



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, October 14, 2014

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [14-475](#) Video Presentation: a) Unsolved Homicide - Peggy Cox b) 150th Commemoration

Sponsors: Milissa Reiersen, Lisa Clayton and Deb Faulkner
2. [14-472](#) Consideration Of Sanitary Sewer Extension Agreement (COF Contract No 2014-0185) Between The City Of Franklin, Real Estate Solutions Group, LLC And Crescent Helm, LLC. (10/14/14 WS)

Sponsors: Paul Holzen
Attachments: [COF 2014-0185 - Sewer Agreement Map](#)
[COF 2014-0185 - Sewer Agreement](#)
[COF 2014-0185 - Exhibit A](#)
3. [14-494](#) Consideration of Resolution 2014-72, a Resolution Rejecting the September 17, 2014 Construction Bid for the 3rd Avenue North Trail/Greenway Project (TDOT Pin 109424.00, COF Contract 2012-0069) (10/14/14 WS)

Sponsors: Paul Holzen
Attachments: [RES 2014-72 3rd Ave Train Rejection - LA](#)
4. [14-471](#) Presentation And Status Update Of The Comprehensive Transportation Network Plan Project

Sponsors: Paul Holzen and Catherine Powers
Attachments: [BOMA Update Presentation 101414](#)

5. [14-467](#) Consideration of Resolution 2014-73, A Resolution Declaring the Intent of the City of Franklin to Act As A Governmental Pass-Through Entity for the Lovell Tract Land Acquisition Project as Requested by the Civil War Preservation Trust. (10/14/14 WS)

Sponsors: Eric Stuckey

Attachments: [aa2 2014-73 Lovell Tract at Franklin Battlefield CWT request for pass through fi](#)
[aa3 Pass Through Request- Lovell.pdf](#)
[aa4 Hawke, Paul 10-2014.docx](#)
[aa6 Lovell Map Update.pdf](#)
[aa005 sf 424.pdf](#)

6. [14-427](#) PUBLIC HEARING: Resolution 2014-68, To Be Entitled, "A Resolution Approving A Development Plan Revision For The Ovation PUD Subdivision, Located At Southeast Corner Of East McEwen Drive And Carothers Parkway, By The City Of Franklin, Tennessee." (10/14/14 WS)

Sponsors: Ald. Ann Petersen

Attachments: [4645 Ovation DP, Rev 1 Map](#)
[4645 Conditions of Approval 01](#)
[Res 14-68 4645 Ovation PUD DP Rev 1](#)
[14066 Ovation Final PUD Dev Plan Submittal Doc 14-09-04](#)
[Original Development Plan](#)
[Ovation Pattern Book](#)

Legislative History

9/25/14 Franklin Municipal Planning Commission referred to the Work Session

7. [14-465](#) Consideration Of Bid Award To Justin Stelter Of Franklin, TN In The Total Amount Of \$40,464.70 For Tree Supply, Planting And Related Contract Services, Including A 12-Month Maintenance And Guarantee, At Eastern Flank Battlefield Park, Ft. Granger And Pinkerton Park For The Parks Department (Purchasing Office Procurement Solicitation No. 2015-010; To Be Funded By The Tree Bank Reserve; Contract No. 2014-0262) (10/14/14 WS)

Sponsors: Lisa Clayton

Attachments: [2015-010 Bid Tab 2014.10.02.1119](#)
[2014-0262 Procurement Agreement, signed for vendor, with all attachments exc](#)

8. [14-481](#) Consideration of Resolution 2014-74 To Adopt A Pension Funding Policy.
(10/14/14 WS)

Sponsors: Russ Truell

Attachments: [City of Franklin Pension Funding Policy revised 9.19.14](#)
[Chapter 990 regarding pension funding policy](#)
[GFOA Pension Funding Policy](#)
[2014-74 Resoluton to Adopt Pension Funding Policy](#)
[ws 10 USE THIS ONE pension funding policy.pdf](#)

9. [14-495](#) Extension of the Interlocal Agreement between the City of Franklin and
Williamson County for disposal of BOPAE (Batteries, Oil, Paint,
Anti-freeze, Electronics) (10/14/14 WS)

Sponsors: Becky Caldwell

Attachments: [bb2 Addendum A BOPAE interlocal agreement](#)

10. [14-476](#) Consideration of Proposed Ordinance 2014-33, an Ordinance To Rescind
Ordinance 2008-56 and To Adopt A Revised Policy For Records
Requests. (10/28/14 BOMA) SECOND AND FINAL READING

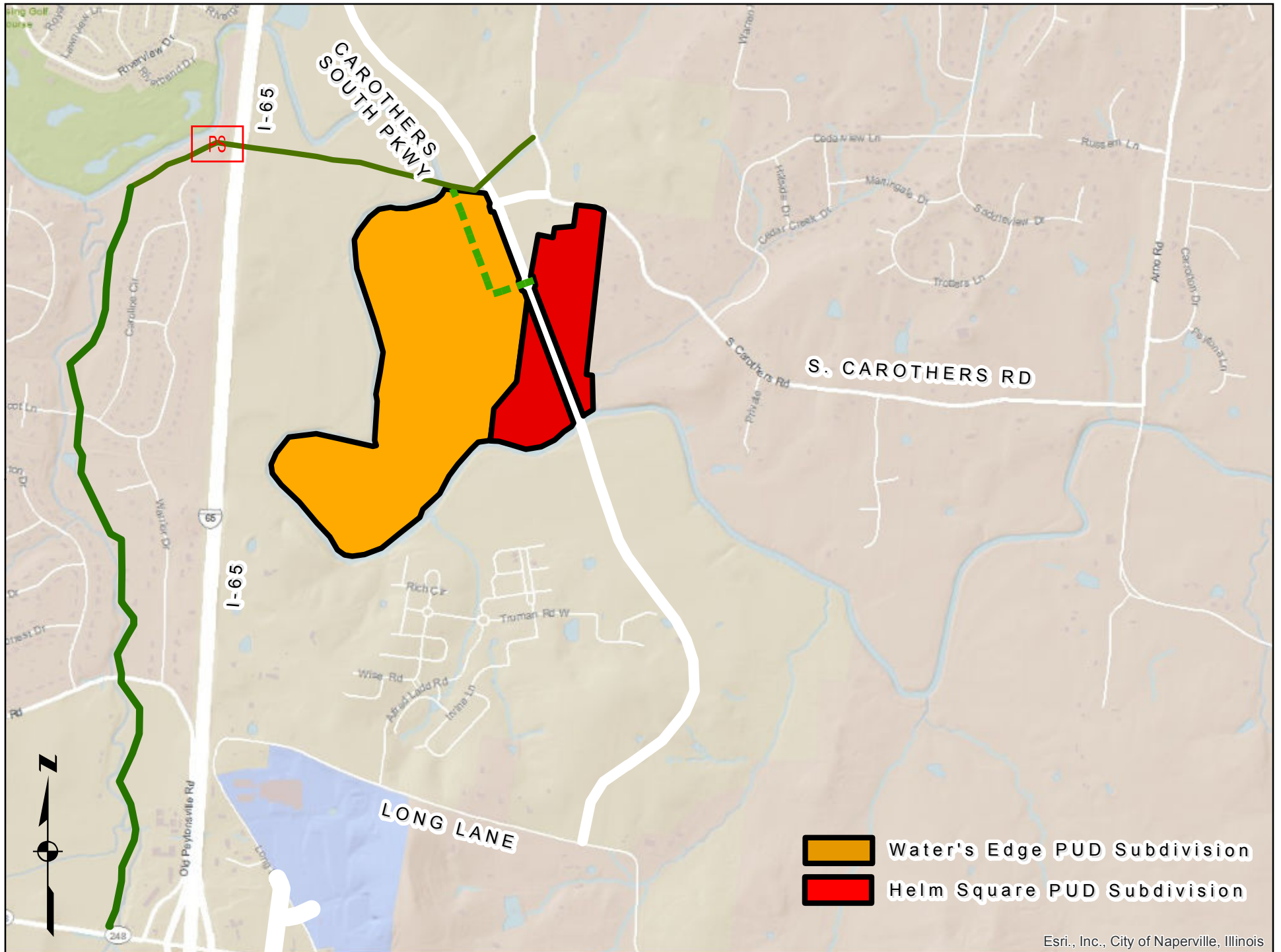
Sponsors: Kristen Corn and Lanaii Benne

Attachments: [13 2014-33 Revised policy for public records request.DOC](#)

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.



**SANITARY SEWER EXTENSION AGREEMENT BETWEEN THE CITY OF
FRANKLIN, REAL ESTATE SOLUTIONS GROUP, LLC
AND CRESCENT HELM, LLC
COF CONTRACT NO 2014-0185**

This agreement (the “Agreement”) is entered into by and among the **City of Franklin, Tennessee** (the “City”) and **Real Estate Solutions Group, LLC**, a Tennessee limited liability company (“RESG”) and **Crescent Helm, LLC**, a Delaware limited liability company (“Helm”) on this the _____ day of _____, 2014.

WHEREAS, the City’s Board of Mayor and Aldermen approved Resolution 2013-47 entitled “A Resolution Approving a Development Plan for Water’s Edge PUD Subdivision, Located at 4413 South Carothers Road, By the City of Franklin, Tennessee” at the September 10, 2013 Franklin Board of Mayor and Aldermen Meeting; and

WHEREAS, the City’s Board of Mayor and Aldermen approved Resolution 2013-18 “A Resolution Approving a Development Plan for Helm Square PUD Subdivision, Located at 4419 South Carothers Road, by the City of Franklin, Tennessee” at the June 11, 2013 Franklin Board of Mayor and Aldermen Meeting; and

WHEREAS, Helm and RESG have entered into that certain Cost Sharing Agreement pertaining to the installation of sewer mains serving their respective developments; and

WHEREAS, the City requires that Helm and RESG enter into this Agreement as a condition to proceeding with construction and construction of their respective developments.

NOW THEREFORE, the City, RESG and Helm, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. RESG and Helm agree to construct all sanitary sewer mains as shown in the plans set forth in Exhibit A attached hereto and incorporated herein by this reference (the “Sanitary Sewer Mains”). No changes to these plans shall be allowed without written approval from the City, RESG and Helm.
3. Helm shall not be allowed to start construction of their City/State approved Sanitary Sewer Mains until all offsite easements are recorded at the Williamson County Register of Deeds
4. Helm shall not be allowed to record any plats until a performance agreement has been established for all necessary offsite infrastructure.
5. Helm and the City of Franklin agree that no building permits shall be issued or applied for until the required downstream infrastructure has been installed, tested and accepted by the City of Franklin Water Management Department.
6. RESG and Helm shall be responsible for obtaining and complying with all Local, State and Federal Permits associated with the construction of their developments

7. RESG and Helm agrees to indemnify and hold harmless the City as well as its officials, employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the RESG or Helm, their respective employees, contractors, or any person acting for or on its or their behalf in the performance of the work relating to this Agreement. RESG and Helm further agree that shall liable for the reasonable cost of attorneys for the City in the event such services are necessitated to enforce the terms of this Agreement.
8. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
9. Notices. Any notice provided pursuant to the Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth in the Agreement or such other address as either party may in the future specify in writing to the other.
10. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
11. Precedence. In the event of conflict between this Agreement or any other contract, agreement or other document to which the Agreement may accompany, the provisions of this Agreement will to the extent of such conflict take precedence unless such document expressly states that it is amending this Agreement.
12. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The Choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2014.

WITNESS our hands on the dates as indicated.

[SIGNATURE PAGES FOLLOW]

RESG:

REAL ESTATE SOLUTIONS GROUP, LLC, a
Tennessee limited liability company

By: Andre Jaeckle

Print Name: Andre JAECKLE

Title: Pres.

Notice Address:

100 Saddle Springs Blvd

Thompsons Station, Tennessee 37179

Attention: Mr. Andre Jaeckle

Email: ajaeckle@eperformax.com

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said County and State,
ANDRE JAECKLE, with whom I am personally acquainted (or proved to me
on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the
PRESIDENT of Real Estate Solutions Group, LLC, the within named bargainor,
a limited liability company, and that as such PRESIDENT he/she executed the
within instrument on behalf of the limited liability company for the purposes therein contained.

Witness my hand, at Office, this 9th day of OCTOBER, 2014.

[Signature]
Notary Public

My commission expires: MAY 23, 2018



HELM:

CRESCENT HELM, LLC, a Delaware limited liability company

By: Crescent Communities, LLC, a Georgia limited liability company, its Sole Member

By: 
T. Keith Glenn, its Senior Vice-President

Notice Address: c/o Pearl Street Partners, LLC
205 Powell Place
Brentwood, Tennessee 37027-7525
Attention: Mr. Khris Pascarella
Email: kpascarella@pearlstreetpartners.com

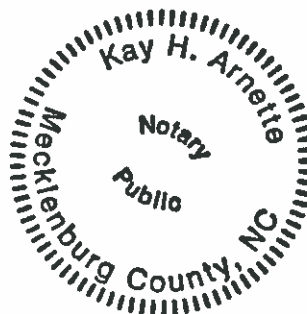
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Personally appeared before me, the undersigned, a Notary Public of said County and State, t. Keith Glenn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Crescent Communities, the sole member of Crescent Helm, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Senior Vice President of the sole member executed the within instrument on behalf of the company for the purposes therein contained.

Witness my hand, at Office, this 2nd day of October, 2014.


Notary Public

My commission expires: 6/28/19



CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: ERIC S. STUCKEY
City Administrator

Date: _____

Notice Address: City Hall
109 3rd Ave
Franklin, TN 37064
Attention: Mr. Eric S Stuckey
Email: Eric.Stuckey@franklintn.gov

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

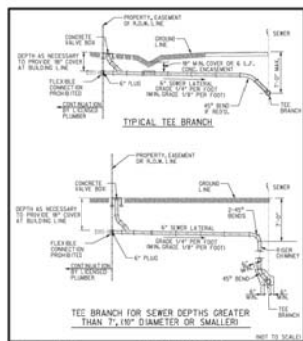
Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20____.

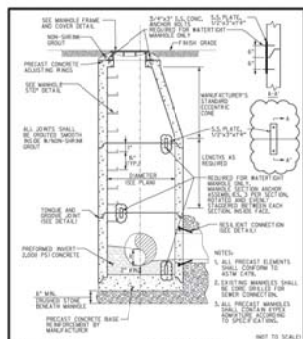
Notary Public
My Commission Expires: _____

Approved as to form by:

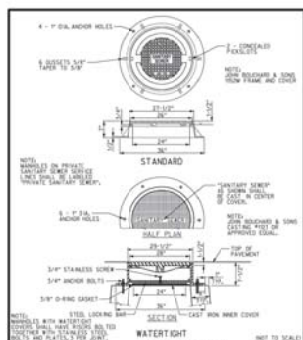
Shauna R. Billingsley, City Attorney



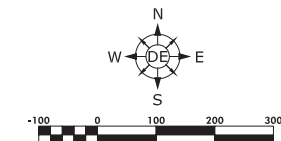
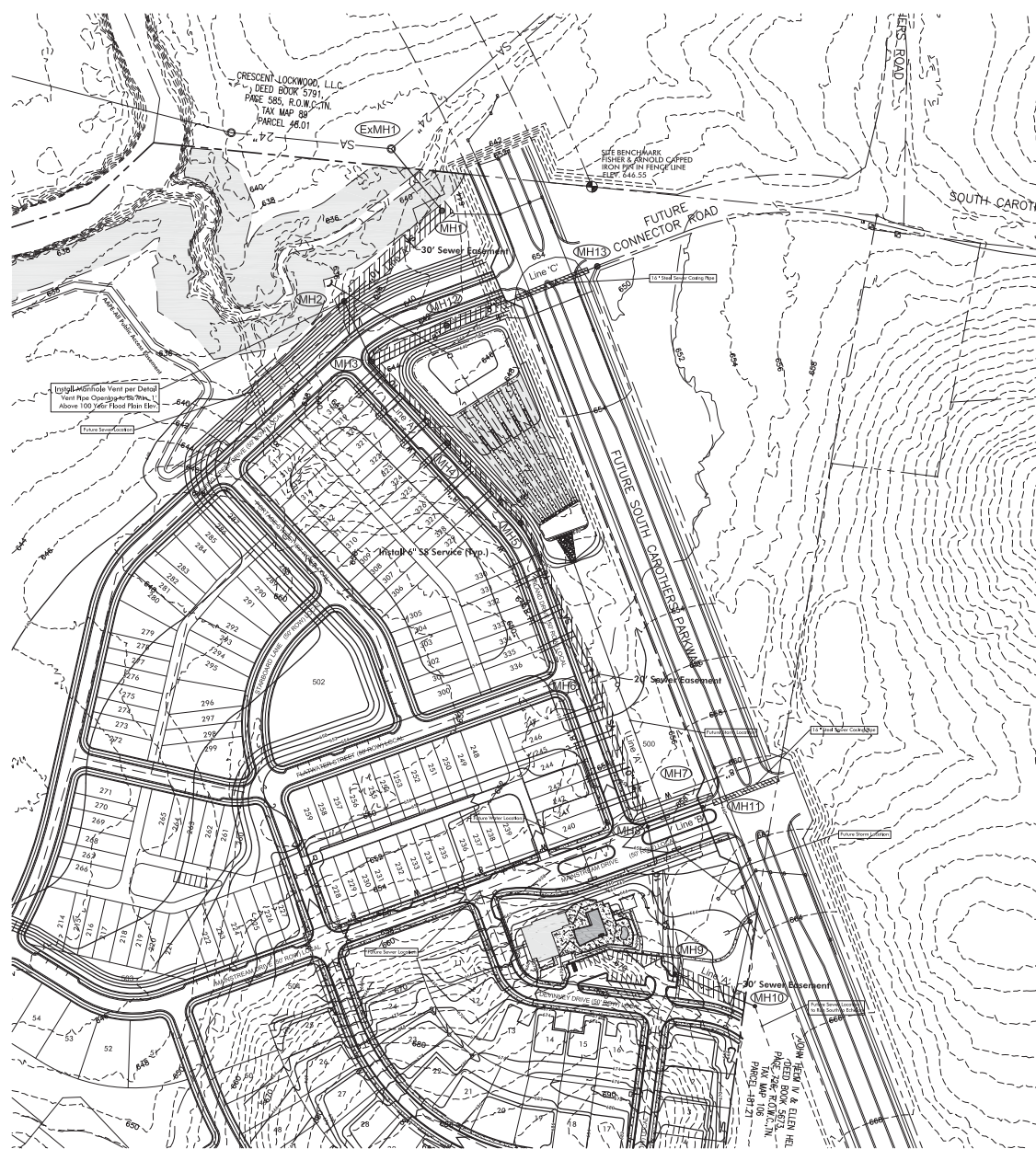
STANDARD DETAIL
WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE
SANITARY SEWER LATERALS
WW-3



STANDARD DETAIL
WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE
PRECAST CONCRETE MANHOLE
WW-4



STANDARD DETAIL
WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE
MANHOLE FRAME AND COVER
WW-5



Scale 1" = 100'
Total Disturbed Area = 64.75 Acres

Engineer
Dewey-Estes Engineering
Contact: Kevin Estes, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-2956
E-mail: kestes@dewey-estes.com

Developer
Goodall Homes, Inc.
Contact: Josh Ludington
393 Maple Street, Suite 100
Gallatin, TN 37066
Phone: (615) 451-0029

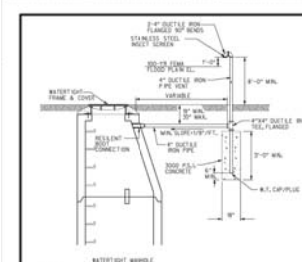
Notes:
1) Topsoil to be stripped and separated in area sewer is to be constructed.
2) All material to be placed in sewer ditch is to be compacted.

Flood Note:
A Portion of this Property is Located Within a Flood Hazard Area, Zone AE, as Shown on Map Panel Number 47187C0214F, Dated Sept. 29, 2006.
Site Benchmark:
Fisher & Arnold Capped Iron Pin found in the northern fence line of property, at the future northeast intersection of South Carothers Parkway and a Connector Road, NGVD Elevation 646.55.

Date: October 1, 2014

Sewer Manhole Table

DOWNSTREAM Manhole	UPSTREAM Manhole	Invert	MAIN Length	Slope
LINE 'A'				
Ex. Manhole	Manhole 1	624.29	148 ft.	0.28%
Manhole 1	Manhole 2	625.18	247 ft.	0.28%
Manhole 2	Manhole 3	639.29	123 ft.	11.31%
Manhole 3	Manhole 4	640.60	206 ft.	0.54%
Manhole 4	Manhole 5	641.36	201 ft.	0.28%
Manhole 5	Manhole 6	642.41	302 ft.	0.28%
Manhole 6	Manhole 7	643.26	233 ft.	0.28%
Manhole 7	Manhole 8	643.67	76 ft.	0.28%
Manhole 8	Manhole 9	644.65	277 ft.	0.28%
Manhole 9	Manhole 10	645.30	160 ft.	0.28%
LINE 'B'				
Manhole 8	Manhole 11	648.71	108 ft.	4.32%
LINE 'C'				
Manhole 3	Manhole 12	640.28	154 ft.	0.40%
Manhole 12	Manhole 13	642.67	300 ft.	0.73%



STANDARD DETAIL
WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE
MANHOLE VENT
WW-6



Sewer Trunkline Extension
Through Water's Edge to Echelon
Being Parcel 49 on Tax Map 89
Franklin, Williamson County, Tennessee

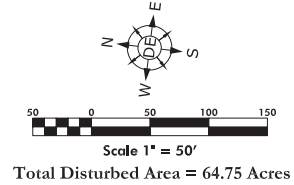
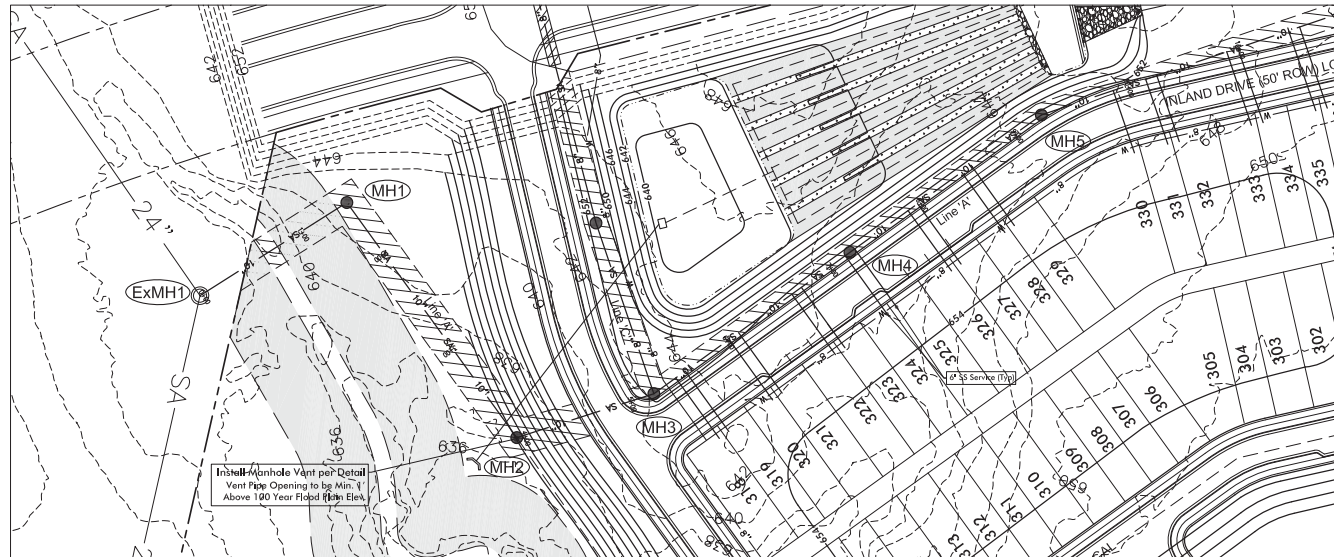


Overall
Sewer
Plan

Job No. 12009

C6.0

11 of 15



Engineer
Dewey-Estes Engineering
Contact: Kevin Estes, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-2956
E-mail: kestes@dewey-estes.com

Developer
Goodall Homes, Inc.
Contact: Jack Ludington
393 Maple Street, Suite 100
Gallatin, TN 37066
Phone: (615) 451-5029

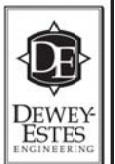
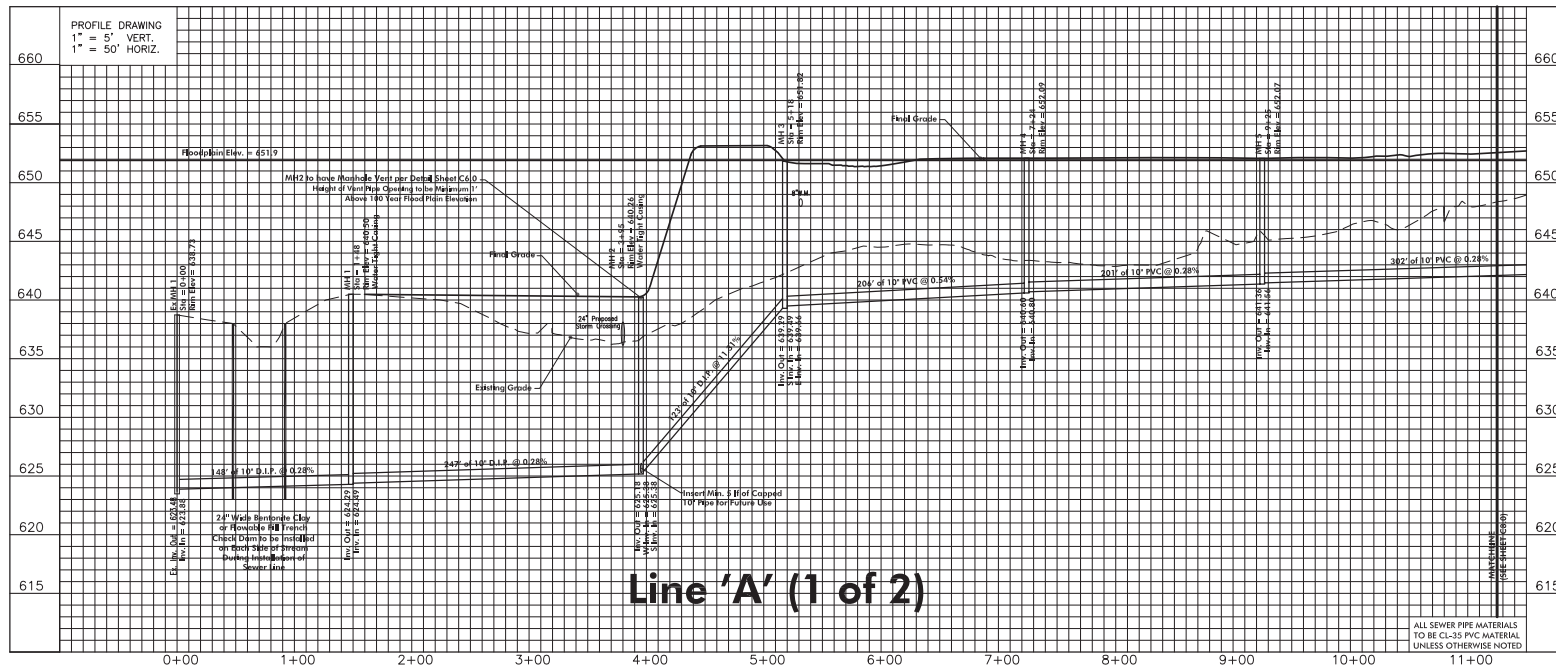
Flood Note:
A Portion of this Property is Located
Within a Flood Hazard Area, Zone AE,
As Shown on Map Panel Number
47187C0214F.
Dated Sept. 29, 2006.

Site Benchmark:
Fisher & Arnold Capped Iron Pin found
in the northern fence line of property,
at the future northeast intersection of
South Carothers Parkway and a
Connector Road, NGVD Elevation
646.55.

Notes:
1) Topsoil to be stripped and
separated in area Sewer is to be
constructed.
2) All material to be placed in
Sewer ditch is to be compacted.

Date: October 1, 2014

**Sewer Trunkline Extension
Through Water's Edge to Echelon**
Being Parcel 49 on Tax Map 89
Franklin, Williamson County, Tennessee

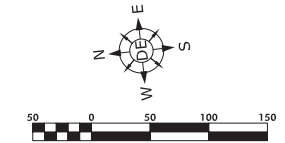
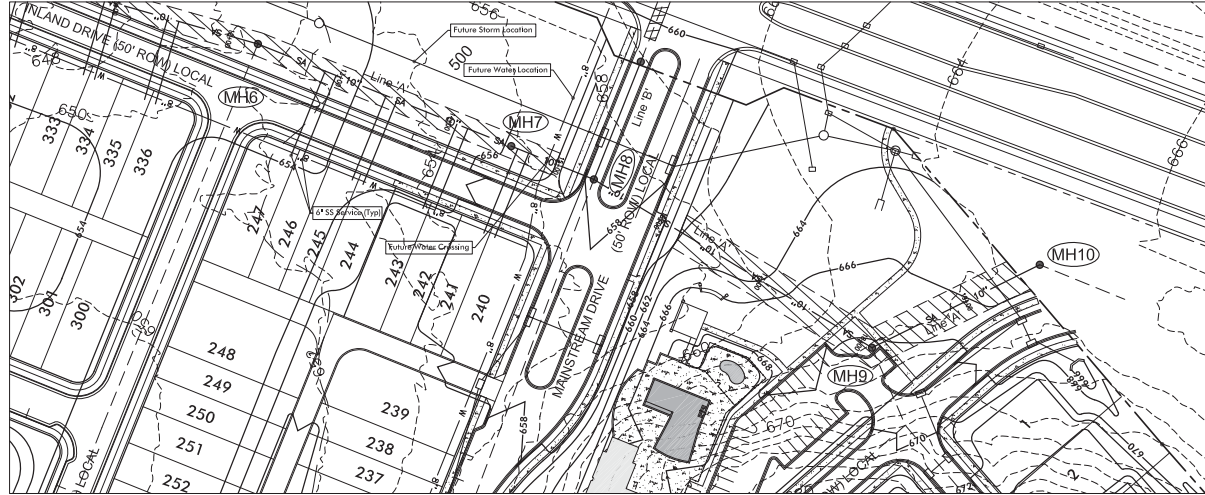


Sanitary
Sewer Plan &
Profile
Line 'A'
(1 of 2)

Job No. 12009

C7.0

12 of 15



Scale 1" = 50'
Total Disturbed Area = 64.75 Acres

Engineer

Dewey-Estes Engineering
Contact: Kevin Estes, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-2956
E-mail: kestes@dewey-estes.com

Developer

Goodall Homes, Inc.
Contact: Jack Ludington
393 Maple Street, Suite 100
Gallatin, TN 37066
Phone: (615) 451-5029

Flood Note:

A Portion of this Property is Located Within a Flood Hazard Area, Zone AE, As Shown on Map Panel Number 47187C0214F, Dated Sept. 29, 2006.

Site Benchmark:

Risher & Arnold Capped Iron Pin found in the northern fence line of property, at the future northeast intersection of South Carothers Parkway and a Connector Road, NGVD Elevation 646.55.

Notes:

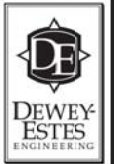
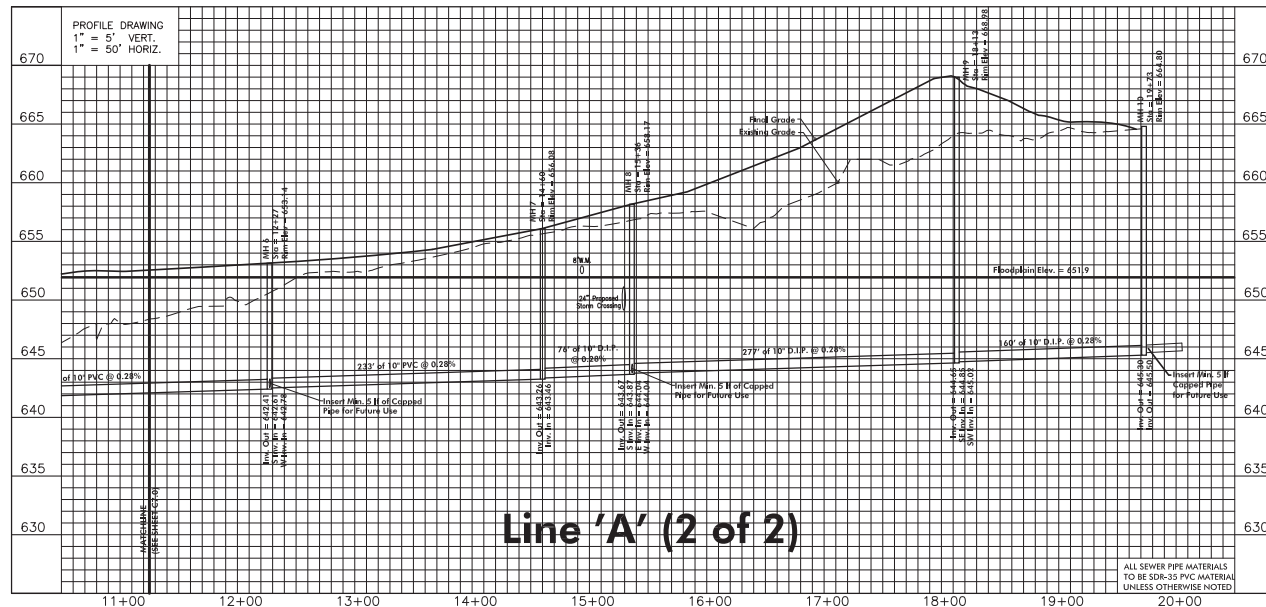
- 1) Topsoil to be stripped and separated in area Sewer is to be constructed.
- 2) All material to be placed in Sewer ditch is to be compacted.

Revisions:
11/7/13 - Staff Comments
3/6/14 - Staff Comments
4/30/14 - Staff Comments
7/18/14 - Staff Comments
9/11/14 - Staff Comments
8/28/14 - Staff Comments
9/11/14 - Staff Comments
9/23/14 - Staff Comments
10/1/14 - Staff Comments

Drawing Notes:
COF Project # 2896

Date: October 1, 2014

**Sewer Trunkline Extension
Through Water's Edge to Echelon**
Being Parcel 49 on Tax Map 89
Franklin, Williamson County, Tennessee

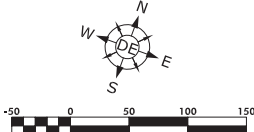


Sanitary
Sewer Plan &
Profile
Line 'A'
(2 of 2)

Job No. 12009

C8.0

13 of 15



Scale 1" = 50'
Total Disturbed Area = 64.75 Acres

Engineer
Dewey-Estes Engineering
Contact: Kevin Estes, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-2956
E-mail: kestes@dewey-estes.com

Developer
Goodall Homes, Inc.
Contact: Jack Ludington
393 Maple Street, Suite 100
Gallatin, TN 37066
Phone: (615) 451-5029

Flood Note:
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Site Benchmark:
Parker & Arnold Capped Iron Pin found in the northern fence line of property, at the future northeast intersection of South Carothers Parkway and a Connector Road, NGVD Elevation 646.55.

