



# City of Franklin

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

## Meeting Agenda

### Work Session

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Tuesday, October 28, 2014

5:30 PM

Board Room

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#### Call to Order

#### Citizen Comments

#### WORKSESSION DISCUSSION ITEMS

1. [14-557](#) Presentation - BioSolids Facility Visit  
  
**Sponsors:** Dr. Ken Moore, Eric Stuckey, David Parker, Mark Hilty and Michelle Hatcher
2. [14-556](#) Presentation and Discussion Regarding the Proposed Pilgrimage Music Festival at Harlinsdale Park  
  
**Sponsors:** Lisa Clayton and Monique McCullough  
  
**Attachments:** [PilgrimagePitchDeckCore\\_V19\\_FranklinVersion \(10.28.2014\).pdf](#)
3. [14-482](#) Consideration of Contract 2014-0226 Cooperation Agreement for Reddick Street Apartments, Payment in Lieu of Taxes Agreement (10/28/14 WS).  
  
**Sponsors:** Building and Neighborhood Services (BNS) and Chris Bridgewater  
  
**Attachments:** [xxx CONTRACT 2014-0226 Cooperation Agreement with Franklin Housing Autl](#)
4. [14-504](#) Consideration of Contract #2014-0154 for the Receipt of Community Based Development Organization (CBDO) funding to Hard Bargain Association. (10/28/14 WS)  
  
**Sponsors:** Building and Neighborhood Services (BNS) and Chris Bridgewater  
  
**Attachments:** [Contract 2014-0154 Attachment 1 - Contract](#)  
[Contract 2014-0154 Attachment 2 - Proposal](#)
5. [14-555](#) Consideration of Resolution No. 2014-78 to be entitled: "A Resolution to Submit an Application to the Nashville Area Metropolitan Planning Organization and the Tennessee Department of Transportation for the 2014 Multimodal Access Grant Program"  
  
**Attachments:** [RES 2014-78 SR 96 E Sidewalk Resolution](#)

6. [14-563](#) Consideration of Waiver of Conflict for Representation of Public Building Authority related to the Modification of Loan Agreement with City of Franklin.

Sponsors: Russ Truell

Attachments: [Waiver PBA](#)

### Other Business

### Adjournment

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

# PILGRIMAGE

MUSIC & CULTURAL

FRANKLIN,  
★ TENNESSEE ★

— Festival —

★ THE PARK AT  
HARLINSDALE



PRESENTATION DECK, 10/10/14.

FOR RECIPIENT ONLY

SEPTEMBER 26 & 27, 2015

# PILGRIMAGE IS A JOURNEY

*Traversing the musical and cultural influences of Nashville, Memphis, New Orleans and throughout the Mississippi Delta, finding its home in Franklin, Tennessee. Pilgrimage is a time machine, located on a picturesque, 200-acre historic farm curated to transport the patron back to the roots of American music culture.*



# PILGRIMAGE AT A GLANCE

- **September 26 and 27, 2015, 10:00 AM-7:30 PM**
- **Franklin, Tennessee at the historic Park at Harlinsdale, a 200-acre former horse farm, now a city-owned park. Twenty miles from America's music city - Nashville.**
- **Local, regional and national music curation to showcase diversity of America's historical music roots**
- **Acoustic-based performances and unique artist collaborations.**
- **Cuisine from local and regional operators, restaurants and food trucks.**
- **Beverage offerings to showcase beer, wine and spirits from local and regional producers.**
- **Handcrafted fare and wares in the Bazaar.**
- **Family friendly festival that includes the "Little Pilgrims" stage and bazaar.**
- **60 musical acts on 4 stages**
- **Lineup announced April 2015, tickets on sale May 2015.**
- **15,000 estimated attendance per day.**
- **estimated pricing \$75/day; \$135/two-day pass; \$350 two-day VIP pass.**
- **On-site and off-site parking.**
- **Inspired by the similarly formatted and curated music festivals including the New Orleans Jazz and Heritage Festival.**
- **Sponsor will include local, regional and national partners.**
- **The Pilgrimage Foundation, the non-profit arm of Pilgrimage, will apply resources toward community projects.**
- **The extensive architecture - barns, stables and shacks - to the extent they are available, will be used as stage backdrops, hospitality venues and authentic scenery.**

## THE MISSION

Pilgrimage Music & Cultural Festival's mission is to produce a successful annual destination event for the region and to further establish Franklin as a cultural nexus. The festival and its spectacular setting will be a place where people seek an elevated experience of music and culture in a way that creates many happy returns. The City of Franklin and the community will benefit from the evolution of Pilgrimage and its mission: to produce a world class event.

## THE MUSIC

The music of the festival will be driven by a variety of artists that are inspired by, or originate from, the musical mecca of the Golden triangle - Nashville, TN, the Mississippi Delta, New Orleans, LA and many points in between. Presented in a primarily acoustic format, the genres will include rock and roll, jazz, blues, country, bluegrass, zydeco and more. Not only will many musical acts perform acoustically, many will be paired for unique, one-of-a-kind sets onstage - the Pilgri-Mashup®. The beautiful setting of Harlinsdale Farm, authentic stage architecture and great sound designed by local studio engineers will make for a first-of-its kind festival.

## THE MOOD

Pilgrimage Music & Cultural Festival will serve as a kind of time machine, transporting the patron back to the roots of American music culture. Artists and music lovers will enjoy the free-flowing sights, sounds, and experiences that will urge them to make the Pilgrimage year after year.

## THE FARM

The Park at Harlinsdale is approximately 200 gently rolling acres just north of downtown Franklin, and has been called one of the most significant historic horse farms in the country. Established in 1935, the farm has served mainly as a breeding operation, run by the Harlin family and many of the barns, stables and out-buildings have been preserved or are slated for preservation. In the mid-2000s, the City of Franklin purchased the farm with the mission of preservation, while including the wants and needs of the public. (Adapted from Harlinsdale Master Plan, February 2006, City of Franklin)



# FESTIVAL STAGES

## MAIN STAGES

A creative mix of headliners will represent the festival on each of the two Main Stages. The artist curation will lean toward acts that have an authentic sound with a roots influence that makes them top of their game.

## SONGWRITER STAGE

The Songwriter Stage will celebrate the deep talent pool of songwriters in Franklin and Nashville. Unique songwriter rounds and guitar pulls will feature amazing pairings of some of our finest songwriters such as Tom Douglas, Rodney Clawson, and Hillary Lindsey.

## CHILDREN'S STAGE & LITTLE PILGRIMS' LANDING

The Children's Stage will feature a variety of musical and visual arts that will entertain and enlighten the younger audiences. Little Pilgrims' Landing will feature interactive artwork, kiddie refreshments and fun for the entire family.

## KITCHEN STAGE

The Kitchen Stage is where concert meets kitchen. Local restaurants prepare and offer their most beloved dishes, to be enjoyed at adjacent communal tables at scheduled intervals. (When the hot chicken is gone, it's gone!)

## PILGRI-MASHUPS

"Pilgri-Mashups" will happen on any stage, at any time and feature unique, unlikely pairings of artists.

