



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, November 22, 2016

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [16-0981](#) Update on the City of Franklin Proposed Public Art Program and Overview of Draft Guidelines

Sponsors: Eric Stuckey, Vernon Gerth, Monique McCullough and Amanda Rose

Attachments: [Public Art Guidelines DRAFT 10-27-16.pdf](#)

2. [16-1017](#) Discussion Regarding the number of units for Bed and Breakfast per the City of Franklin Zoning Ordinance.

Sponsors: Ald. Margaret Martin

3. [16-0980](#) Discussion Concerning Road Impact Fees (Deferred from 11-08-16)

Sponsors: Vernon Gerth and Paul Holzen

Attachments: [Major Collector Impact Fee Draft - Final](#)
[RIF November 2016 BOMA Meeting2](#)

Legislative History

11/8/16 Work Session referred to the Work Session

4. [16-0982](#) *Consideration of Resolution 2016-77, a Resolution authorizing the City of Franklin to contribute \$400,000 to the Goose Creek Sanitary Sewer Extension Project as part of the Lampo Group Corporate Headquarters Project. (Deferred from 11/08/16 WS; 11/22/16 WS)

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [Lampo - Sanitary Sewer Resolution 2016-77 and Exhibits A and B Law Approve](#)

Legislative History

11/8/16 Work Session referred to the Work Session

5. [16-0983](#) *Consideration of Resolution 2016-85, Authorizing the City of Franklin to Enter into an Agreement, Subject to Review and Approval by the Board of Mayor and Aldermen, With the Customers of the Goose Creek Sewage Treatment Plant (TN0060216) to Construct Sanitary Sewer Infrastructure to Connect to the City of Franklin Wastewater Collection System (11/22/16 WS)

Sponsors: Paul Holzen and Mark Hilty

Attachments: [GCI Sewer Lawsuit vs State of TN 9-28-16](#)
 [20160413 REP Goose Creek Inn STP CEI letter report V1](#)
 [20160414 REP Goose Creek Inn Photo CEI Photo Summary V1](#)
 [COF 2016-0307 - Exhibit A and B](#)
 [Cost Estimate 10-31-2016](#)
 [Res 2016-85 GCI STP Agmnt Resolution](#)

Legislative History

11/8/16 Work Session referred to the Work Session

6. [16-0979](#) *Consideration of Resolution 2016-78, A Resolution to Adopt a Retirement Health Savings Plan for Employees and Approve Adoption Agreement with ICMA-RC. (11/22/16 WS)

Sponsors: Eric Stuckey, Shirley Harmon and Russ Truell

Attachments: [Resolution 2016-78 Retirement Health Savings Plan Law Approved.pdf](#)
 [2016-0328 ICMA-RC RHSEIPDeclarationofTrust](#)
 [2016-0328 ICMA-RC Administrative Services Agreement](#)
 [2016-0328 ICMA-RC Retiree Welfare Benefits Plan](#)
 [Nondiscrimination Requirements](#)
 [803653 Plan Adoption Agreement executed](#)

7. [16-1020](#) Status Report on Special Census.

Sponsors: Eric Stuckey

Other Business

Adjournment

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

City of Franklin
Public Art Program Guidelines
Draft Version – October 27, 2016

I. Mission and Purpose

The City of Franklin's Public Art Program seeks to use art to enhance the quality of life for our citizens and visitors by encouraging a heightened sense of place, increasing our community's visual quality of Franklin's built environment. The Franklin Public Art Program promotes a public initiative of outreach and education while working to preserve the city's rich cultural heritage and emerging urban form. The program is committed to creating community through public art and builds upon community support to conserve, preserve and make available public art to citizens and visitors. The Franklin Public Art Program aims to enrich the community through the integration of the vision and work of artists into planning, design and construction of public spaces.

The purpose of the Public Art Program is to:

- 1) Interweave art with the urban fabric;
- 2) Create a unique image and sense of place;
- 3) Encourage positive civic discourse;
- 4) Celebrate historic events and persons;
- 5) Inspire, educate, beautify and give character to public places;
- 6) Provide opportunities to facilitate the community values of inclusion, civic pride, cultural diversity and appreciation of the creative spirit;
- 7) Enhance the visibility and stature of Franklin in local, regional, national, and international arenas; and
- 8) Foster collective memory and give meaning to place by recalling local and regional history.

II. Definitions

Appraisal – a certified estimation of the value of an item.

Art – the expression or application of human creative skill and imagination, typically in various types and disciplines, such as but not limited to paintings, sculptures, photographs, etc., that are created to be appreciated primarily for their meaning, experience, beauty, and/or emotional power.

- *Bas-relief* – a type of sculpture, carving, or molding in which shapes are carved so that they are only slightly higher than the flat background.
- *Fresco* – the type of art or technique of painting on a moist, plater surface with colors ground up in water or a limewater mixture; a picture or design so painted.

- *Kinetic (sculptures)* – the type of art, as sculptural constructions, having movable parts activated by motor, wind, hand pressure, or other direct means and often having additional variable elements, for example shifting lights.
- *Masonry* – artwork created using stone, brick, or concrete.
- *Mosaic* – the type of art of creating images with an assemblage of small pieces of colored glass, stone, or other materials; a technique of decorative art or interior decoration; a picture or design created in this manner.
- *Painting* – the process or creation of artwork using paint.
- *Sculpture* – the art of making two or three dimensional representative or abstract forms, especially by carving stone or wood or by casting metal or plaster.
- *Topiary* - the type of art involving training, cutting, and trimming trees and/or shrubbery into ornamental shapes.

Artwork in Public View – art located on the exterior of public or non-residentially zoned private property able to be viewed/observed from public property.

Civic Discourse – engagement in conversation intended to enhance understanding.

Design Work – a plan or drawing produced to show the look and function of workings of artwork before it is created and installed.

Limited Edition – an edition limited to a small number of copies.

Private Property – Private property – land not owned by the government or dedicated to public use.

Public Art on Private Property – artwork in any media that has been planned and executed with the intention of being staged on private, non-residential property for viewing by those on the physical public domain located beyond the exterior walls of a building or structure.

Public Art – art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outside and accessible to all.

Public Property – legal designation for the ownership of property by a state entity

Signage – graphic designs as symbols, emblems or works used for identification or as a means of giving directions or warning.

Site Plan – an architectural plan that demonstrates the proposed alterations (layout, scale, appearance) to a given lot and/or structure.

Sociocultural – of, relating to, or signifying the combination or interaction of social and cultural elements.

Urban Fabric – the physical aspect of urbanism, emphasizing building types, thoroughfares, open space, frontages, and streetscapes.

Water Feature – an ornamental structure for discharging such a jet or a number of jets, often an elaborate or artistic work with basins, sculptures, etc.

III. Eligible and Ineligible Artworks

Public Art in Franklin can be attained by the City through a variety of methods. All artwork accessioned into the public art collection is subject to criteria set forth in this policy. All decisions regarding the accessioning of artwork are recommended by the Franklin Public Art Commission (FPAC), and once approved by BOMA, are considered final.

CRITERIA:

- 1) Artwork must be consistent with the Scope of the Collection and the Franklin Public Art Program Purpose and Mission.
- 2) Artwork should be of exceptional quality and enduring value as judged by the FPAC.
- 3) Strong preference is given to artwork that is unique or of a limited edition.
- 4) Permanently sited artwork shall relate to the architectural, historical, geographical, and/or sociocultural context of the site.
- 5) Funding and documentation for the installation, future maintenance, and decommissioning shall be included in an application and FPAC recommendation.
- 6) As applicable, the artwork shall meet City structural, building, right-of-way, electrical, and other codes for safety.
- 7) As applicable, the artwork shall be accessible to all people and meet Federal Americans with Disabilities Act requirements.
- 8) Artwork must be durable for outdoors and in good condition.
- 9) Existing artwork shall have provenance information establishing clear title.

A. Eligible Artworks:

All artworks commissioned or acquired under the Franklin Public Art Program shall be designed, or the process facilitated by, artist(s). Such artworks may include, but are not limited to:

- 1) Design work provided by the artists, including:
 - i. Artwork mounted or painted on exterior surfaces, fixtures and functional elements.
 - ii. Outdoor space design elements in areas such as plazas, public parks, arcades, and pedestrian passageways.
 - iii. Artistic design of roadways, bridges, parkways, pedestrian or bicycle pathways, transit system improvements, water and watershed facilities, solid waste transfer stations and sites with historic, archeological, and unique geological features.
- 2) Forms of visual art such as, but not limited to:

- i. Sculptures, including bas-relief (cast), mobile, fountain, environmental, kinetic and electronic, in any material or combination of materials.
- ii. All paintings, including murals and frescoes on portable and/or permanent structures.
- iii. Art forms in clay, fiber and textile woods, metal, plastics, glass mosaics and other material; any combination or forms of media.

B. Ineligible Artworks:

- 1) “Art objects” which are mass-produced of standard design such as playground equipment, fountains, or statuary objects, unless incorporated into the artwork by a project artist.
- 2) Directional elements such as graphics, signage unless where these elements are integral parts of the original work of art or public art project.
- 3) Reproductions, by mechanical or other means, of original works of art, unless in cases where such reproduction is inherent in the art-making process, such as films, video, photography, printmaking, computer imagery or other media arts.
- 4) Decorative, ornamental or functional elements or architecture except where these elements are designed by the artist and/or are an integral part of the artwork by the artist or are the results of collaboration among design professionals, including at least one artist.
- 5) Services or utilities necessary to operate or maintain the artwork in perpetuity.
- 6) For residential property, artwork is excluded.
- 7) Artwork painted on unpainted masonry that is part of a historically designated building or structure.
- 9) Artwork that is considered distasteful not suitable for public viewing as determined by the FPAC.

IV. City of Franklin Public Arts Commission

The City of Franklin Public Arts Commission (FPAC) is established to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission is also responsible for developing policies, procedures and regulations necessary to carry out the program. The Commission shall review and make recommendations concerning all aspects of public art, including policy, projects, acquisition, siting, maintenance, adoption, deaccessioning, education and outreach.

The Commission shall consist of sixteen (16) members all of whom are citizens of Williamson County and/or own and operate a business in the City of Franklin, nominated by the Mayor and appointed by the Board of Mayor and Aldermen. The membership of the Commission shall consist of one representative from:

- 1) Fine Arts Department of Williamson County Schools;
- 2) Fine Arts department of Franklin Special School District;
- 3) O’More College;

- 4) the Board of Mayor and Aldermen;
- 5) Franklin Municipal Planning Commission;
- 6) Historic Zoning Commission;
- 7) Williamson County Cultural Arts Commission
- 8) Arts Council of Williamson County;
- 9) Downtown Franklin Main Street Program;
- 10) Williamson County Convention and Visitors Bureau;
- 11) Franklin Tomorrow;
- 12) a licensed landscape architect;
- 13) a building architect; and
- 14) three (3) artists from the local community.

Members are appointed to a three-year term (initially staggered one, two and three years) and can be reappointed for two additional consecutive three-year terms with each member serving no more than nine consecutive years. Terms for the BOMA, FMPC, and HZC members serving on the FPAC will correspond to their terms/appointments. Each year, the Commission shall elect a chair and vice chair from its membership who will serve one year terms. The commission has the power and duty to:

- 1) adopt bylaws for the Commission;
- 2) initiate, sponsor or conduct, alone or in cooperation with other public or private agencies, public programs to further public awareness of, and interest in, the fine and performing arts, and cultural heritage of the City;
- 3) encourage donations and grants to the City for civic arts purposes, to advise the City Board of Mayor and Aldermen regarding the receipt of such donations and grants by the City;
- 4) advise the City concerning the receipt of or purchase of works of art to be placed on public property;
- 5) advise and assist the City in connection with such other artistic and heritage activities as may be referred to it by the City;
- 6) recommend the acceptance or rejection of works of art created for the City or offered as gifts, whether temporary or permanent;
- 7) assist in facilitating public outreach and education about selected artists and public art;
- 8) oversight of public art projects and proposals;
- 9) promote open forums to maintain open dialogue with the community;

- 10) make recommendations to BOMA for the approval and acceptance of works of art selected for public and private art projects;
- 11) include arts and peer professionals (art historians, curators, artists, arts administrators, critics, architects, designers, landscape architects and other individuals with a professional understanding of and experience with the visual arts) in decisions related to all aspects of public art planning and design;
- 12) make recommendations to and coordinate with the City with regard to press announcements about the progress of the project and the artist commissioned for the work.

V. Approval for Placement of Artwork on Private Property

A. Submittal of a Proposal.

An application for placement of public art on private property shall be submitted to the Franklin Public Arts Commission Coordinator and shall include the following:

- 1) Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art, including an accurate description of the colors, size, and materials to be used.
- 2) An appraisal or other evidence of the value of the proposed artwork, including acquisition and installation costs.
- 3) A site plan clearly showing the location of the art and its relation to pedestrian paths of travel on the site and in the vicinity, including adjacent rights-of-way.
- 4) An elevation or perspective rendering showing the streetscape view of the art, including the street elevations of adjacent properties.
- 5) A narrative statement to demonstrate that the art will be displayed in an area open and freely available to the general public, when applicable or that public accessibility will be provided in an equivalent manner based on the characteristics of the artwork or its placement on the site.
- 6) An agreement which requires the property owner, successor in interest, and assigns to:
 - i. Maintain the art in good condition as required by the City's Guidelines for Public Art.
 - ii. Indemnify, defend and hold the City and related parties harmless from any and all claims or liabilities from the public art, in a form acceptable to the City Attorney.
 - iii. Maintain liability insurance, including coverage and limits as may be specified by the City's Risk Manager.

B. Evaluation of a Proposal

- 1) The Franklin Public Arts Commission Coordinator shall schedule a meeting of the Franklin Public Arts Commission to review the public art applications using the adopted Guidelines.

- 2) Upon recommendation of the Franklin Public Arts Commission, the public art application is forwarded to the Historic Zoning Commission, when applicable (i.e. within Historic Preservation Overlay), and the City of Franklin Board of Mayor and Alderman for consideration.

C. Ownership of Art on Private Property

- 1) All art placed on private property remains the property of the applicant, as does the obligation to provide all maintenance necessary to preserve the public art in good condition.
- 2) Maintenance of art includes preservation of the artwork in good condition to the satisfaction of the City, protection of the art against physical defacement, mutilation or alteration and securing and maintaining fire and extended coverage of insurance and vandalism coverage in an amount to be determined by City's Risk Manager. Failure to maintain the public art will be declared to be a public nuisance.
- 3) If the owner fails to maintain the public art or fails to meet appropriate insurance requirements, upon reasonable notice, the City may take actions to remedy the situation as it deems appropriate.
- 4) All artwork donated to the City becomes the property and responsibility of the City upon acceptance by the Board of Mayor and Alderman.

VII. Approval for Placement of Artwork on Public Property

A. Submittal of a Proposal

- 1) All proposals for public art placed on City property are submitted to the City's Public Art Coordinator on the appropriate form. The form must be accompanied by drawings, models, photographs or any other graphic depiction that will help to clearly define the artwork. All proposals shall be for original works of art or limited editions by the original artists or their agent as previously described.

B. Evaluation of a Proposal

- 1) Once the proposal is received by the Public Art Coordinator, s/he calls together the Franklin Public Arts Commission (FPAC).
- 2) The Commission applies the standard guidelines for public art in making a determination that the proposed project is acceptable to the City and should move forward in the approval process.
- 3) Projects proposed for areas of high historical sensitivity, such as the Historic Preservation Overlay, should be given the closest possible scrutiny to determine if the project would be an enhancement to the area. Projects which do not garner the support of the Commission will not proceed.
- 4) If the Commission rejects a proposal, the applicant has the right to appeal this decision to the Board of Mayor of Aldermen. The Commission's findings and rationale for rejecting the project will be made available to the BOMA when considering the appeal.

C. Approval of a Proposal

- 1) Once a project is recommended for placement on City-owned property, it will be reviewed by representatives from the following departments. The City's Public Art Coordinator acts as the project manager for all such projects and is responsible for "shepherding" them through the following approval stages.
 - i. The Public Works Department, Parks Department, and Risk Manager reviews the proposal to insure:
 - ii. that the artwork's placement will not create undue difficulties for maintenance of the surrounding area.
 - iii. that the proposed materials are durable and will not create significant maintenance problems for the artwork itself.
 - iv. that any engineering or structural concerns are addressed.
 - v. to assess whether or not it provides undue risks or safety issues.
 - vi. In some cases, proposals may take additional review because of their nature, design or location.
- 2) Taking into consideration the Franklin Public Arts Commission recommendation, the Board of Mayor and Aldermen has the final approval when considering a proposal.

D. Contract Preparation

Upon conceptual approval of the project by the Board of Mayor and Aldermen, the applicant and the City sign a contract establishing the terms of the proposed installation of art in public places. The BOMA may delegate authority to sign the contract to the City Administrator as part of the conceptual approval process.

E. Issuing of Permits

The applicant is directed to prepare plans and specifications for the artwork where a permit is required (i.e. electrical, structural, etc.).

F. Labeling of Artwork

- 1) In order to avoid the use of donated public art for advertising purposes, a standard plaque, approved by the Franklin Public Art Commission and provided by the donor, is used for all labeling and positioned in such a manner to inform the public of the following:
 - i. title of artwork
 - ii. artist's name
 - iii. date of creation
 - iv. material(s) used (optional)
 - v. short explanation of work (optional)

- vi. donor's name, when applicable

G. Final Acceptance

- 1) *Maintenance.* Before accepting the project, the Public Art Coordinator provides the Public Works Department with a set of plans, specifications, attachments, fabrication details, maintenance requirements, and approved contract.
- 2) *Inspection and Acceptance.* All art projects on public property must have final inspection approval by the Building & Neighborhood Services Department and by the Public Art Coordinator.
- 3) *Ownership.* When applicable (purchased by or donated to the City of Franklin), upon installation, inspection, and acceptance, the artwork becomes the property of the City.

H. Dedication of Artwork

Once installation of the artwork is complete, the Public Art Coordinator organizes a dedication ceremony that presents the piece to the community and recognizes the artistic efforts of the artist.



CITY OF FRANKLIN TENNESSEE

REVISION TO 2014 ROAD IMPACT FEE STUDY

Prepared by
Duncan Associates

August 2016

Table of Contents

INTRODUCTION AND SUMMARY	1
BACKGROUND AND LEGAL FRAMEWORK	3
BENEFIT DISTRICTS.....	7
MAJOR ROADWAY SYSTEM	8
METHODOLOGY	10
TRAVEL DEMAND SCHEDULE	13
COST PER SERVICE UNIT.....	17
NET COST PER SERVICE UNIT.....	20
POTENTIAL FEE SCHEDULES	23
APPENDIX	24

List of Tables

Table 1. Current and Updated Fees for Arterials and All Major Roads	2
Table 2. History of Road Impact Fees, 2005-2013	4
Table 3. Road Capacity by Classification	11
Table 4. Expected Vehicle-Miles of Travel.....	14
Table 5. Actual Existing Vehicle-Miles of Travel.....	14
Table 6. Local Trip Length Adjustment Factors.....	15
Table 7. Average Trip Length by Trip Purpose.....	15
Table 8. Travel Demand by Land Use	16
Table 9. Road Improvement Costs.....	17
Table 10. Road Improvement Cost per Lane-Mile.....	17
Table 11. Average Capacity per Lane	18
Table 12. Cost per Vehicle-Mile of Capacity	18
Table 13. Existing Level of Service	19
Table 14. Outstanding Road Debt Issues.....	20
Table 15. Replacement Value of Excess Arterial Capacity.....	21
Table 16. Road Improvements and Funding, FY 2011-2017	21
Table 17. State/Federal Funding Credit.....	22
Table 18. Net Cost per Vehicle-Mile of Travel	22
Table 19. Potential Fee Schedules, Arterial and All Major Roads	23
Table 20. Existing Major Roadway Inventory	24

INTRODUCTION AND SUMMARY

The City of Franklin's current road impact fee covers only the cost of arterial roads. The road impact fee update study completed in 2014¹ calculated an option to include collector roads as well. It recommended that if collector road costs are included in the fee, the City should consider dividing its jurisdiction into four benefit districts in order to recognize the more localized benefit of collector roads. The City has not yet adopted updated road impact fees based on the 2014 study, but would like to have the option to include major collectors, rather than all collectors. This report revises the 2014 study in two ways: (1) updating the classification of roadways to reflect the City's current functional classification, and (2) removing minor collector roads from the fee calculations. The other study inputs are unchanged from the 2014 study.

Approach and Findings

The 2014 study revised the road impact fee calculations by incorporating the most current data, including the most recent road improvement costs and the latest version of the *Trip Generation* manual. The inclusion of collector roads in the road impact fee was the major policy option provided in the 2014 update. It would require the City to provide credit against the fees for developer's who dedicate right-of-way or construct collectors within their subdivisions. Finally, it would require the restriction of the collector portion of fees collected to be earmarked to be spent in the same benefit district in which it was paid.

In contrast, the inclusion of major collectors only, which is the option provided in this revision, would not require the City to provide developer credits for internal subdivision collector roads, and would not require the creation of benefit districts. Major collectors, some of which are four-lane roads, are similar in function to minor arterials and can reasonably be included in a city-wide service area and benefit district.

The 2014 update proposed two significant changes to the methodology: design costs were added to construction and right-of-way costs, and the debt credit was eliminated. Design costs are a necessary component of road improvements, averaging about 6% of total project costs. The debt credit was eliminated because the City's outstanding road-related debt was for previous arterial street improvements that had created excess capacity for growth, and road impact fees are being used to retire this debt.

The updated arterial fees are generally somewhat higher than current fees, although there is some variation by land use based on updated travel demand factors (trip generation rates and average trip lengths). The increase is primarily due to increased construction costs and the addition of design costs. If major collector roads are added to the city-wide arterial road fee, the resulting fee for all major roads would be significantly higher than the current arterial road fee for all land use categories, as shown in Table 1 below. The City could adopt the updated fees at less than 100% of the of the maximum fees calculated in this study, and/or phase-in the updated fees based on an increasing percentage of the maximum fees over a period of time.

¹ Duncan Associates, *Road Impact Fee Update*, March 2014.

Table 1. Current and Updated Fees for Arterials and All Major Roads

Land Use Type	Unit	Current Fee	Arterials Only		All Major Roads	
			Updated Fee	Percent Change	Potential Fee	Percent Change
Single-Family Detached	Dwelling	\$4,227	\$4,833	14%	\$6,327	50%
Multi-Family	Dwelling	\$2,766	\$3,066	11%	\$4,011	45%
Mobile Home Park	Site	\$2,079	\$2,302	11%	\$3,010	45%
Congregate Care Facility	Dwelling	\$943	\$1,078	14%	\$1,408	49%
Hotel/Motel	Room	\$2,350	\$2,525	7%	\$3,313	41%
Retail/Commercial						
Shopping Center/Gen. Retail	1,000 sq. ft.	\$5,996	\$6,381	6%	\$8,366	40%
Restaurant, Quality	1,000 sq. ft.	\$11,104	\$11,878	7%	\$15,578	40%
Restaurant, Fast Food	1,000 sq. ft.	\$16,171	\$17,240	7%	\$22,523	39%
Office/Institutional						
Office, General	1,000 sq. ft.	\$4,045	\$4,570	13%	\$5,978	48%
Hospital	1,000 sq. ft.	\$5,779	\$5,288	-8%	\$6,916	20%
Nursing Home	1,000 sq. ft.	\$2,654	\$3,040	15%	\$3,974	50%
Church	1,000 sq. ft.	\$2,406	\$3,218	34%	\$4,208	75%
Elementary/Sec. School	1,000 sq. ft.	\$1,185	\$1,584	34%	\$2,073	75%
Industrial						
Manufacturing	1,000 sq. ft.	\$1,776	\$2,002	13%	\$2,622	48%
Industrial Park	1,000 sq. ft.	\$3,237	\$3,586	11%	\$4,692	45%
Business Park	1,000 sq. ft.	\$5,934	\$6,524	10%	\$8,534	44%
Warehouse	1,000 sq. ft.	\$1,655	\$1,868	13%	\$2,441	47%
Mini-Warehouse	1,000 sq. ft.	\$809	\$869	7%	\$1,142	41%

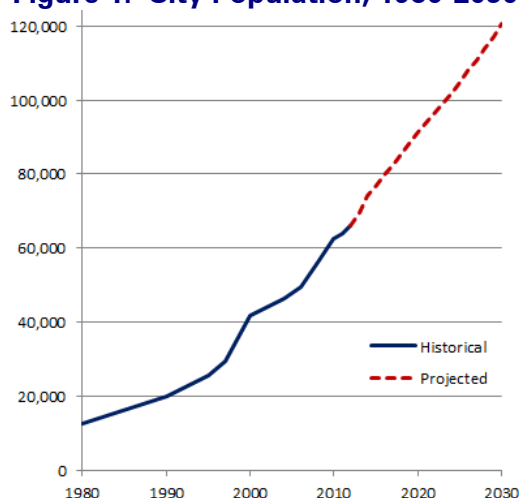
Source: Current fees from Table 2; updated and potential fees from Table 19.

