



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, November 24, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0969](#) *Consideration of Event Permit for Christmas Parade sponsored by the Kiwanis Club of Franklin on December 5, 2015 in Downtown Franklin (11/24/15 WS)

Sponsors: Deb Faulkner
Attachments: [Christmas Parade REVISED 2015 App.pdf](#)
2. [15-0970](#) *Consideration of Event Permit for Dickens of a Christmas sponsored by the Heritage Foundation on December 12-13, 2015 in Downtown Franklin (11/24/15 WS)

Sponsors: Deb Faulkner
Attachments: [Dickens of a Christmas 2015 REVISED App.pdf](#)
3. [15-0993](#) Review of Quarterly Development Investment Report and Demonstration of Interactive Building Permit Aldermanic Ward Map

Sponsors: Eric Stuckey and Vernon Gerth
Attachments: [Quarterly Development Investment Summary](#)
[Interactive Map - Building Permits Aldermanic Ward](#)
4. [15-1047](#) Consideration of Conducting a Citizen Survey for the City of Franklin. (01-26-16 WS)

Sponsors: Eric Stuckey and Michael Walters Young
Attachments: [01262016-SampleOpenEndedQuestions.pdf](#)
[New Item - Survey Follow-Up Answers from NRC - 11252015](#)
[New Item - Survey Validity](#)
[New Item - List of Communities](#)
[New Item - Sample Custom Questions 2015](#)
[Sample NCS Timeline](#)

5. [15-1022](#) Consideration of City of Franklin/MTEMC Updated License Agreement for Pole Attachments (COF Contract 2015-0333) (11/24/15 WS).

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [MTEMC License Agreement 00028957 Pole IDs Exhibit 11-3-15.pdf](#)
[MTEMC License Agreement for Pole Attachments 00029678 FINAL 12-3-15.p](#)

6. [15-1043](#) Project Status Update for the SR 96 East Sidewalk Project - Pinkerton Park to Mack Hatcher Parkway

Sponsors: Paul Holzen

Attachments: [11-10-2015 PUBLIC MEETING EXHIBITS](#)

7. [15-0945](#) Consideration of Ordinance 2015-21, To Be Entitled, "An Ordinance To Amend Chapter 8, Section 8.3, And Chapter 4, Sections 4.1.4 And 4.1.6, Of The Franklin Zoning Ordinance, Which Regulate Accessory Uses And Structures, And Chapter 3, Section 3.5.6, Central Franklin Character Area Overlay District, To Permit Accessory Dwellings in Certain Special Areas." (10/22/15 FMPC 9-0; 11-24-15 BOMA 1st Reading 6-0; 01/12/16 BOMA 7-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen

Attachments: [Final.2015-21 Accessory Dwellings.law approved.pdf](#)
[MAP CFCO Special Areas to Allow Accessory Dwellings.pdf](#)
[MAP Residentially Zoned Properties within CFCO Accessory Dwelling Special A](#)
[CFAP Excerpt Accessory Dwelling Recommendations.pdf](#)
[Accessory Dwellings - 2015-12-28](#)

Legislative History

10/22/15	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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8. [15-1030](#) Consideration of Initiating the De-annexation Process for the De-annexation of Certain Areas Adjacent to Murfreesboro Road, Specifically 4113 Murfreesboro Rd. (11/24/15 WS; 3/22/16 BOMA Referred to 5/24/16; Referred from 5/24/16 BOMA 4-3; Referred from 6/13/17 BOMA 8-0 to June 12, 2018; Deferred from 6/12/2018 BOMA to 6/11/2019 BOMA).
- Sponsors:** Vernon Gerth and Planning and Sustainability Dept
- Attachments:** [Letter Requesting Deannexation](#)
[15-1030 MAP_Updated2017.pdf](#)
[Location Map 6.13.2017](#)
[Aerial Zoning Map](#)
[Engineering Exhibit--Future Infrastructure](#)
[2006-89 POS Murfreesboro Road North Area 11-06.doc](#)
[06-101 Annex Murfreesboro Road North Area.pdf](#)
[11.24.2015 Staff Report](#)
9. [15-1028](#) *Consideration of Amendment No. 1 to Procurement Agreement with Truckers Lighthouse, Inc. of Nashville, Tennessee for after-market up-fitting of ten (10) new police vehicles for the Police Department (Purchasing Office Procurement Solicitation No. 2016-009; Contract No. 2015-0334) (11/24/15 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [2015-0334 Procurement Agreement Amendment No. 1, signed for vendor, appr.](#)
10. [15-1027](#) Consideration of Contract 2015-0348 for the Receipt of Community Based Development Organization (CDBO) Program Funding with Hard Bargain Association in the Amount of \$120,000 (11/24/15 WS)
- Sponsors:** Chris Bridgewater and Building and Neighborhood Services (BNS)
- Attachments:** [00028949](#)
[CBDO Contract 2014-0154 2014-15](#)
[RESOLUTION 2015-24](#)
11. [15-1029](#) Consideration of Contract 2015-0324 for the Receipt of Community Based Development Organization (CDBO) Program Funding with Community Housing Partnership in the Amount of \$30,000 (11/24/15 WS)
- Sponsors:** Chris Bridgewater and Building and Neighborhood Services (BNS)
- Attachments:** [00028955](#)

12. [15-1031](#) Consideration of an Ordinance 2015-60 to Amend The City of Franklin Municipal Code, Appendix A - Comprehensive Fees and Penalties, Chapter 12 Relating To Use of a Standard Construction Valuation Table Published by the International Code Council to Calculate Non-Residential Building Permit Fees (11/24/15 WS; 1st Reading 12-08-18 BOMA 8-0)
SECOND AND FINAL READING

Sponsors: Chris Bridgewater and Building and Neighborhood Services (BNS)

Attachments: [00029065](#)
[Charts - ICC Construction Costs - 11.2015](#)

13. [15-1046](#) Consideration of bid award to Charlie Irwin Painting, LLC of Franklin, Tennessee, in the total lump-sum amount of \$78,836 for improvements to the shelter at the City's Bicentennial Park for the Parks Department (Purchasing Office Procurement Solicitation No. 2016-013; \$100,000 budgeted in 150-89230-47100 for fiscal year 2016; Contract No. 2015-0377) (11/24/15 WS)

Sponsors: Lisa Clayton and Kevin Lindsey

Attachments: [2016-013 Tabulation of bids](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.



CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☒ parade

☐ other special event

☐ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

☒ Jim Warren Park

____ Harlinsdale Farm

Other: Various city/state roadways

2) Name/purpose of event: Christmas Parade

3) Date or dates of event: 12/5/2015

4) Time of Event: 2:00 P.M.

5) Time of Street Closure (if applicable): 2:00 - 3:30 P.M.

Set-Up Date/Time: 11:00 a.m.

Tear-down Date/Time: 5:00 P.M.

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Gary Luffman / Kiwanis Club of Franklin, TN

a) Address: 2331 Henpeck Lane

b) Phone: 794-6937 c) Cell: 854-4164 d) Fax: —

e) E-mail address: gluffman.franklin tn@gmail.com

7) Person in charge on day of event: Gary Luffman

Cell: 854-4164 E-mail address: gluffman.franklin tn@gmail.com



HISTORIC
FRANKLIN
TENNESSEE

8) Name and Cell Number of at least two others available on day of event:

Name: Andrea Latham Cell: 319-3794 E-mail address: andrea.latham@regions.com

Name: Seth Morris Cell: 580-6656 E-mail address: seth.morris@dwardjones.com

9) DETAILED description of event (use additional sheets):

Annual Christmas Parade - Staging in Jim Warren Park, FISO headquarters
start along 96th, onto Bridge St, right onto 3rd Ave North, around
public square, west on Main St, onto West Main St, right
onto 11th Ave North, left onto Boyd Mill Ave. to Jim Warren
Park.

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

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

2,000 participants ; 10,000 -12,000 spectators

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

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. NO

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? Kiwanis Club

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22. Yes
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
christmas music on floats and from bands
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
amps on floats and bands
- 23) During what time period is sound amplification requested? 2:00 - 3:30 p.m.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). 100 amp max per float, 10 floats predicted for amplification, 5 high school bands, 380 band members, various misc entrants
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. No **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets. None
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. No
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Angie Luffman - Director Date: 10/9/15
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

*
* **Return application to:** *
*
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*
*

Christmas Parade



START

Jim Warren Park

Bicentennial Park

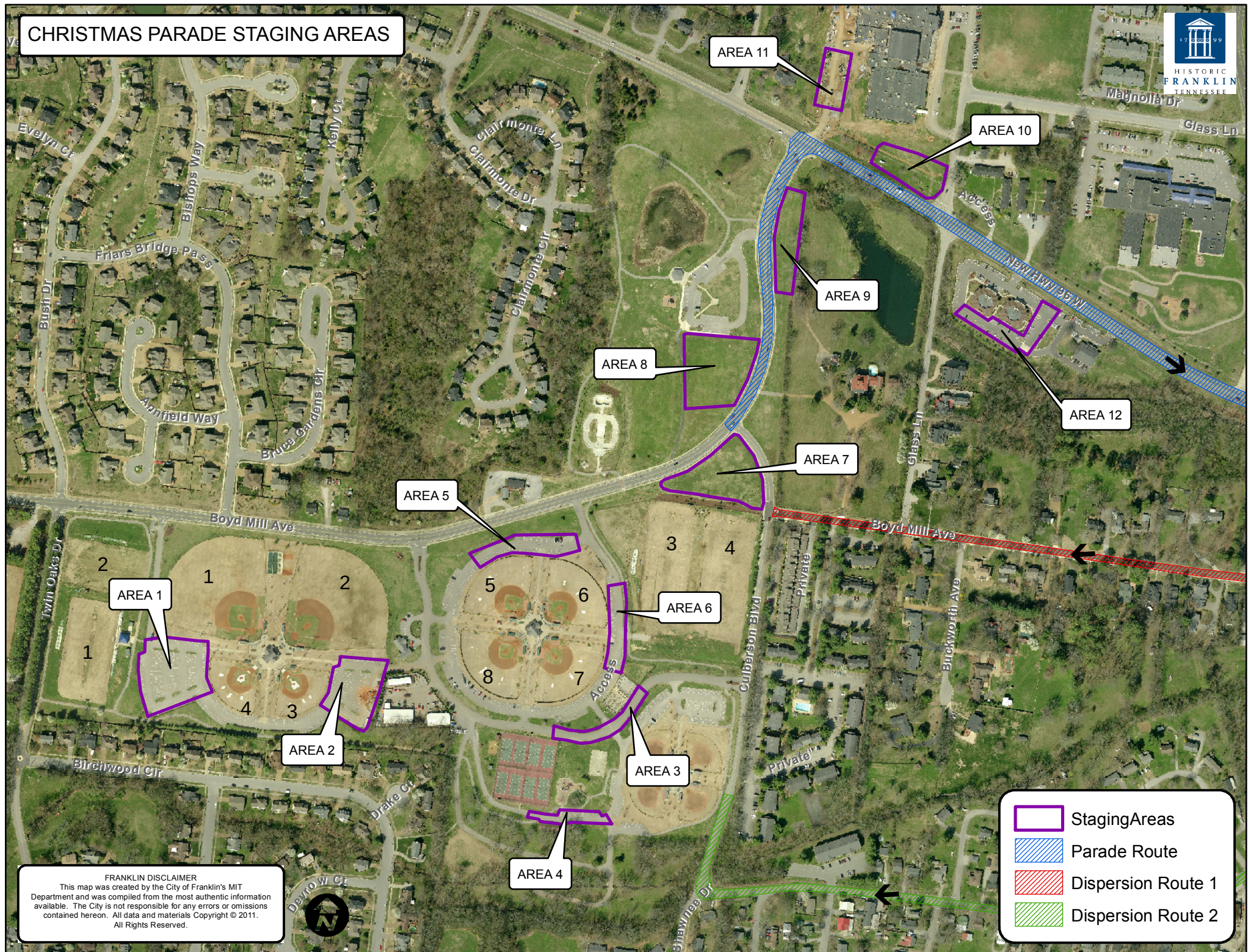
FINISH

- Parade Route
- Dispersion Route 1
- Dispersion Route 2
-  Streets
-  Harpeth River
-  Parks

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.



CHRISTMAS PARADE STAGING AREAS



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's MIT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2011. All Rights Reserved.

- Staging Areas
- Parade Route
- Dispersion Route 1
- Dispersion Route 2

OFFICE USE

ONLY

Permit No: _____



City of Franklin Special Event Permit Application

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

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

Please list all that apply: Festival/Fair

1. **Name/purpose of event:** Dickens of a Christmas
2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Main Street from 2nd to 5th Avenues; portions of 4th North and South; and 3rd North and South between Church and Bridge Streets.
3. **Date or dates of event:** 12/12/2015, 12/13/2015
4. **Start/End Times of Event:** 10am-5pm on Saturday, 11am-5pm on Sunday
What date/time will set-up begin? 12/12/2015 4:00 AM
What date/time will tear-down be complete? 12/13/2015 7:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** (if applicable): 4am on 12/12/15 until 7pm on 12/13/15
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 50,000 Event Staff/Volunteers:250 Total:50,250
7. **Name of applicant and Organization Requesting Permit:**
Abby Williams - Heritage Foundation of Franklin and Williamson County
a) Address: 134 2nd Ave
 Franklin, TN 37065
b) Phone: 6155918500 **c) Cell:** **d) Fax:**
e) E-mail address: awilliams@historicfranklin.com
8. **DETAILED description of event** (use additional sheets):
Dickens of a Christmas is Franklin's Victorian-themed Christmas street festival. Now in its 31st year, the event features characters from Charles Dickens's stories roaming the street and interacting with festival goers; horse-drawn carriage rides; Victorian-era food including chestnuts and sugar plums; an arts and crafts bazaar featuring about 80 vendors; a stage on the public square as well as dancers and musicians in the street.

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

Please detail any restricted parking areas on the event map.

Event Map: [map for event application.pdf](#)

10. **Person in charge on day of event:** Rene Evans

Cell: 6158307367

E-mail address: revans@historicfranklin.com

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

Name: Abby Williams

Cell: 6156302018

E-mail address: awilliams@historicfranklin.com

Name: Mary Pearce

Cell: 6153007218

E-mail address: mpearce@historicfranklin.com

- 12.

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

Administrative Contact List: [HF contacts.jpg](#)

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

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

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

IRS tax exemption letter: [501c.pdf](#)

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

Average admission fee:

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

Average vendor participation fee? 210

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:** \$15,000.00

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

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

What organization will be the benefactor of event? Heritage Foundation of Franklin and Williamson County

What percentage of funds will they receive? 100

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

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

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

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

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

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
There will be approximately 80 arts and crafts vendors and a dozen food vendors at the event. A detailed list will be provided closer to the event.
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [clean up plan.docx](#)
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a [grease waste hauler](#) to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations: 4th and Main and 3rd North
28. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Good neighbor letter Dickens '15.docx](#)
Good Neighbor Letter Mailing List: [Good neighbor letter Dickens '15.docx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

By: Attiliana, Festival Date: 11/6/15
(Signature and title – must be officer of organization) Coordinator

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Return application to:

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)

Event: Dickens of a
Name: Christmas

Signature: _____



FORM D

Sound Amplification

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

Applicant/Organization: Abby Williams - Heritage Foundation of Franklin and Williamson County

Event Name: Dickens of a Christmas

Event Date(s): 12/12/2015, 12/13/2015

1. **Time amplification equipment will be used:** From: 9:00 AM To: 5:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
The stage on the public square and a small amplification system may be present at the intersection of 4th and Main for street dancers.
Sound Amplification Map: [sound amp map.pdf](#)
3. **For what purpose will sound amplification be used?** Please list all that apply:
Announcements/Speeches,Band/Singers,Sound System
4. **Type of Amplifier:** Fixed,PA System
5.

Number of Amplifiers: 200	Number of Speakers: 6	Number of Performers: 200
----------------------------------	------------------------------	----------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

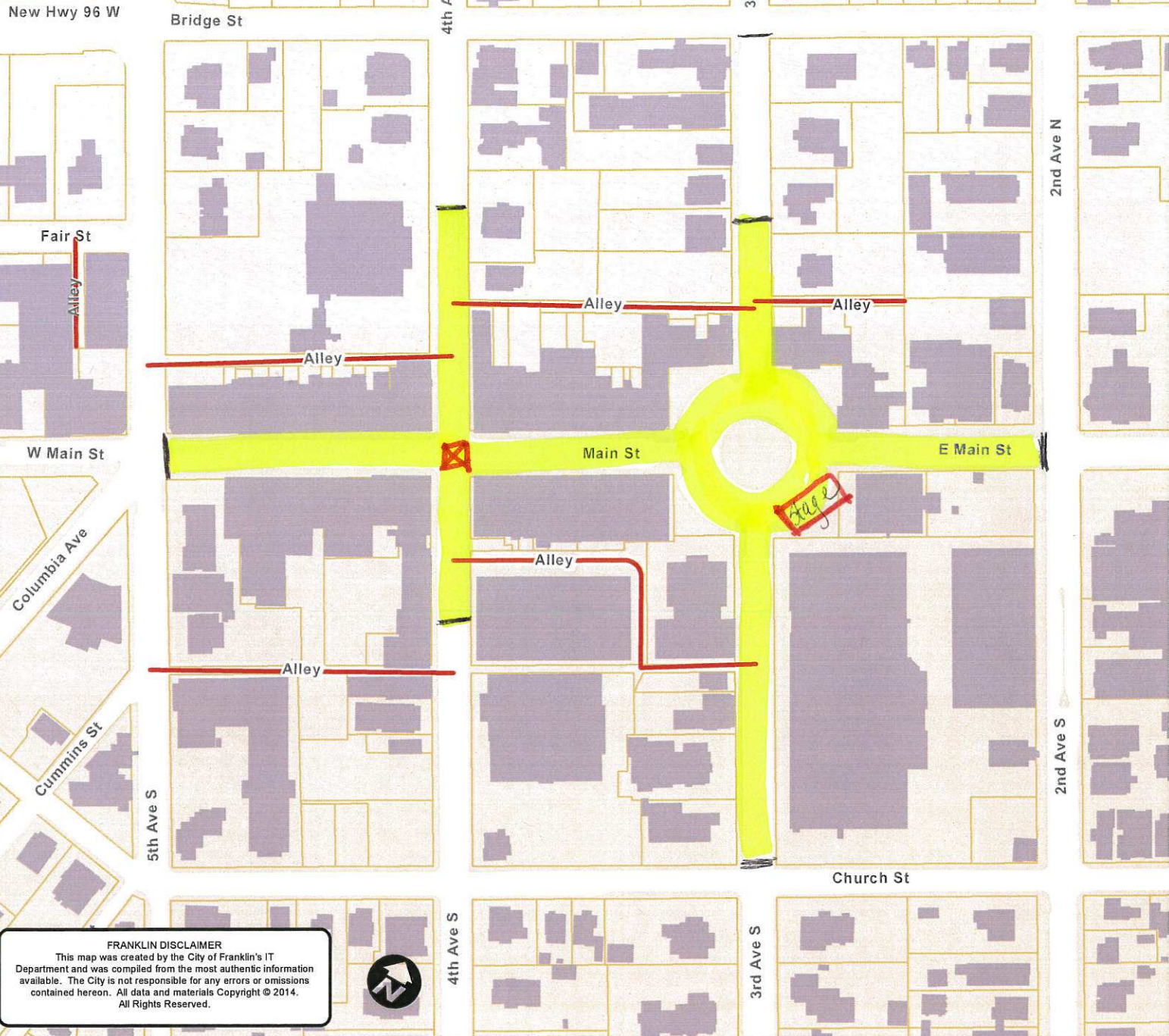
Name: Rene Evans	Cell: 6158307367	E-Mail: revans@historicfranklin.com
Name: Abby Williams	Cell: 6156302018	E-Mail: awilliams@historicfranklin.com

Authorized Signature: Abby Williams

Date: 08/19/2015

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

**DOWNTOWN
FRANKLIN**



Street closure

Sound amplification



TENNESSEE DEPARTMENT OF REVENUE

Certificate of Exemption

HERITAGE FOUNDATION OF FRANKLIN & W
209 E MAIN ST
FRANKLIN TN 37064-2517

July 20, 2007

Account Type: S&U EXEMPT

Account No.: 100091394

Under the provisions of T.C.A. Section 67-6-322, the organization named above is granted authority from the Tennessee Department of Revenue to make purchases, without payment of the Sales or Use Tax, of tangible personal property or taxable services to be used or consumed by the organization itself or to be given away.

The organization must furnish the suppliers of goods and services with a COPY of this exemption certificate. The lower portion of the certificate must be properly completed. The organization MUST retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of exemption. Later purchases do not require the submission of additional copies. Invoices must contain the name of the organization and the number given above.

This authority does not extend to purchases made by representatives of the organization when the items purchased or services rendered are paid for with personal funds. It does not extend to items purchased to be resold.

THE ORGANIZATION MUST NOTIFY THE DEPARTMENT IMMEDIATELY IF IT CEASES TO EXIST, MOVES, OR IN ANY WAY CHANGES THE ORGANIZATION FROM ITS PRESENT FORM.

EFFECTIVE DATE July 1, 2007

Reagan Farr
COMMISSIONER OF REVENUE

TO BE COMPLETED BY THE ORGANIZATION (please print)

TO: SUPPLIER'S NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

I _____ as an authorized representative of the organization named above affirm that the purchases made under this authority will be used and consumed by the organization or will be given away. I further affirm that the organization will not use this authority to purchase items for resale.

Under penalty of perjury, I affirm this to be a true and correct statement.

PRINT NAME OF ORGANIZATION : _____

PRINT NAME OF PURCHASER: _____

SIGNATURE OF PURCHASER: _____

jay@sheridanpr.com

macey@sheridanpr.com

holly@sheridanpr.com liz@sheridanpr.com

HERITAGE FOUNDATION CONTACT LIST

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Linda Childs

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Heritage Ball Manager

Lynne McAlister

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Festival Director/Vendor Director

Rene Evans

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Festivals

Abby Good Williams

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awilliams@historicfranklin.com

DICKENS OF A CHRISTMAS



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.



- Hydrants
- Water Barrier
- Moveable Barrier
- ▨ Emergency Access
- ▨ Road Closed

December 4, 2015

Dear Neighbor,

Downtown Franklin's biggest Christmas celebration returns on December 12 and 13 when the Heritage Foundation of Franklin & Williamson County and the Downtown Franklin Association produce the 30th annual Dickens of a Christmas.

This year the event will run from 10 a.m. – 5 p.m. on Saturday, December 12, and again from 11 a.m.– 5 p.m. on Sunday, December 13. Streets will be closing to vehicle traffic at 4 a.m. on Saturday and reopening at 7 p.m. on Sunday. Affected streets are:

- Main Street from Second Avenue to Fifth Avenue
- Third Avenue South from Church Street to the Public Square
- A portion of Third Avenue North from the Public Square toward Bridge Street
- Portions of Fourth Avenue in the first block each direction off Main Street

The parking garages on Second and Fourth Avenues will remain open the entire time.

The event will feature one stage on the Public Square and smaller performance areas on the street at 4th and Main and at Five Points. The Historic Presbyterian Church will also be a performance venue, and we anticipate some strolling carolers.

More than 80 arts and crafts vendors, a variety of Victorian-era food options, and an assortment of Dickensian characters will grace the streets. This year we have added several locations for photo opportunities, including one where it will "snow."

We invite you to get in the spirit by donning your best Victorian attire and taking part in the costume contest on Sunday, or simply by strolling the streets with fellow Franklinites and visitors alike.

The event map and performance schedule are both available online at <http://www.historicfranklin.com/events/dickens-of-a-christmas>.

Please don't hesitate to call or email René Evans at revans@historicfranklin.com if you have questions.

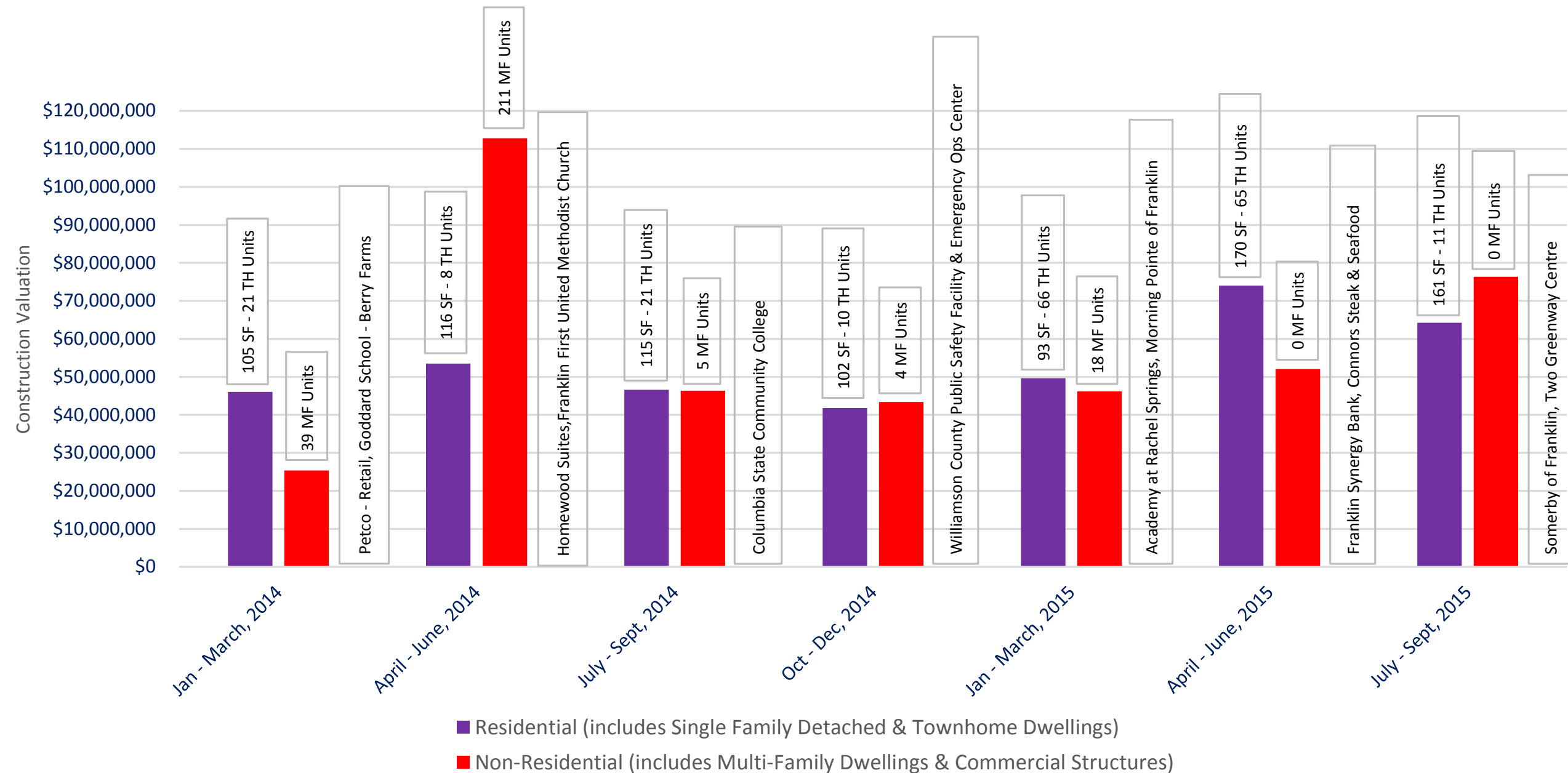
My best,

Mary Pearce
Executive Director

Investment in our Community

DEVELOPMENT SUMMARY by Quarter

Reported Construction Valuation* and
Permits Issued for Dwelling Units Added & Notable Non-Residential Projects



*Includes all new residential construction (single family detached dwellings and townhomes), new non-residential construction (including multi-family dwellings), accessory buildings, additions, tenant build-out, renovations, and miscellaneous construction. Estimated Valuations (Construction Costs) are provided by Applicants on Building Permit Applications only.