## LOCAL VENUE PROGRAMMING

Local venues will be invited to join Pilgrimage in curating shows that complement the festival schedule from Friday, September 25 through Sunday, September 27. Legendary rooms will feature local and regional talent – and festival acts – to establish Pilgrimage as a true community-based festival, including:

**Pucketts Boathouse**

**Gray's on Main**

**Pucketts in Leiper's Fork**

**Lawn Chair Theater in Leiper's Fork**

**The Factory**

**Kimbro's**

**The Franklin Theatre**

**The Whiskey Stage at**

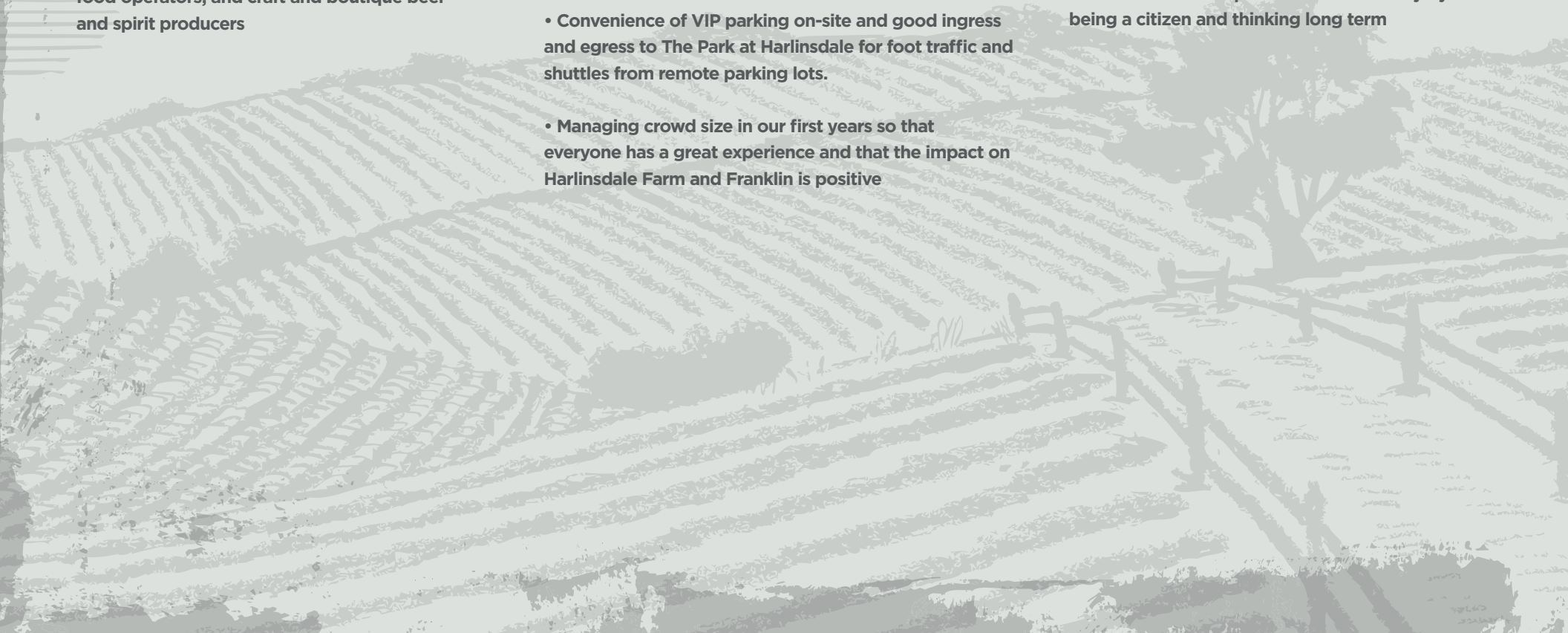
**Landmark Booksellers**

**Green's Grocery**



# WHAT PILGRIMAGE VALUES:

- Authenticity and creative curation in all aspects including the unique features of The Park at Harlinsdale
- Serving as a musician's and taste-maker's festival with the town setting serving as the perfect backdrop
- Franklin and regional culture, heritage and roots in arts, craftsmanship and music
- Showcase for authentic local and regional food operators; and craft and boutique beer and spirit producers
- Working closely with the people who keep the wheels of Franklin and Williamson County turning: the Mayor and Aldermen; Convention Bureau; Fire, Police, and Health Departments; and Traffic Management, to name a few
- Partnership with a reputable production company that brings 3-dimensional booking, production, and marketing experience to the table
- Develop stakeholders and evangelists out of our patrons
- Convenience of VIP parking on-site and good ingress and egress to The Park at Harlinsdale for foot traffic and shuttles from remote parking lots.
- Managing crowd size in our first years so that everyone has a great experience and that the impact on Harlinsdale Farm and Franklin is positive
- Driving patrons to local hotels, restaurants, venues and stores
- Creating win/win relationships with a small group of sponsors
- Exceeding expectations with a great return on ticket and concessions pricing
- Applying sustainable and eco-friendly practices in all aspects of Pilgrimage
- Build trust and respect in the community by being a citizen and thinking long term



# THE BAZAAR

**HANDCRAFTED  
FARE AND WARES**

*In the midway of Pilgrimage, festival-goers will find the Bazaar, a marketplace inspired by the Jazz and Heritage Festival of New Orleans, that will feature what Franklin, Williamson County, and the region are known for. Local restaurants will sell individual portions of their signature dishes, while the local antiques dealers and artisans will showcase their wares and products. Chefs and local farmers will be on hand to conduct demonstrations, serving to familiarize festival-goers with the unique stores and products that Franklin offers throughout the year. The midway of the Bazaar and the Harlinsdale main horse stables will feature a wine, spirits and beer garden with the finest local products.*

- Marketplace for artwork and wearables
- Local & regional restaurants selling greatest hits
- Artisans & craftsmen demonstrating local crafts

- Local & regional wine, beer & spirits showcased
- Sponsor activation of food and beverage demonstrations, sampling and selling

## ARTIST-CLOTHING - JEWELRY

**Imogene & Willie**  
**Otis James**  
**Prophetik**  
**Billy Reid**  
**David Arms/David Arms Gallery**  
**Gallery 202/Kelly Harwood**  
**Avec Moi**  
**Made South**  
**Cooper Fox**  
**Philosophy**



# CUISINE | LIBATIONS

IN THE BAZAAR

A GENERAL SAMPLE OF LOCAL AND REGIONAL FAVORITES.

## FRANKLIN

Puckett's  
Puckett's Boathouse  
Gray's on Main  
55 South

Red Pony  
Merridee's Bread Basket  
Mack and Kate's  
Sopapilla's  
Sperry's

## NASHVILLE AREA

Pinewood Social  
Loveless Cafe  
Urban Grub  
Hattie B's  
Frothy Monkey

Husk  
Mas Tacos Por Favor  
Edley's Bar-B-Que  
Jeni's Ice Cream  
Josephine  
Capitol Grille

## FOOD TRUCKS

The Grilled Cheeserie  
Riff's Fine Street Food  
Biscuit Love Truck  
Julia's Sweet Truck