BACKGROUND AND LEGAL FRAMEWORK

Growth Context

Impact fees are most appropriate for communities that are experiencing rapid growth. The City of Franklin added over 20,000 new residents in each of the last two decades, and is projected to add about 29,000 more in each of the next two decades, as illustrated in Figure 1.² This strong growth will necessitate numerous capacity-expanding improvements to the major roadway system. The City's *Major Thoroughfare Plan* projects that the population of the city and its urban growth area will increase from 74,650 in 2008 to 138,819 by 2035, and recommends 80 road construction and road widening projects, most of which will expand capacity to accommodate the resulting increase in traffic.³

Figure 1. City Population, 1980-2030



Background

Impact fees are charges that are assessed on new development to help pay for the capital facility costs they impose on the community. Unlike other types of developer exactions, impact fees are based on a standard formula and a pre-determined fee schedule. Essentially, impact fees require that each new residential or commercial project pay its pro-rata share of the cost of new infrastructure facilities required to serve that development.

The City of Franklin has assessed road impact fees since 1988. The road impact fee ordinance requires the City to “revise the road impact fee study and the schedule of impact fees at least once every five years.” In addition, when the impact fees were reviewed in 2005, the Board requested subsequent reviews every two to three years. The purpose of this study is to update the City of Franklin’s road impact fee based on the most appropriate methodology and the most current data.

In 1987, the City of Franklin sought and obtained authority from the Tennessee legislature to enact road impact fees. That same year, Duncan Associates was commissioned to prepare an impact fee study to calculate the maximum road impact fees that the City could charge. Ordinance 1037 enacting road impact fees was adopted by the City in June 1988. The fees were adopted at 60 percent of the maximum fees calculated in the original study.

Duncan Associates prepared five subsequent updates of Franklin’s road impact fees, as described below.

²City of Franklin, Planning and Sustainability Department, 2012 *Development Report*.

³Wilbur Smith and Associates, *City of Franklin Major Thoroughfare Plan*, adopted September 23, 2010.

2000. Twelve years after the initial adoption, the City updated the road impact fees, based on a study prepared in 2000. The updated fees were adopted in July 2000 with the increase phased in over two years. No significant changes to the methodology were made in this update.

2005. Five years later, the road fees were updated based on a new study. No significant changes to the methodology were made in this update.

2007. Prior to the 2007 update, the road fees were based the cost of arterial roads, excluding I-65 and the Mack Hatcher expressway, and were based on peak hour travel. The 2007 update added Mack Hatcher to the definition of the major road system and based the fees on average daily travel.

2010-2013. Fees calculated in a study by Duncan Associates in 2010 were adopted in 2011, but phased in over two years (25% on July 1, 2011, 65% on July 1, 2012, and 100% of July 1, 2013). The 2010 update provided the options of including right-of-way (ROW) costs and adding collector costs. The City opted to add ROW costs but to continue to exclude collectors.

2014. A study prepared in 2014 added design costs, and calculated an option that would add the cost of collector roads. The fee schedules have not been modified based on the 2014 study.

The fees that have been in effect from 2005 to present are summarized in Table 2.

Table 2. History of Road Impact Fees, 2005-2013

Land Use Type	Unit	2005	2007	2011	2012	2013
Single-Family Detached	Dwelling	\$1,617	\$2,191	\$2,700	\$3,514	\$4,227
Multi-Family	Dwelling	\$896	\$1,537	\$1,844	\$2,336	\$2,766
Mobile Home Park	Site	\$1,003	\$1,144	\$1,378	\$1,752	\$2,079
Congregate Care Facility	Dwelling	\$221	\$440	\$566	\$767	\$943
Hotel/Motel	Room	\$649	\$1,126	\$1,432	\$1,922	\$2,350
Retail/Commercial						
Shopping Center/Gen. Retail	1,000 sq. ft.	\$3,508	\$2,681	\$3,510	\$4,836	\$5,996
Restaurant, Quality	1,000 sq. ft.	\$3,773	\$4,964	\$6,499	\$8,955	\$11,104
Restaurant, Fast Food	1,000 sq. ft.	\$5,609	\$7,177	\$9,426	\$13,023	\$16,171
Office/Institutional						
Office, General	1,000 sq. ft.	\$2,716	\$1,891	\$2,430	\$3,291	\$4,045
Hospital	1,000 sq. ft.	\$1,199	\$2,867	\$3,595	\$4,760	\$5,779
Nursing Home	1,000 sq. ft.	\$449	\$996	\$1,411	\$2,074	\$2,654
Church	1,000 sq. ft.	\$754	\$1,127	\$1,447	\$1,958	\$2,406
Elementary/Sec. School	1,000 sq. ft.	\$749	\$543	\$704	\$960	\$1,185
Industrial						
Manufacturing	1,000 sq. ft.	\$1,529	\$830	\$1,067	\$1,445	\$1,776
Industrial Park	1,000 sq. ft.	\$1,497	\$1,513	\$1,944	\$2,634	\$3,237
Business Park	1,000 sq. ft.	\$1,998	\$2,773	\$3,563	\$4,828	\$5,934
Warehouse	1,000 sq. ft.	\$704	\$1,078	\$1,222	\$1,453	\$1,655
Mini-Warehouse	1,000 sq. ft.	\$417	\$388	\$493	\$662	\$809

Notes: Fees effective July 1, 2011 based on 25% of increase from 2007 fees to 2013 fees; fees effective July 1 2012 based on 65% of increase from 2007 fees to 2013 fees; fees effective July 1, 2013 based on Duncan Associates, *Road Impact Fee Update*, November 2010 (which included right-of-way costs).

Legal Framework

Franklin received special authorization to impose a road impact fee from House Bill 1311, which was passed during the 1987 session of the Tennessee legislature. While Franklin’s authorizing act provides a broad grant of authority, impact fees must also comply with constitutional standards that have been developed by the courts to ensure that local governments do not abuse their power to regulate the development of land. The courts have gradually developed guidelines for constitutionally valid impact fees, based on a “rational nexus” that must exist between the regulatory fee or exaction and the activity that is being regulated. The standards set by court cases generally require that an impact fee meet a two-part test:

- 1) The fees must be proportional to the need for new facilities created by the new development; and
- 2) The expenditure of impact fee revenues must provide benefit to the fee-paying development.

Impact fees for various types of developments should be proportional to the impact of each development on the need to construct additional or expanded facilities. The fees do not have to recover the full cost, but if the fees are reduced by a percentage from the full cost, the percentage reduction should apply evenly to all types of developments.

Impact fees were pioneered by local governments long before state legislatures passed explicit enabling acts. The authority to adopt such fees was found in local government’s “police power” to regulate development so as to protect the health, safety and welfare of its citizens. Developers challenged early impact fees, and state court decisions gradually developed a body of case law setting out the standards that should govern impact fees. This section spells out our understanding of the general principles of impact fees and some implications for calculating Franklin’s impact fees.

A fundamental principle of impact fees, rooted in both case law and norms of equity, is that impact fees should not charge new development for a higher level of service than is provided to existing development. While the impact fees could be based on a higher level of service than the one existing at the time of the adoption of the fees, two things are required if this is done. First, another source of funding other than impact fees must be identified and committed to fund the capacity deficiency created by the higher level of service. Second, the impact fees must generally be reduced to ensure that new development does not pay twice for the same level of service, once through impact fees and again through general taxes that are used to remedy the capacity deficiency for existing development. In order to avoid these complications, our general practice is to base the impact fees on the existing level of service.

A corollary principle is that new development should not have to pay twice for the same level of service. As noted above, if impact fees are based on a higher-than-existing level of service, the fees should be reduced by a credit that accounts for the contribution of new development toward remedying the existing deficiencies. A similar situation arises when the existing level of service has not been fully paid for. Outstanding debt on existing facilities that are counted in the existing level of service will be retired, in part, by revenues generated from new development. To avoid requiring new development to pay more than its proportional share, impact fees should be reduced to account for future tax payments that will retire outstanding debt on existing facilities.

In general, credit against impact fees is not required for funding that has historically been used for, or that is committed to be used for growth-related, capacity-expanding improvements. While new development may contribute toward such funding, so does existing development, and both existing and new development benefit from the higher level of service that the additional funding makes possible. However, consistent with past studies and standard impact fee practice, credit is provided in this update for State and Federal funding.

The City's road impact fee ordinance allows developers to receive offsets against their impact fees for right-of-way (ROW) dedication or construction of a thoroughfare shown on the Major Thoroughfare Plan map. Prior to the 2010 update, ROW costs had been excluded from the impact fee calculation, because the City required developers to dedicate a minimum of 60-foot ROW width without credit against the impact fee. The City is now obligated to provide credit for ROW dedication. If major collectors are included in the fee, developers will also need to receive credit for ROW dedications and improvements for major collector road dedications and improvements.

BENEFIT DISTRICTS

The 2014 study proposed benefit districts to acknowledge that collector roads serve a more limited area than arterials. It recommended that if collector roads were included, the collector road portion of the fees should be restricted to be spent in a subarea of the city, thus ensuring a stronger nexus between fee payment and benefit received.

Impact fee case law states that impact fees must be spent so as to provide a reasonable benefit to the fee-paying development. One way of ensuring reasonable benefit is to create multiple benefit districts to ensure that the development fees paid by a development are spent closer to the development than would be the case under a single jurisdiction-wide benefit district. The need for multiple benefit districts increases with the geographic size of the community. On the other hand, the larger the number of benefit districts, the more difficult it is to accumulate sufficient funds in any one district to make any significant improvements. Deciding on the appropriate number and location of benefit districts requires balancing the need to show reasonable benefit to fee payers with the need to maintain sufficient flexibility in impact fee expenditures to address priority improvement needs.

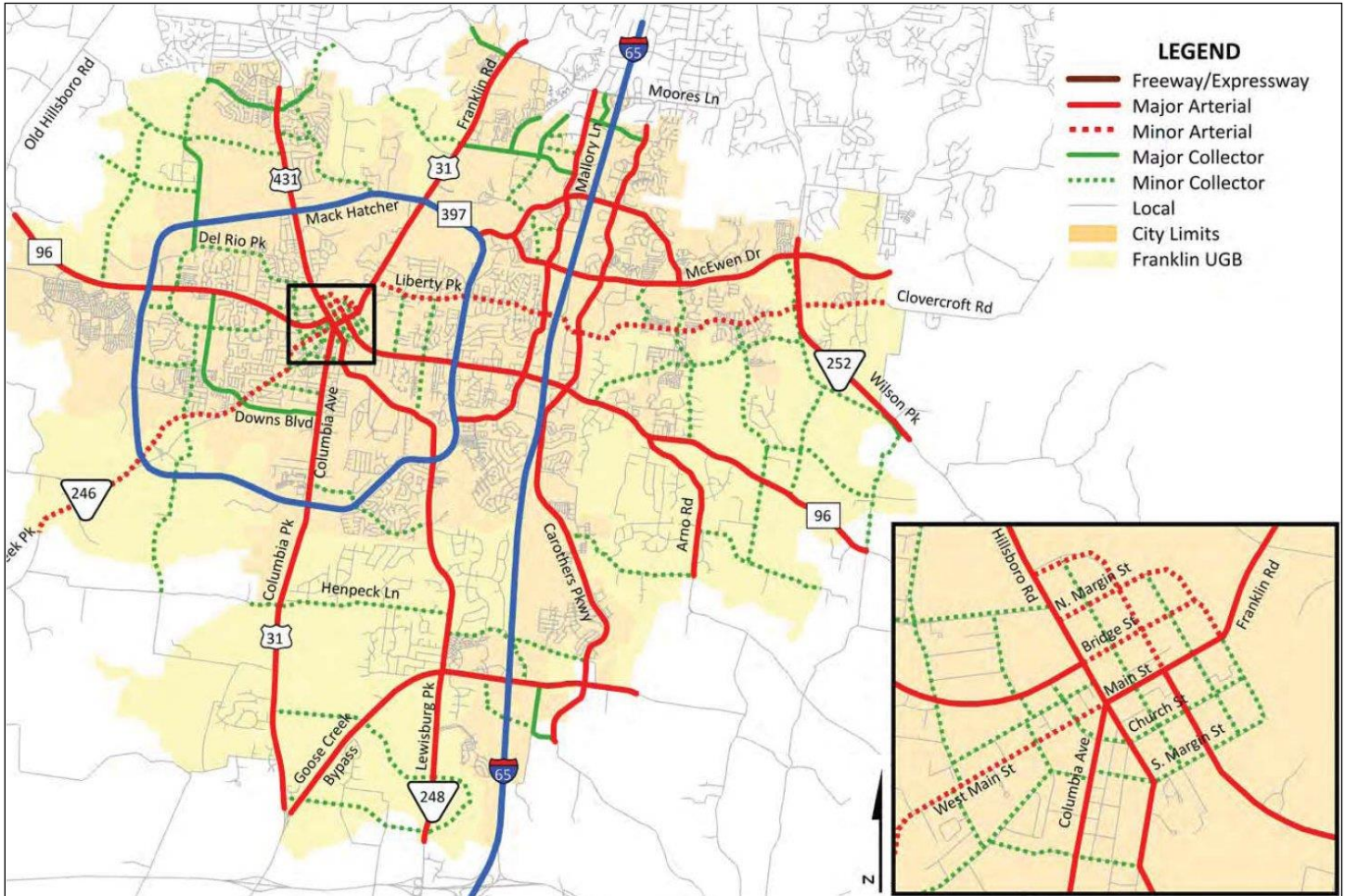
The City's current impact fee ordinance designates the entire area within the corporate boundaries as a single benefit district. The fact that the City's road impact fees are currently limited to funding improvements to major thoroughfares (expressways and arterials) strengthens the case for a single benefit district. Major thoroughfares are designed to move traffic from one part of the city to another, and the entire network acts as an integrated system. While minor collector roads often serve small areas, major collectors are very close in function to minor arterials. Most of the City's existing major collectors have 3-4 lanes. Major collectors can reasonably be included in the definition of the city-wide major roadway system. Consequently, no benefit districts are proposed as part of the current revision.

MAJOR ROADWAY SYSTEM

A road impact fee system should include a clear definition of the major roadway system that is to be funded with the impact fees. In the City's current ordinance, the use of impact fee proceeds is restricted to arterial road improvements, which is defined as "any capital improvement, including but not limited to new roads, additional lanes, widened lanes, intersection improvements, turn lanes, bridges, traffic signals, intelligent transportation system (ITS) improvements, and associated drainage facilities, that expands the capacity of the city's arterial road system." The arterial road system is defined as "all existing and planned arterials, excluding Interstate 65, identified on the city's adopted Major Thoroughfare Plan map." The major roadway system includes State roads as well as City roads. The current ordinance and impact fee excludes major and minor collector roads from the impact fee calculations. As mentioned in the introduction, this revision includes the option of expanding the impact fee to include major collector roads. Including major collector roads in the calculation of the impact fee update will allow the City to program future impact fee revenue for planned major collector road improvements. If this option is adopted, the City would need to amend the impact fee ordinance to allow for the expenditure of impact fee funds for major collector road improvements by amending the definition of major roadway system.

The major roadway system is thus currently defined as existing and planned arterials identified on the adopted Major Thoroughfare Plan map (illustrated in Figure 2 on the following page) within the city limits. Interstate 65, which primarily serves through traffic rather than local traffic, is excluded from the arterial roadway system to be funded with the road impact fees. The Major Thoroughfare Plan map also identifies the major collector roads that are included in this update. Capacity-expanding improvements include any improvements to major roadways, including signalization and intersection improvements, which primarily have the effect of expanding capacity of the arterial roadway system, rather than providing greater access to a particular development or promoting safety.

Figure 2. Major Thoroughfare Plan Map



METHODOLOGY

Key components of the road impact fee methodology described in this chapter include service units, roadway capacity and the overall formula for calculating the fees. Subsequent chapters address the travel demand schedule, cost per service unit and net cost per service unit (revenue credits). The final chapter presents the updated road impact fee schedule.

Service Units

Service units create the link between supply (roadway capacity) and demand (traffic generated by new development). An appropriate service unit basis for road impact fees is vehicle-miles of travel (VMT). Vehicle-miles is a combination of the number of vehicles traveling during a given time period and the distance (in miles) that these vehicles travel.

The two time periods most often used in traffic analysis are the 24-hour day (average daily trips or ADT) and the single hour of the day with the highest traffic volume (peak hour trips or PHT). As in the prior impact fee study, this update utilizes the ADT for calculating the road cost component of the impact fee and ADT for calculating the credit component of the impact fee. While peak hour trip (PHT) generation rates are appropriate for assessing the impact of a new development on the need for road improvements during the evening peak hour, they tend to be more variable than average daily trips depending on size and demographic make-up of a community. Average daily trips is also the best measure for the amount of motor fuel tax that will be generated by new development, which is used to calculate the revenue credit for each land use type. The Tennessee Department of Transportation measures traffic counts on major roads using average daily trips; as a result, utilizing the ADT for both the cost and credit component of the impact fee eliminates the need to convert available traffic counts and projected volumes into PHT. For these reasons, the consultant recommends continuing to use average daily VMT as the service unit for the road impact fee update.

Roadway Capacity

Nationally-accepted transportation levels of service (LOS) categories have been developed by the transportation engineering profession. Six categories, ranging from LOS A to LOS F, generally describe driving conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. LOS A represents free flow, while LOS F represents the breakdown of traffic flow, characterized by stop-and-go conditions.

In contrast to LOS, service volume capacity is a quantitative measure, expressed in terms of the rate of flow (vehicles passing a point during a period of time). Service volume capacity represents the maximum rate of flow that can be accommodated by a particular type of roadway while still maintaining a specified LOS. The service volume capacity at LOS E represents the maximum volume that can be accommodated before the flow breaks down into stop-and-go conditions that characterize LOS F, and thus represents the ultimate capacity of the roadway.

As stated in the City's *Major Thoroughfare Plan*, LOS C is generally considered to be the minimum acceptable LOS for the City of Franklin. This is consistent with the City's road impact fees, which are based on LOS C. The City's 2004 *Major Thoroughfare Plan Update* identifies maximum daily service volumes at LOS C that are appropriate for planning purposes for a wide variety of roadway facilities (see Table 3).

Table 3. Road Capacity by Classification

Functional Classification	No. of Lanes	Vehicles/Day (LOS C)	Capacity/Lane
Collector	2	9,100	4,550
Collector	3	11,300	3,767
Collector	4	14,900	3,725
Collector	5	19,000	3,800
Arterial	2	11,600	5,800
Arterial	3	14,400	4,800
Arterial	4	19,000	4,750
Arterial	5	21,900	4,380
Expressway	2	28,100	14,050
Expressway	4	56,200	14,050
Expressway	6	84,300	14,050

Source: RPM Transportation Consultants, *City of Franklin Major Thoroughfare Plan Update*, August 2004.

Formula

The methodology used in Franklin's current road impact fee system is based on a "consumption-based" approach. The consumption-based model simply charges a new development the cost of replacing the capacity that it consumes on the major roadway system. That is, for every vehicle-mile of travel (VMT) generated by the development, the road impact fee charges the net cost to construct an additional vehicle-mile of capacity (VMC). The consumption-based methodology is maintained in this update, and credits continue to be provided for outstanding road-related debt and outside funding.

Since travel is never evenly distributed throughout a roadway system, actual roadway systems require more than one unit of capacity for every unit of demand in order for the system to function at an acceptable level of service. Suppose for example, that the City completes a major arterial widening project. The completed arterial is likely to have a significant amount of excess capacity for some period of time. If the entire system has just enough capacity to accommodate all of the vehicle-miles of travel, then the excess capacity on this segment must be balanced by another segment being over-capacity. Clearly, roadway systems in the real world need more total aggregate capacity than the total aggregate demand, because the traffic does not always precisely match the available capacity. Consequently, the standard consumption-based model generally underestimates the full cost of accommodating new development at the existing level of service. Nevertheless, it is a conservative, legally-defensible methodology that is simpler to update and provides more flexibility in the expenditure of funds than the alternative improvements-driven approach.

In most rapidly growing communities, some of the roadways will be experiencing an unacceptable level of congestion at any given point in time. However, it is not necessary to address segment-specific existing deficiencies in a consumption-based system, which, unlike an improvements-driven system, is not designed to recover the full costs to maintain the desired LOS on all roadway segments. Instead, it is only designed to maintain a minimum one-to-one overall ratio between system demand and system capacity. As discussed above, virtually all major roadway systems have more capacity (VMC) than demand (VMT) on a system-wide basis. Consequently, under a consumption-based system, the level of service standard is really a system-wide VMC/VMT ratio of 1.00. Since Franklin's major roadway system currently operates at better than this level of service (see Table 13 on page 19), there are no existing deficiencies on a system-wide basis.

The recommended impact fee formula is presented in Figure 3.

Figure 3. Road Impact Fee Formula

$$\text{Impact Fee} = \text{VMT} \times \text{NET COST/VMT}$$

$$\text{VMT} = \text{TRIPS} \times \% \text{NEW} \times \text{LENGTH} \div 2$$

$$\text{NET COST/VMT} = \text{COST/VMC} \times \text{VMC/VMT} - \text{CREDIT/VMT}$$

Where:

TRIPS = Trip ends during an average weekday

2 = Dividing by two avoids double-counting trips for origin and destination

% NEW = Percent of trips that are primary trips, as opposed to pass-by or diverted-linked trips

LENGTH = Average length of a trip on the major road system

COST/VMC = Average cost to add a new daily vehicle-mile of capacity

VMC/VMT = System-wide ratio of VMC to VMT on major road system (assumed 1:1)

CREDIT/VMT = Revenue credit per VMT

TRAVEL DEMAND SCHEDULE

The travel demand generated by specific land use types is a product of three factors: 1) trip generation, 2) percent primary trips and 3) trip length. The first two factors are well documented in the professional literature, and the average trip generation characteristics identified in studies of communities around the nation should be reasonably representative of trip generation characteristics in Franklin. In contrast, trip lengths are much more likely to vary between communities, depending on the geographic size and shape of the community and its major roadway system.

Trip Generation

Trip generation rates are based on information published in the most recent edition of the Institute of Transportation Engineers' (ITE) Trip Generation manual. Trip generation rates represent trip ends, or driveway crossings from the site of a land use. Thus, a one-way trip from home to work counts as one trip end for the residence and one trip end for the work place. To avoid over-counting, all trip rates have been divided by two. This places the burden of travel equally between the origin and destination of the trip and eliminates double-charging for any particular trip.

Primary Trip Factor

Trip rates also need to be adjusted by a "primary trip factor" to exclude pass-by and diverted trips. This adjustment is intended to reduce the possibility of over-counting additional travel induced by the new development. Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of impact fees. A diverted-linked trip is similar to a pass-by trip, but a diversion is made from the regular route to make an interim stop. The reduction for pass-by and diverted trips utilized in this study was drawn from the ITE *Trip Generation Handbook* and other published information.

Average Trip Length

The average trip length is the most difficult travel demand factor to determine. In the context of a road impact fee using a consumption-based methodology, the relevant input is the average length of a trip on the major roadway system within the city limits. The starting point is national data for average trip length for specific land uses and trip purposes. However, these national trip lengths are likely to be unrepresentative of travel on the City's major roadway system. An adjustment factor can be derived by dividing the VMT actually observed on the major roadway system by the VMT that would be expected using national average trip lengths and trip generation rates.

The first step in developing the adjustment factor for the local trip length is to estimate the total VMT that would be expected on Franklin's major roadway system based on national travel demand characteristics. Existing land use data for the City were compiled using information from the Franklin Planning Department.

Existing land uses are multiplied by trip generation rates, percent primary trips and average trip lengths and summed to estimate total city-wide VMT. As shown in Table 4, existing land uses within the city limits, using national trip length data, would be expected to generate approximately 2.28 million VMT every day.

Table 4. Expected Vehicle-Miles of Travel

Land Use Type	Unit	Existing Units	Trip Rates	Primary Trips	Daily Trips	Length (miles)	Daily VMT
Single-Family Detached	Dwelling	16,746	4.76	100%	79,711	9.16	730,153
Multi-Family	Dwelling	11,080	3.33	100%	36,896	8.30	306,237
Mobile Home	Dwelling	408	2.50	100%	1,020	8.30	8,466
Gen. Retail/Commercial	1,000 sq. ft.	12,320	21.35	43%	113,104	6.27	709,162
Office/Institutional	1,000 sq. ft.	8,479	5.52	75%	35,103	9.96	349,626
Industrial/Warehouse	1,000 sq. ft.	5,334	3.42	95%	17,330	9.96	172,607
Total					283,164		2,276,251

Source: Existing residential and nonresidential units from City of Franklin, *2012 Development Report*, December 2012; daily trip rates and primary trip factors from Table 8; daily trips is product of trip rate and primary trips; national average trip length from Table 7; daily VMT is product of trips and trip length.

The next step in developing the local trip length adjustment factor is to determine actual daily VMT on the City's major roadway system. An inventory of the existing major roadway system was prepared as part of this study (see Table 20 in the Appendix). Roadway segment lengths and recent traffic volumes are used to estimate actual daily VMT. Since counts were not available for all segments, total VMT must be estimated from VMT for segments for which counts are available. As shown in Table 5, the City's major roadway system has an estimated 1,003,055 total daily VMT.