ArcGIS - Permits Issued from Jan 1, 2015 to Sept 30, 2015

Modify Map Sign In

Details Basemap

Share Print Measure

About Content Legend

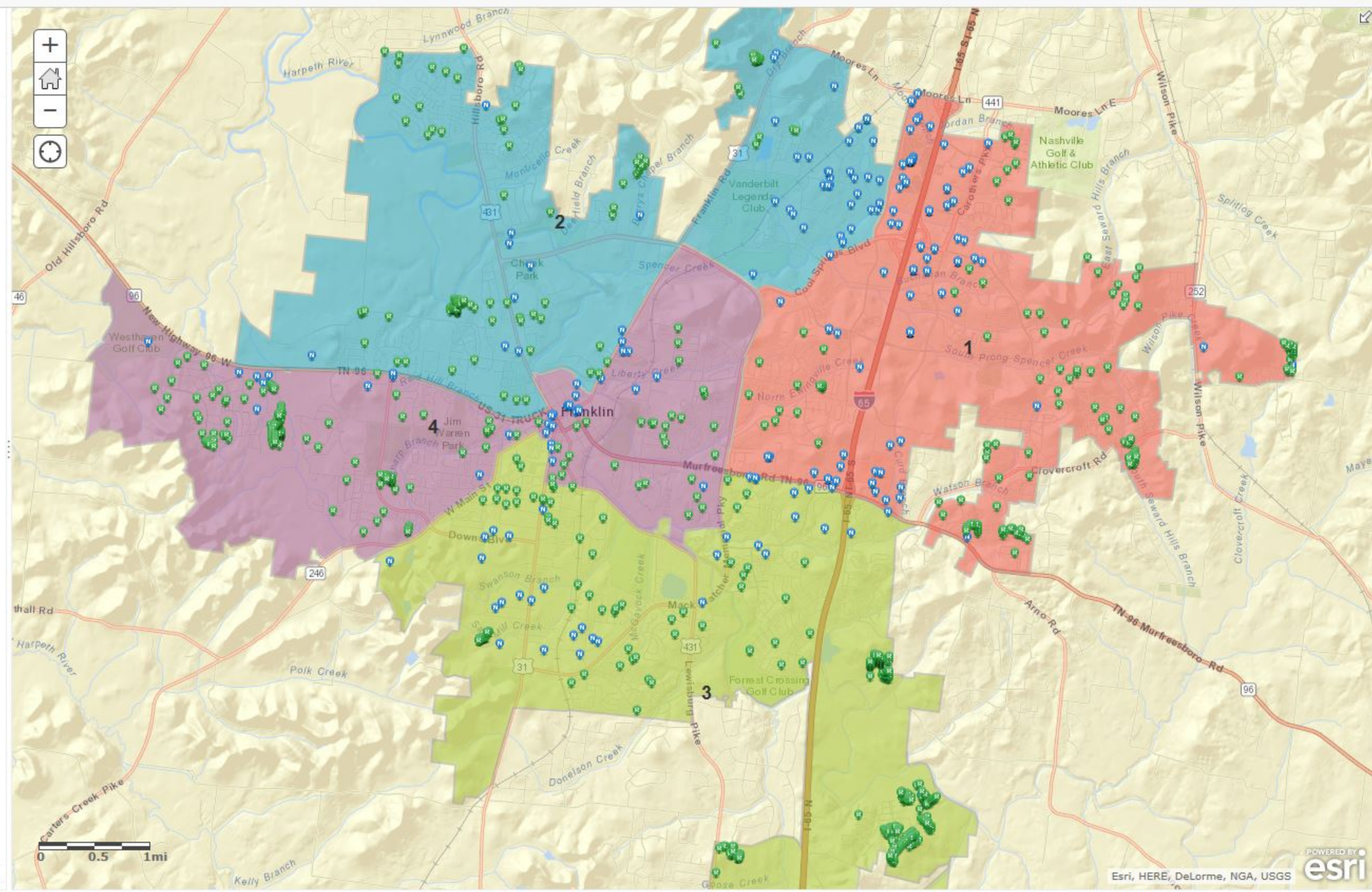
Legend

ResPermits

NonResPermits

Wards

- 1
- 2
- 3
- 4





City of Franklin, Tennessee

Citizen Survey

Sample Open Ended Questions

- If you could change one thing in Franklin, what would it be?**
- What is the one public amenity you would add to Franklin?**
- What is the single biggest challenge or problem Franklin will have to face in the next 5 years?**
- What would you say is the most serious issue facing Franklin at this time?**
- What one thing do you like most about living in Franklin?**

DATE: November 30, 2015

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michael Walters Young, Business Process Improvement Manager

RE: Follow-up Questions & Answers RE: Citizens Survey

As a result of our last work session, staff followed-up with the National Research Center on a series of questions regarding their product, the National Citizens Survey. We received, along with these answers three attachments –

- a) Sample Custom Questions
- b) Survey Validity Statement
- c) List of Communities using or have used National Citizens Survey

Questions asked by staff are in **BLACK**. Responses from the National Research Center are in **RED**.

- 1) Is there a way to limit the open web survey? By requesting e-mail addresses or limiting submissions to one per IP address?

We are able to track IP addresses in the software we use for the web survey so we can plan to keep an eye on responses from duplicate IP addresses and opt to remove all but the first submitted response. The caution here is we wouldn't want to remove responses that could be coming from shared computers (at the library, etc.). It's worth noting that we find that it can be difficult enough to get residents to respond to a survey even once, and rarely run into the issue where residents are ballot-stuffing. If we do run into this, it is highly unlikely that receiving multiple responses from one individual will have an impact on the aggregate dataset (a few responses out of hundreds is still a very small percentage).

- 2) What is the typical return rate from the formal randomized survey?

We typically find response rates range from 20% to 40% on the higher end. If you mail to 2,600, you'll likely hear from a minimum of 500 (conservative estimate based on a less than 20% response rate).

- 3) The BOMA is concerned about such a small sample of the population being surveyed. What research/statements do you have which supports the formal survey approach and why is 1400 or 2600 households considered a statistically significant sample?

I've attached some language about survey validity if it's helpful to pass this along to those who voiced concern. [See attachment "New Item – Survey Validity.pdf"] The short answer is that our methods in randomly selecting survey recipients from all households in the community allows us to confidently say that responses from those we hear back from represent the entire community within a margin of error based on the number of responses. For example, if you opt to mail to 2,600 we'd likely hear back from about 500 or more residents. This number of responses yields a margin of error of four percent, meaning we can be confident the survey results are within plus or minus four percentage points of what the results would be if we had surveyed and heard back from every adult in Franklin.

A part of this conversation also includes costs. If cost was not a concern, we'd like to be able to survey each household in the community, but implementing methodology that allows for scientific validity is the next best thing and a cost-effective way to learn about resident opinion.

As a general note, our methods are an industry best practice and we are continually researching and reviewing our methods to ensure we are staying current and offering the best solutions in survey research to local governments.

I am happy to chat about this further!

4) What cities in Tennessee have used the NCS?

Our benchmarking database houses data for more than 500 communities and is ever changing as we add more data and remove old data (more than 5 years old) from the comparisons in an effort to keep the data relevant and fresh. We add NCS data as well as data from custom surveys we conduct, and we also add data collected by other consultants or data collected in-house at a city, town, county, etc. Below I have outlined which communities in TN are in our database, and of those, which are NCS and which are not NCS.

- o Johnson City (NCS)
- o White House (NCS)
- o Morristown (NCS)
- o Sevierville (NCS)
- o Bristol (NCS)
- o Cookeville (non-NCS)
- o Germantown (non-NCS)
- o Brentwood (non-NCS)
- o Chattanooga (non-NCS)

5) Do you have a list of all cities which have used the NCS?

I have attached two lists; one is all the communities in our database with data less than 5 years old (575) and the second is all communities in our database that are NCS communities with data

less than 5 years old (205). [See Attachment – New Item - List of Communitites.xlsx] There are so many that I didn't want to add them to the e-mail here ☺

- 6) What does final report look like? What comparative data is presented? Would it be possible to identify “comparable communities” nationwide which are like Franklin?

[Here](#) is a sample report for reference. We also offer a handful of other reports with the basic service that include a technical appendices with detailed methods and full frequencies of the results along with a trend report (comparing past data you've collected) and a dashboard report that is a quick 3 pages outlining all the data in an easily navigable table.

A national comparison is a part of the basic service cost and each additional custom comparison is \$891. Most participants in The NCS choose a custom benchmark based on geography (e.g., region or state), population range, a combination of both or sometimes we have communities hand-pick a group of communities to be compared to. We can certainly work with you to identify communities in our database that you deem comparable to Franklin.

- 7) Do you have samples of the custom questions and the open-ended questions?

I have attached a document including some sample custom questions. [See Attachment – New – Item - Sample Custom Questions.pdf] Below are a couple open-ended questions we most commonly see used. In regards to all custom questions including the open-ended questions, we will work with you to craft these and will offer our expertise in suggesting wording changes to ensure the question is asked in a way that yields the most useful data for your purposes.

- What is the single biggest challenge or problem ABC will have to face in the next 5 years?
- What would you say is the most serious issue facing ABC at this time?
- What one thing do you like most, if anything, about living in ABC?

- 8) Can there be more than one-opened question?

We are happy to include more than one open-ended question on the survey. Each open-ended question is the additional cost of \$1,665. I would note here that we rarely have communities offer more than one open-ended question, as we find that the space available for custom questions can be better used by asking closed-response questions. I am happy to chat about this further!

- 9) We are concerned about non-computer users for the web-based open survey. For an additional fee, can we submit print versions of the survey for you to tabulate?

I'd be happy to put together a cost estimate for this, if you'd like which would likely be based on the number of print surveys we'd need to enter. The other option, that would be no additional cost, would be for someone on your City staff to collect any hard copy surveys that residents filled out and enter them into the web survey.

Survey Validity

The question of survey validity has two parts: 1) how can a community be confident that the results from those who completed the questionnaire are representative of the results that would have been obtained had the survey been administered to the entire population? and 2) how closely do the perspectives recorded on the survey reflect what residents really believe or do?

To answer the first question, the best survey research practices were used for the resources spent to ensure that the results from the survey respondents reflect the opinions of residents in the entire community. These practices include:

- Using a mail-out/mail-back methodology, which typically gets a higher response rate than phone for the same dollars spent. A higher response rate lessens the worry that those who did not respond are different than those who did respond.
- Selecting households at random within the community to receive the survey to ensure that the households selected to receive the survey are representative of the larger community.
- Over-sampling multi-family housing units to improve response from hard-to-reach, lower income or younger apartment dwellers.
- Selecting the respondent within the household using an unbiased sampling procedure; in this case, the “birthday method.” The cover letter included an instruction requesting that the respondent in the household be the adult (18 years old or older) who most recently had a birthday, irrespective of year of birth.
- Contacting potential respondents three times to encourage response from people who may have different opinions or habits than those who would respond with only a single prompt.
- Inviting response in a compelling manner (using appropriate letterhead/logos and a signature of a visible leader) to appeal to recipients’ sense of civic responsibility.
- Providing a pre-addressed, postage-paid return envelope.
- Offering the survey in Spanish or other language when requested by a given community.
- Weighting the results to reflect the demographics of the population.

The answer to the second question about how closely the perspectives recorded on the survey reflect what residents really believe or do is more complex. Resident responses to surveys are influenced by a variety of factors. For questions about service quality, residents’ expectations for service quality play a role as well as the “objective” quality of the service provided, the way the resident perceives the entire community (that is, the context in which the service is provided), the scale on which the resident is asked to record his or her opinion and, of course, the opinion, itself, that a resident holds about the service. Similarly a resident’s report of certain behaviors is colored by what he or she believes is the socially desirable response (e.g., reporting tolerant behaviors toward “oppressed groups,” likelihood of voting for a tax increase for services to poor people, use of alternative modes of travel to work besides the single occupancy vehicle), his or her memory of the actual behavior (if it is not a question speculating about future actions, like a vote), his or her confidence that he or she can be honest without suffering any negative consequences (thus the need for anonymity) as well as the actual behavior itself.

How closely survey results come to recording the way a person really feels or behaves often is measured by the coincidence of reported behavior with observed current behavior (e.g., driving habits), reported intentions to behave with observed future behavior (e.g., voting choices) or reported opinions about current community quality with objective characteristics of the community (e.g., feelings of safety correlated with rates of crime). There is a body of scientific literature that has investigated the relationship between reported behaviors and actual behaviors. Well-conducted surveys, by and large, do capture true respondent behaviors or intentions to act with great accuracy. Predictions of voting outcomes tend to be quite accurate using survey research, as do reported behaviors that are not about highly sensitive issues (e.g., family abuse or other illegal or morally sanctioned activities). For self-reports about highly sensitive issues, statistical adjustments can be made to correct for the respondents’ tendency to report what they think the “correct” response should be.

Research on the correlation of resident opinion about service quality and “objective” ratings of service quality vary, with some showing stronger relationships than others. NRC’s own research has demonstrated that residents who report the lowest ratings of street repair live in communities with objectively worse street conditions than those who report high ratings of street repair (based on road quality, delay in street repair, number of road repair employees). Similarly, the lowest rated fire services appear to be “objectively” worse than the highest rated fire services (expenditures per capita, response time, “professional” status of firefighters, breadth of services and training provided). Resident opinion commonly reflects objective performance data but is an important measure on its own. NRC principals have written, “If you collect trash three times a day but residents think that your trash haul is lousy, you still have a problem.”

Confidence Intervals

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions.¹

The margin of error for a sample of 300 is no greater than plus or minus six percentage points around any given percent reported for the entire sample (350 is five percentage points and 500 is four percentage points).

For subgroups of responses, the margin of error increases because the sample size for the subgroup is smaller. For subgroups of approximately 100 respondents, the margin of error is plus or minus 10 percentage points.

¹ A 95% confidence interval indicates that for every 100 random samples of this many residents, 95 of the confidence intervals created will include the “true” population response. This theory is applied in practice to mean that the “true” perspective of the target population lies within the confidence interval created for a single survey. For example, if 75% of residents rate a service as “excellent” or “good,” then the 4% margin of error (for the 95% confidence interval) indicates that the range of likely responses for the entire community is between 71% and 79%. This source of uncertainty is called sampling error. In addition to sampling error, other sources of error may affect any survey, including the non-response of residents with opinions different from survey responders. Though standardized on The NCS, on other surveys, differences in question wording, order, translation and data entry, as examples, can lead to somewhat varying results.

Jurisdiction Name	StateID
Apache Junction	AZ
Casa Grande	AZ
Gilbert	AZ
Goodyear	AZ
Peoria	AZ
Sahuarita	AZ
Scottsdale	AZ
Surprise	AZ
Fort Smith	AR
American Canyon	CA
Benicia	CA
Clovis	CA
Coronado	CA
Dublin	CA
El Cerrito	CA
Elk Grove	CA
Laguna Beach	CA
Livermore	CA
Martinez	CA
Menlo Park	CA
Monterey	CA
Palo Alto	CA
Richmond	CA
San Jose	CA
Seaside	CA
South Lake Tahoe	CA
Sunnyvale	CA
Tracy	CA
Walnut Creek	CA
Brighton	CO
Denver	CO
Englewood	CO
Erie	CO
Estes Park	CO
Gunnison County	CO
Jefferson County	CO
Lafayette	CO
Thornton	CO
Windsor	CO
Cape Coral	FL
Charlotte County	FL
Clearwater	FL
Delray Beach	FL
Destin	FL
Jupiter	FL
Key West	FL

Miami	FL
Oakland Park	FL
Oviedo	FL
Palm Coast	FL
Pasco County	FL
Sanford	FL
Winter Garden	FL
Cartersville	GA
Decatur	GA
McDonough	GA
Milton	GA
Sandy Springs	GA
Snellville	GA
Suwanee	GA
Honolulu	HI
Pocatello	ID
Post Falls	ID
Twin Falls	ID
Collinsville	IL
Crystal Lake	IL
Highland Park	IL
Lake Zurich	IL
Libertyville	IL
Oak Park	IL
O'Fallon	IL
Orland Park	IL
Peoria	IL
Peoria County	IL
Schaumburg	IL
Shorewood	IL
Skokie	IL
St. Charles	IL
Sugar Grove	IL
Western Springs	IL
Brownsburg	IN
Fishers	IN
Noblesville	IN
Yorktown	IN
Ankeny	IA
Bettendorf	IA
Clive	IA
Iowa City	IA
Muscatine	IA
Newton	IA
Polk County	IA
Urbandale	IA
Lindsborg	KS

Wichita	KS
Bowling Green	KY
Danville	KY
Paducah	KY
Annapolis	MD
Gaithersburg	MD
La Plata	MD
Bedford	MA
Brookline	MA
Hopkinton	MA
Needham	MA
Weston	MA
Ann Arbor	MI
Battle Creek	MI
Farmington Hills	MI
Jackson County	MI
Meridian Charter Township	MI
Midland	MI
Novi	MI
Petoskey	MI
Albert Lea	MN
Bloomington	MN
Chanhassen	MN
Duluth	MN
Hutchinson	MN
Lakeville	MN
Ramsey	MN
Richmond Heights	MO
Billings	MT
Grand Island	NE
La Vista	NE
Papillion	NE
Henderson	NV
Dover	NH
Hooksett	NH
Summit	NJ
Las Cruces	NM
San Juan County	NM
Santa Fe County	NM
Geneva	NY
Asheville	NC
Charlotte	NC
Davidson	NC
Mooreville	NC
Morrisville	NC
Winston-Salem	NC
Hamilton	OH

Hudson	OH
Piqua	OH
Broken Arrow	OK
Ashland	OR
Corvallis	OR
Lane County	OR
McMinnville	OR
Tualatin	OR
Wilsonville	OR
Chambersburg	PA
Kennett Square	PA
State College	PA
West Chester	PA
Columbia	SC
Greer	SC
Horry County	SC
Rock Hill	SC
Canton	SD
Rapid City	SD
Sioux Falls	SD
Bristol	TN
Johnson City	TN
Morristown	TN
Sevierville	TN
White House	TN
Benbrook	TX
Burleson	TX
Denison	TX
Denton	TX
Duncanville	TX
Flower Mound	TX
Galveston	TX
La Porte	TX
League City	TX
McAllen	TX
New Braunfels	TX
Pearland	TX
Temple	TX
Watauga	TX
Park City	UT
Albemarle County	VA
Ashland	VA
Charlottesville	VA
Chesterfield County	VA
Fredericksburg	VA
Hanover County	VA
Harrisonburg	VA

Lynchburg	VA
Montgomery County	VA
Norfolk	VA
Williamsburg	VA
Airway Heights	WA
Bainbridge Island	WA
Issaquah	WA
Kenmore	WA
Lynnwood	WA
Mountlake Terrace	WA
Pasco	WA
Spokane Valley	WA
Tacoma	WA
Yakima	WA
Eau Claire	WI
River Falls	WI
Wauwatosa	WI
Casper	WY

Sample Custom Questions

Identifying and Funding Priorities

- A. Please indicate how important, if at all, each of the following projects and issues will be for the City to address over the next five years:**

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>	<i>Don't know</i>
New indoor arena at the Fairgrounds.....	1	2	3	4	5
New Police Department building	1	2	3	4	5
Redeveloping downtown	1	2	3	4	5
Preservation of open space	1	2	3	4	5
Maintain and improve streets	1	2	3	4	5

- B. Please rate how important, if at all, each of the following strategic planning areas are to the overall quality of life in the County:**

	<i>Essential</i>	<i>Very important</i>	<i>Somewhat important</i>	<i>Not at all important</i>	<i>Don't know</i>
Cooperation between governments.....	1	2	3	4	5
Economic development	1	2	3	4	5
Education.....	1	2	3	4	5
Healthy community	1	2	3	4	5
Recreation and cultural opportunities	1	2	3	4	5
Safe community	1	2	3	4	5
Community and social supports	1	2	3	4	5

- C. How much of a priority, if any, should it be for the Town to address each of the following in the next two years?**

	<i>High Priority</i>	<i>Medium priority</i>	<i>Not a priority</i>
Commuter parking for access to public transportation	1	2	3
Bike storage facilities near bikeways, public transportation and schools	1	2	3
A Town bus that would provide fixed route service circulating around the community.....	1	2	3
Express public transportation connections to established commuter hubs such as Midtown or Commuter Rail	1	2	3

When evaluating support for a specific proposal, it is especially important to include context about the specific cost of or tradeoffs relating to the proposal.

- D. The City is considering building a new, multi-field sports park for baseball, softball, football and soccer that also includes paved walking trails, concessions and a bathroom facility. Would you support a bond election for this sports park if paying for it required a \$90 annual increase for a \$100,000 home valuation?**

- ☐ Strongly support
☐ Somewhat support
☐ Somewhat oppose
☐ Strongly oppose

E. The City is considering renovating the City Swimming pool or replacing it with a new pool. Please select a statement from the following that best reflects your view:

- ☐ In order to keep the indoor pool open, I am willing to continue to pay the current subsidy (about \$9.07 per year, based on a \$170,000 home).
- ☐ In order to cover the cost of renovations to the indoor pool, I am willing to increase the subsidy to \$20 per year.
- ☐ In order to cover the cost a new indoor pool, I am willing to increase the subsidy to \$50 per year.
- ☐ I am not willing to pay any subsidy, which would result in the closing of the current pool.
- ☐ I don't know.

For situations when specific amounts are not yet known

F. Please indicate to what extent you would support or oppose a property tax increase for each of the following to fund new facilities or services:

	<i>Strongly support</i>	<i>Somewhat support</i>	<i>Somewhat oppose</i>	<i>Strongly oppose</i>
Schools.....	1	2	3	4
Libraries	1	2	3	4
Public safety/fire and rescue services.....	1	2	3	4
Animal shelter	1	2	3	4
Youth ball fields	1	2	3	4
Indoor sports complex	1	2	3	4
Outdoor pool/splash park.....	1	2	3	4
Outdoor trails	1	2	3	4

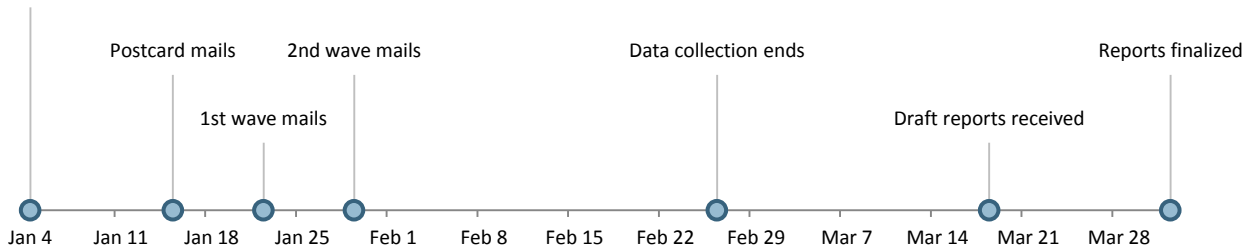
Information Sources

G. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the City government and its activities, events and services:

	<i>Major source</i>	<i>Minor source</i>	<i>Not a source</i>
City website (www.ourfaircity.gov).....	1	2	3
Local media outlets (newspapers, radio, local television stations)	1	2	3
The local government cable Channel ##	1	2	3
City newsletter in the water bill.....	1	2	3
City Council meetings and other public meetings	1	2	3
Talking with City officials	1	2	3
City communications via social media (i.e. Facebook, Twitter or YouTube).....	1	2	3
Word-of-mouth	1	2	3

Timeline for The National Citizen Survey™

Finalize survey materials



Item	Date
Preparing for the Survey	
⊙ The NCS survey process is initiated upon receipt of your enrollment form and first payment	Nov 30
← NRC emails you information to customize The NCS	Nov 30
→ Due to NRC: Selection of add-on options	Dec 14
→ Due to NRC: Drafts of the optional custom questions to be included in the survey	Dec 14
→ Due to NRC: Zip code information and GIS boundary data	Dec 21
→ Due to NRC: Additional payment for add-on options	Dec 28
⊙ NRC finalizes the survey instrument and mailing materials and sends .pdf samples for your records	Jan 4
⊙ NRC generates the sample of households in your community	Dec 28 to Jan 4
⊙ NRC prints materials and prepares mailings	Jan 8
→ Due to NRC: Selection of custom benchmark profile(s) (if custom benchmark add-on selected)	Jan 8
Conducting the survey	
⊙ Survey materials are mailed	Jan 15 to Jan 29
⊙ Prenotification postcards sent	Jan 15
⊙ 1st wave of surveys sent	Jan 22
⊙ 2nd wave of surveys sent	Jan 29
⊙ Data collection: surveys received and processed for your community	Jan 22 to Feb 26
During this time, you will receive postcards that were undeliverable due to bad addresses, or vacant housing units. This is normal. Please count all the postcards, as we will subtract the number of returned postcards from the total number mailed to estimate the number of "eligible" households in calculating the final response rate.	
→ Due to NRC: Final count of returned postcards	Feb 26
⊙ Survey analysis and report writing	Feb 26 to Mar 18
During this time, NRC will process the surveys, perform the data analysis, and produce a draft report for your community. The report of results will contain a description of the methodology, information on understanding the results, and graphs and tables of your results, as well as a description of NRC's database of normative data from across the U.S. and actual comparisons to your results, where appropriate.	
← NRC emails draft report (in PDF format) to you along with invoice for balance due on The NCS Basic Service and any additional add-on options	Mar 18
→ Due to NRC: community feedback on the draft report (most final reports are identical to the draft reports, except being labeled as final instead of draft)	Mar 25
← NRC emails final report and data file to you	Apr 1

Legend

← Indicates when items from NRC are due to you → Indicates when items from you are due to NRC ⊙ Indicates information items

MTEMC License Agreement for Pole Attachments – List of 249 Poles November 13, 2015

OWNER	SH UNIT	CLASS	HEIGHT	MFG_TREA	BIRTH_DA	GPS_X	GPS_Y
MTEMC	50-1W	1	50	PENTA	2001	1702451	582510.9
MTEMC	50-1W	1	50	PENTA	2001	1702099	582539.9
MTEMC	45-3W	3	45	PENTA	2000	1699452	582669.3
MTEMC	45-3W	3	45	PENTA	2000	1699153	582680.9
MTEMC	50-2W	2	50	CCA	2007	1698855	582692.8
MTEMC	45-3W	3	45	PENTA	2000	1698255	582714.6
MTEMC	45-3W	3	45	PENTA	2000	1697957	582725.6
MTEMC	45-3W	3	45	PENTA	2000	1697656	582738.3
MTEMC	45-3W	3	45	PENTA	2000	1697353	582749.5
MTEMC	55-2W	2	55	PENTA	2000	1697006	582761.8
MTEMC	55-2W	2	55	PENTA	2000	1696830	582768
MTEMC	55-2W	2	55	PENTA	2000	1696674	582774.5
MTEMC	45-2W	2	45	PENTA	2000	1696337	582793.4
MTEMC	45-2W	2	45	PENTA	2000	1695972	582812
MTEMC	45-2W	2	45	PENTA	2000	1695625	582861.9
MTEMC	45-2W	2	45	PENTA	2000	1695238	582915.4
MTEMC	45-2W	2	45	PENTA	2000	1694949	582985
MTEMC	55-2W	2	55	PENTA	1989	1710278	567909.4
MTEMC	50-2W	2	50	PENTA	1989	1710534	567870.3
MTEMC	55-2W	2	55	CCA	2007	1708835	569279.5
MTEMC	60-H1S	H1	60	Galvanized	1982	1708870	569651.5
MTEMC	45-3W	3	45	PENTA	1992	1713716	569840.5
MTEMC	45-3W	3	45	PENTA	1989	1713884	570003.2
MTEMC	50-2W	2	50	PENTA	1989	1714167	570279.4
MTEMC	55-2W	2	55	CCA	2008	1714373	570480.2
MTEMC	50-2W	2	50	PENTA	1989	1714590	570690.8
MTEMC	45-3W	3	45	PENTA	1989	1715091	571065.5
MTEMC	55-2W	2	55	PENTA	1989	1715350	571160.7
MTEMC	55-2S	2	55	Galvanized	1997	1704300	575179.3
MTEMC	50-1W	1	50	PENTA	2001	1704290	582082.9
MTEMC	50-2W	2	50	PENTA	1999	1710778	577886
MTEMC	45-4W	4	45	PENTA	1990	1710845	577872
MTEMC	50-2W	2	50	PENTA	1982	1709973	577980.6
MTEMC	40-5W	5	40	PENTA	1993	1708376	579109.6
MTEMC	50-3W	3	50	PENTA	1993	1708164	579702.7
MTEMC	40-4W	4	40	PENTA	1993	1708090	579892.4
MTEMC	50-3W	3	50	PENTA	1993	1708127	579904.9
MTEMC	40-4W	4	40	PENTA	1967	1708264	579293.7
MTEMC	40-4W	4	40	CCA	2007	1708613	578398.8
MTEMC	40-4W	4	40	CCA	2007	1708678	578283.3
MTEMC	45-4W	4	45	PENTA	1977	1709535	578236.4
MTEMC	45-4W	4	45	PENTA	1977	1709568	578352.3
MTEMC	45-3W	3	45	PENTA		1709587	578464.1
MTEMC	45-3W	3	45	PENTA	2000	1709592	578474.1
MTEMC	40-2W	2	40	PENTA	1993	1708235	579456.6
MTEMC	55-2W	2	55	PENTA	1989	1713204	579497.3