Crepe A Diem  
YaYo's OMG  
I Dream of Weenie  
Retro Sno  
Smoke Et Al



# MAPS & DEMOGRAPHICS

## Quick Facts:

### Population

Franklin, TN (2012): 66,280

Median Income: \$83,365

### Population

Williamson County, TN: 198,901

Median Income: \$91,146

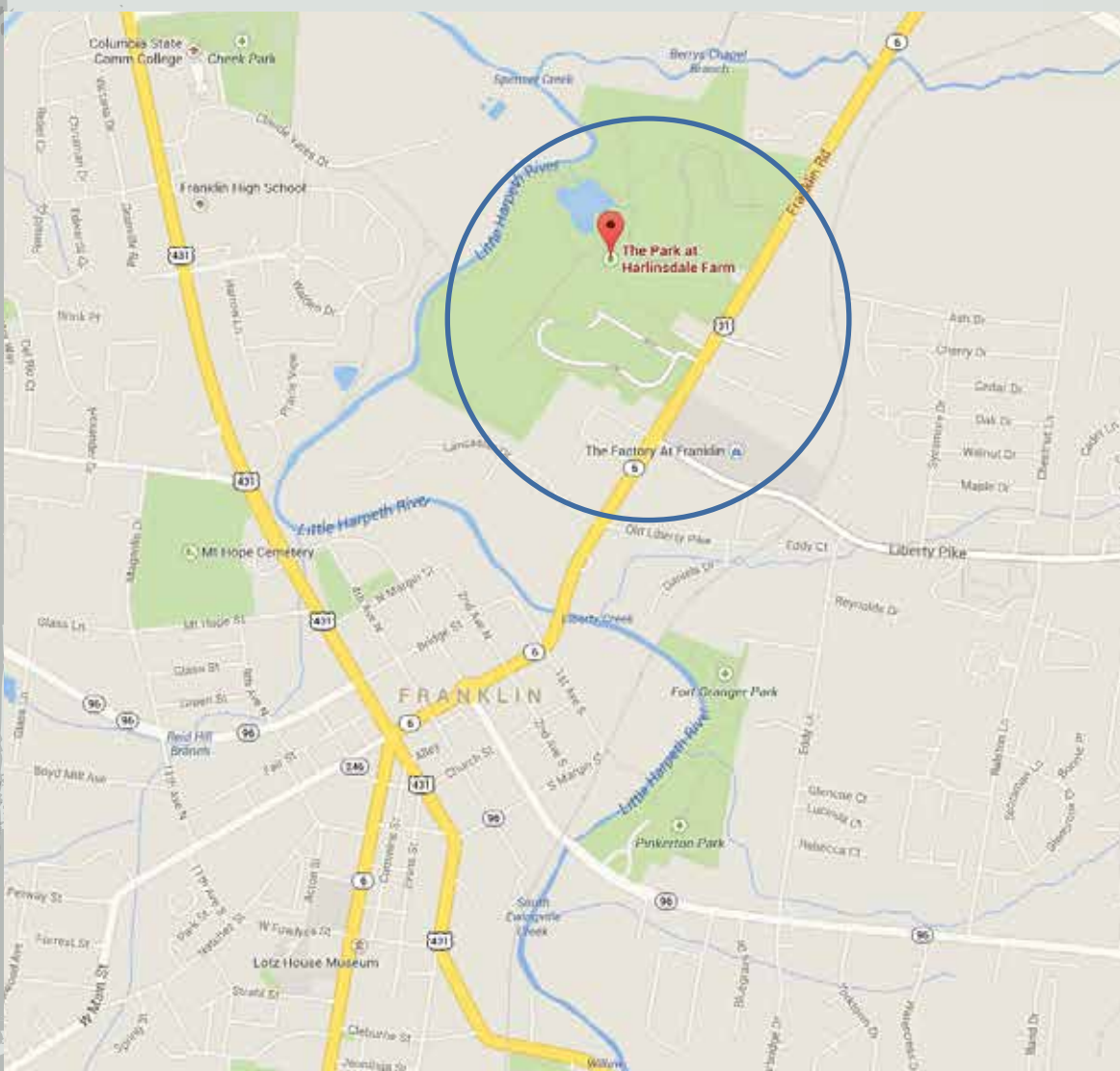
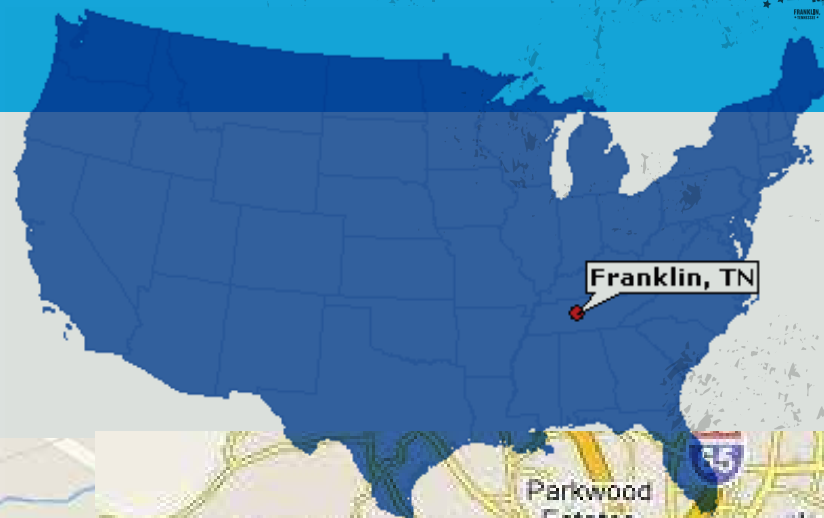
### Population

Greater Nashville, TN: 1,876,933

Median Income: \$45,063

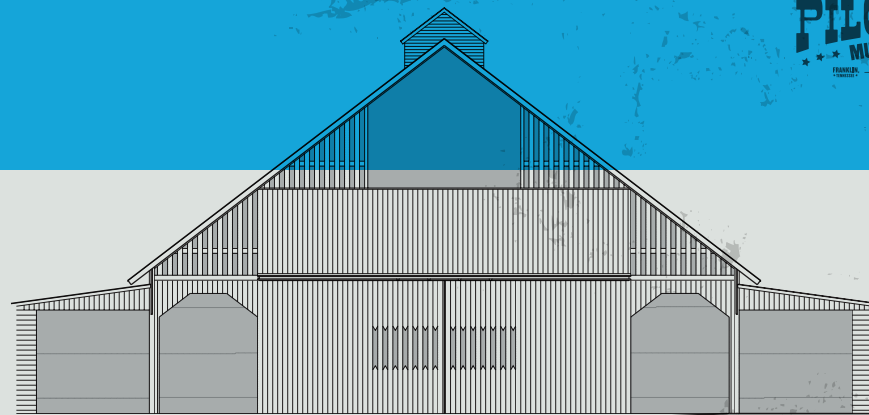
**Distance from Nashville to Franklin: 22 miles**

**Distance from I-65 to Harlinsdale Farm: 3.5 miles**



# HARLINSDALE BARNs | VENUES

**PILGRIMAGE**  
MUSIC & CULTURAL  
Festival



# PILGRIMAGE FOUNDERS

## **W. BRANDT WOOD** **NEW ORLEANS/DALLAS**

Over 20 years experience in creating, developing and operating entertainment and hospitality companies. Wood was President of The Entertainment Collaborative for over 10 years, owning and running 14 properties, including the venues Trees and Gypsy Tea Room. Wood co-developed the national live music program at Harrah's Entertainment with C3 Presents and has festival production credits that include Trees Outdoor Music Festival, Dallas 2000 and 2001, and Live at the Drive-In Music Series with Jimmy Buffett which broadcast the show live to 87 drive-ins around the country from his own drive-in, Coyote Drive-in, in Fort Worth, Texas. Wood also currently operates Woodhouse, LLC in Dallas that is developing projects for the Dallas Cowboys at AT&T Stadium.

## **KEVIN GRIFFIN** **NEW ORLEANS/FRANKLIN**

Kevin Griffin has enjoyed a twenty plus year career in the entertainment industry. As the singer and songwriter of multiplatinum, New Orleans based act Better Than Ezra, Kevin has gained invaluable experience in the music business from recording to touring to production. Kevin is also a go-to hit songwriter and producer for some of today's hottest acts including: Sugarland, Taylor Swift, Christina Perri, and more. Whether working at his studio in Franklin, TN or traveling to LA or London, Kevin continues to work with the most successful labels, management, and agencies in the music world.