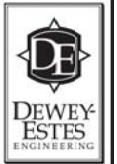
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9/23/14 - Staff Comments
10/1/14 - Staff Comments

Drawing Notes:
COF Project # 2896

Date: October 1, 2014

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Through Water's Edge to Echelon**
Being Parcel 49 on Tax Map 89
Franklin, Williamson County, Tennessee

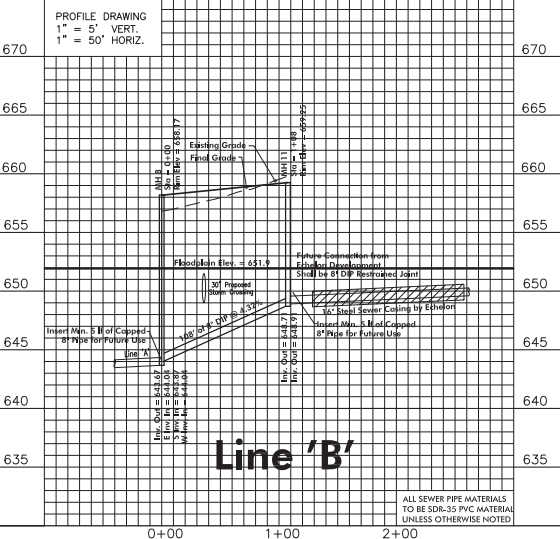
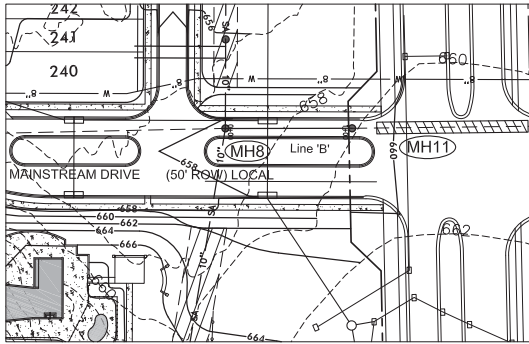


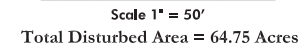
Sanitary
Sewer Plan &
Profile
Line 'B'

Job No. 12009

C9.0

14 of 15





Engineer
Dewey-Estes Engineering
Contact: Kevin Estes, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956
E-mail: kestes@dewey-estes.com

Developer
Goodall Homes, Inc.
Contact: Jack Ludington
393 Maple Street, Suite 100
Gallatin, TN 37066
Phone: (615) 451-5029

Flood Note:
A Portion of this Property is Located
Within a Flood Hazard Area, Zone AE,
As Shown on Map Panel Number
47187C0214F,
Dated Sept. 29, 2006.

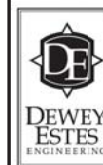
Site Benchmark:
Fisher & Arnold Capped Iron Pin found
in the northern fenceline of property,
at the future northeast intersection of
South Carothers Parkway and a
Connector Road, NGVD Elevation
646.55.

Notes:
1) Topsoil to be stripped and separated in area sewer is to be constructed.
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Date: October 1, 2014

Sewer Trunkline Extension Through Water's Edge to Echelon

Being Parcel 49 on Tax Map 89
Franklin, Williamson County, Tennessee

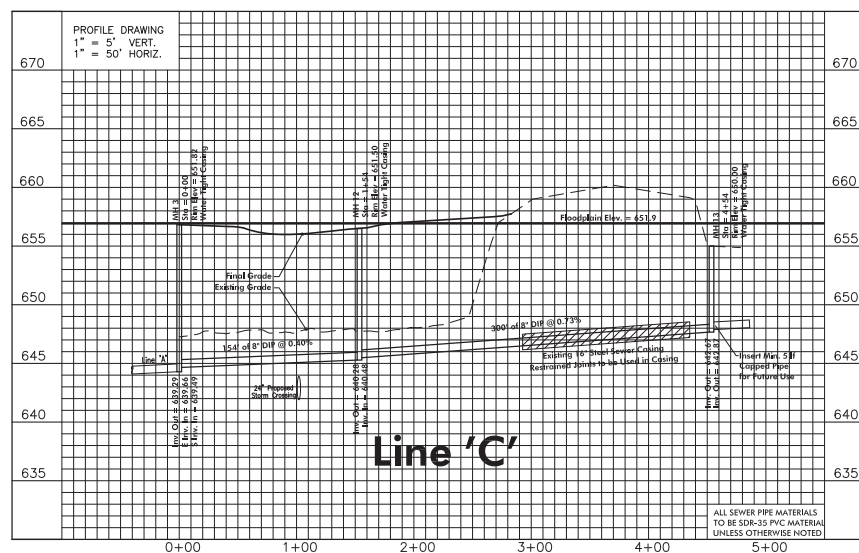
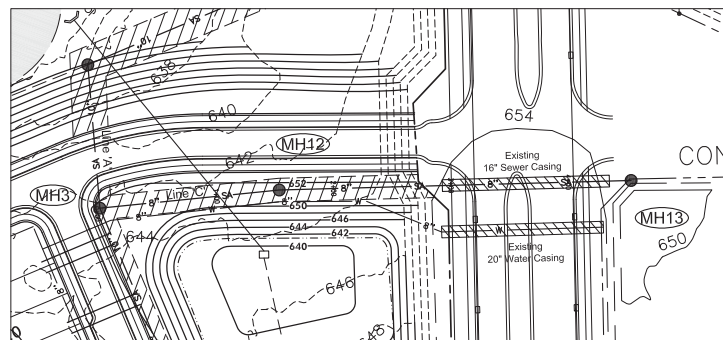


Sanitary
Sewer Plan &
Profile
Line 'C'

Job No. 12009

C10.0

15 of 15



RESOLUTION NO. 2014-72

A RESOLUTION REJECTING THE SEPTEMBER 17, 2014, CONSTRUCTION BID FOR THE 3RD AVENUE NORTH TRAIL/GREENWAY PROJECT (TDOT PIN 109424.00, COF CONTRACT 2012-0069)

WHEREAS, the City of Franklin entered into a TDOT funding agreement (PIN 109424.00) on August 13, 2007, for the 3rd Avenue North Project (Bicentennial Park Phase 1); and

WHEREAS, Amendment #1 (January 30, 2013) to the TDOT funding agreement (PIN 109424.00) included an 80% Federal STP Funding Source with a 20% Local Match towards the project, totaling \$787,500.00 (\$630,000.00 Federal / \$157,500.00 City of Franklin); and

WHEREAS, Amendment #2 (September 9, 2014) to the TDOT (PIN 109424.00) funding agreement extended the project completion date until December 2015; and

WHEREAS, on September 22, 2009, the BOMA approved the 3rd Avenue North Project as part of Resolution 2009-44, A Resolution to Adopt the 2010-2014 Capital Investment Program (CIP) Funding Plan; and

WHEREAS, on September 17th, 2014 construction bids were publicly opened and read aloud; and

WHEREAS, Civil Constructors, LLC was the only bid package submitted in the amount of \$1,456,197.90; and

WHEREAS, the construction bid is 27% above the estimated cost; and

WHEREAS, there appears to be multiple line items in their bid package that are unbalanced, which could cause significant project overruns if additional quantities are required during construction; and

WHEREAS, the bidding contractor failed to meet the Disadvantaged Business Enterprise (DBE) goal as required by the TDOT; and

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the one and only bid by Civil Constructors, LLC for the 3rd Avenue North Trail/Greenway Project (TDOT PIN 109424.00, COF Design Contract 2012-0069) be rejected. The Engineering Department is directed to move forward with preparing a new bid advertisement and rebid the project after receiving TDOT bidding concurrence.

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

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

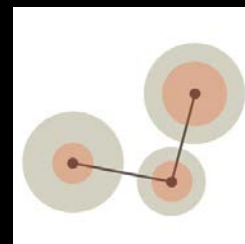
By: _____
Shauna R. Billingsley, City Attorney



CONNECT FRANKLIN

A Comprehensive Transportation Plan

OCTOBER 14, 2014



PROJECT OVERVIEW

1

FUTURE POPULATION AND EMPLOYMENT

- Information gathering
- Land use and development discussions
- Population forecasting
- Employment forecasting
- Finalize projections

2

TRANSPORTATION INFRASTRUCTURE

- Traffic demand model
- Local roadway studies
- Transportation infrastructure recommendations
- Neighborhood connectivity
- Corridor cross sections

3

MULTI-MODAL AND TRANSIT

- Bicycle and pedestrian facilities
- Greenway plan
- Transit recommendations

4

PROJECTS AND IMPLEMENTATION

- Project identification
- Project prioritization
- Cost calculations

PUBLIC OUTREACH

BOMA Stakeholder meetings
BOMA Project Update meeting
Public information meeting #1

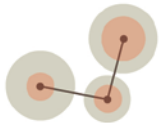
PUBLIC OUTREACH

BOMA Project Update meeting
Public information meeting #2

PUBLIC OUTREACH

BOMA Project Update meeting
Public information meeting #3

ONLINE PUBLIC ENGAGEMENT



CONNECT FRANKLIN
CITY OF FRANKLIN, TENNESSEE

A COMPREHENSIVE TRANSPORTATION PLAN



HISTORIC
FRANKLIN
TENNESSEE

PROJECT OVERVIEW

PROJECT ADMINISTRATION

- BOMA stakeholder meetings
- Creation of project visual identity
- Online project communication tools
- Ongoing community engagement and feedback

1

FUTURE POPULATION AND EMPLOYMENT

- Information gathering
- Land use and development discussions
- Population forecasting
- Employment forecasting
- Finalize projections

2

TRANSPORTATION INFRASTRUCTURE

- Traffic demand model
- Local roadway studies
- Transportation infrastructure recommendations
- Neighborhood connectivity
- Corridor cross sections

3

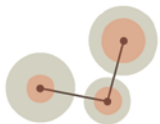
MULTI-MODAL AND TRANSIT

- Bicycle and pedestrian facilities
- Greenway plan
- Transit recommendations

4

PROJECTS AND IMPLEMENTATION

- Project identification
- Project prioritization
- Cost calculations



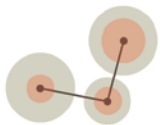
BOMA INTERVIEWS

Interviews were held with individual BOMA members and representatives from CHA.

Major topics included:

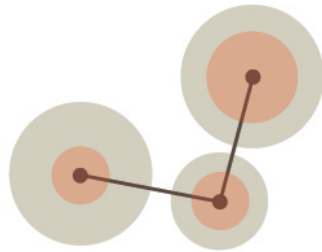
- Safety concerns
- Congestion issues
- Inadequate facilities
- Area opportunities
- Growth areas
- Future concerns
- Transit
- Multi-modal

A complete summary of the interviews is included in your packet.

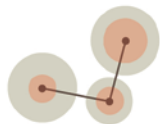


ONLINE ENGAGEMENT

Project branding and visual identity



CONNECT FRANKLIN
A COMPREHENSIVE TRANSPORTATION PLAN
CITY OF FRANKLIN, TENNESSEE



CONNECT FRANKLIN A COMPREHENSIVE TRANSPORTATION PLAN
CITY OF FRANKLIN, TENNESSEE



ONLINE ENGAGEMENT

Online tools for communication



PROJECT WEBSITE

- Provides project overview, FAQ, events and project documents
- 706 page views
- 201 unique visitors



FACEBOOK

- Utilizing City of Franklin page
- Potential to reach 12,000 people
- Posts are being seen by 600-700 people
- Posts are being shared and commented on



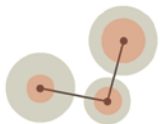
TWITTER

- Utilizing City of Franklin page
- Facebook feeds automatically link to Twitter
- Potential to reach over 9,000 people
- Posts are being retweeted



MINDMIXER

- Site linked to City Facebook page
- 8 open topics
- 90 participants
- 47 comments
- 7 shares



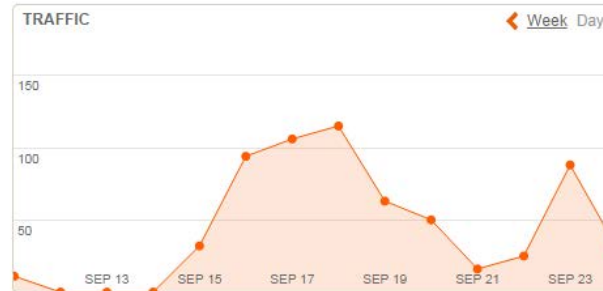
COMMUNITY FEEDBACK

- Additional access given to neighborhoods.
- City needs additional sidewalks and a comprehensive bikeway/ bike lane system.
- Connect neighborhoods with schools.
- Manage truck traffic
- Manage development and growth
- Numerous locations of concern and perceived congestion and safety issues

Dashboard Traffic Overview Participants Ideas

Welcome to Franklin, TN Comprehensive Transportation Plan's Reporting Interface

The Reporting Interface displays all of the activity from your project.



TOTAL TRAFFIC

Unique Visitors

558

Page Views

2,511

YOUR AVERAGE PARTICIPANT IS...

Male



44 Years Old

Living in these Postal Codes:
37064, 37067, 37069

SHARING

7
Facebook

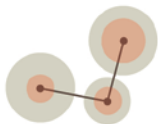
0
Twitter

3
LinkedIn

0
Google+

2
Email

Top Shared Item
<http://connectfranklin>



CONNECT FRANKLIN
CITY OF FRANKLIN, TENNESSEE

A COMPREHENSIVE TRANSPORTATION PLAN



**HISTORIC
FRANKLIN**
TENNESSEE

POPULATION AND EMPLOYMENT

EXISTING LAND USES

Reviewed existing land use information and field verified any areas of question.

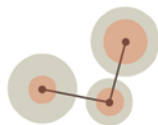
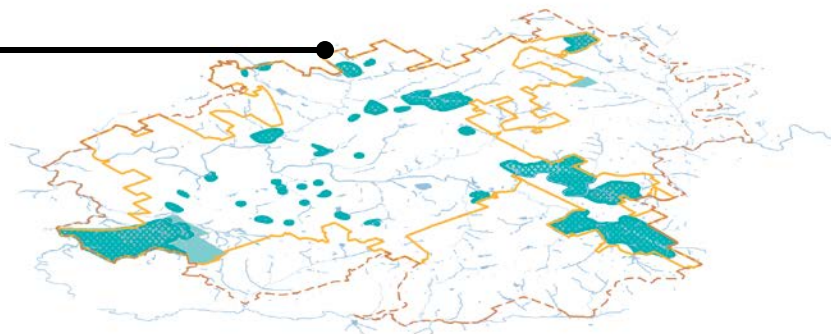


KNOWN DEVELOPMENTS

Mapped known development agreements.

Documented proposed number of units, building square footage, densities and FAR.

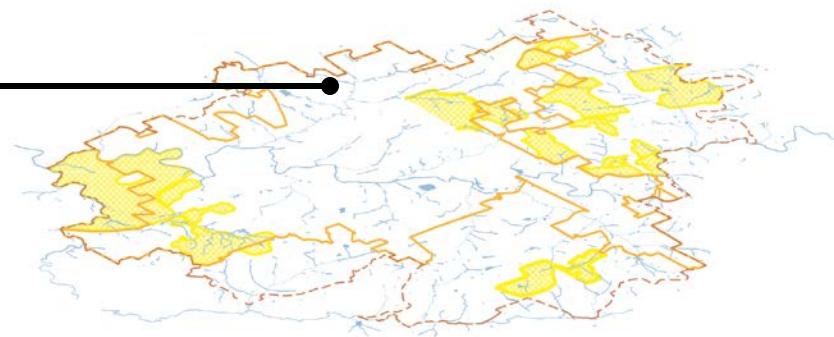
Cross referenced information with current and past City Development Reports.



POPULATION AND EMPLOYMENT

AREAS OF CHANGE

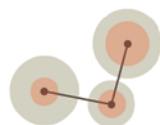
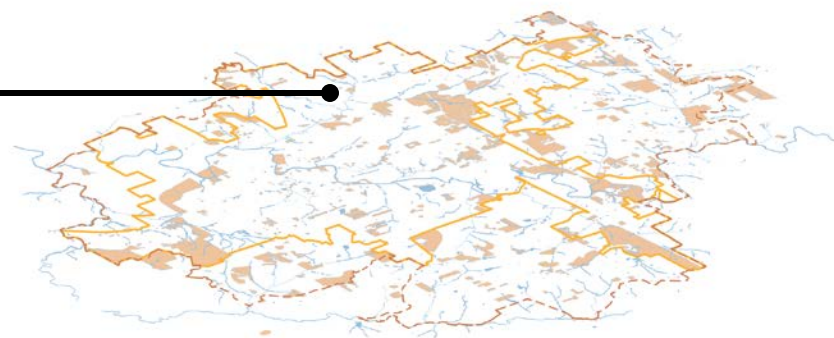
Using feedback from work sessions with planning and engineering staff, major areas of change were mapped and appropriate densities were applied.



VACANT PARCELS

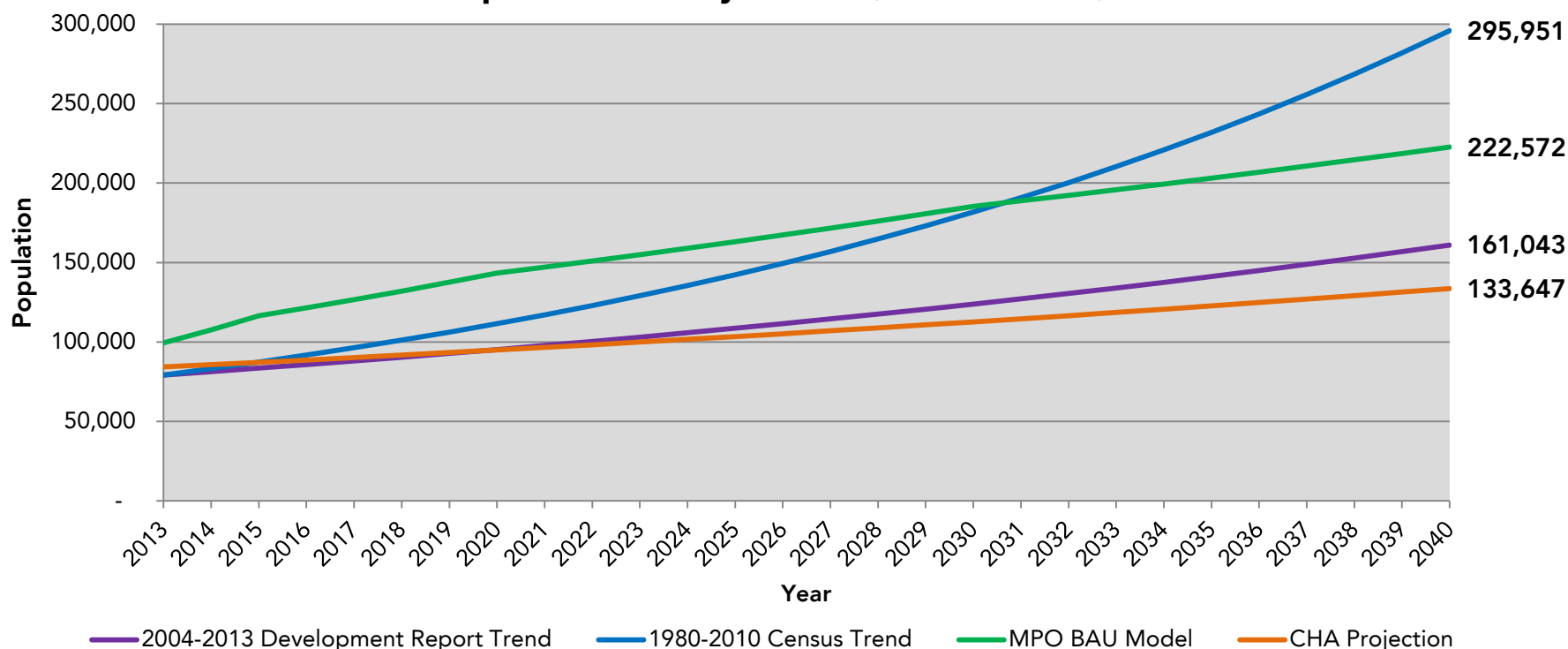
Identified all vacant parcels using City GIS information.

Assigned future land use to identified parcels based on existing zoning, surrounding uses, context, development feasibility, access and visibility.

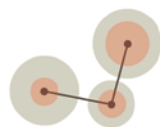


POPULATION AND EMPLOYMENT

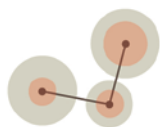
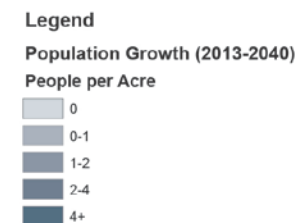
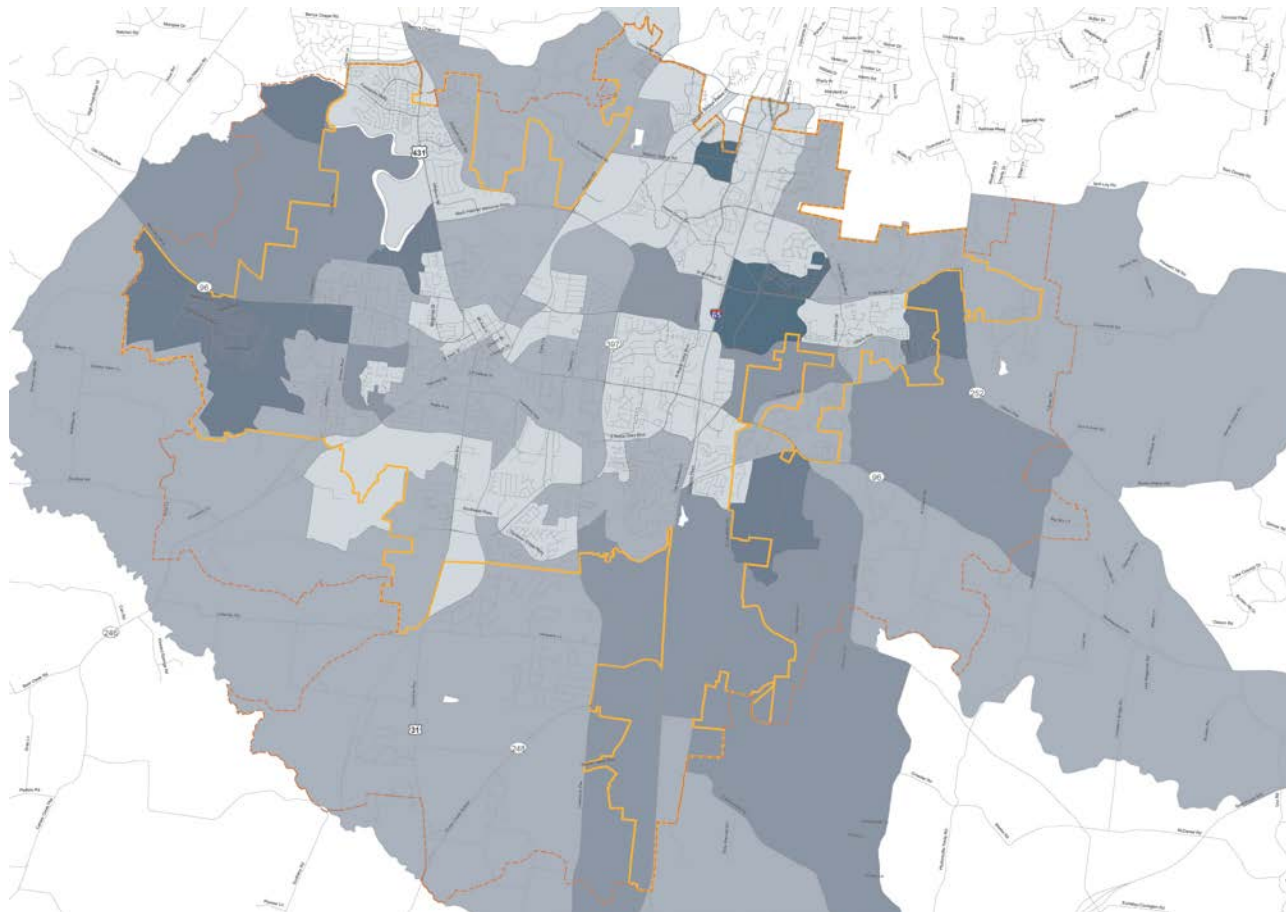
Population Projection (2013-2040)



Note: For the MPO Model and CHA Projection, if a portion of a TAZ was within the UGB, the entire TAZ was included. Subsequently, these projections include some areas outside of the UGB.



POPULATION GROWTH PEOPLE PER ACRE

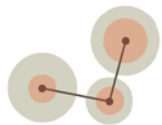
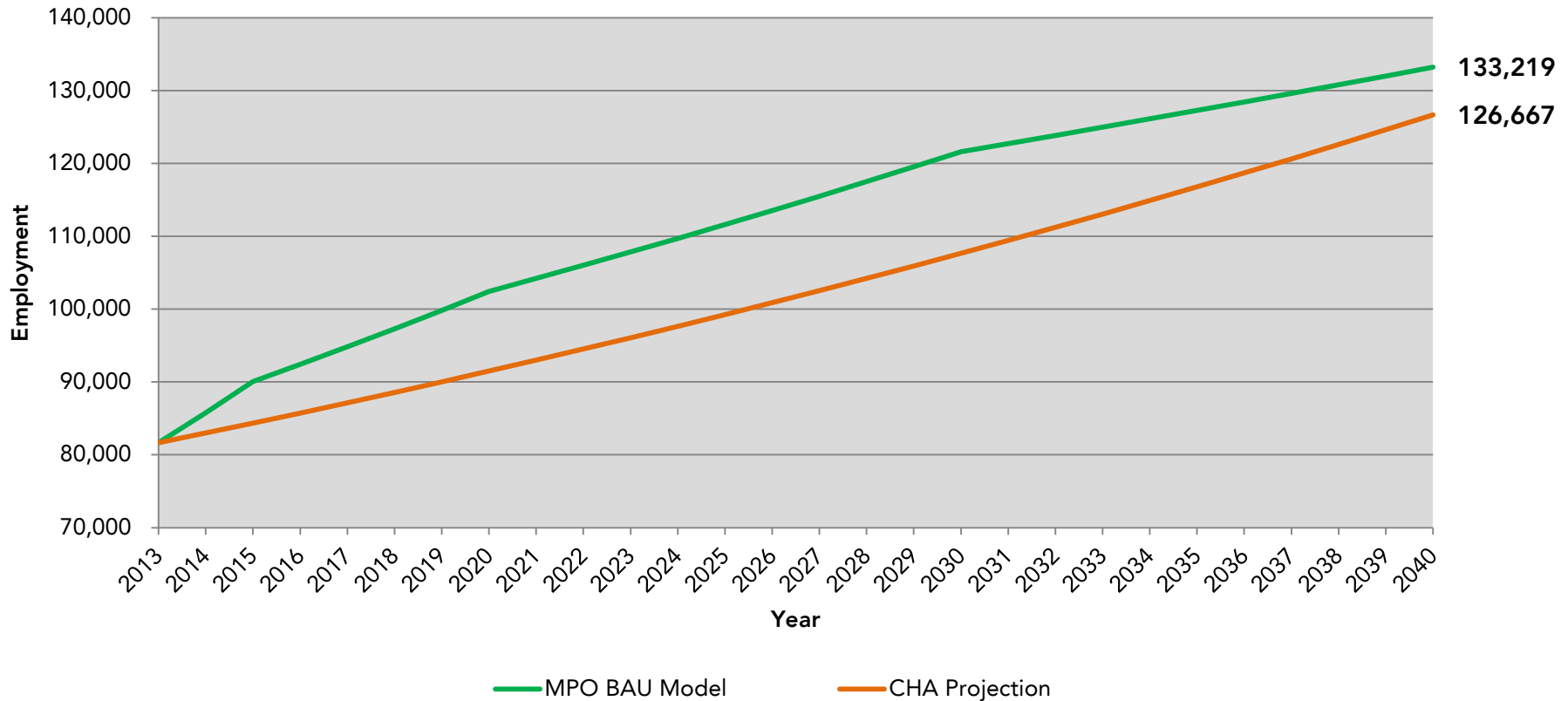


CONNECT FRANKLIN A COMPREHENSIVE TRANSPORTATION PLAN
CITY OF FRANKLIN, TENNESSEE

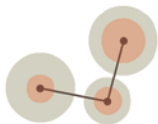
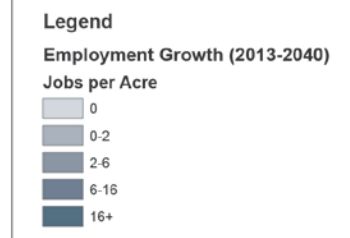
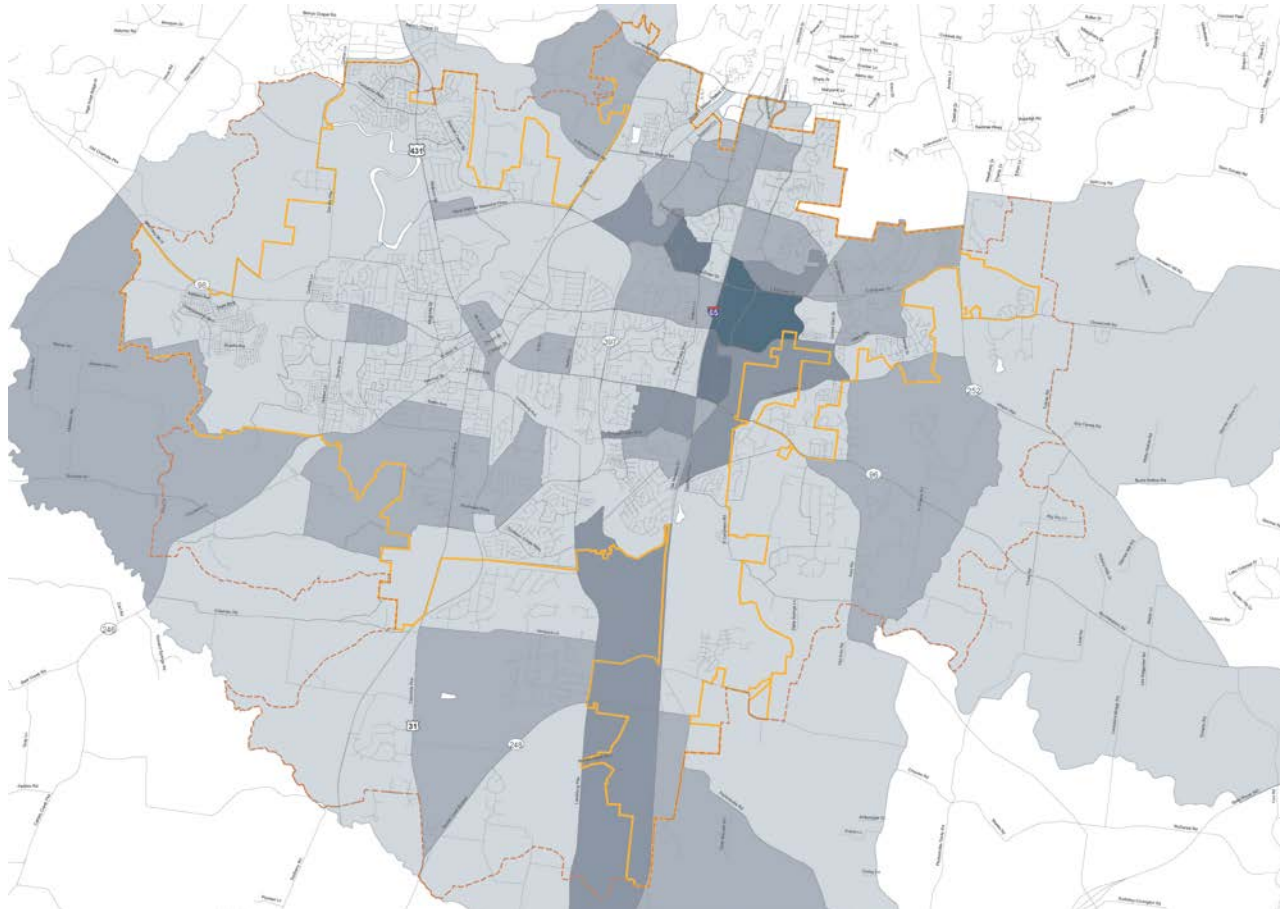


POPULATION AND EMPLOYMENT

Employment Projection (2013-2040)



EMPLOYMENT GROWTH JOBS PER ACRE



CONNECT FRANKLIN A COMPREHENSIVE TRANSPORTATION PLAN
CITY OF FRANKLIN, TENNESSEE



HISTORIC
FRANKLIN
TENNESSEE

PROJECT OVERVIEW

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FUTURE POPULATION AND EMPLOYMENT

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MULTI-MODAL AND TRANSIT

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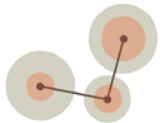
4

PROJECTS AND IMPLEMENTATION

- Project identification
- Project prioritization
- Cost calculations

PUBLIC OUTREACH

BOMA Stakeholder meetings
BOMA Project Update meeting
Public information meeting #1



PUBLIC OPEN HOUSE

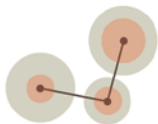
Wednesday, October 22, 2014, 6:00 pm to 8:00pm

City Hall Board Room

Major topics will include:

- Purpose of the plan
- Land use and employment projections
- Transportation improvements and areas of concern
- Multi-modal connections
- Transportation facility preferences
- Corridor amenities and configuration

Meeting materials will include informational boards and facilitated exercises



CONNECT FRANKLIN A COMPREHENSIVE TRANSPORTATION PLAN
CITY OF FRANKLIN, TENNESSEE



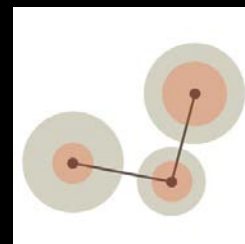
HISTORIC
FRANKLIN
TENNESSEE



CONNECT FRANKLIN

A Comprehensive Transportation Plan

OCTOBER 14, 2014



RESOLUTION 2014-73

A RESOLUTION DECLARING THE INTENT OF THE CITY OF FRANKLIN TO ACT AS A GOVERNMENTAL PASS-THROUGH ENTITY FOR THE LOVELL TRACT LAND ACQUISITION PROJECT AS REQUESTED BY THE CIVIL WAR PRESERVATION TRUST.

WHEREAS, The City of Franklin is home to numerous Civil War battlefields; and

WHEREAS, in particular, the City of Franklin is home to the Lovell Tract, which is located within the core area of the Franklin Battlefield; and

WHEREAS, the City appreciates the necessity of protecting these historic lands; and

WHEREAS, the City has been requested by the Civil War Preservation Trust to act as the governmental pass-through sponsor for the acquisition of property utilizing funds from the National Park Service American Battlefield Protection Program; and

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin believes it is in the best interest of the City of Franklin to fulfill this request.

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

The City of Franklin will serve as the governmental sponsor for the Lovell Tract in the Franklin Battlefield. The City, through its Mayor and City Administrator, will execute an agreement with the Civil War Preservation Trust to provide for the fulfillment by the Civil War Preservation Trust of all requirements of any Grant Agreement with the National Park Service for the acquisition of this property. The City will be notified in writing by the National Park Service that all grant requirements have been met and that funds will be transferred to the City. The City will then commence transfer of funds to the Civil War Preservation Trust. The City will not be providing any funds toward the battlefield acquisition.