Table 5. Actual Existing Vehicle-Miles of Travel

Functional Classification	Road Segments w/Counts			Total Ln-Mi.	Total VMT
	VMT	Ln-Mi.	Veh./Ln		
Expressway	138,462	17.60	7,867	17.60	138,459
Other Arterial	612,268	120.59	5,077	146.91	745,862
Subtotal, Arterial					884,321
Major Collector	43,185	10.99	3,929	30.22	118,734
Total	793,915	149.18		194.73	1,003,055

Source: VMT and lane-miles of segments with traffic counts and total lane-miles from Table 20 in the Appendix; vehicles per lane is VMT on segments with counts divided by lane-miles with counts; total VMT is product of vehicles per lane and total lane-miles.

Comparing the results of the last two tables, it can be seen that expected VMT using existing land use data and national travel demand characteristics significantly over-estimates VMT actually observed on the major roadway system. This result is not surprising, since the VMT estimate does not include travel on local roads, the Interstate or on any roadways outside of the Franklin city limits. Consequently, it is necessary to develop an adjustment factor to account for this variation. The local travel demand adjustment factor is the ratio of actual to expected VMT on the major roadway system. As shown in Table 6, the national average trip length should be multiplied by a local adjustment factor of 0.388 if the major road system continues to be defined as arterials, and 0.441 if major collector roads are included in the impact fee. The difference between the two reflects the share of traffic attributable to major collector roads.

Table 6. Local Trip Length Adjustment Factors

	Arterials Only	All Major Roads
Actual Daily Vehicle-Miles of Travel (VMT)	884,321	1,003,055
÷ Expected Daily Vehicle-Miles of Travel (VMT)	2,276,251	2,276,251
Local Adjustment Factor	0.388	0.441

Source: Actual VMT from Table 5; expected VMT from Table 4.

The national average trip lengths derived from the U.S. Department of Transportation's 2009 *National Household Travel Survey* for a variety of trip purposes, including home-to-work, doctor/dentist, school/church, shopping, and other personal trips, have been adjusted by the local trip length adjustment factor. Since this study provides an option to include major collector roads, the study includes two separate travel demand schedules: one that reflects travel on arterial roads only and one that reflects travel on both arterial and major collector roads. The localized trip lengths are shown in Table 7.

Table 7. Average Trip Length by Trip Purpose

Trip Purpose	National Trip Length (miles)	Arterials Only		All Major Roads	
		Local Adjustment Factor	Local Trip Length (miles)	Local Adjustment Factor	Local Trip Length (miles)
To or from work	11.98	0.388	4.65	0.441	5.28
Office/Industrial	9.96	0.388	3.86	0.441	4.39
Medical/Dental	9.61	0.388	3.73	0.441	4.24
Average	9.28	0.388	3.60	0.441	4.09
Single-Family Det.	9.16	0.388	3.55	0.441	4.04
Multi-Family	8.30	0.388	3.22	0.441	3.66
School/Church	8.47	0.388	3.29	0.441	3.74
Family/Personal	6.61	0.388	2.56	0.441	2.92
Shopping	6.27	0.388	2.43	0.441	2.77

Source: National trip lengths from U.S. Department of Transportation, *National Household Travel Survey*, 2009 (office/industrial is 25% work trip length and 75% average trip length); local adjustment factors from Table 6.

Travel Demand Schedule

The result of combining trip generation rates, primary trip factors and average trip lengths is a travel demand table that establishes the vehicle-miles of travel (VMT) during the average weekday generated by various land use types per unit of development. The recommended travel demand schedules associated with both of the road impact fee options are presented in Table 8.

Table 8. Travel Demand by Land Use

Land Use Type	Unit	Daily Trips/ Unit	% Primary Trips	Arterials Only		All Major Roads	
				Trip Length	Daily VMT	Trip Length	Daily VMT
Single-Family Detached	Dwelling	4.76	100%	3.55	16.90	4.04	19.23
Multi-Family	Dwelling	3.33	100%	3.22	10.72	3.66	12.19
Mobile Home Park	Site	2.50	100%	3.22	8.05	3.66	9.15
Congregate Care Facility	Dwelling	1.01	100%	3.73	3.77	4.24	4.28
Hotel/Motel	Room	3.45	100%	2.56	8.83	2.92	10.07
Retail/Commercial							
Shopping Center/Gen. Retail	1,000 sq. ft.	21.35	43%	2.43	22.31	2.77	25.43
Restaurant, Quality	1,000 sq. ft.	44.98	38%	2.43	41.53	2.77	47.35
Restaurant, Fast Food	1,000 sq. ft.	248.06	30%	0.81	60.28	0.92	68.46
Office/Institutional							
Office, General	1,000 sq. ft.	5.52	75%	3.86	15.98	4.39	18.17
Hospital	1,000 sq. ft.	6.61	75%	3.73	18.49	4.24	21.02
Nursing Home	1,000 sq. ft.	3.80	75%	3.73	10.63	4.24	12.08
Church	1,000 sq. ft.	4.56	75%	3.29	11.25	3.74	12.79
Elementary/Sec. School	1,000 sq. ft.	7.02	24%	3.29	5.54	3.74	6.30
Industrial							
Manufacturing	1,000 sq. ft.	1.91	95%	3.86	7.00	4.39	7.97
Industrial Park	1,000 sq. ft.	3.42	95%	3.86	12.54	4.39	14.26
Business Park	1,000 sq. ft.	6.22	95%	3.86	22.81	4.39	25.94
Warehouse	1,000 sq. ft.	1.78	95%	3.86	6.53	4.39	7.42
Mini-Warehouse	1,000 sq. ft.	1.25	95%	2.56	3.04	2.92	3.47

Source: Trips are ½ of average daily trip ends on a weekday from ITE, *Trip Generation*, 9th ed., 2012 (hotel/motel based on average of two; elementary/secondary based on average of elementary, middle and high school); primary trips for retail/commercial from ITE, *Trip Generation Handbook*, 2004; primary trips for schools from on Preston Hitchens, "Trip Generation for Day Care Centers," ITE *1990 Compendium of Technical Papers*, 1990; primary trips for office and industrial assumed; average trip length from Table 7 (fast food restaurant uses one-third shopping trip length).

COST PER SERVICE UNIT

The cost per vehicle-mile in this update is based on a set of recent actual major road construction projects that add capacity to the roadway system. Unlike the previous update, the road construction costs include the costs of design. Recent road improvement project costs are summarized in Table 9. These recent projects added lanes and measurable capacity to the roadway system.

Table 9. Road Improvement Costs

Project Name	Improvement	Year	Design/ Construction	ROW	Total Cost
Carothers Pkwy, S Carothers-Ladd Pk	New 2 Lane	2014	\$13,818,227	\$344,000	\$14,162,227
Carothers Pkwy, Liberty Pike-McEwen	New 4 Lane	2009	\$6,628,430	\$4,000,000	\$10,628,430
Mack Hatcher, Hillsoboro-SR 96 W	New 4 Lane	2012	\$73,500,000	\$12,500,000	\$86,000,000
McEwen, Carothers-Cool Spgs	New 4 Lane	2012	\$10,172,167	\$1,770,384	\$11,942,551
McEwen, Cool Spgs-Jordan	Widen 3-5 Lns	2009	\$1,444,450	\$237,680	\$1,682,130
McEwen Dr Temporary Connector	New 4 Lane	2013	\$2,263,322	\$361,253	\$2,624,575
S Carothers Parkway	New 4 Lane	2012	\$16,335,000	\$1,942,000	\$18,277,000
Subtotal, Arterial			\$107,826,596	\$19,213,317	\$145,316,913
3rd Ave N, N Margin-5th Ave	New 2 Lane	2014	\$4,856,330	\$186,500	\$5,042,830
Nichol Mill Ln, Seaboard-Mallory	New 2 Lane	2012	\$1,372,742	\$800,975	\$2,173,717
Subtotal, Collectors			\$6,229,072	\$987,475	\$7,216,547
Total, All Major Roads			\$114,055,668	\$20,200,792	\$152,533,460

Source: City of Franklin, Engineering Department.

The average cost to create an additional lane-mile of roadway can be derived by dividing the cost of the recent capacity-expanding road improvement projects by the additional lane-miles created by the improvements. Based on the cost of recent and current arterial and collector road improvements, the average costs per lane-mile are calculated in Table 10.

Table 10. Road Improvement Cost per Lane-Mile

Project Name	Miles	New Lanes	Lane- Miles	Total Cost	Cost per Lane-Mile
Carothers Pkwy, S Carothers-Ladd Pk	2.00	2	4.00	\$14,162,227	\$3,540,557
Carothers Pkwy, Liberty Pike-McEwen	0.74	4	2.96	\$10,628,430	\$3,590,686
Mack Hatcher, Hillsoboro-SR 96 W	3.22	4	12.88	\$86,000,000	\$6,677,019
McEwen, Carothers-Cool Spgs	0.97	4	3.88	\$11,942,551	\$3,077,977
McEwen, Cool Spgs-Jordan	0.15	2	0.30	\$1,682,130	\$5,607,100
McEwen Dr Temporary Connector	0.33	4	1.32	\$2,624,575	\$1,988,314
S Carothers Parkway	1.70	4	6.80	\$18,277,000	\$2,687,794
Subtotal, Arterial	7.41		32.14	\$145,316,913	\$4,521,373
3rd Ave N, N Margin-5th Ave	0.26	2	0.52	\$5,042,830	\$9,697,749
Nichol Mill Ln, Seaboard-Mallory	0.37	2	0.74	\$2,173,717	\$2,937,455
Subtotal, Collectors	0.63		1.26	\$7,216,547	\$5,727,418
Total, All Major Roads	8.04		33.40	\$152,533,460	\$4,566,870

Source: Miles and number of lanes from City of Franklin Engineering Department; lane-miles is product of new lanes and miles; total cost from Table 9; cost per lane-mile is cost divided by lane-miles.

The average cost per unit of capacity added to the major roadway system can be determined by dividing the average cost of a new lane-mile by the average daily capacity per lane at LOS C. The average daily capacities per new lane added by the set of recent projects are calculated in Table 11.

Table 11. Average Capacity per Lane

Project Name	Improvement	Miles	New Capacity	New VMC	New Ln-Mi.	Capacity/Lane
Carothers Pkwy, S Carothers-Ladd Pk	New 2 Lane	2.00	11,600	23,200	4.00	5,800
Carothers Pkwy, Liberty Pike-McEwen	New 4 Lane	0.74	19,000	14,060	2.96	4,750
Mack Hatcher, Hillsboro-SR 96 W	New 4 Lane	3.22	56,200	180,964	12.88	14,050
McEwen, Carothers-Cool Spgs	New 4 Lane	0.97	19,000	18,430	3.88	4,750
McEwen, Cool Spgs-Jordan	Widen 3-5 Lns	0.15	7,500	1,125	0.30	3,750
McEwen Dr Temporary Connector	New 4 Lane	0.33	19,000	6,270	1.32	4,750
S Carothers Parkway	New 4 Lane	1.70	19,000	32,300	6.80	4,750
Subtotal, Arterial		9.11		276,349	32.14	8,598
3rd Ave N, N Margin-5th Ave	New 2 Lane	0.26	9,100	2,366	0.52	4,550
Nichol Mill Ln, Seaboard-Mallory	New 2 Lane	0.37	9,100	3,367	0.74	4,550
Subtotal, Collectors		0.63		5,733	1.26	4,550
Total, All Major Roads		9.74		282,082	33.40	8,446

Source: Improvement length and new lane-miles from Table 10; new capacity added derived from Table 3; new VMC is product of miles and new capacity; capacity per lane is new VMC divided by new lane-miles.

The cost per service unit is calculated by dividing the average cost per lane-mile by the average daily capacity added. As shown in Table 12, the arterial cost per service unit is \$526 per VMC. If major collectors are included, the major road cost per service unit is \$541 per VMC.

Table 12. Cost per Vehicle-Mile of Capacity

Arterials Only	
Average Cost per Lane-Mile	\$4,521,373
÷ Average Daily Capacity per Lane at LOS C	8,598
Arterial Cost per Vehicle-Mile of Capacity (VMC)	\$526
All Major Roads	
Average Cost per Lane-Mile	\$4,566,870
÷ Average Daily Capacity per Lane at LOS C	8,446
Major Road Cost per Vehicle-Mile of Capacity (VMC)	\$541

Source: Average cost per lane-mile from Table 10; average capacity per lane from Table 11.

As discussed in the methodology section, the modified consumption-based approach does not calculate the cost to have all roadways functioning at LOS C, only the cost to replace capacity consumed so that a 1:1 ratio of capacity to demand is maintained system-wide. Dividing the road capacity (VMC) by demand (VMT) yields the system-wide VMC/VMT ratios for the arterial system and for the major road system if it is expanded to include major collectors.

As shown in Table 13, the major roadway system provides 1.12 units of capacity (at LOS C) for every unit of demand on the arterial system, and 1.11 when major collectors are included. The cost per VMC does not need to be adjusted by the actual VMC/VMT ratio if it is greater than one-to-one, because a ratio of one-to-one is assumed in this study. Consequently, the cost per VMT is the same as the cost per VMC calculated above.

Table 13. Existing Level of Service

Functional Class	Total VMC	Total VMT	VMC/VMT
Arterials/Expressways	988,580	884,321	1.12
Major Collectors	123,059	118,734	1.04
Total Major Roads	1,111,639	1,003,055	1.11

Source: VMC from Table 20 in the Appendix; estimated VMT from Table 5.

NET COST PER SERVICE UNIT

As discussed in the Legal Framework chapter, credit is due against impact fees under three situations: (1) there are existing deficiencies, (2) there is outstanding debt on facilities serving existing development, or (3) there are dedicated local revenues or outside funding for the same improvements. These are each addressed below. The resulting revenue credits are deducted from the cost per service unit calculated in the previous chapter in the conclusion to this chapter to calculate the net cost per service unit.

Existing Deficiencies

From an impact fee perspective, there are no existing deficiencies. The fees are based on a system-wide level of service, defined as a 1-to-1 ratio of system-wide capacity (VMC) to system-wide demand (VMT). There are no existing deficiencies on a system-wide basis as long as the VMC/VMT ratio is greater than 1.00. The actual existing major roadway level of service is a 1.12 VMC/VMT ratio for arterials, and a ratio of 1.11 if major collector roads are included (see Table 13 above). Because the fees are based on a LOS that is lower than the actual existing LOS, no deficiency credit is warranted.

Outstanding Debt

The City of Franklin currently has seven outstanding debt issues that have been used to fund improvements on the arterial system. As shown in Table 14, the road-related balance for these outstanding debt issues is \$41.3 million.

Table 14. Outstanding Road Debt Issues

Bond Issue	Outstanding Balance	Road-Related	Road-Related Balance
General Obligation Refunding Bonds 2004	\$1,375,000	55.0%	\$756,250
County Club & McEwen Reimbursement 2005	\$2,715,000	45.0%	\$1,221,750
Capital Improvement Bonds 2007	\$20,000,000	43.0%	\$8,600,000
Capital Improvement Bonds 2009A	\$8,060,000	34.6%	\$2,788,760
Capital Improvement Bonds 2009B	\$30,625,000	34.6%	\$10,596,250
Capital Improvement Bonds 2010	\$15,725,000	40.0%	\$6,290,000
Capital Improvement Refunding Bonds 2012	\$21,710,000	51.0%	\$11,072,100
Outstanding Road Debt	\$100,210,000		\$41,325,110

Source: City of Franklin, December 19, 2013.

In cases where outstanding debt is for improvements that are serving existing development, a credit is due for future taxes that new development will generate that will be used to retire that debt. In the case of Franklin's road impact fees, however, no such credit is warranted. As noted above, the road fees are based on a lower level of service. The cost of the excess capacity in the arterial system alone is significantly greater than the amount of the outstanding road-related debt. The replacement value of the excess arterial capacity is \$54.8 million (see Table 15 below), compared to only \$41.3 million in outstanding debt.

From the facts presented above, it is clear that the outstanding road debt is for improvements that have built excess capacity into the system to accommodate growth, not improvements that are serving existing development at the level of service on which the impact fees are based. In addition, new development will not be paying the debt. The City is using road impact fees, not ad valorem taxes or general funds, to retire the road-related debt. For these reasons, no debt credit against the road impact fees is warranted.

Table 15. Replacement Value of Excess Arterial Capacity

Existing Arterial Vehicle-Miles of Capacity (VMC)	988,580
– Existing Arterial Vehicle-Miles of Travel (VMT)	-884,321
Existing Excess Arterial Capacity (VMC)	104,259
x Average Arterial Cost per VMC	\$526
Replacement Cost of Arterial Excess Capacity	\$54,840,234

Source: Arterial VMC and VMT from Table 13; cost per VMC from Table 12.

Outside Funding

The amount of intergovernmental revenue that is applied toward funding capacity-expanding capital improvements in Franklin is based on anticipated funding over a 7-year period covered by the last two adopted regional Transportation Improvement Programs. Only improvements that are both capacity-expanding and on the major road network are eligible for credit. For example, improvements on I-65 are unrelated to the major roadway system that the fees are designed to fund. The non-local share includes funds programmed from the portion of State gas tax revenues that the City receives through the State Street Aid program. The improvements and funding are summarized in Table 16 below. The creditable funding over the 7-year period totaled \$116.7 million.

Table 16. Road Improvements and Funding, FY 2011-2017

Project Name	Description	Total Cost	Non-Local Cost	
			Total	Creditable
Columbia South, Downs to SR 397	New Road	\$5,000,000	\$0	\$0
Franklin Greenway	Multi-Use Path	\$1,147,500	\$630,000	\$0
Franklin Traffic Operations	ITS Infrastructure	\$6,000,000	\$4,800,000	\$4,800,000
Goose Creek Bypass at I-65	New Interchange	\$30,000,000	\$30,000,000	\$0
Goose Creek Bypass	New Road	\$2,050,000	\$0	\$0
Hillsboro Rd, Hwy 96-M. Hatcher	New Road	\$25,000,000	\$1,250,000	\$1,250,000
I-65 Widening from SR 96-SR840	Freeway Widening	\$70,000,000	\$70,000,000	\$0
Mack Hatcher NE Widening	Widen Road	\$15,800,000	\$15,800,000	\$15,800,000
Mack Hatcher NW Extension	Extend Existing Road	\$76,500,000	\$76,500,000	\$76,500,000
Mack Hatcher SE Widening	Widen Road	\$15,000,000	\$15,000,000	\$15,000,000
McEwen Drive Phase 3	Widen Existing Road	\$15,000,000	\$0	\$0
McEwen Drive Phase 4	Widen Existing Road	\$17,500,000	\$0	\$0
McEwen Drive Extension	Extend Existing Road	\$12,500,000	\$0	\$0
Lewisburg Pike, SR 397-Donnellson	Widen Existing Road	\$2,800,000	\$0	\$0
Lewisburg Pike, Donnellson-Old Peyton	Widen Existing Road	\$1,000,000	\$0	\$0
Lewisburg Pike, Old Peyton-Goose Ck	Widen to 4 Lane Divided	\$8,010,000	\$0	\$0
Lewisburg Pike, I-65 to 0.3 mi. west	Widen 2-4 lanes	\$1,500,000	\$1,500,000	\$1,500,000
Franklin ITS Infrastructure	ITS infrastructure	\$2,300,000	\$1,840,000	\$1,840,000
Total, FY 2011-2017		\$307,107,500	\$217,320,000	\$116,690,000

Source: Nashville Area Metropolitan Planning Organization, *Transportation Improvement Program*, FY 2011-2014 and FY 2014-2017.

The State and Federal funding credit is shown in Table 17. At the current cost of borrowing, the present value of State and Federal funding revenue that can be anticipated over the next 20 years, which is the typical long-term debt repayment period, is about \$240 per daily vehicle-mile of travel on the arterial system, and \$212 per VMT when major collectors are included.

Table 17. State/Federal Funding Credit

	Arterials Only	All Major Roads
Total Federal/State Capacity Funding, FY 2011-2016	\$116,690,000	\$116,690,000
÷ Years	7	7
Annual Federal/State Capacity Funding	\$16,670,000	\$16,670,000
÷ Daily Vehicle-Miles of Travel (VMT)	884,321	1,003,055
Average Annual Funding per VMT	\$18.85	\$16.62
x Net Present Value Factor (20 Years @ 4.73%)	12.75	12.75
State/Federal Funding Credit per VMT	\$240	\$212

Source: Total Federal/State capacity funding from Table 16; daily VMT from Table 5; present value factor based on 20 years at 4.73% discount rate based on average interest rate on state and local bonds in December 2013 from the Federal Reserve at <http://www.federalreserve.gov/releases/h15/data.htm>.

Net Cost Summary

As shown in Table 18, reducing the cost per service unit associated by the State and Federal funding credit leaves a net cost of \$286 per VMT for the arterial system and \$329 per VMT if major collectors are included.

Table 18. Net Cost per Vehicle-Mile of Travel

Average Cost per VMT, Arterials Only	\$526
– State/Federal Funding Credit per VMT	-\$240
Arterial Net Cost per Daily VMT	\$286
Average Cost per VMT, All Major Roads	\$541
– State/Federal Funding Credit per VMT	-\$212
All Major Roads Net Cost per Daily VMT	\$329

Source: Average cost per VMT based on cost per VMC from Table 12; State/Federal funding credit from Table 17.

POTENTIAL FEE SCHEDULES

The net cost per unit of development is the product of daily vehicle-miles of travel generated by a unit of development and the net cost per VMT. The option of including major collector roadways in this update results in two potential impact fee schedules. The final two columns in Table 19 present the updated fees for arterials only and for the total major roadway system, including collector roads. These represent the maximum fees that can be adopted based on this study.

Table 19. Potential Fee Schedules, Arterial and All Major Roads

Land Use Type	Unit	VMT/Unit		Net Cost/VMT		Potential Fee	
		Arterials	Total	Arterials	Total	Arterials	Total
Single-Family Detached	Dwelling	16.90	19.23	\$286	\$329	\$4,833	\$6,327
Multi-Family	Dwelling	10.72	12.19	\$286	\$329	\$3,066	\$4,011
Mobile Home Park	Site	8.05	9.15	\$286	\$329	\$2,302	\$3,010
Congregate Care Facility	Dwelling	3.77	4.28	\$286	\$329	\$1,078	\$1,408
Hotel/Motel	Room	8.83	10.07	\$286	\$329	\$2,525	\$3,313
Retail/Commercial							
Shopping Center/Gen. Retail	1,000 sq. ft.	22.31	25.43	\$286	\$329	\$6,381	\$8,366
Restaurant, Quality	1,000 sq. ft.	41.53	47.35	\$286	\$329	\$11,878	\$15,578
Restaurant, Fast Food	1,000 sq. ft.	60.28	68.46	\$286	\$329	\$17,240	\$22,523
Office/Institutional							
Office, General	1,000 sq. ft.	15.98	18.17	\$286	\$329	\$4,570	\$5,978
Hospital	1,000 sq. ft.	18.49	21.02	\$286	\$329	\$5,288	\$6,916
Nursing Home	1,000 sq. ft.	10.63	12.08	\$286	\$329	\$3,040	\$3,974
Church	1,000 sq. ft.	11.25	12.79	\$286	\$329	\$3,218	\$4,208
Elementary/Sec. School	1,000 sq. ft.	5.54	6.30	\$286	\$329	\$1,584	\$2,073
Industrial							
Manufacturing	1,000 sq. ft.	7.00	7.97	\$286	\$329	\$2,002	\$2,622
Industrial Park	1,000 sq. ft.	12.54	14.26	\$286	\$329	\$3,586	\$4,692
Business Park	1,000 sq. ft.	22.81	25.94	\$286	\$329	\$6,524	\$8,534
Warehouse	1,000 sq. ft.	6.53	7.42	\$286	\$329	\$1,868	\$2,441
Mini-Warehouse	1,000 sq. ft.	3.04	3.47	\$286	\$329	\$869	\$1,142

Source: Daily VMT per unit from Table 8; net cost per VMT from Table 18.