MTEMC	50-2W	2	50	PENTA	1989	1713006	579288.2
MTEMC	50-2W	2	50	PENTA	1989	1712801	579075.3
MTEMC	55-3W	3	55	PENTA	1973	1712644	579840.5
MTEMC	60-2W	2	60	PENTA	1999	1712538	578793
MTEMC	35-4W	4	35	PENTA	1989	1712588	578759.4
MTEMC	40-4W	4	40	PENTA	1977	1712718	578675.2
MTEMC	45-4W	4	45	PENTA	1961	1713084	578514.7
MTEMC	40-5W	5	40	PENTA	1977	1713233	578449
MTEMC	40-3W	3	40	PENTA	2000	1713380	578385.7
MTEMC	45-4W	4	45	PENTA	2000	1713547	578324.5
MTEMC	45-4W	4	45	PENTA	2000	1713746	578284.2
MTEMC	40-5W	5	40	PENTA	1947	1714027	578231.5
MTEMC	45-4W	4	45	PENTA	1982	1714221	578203.6
MTEMC	45-4W	4	45	PENTA	1979	1715912	578011.9
MTEMC	45-4W	4	45	PENTA	2000	1715691	578034.1
MTEMC	45-3W	3	45	CCA	2007	1715501	578054.7
MTEMC	45-4W	4	45	PENTA	2000	1715275	578077.6
MTEMC	45-4W	4	45	PENTA	2000	1714950	578113.3
MTEMC	45-4W	4	45	PENTA	2000	1714561	578156.5
MTEMC	50-3W	3	50	PENTA	1984	1714450	578108.2
MTEMC	55-3W	3	55	PENTA	1984	1714450	578167.2
MTEMC	50-2W	2	50	PENTA	1999	1714392	578195.2
MTEMC	50-H1S	H1	50	Galvanized	2006	1714379	578118
MTEMC	45-4W	4	45	PENTA	1979	1712990	578556.7
MTEMC	70-2W	2	70	PENTA	2000	1712623	579997.6
MTEMC	45-5W	5	45	PENTA	2000	1712540	580100.8
MTEMC	45-4W	4	45	PENTA	1968	1712466	580230.4
MTEMC	45-4W	4	45	PENTA	1946	1712344	580447.2
MTEMC	70-H2S	H2	70	Galvanized	2012	1708097	580101.9
MTEMC	50-3W	3	50	PENTA		1707898	580175.1
MTEMC	50-3W	3	50	PENTA	1993	1707313	580463.4
MTEMC	50-3W	3	50	PENTA	1993	1707105	580597.4
MTEMC	50-3W	3	50	PENTA	1993	1706882	580732.5
MTEMC	55-2W	2	55	PENTA	1993	1706652	580878.4
MTEMC	45-4W	4	45	Creosote	2006	1711947	579384.5
MTEMC	50-3W	3	50	PENTA	2001	1711885	579492.6
MTEMC	45-5W	5	45	PENTA	1976	1711816	579617.5
MTEMC	45-5W	5	45	PENTA	1976	1711782	579672.2
MTEMC	50-5W	5	50	PENTA	1985	1711725	579779.6
MTEMC	45-5W	5	45	PENTA	1959	1711635	579920.3
MTEMC	45-5W	5	45	PENTA	1972	1711581	580016.8
MTEMC	50-3W	3	50	PENTA	2001	1711622	579346.9
MTEMC	50-3W	3	50	PENTA	2001	1711441	579242
MTEMC	50-3W	3	50	PENTA	2001	1711356	579193.8
MTEMC	50-3W	3	50	PENTA	2001	1711270	579144.6
MTEMC	30-3W	3	30	PENTA	2001	1708877	578217.1
MTEMC	50-4W	4	50	PENTA	1994	1708752	578161.2

MTEMC	50-4W	4	50	PENTA	1994	1708685	578094.2
MTEMC	40-4W	4	40	CCA	2011	1708419	579007.9
MTEMC	45-4W	4	45	PENTA	1993	1708299	578935.8
MTEMC	35-6W	6	35	PENTA	1980	1708947	582290.3
MTEMC	50-2W	2	50	PENTA	1987	1717811	571454.8
MTEMC	45-3W	3	45	PENTA	1987	1718043	571677.9
MTEMC	45-3W	3	45	PENTA	1987	1718222	571875.8
MTEMC	45-3W	3	45	PENTA	1987	1718359	572100.5
MTEMC	50-2W	2	50	PENTA	1987	1718522	572363.1
MTEMC	45-3W	3	45	PENTA	1987	1718452	574206.5
MTEMC	45-3W	3	45	PENTA	1987	1718419	574503.7
MTEMC	45-3W	3	45	PENTA	1989	1716954	571051.1
MTEMC	45-4W	4	45	PENTA	1987	1716255	577977.2
MTEMC	45-4W	4	45	PENTA	2000	1716837	577914.7
MTEMC	45-3W	3	45	CCA	2007	1717140	577887.1
MTEMC	50-3W	3	50	PENTA	2001	1717440	577861.5
MTEMC	45-4W	4	45	PENTA	1985	1717720	577854.8
MTEMC	55-2W	2	55	CCA	2007	1717905	577827.5
MTEMC	55-2W	2	55	PENTA	1985	1718070	577787.7
MTEMC	60-2W	2	60	PENTA	1988	1718540	577675.1
MTEMC	55-2W	2	55	PENTA	1985	1718773	577599.2
MTEMC	55-2W	2	55	PENTA	1985	1719038	577546.8
MTEMC	55-2W	2	55	PENTA	1985	1719339	577498.1
MTEMC	50-4W	4	50	PENTA	1996	1719526	577468.9
MTEMC	55-2W	2	55	PENTA	1985	1719592	577461.3
MTEMC	50-4W	4	50	PENTA	1997	1719671	577452.4
MTEMC	50-3W	3	50	PENTA	1987	1719751	577441.3
MTEMC	55-2W	2	55	PENTA	1985	1719909	577420.6
MTEMC	50-3W	3	50	PENTA	1985	1720242	577374.7
MTEMC	55-2W	2	55	PENTA	1988	1720131	577387.9
MTEMC	55-2W	2	55	PENTA	1985	1720367	577356.1
MTEMC	50-3W	3	50	PENTA	1985	1720533	577332.5
MTEMC	55-2W	2	55	PENTA	1985	1720633	577316.8
MTEMC	55-2W	2	55	PENTA	1985	1720879	577284.8
MTEMC	55-2W	2	55	PENTA	1988	1720986	577269.5
MTEMC	55-2W	2	55	PENTA	1985	1721023	577264.1
MTEMC	50-2W	2	50	PENTA	1990	1721146	577246.5
MTEMC	50-3W	3	50	PENTA	1985	1721279	577231.3
MTEMC	55-2W	2	55	PENTA	1985	1721386	577215.7
MTEMC	50-3W	3	50	PENTA	1985	1721488	577200.8
MTEMC	55-2W	2	55	PENTA	1985	1721637	577181.3
MTEMC	65-3W	3	65	PENTA	1978	1721932	577143.9
MTEMC	50-3W	3	50	PENTA		1722406	576968.5
MTEMC	55-3W	3	55	PENTA	1973	1722640	577044.8
MTEMC	50-3W	3	50	PENTA	1974	1722851	577000.1
MTEMC	40-4W	4	40	PENTA	1982	1723014	576958.6
MTEMC	55-UW	U	55	PENTA		1723414	576702.2

MTEMC	40-4W	4	40	PENTA	1987	1723700	576626.7
MTEMC	55-UW	U	55	PENTA		1723627	576650.1
MTEMC	55-UW	U	55	PENTA		1723802	576591.9
MTEMC	55-UW	U	55	PENTA		1724056	576524.7
MTEMC	45-3W	3	45	PENTA	1987	1724010	576534
MTEMC	55-2W	2	55	PENTA	1988	1720045	577408.6
MTEMC	45-3W	3	45	PENTA	1987	1707953	586725.1
MTEMC	55-US	U	55	Galvanized		1718892	579513.6
MTEMC	45-2S	2	45	Galvanized		1718840	579250
MTEMC	50-2S	2	50	Galvanized		1718747	578749.9
MTEMC	50-2S	2	50	Galvanized		1718794	578999.2
MTEMC	50-1W	1	50	PENTA	2001	1703121	582372.4
MTEMC	50-2W	2	50	CCA	2004	1711161	579079
MTEMC	50-3W	3	50	Creosote	2004	1711121	579014.5
MTEMC	50-3W	3	50	Creosote	2004	1711044	578838.8
MTEMC	50-2W	2	50	Creosote	2004	1711033	578753.7
MTEMC	45-4W	4	45	Creosote	2004	1709054	578124.9
MTEMC	50-3W	3	50	Creosote	2004	1710856	577791.2
MTEMC	50-3W	3	50	Creosote	2004	1710969	578397.3
MTEMC	50-3W	3	50	Creosote	2004	1710990	578523.6
MTEMC	50-3W	3	50	Creosote	2004	1711007	578620.9
MTEMC	50-3W	3	50	Creosote	2004	1710342	577958.1
MTEMC	50-3W	3	50	Creosote	2004	1710496	577933
MTEMC	50-3W	3	50	Creosote	2004	1710668	577908.8
MTEMC	55-2W	2	55	Creosote	2004	1710884	577922.8
MTEMC	50-3W	3	50	Creosote	2004	1710908	578033.3
MTEMC	50-3W	3	50	Creosote	2004	1710934	578210.3
MTEMC	50-2W	2	50	CCA	2004	1710839	577700
MTEMC	Unknown	U	U	Unknown		1708758	568192.6
MTEMC	45-4W	4	45	PENTA	2001	1709877	578012.6
MTEMC	55-3W	3	55	PENTA	2001	1709642	578098.4
MTEMC	55-4W	4	55	PENTA	2001	1709520	578026.8
MTEMC	45-4W	4	45	PENTA	2001	1709411	578050
MTEMC	45-4W	4	45	PENTA	2001	1709332	578064.8
MTEMC	45-4W	4	45	PENTA	2001	1709218	578088.7
MTEMC	45-4W	4	45	PENTA	2001	1709025	578131.3
MTEMC	45-4W	4	45	PENTA	2001	1708870	578160.6
MTEMC	55-1W	1	55	PENTA	2001	1700879	582615.7
MTEMC	50-1W	1	50	PENTA	2001	1700561	582632
MTEMC	50-1W	1	50	PENTA	2001	1701033	582614.4
MTEMC	55-1W	1	55	PENTA	2001	1701336	582602.4
MTEMC	55-1W	1	55	PENTA	2001	1701552	582585.4
MTEMC	55-1W	1	55	PENTA	2001	1701707	582573.6
MTEMC	50-1W	1	50	PENTA	2001	1701971	582550.7
MTEMC	50-1W	1	50	PENTA	2001	1702680	582463.5
MTEMC	50-1W	1	50	PENTA	2001	1702903	582416.8
MTEMC	55-1W	1	55	PENTA	2001	1703349	582324.6

MTEMC	50-1W	1	50	PENTA	2001	1703568	582279.8
MTEMC	55-1W	1	55	CCA	2007	1703767	582237.4
MTEMC	50-1W	1	50	PENTA	2001	1703950	582182.8
MTEMC	55-1W	1	55	PENTA	2001	1704149	582125.1
MTEMC	55-1W	1	55	PENTA	2001	1704509	582013.7
MTEMC	60-1W	1	60	PENTA	2001	1704707	581930.1
MTEMC	55-1W	1	55	PENTA	2001	1704919	581843.4
MTEMC	60-1W	1	60	PENTA	2001	1705125	581760.4
MTEMC	55-1W	1	55	PENTA	2001	1705390	581644.8
MTEMC	50-1W	1	50	PENTA	2001	1705505	581602.4
MTEMC	50-1W	1	50	PENTA	2001	1705682	581521.1
MTEMC	50-1W	1	50	PENTA	2001	1705882	581425.8
MTEMC	55-1W	1	55	PENTA	2001	1705993	581375
MTEMC	50-3W	3	50	PENTA	2001	1706221	581266.2
MTEMC	50-1W	1	50	PENTA	2001	1706356	581202.4
MTEMC	55-1W	1	55	PENTA	2001	1706665	581053.2
MTEMC	50-1W	1	50	PENTA	2001	1702558	582488.6
MTEMC	60-2S	2	60	Galvanized	2004	1709441	574198.5
MTEMC	40-4W	4	40	Creosote	2004	1711499	580160.9
MTEMC	45-3W	3	45	PENTA	1996	1716924	570037.5
MTEMC	60-2S	2	60	Galvanized	2005	1697779	582733.1
MTEMC	60-2S	2	60	Galvanized	2005	1697807	582731.9
MTEMC	60-2W	2	60	Creosote	2003	1716953	570270.6
MTEMC	35-5W	5	35	CCA	2007	1708578	578492.8
MTEMC	50-2W	2	50	CCA	2007	1722959	576972.4
MTEMC	50-2W	2	50	CCA	2008	1723158	576786.5
MTEMC	45-4W	4	45	CCA	2009	1709653	578731.7
MTEMC	60-2W	2	60	CCA	2012	1718310	577729.7
MTEMC	55-2W	2	55	CCA	2012	1718631	577646.8
MTEMC	55-2W	2	55	PENTA	1985	1718900	577574.4
MTEMC	45-3W	3	45	PENTA	2000	1698555	582704
MTEMC	55-H14SS	H14	55	Galvanized	2013	1708940	570198.1
MTEMC	50-3W	3	50	CCA	2009	1709818	577046.6
MTEMC	45-H8S	H8	45	Galvanized	1993	1708187	579575.1
MTEMC	50-H1S	H1	50	Galvanized	2007	1714685	578142.9
MTEMC	45-4W	4	45	PENTA	1968	1712415	580322
MTEMC	45-4W	4	45	PENTA	1998	1707698	580360.6
MTEMC	40-4W	4	40	CCA	2012	1707952	580806.1
MTEMC	35-2W	2	35	CCA	2012	1708000	580541.1
MTEMC	50-3W	3	50	PENTA	1993	1707499	580347.5
MTEMC	45-4W	4	45	PENTA	1980	1708953	582385.4
MTEMC	50-3W	3	50	PENTA	2001	1718583	573771.5
MTEMC	55-2W	2	55	PENTA	1994	1717049	571039.2
MTEMC	60-2W	2	60	CCA	2012	1718508	577529.7
MTEMC	35-5W	5	35	CCA-CLAW	2014	1716889	580619.9
MTEMC	50-3W	3	50	CCA	2007	1716524	577948.4
MTEMC	55-2W	2	55	PENTA	1985	1718229	577748.2

MTEMC	55-2W	2	55	CCA	2010	1722268	577103.3
MTEMC	55-2W	2	55	CCA-CLAW	2013	1722417	577088.9
MTEMC	45-H3S	H3	45	Galvanized	2014	1724264	576593
MTEMC	50-H3S	H3	50	CCA-CLAW	2014	1724606	576490.6
MTEMC	45-3W	3	45	PENTA	1999	1708314	584954.9
MTEMC	50-3W	3	50	Creosote	2004	1710950	578301.4
MTEMC	50-2W	2	50	CCA	2007	1699753	582662.6
MTEMC	60-2W	2	60	CCA	2010	1700010	582649.2
MTEMC	50-2W	2	50	CCA	2007	1710190	577977.1
MTEMC	60-H2S	H2	60	Galvanized	2013	1709381	574205.4
MTEMC	50-3W	3	50	Creosote	2004	1708684	568716.7
MTEMC	50-2W	2	50	CCA-CLAW	2013	1707674	580271.3
MTEMC	45-3W	3	45	CCA	2012	1707870	580792.8
MTEMC	55-2W	2	55	CCA-ET	2013	1700347	582639.7
MTEMC	50-H2S	H2	50	Galvanized	2014	1718508	574043.6

**LICENSE AGREEMENT
FOR
POLE ATTACHMENTS
City of Franklin Contract No. 2015-0333**

This Agreement made as of this _____ day of _____, by and between The Middle Tennessee Electric Membership Corporation, hereinafter called the "Licensor," a party of the first part, and City of Franklin, Tennessee, hereinafter called the "Licensee," party of the second part.

WITNESSETH

WHEREAS, Licensee and Licensor are parties to that certain License Agreement for Pole Attachments dated July 17, 1995, under which Licensee has attached fiber and traffic cabling to Licensor's facilities within part of the area served by The Middle Tennessee Electric Membership Corporation (the "Prior Agreement"); and,

WHEREAS, Licensee and Licensor desire to continue such joint use and enter into a new license agreement that will replace and supersede the Prior Agreement;

WHEREAS, Licensee desires to erect and maintain aerial cables, wires and associated appliances throughout the City of Franklin and also desires to attach or install such cables, wires and appliances to poles of the Licensor; and,

WHEREAS, the parties hereto recognize that the erection, placement, presence, maintenance, use and removal of Licensee's facilities in the vicinity of Licensor's facilities as provided in this Agreement, increases the exposure of Licensor for damage to or loss of Licensor's property and the property of third persons, and for injury to or death of the employees of each of the parties hereto, as well as the employees of contractors and of subcontractors of each of the parties hereto, and to third persons, and that the Licensor's exposure to claims, demands and suits is accordingly increased to a greater degree that exists in the absence of Licensee's facilities in the vicinity of Licensor's facilities at any location; and,

WHEREAS, the parties hereto recognize that risk from such increased exposures should be borne by the Licensee since it is anticipated that the use of this Agreement will enable the Licensee to utilize fiber services and traffic cabling at a substantial savings in both original cost and in operating expenses; and,

WHEREAS, subject in all instances to considerations of Licensor's service requirements including considerations of economy and safety (which requirements, together with its obligations under joint-use agreements with companies or municipalities providing communication service to the public or fire alarm systems shall be paramount to any permits granted hereunder) Licensor is willing when it may lawfully do so to permit the attachment

or installation of Licensee's cables, wires, and appliances to Licensor poles, provided the Licensor have the absolute right to refuse to issue any permit hereunder whenever the Licensor determines that the issuance of such a permit is unsafe or is otherwise objectionable to the Licensor.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

APPLICATION is the process used by the Licensee to receive Licensor's permission to install initial facilities to Licensor's poles and to add additional facilities, including Over-lashing of existing facilities, to modify mechanical loading of Licensor's poles, or to otherwise alter the clearances of and/or separation between facilities attached to or in between Licensor's poles.

ATTACHMENT is any wire, line or apparatus attached to a pole owned by Licensor, including, but not limited to, cables, service drops, power supplies, pedestals, bonding wires, Over-Lashings, guy wires and anchors required to support unbalanced loads. A single attachment includes the vertical space consisting of a total of twelve inches (12") either above or below (but not both) the bolted attachment. Any apparatus or facilities, except cable risers and power supplies associated with other aerial attachments, located fully or partly outside this vertical space shall constitute an additional attachment or attachments. Each thru-bolt type attachment where the pole is drilled and bolted to support cable and messenger will count as a separate attachment without respect to separation from an additional attachment. Where only one bolted attachment is affixed to the Licensor's pole, and service wires installed on "J-Hooks" are located within a space consisting of a total of twelve inches (12") either above or below (but not both) of the bolted attachment, such locations shall be counted as a single attachment.

CODE means the National Electrical Safety Code, as it may be amended from time to time.

INJURIES include death, personal injury and property damage or destruction.

JOINT USE is maintaining or specifically reserving space for the attachments parties on the same pole at the same time.

JOINT USE POLE is a pole upon which space is provided under this Agreement for the Attachments of both parties.

LICENSEE is the party hereto having the right under this Agreement to attachments to a joint use pole owned by the other party hereto.

LICENSOR is the party owning the joint use pole and giving the other party the right under this Agreement to make attachment thereto.

POLE or **DISTRIBUTION POLE** is a wooden, concrete, or steel structure owned by Licensor and normally used by Licensor to support distribution lines and related facilities of

Licensors, including drop and lift poles. In the event the Licensor installs a pole larger than is initially required for Licensor's and Licensee's use in anticipation of Licensor's future requirements or additions, the additional space provided by Licensor shall be reserved for Licensor's sole use.

REARRANGING OF ATTACHMENTS is the moving of attachments from one position to another on a joint use pole.

STANDARD JOINT USE OF ATTACHMENT POLE means a 40 foot, class 4 treated wood pole which meets the requirements of the Code.

STANDARD SPACE ALLOCATION means an allocation of sufficient space on a joint use pole for the use of each party, taking into consideration requirements of the Code.

TRANSFERRING OF ATTACHMENTS is the removing of attachments from one pole and placing them upon another pole.

UNAUTHORIZED ATTACHMENT means any affixation of any Licensee Attachment of any nature to any property of Licensor, which has not been previously authorized by Licensor or authorized as required by this Agreement. Unauthorized Attachment may include, without limitation, any attachment affixed to Licensor's poles without permission from Licensor. Over-lashing of existing facilities without an approved application from the Licensor shall also be considered an Unauthorized Attachment.

ARTICLE II SCOPE OF AGREEMENT

(a) Subject to the provisions of this Agreement, the Licensor will issue to Licensee revocable, nonexclusive permits authorizing the attachment of Licensee's cables, equipment and facilities to Licensor's poles. The Licensee shall not attach, install or use such cables, equipment and facilities for any purpose other than for providing fiber services in said area, and the transmission of other lawful signals in connection therewith, and any other lawful use of the system, including two-way communication.

(b) No use, however extended, of Licensor's poles and anchors or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles and anchors. Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.

(c) It is recognized by the Licensee that the Licensor has theretofore entered into, or may in the future enter into, agreements and arrangements with others not parties to this Agreement regarding the poles and anchors covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction of prohibition against Licensor with respect to such other agreements and arrangements.

(d) The rights of the Licensee shall at all times be subject to any present or future joint-use arrangement between Licensor and any other party regarding use of the facilities covered herein.

ARTICLE III SPECIFICATIONS

(a) Licensee's cables, wires and appliances, in each and every location shall be erected and maintained in accordance with the requirements and specifications of the latest revisions of the National Electrical Safety Code, the latest requirements of the Occupational Safety and Health Act of 1970 and in compliance with any rules or orders now in effect or that may hereafter be issued by the Licensor or other authority having jurisdiction. The location of Licensee's attachments to be made on each pole will be designated by Licensor, in accordance with attached drawings set out as Exhibit "D" attached hereto and made a part hereof. The location of any attachment may be redesignated by the Licensor from time to time; and Licensee shall promptly change Licensee's attachment to the re-designated location.

Licensee shall reimburse Licensor for all costs, including administrative charges and transportation costs incurred while working with Licensee and while working out approvals for initial attachments or rearrangements of attachments. Licensee agrees that all of its facilities will meet the standards and requirements as set out in Exhibit "D", hereto attached and made a part hereof.

(b) Failure of Licensee to comply with this Article or Exhibit "D" of this Agreement shall constitute a default of this Agreement on the part of Licensee.

ARTICLE IV LEGAL AUTHORITY

(a) Licensor does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys, and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Licensor's Poles, no liability on account thereof shall attach to the owner of the Poles. To the extent permissible under Tennessee law, Licensee shall indemnify and reimburse Licensor for all loss and expense which results from claims of governmental bodies, owners of property or others that Licensee has not a sufficient right or authority for placing and maintaining Licensee's facilities on Licensor's poles.

(b) The parties hereto shall at all times observe and comply with all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect; and the provisions of this Agreement shall be subject to all such laws, ordinances and regulations.

ARTICLE V APPLICATION REQUIREMENTS

(a) Before Licensee shall have a right to attach to any pole or anchor of the Licensors, the Licensee shall make application and receive a permit therefore. Upon issuing such permit, Licensors agree that Licensee is permitted to make the attachments thereby covered, subject to the terms and conditions in this Agreement. Licensors reserves the sole right to determine whether or not to issue a permit; and Licensors may consider the adverse effect on any of Licensors's electric facilities including, but not limited to, all question of economy, safety and future needs of Licensors and any contractual obligation of Licensors to any other public utilities, governmental bodies or other entities which may be entitled to use of, or control of such pole.

(b) Upon Licensors's receipt of Licensee's "Application of Pole Attachment Permit" and a \$50.00 permit fee, a representative of the Licensors will check Licensee's design and layout proposal. If permit is approved, Licensors will sign and return permit to Licensee. No permit shall include more than fifty (50) poles unless prior permission is obtained from Licensors.

(c) Approval of a Licensee's Application shall be valid for three hundred sixty five (365) days. If the Licensee fails to (1) accept and make payment of Make Ready Costs (if any) within one-hundred twenty (120) days of the Licensors's acceptance or (2) initiate construction within one (1) calendar year, the Licensors may, in its sole discretion, deem the terms and conditions outlined in the Application null and void, and require the submission of another Application on the part of the Licensee, along with engineering fees necessary to reimburse the Licensors for revised engineering and cost estimates. The Licensee must insure that its new facilities can be constructed and maintained in accordance with Article 3, Specifications, of this Agreement. Where field conditions preclude such compliance, Licensee shall notify the Licensors prior to construction.

(c) Licensors shall have the right to locate its facilities in whatever manner Licensors determines. No provisions of this Agreement shall be construed to require Licensors to relocate its facilities for the sole benefit of the Licensee.

(d) Should Licensee make an attachment to any pole or anchor of the Licensors without previously obtaining a "Pole Attachment Permit" duly signed by the Licensors, the Licensee shall be subject to a one hundred dollar (\$100.00) penalty for each unauthorized attachment to any pole or anchor of the Licensors.

ARTICLE VI PLACING OR REARRANGING ATTACHMENTS

(a) Licensors reserves the right to refuse to grant a permit for the attachment to its poles or anchors when Licensors determines, in its judgment, that the space on such pole is required for its exclusive use or that the pole or anchor may not reasonably be rearranged or replaced.

(b) Where Licensors rearranges its facilities to accommodate Licensee, the Licensee shall pay in advance Licensors the cost of rearrangement.

(c) Licensee is prohibited from tampering with, interfering with, removing or relocating any electrical facilities covered by this Agreement.

(d) Any unbalanced loading of Licensor's Distribution Poles caused by the placement of Licensee's circuits shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee may not place new guy attachments on Licensor's anchors without Licensor's prior consent. If mutually agreed between the Licensee and the Licensor, Licensor may install anchors and anchor rods, at Licensee's expense, with sufficient capacity for the Licensor's and Licensee's guying attachments. Licensee shall pay Licensor total costs of making these changes in advance. When the parties agree to use a common anchor, Licensee shall re-install Licensor's anchor rod bonding clamps on Licensor anchors after installing guy attachments to the anchor. No Licensee guys may be attached to Licensor's guys. All anchors and guys shall be installed and in effect prior to the installation of any of the Licensee's messenger wires or cables. All anchors and rods shall be in line with the strain or bisect the angle of the strain and shall be installed so that not more than six (6) inches of the rod remains out of the ground.

(e) Licensee shall not install any power supplies on any of Licensor's poles.

(f) When Licensor is requested by Licensee to install grounds or make connections to Licensor's system neutral, Licensee shall pay Licensor for the actual cost of installing such grounds.

(g) In the event a request for attachments is made by Licensee and steps are taken by Licensor to carry out the request by performing necessary engineering and administrative work and the job is cancelled causing the job not to be done or completed, the Licensee shall reimburse the Licensor for the actual cost incurred by the Licensor including engineering, clerical, administrative, and construction cost.

(h) Licensor reserves the right to inspect each new installation of Licensee on its poles or in the vicinity of its lines or appliances and to make periodic inspections, as plant conditions may warrant; and Licensee shall reimburse Licensor for the expense of such inspections. Inspections will not be made more often than once a year and upon notice to Licensee unless, in Licensor's judgment, such inspections are required for reasons involving safety or are required because of a violation of the terms of this Agreement by Licensee. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

(i) Over lashing by the Licensee shall constitute an additional attachment by the Licensee to the poles and facilities of Licensor and shall be subject to a separate application process. Licensee shall not be permitted to allow itself or any third party over lashing of Licensor's poles or facilities without Licensor's prior written approval. Licensee recognizes that over lashing is a separate application and that over lashing by Licensee without prior written approval of Licensor may place additional weight on Licensor's poles and facilities and in some instances may create a violation of the National Electric Safety Code. Licensee further acknowledges that Licensor's poles are designed to withstand a certain amount of loading, especially ice build-up, and over lashing may create a problem by providing a larger surface area for the ice to adhere to during ice conditions all of which necessitate strict compliance by Licensee of the terms and provisions prohibiting over lashing without prior written application approval.

(j) Licensee shall install and maintain permanent Licensee identification markers on each of Licensee's attachments prior to affixing them to Licensors poles and facilities. All Licensee identification markers shall be located at or near the point where Attachments are affixed to each pole. The identification markers must be of a type and form approved by Licensors and must be non-metallic, be of a distinctive and uniform design, be legible, and be clearly visible and observable from the ground by Licensors representatives. Licensee shall be responsible for periodically inspecting its permanent identification markers on its attachments to insure they comply with the foregoing. Should Licensors encounter any of Licensee's attachments without permanent identification markers, Licensors may notify Licensee; thereafter, Licensee shall have thirty (30) days from the date of written notification to install or repair such permanent identification markers.

ARTICLE VII POLE OR ANCHOR REPLACEMENTS

(a) In the event any pole of Licensors to which Licensee desires to make attachments is inadequate to support the additional facilities in accordance with the aforesaid specifications, Licensors will notify Licensee of the changes necessary to provide an adequate pole, together with the estimated cost thereof. In advance, the Licensee shall also pay to the owner or owners of other facilities attached to said poles any expense incurred by them for rearranging or transferring such facilities.

(b) Should Licensors, another utility, governmental body or other entity, with whom it then has a joint-use agreement, need for its own service requirements the space occupied by Licensee's attachments on any of Licensors poles or anchors, Licensors will notify Licensee in writing and will include the estimated costs of the changes necessary to provide adequate facilities. Within thirty (30) days after such notice Licensee shall indicate in writing to Licensors whether it desires Licensors to make the necessary changes to provide adequate facilities at Licensee's expense. If Licensee requests Licensors to make changes, Licensee shall pay Licensors estimated cost of making the changes in advance. Upon completion of the changes, the Licensee shall pay the Licensors the excess of actual cost over estimated cost or shall be credited with the excess of estimate over actual cost, if any. Licensee shall also pay in advance the owner or owners of other facilities attached to said pole to be rearranged or replaced for any expense incurred by it or them in rearranging or transferring such facilities to the new pole.

(c) Whenever it is necessary for Licensors to make pole or anchor replacements or rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensors will endeavor to perform or have performed such work after issuance of the permit as soon as is practicable, considering the service requirements of the Licensors.

ARTICLE VIII MAINTENANCE OF FACILITIES

(a) Licensee shall, at its own expense, make and maintain its pole and anchor attachments in a safe condition, in good repair, and in a manner acceptable to Licensor. Attachments made by Licensee shall not conflict with the use of said poles and anchors by Licensor or by other authorized users of said poles and anchors, or interfere with other facilities thereon or which may from time to time be placed thereon.

