HISTORIC FRANKLIN TENNESSEE
1799

City of Franklin

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

Meeting Agenda

Work Session

Tuesday, June 26, 2018	5:00 PM	Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. 18-0103

Consideration of Ordinance 2018-35, An Ordinance to Amend TITLE 10 of the City of Franklin Municipal Code to Add a New Chapter 3, to Restrict the Sale of Dogs and Cats at Pet Stores. (Referred for further discussion from 02/13/18 WS; deferred from 05/08/18 WS, 10/23/18 Work Session, 11/27/18 BOMA 1st Reading 5-3) SECOND AND FINAL READING

Sponsors: Ald. Beverly Burger

Attachments:
2018-35_AMENDEDOrdinance Restricting the Retail Sale of Dogs and Cats.Lav
18-0103 PIJAC Testimony Franklin TN.pdf
2018-35_Ordinance Restricting the Retail Sale of Dogs and Cats_Law Approve
2018-35_Ordinance Restricting the Retail Sale of Dogs and Cats.Law Approved
Humane Society Model Ordinance Restricting Retail Sale of Dogs and Cats - 2C
Exhibit A_Hallandale Beach Florida Ordinance.pdf
Exhibit B_House Bill 1662.pdf
American Kennel Club letter.pdf
Title 8_BL2018-1159 ORD.pdf
18-0103 HSUS Petland Report 2018 FINAL.pdf
18-0103 PDF from Ald Bev Burger.pdf

Legislative History

2/13/18	Work Session	referred as an Old Business Item to the Work Session
5/8/18	Work Session	referred to the Work Session

2. 18-0590

Consideration of Event Permit Application for Raise the Roofs on August 18, 2018 at the Park at Harlinsdale Farm Sponsored by Friends of Franklin Parks (06/26/18 WS)

Sponsors: Lisa Clayton

Attachments: Raise the Roofs 2018 REVISED APP

3. 18-0596 *Consideration Of Certificate Of Compliance RENEWAL For Wine In Grocery Store For Publix Tennessee, LLC #0160 Located At 2020 Fieldstone Parkway, Franklin, TN, 37069 (Cory Ring, Managing Agent; Randall T. Jones, Sr, President; John A. Attaway, Jr., Secretary; David Patrick Phillips, Treasurer; Joseph DiBenedetto, Vice President; Jeffrey G. Chamberlain, Vice President (Executive Officers)

Sponsors: Lanaii Benne

Attachments: 18-0596 Publix 0160 - 2020 Fieldstone - Retail Food Wine Certificate RENEWA

4. 18-0597 *Consideration Of Certificate Of Compliance RENEWAL For Wine In Grocery Store For Publix Tennessee, LLC #0176 Located At 1021 Riverside Drive, Franklin, TN, 37064 (Tony Gonzalez, Managing Agent; Randall T. Jones, Sr., President; John A. Attaway, Jr., Secretary; David Patrick Phillips, Treasurer; Joseph DiBenedetto, Vice President; Jeffrey G. Chamberlain, Vice President (Executive Officers)

Sponsors: Lanaii Benne

Attachments: 18-0597 Publix 0176 - 1021 Riverside Drive - Retail Food Wine Certificate RENI

5. 18-0598 *Consideration Of Certificate Of Compliance RENEWAL For Wine In Grocery Store For Publix Tennessee, LLC #1031 Located At 1400 Liberty Pike, Suite 200 (McKay's Mill), Franklin, TN, 37067-8560 (Nicole Hill, Managing Agent; Randall T. Jones, Sr., President; John A. Attaway, Jr., Secretary; David Patrick Phillips, Treasurer; Joseph DiBenedetto, Vice President; Jeffrey G. Chamberlain, Vice President (Executive Officers)

Sponsors: Lanaii Benne

Attachments: 18-0598 Publix 1031 - 1400 Liberty Pike Retail Food Wine Certificate.pdf

6. 18-0553 Consideration of City of Franklin Contract No. 2018-0084 for a Professional Services Agreement (PSA) with Tuck Hinton Architects for Master Planning of the Park at Harlinsdale Farm in the amount not to exceed $39,450. (06/26/18 WS)

Sponsors: Lisa Clayton

Attachments: 2018-0084 Tuck Hinton Architects_PSA for Master Plan at Harlinsdale Farm_wi

7. 18-0642 *Consideration of Contract No. 2018-0014 Between the City Of Franklin and the Tennessee Consolidated Retirement System (TCRS) for Provision of Pension Services.

Sponsors: Eric Stuckey and Kristine Brock

Attachments: Summary of Master Services Agreement Between Tennessee Consolidated Ret

2018-0014 TCRS Master_Administration and Co-Invest.Law Approved 2

8. 18-0654 Discussion Regarding Stormwater Project Funding (Continued from 6/26/18 WS)

Sponsors: Eric Stuckey, Kristine Brock, Paul Holzen and Michael Walters Young

Attachments: Stormwater Services 10YR Project Detail Report

Stormwater Fund History - 10 Year

Stormwater Forecast - FY 2019-2022 - Revised 07102018

9. 18-0602 *Consideration of Resolution 2018-49 to Award the FY 2019 On-Call Annual Contract for Asphalt Work (COF Contract No. 2018-0037) to Four Star Paving, LLC

Sponsors: Engineering

Attachments: 2018-49 RES_OnCallAnnual_FY19_AsphaltWork.Law Approved.pdf

C2018-0037_OnCallAnnual_Asphalt_BidTabulation.pdf

10. 18-0603 *Consideration of Resolution 2018-50 to Award the FY 2019 On-Call Annual Contract for Concrete Work (COF Contract No. 2018-0038) to the Joint Venture between M.A.Y. Construction Company, Inc. and Tennessee Valley Paving Co., Inc.

Sponsors: Engineering

Attachments: 2018-50 RES_OnCallAnnual_FY19_ConcreteWork.Law Approved.pdf

C2018-0038_OnCallAnnual_Concrete_BidTabulation.pdf

11. 18-0610 Consideration of Resolution 2018-54, A Resolution Validating the Cost of Construction of Offset Eligible Roadway Improvements for McEwen Drive. (06/26/18 WS)

Sponsors: Eric Stuckey, Vernon Gerth and Paul Holzen

Attachments: 2018-54 RES_McEwen Place Road Impact Fee Contract Valuation_with exhibit

McEwen Place Road Impact Fee Agreement

Muni Code Sec. 16-417 Road Impact Fee Offsets

12. 18-0604 Discussion on Irrigation Metering Structure (Continued from 6/26/18, 8/28/18, 4/9/19, and 8/27/19 Work Sessions)

Sponsors: Michelle Hatcher

Attachments: 20190813_PPT_Irrigation Fees BOMA Worksession Presentation_V1.pdf

20191205_PPT_Irrigation Discussion BOMA Worksession Presentation V1.pdf

13. 18-0607 *Consideration of a Resolution No. 2018-01 Awarding the Construction Contract (COF Contract No. 2017-0264) to Kiewit Infrastructure South Co. in the Amount of $132,380,000.00 With the Addition of the Alternate of A Jet Mixing System in the Equalization Basin in the Amount of $510,000.00 for the Water Reclamation Facility Modifications and Expansion Project for a Total Recommended Project Amount of $132,890,000 (6/26/18 WS).

Sponsors: Eric Stuckey, Mark Hilty and Michelle Hatcher

Attachments: 2018-01 RES Kiewit Award WRF_with bid award letter

20180625_PPT_Re-Bid Contingent Award Presentation (CLEAN)_V5

Other Business

Adjournment

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

PET INDUSTRY JOINT ADVISORY COUNCIL
1615 Duke Street, Suite 100
Alexandria, VA 22314
Tel: 202-452-1525

TESTIMONY OF THE PET INDUSTRY JOINT ADVISORY COUNCIL BEFORE THE FRANKLIN, TENNESSEE BOARD OF MAYOR AND ALDERMEN REGARDING A PROPOSED ORDINANCE RELATING TO THE SALE OF DOGS AND CATS

December 7, 2018

The Pet Industry Joint Advisory Council (PIJAC) appreciates the opportunity to offer the Franklin Board of Mayor and Aldermen our views regarding the proposed ordinance amending Title 10 of the City of Franklin Municipal Code to restrict the retail sale of dogs and cats at pet stores.

As the country's largest pet trade association, representing the interests of all segments of the pet industry throughout the United States, PIJAC counts among its members national associations, organizations, corporations and individuals involved in the commercial pet trade. More specifically, PIJAC represents the interests of pet stores, distributors, pet supply manufacturers, breeders, retailers and pet owners throughout the state of Tennessee and across the United States.

The ordinance perpetuates the unsubstantiated assertion that pet store animals generally come from substandard breeding facilities, a commonly used smoke screen that obscures the fact that the overwhelming majority of pet owners who choose to purchase from pet stores bring home a happy, healthy pet and remain highly satisfied with their pet store experience.

The reality is that almost all pet stores source their puppies from either USDA licensed breeders who are regularly inspected and found to comply with appropriate care standards or small-scale hobby breeders who are not eligible to be licensed by the USDA, a standard that we strongly support mandating through legislation. In contrast, many of the dogs and cats from other sources, including rogue Internet operators, private sales, shelters and rescues, did not come from licensed breeders.

In considering a citywide retail pet sale ban, the Board of Mayor and Aldermen risks enacting a law that will not only fail to stop the bad actors who operate substandard breeding operations but will actually exacerbate the very problem a retail sales prohibition seeks to address. Banning the sale of dogs and cats by pet stores that are subject to strict regulation and sourcing transparency will eliminate the only licensed and regulated source for animals, forcing pet owners to look to unregulated sources.

This ban would not protect consumers, as customers already enjoy far more protection in the law for the animals they get from pet stores than from any other source. They would merely be deprived of looking to a pet store as one of several alternatives for acquiring a pet, and in the process lose statutory protections that they currently enjoy. It does not protect the animals themselves. Pet store puppies are as healthy as any others and typically receive more frequent veterinary care than puppies from other sources. Additionally, consumers who buy their animals from pet stores enjoy extra protections in the event the animal purchased is sick or diseased.

As discussed in a Fox News opinion piece written by Sheila Goffe of the American Kennel Club, "It's hard to know if a rescue dog was legitimately in need of re-homing, bred for the retail rescue market or a randomsource foreign animal imported en masse. And without records on origin and health, chances increase it could have serious temperament issues and be carrying serious diseases[1].” In passing a pet sale ban in Franklin, the city risks reducing consumer protections and limiting the availability of information that responsible pet owners need to choose the right pet.

A retail pet sales ban serves to target responsible pet stores, while exempting others who need not even comply with the standards under which pet stores already operate. Animals delivered to pet stores in Tennessee already highly regulated:

- In the state of their birth
- In the state of their distributor
- By the federal government
- And animal cruelty is a criminal offense everywhere

Further, some make the claim that prohibiting the sale of commercially bred dogs and cats in pet stores will lead to more adoptions of shelter animals. No independently developed data supports this claim. PIJAC knows that animal control facilities and non-profits are often excellent sources for pets for some prospective pet owners, though not for everyone. Many shelter animals are relinquished because of socialization or health issues. Adoption may not be an appropriate option for families looking for a certain breed of animal for health considerations. There are varied reasons why families choose the animals they do. They should have a choice and not be denied the pet that best fits their family’s requirements.

Hyperbole and emotionalism are poor substitutes for rational evaluation of objective information in establishing public policy. PIJAC recognizes that a few substandard facilities supplying pet stores do exist, as do substandard breeders providing dogs directly to the public and, in fact, substandard shelters exist as well. And, PIJAC’s efforts to ensure humane standards of care are met in all of these facilities will continue. However, singling out pet stores for specious generalizations based on anecdotal evidence will **NOT** eliminate the existence of substandard conditions. While this may be a “feel good” approach it only diverts attention away from efforts to really accomplish effective solutions and we urge the Board of Mayor and Aldermen not to move forward with any proposed ordinance that targets pet stores in this way.

PIJAC is highly sympathetic to the concerns motivating this proposed ordinance, but an outright ban on retail pet sales is unjustified, harmful to the future of the local economy and ultimately will fail to better protect pets. We respectfully urge the Board of Mayor and Aldermen to reject the ban and not impose excessive restrictions on all pet owners by shuttering legitimate local businesses that are committed to the health, safety and well-being of the animals they provide to Franklin families.

If the purpose of this proposal is to encourage tighter restrictions on the sources of animals coming into Franklin and Tennessee as a whole, PIJAC would welcome the opportunity to work with the Board of Mayor and Aldermen and other elected officials to raise the bar to ensure proper animal sourcing that protects dogs and cats. For instance, common sense solutions would require:

- Animals come from only USDA licensees
- Breeders sourcing animals in any current or future Franklin pet stores shall not have an entry on their last USDA inspection report that directly impacts animal health -these inspection reports could travel with the animal and be made available to the customer

[1] Goffe, Sheila. “The US Has Become a Dumping Ground for Foreign 'Puppy Mill' and 'Rescue' Dogs. Here's What Needs to Change.” Fox News, FOX News Network, 30 June 2018, www.foxnews.com/opinion/2018/06/30/us-has-become-dumping-ground-for-foreign-puppy-mill-and-rescue-dogs-here-s-what-needs-to-change.html.

We would welcome the opportunity to work with the City of Franklin to arrive at a meaningful solution to the public policy concerns related to the care of animals. By working together, we can make sure that Franklin's citizens continue to have access to healthy animals to love as pets now and in the future.

Thank you for your consideration of our views.

Sincerely,

Savonne Caughey
Director of Government Affairs
Pet Industry Joint Advisory Council (PIJAC)

ORDINANCE NUMBER 2018-35

AN ORDINANCE TO AMEND TITLE 10 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO ADD A NEW CHAPTER 3, TO RESTRICT THE RETAIL SALE OF DOGS AND CATS AT PET STORES

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water, and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current federal and state regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially-bred puppies and kittens at pet stores will decrease demand for puppies and kittens bred in puppy and kitten mills, and will likely increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interests of the City of Franklin, Tennessee, to adopt reasonable regulations to reduce costs to Franklin and its residents, protect the citizens of Franklin who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment within Franklin.

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

SECTION I: That Title 10 of the City of Franklin Municipal Code is hereby amended to create a new Chapter 3 as follows:

Chapter 3 – Retail Sale of Dogs and Cats at Pet Stores

Section 10-301. – Definitions

For the purposes of this chapter, the following terms have the following meanings:

"Animal care facility" means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

"Animal rescue organization" means any not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes. This term does not include any entity that is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

"Breeder" means a person who maintains dogs or cats for breeding and selling their offspring.