## **MICHAEL WHELAN** **NEW ORLEANS**

Steeped in business management, finance and marketing, Whelan has global operational and capital expertise from New York to New Orleans. He spent 12 years building a global commodities warehousing business that was registered by the London Metal Exchange for storage of non ferrous metals traded on the exchange. In 2009 the business was sold to Goldman Sachs and Michael agreed to stay on through 2013. Today he is in the early phase of starting a new company that will focus on commodity finance and warehousing. Michael has experience in the not for profit foundation space having been a founding board member for Sean Payton's Play It Forward Foundation and the Better Than Ezra Foundation. He was directly involved in the creation of both foundation's signature fund raising events.

## **PILGRIMAGE PRODUCTION PARTNER:** **HUKA ENTERTAINMENT** **NEW ORLEANS/WORLDWIDE**

Founded in 2004, New Orleans-based HUKA Entertainment is an industry leader in custom event planning and execution. HUKA has established itself as a national competitor in the live event space by producing unique experiences of varying size, type and scale, including award-winning festivals. Its festival credits include Hangout Music Festival (Gulf Shores, AL), Buku Music & Arts Project (New Orleans, LA), Tortuga Music Festival (Ft. Lauderdale, FL), and Pemberton Music Festival (Pemberton, British Columbia, Canada).

# PILGRIMAGE

MUSIC & CULTURAL

*Festival*

FRANKLIN,  
★ TENNESSEE ★

★ THE PARK AT  
HARLINSDALE ★



**SHOWING**

**Rock and Roll | Jazz | Blues | Country  
Bluegrass | Zydeco | Southern Gospel**

**ARTISTS TO BE ANNOUNCED** **SPRING 2015**

**LIVE on STAGE**

**10<sup>AM</sup> *til* 7:30<sup>PM</sup>**

*make your pilgrimage*

*to see our ONE-OF-A-KIND*

**PILGRI-mash  
UPS**

♦♦♦♦♦ *the best of the LAND* ♦♦♦♦♦  
♦♦ *the PEOPLE and the CULTURE* ♦♦

**The BAZAAR**  
handcraft wares and fare

**FOR YOU AND FOR YOUR**  
*Little Pilgrims*

**BEER GARDEN**

**craft wine  
& spirits**

*Mountain Handmades*

**CHEFS, COOKS & FOOD CRAFT**

**at THE PARK AT HARLINSDALE**  
*in historic* **Franklin, Tennessee**

**SEPT 26 & 27 2015**

*general admission  
DAY PASSES and VIP tickets  
on-site PARKING  
and SHUTTLES available*

**GET TICKETS  
& INFO**

**[pilgrimagefestival.com](http://pilgrimagefestival.com)**

**SPONSOR LOGOS HERE**

**COOPERATION AGREEMENT  
FOR REDDICK STREET APARTMENTS  
Franklin Housing Authority  
COF Contract 2014-0226**

THIS COOPERATION AGREEMENT (the “**Agreement**”) entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the FRANKLIN HOUSING AUTHORITY (herein called the “**Local Authority**”) and the CITY OF FRANKLIN, TENNESSEE (herein called the “**Municipality**”) in connection with the Payment in Lieu of Taxes for the Project described below.

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
  - a. The term “**Project**” shall mean the Reddick Street Apartments, a 64 unit multi-family apartment project developed on approximately 7.19 acres of land located at 157 Strahl Street, which will be rented to individuals with incomes of less than sixty percent (60%) of the area median income for Williamson County, Tennessee MSA (as published annually by the U.S. Department of Housing and Urban Development) (the 60% AMI threshold shall be referred to herein as the “**Income Requirement**”). The Project is restricted under government regulations pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, which is located on real property leased from the Local Authority pursuant to a ground lease that complies with, among other things, the applicable Qualified Allocation Plan of the Tennessee Housing Development Agency (the “**THDA**”); such Project having been determined by the Local Authority to be in furtherance of its public purposes.
  - b. The term “**Taxing Body**” shall mean the State or any political subdivision or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Project if it were not exempt from taxation.
  - c. The term “**Shelter Rent**” shall mean the total of all charges to all tenants of the Project for dwelling rents and non-dwelling rents (excluding all other income of the Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

- d. The term “**Blighted Area**” shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority has secured low income housing tax credits or equivalent governmental financing from the THDA covering a portion of the construction of the Project in order to develop or acquire and administer the Project. The obligations of the parties hereto shall apply to the Project.

3.

- a. Under the constitution and statutes of the State of Tennessee, the Project is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to the Project, so long as either (i) the Project is leased or owned by the Local Authority, or (ii) any contract between the Local Authority and the United States Government or the State of Tennessee, or any agencies thereof (the “**Government**”) for loans or annual contributions, or both, in connection with the Project remains in force and effect, or (iii) any bonds issued in connection with the Project or any monies due to the Government in connection with the Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon the Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called Payments in Lieu of Taxes) in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to the Project.
- b. Each such annual Payment in Lieu of Taxes (“**PILOT**”) shall be made following the end of the fiscal year established for the Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to the Project during such fiscal year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower. A copy of the certified audit shall accompany the PILOT submittal, which shall be submitted no later than sixty (60) days after HUD accepts the audit.
- c. No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have

been paid to the Municipality for such year if the Project were not exempt from taxation.

- d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against the Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of the Project and continuing so long as either (i) the Project is leased or owned by a public body of a governmental agency and is used for low or moderate income housing purposes, or (ii) any contract between the Local-Authority and the Government for loans, or both, in connection with. the Project remains in force and effect, or (iii) any bonds issued in connection with the Project or any monies due to the Government in connection with the Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of the Project (other than the Payments in Lieu of Taxes) shall:

- a. Furnish or cause to be furnished to the Local Authority and the tenants of the Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
- b. Vacate such streets, road, and alleys within the area of the Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated area; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;
- c. Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of the Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of the Project as are reasonable and necessary for the development and protection of the Project and the surrounding territory;
- d. Accept grants or easements necessary for the development of the Project; and,

- e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with tile new development and administration of the Project.

5. In respect to the Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:

- a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of the Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
- b. It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding the Project or as necessary to provide adequate access hereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and,
- c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to the Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of the Project, the Local Authority incurs any expense to obtain , such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to the Project or any other low-rent housing projects owned or operated by the Local Authority.

7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to the Project covered by this Agreement.

8. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with the Project remains in force and effect, or so long as any bonds issued in connection with the Project or any monies due to the Government in connection with the Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the

consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project so long as the beneficial title to the Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low rent housing projects and the Income Requirement remains in effect. If at any time beneficial title to, or possession of, the Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including the Government.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written,

**CITY OF FRANKLIN, TENNESSEE**

By: \_\_\_\_\_

Dr. Ken Moore, Mayor

Attest:

By: \_\_\_\_\_

Eric S. Stuckey, City Administrator

APPROVED AS TO LEGALITY OF  
FORM AND COMPOSITION:

\_\_\_\_\_  
Attorney for Municipality

**FRANKLIN HOUSING AUTHORITY**

By: \_\_\_\_\_

\_\_\_\_\_, Chair

Attest:

\_\_\_\_\_  
Derwin Jackson, Secretary

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

**Contract Number: 2014-0154**

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

**WITNESSETH:**

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

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

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

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

**SECTION 1 - SCOPE OF SERVICES**

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

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

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

## **SECTION 2 - RESPONSIBILITIES OF PARTIES**

- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.
- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- C. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- D. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this Contract.