(b) Licensee shall within sixty (60) days, at its own expense, upon notice from Licensor, relocate or replace its facilities placed on said poles or anchors, or transfer them to substituted poles or anchors, or perform any other work in connection with said facilities that may be required by Licensor. Licensee is required to notify Licensor, by letter or electronic mail (e-mail) when work has been completed.

(c) In case of emergency, Licensor may relocate or replace Licensee's attachments. Licensee shall pay Licensor the total cost of making emergency rearrangements when billed.

(d) Any rearrangements of Licensor's facilities or replacement of poles required to accommodate Licensee's attachments shall be done by Licensor at Licensee's expense.

(e) Licensee shall secure necessary permits and trim trees as required for Licensee's facilities.

ARTICLE IX ABANDONMENT AND REMOVAL OF POLES

(a) If the Licensor desires at any time to abandon any pole to which the Licensee is attached, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Licensor shall have no attachments on such pole but the Licensee shall not have removed all of its attachments there from or have not notified Licensor, such pole shall thereupon become the property of the Licensee. To the extent permitted under Tennessee law, the Licensee shall save harmless the Licensor from all obligation, liability, damages, costs, expenses or charges incurred thereafter, because of or arising out of, the presence or condition of such pole or any attachments thereon; and shall pay the Licensor a sum equal to the then value in place of such abandoned pole, or poles for Failure to Transfer or Notify.

Upon Licensee taking ownership of abandoned pole or poles, Licensee shall be obligated to remove the pole or poles completely and fill in the pole holes. The intent of this is to ensure timely transfers and minimize situations of two or more poles needlessly remaining at the same location for extended periods of time.

(b) Upon notice from Licensor to Licensee that the system is to be converted from overhead to underground in a specified area and the poles will be removed, the permit covering the use of said poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed promptly from the affected poles.

(c) Upon notice from Licensor to Licensee that any pole or poles must be removed by reason of any state, municipal, or other governmental requirement, or the legal requirements of a property owner, the permit covering the use of said poles shall immediately be terminated and the cables, wires, and appliances of Licensee shall be removed promptly from the affected pole or poles.

ARTICLE X SPECIAL PROJECT

Installations other than those covered specifically by this Agreement shall be considered special projects and shall be negotiable. The design, construction, and cost of these jobs shall be decided and agreed upon, based on mutual benefits of both parties; but no such job shall be undertaken without the prior written consent of both parties to this Agreement.

ARTICLE XI TERMINATION OF LICENSES

(a) Upon notice from Licensor to Licensee that the use of any pole or anchor is not authorized by Federal, State, County, or Municipal authorities or private property owners, the permit covering the use of such pole or anchor shall immediately terminate and Licensee shall remove its cables, equipment, and facilities at once from the affected pole or anchor at Licensee's expense.

(b) Licensee may at any time remove its facilities from any pole or anchor of Licensor, and shall immediately give Licensor written notice of such removal. No refund of any rental will be made for removals. If Licensee surrenders its permit pursuant to the provisions of this Article, but fails to remove its facilities from Licensor's poles or anchors within sixty (60) days thereafter, Licensor shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities, but only to the extent permitted by Tennessee law. In the event Licensee's cables equipment and facilities shall be removed from any pole or anchor as provided by this Article, no attachment shall again be made to such pole or anchor unless Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE XII PAYMENT OF BILLS

(a) Bills for expense and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within sixty (60) days after presentation. Nonpayment of any such bill by Licensee shall constitute a default of this Agreement on the part of the Licensee.

(b) All amounts to be paid by Licensee under this Agreement shall be due and payable within sixty (60) days after receipt of an itemized invoice. Any payment not made within sixty (60) days from the due date shall bear interest at the rate of 1.5% per month until paid,

or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If Licensors bills the interest provided for in this paragraph but then receive a notification showing that the payment was timely made, the Licensors will write off and cancel interest.

ARTICLE XIII RENTAL PAYMENTS

(a) The Licensee shall pay the Licensors \$26.04 for two party and \$19.86 for three party pole attachment per year for each pole to which any attachment is made. The current pole attachments are shown in the attached Exhibit A; however, the pole attachments may be modified from time to time as necessary. Said rental shall be payable semiannually in advance on the first day of January and the first day of July of each year. Said rate shall remain in effect until **December 31, 2015***. The total fee shall be based on the number of poles to which attachments are being maintained on the first day of December and the first day of June respectively next preceding said payment dates. For the purpose of computing these rentals payments, each outstanding permit shall be construed as if the attachment authorized thereby had been made as of the date of the approval thereof by the Licensors even though the attachment has not been made on said day. ** To be adjusted by Handy Whitman Index.*

(b) No refund of any attachment fee will be paid on account of any termination or surrender of a permit granted hereunder.

(c) At intervals not exceeding five years, an actual inventory of attachments shall be made by representatives of both parties. Unless prevented by the provisions of a third party agreement, Actual Inventories shall include all Outside Parties attached to Licensors poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of making the Actual Inventory. If it is found by such field check that the Licensee has made an attachment to a pole or anchor of the Licensors without the "Pole Attachment Permit" as provided in Article V, the Licensee shall pay the regular contract rental rate for such attachment for the period since the last field inventory of Licensees attachments or for the period beginning with the date of this Agreement whichever period shall be the shorter. No refund shall be made for attachments paid for but found by the field check to have been removed without notification.

ARTICLE XIV REVISION OF THE RENTAL RATE

After one year from the date of this Agreement and at one-year intervals thereafter, the rental rate shall be subject to review by the Licensors. Such review may, in the sole discretion of Licensors, involve the use of an appropriate cost-allocation formula chosen by the Licensors. It being understood by both parties that Licensors may in its sole discretion, use the formula rate, but is not obligated to do so. Licensors may adjust the rental rate to equal the rate derived from application of the appropriate formula as hereinabove provided, or such other basis as the Licensors shall determine whether by formula or otherwise. Any increase or decrease resulting from the adjustment shall be effective on the next rental payment date following notification to the Licensee of the new rental rate.

ARTICLE XV

LIABILITY AND DAMAGES

(a) Licensors reserves to itself, its successors and assigns, the right to maintain its poles and anchors and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensors shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of or any manner out of the use of Licensors's poles and anchors. Licensors does agree to use reasonable precaution to avoid any interruption of service of Licensee or to avoid interference with the operation of or damage to the cables, equipment, and facilities of Licensee.

(b) Licensee shall exercise special precautions to avoid damaging the facilities of the Licensors and of others occupying Licensors's poles and anchors and subject to the limitations contained in Title 29, Chapter 20 of Tennessee Code Annotated, Licensee hereby assumes all responsibility for any and all loss for such damage, but only to the extent permitted by Tennessee law. Licensee shall make an immediate report to Licensors of the occurrence of any such damage and hereby agrees to reimburse the respective owners for the expense incurred in making repairs.

(c) To the degree permissible under Tennessee law, Licensee shall indemnify, protect, and save harmless Licensors, from and against any and all claims and demands for damages to property and injury to or death of persons, including payments made under any Workmen's Compensation law or under any plan for employees; disability and death benefits, which may be caused by the erection, maintenance, use or removal of Licensee's cable, equipment and facilities or by the proximity of the cables equipment and facilities of the Licensee to those of Licensors or its other Licensees, or by any act of Licensee on or in the vicinity of Licensors's pole and anchors, or Licensee's breach of any part of this Agreement. Unless such damage, injury or death is caused solely by the negligence of the Licensors, the Licensee's indemnity obligations, to the extent permissible under Tennessee law, shall not be limited or affected by any negligence of the Licensors. To the degree permissible under Tennessee law, Licensee shall also indemnify, protect and save harmless Licensors from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities including taxes, special charges by others, claims, and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's equipment whether arising from the use of Licensee's equipment in combination with Licensors's poles, anchors, or otherwise. To the extent permissible under Tennessee law, Licensee's indemnity obligations hereunder shall extend to and include all costs (including the services of Licensors's regular employees and retained attorneys) incident to the investigation and defense of all claims and demands to which Licensee's indemnity obligations apply.

(d) Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of any loss, injury or damage described in **(c)** above. The amounts of such insurance against liability due to damage to property or injury to or death of persons shall be no less than:

- (a) \$1,000,000 for personal or bodily injury to any one person
- (b) \$2,000,000 for personal or bodily injury in any one accident or occurrence basis if available.
- (c) \$500,000 property damage for any one accident, or occurrence basis if available

Licensee shall also carry insurance as will protect it from all claims under any Workmen's Compensation laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be approved by Licensor. The taking out of such insurance shall not relieve or limit Licensee from its liability to Licensor under this Agreement but shall only be added security. Licensee shall submit to Licensor certificates by each company insuring Licensee to this effect that it has insured Licensee for all liability of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after sixty (60) days' notice to Licensor. All such insurance policies shall provide the Licensor primary protection; and any other similar insurance provide the Licensor primary protection; and any other similar insurance protection available to the Licensor shall be excess coverage which shall not be used until the full protection from such primary policies has been exhausted.

(e) Subject to limitations of Title 29, Chapter 20 of Tennessee Code Annotated, the Licensee shall have no recourse whatsoever against the Licensor for any loss, cost, expense or damage arising out of any provision or requirement of this Agreement, unless such matter involves a breach by the Licensor of any express provision of this Agreement and the Licensor has failed to remedy such breach within 30 days after the receipt from the Licensee of written notice of the breach and of the Licensee's intention to sue for such breach if it is not corrected.

ARTICLE XVI

DUTIES, RESPONSIBILITIES, AND EXCULPATION

Licensor makes no representation as to the condition of the premises or equipment at or near which Licensee will work, the existing poles, equipment or installations, and has and assumes no responsibility to Licensee, its employees, agents, servants, and subcontractors, except to inform Licensee of any hidden defects or dangerous conditions known to Licensor and not known to or ascertainable by Licensee by reasonable inspection.

By executing the contract, Licensee warrants that it has or will fully acquaint itself with the conditions relating to the work it will undertake under this Agreement that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

It is further understood by and between the parties that in the performance of the work performed under this Agreement, the Licensee, its agents, servants, employees, and subcontractors will necessarily be required to work near, about, adjacent to and in the vicinity of energized (hot) lines, transformers, or other equipment of Licensor, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except

in an emergency endangering life, grave personal injury, or property. Licensee is fully and solely responsible for seeing that its employees, servants, agents, or subcontractors shall have the necessary skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Licensor, and the general public from harm or injury while performing under this Agreement, and furnishing them with competent supervision and sufficient and adequate tools and equipment, for their work to be performed in a safe manner while the existing equipment of Licensor is energized.

In the event any transformer or line is de-energized at Licensee's request and for its purposes, benefit and convenience in performing a particular segment of any work, Licensee shall be responsible for seeing that all clearances and arrangements for such cutoff of electric service shall conform with all applicable safety rules and regulations and Licensee shall complete the work with all reasonable speed so that service may be restored without unnecessary delay. In the event that Licensee shall unintentionally or accidentally cause an interruption of service, by damaging or interfering with any equipment or facilities of Licensor, Licensee shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting there from and shall notify Licensor immediately. Subject to limitations of Title 29, Chapter 20 of Tennessee Code Annotated, Licensee shall be solely answerable for any injuries or damages or claims for losses growing out of such interruption or de-energization of Licensor's electric system, to all persons whomsoever, and does hereby indemnify and hold harmless Licensor there from.

The Licensee further warrants that it is apprised of, conscious of, and understands the imminent dangers inherent in the work necessary to make installation on Licensor's poles by its personnel, employees, servants, agents, and subcontractors, and accepts it as its duty and sole responsibility to notify and inform its personnel, employees, and subcontractors of such dangers, and to keep them informed.

ARTICLE XVII RIGHTS OF OTHER PARTIES

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles or anchors covered by this Agreement.

ARTICLE XVIII SERVICE OF NOTICES

Wherever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and shall be effective when (a) if personally delivered, when delivered, (b) if sent by nationally recognized overnight courier when delivered to the overnight courier, with charges prepaid or billed to the account of the sender, (c) if sent by United States certified mail, when mailed postage prepaid, (d) if sent by e-mail, when transmitted without receipt of error message by the sender, or (e) regardless of the method of transmission, on the date that any attempted delivery of a notice is refused by the addressee.

If to Licensor: **Middle Tennessee Electric Membership Corporation**
555 New Salem Highway
Murfreesboro, TN 37129
E-mail: Glenn.McPeak@mtemc.com

If to Licensee:

City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
Eric.Stuckey@franklin.tn.gov
E-mail

As the case may be, or to such other address as either party may, from time to time, give the other party written directions to use for such notices.

ARTICLE XIX

TERMINATION OF AGREEMENT

(a) If either party shall fail to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from non-breaching party to correct such default or noncompliance, non-breaching party may, at its option, forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering the poles or anchors as to which such default or non-compliance shall have occurred.

(b) In addition, the either party shall have the right to terminate this entire Agreement, or individual licenses granted hereunder, without notice:

- (1)** If the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking, or
- (2)** If any permit or other authorization which may be required by any governmental authority, or from any property owner, for the operation or maintenance of Licensee's cables, equipment and facilities on Licensor's poles or anchors is revoked, denied, or not granted before the date when possession of such permit or authorization becomes a condition of continued operations, or
- (3)** If either party defaults under Article III

(c) If the insurance carrier shall at any time notify Licensor that the policy or policies of insurance, as provided under Article XV hereof, will be cancelled or changed so that the requirements of Article XV will no longer be satisfied, then this Agreement shall cease and terminate upon the effective date of such cancellation or change.

(d) This Agreement shall automatically cease and terminate whenever there is filed either by the Licensee or against the Licensee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or a trustee of all or substantially all of the Licensee's property, or whenever the Licensee make a general assignment for the benefit of creditors.

ARTICLE XX ASSIGNMENT OF RIGHTS

(a) Licensee shall not assign or transfer the privileges contained in this Agreement without the prior consent in writing of Licensor. The assignment or transfer by Licensee of such privileges without written consent of Licensor shall constitute a default of Licensee's obligations and notwithstanding any other provisions of this Agreement, Licensor may at its option forthwith terminate this Agreement or any license issued hereunder. Where control of Licensee is transferred, whether by sale of stock or otherwise, Licensee is transferred whether by sale or stock or otherwise, Licensee shall promptly notify Licensor in writing. Failure of Licensee to give such notice shall be cause for termination of this Agreement, at the option of Licensor, as provided hereinabove in this paragraph.

(b) Subject to the provisions of paragraph **(a)** hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XXI WAIVER OF TERMS AND CONDITIONS

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice to declare this Agreement or any licenses granted hereunder terminated shall not constitute a general waiver or relinquishment of any such terms, conditions, or acts but the same shall be and remain at all times in full force and effect.

ARTICLE XXII SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement, but all such supplemental agreements shall be in writing signed by both parties hereto.

ARTICLE XXIII TERM OF AGREEMENT

This Agreement shall become effective upon its execution and if not terminated in accordance with other provisions of this Agreement shall continue in effect for a term of three (3) years. Either party may terminate this Agreement at the end of the three (3) year term by giving to the other party written notice of an intention to terminate the Agreement at least six (6) months prior to the end of the said term; but, upon failure to give such notice, this Agreement shall continue in force upon the same terms and conditions for a further term of one (1) year, and for one (1) year periods thereafter, until terminated by either party at the end of any current term by giving to the other party written notice of an intention so to terminate the Agreement at least six (6) months prior to the end of such term. Upon

termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately begin to remove its cables, equipment, and facilities from all poles and anchors of Licensor, and Licensee shall complete such removal within six (6) months next following the termination date. Despite any such termination the Licensee shall pay the rental payments provided herein until all attachments are removed. If not so removed, Licensor shall have the right to remove Licensee's cable, equipment and facilities at the cost and expense of Licensee and without any liability therefore; and Licensee shall be conclusively presumed to have abandoned all such cable, equipment and facilities not so removed by the Licensee, so that Licensor may dispose of the same in any manner Licensor wishes to use. Even after the termination of this Agreement, the Licensee's responsibility and indemnity obligations shall continue until all of Licensee's cable, equipment and facilities have been removed from Licensor's facilities. If after removal of Licensee's facilities, Licensor finds any damage incurred by Licensee, Licensee will reimburse Licensor total costs of damages. Licensee shall diligently seek annual appropriation of the fees contained in this License Agreement. Continued compliance with this Agreement shall be subject to annual appropriation of its legislative body. Should the Licensee's legislative body fail to appropriate adequate funds for this License, the Licensee shall have the ability to terminate this License and initiate removal of its equipment from the Licensor's poles.

ARTICLE XXIV DETERMINATION OF CHARGES TO LICENSEE

Wherever this Agreement provides for the Licensee to pay for work done by Licensor, the charge for such work shall include all material, labor, engineering and administrative costs and applicable overheads which shall include but not be limited to stores expense, wage allowance, insurance, transportation, and printing expense. Licensor will credit Licensee for any salvage.

ARTICLE XXV ELECTRICAL SERVICE TO LICENSEE

Electrical service to Licensee shall be provided according to standard practices by the Licensor and shall be covered under a separate agreement.

ARTICLE XXVI FRANCHISE RIGHTS

Notwithstanding anything elsewhere herein provided, nothing contained in this Agreement shall abrogate, limit or affect any obligation of the Licensee under any franchise granted to the Licensee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day and year first above written, each party hereto retaining an executed copy hereof.

Attest:

THE MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

Administrative Assistant

By: _____
Thomas E. Suggs, Jr.
Chief Operating Officer

Date Signed

Attest

CITY OF FRANKLIN, TENNESSEE

Eric S. Stuckey, City Administrator

By: _____
Dr. Ken Moore, Mayor

Date Signed

Approved as to form by

Kristen L. Corn, Assistant City Attorney

MTEMC License Agreement for Pole Attachments – List of 249 Poles November 13, 2015

OWNER	SH UNIT	CLASS	HEIGHT	MFG_TREA	BIRTH_DA	GPS_X	GPS_Y
MTEMC	50-1W	1	50	PENTA	2001	1702451	582510.9
MTEMC	50-1W	1	50	PENTA	2001	1702099	582539.9
MTEMC	45-3W	3	45	PENTA	2000	1699452	582669.3
MTEMC	45-3W	3	45	PENTA	2000	1699153	582680.9
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MTEMC	45-3W	3	45	PENTA	2000	1698255	582714.6
MTEMC	45-3W	3	45	PENTA	2000	1697957	582725.6
MTEMC	45-3W	3	45	PENTA	2000	1697656	582738.3
MTEMC	45-3W	3	45	PENTA	2000	1697353	582749.5
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MTEMC	45-2W	2	45	PENTA	2000	1695625	582861.9
MTEMC	45-2W	2	45	PENTA	2000	1695238	582915.4
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MTEMC	55-2W	2	55	CCA	2007	1708835	569279.5
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MTEMC	50-3W	3	50	PENTA	1993	1708164	579702.7
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MTEMC	50-3W	3	50	PENTA	1993	1708127	579904.9
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MTEMC	45-4W	4	45	PENTA	2000	1713746	578284.2
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MTEMC	45-3W	3	45	CCA	2007	1715501	578054.7
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MTEMC	45-4W	4	45	PENTA	2000	1714950	578113.3
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MTEMC	50-2W	2	50	PENTA	1999	1714392	578195.2
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MTEMC	70-2W	2	70	PENTA	2000	1712623	579997.6
MTEMC	45-5W	5	45	PENTA	2000	1712540	580100.8
MTEMC	45-4W	4	45	PENTA	1968	1712466	580230.4
MTEMC	45-4W	4	45	PENTA	1946	1712344	580447.2
MTEMC	70-H2S	H2	70	Galvanized	2012	1708097	580101.9
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MTEMC	50-3W	3	50	PENTA	2001	1711885	579492.6
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MTEMC	45-5W	5	45	PENTA	1959	1711635	579920.3
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MTEMC	50-3W	3	50	PENTA	2001	1711270	579144.6
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MTEMC	50-4W	4	50	PENTA	1994	1708752	578161.2

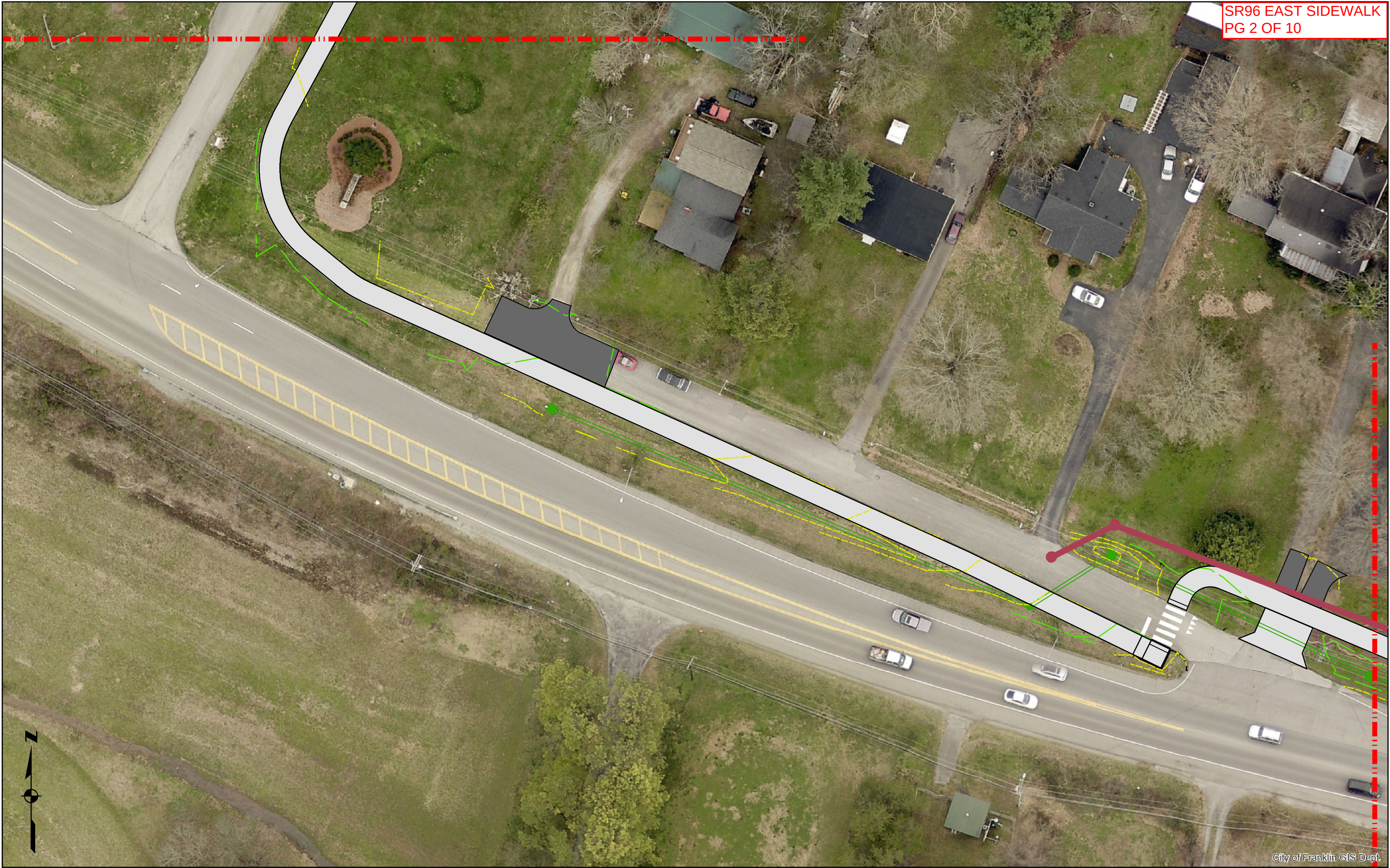
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MTEMC	45-3W	3	45	PENTA	1987	1718043	571677.9
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MTEMC	45-3W	3	45	PENTA	1987	1718452	574206.5
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MTEMC	45-4W	4	45	PENTA	2000	1716837	577914.7
MTEMC	45-3W	3	45	CCA	2007	1717140	577887.1
MTEMC	50-3W	3	50	PENTA	2001	1717440	577861.5
MTEMC	45-4W	4	45	PENTA	1985	1717720	577854.8
MTEMC	55-2W	2	55	CCA	2007	1717905	577827.5
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MTEMC	55-2W	2	55	PENTA	1985	1718773	577599.2
MTEMC	55-2W	2	55	PENTA	1985	1719038	577546.8
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MTEMC	50-4W	4	50	PENTA	1997	1719671	577452.4
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MTEMC	50-3W	3	50	PENTA	1985	1720242	577374.7
MTEMC	55-2W	2	55	PENTA	1988	1720131	577387.9
MTEMC	55-2W	2	55	PENTA	1985	1720367	577356.1
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MTEMC	55-2W	2	55	PENTA	1985	1720879	577284.8
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MTEMC	55-2W	2	55	PENTA	1985	1721386	577215.7
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MTEMC	55-2W	2	55	PENTA	1985	1721637	577181.3
MTEMC	65-3W	3	65	PENTA	1978	1721932	577143.9
MTEMC	50-3W	3	50	PENTA		1722406	576968.5
MTEMC	55-3W	3	55	PENTA	1973	1722640	577044.8
MTEMC	50-3W	3	50	PENTA	1974	1722851	577000.1
MTEMC	40-4W	4	40	PENTA	1982	1723014	576958.6
MTEMC	55-UW	U	55	PENTA		1723414	576702.2

MTEMC	40-4W	4	40	PENTA	1987	1723700	576626.7
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MTEMC	55-UW	U	55	PENTA		1723802	576591.9
MTEMC	55-UW	U	55	PENTA		1724056	576524.7
MTEMC	45-3W	3	45	PENTA	1987	1724010	576534
MTEMC	55-2W	2	55	PENTA	1988	1720045	577408.6
MTEMC	45-3W	3	45	PENTA	1987	1707953	586725.1
MTEMC	55-US	U	55	Galvanized		1718892	579513.6
MTEMC	45-2S	2	45	Galvanized		1718840	579250
MTEMC	50-2S	2	50	Galvanized		1718747	578749.9
MTEMC	50-2S	2	50	Galvanized		1718794	578999.2
MTEMC	50-1W	1	50	PENTA	2001	1703121	582372.4
MTEMC	50-2W	2	50	CCA	2004	1711161	579079
MTEMC	50-3W	3	50	Creosote	2004	1711121	579014.5
MTEMC	50-3W	3	50	Creosote	2004	1711044	578838.8
MTEMC	50-2W	2	50	Creosote	2004	1711033	578753.7
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MTEMC	50-3W	3	50	Creosote	2004	1710856	577791.2
MTEMC	50-3W	3	50	Creosote	2004	1710969	578397.3
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MTEMC	50-3W	3	50	Creosote	2004	1711007	578620.9
MTEMC	50-3W	3	50	Creosote	2004	1710342	577958.1
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MTEMC	50-3W	3	50	Creosote	2004	1710668	577908.8
MTEMC	55-2W	2	55	Creosote	2004	1710884	577922.8
MTEMC	50-3W	3	50	Creosote	2004	1710908	578033.3
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MTEMC	50-1W	1	50	PENTA	2001	1702558	582488.6
MTEMC	60-2S	2	60	Galvanized	2004	1709441	574198.5
MTEMC	40-4W	4	40	Creosote	2004	1711499	580160.9
MTEMC	45-3W	3	45	PENTA	1996	1716924	570037.5
MTEMC	60-2S	2	60	Galvanized	2005	1697779	582733.1
MTEMC	60-2S	2	60	Galvanized	2005	1697807	582731.9
MTEMC	60-2W	2	60	Creosote	2003	1716953	570270.6
MTEMC	35-5W	5	35	CCA	2007	1708578	578492.8
MTEMC	50-2W	2	50	CCA	2007	1722959	576972.4
MTEMC	50-2W	2	50	CCA	2008	1723158	576786.5
MTEMC	45-4W	4	45	CCA	2009	1709653	578731.7
MTEMC	60-2W	2	60	CCA	2012	1718310	577729.7
MTEMC	55-2W	2	55	CCA	2012	1718631	577646.8
MTEMC	55-2W	2	55	PENTA	1985	1718900	577574.4
MTEMC	45-3W	3	45	PENTA	2000	1698555	582704
MTEMC	55-H14SS	H14	55	Galvanized	2013	1708940	570198.1
MTEMC	50-3W	3	50	CCA	2009	1709818	577046.6
MTEMC	45-H8S	H8	45	Galvanized	1993	1708187	579575.1
MTEMC	50-H1S	H1	50	Galvanized	2007	1714685	578142.9
MTEMC	45-4W	4	45	PENTA	1968	1712415	580322
MTEMC	45-4W	4	45	PENTA	1998	1707698	580360.6
MTEMC	40-4W	4	40	CCA	2012	1707952	580806.1
MTEMC	35-2W	2	35	CCA	2012	1708000	580541.1
MTEMC	50-3W	3	50	PENTA	1993	1707499	580347.5
MTEMC	45-4W	4	45	PENTA	1980	1708953	582385.4
MTEMC	50-3W	3	50	PENTA	2001	1718583	573771.5
MTEMC	55-2W	2	55	PENTA	1994	1717049	571039.2
MTEMC	60-2W	2	60	CCA	2012	1718508	577529.7
MTEMC	35-5W	5	35	CCA-CLAW	2014	1716889	580619.9
MTEMC	50-3W	3	50	CCA	2007	1716524	577948.4
MTEMC	55-2W	2	55	PENTA	1985	1718229	577748.2

MTEMC	55-2W	2	55	CCA	2010	1722268	577103.3
MTEMC	55-2W	2	55	CCA-CLAW	2013	1722417	577088.9
MTEMC	45-H3S	H3	45	Galvanized	2014	1724264	576593
MTEMC	50-H3S	H3	50	CCA-CLAW	2014	1724606	576490.6
MTEMC	45-3W	3	45	PENTA	1999	1708314	584954.9
MTEMC	50-3W	3	50	Creosote	2004	1710950	578301.4
MTEMC	50-2W	2	50	CCA	2007	1699753	582662.6
MTEMC	60-2W	2	60	CCA	2010	1700010	582649.2
MTEMC	50-2W	2	50	CCA	2007	1710190	577977.1
MTEMC	60-H2S	H2	60	Galvanized	2013	1709381	574205.4
MTEMC	50-3W	3	50	Creosote	2004	1708684	568716.7
MTEMC	50-2W	2	50	CCA-CLAW	2013	1707674	580271.3
MTEMC	45-3W	3	45	CCA	2012	1707870	580792.8
MTEMC	55-2W	2	55	CCA-ET	2013	1700347	582639.7
MTEMC	50-H2S	H2	50	Galvanized	2014	1718508	574043.6





















ORDINANCE 2015-21

TO BE ENTITLED: “AN ORDINANCE TO AMEND CHAPTER 8, SECTION 8.3, AND CHAPTER 4, SECTIONS 4.1.4 AND 4.1.6 OF THE FRANKLIN ZONING ORDINANCE WHICH REGULATE ACCESSORY USES AND STRUCTURES, AND CHAPTER 3, SECTION 3.5.6, CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, TO PERMIT ACCESSORY DWELLINGS IN CERTAIN SPECIAL AREAS.”