"Broker" means a person who transfers dogs or cats for resale by another.

"Cat" means all members of the cat family, including both male and female.

"Dog" means all members of the dog family, including both male and female.

"Offer for sale" means to sell, offer for sale or adoption, barter, auction, give away, or otherwise transfer a dog or cat.

"Person" means any individual, partnership, corporation, or association or any other legal entity, or any agent or employee thereof.

"Pet store" means a retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered "Pet Stores."

Section 10-302. – Restrictions on the Sale of Dogs and Cats

A. A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:

1. An animal care facility, as defined in this chapter; or
2. An animal rescue organization, as defined in this chapter.

B. A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.

C. Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer, health officer, or any law enforcement agency.

D. Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Section 10-303.- Pre-Existing Pet Store Facilities

Pre-Existing pet store facilities established prior to the effective date of this Ordinance shall be considered non-conforming under Tennessee's pre-existing nonconforming use law, *Tennessee Code Annotated*, § 13-7-208.

Section 10-304. – Violations

Any person found in violation of any provision of this chapter shall be subject to a civil penalty of fifty dollars per day, per violation. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

SECTION II. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III: **BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE,** that this Ordinance shall take effect 90 days from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

By: ________________________________

ERIC S. STUCKEY
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: ________________________________

DR. KEN MOORE
Mayor

Approved as to form by:

____

Shauna R. Billingsley
City Attorney

PASSED FIRST READING ___________________________

PASSED SECOND READING ___________________________

Law Dept. approved 09.13.18

ORDINANCE 2017-XX

TO BE ENTITLED: "AN ORDINANCE TO CREATE CHAPTER 3 OF TITLE 10 – ANIMAL CONTROL OF THE FRANKLIN MUNICIPAL CODE FOR THE PURPOSE OF RESTRICTING THE RETAIL SALE OF DOGS AND CATS AT PET STORES."

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until some time after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current Federal and State regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially bred puppies and kittens at pet stores will decrease the demand for puppies and kittens bred in puppy and kitten mills, and is likely to increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interests of the City of Franklin to adopt reasonable regulations to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the City.

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

SECTION I. That Title 10, Chapter 3 of the City of Franklin Municipal Code is hereby created and is approved to read as follows:

CHAPTER 3. – RETAIL SALE OF DOGS AND CATS AT PET STORES

Sec. 10-301. – Definitions

Sec. 10-302.— Restrictions on the Sale of Dogs and Cats.

Sec. 10-303.—Penalties

Sec. 10-301. – Definitions.

(1) *Animal care facility* – An animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

(2) *Animal rescue organization* – Any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes. This term does not include any entity which is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

(3) *Breeder* – A person who maintains dogs or cats for the purpose of breeding and selling their offspring.

(4) *Broker* – A person who transfers dogs or cats for resale by another.

(5) *Cat* – A member of the Felis catus family.

(6) *Dog* – A member of the Canis familiaris family, or resultant hybrid.

(7) *Offer for sale* – To sell, offer for sale or adoption, barter, auction, give away or otherwise transfer a dog or cat.

(8) *Person* – Any individual, partnership, corporation or association or any other legal entity, or any agent or employee thereof.

(9) *Pet store* – A retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered "Pet Stores."

Sec. 10-302. – Restrictions on the Sale of Dogs and Cats.

(1) A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:

(a) An animal care facility, as defined in this chapter; or

(b) An animal rescue organization, as defined in this chapter.

(2) A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.

(3) Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any Animal Control Officer, Health Officer, or any law enforcement agency.

(4) Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Sec. 10-303. – Penalty.

Any person found in violation of any of the provisions of this chapter shall be guilty of a misdemeanor and shall be fined as specified in appendix A, comprehensive fees and penalties, for each offense. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

SECTION II. **Severability.** In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. **Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect 90 days after its passage on second and final reading for the health, safety and welfare of the citizens of Franklin, Tennessee, requiring it.

ORDINANCE NO. 2012 - 03

AN ORDINANCE OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES BY CREATING A NEW SECTION 6-12, ENTITLED "RETAIL SALE OF DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the united States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories," that mass-produce animals for sale to the public, many of which are sold at retail in pet stores; and

WHEREAS, because of the lack of proper animal husbandry practices at those facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, while breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, while not all dogs and cats sold in retail pet stores are not the products of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "puppy mills" or "kitten factories," the City Commission believes that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet stores; and

WHEREAS, the City Commission believes that prohibiting the retail sale of dogs and cats in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City; and

WHEREAS, the City Commission believes that the prohibition of the retail sale of dogs and cats in pet stores in the City will also encourage pet consumers to adopt dogs and cats from shelters, thereby saving animals' lives and reducing the cost to the public of sheltering animals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. Chapter 6, Article I, Animals, of the Code of Ordinances of the City of Hallandale Beach, Florida, is amended to create Section 6-12, "Retail Sale of Dogs and Cats," as follows:

Section 6-12. Retail Sale of Dogs and Cats.

(1) *Definitions.* For purposes of this section, the following definitions shall apply:

a. "Animal rescue organization" means a duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals and which does not breed animals.

b. "Animal shelter" means a municipal or related public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

c. "Cat" means an animal of the Felidae family of the order Carnivora.

d. "Certificate of source" means a document declaring the source of origin of the dog or cat sold or transferred or offered for sale or transfer. A certificate of source shall include the name and address of the original source of the dog or cat and license information if the original source breeder is licensed by the United States Department of Agriculture and shall be signed by both the pet store certifying the accuracy of the certificate and by the purchaser or transferee of the dog or cat acknowledging receipt of the certificate.

e. "Dog" means an animal of the Canidae family of the Carnivora.

f. "Pet store" means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat (see also Pet Shop Chapter 6 Section 1).

g. "Pet store operator" means a person who owns or operates a pet store.

(2) Sale or transfer of dogs and/or cats.

No pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the City of Hallandale Beach.

(3) Exemptions. This section does not apply to:

a. A person or pet store that sells, delivers, offers for sale, trades, barters, leases, rents, auctions, gives away, or otherwise transfers or disposes of dogs and/or cats that were bred and reared on property owned by and zoned for the person or pet store.

b. An animal shelter.

c. An animal rescue organization.

d. An animal shelter or animal rescue organization that operates out of or in connection with a pet store.

(4) Certificate of Source.

A pet store shall post and maintain, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source of each dog or cat offered for sale or transfer, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred.

(5) Violations – Enforcement.

a. Any person who violates this section shall be subject to the penalties set forth in Section 9-5 of this Code of Ordinances.

b. Additionally, the City may initiate a civil action in a court of competent jurisdiction to enjoin any violation of this section.

c. In addition to any other penalty, a pet store owner who is found to have falsified a certificate of source shall pay $2,500.00 in damages to each recipient of such falsified certificate.

SECTION 2. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Hallandale Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

SECTION 4. In the event that any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

SECTION 5. This Ordinance shall become effective immediately upon passage by the City Commission on second reading.

PASSED AND ADOPTED on 1st reading April 4, 2012.

PASSED AND ADOPTED on 2nd reading April 18, 2012.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY FORM

V. LYNN WHITFIELD
CITY ATTORNEY

	VOTE AYE	NAY
Mayor Cooper	✓	
Vice Mayor Sanders	✓	
Comm. Lewy	✓	
Comm. London	✓	
Comm. Ross	✓	

Exhibit B

HOUSE BILL 1662

C2 8lr2363

By: **Delegates Kramer, Busch, Arentz, Aumann, Barkley, Barve, Brooks, Carey, Chang, Cullison, Davis, Fennell, Frush, Hixson, Impallaria, Jameson, Kelly, Lam, R. Lewis, Luedtke, Metzgar, Miele, Moon, Morales, Platt, Robinson, Sanchez, Stein, Valderrama, Waldstreicher, and K. Young**

Introduced and read first time: February 9, 2018
Assigned to: Economic Matters

A BILL ENTITLED

AN ACT concerning

No More Puppy–Mill Pups Act of 2018

FOR the purpose of prohibiting certain retail pet stores from offering for sale, transferring, or disposing of cats or dogs; repealing certain provisions of law that authorize the sale of certain cats and dogs and set forth the requirements for a retail pet store that offers to sell certain cats or dogs under certain circumstances; repealing certain provisions of law relating to remedies a certain purchaser is entitled to after purchasing a certain cat or dog; providing for the construction of a certain provision of this Act; making certain conforming changes; altering a certain definition; defining a certain term; and generally relating to a prohibition on the sale, transfer, or disposal of cats and dogs by retail pet stores.

BY repealing and reenacting, with amendments,
Article – Business Regulation
Section 19–701, 19–706, and 19–707
Annotated Code of Maryland
(2015 Replacement Volume and 2017 Supplement)

BY repealing and reenacting, without amendments,
Article – Business Regulation
Section 19–702
Annotated Code of Maryland
(2015 Replacement Volume and 2017 Supplement)

BY repealing
Article – Business Regulation
Section 19–702.1, 19–703, 19–704, and 19–705
Annotated Code of Maryland

EXPLANATION: **CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.**
[Brackets**]** indicate matter deleted from existing law.

(2015 Replacement Volume and 2017 Supplement)

BY adding to
Article – Business Regulation
Section 19–703
Annotated Code of Maryland
(2015 Replacement Volume and 2017 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

Article – Business Regulation

19–701.

(a) In this subtitle the following words have the meanings indicated.

(b) "Animal control unit" has the meaning stated in § 10–617 of the Criminal Law Article.

(c) **(1)** "Animal welfare organization" means a nonprofit organization **[**established to promote animal welfare**]:**

(I) that has tax exempt status under § 501(c)(3) of the U.S. Internal Revenue Code**; AND**

(II) WHOSE MISSION AND PRACTICE IS THE RESCUE OF ANIMALS AND THE PLACEMENT OF THOSE ANIMALS IN PERMANENT HOMES.

(2) "ANIMAL WELFARE ORGANIZATION" DOES NOT INCLUDE AN ORGANIZATION THAT OBTAINS ANIMALS FROM A BREEDER OR BROKER IN EXCHANGE FOR PAYMENT OR COMPENSATION.

(d) "Breeder" means a person who breeds or raises dogs to sell, exchange, or otherwise transfer to the public.

[(e) "Clinically ill" means an illness that is apparent to a licensed veterinarian based on observation, examination, or testing of the dog.

(f) (1) "Dealer" means a person who, for compensation:

(i) buys, sells, or negotiates the purchase of a dog; or

(ii) delivers for transport or transports a dog.

(2) "Dealer" does not include a person who transports a dog as a carrier

only.

(g) "Nonelective surgical procedure" means a surgical procedure that is necessary to preserve or restore the health of an animal or to correct a condition that would:

(1) interfere with the animal's ability to walk, run, jump, or otherwise function in a normal manner; or

(2) cause pain and suffering to the animal.**]**

(E) "BROKER" MEANS A PERSON WHO TRANSFERS DOGS FOR RESALE BY ANOTHER PERSON.

[(h)**] (F)** "Offer for sale" includes to sell, offer to transfer, offer for adoption, advertise for the sale, barter, auction, **[**giveaway**] GIVE AWAY**, or otherwise dispose of a domestic animal.

[(i) "Purchaser" means any person who purchases a dog from a retail pet store.**]**

[(j)**] (G)** "Retail pet store" means a for–profit establishment open to the public that sells or offers for sale domestic animals to be kept as household pets.

19–702.

This subtitle does not apply to an animal welfare organization or animal control unit operating within a retail pet store.

[19–702.1.

(a) A retail pet store may offer a dog or cat for sale only if the dog or cat is obtained from:

(1) an animal welfare organization;

(2) an animal control unit;

(3) the original breeder of the dog or cat if the breeder meets the requirements under subsection (b) of this section; or

(4) a dealer that obtained the dog or cat from the original breeder if the dealer and original breeder meet the requirements under subsection (b) of this section.

(b) A retail pet store shall ensure that a person under subsection (a)(3) or (4) of this section from which the retail pet store obtains a dog or cat, as of the day the retail pet store receives the dog or cat:

(1) holds a current license under the Animal Welfare Act from the U.S. Department of Agriculture; and

(2) has not received from the U.S. Department of Agriculture, in accordance with an enforcement action of the laws and regulations under the federal Animal Welfare Act:

(i) a citation on a final inspection report for a direct or critical violation within the 2–year period before the day the dog or cat is received by the retail pet store;

(ii) citations on two or more consecutive final inspection reports for one or more repeat noncompliant items within the 2–year period before the day the dog or cat is received by the retail pet store;

(iii) a citation on both of the two most recent final inspection reports for a no–access violation; or

(iv) three or more citations on the most recent final inspection report for separate noncompliant items other than no–access violations.**]**

[19–703.

(a) A retail pet store that sells dogs shall:

(1) post conspicuously on each dog's cage:

(i) the breed, age, and date of birth of the dog, if known;

(ii) if obtained from a breeder or dealer, the state in which the breeder and, if applicable, the dealer of the dog is located;

(iii) if obtained from a breeder or dealer, the United States Department of Agriculture license number of the breeder and, if applicable, the dealer;

(iv) if obtained from an animal control unit, the name of the animal control unit; and

(v) if obtained from an animal welfare organization, the name of the animal welfare organization and the organization's federal tax identification number;

(2) post conspicuously on each dog's cage or, if the posting would block viewing the dog in the cage, near the dog's cage, if obtained from a breeder or dealer, the final inspection reports for the breeder and, if applicable, the dealer, issued by the United States Department of Agriculture from the 2 years immediately before the date the pet store received the dog;

(3) maintain a written record that includes the following information about each dog in the possession of the retail pet store:

(i) the breed, age, and date of birth of the dog, if known;

(ii) the sex, color, and any identifying markings of the dog;

(iii) documentation of all inoculations, worming treatments, and other medical treatments, if known, including the date of the medical treatment, the diagnoses, and the name and title of the treatment provider;

(iv) if obtained from a breeder or dealer, the name and address of:

1. the breeder and, if applicable, the dealer who supplied the dog;

2. the facility where the dog was born; and

3. the transporter or carrier of the dog, if any;

(v) if obtained from a breeder or dealer, the United States Department of Agriculture license number of the breeder and, if applicable, the dealer;

(vi) if obtained from a breeder or dealer, the final inspection reports issued by the United States Department of Agriculture from the 2 years immediately before the date the pet store received the dog;

(vii) if obtained from an animal control unit, the name and address of the animal control unit;

(viii) if obtained from an animal welfare organization, the name and address of the animal welfare organization;

(ix) any identifier information, including a tag, tattoo, collar number, or microchip; and

(x) if the dog is being sold as registered or registrable:

1. the names and registration numbers of the sire and dam; and

2. the litter number; and

(4) for each dog acquired by the retail pet store, maintain a written record of the health, status, and disposition of the dog, including any documents that are required at the time of sale.