APPENDIX

Table 20. Existing Major Roadway Inventory

Roadway	From	To	Lns	Mi.	Lane-Miles		ADT	Cap.	VMC	VMT
					Total	w/Ct.				
Mack Hatcher	Hillsboro Rd	Franklin Rd	4	1.70	6.80	6.80	17,933	56,200	95,540	30,486
Mack Hatcher	Franklin Rd	Liberty Pike	2	1.50	3.00	3.00	21,950	28,100	42,150	32,925
Mack Hatcher	Liberty Pike	Murfreesboro	2	0.85	1.70	1.70	13,340	28,100	23,885	11,339
Mack Hatcher	Murfreesboro	Lewisberg Av	2	1.30	2.60	2.60	25,057	28,100	36,530	32,574
Mack Hatcher	Lewisberg Av	Columbia Av	2	1.75	3.50	3.50	17,793	28,100	49,175	31,138
Subtotal, Expressways				7.10	17.60	17.60			247,280	138,462
1st Ave, N	Bridge St	E. Main St	2	0.12	0.24	-	-	11,600	1,392	-
3rd Ave, N	5th Ave N	Main St	2	0.34	0.68	-	-	11,600	3,944	-
3rd Ave, S	Main St	S Margin St	2	0.24	0.48	0.48	6,142	11,600	2,784	1,474
5th Ave, N	3rd Ave N	Main St	4	0.38	1.52	1.52	17,515	19,000	7,220	6,656
5th Ave, S	Main St	S Margin St	2	0.24	0.48	0.48	5,752	11,600	2,784	1,380
Bridge St.	5th Ave N	1st Ave N	2	0.33	0.66	-	-	11,600	3,828	-
Carothers Pkwy	S of Moores Ln	Cool Springs	4	1.08	4.32	4.32	22,213	19,000	20,520	23,990
Carothers Pkwy	Cool Springs	Murfreesboro	4	2.45	9.80	9.80	11,703	19,000	46,550	28,672
Carothers Pw S	Murfreesboro	S Carothers Rd	3	1.12	3.36	3.36	6,040	14,400	16,128	6,765
Carters Cr Pike	Downs Blvd	SW City Limit	2	0.86	1.72	1.72	6,591	11,600	9,976	5,668
Columbia Ave	Mack Hatcher	Fairground St	3	1.25	3.75	3.75	19,090	14,400	18,000	23,863
Columbia Ave	Fairground St	Five Points	3	1.00	3.00	3.00	10,542	14,400	14,400	10,542
Columbia Pike	S Boundary	Mack Hatcher	2	1.10	2.20	2.20	15,264	11,600	12,760	16,790
Cool Springs	Mack Hatcher	Carothers Pky	4	1.93	7.72	7.72	26,217	19,000	36,670	50,599
Cool Springs	Carothers	E McEwen Dr	4	1.35	5.40	-	-	19,000	25,650	-
Franklin Rd	E Main St	Mack Hatcher	2	1.59	3.18	3.18	16,392	11,600	18,444	26,063
Franklin Rd	Mack Hatcher	Moores Lane	2	2.11	4.22	4.22	12,975	11,600	24,476	27,377
Goose Creek By	Lewisburg Pike	I-65	4	0.84	3.36	3.36	13,685	19,000	15,960	11,495
Hwy 96 W	W Bndry	11th Ave	2	2.72	5.44	5.44	17,541	11,600	31,552	47,712
Hwy 96 W	11th Ave	5th Ave	3	0.43	1.29	1.29	18,962	14,400	6,192	8,154
Hillsboro Rd	3rd Ave N	Mack Hatcher	3	1.12	3.36	3.36	17,515	14,400	16,128	19,617
Hillsboro Rd	Mack Hatcher	Fieldstone Pw	5	1.00	5.00	5.00	16,740	21,900	21,900	16,740
Hillsboro Rd	Fieldstone Pw	N Boundary	5	0.93	4.65	4.65	18,710	21,900	20,367	17,400
Lewisburg Ave	S Margin St	Mack Hatcher	2	2.10	4.20	4.20	5,165	11,600	24,360	10,847
Lewisburg Pike	Mack Hatcher	Bowman Rd	2	1.09	2.18	2.18	9,359	11,600	12,644	10,201
Lewisburg Pike	Old Peytonsville	Goose Cr Byps	4	0.55	2.20	-	-	19,000	10,450	-
Liberty Pike	Waverly Pl	Turning Wheel	2	1.47	2.94	-	-	11,600	17,052	-
Liberty Pike	Turning Wheel	Carothers Pky	2	0.86	1.72	-	-	11,600	9,976	-
Liberty Pike	Carothers Pky	Mallory Lane	4	0.51	2.04	-	-	19,000	9,690	-
Liberty Pike	Mallory Lane	Mack Hatcher	3	0.95	2.85	2.85	14,238	14,400	13,680	13,526
Liberty Pike	Mack Hatcher	Franklin Rd	3	1.15	3.45	3.45	7,528	14,400	16,560	8,657
Main St	1st Ave S	5th Ave	2	0.34	0.68	0.68	10,362	11,600	3,944	3,523
N Margin St.	5th Ave N	2nd Ave N	2	0.26	0.52	-	-	11,600	3,016	-
W Main St	5th Ave	11th Ave	2	0.43	0.86	0.86	7,389	11,600	4,988	3,177
W Main St	11th Ave	Downs Blvd	2	1.11	2.22	2.22	7,692	11,600	12,876	8,538
Mallory Lane	Moores Lane	Cool Springs	4	1.36	5.44	5.44	24,542	19,000	25,840	33,377
Mallory Lane	Cool Springs	Liberty Pike	4	1.50	6.00	6.00	18,279	19,000	28,500	27,419

Continued on next page

Table 20. Existing Major Roadway Inventory, continued

Roadway	From	To	Lns	Mi.	Lane-Miles		ADT	Cap.	VMC	VMT
					Total	w/Ct.				
W McEwen Dr	Cool Springs	I-65	4	0.93	3.72	-	-	19,000	17,670	-
E McEwen Dr	I-65	Cool Springs	4	1.38	5.52	-	-	19,000	26,220	-
E McEwen Dr	Cool Springs	Wilson Pike	2	1.55	3.10	3.10	6,442	11,600	17,980	9,985
Murfreesboro Rd	S Margin St	Mack Hatcher	2	1.32	2.64	2.64	17,935	11,600	15,312	23,674
Murfreesboro Rd	Mack Hatcher	I-65	5	1.13	5.65	5.65	24,796	21,900	24,747	28,019
Murfreesboro Rd	I-65	E Boundary	2	1.87	3.74	3.74	23,343	11,600	21,692	43,651
Peytonsville Rd	I-65	Long Lane	4	0.17	0.68	-	-	19,000	3,230	-
N Royal Oaks	Liberty Pike	Hwy 96	3	0.81	2.43	2.43	15,077	14,400	11,664	12,212
S Royal Oaks	Hwy 96	Mack Hatcher	4	1.18	4.72	4.72	19,435	19,000	22,420	22,933
Wilson Pike	N Boundary	Clovercroft Rd	2	0.79	1.58	1.58	1,987	11,600	9,164	1,570
Subtotal, Major and Minor Arterials				49.34	146.91	120.59			741,300	612,268
Bakers Bridge Ave	Mallory Ln	Carothers Pkwy	4	0.77	3.08	-	-	14,900	11,473	-
Del Rio Pike	Carlisle Ln	90° bend	2	1.55	3.10	-	-	9,100	14,105	-
Downs Blvd	Columbia Ave	SR 96 W	2	2.67	5.34	5.34	8,224	9,100	24,297	21,958
Fieldstone Pwy	Bexley Park Dr	Hillsboro Rd	3	0.53	1.59	-	-	11,300	5,989	-
Fieldstone Pwy	Hillsboro Rd	Lexington Pkwy	4	0.53	2.12	-	-	14,900	7,897	-
Fieldstone Pwy	Lexington Pkwy	Cotton Ln	2	0.42	0.84	-	-	9,100	3,822	-
Mallory Sta. Rd	Franklin Rd	Mallory Ln	3	1.49	4.47	4.47	10,490	11,300	16,837	15,630
Gen. Patton Dr	City Limits	Mallory Station	3	0.60	1.80	-	-	11,300	6,780	-
Galleria Blvd	Bakers Brdg Av	Moorse Ln	3	0.38	1.14	-	-	11,300	4,294	-
Lynnwood Way	Franklin Rd	West City Limits	2	0.59	1.18	1.18	9,486	9,100	5,369	5,597
Peytonsville Rd	Long Lane	South City Limits	2	0.80	1.60	-	-	9,100	7,280	-
Seaboard Ln	Aspen Grove Dr	Bakers Bridge Av	3	1.32	3.96	-	-	11,300	14,916	-
Subtotal, Major Collectors				11.65	30.22	10.99			123,059	43,185
Total				68.09	194.73	149.18			1,111,639	793,915

Source: Segment descriptions, lanes and miles from City of Franklin Engineering Department, December 19, 2013; collector road service areas from Duncan Associates based on review of Google maps; average daily traffic counts (ADT) from Tennessee Department of Transportation traffic history (<http://www.tdot.state.tn.us/traffichistory/>), 2013; "w/ct." indicates lane-miles for which counts are available; "VMT" is vehicle-miles of travel, which is product of miles and ADT for segments with counts; "VMC" is vehicle-miles of capacity, which is product of daily capacity and ADT.



Road Impact Fee Discussion

Board of Mayor & Aldermen Work Session

11/22/2016



What are Road Impact Fees?



Road Impact Fee – Fees that are assessed on new development to help pay for the capital facility cost they impose on the community. Essentially, impact fees require that each new residential or commercial project pay its pro-rata share of the cost of new infrastructure facilities required to serve the development.

Legal Framework – courts have gradually developed guidelines for constitutionally valid impact fees, based on a “rational nexus” that must exist between the regulatory fee or exaction and the activity that is being regulated. Generally, impact fee need to meet a two-part test:

- 1) The fee must be proportional to the need for a new facilities created by the new development; and
- 2) The expenditure of impact fee revenues must provide benefit to the fee-paying development.

Road Impact Fees History



In 1987, the city of Franklin sought and obtained authority from the Tennessee legislature to enact road impact fees.

6/16/1988	Ordinance 88-13, "AN ORDINANCE TO AMEND ORDINANCE 87-32 AND CHAPTER 4 OF TITLE 12 OF THE FRANKLIN MUNICIPAL CODE, ESTABLISHING A ROAD IMPACT FEE ON NEW DEVELOPMENT TO OFFSET CAPITAL IMPROVEMENTS COSTS FOR RAODS GENERATED BY SUCH DEVELOPMENT."
9/12/2000	Ordinance 2000-24, "AN ORDINANCE TO AMEND THE CITY CODE OF ORDINANCES, TITLE 16, CHAPTER 4, ROAD IMPACT FEES
5/10/2005	Ordinance 2005-27, "AN ORDINANCE TO AMEND TITLE 16, CHAPTER 4 OF THE FRANKLIN MUNICIPAL CODE CONCERNING ROAD IMPACT FEES."
11/13/2007	Ordinance 2007-104, "AN ORDINANCE TO AMEND CHAPTER 4 OF TITLE 16 OF THE FRANKLIN MUNICIPAL CODE CONCERNING ROAD IMPACT FEES."
4/26/2011	Ordinance 2011-07, "AN ORDINACE TO AMEND CHAPTER 4 OF TITLE 16 OF THE FRANKLIN MUNICIPAL CODE CONCERNING ROAD IMPACT FEES."
2/8/2014	Ordinance 2014-09, "AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 4 OF TITLE 16 OF THE FRANKLIN MUNICIPAL CODE CONCERNING ROAD IMPACT FEES."

Road Impact Fee History



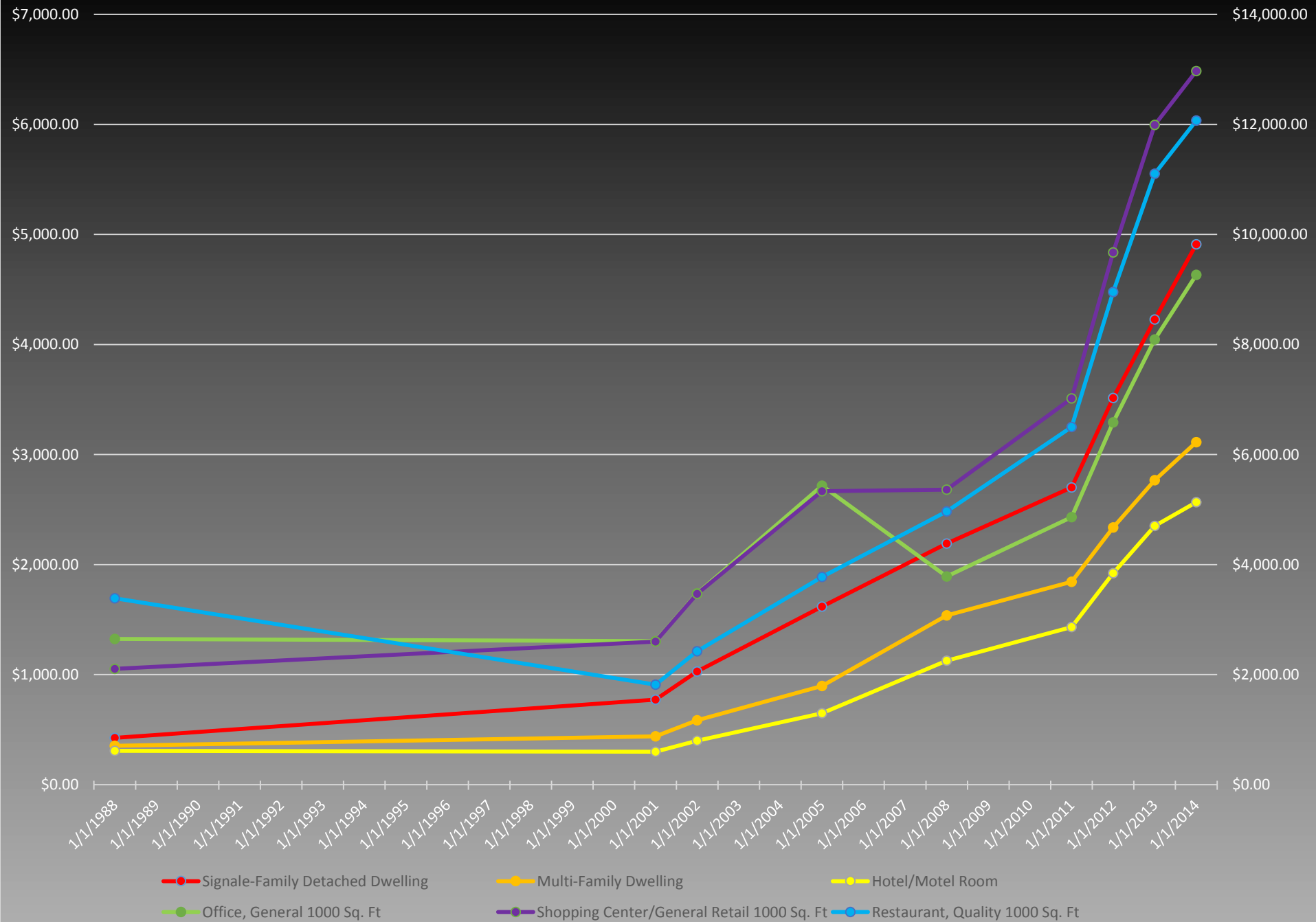
Ord 88-13	Ord 2000-24	Ord 2005-27	Ord 2007-104	Ord 2011-07	Ord 2014-09	Use of proceeds of Impact Fee Accounts
Yes	Yes	Yes	Yes	Yes	Yes	Professional services associated with updating road impact fee study
Yes	No	No	No	No	No	Construction and engineering cost associated with collector roadways
Yes	Yes	Yes	Yes	Yes	Yes	Construction and engineering cost associated with arterial roadways
Yes	No	No	No	Yes	Yes	Arterial right-of-way cost
Yes	No	No	No	No	No	Collector right-of-way cost
Yes	Yes	Yes	Yes	Yes	Yes	Principal sum and interest and other finance cost on bonds, notes or other obligations issued by or on behalf of the city to finance such road improvements
2	0	0	0	0	0	Benefit districts
No	No	No	No	No	No	Utility relocations cost

Road Impact Fee History



Effective Date		6/2/1988	1/1/2001	1/1/2002	5/10/2005	1/1/2008	2/1/2011	2/1/2012	2/1/2013	9/1/2014
Single-Family Detached	Dwelling	\$425.00	\$771.60	\$1,028.80	\$1,617.00	\$2,191.00	\$2,700.00	\$3,514.00	\$4,227.00	\$4,911.00
Multi-Family	Dwelling	\$352.00	\$438.00	\$584.00	\$896.00	\$1,537.00	\$1,844.00	\$2,336.00	\$2,766.00	\$3,112.00
Hotel/Motel	Room	\$306.00	\$298.80	\$398.40	\$649.00	\$1,126.00	\$1,432.00	\$1,922.00	\$2,350.00	\$2,567.00
Office, General	1000 Sq. Ft	\$1,323.00	\$1,303.80	\$1,738.40	\$2,716.00	\$1,891.00	\$2,430.00	\$3,291.00	\$4,045.00	\$4,632.00
Restaurant, Quality	1000 Sq. Ft	\$3,386.00	\$1,816.80	\$2,422.40	\$3,773.00	\$4,964.00	\$6,499.00	\$8,955.00	\$11,104.00	\$12,069.00
Shopping Center/General Retail	1000 Sq. Ft	\$1,052.00	\$1,299.60	\$1,732.80	\$2,666.00	\$2,681.00	\$3,510.00	\$4,836.00	\$5,996.00	\$6,484.00

Impact Fee History



Road Impact Fee Update



			Study Updated January 23, 2014				Study Update August 2016
			Arterials and Collectors NOTE 1				Arterials and Major Collectors
Land Use Type	Unit	Current Fee	100% Arterial Fee 100% Collector Fee	100% Arterial Fee 75% Collector Fee	100% Arterial Fee 50% Collector Fee	100% Arterial Fee 25% Collector Fee	100% Arterial Fee 100% Major Collector Fee
Single-Family Detached	Dwelling	\$4,911.00	\$8,251.00	\$7,416.00	\$6,581.00	\$5,746.00	\$6,327.00
Multi-Family	Dwelling	\$3,112.00	\$5,233.00	\$4,702.75	\$4,172.50	\$3,642.25	\$4,011.00
Mobile Home Park	Site	\$2,338.00	\$3,930.00	\$3,532.00	\$3,134.00	\$2,736.00	\$3,010.00
Congregate Care Facility	Dwelling	\$1,093.00	\$1,836.00	\$1,650.25	\$1,464.50	\$1,278.75	\$1,408.00
Hotel/Motel	Room	\$2,567.00	\$4,317.00	\$3,879.50	\$3,442.00	\$3,004.50	\$3,313.00
Retail/Commercial							
Shopping Center / Gen. Retail	1,000 SQ. FT.	\$6,484.00	\$10,878.00	\$14,173.50	\$8,681.00	\$7,582.50	\$8,366.00
Restaurant, Quality	1,000 SQ. FT.	\$12,069.00	\$20,255.00	\$26,394.50	\$16,162.00	\$14,115.50	\$15,578.00
Restaurant, Fast Food	1,000 SQ. FT.	\$17,442.00	\$29,304.00	\$38,200.50	\$23,373.00	\$20,407.50	\$22,523.00
Office/Institutional							
Office, General	1,000 SQ. FT.	\$4,632.00	\$7,802.00	\$7,009.50	\$6,217.00	\$5,424.50	\$5,978.00
Hospital	1,000 SQ. FT.	\$5,359.00	\$9,012.00	\$11,751.75	\$7,185.50	\$6,272.25	\$6,916.00
Nursing Home	1,000 SQ. FT.	\$3,082.00	\$5,181.00	\$6,755.25	\$4,131.50	\$3,606.75	\$3,974.00
Church	1,000 SQ. FT.	\$3,258.00	\$5,476.00	\$7,139.50	\$4,367.00	\$3,812.50	\$4,208.00
Elementary / Sec. School	1,000 SQ. FT.	\$1,606.00	\$2,697.00	\$3,515.25	\$2,151.50	\$1,878.75	\$2,073.00
Industrial							
Manufacturing	1,000 SQ. FT.	\$2,030.00	\$3,419.00	\$3,071.75	\$2,724.50	\$2,377.25	\$2,622.00
Industrial Park	1,000 SQ. FT.	\$3,636.00	\$6,120.00	\$5,499.00	\$4,878.00	\$4,257.00	\$4,692.00
Business Park	1,000 SQ. FT.	\$6,613.00	\$11,132.00	\$10,002.25	\$8,872.50	\$7,742.75	\$8,534.00
Warehouse	1,000 SQ. FT.	\$1,893.00	\$3,187.00	\$2,863.50	\$2,540.00	\$2,216.50	\$2,441.00
Mini-Warehouse	1,000 SQ. FT.	\$885.00	\$1,487.00	\$1,336.50	\$1,186.00	\$1,035.50	\$1,142.00

NOTE 1 - Collector Impact fees shall be spent in the same benefit district in which it was paid.

NOTE 2 - Revision to the Cities MTP resulted in a negligible decrease in Arterial Road Impact Fees.

Collector Impact Fee Summary



- Collector impact fees should be established based on the approved Major Thoroughfare Plan.
- Collector impact fees can pay for the engineering, right-of-way and construction cost associated with collector roadways. Collector roadways would need to be designed to meet City of Franklin Street Standards. (Ex: right-of-way width, access management, width, design speed, etc.)
- Collector impact fees can provide compensation for right-of-way dedications associated with development.
- Benefit districts would be recommended if impact fees include both Major and Minor Collectors. Benefit districts would not be recommended for impact fees that include Major Collectors only.
- Impact fees would not pay for utility relocations.
- In no event may the city apply an offset which is greater than the applicable impact fees due from the development project.

Collector Roads



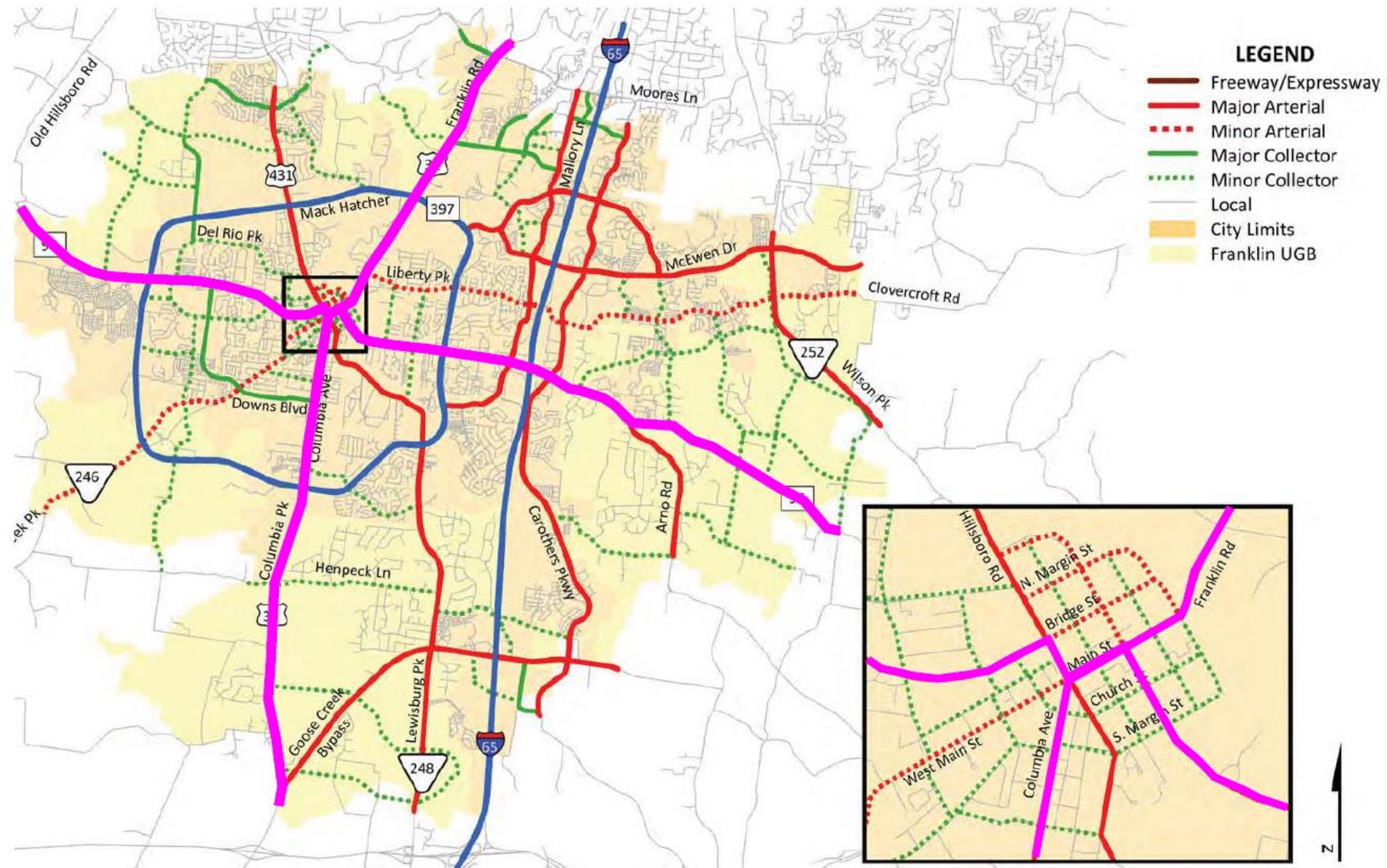
Major Collector

- 4 -5 Lane Roadway.
- No on street parking allowed.
- Limited Driveway & Street Access.
- Design Speed = 40MPH
- Posted Speed = 30-35 MPH
- Design Vehicle = WB-50 must be able to physically travers the street and remain in the correct lane for each street.

Minor Collector

- 2-3 lane Roadway.
- on street parking allowed.
- Frequent Driveway & Street Access.
- Design Speed = 35 MPH
- Posted Speed = 25-30 MPH
- Design Vehicle = WB-50 must be able to physically travers the street by using the full width of the traveled way if necessary.

Collector Benefit Districts







RESOLUTION NO. 2016-77

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO CONTRIBUTE \$400,000 TO THE GOOSE CREEK SANITARY SEWER EXTENSION PROJECT AS PART OF THE LAMPO GROUP CORPORATE HEADQUARTERS PROJECT.