## **SECTION 3 – COMPENSATION**

THE ORGANIZATION will receive up to Sixty-Five Thousand Seventeen and No/100 Dollars (**\$65,017.00**) for the services outlined above and contained in Exhibit A from the approved Community Development Block Grant program for eligible expenses.

## **SECTION 4 – TIME OF PERFORMANCE**

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

## **SECTION 5 - PAYMENT TERMS AND CONDITIONS**

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

## **SECTION 6 - NOTICES**

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

**Vernon J. Gerth  
City Hall  
City of Franklin  
109 3<sup>rd</sup> Avenue South  
Franklin, TN 37064**

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

## **SECTION 7 - PROGRAM PROCEEDS**

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

## **SECTION 8 - REVERSION OF ASSETS.**

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

## **SECTION 9 - STANDARD TERMS AND CONDITIONS**

### **A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS**

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

### **B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY**

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation

in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

**C. AUDIT REQUIREMENTS**

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

**D. CONFLICT OF INTEREST**

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

**E. PROCUREMENT STANDARDS AND METHODS**

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

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

**F. VENUE**

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

**G. ASSIGNMENT**

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

**H. ENTIRE CONTRACT AND MODIFICATION**

The Contract between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of this Contract may not be changed except by an amendment expressly referencing this Contract by section number and signed by an authorized representative of each party.

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

**I. SEVERABILITY**

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

**J. TIME OF THE ESSENCE**

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

**K. NO TAXES, NO INTEREST PAYMENTS**

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

**L. WAIVER**

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

**M. TERMINATION**

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

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

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

**THE CITY OF FRANKLIN**

By: \_\_\_\_\_  
**Dr. Ken Moore, Mayor**

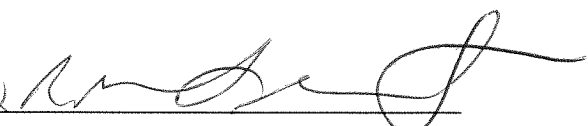
**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey, City Administrator**

**Approved as to Form:**

\_\_\_\_\_  
**Kristen Corn, Staff Attorney**

**Hard Bargain Association:**

By:   
Its: **Brant Bousavet**  
**Executive Director**

## **Exhibit A**

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

## Hard Bargain Planned Unit Development (PUD)

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

## **Exhibit B**

LEGEND

- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- EXISTING FENCE
- EXISTING SANITARY SEWER LINE
- EXISTING GAS LINE
- EXISTING STORM SEWER LINE
- EXISTING WATERLINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING TREELINE
- EXISTING BUILDING
- IRON P.N. (O)
- EXISTING MANHOLE
- EXISTING STORM WET/CATCH BASIN
- EXISTING UTILITY POLE W/ GUY WIRE
- EXISTING GAS VALVE/METER
- EXISTING WATERLINE VALVE
- EXISTING WATLOX
- EXISTING TREE
- PROPOSED PROPERTY LINE
- IRON P.N. (NEW) 5/8"x10" REBAR W/ PLASTIC CAP
- PROPOSED EASEMENT
- PROPOSED SAN. BUILDING SETBACK LINE
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER STRUCTURES
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED OPEN SPACE
- O.S.E.
- PROPOSED STREET ADDRESS

| LINE DATA TABLE |               |          |
|-----------------|---------------|----------|
| LINE #          | BEARING       | DISTANCE |
| L1              | N 84°06'14" E | 16.50'   |
| L2              | N 84°06'14" E | 25.22'   |
| L3              | N 57°46'50" E | 16.64'   |
| L4              | N 84°06'14" E | 12.71'   |
| L5              | N 84°06'14" E | 13.51'   |
| L6              | S 69°33'59" E | 16.64'   |
| L7              | S 69°33'59" E | 5.15'    |
| L8              | S 62°54' E    | 11.75'   |
| L9              | N 62°54' W    | 15.93'   |
| L10             | S 84°06'14" W | 1.87'    |
| L11             | N 62°54' W    | 23.11'   |
| L12             | N 83°20'24" E | 1.87'    |
| L13             | S 62°54' E    | 23.14'   |
| L14             | N 84°06'14" E | 30.34'   |

| CURVE DATA TABLE |        |        |           |
|------------------|--------|--------|-----------|
| CURVE #          | LENGTH | RADIUS | DELTA     |
| C1               | 1.38'  | 3.00'  | 28°19'25" |
| C2               | 1.38'  | 3.00'  | 28°19'47" |
| C3               | 3.30'  | 3.00'  | 83°05'08" |
| C4               | 7.02'  | 4.50'  | 89°24'51" |
| C5               | 16.60' | 10.50' | 90°35'09" |
| C6               | 16.39' | 10.50' | 89°24'51" |
| C7               | 16.48' | 10.50' | 89°49'19" |
| C8               | 16.53' | 10.50' | 89°10'41" |
| C9               | 21.07' | 13.50' | 89°24'51" |

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME, STREET NAMES, AND ADDRESSING.

Subdivision Name and Street Names Approved by the Williamson County Executive: \_\_\_\_\_

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that the above described land is owned by \_\_\_\_\_, and that the same is being subdivided into \_\_\_\_\_ lots, and that the same are being offered for sale to the public.

CERTIFICATE OF SURVEY

I, \_\_\_\_\_, Surveyor for the State of Tennessee, do hereby certify that the above described land is owned by \_\_\_\_\_, and that the same is being subdivided into \_\_\_\_\_ lots, and that the same are being offered for sale to the public.

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS

I, \_\_\_\_\_, Engineer, do hereby certify that the above described land is owned by \_\_\_\_\_, and that the same is being subdivided into \_\_\_\_\_ lots, and that the same are being offered for sale to the public.

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND SIDEWALKS

I, \_\_\_\_\_, Engineer, do hereby certify that the above described land is owned by \_\_\_\_\_, and that the same is being subdivided into \_\_\_\_\_ lots, and that the same are being offered for sale to the public.

FINAL SUBDIVISION PLAT

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

CEC #131-953

SHEET # OF 1

HARD BARGAIN MT. HOPE SUBDIVISION

CITY OF FRANKLIN # 2833

SCALE: 1" = 30'