(b) A retail pet store shall maintain a copy of the records required under subsection (a)(3) of this section for at least 2 years after the date of sale of the dog.

(c) A retail pet store shall make the records required under subsection (a)(3) of this section available to:

(1) the Division of Consumer Protection of the Office of the Attorney General on reasonable notice;

(2) any bona fide prospective purchaser on request;

(3) the purchaser at the time of a sale; and

(4) an animal control unit.**]**

19–703.

(A) A RETAIL PET STORE MAY NOT OFFER FOR SALE OR OTHERWISE TRANSFER OR DISPOSE OF CATS OR DOGS.

(B) THIS SECTION MAY NOT BE CONSTRUED TO PROHIBIT A RETAIL PET STORE FROM COLLABORATING WITH AN ANIMAL WELFARE ORGANIZATION OR ANIMAL CONTROL UNIT TO OFFER SPACE FOR THESE ENTITIES TO SHOWCASE CATS OR DOGS FOR ADOPTION.

[19–704.

(a) A retail pet store shall provide to a purchaser at the time of a sale of a dog:

(1) a health certificate from a veterinarian licensed in the State issued within 30 days before the date of sale certifying that the dog:

(i) has no known disease, illness, or congenital or hereditary condition which is diagnosable with reasonable accuracy; and

(ii) does not appear to be clinically ill from parasitic infection at the time of the examination;

(2) the written record about the dog maintained by the retail pet store under § 19–703(a)(3) of this subtitle; and

(3) a statement notifying the purchaser of the specific rights available to the purchaser under this subtitle.

(b) It is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article for a retail pet store to include any false or misleading statements in the health certificate or written record provided to a purchaser under subsection (a) of this section.]

[19–705.

(a) (1) A person who purchased a dog from a retail pet store is entitled to a remedy under this section if:

(i) within 7 days after the date of the sale, the person had the dog examined by a veterinarian licensed in the State and, within 14 days after the date of the sale, the licensed veterinarian states in writing that the dog suffers from or has died of a disease or illness adversely affecting the health of the dog and that existed in the dog on or before the date of delivery to the purchaser; or

(ii) within 180 days after the date of the sale, a licensed veterinarian states in writing that the dog possesses or has died of a congenital or hereditary condition adversely affecting the health of the dog or that requires hospitalization or a nonelective surgical procedure.

(2) Intestinal or external parasites may not be considered to adversely affect the health of the dog unless the presence of the parasites makes the dog clinically ill.

(b) (1) A purchaser entitled to a remedy under subsection (a) of this section may:

(i) return the dog to the retail pet store for a full refund of the purchase price;

(ii) exchange the dog for another dog of comparable value chosen by the purchaser, if available; or

(iii) retain the dog and be reimbursed by the retail pet store for reasonable and documented veterinary fees for diagnosis and treatment of the dog, not exceeding the purchase price of the dog.

(2) Unless the owner or operator of the retail pet store contests a reimbursement required under paragraph (1)(iii) of this subsection, the reimbursement shall be made to the purchaser no later than 10 business days after the retail pet store receives the veterinarian's statement under subsection (c) of this section.

(c) To obtain a remedy under this section, a purchaser shall provide to the owner or operator of the retail pet store, within 5 business days after receipt, a written statement from a licensed veterinarian that the dog suffers from or has died of a disease, illness, or congenital or hereditary condition adversely affecting the health of the dog and that existed in the dog on or before the date of delivery to the purchaser.

(d) A purchaser is not entitled to a remedy under this section if:

(1) the illness or death resulted from:

(i) maltreatment or neglect by the purchaser;

(ii) an injury sustained after the delivery of the dog to the purchaser; or

(iii) an illness or disease contracted after the delivery of the dog to the purchaser;

(2) the purchaser does not carry out the recommended treatment prescribed by the veterinarian who made the diagnosis; or

(3) the illness, disease, or congenital or hereditary condition was disclosed at the time of purchase.**]**

[19–706.**] 19–704.**

(a) **[**Except as provided in subsection (b) of this section, a violation of this subtitle:

(1) is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article; and

(2) is subject to the enforcement and penalty provisions contained in Title 13 of the Commercial Law Article.

(b) (1)**]** A violation of **[**§ 19–702.1 of**]** this subtitle:

[(i)**] (1)** is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article; and

[(ii)**] (2)** except for the provisions of § 13–411 of the Commercial Law Article, is subject to the enforcement and penalty provisions contained in Title 13 of the Commercial Law Article.

[(2)**] (B)** Each offer of an animal for sale in violation of **[**§ 19–702.1 of**]** this subtitle is a separate violation.

[19–707.**] 19–705.**

Nothing in this subtitle limits**[**:

(1) the rights or remedies otherwise available to a purchaser;

(2) the ability of the owner or operator of a retail pet store and purchaser to agree to additional terms and conditions that do not impair the rights granted to a purchaser under this subtitle; or

(3)] the ability of the State or a local government to prosecute the owner or operator of a retail pet store for any other violation of law.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2018.

AMERICAN KENNEL CLUB®

May 8, 2018

The Honorable Ken Moore
Members of the Franklin Board of Mayor and Aldermen
109 3rd Avenue South
Franklin, TN 37064

RE: AKC Supports Consumer Choice, Urges Caution in Promoting Unregulated Sources of Pets

Dear Mayor Moore and Members of the Board of Mayor and Alderman,

On behalf of responsible dog owners and future dog owners in Franklin, the American Kennel Club (AKC) wishes to share our grave concerns regarding a proposed ordinance that seeks to ban the retail sale of pets obtained from regulated breeders and promote only the sale of pets sourced from shelter and rescue distributors and importers.

The AKC shares your concerns about the wellbeing of all pets. As a not-for profit organization dedicated to the health and wellbeing of all dogs, our clubs operate the largest purebred rescue network in the nation. We advocate for responsible dog ownership and support strong enforcement of the Federal Animal Welfare Act, including the updated 2014 retail pet store rule that requires breeders who sell pets sight unseen or to pet stores to be inspected and meet federal animal welfare requirements.

We are concerned that legislation proposed in Franklin ignores these recent advances and seeks to ban the retail sale of pets obtained from licensed, inspected, and regulated breeders. We are concerned about legislation that would remove from the local markets the most regulated sources of pets, while promoting pets obtained from sources that frequently lack animal welfare oversight.

Likewise, we are concerned that numerous animal shelters, rescue groups, and humane societies are **engaged in transporting "rescue" pets to and through Tennessee** without obtaining required U.S. Department of Agriculture licensure and/or registration and complying with the regulations thereto. Banning properly-regulated sources of pets in favor of pets from sources that may operate without state or federal oversight is not in the best interest of either the animals or the community.

Further, we are concerned about a growing practice among certain rescue groups to purchase dogs from the same commercial sources they decry, and then transport and resell those pets without required oversight.

Of additional concern, as reported in a 2016 study which surveyed 193 individuals associated with **animal shelter and rescue organizations in the U.S., "Only 19% of participants mentioned requiring** health certificates, even though most state laws require them for dogs entering their state. As most of the dogs were transported by car, it is important to note that pre-transfer medical requirements, or lack thereof, have the potential to impact not only the destination organizations and their communities, but also the states and regions through which the dogs travel."

8051 Arco Corporate Drive Raleigh, NC 27617-3390 Tel 919 816-3600 www.akc.org

We ask you to observe that nothing in this ordinance would limit or **prohibit "animal care facilities"** and "**animal rescue organizations" from purchasing**, importing, transporting, and otherwise acquiring dogs for **purposes of resale under the guise of "rescue"**.

The AKC emphatically supports freedom of choice in selecting a pet. We actively promote efforts to ensure that people understand the demands of responsible ownership and have access to a pet that is right for them. An important part of ensuring the success of a pet with a new owner is to ensure that the animal selected is **an appropriate fit with the owner's lifestyle. Treasured pets may be obtained** from a variety of sources, including breeders, pet stores, rescues, and local shelters. However, when consumer choice is limited and a prospective pet owner cannot acquire a pet that is an appropriate fit for their lifestyle, that animal is more likely to be returned to the shelter system.

If Franklin wishes to enact a policy that protects consumers, we encourage you to pursue a policy similar to the one adopted by the State of Connecticut. Their law prohibits retail pet stores or dealers from purchasing animals from any breeder that has been found to have committed a direct violation of USDA animal welfare regulations or three or more indirect violations of USDA regulations related to the health or welfare of an animal in the last two years. These legislative safeguards not only protect animal welfare but also preserve consumer choice and the legal operation of businesses in your community.

In the interests of our shared commitment to the wellbeing of all dogs, the American Kennel Club urges you to oppose any proposed restrictions on the retail sale of pets obtained from regulated sources, especially when such proposal concurrently promotes the acquisition and resale of pets from unregulated and foreign sources.

We would welcome the opportunity to work with you or other stakeholders to develop alternative and more effective solutions to reduce shelter intakes, expand responsible dog ownership and promote responsible pet choice in Franklin. Please do not hesitate to contact me or another member of the AKC Government Relations team at 919-816-3720 or doglaw@akc.org if you have questions or we may be of assistance.

Sincerely,

Patty Van Sicklen

Patty Van Sicklen
Regional Manager, AKC Government Relations

Founded in 1884, the American Kennel Club (AKC) is a non-partisan, not-for-profit purebred dog registry dedicated to promoting responsible dog ownership, advocating for dogs as family companions, advancing canine health and well-being, and working to protect the rights of all responsible dog owners. The AKC represents more than 5,000 dog clubs nationally, including 92 clubs in Tennessee. In 2017, the AKC licensed and sanctioned 328 events in Tennessee in which more than 49,000 dogs participated.

ORDINANCE NO. BL2018-1159

An ordinance to amend Title 8 of the Metropolitan Code of Laws to restrict the retail sale of dogs and cats at pet stores.

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current federal and state regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially-bred puppies and kittens at pet stores will decrease demand for puppies and kittens bred in puppy and kitten mills, and will likely increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Metropolitan County Council believes it is in the best interests of the Metropolitan Government of Nashville and Davidson County to adopt reasonable regulations to reduce costs to Metro and its residents, protect the citizens of Nashville and Davidson County who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment within Nashville.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 8 of the Metropolitan Code of Laws is hereby amended to create a new Chapter 8.30 as follows:

Chapter 8.30 – Retail Sale of Dogs and Cats at Pet Stores

Section 8.30.010 – Definitions

For the purposes of this chapter, the following terms have the following meanings:

"Animal care facility" means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

"Animal rescue organization" means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes. This term does not include any entity which is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

"Breeder" means a person who maintains dogs or cats for the purpose of breeding and selling their offspring.

"Broker" means a person who transfers dogs or cats for resale by another.

"Cat" means all members of the cat family, including both male and female.

"Dog" means all members of the dog family, including both male and female.

"Offer for sale" means to sell, offer for sale or adoption, barter, auction, give away or otherwise transfer a dog or cat.

"Person" means any individual, partnership, corporation or association or any other legal entity, or any agent or employee thereof.

"Pet store" means a retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered "Pet Stores."

Section 8.30.020 – Restrictions on the Sale of Dogs and Cats

A. A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:
    1. An animal care facility, as defined in this chapter; or
    2. An animal rescue organization, as defined in this chapter.
B. A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.
C. Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer, health officer, or any law enforcement agency.
D. Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Section 8.30.030 – Violations

Any person found in violation of any provision of this chapter shall be subject to a civil penalty of fifty dollars per day, per violation. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

Section 2. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

Section 3. This Ordinance shall take effect 90 days after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Kathleen Murphy

Mary Carolyn Roberts

Mike Freeman

Mina Johnson
Members of Council

Petland, Inc.: Sick puppies, heartbroken families

A new undercover investigation reveals sick puppies at Petland stores in Las Vegas, Nevada, and Kennesaw, Georgia, including dead puppy at Georgia location

Petland, Inc.[1] is an international chain of puppy-selling pet stores with more than 80 locations in the United States. Almost all of Petland's stores sell puppies, with some franchises selling approximately 1,000 puppies a year. The Humane Society of the United States has received more than 1,200 complaints related to sick Petland puppies since 2006.

Puppies in the Kennesaw, Georgia, Petland store were often kept in crowded cages, with five puppies sometimes occupying a space more suitable for two. They received no regular exercise outside of their cages. / HSUS, 2018

Two investigations by the Humane Society of the United States in 2008 and 2009 linked Petland's stores to inhumane, large-scale dog breeders that prioritize profit above animal welfare, known as puppy mills, as well as to distributors, aka brokers, that re-sell puppies en masse to pet stores. Petland claims it has changed its ways, but the Humane Society of the United States continues to receive complaints about sick puppies bought from Petland stores across the country. To further investigate, we placed undercover investigators with hidden cameras in two different Petland stores in fall 2018. One investigator worked at the Petland in Kennesaw, Georgia, in September and October, and another worked at the Petland in Las Vegas in November. What we saw was heartbreaking.

Findings included:

- A Kennesaw, Georgia, Petland store employee told our undercover investigator that she sometimes came into work and found puppies who had "passed away." The employee said this happened about

[1] The Petland, Inc. chain of stores is not affiliated with Petland Discounts chain of stores in NY, NJ and CT.

three times during the four months she had been working there. She also told our investigator she tried hard to save the lives of puppies who were dying.

- After hearing about other puppies who had died at the Kennesaw store, our investigator became suspicious about a black plastic bag in the freezer. When no one was looking, she opened the bag and found a dead puppy inside. She documented the incident on hidden camera.
- At both the Kennesaw and Las Vegas locations, numerous sick puppies were kept in barren isolation rooms out of sight of customers, including puppies who were coughing, lethargic or had mucus coming from their noses.
- A very sick Maltese puppy in the Las Vegas Petland store had been confined in a cage in a back room for about a month, according to an employee. The employee told our undercover investigator they were waiting for him to die. Our investigator found out he was about to be sent back to the distributor, Pinnacle Pet, a massive broker based in Missouri, for a refund. To spare him from an uncertain fate, she asked the manager if she could buy or adopt the puppy herself. But Petland's manager refused to sell him, stating the store had already received a refund for the puppy. He said, "that's how situations like this are handled." The puppy was then shipped back on a truck. Our investigator asked the manager, "What do they do with it when they send it back?" He replied, "I have no idea." The incident contradicts Petland's website's claim that "EVERY puppy finds a home" at Petland.