Approved this _____ day of _____, 2014.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Recorder / Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Kristen L. Corn
Staff Attorney

CIVIL WAR TRUST

Saving America's Civil War Battlefields

Michael Grainger
Chairman

James Lighthizer
President

July 23, 2014

The Honorable Ken Moore
Mayor
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

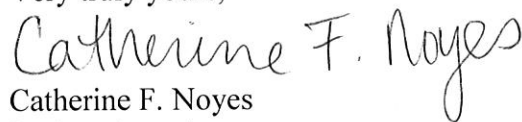
Dear Dr. Moore,

On behalf of Franklin's Charge, Inc. (the "Buyer"), I am writing to formally request that the City of Franklin act as a government pass-through entity for the following land acquisition project utilizing funds from the National Park Service, through the American Battlefield Protection Program ("ABPP"). The project is the acquisition of the Lovell Tract, 1.3186 acres located within the core area of the Franklin battlefield, as determined by the Civil War Sites Advisory Commission, with an ABPP grant of \$1,260,687.

The State of Tennessee Historical Commission will be holding the conservation easement on this Tract. This property is another vitally important piece of the Franklin battlefield. The Lovell Tract is adjacent to the Carter House property and its acquisition will enable the Buyer and its partners to enhance the preservation and interpretation of this critical area of the Franklin battlefield.

The role of the City would be the same as in past grants; i.e., the City will be notified in writing by ABPP that all grant requirements have been met and that funds would be transferred to the City via the ASAP system. The City would then transfer the grant funds to the Buyer. Please contact me if you have any questions or concerns. Thank you.

Very truly yours,



Catherine F. Noyes
Project Associate

WASHINGTON OFFICE

1156 15 Street NW • Suite 900 • Washington, DC 20005
Phone: (202) 367-1861 or (800) 298-7878 • Fax: (202) 367-1865

HAGERSTOWN OFFICE

1140 Professional Court • Hagerstown, MD 21740
Phone: (301) 665-1400 or (888) 606-1400 • Fax: (301) 665-1416



HISTORIC
FRANKLIN
TENNESSEE

October 14, 2014

Mr. Paul Hawke, Chief
American Battlefield Protection Program
1201 Eye Street, NW (2287)
Washington, DC 20005

Dear Mr. Hawke:

The City of Franklin has been requested by the Civil War Preservation Trust, doing business as the Civil War Trust (the "Trust") to act as the governmental sponsor for acquisition of property that may be partnered by the American Battlefield Protection Program ("ABPP"). We have agreed that the City will serve as the governmental sponsor on the Lovell tract, ±1.3186 acres, at the Franklin Battlefield.

The role of the City would be the same as with past grant requests. All required acquisition and financial documentation would be provided by the Buyer to ABPP and the City for review and approval. The Buyer and the City will be notified in writing by ABPP that all grant requirements have been met and that funds are available for the City to draw down in accordance with the Automated Standard Application for Payments system. The City will then transfer funds to the Buyer, as sub-grantee.

I hope this letter will help to serve and expand the vital protection of this historic land. We commend the American Battlefield Protection Program for your valued work in this regard.

Sincerely,

Dr. Ken Moore
Mayor of Franklin

cc: Paul Gaddis, Franklin's Charge
Kathy Robertson, Civil War Trust



0 0.03 0.06 0.12 Miles

Lovell Tracts at Franklin Battlefield (Williamson County, TN)

- Lovell Tracts
- Protected Land

Created on 2/1/13 by JM

Application for Federal Assistance SF-424

Version 02

***1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

***2. Type of Application**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Franklin

*b. Employer/Taxpayer Identification Number (EIN/TIN):
62-6000290

*c. Organizational DUNS:
081460768

d. Address:

*Street 1: City Hall

Street 2: 109 Third Avenue South

*City: Franklin

County: Williamson

*State: TN

Province: _____

*Country: USA

*Zip / Postal Code 37064

e. Organizational Unit:

Department Name:
Office of the Mayor

Division Name:
Administration

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Eric

Middle Name: S.

*Last Name: Stuckey

Suffix: _____

Title: City Recorder/Administrator

Organizational Affiliation:

*Telephone Number: 615-550-6605

Fax Number: 615-790-0469

*Email: eric.stuckey@franklin.tn.gov

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Department of the Interior - National Park Service - American Battlefield Protection Program

11. Catalog of Federal Domestic Assistance Number:

15-928

CFDA Title:

Civil War Battlefield Land Acquisition

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Williamson County, Tennessee

***15. Descriptive Title of Applicant's Project:**

LWCF Battlefield Preservation Grant - 1.3186 acre Lovell Tract Franklin Battlefield

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: 7th		*b. Program/Project: 7th
17. Proposed Project:		
*a. Start Date: 05/27/14		*b. End Date: 05/31/15
18. Estimated Funding (\$):		
*a. Federal	\$1,303,187.00	
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	\$1,518,187.00	
*f. Program Income	_____	
*g. TOTAL	\$2,821,374.00	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____		
☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
☐ c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
☐ Yes ☒ No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)		
☒ ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: Dr. _____	*First Name: Ken _____	
Middle Name: _____		
*Last Name: Moore _____		
Suffix: _____		
*Title: Mayor		
*Telephone Number: (615) 791-3217		Fax Number: (615) 790-0469
* Email: ken.moore@franklintrn.gov		
*Signature of Authorized Representative:		*Date Signed:

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

n/a

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation – An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision – Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)	11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	Applicant Identifier: Enter the entry identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
8.	Applicant Information: Enter the following in accordance with agency instructions: a. Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required) Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.			State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
			20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
2.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.		21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501(c)(3) IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)		

OVATION PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 1
 RESOLUTION 2014-68
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 7/25/14

Project Information

Existing Zoning: General Commercial (GC)
 Proposed Zoning: SD-X (12.23/480,000/450)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed-Use
 Character Area: MECO-4
 Development Standard: Conventional
 Other Overlays: FWO, FFO, HHO
 Site Acreage: 77.7 acres
 Proposed Number of Dwelling Units: 950
 Proposed Nonresidential Square Footage: 480,000
 Proposed Building Height: various

Legend

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



0 250 500 1,000
 Feet

This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained hereon.
 All data and materials (c) copyright 2014. All rights reserved.

CONDITIONS OF APPROVAL:**BNS****Ovation Proposed Plan Update.pdf****1. Address**

- Applicant shall meet with Lori Jarosz to discuss the addressing plan before a site plan can be submitted.

Fire**General Comments****2. Access**

- The autoturn provided indicates numerous points of conflict/collision with street curbs.

All points/areas where the path of the autoturn indicates conflict/collision, curbs shall be mountable.

Planning**14066 Ovation PUD Subdivision Revision 1 Development Plan Submittal 14-08-11.pdf****3. Cover sheet**

- The applicant shall list the approved modification of standards on the cover/title sheet of the drawing set, as well as on the development plan page. the applicant shall remove the MOS concerning parkland dedication, as it is not required (applicant is provided more parkland dedication than is required).

4. Entitlements

- Chart for Group C is still inaccurate; the applicant shall revise the chart labeled "Group C" to identify the building(s) with a hotel component to it, and to identify NO MORE THAN 150 rooms for the entire area of group C.

5. original development plan

- The applicant shall include the original and approved development plan with all electronic submittals, including the Post-PC set.

Planning (Landscape)**General Comments****6. Main Place**

- Since this whole area is designated as a formal open space, The applicant shall work with the COF Land Planner and staff at the site plan stage to provide a space (F4 and F5) at this place on the site that would be more suitable for large gathering for events.

Stormwater**General Comments****7. Stream Buffer**

- Grading was approved in mitigated buffer areas and areas alongside the wet weather conveyance portions. Grading is not approved in the 30' Zone 1 and 30' Zone 2 buffers alongside both streams considered to be jurisdictional waters.

Limited grading is allowed for the structure that appears to be a trail that goes through the Zone 2 buffer alongside the west portion of the unnamed jurisdictional stream is to be constructed of pervious material to be noted on future site plan submittals.

RESOLUTION 2014-68

A RESOLUTION APPROVING A DEVELOPMENT PLAN REVISION FOR THE OVATION PUD SUBDIVISION, LOCATED AT SOUTHEAST CORNER OF EAST MCEWEN DRIVE AND CAROTHERS PARKWAY, BY THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, The PUD process is a review procedure that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:

- (a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;
- (c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;
- (d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and
- (e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance.

WHEREAS, The PUD review process consists of a Development Plan that is reviewed and approved by the BOMA, after a recommendation from the FMPC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, meeting in regular session this _____ day of _____, 2014:

1. That the legal description of the property is as follows:

Map--Parcel	Acres
062---01804 (portion of)	Not provided
062---01805 (portion of)	Not provided
TOTAL	±77.70

PUD Boundary

Being a PUD Boundary in the City of Franklin, Eighth Civil District, Williamson County, Tennessee, located in the southeasterly quadrant of the intersection of East McEwen Drive and South Carothers Parkway, also being on a portion of property conveyed to Highwood Realty, LP by deed of record in Deed Book 5770, Page 191, R.O.W.C. and to SS McEwen, LLC by deed of record in Deed Book 5770, Page 198, R.O.W.C. said PUD Boundary being more particularly described as follows:

Beginning in the southerly right-of-way line of East McEwen Drive at its intersection with the easterly right-of-way line of Carothers Boulevard:

THENCE, with said southerly right-of-way line of East McEwen Drive the following calls;

S 87°42'54" E, 85.93 feet to a right-of-way monument (old);

With a curve to the right an arc distance of 192.84 feet to a right-of-way monument (old), said curve having a central angle of 05°40'14", a radius of 1,948.50 feet, a tangent of 96.50 feet, and a chord of S 84°52'47" E, 192.76 feet;

S 82°02'40" E, 237.73 feet;

THENCE, leaving said right of way and crossing said property the following calls;

S 11°15'06" E, 258.40 feet;

S 06°49'01" W, 212.51 feet;

S 27°06'37" E, 77.54 feet;

S 20° 40' 37" E, 217.86 feet;

S 09° 38' 25" W, 32.60 feet;

S 14° 44' 39" W, 61.85 feet;

S 24° 40' 38" W, 163.38 feet;

S 24° 40' 38" W, 71.86 feet;

S 12° 55' 57" E, 62.00 feet;

S 66° 03' 33" E, 216.32 feet;

S 45° 30' 18" E, 292.70 feet;

S 41°14'13" E, 220.77 feet;

S 16°51'44" E, 40.00 feet;

With a curve to the left an arc distance of 468.51 feet, said curve having a central angle of 53°41'14", a radius of 500.00 feet, a tangent of 253.05 feet, and a chord of N 46°17'39" E, 451.56 feet;

S 70°32'58" E, 7.68 feet;

With a curve to the left an arc distance of 27.32 feet, said curve having a central angle of 15°39'10", a radius of 100.00 feet, a tangent of 13.75 feet, and a chord of S 78°22'33" E, 27.23 feet;

S 86°12'08" E, 518.10 feet;

With a curve to the left an arc distance of 89.04 feet, to the westerly line of property conveyed to the City of Franklin by deed of record in Deed Book 1629, Page 71, R.O.W.C., said curve having a central angle of 10°12'12", a radius of 500.00 feet, a tangent of 44.64 feet, and a chord of N 88°41'46" E, 88.92 feet;

THENCE, with said City of Franklin property the following calls;

S 15°04'13" E, 89.00 feet;

S 05°30'24" W, 65.92 feet;

S 32°24'21" E, 33.93 feet;

S 83°07'25" E, 128.11 feet to the westerly line of Open Space and P.U.D.E. as shown on McKay's Mill P.U.D. Subdivision, Section 34, of record in Plat Book 46, Page 49A,

R.O.W.C.;

THENCE, with the westerly line of said McKay's Mill and with the westerly line of property conveyed to Ernest C. & Patricia O. Kuhlo by deed of record in Deed Book 996, Page 89, R.O.W.C., S 07°56'16" W, 794.17 feet to an iron rod (old) in the northerly line of property conveyed to the City of Franklin by deed of record in Deed Book 993, Page 493, R.O.W.C.;

THENCE, with said City of Franklin Property the following calls:

N 84°30'12" W, 152.36 feet to an iron rod (old);

S 05°30'48" W, 196.54 feet to an iron rod (old) in the northerly line of property conveyed to the City of Franklin by deed of record in Deed Book 580, Page 648, R.O.W.C.;

THENCE, with the northerly line of said City of Franklin property and with the northerly line of Waterford Subdivision, of record in Plat Book 55, Page 28, R.O.W.C. N 83°03' 22" W, 1,889.69;

THENCE, leaving said northerly line and crossing said property of Highwood Realty, LP and SS McEwen, LLC, the following calls:

N 03°47'52" E, 65.90 feet;

With a curve to the left an arc distance of 125.64 feet, said curve having a central angle of 14°46'00", a radius of 487.50 feet, a tangent of 63.17 feet, and a chord of N 03°35'08" W, 125.29 feet;

N 10°58'09" W, 103.44 feet;

With a curve to the right an arc distance of 115.10 feet, said curve having a central angle of 15°59'16", a radius of 412.50 feet, a tangent of 57.93 feet, and a chord of N 02°58'30" W, 114.73 feet;

With a curve to the right an arc distance of 21.72 feet, said curve having a central angle of 10°06'55", a radius of 123.00 feet, a tangent of 10.89 feet, and a chord of N 10°04'35" E, 21.69 feet;

N 15°08'03" E, 322.36 feet;

N 77°43'08" W, 62.25 feet;

N 71°21'23" W, 21.87 feet;

S 15°08'03" W, 37.16 feet;

With a curve to the right an arc distance of 308.29 feet, said curve having a central angle of 21°59'49", a radius of 803.00 feet, a tangent of 156.06 feet, and a chord of N 61°34'18" W, 306.40 feet;

N 50°54'14" W, 484.48 feet to the easterly right-of-way line of Carothers Parkway;

THENCE, with the easterly right-of-way of Carothers Parkway the following calls;

N 39°00'00" E, 44.55 feet;

N 51°00'00" W, 20.00 feet;

N 06°00'00" W, 24.04 feet;

N 39°00'00" E, 173.64 feet;

With a curve to the left an arc distance of 439.48 feet, said curve having a central angle of 12°46'11", a radius of 1,971.86 feet, a tangent of 220.65 feet, and a chord of N 32°58'05" E, 438.57 feet;

With a curve to the left an arc distance of 249.58 feet, said curve having a central angle of 07°12'30", a radius of 1,983.86 feet, a tangent of 124.96 feet, and a chord of N 25°25'17" E, 249.42 feet;

With a curve to the left an arc distance of 296.43 feet, said curve having a central angle of 08°32'08", a radius of 1,989.86 feet, a tangent of 148.49 feet, and a chord of N 14°48'06" E, 296.16 feet;

N 10°32'02" E, 24.26 feet;

N 57°46'54" E, 60.98 feet to the Point of Beginning;

Containing: 3,383,266 square feet, or 77.67 acres, more or less.

2. That the overall entitlements for the Ovation Subdivision (SD-X zoned portion) are as follows:

Entitlements	Ovation Subdivision (SD-X area)
Base Zone	Specific Development-Variety (SD-X 12.23/480,000/450)
Character Area Overlay	McEwen Character Area Overlay District #4
Other Zoning Overlays	HHO/HHO Buffer, HTO, FFO/FWO
Number of Dwelling Units	950
Number of Nonresidential Square Footage	480,000 plus 450 hotel rooms
Connectivity Index	1.91 (For SD-X and GC zoned portions, previously approved with the Ovation Subdivision Preliminary Plat)
Development Standard	Conventional
Open Space Requirements	Formal: 2.8 acres Informal: N/A Total: 2.8 acres

3. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning Department.
4. That this Resolution shall take effect from and after its passage on its first and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

BOMA PASSED/PUBLIC HEARING HELD: _____

Ovation

SUBDIVISION (SD-X DISTRICT) DEVELOPMENT PLAN

East McEwen and South Carothers Parkway, Franklin, Williamson County, Tennessee

(REVISION 1)

SHEET INDEX

- L-0 Cover Sheet
- L-1 Existing Conditions
- L-2 Overall Site (Entire Ovation Subdivision)
- L-3 Development Plan Enlargement
- L-4 Parkland Dedication
- C-1 Grading and Drainage Plan
- C-2 Site Utilities Plan
- C-3 Fire Truck Circulation Exhibit



SITE VICINITY MAP
(NTS)

- LIST OF REVISIONS
- | | |
|-------------|---------------------------|
| 09-04-2014: | PER C.O.F. STAFF COMMENTS |
|-------------|---------------------------|

APPLICANT / LANDSCAPE ARCHITECT:

KISERVOGRINDESIGN

KISER + VOGRIN DESIGN
5005 MERIDIAN BLVD. STE. 100
FRANKLIN TN 37067
615.547.2336
CONTACT: GARY VOGRIN
GARY@KISERVOGRIN.COM

OWNER/DEVELOPER:



SS McEWEN, LLC
501 CORPORATE CENTER DRIVE, #315
FRANKLIN, TN 37067
615.472.8916
CONTACTS: GLEN WILSON AND
GLEN MCGEHEE
GMCGEHEE@SOUTHSTAR.COM



HIGHWOODS REALTY, LP
3322 WEST END AVE, #600
NASHVILLE, TN 37203
615.320.5566
CONTACT: W. BRIAN REAMES
BRIAN.REAMES@HIGHWOODS.COM

ENGINEER:



BARGE CAUTHEN ASSOCIATES
6606 CHARLOTTE PIKE, SUITE 210
NASHVILLE, TN 37209
615.356.9911
CONTACT: SETH SPARKMAN
SSPARKMAN@BARGECAUTHEN.COM

ARCHITECTS:



SMITH GEE STUDIO
209 TENTH AVE S. STE. 425
NASHVILLE, TN 37203
615.739.5555
CONTACT: FLEMING SMITH III
FSMITH@SMITHGEESTUDIO.COM



WAKEFIELD BEASLEY & ASSOCIATES
5155 PEACHTREE PARKWAY
BUILDING 300 SUITE 3220
NORCROSS, GA 30092
770.209.9393
CONTACT: MIKE LENTZ
MLENTZ@WBASSOCIATES.COM



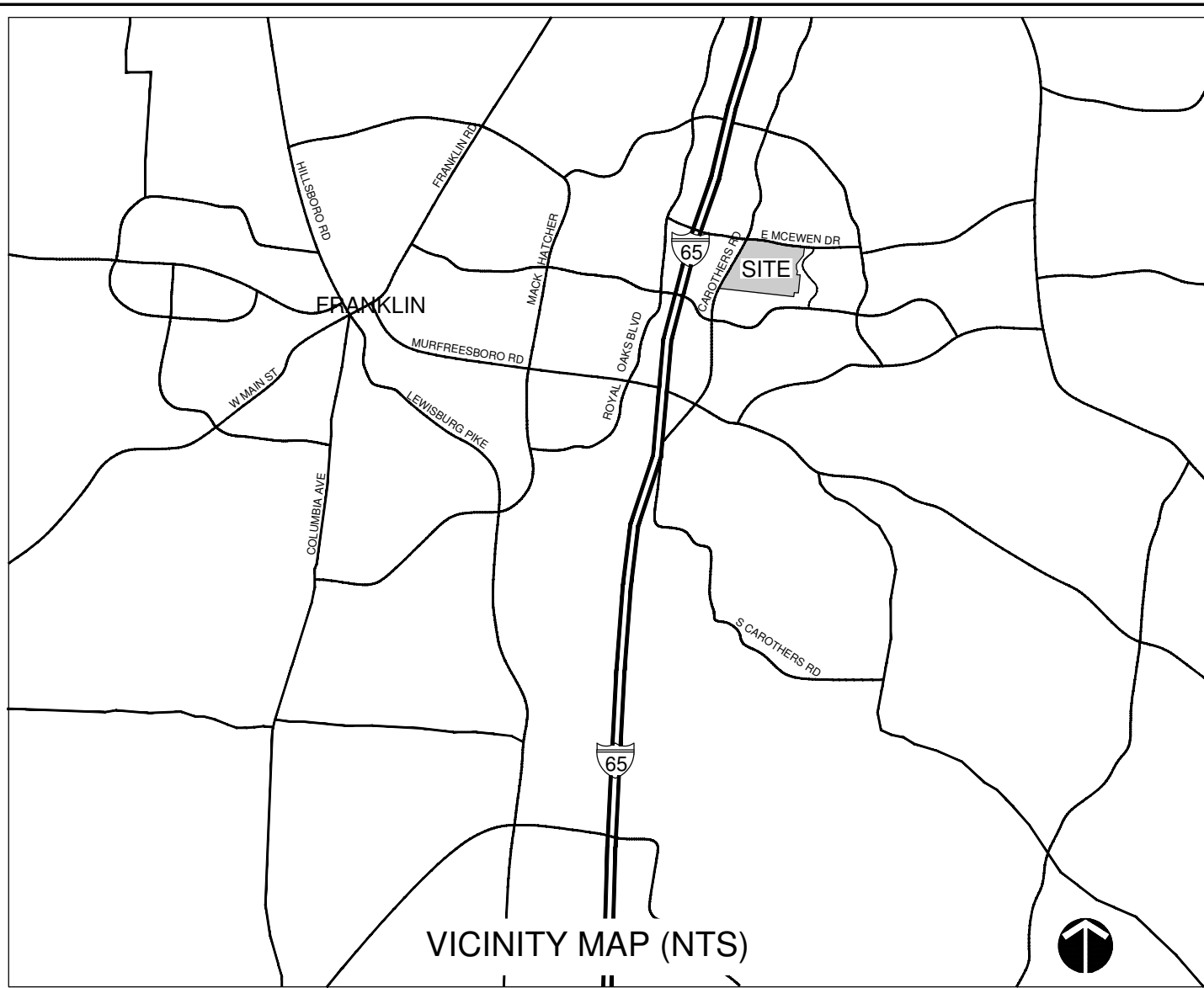
KVD PROJECT #

14066

SHEET #

L-0

DATE: SEPTEMBER 4, 2014



SITE NOTES

- EXISTING ZONING AND CHARACTER AREA OVERLAY: GC - GENERAL COMMERCIAL DISTRICT OVERLAYS: FWO, FFO, & HILLSIDE/HILLCREST (H.H.O.) ON PORTIONS OF SITE
OVERALL SITE ACREAGE: +/- 145.48
OVERALL SITE SQUARE FOOTAGE: +/- 6,337,109 SF
PUD SITE ACREAGE: +/- 77.67 AC
PUD SITE SQUARE FOOTAGE: +/- 3,383,266 SF
- Boundary/Title Survey and tree survey information provided by Barge, Waggoner, Sumner, & Cannon, Inc.
- Topographic & existing structure information outside of two sites provided by City of Franklin.
- Property can be referenced as being Parcel No. 18.04 & 18.05, Map no. 62 on Williamson County Property Maps
- There are no historical structures on this site as identified by The National Registers of Historic Places.
- A Portion of this site is located in the 100-year Flood Zone / Flood Plain per FEMA map number 47187C0220F, dated September 29, 2006.
- (CI) = CIVIC & INSTITUTIONAL ADJACENT LAND USE DISTRICT
(RX) = RESIDENTIAL VARIETY ADJACENT LAND USE DISTRICT
(GC) = GENERAL COMMERCIAL ADJACENT LAND USE DISTRICT
(R-2) = RESIDENTIAL ADJACENT LAND USE DISTRICT
(M-1) = LOCAL MIXED USE
(ER) = ESTATE RESIDENTIAL
- Mineral rights are held by the owner of the property

OWNER/DEVELOPER:
OWNER: GLENN WILSON AND
GLENN MCGHEE - SS MCEWEN, LLC
501 CORPORATE CENTER DRIVE, #515
FRANKLIN, TN 37067
615.520.5565
GMCHEE@SOUTHSTAR.COM

**OWNER: W. BRIAN REAMES -
HIGHWOODS REALTY, LP
3322 WEST END AVE, #600
NASHVILLE, TN 37203
615.520.5565
BRIAN.REAMES@HIGHWOODS.COM**

SD-X PUD SITE BOUNDARY DATA

SURVEYORS DESCRIPTION
PUD Boundary

Being a PUD Boundary in the City of Franklin, Eighth Civil District, Williamson County, Tennessee, located in the southeasterly quadrant of the intersection of East McEwen Drive and South Carothers Parkway, also being one a portion of property conveyed to Highwood Realty, LP by deed of record in Deed Book 5770, Page 191, R.O.W.C. and to SS McEwen, LLC by deed of record in Deed Book 5770, Page 196, R.O.W.C. said PUD Boundary being more particularly described as follows:

Beginning in the southerly right-of-way line of East McEwen Drive at its intersection with the easterly right-of-way line of Carothers Boulevard, THENCE, with said southerly right-of-way line of East McEwen Drive the following calls: S 87°42'51" E, 85.51 feet to a right-of-way monument (old); With a curve to the right an arc distance of 192.84 feet to a right-of-way monument (old); said curve having a central angle of 10°40'14", a radius of 1,348.50 feet, a tangent of 96.50 feet, and a chord of 5'84°52'47" E, 192.76 feet; S 82°10'40" E, 297.73 feet; THENCE, leaving said right-of-way and crossing said property the following calls: S 117°13'00" E, 258.60 feet; S 00°49'51" W, 225.51 feet; S 27°06'37" E, 77.54 feet; S 20°40'37" E, 217.86 feet; S 09°38'25" W, 32.60 feet; S 14°44'39" W, 61.85 feet; S 24°40'38" W, 163.38 feet; S 24°40'38" W, 73.36 feet; S 12°55'57" E, 62.00 feet; S 60°30'35" E, 216.33 feet; S 40°30'18" E, 295.70 feet; S 41°13'13" E, 220.77 feet; S 16°51'44" E, 40.00 feet; With a curve to the left an arc distance of 468.51 feet, said curve having a central angle of 57°41'14", a radius of 500.00 feet, a tangent of 253.05 feet, and a chord of N 40°17'37" E, 451.56 feet; S 70°21'58" E, 7.68 feet; With a curve to the left an arc distance of 27.33 feet, said curve having a central angle of 15°39'17", a radius of 100.00 feet, a tangent of 13.75 feet, and a chord of S 78°22'33" E, 27.23 feet; S 86°12'08" E, 518.10 feet; With a curve to the left an arc distance of 88.04 feet, to the westerly line of property conveyed to the City of Franklin by deed of record in Deed Book 1628, Page 71, R.O.W.C., said curve having a central angle of 10°12'12", a radius of 500.00 feet, a tangent of 44.44 feet, and a chord of N 84°14'07" E, 88.92 feet; THENCE, with said City of Franklin property the following calls: S 15°04'13" E, 89.00 feet; S 05°30'24" W, 65.92 feet; S 32°12'11" E, 33.93 feet; S 83°07'23" E, 138.13 feet to the westerly line of Open Space and P.U.D. Subdivision, Section 34, of record in Plat Book 46, Page 49A, R.O.W.C.; THENCE, with the westerly line of said McKays Mill and with the westerly line of property conveyed to Ernest C. & Patricia O. Kuhlo by deed of record in Deed Book 996, Page 89, R.O.W.C., S 07°56'16" W, 794.17 feet to an iron rod (old) in the northerly line of property conveyed to the City of Franklin by deed of record in Deed Book 981, Page 451, R.O.W.C.; THENCE, with said City of Franklin Property the following calls: N 84°30'12" W, 152.36 feet to an iron rod (old); S 05°30'48" W, 196.54 feet to an iron rod (old) in the northerly line of property conveyed to the City of Franklin by deed of record in Deed Book 580, Page 648, R.O.W.C.; THENCE, with the northerly line of said City of Franklin property and with the northerly line of Waterford Subdivision, of record in Plat Book 55, Page 28, R.O.W.C., N 83°01'22" W, 1,889.69; THENCE, leaving said northerly line and crossing said property of Highwood Realty, LP and SS McEwen, LLC, the following calls: N 03°47'52" E, 65.90 feet; With a curve to the left an arc distance of 125.84 feet, said curve having a central angle of 14°48'00", a radius of 487.50 feet, a tangent of 63.17 feet, and a chord of N 03°35'08" W, 125.29 feet; N 10°58'09" W, 103.44 feet; With a curve to the right an arc distance of 115.30 feet, said curve having a central angle of 15°59'16", a radius of 412.50 feet, a tangent of 57.59 feet, and a chord of N 02°52'30" W, 114.73 feet; With a curve to the right an arc distance of 21.72 feet, said curve having a central angle of 10°06'55", a radius of 123.00 feet, a tangent of 10.89 feet, and a chord of N 10°04'35" E, 21.69 feet; N 15°08'03" E, 322.36 feet; S 77°10'08" W, 62.25 feet; N 72°21'24" W, 21.87 feet; S 15°08'03" W, 37.16 feet; With a curve to the right an arc distance of 180.29 feet, said curve having a central angle of 15°59'16", a radius of 803.00 feet, and a chord of N 14°54'18" W, 306.40 feet; N 50°54'14" W, 484.48 feet to the easterly right-of-way line of Carothers Parkway, THENCE, with the easterly right-of-way line of Carothers Parkway the following calls: N 39°00'00" E, 44.55 feet; N 57°00'00" W, 20.00 feet; N 00°00'00" W, 24.04 feet; N 39°00'00" E, 173.64 feet; With a curve to the left an arc distance of 439.48 feet, said curve having a central angle of 12°40'11", a radius of 1,971.86 feet, a tangent of 220.65 feet, and a chord of N 12°48'05" E, 438.57 feet; With a curve to the left an arc distance of 240.58 feet, said curve having a central angle of 07°12'30", a radius of 1,983.86 feet, a tangent of 124.96 feet, and a chord of N 25°27'17" E, 249.43 feet; With a curve to the left an arc distance of 286.43 feet, said curve having a central angle of 08°52'08", a radius of 1,589.86 feet, a tangent of 148.49 feet, and a chord of N 4°48'06" E, 296.16 feet; N 10°32'02" E, 24.26 feet; N 57°45'54" E, 60.98 feet to the Point of Beginning.

Containing: 3,383,266 square feet, or 77.67 acres, more or less.