WHEREAS, the Land Use Plan, which is the City’s guiding policy document for land use, recommends that the Franklin Zoning Ordinance be amended to allow accessory dwellings within certain areas of Central Franklin to broaden the range of housing options for citizens; and

WHEREAS, the City of Franklin Housing Needs Assessment recommends accessory dwellings as a housing strategy for a healthy community; and

WHEREAS, accessory dwellings subordinate in height and size to the principal dwelling allow for neighborhood scale infill while retaining the overall character of the neighborhood; and

WHEREAS, this Ordinance text amendment allows accessory dwellings to be located in certain Character Area Overlay Districts and establishes additional standards; and

WHEREAS, this text amendment is in the best interest of the citizens of Franklin.

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

SECTION I. That Chapter 8, Section 8.3, Definitions and Use Classifications, of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~striketrough~~; to add the following text noted in **bold**, and is approved to read as follows:

8.3 Definitions and Use Classifications

. . .

Accessory Dwelling

An accessory dwelling is a small, detached, self-contained dwelling located on the same lot as a larger, existing single-family dwelling. It may be a stand-alone structure or be located above a detached garage.

. . .

SECTION II. That Chapter 4, Section 4.1, Subsection 4.1.4 (1), Listed Accessory Uses, of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~striketrough~~; to add the following text noted in **bold**, and to renumber the subsequent Additional Requirement references accordingly, and is approved to read as follows:

TABLE 4-1: PERMITTED ACCESSORY USES

P = Permitted Shaded Cell = Prohibited

Accessory Use or Structure	Base Zoning Districts [1]																Addt'l Req.			
	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	CI	GO	NC	CC		GC	LI	HI
Accessory Dwelling [1] [3]		P	P	P	P	P	P	P												Sec 4.1.6(1)

NOTES:

- [1] Lots within an overlay district are subject to the district-specific standards in Chapter 3: Zone Districts, Use Tables, and Dimensional Standards, that may prohibit an accessory use otherwise allowed in a base district.
- [2] Major Recreational Equipment shall also be permitted to be stored or parked at an approved Self-Storage Facility.
- [3] **Accessory dwellings shall be permitted in the CFCO 1, 2, 3, 7, and 8 Overlay Districts in accordance with the standards in 4.1.6.**

SECTION III. That Chapter 4, Section 4.1, Subsection 4.1.6, Additional Standards for Certain Accessory Uses, of the Franklin Zoning Ordinance is hereby amended to add the following text in **bold** as a new Subsection 4.1.6(1) and to renumber the subsequent Subsections accordingly, and to replace (____) with the effective date of this ordinance:

4.1.6 Additional Standards for Certain Accessory Uses

(1) Accessory Dwellings

Accessory dwellings shall:

- (a) Be permitted in detached residential zoning districts that are also within CFCO 1, 2, 3, 7, or 8 and be permitted within SD-R or SD-X as part of an approved development plan;**
- (b) Be accessory to an existing, detached principal dwelling;**
- (c) Be subordinate to the principal dwelling by:**
 - i. Limiting the building footprint to 35 percent of the building footprint of the principal dwelling;**
 - ii. Not exceeding one story when the principal dwelling is one story and in no case shall the height of the accessory dwelling exceed the height of the principal dwelling, measured from natural grade; and**
 - iii. Not exceeding one and one-half stories when the principal dwelling is one and one-half stories or more, but in no case shall the height of the accessory dwelling be within three feet of the height of the principal dwelling.**
- (d) Be on a lot of 4,000 square feet or more and be located to the rear, behind the rear plane of the principal dwelling;**
- (e) Be served by at least one, but not more than two, off-street parking spaces dedicated to the accessory dwelling. Tandem spaces shall not be counted toward meeting the parking requirement;**
- (f) Not be permitted to have an additional curb cut along the street where the principal dwelling fronts;**

- (g) Not be counted in calculations of maximum residential density in the base zoning district, but if an accessory dwelling is connected to the principal dwelling by a covered walkway, then the accessory dwelling shall be counted toward the maximum accessory building allowance in Section 4.1.2(8) and shall meet the size requirements in 4.1.6(1)(c);
- (h) Be located on a lot where:
 - i. Either the principal dwelling or the accessory dwelling is owner-occupied;
 - ii. The lot shall not be subdivided such that the accessory dwelling is located on a different lot than the principal dwelling; and
 - iii. The accessory dwelling shall be owned by the same person as the principal structure and shall not be sold apart or as a condominium.
- (i) Meet the following design standards:
 - i. Durable exterior building materials shall be used that are the same or higher quality as surrounding developments; however, when the principal structure is predominantly brick or stone, the introduction of smooth wood or fibrous cement siding is allowed to reinforce the ancillary and subordinate nature of the accessory dwelling, and the foundation shall not be required to meet Section 5.3.5(1)(e);
 - ii. The style and design shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure;
 - iii. Dormers shall relate to the style and proportion of windows on the principal dwelling and shall be set back a minimum of two feet from the exterior wall; and
 - iv. The location and design of the accessory dwelling shall minimize its impact on the privacy of adjacent properties by limiting the stairs, decks, entry doors, and major windows to the walls facing the primary residence, or to the alley or street, or to the interior of the lot, and away from adjacent properties where feasible.
- (j) Be allowed to be converted from an existing accessory structure in existence at the adoption of this Ordinance dated (____) as long as the conversion does not increase any existing nonconformity. Any accessory structure constructed after the date of this adoption may be converted into an accessory dwelling as long as it meets all standards in Section 4.1.6(1); and
- (k) Meet all other applicable code requirements, including a Certificate of Appropriateness as applicable. Prior to the issuance of a Certificate of Occupancy, an instrument shall be prepared and recorded with the register's office covenanting that the accessory dwelling is being established accessory to a principal structure and may only be used under the conditions listed in Section 4.1.6(1)(h).

. . .

SECTION IV. That Chapter 3, Section 3.5, Subsection 3.5.6, CFCO—Central Franklin Character Area Overlay District, of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

3.5.6—Central Franklin Character Area Overlay District

. . .

(2) Special Areas

(b) CFCO-1 Standards

. . .

(ii) Uses

This special area allows for a diverse mix of uses, including detached and attached residential dwellings, accessory ~~units~~ **dwellings in accordance with Section 4.1.6(1)**, neighborhood and local commercial and office uses, civic uses and vertical mixed-uses. Such uses shall be permitted in compliance with the land use plan.

. . .

(c) CFCO-2 Standards

. . .

(ii) Uses

This special area allows for a diverse mix of uses, including detached and attached residential dwellings, accessory ~~units~~ **dwellings in accordance with Section 4.1.6(1)**, neighborhood and local commercial and office uses, civic uses and vertical mixed-uses. Such uses shall be permitted in compliance with the land use plan.

. . .

(d) CFCO-3 Standards

- (i) New residential development shall match the existing character of traditional areas, including architecture, materials, scale, and setbacks. **Accessory dwellings shall be permitted in accordance with Section 4.1.6(1).**

. . .

(h) CFCO-7 Standards

- (i) Structured parking, if provided shall be screened from view and should not have a presence along the streetscape. Structured parking may be allowed on the outside of the block if it maintains active ground floor uses.
- (ii) **Accessory dwellings shall be permitted in accordance with Section 4.1.6(1).**

(i) CFCO-8 Standards

- (i) Buildings shall not exceed 2 stories in height.
- (ii) **Accessory dwellings shall be permitted in accordance with Section 4.1.6(1).**

. . .

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PASSED SECOND READING:

PUBLIC HEARING HELD:

PASSED THIRD READING:

Central Franklin Special Areas 1, 2, 3, 7, and 8

The map displays the following neighborhoods and streets within the special areas:

- Area 1:** Includes streets like MAIN, CHURCH, and MARGIN.
- Area 2:** Includes streets like MARGIN, 4TH, 3RD, 2ND, and MAIN.
- Area 3:** Includes streets like LANCASTER, PARSONS, WINSLOW, MYLES MANOR, LYSBETH, FRANKLIN, OLD LIBERTY, DANIELS, and DANIELS.
- Area 7:** Includes streets like NATCHEZ, SHORT, ACTON, PLAZA, CUMMINS, EVANS, BUFGORD, PARKVIEW, RITZY, ADAMS, STEWART, CLEBURNE, JENNINGS, GIST, BATTLEFIELD, MEADOWLAWN, BELAIRE, MERCURY, HIGHLAND, SUNSET, JAMES, AVONDALE, CAROLYN, FAIRGROUND, ACADEMY, EVERBRIGHT, STRAHL, FOWLKES, PARK, 11TH, 10TH, 9TH, 8TH, 7TH, 6TH, 5TH, 4TH, 3RD, 2ND, 1ST, and COLUMBIA.
- Area 8:** Includes streets like SHAWNEE, WEST END, BROOKWOOD, PETWAY, FORREST, PETWAY, EDGWOOD, MEADE, EASTVIEW, HILL, HARPEH, PERKINS, FIGUERS, BOSTICK, SPRING, ALICIA, BATTLE, CANNON, and CARR.

Legend:

- Central Franklin Character Area Overlay Districts (Purple)
- City Limits (Yellow)

Scale: 0 to 0.5 Miles

Inset Map: Shows the location of Central Franklin within the city limits.

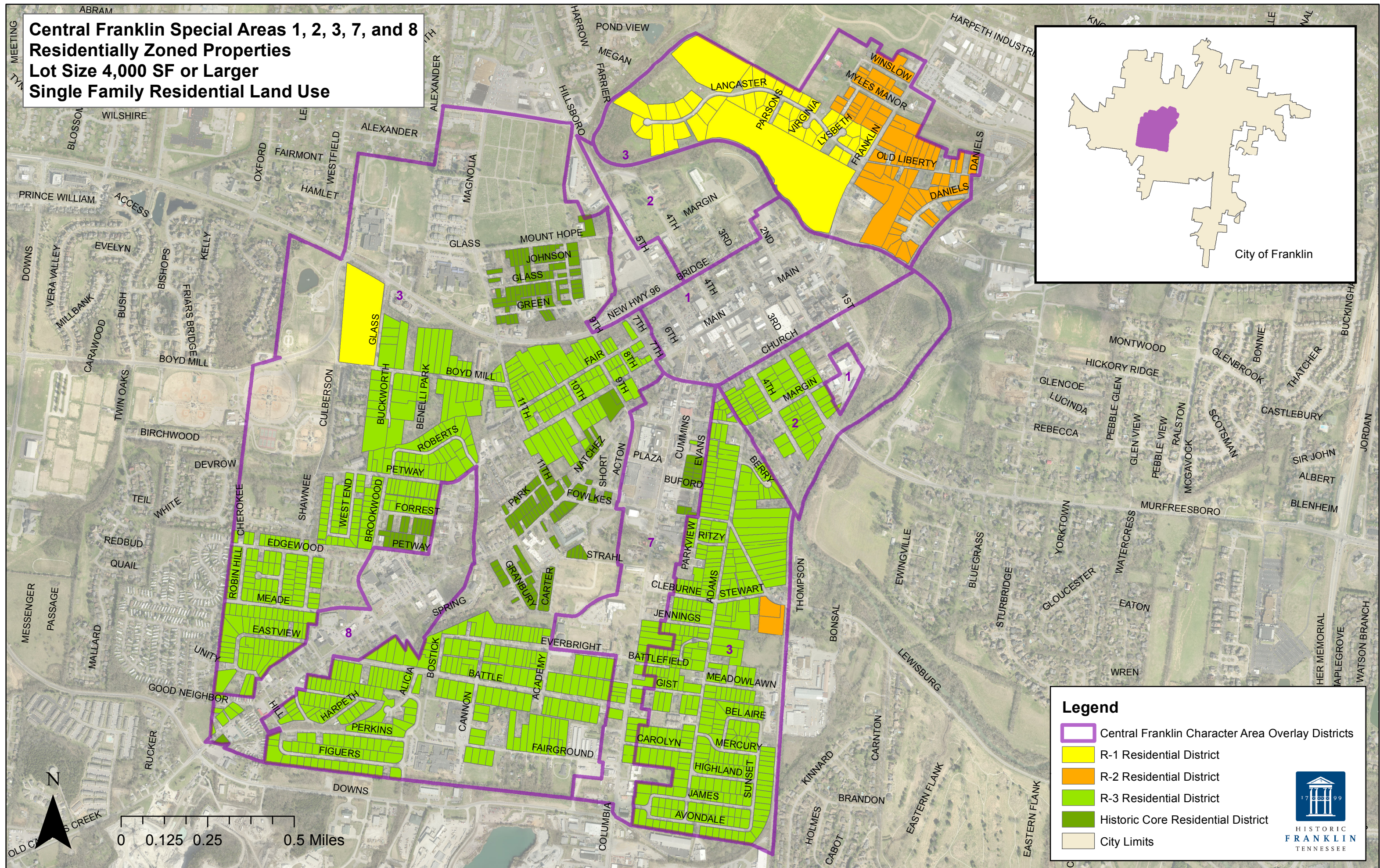
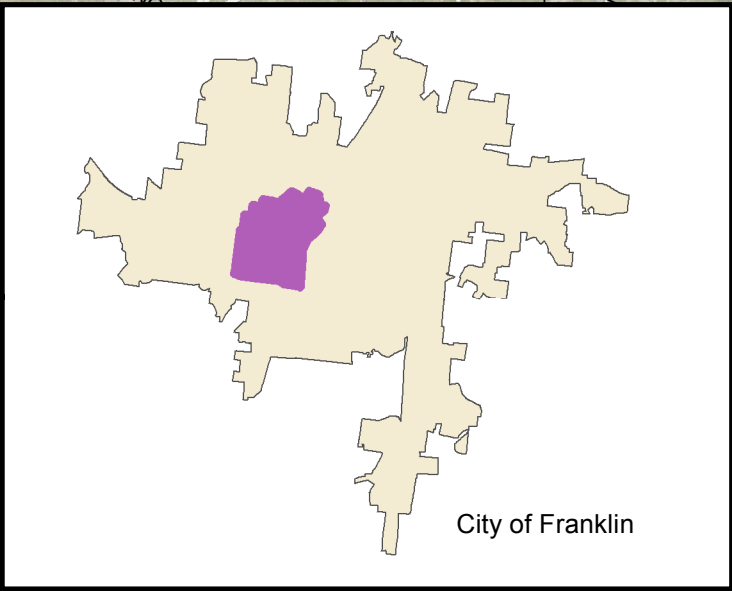
Historic Franklin Tennessee



Legend

-  Central Franklin Character Area Overlay Districts
 City Limits

**Central Franklin Special Areas 1, 2, 3, 7, and 8
Residentially Zoned Properties
Lot Size 4,000 SF or Larger
Single Family Residential Land Use**



Legend

	Central Franklin Character Area Overlay Districts
	R-1 Residential District
	R-2 Residential District
	R-3 Residential District
	Historic Core Residential District
	City Limits



HISTORIC
FRANKLIN
TENNESSEE



HISTORIC
FRANKLIN
TENNESSEE

Land Use

LU Recommendation 1: Beginning with the Central Franklin Area, streamline the application of design standards in the Zoning Ordinance by gradually eliminating the need for the “Traditional and Conventional Areas Map”, and incorporate the standards for traditional and conventional development into the Character Area Overlay District (proposed CFCO-1 through CFCO-8).

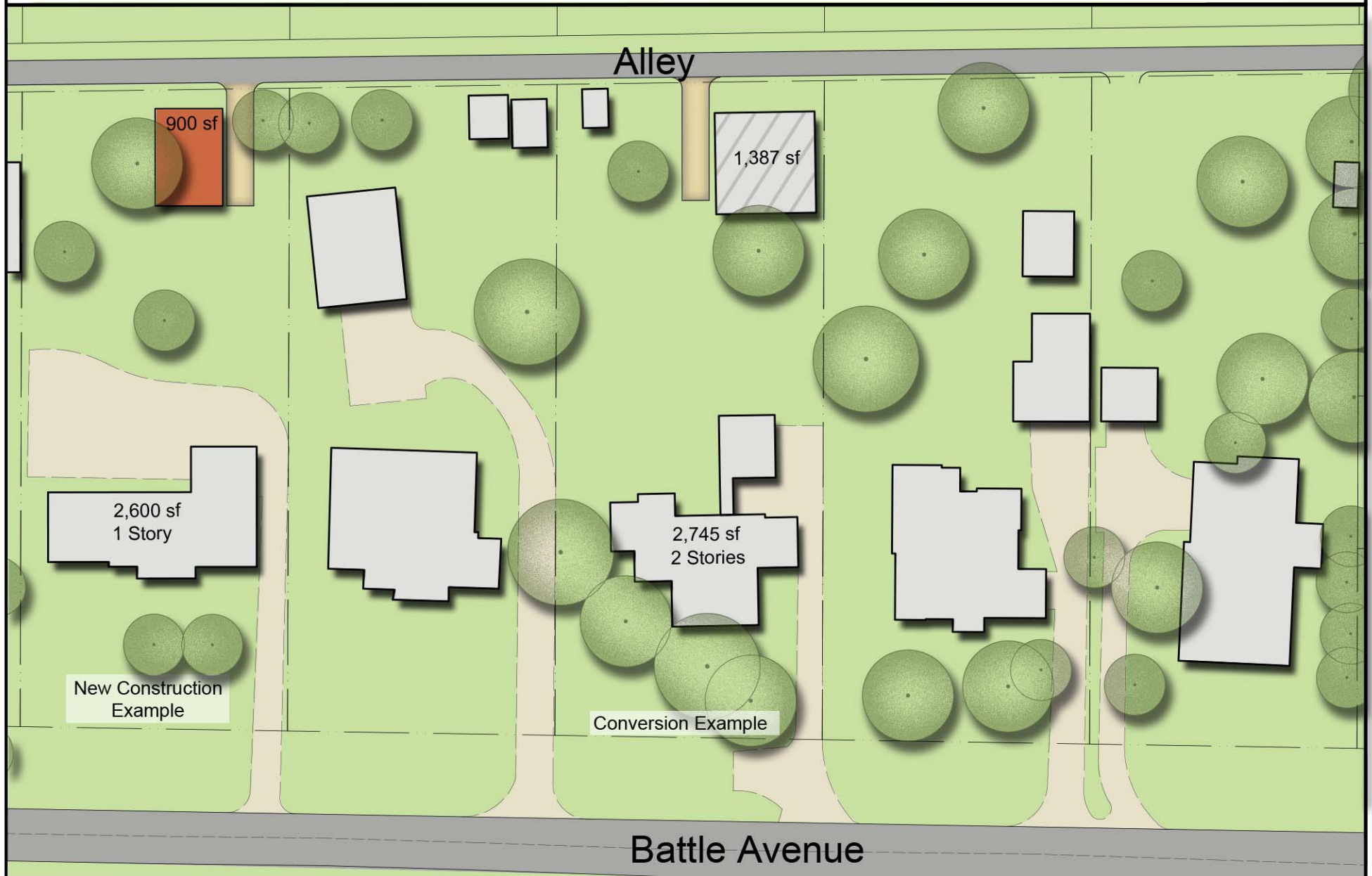
LU Recommendation 2: Amend adopted Zoning Map and Zoning Ordinance to designate recommended Special Areas as overlay districts as further described below. See recommended Special Areas Map for recommended overlay boundaries. The six adopted special areas of the CFCO District should be modified as follows and three special areas should be added.

Strategy 1: Apply CFCO-1 standards to the area delineated as recommended Special Area 1. The boundary of Special Area 1 shall be the new boundary for CFCO-1. The area includes the eight blocks surrounding the historic public square and court house on Main Street, but also includes the Five Points area and other areas that contribute to the fabric of the core.

- a. CFCO-1 standards should be amended to include standards for traditional areas, or a reference to that section of the Zoning Ordinance.
- b. Uses. Existing civic and institutional uses are encouraged to remain and future civic and institutional are encouraged. Clarify accessory dwellings are allowed, provided specific standards are met:
 - i. The lot on which the accessory dwelling unit is constructed meets or exceeds a minimum lot size.
 - ii. Off-street parking for the unit can be accommodated on site.
 - iii. The unit and the parking are located to the rear of the property behind the principal dwelling.
 - iv. The square footage of the unit does not exceed a specified maximum (i.e., a maximum of 500 square feet or no larger than 35 percent of the square footage of the principal dwelling, whichever is less).
 - v. The height of the structure in which the unit is housed does not exceed 80 percent of the height of the principal dwelling.
 - vi. The principal dwelling must be owner occupied.
- c. Maximum Building Height. Limit height to three stories or a total height of 42 feet. A maximum height limit of four stories, or a total height of 56 feet, is permitted in PUDs if the building and site design complies with Subsection 5.3.4, Transitional Features, of the Zoning Ordinance.
- d. Open Space Standards. The minimum amounts of private open space identified in Table 5-7, Required Open Space Set-Aside, shall

Battle Ave (Alley Existing)

Lot Sizes: ~ 24,000 sf²



0' 25' 50' 100'

Scale: 1"=50'

4th Ave. S.

Lot Sizes: 10,000sf² - 20,000sf²



0' 25' 50' 100'
Scale: 1"=50'

Jennings St.

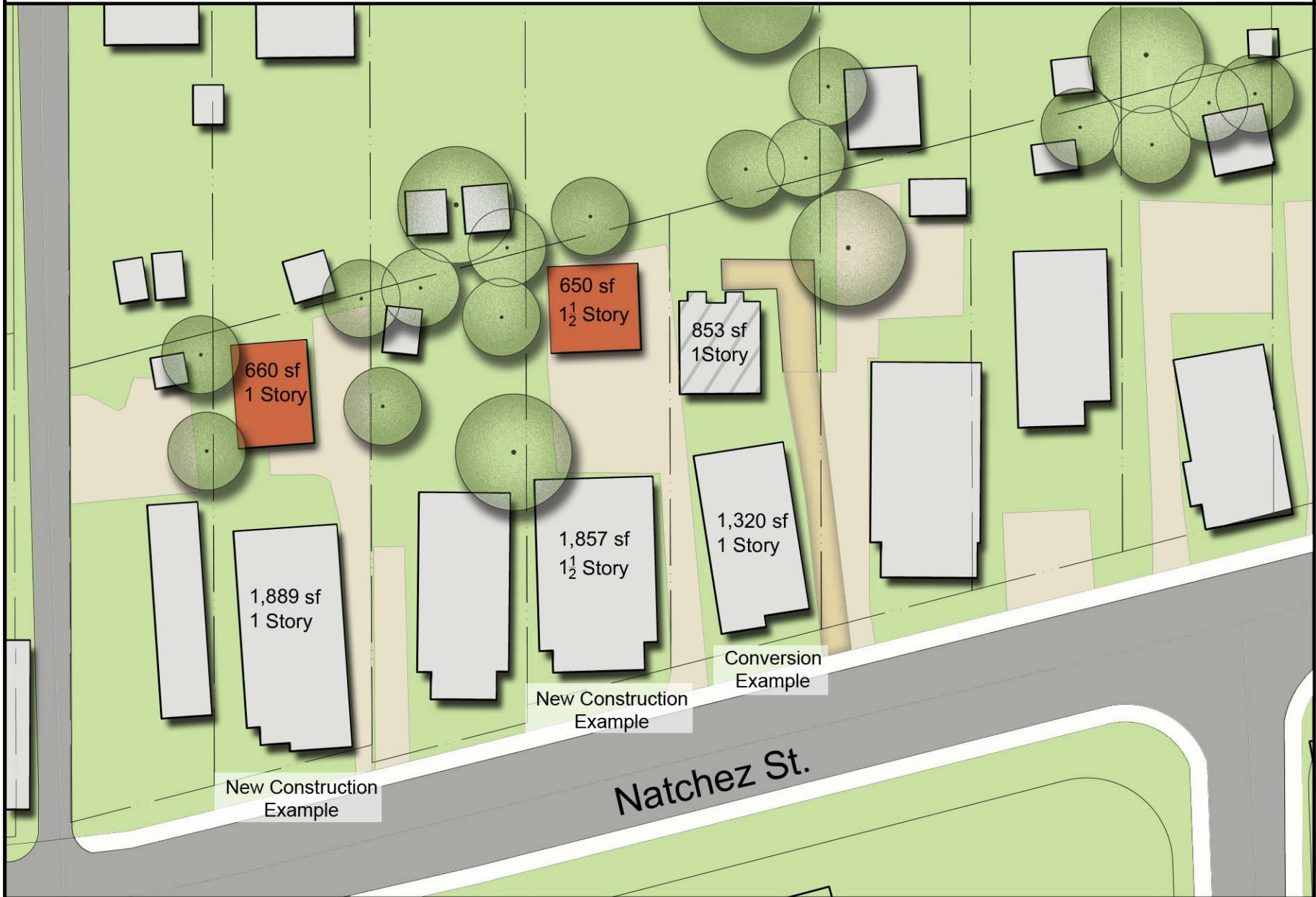
Lot Sizes: ~ 7,500 sf²



0' 20' 40' 80'
Scale: 1"=40'

Natchez Street

Lot Sizes: ~ 5,700 sf²



0' 20' 40' 80'
Scale: 1"=40'

DEANNEXATION REQUEST TROY & JODY MIZELL

4113 MURFREESBORO ROAD FRANKLIN, TN 37067

931-309-7444

TROY@MIZELL.US

12 OCTOBER, 2015

VERNON J. GERTH CECD
ASSISTANT CITY ADMINISTRATOR
COMMUNITY & ECONOMIC DEVELOPMENT
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

MR. GERTH:

MY WIFE AND I LIVE AT 4113 MURFREESBORO ROAD. APPROXIMATELY A YEAR AND A HALF AGO WE BEGAN TO REMODEL AND ADD ONTO THE HOUSE THAT WE PURCHASED AT AUCTION. SHORTLY AFTER WE BEGAN TO BUY PROPERTIES ALL AROUND US SEEKING PRIVACY. WHEN ADDING ONE OF OUR GARAGES THE BUILDING ENDED UP 8 FEET TOO CLOSE TO THE LOT LINE NEXT TO US. MIND YOU IT IS NOT OVER THE LOT LINE IT'S JUST NOT 20 FEET AWAY FROM THE LOT LINE THEREFORE CREATING A PROPERTY LINE VIOLATION. THE GARAGE NEEDED TO BE PLACED WHERE IT IS IN ORDER TO HAVE ADEQUATE SPACE IN FRONT OF IT TO PULL IN AND OUT OF IT. I BELIEVED THAT I HAD A SOLUTION TO THE SETBACK ISSUE DUE TO THE FACT THAT THE LOTS MY GARAGE WERE TOO CLOSE TO WERE MY OWN. YES, I OWN 2 FIVE ACRE LOTS THAT BACK UP AGAINST THE BACK OF MY GARAGE. IN SUMMARY, I AM REQUESTING TO DEANNEX MY 2 FIVE ACRE LOTS FOR SEVERAL REASONS:

- DEANNXING WILL ALLOW ME TO REPLOT MY PROPERTY SO IT CAN EXIST IN A CONTIGUOUS MANNER
- ALLOW ME TO USE MY LAND WITHOUT CREATING ANY MORE PROPERTY LINE VIOLATIONS

- KEEP ALL OF MY SEVEN (7) PROPERTIES THAT ARE CONNECTED AS ALL COUNTY LAND
- ELIMINATE THE DOUGHNUT EFFECT FROM MY PROPERTY. MY COUNTY LAND SANDWHICHES MY TWO CITY LOTS. CURRENTLY I CANNOT BUILD A BUILDING IN THE MIDDLE OF MY 40 ACRES OF LAND
- THIS WILL ALLOW ME TO CONTINUE TO TARGET SHOOT ON MY COUNTY LAND. I AM A DISABLED ARMY VETERAN AND I TARGET PRACTICE AS A HOBBY
- ALLOW ME TO CONDUCT AGRICULTURE OPERATIONS ON ONE CONTIGUOUS PIECE OF COUNTY LAND.