WHEREAS, the City approved the Berry Farms PUD Subdivision (Reams-Fleming Tract), Development Plan, revision 1 in June of 2015 (Lampo Group Future Corporate Headquarters); and

WHEREAS, Smith Seckman Reid, Inc. completed a sanitary sewer study for the Goose Creek Drainage Basin in May of 2005; and

WHEREAS, Goose Creek Drainage Basin Study recommended the extension of a 12" Sanitary Sewer Main from the east side of I-65 to the west side of I-65 as shown in Exhibit A and Exhibit B to account for existing topography and broader service area; and

WHEREAS, the extension of a 12" sanitary sewer main will allow the City to one day provide gravity sanitary sewer to an additional 441 AC of land currently located in the City of Franklin and Williamson County as shown in Exhibit A; and

WHEREAS, the development of the Lampo Group Future Corporate Headquarters is expected to generate an estimate \$270,000 in Sanitary Sewer Access Fees for their development; and

WHEREAS, the City has agreed to make a contribution in an amount not to exceed \$400,000 to this sanitary sewer extension project as conceptually shown in Exhibit B with the funding source being the Water and Wastewater Fund; and

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

Authority is granted to the City Administrator to reimburse the Lampo Group, based on actual cost, in an amount not to exceed Four Hundred Thousand and no/100 Dollars (\$400,000.00) following the installation, testing, and acceptance of the sanitary sewer main as shown in Exhibit B. Payment to be made within sixty (60) days.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2016

ATTEST:

By: _____

ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE:

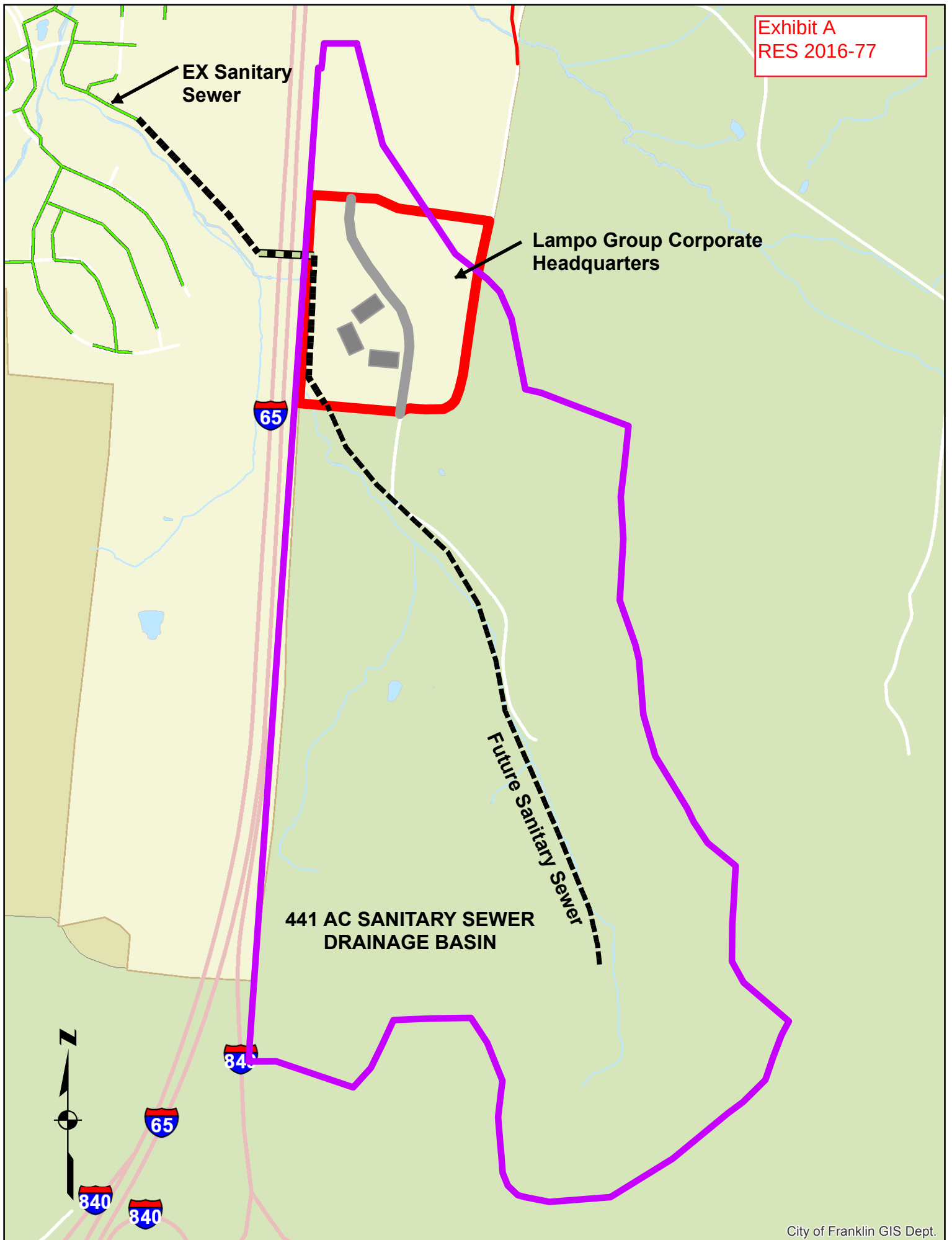
By: _____

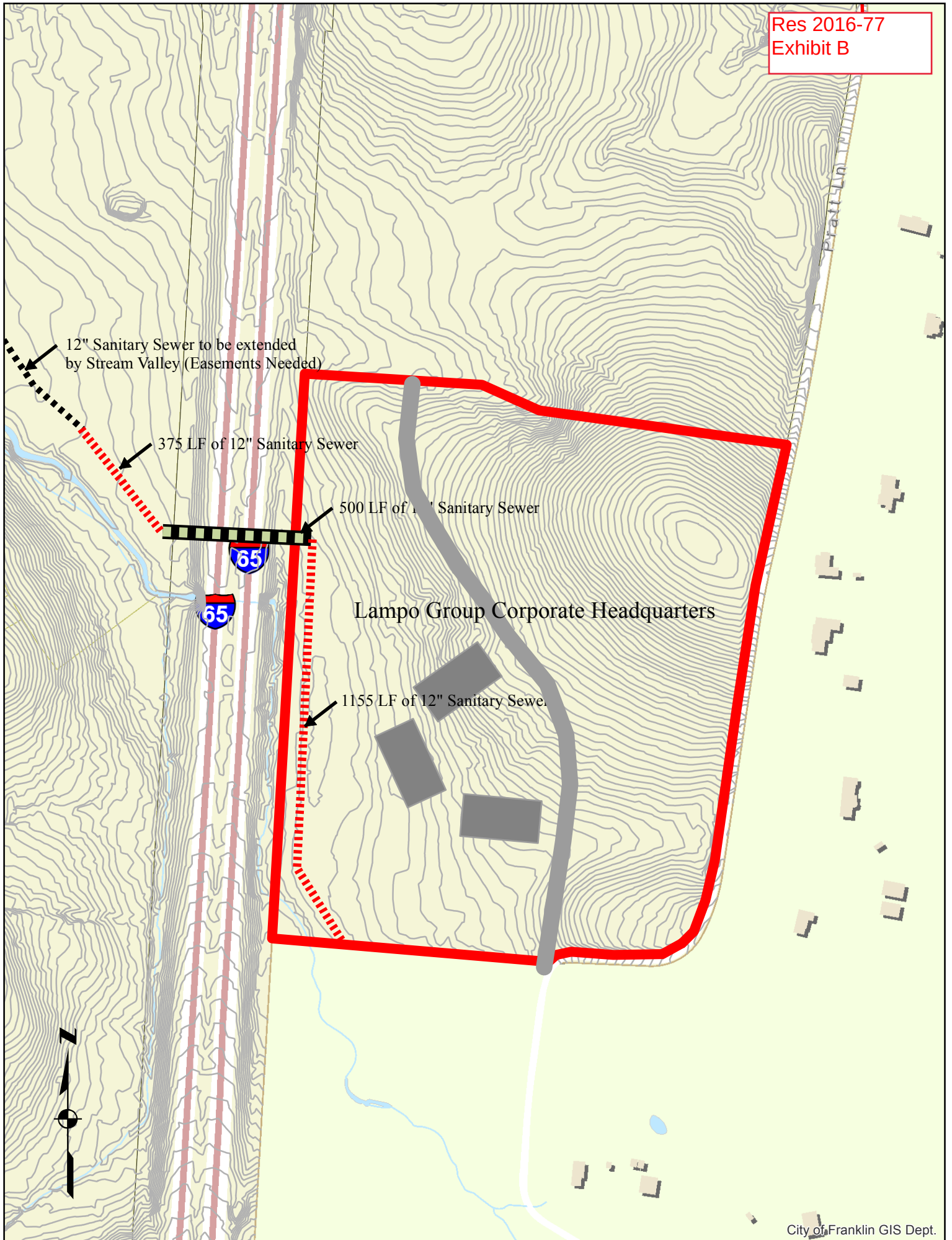
DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley, City Attorney







STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Office of General Counsel
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor,
Nashville, Tennessee 37243
Telephone: (615) 532-0131

September 26, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
RECEIPT NO. 7008 1830 0004 8096 4022

Mr. Robert N. Moore Jr.
Respondent
2406 Goose Creek Bypass
Franklin, TN, 37064

Re: Commissioner's Order, Case No. WPC16-0053
In the Matter of: Goose Creek Inn

Dear Mr. Moore

Enclosed please find an Order issued by Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation in the above referenced matter. Please read it carefully and pay special attention to the NOTICE OF RIGHTS section.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie A. Durman".

Stephanie A. Durman
Assistant General Counsel

Enclosure

REC'D SEP 28 2016

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

IN THE MATTER OF:

)
) DIVISION OF WATER RESOURCES
)
)

ROBERT N. MOORE, Jr. d/b/a
THE ROBERT N. MOORE
COMPANY,

)
) CASE NO. WPC16-0053
)
)

RESPONDENT.

COMMISSIONER'S ORDER AND ASSESSMENT

NOW COMES Robert J. Martineau, Jr., Commissioner of the Tennessee Department of Environment and Conservation (the "Department"), and states:

PARTIES

I.

Robert J. Martineau, Jr., is the duly appointed Commissioner of the Department. The Commissioner is responsible for administering the *Water Quality Control Act* (the "Act"), Tenn. Code Ann. § 69-3-101 *et seq.*

II.

Robert N. Moore, Jr. (hereinafter "Respondent"), doing business as the Robert N. Moore Company,¹ owns and operates a domestic wastewater treatment system associated with the Goose Creek Inn in Franklin, Tennessee. Service of process may be made on the Respondent at 2406 Goose Creek Bypass, Franklin, Tennessee 37064.

¹ The Permit was issued to the Respondent as the owner of The Robert N. Moore Company. No such company is registered with the Tennessee Secretary of State. The January 31, 2011 renewal application was submitted by Mr. Moore as the owner/operator, and was signed by him, and the deed to the property is in Mr. Moore's name individually.

REC'D SEP 28 2016

JURISDICTION

III.

Whenever the Commissioner has reason to believe that a violation of the Act has occurred, or is about to occur, the Commissioner may issue a complaint to the violator and may order corrective action be taken pursuant to Tenn. Code Ann. § 69-3-109(a). Further, the Commissioner has authority to assess civil penalties against any violator of the Act pursuant to Tenn. Code Ann. § 69-3-115, and has authority to assess damages incurred by the state resulting from the violation pursuant to Tenn. Code Ann. § 69-3-116.

IV.

The Respondent is a "person" as defined by Tenn. Code Ann. § 69-3-103(26) and, as herein described, has violated the Act.

V.

Fivemile Creek is a "water of the state" as defined by Tenn. Code Ann. § 69-3-103(44). Pursuant to Tenn. Code Ann. § 69-3-105(a)(1), all waters of the state have been classified by the Tennessee Board of Water Quality, Oil and Gas for suitable uses. Tenn. Comp. R. & Regs. Chapter 0400-40-04. Accordingly, all waters of the state have been classified for the following uses: fish and aquatic life, recreation, irrigation, and livestock watering and wildlife, and may additionally be classified for use as industrial water supply, domestic water supply, and navigation.

VI.

Tennessee Code Annotated § 69-3-108 requires that a person obtain a permit from the Department prior to discharging pollutants into waters of the state. Rules governing the issuance of water quality permits have been promulgated as Tenn. Comp. R. & Regs. Chapter 0400-40-

REC'D SEP 28 2016

05. Tenn. Comp. R. & Regs. 0400-40-05-.08 requires that discharge permits issued by the Department impose effluent limitations that are sufficiently stringent to ensure adequate operation and performance of treatment units based on applicable technology-based requirements. In addition, Tenn. Code Ann. § 69-3-108(g)(1) requires all such permits to include the most stringent effluent limitations required to implement applicable water quality standards and to impose monitoring and reporting requirements. Furthermore, it is unlawful for any person to violate the conditions of a discharge permit issued by the Department. Tenn. Code Ann. § 69-3-108(b)(6) & Tenn. Comp. R. & Regs. 0400-40-05-.07(2)(a) & -.08(2).

FACTS

VII.

On May 31, 2011, the Department issued National Pollutant Discharge Elimination System (“NPDES”) Permit TN0060216 (the “Permit”) to the Respondent. The Permit became effective on July 1, 2011, and expires on June 30, 2016.² The Permit authorizes the Respondent to discharge treated domestic wastewater from the Goose Creek Inn wastewater treatment plant (“Goose Creek Inn WWTP”) to mile 2.2 of Fivemile Creek in accordance with effluent limitations, monitoring and reporting requirements, and other conditions set forth therein, including a requirement that monitoring and treatment equipment be properly operated and maintained. The receiving waters are in the Harpeth River Watershed and are designated by the Department’s Division of Water Resources (“Division”) as having unavailable parameters for *E. coli* and sedimentation/siltation. The receiving waters have a 7-day, 10-year interval (“7Q10”) low flow of zero. The design average daily flow from the Goose Creek Inn WWTP is 30,000 gallons per day. The Permit requires monitoring of certain effluent parameters and reporting the

² The Respondent reapplied in a timely manner for reissuance of his NPDES permit via application received January 12, 2016. This permit is administratively extended.

results to the Department on Monthly Operation Reports (“MORs”) signed and certified by the Respondent.

VIII.

The Goose Creek Inn WWTP is a package plant installed in the 1960s. The plant includes a contact stabilization system that consists of three barscreens at the influent structure, an aeration basin, a clarifier and tertiary filter. Liquid chlorine bleach is used for disinfection, and calcium thiosulfate is used for de-chlorination. The Goose Creek Inn WWTP receives wastewater flow from the Goose Creek Inn and two other businesses near the intersection of I-65 and Goose Creek Bypass (Highway 248): Mapco Service Station and K & T Associates.

IX.

On September 30, 2011, Division personnel conducted a Compliance Evaluation Inspection (“CEI”) of the Goose Creek Inn WWTP. The Division issued a notice of violation (“NOV”) to the Respondent on December 2, 2011, indicating the “wastewater treatment plant was found to be in very poor condition. Maintenance of the facility has been severely neglected and needs immediate attention.” The NOV also cited a number of effluent violations.

X.

On December 21, 2015, Division personnel conducted a CEI of the Goose Creek Inn WWTP. The purpose of the CEI was to verify compliance with the Permit’s self-monitoring requirements, effluent limitations, and other permit conditions. A review of monthly operation reports (“MORs”) submitted from January 2014 through December 2015 revealed that the Respondent reported numerous violations of the Permit’s effluent limitations, including:

- 7 daily maximum concentration violations for total residual chlorine (“TRC”);
- 1 daily maximum concentration violation for ammonia as nitrogen (“NH₃”);

REC'D SEP 28 2016

- 3 monthly average concentration violations for NH_3 ;
- 1 daily maximum concentration violations for *E. coli*;
- 1 daily maximum concentration violations for carbonaceous biochemical oxygen demand (“CBOD”);
- 1 monthly average concentration violation for CBOD; and
- 1 daily minimum concentration violation for dissolved oxygen (“DO”).

The CEI revealed systemic structural problems throughout the Goose Creek Inn WWTP that indicated a failure to properly operate and maintain all facilities and systems. During the CEI inspection, Department personnel observed:

- Severe deterioration and corrosion of the plant’s influent structure, treatment unit walls and structures above the water level, clarifier, emergency overflow weir, other weirs, grill walkway, metal supports throughout the plant, metal air lines leading to the aeration basin, piping and structures in the effluent chamber and effluent weir box, and electrical wiring, as a result of inadequate maintenance and age;
- Only one blower motor to supply aeration, which does not meet the minimum aeration capability required by the Division’s Engineering Design Criteria (Chapter 7, Activated Sludge, 7.4 Aeration Equipment, 7.4.2.2 Special Details) or the Goose Creek Inn permit (Part II, General Provisions, 4. Proper Operation and Maintenance, a.);
- No electrical timer for the blower motor to cycle the air on and off which is needed to prevent overheating and excess wear;
- Uncontrolled air flow (due, in part, to the absence of an electrical timer), resulting in aeration basin DO levels ranging from 6.0 to 12.0 mg/L, most frequently 7.0 to 9.0

mg/L, which far exceeds 2.0 mg/L—the range that supports appropriate micro-organisms required for activated sludge plants to provide efficient and effective biological treatment;

- Inadequate equipment to properly control the chlorine and de-chlorination solution feed rates, causing excess amounts of chemicals to be discharged, leading to white, gray, and black precipitate discharges resulting in adverse impacts to the receiving stream including objectionable color contrast;
- Electrical wiring and control mechanisms that have failed or are inadequate; and
- The inside of the weir box was coated with a white precipitate, and the effluent discharge was discolored white and was opaque. There were deposits of white material, then progressing to gray and blackish deposits in the bottom of the wet weather conveyance leading to the receiving stream. The discolored flow and deposits continued into the receiving stream, and there was discoloration of the receiving stream at and downstream of the discharge. The stream was clear upstream of the discharge point. In the upstream area, there were no deposits or discoloration of the type observed downstream of the plant discharge. It was later determined the discoloration was caused by the chlorination/de-chlorination chemicals, which were adjusted lower by the plant operator.

The CEI concluded that these violations render the plant structurally unsound and incompatible with the Division's engineering design criteria. As a result, the Goose Creek Inn WWTP cannot be operated according to normal treatment practices, and can no longer provide consistent wastewater treatment to meet permit conditions and protect water quality.

REC'D SEP 28 2016

XI.

On April 8, 2016, the Department issued a NOV to the Respondent, detailing the above-referenced violations. The NOV required a response detailing corrective actions within 30 days of receipt and submission of an updated engineering alternatives analysis to evaluate future sewerage needs and options within 60 days of receipt. The Respondent's green card for the certified mailing shows receipt on April 18, 2016, so his response was due on May 18, 2016 and his engineering alternatives analysis was due on June 17, 2016. The NOV also identified the ongoing provision of sewer services to two other businesses.

XII.

The Tennessee Regulatory Authority ("TRA") sent an undated letter (a copy of which was received by the Division on April 18, 2016) notifying the Respondent he was required to apply for a certificate of convenience and public necessity ("CCN") from the TRA, or explain why he believes he is not a public utility pursuant to Tenn. Code Ann. § 65-4-101(6) no later than April 28, 2016. On April 26, 2016, a letter was sent by Kim Craddock on letterhead of the Robert N. Moore Company to TRA indicating Mr. Moore was, and had been, out on medical leave. To date, the Respondent has failed to satisfy the TRA's request.

XIII.

On June 24, 2016, Linda Sullivan, P.E., of Civil Infrastructure Associates ("CIA") contacted Division personnel to discuss potential corrective action, focusing on how to abandon the existing package plant and connect to the City of Franklin's municipal sewer system.

REC'D SEP 28 2016

XIV.

On June 28, 2016, Ms. Sullivan sent a response to the NOV on behalf of the Respondent. The response indicated that the Respondent submitted a “request for sewer availability and associated costs” to the City of Franklin on May 27, 2016, and met with city officials on June 24, 2016 to discuss abandoning the existing package plant and connecting to the municipal sewer system. The Respondent has engaged CIA to develop a schedule, plans, and budget to connect to the sewer. The letter indicated that CIA would “need time for meetings and approvals from the City to clearly define the scope of the necessary work.” Since that time, Ms. Sullivan has continued to update Division staff.

VIOLATIONS

XV.

By failing to comply with the terms and conditions of his NPDES permit, the Respondent has violated Tenn. Code Ann. §§ 69-3-108(b)(1), (3) & (6), and -114(b), which state, in relevant part:

Tenn. Code Ann. § 69-3-108(b):

It is unlawful for any person, other than a person who discharges into a publicly owned treatment works or a person who is a domestic discharger into a privately owned treatment works, to carry out any of the following activities, except in accordance with the conditions of a valid permit:

- (1) The alteration of the physical, chemical, radiological, biological, or bacteriological properties of any waters of the state;
- (3) The increase in volume or strength of any wastes in excess of the permissive discharges specified under any existing permit;
- (6) The discharge of sewage, industrial wastes, or other wastes into water, or a location from which it is likely that the discharged substances will move into waters;

Tenn. Code Ann. § 69-3-114(b):

REC'D SEP 28 2016

In addition, it is unlawful for any person to act in a manner or degree which is violative of any provision of this part or of any rule, regulation, or standard of water quality promulgated by the board or of any permits or orders issued pursuant to the provisions of this part; or fail or refuse to file an application for a permit as required in § 69-3-108; or to refuse to furnish, or to falsify any records, information, plans, specifications, or other data required by the board or the commissioner under this part.

XVI.

By causing a condition of pollution in Fivemile Creek, the Respondent has violated Tenn.

Code Ann. § 69-3-114(a) which states:

It is unlawful for any person to discharge any substance into the waters of the state or to place or cause any substance to be placed in any location where such substances, either by themselves or in combination with others, cause any of the damages as defined in § 69-3-103, unless such discharge shall be due to an unavoidable accident or unless such action has been properly authorized. Any such action is declared to be a public nuisance.

XVII.

During the course of the investigation the Division incurred DAMAGES in the amount of FOUR HUNDRED EIGHTEEN DOLLARS AND 27 CENTS (\$418.27).

ORDER AND ASSESSMENT

XVIII.

WHEREFORE, pursuant to the authority vested by Tenn. Code Ann. §§ 69-3-109, 69-3-115 and 69-3-116, I, Robert J. Martineau, Jr., hereby issue the following ORDER and ASSESSMENT to the Respondent:

1. No later than forty-five (45) days after receipt of this Order and Assessment, the Respondent shall submit all required design and engineering plans and, if required, ARAP or SOP applications, necessary to connect the Goose Creek Inn to the City of Franklin's sewer system, abandon the existing package plant, and stop discharging from the Goose Creek Inn

REC'D SEP 28 2016

WWTP. These plans shall be submitted to the manager of the Division of Water Resources located at the Nashville Environmental Field Office (N-EFO) at 711 R.S. Gass Blvd, Nashville, TN 37216, with a copy to the Compliance and Enforcement Unit of the Division of Water Resources at the William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor, Nashville, TN 37243. All correspondence regarding this Order and Assessment should include the Respondent's name, this Order and Assessment number, and county name. The Respondent WILL NOT be required to submit the plans and permit applications outlined in Item 2 (with the exception of plans to abandon the existing package plant) if he enters into agreement with the City of Franklin for the latter to construct all sewer appurtenances necessary to connect to public sewer within 45 days after receipt of this Order and Assessment.

2. The Respondent shall notify any entities for which it is currently providing wastewater treatment of its plans to abandon the Goose Creek WWTP no later than sixty (60) days prior to ceasing service, and provide copies of the correspondence to the Division at the addresses listed in item 1.

3. No later than ninety (90) days after Division approval of all required plans and permits identified in Item 1, the Respondent shall connect the Goose Creek Inn to the City of Franklin's sewer system, abandon the existing Goose Creek Inn WWTP, stop discharging from the Goose Creek Inn WWTP, and provide written and photographic documentation in duplicate to the Division at the addresses listed in Item 1. If, at any point within 45 days after receipt of this Order and Assessment, the Respondent enters into agreement with the City of Franklin for the latter to construct all sewer appurtenances necessary to connect to public sewer, the Respondent will have 90 days from the date of agreement for all work to be completed. The Respondent shall provide evidence of completion to the Division at the addresses listed in item 1.

REC'D SEP 28 2016

4. The Respondent shall pay a CIVIL PENALTY of ONE HUNDRED TEN THOUSAND, THREE HUNDRED DOLLARS (\$110,300.00).

a. The Respondent shall pay an upfront civil penalty of TWENTY-TWO THOUSAND SIXTY DOLLARS (\$22,060.00) in four equal payments of FIVE THOUSAND, FIVE HUNDRED FIFTEEN DOLLARS (\$5,515.00) each. The first payment is due on or before the 31st day after receipt of this Order and Assessment. The second payment is due 180 days after receipt of this Order and Assessment.

b. If the Respondent fails to timely comply with Item 1, then the Respondent shall pay a CIVIL PENALTY in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00), within 30 days of default.

c. If the Respondent fails to timely comply with Item 2, then the Respondent shall pay a CIVIL PENALTY in the amount of THREE THOUSAND, TWO HUNDRED FORTY DOLLARS (\$3,240.00), within 30 days of default.

d. If the Respondent fails to timely comply with Item 3, then the Respondent shall pay a CIVIL PENALTY in the amount of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), within 30 days of default.