A dead puppy in the freezer at the Kennesaw, Georgia, Petland never got a chance to be part of a family. And at the Las Vegas Petland, our investigator tried to take home a seriously ill puppy to prevent Petland from shipping him back to Missouri for a refund, but the store manager refused. / HSUS, 2018.

- A large-breed puppy who was labelled a "jumper" was kept in a stacked cage high off the ground at the Kennesaw store. Our investigator witnessed an employee dropping him while trying to take him out of his cage, and the puppy was seen repeatedly screeching in pain.
- Some puppies at both stores lived for months in crowded cages. Most of the puppies received no regular exercise outside their cages unless potential buyers asked to play with them. In the Kennesaw store in particular, cages suitable for two puppies often held four or five puppies.
- Records obtained by the HSUS from the Georgia Department of Agriculture in November 2018 indicate the Kennesaw store has been inspected multiple times due to puppies with parvovirus, respiratory infections and Giardia, some of which were reported by citizens who had purchased sick puppies. In December 2017, a number of puppies in the store were quarantined for illness. The store passes most of its inspections because it is able to show documents indicating sick puppies are monitored by a veterinarian. But our investigator at the Kennesaw store witnessed several puppy veterinary "exams" that lasted as short as 15 seconds.
- Our investigator saw numerous medications in the back room at the Kennesaw store, including a bottle labelled only "The Cure." Pet store staff said the concoction had been mixed together by a supervisor at

the store. The bottle did not have a veterinary label nor any ingredients or dosages listed on the label, yet staff said they had been instructed to give it to puppies who had a poor appetite.

- Puppies weren't the only sick or injured animals we saw at Petland. In the Las Vegas store, our undercover employee filmed a bird with a broken wing and another bird with a head injury, both of whom were stored in a glass aquarium in a back room. Other birds had mutilated themselves by plucking out feathers.
- Truckloads of puppies were delivered weekly to both of the stores from out-of-state brokers (re-sellers), which Petland calls "distributors." Some of the puppies in the Las Vegas store came from a distributor, Pinnacle Pet, where nine puppies died after being left on a hot truck in 2015, according to United States Department of Agriculture records. And many of the puppies in the Georgia store came from a distributor in Indiana called Blue Ribbon Puppies, which delivers large numbers of puppies to many of Petland's stores, including all of its Georgia stores[2], and was linked to an outbreak of a drug-resistant disease by the CDC last year[3]. The disease, Campylobacter, infected more than a hundred people, most of whom contracted it through Petland puppies, according to the CDC's outbreak advisory[4].

A Maltese puppy in the Las Vegas store whom employees said had been born with "a hole in his throat" was shipped back to the broker for a refund, even though our undercover employee offered to purchase him to spare him from an unknown fate. /HSUS, 2018

At the Las Vegas store, in a last-ditch effort to save the sick Maltese puppy and keep him from being sent back to the supplier, our undercover investigator called humane law enforcement. She relayed her concerns about the injured birds as well as the sick Maltese. Humane law enforcement agents came to the store just as the broker truck was arriving to take the puppy away. A few days later, the investigator asked for an update on her complaint. Law enforcement told her that the puppy had received a health check clearing him for travel, and thus they could find no legal reason to prevent Petland from sending the puppy away. It is unknown what happened to the puppy after he left the store, or what happened to the injured birds.

Dead puppies and sick puppies

Accusations of sick animals are nothing new for Petland. In February 2017, a veterinarian who had worked with the Kennesaw, Georgia, Petland store for almost ten years, Dr. Michael Good, wrote a witness affidavit detailing the myriad diseases he saw in Petland's puppies: "There was no way for me to save all of the animals from death

[2] According to shipping documents obtained by the HSUS through public records requests between 2016 and 2018.
[3] According to records the HSUS received as part of a public records request from the Indiana Department of Health in 2018.
[4] In a later report, the CDC confirmed that additional cases may still be occurring but are no longer being tracked.

and prolonged illness because they were already incredibly sick when they arrived at the store," he wrote. Dr. Good [told *ABC News*] he had seen numerous dead animals in the freezer at Petland Kennesaw in Georgia – the same store where our undercover employee found the dead puppy in the freezer in October 2018.

"They'd open up their freezer and there'd be dead animals in there," Dr. Good told the news station. "Dogs: they ask two things of us as people. They want to be loved and they want to be remembered. But none of these animals I saw in those freezers were ever loved or remembered. They were just a statistic."

> "This has been a nightmare for my entire family and especially my 10 year old daughter as this was part of her Christmas as well. Now we are home without our little Barkley as he is fighting for his life in a local animal hospital."
>
> - a Kennesaw, Georgia, Petland puppy buyer

Puppies in pet stores are often sick, because many of them come from inhumane and unsanitary facilities known as puppy mills. The puppies are crowded onto large broker trucks with scores of other puppies for shipment across the country, making it easy for a single sick puppy to infect many others. Buyers have reported paying hundreds of dollars, and sometimes over $10,000 in veterinary bills trying to treat sick puppies sold by Petland. In many cases, their puppies still died. In addition to more than 1,200 complaints received by HSUS, the website *ConsumerAffairs.com* has more than 580 reviews of Petland, most of them critical. Many of those reviewers also complained of sick and dying puppies, and some said Petland, through its warranty company, refused to compensate them fully for their veterinary costs.

Buyers have reported sick puppies from Petland stores across the country, not just the stores that HSUS recently filmed. For example:

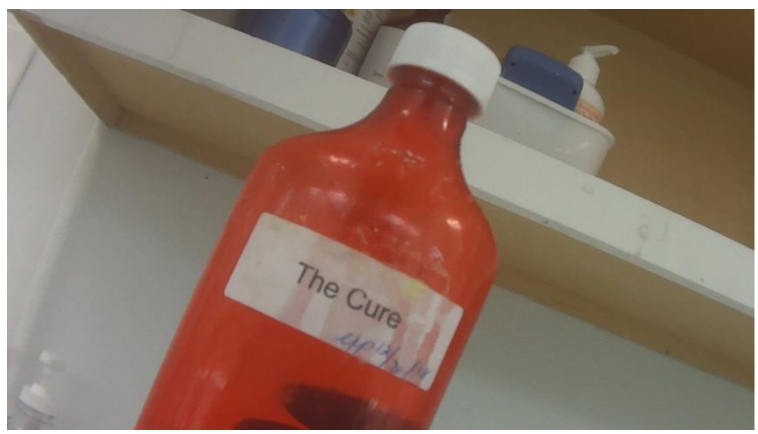
- A woman whose family bought a puppy from the **Sarasota, Florida,** Petland store in September 2018 told the HSUS the puppy collapsed and began having seizures within two days of purchase. The puppy's issues were linked to a liver shunt, a congenital condition. She wrote, "The vet informed me that the puppy was sold to me sick and that eventually he would have had the seizure that he had early that day because his body had a high level of toxins. My puppy was in a coma and continued to have seizures while under life support. We called Petland [to tell them] what happened and they are not willing to pay the medical expenses for this incident. It was cruel to put a puppy and my family through this."
- A buyer who purchased a puppy from the **Orlando, Florida,** Petland location in fall 2018 told the HSUS he noticed the puppy was vomiting in the store, but the salesperson assured the family it was nothing serious. They purchased the puppy, but she later became so sick that she had to be euthanized to relieve her suffering. The store then initially refused to cover any veterinary bills.
- A complainant whose boyfriend brought home a puppy from the **Crystal Lake, Ilinois,** Petland in 2017 told the HSUS her puppy had multiple, expensive health issues. "Upon looking at her, she had an obvious eye infection. I took her to our veterinarian the next morning. She has kennel cough, pneumonia, a partially collapsed lung, and an eye infection. The pneumonia is so severe that through months of antibiotics, [and] a bronchial levage, she is not better and now has to have a lung lobectomy. I feel they knew how sick she was since [Petland] had her on Baytril at one point before she was sold to us." The complainant's boyfriend spent $2,600 for the puppy, but they accrued $3,400 in vet bills and would need another $5,000 to $6,000 for the puppy's surgery, the complainant said.

- A complainant who adopted a puppy who had originally been purchased from the **Rome, Georgia,** Petland store in 2015 is still dealing with a disabled pet years later. The puppy suffered from repeated seizures, vomiting, poor development and neurological issues, and required surgery for a liver disorder. Although he survived, the dog still suffered from neurological issues and had permanent disabilities two years after he was originally purchased, according to his new owner.
- A buyer who took home a puppy from the **Kennesaw, Georgia,** Petland store for Christmas in 2017 told the HSUS she paid $5,000 "for a puppy that was deathly ill." Shortly after the purchase, the puppy "was vomiting blood and diarrhea with trouble breathing." He was taken to an emergency veterinary clinic, where "they declared him to be in critical condition and suffering from severe internal bleeding with a huge list of other critical issues caused by a parasite that had gone untreated. He also had pneumonia, an upper respiratory infection and blood sugar so low it was unreadable as well as a dangerously low white blood cell count." The complainant added, "While I was in the local emergency vet, five other animals came in in critical condition from the same pet store and location with the same symptoms as mine. This has been a nightmare for my entire family and especially my 10-year-old daughter as this was part of her Christmas as well. Now we are home without our little Barkley as he is fighting for his life in a local animal hospital." Sadly, the puppy passed away shortly thereafter.

Some former employees have confirmed to HSUS and on Glassdoor.com that the puppies in Petland stores where they worked were often sick. One stated on Glassdoor.com, "I saw at least twenty puppies die within my six months [as] an employee." Another wrote, "Dogs died in my arms."

Petland distributors linked to drug-resistant disease outbreak, other problems

Undercover investigations from the Humane Society of the United States have found that puppies in pet stores are often dosed repeatedly with strong antibiotics, often at staff discretion and with scant veterinary oversight, to address illnesses like respiratory infections, diarrhea and parasites that are common in puppies raised in large-scale commercial breeding operations. But instead of solving the problem, this has only led to a larger threat—antibiotic-resistant bacteria that can spread to humans, making some individuals who worked with or purchased Petland puppies so sick that they had to be hospitalized.



A bottle labeled simply "The Cure," which did not have a professional label and had no ingredients or dosages listed on it, was stored with other drugs in the back room at the Kennesaw store. Some of the employees told our investigator that a supervisor told them to give the concoction to puppies with poor appetites, and they did not know what was in it. /HSUS, 2018

In January 2018, the federal Centers for Disease Control and Prevention reported that a multi-state outbreak of human Campylobacter infections had sickened 113 people in 17 different states (a number that later increased to 118 people in 18 states); most of the people infected had had recent contact with puppies from Petland stores, and 23 people were hospitalized. In February 2018, Atlanta news station WSB-TV reported that a teenager who worked at the Mall of Georgia Petland became seriously ill after being exposed to a puppy harboring Campylobacter. The victim, Katie Singleton, was rushed to the hospital with a fever near 105. "It felt like you were dying," she told the station after spending four days in the hospital.

“It’s something as a parent you don’t think of,” her mother told the news station. “You buy a puppy for Christmas; you don’t think it will be dangerous to your child.”

Consumers have repeatedly sued Petland for allegedly selling sick puppies and misleading buyers, and sometimes for allegedly making their human families ill. A November 2018 lawsuit against the Novi, Michigan, Petland alleges that a consumer became violently ill after purchasing a sick puppy who passed on a Campylobacter infection to his owner; the man alleges he, like Katie Singleton, was so ill he had to be hospitalized.

In a September 2018 report, the CDC warned that the over-use of antibiotics in pets sold at pet stores increases public risk for drug-resistant strains of disease. Approximately 95 percent of pet store puppies the CDC studied had been medicated with strong drugs, sometimes as a preventive measure, which leads to the drug-resistant strains, the CDC report indicated. Because of the mingling of puppies from different breeders and distributors during transport and in stores, the CDC said it is difficult to pinpoint or contain the sources of disease strains like the recent Campylobacter outbreak, and advised pet stores to be more judicious in the use of such drugs.

Most Petland stores receive puppies from massive out-of-state resellers, also called brokers or distributors, located in top puppy mill states such as Indiana, Iowa, Missouri and Ohio. Our investigation found the Kennesaw, Georgia, Petland store and many other Petland stores were still buying from Blue Ribbon Puppies in Odon, Indiana, owned by Levi Graber. Blue Ribbon Puppies was one of the suppliers linked to the Campylobacter outbreak by the CDC, according to public records the HSUS obtained from the Indiana Department of Health.

The Petland store in Kennesaw was one of five Petland stores in Georgia alone that received puppies from Blue Ribbon Puppies this year. For example, during the summer of 2018, Blue Ribbon Puppies sold 161 puppies to Petland stores in Dalton, Dunwoody, Kennesaw, the Mall of Georgia in Buford, and Rome, Georgia. Many of the stores received shipments on the same day, indicating the same truck went from store to store. And altogether, the five Petland stores in Georgia received more than 450 puppies from Blue Ribbon and other brokers, including JAKS Puppies in Iowa and Homes for Canines in Ohio, during the same three month period.

In addition, the Las Vegas store and some other Petland stores also received puppies from Pinnacle Pet (Sobrad, LLC), the Missouri broker that was cited by the USDA in 2015 after nine puppies died on an overheated transport vehicle. Both Pinnacle and Blue Ribbon Puppies also sell hundreds of puppies to other Petland stores across the country, including stores in Kansas and Pennsylvania. The two stores we visited and many other Petland stores also receive regular shipments from Choice Puppies, formerly known as the Hunte Corporation, a Missouri broker that has been linked to puppy mills by both the HSUS and other animal welfare groups.

Conclusion

Our undercover footage shows that sick puppies are part of the day-to-day reality in at least two Petland stores, and we believe that many other stores have similar issues. But for the most part, Petland doesn’t seem to think there’s a problem. Petland, Inc. has given a number of honors to the Kennesaw store or its employees. In 2015, Petland nominated the Kennesaw store for a “store of the year” award, and Petland gave the store’s manager its “manager of the year” award in 2016. At its 2018 annual convention, Petland gave a “pet counselor of the year” award to an employee at the same location – the location where both our undercover investigator and the store’s former veterinarian saw dead puppies in the freezer.

Petland’s broader history indicates that the issues we captured on camera are not unusual. Problems with veterinary care in the stores is partly to blame, and so is the transport model most pet stores rely on. When distributors (brokers) obtain dozens of puppies from many commercial breeders and bunch them together on multi-day transports on crowded trucks, they are subjected to extreme stress at a young age, before their immune systems are fully developed. Even a single sick puppy on the truck can expose many others to an infectious illness.