DATE: 08/05/13

ACRES NEW STREETS: .024

CLOSURE ERROR: .110,000

DATE: 08/05/13

WICINITY MAP

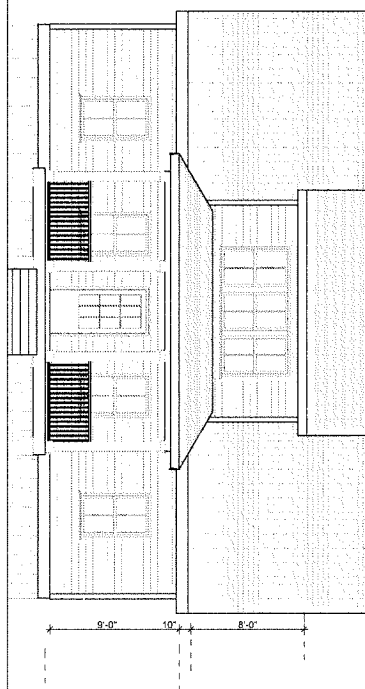
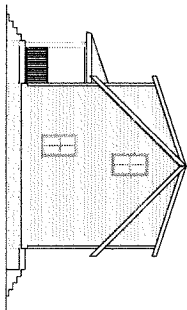
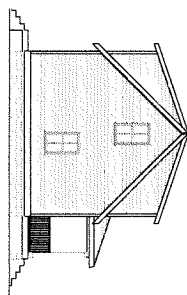
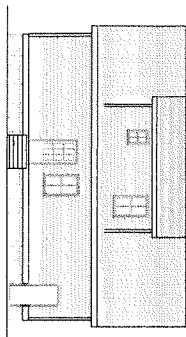
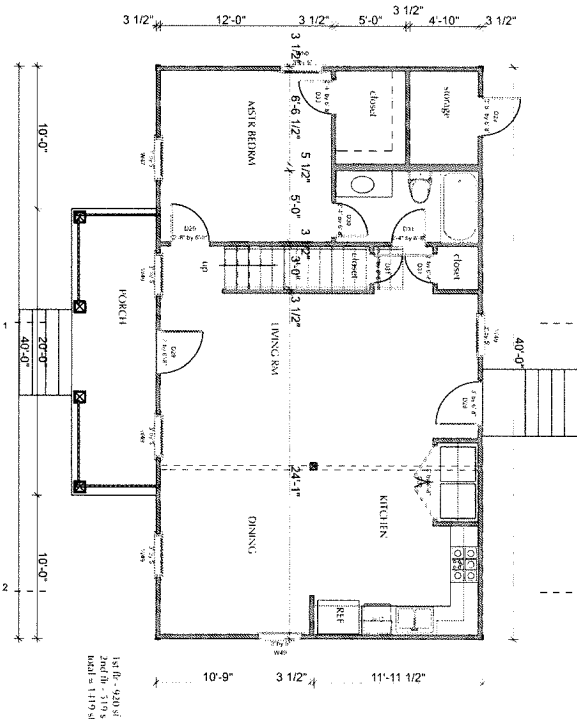
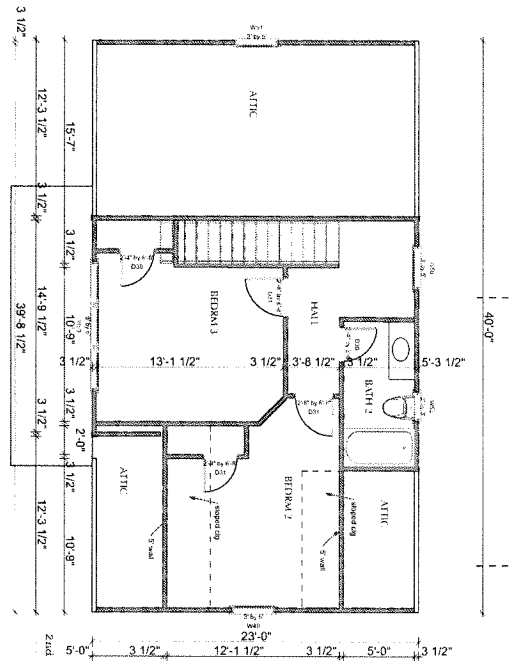
N.T.S.

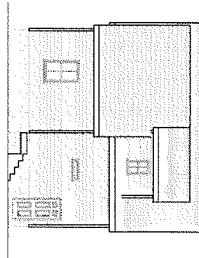
GENERAL NOTES

1. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
2. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
3. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
4. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
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6. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
7. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
8. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
9. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
10. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.
11. THE SUBDIVISION IS SHOWN AS A 100' WIDE RIGHT-OF-WAY.

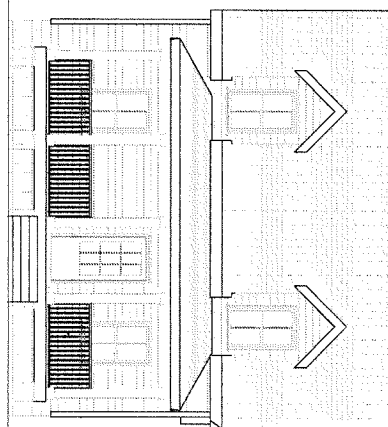
| LOT # | LOT SIZE | ACRES  | OWNER |
|-------|----------|--------|-------|
| 1     | 0.0000   | 0.0000 | OWNER |
| 2     | 0.0000   | 0.0000 | OWNER |
| 3     | 0.0000   | 0.0000 | OWNER |
| 4     | 0.0000   | 0.0000 | OWNER |
| 5     | 0.0000   | 0.0000 | OWNER |
| 6     | 0.0000   | 0.0000 | OWNER |



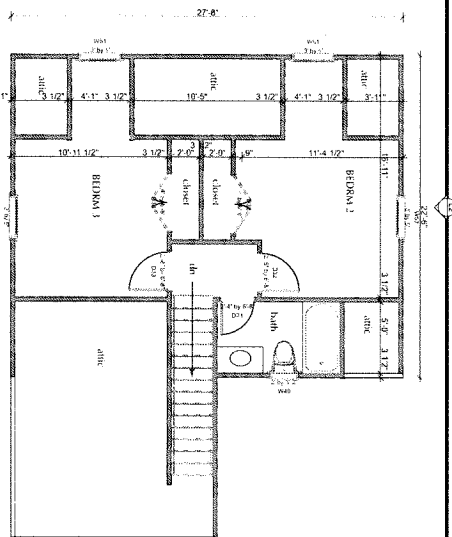




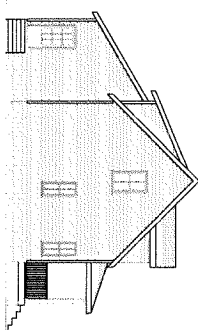
6 REAR HOUSE 2



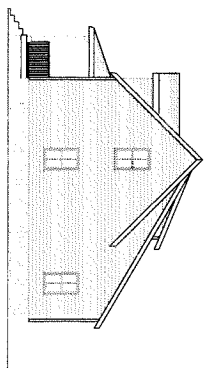
3 FRONT HOUSE 2



2 2ND FLR PLAN

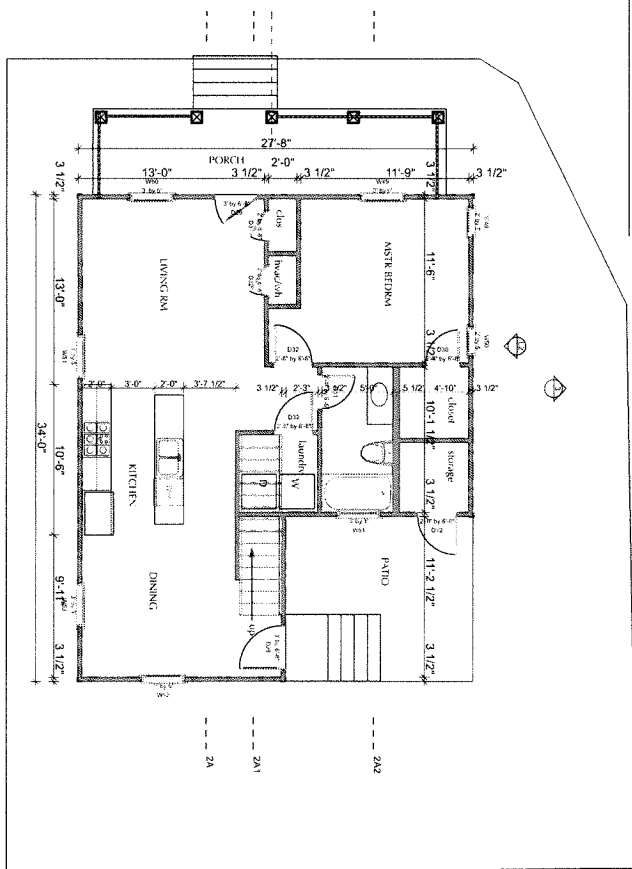


4 LEFT HOUSE 2



5 RIGHT HOUSE 2

| FLOOR AREA FLR AREA HOUSE 2 |           |             |
|-----------------------------|-----------|-------------|
| 1ST                         | Zone Name | 760 Area    |
| 2nd                         |           | 422         |
|                             |           | 1,182 sq ft |