5. The Respondent shall, on or before the 31st day after receipt of this Order and Assessment, pay DAMAGES to the Division in the amount of FOUR HUNDRED EIGHTEEN DOLLARS AND 27 CENTS (\$418.27).

The Director of the Division may, for good cause shown, extend the compliance dates contained within this Order and Assessment. In order to be eligible for this time extension, the Respondent shall submit a written request to be received in advance of the compliance date. The

written request must include sufficient detail to justify such an extension and include at a minimum the anticipated length of the delay, the precise cause or causes of the delay, and all preventive measures taken to minimize the delay. Any such extension by the Department will be in writing. Should the Respondent fail to meet the requirement by the extended date, any associated Civil Penalty shall become due 30 days thereafter.

Further, the Respondent is advised that the foregoing Order and Assessment is in no way to be construed as a waiver, expressed or implied, of any provision of the law or regulations. However, compliance with the Order and Assessment will be one factor considered in any decision whether to take enforcement action against the Respondent in the future. Failure to comply with any of the requirements of this Order and Assessment could lead to further enforcement actions which may include additional civil penalties, assessment of damages and/or recovery of costs.

NOTICE OF RIGHTS

Tenn. Code Ann. §§ 69-3-109, 69-3-115, and 69-3-116 allows the Respondent to appeal this Order and Assessment. To do so, a written petition setting forth the grounds (reasons) for requesting a hearing must be RECEIVED by the Commissioner within THIRTY (30) DAYS of the date the Respondent received this Order and Assessment or this Order and Assessment become final (not subject to review).

If an appeal is filed, an initial hearing of this will be conducted by an Administrative Law Judge ("ALJ") as a contested case hearing pursuant to the provisions of Tenn. Code Ann. § 69-3-110 and §§ 4-5-301 *et seq.* (the Uniform Administrative Procedures Act), and Tenn. Comp. R. & Regs. 1360-04-01 *et seq.* (the Department of State's Uniform Rules of Procedure for Hearing Contested Cases Before State Administrative Agencies). Such hearings are legal proceedings in the nature of a trial. Individual Respondents may represent themselves or be represented by an

REC'D SEP 28 2016

attorney licensed to practice law in Tennessee. **Artificial Respondents (corporations, limited partnerships, limited liability companies, etc.) cannot engage in the practice of law and therefore may only pursue an appeal through an attorney licensed to practice law in Tennessee.** Low income individuals may be eligible for representation at reduced or no cost through a local bar association or legal aid organization.

At the conclusion of any initial hearing the ALJ has the authority to affirm, modify, or deny the Order and Assessment. This includes the authority to modify (decrease or increase) the penalty within the statutory limits of Tenn. Code Ann. § 69-3-115 (up to \$10,000 per day per violation). Furthermore, the ALJ on behalf of the Board has the authority to assess additional damages incurred by the Department including, but not limited to, all docketing expenses associated with the setting of the matter for a hearing and the hourly fees incurred due to the presence of the ALJ and a court reporter.

Any petition for review (appeal) must be directed to the Commissioner of the Department of Environment and Conservation, c/o Jenny L. Howard, General Counsel, Department of Environment and Conservation, 2nd Floor, William R. Snodgrass Bldg., 312 Rosa Parks Avenue, Nashville, TN 37243. Payments of the civil penalty and/or damages shall be made payable to the "Treasurer, State of Tennessee" and sent to the Division of Fiscal Services - Consolidated Fees Section, Tennessee Department of Environment and Conservation, 10th Floor, William R. Snodgrass Bldg., 312 Rosa Parks Avenue, Nashville, TN 37243. Technical questions and other correspondence involving compliance issues should be sent to Jessica Murphy, State of Tennessee, Division of Water Resources, 11th Floor, William R. Snodgrass Bldg., 312 Rosa Parks Avenue, Nashville, TN 37243. Attorneys should contact the undersigned counsel of

REC'D SEP 28 2016

record. The case number, **WPC16-0053**, should be written on all correspondence regarding this matter.

Issued by the Commissioner of the Tennessee Department of Environment and Conservation on this 23rd day of September 2016.

Robert J. Martineau Jr. w/perm. gzh
Robert J. Martineau, Jr., Commissioner,
Tennessee Department of Environment and Conservation

Reviewed by:

Stephanie A. Durman
Stephanie A. Durman (BPR No. 027783)
Assistant General Counsel
Department of Environment & Conservation
312 Rosa L. Parks Avenue, 2nd Floor
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**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
NASHVILLE ENVIRONMENTAL FIELD OFFICE
711 R. S. GASS BOULEVARD
NASHVILLE, TENNESSEE 37243
PHONE (615) 687-7000 STATEWIDE 1-888-891-8332 FAX (615) 687-7078**

April 8, 2016

**Certified Mail: 7014 2870 0001 3597 0404
Return Receipt Requested**

Mr. Robert N. Moore, Jr.
2406 Goose Creek Bypass
Franklin, TN 37064

Re: **Notice of Violation**
Compliance Evaluation Inspection
Goose Creek Inn Wastewater Treatment System
NPDES # TN0060216, Williamson County

On December 21, 2015, I conducted a Compliance Evaluation Inspection (CEI) of the Goose Creek Inn Wastewater Treatment Plant. I would like to thank Certified Operator Jim Johnson and your Assistant, Kim Craddock, for their assistance during the inspection. The following items are the more significant findings from that inspection. An inspection report is attached which provides details of these and other items noted during the inspection.

Permit

- The NPDES Permit expires on June 30, 2016. The Division has received an application for permit renewal. Based on the condition of the treatment system, an engineering evaluation should be conducted to determine whether to seek other options for handling the wastewater generated by the Inn and the other sewer customers, rather than continuing this permit coverage and discharge.
- The City of Franklin extended their wastewater collection system in 2008, making connection to public sewer available for businesses at this location.

Records and Reports

- For the period from January 2013 through December 2015, there were violations of permit effluent concentration limits for total residual chlorine (TRC), ammonia as nitrogen, E. coli, carbonaceous biochemical oxygen demand (CBOD), and dissolved oxygen (DO).
- Daily analysis records were not labeled with the facility name, and sludge disposal records were not maintained as required in the permit.

Facility Site Review - Operation and Maintenance

- The metal package treatment plant is severely deteriorated and corroded due to inadequate maintenance and age. Piping, metal treatment basins and other structures have corroded, are breaking apart or have failed. It is no longer structurally sound.
- In its current condition, the plant does not meet the Division's engineering design criteria, and as a result it cannot be operated according to normal treatment practices. Processes cannot be properly controlled. The plant can no longer provide consistent wastewater treatment to meet permit conditions and protect water quality.

- There is inadequate equipment to properly control the chlorine and de-chlorination solution feed rates, causing excess amounts of chemicals to be discharged. This has resulted in adverse impact to the receiving stream.
- Electrical wiring and control mechanisms have failed or are inadequate, extension cords are used to provide power for some of the equipment.
- Deterioration of metal structures and walkways, lack of grill covers or safety rails for treatment units, and use of extension cords, pose a safety hazard to the operators when conducting necessary duties at the plant.
- The NPDES permit requires that the permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) used for collection and treatment to achieve compliance with the terms and conditions of the permit (Part II, A. General Provisions, 4. Operation and Maintenance, a.). The system does not meet these requirements of the permit.

Effluent and Receiving Stream

The effluent was discolored white at the point of discharge and contained a white precipitate. The channel leading to the stream was discolored progressively from white, to gray, to black with precipitate and solids. The discolored effluent was causing a contrasting plume of cloudy water, solids precipitate and deposits where it enters the receiving stream. These conditions do not meet the requirements of the NPDES Permit (Part I, A. Effluent Limitation and Monitoring Requirements) which prohibits any objectionable color contrast in the receiving stream or discharge of any other detrimental materials.

Self-Monitoring Program and Laboratory

The carbonaceous biochemical oxygen demand sampling point is not the correct location for the samples to be representative of the volume and the nature of the discharge. This does not meet the requirements of the NPDES permit (Part I, B. Monitoring Procedures, 1. Representative Sampling), which states that the samples must be representative of the volume and nature of the discharge.

Conclusions

The treatment plant is no longer structurally sound, and much of the treatment equipment has failed or is inadequate. The system cannot be properly operated, and cannot consistently meet permit effluent limits.

The treatment system is functioning as a public sewer provider for two other business properties, Mapco and K & T Associates. State law requires such systems to be registered as public utilities and regulated by the Tennessee Regulatory Authority (TRA). Goose Creek Inn is operating without being authorized as a public utility. Personnel at the TRA (1-888-276-0677) should be contacted to obtain information about the proper actions to comply with those regulations.

Discharges that do not meet permit effluent limits, not providing representative effluent sampling, failure to maintain required or adequate records, and not providing proper operation and maintenance of treatment facilities are violations of the NPDES permit. Violations of the Permit are also violations of the *Tennessee Water Quality Control Act* (the *Act*). Not meeting conditions of Division's Engineering Design Criteria are also violations of the rules promulgated under the *Act*.

Please provide a written response **within 30 days of receipt** of this letter stating what actions have been or will be taken to correct the violations listed and other items needing attention. The response should

Mr. Robert N. Moore, Jr.
April 8, 2016
Page 3

include specific corrective measures and date of completion, or a scheduled completion date for each item.

Please provide **within 60 days of receipt** of this letter an updated engineering alternatives analysis of your future sewerage service needs and an evaluation of the feasible and practical alternatives to deliver that sewer service in accordance with applicable laws and regulations. At a minimum, the alternatives need to include an engineering evaluation, prepared in accordance with good engineering practice by a registered professional engineer, licensed to practice engineering in Tennessee, and include the following scope at a minimum:

- Feasible alternatives and costs associated with replacing the existing treatment system;
- Feasible alternatives of connecting to the City of Franklin public sewer system; and
- Alternatives and costs associated with the following: (1) arranging for separate sewer service to the properties not owned by you, or (2) costs associated with becoming a privately-owned public utility regulated by the Tennessee Regulatory Authority.

Should you and your neighboring customers wish to discharge to the City of Franklin sewer, each property must connect to the public sewer directly with its own service line, or you will need to make arrangements with the city for public sewer with a public utility easement to which you may all connect.

Again, I would like to thank the facility personnel for their assistance and courtesy. If you have any questions or need additional information, please contact me at 615-687-7123, or e-mail at Ann.Rochelle@tn.gov.

Sincerely,



Ann E. Rochelle, Environmental Consultant
Division of Water Resources
Nashville Environmental Field Office

Enclosures

cc: Shiva Bozarth, Tennessee Regulatory Authority, Compliance Division, shiva.bozarth@tn.gov
Paul Holzen, Director of Engineering, City of Franklin, paul.holzen@franklintn.gov
Jim Johnson, Certified Operator, james-johnson@comcast.net
Mapco Family Centers, Inc, 1900 Dalrock Rd, Rowlett, TX 75088
K & T Associates, PO Box 477, Kingston Springs, TN 37082
Jessica Murphy, Manager, DWR, Compliance and Enforcement Section, jessica.murphy@tn.gov

**Compliance Evaluation Inspection Report
Goose Creek Inn Wastewater Treatment System
NPDES # TN0060216, Williamson County**

On December 21, 2015, I conducted a Compliance Evaluation Inspection (CEI) of the Goose Creek Inn Wastewater Treatment Plant. During the inspection I met with the wastewater treatment plant operator Jim Johnson and Kim Craddock, assistant to owner Robert N. Moore. Mr. Johnson assisted with the plant inspection and Ms. Craddock provided assistance with records review. Mr. Johnson was also contacted by telephone, most recently on March 4, 2016, for additional information about the system and the self-monitoring program. The following is a report of the findings of the inspection.

Mr. Johnson holds Grade 4 wastewater treatment plant certification and is the operator in direct responsible charge of the system. Under contract with the owner, he and Robert Schaaf provide day to day plant operations and conduct the sampling for the self-monitoring program.

Permit

The NPDES Permit expires on June 30, 2016. The Division has received an application for permit renewal. Discharge is to a wet weather conveyance which flows almost immediately in to Fivemile Creek.

Records and Reports

1. A review of monthly operation reports (MORs) submitted by the system for the period from January 2013 through December 2015 found the following violations of permit effluent limits.

Parameter	Daily Maximum or Minimum Concentration	Monthly Average Concentration
Total residual chlorine (TRC), mg/L	<i>16 maximum</i>	<i>N/A</i>
Ammonia as Nitrogen (NH ₃), mg/L	<i>1 maximum</i>	<i>6</i>
E. coli, cfu/100 ml	<i>2 maximum</i>	<i>2</i>
Carbonaceous Biochemical Oxygen Demand (CBOD), mg/L	<i>2 maximum</i>	<i>1</i>
Dissolved oxygen (DO), mg/L	<i>1 minimum</i>	<i>N/A</i>

2. Records for the facility are maintained on file at the business office of the owner, which is located at the Inn. A review of those records was conducted. A copy of the current permit was on hand and the self-monitoring records are kept on file for three years as required by the permit. Chain of custody forms and reports of results for private laboratory analysis were on file. The facility name was not recorded on the worksheets and raw analysis data conducted at the facility. The operator also runs analysis for and operates other systems and this could result in the records being confused. All the records and documents related to the system must be properly identified.
3. There were no records on hand to document what method of disposal was provided for sludge from the treatment plant. The permit (Part III, Other Requirements, D. Sludge Management Practices) requires that proper sludge disposal be provided in accordance with 40 CFR Part 503, and that documentation be provided on the MORs. The permit requires that if the sludge is transported to a publically owned treatment works (POTW) the permittee shall note on the MOR the amount of sludge wasted in gallons, the percent solids of the sludge that was wasted and the name of the facility where the sludge was taken for disposal. The sludge records must be maintained for a period of five years. Since the inspection the operator has reported that sludge removed recently from the facility was

taken to the Columbia Wastewater Treatment Plant for disposal and that the required records were obtained.

4. The volume of sludge wasted to the sludge holding tank and sludge hauled from the plant should be noted, along with any operational problems or compliance issues, on the MOR in the section labeled "Comments About Operation and Compliance".

Facility Site Review, Operation & Maintenance

1. The gravel access road to the plant is badly eroded and contains deep gullies that make it difficult to drive into the plant. An all-weather access road must be maintained to the treatment facility.
2. Fencing around the treatment plant has been improved and the gate is now kept locked to prevent unauthorized access. This has improved the safety and security of the plant.
3. The system is a metal package treatment plant that was constructed in the 1960's, with a 30,000 gallon per day design capacity. Treatment includes aeration basin, clarifier, filtration, and disinfection. It has continued to deteriorate due to poor maintenance and age. Much of the plant is no longer structurally sound. Treatment unit walls and structures that are above the usual water level have corroded and the metal is separating into layers and flaking off in sheets. Almost all of the metal piping within the plant that was visible was observed to be severely corroded.
4. The influent structure has corroded through in several places. The metal bars have crumbled apart and pieces have fallen off of the bar screens. From the accumulation of material observed, it seems that more frequent cleaning is needed. The screened material is stored in five gallon plastic buckets beside the intake structure. One of the buckets was full and mounded up, with no covering over the material. The solids and sewage debris should be stored in covered container to prevent it from attracting insects and rodents, and to prevent rainwater runoff from washing bacteria outside the plant grounds. The material can be placed in trash bags and sent for disposal at a permitted landfill.
5. There is only one blower motor to supply aeration. This does not meet the minimum aeration capability required by the Division's Engineering Design Criteria (Chapter 7, Activated Sludge, 7.4 Aeration Equipment, 7.4.2.2 Special Details) or the permit (Part II, General Provisions, 4. Proper Operation and Maintenance, a.). The single motor is located on the grass beside the plant and connected to the piping with rubber hose and metal band clamps. A small wood frame with sheet metal top and one side covered is used to house the motor.
6. The motor runs 24 hours a day, 7 days per week in order to provide aeration throughout the plant, and there is no means to control the volume of air distributed or a timing system. Normal operation of aerated systems should include electrical timers to cycle the air on and off and to alternate between at least two blower motors in order to obtain the most effective treatment. Having two motors, either one of which is adequate to provide aeration for the plant, is needed to allow alternation to prevent overheating and excess wear. If one motor fails, plant operation can continue normally using the other motor until the first is repaired or replaced. With no aeration the plant would go septic, the micro-organisms that provide the biological treatment would die off, and inadequately treated wastewater would be discharged.
7. The uncontrolled air flow results in aeration basin dissolved oxygen (DO) levels much in excess of the range which provides efficient and effective biological treatment, which is no more than 2.0 mg/L. The aeration basin DO levels at this plant are running from 6.0 to 12.0 mg/L, and most frequently 7.0 to 9.0 mg/L. These levels are too high to support the appropriate micro-organisms to provide efficient biological treatment. This also breaks up the biological floc, causing settling problems, which interferes with adequate solids removal. De-nitrification cannot be obtained at these higher DO levels. This excessive aeration can also add significantly to the cost of operation and wastes energy.
8. The decking of the clarifier has corroded through and there was a large open hole in the metal, and the rest of the structure was also corroded. The clarifier weirs did not appear to be uniformly level in all areas. This can affect the overflow rate and allow surface solids to exit the clarifier and pass through the plant. The surface skimmer was not working properly and did not capture all the surface

solids for return to the aeration basin. Clumps of solids were rising in the clarifier and had entered the clarifier weir trough, leaving deposits. The weir trough contained heavy masses of algae growth and some small rooted plants. Some of the weir notches were blocked by this material. More frequent cleaning is needed to prevent buildup of either solids or plant and algae growth.

9. The emergency overflow weir, located in the treatment unit between the clarifier and the filters, is severely corroded and the metal weir box is crumbling apart. It was leaking during the last site visit. Attempts may have been made to seal the remaining metal but the structure is unsound and must be replaced or the pipe sealed off to prevent discharge of wastewater before final treatment is complete. Discharges that occur from this point do not have adequate chlorine contact time, and filtration and de-chlorination is not provided. The operator does not know the discharge point for this emergency overflow line. Any discharges from this emergency overflow weir are not authorized by the permit and would be violations of the permit conditions. Any discharges from this weir must be reported as a bypass of treatment units as required by the permit (Part II, C. Noncompliance. 6. Bypass).
10. The grill walkway used for access over the aeration basin was severely corroded and had a large rusted out area surrounding the opening for the sludge return line.
11. The weirs leading into the filters and the filter plates are severely corroded. The weir trough contained solids, debris and leaves. The material was hanging in the weir notches and clogging the openings. The filters are backwashed every other day using the treated effluent which contains chlorine. The backwash is fed back into the aeration basin. This may lead to adverse impact to the micro-organisms necessary for the treatment process.
12. Many of the metal supports throughout the plant were corroded through and have broken off. Some pipes, connections and valves were supported with a broom handle, galvanized pipe, angle iron or PVC pipe wedged under them. The open top of the sludge return line in the aeration basin extends above the walkway and is covered with a five gallon plastic bucket. A rock is placed on top of the bucket and a 2"x4" board on top of that, with the 2"x4" board wedged under the bottom pipe of the safety rails to hold it down. The grilled access walkway in this area has rusted through and fallen apart leaving a large hole around the sludge return line. This makes it unsafe to access the area to work on this line.
13. The metal air lines to the aeration basin have corroded to the point of being un-useable. These lines have been out of service for many years and the operator has installed PVC piping and flexible hose above the basin in order to maintain necessary aeration for this treatment unit.
14. There are no grills to cover most of the open areas of treatment units, and no safety rails around the outside of the treatment units. The corroded walkways and decking, lack of grill covers or safety rails, and the use of electrical extension cords is unsafe and poses a safety hazard for the operators while conducting normal day to day activities to keep the plant functioning. The system does not meet the safety requirements in the Division's Engineering Design Criteria (Chapter 7, Activated Sludge, 7.5 Additional Details, 7.5.2. Noise and Safety).
15. The piping and structures in the effluent chamber and the effluent weir box are severely corroded and crumbling apart. The surface grillwork of the access platform in the chamber has corroded through and most of it is missing. The metal ladder was also severely corroded. Scrap wire and nylon string are used to hold some of the piping in place.
16. The wiring for the plant is no longer adequate. Much of the original electrical wiring system has failed, and the electrical control panels are in poor condition. Some of the original lines have shorted out and are not in use. There were many points where the outer covering was gone from the wiring. It could not be determined if this wiring was still serviceable or connected. Multiple extension cords run across the ground and over the treatment units to provide power to sump pumps, and the chlorine solution and Captor solution feed pumps. Electrical cord connections were in wet areas exposed to rain and wastewater splash over, with no covers for the connections. These circumstances do not meet the engineering design criteria rules for wastewater systems, and also pose a safety hazard to the operators.

17. The sludge return line in the aeration basin was clogged at the time of the inspection and the operator was attempting to get the line open. This is a recurrent problem. The operator reports that he was able to unclog the line later that day.
18. A 12.5 % solution of sodium hypochlorite solution is used for disinfection of the effluent. A 30% solution of calcium thiosulfate (Captor brand) is used for de-chlorination. There is no way to vary the chemical feed rates to match the flow rates through the plant. This can lead to excess use of either or both chemical solutions. The solution feed pumps are lying on the floor at the edge of an open sided structure and exposed to rain and other weather conditions. The feed lines are of excessive length and tangled. This can cause the lines to kink or clog which would interrupt the solution feed or cause uneven flow.
19. The NPDES permit requires that the permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) used for collection and treatment to achieve compliance with the terms and conditions of the permit (Part II, A. General Provisions, 4. Operation and Maintenance, a.).
20. Use of "Liquid Fire" drain cleaner to unclog the main line leading to the treatment plant from the Inn has in the past caused plant upsets and problems with pH levels. Such chemicals can also kill out the micro-organisms that provide biological treatment at the plant and can cause extended periods of inadequate treatment and effluent limit violations. In the future, only methods of unclogging the lines which will not adversely impact the treatment process should be used.
21. The operator mentioned that a methamphetamine lab had been operated in one of the rooms at the Inn and that chemicals had entered the wastewater system from the illegal lab. It was believed this caused treatment problems at the plant. The chemicals and waste materials related to methamphetamine production are very dangerous and hazardous, and require special handling and disposal as hazardous materials. Any suspected illegal activity of this type should be reported the proper law enforcement authorities. Law enforcement agencies will arrange proper clean-up and disposal of the hazardous chemicals and should be advised if these chemicals may have entered the plant. Chris Andel of the TDEC Division of Remediation can also be contacted at 865-594-5444 to discuss any additional measures that might be necessary to prevent a public health, safety, or water quality hazard due to chemicals and wastes.

Effluent and Receiving Stream

1. The effluent appeared clear at the point where it enters the effluent weir box. However, the inside of the weir box was coated with a white precipitate. The weir box is the location where Captor, a de-chlorinating chemical, is added to reduce the total residual chlorine in the effluent before it reaches the receiving stream.
2. The effluent outfall line discharges into a wet weather conveyance leading into Fivemile Creek. The inside and the opening of the discharge pipe were coated with a thick covering of a white precipitate. The effluent discharge was discolored white and was opaque. There were deposits of white material, then progressing to gray and blackish deposits on the bottom of the channel leading down to the receiving stream. The discolored flow and deposits continued into the receiving stream and there was discoloration of the receiving stream at and downstream of the discharge. Despite rain that day, the stream was clear upstream of the discharge point. In the upstream area, there were no deposits or discoloration of the type observed at and downstream of the plant discharge.
3. In addition to the discharge of the solids deposited in the channel and stream, the discoloration of the stream is a violation of the permit conditions which state: There shall be no distinctly visible floating scum, oil or other matter contained in the wastewater discharge. The wastewater discharge must not cause an objectionable color contrast in the receiving stream or discharge of any other detrimental materials (Permit: Part I, A. Effluent Limitation and Monitoring Requirements).
4. It appears that the deposits and discoloration of the effluent and receiving stream are related to the addition of Captor, and that excessive amounts of this de-chlorinating agent are being used. The chemical can cause calcium scale (white deposits) and sulfur precipitate (gray or black deposits)

when it comes in contact with iron and oxygen in the water. Acidic conditions in the effluent help to produce this reaction. Since the inspection the operator has advised the he has reduced both the chlorine and the Captor feed rates. He is also exploring use of a solid Captor tablet for de-chlorination which could reduce the probability of excess Captor reaction in the effluent. These efforts should continue in order to prevent the discoloration of the effluent and deposits being discharged into the stream. If the E. coli and TRC effluent limits cannot be met after making these changes to correct the problems caused by the Captor, then the de-chlorinating agent should be changed to make it possible to meet all permit conditions.

5. Most of the last section of the outfall pipe has over time been exposed due to erosion of the embankment of the wet weather conveyance channel. The pipe is suspended and unsupported, with no structure around it where it exits the embankment. The outfall line should be supported and the embankment should be stabilized to prevent further erosion of the soil. Continued erosion can result in the metal pipe breaking off at the section joint.
6. The discharge point was posted with an appropriate double faced sign that met the permit requirements. This is a wooded area, during the months when foliage is present, limbs and vegetation must be kept cleared to allow an unobstructed view of the signs from the stream and the land.