As the holiday season reaches fever pitch, the Humane Society of the United States urges consumers never to buy a puppy from a pet store, because puppies in pet stores are often sick, and many of them come from inhumane dealers known as puppy mills. Responsible breeders don't sell to pet stores, because they want to meet the families who are taking home their puppies, and stay in touch in case of any problems.

The HSUS recommends visiting an animal shelter as the most humane option when getting a new pet, and if purchasing a pet, to only purchase them from a responsible breeder who will show the buyer where the puppy was born and raised. At shelters and responsible rescue centers, healthy, vaccinated puppies, dogs, cats and other small pets are available for low adoption fees, and most of them are already spayed or neutered.

For more information on how to get a puppy from a responsible source, see humanesociety.org/puppy.

*"**Campylobacter** is **usually** spread from feces, he said. It's common among chickens because of the way they're raised -- all crammed together. It's possible that the same thing happens among **puppies from puppy mills** and **pet stores**, where the animals are in close contact with each other, Siegel suggested." CDC Sep 20, 2018*

A local man is hospitalized after purchasing an infected puppy at Petland Novi

https://www.fox47news.com/news/local-news/a-local-man-is-hospitalized-after-purchasing-an-infected-puppy-at-petland-novi

CDC: *Multi-state Outbreak of Multidrug-Resistant Campylobacter Infections Linked to Contact with Pet Store Puppies*

https://www.cdc.gov/campylobacter/outbreaks/puppies-9-17/index.html

Excerpts form the article:

A total of 113 people with laboratory-confirmed infections or symptoms consistent with Campylobacter infection were linked to this outbreak. Illnesses were reported from 17 states. Illnesses started on dates ranging from January 12, 2016 to January 7, 2018. Ill people ranged in age from less than 1 year to 86.

Difficult to treat these infections with the antibiotics usually prescribed for Campylobacter infections. Antibiotic resistance may be associated with increased risk of hospitalization, development of a bloodstream infection, or treatment failure in patients.

--
Alderman Beverly Burger
Ward 1 Franklin, TN
Bev@AldermanBurger.com
(615) 498-4794

OFFICE USE ONLY
Permit No:
____

HISTORIC
FRANKLIN
TENNESSEE

City of Franklin
Special Event Permit Application

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

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

Please list all that apply:

- Annual Fundraiser

1. **Name/purpose of event:** Seventh Annual Raise the Roofs
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)***:**
   The Park at Harlinsdale Farm
3. **Date or dates of event:** 08/18/2018
4. **Start/End Times of Event:** The 7th Annual Raise the Roofs will start at approximately 4:30 or 5:00 pm and end no later than 10 pm. Set-up the week prior to the event.
   What date/time will set-up begin? 8/16/2018 1:00 PM
   What date/time will tear-down be complete? 8/20/2018 1:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable)***:** No street closure requested
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 500 | Event Staff/Volunteers:20 | Total:520
7. **Name of applicant and Organization Requesting Permit:**
   Torrey Barnhill - Friends of Franklin Parks
   a) Address: P. O. Box 549
   Franklin, TN 37065
   b) Phone: 615-674-5388 **c) Cell:** **d) Fax:**
   e) E-mail address: torrey@friendsoffranklinparks.org
8. **DETAILED description of event** *(use additional sheets)***:**
   Raise the Roofs is held annually at the Park at Harlinsdale Park and proceeds benefit Friends of Franklin Parks and their projects in the City of Franklin Parks.

   The event will be held in the TSC Arena for equestrian exhibition in addition to the big tent for the guests to be housed on the event lawn next to the Main Barn. We are moving the big tent back to the Main Barn area to bring awareness back to the fundraising efforts to restore the iconic Main Barn and Harlinsdale campus.

   Guests will entertained with equine exhibitions and a interscholastic polo match in the TSC Arena, treated to food selections from Franklins favorite restaurants and listen to a great local band.

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

   Please detail any restricted parking areas on the event map.

   Event Map: EPSON013.PDF

10. **Person in charge on day of event:** Torrey Barnhill, Executive Director
    Cell: 615-406-9230 **E-mail address:** torrey@friendsoffranklinparks.org

11. **Name and Cell Number of at least two others available on day of event:**
    Name: Stacey Perry **Cell:** 615-613-6538 **E-mail address:** downtothewire.nashville@gmail.com
    Name: Adam Ballash **Cell:** 615-415-3393 **E-mail address:** aballash@boyle.com

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

    Administrative Contact List: Board of Directors 2018.docx

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

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

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
    IRS tax exemption letter: FOFP Sales Tax Exemption.pdf

16. **Will you charge an admission fee?** Yes
    Average admission fee: $125

17. **Will you charge a vendor particiation fee?** No
    Average vendor participaion fee?

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

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

20. **Is this event a fundraiser?** Yes
    What organization will be the benefactor of event? Friends of Franklin Parks
    What percentage of funds will they receive? 100

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

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

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

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

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

    Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**. Food Vendors

25. **Will food, beverages, or merchandise be sold or given away?** Yes
    Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
    Clean Up Plan and Provider: Raise the Roofs Clean.docx

26. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** No
    If yes, please list exact locations:

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
    If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
    Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
    Good Neighbor Letter: Good Neighbor Letter for Raise the Roofs.docx
    Good Nieghbor Letter Mailing List:

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

2) I/We do swear or affirm that all of the information given in this application is true and complete.

3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Jerry Barnhill ______________________ Date: 5/21/18 ____________
(Signature and title – must be officer of organization)

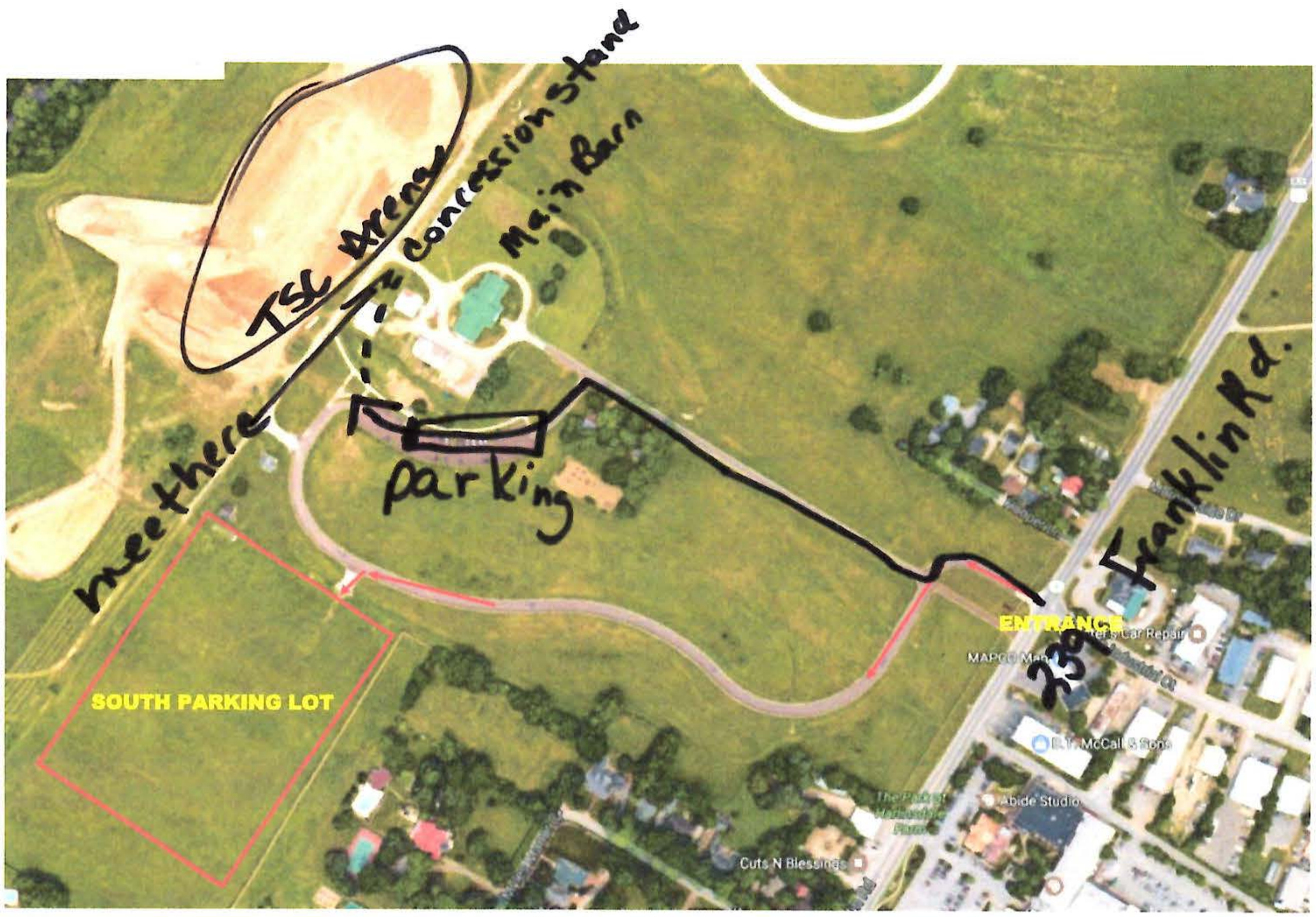
Approved by the Board of Mayor and Aldermen on ________________, 20___.

____
Dr. Ken Moore, Mayor

____
Eric S. Stuckey, City Administrator

Return application to:

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



TSC Arena
concession stand
Main Barn
meet here
parking
ENTRANCE
239 Franklin Rd.
SOUTH PARKING LOT
MAPCO Mart
E. T. McCall & Sons
Abide Studio
Cuts N Blessings

Raise the Roofs
17 99
HISTORIC
FRANKLIN
TENNESSEE
N
Access
TSC Arena
Concession Stand
Parking
Access
Hooper Ln
239
Franklin Rd
Myles Manor Ct
Winslow Rd
Access
Hydrants
FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT
Department and was compiled from the most authentic information
available. The City is not responsible for any errors or omissions
contained hereon. All data and materials Copyright © 2018.
All Rights Reserved.

Event Name: Seventh Annual Raise the Roofs

Signature: ____________________

HISTORIC FRANKLIN TENNESSEE

FORM (

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers
- Any electrical work utilizing site-constructed equipment or wiring

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Sound Amplification

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

Applicant/Organization: Torrey Barnhill - Friends of Franklin Parks
Event Name: Seventh Annual Raise the Roofs
Event Date(s): 08/18/2018

1. **Time amplification equipment will be used:** From: 06:00:00 PM To: 12:00:00 AM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   Inside the TSC Arena during the polo hour and then a band will be playing on the event lawn at the Park at Harlinsdale Farm.
   Sound Amplification Map: Parking for Arena Mtg..pdf
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   - Announcements/Speeches
   - Band/Singers
4. **Type of Amplifier:**
   - Fixed
   - PA System
   - Mobile
5. **Number of Amplifiers:** 1 **Number of Speakers:** 4 **Number of Performers:** 6
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Torrey Barnhill **Cell:** 615-406-9230 **E-Mail:** torrey@friendsoffranklinparks.org
   Name: Stacey Perry **Cell:** 615-613-6538 **E-Mail:** downtothewire.nashville@gmail.com

Authorized Signature: Torrey Barnhill **Date:** 05/21/2018

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

Raise the Roofs Clean-Up Plan:

Volunteers and Board Members will clean up after the event like previous six events.

FRIENDS OF FRANKLIN PARKS

August 6th, 2018

Dear Neighbor,

I am writing to let you know of a proposed event coming to your neighborhood this summer. On August 18th we are hosting our 7th Annual Raise the Roofs event at The Park at Harlinsdale Farm.

Raise the Roofs is Friends of Franklin Park's Annual fundraiser to raise funds for projects at Harlinsdale and the city's other parks.

This event would run from 4pm until 9:30 pm with an interscholastic polo match, dinner and band. With set-up and tear-down, we anticipate having the area closed from 8 a.m. until approximately 10 p.m.

If you would like to contact someone in the City Administration's office regarding the event, you may contact the Public Outreach Specialist by e-mail at CityofFranklin@FranklinTN.gov, by phone at 615-550-6606, or by mail at 109 Third Avenue South, Franklin, TN 37064.

If you or need to contact the event organizer or would like to get involved, or become a sponsor, you may contact Torrey Barnhill, 615-674-5388, torrey@friendsoffranklinparks.org. Thank you in advance for your support of this event.