1 1ST FLOOR PLAN

## Rebuild of Residence

Noel Jones  
5304 Old Harding Rd  
Franklin, TN 3064



QUIRK DESIGNS

2931 BERRY HILL DRIVE  
SUITE 200  
NASHVILLE, TN 37204  
Phone: (615) 255-9249 Fax: (615) 627-1258  
email: quirkdesigns@comcast.net

DATE: 5/11/14

REVISION

PROJECT NO: 14-014

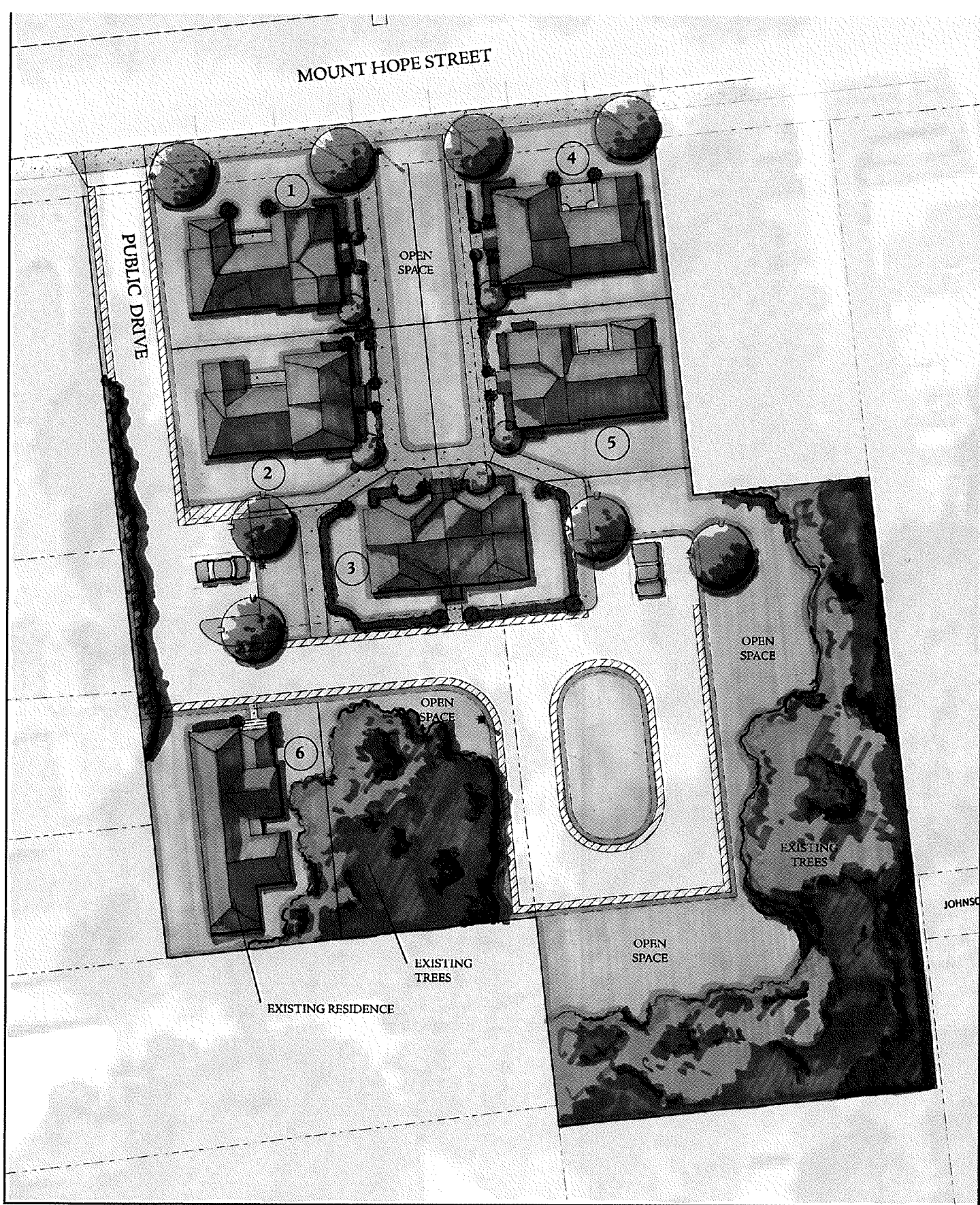
COPYRIGHT 2007

QUIRK DESIGNS

HOUSE 2

A2

SHEET 2

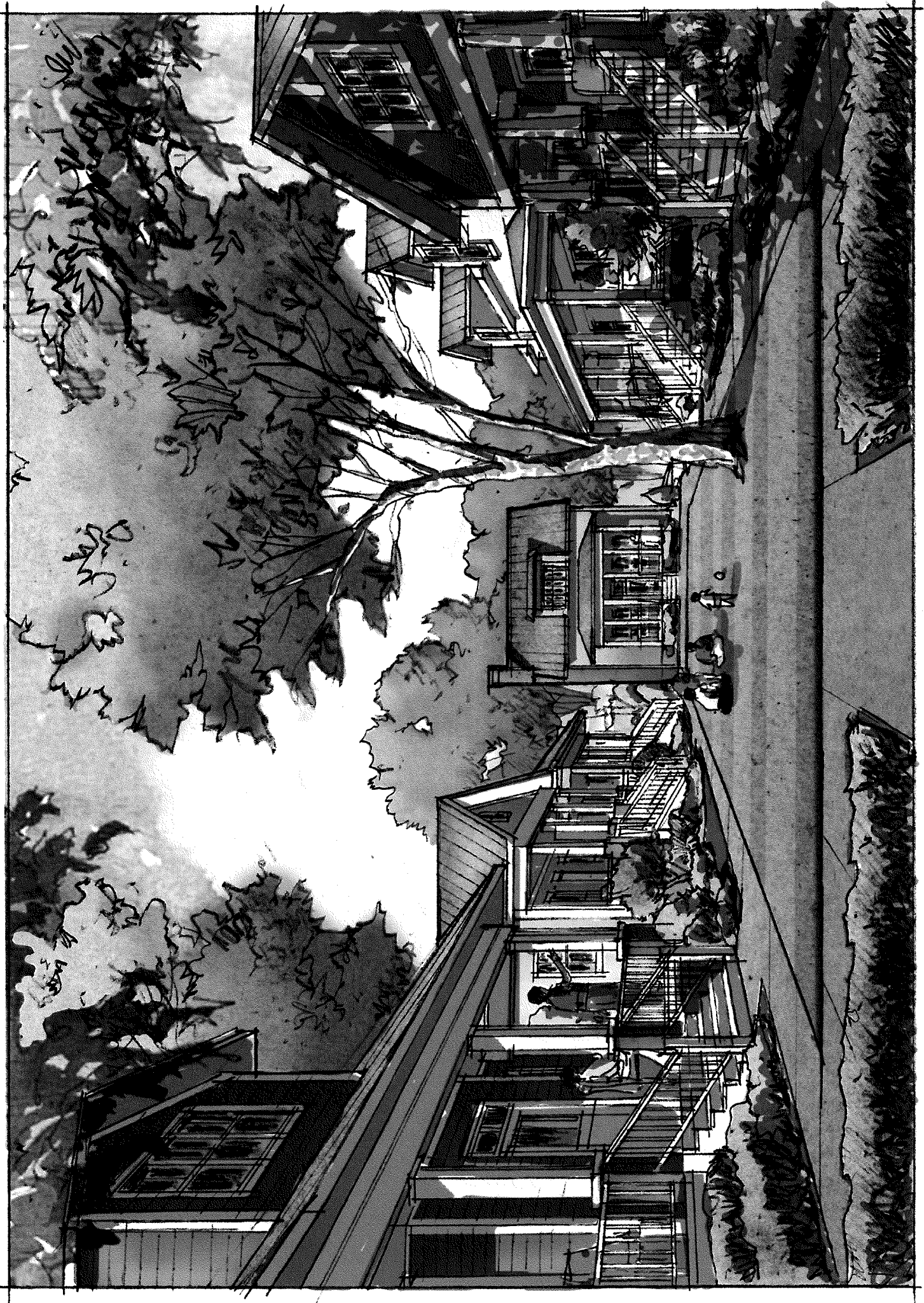


PUD MASTER PLAN

DATF:  
SCALE: 1" = 10'

**HARD BARGAIN**  
MOUNT HOPE STREET  
FRANKLIN, TN

theaddisongroup  
ARCHITECTS  
theaddisongroup.com  
615.443.7941





## **CORPORATE RESOLUTION**

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

Agreed to by the Hard Bargain Association Board of Directors by recorded vote on the 18<sup>st</sup> day of August 2014.

*Toni Scurggs*

Toni Scurggs, Secretary  
Hard Bargain Association  
Board of Directors

*8/18/2014*

Date

RESOLUTION NO. 2014-78

TO BE ENTITLED: "A Resolution to Submit an Application to the Nashville Area Metropolitan Planning Organization and the Tennessee Department of Transportation for the 2014 Multimodal Access Grant Program."

WHEREAS, the Multimodal Access Grant administered through the Nashville Area Metropolitan Planning Organization (MPO) is a new state-funded program created to support the transportation needs of transit users, pedestrians and bicyclists through infrastructure projects that address existing gaps along State Routes; and

WHEREAS, the City of Franklin recently completed the construction of sidewalks along Murfreesboro Road (SR-96), from the Harpeth River Bridge to Pinkerton Park, which allows downtown residents and visitors to safely walk to Pinkerton Park; and

WHEREAS, the Tennessee Department of Transportation (TDOT) recently completed, as a part of the Mack Hatcher Parkway (SR-397) Northeast Widening Project, a multiuse path From Murfreesboro Road (SR-96) to approximately 1,300 feet west of Franklin Road (SR-6/US-31); and

WHEREAS, the City of Franklin seeks to apply for a 2014 Multimodal Access Grant in order to fund the completion of the sidewalk along Murfreesboro Road (SR-96) between Pinkerton Park and Mack Hatcher Parkway (SR-397); and

WHEREAS, on March 13, 2014, the City of Franklin Board of Mayor and Aldermen (BOMA) approved Resolution 2014-13, which provided funding for the FY 2014-2018 Capital Investment Program (CIP), including \$550,300.00 for the construction of sidewalk along Murfreesboro Road (SR-96), from Pinkerton Park to Mack Hatcher Parkway (SR-397); and

WHEREAS, Multimodal Access Grant projects are State funded at ninety-five percent (95%) with a required local match of five percent (5%); and

WHEREAS, the City of Franklin will be responsible for the five percent (5%) local match and for the administration of this project if awarded.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City of Franklin City Administrator and designated Staff are authorized to sign and submit the required application for the 2014 Multimodal Access Grant Program to the Nashville Area MPO and to the TDOT that, if awarded, would fund completion of a sidewalk from Pinkerton Park to Mack Hatcher Parkway (SR-397), allowing residents and visitors to safely walk along Murfreesboro Road (SR-96) to and from downtown Franklin, Pinkerton Park, local commercial/retail areas, and the recently completed multiuse path along Mack Hatcher Parkway (SR-397).

IT IS SO RESOLVED AND DONE on this \_\_\_\_ day of \_\_\_\_\_ 2014

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: \_\_\_\_\_  
ERIC S. STUCKEY  
City Administrator

By: \_\_\_\_\_  
DR. KEN MOORE  