THE TWO LOTS I AM REQUESTING TO BE DEANNEXED WERE ANNEXED IN 2006 AND NO SERVICES HAVE BEEN DELIVERED TO THE PROPERTY AS OF TO DATE. THE LOWER PART OF THE LAND DOES FLOOD AS I HAVE VIDEO. THE COLUMBIA GULF GAS LINES ALSO RUN ACROSS THE PROPERTIES. THE PROPERT REALLY NEEDS TO RETURN TO JUST BEING MY PASTURES.

SEE THE ATTACHED MAP

THE LOTS REQUESTED FOR DEANNEXATION ARE LOTS 2 & 3 OF SURVEY PLOT OF CORNELL JURCA (PLAT BOOK 33, PAGE 79)

Sincerely,



TROY A. MIZELL



YELLOW DENOTES
OTHER MIZEIL
PROPERTIES

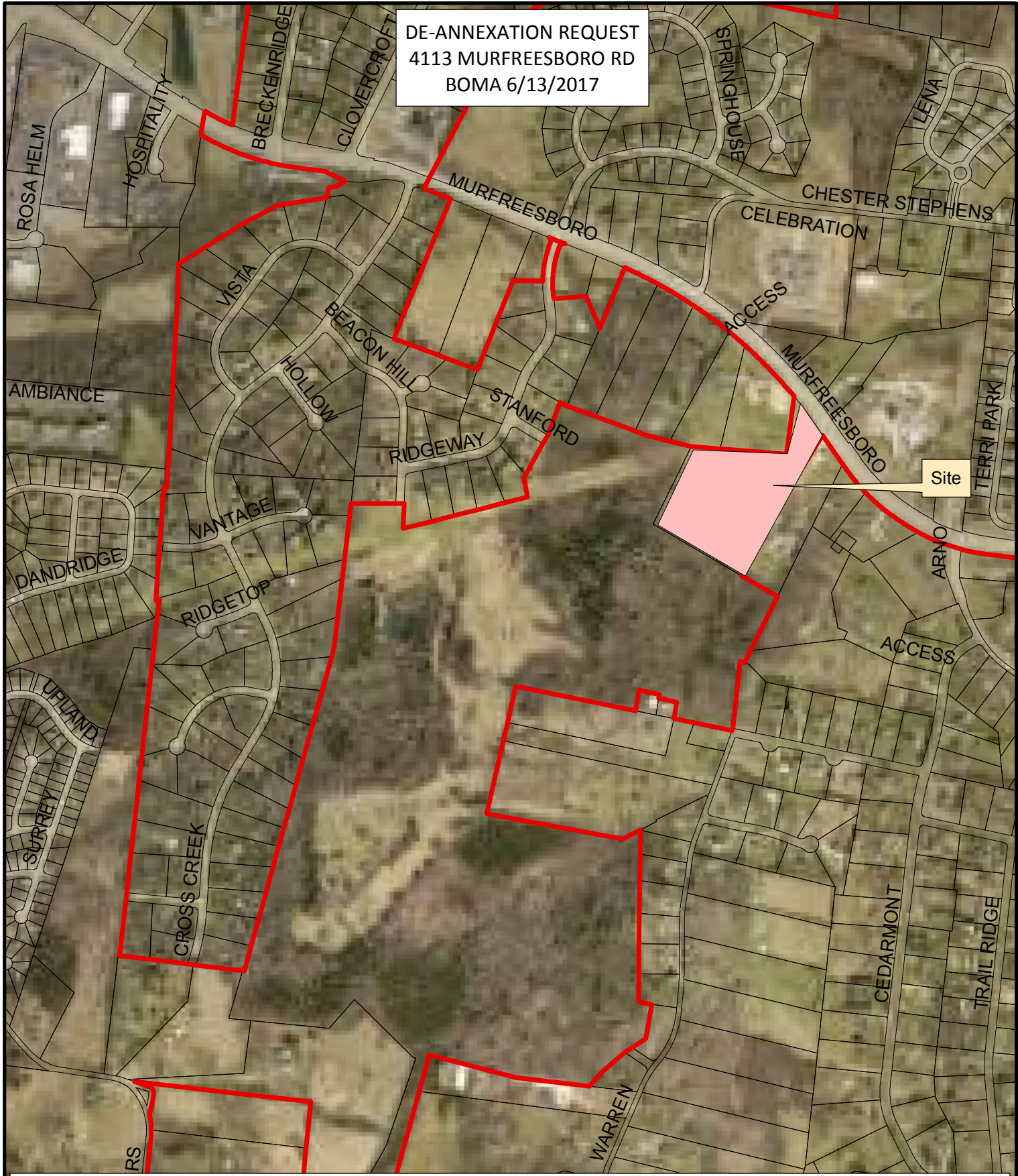
55 LAND
REDEVELOPED TO
BE DEMONSTRATED

SECTION 1
FRANKLIN EAST & CROSS CREEK
SECTION 2

DISTRICT 9
DISTRICT 14

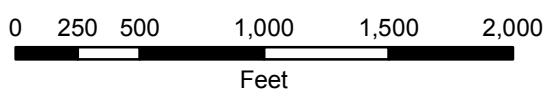
SEE 1"=100'
MAP 801

DE-ANNEXATION REQUEST
4113 MURFREESBORO RD
BOMA 6/13/2017



Legend

-  Corporate Limits
-  Mizell Property



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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Mizell De-annexation Request Zoning Map 6/13/2017

Mizell Property
Zoned R-1

RLLegend

Parcels Selection

- Mizell Property
- AG Agricultural District
- ER Estate Residential
- R-1 Residential District
- R-2 Residential District
- R-3 Residential District
- R-6 Residential District
- RM-10 Attached 10 Residential District
- RM-15 Attached 15 Residential District
- RM-20 Attached 20 Residential District
- SD-R Specific Development-Residential
- SD-X Specific Development-Variety
- OR Office Residential District
- GO General Office District
- CC Central Commercial District
- NC Neighborhood Commercial District
- GC General Commercial District
- LI Light Industrial District
- HI Heavy Industrial District
- CI Civic and Institutional District

City Limits

Dept.

0 0.5 1 Miles

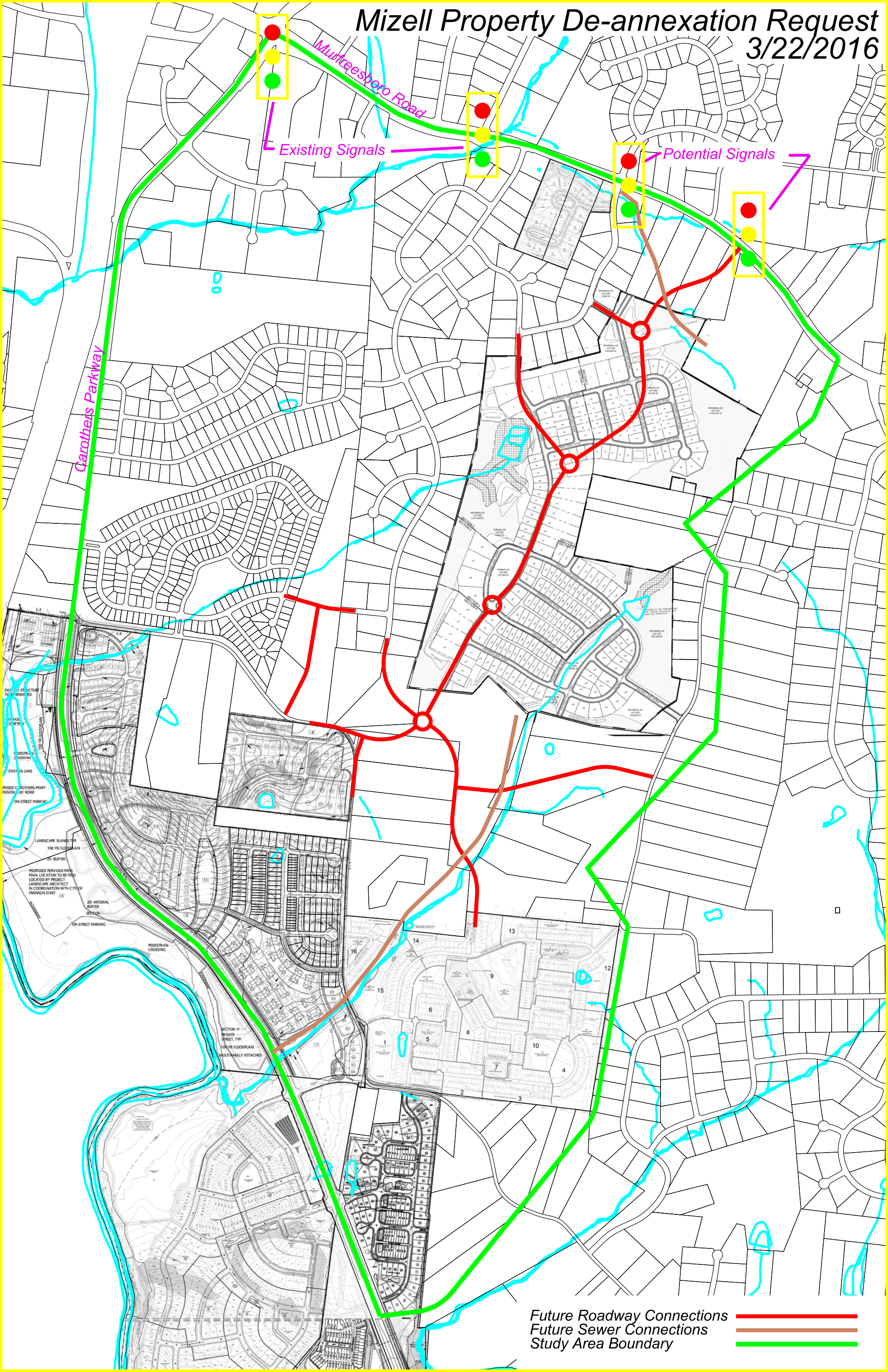


Aerial Zoning Map
Arno RD/96E
June 13, 2017



Mizell Property De-annexation Request

3/22/2016



RESOLUTION 2006-89

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF CERTAIN AREAS (MURFREESBORO ROAD NORTH) BY THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, Tennessee Code Annotated (TCA), Section 6-51-102, as amended, requires that a Plan of Service be adopted by the governing body of a city prior to the passage of an annexation ordinance; and

WHEREAS, the City of Franklin, Tennessee may exceed these minimum conditions:

MURFREESBORO ROAD NORTH

Approximately 34.26 Acres located both north and south of Murfreesboro Road; and east of Chester Stevens Road. Area as depicted in Exhibit "A" of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FRANKLIN, TENNESSEE, HEREINAFTER TO BE REFERRED TO AS THE CITY, AS FOLLOWS:

SECTION 1. Pursuant to the provisions of TCA, Section 6-51-102, there is hereby adopted, for the area bounded as described above, the following Plan of Service:

- A. Water
The area lies within the Milcrofton Service Utility District. Any request for water extension would be in accordance with their district policy and procedures.
- B. Fire Hydrants
The Fire Marshal will determine the locations and spacing of fire hydrants at such time as water line extensions and development occurs.
- C. Wastewater
The present homes are on septic systems regulated by Williamson County Government. The area lies within the Watson Branch basin. Any extensions of sanitary sewer service by developers would be in accordance with City policy and procedures.
In addition, as development occurs, the developer will be required to make provisions for extension and possible use of an effluent reuse system throughout the development, per City policy.
- D. Streets
Approximately 1,500 feet of Murfreesboro Road (Highway 96) is included with the annexation.
Any and all streets constructed after annexation shall be in accordance with City standards. New development shall provide street networks that

incorporate thoroughfare routes and interconnectivity as shown or described in the City of Franklin approved Major Thoroughfare Plan. Additionally, any new development shall provide traffic studies in accordance with City policy.

E. Planning and Zoning

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City planning will thereafter encompass the annexed area.

F. Street Lighting

No street lights on existing streets are anticipated with the effective date of annexation. Any future development shall fund and install street lighting in accordance with City standards.

G. Recreation

Residents of the annexed area may use all City parks on and after the effective date of annexation.

H. Street Name Signs

No street signs will be required as part of this annexation. Any future development shall fund and install street signs in accordance with City standards.

I. Fire Protection

Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation. The proposed annexation area is within the proposed Fire Station No. 6 response area. No additional resources would be required to service this area.

J. Police Protection

Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation. No additional resources would be required to service this area.

K. Traffic Control

The existing traffic control signal at the intersection of Highway 96 and Arno Road is included within the annexation area.

Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need is established by appropriate study and traffic standards. New development after the effective date of annexation shall comply with City regulations governing traffic markings.

L. Refuse Collection

Presently occupied homes will receive service from the City by July 1, 2007.

Where and when a development occurs, the same regular refuse collection service and rates provided the residential and business locations within the City will be extended to the annexed area.

- M. Building and Code Inspection Services
Any Building and Code inspection services now provided by the City will begin in the annexed area on the effective date of annexation. New development after the effective date of annexation shall comply with City building codes. New development shall pay all applicable fees and permits for inspection services.
- N. Stormwater Management
All new development shall comply with City regulations, and shall provide design and construction according to City standards. Developments in the annexation area shall provide a comprehensive Stormwater Management Plan as part of the initial plans submission for the project. Development shall provide detention of stormwater runoff such that post-development runoff will not exceed pre-development runoff and treatment by use of approved best management practices (BMP) such that there is minimum degradation to the quality of the runoff as it leaves the development site both during and post-development.
- O. Schools
Any new development shall coordinate with the Williamson County School system.
- P. Wireless Communications
No additional Access Points will be required.

SECTION 2. This Resolution shall be effective June 30, 2007.

ADOPTED THIS _____ DAY OF _____, 2007.

JAMES R. JOHNSON
CITY ADMINISTRATOR

THOMAS R. MILLER
MAYOR

**ORDINANCE 2006-101
AS AMENDED**

**TO BE ENTITLED, “AN ORDINANCE TO
ANNEX THE MURFREESBORO ROAD NORTH
AREA, CONSISTING OF 34.26 ACRES,
LOCATED NORTH AND SOUTH OF
MURFREESBORO ROAD, 35 FEET WEST OF
ARNO ROAD.”**

WHEREAS, the City of Franklin, Tennessee, has determined that it would be in the best interests of its existing residents to annex 34.26 acres located north and south of Murfreesboro Road, 35 feet west of Arno Road, Franklin City Limits border the site to the east, and that the failure to annex said property will retard the prosperity of the City and endanger the safety and welfare of its inhabitants; therefore:

PREMISES CONSIDERED

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the following described property shall be, and is hereby, annexed in and to the corporate limits of the City of Franklin, Tennessee:

Commencing at the north right-of-way line of Murfreesboro Road and the west line of Arno Road, if extended; thence west 35 feet along the north right-of-way line of Murfreesboro Road to the southeast corner of Parcel 48.02, Map 88, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also the point of beginning.

Thence the following lands shall be annexed:

Map-Parcel	Acres
088-48.02	5.79
080-39.00	7.61
080-39.01	2.69
080-39.02	1.64
080-39.03	1.84
089-31.01	5.06
089-31.02	5.22
088-48.01	1.02
Murfreesboro Road ROW	3.39
Total	34.26

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the attached Location Map shall serve the purpose of delimiting the geographical boundaries as described by this Ordinance.

SECTION III: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the annexed property shall become part of Aldermanic Ward One.

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 on ~~May~~ June 1, 2007.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
JAMES R. JOHNSON
CITY ADMINISTRATOR

BY: _____
THOMAS R. MILLER
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL:	1/25/07
PASSED FIRST READING:	2/13/07
PUBLIC HEARING HELD:	3/13/07
PASSED SECOND READING:	3/13/07
PASSED THIRD AND FINAL READING:	4/10/07

Approval Timeline

PLANNING COMMISSION RECOMMENDED APPROVAL:	1/25/07
PASSED FIRST READING	2/13/07
PUBLIC HEARING HELD:	3/13/07
PASSED SECOND READING:	3/13/07
PASSED THIRD AND FINAL READING:	4/10/07
EFFECTIVE DATE:	6/1/07

DATE: November 24, 2015

TO: Franklin Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Josh King, Senior Planner
Bob Martin, Interim Director of Planning and Sustainability
Vernon Gerth, Assistant City Administrator

Subject

PUBLIC HEARING: Consideration of Initiating the De-annexation Process for the De-annexation of Certain Areas Adjacent to Murfreesboro Road, Specifically 4113 Murfreesboro Rd. (11/24/15 WS)

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information regarding a requested de-annexation of 4113 Murfreesboro Road.

Project Information

Owner: Troy and Jody Mizell
4113 Murfreesboro Rd.
Franklin, TN 37067

Background/Staff Comments

Property owners Troy and Jody Mizell have submitted a request to deannex the property located at 4107 Murfreesboro Road. The property was annexed by the City at the request of the then property owners effective June 1, 2007. The minutes from those BOMA meetings have been included in your packets. The approved plan of services lists the services the City was to provide the property. The language of the approved resolution is included.

The Mizell family purchased the subject property in February of 2013 and subsequently combined four parcels into the one parcel originally annexed into the City of Franklin. A map showing this parcel assemblage is included in your packets.

Given the City's public notice requirements, the earliest available meeting time to conduct a Public Hearing to consider the Mizell's request is January 12, 2016.

Recommendation

The de-annexation request has been forwarded to the Board of Mayor and Aldermen through this memorandum. It is recommended that a public hearing be set for January 12, 2016 to provide for further consideration of the request. While a recommendation is not being provided at this time, staff



MEMORANDUM

will continue to review the request and de-annexation's impact on the delivery of City services to residents and those in the urban growth boundary.

AMENDMENT NO. 1 TO CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

THIS AMENDMENT NO. 1 ("AMENDMENT NO. 1") to the PROCUREMENT AGREEMENT (City of Franklin Contract No. 2015-0334 for after-market up-fitting of ten (10) police vehicles) as executed on October 14, 2015 ("AGREEMENT"), by and between the City of Franklin, Tennessee ("CITY") and Truckers Lighthouse, Inc. of Nashville, Tennessee ("VENDOR"), is made and entered into as of the date of execution indicated below.

WITNESSETH:

1. CITY has determined that the quantities of (but not the types of and not the unit pricing for) parts, equipment and other hardware to be supplied and installed by VENDOR needs to be modified from what was anticipated by AGREEMENT.
2. VENDOR has prepared Sales Order No. 0037838, dated November 5, 2015 ("SALES ORDER"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein, the net value of which is \$648.00, as explanation and documentation of what changes to the quantities of parts, equipment and other hardware to be supplied and installed by VENDOR that CITY has determined should be made from what was anticipated by AGREEMENT.
3. CITY hereby accepts and approves SALES ORDER.
4. VENDOR agrees to accept this AMENDMENT NO. 1, executed in full, as sufficient evidence of CITY accepting and approving SALES ORDER.
5. The total value of the award memorialized by AGREEMENT (\$76,711.90) as hereby amended by this AMENDMENT NO. 1 is hereby revised to equal exactly Seventy-Seven Thousand Three Hundred Fifty-Nine and 90/100 Dollars (\$77,359.90).
6. All other provisions of AGREEMENT are unchanged and remain in full force and effect.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Sales Manager

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

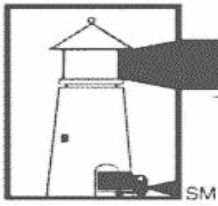
Attorney for City of Franklin

**AMENDMENT NO. 1 TO
CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0334)

Attachment No. 1

SALES ORDER



Truckers Lighthouse

Police & Fire Lighthouse

1213-A Foster Avenue - Nashville, TN 37210

Phone 615.255.5868 - Fax 615.255.5901

Sales 800.489.1333

www.truckerslighthouse.com

Sales Order

Order No: 0037838

Order Date: 11/05/2015

Cust No: FRAPOL

Sold To:

CITY OF FRANKLIN
Attn: Accts Payable
PO Box 295
FRANKLIN, TN 37065

Ship To:

FRANKLIN CITY POLICE DEPT
900 COLUMBIA AVENUE
FRANKLIN, TN 37064

Confirm To:

Notes

Comment: ADDITION TO BID VEHICLES

Customer P.O.	Ship VIA INSTALL	Invoiced By LUX	Salesperson 0003	Terms NET 30		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HVC-MD-202 TILT/SWIVEL PLATFORM ADAPTOR	EACH	3	0	0	52.00	156.00
HVC-HDM-204 8.5" Heavy Duty Telescoping Po	EACH	3	0	0	119.00	357.00
HVC-HDM-303 Heavy Duty Fixed Top Offset PI	EACH	3	0	0	26.00	78.00
HVC-ARM-103 HINGED ARMREST FOR CONSOLE	EACH	3	0	0	67.00	201.00
HVC-VS-1308-INU 21" UTILITY INTERCEPTOR VEHICL	EACH	3	0	0	250.00	750.00
HVC-ARM-102 SIDE MOUNT ARMREST TO CONSOLE	EACH	3-	0	0	48.00	144.00-
/SN HAVIS 18" CONSOLE C-VS-0810-INT-1; DESIGNED FOR ICS SYSTEM	EACH	3-	0	0	250.00	750.00-

THIS IS ADDITIONAL EQUIPMENT FOR THE 3 PATROL VEHICLES THAT WERE
SUPPOSED TO GET ICS SYSTEMS. THIS EQUIPMENT IS FOR MOUNTING THE
LAPTOPS ON THE SIDE OF CONSOLES

Order Pulled & Verified by: _____

Page 1 of 1

Net Order: 648.00

Freight: 0.00

Sales Tax: 0.00

Order Total: \$648.00

Deposits on special order items (/SN) are NON-REFUNDABLE. Quotes expire 6
months from date of quote. If orders are not picked up in 30 days, order is cancelled.
Refunds will NOT be issued on cancelled orders.

**CONTRACT FOR THE RECEIPT OF COMMUNITY BASED DEVELOPMENT
ORGANIZATION PROGRAM FUNDING, FISCAL YEAR 2015-16 FROM THE CITY
OF FRANKLIN**

COF Contract No.: 2015-0348

This Contract, made and entered into this ___ day of _____, 2015, is by and between the City of Franklin, (hereinafter "THE CITY") and Hard Bargain Association hereinafter called "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified a need to conduct a Community Based Development Organization (CBDO) Program funding; and

WHEREAS, THE ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development and has met the certification requirements of becoming a CBDO; and

WHEREAS, THE ORGANIZATION replied to a publicly advertised Request for Proposals and was selected to participate as a CBDO 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 carry out activities as set forth in THE ORGANIZATION'S proposal, which is attached as Exhibit A, and incorporated into this contract as if restated fully herein.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.
- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- C. 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.
- D. 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 up to One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) for the services outlined above and contained in Exhibit A from the approved Community Development Block Grant program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start within ninety (90) days of this signed Contract and end on or before the 365th day thereafter.

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. The Schedule of Payments, if applicable, is attached as Exhibit B.
- C. Invoices shall be submitted monthly.
- D. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTION 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 Hall
City of Franklin
109 3rd Avenue South
Franklin, TN 37064**

**Brant Bousquet
Hard Bargain Association
608 Mount Hope Street
Franklin, TN 37064**

SECTION 7 - PROGRAM PROCEEDS

THE ORGANIZATION is acting as a CBDO and not as a sub recipient under the terms of this Contract. Revenues generated by activities undertaken by THE ORGANIZATION with funds provided through this Contract are not considered to be program income. THE CITY does require THE ORGANIZATION to use program proceeds to continue THE ORGANIZATION'S mission of providing affordable housing. Toward that end, THE CITY requires THE

ORGANIZATION to submit a written statement within - thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Upon termination of this Contract, THE ORGANIZATION shall transfer to THE CITY any unused program funds on hand at the time of expiration and any accounts receivable attributable to the use of program funds. Any real property under THE ORGANIZATION control that was acquired or improved in whole or in part with program funds in excess of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) is either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of the Contract; or (ii) not used in accordance with the above paragraph (i) of this section, in which event THE ORGANIZATION shall pay to THE CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property.

SECTION 9 - 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 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. TERMINATION

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

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..

In witness whereof, by our hands on the date noted above.

THE CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Kristen Corn, Assistant City Attorney

Hard Bargain Association:

By: _____
Its:

Hard Bargain Mt. Hope Redevelopment**Proposed Scope of Services**

This award contract will be used toward the funding for the completion of the Bungalow Court, consisting of 5 new homes, on our Planned Unit Development (PUD) on Mt. Hope Street. These funds will be used to offset the costs associated with the infrastructure expenses, such as stormwater, sewer, underground utilities, engineer's fees, road, sidewalks, pervious paving, curbs, gutters, and other related fees and expenses. The project is located in the defined limits of the Community Revitalization Plan (CRP) of the City of Franklin. One home exists on the PUD and is occupied by a single mother and her two children. Five new homes will be built, for a total of six homes on this PUD. We already have two signed contracts to build two new homes for low income families.

Final Plat and Construction Documents have been approved. As specified in City of Franklin Request for Proposals, construction services will be performed by licensed, bonded, and insured State of Tennessee contractors performing construction services per a work write up specifying the necessary services and will be requested on a reimbursement basis according to a schedule contained in the executed written agreement as specified under the Requests for Proposals document. The contractor shall provide progress schedules to the City of Franklin and HBMHR on a monthly basis. All items listed in paragraphs 9.0, 10.0 and 12.0 in the Request for Proposals by the City of Franklin shall be incorporated in any agreement by the contractor and the City of Franklin.

Timeline

Upon receipt of the award, HBMHR is prepared to finalize the project within the timeframe indicated in the Request for Proposals.

Sales Points

1. Two families are waiting for us to build their homes on the PUD Bungalow Court.
2. House sales price of approximately \$140,000. A 3.99% 30 year FHA mortgage will be used. The principal/interest payments and taxes/insurance will be affordable for a low income family in Franklin, TN.

Status and Evidence of Property Control

See attached warranty deeds for 727 Mt. Hope St. and 957 Mt. Hope St.

Evidence of Appropriate Zoning

Property is zoned to R6 Residential District which is appropriate to the use as per the zoning map of Franklin, Tennessee Base Districts (July 1, 2008).

Sources and Uses Statement

Sources

House 1	House 2	
\$ 75,000	\$ 75,000	CBDG funding
\$ 46,026	\$ 46,026	HBMHR funds
<u>\$ 100,000</u>	<u>\$ 100,000</u>	Loans for Infrastructure Costs- Reliant Bank,
\$ 221,026	\$ 221,026	Pinnacle Bank

Uses

House	
\$ 76,026	Infrastructure cost (total infrastructure costs of \$380,132 divided by 5)
\$ 140,000	House construction cost
<u>\$ 5,000</u>	Closing costs
\$ 221,026	(*see attached PUD Infrastructure Cost Estimate)

Customer Purchase

\$140,000	Mortgage
<u>\$ 81,026</u>	Donations raised to subsidize purchase price (covered by silent second mortgage)
\$221,026	

Development Team

Construction management will be conducted by Brant Bousquet, Executive Director of HBMHR, and David Crane President/Owner of Crane Builders, LLC, (licensed contractor, resume attached) who will be working in a volunteer capacity for HBMHR. Mr. Crane has over 22 years' experience in the construction business with numerous awards for his work. Additionally John Murphy, a Hard Bargain resident and HBMHR board member, will serve as Site Supervisor, providing daily oversight of the construction. Mr. Murphy will be in constant communication with Mr. Bousquet and Mr. Crane throughout the construction process.

The Addison Group, a Design and Development company, has been selected as the developer to assist Hard Bargain in the planning, permitting, design and implementation of the Hard Bargain Master Plan. The Addison Group will take it through the City permitting process, implement and manage the infrastructure process, and deliver final home sites for the 5 future lots planned in the PUD. In addition, the Addison Group will design the open space, landscape, and streetscape elements throughout the development and ensure that the plan is cohesive with the rest of the historic Hard Bargain community. Civil & Environmental Consultants, Inc. is providing engineering services. Acer Landscaping Services will donate their services and do the final grading and will provide landscaping for each new home.

Sales Team

The houses will be presold. HBMHR has an existing list of possible customers waiting for to purchase new homes. Brant Bousquet and Jack McCann, legal counsel for HBMHR, will act as the sales team.

CHP provides Homebuyer's Education, Pre Purchase Counseling, Homebuyer's Post Purchase Counseling, and Foreclosure Counseling. Every HBMHR homebuyer is required to take CHP's homebuyer education and post purchase classes, while receiving counseling and assistance to clean up their credit if it is an issue.

Architectural Plans

See attached house plans designed by architect Preston Quirk of Quirk Designs.

HBMHR has all the internal systems available to begin this project immediately. There are loans in place for home construction funding. HMBHR has house plans, customers, and a construction team and is ready to begin the project immediately.

Hard Bargain Mt. Hope Redevelopment

Section 3

Opportunity for Employment, Training, & Contracts from Project Area

HBMHR has provided opportunities for employment and training for low-income residents in the Hard Bargain neighborhood and will continue to pursue these opportunities if this contract is awarded. John Murphy, a low-income African American Hard Bargain resident, will serve as the Site Supervisor. He served as the Site Supervisor for the other six houses built. HBMHR has employed other men and women from the neighborhood for painting, construction, clean up, lawn care, security, and various other jobs.