Sincerely,

Torrey Barnhill
Executive Director

Friends of Franklin Parks, Inc./ P. O. Box 549 / Franklin, TN 37065 / 615.674.5388
www.FriendsOfFranklinParks.org

Friends of Franklin Parks
2018 Board of Directors

Adam Ballash Development Manager Boyle Investment Company	222 Adams Court Franklin, TN 37064 (615) 550-5583 Office (615) 415-3393 Cell aballash@boyle.com
Michael Barker VP Commercial Relationship Manager First Bank	1415 Adams St Franklin, TN 37064 (615) 435-2469 (615) 512-5980 Cell mbarker@firstbankonline.com
Chad Dannenfelser Avanir Neuroscience Area Manger	315 4th Avenue South Franklin, TN 37064 (615) 599-2896 Office (615) 498-0588 Cell chaddannenfelser@yahoo.com
Ashley Hill Executive Vice-President Franklin Synergy Bank	722 Columbia Ave Franklin, TN 37064 (615) 236-4605 Office (615) 504-1555 Cell Ashley.Hill@franklinsynergy.com
David Landrum Owner Landrum Stables Williamson County Commissioner	242 Myles Manor Court Franklin, TN 37064 (615) 790-0312 Office (615) 351-2224 Cell landrumstables@aol.com
Braton Machleit Owner Buzz'd Fly Fishing Harpeth River Shuttle	1317 Bostic Street Franklin, TN 37064 (615)948-5877 Cell braton@buzzdflyfishing.com
Zane Martin Private/Business Banking Relationship Manager First Farmers & Merchants Downtown Franklin	1421 Adams St Franklin, TN 37064 (615) 771-6484 Office (615) 852-0759 Cell Zane.Martin@myfirstfarmers.com
Shari Meghreblian, PhD Deputy Commissioner Tennessee Department of Environment & Conservation	193 Polk Place Dr. Franklin, TN 37064 (615) 532-0102 Office (615) 289-5278 Cell sharimeg@bellsouth.net
Monty McInturff, DVM Tennessee Equine Hospital	3077 Old Hillsboro Road Franklin, TN 37064 (615) 591-1232 Office (615) 972-7684 Cell mmcinturff@tnequinehospital.com
Amy Cross Nance Amy Cross, Attorney at Law	103 Forrest Crossing Blvd. Suite 205 Franklin, TN 37064 (615) 794-5644 Office (615) 300-5914 Cell amy@amycrossnance.com

Jamey Parker First Vice President Parker McCoy Group, Morgan Stanley	1210 Echo Lane Franklin, TN 37069 (615) 764-4472 Office (615) 415-7777 Cell james.parker@morganstanley.com
Ashley Roberts Director of Operations Tennessee Fine Wine & Spirits	119 Battle Ave. Franklin, TN 37064 (615) 807-1111 Office (615) 429-4424 Cell ashleywroberts82@gmail.com;
Jay Sheridan Sheridan Public Relations, LLC	223 Fourth Ave N Franklin, TN 367064 (615)364-5143 Cell (615)472-8879 jay@sheridanpr.com;
Susan Smallwood Susan Smallwood Interiors	103 Harlinsdale Court Franklin, TN 37069 (615)429-0752 Cell susan.smallwood@comcast.net
Allen Sills, MD Professor of Neurosurgery and Co-Director of the Vanderbilt Sports Concussion Center Vanderbilt University Medical Center	1067 Natchez Valley Lane Franklin, TN 37064 (615)496-1327 Cell allen.sills@vanderbilt.edu;
Katie Spence Audit Manager Jackson National Life	1807A 5th Ave N. Nashville, TN 37208 (303)906-4280 Cell (615)861-5208 Office Katie.spence@jackson.com
Kevin Thompson Thompson Burton, PLLC	840 Crescent Centre Dr., Ste. 260 Franklin, TN 37069 (615) 465-6001 Office (615)268-3540 Cell kevin@thompsonburton.com
Gary Vogrin Founder Kiser + Vogrin Design, LLC 5005 Meridian Blvd, Suite 100 Franklin, TN 37067	727 Azalea Court Franklin, TN 37064 (615) 708-0567 Office/Cell gary@kiservogrin.com
Greg Young Attorney & Partner Burr & Forman, LLP	1111 Holly Hill Drive Franklin, TN 37064 (615) 724-3222 Office (615) 406-7146 Cell gyoung@burr.com

Staff

Torrey Barnhill Executive Director Eastern Flank Battlefield Park --Office 1368 Eastern Flank Circle Franklin, TN 37064	P.O. Box 549 Franklin, TN 37065 (615) 674-5388 Office (615)406-9230 Cell torrey@friendsoffranklinparks.org

TENNESSEE DEPARTMENT OF REVENUE

SALES AND USE TAX
CERTIFICATE OF EXEMPTION

FRIENDS OF FRANKLIN PARKS INC
PO BOX 549
FRANKLIN TN 37065-0549

Effective Date: January 4, 2017
Exemption Number: 780409694
Expiration Date: June 30, 2019
PO BOX 549
FRANKLIN TN 37065-0549

The Tennessee Department of Revenue has issued a tax-exemption number for the educational, religious, historical, or charitable non-profit organization or institution named above. State law (Tenn. Code Ann. § 67-6-322) gives the Department the authority to allow this organization to make tax-exempt purchases of goods and services that it will use, consume or give away. This authorization for exemption does not extend to sales tax that the organization must collect or pay on its regular sales of goods or taxable services.

This authorization for exemption is limited to sales made directly to the above named organization. This certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the above named organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the above named organization.

The organization must furnish its suppliers of goods and services with a copy of this certificate. The lower portion of the certificate must be properly completed. **The organization must retain the original certificate for copy purposes.** The supplier will maintain a file copy as evidence of the exempt sale to the organization. Later purchases made before the expiration date do not require the submission of additional copies.

The organization must notify the Department immediately if it ceases to exist or if its location or mailing address changes.

Richard H. Roberts
Commissioner of Revenue

To Be Completed by the Organization

TO: Supplier's Name ______________________________

Address ______________________________

City ____________________ State ______ Zip __________

I, ______________________________, as an authorized representative of the organization named above, affirm that the purchases made under this authority will be used and consumed by the organization or will be given away.

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

Print Name of Organization ______________________________

Print Name of Purchaser ______________________________

Signature of Purchaser ______________________________ Date ______________

Staff Conditions

Staff recommends approval with the following conditions:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:
- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.

Building & Neighborhood Services Department:
- Applicant will contact the Department to determine if Special Event Electrical Permit is needed.

Police Department:
- Applicant will hire required number of extra-duty Franklin Police Officers.

Revenue Management:
- Applicant must obtain a Beer Permit from the City's Beer Board.
- If wine is served, applicant must obtain separate permit from the Tennessee Alcohol Beverage Commission.

Parks Department:
- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.

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ADMINISTRATION

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

CERTIFICATE OF COMPLIANCE - RENEWAL
RETAIL FOOD STORE WINE

(Publix Tennessee, LLC #0160) – (2020 Fieldstone Parkway, Franklin, TN 37069)

The City of Franklin hereby certifies the following facts concerning application in the name of Cory Ring (Managing Agent) with Publix Tennessee, LLC #0160, and Executive Officers Randall T. Jones, John a Attaway, Jr., David Patrick Phillips, Joseph DiBenedetto, and Jeffrey G. Chamberlain, who have made application for a Certificate of Compliance to sell retail food store wine at 2020 Fieldstone Parkway, Franklin, TN, 37069 which is within the corporate limits of the City of Franklin, Williamson, County, Tennessee:

1. An investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify that the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

2. The applicant or applicants have secured a location which lies within the city limits of the City of Franklin which complies with all applicable zoning laws adopted therein by the City.

This the 26th day of June, 2018

____
Dr. Ken Moore, Mayor
City of Franklin

____
Attest:
Eric S. Stuckey, City Administrator/City Recorder

`

CERTIFICATE OF COMPLIANCE - RENEWAL
RETAIL FOOD STORE WINE

(Publix Tennessee, LLC #0176) – (1021 Riverside Drive, Franklin, TN 37064)

The City of Franklin hereby certifies the following facts concerning application in the name of Tony Gonzalez (Managing Agent) with Publix Tennessee, LLC #0176, and Executive Officers Randall T. Jones, Sr., John a Attaway, Jr., David Patrick Phillips, Joseph DiBenedetto, and Jeffrey G. Chamberlain, who have made application for a Certificate of Compliance to sell retail food store wine at 1021 Riverside Drive, Franklin, TN, 37064 which is within the corporate limits of the City of Franklin, Williamson, County, Tennessee:

1. An investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify that the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

2. The applicant or applicants have secured a location which lies within the city limits of the City of Franklin which complies with all applicable zoning laws adopted therein by the City.

This the 26th day of June, 2018

____
Dr. Ken Moore, Mayor
City of Franklin

____
Attest:
Eric S. Stuckey, City Administrator/City Recorder

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ADMINISTRATION

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC FRANKLIN TENNESSEE

CERTIFICATE OF COMPLIANCE - RENEWAL
RETAIL FOOD STORE WINE

(Publix Tennessee, LLC #1031) – (1400 Liberty Pike, Suite 200, Franklin, TN 37067)

The City of Franklin hereby certifies the following facts concerning application in the name of Nicole Hill (Managing Agent) with Publix Tennessee, LLC #1031, and Executive Officers Randal T. Jones, Sr., John A Attaway, Jr., David Patrick Phillips, Joseph DiBenedetto, and Jeffrey G. Chamberlain, who have made application for a Certificate of Compliance to sell retail food store wine at 1400 Liberty Pike, Suite 200, Franklin, TN, 37067 which is within the corporate limits of the City of Franklin, Williamson, County, Tennessee:

1. An investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify that the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

2. The applicant or applicants have secured a location which lies within the city limits of the City of Franklin which complies with all applicable zoning laws adopted therein by the City.

This the 26th day of June, 2018

____
Dr. Ken Moore, Mayor
City of Franklin

____
Attest:
Eric S. Stuckey, City Administrator/City Recorder

\\COFFSV05\Admin_ADMIN\LIQUOR LICENSES_Grocery Store Wine Certificates\Publix\2018-0598 Publix 1031 - 1400 Liberty Pike Retail Food Wine Certificate.docx

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0084

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as ("City"), and **TUCK HINTON ARCHITECTS** hereinafter referenced as ("Consultant"), who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

PROPOSAL FOR ARCHITECTURAL SERVICES FOR A MASTER PLAN FOR THE PARK AT HARLINSDALE FARM. THE MASTER PLAN WILL INCLUDE THREE MAIN STRUCTURES (MAIN BARN, HAYES HOME, AND THE FORMER POWER PLANT.) ADDITIONAL COMPONENTS WILL INCLUDE TWO WORKER HOUSES, A PEDESTRIAN BRIDGE AND WALKING TRAIL .

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.

2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.

3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **THIRTY-NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($39,450.00).**

The Board of Mayor and Aldermen Approved this Agreement on the ______ Day of ________ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:

1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.

1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.

1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.

1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.

1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.

2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.

2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.

2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.

3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

(1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.

(2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

(a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.
Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs

otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 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.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant 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 Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.

7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

a) General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.

b) Automobile Liability Insurance with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

d) Professional Liability Insurance with a limit of $1,000,000 annual aggregate.

8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.

8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: ___________________________	BY: _________________________
Consultant's Signature	Dr. Ken Moore
TITLE: ____________________	Mayor
Date: ____________________	Date: ____________________

Approved as to Form:

____
Tiffani M. Pope, Staff Attorney

TUCK·HINTON
ARCHITECTS

SEAB TUCK, FAIA
KEM HINTON, FAIA
STEVE JOHNSON, AIA
CHARLES MILLER, AIA
MARY ROSKILLY, AIA

PROPOSAL FOR ARCHITECTURAL SERVICES
01 March 2018

Harlinsdale Farm
Proposal for Master Plan
Q:/MKTG/PROPOSALS/2018/HARLINSDALE FARM

ISSUED TO
Brad Wilson
Lisa Clayton

FROM
Kem Hinton
Steve Johnson

DESCRIPTION
We have been requested to submit a proposal for a master plan for Harlinsdale Farms. The proposal is based upon information attained in a meeting on 19 December 2017 with Brad Wilson, Lisa Clayton, and Kevin Lindsey at City Hall.

There are three main structures that are part of the master plan. These include the B~~b~~arn, Hayes House, and the P~~p~~ower P~~p~~lant. Additional components include a pedestrian bridge and walking trail. An outline of the master plan is as follows:

SCOPE

I. Barn
   a. History / current use:
      i. Primary structure
      ii. temporary limited basis by the City of Franklin
   b. Proposed use / programming:
      i. hosting events and some equestrian use
      ii. weddings of at least 100-150 persons
      iii. Existing horse stalls: desire is that the south stalls remain, and be used for polo events or weekend boarding
      iv. Mr. Harlin's office: keep and restore
      v. Wash Station: keep/restore
      vi. Women's Lounge: keep and restore, as well as restroom this area
      vii. Former Jockey Room: potential mechanical space
      viii. Warming kitchen: for caterer (not a cooking kitchen)
      ix. Upstairs: not to be used except for possible mechanical "closets"
      x. Exterior Doors: currently sliding; prefer roll up (only rear door is currently roll up). Egress needs to be considered; doors may need to be added for egress, but it's preferred by Historic that nothing be added to the front, and needs coordination.
      xi. Horse entry: needs to be considered for events
   c. Existing conditions:

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ARCHITECTS PLC
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NASHVILLE, TN 37203
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TUCK–HINTON.COM

i. City study indicates structure is sound. However, only structural repairs were made to roof system, some subsequent supports and some column bracing. Not all floors and decking were addressed or investigated for structural integrity. (City to provide more information on restoration that was completed)
ii. Existing roof: recently installed
iii. Life safety issues: need to be addressed
iv. Restrooms: needed (ADA accessibility needs to be considered)
v. Asbestos may be present
vi. Existing paneling: keep in the office/lounge yet renovate to current technology

d. HVAC:
   i. Sprinkler –dry system has been discussed (exposed but 'hidden' where possible)
   ii. Heat: desired either in the form of heated floor or overhead
   iii. HVAC: to be added at (VRF's could be considered for heating and cooling):
      1. 2 front offices (one serves as Women's lounge)
      2. Restrooms
      3. Storage behind offices
      4. Tack Room (future Warming Kitchen?) & Jockey Room
   iv. Heat pump could go in room above the lounge
   v. No A/C – fans could be considered in open space for summer

II. Hayes House
   a. History / current use:
      i. Historic Register (State)
      ii. Built: late 1800's
   b. Proposed use / programming:
      i. not yet determined; use will be limited
   c. Existing conditions:
      i. From soffit and up has been replaced including new roof, structure and relined box gutters.
      ii. There is some new siding on the front in certain areas. Siding on sides and back, dormers, corner trim and other areas have not been replaced
      iii. Windows, doors, steps/access, and the old rear porch were not addressed and will need to be removed and rebuilt; some foundation tuck pointing is needed.
      iv. new copper gutter/downspouts
   d. Possibility of an interested contractor ready to assist (per Lisa)

III. Power Plant
   a. History / current use:
      i. Cities original power plant
      ii. Not currently functioning
   b. Potential use: uncertain
      i. Rotary is looking for a permanent location (might be tenant)
      ii. May be some type museum component (bring back history of use)
         1. City could work with curator for changing exhibits
         2. "Art in the Barn"
         3. weddings, meeting space, seating for 400 perhaps on first floor
         4. Possible full kitchen
   c. HVAC: needs to be added
   d. Environmental issues: possible
   e. A structural assessment will have to be needed including the basement area.

IV. Worker House I & II
   a. Current Use: none
   b. Potential Use: to be determined
   c. Existing Conditions:

i. Two along the main drive need to be restored. These will need to be gutted (interior walls and majority of the floor system) leaving the exterior walls and roof structure.

ii. Two along the old rail line have deteriorated. We will have discussion with Historic about potential removal, and perhaps signage denoting their locations.

V. Pedestrian Bridge / Walking Trail

a. Bridge purpose: provide access across creek (Harpeth) to west property beyond
b. Trail system at Chestnut Bend
c. Walking trail and pedestrian bridge to connect to Bicentennial Park and ultimately do downtown Franklin
d. The trail system also connects across Spencer Creek to the north, extends across Franklin First United Methodist Church property, and follows the line that used to be the intra-urban rail that connected Franklin and Nashville.

GOAL OF MASTER PLANNING

In 2005, a master plan was completed by Archimania, but was more of an overview of the site. It is our understanding that the objective of this master plan is to evaluate these specific structures and develop concepts that broadens their usefulness, as well as the site, and creates connectivity to development and trails surrounding them.