----- PROPOSED SD-X PUD ZONING/PROPERTY LINE BOUNDARY

LEGEND

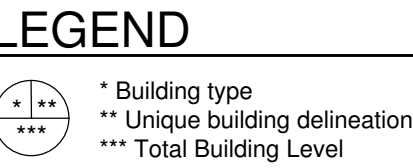
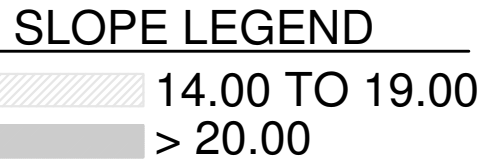
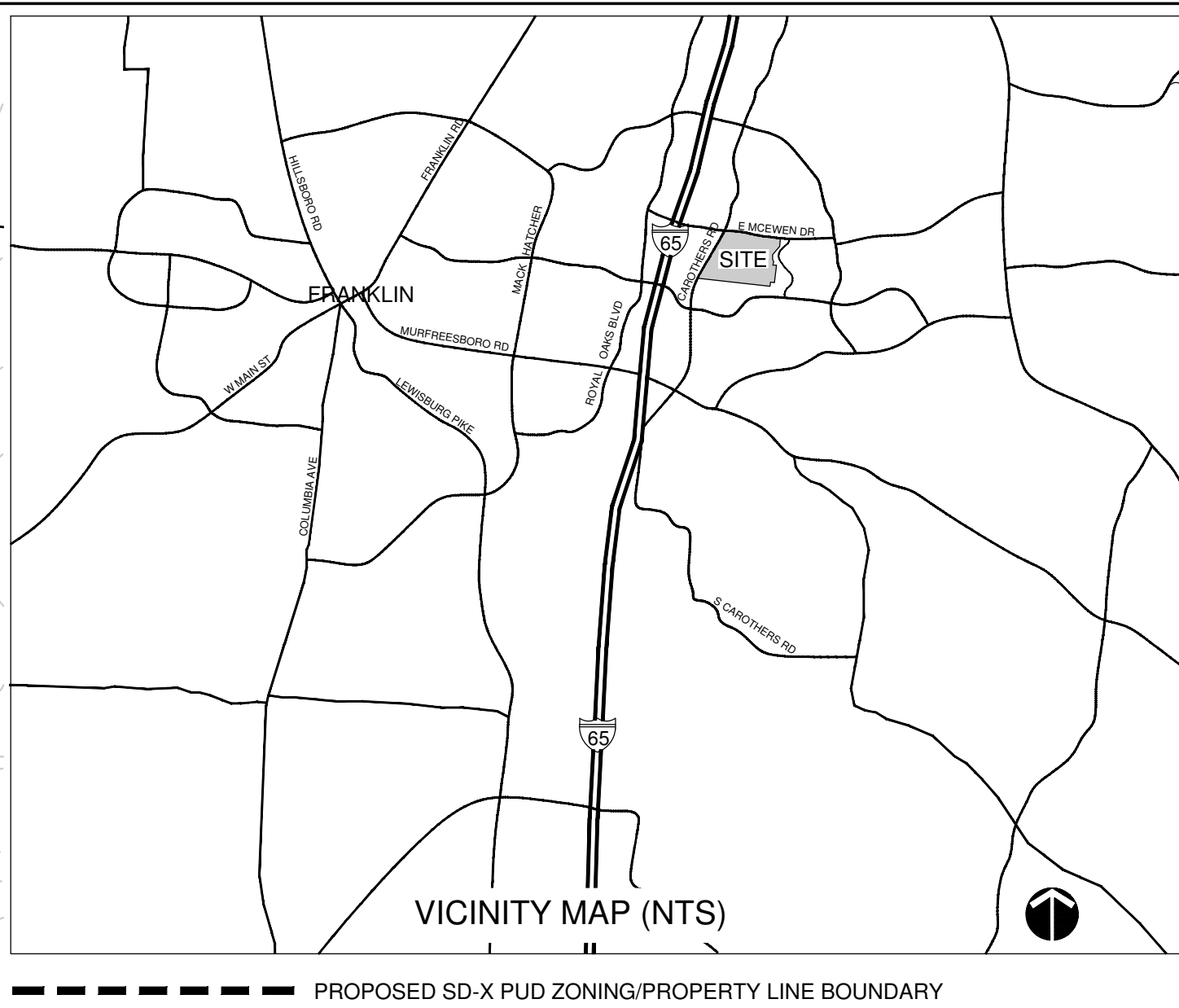
(X) = SPECIMEN TREES TO BE REMOVED

INDEX	CALIPER	SPECIES
1	24"	Cedar
2	24"	Hackberry
3	24"	Walnut
4	24"	Cedar
5	24"	Oak
6	24"	Hackberry
7	24"	Walnut
8	24"	Walnut
9	24"	Walnut
10	24"	Hackberry
11	24"	Elm
12	24"	Elm
13	24"	Ash
14	24"	Ash

SLOPE LEGEND

14.00 TO 19.00
> 20.00

0 100 200 300
SCALE: 1" = 100'



DATE: 09-04-2014
DRAWN BY: JTB
CHECKED BY: GWY
SCALE: 1" = 200'
SHEET NUMBER: 1

REVISIONS:
09-04-2014 PER C.O.F. STAFF COMMENTS

CITY OF FRANKLIN PROJECT # 465

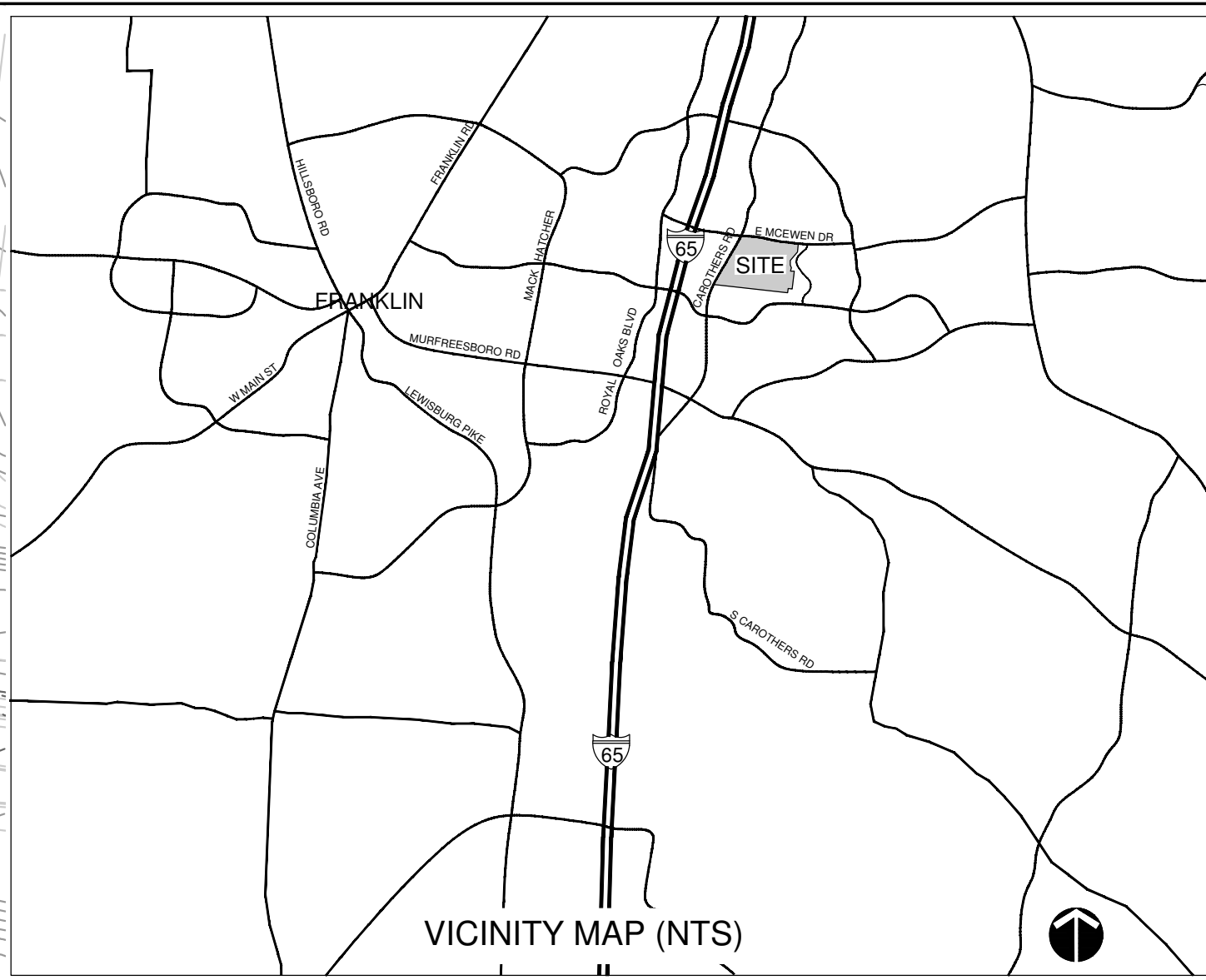
OVATION: SUBDIVISION (SD-X DISTRICT) DEVELOPMENT PLAN (REVISION 1)

HIGHWOODS REALTY, LP AND SS MCEWEN, LP, FRANKLIN, TN
OVERALL SITE (ENTIRE OVATION SUBDIVISION)



CLARK CERTIFIED
LANDSCAPE ARCHITECT

KISERVOGRINDESIGN
5985 McMillan Blvd. Ste. 100, Franklin, TN 37067
615.587.1771



----- PROPOSED SD-X PUD ZONING/PROPERTY LINE BOUNDARY

Parkland Dedication Calculations*
*Note: Land Value established at \$3.95/sf per purchase price

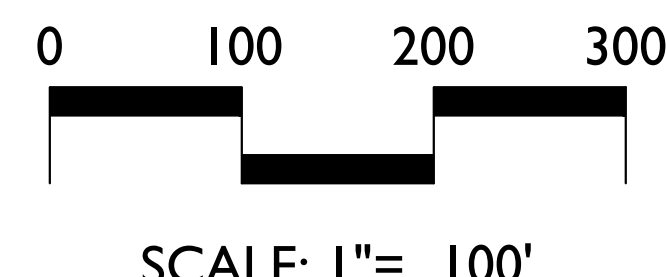
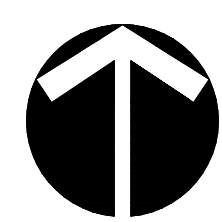
Calculation of Requirement					
Total Dedication Required for 950 Residential Units					
description	qty	dedication	units	land total (\$)	cash total
First 95 Units	95	1,200	sf	42,000	0.96
Remaining 915 Units	915	600	sf	549,000	12.60
Total Required Parkland Dedication				591,000	13.57
					\$ 2,322,630

Contribution by Product					
description	units	Dedication			
		land total (\$)	land total (\$)	cash total	%
Residential over Retail Units	105	65,323	1,350	\$ 256,712	11.1%
Single Residential Units	275	212,079	1,818	\$ 672,340	28.9%
Updown Residential Units	395	245,732	5,64	\$ 965,725	41.6%
Three Residential Units	175	108,866	2,30	\$ 427,853	18.4%
Total		950	991,000	13.57	\$ 2,322,630
				100%	

Proposed Land and Construction Dedication					
description	qty	cost	units	Dedication	
				land total (\$)	cash total
Multi-Modal Trail	17,497		sf	17,497	0.46
Hiking Trails (Southern Portion of Property)	819,989		sf	819,989	18.82
Total Proposed Land Dedication				837,486	19.23
					\$ 3,291,320

Construction Dedication					
description	qty	cost	units	Dedication	
				land total (\$)	cash total
Multi-Modal Trail (12' Wide Concrete Trail)	17,497	\$ 4,25	sf	18,922	0.48
Off-site Multi-Modal Trail	25,649	\$ 4,25	sf	27,737	0.64
Multi-Modal Trail Grading, Clearing and Grubbing	43,346	\$ 1.38	sf	15,151	0.35
Multi-Modal Trail Furnishings	1	\$ 254,500	ls	65,267	1.50
Multi-Modal Trail Crosswalks	1	\$ 70,000	ls	17,812	0.41
Hiking Trails (12' wide Playsoft Multi-Trail)	5,400	\$ 12.00	sf	16,480	0.38
Off-site Hiking Trails (12' wide Playsoft Multi-Trail)		\$ 12,000	sf		
Hiking Trail Grading, Clearing and Grubbing	27,000	\$ 1.38	sf	9,481	0.22
Hiking Trail Furnishings	1	\$ 15,000	ls	3,817	0.09
Trailhead at Hiking Trail	1	\$ 50,000	ls	12,723	0.29
Hiking Trail Wayfinding	1	\$ 12,000	ls	3,053	0.07
Trail Pegaia	1	\$ 20,000	ls	5,089	0.12
Hiking Trail Maintenance (15 years)	15	\$ 18,000	sf	73,137	1.65
Total Proposed Construction Dedication				267,677	6.15
					\$ 1,051,972

Calculation of Additional Dedication Required					
description	qty	cost	units	Dedication	
				land total (\$)	cash total
land dedication				837,486	19.23
construction dedication				267,677	6.15
Total Proposed Dedication				1,105,163	25.37
Required Dedication				991,000	13.57
Dedication Beyond Requirement				514,163	11.80
					\$ 2,020,662



SCALE: 1"= 100'

REVISIONS:
09/04/2014 PER C.O.F. STAFF COMMENTS

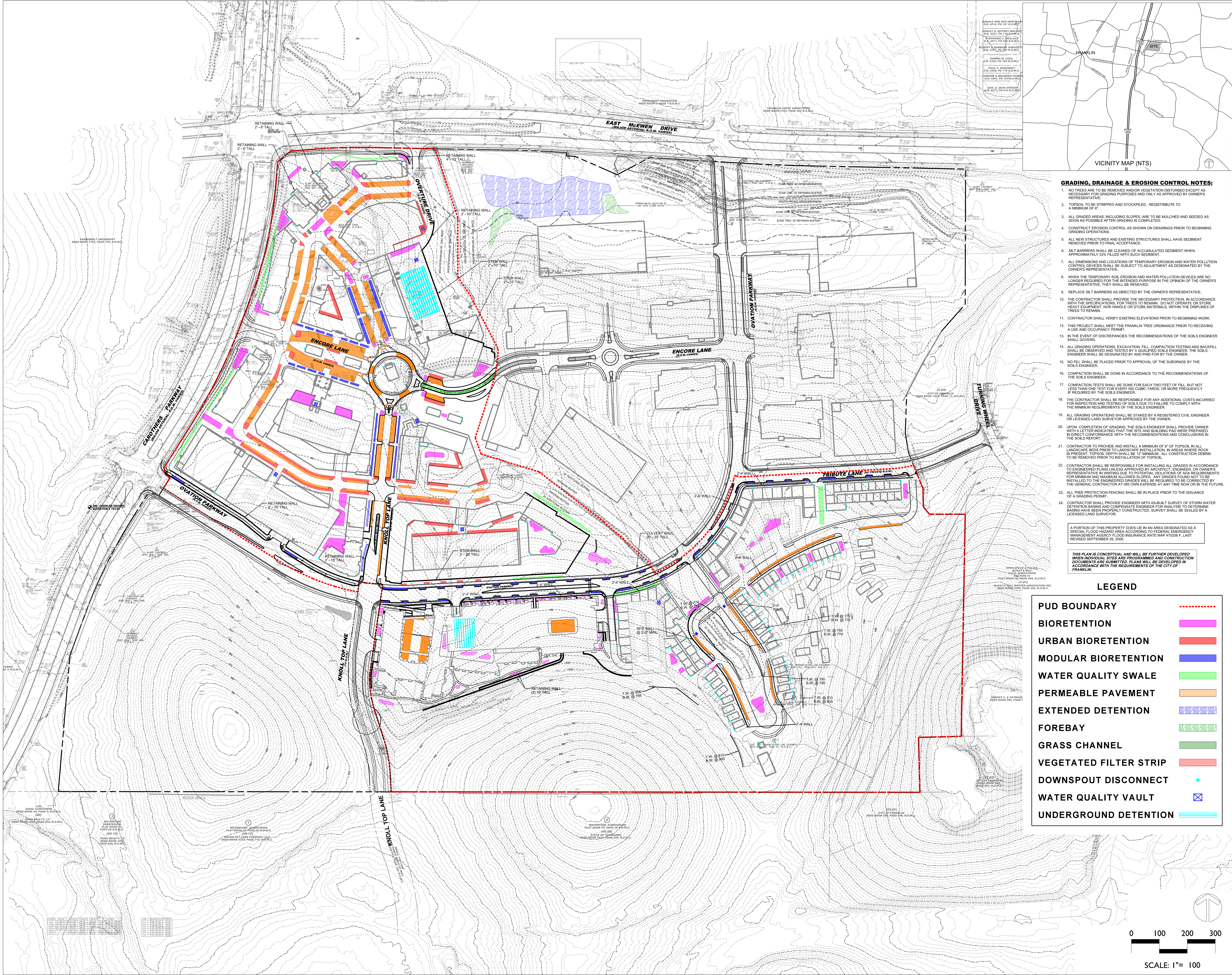
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CHECKED BY: GHV
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SHEET NUMBER:

CITY OF FRANKLIN PROJECT # 465

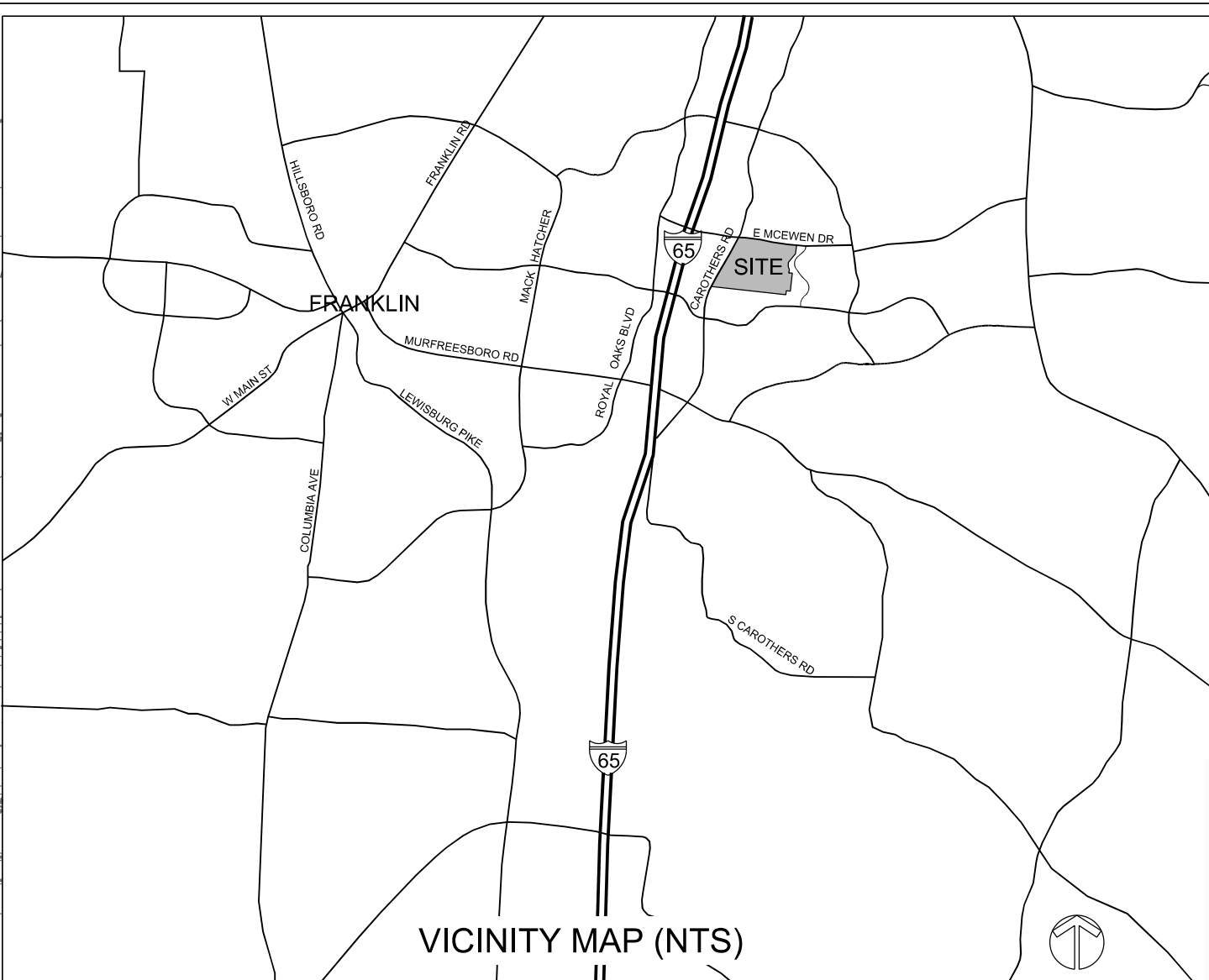
OVATION: SUBDIVISION (SD-X DISTRICT) DEVELOPMENT PLAN
HIGHWOODS REALTY, LP AND SS MCEWEN, LP, FRANKLIN, TN
PARKLAND DEDICATION

(REVISION 1)





WORLD AND SUE HARTMAN
R.B. 424, PG 101 R.O.M.C.
BRIAN & JEFFREY HARRIS
R.B. 424, PG 101 R.O.M.C.
STEPHANIE J. HALL
R.B. 424, PG 101 R.O.M.C.
ROBERT A. HARRIS
R.B. 424, PG 101 R.O.M.C.
KARLA M. LUGA
R.B. 424, PG 101 R.O.M.C.
JAMES A. MCNEELY
R.B. 424, PG 101 R.O.M.C.
KIMBERLY A. HARRIS
R.B. 424, PG 101 R.O.M.C.
JAIL & JACK STROUD
R.B. 424, PG 101 R.O.M.C.



GRADING, DRAINAGE & EROSION CONTROL NOTES:

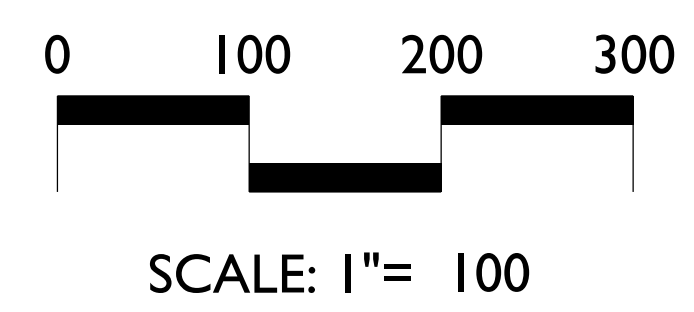
1. NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES AND ONLY AS APPROVED BY OWNERS REPRESENTATIVE.
2. TOPSOIL TO BE STRIPPED AND STOCKPILED. REDISTRIBUTE TO A MINIMUM OF 4".
3. ALL GRADED AREAS, INCLUDING SLOPES, ARE TO BE MULCHED AND SEEDED AS SOON AS POSSIBLE AFTER GRADING IS COMPLETED.
4. CONSTRUCT EROSION CONTROL AS SHOWN ON DRAWINGS PRIOR TO BEGINNING GRADING OPERATIONS.
5. ALL NEW STRUCTURES AND EXISTING STRUCTURES SHALL HAVE SEDIMENT REMOVED PRIOR TO FINAL ACCEPTANCE.
6. SILT BARRIERS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY 50% FILLED WITH SOIL SEDIMENT.
7. ALL DIMENSIONS AND LOCATIONS OF TEMPORARY EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DESIGNATED BY THE OWNERS REPRESENTATIVE.
8. WHEN THE TEMPORARY SOIL EROSION AND WATER POLLUTION DEVICES ARE NO LONGER REQUIRED FOR THE INTENDED PURPOSE IN THE OPINION OF THE OWNERS REPRESENTATIVE, THEY SHALL BE REMOVED.
9. REPLACE SILT BARRIERS AS DIRECTED BY THE OWNERS REPRESENTATIVE.
10. THE CONTRACTOR SHALL PROVIDE THE NECESSARY PROTECTION, IN ACCORDANCE WITH THE SPECIFICATIONS, FOR TREES TO REMAIN. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE OR STORE MATERIALS, WITHIN THE DRILPINES OF TREES TO REMAIN.
11. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS PRIOR TO BEGINNING WORK.
12. THIS PROJECT SHALL MEET THE FRANKLIN TREE ORDINANCE PRIOR TO RECEIVING A USE AND OCCUPANCY PERMIT.
13. IN THE EVENT OF DISCREPANCIES THE RECOMMENDATIONS OF THE SOILS ENGINEER SHALL GOVERN.
14. ALL GRADING OPERATIONS, EXCAVATION, FILL, COMPACTION TESTING AND BACKFILL SHALL BE OBSERVED AND TESTED BY A QUALIFIED SOILS ENGINEER. THE SOILS ENGINEER SHALL BE DESIGNATED BY AND PAID FOR BY THE OWNER.
15. NO FILL SHALL BE PLACED PRIOR TO APPROVAL OF THE SUBGRADE BY THE SOILS ENGINEER.
16. COMPACTION SHALL BE DONE IN ACCORDANCE TO THE RECOMMENDATIONS OF THE SOILS ENGINEER.
17. COMPACTION TESTS SHALL BE DONE FOR EACH TWO FEET OF FILL, BUT NOT LESS THAN ONE TEST FOR EVERY 500 CUBIC YARDS, OR MORE FREQUENTLY IF REQUIRED BY THE SOILS ENGINEER.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL COSTS INCURRED FOR INSPECTION AND TESTING OF SOILS DUE TO FAILURE TO COMPLY WITH THE MINIMUM REQUIREMENTS OF THE SOILS ENGINEER.
19. ALL GRADING OPERATIONS SHALL BE STAKED BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR APPROVED BY THE OWNER.
20. UPON COMPLETION OF GRADING, THE SOILS ENGINEER SHALL PROVIDE OWNER WITH A LETTER INDICATING THAT THE SITE AND BUILDING PAD WERE PREPARED IN DIRECT CONFORMANCE WITH THE RECOMMENDATIONS AND CONCLUSIONS IN THE SOILS REPORT.
21. CONTRACTOR TO PROVIDE AND INSTALL A MINIMUM OF 6" OF TOPSOIL IN ALL LANDSCAPE BEDS PRIOR TO LANDSCAPE INSTALLATION, IN AREAS WHERE ROCK IS PRESENT, TOPSOIL DEPTH SHALL BE 12" MINIMUM. ALL CONSTRUCTION DEBRIS TO BE REMOVED PRIOR TO INSTALLATION OF TOPSOIL.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL GRADES IN ACCORDANCE TO ENGINEERED PLANS UNLESS APPROVED BY ARCHITECT, ENGINEER, OR OWNERS REPRESENTATIVE. DUE TO POTENTIAL VIOLATIONS OF ADA REQUIREMENTS FOR MINIMUM AND MAXIMUM ALLOWED SLOPES, ANY GRADES FOUND NOT TO BE INSTALLED TO THE ENGINEERED GRADES WILL BE REQUIRED TO BE CORRECTED BY THE GENERAL CONTRACTOR AT HIS OWN EXPENSE AT ANY TIME NOW OR IN THE FUTURE.
23. ALL TREE PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING PERMIT.
24. CONTRACTOR SHALL PROVIDE ENGINEER WITH AS-BUILT SURVEY OF STORM WATER DETENTION BASINS AND COMPENSATE ENGINEER FOR ANALYSIS TO DETERMINE BASINS HAVE BEEN PROPERLY CONSTRUCTED. SURVEY SHALL BE SEALED BY A LICENSED LAND SURVEYOR.

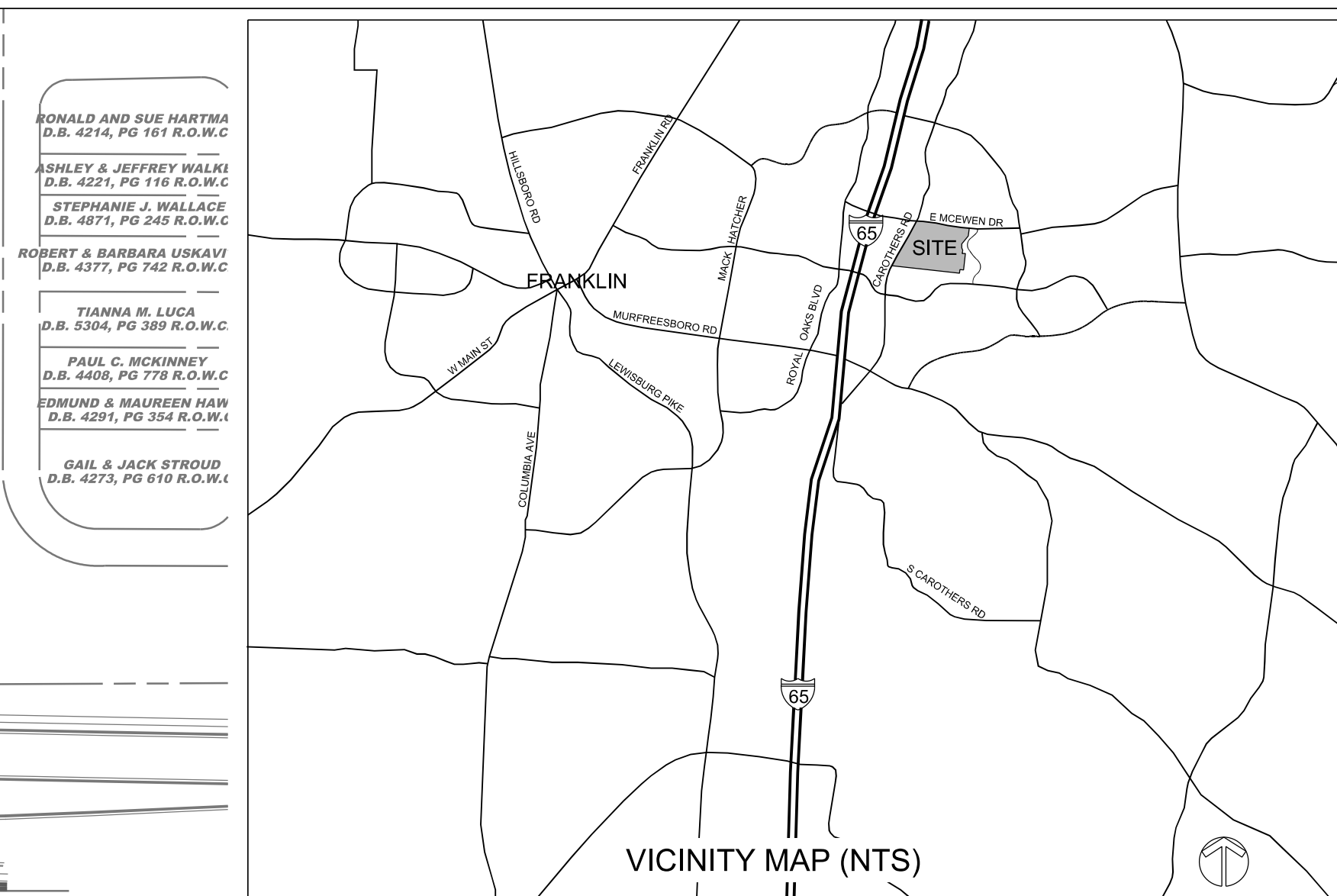
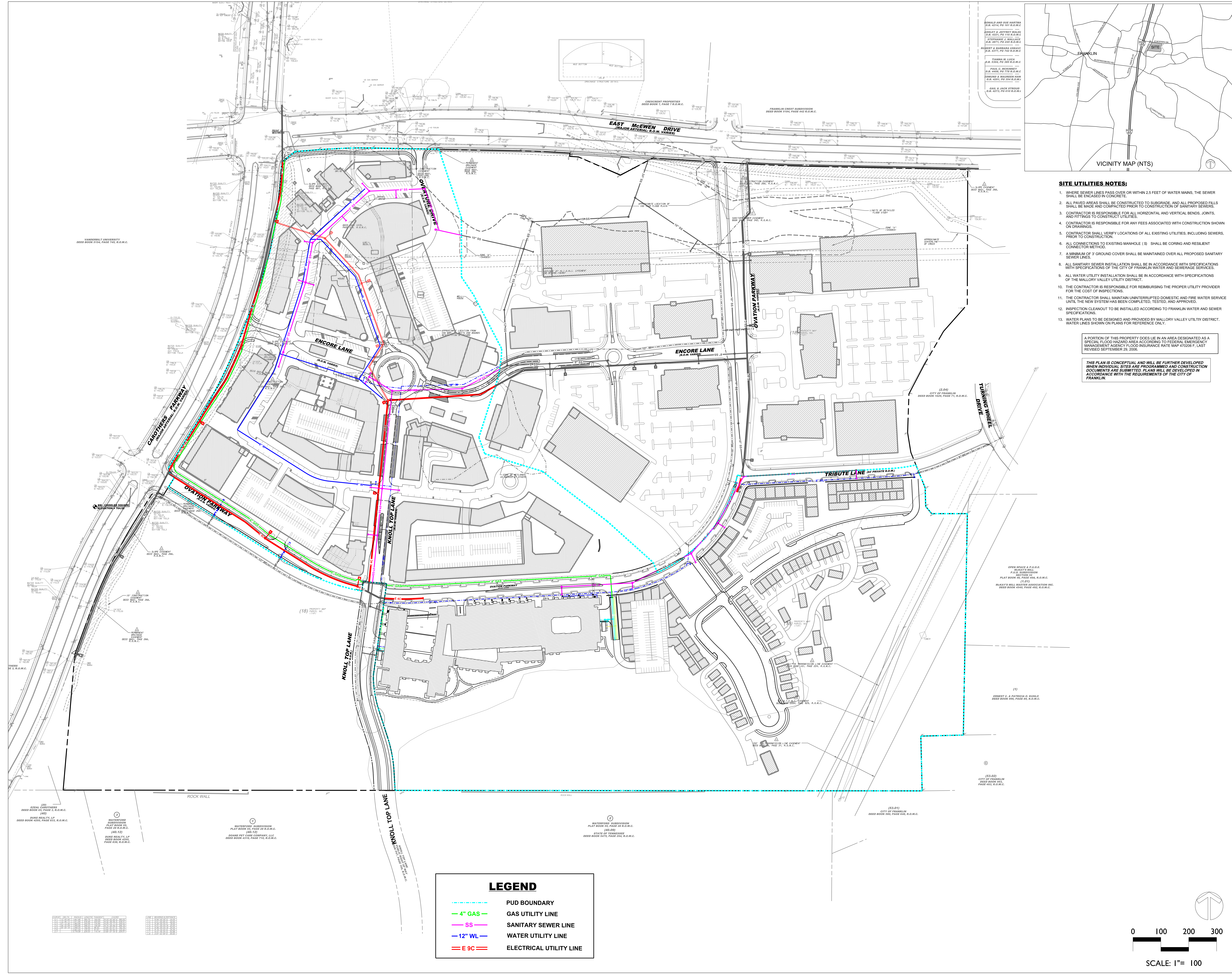
A PORTION OF THIS PROPERTY DOES LIE IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 470206 F, LAST REVISED SEPTEMBER 20, 2006.

THIS PLAN IS CONCEPTUAL AND WILL BE FURTHER DEVELOPED WHEN INDIVIDUAL SITES ARE PROGRAMMED AND CONSTRUCTION DOCUMENTS ARE SUBMITTED. THIS PLAN WILL BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FRANKLIN.

LEGEND

PUD BOUNDARY	-----
BIORETENTION	■
URBAN BIORETENTION	■
MODULAR BIORETENTION	■
WATER QUALITY SWALE	■
PERMEABLE PAVEMENT	■
EXTENDED DETENTION	■
FOREBAY	■
GRASS CHANNEL	■
VEGETATED FILTER STRIP	■
DOWNSPOUT DISCONNECT	●
WATER QUALITY VAULT	⊠
UNDERGROUND DETENTION	■





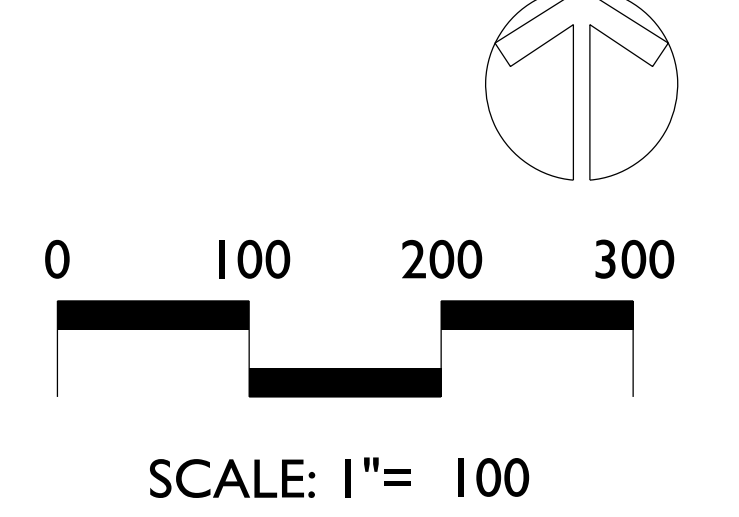
- SITE UTILITIES NOTES:**
- WHERE SEWER LINES PASS OVER OR WITHIN 2.5 FEET OF WATER MAINS, THE SEWER SHALL BE ENCASED IN CONCRETE.
 - ALL PAVED AREAS SHALL BE CONSTRUCTED TO SUBGRADE, AND ALL PROPOSED FILLS SHALL BE MADE AND COMPACTED PRIOR TO CONSTRUCTION OF SANITARY SEWERS.
 - CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL BENDS, JOINTS, AND FITTINGS TO CONSTRUCT UTILITIES.
 - CONTRACTOR IS RESPONSIBLE FOR ANY FEES ASSOCIATED WITH CONSTRUCTION SHOWN ON DRAWINGS.
 - CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES, INCLUDING SEWERS, PRIOR TO CONSTRUCTION.
 - ALL CONNECTIONS TO EXISTING MANHOLE (S) SHALL BE CORING AND RESILIENT CONNECTOR METHOD.
 - A MINIMUM OF 3' GROUND COVER SHALL BE MAINTAINED OVER ALL PROPOSED SANITARY SEWER LINES.
 - ALL SANITARY SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS WITH SPECIFICATIONS OF THE CITY OF FRANKLIN WATER AND SEWERSAGE SERVICES.
 - ALL WATER UTILITY INSTALLATION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS OF THE MALLORY VALLEY UTILITY DISTRICT.
 - THE CONTRACTOR IS RESPONSIBLE FOR REIMBURSING THE PROPER UTILITY PROVIDER FOR THE COST OF INSPECTIONS.
 - THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED DOMESTIC AND FIRE WATER SERVICE UNTIL THE NEW SYSTEM HAS BEEN COMPLETED, TESTED, AND APPROVED.
 - INSPECTION CLEANOUT TO BE INSTALLED ACCORDING TO FRANKLIN WATER AND SEWER SPECIFICATIONS.
 - WATER PLANS TO BE DESIGNED AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT. WATER LINES SHOWN ON PLANS FOR REFERENCE ONLY.