HBMHR will make every effort to find suitable contractors which are located or owned in substantial part by persons residing in the Hard Bargain neighborhood, as described in HUD regulations 24CFR 135. Additionally, HBMHR will outreach to all commercial concerns within the neighborhood to solicit their bidding in the process.

HBMHR is not claiming status as a Section 3 Business Concern but has filled out all applicable forms regarding this application which are in the attachments.

Hard Bargain Mt. Hope Redevelopment

Costs

HBMHR has control of the subject property. Funding from this award contract will be used for the infrastructure costs for two single family homes for low to moderate income families on the Bungalow Court of the Planned Unit Development (PUD).

Request for CBDG Funds for Infrastructure Costs on 2 Houses \$150,000

HBMHR is requesting \$150,000 from the City of Franklin for public infrastructure costs (stormwater, sewer, underground utilities, engineer's fees, road, sidewalks, pervious paving, curbs, gutters, and other related fees) for two single family homes for low income families as a part of the PUD's Bungalow Court on Mt. Hope Street in the Hard Bargain neighborhood. This will be completed within the required one year time frame.

This award will be a tremendous blessing to our organization, and more importantly, to the low to moderate income families who purchase the homes. Because we are a non-profit affordable housing organization, we do not wrap up the infrastructure costs into the price of each home we build. We have to cover these costs with grants and fundraising. We would love to use the CBDG funds to partner with the City of Franklin to provide affordable housing for low and moderate income families in the Franklin.

**CONTRACT FOR THE RECEIPT OF COMMUNITY BASED DEVELOPMENT
ORGANIZATION PROGRAM FUNDING, FISCAL YEAR 2014-15 FROM THE CITY
OF FRANKLIN**

Contract Number: 2014-0154

This Contract, made and entered into this 3rd day of December, 2014, is by and between the City of Franklin, (hereinafter "THE CITY") and Hard Bargain Association hereinafter called "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified a need to conduct a Community Based Development Organization (CBDO) Program funding; and

WHEREAS, THE ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development and has met the certification requirements of becoming a CBDO; and

WHEREAS, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a CBDO 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 carry out activities necessary for acquisition, rehabilitation and resale, new construction, or conversion of a non residential structure for low to moderate income owner occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less that 80% of median family income for the Metropolitan Statistical Area.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. **A United States Department of Housing and Urban Development (HUD) Environmental Review Report will be required.**

Incorporated into this contract is Exhibit A, the proposal by THE ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.
- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- C. 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.
- D. 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 up to Sixty-Five Thousand Seventeen and No/100 Dollars (\$65,017.00) for the services outlined above and contained in Exhibit A from the approved Community Development Block Grant program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start within ninety (90) days of this signed Contract and end on or before the 365th day thereafter.

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. The Schedule of Payments, if applicable, is attached as Exhibit B.
- C. Invoices shall be submitted monthly.
- D. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTION 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 Hall
City of Franklin
109 3rd Avenue South
Franklin, TN 37064**

**Brant Bousquet
Hard Bargain Association
608 Mount Hope Street
Franklin, TN 37064**

SECTION 7 - PROGRAM PROCEEDS

THE ORGANIZATION is acting as a Community Based Development Organization (CBDO) and not as a subrecipient under the terms of this Contract. Revenues generated by activities undertaken by THE ORGANIZATION with funds provided through this Contract are not considered to be program income. The City of Franklin does require THE ORGANIZATION to use program proceeds to continue THE ORGANIZATION'S mission of providing affordable housing. Toward that end, the City of Franklin requires THE ORGANIZATION to submit a written statement within 30 days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Upon termination of this Contract, THE ORGANIZATION shall transfer to the City of Franklin any unused program funds on hand at the time of expiration and any accounts receivable attributable to the use of program funds. Any real property under THE ORGANIZATION control that was acquired or improved in whole or in part with program funds in excess of \$25,000 is either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the Contract; or (ii) not used in accordance with the above paragraph (i) of this section, in which event THE ORGANIZATION shall pay to the City of Franklin an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property.

SECTION 9 - 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.

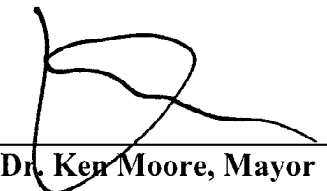
M. TERMINATION

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

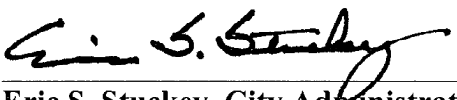
Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity..

In witness whereof, by our hands on the date noted above.

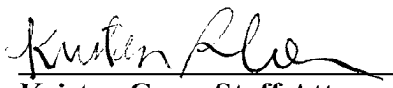
THE CITY OF FRANKLIN

By: 
Dr. Ken Moore, Mayor

Attest:


Eric S. Stuckey, City Administrator

Approved as to Form:


Kristen Corn, Staff Attorney

Hard Bargain Association:

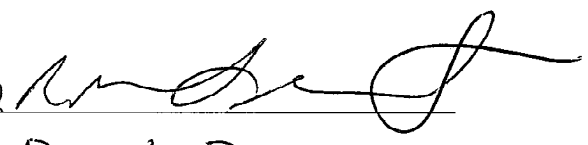
By: 
Its: Brant Bousquet
Executive Director

Exhibit A

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

Hard Bargain Planned Unit Development (PUD)

PUD Infrastructure bids		
ITEM		Bids
<i>Durham (infrastructure, utilities)</i>		<i>(\$205,857.00)</i>
<i>*Wright Construction (paving)</i>		<i>(\$55,541.00)</i>
<i>CEC Engineering (req'd stormwater review)</i>		<i>(\$15,300.00)</i>
<i>Water Access Fee</i>		<i>(\$3,558.00)</i>
<i>Sewer Access Fee</i>		<i>(\$6,300.00)</i>
<i>Effluent Disposal Fee</i>		<i>(\$1,350.00)</i>
<i>**Pervious Pavers</i>		<i>(\$8,903.00)</i>
Estimated Infrastructure Cost		(\$287,906.00)

Exhibit B

LEGEND

- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- EXISTING FENCE
- EXISTING SANITARY SEWER LINE
- EXISTING GAS LINE
- EXISTING STORM SEWER LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING TIE LINE
- EXISTING BUILDING
- EXISTING MOUND
- EXISTING STORM BUILT/CATCH BASIN
- EXISTING UTILITY POLE W/ GUY WIRE
- EXISTING GAS VALVE/REGULATOR
- EXISTING WATERLINE VALVE
- EXISTING MAJOR DRAIN
- EXISTING TREE
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER STRUCTURES
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED OPEN SPACE
- PROPOSED OPEN SPACE EASEMENT
- PROPOSED STREET ADDRESS

LINE DATA TABLE

LINE #	BEARING	DISTANCE
L1	N 84°06'14" E	15.50'
L2	N 84°06'14" E	25.32'
L3	N 57°48'30" E	15.64'
L4	N 84°06'14" E	12.21'
L5	N 84°06'14" E	11.51'
L6	S 89°33'59" E	11.84'
L7	S 89°33'59" E	5.15'
L8	S 82°35'4" E	11.75'
L9	N 82°35'4" E	15.81'
L10	S 84°06'14" E	1.87'
L11	N 82°35'4" E	21.11'
L12	N 82°35'4" E	1.87'
L13	S 82°35'4" E	21.11'
L14	N 84°06'14" E	30.34'

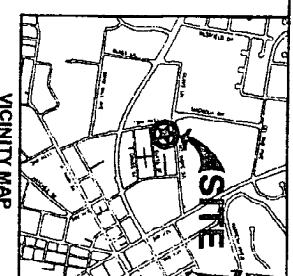
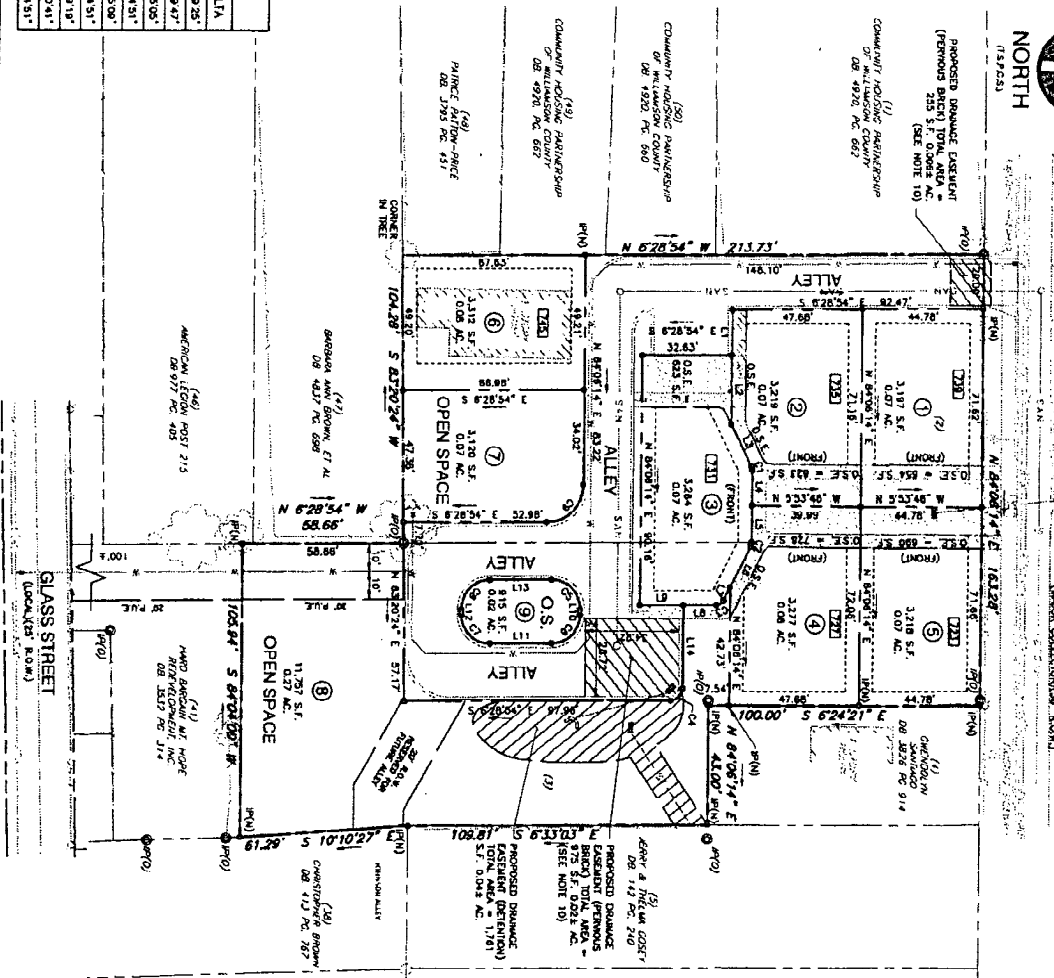
CURVE DATA TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	1.36'	3.00'	28°19'25"
C2	1.36'	3.00'	28°19'25"
C3	3.30'	3.00'	63°03'05"
C4	7.02'	4.50'	69°24'51"
C5	18.60'	10.50'	86°20'00"
C6	18.60'	10.50'	86°20'00"
C7	18.60'	10.50'	86°20'00"
C8	18.60'	10.50'	86°20'00"
C9	21.07'	13.50'	86°20'00"



11/2/2013

MOUNT HOPE STREET
(LOCAL COLLEGE DRIVE, ROAD)



VICINITY MAP

SCALE IN FEET

0 30 60

SCALE 1" = 30'

DATE 08/05/13

FINAL SUBDIVISION PLAT

FRANKLIN, WILKINSON COUNTY, TENNESSEE

TOTAL ACRES 1.054

TOTAL LOTS 14

ACRES NEW STREETS 0.028

FEET NEW STREETS 1,800

CONV. DISTRICT 381

CLOSURE EPOCH 11/20/00

DATE 08/05/13

SHEET 1 OF 1

CITY OF FRANKLIN # 2833

CEC #131-953

HARD BARGAIN MT. HOPE SUBDIVISION

CREATOR W. KAYBEL

REGISTERED

RECORDS

BOOK

PAGE

1

1

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1

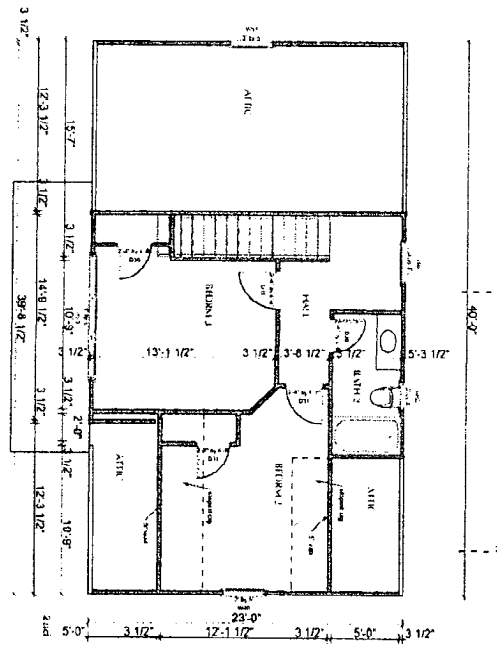
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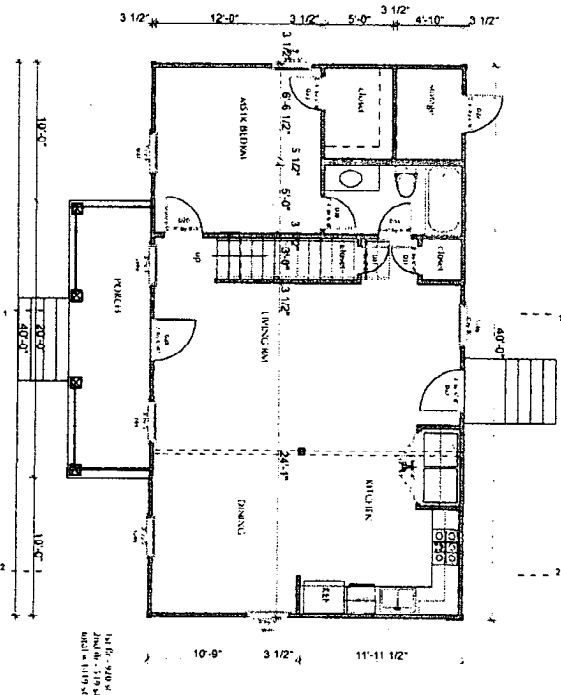
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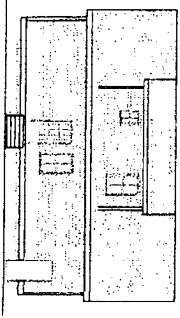
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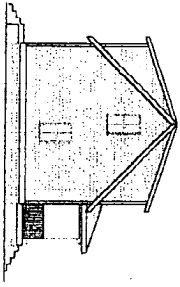
2 2ND FLR PLAN



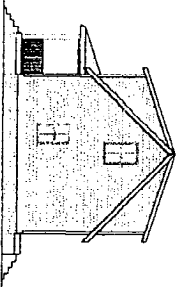
1 1ST FLOOR PLAN



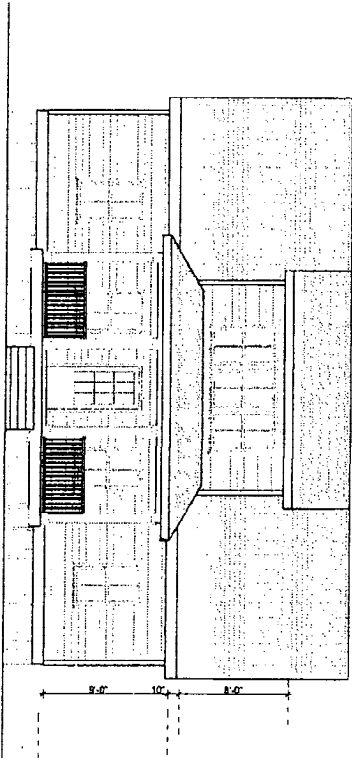
4 REAR ELEVATION



6 LEFT ELEVATION



5 RIGHT ELEVATION

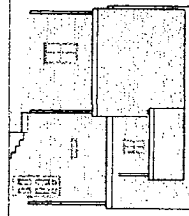


3 FRONT ELEVATION

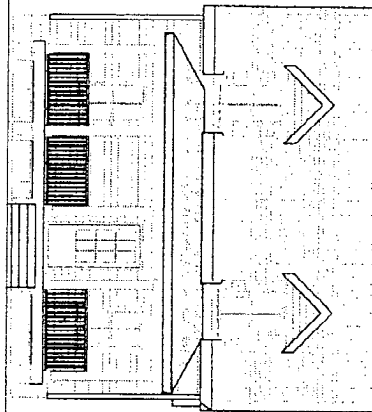
QUIRK DESIGNS
2801 DEER HILL DRIVE
SUITE 200
NASHVILLE, TN 37204
Phone: 615-283-1249 Fax: 615-627-1298
WWW.QUIRKDESIGNS.COM

Rebuild of Residence
Noel Jones
5304 Old Harding Rd
Franklin, TN 3064

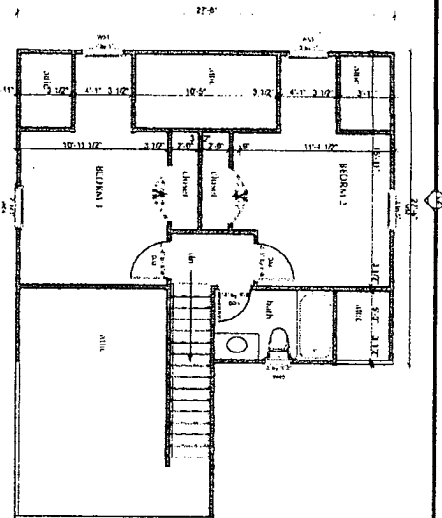
DATE: 10/10/07
REVISION:
PROJECT NO.: 1441
COPYRIGHT 2007
OWNER: JONES
FLOOR PLAN
A1
SHEET 1



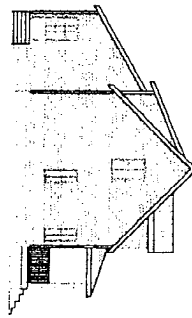
6 REAR HOUSE 2



3 FRONT HOUSE 2

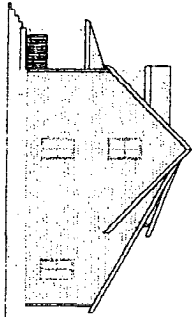


2 2ND FLR PLAN

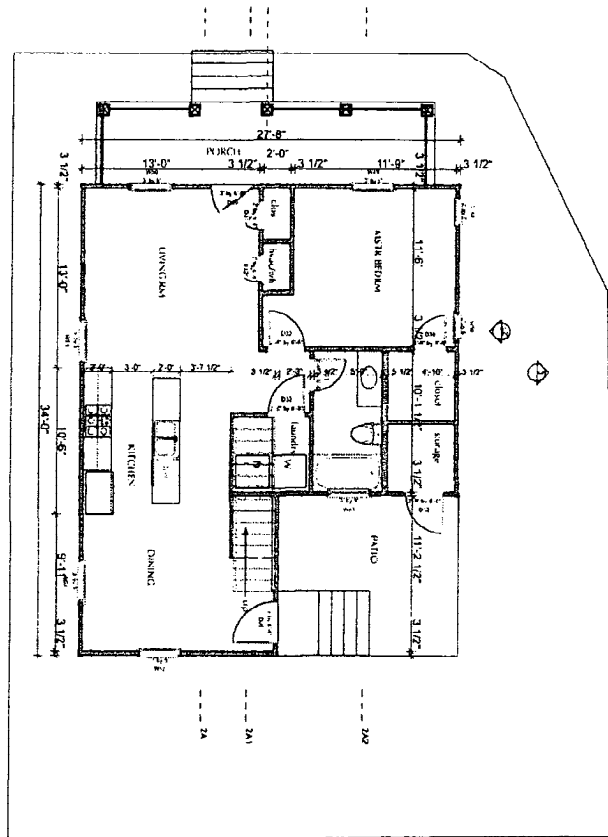


4 LEFT HOUSE 2

FLOOR AREA ELEVATIONS			
Floor	Area	Perimeter	Volume
1st	760	448	
2nd	422		
Total	1182 sq. ft.		



5 RIGHT HOUSE 2



1 1ST FLOOR PLAN

Rebuild of Residence

Noel Jones
5304 Old Harding Rd
Franklin, TN 3064

QUIRK DESIGNS

2051 BERRY HILL DRIVE
SUITE 200
NASHVILLE, TN 37204
Phone: (615) 266-8740 Fax: (615) 637-1268
Email: noel@quirkdesigns.com, noel@quirkdesigns.com

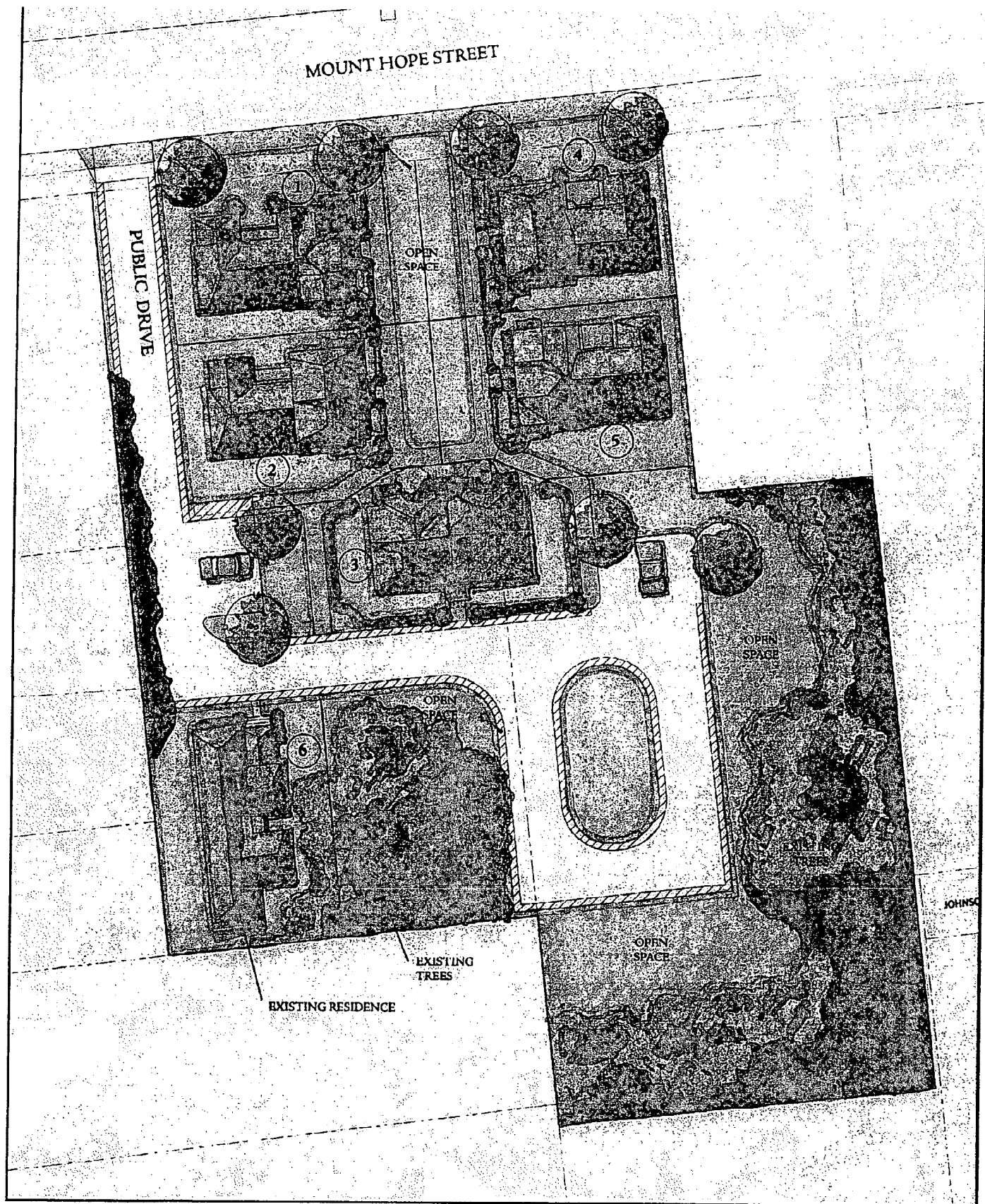
A2
SHEET 2

HOUSE 2

PROJECT NO. 16-014
COPYRIGHT 2007
QUIRK DESIGNS

DATE: 5/11/11

REVISION:

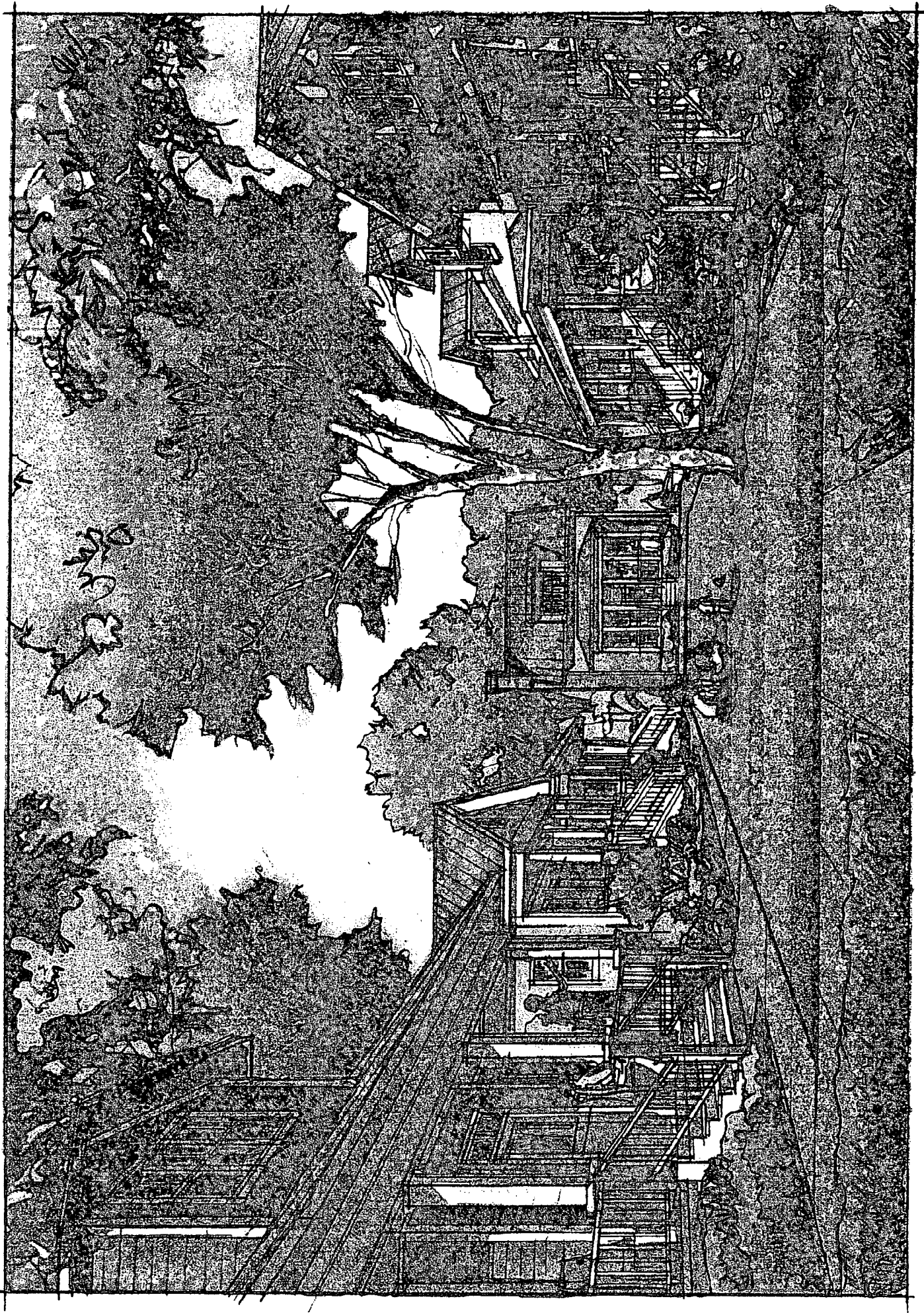


PUD MASTER PLAN

HARD BARGAIN
MOUNT HOPE STREET
FRANKLIN, TN

theaddisongroup
1000 10th Avenue
Franklin, TN 37067
615.791.1000

DATE: 02.20.14
SCALE: 1" = 10'



HARD BARGAIN
ASSOCIATION



CORPORATE RESOLUTION

Be it resolved that in the Board of Directors voted on August 18, 2014, the Board of Directors of Hard Bargain Mount Hope Redevelopment, Inc. (DBA, Hard Bargain Association) approved the submittal of a grant proposal for the amount of \$65,00.00 to the City of Franklin for Affordable Housing Development by Community Development Based Organizations (CBDOs).

Agreed to by the Hard Bargain Association Board of Directors by recorded vote on the 18th day of August 2014.

Toni Scurggs

Toni Scurggs, Secretary
Hard Bargain Association
Board of Directors

8/18/2014

Date



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Chris Bridgewater, Director, Building & Neighborhood Services
Kathleen L. Sauseda, Housing Coordinator

DATE: October 14, 2014

SUBJECT: Contract for Receipt of Community Development Block Grant Funds (CBDO)
City of Franklin Contract #2014-0154

Purpose

To further the objectives of the City of Franklin's Consolidated Plan for Housing and Community Development, the City of Franklin has identified \$65,017.00 of the Community Development Block Grant, (CDBG), funds be awarded to a certified Community Based Development Organization (CBDO) to support the construction single family homes that will be sold to low to moderate-income citizens of the City of Franklin.