Mayor

Approved as to Form

By: \_\_\_\_\_  
Kristen L. Corn  
Staff Attorney



ATTORNEYS AT LAW

401 COMMERCE STREET  
SUITE 720  
NASHVILLE, TN 37219-2449  
(615) 244-9270  
FAX 615-256-8197

**DOUGLAS BERRY**  
Direct Dial 615-744-8620  
Direct Fax 615-744-8635  
dberry@millermartin.com

October 21, 2014

Russell Truell  
Secretary  
City of Franklin Tennessee Public Building Authority  
109 Third Avenue South  
Franklin, TN 37064

RE: Conflict Waiver: Representation of the City of Franklin Public Building Authority in  
Modification of Loan Agreement with the City of Franklin

Dear Mr. Truell:

This letter is to request a waiver of a possible conflict related to our Firm's proposed representation of the Public Building Authority of the City of Franklin, Tennessee ("PBA") in connection with an amendment to a loan agreement with the City of Franklin ("City"), which was funded by a \$20 million dollar bond issue by the PBA in 2007. Douglas Berry of our Nashville office was formerly the City attorney and has been attorney for the PBA since 2007. The Firm continues to represent the City in condemnation litigation. This Firm has also represented Regions Bank ("Bank"), the trustee of the bond indenture, in a number of transactions unrelated to this transaction.

Under the Tennessee Rules of Professional Conduct, which apply to all Tennessee lawyers, neither the Firm nor any of its lawyers may be adverse to a current client, even on an unrelated matter without the informed consent of each affected client. This means that we must explain to the City, the Bank, and the PBA the material risks and reasonably available alternatives of consenting and that we cannot proceed with the proposed representation of the PBA in the above transaction unless the PBA, the Bank, and the City consent.

In deciding whether to consent, the PBA should consider how our representation of the City and the Bank in other matters described above could or might affect the PBA. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that their attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them due to the conflict. In the present case, I personally do not believe that there is a material risk of either type. As you know, this Firm's representation of the City has been limited to representing the City in condemnation litigation, which is completely unrelated to the transaction with the PBA. This Firm's representation of the Bank has been in completely unrelated transactions. For

Russell Truell  
October 21, 2014  
Page 2

these reasons, we do not believe that there is any material risk that our commitment and dedication to the PBA will be adversely affected.

If the PBA consents to the requested waiver and the amendment to the loan agreement is completed, our Firm would decline to represent either the PBA, the City, or the Bank in any future dispute related to the loan agreement.

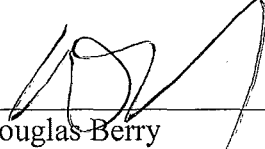
If you have any questions you would like us to answer prior to reaching a decision on this request, please let us know. Otherwise, if the PBA is willing to consent after appropriate review, please confirm such by executing this letter where provided below and returning a copy to me.

We appreciate your consideration of this request.

Sincerely yours,

**MILLER & MARTIN, PLLC**

By:

  
Douglas Berry

DB/lm

Waiver and Consent

Being authorized to grant such a waiver and consent, the undersigned waives the conflict of interest and consents to the representations described above.

City of Franklin Public Building Authority

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_