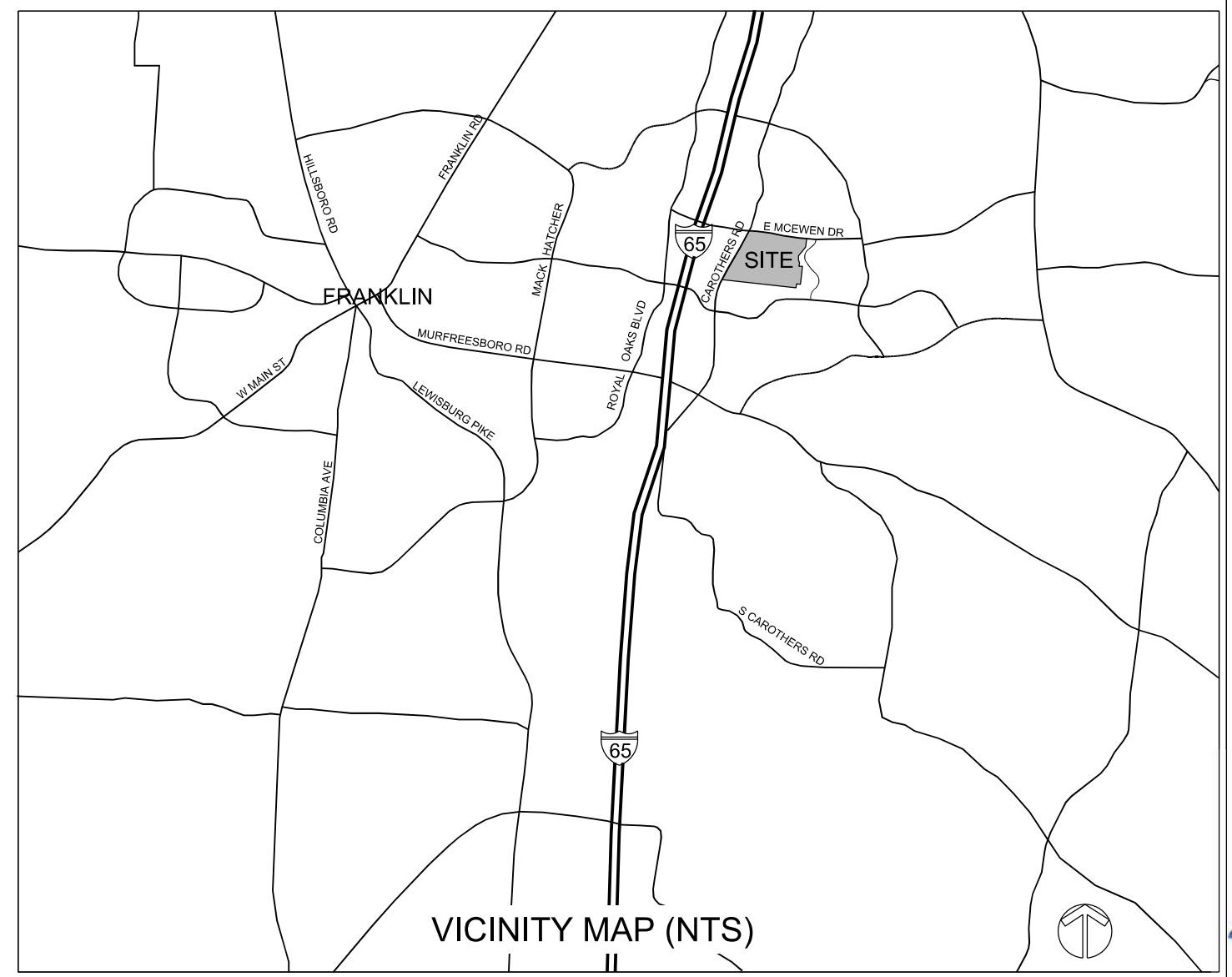
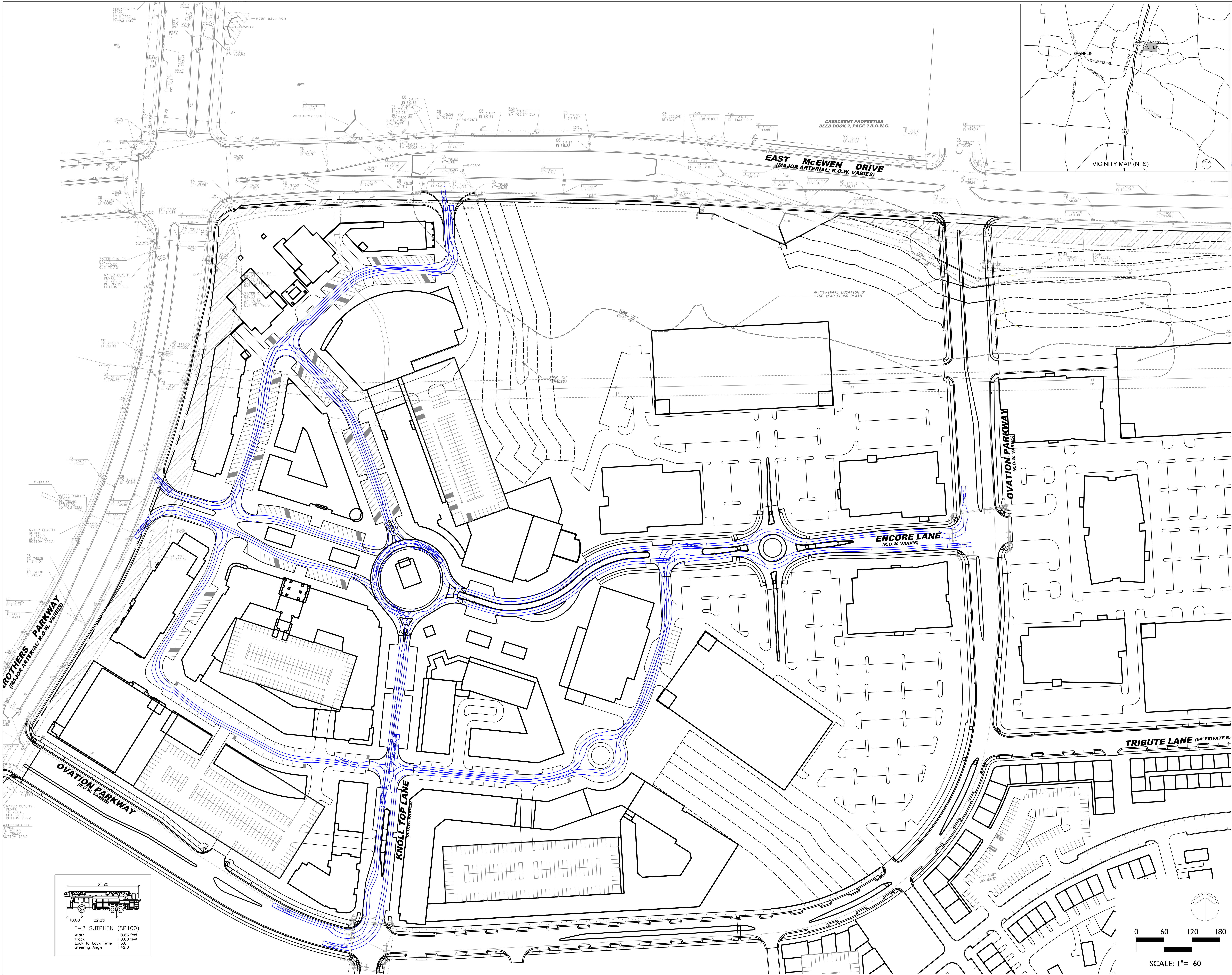
A PORTION OF THIS PROPERTY DOES LIE IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 470206 F, LAST REVISED SEPTEMBER 25, 2006.

THIS PLAN IS CONCEPTUAL AND WILL BE FURTHER DEVELOPED WHEN INDIVIDUAL SITES ARE PROGRAMMED AND CONSTRUCTION DOCUMENTS ARE SUBMITTED. PLANS WILL BE DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FRANKLIN.

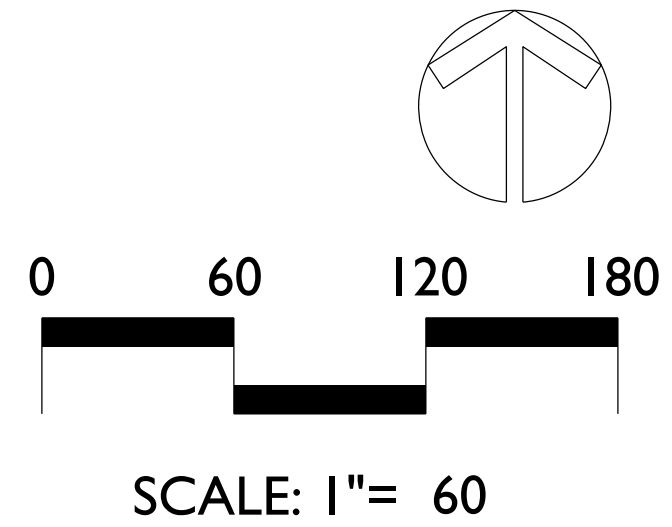
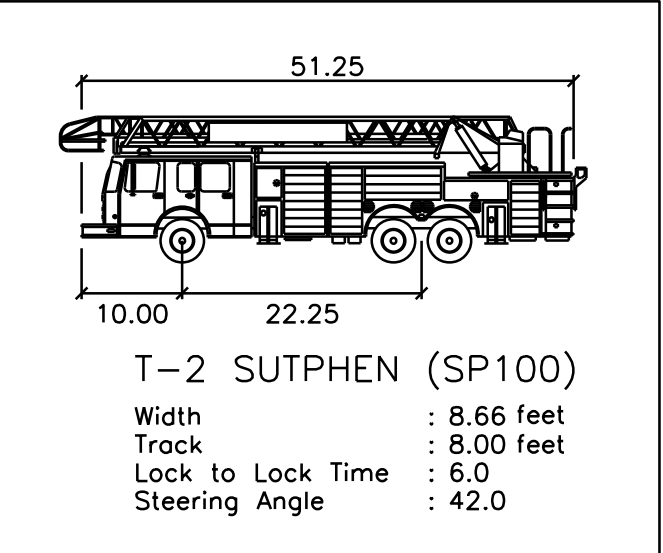
LEGEND

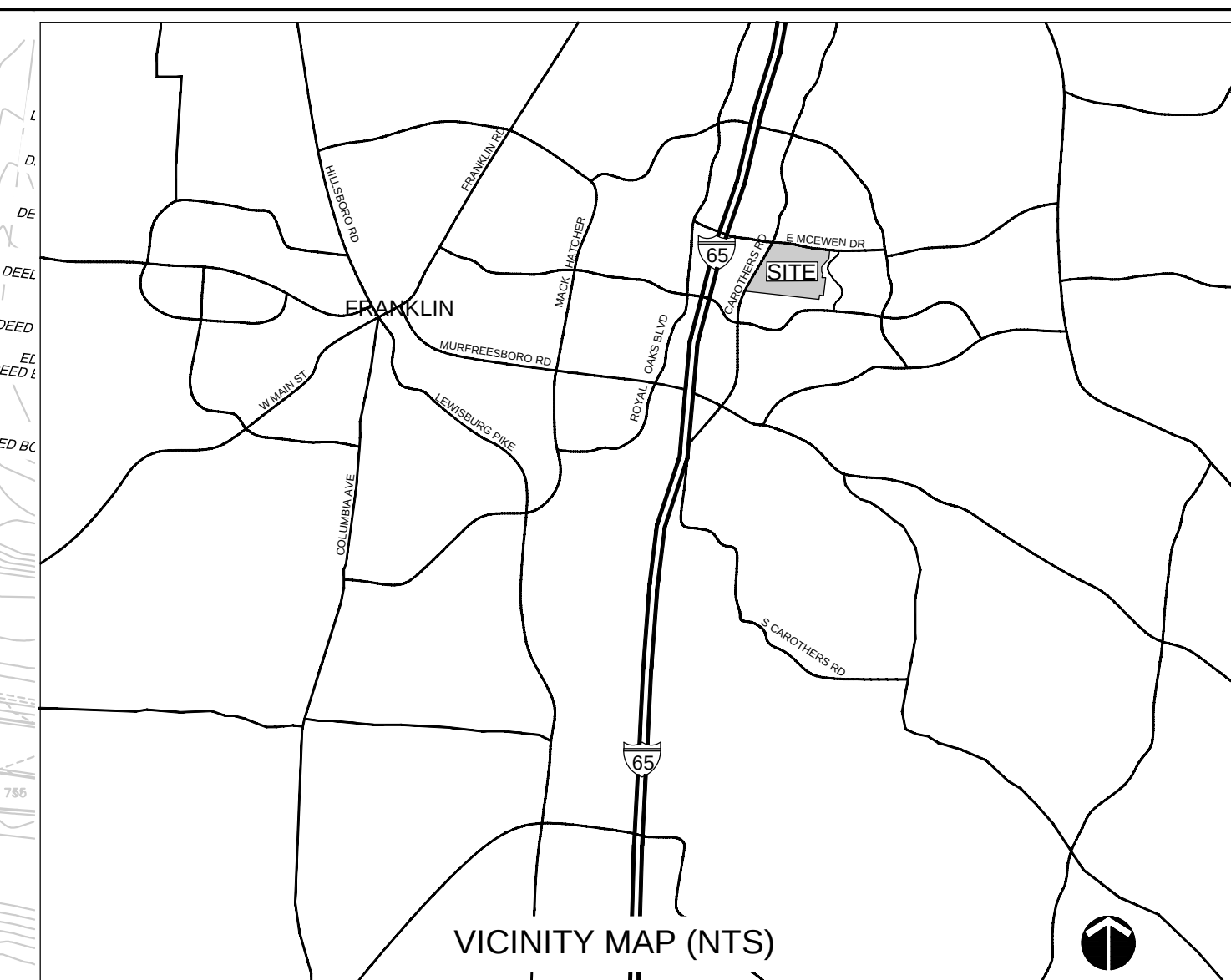
- PUD BOUNDARY
- GAS UTILITY LINE
- SANITARY SEWER LINE
- WATER UTILITY LINE
- E 9C
- ELECTRICAL UTILITY LINE





OVATION: SUBDIVISION (SD-X DISTRICT) DEVELOPMENT PLAN
HIGHWOODS REALTY, LP AND SS MCEWEN, LP, FRANKLIN, TN
(REVISION 1)





SITE DATA

PROJECT NAME: OVATION
PROJECT NUMBER: 6463
SUBDIVISION: OVATION
MAP: PARCEL NUMBERS: 18.04 AND 18.05
ADDRESS: SOUTHEAST INTERSECTION OF EAST MCEWEN DRIVE AND SOUTH CAROTHERS PARKWAY IN THE COOL SPRINGS AREA
COUNTY: WILLIAMSON
STATE: TENNESSEE
CITY: FRANKLIN
CIVIL DISTRICT: 3

EXISTING ZONING & CHARACTER AREA OVERLAY: GC - GENERAL COMMERCIAL, & MECD-4
PROPOSED ZONING: SD-X
OVERLAYS: FWD & FFD ON PORTIONS OF SITE
APPLICABLE DEVELOPMENT STANDARDS: CONVENTIONAL
SITE ACRESAGE: +/- 148.48 AC
SITE SQUARE FOOTAGE: +/- 6,237,109 SF
PUD SITE ACRESAGE: +/- 77.7 AC
PUD SITE SQUARE FOOTAGE: +/- 3,380,351.1 SF
MINIMUM PERMETER REQUIRED: SETBACK LINES
YARD FRONTING ON ANY STREET: 30 FEET (EXISTING R.O.W. & 20' OFF PROPOSED R.O.W.)

SIDE YARD: 15 FEET
REAR YARD: 25 FEET

SITE DEVELOPMENT INTERNAL SETBACKS

Standard	Residential Detached (Street Loaded)	Residential Detached (Alley Loaded)	Residential Attached	Mixed-Use	Nonresidential
Front yard and side street setback	10-30 feet	10-30 feet	0 or 5-25 feet	0-15 feet	0-20 feet
Side yard setback	5 feet	5 feet	0 feet	0 feet	0 feet
Rear yard setback	5 feet	5 feet	5 feet	0 feet	0 feet

BUILDING SQUARE FOOTAGE: +/- 2,382,150 SF
BUILDING HEIGHT: 1-12 STORIES
LANDSCAPE SURFACE RATIO: 0.46
MIN. LANDSCAPE SURFACE RATIO: 0.20
MIN. PARKING REQUIREMENT: RESIDENTIAL = 1981 SPACES (433-1 BR. UNITS, 427-2 BR. UNITS, & 25-3 BR. UNITS)
MIN. PARKING REQUIREMENT: NON-RESIDENTIAL = 3270 SPACES
MAX. PARKING LIMIT: 4636 SPACES
PARKING PROVIDED: WALKERS SHARED PARKING ANALYSIS RECOMMENDS PROVIDING A TOTAL OF 3,605 SPACES TO MEET THE OVERALL SHARED PARKING DEMAND FOR DEVELOPMENT. PLANNED PROVIDED PARKING IS 3,923 SPACES.
RESIDENTIAL DEDICATION: GROSS = 12.24, NET = 16.48 (SEE CHART BELOW FOR BREAKDOWN)
PROPOSED LAND USE: MIXED-USE
TREE CANOPY: 41.3%
PARKLAND DEDICATION REQUIREMENT: 13.57 AC
PARKLAND DEDICATION: REQUIREMENT SATISFIED WITH 13.57 AC OF MODIFIED PARKLAND DEDICATION**
OPEN SPACE: 2.1 AC REQUIRED/2.1 AC PROVIDED
INCOMPATIBLE USE BUFFER: N/A

MODIFICATION OF STANDARDS

* 1. THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS FOR A REDUCTION OF RESIDENTIAL PARKING REQUIREMENTS. SEE PARKING REPORT PREPARED BY WALKER PARKING CONSULTANTS DATED MAY 1, 2014.

** 2. THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS SO THAT A COMBINATION OF DEDICATION OF LAND AND CONSTRUCTION OF TRAILS CAN BE USED TO SATISFY PARKLAND DEDICATION REQUIREMENTS INSTEAD OF PURE LAND DEDICATION OR FEES IN LIEU OF (SEE SHEET L-4).

3. THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS FOR RETAINING WALLS TO COMPLY WITH NON-RESIDENTIAL MIXED USE STANDARDS FOR IS A MAXIMUM HEIGHT OF 10 FEET.

4. THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS FOR SIGNAGE.

A. To allow an increase of free standing and development signs to a maximum height of 20 feet measured from the centerline of the adjacent street.

B. To allow an increase of free standing and development sign face heights to a maximum height of 12 feet.

C. To allow 2 signs per entrance on internal development streets to individual development sectors.

D. To allow a free standing development sign at the open space park at the intersection of McEwen and Carothers Parkway. Height determination of this sign relative to adjacent streets shall be coordinated at site plan submittal.

E. Hanging sign requirements shall also include the use of Blade Signs perpendicular to the building storefront.

F. Attached Storefront Signs shall be a maximum sign area of two square feet per linear foot of building sign.

- To allow the above modification of standards to sign monuments located at the intersection of Ovation Parkway and McEwen Drive within the General Commercial District.

5. THE APPLICANT REQUESTS A MODIFICATION OF STANDARDS FOR RESIDENTIAL BUILDINGS WITH A MAXIMUM BUILDING LENGTH OF 200'. PROPOSED MAX BUILDING LENGTH IS TO BE 766 FEET.

GENERAL NOTES

1. There are no historical structures on this site as identified by The National Registers of Historic Places.

2. Based on RPM Transportation Consultants LLC's traffic impact study completed in October 2013, the total trip generation for all land uses will be 29,735 trips per day.

3. Adequate turning movements shall be provided for utility and service vehicles (See Sheet P 3.0).

4. This development will result in an increase of 950 household units. Based on an average of 0.23 school age students per multifamily household, this will increase the current student school population by a total of +/- 53 students within the following schools:

- Kenneth Elementary School = 4.8 miles away
- Woodland Middle School = 5.1 miles away
- Centennial High School = 1.4 miles away

5. All public improvements to be located in an easement.

6. Prior to construction, tree protection fence to be constructed per City of Franklin specifications.

7. This site will require the use of on-site water quality practices to treat stormwater from the site.

8. (ML) = LOCAL MIXED-USE ADJACENT LAND USE DISTRICT
(RX) = RESIDENTIAL VARIETY ADJACENT LAND USE DISTRICT
(GO) = GENERAL OFFICE ADJACENT LAND USE DISTRICT
(RS) = RESIDENTIAL ADJACENT LAND USE DISTRICT

9. Redeemed (reuse) water facilities: Use of reclaimed water will be incorporated if available to the site.

10. Refuse collection from residential units will be private.

11. Existing Franklin Transit Authority TMA Eastbound route stops at Malloy Lane and McEwen Drive.

12. Project to be completed in 2 Phases (1A, 1B and 2). See map for illustrated phase delineations. Electric commencement is August of 2014.

13. Site lighting to be S-Relux model 054-1403976-R5-430-28, or similar, in coordination with Middle TN Electric Company and the City of Franklin Design Standards and will be to pedestrian scale and illuminated with cut-off fixtures.

14. Nearest Facilities:

- FIRE = Franklin Fire Department Station 2, 2.9 miles away
- POLICE = Franklin Police Department, 4.6 miles away
- RECREATIONAL = Liberty Park, 100 feet away

15. Per the Land Use Plan Area MECD-4, Attached residential dwellings uses are appropriate in the southeast corner of MECD-4. High quality design and people friendly environments will be encouraged through heightened standards and site design to reinforce the small town appeal of Franklin.

16. This proposed mixed-use development is compatible with the surrounding area, given the adjacent uses to the west across I-40, and to the north.

17. This site has direct access to McEwen Drive, which is a major arterial, and Carothers Parkway, which is also a major arterial, to collect and disperse vehicular traffic. Refer to Traffic Impact Study prepared by RMP Transportation Group.

18. Connectivity Index Score was approved on Preliminary Plan.

19. The anticipated impact on streets shown on the major thoroughfare plan is a fulfillment of the demands for connectivity connections and a reduction or minimal impact on major arterials. The proposed multi-modal trail and on-street bicycle path will provide alternative means of transportation.

20. Malloy Valley Utility District is the potable water supplier. Use of re-purified water will be incorporated if available. Maximum capacity is approximately 1.3 million GPD.

21. All streets to be private except for Knoll Top Lane.

22. All retaining walls shall be in compliance with the City of Franklin Zoning Ordinance.

23. All commercial, multi-family and single family residential shall have fire sprinkler systems.

24. City of Franklin is the sanitary sewer provider. Maximum capacity is approximately 1.3 million GPD.

25. Stormwater Quality and Quantity practices will be implemented on site.

26. The nearest hydrant is located west of Carothers at the intersection of Ovation Parkway. The hydrant has a static pressure of 144 PSI and residual pressure of 132 PSI.

SITE TABULATION MATRIX
SECTION A (521.44.71 SF +/- 11.2 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	1 Level Restaurant (3,700)	5,100	0	0	0
2	1 Level Restaurant	7,000	0	0	0
3	1 Level Restaurant	7,000	0	0	0
4	1 Level Retail	10,000	0	0	0
5	1 Level Restaurant	7,000	0	0	0
6	1 Level Retail (2,000) / 3 Levels Fitness & Wellness Above (+/- 31,000)	59,000	0	0	0
7	1 Level Retail	10,000	0	0	0
8	1 Level Retail (28,600) / 1-2 Level Theater Above (40,000) including the height of 4 story building	71,600	0	0	0
9	1 Level Retail (17,000) / 1 Level Music Venue (12,500) / 1 Level Office Above	29,500	30,000	0	0
10	1 Level Bank	5,000	0	0	0
Sub-Total		217,600	30,000	0	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION B (51,799.71 SF +/- 1.2 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	1 Level Restaurant	1,400	0	0	0
2	1 Level Restaurant	1,400	0	0	0
3	1 Level Restaurant	1,400	0	0	0
Sub-Total		4,200	0	0	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION C (526,553.48 SF +/- 12.1 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	1 Level Grocery	48,000	0	0	0
2	1 Level Retail (3,300) / Restaurant (6,000)	14,300	0	0	0
3	1 Level Retail / 3 Level Residential Above	56,000	0	105	0
4	4 Level Hotel	0	0	0	150
5	1 Level Retail	13,000	0	0	0
Sub-Total		131,300	0	105	150

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION D (107,964.46 SF +/- 2.5 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	1 Level Retail / 4 Level Multi-Family Above	11,700	0	0	200
Sub-Total		11,700	0	0	200

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION E (521,148.32 SF +/- 7.4 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	1 Level Retail / 4 Level Multi-Family Above	84,800	0	275	0
Sub-Total		84,800	0	275	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION F (632,521.51 SF +/- 14.3 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	5 Level Multi-Family	0	0	395	0
Sub-Total		0	0	395	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION G (116,327.31 SF +/- 1.47 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	3 Level Multi-Family Plus	0	0	21	0
2	3 Level Multi-Family (2 Level Towns over Plaza)	0	0	4	0
3	3 Level Multi-Family (Plus under 2 Level Towns)	0	0	4	0
4	3 Level Multi-Family (2 Level Towns over Plaza)	0	0	12	0
5	3 Level Multi-Family (Plus under 2 Level Towns)	0	0	12	0
Sub-Total		0	0	53	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION H (64,189.34 SF +/- 1.47 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	3 Level Plus over Podium Parking	0	0	60	0
Sub-Total		0	0	60	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION I (574,321.41 SF +/- 12.26 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	2.3 Level "Tree House"	0	0	25	0
Sub-Total		0	0	25	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

SECTION J (415,148.18 SF +/- 9.54 AC)

NUMBER	BUILDING USE	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
1	3 Level Townhouses	0	0	27	0
2	3 Level Cottages	0	0	15	0
3	2 Level "Tree House"	0	0	3	0
Sub-Total		0	0	45	0

*Individual building square footage is approximate (+/-) but will not exceed the overall square footage entitled by the PUD.

TOTAL NON-RESIDENTIAL BUILDING SQ. FT. / DWELLING UNITS AND HOTEL KEYS

	RETAIL COMMERCIAL (sq. ft.)	OFFICE COMMERCIAL (sq. ft.)	RESIDENTIAL (dwelling units)	HOTEL (keys)
TOTAL	450,000	30,000	930	450

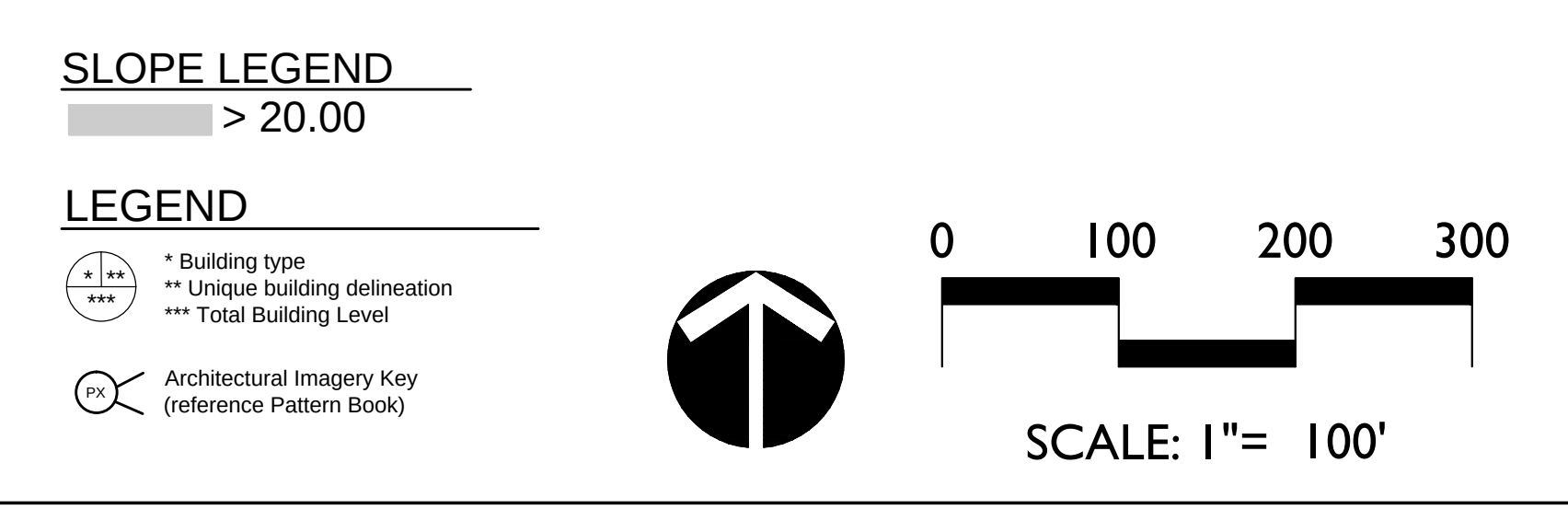
MINIMUM OPEN SPACE REQUIREMENTS FOR MIXED USE

Developable Acreage = Total P.U.D. Site Area - Village Overlay - 20% Slopes - Stream Buffers = 54.7 AC
 15 of Developable Acreage Required for Retail Open Space = 1.8 AC
 Minimum Open Space Required: 9.0 AC / Informal Open Space Provided = N/A

KEY	CLASS	TYPE	AREA OF OPEN SPACE (+/-)	MAX. PAVED AREA (SQ. FT.)
Area F-1	Formal	Entrance Park	33372.80	28298.24
Area F-2	Formal	Blvd. Median	10454.61	8363.69
Area F-3	Formal	Blvd. Median	12905.65	10324.52
Area F-4	Formal	Plaza	32779.58	26223.67
Area F-5	Formal	Village Green	17623.33	14096.58
Area F-6	Formal	Village Park	15122.08	10009.67
Total Formal O/S Provided			121647.95	(2.8 acres or 5%)

RESIDENTIAL PROJECT DENSITY

SECTION	SQ. FT.	AC	DU	DENSITY
A	521464.8	11.9	0	0.0
B	51799.7	1.2	0	0.0
C	526553.5	12.1	105	8.7
D	107964.5	2.5	0	0.0
E	321148.3	7.4	275	37.2
F	625521.6	14.46	395	27.3
G	210327.31	4.87	57	11.7
H	64189.34	1.47	60	40.8
I	534232.61	12.26	13	1.1
J	415748.18	9.54	45	4.7
Project Gross Density			777	950
Project Net Density			576	1243



OVATION

Subdivision SD-X District Pattern Book

September 04, 2014
City of Franklin, Tennessee

tree cover map



MCEWEN DRIVE

CAROTHERS PARKWAY

TVA OVERHEAD UTILITY EASEMENT

TURNING WHEEL LANE

 = EXISTING TREE COVER: 33.28 AC (43.4%)
REQUIRED TREE CANOPY PRESERVATION: 7.3 AC (22%)
PROVIDED TREE CANOPY PRESERVATION: 17.6 AC (52.8%)

ALL RENDERINGS ARE CONCEPTUAL IN NATURE AND ARE SUBJECT TO REVISION.

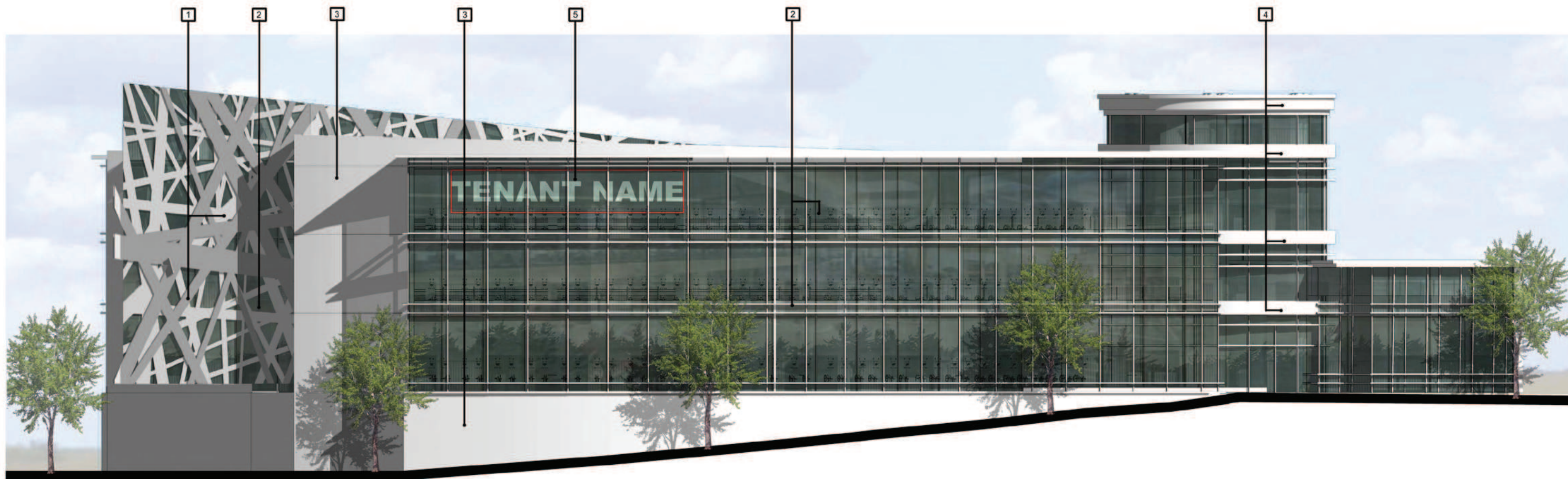
PROPOSED MX/SD-X DISTRICT WITH PUD OVERLAY

OVATION

Franklin, Williamson County, Tennessee

MARCH 6, 2014

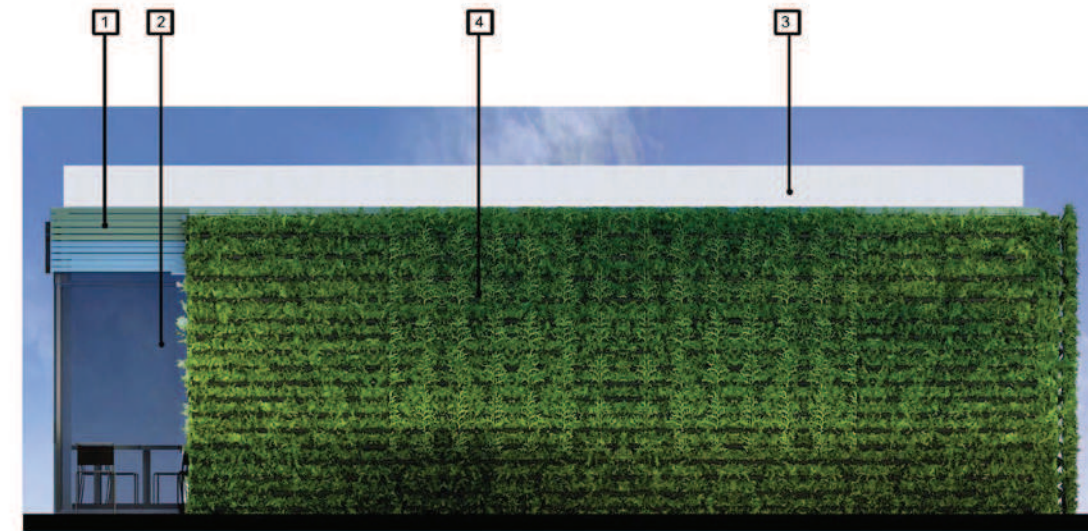




TYPICAL MIXED-USE BUILDING

FINISH SCHEDULE	
1.	ALUMINUM CLAD STOREFRONT
2.	ALUMINUM STOREFRONT SYSTEM
3.	STONE/BRICK VENEER
4.	ALUMINUM PANEL SYSTEM
5.	BY TENANT

*Materials and colors indicated on these elevations are intended to be preliminary at this time and shall serve as an indication as to the level of quality the developer strives for, as the project advances. Exact materials and colors are anticipated to be as indicated herein, or very close, but will be further determined as the design process progresses and the exact tenant mix is determined.