PROPOSED TIMELINE

Upon authorization to proceed we proposed the following timeline:

Information Gathering / Site & Building Analysis - 2 weeks

We will collect information on the site including its history, surveys, the surrounding existing and proposed developments (current and future) as well as current and past master plans to ascertain there merit. We will also visit the site to confirm and be familiar with it and the conditions of each structure including general code compliance. We will document findings that might impact the planning. We will rely on owner provided drawings and verify these are generally a reflection of the existing conditions. Where unavailable, we will do basic field measuring to create appropriate drawings for the exercise. This will not be an exhaustive exercise, but one that will give us a general understanding of the structures.

Goal Setting/Visioning - 1 week

We will meet with you to confirm the goals for the exercise. We recommend attendance by city leaders, planners and key stakeholders. As part of this we may include information from the site analysis, especially any information that might inform ideas. An important ingredient will be to understand what can technically be operated on the property, and the real development needs that will inform proposed uses for each structure. The goal of this session will be to document clear vision and goals that are based on real potential, and that will result in this property being an even richer and more useful part of the city of Franklin. At this session, we might also present examples of similar development.

Meeting 1: Confirm goals, information gathering

Initial Concepts - 2 weeks

We will explore an overall concept for the site based on the vision and goals. This is important because the successful reuse and development of one structure (i.e., the Worker Houses) is dependent to an extent on the whole. Concepts will be developed for the overall site use including access, parking, and connectivity to adjacent properties.

Concepts will also be developed for each structure. Concepts for structures like the Barn or Plant may be based upon agreed upon users. Concepts for the Hayes House and Worker Houses may need to be based on hypothetical uses. These will be confirmed prior to starting Concepts.

Meeting 2: We will meet with the City to present the initial concepts and obtain feedback.

Concept Development - 2 weeks

We will use the feedback from the city to refine the concepts. During this phase, the focus will start with the site but move to each structures specific use. We will consider the real development needs and arriving at a 'program' of uses for each structure, and develop concepts for each structure that are appropriate and mutually beneficial. We will provide input on the ballpark cost of the proposed concepts.

Meeting 3: We will meet with you to present developed concepts for final input.

Final Concept Package - 2 weeks

We will incorporate input into the final concepts, and develop the final deliverables for presentation. The completion date is dependent on the schedules of those who participate. However, we would assume a 2-3 month timeline.

DELIVERABLES

The following deliverables will be included to communicate concepts:

I. Narrative addressing:
   a. Existing site
   b. Evaluation of existing structure conditions
      i. Necessary code upgrades
   c. Proposed use and improvements
   d. Conceptual opinion of probable cost

II. Concept Drawings for each structure that might include (all conceptual in nature):
   a. Site Plan
   b. Floor plan(s)
   c. Elevation(s)
   d. Renderings (vignettes-conceptual)
      i. Interior Barn (1)
      ii. Power Plant Structure
         1. Exterior (1)
         2. Interior (2)
      iii. Hayes House
         1. Exterior (1)
         2. Interior (1)
      iv. Overall Site View
      v. If professional renderings are requested, these will be done as an additional service.

PROPOSED FEE

For the services outlined, the fee will be $39,450.00. If professional renderings are requested, these can be procured as an additional service. Reimbursable expenses will be billed at a multiple of 1.10 times our direct costs. These include printing, travel, etc. Our fee does not include multiple public presentations, though we would be honored to agree on appropriate additional service fee (based on our normal hourly fee schedule).

If this Proposal for Architectural Services meets with your approval, please place your signature below as authorization for us to proceed. Return one signed copy of the agreement to our office for our records.

March 1, 2018

ISSUED BY DATE

~~ACCEPTED BY~~ ~~DATE~~

Summary of Master Services Agreement Between Tennessee Consolidated Retirement System ("TCRS") and the City of Franklin for its Closed Pension Plan

1. Services Covered by this Agreement
    a. Co-Investment of Assets (Section D)- Effectively a restatement of the terms of the 12/13/16 Agreement through which TCRS will direct management of the assets of the City's closed pension plan. The City transferred assets to TCRS beginning late December 2016. As of 3/31/18, TCRS is managing 91% ($96.7 million) of the total plan assets of $105.7 million.
    b. Plan Administration Services (Section E)- To Begin January 1, 2019
        i. Basic Payroll Services (New)- TCRS shall make monthly benefit payments to retirees (or beneficiaries) on the last business day of the month by electronic funds transfer or to a debit card. TCRS shall provide our retirees access to customer service representatives to resolve questions regarding tax withholding, address changes, 1099-Rs, etc. TCRS shall implement annual cost of living adjustments and process refunds for members as determined by the City.
        ii. Benefit Calculation Services (New)- TCRS shall provide estimates of monthly benefits utilizing processes provided by the City. Final determination of monthly benefits for new retirees or beneficiaries shall be calculated by an actuary contracted by the City.
2. Fees for Services Rendered
    a. For Co-Investment of Assets as set forth in Group Trust Disclosure Brochure (no change from December 2016 Agreement).
    b. For Plan Administration Services
        i. Infrastructure/Technology Fee- $13,360.32 annually for first three years. Total fee of $40,080.96.
        ii. Basic Payroll Services Fee- $17.64 per recipient each quarter. Assuming 180 recipients, the annual payroll services fee is $12,700.80. (City currently pays $13,980 for similar services to US Bank.)
        iii. At the request of the City, TCRS may provide additional active member reporting services, for example annual statements. If such services are provided, additional fees will be requested.
        iv. At this time, TCRS does not intend to charge the City any other fees. If the City requests additional services above what is described in the Agreement, additional fees may be requested.
3. Termination- Either party may terminate by giving written notice to the other with a minimum of 60 days notice. Upon written notice of termination, the two parties are subject to a negotiated transition period to the extent necessary for the orderly transfer of assets and conversion of services.

4. Transition Items from City Administration to TCRS
    a. Direct Deposit of all monthly payments- Human Resources staff contacted remaining recipients of paper checks in May 2018 advising of the transition to direct deposit. HR to effect transition throughout the summer of 2018.
    b. Change of Payment Dates- The City makes payments on the first business day of the month. Conversely, TCRS makes payments on the final business day. Upon transition from the City's administration to TCRS, recipients will receive payment on the first day of the month and receipt their next payment approximately 60 days later on the final day of the next month. Below are options for transitioning the change of payment dates:
        i. Adjust the December 2018 payment date from December 1 to December 14- To reduce the number of days between US Bank and TCRS serving as custodial bank, the December 2018 payment is issued December 14. TCRS makes their first payment on January 31. There is a 45 day span between the November 1 and December 14th payments and the December 14th and January 31 payments. *Pro- Least amount of one-time cost to the Pension Fund. Least number of months of disruption (change) for retirees. Retirees will receive one 1099 for 2018. Con- two 45 day periods between payments for retirees. Staggering payment dates may cause confusion for some retirees.*
        ii. Utilize the City's internal Payroll operation to stagger additional payments in late 2018- The City's custodial bank, US Bank, is unable to make more than one change of payment date. If additional months of staggering are preferred, the City may internalize the payment function for additional months before TCRS takes over in January 2019. For example, US Bank makes payments through September 1. City Payroll makes payments on October 9, November 16 and December 21. *Pro- reduce the number of days between payments to approximately 40 during the transition period Con- More months of disruption (change) for retirees. Retirees will receive two 1099 forms for 2018 (US Bank and City). Costs to Pension Fund for transaction fees and establishment of new fiduciary bank account during City transition period.*
        iii. Make a one time additional payment from the pension plan at a cost of approximately $425,000- US Bank makes December 1 and one-time additional transition payment on December 31. TCRS begins with January 31. *Pro- Least amount of disruption to retirees. Maintain 30 day period between payments delivered by US Bank and TCRS. Retirees receive one 1099 for 2018. Con- One time additional payment to the pension plan of approx. $425,000. (One-time fee may be considered offset by reduced annual investment management fees of approx. $500,000.)*

THIRD PARTY PENSION PLAN SERVICES AGREEMENT

COF Contract No. 2018-0014

This Agreement, by and between the Tennessee Consolidated Retirement System ("TCRS") and the City of Franklin, Tennessee ("Political Subdivision"), is for the provision of certain pension plan services on behalf of Political Subdivision as specifically described in this Agreement. TCRS and Political Subdivision may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

A.
TYPE OF SERVICES AND EFFECTIVE DATE

This Agreement is for the following purpose: (*Check and complete box 1 OR box 2 OR box 3*)

1. ☐ This is a new Agreement for the provision of co-investment services ONLY as provided in Section D below with an effective date of ____________________, 20__, or

2. ☐ This is a new Agreement for the provision of co-investment AND administrative services as provided in Sections D and E below with an effective date of ________________________________, 20_____, or

3. ☒ This is an amendment to the current Agreement first entered into by the Parties on December 13, 2016. This Agreement shall replace and serve as an amendment and restatement of the Parties' Agreement effective ____________________, 2019.

B.
DEFINITIONS

"Assets" mean all cash, securities and other holdings of Political Subdivision's Closed Pension Plan (as defined below) that are transferred to TCRS for co-investment. Assets also mean all future contributions deducted from the compensation of Closed Pension Plan Members and contributions of Political Subdivision to the Closed Pension Plan that are forwarded to TCRS for investment and reinvestment pursuant to this Agreement.

"Beneficiary" means the person designated by a Member to receive any amounts that may be distributable by the Plan upon the death of the Member. The Beneficiary shall be the individual last designated by the Member that is on file with TCRS at the time of the Member's death. In the event no Beneficiary exists at the time of the Member's death, any amounts owed under the Closed Plan shall be paid to the Member's estate unless the Closed Pension Plan's plan document provides otherwise, which, in such case, the amounts shall be made in accordance with the Plan document, as interpreted by Political Subdivision.

"Business Day" means a day on which Tennessee State offices are open for regular business.

"Certified" means the act of Political Subdivision's authorized person and/or designated trustee of the Closed Pension Plan verifying and attesting to the authentication and accuracy of a document or information.

"Chair" means the Chair of the Board of Trustees of TCRS.

"Closed Pension Plan" means Political Subdivision's

City of Franklin Employees' Pension Plan
(Name of Plan)

as adopted on May 1, 1971, including any amendments
(Date First Adopted)

thereto dated N/A,
(Dates of All Amendments)

which will be (or has been) closed to new membership effective January 1, 2017.

"Code" means the Internal Revenue Code.

"Eligible Assets" means any investment permitted under The Tennessee Consolidated Retirement System Investment Policy ("TCRS Policy") that may be amended from time to time.

"Group Trust" means the State of Tennessee Retiree Group Trust.

"Investment" means investment vehicles provided by TCRS for co-investment of the Closed Pension Plan's assets pursuant to Tennessee Code Annotated, Section 8-37-104(f), as may be amended from time to time.

"Member" means a current or former employee of Political Subdivision who participates in the Closed Pension Plan.

"Recipient" means a Member or Beneficiary who receives monthly benefits from the Closed Pension Plan.

"State" means the State of Tennessee.

"Trust Declaration" means the Group Trust Declaration for the State of Tennessee Retiree Group Trust.

C.
WITNESSETH

WHEREAS, Political Subdivision represents and warrants that the Closed Pension Plan is a governmental pension plan qualified under Section 401(a) of the Code; and

WHEREAS, Political Subdivision further represents and warrants that it has the authority (i) to contract with TCRS for TCRS to co-invest the Closed Pension Plan Assets with the pension plan assets of TCRS subject to and in conformity with the Trust Declaration and TCRS Policy and (ii), if Section E is selected in Section A above, to contract with TCRS for TCRS to administer its Closed Pension Plan in accordance with Section E below; and

WHEREAS, pursuant to such authority, Political Subdivision desires for TCRS (i) to co-invest the Closed Pension Plan Assets with the pension plan assets of TCRS subject to and in conformity with the Trust Declaration and TCRS Policy and (ii) if Section E is selected in Section A above, to administer its Closed Pension Plan in accordance with Section E below, and TCRS agrees to perform those services.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the Parties have agreed and do hereby enter into this Agreement according to the provisions set out herein.

D.
CO-INVESTMENT SERVICES

1. Co-Investment of Assets. Upon transfer of Closed Pension Plan Assets to TCRS, TCRS, through the Tennessee Treasury Department, shall, at its sole discretion and without consulting with Political Subdivision, co-invest the Assets with the pension plan assets of TCRS in conformity with the Trust Declaration, TCRS Policy and applicable federal securities laws, rules and regulations.

2. Transfer of Assets. Political Subdivision acknowledges and agrees that only cash and Eligible Assets of the Closed Pension Plan can be transferred to TCRS, and that Political Subdivision shall remain responsible for the fees and costs associated with the transfer of Assets to TCRS. The Assets shall be transferred as follows: *(Check each box that applies.)*

   a. ☐ Political Subdivision shall transfer Eligible Assets in-kind in a form, in such manner and on such date(s) as mutually agreed upon by the Parties. Political Subdivision shall provide TCRS a list of Assets, providing the description, any CUSIP or ticker symbol (if applicable), and quantity. Eligible Assets shall be placed into a separate account with TCRS' master custodian, marked at fair market value in accordance with the Tennessee Treasury Department's valuation policy. The Assets shall then be transferred into TCRS and the net fair market value will be exchanged for units of interest in the Group Trust at the current net asset value ("NAV"), as described in the Group Trust's Disclosure Brochure, which is incorporated herein pursuant to Section D.5 below.

   b. ☒ Political Subdivision shall transfer cash in United States dollars in such manner and on such date(s) as mutually agreed upon by the Parties and the net value will be exchanged for units of interest in the Group Trust at the current net asset value ("NAV"), as described in the Group Trust's Disclosure Brochure, which is incorporated herein pursuant to Section D.5 below.

3. Reporting.

   a. Group Trust Reports. On a quarterly basis (commencing after the end of the calendar quarter immediately following the transfer of Assets to TCRS), a general investment performance report on the Group Trust will be made available on TCRS' internet website. The report will be transmitted electronically by TCRS to Political Subdivision in a TCRS approved format upon the written request of Political Subdivision. In addition, an annual audited financial report pertaining to the Group Trust will be made available to Political Subdivision on TCRS' internet website within a reasonable period after the close of TCRS' fiscal year.

b. Net Asset Value Report. Within a reasonable period after the close of each month (commencing after the end of the month immediately following the transfer of Assets to TCRS), TCRS shall report to Political Subdivision the net asset value of the Closed Pension Plan's interest in the Group Trust, including the number and net asset value of the units held for the account of the Closed Pension Plan. The report shall be provided to Political Subdivision in such manner and in such format as TCRS shall determine in its sole discretion. The unit valuation shall be calculated in accordance with the Group Trust's Disclosure Brochure.