Flow Measurement

Effluent flow is measured using a stop watch and gallon jug to collect flow at the effluent weir. The flow measurement should be taken during peak flow periods of the day to meet the requirement of the permit which states that self-monitoring data must be representative of the volume and nature of the discharge.

Self-Monitoring Program and Laboratory

1. The operators carry the meters, analytical equipment, and reagents to the plant to conduct analysis for TRC, pH, DO and settleable solids (SS). Due to temperature extremes throughout the year, care should be taken to make sure the calibration standards and other reagents are kept within the proper temperature ranges to meet the requirements of the EPA approved analysis procedures. The Federal Method Update Rule (MUR) procedures are in place for the analysis conducted by the operators at the plant.
2. Microbac Labs conducts the laboratory analysis for the other parameters, CBOD, total suspended solids (TSS), and E. coli. The samples are placed in coolers on ice and transported directly to the private laboratory by the operators on the date of sample collection.
3. There were two separate incidents where samples were collected (NH₃ and TSS) and taken to the contract laboratory, but the laboratory did not conduct the analysis. The operator was not made aware of the failure to conduct the analysis until the next calendar month, and therefore sampling could not be repeated. Regardless of the cause, failure to meet the self-monitoring and reporting requirements is a violation of the permit conditions. Better communication should be worked out with the laboratory in order to allow for repeat sampling if necessary.
4. All the effluent samples were collected from the discharge pipe at the outfall point, except CBOD which was collected at the plant before the addition of Captor (calcium thiosulfate) the de-chlorinating agent used.
5. The CBOD sample location was moved to a point before Captor addition because the private laboratory running the analysis reported interference with the analysis caused by this chemical. In discussing this with the operator it was discovered that the samples had produced extremely high CBOD concentrations if collected at the effluent weir box where Captor is added. The high analysis results were attributed to chemical interference, not additional oxygen demand contributed by the chemical. The sampling point was moved to before Captor addition based on that assumption. Personnel at the MicroBac Labs were contacted to verify the information about the analysis results. Brian Richard at MicroBac Labs confirmed that all the samples are checked for TRC, de-chlorinated if needed, and seeded.

6. Based on information obtained about the chemical nature of the Captor, it appears to be contributing additional oxygen demand to the effluent. Oxygen demand from any source would have the same adverse impact on the receiving stream. The actual CBOD of the effluent discharge must be monitored. Following the inspection, the operator was advised to collect the CBOD samples after the Captor is added and mixing occurs, at the same point as all the other effluent samples. The permit requires that self-monitoring samples must be representative of the volume and nature of the discharge (Part I, B. Monitoring Procedures, 1. Representative Sampling). This situation was cited in a previous inspection report and Notice of Violation in 2011. Nitrification inhibitor must be added to CBOD samples and because of that all CBOD samples must be seeded, so this will not add any additional steps to the analysis procedure.

Sludge Handling and Disposal

Sludge is removed from the treatment plant at a rate of less than once per year. Williamson County Septic Service is the company that hauls the sludge. At the time of the inspection, the operator did not know where the sludge was taken or the means of disposal used by the hauling company (See Records and Reports, item #3 above).

Conclusion

Despite the inventive efforts of the operators to keep the system working, the treatment plant is in severely deteriorated condition and is no longer structurally sound due to age and poor maintenance. As a result the plant cannot provide reliable wastewater treatment in order to consistently meet permit effluent limits and protect water quality. There is adverse impact to the receiving stream. The system does not meet engineering design criteria for structures and equipment necessary for proper operation and maintenance. Severe corrosion, failure of system components, and lack of adequate control equipment, prevents normal operation of the treatment processes. Major rehabilitation and upgrades to the system would be costly and it would be difficult to make sufficient changes or replacement of components to bring the system into compliance. Due to the existing conditions, it appears that construction of a new treatment plant would be necessary if the discharge is to continue. The severely deteriorated condition of the plant and violations of permit effluent limits and conditions have been cited during previous inspections and in a Notice of Violation dated December 2, 2011.

The City of Franklin constructed a sewer main along the west bank of Fivemile Creek in 2008. The project included installation of a manhole directly across the stream from the Goose Creek Inn treatment plant in order to allow for connection of the Inn and other future customers in that vicinity. Considering the poor condition and compliance status of the treatment system, connection to the City of Franklin sewer collection system appears to be the most cost effective and reliable means of providing wastewater treatment for the Inn and its current sewer customers. Personnel in the Engineering Department with the City of Franklin should be contacted to determine what would be necessary to make the sewer service connection. Any plans for sewer connection should be coordinated with officials representing the two other business customers currently served by the treatment plant.

The Goose Creek Inn treatment system is functioning as a public sewer provider for two other business properties, Mapco (2408 Goose Creek Road) and K & T Associates (424 Old Peytonsville Road). State law requires such systems to be registered as public utilities and regulated by the Tennessee Regulatory Authority (TRA). Goose Creek Inn is operating without being authorized as a public utility. Personnel at the TRA (1-888-276-0677) should be contacted to obtain information about the proper actions to comply with those regulations.

Report by Ann Rochelle

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Influent bar screens showing severe corrosion, bar screens breaking apart & ineffective screening of raw wastewater



Severe corrosion of bar screen structure & metal walls breaking apart

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Deteriorated condition of structures, piping & wiring, makeshift repairs & replacement of metal piping with PVC and flexible hoses



Digester & aeration basin, deteriorated/corroded metal structures & makeshift repairs of piping

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Aeration basin, PVC pipe & flexible hose replacing corroded & un-useable aeration lines



Aeration basin walkway corroded through around return sludge line, return sludge line covered with plastic bucket, rock & 2 x 4 on bucket & wedged under hand rails is used to hold bucket in place

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Severely corroded clarifier structure with hole in decking & with metal flaking off of weir trough



Rising solids in clarifier due to clogged sludge return line & inadequate treatment,
surface skimmer broken & ineffective

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Clarifier with solids exiting weir trough



Corroded pipes broken off, emergency overflow weir box severely corroded, piping held up with broom handle & galvanized pipe, wiring deteriorated, extension cords run across basin

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Corroded, broken piping, broom handle support



Corroded filter structure & weir troughs, & chlorine feed lines

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Corroded second filter structure & weir trough

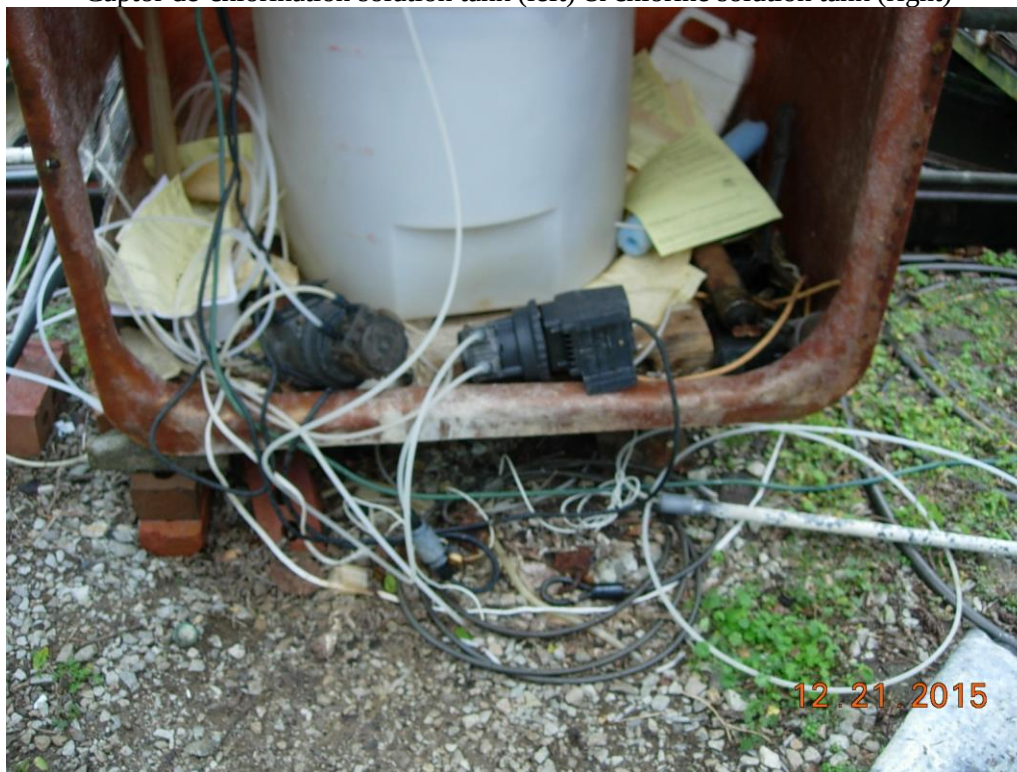


Single blower motor beside plant with flexible hose connection to air lines

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Captor de-chlorination solution tank (left) & chlorine solution tank (right)



Chlorination solution & de-chlorination solution feed pumps, wiring, & feed lines

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Deteriorated wiring conditions



Deteriorated electrical system conditions

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Example of extension cords used for wiring, exposed to wet weather & wastewater from treatment units



Corroded access platform & piping, makeshift piping for aeration in final effluent chamber

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Corroded effluent weir box, Captor de-chlorination feed point, effluent discoloration in weir box



Effluent outfall pipe & discharge, cloudy/opaque effluent discharge, white precipitate & gray deposits in channel leading to receiving stream Fivemile Creek

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Effluent discharge pipe, cloudy/opaque effluent discharge, white & gray precipitate & deposits in channel leading into Fivemile Creek, effluent & deposits change from white to gray then to blackish color as it flows toward the stream

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Gray precipitate & deposits in effluent flow



Gray & blackish precipitate & deposits in effluent flow

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Effluent flow entering from the right into Fivemile Creek, gray & blackish precipitate & deposits



Effluent flow entering Fivemile Creek, showing gray & blackish precipitate & deposits, & discoloration of the receiving stream

COF 2016-0307
Exhibit A
Goose Creek Inn Sewer Extension Project
Conceptual Sewer Design

Existing Goose
Creek Inn WWTP

Tract 1

Tract 2

Tract 3

Existing Interceptor

Tract 1
K&T Associates LLC
424 Old Peytonsville Rd
Map 106 Parcel 17501

Tract 2
Robert N Moore Jr.
2406 Goose Creek By-Pass
Map 117 Parcel 02200

Tract 3
Mapco Family Centers Inc
2408 Goose Creek By-Pass
Map 117 Parcel 02202

COF 2016-0307

Exhibit B

Goose Creek Inn Sewer Extension Project
Conceptual Sewer Design

Estimated Project Cost

\$ 40,000 - Engineering and Survey Cost

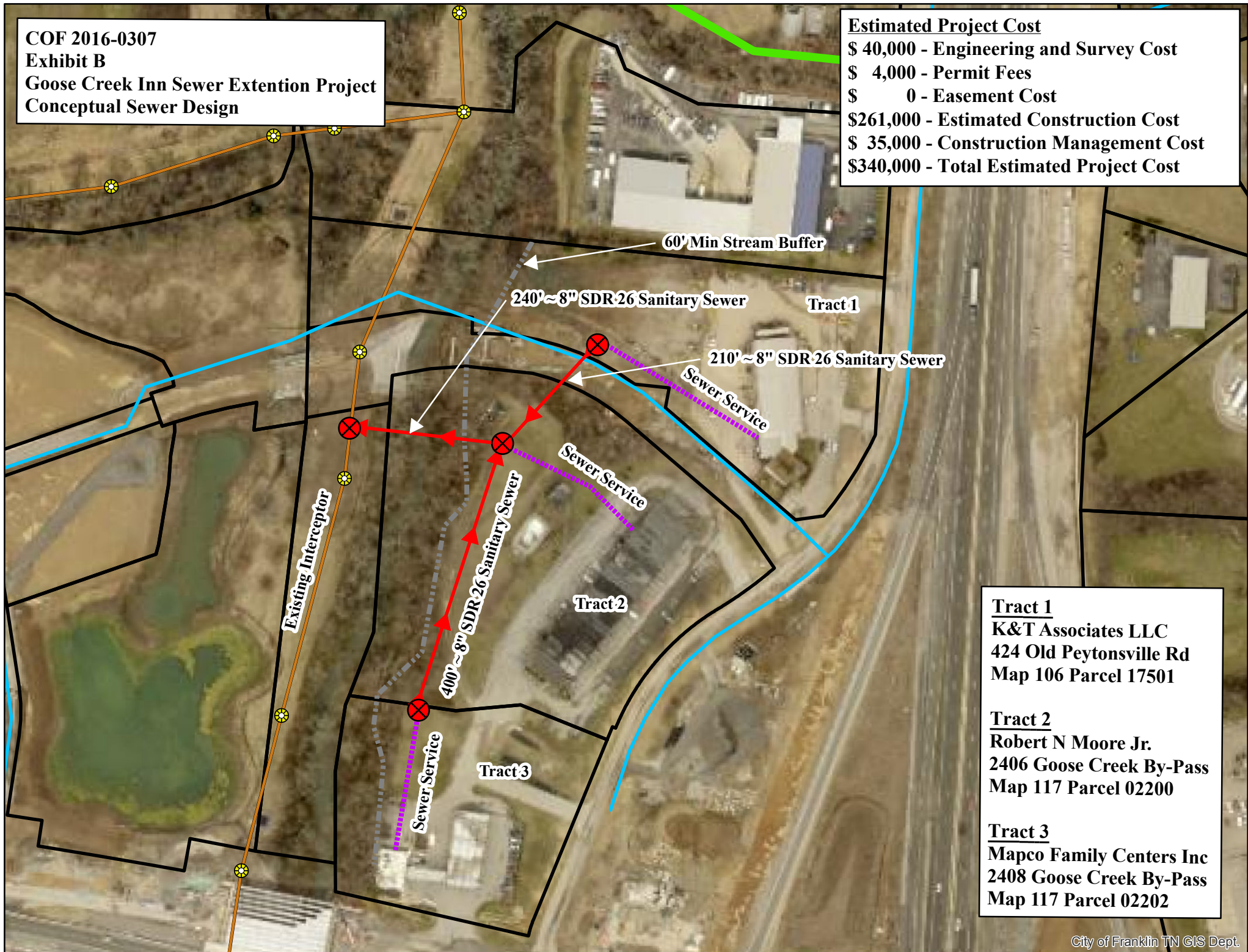
\$ 4,000 - Permit Fees

\$ 0 - Easement Cost

\$261,000 - Estimated Construction Cost

\$ 35,000 - Construction Management Cost

\$340,000 - Total Estimated Project Cost



Tract 1

K&T Associates LLC
424 Old Peytonsville Rd
Map 106 Parcel 17501

Tract 2

Robert N Moore Jr.
2406 Goose Creek By-Pass
Map 117 Parcel 02200

Tract 3

Mapco Family Centers Inc
2408 Goose Creek By-Pass
Map 117 Parcel 02202

CITY OF FRANKLIN
Speical Assessment Estimated Cost (002)
CONCEPTUAL ESTIMATE

Rights of Way (ROW)				\$0.00			SEWER TAP and CONNECTION FEES									
Detailed Engineering				\$50,000.00			Usual and customary fees (rates as of 3/5/12) - SUBJECT TO CHANGE									
Construction (Contract)				\$325,000.00			Meter Size	Applic Fee	Sewer Conn Fee	SDF	ACCESS	INSTALL	EDF	TOTAL		
Construction Management Cost				\$40,000.00			Mapco Express	1"	\$25.00	\$50.00	\$5,775.00	\$8,400.00	\$263.00	\$1,800.00	\$16,313	
SUBTOTAL				\$415,000.00			B&G Rental	3/4"	\$25.00	\$50.00	\$1,444.00	\$2,100.00	\$263.00	\$450.00	\$4,332	
Bond Issuance Cost (0.18% of Subtotal)				\$747.00			B&G REntal	1"	\$25.00	\$50.00	\$5,775.00	\$8,400.00	\$263.00	\$1,800.00	\$16,313	
INITIAL ASSESSMENT				\$415,747.00			Goose Creek Inn	2"	\$25.00	\$50.00	\$18,480.00	\$26,880.00	\$263.00	\$5,760.00	\$51,458	
HOMEOWNER AS APPROVED FOR THE ASSESSESSMENT															COMMENTS	
Str #	STREET NAME	OWNER (as of 3/5/12)	PARCEL ID	SI	Legal Acres (PT)	COF UTILITY ACCT #	ASSESSMENT ACCT #	2016 APPRAISED LAND VALUE	2016 IMPROV VALUE	2016 APPRAISED VALUE	2016 ASSESSED VALUE	% of ASSESSMENT	COST To PROPERTY OWNER (before interest)	5 Year Payback (Monthly)		
ment)														3.50%		
2408	Goose Creek By-Pass	Mapco Family Centers Inc	Map:117 Parcel: 02202	000	2.27	NA	TBD	\$1,430,100	\$0	\$1,430,100	\$572,040	24.71%	\$102,713.96	\$1,868.55		
2406	Goose Creek By-Pass	Moore Robert N Jr	Map: 117 Parcel: 02200	000	5.00	NA	TBD	\$2,260,700	\$0	\$2,260,700	\$904,280	39.06%	\$162,370.09	\$2,953.80		
424	Old Peytonsville Rd	K&T Associates LLC	Map: 106 Parcel: 17501	000	3.82	NA	TBD	\$1,363,700	\$734,000	\$2,097,700	\$839,080	36.24%	\$150,662.95	\$2,740.82		
		GRAND TOTAL - ASSESSMENT DISTRICT						\$5,054,500	\$734,000	\$5,788,500	\$2,315,400	100.00%	\$415,747.00	\$7,563.16		
		AVERAGE/PARCEL						\$1,684,833	\$244,667	\$1,929,500	\$771,800		\$138,582.33	\$2,521.05		

RESOLUTION NO. 2016-85

TO BE ENTITLED: "A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO ENTER INTO AN AGREEMENT, SUBJECT TO REVIEW AND APPROVAL BY THE BOARD OF MAYOR AND ALDERMEN, WITH THE CUSTOMERS OF THE GOOSE CREEK SEWAGE TREATMENT PLANT (TN0060216) TO CONSTRUCT SANITARY SEWER INFRASTRUCTURE TO CONNECT TO THE CITY OF FRANKLIN WASTEWATER COLLECTION SYSTEM"

WHEREAS, the City of Franklin supports human health and stewardship of the Harpeth River and Harpeth River tributaries; and

WHEREAS, the Goose Creek Sewage Treatment Plant (TN0060216) received a Tennessee Department of Environment and Conservation (TDEC) Commissioners Order requiring closing of the facility; and

WHEREAS, the City of Franklin has the ability to provide sanitary sewer services to the customers of the Goose Creek STP upon construction of certain improvements; and

WHEREAS, the City of Franklin has the ability to construct the improvements and recapture costs, including interest, such that existing customers do not fund the connection of the Goose Creek STP customers.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City shall endeavor to enter into an agreement, to be reviewed and approved by the Board of Mayor and Aldermen, with the sanitary sewer customers of the Goose Creek Sewage Treatment Plant (TN0060216) to provide infrastructure for sanitary sewer service through the City of Franklin system.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney

RESOLUTION 2016-78

A RESOLUTION OF THE CITY OF FRANKLIN FOR ADOPTION OF THE VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

WHEREAS, the City of Franklin is supportive of City programs that advance the ability of employees to prosper in retirement, and

WHEREAS, the City has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the City by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that the establishment of the RHS program ("Program") serves the above objectives; and

WHEREAS, the City 457 and 401 plans supplement the retirement benefit payments from the Pension Trust, and

WHEREAS, any portion of terminal leave required as contribution to an RHS plan could serve retiring employees by reducing income tax liability in the year of their retirement, and increase the security of the Pension Plan by decreasing unplanned demands on Plan assets, and

WHEREAS, the Pension & Trust Committee and City administrative staff have reviewed and discussed the advantages and disadvantages of an RHS program.

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

Section 1. That the Board of Mayor & Aldermen adopts the ICMA Retirement Corporation's VantageCare Retirement Health Savings Program ("Program") through the City's integral part trust ("Trust") and the City's welfare benefits plan ("Plan"), which will be funded by a portion of terminal leave upon retirement for City Administrator, Assistant City Administrators and Department Directors.

Section 2. That the assets of the Plan shall be held in trust, with the City serving as the Trustee for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The City has executed the Declaration of Trust of the City of Franklin, Tennessee Integral Part Plan in the form of the trust provided by the City (Contract No. 2016-0328), a copy of which is attached hereto.

Section 3. The Human Resources Director shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

Section 4. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this 22nd day of November, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

VantageCare RHS Employer Investment Program

DECLARATION OF TRUST OF THE

City of Franklin, Tennessee

INTEGRAL PART TRUST



DECLARATION OF TRUST OF THE

City of Franklin, Tennessee

INTEGRAL PART TRUST

Declaration of Trust made as of the _____ day of _____, 2016, by the City of Franklin, Tennessee (hereinafter alternatively referred to as the “Employer” or the “Trustee”).

RECITALS

WHEREAS, the Employer is a governmental entity exempt from federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer seeks to provide for the security and welfare of its Employees, their Spouses, Dependents and Beneficiaries by funding one or more post-retirement welfare benefit plans, programs or arrangements to provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively a “Plan”); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Employees, their Spouses, Dependents and Beneficiaries by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under such a Plan; and

WHEREAS, the authority to provide for the investment and general administration of assets to be used to fund such a Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income to be used for the exclusive purpose of funding post-retirement welfare benefits under a Plan for its Employees, their Spouses, Dependents and Beneficiaries.

NOW, THEREFORE, the Employer does hereby establish this trust, to be known as the Declaration of Trust of the City of Franklin, Tennessee Integral Part Trust (hereinafter referred to as the “Trust”), and agree that

the following constitute the Declaration of Trust (hereinafter referred to as the “Declaration”):

ARTICLE I DEFINITIONS

1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) “Account” means the investment recordkeeping account established to fund post-retirement welfare benefits on behalf of Employer’s Employees, their Spouses, Dependents and Beneficiaries.
- (b) “Administrator” means the Employer. The Employer may contract for such administrative services as are necessary to implement a Plan.
- (c) “Beneficiary” means the Spouse and Dependents or the person or persons designated by a Participant pursuant to the terms of a Plan, who will receive any benefits payable under a Plan in the event of the Employee’s death. In the case where there is no designated Beneficiary, any amount of contributions, plus accrued earnings thereon, remaining in a Participant Account must, under the terms of a Plan, be returned to the Trust.
- (d) “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- (e) “Dependent” means an individual who is a person described in Code Section 152(a).
- (f) “Employee” means an individual who performs services for the Employer, and who has been designated as eligible to participate in, and receive benefits under a Plan.

- (g) "Investment Fund" means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be invested as herein provided. The Trustee shall not be required to select any Investment Fund.
- (h) "Nonforfeitable Interest" means the interest of a Participant or the Participant's Spouse, Dependent or Beneficiary (whichever is applicable) in the percentage of Employer Contributions that has vested pursuant to the vesting schedule in a Plan sponsored by the Employer. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions, if Participant contributions are permitted pursuant to the terms of the Plan.
- (i) "Participant" means an Employee of the Employer who satisfies the requirements for participation in a Plan sponsored by the Employer.
- (j) "Participant Account" means an individual recordkeeping account maintained under a Plan to record the interest of a Participant in the Plan in accordance with Section 7.4.
- (k) "Spouse" means the Participant's lawful spouse as determined under the laws of the state in which the Participant has his primary place of residence.
- (l) "Trust" means the trust established by this Declaration.
- (m) "Trustee" means the Employer or its designee.

ARTICLE II ESTABLISHMENT OF TRUST

- 2.1 The Trust is hereby established as of the date set forth above for the exclusive purpose of providing a funding mechanism for post-retirement welfare benefits for the Employer's Employees, their Spouses, Dependents and Beneficiaries.

ARTICLE III CONSTRUCTION

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of Tennessee.
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

ARTICLE IV BENEFITS

- 4.1 Benefits. This Trust may be used to fund benefits on behalf of a Participant, the Participant's Spouse and Dependents pursuant to the terms of a Plan.
- 4.2 Form of Benefits. Assets held in this Trust may be used to reimburse a Participant, his Spouse or Dependents for insurance premiums or other payments expended for permissible benefits described under a Plan. This Trust may reimburse the Employer, or the Administrator for insurance premiums or other payments pursuant to the Plan.

ARTICLE V GENERAL DUTIES

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Account and Plan or Plans in the Trustee's name, as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the terms of a Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.

- 5.2 It shall be the duty of the Employer, subject to the provisions of a Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions, and to keep accurate books and records, or cause its designee to keep accurate books and records with respect to the Account and a Plan.

ARTICLE VI INVESTMENTS

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants, their Spouses, Dependents or Beneficiaries, to the extent provided herein), the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:
- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
 - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
 - (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
 - (d) At the direction of the Employer (or Participants, their Spouses, Dependents or Beneficiaries or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.
- 6.3 Notwithstanding anything to the contrary herein, the assets of the Account shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.

- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.
- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

ARTICLE VII CONTRIBUTIONS

- 7.1 ***Employer Contributions.*** The Employer shall contribute to the Trust such amounts as specified in a Plan or by resolution.
- 7.2 ***Participant Contributions.*** If specified in a Plan, each Participant may make voluntary after-tax contributions. Under no circumstances shall Participant Contributions exceed an insubstantial amount. These contributions shall be collected by the Employer and remitted to the Trust for deposit at such time or times as required under the terms of the Plan.
- 7.3 ***Accrued Leave.*** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under a Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.4 ***Accounts.*** Employer contributions, and if provided under the terms of a Plan, Participant contributions and contributions of accrued leave, and all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into one or more Accounts in the name of the Employer for the exclusive purpose of funding benefits on behalf of Participants, their Spouses, Dependents and Beneficiaries under a Plan. The assets in each Account may be invested in Investment Funds as directed by the Employer from among the Investment Funds selected by the Employer.

To the extent provided for under a Plan, amounts deposited in the Account(s) may be allocated to individual Participant Accounts for the exclusive benefit of each Participant, his Spouse, Dependents and Beneficiaries. If permitted under the terms of the Plan, the assets in each Participant Account may be invested in Investment Funds as directed by the Participant (or after the death of the Participant, his Spouse, Dependents and Beneficiaries) from among the Investment Funds selected by the Employer.

- 7.5 ***Receipt of Contributions.*** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.6 No amount in any Account or Participant Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, Dependent, or Beneficiaries.
- 7.7 Upon the satisfaction of all liabilities under a Plan to provide benefits to Employees, their Spouses, Dependents or Beneficiaries, any amount of Employer contributions, plus accrued earnings thereon, remaining in the Accounts or Participant Accounts shall be returned to the Employer.

**ARTICLE VIII
MULTIPLE PLANS**

- 8.1 If the Employer hereafter adopts one or more other Plans and designates the Trust hereby created as part of such other Plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other Plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such Plan or Plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each Plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other Plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other Plans as having the authority to control and manage the operation and administration of such other Plan.

**ARTICLE IX
DISBURSEMENTS AND EXPENSES**

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of a Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.7), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive purpose of funding post-retirement welfare benefits for Employees, their Spouses, Dependents and Beneficiaries pursuant to the provisions of a Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts or Participant Accounts of Participants to whom or to whose Spouse, Dependents, or Beneficiaries such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

**ARTICLE X
ACCOUNTING**

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage a Trustee as its agent in the performance of any duties required of the Employer under a Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

**ARTICLE XII
AMENDMENT AND TERMINATION**

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under a Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in the Accounts shall be returned to the Employer.

**ARTICLE XIII
SUCCESSOR TRUSTEES**

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

**ARTICLE XIV
LIMITED EFFECT OF TRUST**

- 14.1 Neither the establishment of the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in a Plan or in this Declaration.

**ARTICLE XV
PROTECTIVE CLAUSE**

- 15.1 Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with a Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, The Employer/Trustee has executed this Declaration by its duly authorized officers, as of the date first hereabove mentioned.

CITY OF FRANKLIN, TENNESSEE/TRUSTEE

By: _____
Dr. Ken Moore
Mayor

Attest:

By: _____
Eric S. Stuckey
City Administrator



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE
WASHINGTON, DC 20002-4240
1-800-669-7400
PARA ASISTENCIA EN ESPAÑOL LLAME AL
1-800-669-8216
WWW.ICMARC.ORG

FRM080-014-200505-C854

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Franklin

Type: VantageCare RHS

Account Number: 803653

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the ____ day of _____, 20____ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of Franklin ("Employer") a local governmental instrumentality organized and existing under the laws of the State of Tennessee with an office at 109 Third Avenue South, Franklin, Tennessee 37064.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings ("RHS") Program provided by ICMA-RC available to its employees through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan");

ICMA-RC acts as investment adviser to VantageTrust Company, LLC ("VTC"), the Trustee of VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II");

VantageTrust II is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Rulings 81-100 and 2011-1, which provides for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit sharing plans, and retiree welfare plans, and other eligible investors;

VTC makes a series of separate funds (the "VT II Funds") available through VantageTrust II for the investment of plan assets as referenced in VantageTrust II's Declaration of Trust and Disclosure Memorandum ("Disclosure Materials");

VTC is a wholly owned subsidiary of ICMA-RC and has exclusive management and investment authority with respect to the VT II Funds;

The VT II Funds are available only through adoption of VantageTrust II; and

In addition to serving as investment adviser to VTC, ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Acceptance of RHS Program

Employer agrees to make the RHS Program provided by ICMA-RC available to its employees. The details of the RHS Program shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Program materials developed by ICMA-RC and provided to Employer. The RHS Program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Program materials. RHS Program materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon adoption of the RHS Program.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and ICMA-RC

shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

3. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC will handle participant information in the manner described in the Business Associate Agreement to be executed between the Plan and ICMA-RC, a form of which is provided as Exhibit A to this Agreement.

4. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Information required to be retained by the Employer shall be set forth in the RHS Program materials developed by ICMA-RC and provided to the Employer.
- (c) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing the RHS Program. Employer is also responsible for determining that the investments selected for the Plan fall within state or local requirements. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.
- (d) Employer acknowledges that the RHS Plan is a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore is subject to HIPAA privacy rules. Employer also acknowledges that the RHS Plan is a Health Reimbursement Arrangement, subject to applicable provisions of the Affordable Care Act ("ACA"). An employer sponsoring the Plan is responsible for complying with the

HIPAA privacy and security rules with respect to all protected health information created, maintained, received, or transmitted in relation to the Plan and is responsible for complying with the ACA.

- (e) Employer agrees to provide
- (f) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (g) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class.
- (h) Employer confirms that it has executed a Participation Agreement for VantageTrust II and acknowledges that it has received the Disclosure Materials.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings regarding the Plan involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

6. Compensation and Payment

Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Program as set forth below.

- (a) Asset-based fees will be included in the daily unit value of each VT II Fund, and no separate asset-based fees will be assessed
- (b) A \$ 25 annual account administration fee will be charged quarterly to each Accountholder's account.
- (c) The account administration fee is subject to change with appropriate prior notification.

- (d) **Compensation for Advisory and other Services to The Vantagepoint Funds.** Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation from The Vantagepoint Funds for advisory and other services furnished to The Vantagepoint Funds, a series of no-load, diversified funds serving as the underlying funds to certain VT II Funds. The fees referred to in this subsection are disclosed in The Vantagepoint Funds Prospectus and Statement of Additional Information.

7. Contribution Remittance

Employer understands that amounts contributed to the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS Program materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

8. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan, or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan or related Trust.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS Program materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any Plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

9. Indemnification

Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no

less than 60 days before the end of such Agreement year.

11 Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60-day period, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

12. Notices

All notices required to be delivered under this Agreement shall be delivered electronically, personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

13 Complete Agreement

This Agreement, with an executed Business Associate Agreement, shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

CITY OF FRANKLIN

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY
MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By  _____
Erica McFarquhar
Assistant Secretary

Please return fully executed contract to:

New Business Services
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

RHS HIPAA BUSINESS ASSOCIATE AGREEMENT FOR 803653

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Administrative Services Agreement entered into between City of Franklin RHS ("Covered Entity") and ICMA-RC ("Business Associate") on _____, and is effective as of the effective date of the Administrative Services Agreement (the "Effective Date").

RECITALS

Covered Entity is a group health plan that reimburses medical expenses for eligible participants, their spouses, and their dependents. Under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity is required to enter into this BA Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI"), as defined herein, that is created, maintained, received, or transmitted by Business Associate on behalf of Covered Entity.

Business Associate is a record keeper providing administrative services to Covered Entity. In general, Business Associate will not have access to information that would traditionally be considered PHI because participant medical information used to substantiate reimbursements is sent directly to and reviewed by a third-party claims processor. The third-party claims processor has agreed to protect PHI that it creates, maintains, receives, or transmits in a manner that is consistent with and as stringent as the terms agreed to by Business Associate under this BA Agreement with respect to information that could be considered PHI. Business Associate has access to information that might be interpreted as PHI, including an individual's participation in the plan, reimbursement amounts, and the timing of reimbursements.

In consideration of the mutual promises below and the exchange of information pursuant to this BA Agreement and in order to comply with all legal requirements for the protection of this information, Covered Entity and Business Associate agree as follows:

1. DEFINITIONS

- a. The following terms used in this BA Agreement shall have the same meaning as those terms are defined in the HIPAA Rules: Breach, Data Aggregations, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. "Administrative Services Agreement" refers to a separate agreement outlining the services ICMA-RC will provide to Covered Entity and the terms and conditions governing the provision of such services. The Administrative Services Agreement is made between ICMA-RC and City of Franklin RHS or its sponsor, acting on behalf of City of Franklin RHS.

- c. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean ICMA-RC.
- d. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference this BA Agreement, shall mean City of Franklin RHS.
- e. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- f. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR 170 and 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- h. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by this BA Agreement or as required by law.
- b. Use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI in Business Associate's custody or control, to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement.
- c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the BA Agreement of which it becomes aware not more than 60 calendar days after Business Associate discovers such non-permitted Use or Disclosure, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident for which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Make available, within 30 calendar days of the request of Covered Entity, PHI in a Designated Record Set in Business Associate's custody or control, to

Covered Entity, or as Directed by Covered Entity, to an individual, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.

- f. Make any amendment(s) to PHI in a Designated Record Set in Business Associate's custody or control as directed in writing by the Covered Entity pursuant to 45 CFR 164.526 no later than 60 days after receipt of such request, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as requested by Covered Entity in writing and as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.
- h. Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- i. Not directly or indirectly receive remuneration in exchange of PHI.
- j. Comply with the administrative simplification rules applicable to standard transactions, if Business Associate conducts such transactions under the electronic data interchange rules on behalf of Covered Entity.
- k. To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Administrative Services Agreement and as permitted by this BA Agreement.
- b. Business Associate may Use or Disclose PHI as required by law or to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(i).
- c. Except as otherwise limited by this BA Agreement, Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the Covered Entity's Minimum Necessary policies and procedures when such are provided by the Covered Entity to Business Associate.
- d. Business Associate is authorized to de-identify information in accordance with 45 CFR 164.514(a)-(c).
- e. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

- f. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- g. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

4. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate of any limitations in the Notice of Privacy Practices that Covered Entity provides to individuals pursuant to 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will Use or Disclose PHI for Data Aggregation or management and administration and legal responsibilities of the Business Associate.
- e. Covered Entity shall notify Business Associate of any confidential communication requests with which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent such requests would affect Business Associate's Use or Disclosure of PHI.

5. TERM AND TERMINATION

- a. This BA Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Administrative Services Agreement, subject to the provisions below regarding the return or destruction of PHI.
- b. Business Associate authorizes termination of this BA Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement, and Business Associate has not cured the Breach or ended the violation, following written notice to the Business Associate, within a reasonable period of time not to exceed any reasonable cure period defined in the Administrative Services Agreement.

- c. Upon termination of this BA Agreement for any reason, Business Associate, with respect to PHI Received from Covered Entity, or created, maintained, or received from Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains PHI;
 - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Paragraph 3(f);
 - v. Return to Covered Entity or, if agreed to Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities;
 - vi. Notwithstanding any other provision of this BA Agreement, upon termination, Business Associate may also transmit PHI to another Business Associate of the Covered Entity upon the written request of the Covered Entity.
- d. The obligations of Business Associate under Section 5, Term and Termination, shall survive the termination of this BA Agreement.

6. GENERAL PROVISIONS

- a. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or amended.
- b. The parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
- c. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA rules.
- d. Nothing in this BA Agreement shall be construed as creating any rights or benefits to any third parties.
- e. The invalidity and unenforceability of any provision of this BA Agreement shall not affect the enforceability of any other provision of this BA Agreement or the Administrative Services Agreement, which shall remain in full force and effect.

- f. All notices and communications required by this BA Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address that each party specifies in writing.
- g. This BA Agreement and the Administrative Services Agreement constitute the entire agreement between the parties with respect to its subject matter and constitute and supersede all prior agreements, representations, and understandings of the parties, written or oral, with regard to the same subject matter.

CITY OF FRANKLIN RHS

By _____
Signature

Name and Title (Please Print)

Date

INTERNATIONAL CITY
MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By 
Erica McFarquhar
Assistant Secretary

Please return fully executed Agreement to: New Business Services
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240



CITY OF FRANKLIN TN

NAME OF EMPLOYER

RETIREE WELFARE BENEFITS PLAN



RETIREE WELFARE BENEFITS PLAN

Table of Contents

Article I Preamble

- 1.01 Establishment of Plan
- 1.02 Purpose of Plan

Article II Definitions

- 2.01 "Benefits"
- 2.02 "Code"
- 2.03 "Dependent"
- 2.04 "Eligible Medical or Dental Expenses"
- 2.05 "Employer"
- 2.06 "Entry Date"
- 2.07 "Participant"
- 2.08 "Plan Administrator"
- 2.09 "Plan Year"
- 2.10 "Retiree"
- 2.11 "Spouse"

Article III Eligibility

- 3.01 General Requirements

Article IV Amount of Benefits

- 4.01 Annual Benefits Provided by the Plan
- 4.02 Cost of Coverage

Article V Payment of Benefits

- 5.01 Eligibility for Benefits
- 5.02 Claims for Benefits

Article VI Plan Administration

- 6.01 Allocation of Authority
- 6.02 Provision for Third-Party Plan Service Providers
- 6.03 Several Fiduciary Liability
- 6.04 Compensation of Plan Administrator
- 6.05 Bonding
- 6.06 Payment of Administrative Expenses
- 6.07 Timeliness of Payments
- 6.08 Annual Statements

Table of Contents (continued)

Article VII Claims Procedure

- 7.01 Procedure if Benefits are Denied Under the Plan
- 7.02 Requirement for Written Notice of Claim Denial
- 7.03 Right to Request Hearing on Benefit Denial
- 7.04 Disposition of Disputed Claims
- 7.05 Preservation of Other Remedies

Article VIII Amendment or Termination of Plan

- 8.01 Permanency
- 8.02 Employer's Right to Amend
- 8.03 Employer's Right to Terminate

Article IX General Provisions

- 9.01 No Employment Rights Conferred
- 9.02 Payments to Survivor
- 9.03 Nonalienation of Benefits
- 9.04 Mental or Physical Incompetency
- 9.05 Inability to Locate Payee
- 9.06 Requirement of Proper Forms
- 9.07 Source of Payments
- 9.08 Tax Effects
- 9.09 Multiple Functions
- 9.10 Gender and Number
- 9.11 Headings
- 9.12 Applicable Laws
- 9.13 Severability

CITY OF FRANKLIN TN

Name of Employer

RETIREE WELFARE BENEFITS PLAN

ARTICLE I

Preamble

THIS INSTRUMENT made and published by THE CITY OF FRANKLIN TN (hereinafter called "Employer") on the 22 day of NOVEMBER, 20 16, creates the CITY OF FRANKLIN Retiree Welfare Benefits Plan ("Plan"), as follows:

1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Welfare Benefits Plan as of the 22 day of NOVEMBER, 20 16.

1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents through the Employer's VantageCare Retirement Health Savings (RHS) Program.

ARTICLE II

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

2.01 "Benefits" means any amounts paid to a Participant, Spouse or Dependents in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse or his Dependents.

2.02 "Code" means the Internal Revenue Code of 1986, as amended.

2.03 "Dependent" means any individual who is a dependent of the Participant within the meaning of Code Sec. 152, as amplified by Internal Revenue Service Notice 2004-79, 2004-49 I.R.B.898 and Internal Revenue Service Notice 2010-38.

2.04 "Eligible Medical Expenses or Dental Expenses" means those expenses designated by the Employer as eligible for reimbursement in the VantageCare Retirement Health Savings Adoption Agreement.

2.05 "Employer" means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.

2.06 "Entry Date" means the first day the Participant meets the eligibility requirements of Article III as of such Date.

2.07 "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.

2.08 "Plan Administrator" means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

2.09 "Plan Year" means the annual accounting period of the Plan, which begins on the 1st day of January, 20 16, and ends on the 31st day of December, 20 16, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on January 1, and ends on month/day December 31.

2.10 "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's VantageCare Retirement Health Savings Program.

2.11 "Spouse" means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married. All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

ARTICLE III

Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement shall be eligible to participate in this Plan.

ARTICLE IV

Amount of Benefits

4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical Expenses incurred during the Plan Year in an annual amount not to exceed the participant's account balance under the Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement.

ARTICLE V

Payment of Benefits

5.01 Eligibility for Benefits

- a) Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical Expenses incurred by the Participant on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.
- b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.
- c) A Participant who becomes totally and permanently disabled (as defined by the Social Security Administration, by the Employer's primary retirement plan, or otherwise by the Employer) will become immediately eligible to receive medical benefit payments from the Plan. Pursuant to Section 9.02 of this Plan and Section XI of the Employer's VantageCare Retirement Health Savings Adoption Agreement, the surviving Spouse and Dependents shall become immediately eligible to receive or to continue receiving medical benefit payments from the Plan upon the death of the Participant.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant, his Spouse or Dependent has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant, his Spouse or Dependent the benefits provided under this Plan as soon as is administratively feasible.

ARTICLE VI

Plan Administration

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and
- c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.
- d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payment for Benefits

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

6.08 Annual Statements

The Plan Administrator shall furnish each Participant with an annual statement of his medical expense reimbursement account within ninety (90) days after the close of each Plan Year.

ARTICLE VII

Claims Procedure

7.01 Procedure if Benefits are Denied Under the Plan

Any Participant, Spouse, Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Participant, Spouse or Dependent to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- a) The specific reason or reasons for the denial;
- b) Specific reference to pertinent Plan provisions, including references to the VantageCare Retirement Health Savings Adoption Agreement, on which the denial is based;
- c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

ARTICLE VIII

Amendment or Termination of Plan

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

ARTICLE IX

General Provisions

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Payments After Death of Participant

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in Section XI of the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.

9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

9.04 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.05 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.06 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.07 Source of Payments

The Employer shall be the sole source of benefits under the Plan. No Employee, Spouse or Dependents shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Spouse or Dependents.

9.08 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant, his Spouse or Dependents hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.09 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number

Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

9.11 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.12 Applicable Laws

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of ^{TENNESSEE}_____.

9.13 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER

By: _____ Title: **MAYOR**
Signature of Authorized Official

ATTEST (if applicable)

By: _____ Title: **CITY ADMINISTRATOR AND RECORDER**
Signature of Attestor

Retiree Health Program Nondiscrimination Requirements

Important Information on Welfare Plan Nondiscrimination Rules

AN EMPLOYER'S RETIREE HEALTH PROGRAM (I.E., VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN/401(H) RETIREE HEALTH ACCOUNT) will generally be covered by nondiscrimination requirements that are already applicable to the employer's other health and welfare plans (under Internal Revenue Code Section 105(h)).

However, please note that nondiscrimination requirements will not adversely impact your Retiree Health Program (Program) in the following scenarios:

- A. If the Program is limited to one or more collective bargaining groups that bargained regarding health benefits and the Program provides for fixed dollar contributions for all employees.
- B. If the Program limits reimbursements to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums COBRA insurance premiums, long-term care insurance premiums).

Premium-Only Programs are currently excluded from nondiscrimination testing. However, under the Affordable Care Act, Premium-Only Programs will likely be subject to nondiscrimination testing upon future IRS guidance.

If the Program does not fall into one of the two scenarios above, health and welfare nondiscrimination requirements may adversely impact your Plan.

Generally speaking, if your program does not fall under one of the two scenarios above, the following requirements apply:

1. An IRS-approved proportion of your employees must be covered. For instance, coverage must be extended to at least 70 percent of employees

(excluding part-time and seasonal employees, employees under age 25, employees with less than three years of service, and collectively bargained employees). Once the employer identifies the applicable coverage group, up to 30 percent of that group can be excluded.¹

2. Benefits must be provided on a substantially equal basis to all covered employees. What this means, in practical terms, is that contributions must be substantially equal for each participant, and thus cannot be determined as a percentage of compensation or based on age or years of service. A fixed dollar contribution would comply.

Please note that "failure" to meet the nondiscrimination requirements does not result in "disqualification" of the Program. The ramifications of not meeting the requirements are that "excess benefits" paid to "highly compensated individuals" that participate in the RHS plan are taxable as W-2 income to the participant.

An excess benefit is generally equal to the amount of the benefit made available to the highly compensated individuals but not made available to other employees. Highly compensated individuals will generally consist of the highest paid 25 percent of all employees.

What does all this mean?

Employers need to consider nondiscrimination requirements when developing their Program. The employer may want to consider talking to benefits counsel to determine if these rules will impact its participants. Should an employer establish a program that does not fall under scenario A or B above and does not meet the nondiscrimination requirements, the out-of-pocket expenses paid to highly compensated employees may be taxable.

You are encouraged to discuss the results with a tax or benefits advisor because the IRS rules are complex.

¹ There may be additional ways that your program would satisfy the nondiscrimination requirements of IRC § 105(h).



**EMPLOYER VANTAGECARE
RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN ADOPTION AGREEMENT

Plan Number: 8 03653

Select as applicable: ☐ Standalone RHS ☐ Integrated RHS ☐ Amendment to Existing Plan ☒ New Plan (see NOTE below)

NOTE: (For existing employers only): Check here ☐ if you want ICMA-RC to use existing plan contact information for this new plan setup. Otherwise, if contact information has changed, please complete and return the Implementation Data Form found on pg. II:31 along with the adoption materials.

Employer Retirement Health Savings Plan Name:

I. Employer Name: CITY OF FRANKLIN State: TENNESSEE

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Effective Date of the Plan: 11/22/2106

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: _____

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees – Police
- ☐ Public Safety Employees – Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s)) _____
- ☒ Other (specify group(s)) Employees in City Administrator, Assistant City Administrator, or Department Director positions

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is ten years (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: _____

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ _____ % of Earnings
☐ \$ _____ each Plan Year
☐ A discretionary amount to be determined each Plan Year
☐ Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☐ Reduction in Salary - _____ % of Earnings or \$ _____ will be contributed for the Plan Year.
☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☐ Accrued Sick Leave _____

☐ Accrued Vacation Leave _____

☒ Other (specify type of leave) Accrued TERMINAL Leave
Funding source is one-half of the value of all Terminal Leave in excess of \$24,000 at separation of service for the individual participant.

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- ☒ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- ☐ _____ % of earnings*
- *Definition of earnings: ☐ Same as Section VI.A. ☐ Other
- ☐ \$ _____ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

- ☒ The account is 100% vested at all times.
- ☐ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

*Definition of retirement includes a separation from service component and is further defined by (check one):

- ☐ The primary retirement plan of the Employer
- ☐ Separation from service
- ☐ Other _____

- C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

- ☒ Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).*
- ☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.*
- ☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.*
- ☐ Revert to the Employer via check.

* If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to employer's forfeiture account for further direction from the employer. If there are participants without a balance who should receive forfeiture assets, please provide alternative instructions to ICMA-RC on the forfeiture reallocation notice.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan**A. A Participant is eligible to receive benefits:**

- ☐ At retirement only (also complete Section B.)

Definition of retirement:

- ☐ Same as Section VII.B.

- ☐ Other _____

- ☒ At separation from service with the following restrictions

- ☐ No restrictions

- ☐ Other _____

B. Termination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- ☐ Immediately upon separation from service

- ☐ Other _____

C. A Participant that becomes totally and permanently disabled

- ☐ as defined by the Social Security Administration

- ☒ as defined by the Employer's primary retirement plan

- ☐ other _____

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**X. Permissible Medical Benefit Payments**

Benefits eligible for reimbursement consist of:

- ☒ All Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).
- ☐ The following Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan:
- ☐ Medical Insurance Premiums
- ☐ Medical Out-of-Pocket Expenses*
- ☐ Medicare Part B Insurance Premiums
- ☐ Medicare Part D Insurance Premiums

- ☐ Medicare Supplemental Insurance Premiums
- ☐ Prescription Drug Insurance Premiums
- ☐ COBRA Insurance Premiums
- ☐ Dental Insurance Premiums
- ☐ Dental Out-of-Pocket Expenses*
- ☐ Vision Insurance Premiums
- ☐ Vision Out-of-Pocket Expenses*
- ☐ Qualified Long-Term Care Insurance Premiums
- ☐ Non-Prescription medications allowed under IRS guidance*
- ☐ Other qualifying medical expenses (describe)*

* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into Dreyfus Cash Management fund* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

**An investment in the Dreyfus Cash Management money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Investors should consider the investment objectives, risks, charges, and expenses of the fund carefully before investing. You may visit us at www.icmarc.org or call 800-669-7400 to obtain a prospectus that contains this and other information about the fund. Read the prospectus carefully before investing.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.

- ##### **B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.**

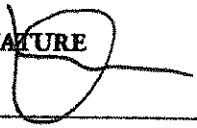
- C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to an third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

XIII. Employer Acknowledgements

- A. The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

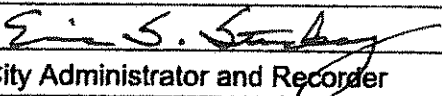
B. ☐ Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By:  _____

Date: 11/22/2016

Title: Mayor

Attest:  _____

Date: 11/22/2016

Title: City Administrator and Recorder