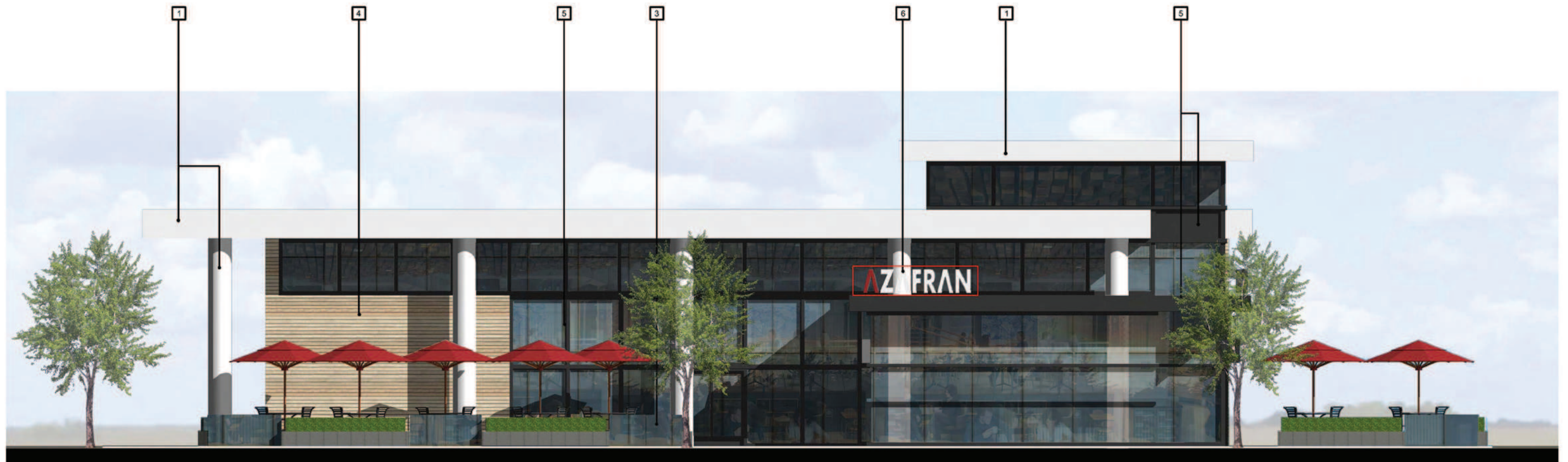


TYPICAL JEWEL BOX BUILDING

FINISH SCHEDULE

1. METAL CLADDING
2. ALUMINUM STOREFRONT SYSTEM
3. EIFS/STUCCO
4. GREEN HANGING WALL SYSTEM
5. BY TENANT

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TYPICAL OUTPARCEL BUILDING

FINISH SCHEDULE

1. ALUMINUM PANEL SYSTEM
2. STUCCO/EIFS
3. STONE/BRICK VENEER
4. WOOD VENEER
5. ALUMINUM STOREFRONT SYSTEM
6. BY TENANT

*Materials and colors indicated on these elevations are intended to be preliminary at this time and shall serve as an indication as to the level of quality the developer strives for, as the project advances. Exact materials and colors are anticipated to be as indicated herein, or very close, but will be further determined as the design process progresses and the exact tenant mix is determined.

TLD

Thomas Land & Development

SOUTHSTAR 

OVATION
FRANKLIN, TENNESSEE



WAKEFIELD
BEASLEY &
ASSOCIATES



TYPICAL PARKING DECK

FINISH SCHEDULE

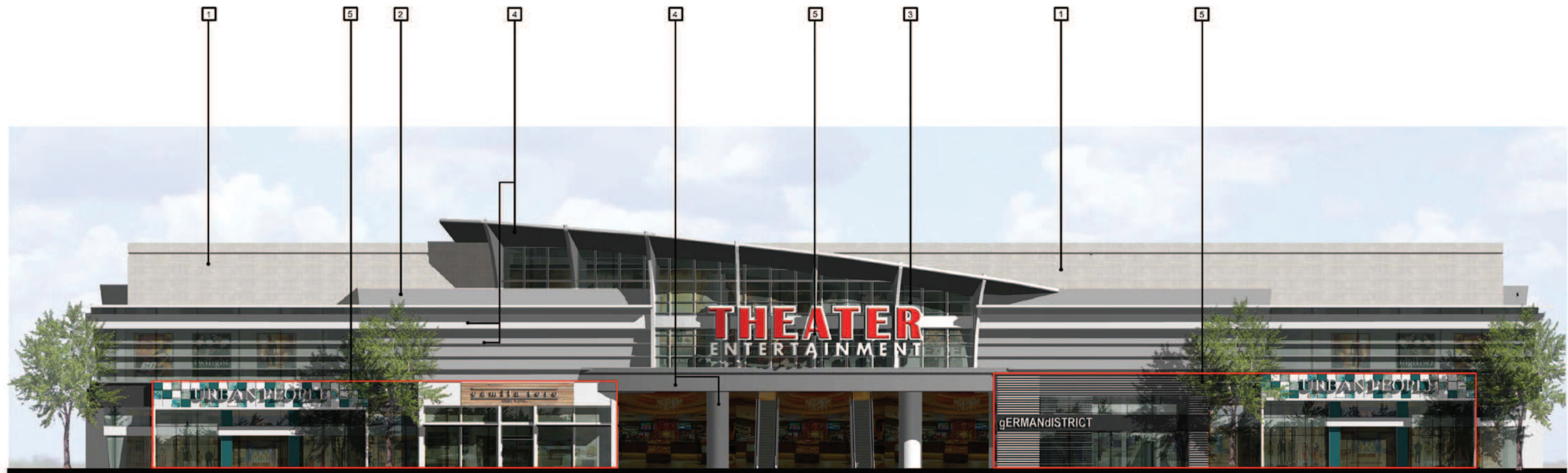
1. PRECAST CONCRETE
2. ALUMINUM CLAD STRUCTURE



TYPICAL RESIDENTIAL BUILDING

FINISH SCHEDULE	
1.	STONE VENEER
2.	BRICK VENEER
3.	EIFS/STUCCO
4.	GLASS/ALUMINUM RAILING
5.	ALUMINUM PANEL SYSTEM
6.	ALUMINUM STOREFRONT SYSTEM
7.	BY TENANT

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TYPICAL CINEMA/RETAIL BUILDING

FINISH SCHEDULE

1. STONE/BRICK VENEER
2. STUCO/EIFS
3. ALUMINUM STOREFRONT SYSTEM
4. ALUMINUM PANEL SYSTEM
5. BY TENANT

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OUTPARCEL BUILDING A3

FINISH SCHEDULE

1. METAL CLADDING
2. ALUMINUM STOREFRONT SYSTEM
3. CAST STONE
4. EFIS
5. METAL CANOPY
6. BY TENANT

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TLD

Thomas Land & Development

SOUTHSTAR 

OVATION
FRANKLIN, TENNESSEE



WAKEFIELD
BEASLEY &
ASSOCIATES



OUTPARCEL BUILDING C2

FINISH SCHEDULE

1. METAL CANOPY
2. ALUMINUM STOREFRONT SYSTEM
3. STONE VENEER
4. ALUMINUM PANEL SYSTEM
5. BY TENANT

*Materials and colors indicated on these elevations are intended to be preliminary at this time and shall serve as an indication as to the level of quality the developer strives for, as the project advances. Exact materials and colors are anticipated to be as indicated herein, or very close, but will be further determined as the design process progresses and the exact tenant mix is determined.

TLD

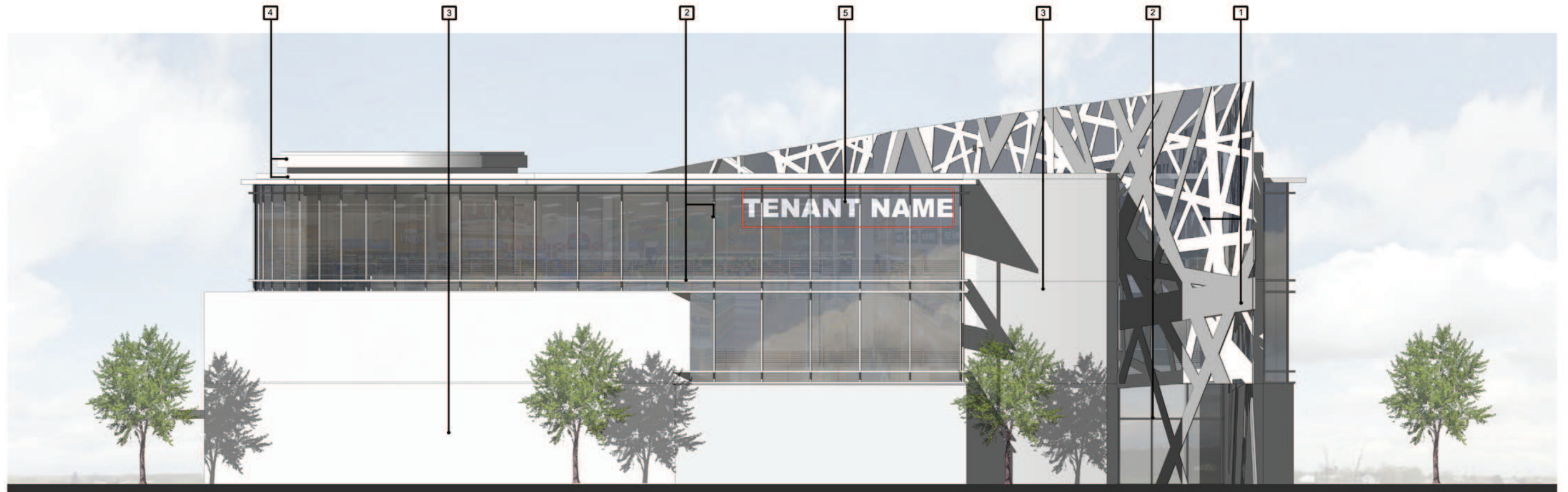
Thomas Land & Development

SOUTHSTAR

OVATION
FRANKLIN, TENNESSEE

S8

WAKEFIELD
BEASLEY &
ASSOCIATES



ORGANIC GROCERY BUILDING

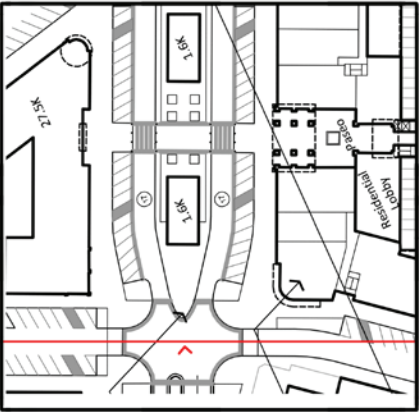
FINISH SCHEDULE

1. ALUMINUM CLAD STOREFRONT
2. ALUMINUM STOREFRONT SYSTEM
3. STONE/BRICK VENEER
4. ALUMINUM PANEL SYSTEM
5. BY TENANT

*Materials and colors indicated on these elevations are intended to be preliminary at this time and shall serve as an indication as to the level of quality the developer strives for, as the project advances. Exact materials and colors are anticipated to be as indicated herein, or very close, but will be further determined as the design process progresses and the exact tenant mix is determined.



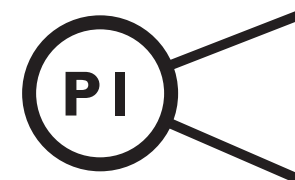
STREET CROSS SECTION





SOUTHSTAR 

OVATION



WAKEFIELD
BEASLEY &
ASSOCIATES





bristol
development group

P3

February 17, 2014

OVATION
Franklin, TN

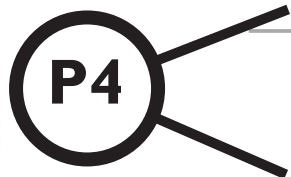
SGS #: 13042.00



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bristol
development group



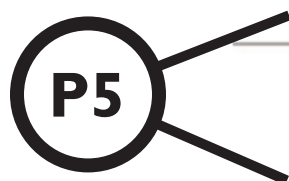
February 17, 2014

OVATION
Franklin, TN

SGS #: 13042.00



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January 24, 2014

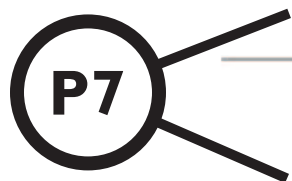
OVATION Franklin, TN

SGS #: 14010.00



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January 24, 2014

OVATION

Franklin, TN

SGS #: 14010.00



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MULTI-FAMILY REPRESENTATIVE ARCHITECTURAL CHARACTER IMAGES

Ovation
Franklin, TN

SGS #13011.00



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Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-010 (tree supply, planting and related contract services at Eastern Flank Battlefield Park, Ft. Grainger and Pinkerton Park)							
Notice to Bidders published in the Williamson Herald on:	9/4/14							
Number of vendors that were notified of / that responded to this solicitation for bids:	11 / 3							
Date and time bids due and publicly opened:	9/30/14 2:00 PM							
Present at opening of bids:	Olivia Stelter of Justin Stelter; Joel Tomlin of Office of Joel Tomlin; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation will be considered:	10/28/14							
Bids received from:	Bid No.:	Is the bid submittal complete?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total value of bid based on <u>specified estimated</u> quantities² and quoted unit prices:	Total value of bid based on <u>recommended</u> quantities³ and quoted unit prices:	Payment terms:	Estimated time of completion of project after receipt of order:	Bid and associated pricing is valid and may be accepted through:
Justin Stelter P.O. Box 565 Franklin, TN 37065 Justin Stelter, Owner 615/596-1696 justinstelter@gmail.com	1 of 1	Yes	Bidder takes no exceptions	\$40,464.70	\$40,464.70	net 30 days	45 days	12/31/14
Office of Joel Tomlin, III, LLC 4115 Mallory Lane, Suite 100c Franklin, TN 37067 Joel Tomlin, III, President 615/445-5694 joel@joeltomlin.com	1 of 1	Yes	Bidder takes no exceptions	\$54,450.00	\$54,450.00	net 30 days	60 days	11/30/14
Swift Lawn and Land 416 Harpeth Drive Franklin, TN 37064 David Swift, Owner 615/838-8422 david@swiftlawn.biz	1 of 1	No (missing (1) required description of bid goods and services and (2) required references)	Bidder takes no exceptions	\$85,536.00	\$85,536.00	net 30 days	20-30 days	12/15/14

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

*Shaded bid is apparent lowest best bid

Tabulation of Bids

[illegible]

[illegible]

[illegible]

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Justin Stelter of Franklin, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued on September 4, 2014 Purchasing Office Solicitation No. 2015-010, a procurement solicitation for bids for tree supply, planting and related contract services, including a 12-month maintenance and guarantee, at Eastern Flank Battlefield Park, Ft. Granger and Pinkerton Park for the Parks Department ("SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated September 30, 2014 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

8. VENDOR hereby acknowledges the extended pricing listed in SUBMITTAL for Shellbark Hickory does not equal the unit pricing for that line item multiplied by the specified estimated quantity. Per SOLICITATION's Instructions for Bidders section 19c, quoted unit pricing prevails. Therefore, CITY and VENDOR agree that neither the extended pricing listed in SUBMITTAL for Shellbark Hickory nor the grand total pricing listed in SUBMITTAL is correct.
9. CITY awarded on October 28, 2014 and now desires to retain VENDOR to supply and deliver the goods and services as specified in SOLICITATION for a total of 198 trees at three (3) jobsites in the total amount of \$40,464.70, according (a) to the schedule of quantities by jobsite as identified in Attachment No. 5 hereby incorporated by reference as if fully set forth herein, and (b) to the schedule of pricing by variety of tree as identified in Attachment No. 6 hereby incorporated by reference as if fully set forth herein.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__

For VENDOR:

Justin S. Hester
(signature of VENDOR's authorized representative)

TITLE: owner

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on September 30, 2014, at which time and location they will be publicly opened, for the following procurement: tree supply, planting and related contract services (Purchasing Office Solicitation No. 2015-010). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklinton.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklinton.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: **September 4, 2014**

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

1. Solicitation identified: These instructions apply to the following procurement:
tree supply, planting and related contract services
Purchasing Office Solicitation No.: 2015-010
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications;
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Affidavit of Drug-Free Workplace;
 - h. City of Franklin Standard Procurement Terms and Conditions;
 - i. City of Franklin Indemnification Agreement; and
 - j. City of Franklin Procurement Agreement form.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of bids”), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklinton.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through November 30, 2014 and until the date indicated on the bidder’s Bid Submittal Form as the “last date that bid and associated pricing is valid and may be accepted by the City.”
 - d. After award, the accepted bid and associated pricing shall be considered valid until the specified goods and services have been supplied, delivered, provided and completed, to the satisfaction of the City of Franklin.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

6. Submittal timing: Bids are to be delivered *no earlier than* five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original documents plus two (2) complete duplicate sets: Please submit one (1) set of bid documents with original signatures plus two (2) complete duplicate sets.
10. Bid submittal contents: Included with the bid are to be the following:
 - a. City of Franklin Bid Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of bid goods and services;
 - c. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - d. Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - e. Vendor-supplied contact information for minimum of three references (see below);
 - f. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - g. Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - h. City of Franklin Affidavit of Non-Collusion, executed in full;
 - i. City of Franklin Affidavit of Title VI Compliance, executed in full; and
 - j. If the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

11. Bid container label: The outside face of the bid container(s) must be labeled with the following information:

- a. the bidder's name and address; and
- b. the following text:

SEALED BID

City of Franklin solicitation no.
2015-010 (tree supply, planting &
related services)

NOT TO BE OPENED EXCEPT AT
BID OPENING September 30, 2014,
2:00 p.m. Central Time

12. Delivery of bids:

- a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064

- b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
- c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
- d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.

13. Reference request: Bidders must provide three references for similar work completed within the last twelve months. Information to be provided shall include: client name, client address, description of work, contact name and title, and contact telephone number.

14. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

15. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
16. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
17. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. City of Franklin Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
18. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

19. Errors and omissions (see also “Withdrawal of bids; expiration of submittal validity” above):
- a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder’s submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder’s representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder’s submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled “SEALED AMENDED BID” and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.
 - c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder’s submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder’s unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder’s extension price for that same line item by the quantity indicated for that same line item, then the bidder’s unit price for that line item as quoted in the bid shall prevail.
 - d. Omissions from a bidder’s submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-010

20. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office (see address above)

purchasing@franklinton.gov

Tel: 615/550-6692

Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).

21. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.
22. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklinton.gov/index.aspx?page=806>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

1. Solicitation identified: These specifications apply to the following procurement:
tree supply, planting and related contract services
Purchasing Office Solicitation No.: 2015-010
2. Notice to Bidders publication date: **September 4, 2014**
3. Solicitation release date: **September 4, 2014**
4. Deadline for mandatory* pre-bid appointment: **September 23, 2014, 2:00 p.m. Central Time, to be conducted at each of the job sites**

*PLEASE NOTE: All bidders are **required** to schedule and attend a mandatory pre-bid appointment. The pre-bid appointment shall be attended by an authorized representative of the bidder and City Arborist Todd Snackenberg of the Franklin Parks Department or his designated representative. To make an appointment, please contact the Franklin Parks Department at 615/794-2103. Pre-bid appointments must be conducted in person and at the jobsites, and must be conducted and completed before the deadline for the pre-bid appointment listed above.
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 24, 2014, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **September 30, 2014, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 10, 2014**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **October 28, 2014**
9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant and maintain at specified locations the specified variety of trees, with final quantities of each variety and at each location to be determined subject to budgetary constraints. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

10. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be identified by the bidder as an exception.
- c. Any exception to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Bidders are required to indicate in that document exactly how such exception does not meet the City's specifications by identifying exactly how the good or service as bid differs from the City's specifications. Bidders shall also advise as to whether and why such exception should be judged by the City to meet or exceed the City's intention as expressed and implied by the City's specifications. Any and all exceptions to the City's specifications which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the City's specifications shall be considered by the City as a factor in the award selection criteria.

11. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder (that is, the vendor who is recommended be awarded the purchase) shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid goods, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Bidders are required to list and describe any and all such exceptions in a separate document to be prepared by the bidder, referencing the subsection number, and to indicate in that document exactly how such exceptions do not meet specifications, and why such exceptions should be judged by the City to meet or exceed the performance expectations expressed and implied by the specifications.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.1. General.
- 12.1.1. _____ The purpose of this procurement, in an effort to enhance the aesthetic value and overall appearance of the City of Franklin, is for the successful bidder (that is, the vendor who is recommended be awarded the purchase) to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant and maintain at certain jobsites a certain variety of trees, all as specified below, with final quantities of each variety and at each location to be determined subject to budgetary constraints.
- 12.1.2. _____ The City intends to award this project to a single bidder for all specified tree varieties and all specified project jobsites. In order to compete for award of this project, bidders must quote pricing for each and every variety of tree specified below and for each and every jobsite specified below.
- 12.1.3. _____ Quoted pricing shall be all-inclusive for supply, delivery, planting and maintenance, as specified below, of all specified tree varieties and specified project jobsites, and shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project. City hereby specifically rejects any other fee or other surcharge for this award.
- 12.1.4. _____ Vendor awarded this job shall be exclusively responsible for procuring and supplying the trees necessary to complete the job, and for compensating any supplier (e.g., nursery) utilized in the course of completing the job.
- 12.1.5. _____ Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.
- 12.1.6. _____ A City of Franklin Building and Neighborhood Services permit is not required for this project.
- 12.1.7. _____ Plans stamped by a professional engineer are not required for this project.
- 12.1.8. _____ The bidder is responsible for making any measurements necessary to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.2. _____ Mandatory pre-bid appointment. See page 1, paragraph 4, above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.3. Insurance requirements.

- 12.3.1.** _____ Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as <u>Additional Insured with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

- 12.3.2.** _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

- 12.3.3.** _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.3.4. _____ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
- 12.4. _____ Delivery of trees.
- 12.4.1. _____ Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.4.2. _____ Successful bidder shall include unloading or offloading and deposit of the trees at each of the jobsites specified below.
- 12.4.3. _____ Successful bidder shall provide any labor and equipment necessary to unload or offload the trees in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the trees, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.4.4. _____ Delivery of trees shall be made only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.
- 12.5. _____ Completion of project. Planting shall be completed within 60 calendar days of receipt of order or by February 1, 2015, whichever is later. Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.
- 12.6. _____ Varieties of trees to be planted. The varieties of trees to be planted are listed below in the specification for estimated quantities of trees to be planted.
- 12.7. _____ Size of trees to be planted. All trees to be planted shall have a minimum caliper of two (2) inches measured at six (6) inches above root flare.
- 12.8. _____ Jobsite and planting locations; soil and subsurface conditions.
- 12.8.1. _____ The trees shall be planted at the following jobsites:

Project jobsite no.:	1	2	3
Project jobsite name:	Eastern Flank Battlefield Park	Ft. Granger	Pinkerton Park
Project jobsite address:	1343 Carnton Lane Franklin, TN 37064	105 Ft. Granger Dr. Franklin, TN 37064	405 Murfreesboro Rd. Franklin, TN 37064

- 12.8.2. _____ Individual planting locations at each jobsite shall be identified during the mandatory pre-bid appointment referenced above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.8.3. _____ Soil and subsurface conditions at each individual planting location are unknown. Potential bidders are advised that rocky or otherwise adverse soil conditions may be present. Depending upon conditions, individual planting locations may be adjusted by the City Arborist.

12.9. _____ Estimated quantities of trees to be planted.

12.9.1. _____ The exact quantities of trees to be planted pursuant to this procurement solicitation shall be determined by the City after the bids have been submitted. Subject to budgetary constraints, the City intends to plant the quantity of trees indicated below, in approximately the proportions implied by the quantities indicated below.

12.9.2. _____ The City estimates that the following quantities of trees may be planted pursuant to this procurement solicitation, by location and variety:

Variety		Estimated quantities for Project Jobsite No. ...			Total estimated quantities for all jobsites
		1	2	3	
No.	Name	(Eastern Flank Battlefield Park)	(Ft. Granger)	(Pinkerton Park)	
1	Eastern Red Cedar	6	24	0	30
2	Dogwood	0	0	3	3
3	Forrest Pansy Redbud	0	0	3	3
4	Blackgum	18	0	1	19
5	Northern Red Oak	20	0	1	21
6	Southern Red Oak	20	0	1	21
7	Shumard Oak	23	0	0	23
8	White Oak	20	0	0	20
9	Sassafras	17	0	0	17
10	Sugar Maple	10	0	0	10
11	Red Maple	10	0	0	10
12	Shellbark Hickory	17	0	0	17
13	Chinkapin Oak	4	0	0	4
Estimated Grand Totals:		165	24	9	198

12.9.3. _____ The estimated quantity for each tree variety indicated above represents the approximate number of trees that the Parks Department anticipates planting pursuant to this procurement solicitation. **These numbers are estimates only and do not represent a guaranteed minimum or maximum.**

12.9.4. _____ For purposes of bid evaluation, the City will use the estimated quantities indicated above to determine the total value of each bid.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.10.** Minimum requirements of the successful bidder.
- 12.10.1.** _____ Successful bidder shall be experienced in projects of this scope.
- 12.10.2.** _____ Successful bidder shall specialize in landscaping work.
- 12.11.** Reference standards. For any and all work performed pursuant to this procurement solicitation, successful bidder shall agree to use, adhere to and abide by the following standards:
- 12.11.1.** _____ International Society of Arboriculture.
- 12.11.2.** _____ American National Standards Institute's ANSI Z60.1 for nursery stock.
- 12.11.3.** _____ American National Standards Institute's ANSI A300 for tree care operations.
- 12.11.4.** _____ Current best practices for the tree planting industry.
- 12.12.** Responsibilities of the successful bidder. For any and all work performed pursuant to this procurement solicitation, successful bidder shall furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant the specified variety, size and quantity of trees at the specified locations, and otherwise be responsible for the following:
- 12.12.1.** _____ Requesting all underground utility and irrigation locates wherever and as necessary, including but not limited to any underground utilities owned and maintained by the City of Franklin as well as any underground utilities owned and maintained by agencies separate and apart from the City of Franklin.
- 12.12.2.** _____ Excavation of pits for the specified trees.
- 12.12.3.** _____ Furnishing and planting the specified trees, as follows:
- 12.12.3.1.** _____ Furnish and plant trees at locations specified by the City Arborist.
- 12.12.3.2.** _____ Trees shall be nursery grown under climactic conditions similar to those of the locality of the project.
- 12.12.3.3.** _____ Trees shall conform to the variety and sizes indicated.
- 12.12.3.4.** _____ Trees shall conform also to the indicated standard of size, culture, and quality for the highest grades and standards as adopted by ANSI A300 and ANSI Z60.1.
- 12.12.3.5.** _____ Trees shall be freshly dug. No heeled-in trees or trees from cold storage shall be used.
- 12.12.3.6.** _____ All trees shall be typical of their species or variety and shall have a normal habit of growth.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.3.7. _____ Trees shall be sound, healthy and vigorous; well-branched and densely foliated when in leaf; shall be free of disease, insects, pests, eggs, larvae, fungus and bacteria; and shall have healthy, well-developed root systems. No scaring, broken limbs or any damage shall be visible on any tree. No pruning of any kind is to be done by the successful bidder.
- 12.12.3.8. _____ All parts of the tree shall be moist and shall show active green cambium when cut.
- 12.12.3.9. _____ All trees shall have strong central leaders. The trunk of each tree shall be a single trunk growing from a single unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sun-scald, frost cracks, or wounds resulting from abrasions, fire, or other causes. No pruning wounds shall be present having a diameter of more than two (2) inches, and such wounds must show vigorous bark on all edges.
- 12.12.4. _____ Supplying the following accessory materials:
- 12.12.4.1. _____ Stakes, to be used as necessary for supporting trees. Stakes shall be of sound wood, uniform in size, reasonably free of knots and capable of standing in the ground at least two (2) years. Stakes shall be treated with a non-toxic preservative stain with a rich dark brown color. A sample shall be provided by the successful bidder for approval by the City Arborist. Stakes shall be what is commonly referred to as a 2x4 and shall be not less than eight (8) feet in length.
- 12.12.4.2. _____ Wire, to be used for tree staking, and to be Double No. 10 gauge galvanized soft steel wire, twisted.
- 12.12.4.3. _____ Hose, to encase wire for tree staking, and to be two-ply fiber-bearing black rubber garden hose, not less than one-half-inch inside diameter and a minimum of eight (8) inches in length.
- 12.12.5. _____ Supplying and spreading shredded hardwood mulch free of insects and fungus.
- 12.12.6. _____ Irrigate the trees, at the discretion of the successful bidder and in accordance with current best practices for the tree planting industry, upon planting and during the maintenance and guarantee period. Please note:
- 12.12.6.1. _____ At the discretion of the successful bidder, water may be supplied by the successful bidder. Any water supplied by the successful bidder shall be suitable for irrigation and free from ingredients harmful to plant life. The successful bidder's cost of supplying and transporting any water shall be borne by the successful bidder.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.6.2. _____ Water may be provided by the City upon request of the successful bidder. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder.
- 12.12.6.3. _____ Regardless of water source, successful bidder shall provide labor, hose and other watering equipment required to irrigate the trees.
- 12.12.6.4. _____ Planted trees must be flooded with water twice within the first 24 hours of the time of planting, and not less than twice per week until provisional acceptance.
- 12.12.7. _____ Prior to provisional acceptance, remove from the jobsite and properly dispose of any excess soil and all job-related debris, and repair any damage resulting from planting operations, any fees for which disposal are to be borne by the successful bidder.
- 12.12.8. _____ Perform its duties in a workmanlike manner.
- 12.12.9. _____ Provide maintenance and a guarantee for a period to commence immediately upon provisional acceptance of the entire batch of the trees supplied and planted pursuant to this procurement and to terminate twelve (12) months after such provisional acceptance, as follows:
- 12.12.9.1. _____ Trees shall be watered, mulched, weeded, sprayed, fertilized, cultivated and otherwise maintained and protected during the maintenance and guarantee period.
- 12.12.9.2. _____ Trees that have settled during the maintenance and guarantee period shall be re-set to proper grade and position, planting saucer restored and dead material removed.
- 12.12.9.3. _____ Guys shall be tightened and repaired as necessary during the maintenance and guarantee period.
- 12.12.9.4. _____ Defective work discovered during the maintenance and guarantee period shall be corrected as soon as possible after it becomes apparent and as weather and season permit.
- 12.12.9.5. _____ At any time prior to the end of the maintenance and guarantee period, any tree that is missing, dead, not true to name or size as specified, or not in satisfactory growth, as determined by the City Arborist, shall, upon notice issued by the City prior to the end of said period, be replaced by the successful bidder at no additional charge to the City. The determination of the City Arborist shall be final.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.9.6. _____ Successful bidder shall guarantee any replacement trees for at least twelve (12) months after planting.
- 12.12.9.7. _____ Any replacement trees shall be of the same kind and size as specified, and shall be furnished and planted as specified. Unless in the case of vandalism as determined by the City Arborist, replacement trees shall be furnished and planted at no additional charge to the City.
- 12.13. _____ Responsibilities of the City. The City shall be responsible for the following tasks:
- 12.13.1. _____ Providing, upon request of the successful bidder, water for the successful bidder to irrigate the trees upon planting and during the maintenance and guarantee period. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder.
- 12.14. _____ Miscellaneous other provisions.
- 12.14.1. _____ Unless specifically requested by the City for a particular tree maintenance job awarded pursuant to this procurement solicitation, work shall be performed only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.
- 12.14.2. _____ The selection of all materials and the execution of all work required pursuant to these specifications shall be subject to the approval of the City Arborist.
- 12.14.3. _____ Inspection of trees:
- 12.14.3.1. _____ Trees shall, at the discretion of the City Arborist, be subject to inspection and approval by the City Arborist at the nursery. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work. If such an inspection is requested, then it shall be conducted at a time mutually acceptable to the successful bidder and the City Arborist, and an authorized representative of the successful bidder and the City Arborist shall be present.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.14.3.2. _____ Trees shall be subject to inspection and approval by the City Arborist upon delivery and before planting. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work.
- 12.14.3.3. _____ Trees shall be accompanied by State Nursery inspection certificates.
- 12.14.3.4. _____ Upon completion of planting of all trees and upon the documented request of the successful bidder, trees and all work shall be subject to inspection and approval by the City Arborist for provisional acceptance. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the provisional acceptance of the trees and the work. Any such approval shall not impair the right of inspection and rejection during the maintenance and guarantee period.
- 12.14.3.5. _____ At the end of the maintenance and guarantee period and upon the documented request of the successful bidder, inspection will be made by the City Arborist. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the final acceptance of the trees and the work.
- 12.14.4. _____ Digging, handling and protection of trees:
- 12.14.4.1. _____ Trees shall be dug with firm natural balls of earth, of sufficient diameter and depth to include most of the fibrous roots and conforming to the standards of ANSI Z60.1. No plants will be accepted with plastic burlap or if the ball is cracked or broken except upon special approval of the City Arborist.
- 12.14.4.2. _____ Tree roots and balls shall be adequately protected at all times from sun and from drying winds.
- 12.14.4.3. _____ Trees which cannot be planted immediately upon delivery shall be set on the ground and be well protected with soil, wet moss, bark mulch, or other acceptable material supplied by the successful bidder at no additional charge to the City.
- 12.14.4.4. _____ No plant shall be bound with wire or rope at any time so as to damage the bark or break branches.
- 12.14.5. _____ Planting operations:
- 12.14.5.1. _____ The successful bidder shall be responsible for proper planting hole preparation.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.14.5.2. _____ Planting shall be done by experienced workers who are familiar with planting procedures under the supervision of a qualified foreman.
- 12.14.5.3. _____ Successful bidder shall notify City Arborist and/or Landscape Crew Chief 48 hours prior to commencing planting operations.
- 12.14.5.4. _____ Successful bidder shall stake out the locations of the tree pits, and shall obtain the City Arborist's approval before excavating said tree pits.
- 12.14.5.5. _____ All tree pits shall be excavated with vertical sides.
- 12.14.5.6. _____ Tree pits shall be at least two (2) feet greater in diameter than the root ball of the tree and sufficiently deep to allow root flare to be planted level with existing grade.
- 12.14.5.7. _____ In the event that underground boulders, underground construction work, underground utilities, underground irrigation or other obstructions are encountered in any pit excavation work pursuant to this procurement, one or more alternate locations may be selected by the City Arborist at no additional cost to the City.
- 12.14.5.8. _____ Immediately after planting operations are completed, all tree pits shall be covered with a three (3) inch layer of the specified mulch.
- 12.14.6. _____ The City of Franklin establishes and reserves the exclusive right to cancel an award at any time if, in the opinion of the City Arborist the work is not being done in accordance with standards referenced above, current best practices for the tree planting industry, job site safety standards or these specifications.
- 12.14.7. _____ The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), and shall, at its own expense, repair or replace any damaged property to the satisfaction of the owner of the damaged property.