Background

The City of Franklin has identified affordable housing development as an important issue in the community. The mission of the Community Development Block Grant program in Franklin is to develop, in cooperation with its residents, business partners, and not-for-profit housing agencies, viable urban communities by providing decent housing and a suitable living environment and to expand economic opportunities principally to low and moderate-income persons.

The City solicited proposals from qualified non-profit firms that are certified as Community Based Development Organization's to develop affordable housing for low to moderate-income residents of the City of Franklin. Hard Bargain Association was the only certified non-profit that submitted a proposal, we support awarding this grant to Hard Bargain Association.

Financial Impact

This contract will be fully funded by the Community Development Block Grant Program.

Recommendation

A motion to approve is recommended.

RESOLUTION 2015-24

TO BE ENTITLED, "A RESOLUTION DIRECTING THE APPROPRIATION OF FUNDS TO HARD BARGAIN ASSOCIATION FOR THE PURPOSE OF REDUCING THE DEVELOPMENT FEES ASSOCIATED COMPLETING THE PLANNED UNIT DEVELOPMENT ON MOUNT HOPE STREET."

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee believe stable housing is the foundation upon which families build their lives, achieve good health, and pursue their economic potential; and

WHEREAS, in order to effectively promote the production of a variety of housing options throughout the City, the Board of Mayor and Aldermen realize that initiatives and strategies are necessary to create and sustain a diversity of housing within Franklin; and

WHEREAS, the Board of Mayor and Aldermen has established a Water and Wastewater System Development and Access Fee Incentive Program and Inclusionary Zoning Ordinance where funds are deposited and may be used to create housing for families whose income is below 80% of the Greater Nashville, Franklin, Murfreesboro MSA median income threshold; and

WHEREAS, at the April 2, 2015 Housing Commission meeting Hard Bargain Association requested assistance from the Board of Mayor and Aldermen for development fees, specifically infrastructure costs associated with sanitary sewer and water development fees (access, system development, tap, and effluent fees) for completion of the Planned Unit Development in the Hard Bargain Neighborhood including six (6) new homes in the amount of Thirty Thousand Dollars (\$30,000.00).

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

☐ The Board of Mayor and Aldermen has determined the six new homes that will be built will contribute to the diversity of housing options with our community and in doing so the Board of Mayor and Alderman agree to appropriate \$_____ in the FY 2016 City of Franklin Budget to Hard Bargain Association to be used solely to pay for development fees associated with completion of the Planned Unit Development the Hard Bargain Neighborhood..

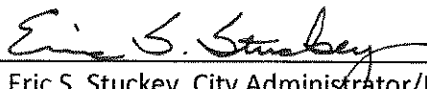
and/or

☒ The Board of Mayor and Aldermen has determined the six new homes that will be built contribute to the diversity of housing options with our community and in doing so the Board of Mayor and Alderman agree to appropriate \$30,000.00 from the Housing Reserve Fee-in-Lieu Account #170-23630-00000 account to Hard Bargain Association to be used solely to pay for development fees associated with completion of the Planned Unit Development the Hard Bargain Neighborhood.

Adopted this 12TH day of May, 2015.

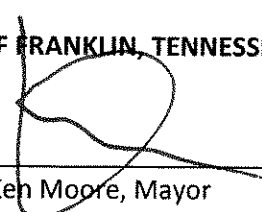
ATTEST:

BY:


Eric S. Stuckey, City Administrator/Recorder

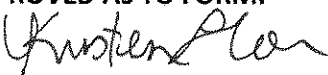
CITY OF FRANKLIN, TENNESSEE

BY:


Dr. Ken Moore, Mayor

APPROVED AS TO FORM:

BY:


Kristen L. Corn, Staff Attorney

April 8, 2015

Ms. Kathleen Sauseda, Housing Coordinator
City of Franklin
109 3rd Ave. South
Franklin, TN 37064

RE: Request for funding from the Affordable Housing Reserve Fund

Dear Kathleen:

This letter serves as a formal request to the City of Franklin for \$30,000 from the Affordable Housing Reserve Fund to be used to help pay for infrastructure expenses on our Planned Unit Development on Mount Hope Street. The funds will be matched by the HCA Foundation, as a part of a matching grant they recently awarded us.

I made the request at the Franklin Housing Commission on April 2, 2015. A motion was made to award Hard Bargain Association \$30,000 from the Affordable Housing Reserve Fund and it was approved unanimously.

We appreciate our partnership with the City of Franklin regarding the completion of this project. Thank you for helping us build quality, affordable housing in the Hard Bargain neighborhood and address the problem of affordable housing in our community.

If you need any additional information, please let me know.

Sincerely,



Brant Bousquet, MS, CFRE
Executive Director
Hard Bargain Association

**CONTRACT FOR THE RECEIPT OF COMMUNITY BASED DEVELOPMENT
ORGANIZATION PROGRAM FUNDING, FISCAL YEAR FROM THE CITY OF
FRANKLIN**

COF Contract No. 2015-0324

This Contract is made and entered into this __ day of _____, 2015, by and between the City of Franklin, Tennessee (hereinafter "CITY") and Community Housing Partnership (hereinafter "ORGANIZATION").

WITNESSETH:

WHEREAS, CITY has identified a need to conduct a Community Based Development Organization (CBDO) Program funding; and

WHEREAS, ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development and has met the certification requirements of becoming a CBDO; and

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

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

SECTION 1 - SCOPE OF SERVICES

ORGANIZATION will carry out activities necessary for acquisition, rehabilitation and resale, new construction, or conversion of a residential structure for low to moderate income owner occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less than 80% of median family income for the Metropolitan Statistical Area.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. **A United States Department of Housing and Urban Development (HUD) Environmental Review Report will be required.**

Incorporated into this contract is Exhibit A, the proposal by ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.
- B. ORGANIZATION will submit regular reports (not less often than quarterly) as directed by CITY detailing the progress of their project.
- C. At the request of CITY, ORGANIZATION will periodically send a representative to the neighborhood or other public meetings to discuss and promote their project.
- D. 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

ORGANIZATION will receive up to Thirty Thousand and No Dollars (\$30,000.00) for the services outlined above and contained in Exhibit A from the approved Community Development Block Grant Program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start within ninety (90) days of this signed Contract and end on or before the 365th day thereafter.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. CITY shall reimburse ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices shall be submitted monthly.
- C. Final payment will be subject to receipt of a final report that is satisfactory to CITY.

SECTION 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**

**Stephen Murray
Community Housing Partnership
of Williamson County
129 W. Fowlkes Street, Suite 128
Franklin, TN 37064**

SECTION 7 - PROGRAM PROCEEDS

ORGANIZATION is acting as a CBDO and not as a sub recipient under the terms of this Contract. Revenues generated by activities undertaken by ORGANIZATION with funds provided through this Contract are not considered to be program income. CITY does require ORGANIZATION to use program proceeds to continue ORGANIZATION'S mission of providing affordable housing. Toward that end, CITY requires ORGANIZATION to submit a written statement within thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Upon termination of this Contract, ORGANIZATION shall transfer to CITY any unused program funds on hand at the time of expiration and any accounts receivable attributable to the use of program funds. Any real property under ORGANIZATION control that was acquired or improved in whole or in part with program funds in excess of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) is either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of the Contract; or (ii) not used in accordance with the above paragraph (i) of this section, in which event ORGANIZATION shall pay to CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to the property.

SECTION 9 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

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. CITY hereby notifies 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 CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

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. 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 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 ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

ORGANIZATION shall comply with 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.

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 CITY nor ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The Contract between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of this 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, CITY shall not be responsible for sales or use taxes incurred for products or services. CITY shall supply ORGANIZATION with its Sales and Use Tax Exemption Certificate upon ORGANIZATION's request. ORGANIZATION shall bear the burden of providing its suppliers with a copy of CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. 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. TERMINATION

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

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.

In witness whereof, by our hands on the date noted above.

THE CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

COMMUNITY HOUSING PARTNERSHIP:

By: _____
Its: Executive Director

**Community Housing Partnership of Williamson County (CHP)
Proposed Scope of Services (CBDO)**

CHP is proposing (if funded) with this CBDO program to buy, rehabilitate and sell (to low income homebuyers) two houses within the city limits of Franklin. This program will perform two basic functions for the City of Franklin. First, it will enable the purchase of a house that will most likely be a deteriorated structure within the city, often times in codes violation or foreclosure and a problem for the City Staff. Second, it will enable a low income homebuyer to purchase an entirely rehabilitated house that would be next to impossible for them to accomplish without this program. This program will take a problem piece of property and make it a productive, tax producing property for the City of Franklin while providing a homeownership opportunity for a low income family.

CHP has an extensive history in programs similar to this. CHP has successfully administered the Neighborhood Stabilization Program for Tennessee Housing Development Agency in the past. Within this program CHP has bought, rehabbed and sold twelve houses. CHP successfully administers the HUD HOME program and generates approximately 5 purchase, rehabs and sales per year in some past years using this program. Finally, CHP uses the Federal Home Loan Bank of Atlanta's Affordable Housing program to provide homeownership opportunities in the rural sections of Williamson County, successfully providing low income homebuyers in 45 instances over the years. Finally, CHP has completed 4 houses in two different years using the City of Franklin CDBG CBDO programs. Truly, CHP has an extensive history of providing low income homeownership opportunities under programs exactly as described under this "Request for Proposals for Affordable Housing Development by Community Based Development Organizations" as issued by the City of Franklin.

Please note that information in the Cost section of this proposal is an integral part of CHP's Scope of Services. CHP proposes to follow the following format in this program:

Purchase:

CHP will purchase the first house within 60 days of the opening of a funding line under this program. Purchase will come through research on various properties including HUD or other foreclosed properties where CHP may receive a discounted price. Additional input from United Community Resource Foundation, Inc. and Hard Bargain Association will be solicited to see if houses within their market areas are on the market and rehabilitation of such property would help in their activities. All environmental procedures will be conducted prior to any close on the property. Additionally, any lead based paint testing and planning will be conducted prior to the close. Finally, all work write ups, cost estimating and construction bidding will be conducted prior to the close on the property. Feasibility of the project within the guidelines of low income purchase will be maintained at all times. The marketing of the property to a low income homebuyer will start immediately upon the purchase contract by CHP to buy the property. If a customer is qualified, selected and mortgage approved then they will be able to strongly participate in the construction phase with all selections within CHP budgets. The second house will be purchase and follow a similar time line within 120 days of the contract signing.

Construction:

Construction services will be performed by licensed, bonded and insured State of Tennessee contractors and should start immediately upon the purchase (close) of the houses by CHP after a bidding process is completed. All work will be performed per a work write up specifying the necessary services and under a direct contract with CHP. All construction activity shall require all necessary permits and insurance by the contractor. The contractor shall provide progress schedules on a monthly basis or on any draw request. All items listed in paragraphs 8.0, 9.0, 10.0 and 12.0 in the Request for Proposals by the City of Franklin shall be incorporated in any agreement by the contractor and the City of Franklin.

Contracts should take no more than 120 days to complete and will be signified as completed by a "Certificate of Occupancy" issued by the City of Franklin Codes Department.

Program implementation and supervision:

CHP proposes to serve as the program administrator for the program, providing the following services:

1. **Marketing** the program through outreach to the neighborhood associations, direct press releases and advertising through all local media outlets, direct outreach to all social service agencies who might have clients within these neighborhoods, direct contact with the residents of these neighborhoods through flyers or other means and direct contact with the two other not for profits operating in these neighborhoods (Hard Bargain Association and United Community Resource Foundation).
2. Performing **Intake** functions and record keeping of all homebuyer applicants for the funding. This includes the initial application documents certifying (but not limited to) **income verification** (insuring income compliance per the CDBG guidelines), **home mortgage approval certification** (insuring that the homebuyer has concluded homebuyers class and secured a reasonable mortgage), **Deeds of Trust and Notes for the CDBG grant connected with the property** (Insuring the proper compliance documents are prepared and properly registered).
3. **Inspecting** the property jointly with the homeowner and City of Franklin staff. **Composing** with the approved homeowner a comprehensive **Work Write Up**. This includes all necessary inspections and certifications including (but not limited to):
 - A. Lead Based Paint inspections by certified inspector
 - B. Flood Plain certification with appropriate map and panel
 - C. National Park Service Standards of Rehabilitation (Historic) submittals to the appropriate agent whether it be a State Historic Preservation Officer (SHPO) at the City of Franklin or directly to the Tennessee Historic Commission.
 - D. Thermal/ Explosive verifications with the Fire Marshall of the City of Franklin
4. **Controlling** the contract by **bidding** out the contract to the appropriate Contractors, **conducting the public bid opening**, **consolidating** the bids to present to CHP Board of Directors for final contract decisions. At the point of **Notice to Proceed** CHP will conduct the following:
 - A. Provide the homeowner the necessary guidance for participating in decision in the construction
 - B. Provide the contractor the necessary communications to begin the work
 - C. Do initial inspections that all permits have been obtained

- D. Provide scheduled inspections to insure that the work is being conducted correctly and within time constraints
 - E. Provide inspections on draw requests to insure that the contractor is only drawing what they have in the job. Evaluate and authorize payments.
 - F. Provide final inspections and certify completion of the project.
5. **Record keeping** will be maintained by CHP with a complete project book for each individual project and all records regarding the intake, facilitation, inspections, contracts and draw requests during construction and all mortgage related documents regarding the homebuyer and the close on said property. All record keeping will be maintained to insure that CDBG compliance is maintained by both CHP and the City of Franklin.
6. **Complaints and Grievances** will be addressed by CHP with representation of the City of Franklin where applicable. CHP will maintain an individual file regarding any complaint and grievances by either the homeowner, contractor or interested party. CHP will act as the negotiator to address any issues arising and if CHP can resolve the problem we will do so. However if the problem cannot be resolved we would suggest that the City of Franklin have other resources, such as arbitration possibilities.

CHP has all the internal systems available to begin this program immediately as we will follow the successful format from similar homeownership programs that we have successfully conducted. Inspection systems exist within programs to do all initial inspections and staff is available and certified in all compliance and inspection areas. Indeed this program is very similar to programs performed by CHP staff for HUD HOMES and Tennessee Housing Development Agencies Neighborhood Stabilization Program. As well CHP has successfully administered the CDBG CBDO program over two different program years. Additionally, CHP has conducted the first five years of the CDBG programs for the City of Franklin showing our ability to successfully administer CDBG in a TIMELY method.

CHP will close out the project after final reporting and record keeping to the City of Franklin and will keep all records available for 10 years after the completion of each project. Additionally, CHP will be available and help the City of Franklin on all compliance reporting regarding this CDBG program to the US Department of Housing Urban Development.

Notes:

- 1. The Cost section of this proposal is an integral part of the Scope of Services
- 2. Development and sale pro formas and sources and use statements are included with the Cost Section
- 3. Properties have not been optioned at this point although within the Cost Section, 3 possible properties are shown. Additional properties are usually available. It would not be prudent for CHP to option any properties in conjunction with this application until funding is secured.
- 4. No property that is not zoned correctly for single family housing will be considered
- 5. The CHP staff will serve as the Development team to control cost and keep the house affordable
- 6. Architectural Plans and elevations will not be necessary as this is rehabilitation of an existing structure
- 7. Avenue Bank has preapproved the purchase and construction funding for this application (see attached letter).

**Community Housing Partnership of Williamson County (CHP)
Costs**

Given the Scope of Work defined in earlier text CHP has identified the costs directly to CHP to administer this program for the City of Franklin. These costs are broken down to reflect the plans of rehabilitating two houses for purchase by low income homebuyers. First is the actual purchase/construction cost for the first house.

We have used an existing for sale house as the example for this project. Be advised that this house may or may not be available upon funding of this application. See attached proforma for further breakdown of figures. Timing of this house will be in the first 6 months of funding.

302 Scruggs Avenue (First House)

Purchase of house with soft costs:	\$ 128,220
Construction costs:	\$ 30,000
Total Development Costs	\$ 158,220
Delivery costs	\$ 2,400
Total costs	\$ 160,620

CDBG/CBDO Financing	\$ 30,000
Avenue Bank Financing	\$ 130,620
Total Financing	\$ 160,620

CDBG/CBDO Initial Funding	\$ 30,000
Less Delivery Costs	\$ 2,400
Less Buyer retained subsidy	\$ 13,000
Net Retained Income	\$ 14,600

cost of buy down

225 Ash Drive (Second House)

Purchase of house with soft costs:	\$ 135,247
Construction costs:	\$ 30,000
Total Development Costs	\$ 165,247
Delivery costs	\$ 2,400
Total costs	\$ 167,647

CDBG/CBDO Financing	\$ 30,000
Avenue Bank Financing	\$ 137,647
Total Financing	\$ 167,647

CDBG/CBDO Initial Funding	\$ 30,000
Less Delivery Costs	\$ 2,400
Less Buyer retained subsidy	\$ 13,000
Net Retained Income	\$ 14,600

*1207 K
1607*

ORDINANCE NUMBER 2015-60

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE, APPENDIX A – COMPREHENSIVE FEES AND PENALTIES, CHAPTER 12 USE OF NATIONAL AVERAGED CONSTRUCTION COSTS TO CALCULATE PROJECT VALUATION”

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

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

WHEREAS, the Board of Mayor and Aldermen has determined that fees should be calculated using a standardized, national average for construction costs.

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

SECTION I: That Appendix A, Chapter 12 of the City of Franklin Municipal Code is hereby amended, and is approved to read as follows. Changed text is highlighted in **bold and is highlighted for clarity**:

CHAPTER 12: BUILDING, UTILITY, ETC. CODES

...	
<i>Total Valuation (Stated Valuation by applicant shall be compared to the most current International Code Council Standard Building Valuation Data and the greater of the two shall be used for purposes of calculating the fee using the table below)</i>	
\$1.00—\$999.00	\$30.00
...	

SECTION II. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this Ordinance shall take effect upon approval.

ATTEST:CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING:

December 8, 2015

PASSED SECOND READING:

January 12, 2016

Building Validation Data – AUGUST 2015

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2016. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2015 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$161.88/sq. ft. Permit Fee:
Business = 16,000 sq. ft. x \$161.88/sq. ft x 0.0075
= \$19,426

Important Points

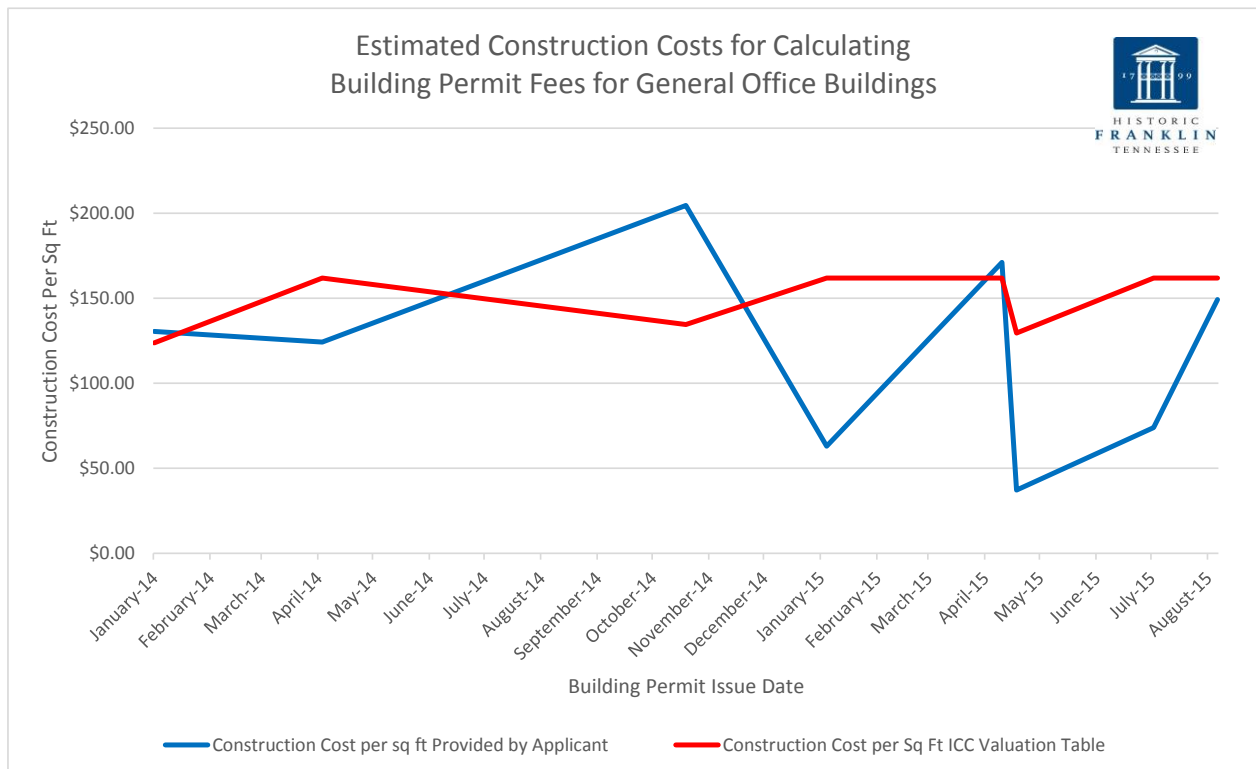
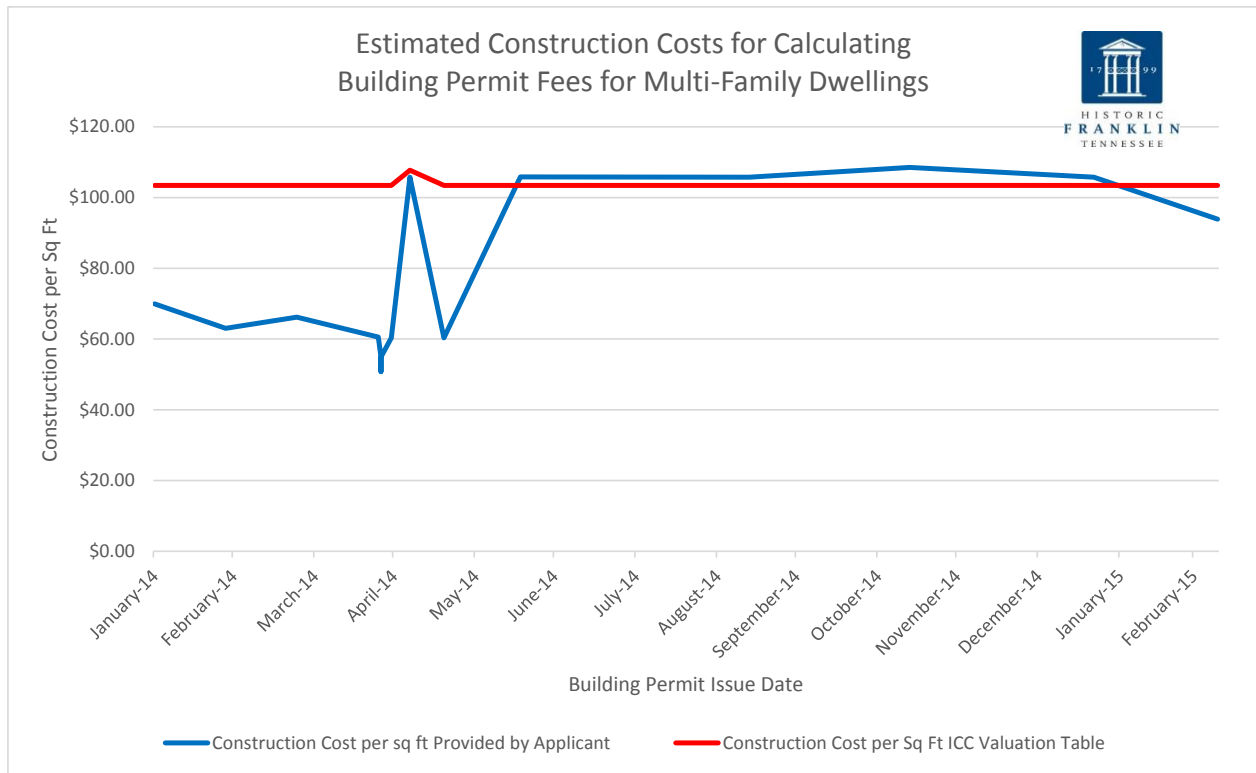
- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c, d}

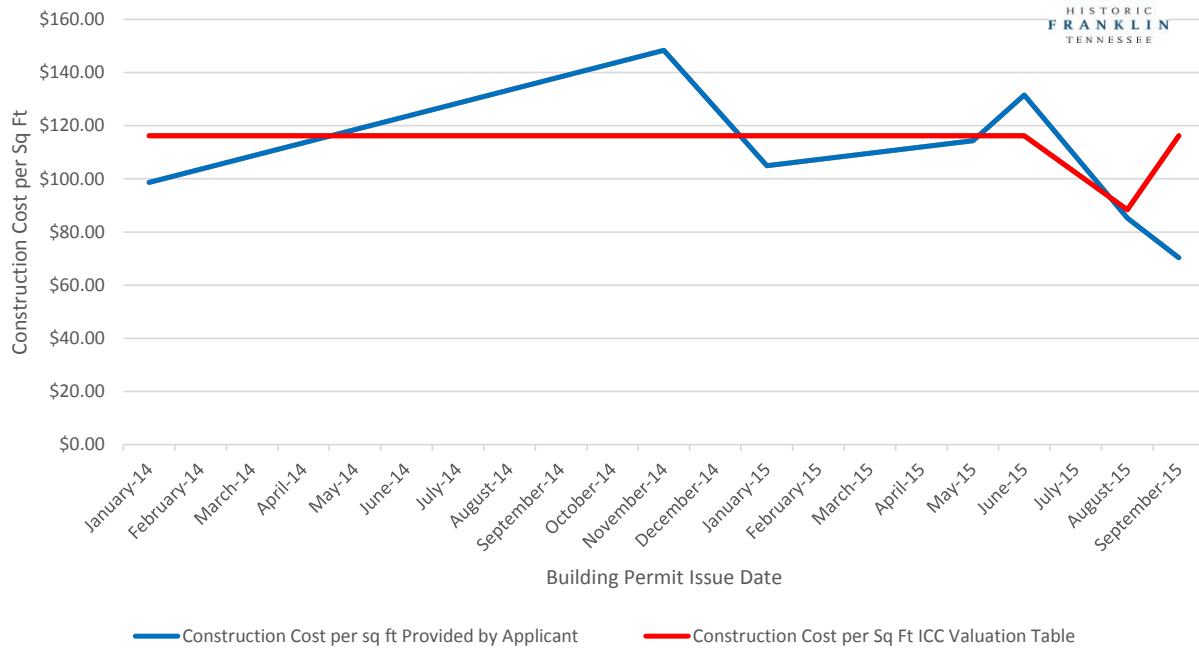
Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	229.03	221.51	216.10	207.06	194.68	189.07	200.10	177.95	171.21
A-1 Assembly, theaters, without stage	209.87	202.35	196.94	187.90	175.62	170.01	180.94	158.89	152.15
A-2 Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.80	137.68	132.99
A-2 Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.80	135.68	131.99
A-3 Assembly, churches	211.95	204.43	199.02	189.98	177.95	172.34	183.02	161.22	154.48
A-3 Assembly, general, community halls, libraries, museums	176.88	169.36	162.95	154.91	141.73	137.12	147.95	125.00	119.26
A-4 Assembly, arenas	208.87	201.35	194.94	186.90	173.62	169.01	179.94	156.89	151.15
B Business	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
E Educational	192.29	185.47	180.15	172.12	160.72	152.55	166.18	140.46	136.18
F-1 Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2 Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	64.44
H-1 High Hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	N.P.
H234 High Hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5 HPM	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
I-1 Institutional, supervised environment	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
I-2 Institutional, hospitals	308.50	301.79	295.93	287.50	272.14	N.P.	281.10	254.09	N.P.
I-2 Institutional, nursing homes	213.56	206.85	200.99	192.56	179.22	N.P.	186.16	161.17	N.P.
I-3 Institutional, restrained	208.37	201.66	195.80	187.37	174.54	167.98	180.97	156.48	148.74
I-4 Institutional, day care facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
M Mercantile	132.61	127.57	121.79	116.21	106.35	103.15	110.52	92.05	88.36
R-1 Residential, hotels	184.11	177.46	172.55	164.31	152.38	148.31	164.31	136.85	132.55
R-2 Residential, multiple family	154.38	147.73	142.82	134.58	123.25	119.18	134.58	107.72	103.42
R-3 Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4 Residential, care/assisted living facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
S-1 Storage, moderate hazard	101.01	96.02	89.86	86.20	76.60	72.79	82.19	61.73	57.67
S-2 Storage, low hazard	100.01	95.02	89.86	85.20	76.60	71.79	81.19	61.73	56.67
U Utility, miscellaneous	77.82	73.48	69.04	65.52	59.23	55.31	62.58	46.83	44.63

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted

Comparison of Construction Costs Provided by Applicants on Building Permit Applications to ICC Valuation Table Construction Costs



Estimated Construction Costs for Calculating Building Permit Fees for Retail Buildings



Tabulation of Bids*

[illegible]

* Shaded bid is apparent lowest best bid