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-010

Vendor's name, street address, and mailing address:					
Vendor's contact person's name (printed), title, telephone number and e-mail address:					
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☐ No, bidder takes no exceptions.				
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☐ No, bidder takes no exceptions.				
Total quoted bid pricing for tree supply, planting and related contract services, as specified, by variety of tree: (In order to compete for award of this project, bidders must quote pricing for each and every variety of tree listed and for each and every jobsite specified. Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.)					
	Variety		Quoted unit pricing by variety, per planted tree, ...		
No.	Name	Total estimated quantities for all jobsites	... for supply, delivery and planting, prior to provisional acceptance	... for services to be rendered during 12-month maintenance and guarantee period	Extended price by variety (quantity multiplied by sum of two unit prices)
1	Eastern Red Cedar	30	\$ _____	\$ _____	\$ _____
2	Dogwood	3	\$ _____	\$ _____	\$ _____
3	Forrest Pansy Redbud	3	\$ _____	\$ _____	\$ _____
4	Blackgum	19	\$ _____	\$ _____	\$ _____
5	Northern Red Oak	21	\$ _____	\$ _____	\$ _____
6	Southern Red Oak	21	\$ _____	\$ _____	\$ _____
7	Shumard Oak	23	\$ _____	\$ _____	\$ _____
8	White Oak	20	\$ _____	\$ _____	\$ _____
9	Sassafras	17	\$ _____	\$ _____	\$ _____
10	Sugar Maple	10	\$ _____	\$ _____	\$ _____
11	Red Maple	10	\$ _____	\$ _____	\$ _____
12	Shellbark Hickory	17	\$ _____	\$ _____	\$ _____
13	Chinkapin Oak	4	\$ _____	\$ _____	\$ _____
Grand total, based on estimated quantities:		198			\$ _____
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?			☐ Yes. ☐ No, bidder requests the following delivery terms: _____.		
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?			☐ Yes. ☐ No, bidder requests the following payment terms: _____.		

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-010

Vendor's name:	_____
Estimated time of completion of project (not more than sixty (60) calendar days after receipt of order):	_____ days after receipt of order.
Last date (no sooner than November 30, 2014) that bid and associated pricing is valid and may be accepted by the City:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid goods and services; - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☐ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include the documents indicated.
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	_____ (signature)
Title of bidder's authorized representative:	_____
Date of signature:	_____

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of _____)
County of _____) SS

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-____)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of _____)
) SS
County of _____)

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of _____)
) SS
County of _____)

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 - _____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, 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.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement 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 these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, _____ agrees that:
(printed name of person signing Agreement)

1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-____)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and _____ ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-____, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. ____ to Purchasing Office Solicitation No. 20__-____ (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate(s) of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificate(s) of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-____)

8. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. [If applicable:] The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 3

Certificate(s) of Insurance

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 5

Tabulation of bids received

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 2

SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-010

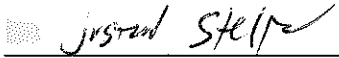
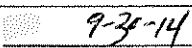
Vendor's name, street address, and mailing address:			Justin Steller P.O. Box 565 Franklin, TN 37065		
Vendor's contact person's name (printed), title, telephone number and e-mail address:			Justin Steller, Owner (615) 596-1696 justinsteller@gmail.com		
Does the bidder take any exceptions to the City's procurement solicitation?			☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.		
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?			☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.		
Total quoted bid pricing for tree supply, planting and related contract services, as specified, by variety of tree: (In order to compete for award of this project, bidders must quote pricing for each and every variety of tree listed and for each and every jobsite specified. Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.)					
Variety		Total estimated quantities for all jobsites	Quoted unit pricing by variety, per planted tree, ...		Extended price by variety (quantity multiplied by sum of two unit prices)
No.	Name		... for supply, delivery and planting, prior to provisional acceptance	... for services to be rendered during 12-month maintenance and guarantee period	
1	Eastern Red Cedar	30	\$ 132.20	\$ 23.80	\$ 4,680.00
2	Dogwood	3	\$ 158.42	\$ 23.80	\$ 546.66
3	Forrest Pansy Redbud	3	\$ 158.42	\$ 23.80	\$ 546.66
4	Blackgum	19	\$ 184.64	\$ 23.80	\$ 3,960.36
5	Northern Red Oak	21	\$ 184.64	\$ 23.80	\$ 4,377.24
6	Southern Red Oak	21	\$ 184.64	\$ 23.80	\$ 4,377.24
7	Shumard Oak	23	\$ 171.53	\$ 23.80	\$ 4,492.59
8	White Oak	20	\$ 184.64	\$ 23.80	\$ 4,168.80
9	Sassafras	17	\$ 210.86	\$ 23.80	\$ 3,989.22
10	Sugar Maple	10	\$ 171.53	\$ 23.80	\$ 1,953.30
11	Red Maple	10	\$ 178.08	\$ 23.80	\$ 2,018.80
12	Shellbark Hickory	17	\$ 243.63	\$ 23.80	\$ 4,546.38
13	Chinkapin Oak	4	\$ 178.08	\$ 23.80	\$ 807.52
Grand total, based on estimated quantities:		198			\$ 40,464.77
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?			☒ Yes. ☐ No, bidder requests the following delivery terms: _____.		
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?			☒ Yes. ☐ No, bidder requests the following payment terms: _____.		

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-010

Vendor's name:	Justin Stetter
Estimated time of completion of project (not more than sixty (60) calendar days after receipt of order):	45 _____ days after receipt of order.
Last date (no sooner than November 30, 2014) that bid and associated pricing is valid and may be accepted by the City:	December 31, 2014
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid goods and services; - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include the documents indicated.
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 _____ (signature)
Title of bidder's authorized representative:	Owner
Date of signature:	 _____

Detailed Description of Bid Products & Services

The bid amount of \$40,464.77 includes the following:

Adding City of Franklin to Insurance Policies - \$50.00

Purchase of Trees & Delivery - \$20,860.00

30 Juniperus virginiana (Eastern Red Cedar) – 2 inch caliper
3 Cornus (Dogwood) – 2 inch caliper
3 Cercis Canadensis ‘Forest Pansy’ (‘Forest Pansy’ Redbud) – 2 inch caliper
19 Nyssa sylvatica (Blackgum) – 2 inch caliper
21 Quercus rubra (Northern Red Oak) – 2 inch caliper
21 Southern Red Oak – 2 inch caliper
23 Quercus shumardii (Shumard Oak) – 2 inch caliper
20 Quercus falcate (White Oak) – 2 inch caliper
17 Sassafras albidum (Sassafras) – 2 inch caliper
10 Acer saccharum (Sugar Maple) – 2 inch caliper
10 Acer rubrum (Red Maple) – 2 inch caliper
17 Carya laciniosa (Shellbark Hickory) – 2 inch caliper
4 Quercus muehlenbergii (Chinkapin Oak) – 2 inch caliper

Planting, Fertilizing, Mulching with shredded hardwood mulch - \$14,842.37

Maintenance for 1 year to include watering, mulching, weeding, spraying, fertilizing and cultivating - \$4,712.40

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

1. Solicitation identified: These specifications apply to the following procurement:
tree supply, planting and related contract services
Purchasing Office Solicitation No.: 2015-010
2. Notice to Bidders publication date: **September 4, 2014**
3. Solicitation release date: **September 4, 2014**
4. Deadline for mandatory* pre-bid appointment: **September 23, 2014, 2:00 p.m. Central Time, to be conducted at each of the job sites**

***PLEASE NOTE:** All bidders are **required** to schedule and attend a mandatory pre-bid appointment. The pre-bid appointment shall be attended by an authorized representative of the bidder and City Arborist Todd Snackenbergh of the Franklin Parks Department or his designated representative. To make an appointment, please contact the Franklin Parks Department at 615/794-2103. Pre-bid appointments must be conducted in person and at the jobsites, and must be conducted and completed before the deadline for the pre-bid appointment listed above.
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 24, 2014, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **September 30, 2014, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 10, 2014**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **October 28, 2014**
9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant and maintain at specified locations the specified variety of trees, with final quantities of each variety and at each location to be determined subject to budgetary constraints. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

10. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be identified by the bidder as an exception.
- c. Any exception to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Bidders are required to indicate in that document exactly how such exception does not meet the City's specifications by identifying exactly how the good or service as bid differs from the City's specifications. Bidders shall also advise as to whether and why such exception should be judged by the City to meet or exceed the City's intention as expressed and implied by the City's specifications. Any and all exceptions to the City's specifications which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the City's specifications shall be considered by the City as a factor in the award selection criteria.

11. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder (that is, the vendor who is recommended be awarded the purchase) shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

12. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid goods, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Bidders are required to list and describe any and all such exceptions in a separate document to be prepared by the bidder, referencing the subsection number, and to indicate in that document exactly how such exceptions do not meet specifications, and why such exceptions should be judged by the City to meet or exceed the performance expectations expressed and implied by the specifications.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.1. C General.
- 12.1.1. C The purpose of this procurement, in an effort to enhance the aesthetic value and overall appearance of the City of Franklin, is for the successful bidder (that is, the vendor who is recommended be awarded the purchase) to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant and maintain at certain jobsites a certain variety of trees, all as specified below, with final quantities of each variety and at each location to be determined subject to budgetary constraints.
- 12.1.2. C The City intends to award this project to a single bidder for all specified tree varieties and all specified project jobsites. In order to compete for award of this project, bidders must quote pricing for each and every variety of tree specified below and for each and every jobsite specified below.
- 12.1.3. C Quoted pricing shall be all-inclusive for supply, delivery, planting and maintenance, as specified below, of all specified tree varieties and specified project jobsites, and shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project. City hereby specifically rejects any other fee or other surcharge for this award.
- 12.1.4. C Vendor awarded this job shall be exclusively responsible for procuring and supplying the trees necessary to complete the job, and for compensating any supplier (e.g., nursery) utilized in the course of completing the job.
- 12.1.5. C Quoted unit pricing may vary by variety of tree but shall be the same for that variety of tree for all project jobsites.
- 12.1.6. C A City of Franklin Building and Neighborhood Services permit is not required for this project.
- 12.1.7. C Plans stamped by a professional engineer are not required for this project.
- 12.1.8. C The bidder is responsible for making any measurements necessary to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.2. C Mandatory pre-bid appointment. See page 1, paragraph 4, above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.3. Insurance requirements.

- 12.3.1.** C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

- 12.3.2.** C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

- 12.3.3.** C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.3.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

12.4. C Delivery of trees.

12.4.1. Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.

12.4.2. C Successful bidder shall include unloading or offloading and deposit of the trees at each of the jobsites specified below.

12.4.3. C Successful bidder shall provide any labor and equipment necessary to unload or offload the trees in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the trees, (c) that does not involve City personnel, and (d) without the need for a loading dock.

12.4.4. C Delivery of trees shall be made only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.

12.5. C Completion of project. Planting shall be completed within 60 calendar days of receipt of order or by February 1, 2015, whichever is later. Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.

12.6. C Varieties of trees to be planted. The varieties of trees to be planted are listed below in the specification for estimated quantities of trees to be planted.

12.7. C Size of trees to be planted. All trees to be planted shall have a minimum caliper of two (2) inches measured at six (6) inches above root flare.

12.8. C Jobsite and planting locations; soil and subsurface conditions.

12.8.1. The trees shall be planted at the following jobsites:

Project jobsite no.:	1	2	3
Project jobsite name:	Eastern Flank Battlefield Park	Ft. Granger	Pinkerton Park
Project jobsite address:	1343 Carnton Lane Franklin, TN 37064	105 Ft. Granger Dr. Franklin, TN 37064	405 Murfreesboro Rd. Franklin, TN 37064

12.8.2. C Individual planting locations at each jobsite shall be identified during the mandatory pre-bid appointment referenced above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

12.8.3. C Soil and subsurface conditions at each individual planting location are unknown. Potential bidders are advised that rocky or otherwise adverse soil conditions may be present. Depending upon conditions, individual planting locations may be adjusted by the City Arborist.

12.9. C Estimated quantities of trees to be planted.

12.9.1. C The exact quantities of trees to be planted pursuant to this procurement solicitation shall be determined by the City after the bids have been submitted. Subject to budgetary constraints, the City intends to plant the quantity of trees indicated below, in approximately the proportions implied by the quantities indicated below.

12.9.2. C The City estimates that the following quantities of trees may be planted pursuant to this procurement solicitation, by location and variety:

Variety		Estimated quantities for Project Jobsite No. ...			Total estimated quantities for all jobsites
		1	2	3	
No.	Name	(Eastern Flank Battlefield Park)	(Ft. Granger)	(Pinkerton Park)	
1	Eastern Red Cedar	6	24	0	30
2	Dogwood	0	0	3	3
3	Forrest Pansy Redbud	0	0	3	3
4	Blackgum	18	0	1	19
5	Northern Red Oak	20	0	1	21
6	Southern Red Oak	20	0	1	21
7	Shumard Oak	23	0	0	23
8	White Oak	20	0	0	20
9	Sassafras	17	0	0	17
10	Sugar Maple	10	0	0	10
11	Red Maple	10	0	0	10
12	Shellbark Hickory	17	0	0	17
13	Chinkapin Oak	4	0	0	4
Estimated Grand Totals:		165	24	9	198

12.9.3. C The estimated quantity for each tree variety indicated above represents the approximate number of trees that the Parks Department anticipates planting pursuant to this procurement solicitation. **These numbers are estimates only and do not represent a guaranteed minimum or maximum.**

12.9.4. C For purposes of bid evaluation, the City will use the estimated quantities indicated above to determine the total value of each bid.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.10. Minimum requirements of the successful bidder.
- 12.10.1. C Successful bidder shall be experienced in projects of this scope.
- 12.10.2. C Successful bidder shall specialize in landscaping work.
- 12.11. Reference standards. For any and all work performed pursuant to this procurement solicitation, successful bidder shall agree to use, adhere to and abide by the following standards:
- 12.11.1. C International Society of Arboriculture.
- 12.11.2. C American National Standards Institute's ANSI Z60.1 for nursery stock.
- 12.11.3. C American National Standards Institute's ANSI A300 for tree care operations.
- 12.11.4. C Current best practices for the tree planting industry.
- 12.12. Responsibilities of the successful bidder. For any and all work performed pursuant to this procurement solicitation, successful bidder shall furnish all labor, materials and means necessary to supply and deliver to the City of Franklin and plant the specified variety, size and quantity of trees at the specified locations, and otherwise be responsible for the following:
- 12.12.1. C Requesting all underground utility and irrigation locates wherever and as necessary, including but not limited to any underground utilities owned and maintained by the City of Franklin as well as any underground utilities owned and maintained by agencies separate and apart from the City of Franklin.
- 12.12.2. C Excavation of pits for the specified trees.
- 12.12.3. C Furnishing and planting the specified trees, as follows:
- 12.12.3.1. C Furnish and plant trees at locations specified by the City Arborist.
- 12.12.3.2. C Trees shall be nursery grown under climactic conditions similar to those of the locality of the project.
- 12.12.3.3. C Trees shall conform to the variety and sizes indicated.
- 12.12.3.4. C Trees shall conform also to the indicated standard of size, culture, and quality for the highest grades and standards as adopted by ANSI A300 and ANSI Z60.1.
- 12.12.3.5. C Trees shall be freshly dug. No heeled-in trees or trees from cold storage shall be used.
- 12.12.3.6. C All trees shall be typical of their species or variety and shall have a normal habit of growth.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

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| 12.12.3.7. | <u>C</u> | Trees shall be sound, healthy and vigorous; well-branched and densely foliated when in leaf; shall be free of disease, insects, pests, eggs, larvae, fungus and bacteria; and shall have healthy, well-developed root systems. No scaring, broken limbs or any damage shall be visible on any tree. No pruning of any kind is to be done by the successful bidder. |
| 12.12.3.8. | <u>C</u> | All parts of the tree shall be moist and shall show active green cambium when cut. |
| 12.12.3.9. | <u>C</u> | All trees shall have strong central leaders. The trunk of each tree shall be a single trunk growing from a single unmutilated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sun-scald, frost cracks, or wounds resulting from abrasions, fire, or other causes. No pruning wounds shall be present having a diameter of more than two (2) inches, and such wounds must show vigorous bark on all edges. |
| 12.12.4. | | Supplying the following accessory materials: |
| 12.12.4.1. | <u>C</u> | Stakes, to be used as necessary for supporting trees. Stakes shall be of sound wood, uniform in size, reasonably free of knots and capable of standing in the ground at least two (2) years. Stakes shall be treated with a non-toxic preservative stain with a rich dark brown color. A sample shall be provided by the successful bidder for approval by the City Arborist. Stakes shall be what is commonly referred to as a 2x4 and shall be not less than eight (8) feet in length. |
| 12.12.4.2. | <u>C</u> | Wire, to be used for tree staking, and to be Double No. 10 gauge galvanized soft steel wire, twisted. |
| 12.12.4.3. | <u>C</u> | Hose, to encase wire for tree staking, and to be two-ply fiber-bearing black rubber garden hose, not less than one-half-inch inside diameter and a minimum of eight (8) inches in length. |
| 12.12.5. | <u>C</u> | Supplying and spreading shredded hardwood mulch free of insects and fungus. |
| 12.12.6. | <u>C</u> | Irrigate the trees, at the discretion of the successful bidder and in accordance with current best practices for the tree planting industry, upon planting and during the maintenance and guarantee period. Please note: |
| 12.12.6.1. | <u>C</u> | At the discretion of the successful bidder, water may be supplied by the successful bidder. Any water supplied by the successful bidder shall be suitable for irrigation and free from ingredients harmful to plant life. The successful bidder's cost of supplying and transporting any water shall be borne by the successful bidder. |

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

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| 12.12.6.2. | <u>C</u> | Water may be provided by the City upon request of the successful bidder. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder. |
| 12.12.6.3. | <u>C</u> | Regardless of water source, successful bidder shall provide labor, hose and other watering equipment required to irrigate the trees. |
| 12.12.6.4. | <u>C</u> | Planted trees must be flooded with water twice within the first 24 hours of the time of planting, and not less than twice per week until provisional acceptance. |
| 12.12.7. | <u>C</u> | Prior to provisional acceptance, remove from the jobsite and properly dispose of any excess soil and all job-related debris, and repair any damage resulting from planting operations, any fees for which disposal are to be borne by the successful bidder. |
| 12.12.8. | <u>C</u> | Perform its duties in a workmanlike manner. |
| 12.12.9. | <u>C</u> | Provide maintenance and a guarantee for a period to commence immediately upon provisional acceptance of the entire batch of the trees supplied and planted pursuant to this procurement and to terminate twelve (12) months after such provisional acceptance, as follows: |
| 12.12.9.1. | <u>C</u> | Trees shall be watered, mulched, weeded, sprayed, fertilized, cultivated and otherwise maintained and protected during the maintenance and guarantee period. |
| 12.12.9.2. | <u>C</u> | Trees that have settled during the maintenance and guarantee period shall be re-set to proper grade and position, planting saucer restored and dead material removed. |
| 12.12.9.3. | <u>C</u> | Guys shall be tightened and repaired as necessary during the maintenance and guarantee period. |
| 12.12.9.4. | <u>C</u> | Defective work discovered during the maintenance and guarantee period shall be corrected as soon as possible after it becomes apparent and as weather and season permit. |
| 12.12.9.5. | <u>C</u> | At any time prior to the end of the maintenance and guarantee period, any tree that is missing, dead, not true to name or size as specified, or not in satisfactory growth, as determined by the City Arborist, shall, upon notice issued by the City prior to the end of said period, be replaced by the successful bidder at no additional charge to the City. The determination of the City Arborist shall be final. |

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

- 12.12.9.6. C Successful bidder shall guarantee any replacement trees for at least twelve (12) months after planting.
- 12.12.9.7. C Any replacement trees shall be of the same kind and size as specified, and shall be furnished and planted as specified. Unless in the case of vandalism as determined by the City Arborist, replacement trees shall be furnished and planted at no additional charge to the City.
- 12.13. Responsibilities of the City. The City shall be responsible for the following tasks:
- 12.13.1. C Providing, upon request of the successful bidder, water for the successful bidder to irrigate the trees upon planting and during the maintenance and guarantee period. Any water supplied by the City shall be at a location designated by the City and may or may not be in close proximity to each planted tree. The City's cost of supplying any water shall be borne by the City. The successful bidder's cost of transporting any City-supplied water to the location of the individual trees shall be borne by the successful bidder.
- 12.14. Miscellaneous other provisions.
- 12.14.1. C Unless specifically requested by the City for a particular tree maintenance job awarded pursuant to this procurement solicitation, work shall be performed only during the following hours: 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City of Franklin.
- 12.14.2. C The selection of all materials and the execution of all work required pursuant to these specifications shall be subject to the approval of the City Arborist.
- 12.14.3. Inspection of trees:
- 12.14.3.1. C Trees shall, at the discretion of the City Arborist, be subject to inspection and approval by the City Arborist at the nursery. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work. If such an inspection is requested, then it shall be conducted at a time mutually acceptable to the successful bidder and the City Arborist, and an authorized representative of the successful bidder and the City Arborist shall be present.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

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| 12.14.3.2. | <u>C</u> | Trees shall be subject to inspection and approval by the City Arborist upon delivery and before planting. Such inspection shall determine conformity to specified requirements as to quality, size and variety, and shall determine that the trees are free of injury, insect infestation and improper pruning. Any such approval shall not impair the right of inspection and rejection during the progress of the work. |
| 12.14.3.3. | <u>C</u> | Trees shall be accompanied by State Nursery inspection certificates. |
| 12.14.3.4. | <u>C</u> | Upon completion of planting of all trees and upon the documented request of the successful bidder, trees and all work shall be subject to inspection and approval by the City Arborist for provisional acceptance. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the provisional acceptance of the trees and the work. Any such approval shall not impair the right of inspection and rejection during the maintenance and guarantee period. |
| 12.14.3.5. | <u>C</u> | At the end of the maintenance and guarantee period and upon the documented request of the successful bidder, inspection will be made by the City Arborist. After any necessary corrective work has been completed by the successful bidder to the satisfaction of the City Arborist, then the City Arborist shall certify in writing the final acceptance of the trees and the work. |
| 12.14.4. | | Digging, handling and protection of trees: |
| 12.14.4.1. | <u>C</u> | Trees shall be dug with firm natural balls of earth, of sufficient diameter and depth to include most of the fibrous roots and conforming to the standards of ANSI Z60.1. No plants will be accepted with plastic burlap or if the ball is cracked or broken except upon special approval of the City Arborist. |
| 12.14.4.2. | <u>C</u> | Tree roots and balls shall be adequately protected at all times from sun and from drying winds. |
| 12.14.4.3. | <u>C</u> | Trees which cannot be planted immediately upon delivery shall be set on the ground and be well protected with soil, wet moss, bark mulch, or other acceptable material supplied by the successful bidder at no additional charge to the City. |
| 12.14.4.4. | <u>C</u> | No plant shall be bound with wire or rope at any time so as to damage the bark or break branches. |
| 12.14.5. | | Planting operations: |
| 12.14.5.1. | <u>C</u> | The successful bidder shall be responsible for proper planting hole preparation. |

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-010

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| 12.14.5.2. | <u>C</u> | Planting shall be done by experienced workers who are familiar with planting procedures under the supervision of a qualified foreman. |
| 12.14.5.3. | <u>C</u> | Successful bidder shall notify City Arborist and/or Landscape Crew Chief 48 hours prior to commencing planting operations. |
| 12.14.5.4. | <u>C</u> | Successful bidder shall stake out the locations of the tree pits, and shall obtain the City Arborist's approval before excavating said tree pits. |
| 12.14.5.5. | <u>C</u> | All tree pits shall be excavated with vertical sides. |
| 12.14.5.6. | <u>C</u> | Tree pits shall be at least two (2) feet greater in diameter than the root ball of the tree and sufficiently deep to allow root flare to be planted level with existing grade. |
| 12.14.5.7. | <u>C</u> | In the event that underground boulders, underground construction work, underground utilities, underground irrigation or other obstructions are encountered in any pit excavation work pursuant to this procurement, one or more alternate locations may be selected by the City Arborist at no additional cost to the City. |
| 12.14.5.8. | <u>C</u> | Immediately after planting operations are completed, all tree pits shall be covered with a three (3) inch layer of the specified mulch. |
| 12.14.6. | <u>C</u> | The City of Franklin establishes and reserves the exclusive right to cancel an award at any time if, in the opinion of the City Arborist the work is not being done in accordance with standards referenced above, current best practices for the tree planting industry, job site safety standards or these specifications. |
| 12.14.7. | <u>C</u> | The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), and shall, at its own expense, repair or replace any damaged property to the satisfaction of the owner of the damaged property. |

References

Eric Jacobson

Battle of Franklin Trust, Chief Operating Officer

1345 Eastern Flank Circle

Franklin, TN 37064

eric@battleoffranklintrust.org

(615) 794-0903

Description of Work: Planted 8 – 8-10” cal. *Juniperus virginiana* (Eastern Red Cedars), mulching, ongoing maintenance of garden & grounds, Spring 2014

Andre Medeiros

Private Client

460 Truman Road

Franklin, TN 37064

andre_medeiros2001@yahoo.com

(615) 830-2759

Description of Work: Amended soil, planted 3 - 8' 'Doctor Kassab' Hollies, 2 - 'Muskogee' Crape Myrtles, 7 - (10-12') 'Spartan' Junipers, removed debris & watered, June 2014

Camille Schaefer

Private Client

1357 Barkleigh Lane

Franklin, TN 37064

camille_schaefer@yahoo.com

(513) 267-8157

Description of Work: Amended soil, planted 11 - 8' 'Emerald Green' Arborvitaes, removed debris & watered, May 2014

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_010

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Justin Stelter

P.O. Box 565

Franklin, TN 37065

justinstelter@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, 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.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement 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 these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, Justin Stelter, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Justin Stelter

(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Justin Stelter
(signature of Affiant)

Owner

(title of Affiant)

Sworn and subscribed to before me this 30th day of September, 2014

Rachel Sample
(Notary Public)



My Commission Expires: 2/18/15

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_010)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

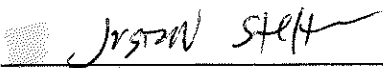
State of Tennessee)
County of Williamson) SS

Affiant, Justin Stelter, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Justin Stelter,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

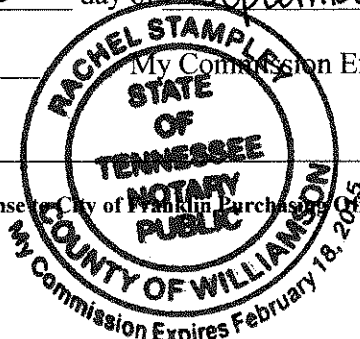
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 30th day of September, 2014
Rachel Sample
(Notary Public)

My Commission Expires: 2/18/15



Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

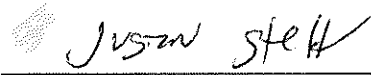
State of Tennessee)
County of Williamson) SS

Affiant, Justin Stelter, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Justin Stelter,
(legal name of entity submitting bid or proposal)

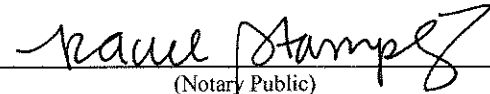
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

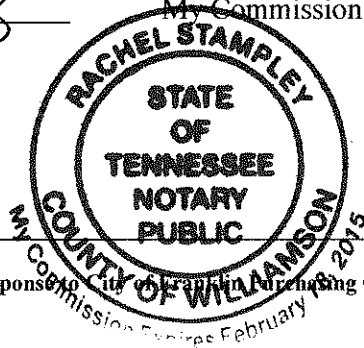

(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 30th day of September, 2014


(Notary Public)

My Commission Expires: 2/18/15



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 3

Certificate(s) of Insurance

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 4

Indemnification Agreement

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Justin Stelter agrees that:
(printed name of person signing Agreement)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Justin Stelter,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Owner
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_010)

Form revised 02/25/2005

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 5

Schedule of quantities by jobsite:

Variety		Actual quantities for Project Jobsite No. ...			Total actual quantities for all jobsites
		1	2	3	
No.	Name	(Eastern Flank Battlefield Park)	(Ft. Granger)	(Pinkerton Park)	
1	Eastern Red Cedar	6	24	0	30
2	Dogwood	0	0	3	3
3	Forrest Pansy Redbud	0	0	3	3
4	Blackgum	18	0	1	19
5	Northern Red Oak	20	0	1	21
6	Southern Red Oak	20	0	1	21
7	Shumard Oak	23	0	0	23
8	White Oak	20	0	0	20
9	Sassafras	17	0	0	17
10	Sugar Maple	10	0	0	10
11	Red Maple	10	0	0	10
12	Shellbark Hickory	17	0	0	17
13	Chinkapin Oak	4	0	0	4
Estimated Grand Totals:		165	24	9	198

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2014-0262)

Attachment No. 6

Schedule of pricing by variety of tree:

No.	Variety	Total quantities at all jobsites	Quoted unit price per planted tree prior to provisional acceptance	Calculated extended pricing prior to provisional acceptance	Quoted unit price per planted tree during year no. 1 of maintenance and guarantee period	Calculated extended pricing during year no. 1 of maintenance and guarantee period	Total value of bid
1	Eastern Red Cedar	30	\$132.20	\$3,966.00	\$23.80	\$714.00	\$4,680.00
2	Dogwood	3	\$158.42	\$475.26	\$23.80	\$71.40	\$546.66
3	Forrest Pansy Redbud	3	\$158.42	\$475.26	\$23.80	\$71.40	\$546.66
4	Blackgum	19	\$184.64	\$3,508.16	\$23.80	\$452.20	\$3,960.36
5	Northern Red Oak	21	\$184.64	\$3,877.44	\$23.80	\$499.80	\$4,377.24
6	Southern Red Oak	21	\$184.64	\$3,877.44	\$23.80	\$499.80	\$4,377.24
7	Shumard Oak	23	\$171.53	\$3,945.19	\$23.80	\$547.40	\$4,492.59
8	White Oak	20	\$184.64	\$3,692.80	\$23.80	\$476.00	\$4,168.80
9	Sassafras	17	\$210.86	\$3,584.62	\$23.80	\$404.60	\$3,989.22
10	Sugar Maple	10	\$171.53	\$1,715.30	\$23.80	\$238.00	\$1,953.30
11	Red Maple	10	\$178.08	\$1,780.80	\$23.80	\$238.00	\$2,018.80
12	Shellbark Hickory	17	\$243.63	\$4,141.71	\$23.80	\$404.60	\$4,546.31
13	Chinkapin Oak	4	\$178.08	\$712.32	\$23.80	\$95.20	\$807.52
	Grand totals:	198		\$35,752.30		\$4,712.40	\$40,464.70

Funding Policy of the City of Franklin Employees' Pension Plan

The Board of Mayor & Aldermen, as Trustees of the City of Franklin Employees' Pension Plan, hereby adopts this document for its defined benefit plan funding policy.

Preamble

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the City of Franklin Employees' Pension Plan. It is intended that current assets plus future assets from employer contributions, employee contributions, and investment earnings should be sufficient to finance all benefits provided by City of Franklin Employees' Pension Plan. The funding policy is intended to reflect a reasonable, conservative approach with each generation of taxpayers financing, to the greatest extent possible, the cost of pension benefits being accrued. This funding policy recognizes that there will be investment market place volatility and that actual economic and demographic experience will differ from assumed experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, it is the intent that that this funding policy comply with all applicable laws, rules, and regulations of the State of Tennessee and the Federal Government.

Components of this Funding Policy

1. Procurement of actuarial services
2. Actuarial experience study
3. Actuarial valuation
4. Actuarial audit

Procurement of Actuarial Services

City of Franklin Employees' Pension Plan shall acquire the services of professional actuarial firms to perform an actuarial experience study, an actuarial valuation, an actuarial audit, and other necessary actuarial services. Actuarial firms shall be selected by a competitive process. The actuarial firm that performs the actuarial audit shall not be the same firm that performs the actuarial valuation and the actuarial experience study. The contractual agreement with an actuarial firm shall not exceed five years. The actuarial firm shall be independent and shall act as a fiduciary on behalf of City of Franklin Employees' Pension Plan.

The lead actuaries of actuarial firms shall have the requisite experience, capabilities, strengths, and qualifications including, but not limited to, the following:

1. Member of the American Academy of Actuaries,
2. Attainment of the Fellowship of the Society of Actuaries (FSA) designation,
3. Attainment of the Enrolled Actuary (EA) designation
4. At least seven years of actuarial experience in the defined benefit field, and
5. Ineligible to participate in City of Franklin Employees' Pension Plan

Actuarial Experience Study

An actuarial experience study shall be conducted at least every four years. As determined necessary by the chair of the Investment Committee, assumptions may be evaluated on an interim basis.

Assumptions adopted by the Board should be established based on past experience and future expectations as the result of an extensive actuarial experience study.

Demographic assumptions to be established include, but are not limited to, the following:

1. Turnover pattern
2. Pre-retirement mortality based on expected improvement in mortality
3. Pattern of retirement
4. Post-retirement mortality with expected improvement in mortality to be phased in with future studies

Economic assumptions to be established include, but are not limited to, the following:

1. Investment earnings (net of investment expenses)
2. Salary
3. Retiree Market Price Adjustment (Adjustment for change in purchasing power)
4. Social security wage base

Economic assumptions shall include an underlying assumption for inflation.

The actuarial experience study shall also generate administrative factors including, but not limited to, the following: (1) survivorship benefit option factors, (2) social security leveling option factors, (3) early retirement reduction factors, (4) full retirement age actuarial equivalent factors, and (5) annuity factors. These factors shall be determined on a cost neutral basis.

Actuarial Valuation

Valuation method, frequency, and ADC. An actuarial valuation to determine the Actuarially Determined Contribution (ADC) rate to finance pension obligations shall be performed annually beginning as of January 1, 2015. The valuation shall utilize the entry-age normal actuarial method. The valuation shall provide funding of at least 100% of the ADC. The ADC shall include (1) the normal cost, (2) the unfunded liability cost, and (3) the cost of administration for the operation of City of Franklin Employees' Pension Plan. The ADC shall be calculated and become applicable on first day of July that is six months following the valuation date.

Asset smoothing method. An asset smoothing method shall be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts. The asset smoothing period shall be five years, for fiscal years beginning after June 30, 2014. For fiscal years prior to July 1, 2014, no smoothing period shall be used. However, there shall be a corridor so that the actuarial value of assets cannot be 20% more than nor 20% less than the market value of assets existing as of the actuarial valuation date.

Amortization methodology for actuarial gains and losses. Unfunded liabilities shall be amortized utilizing the level dollar amortization method over a closed period not to exceed 20 years. A tiered approach will be utilized with new actuarial gains and losses from each actuarial valuation. Each

tier shall be amortized over a closed, maximum 20 year period. The amortization period may be shortened or extended from valuation to valuation but the gains and losses for a specific tier must be completely amortized within 20 years. Any extension of the amortization period for a specific tier cannot exceed the 20 year maximum less whatever time has elapsed from the beginning of the amortization period.

The unfunded liability based on the 2015 actuarial valuation shall be funded no later than 2035. In subsequent actuarial valuations, new tiers of actuarial gains and losses shall be amortized over a closed period not to exceed 20 years.

Actuarial gains and losses may result from (1) actual experience versus assumed experience, (2) changes in demographic and economic assumptions, and (3) changes in benefit provisions.

Demographic data. The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, (3) all inactive non-vested members with an account balance, and (4) all annuitants (including beneficiary annuitants).

Benefit provisions. The actuarial valuation shall include all benefits being accrued by members of City of Franklin Employees' Pension Plan including, but not limited to, retirement, disability, death benefits, and post-employment market-price adjustments. The valuation shall be based on the benefit eligibility and benefit terms as set out in state law.

Assumptions utilized. Demographic and economic assumptions as determined by an actuarial experience study, recommended by the Investment Committee, and adopted by the Board shall be utilized in the actuarial valuation.

Actuarial Audit

An actuarial audit by an independent actuarial audit firm shall be conducted at least once in a ten year period. The purpose of the actuarial audit shall be: (1) the validation and verification of actuarial valuation results for both funding and accounting; (2) an evaluation of the reasonableness of actuarial assumptions and methods; (3) compliance with professional standards such as generally accepted actuarial standards; and (4) compliance with state law and Board policy.

Transparency and Accountability

This funding policy, the actuarial experience study, the actuarial valuation, and the actuarial audit shall be readily available for review. Accordingly, the funding policy shall be posted on the City website. Further, the actuarial experience study, the actuarial valuation, and the actuarial audit shall be maintained on the City website for a period of no less than five years after being published.

Effective Date

This policy be effective upon its adoption by the Board of Mayor & Aldermen, and shall remain in effect until amended by the Board or preempted by state law.

Chapter 990

9-3-504.

(a) Notwithstanding any provision of law, rule, ordinance, resolution, charter, pension plan, agreement or pension plan contract to the contrary, the applicable provisions of this part shall apply to any political subdivision in the state that has established and maintains, directly or indirectly, a defined benefit pension plan for the benefits of its employees, irrespective of the manner in which the pension plan is administered.

(b) Each political subdivision shall develop a funding policy for financing the obligations under the pension plan. Such funding policy shall be legally adopted and approved through a resolution by the political subdivision's chief legislative body or governing body. The funding policy shall be in effect until amended. Each political subdivision shall develop a funding policy for fiscal years beginning after June 15, 2015. The funding policy and any amendment thereto shall be submitted to the comptroller of the treasury within thirty (30) days after adoption.

(c) The political subdivision's funding policy shall include, but not be limited to the following:

- (1) The ADC for each pension plan shall include the normal costs and the amortization of the unfunded accrued liability, to the extent that any of the plans have any unfunded accrued liability for a particular fiscal year;
- (2) The maximum amortization period for which any unfunded accrued liabilities will be paid; and
- (3) A statement that the political subdivision's budget shall include funding of at least one hundred percent (100%) of the ADC, except as provided in § 9-3-SOS(b).

(d) The actuarial methodology is expected to provide that projected revenues (employer contributions, employee contributions, and investment earnings), and current assets will finance all of the projected benefits (death, disability, and retirement) provided by the plan. In the event that pension plan has an unfunded accrued liability, the level dollar amortization method shall be utilized beginning on or before June 15, 2020, for financing the unfunded accrued liability, and will continue to be utilized thereafter.

(e) The ADC calculated by the political subdivision's actuary shall be calculated utilizing the following methodology, and in accordance with the Actuarial Standards of Practice established by the Actuarial Standards Board:

(1) Actuarial cost method allocating normal costs over a period beginning no earlier than the date of employment which should not exceed the last assumed retirement age. This method is designed to fully fund the long-term costs of promised benefits, consistent with the objective of keeping contributions relatively stable and equitably allocating the costs over the employees' period of active service. Commencing with the plan fiscal year beginning after June 15, 2019, a generally accepted actuarial method that achieves the above objectives shall be used, except the projected unit credit method is not permitted;

(2) Actuarial value of assets calculated using a maximum ten (10) year asset smoothing period. Any smoothing period greater than five (5) years will have a maximum twenty percent (20%) market corridor. For the purposes of this subsection, the term "market corridor" means a range beyond which deviations are not smoothed;

(3) No later than the plan fiscal year beginning after June 15, 2020, the level dollar amortization method of unfunded accrued liabilities;

(4) Mortality assumptions, which should consider the effect of expected mortality improvements, and shall be utilized beginning on or before the plan fiscal year after June 15, 2024, and will continue to be utilized thereafter;

(5) Investment earnings assumption that shall not be greater than fifty (50) basis points above the rate adopted by the Tennessee consolidated retirement system;

and

(6) A closed amortization period not to exceed thirty (30) years for all unfunded accrued liabilities.

(f) The ADC for the political subdivision's pension plan shall be determined by an independent, qualified actuary.

(g) The actuary used by the political subdivision shall be a member of the American Academy of Actuaries.

(h) The actuary used by a political subdivision for the calculation of the ADC for its pension plan shall not be an employee of that political subdivision, and shall not be otherwise eligible to participate in any of the political subdivision's pension plans.



BEST PRACTICE

Core Elements of a Pension Funding Policy (CORBA) (2013)

Background. The Government Finance Officers Association (GFOA) has recommended that every state and local government that offers defined benefit pensions formally adopt a funding policy that provides reasonable assurance that the cost of those benefits will be funded in an equitable and sustainable manner.¹ To provide the desired degree of assurance, a pension funding policy would need to incorporate the following principles and objectives:

1. Every government employer that offers defined benefit pensions should obtain no less than biennially an actuarially determined contribution (ADC) to serve as the basis for its contributions;
2. The ADC should be calculated in a manner that fully funds the long-term costs of promised benefits, while balancing the goals of 1) keeping contributions relatively stable and 2) equitably allocating the costs over the employees' period of active service;
3. Every government employer that offers defined benefit pensions should make a commitment to fund the full amount of the ADC each period. (For some government employers, a reasonable transition period will be necessary before this objective can be accomplished);
4. Every government employer that offers defined benefit pensions should demonstrate accountability and transparency by communicating all of the information necessary for assessing the government's progress toward meeting its pension funding objectives.

These principles and objectives necessarily will affect decisions related to the treatment of three core elements of a comprehensive pension funding policy:

- *Actuarial cost method* - the technique used to allocate the total present value of future benefits over an employee's working career (*normal cost/service cost*).
- *Asset smoothing method* - the technique used to recognize gains or losses in pension assets over some period of time so as to reduce the effects of market volatility and stabilize contributions.
- *Amortization policy* - The length of time and the structure selected for increasing or decreasing contributions to systematically eliminate any unfunded actuarial accrued liability or surplus.

Recommendations. To ensure consistency with the principles and objectives described above, the GFOA recommends that a pension funding policy treat each of its core elements as follows:

¹ "Guidelines for Funding Defined Benefit Pensions" (2013) (CORBA).

Actuarial cost method. The actuarial cost method selected for funding purposes should conform to actuarial standards of practice and allocate normal costs over a period beginning no earlier than the date of employment and should not exceed the last assumed retirement age. Moreover, the selected actuarial cost method should be designed to fully fund the long-term costs of promised benefits, consistent with the objective of keeping contributions relatively stable and equitably allocating the costs over the employees' period of active service.² While not the only method that would satisfy this criterion, the entry age method—level percentage of pay normal cost—is especially well suited to achieving this purpose.

Asset smoothing. The method used for asset smoothing should:

- Be unbiased relative to market. Thus, for example:
 - The same smoothing period should be used for both gains and losses, and
 - Market corridors (a range beyond which deviations are *not* smoothed), if used, should be symmetrical³, and
- Provide for smoothing to occur over fixed periods (the use of rolling periods normally should be avoided), ideally of five years or less, but never longer than ten years.
 - Provide for a market corridor if smoothing is to occur over a period longer than five years.

Amortization. Amortization of the unfunded actuarial accrued liability⁴ should:

- Use fixed (closed) periods that
 - Are selected so as to balance the twin goals of demographic matching (equitable allocation of cost among generations) and volatility management (funding at a level percentage of payroll) and
 - Never exceed 25 years, but ideally fall in the 15-20 year range;
- Use a layered approach for the various components to be amortized (that is, an approach that separately tracks the different components to be amortized); and emerge as a level percentage of member compensation or as a level dollar amount.

Additional considerations for plans closed to new entrants. When a plan is closed to new participants, the aggregate actuarial cost method – level percentage of pay normal cost – is especially well suited for funding.

For closed plans with no remaining active members:

- Special attention needs to be given to the mix of investments (given the shorter time horizon); and
- In comparison to open plans:

² Employers using some other actuarial cost method should carefully monitor demographic changes and trends in the covered workforce inasmuch as such changes could result in increased employer contributions as a percentage of payroll.

³ Generally, the appropriate corridor will depend upon the length of the smoothing period, with longer smoothing periods requiring narrower corridors.

⁴ Special considerations may apply to the amortization of a surplus (e.g., use of a longer amortization period).

- Asset smoothing periods should be shorter (typically no longer than three years);
 - Corridors, if used, should be narrower; and
- Amortization periods should be shorter (typically no longer than 10 years for gains and losses).

For closed plans that still have active members:

- The continued use of level percent of member compensation amortization remains appropriate, but *not* for a long period (i.e., as the number of active members decreases); and
- In comparison to open plans:
 - Asset smoothing periods should be shorter;
 - For asset smoothing periods that exceed five years, a corridor (not to exceed 20 percent) should be used; and
 - Amortization periods should be shorter.

References.

- California Actuarial Advisory Panel, *Actuarial Funding Policies and Practices for Public Pension and OPEB Plans*, February 2013 at:
http://www.sco.ca.gov/Files-ARD/BudLeg/CAAP_Funding_Policies_w_letter.pdf

RESOLUTION 2014-74

**A RESOLUTION OF THE BOARD OF MAYOR AND
ALDERMEN TO ADOPT A FUNDING POLICY FOR THE
EMPLOYEE'S PENSION PLAN**

WHEREAS, the City of Franklin, by action of the Board of Mayor and Aldermen, adopted an Employees Pension Plan, and

WHEREAS, on May 22, 2014, the General Assembly of the State of Tennessee adopted Chapter 990, requiring each municipality with a pension plan independent of the Tennessee Consolidated Retirement System to prepare and adopt a formal pension funding policy, and

WHEREAS, the Board of Mayor and Aldermen wish to conform to the laws of the State by adopting a formal policy that will guide and stabilize future annual contributions, and

WHEREAS, the Board of Mayor and Aldermen wishes to be an early adopter of such a policy, in advance of the July 1, 2015 deadline.

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

Section 1. That the Pension Funding Policy is hereby adopted.

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

IT IS SO RESOLVED AND DONE on this _____day of _____, 2014.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

by: _____
Ken Moore, M.D.
Mayor

MEMORANDUM

October 13, 2014

TO: Board of Mayor & Aldermen
Eric Stuckey, City Administrator

FROM: Russ Truell, ACA/CFO

RE: Pension Funding Policy

Since sending out the packets of background material for the October 14 work session, I had a chance to meet with the principal contact from our actuarial firm to discuss the draft of the Pension Funding Policy. Based on the comments from David Kays, our long-serving actuary, there are a few changes that could be made that would benefit the policy. (A redlined version is attached.)

First, because the application of the “fiduciary” designation is still being debated as a result of federal legislation, and because it may not apply in the case of actuarial work that is governed by a discrete set of standards, a change in the language may avoid controversy. I suggest a change to “solely in the best interest of the Pension Plan” as alternative language that creates a similar responsibility for the actuary.

Second, the “Fellowship of the Society of Actuaries” is a designation that is not in the State legislation, but is being added by the Tennessee Consolidated Retirement System (TCRS) to their funding policy. Since it is not required, and since it would limit the number of actuarial firms that could produce the work required and submit proposals for our business, I suggest that we eliminate that requirement.

Third, the State legislation requires an experience study every ten years. I shortened that to four years when drafting the policy. Our actuary recommends restoring the ten-year limit because our experience has been very slow to change, and the cost of the study can be quite large. Since our last experience study was conducted only four years ago and there has been little evidence to date of any meaningful change, requiring a study every four years appears to be an overreach. Another reason to delay the experience study is to allow changes to the Pension Plan made in 2010 to take full effect.

Finally, the references to social security wage base and the social security leveling factors are applicable to the Tennessee Consolidated Retirement Plan, but not to the Franklin plan. Those references should have been omitted from the start.

As you consider the Pension Funding Policy at tomorrow’s work session, I request that you consider allowing these changes to the Policy before the voting session on October 28.

Funding Policy of the City of Franklin Employees' Pension Plan

The Board of Mayor & Aldermen, as Trustees of the City of Franklin Employees' Pension Plan, hereby adopts this document for its defined benefit plan funding policy.

Preamble

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the City of Franklin Employees' Pension Plan. It is intended that current assets plus future assets from employer contributions, employee contributions, and investment earnings should be sufficient to finance all benefits provided by City of Franklin Employees' Pension Plan. The funding policy is intended to reflect a reasonable, conservative approach with each generation of taxpayers financing, to the greatest extent possible, the cost of pension benefits being accrued. This funding policy recognizes that there will be investment market place volatility and that actual economic and demographic experience will differ from assumed experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, it is the intent that that this funding policy comply with all applicable laws, rules, and regulations of the State of Tennessee and the Federal Government.

Components of this Funding Policy

1. Procurement of actuarial services
2. Actuarial experience study
3. Actuarial valuation
4. Actuarial audit

Procurement of Actuarial Services

City of Franklin Employees' Pension Plan shall acquire the services of professional actuarial firms to perform an actuarial experience study, an actuarial valuation, an actuarial audit, and other necessary actuarial services. Actuarial firms shall be selected by a competitive process. The actuarial firm that performs the actuarial audit shall not be the same firm that performs the actuarial valuation and the actuarial experience study. The contractual agreement with an actuarial firm shall not exceed five years. The actuarial firm shall be independent and shall act ~~as a fiduciary on behalf~~solely in the best interest of City of Franklin Employees' Pension Plan.

The lead actuaries of actuarial firms shall have the requisite experience, capabilities, strengths, and qualifications including, but not limited to, the following:

1. Member of the American Academy of Actuaries,
- ~~2. Attainment of the Fellowship of the Society of Actuaries (FSA) designation,~~
- ~~3.2~~3.2 Attainment of the Enrolled Actuary (EA) designation
- ~~4.3~~4.3 At least seven years of actuarial experience in the defined benefit field, and
- ~~5.4~~5.4 Ineligible to participate in City of Franklin Employees' Pension Plan

Actuarial Experience Study

An actuarial experience study shall be conducted at least every ~~four~~^{ten} years. As determined necessary by the chair of the Investment Committee, assumptions may be evaluated on an interim basis.

Assumptions adopted by the Board should be established based on past experience and future expectations as the result of an extensive actuarial experience study.

Demographic assumptions to be established include, but are not limited to, the following:

1. Turnover pattern
2. Pre-retirement mortality based on expected improvement in mortality
3. Pattern of retirement
4. Post-retirement mortality with expected improvement in mortality to be phased in with future studies

Economic assumptions to be established include, but are not limited to, the following:

1. Investment earnings (net of investment expenses)
2. Salary
3. Retiree Market Price Adjustment (Adjustment for change in purchasing power)
- ~~4. Social security wage base~~

Economic assumptions shall include an underlying assumption for inflation.

The actuarial experience study shall also generate administrative factors including, but not limited to, the following: (1) survivorship benefit option factors, ~~(2) social security leveling option factors,~~ ~~(3)~~ early retirement reduction factors, ~~(4)~~ full retirement age actuarial equivalent factors, and ~~(5)~~ annuity factors. These factors shall be determined on a cost neutral basis.

Actuarial Valuation

Valuation method, frequency, and ADC. An actuarial valuation to determine the Actuarially Determined Contribution (ADC) rate to finance pension obligations shall be performed annually beginning as of January 1, 2015. The valuation shall utilize the entry-age normal actuarial method. The valuation shall provide funding of at least 100% of the ADC. The ADC shall include (1) the normal cost, (2) the unfunded liability cost, and (3) the cost of administration for the operation of City of Franklin Employees' Pension Plan. The ADC shall be calculated and become applicable on first day of July that is six months following the valuation date.

Asset smoothing method. An asset smoothing method shall be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts. The asset smoothing period shall be five years, for fiscal years beginning after June 30, 2014. For fiscal years prior to July 1, 2014, no smoothing period shall be used. **However, there shall be a corridor so that the actuarial value of assets cannot be 20% more than nor 20% less than the market value of assets existing as of the actuarial valuation date.**

Amortization methodology for actuarial gains and losses. Unfunded liabilities shall be amortized utilizing the level dollar amortization method over a closed period not to exceed 20 years. A tiered approach will be utilized with new actuarial gains and losses from each actuarial valuation. Each

tier shall be amortized over a closed, maximum 20 year period. The amortization period may be shortened or extended from valuation to valuation but the gains and losses for a specific tier must be completely amortized within 20 years. Any extension of the amortization period for a specific tier cannot exceed the 20 year maximum less whatever time has elapsed from the beginning of the amortization period. *

The unfunded liability based on the 2015 actuarial valuation shall be funded no later than 2035. In subsequent actuarial valuations, new tiers of actuarial gains and losses shall be amortized over a closed period not to exceed 20 years.

Actuarial gains and losses may result from (1) actual experience versus assumed experience, (2) changes in demographic and economic assumptions, and (3) changes in benefit provisions.

Demographic data. The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, (3) all inactive non-vested members with an account balance, and (4) all annuitants (including beneficiary annuitants).

Benefit provisions. The actuarial valuation shall include all benefits being accrued by members of City of Franklin Employees' Pension Plan including, but not limited to, retirement, disability, death benefits, and post-employment market-price adjustments. The valuation shall be based on the benefit eligibility and benefit terms as set out in state law.

Assumptions utilized. Demographic and economic assumptions as determined by an actuarial experience study, recommended by the Investment Committee, and adopted by the Board shall be utilized in the actuarial valuation.

Actuarial Audit

An actuarial audit by an independent actuarial audit firm shall be conducted at least once in a ten year period. The purpose of the actuarial audit shall be: (1) the validation and verification of actuarial valuation results for both funding and accounting; (2) an evaluation of the reasonableness of actuarial assumptions and methods; (3) compliance with professional standards such as generally accepted actuarial standards; and (4) compliance with state law and Board policy.

Transparency and Accountability

This funding policy, the actuarial experience study, the actuarial valuation, and the actuarial audit shall be readily available for review. Accordingly, the funding policy shall be posted on the City website. Further, the actuarial experience study, the actuarial valuation, and the actuarial audit shall be maintained on the City website for a period of no less than five years after being published.

Effective Date

This policy be effective upon its adoption by the Board of Mayor & Aldermen, and shall remain in effect until amended by the Board or preempted by state law.

- The Plan is currently in the third year of a twenty-year amortization.

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ADDENDUM A

**EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN,
TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE CONCERNING THE DISPOSAL
OF BATTERIES, OIL, PAINT, ANTIFREEZE, AND ELECTRONICS**

THIS ADDENDUM is made by and between WILLIAMSON COUNTY, ("County"), a county governmental entity of the State of Tennessee, and CITY OF FRANKLIN, ("City"), a municipal corporation of the State of Tennessee and is executed as evidenced by the undersigned and made a part of the original Interlocal Agreement, ("Original Interlocal"), which expires on September 17, 2014. In the event of any conflict between this Addendum and the original Interlocal Agreement, Exhibits or any other previously executed Addenda, this Addendum shall control.

- WHEREAS,** Williamson County and the City of Franklin are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;
- WHEREAS,** the parties agreed to cooperate pursuant to the terms and conditions of the Original Interlocal for the collection and disposal of batteries, oil, paint, antifreeze, and electronics, ("BOPAE");
- WHEREAS,** the City currently accepts BOPAE at its transfer station located at 417 Century Court, Franklin, Tennessee;
- WHEREAS,** the County provides containers and tanks for the acceptance of BOPAE;
- WHEREAS,** the original Interlocal Agreement is for a term of five years with the ability to extend the agreement for additional five year terms; and
- WHEREAS,** the parties agree to continue to be bound by provisions of the Original Interlocal that do not conflict with this Addendum:

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- By execution of this Addendum the parties agree to extend the Original Interlocal for an additional five year term to continue in time without a break in the term. The term of the Original Interlocal shall continue on and through the 18th day of September, 2014, and end on the 17th day of September, 2019 unless otherwise terminated or extended as provided in the Original Interlocal. The parties may extend the Original Interlocal for additional five year terms. To be effective, any extension must be approved for form by the County Attorney's Office, the City Attorney's Office, signed by the Williamson County Mayor and the authorized representative of the City. Renewals shall be exercised prior to the expiration of the term which shall be evidenced by a fully executed addendum.
- This Addendum shall not affect the remaining provisions of the Interlocal Agreement and all provisions which do not conflict with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the _____ day of _____, 2014.

Rogers Anderson, Williamson County Mayor

Dr. Ken Moore City of Franklin Mayor

Nina Graham, Budget Director

Title

County Attorney

City Attorney

ORDINANCE NO. 2014-33

AN ORDINANCE TO RESCIND ORDINANCE 2008-56 AND TO ADOPT A REVISED POLICY FOR RECORDS REQUESTS

WHEREAS, the Charter of the City of Franklin, Article VII, Section 3, establishes the City Recorder as the keeper of the public records of the City; and

WHEREAS, Ordinance 2008-56, adopted by the Board of Mayor and Aldermen on November 25, 2008, authorizes the City departments to impose a reasonable fee for photocopies; and

WHEREAS, the City Recorder has further acted in good faith under Schedule of Reasonable Charges as established by the Office of Open Records Counsel; and

WHEREAS, the City Recorder has determined that many of the current charges assessed for certain records need to be updated to more adequately convey the actual cost to the City; and

WHEREAS, the City Recorder has continually acted in good faith under the Tennessee Public Records Act to provide efficient service to all citizens requesting copies of public records; and

WHEREAS, the Office of Open Records Counsel recently issued an opinion that cities should establish by Ordinance to establish procedures for inspection of, access to, and duplication of public records pursuant to the Tennessee Public Records Act; and

WHEREAS, the Board of Mayor and Aldermen believe it is in the best interest of the City of Franklin to rescind Ordinance 2008-56 to address modified fees and to formalize the City's policy and procedures related to the fulfillment of public records requests for Tennessee citizens.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee:

That Ordinance 2008-56 is hereby rescinded.

SECTION 2. BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee:

That the City of Franklin hereby adopts The City of Franklin Guidelines for Access to and Reproduction of Public Records and Schedule of Charges for Reproduction of Public Records, attached as Exhibit A and incorporated as if restated fully herein.

SECTION 3. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee:

That this Ordinance shall repeal any ordinance or parts of any ordinance in conflict herewith, and shall take effect immediately after its passage on second and final reading, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PASSED FIRST READING

PASSED SECOND READING

Approved as to Form:

Kristen L. Corn, Staff Attorney

EXHIBIT A

THE CITY OF FRANKLIN GUIDELINES FOR ACCESS TO AND REPRODUCTION OF PUBLIC RECORDS AND SCHEDULE OF CHARGES FOR REPRODUCTION OF PUBLIC RECORDS

It is the policy and intent of the City to comply with Tennessee's Public Records Act (T.C.A. § 10-7-503, et seq.) by permitting the inspection and copying of the public records of the City for Tennessee citizens.

While requests for the inspection and copying of public records of the City shall be handled by the City as expeditiously as possible, the City also has the responsibility to:

(1) Preserve the confidentiality of public records that are confidential pursuant to state and federal law, including the Tennessee Public Records Act (T.C.A. § 10-7-503 et seq.).

(2) Protect public records from damage or disorganization.

(3) Balance the allocation of personnel to records inspection and copying duty against the prevention of excessive interference with other essential functions of the City.

DEFINITIONS

In the interpretation and application of this policy, the following terms have the meanings indicated:

"Confidential record" is any record, or part of a record, which is defined by the Tennessee Public Records Act, or other state and federal laws, as being exempt from public inspection, including, but not limited to, those records listed in T.C.A. § 10-7-504.

"Department Director" is as defined by the City of Franklin Human Resources Manual, and means the supervisor immediately in charge of a department or his/her designee for purposes of this Policy.

"Public official" means any elected or appointed town official who has legislative or administrative duties prescribed by the City's charter, the City's municipal code, or any ordinance or resolution of the City. It also includes any county, state or federal official who makes a request for the City's records on behalf of the government he or she represents.

"Public record" means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance in connection with the transaction of official business by the City.

"Open Records Coordinator" means the Assistant City Recorder, who has been tasked with completing all open records requests, or his or her designee or designees.

"Requestor" means a Tennessee citizen requesting access to or a copy of a public record.

CUSTODY OF RECORDS

The City's records shall remain in the physical custody of the Department Director, and on the City's premises, at all times.

GENERAL PROCEDURE FOR INSPECTION AND COPYING OF RECORDS

Pursuant to Tenn. Code Ann. §10-7-503, any citizen may request to inspect or obtain copies of the City of Franklin's records. Citizens wishing to inspect or copy City records shall make a request for inspection to the department of the City that maintains the records. If the requestor does not know which department maintains the records, the request shall be made to the Open Records Coordinator, who will direct the requestor to the appropriate department. The request shall be made upon the form prescribed by the City. All citizens requesting to view a public record or to obtain a copy of a public record shall be required to produce a photo identification issued by a governmental entity. If the person requesting inspection fails or refuses to complete the form, the City employee handling the request shall complete the form with information provided by the requesting party, and shall note that the person requesting the record refused to complete the form.

When voluminous records are requested for inspection, the person requesting access shall make an appointment with the Open Records Coordinator or his or her designee from the department holding the records. Appointments for inspection of records may be for no longer than two (2) hours in one day per request. If further inspection is needed by the requesting party, another appointment may be scheduled. The purpose of this policy is to prevent monopolization of working hours of City/City employees and interference with their work duties. Employees shall make every effort to schedule appointments so as to provide full access to the requesting party.

All inspections of records must be performed under the supervision of an employee of the City.

ASSISTANCE IN LOCATION AND DELIVERY OF RECORDS FOR INSPECTION

All open records requests shall be handled by the Open Records Coordinator, with the exception of requests for accident reports, which shall be handled by the Police Records Department. The City may, at its discretion, allow other exceptions as well. Any Department Director who receives an open records request shall forward the request to the Open Records Coordinator, and shall provide the Open Records Coordinator with the necessary assistance to help locate the requested records. ***To the extent possible, the records requested shall be provided immediately.*** If the records cannot be provided immediately, the Open Records Coordinator shall, for records requests made before 11:00 A.M., make a determined effort to provide them by the end of the working day. However, the Open Records Coordinator has the discretion to delay the delivery of the records for inspection, that discretion to be governed and limited by such reasonable variables as: the kind, amount, and nature of the records requested; the need for redaction due to confidential information; uncertainty as to what records are requested; the location of the records requested; the format in which the records are requested; the extent of the Department Director's resources to locate the records at the time the request is made; intervening emergencies, problems, and other events that might reasonably delay the delivery of the records for inspection; and the propensity of the request to create undue disruption of other essential department functions. No employee shall ever unnecessarily delay the delivery of records for inspection.

Within seven business days of a request for records, the Open Records Coordinator shall:

- (1) Produce the records requested;

(2) Deny the records in writing, giving an explanation for denial, or,

(3) In the case of voluminous requests, provide, in writing, the requestor with an estimated time frame for production and an estimation of duplication costs.

ELECTRONIC RECORDS

Some public records that are stored, contained or available as data or information within the memory or storage facilities of computer or electronic equipment, might be subject to inspection (and copying) only through the services of City employees familiar with the operation of equipment that facilitates the inspection (or copying). The Open Records Coordinator and Department Director shall make a reasonable effort to ensure that the records are available for inspection under the same rules governing inspection above. However, where these records create special problems of determining confidentiality of all or some of their parts before they are viewed, additional delays in the delivery of the records not typical of paper copies of records may occur. The Open Records Coordinator and Department Director shall keep these delays to a minimum. The Department Director shall notify the Open Records Coordinator of the approximate length of delay in the delivery of the records for inspection, and the Open Records Coordinator shall enter it on the request for records.

Unless confidential information cannot be obscured from view, the requestor may view the information on the City's computer screen. Otherwise, the requestor may have the records transferred to a diskette or other compatible storage medium, or request paper copies of such records. If redaction is not possible on the electronic record, the requestor may be required to inspect or, in the event of a request for copies, procure paper copies.

LIMITATIONS ON DISCLOSURE OF CONFIDENTIAL RECORDS

Upon receiving a request to inspect a copy of a public record, the Open Records Coordinator shall grant the request unless he or she determines that the record requested is confidential, in whole or in part, under the Tennessee Public Records Act and/or any other applicable law. In cases of records that are confidential in part, the Open Records Coordinator shall deliver for inspection that part of the record not confidential by redacting confidential information where necessary. Where the Open Records Coordinator is uncertain whether a requested record is confidential, he or she shall as expeditiously as possible consult with the Law Department. If after consultation with the Law Department, uncertainty still exists, the Open Records Coordinator shall inform the requestor that uncertainty exists as to the confidentiality of the record, and on the request indicate the reason for the uncertainty with as much specificity as possible, and the approximate date the uncertainty will be resolved.

If the Open Records Coordinator determines that the record is confidential, he or she shall notify the requestor. The Open Records Coordinator shall specifically supply the requestor with a rejection of the request, noting the reason that the record is confidential and citing, if possible, the statute supporting the confidentiality.

The records of former employees receive the same confidentiality protections as those of current employees. Any information in the personnel file of a current employee that is confidential remains confidential upon and following his or her separation from the City.

The Police Chief is allowed to segregate personal information about any *undercover* police officer or member of his or her immediate family. The Chief may refuse to release such information if he or she reasonably believes it may endanger the officer or the officer's family. The Chief or his or her designee must make the determination when a request to inspect includes personal information about the

officer. The Chief should consider the totality of the circumstances and decide what of the personal information should be redacted and what should be released. If the Chief decides to withhold any information, he or she must give specific justification in writing to the requestor within two days and release the redacted file. If the Chief decides there is no justification for keeping the personal information confidential, the officer must be notified and given three (3) days to oppose release. When the request is from a business entity, it must also include the name and contact information for a supervisor for verification.

COSTS OF INSPECTION

Generally, there is no charge for the inspection of public records. However, where the public records requested are electronic records, and the records are not in the format requested by the requestor and special computer programs must be created to retrieve the records in the requested format, the Department Director shall estimate the cost of creating the programs, including the time and labor of town employees based upon their hourly pay rate, but not counting Social Security, insurance, and other benefits. The requestor shall pay to the City the estimated cost of the special programs before the records are compiled in the requested format. If the cost of the special program exceeds the amount previously paid by the requestor, he or she shall pay the balance to the City prior to the inspection of the records in the requested format. If the cost of the special programs is less than the amount previously paid by the requestor, the City shall refund to the requestor the difference upon the delivery of the records for inspection.

PROCEDURE FOR COPYING PUBLIC RECORDS

Any requestor who has submitted to the City a request for records is entitled to a copy of any record open for inspection. To the extent possible copies shall be made on the City's copying equipment. Where the equipment does not exist, is inoperative, is not designed to copy the records requested, or the requestor wants the copies in a format the City's equipment cannot duplicate, the copies may be made on commercial copying equipment at a vendor designated by the City. The City does not permit requestors to copy records using their own equipment. Further, all copying of public records that is done on the City's copying equipment must be performed by employees of the City.

No open public records may be removed from the City office for the purpose of copying, unless by a City employee. If the public records requested are frail due to age or other conditions, and copying the records will cause damage to the original records, the requesting party may be required to make an appointment for inspection.

COST OF COPIES FOR GENERAL PUBLIC—CITY'S EQUIPMENT

Requestor must pay a per page cost for copies of records. The charge for copies shall be:

Letter and Legal (Black and White)	\$0.15/page
Letter and Legal (Color)	\$0.50/page
11 x 17 (Black and White)	\$0.35/page
11 x 17 (Color)	\$2.50/page
Color printing/plotting (including zoning and planning maps, engineering plans, etc.)	\$2.00/square foot
CD/DVD	\$1.00

Files that are able to be emailed may be provided at no cost for the copy (costs for labor shall still accrue as provided below). Electronic files shall not be provided in any modifiable form to a requestor.

Payment for the cost of copies shall be made by the requestor before the copies are made. The payment shall be based on the approximate number of copies requested. If the actual cost of the copies exceeds the amount previously paid by the requestor, the balance shall be paid by the requestor before the delivery of the copies. If the previous payment made by the requestor exceeds the cost of the copies, the excess shall be refunded to the requestor upon the delivery of the copies. In order to save administrative costs of processing the transaction, any copying cost that is less than \$1.00 shall be waived.

LABOR COSTS

There shall be no labor costs for fulfilling requests for inspection of records. Requests for copies requiring less than one hour of municipal employee labor for research, retrieval and duplication is free to the requestor. Labor in excess of one hour may be charged by the City, in addition to the cost per copy. The City shall require payment in advance of producing voluminous records. Requests for copies of records may not be broken down to multiple requests for the same information in order to qualify for the first free hour. For requests requiring more than one employee to complete, labor charges will be assessed based on the following formula:

In calculating the charge for labor, a Department Director shall determine the number of hours each employee spent producing a request, and provide the Open Records Coordinator with that information. The Open Records Coordinator shall then subtract the one (1) hour threshold from the number of hours the highest paid employee(s) spent producing the request. The Open Records Coordinator will then multiply the total number of hours to be charged for the labor of each employee by that employee's hourly wage. The wage should not include benefits. Finally, the Open Records Coordinator will add together the totals for all the employees involved in the request and that will be the total amount of labor that can be charged.

In the event a requestor, after viewing voluminous records requested for inspection, decides to request copies of a portion of those records, the labor cost shall be calculated in proportion to the amount of records requested for copying.

FREQUENT AND MULTIPLE REQUESTS

For purposes of this policy, during each calendar month the Open Records Coordinator may aggregate the number of requests for copies made per requestor. When the total number of requests made to the City (even if the requests are made to different department of the City) by a requestor within a calendar month exceeds four (4), a records custodian may begin to charge the requestor for any and all labor that is reasonably necessary to produce the copies of the requested records after informing the requestor that the aggregation limit has been met. Request for items that are routinely released and readily accessible, such as agendas for current calendar month meetings and approved minutes from meetings held in the previous calendar month, are exempt from this policy. Additionally, a records custodian may aggregate the total number of public records requests made by a requestor and by any other individual, if the records custodian reasonably believes the requestor to be acting in concert with or as the agent of another person, entity or organization. A records custodian choosing to aggregate requests by multiple requestors must inform the requestors of the determination to aggregate and that they have the right to appeal the decision to aggregate to the Office of Open Records Counsel. When aggregating the labor of multiple requestors, the records custodian must file a Notice of Aggregation of Multiple Requestors with the Office of Open Records Counsel

COST OF COPIES FOR GENERAL PUBLIC—COMMERCIAL EQUIPMENT

Where the City's copying equipment is incapable of reproducing copies of the records requested, or its copying equipment is inoperative, the Open Records Coordinator shall notify the requestor. If the requestor decides that he or she wants a commercially made copy of the records, he or she shall notify the Open Records Coordinator, who shall determine the estimated cost of the copies. If the requestor desires to obtain the commercial copies, he or she shall pay the estimated cost of the copies. If the actual cost of the copies exceeds the amount previously paid by the requestor, the balance shall be paid by the requestor before the delivery of the copies. If the previous payment made by the requestor exceeds the cost of the copies, the excess will be refunded to the requestor upon the delivery of the copies.

NOTIFICATION TO EMPLOYEES

When a request is made for personnel records of a current employee of the City, the Open Records Coordinator shall ensure that the employee is notified within three days of the request. When the request is for the personnel records of a current law enforcement officer, the notice must include the name, address, and telephone number of the person making the inspection, for whom the inspection was made, and the date of the inspection, and the notice should go to the Police Chief as well as the employee.