4. Comprehensive Investment Review. At the written request of Political Subdivision, TCRS will meet on an annual basis with representatives of Political Subdivision to provide a comprehensive review of market performances and investment objectives of the Group Trust. Upon receipt of the request, TCRS shall schedule the meeting and provide Political Subdivision with the date of the meeting. The meeting shall be held at such place as shall be mutually agreed to by the Parties.

5. Adoption of Group Trust. Political Subdivision hereby adopts and incorporates by reference into the Closed Pension Plan the terms and conditions of the Trust Declaration and the Group Trust's Disclosure Brochure, as they may be amended from time to time at the sole discretion of TCRS. As promptly as practical, TCRS will provide Political Subdivision with any amendments/updates/revisions to the Trust Declaration and to the Group Trust's Disclosure Brochure, or provide Political Subdivision with notice that such amendments/updates/revisions have been made and the manner by which to locate them.

6. Exclusive Benefit and Prohibited Assignment. Political Subdivision agrees that at no time shall any part of the Closed Pension Plan's interest in the Group Trust be used for, or diverted to, any purpose other than for the exclusive purpose of providing benefits to Members and Beneficiaries of the Closed Pension Plan, including providing such benefits through the funding of the benefits payable to the Members and Beneficiaries and by the payment of reasonable expenses of the Closed Pension Plan. At no time shall Political Subdivision assign any portion of the Closed Pension Plan's equity or interest in the Group Trust.

7. TCRS Responsibility for Assets. Subject to the conditions and limitations set forth herein, TCRS shall be responsible only for the Assets actually received by it hereunder, and shall not be responsible for those assets of the Closed Pension Plan that have not been delivered to and accepted by TCRS. TCRS shall be under no duty or obligation, and shall have no right, to determine the adequacy of or to compute any amount to be paid to it pursuant to the Closed Pension Plan, or to enforce the collection of any sums from Political Subdivision or the Members in the Closed Pension Plan solely by reason of this Agreement. The duties and obligations of TCRS shall be limited to those set forth in this Agreement. Notwithstanding any reference to the Closed Pension Plan, Political Subdivision agrees that TCRS is not a party to the Closed Pension Plan. TCRS shall have only those duties and responsibilities as set forth in this Agreement (determined without regard to the terms of the Closed Pension Plan).

8. Administration and Fiduciary of Closed Pension Plan. TCRS shall not be responsible for the interpretation of the Closed Pension Plan, including, without limitation, the determination of participation rights of any person and the determination of benefits or

rights of any person having or claiming any interest in or benefit under the Closed Pension Plan. Unless Section E is selected in Section A above, TCRS shall not be responsible for any portion of the administration of the Closed Plan and Political Subdivision shall continue to administer the Closed Pension Plan. If Section E is selected in Section A above, TCRS' responsibility for the administration of the Closed Plan shall be limited to the provisions of this Agreement. Under no circumstances shall TCRS be a trustee or fiduciary of the Closed Plan. Political Subdivision shall remain the trustee and fiduciary of the Closed Pension Plan, and neither the State nor TCRS, or any of its officers, agents, employees or boards shall act as a trustee or be considered the trustee for the Closed Pension Plan.

9. Closed Pension Plan Funding. TCRS shall not be responsible for the adequacy of Political Subdivision or the Closed Pension Plan to meet and discharge any liabilities under the Closed Pension Plan. Political Subdivision shall be solely responsible for funding its Closed Pension Plan in compliance with the provisions of Tennessee Code Annotated, Title 9, Chapter 3, Part 5.

10. Disbursements. Political Subdivision shall be responsible for ensuring that requests made to TCRS for disbursements of the Closed Pension Plan's interest in the Group Trust to and/or for the benefit of the Members and Beneficiaries are made at such times, in such manner, in such amounts, in such form and for such purposes as is allowable under the Closed Pension Plan. Political Subdivision has designated on Attachment 1 to this Agreement, the name(s) of the person(s) authorized to make such requests ("Authorized Person" or "Authorized Persons") and the wiring instructions for the disbursements. Upon receipt of a disbursement request by an Authorized Person, TCRS shall distribute the requested amount from the Closed Pension Plan's interest in the Group Trust as is directed in the disbursement request. TCRS shall be under no duty or obligation under this Agreement or otherwise to make any inquiry or investigation as to whether any direction is made pursuant to the provisions of the Closed Pension Plan. Any such direction from an Authorized Person shall be deemed to include a certification that any payment directed thereby is one that such person is authorized to direct, and TCRS may conclusively rely on such certification without further inquiry. Payment in response to such a direction from an Authorized Person shall be a complete discharge of TCRS of its responsibility for the holding and safekeeping of the funds disbursed and any funds so paid shall no longer be the responsibility of TCRS.

11. Authorized Persons. Each Party hereto has provided to the other Party a list identifying the individuals from whom the other Party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the Party providing such list (referred to individually as an "Authorized Person" or collectively as "Authorized Persons"). Said lists, which are attached hereto as Attachment 1, shall be valid until revoked or amended by further written notice. The Parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.

12. Fees and Expenses. For services rendered under Section D of this Agreement, TCRS shall receive the fees and expenses as set forth in the Group Trust's Disclosure Brochure, as may be amended from time to time at the sole discretion of TCRS. The fees and expenses shall be deducted on a daily basis from the Closed Pension Plan's interest in the Group Trust.

E.
PLAN ADMINISTRATION SERVICES

1. In General. Upon the successful transition and conversion of the applicable data as described in Section E below, TCRS will perform the third-party administration services set forth herein for Political Subdivision's Closed Pension Plan, which services shall be separate and apart from Political Subdivision's participation in TCRS pursuant to Tennessee Code Annotated, Title 8, Chapters 34 through 37. TCRS may, at its sole discretion, provide the services directly to Political Subdivision or through contracts with other providers. Political Subdivision represents and warrants that any former employee who returns to work with Political Subdivision shall not be permitted to join or rejoin as an active member of the Closed Pension Plan.

2. Transition and Conversion of Data; Conversion Testing.

   a. Transition and Conversion of Data. TCRS shall convert the applicable data as described in this Section E below from Political Subdivision's current third-party administrator. Political Subdivision agrees to assist and fully cooperate in the transition to TCRS from its prior record keepers, payroll provider, and/or third-party administrator, if applicable. Political Subdivision acknowledges and agrees that the quality and accuracy of the data provided to TCRS is the sole responsibility of Political Subdivision. TCRS shall not make any determinations as to the accuracy and legitimacy of the data provided. Political Subdivision shall be solely responsible for verifying the accuracy of information transmitted to TCRS and shall notify TCRS of any discrepancies.

   b. Conversion Testing. Once the data is converted to TCRS, TCRS shall test the payroll and ACH file creation process by generating a simulated payroll for the Closed Pension Plan for a prior month and reconciling it with the payroll produced for that month by Political Subdivision's current payroll system.

3. Administration Services.

   a. Plan Identifying Number. TCRS shall designate and provide to Political Subdivision a specific, unique number that the Parties will use for identifying all transactions and communications related to the Closed Pension Plan. The code shall be used to differentiate those transactions and communications from transactions and communications related to Political Subdivision's participation in TCRS pursuant to Tennessee Code Annotated, Title 8, Chapters 34 through 37.

   b. Services. Upon the successful transition and conversion as described in Section E.2 above, TCRS shall provide the following services as selected by Political Subdivision below. (*Check and complete each box that applies. If no Closed Pension Plan administration services are to be performed, do not complete and skip to Section F below*)

      i. ☒ Basic Payroll Services.

         (A) Base Benefit Payments. If selected, TCRS shall make monthly benefit payments to the Recipients on the last business day of the month, which shall represent payment for that month. Political Subdivision shall be responsible for notifying Recipients if the payment on the last day of the month is different from the current payment timing. The payments shall not include any cost-of-living adjustments made to the benefit after TCRS commences performing the services under this Section E.3.b.i, unless Political Subdivision selects that service as provided in Section E.3.b.ii below.

(B) Method of Payment. Political Subdivision acknowledges and agrees that TCRS will remit the benefit payments by electronic funds transfer through either ACH transactions or payments to a debit card. If the Closed Pension Plan currently pays its Recipients by check, Political Subdivision shall be responsible for working with the Recipients to transition them to either ACH or debit cards prior to initial payment by TCRS. TCRS shall manage the tax withholding, electronic funds transfer information and benefit payment history of benefits paid by TCRS hereunder.

(C) Benefit Calculation Responsibility. Political Subdivision shall remain responsible for performing the final monthly benefit calculation for any Member who is formally retiring from the Closed Pension Plan and for any Beneficiary of a deceased non-retired Member. Should Political Subdivision contract with a vendor to calculate the benefits ("Calculation Vendor"), Political Subdivision shall sign an Authorization to Communicate form authorizing the communication and exchange of information between TCRS and Calculation Vendor. Unless Political Subdivision elects to have TCRS perform the benefit estimate calculations as provided in Section E.3.b.v, Political Subdivision shall remain responsible for those calculations.

(D) Certification of Benefit Amount. The amount of any benefit payment to which a Recipient is entitled shall be Certified by Political Subdivision or Calculation Vendor, whichever is applicable, and provided to TCRS. If a benefit calculation changes for any reason other than through a cost-of-living adjustment, Political Subdivision or Calculation Vendor, whichever is applicable, shall provide TCRS the newly calculated benefit by the 10th day of the month in which the change is to be effective. TCRS shall designate the manner and format by which the benefit amount is to be communicated to TCRS. Should TCRS not receive the Certified calculated benefit amount by the 10th day of the month in which the payment is due, Political Subdivision shall notify the Recipient to explain the reason for the delay and to direct Recipient to communicate any questions and concerns to Political Subdivision.

(E) Payroll Deductions.

I. Types of Deductions. Subject to Section E.3.b.i(E)(II) below, TCRS shall be responsible for deducting from the benefit payments the following obligations of the Recipient:

- Federal income tax withholding;
- Insurance premiums for insurance coverage provided by Political Subdivision to the Recipients;
- Alternate payee payments pursuant to a qualified domestic relations order;
- Court ordered child support;
- Chapter 13 bankruptcy levies; and
- Tax levies.

II. Conditions of Deductions. In order for TCRS to make the above deductions, Political Subdivision must provide TCRS with a Certified copy of each Recipient's Withholding Certificate for Pension or Annuity Payments, and a Certified document, which lists for each Recipient (i) the types of other deductions, (ii) the amount of each deduction, and (iii) the first and last month of each deduction. TCRS must receive the information by no later than the 10th day of the month in which the deduction is to be made. Political Subdivision shall be solely responsible for notifying TCRS should the amount of any deduction change, or be suspended. Should TCRS not receive the information by the 10th day of the month in which the deduction is to be made, changed or suspended, Political Subdivision shall notify the applicable person or entity to explain the reason for the delay and to direct that person or entity to communicate any questions and concerns to Political Subdivision.

Political Subdivision shall further be responsible for reviewing any qualified domestic relations order, child support order, bankruptcy levy or tax levy received on a Recipient to ensure that the order or levy complies with applicable state and federal law. As provided in Section K.11 below, TCRS shall have the right to conclusively rely upon the accuracy and completeness of the Certified document.

III. Remittance of Deductions. TCRS shall remit the deductions to Political Subdivision each month after payroll. The remittance shall be accompanied with a report that itemizes the amount per Recipient. Political Subdivision shall be responsible for remitting the federal taxes withheld to the Internal Revenue Service ("IRS") using Political Subdivision's employer identification number, and for remitting any other deductions to the appropriate person or entity. TCRS shall also generate the 1099-Rs at the end of each year that will cover the period for which TCRS made the payments and send them to the Recipients. TCRS shall further provide to Political Subdivision an annual 1099-R distribution report of TCRS generated and distributed 1099-Rs for Political Subdivision to file with the IRS. Notwithstanding the above, TCRS shall be responsible for making payments to alternate payees pursuant to Certified qualified domestic relations orders.

(F) Customer Service. TCRS shall provide Recipients access to customer service representatives from 8:00 a.m. to 4:30 p.m. (CST) who will answer

Recipient questions regarding tax withholding, changes in electronic funds transfer of benefits, address changes, and 1099-Rs issued or to be issued to the Recipient by TCRS. TCRS will not answer questions regarding the manner by which the Recipient's benefits were calculated. TCRS shall direct the Recipient to contact Political Subdivision. Recipient inquiries relating to the prior third-party administrator shall remain the responsibility of Political Subdivision. TCRS shall further provide Recipients with online self-service through TCRS' member self-service portal for the purpose of allowing Recipients (i) to make address changes, changes in tax withholding, changes in electronic funds transfer of benefits, and beneficiary changes (as allowable under the Closed Pension Plan), and (ii) to view 1099-Rs issued by TCRS.

(G) <u>Reserves Required for Payment</u>. Notwithstanding any provision of this Agreement to the contrary, TCRS shall not be liable for the payment of any retirement benefit or other payment on account of a Recipient for which a reserve has not been previously created or has not been properly funded by Political Subdivision or the Member. A benefit or other payment owed to a Recipient shall not be paid if Assets credited to the Plan are not equal to or greater than the payment obligation for that month. A retroactive benefit shall be paid upon accumulation of sufficient funds.

(H) <u>Specific Data and Information</u>. Political Subdivision shall provide to TCRS a Certified document of all Recipients actively receiving payments from the Closed Plan as of the effective date of this Agreement. The information shall be provided in the format(s) and at the time(s) designated by TCRS. The Certified document shall include for each Recipient the Recipient's (i) name, (ii) social security number, (iii) address, (iv) date of birth, (v) Withholding Certificate for Pension or Annuity Payments, (vi) date Member joined the Closed Plan, and (vii) Beneficiary designee and the Beneficiary's address and social security number if available. The document shall also include for each Recipient (i) the current benefit amount payable, (ii) withholding(s) and any deductions as described in Section E.3.b.i(E)(I) above, (iii) benefit payment instructions such as bank account information in case the payments are being made by electronic means, and (iv) such other materials, documents and information as may be necessary or desirable for TCRS to provide the services set forth in this Section E.3.b.i.

The information described in this Paragraph (H) above shall be provided to TCRS by no later than the 10^{th} day of the month for any Member or Beneficiary who is to become a Recipient that month. Should TCRS not receive the information by the 10^{th} day of the month in which the payment is due, Political Subdivision shall notify the Member or Beneficiary, whichever is applicable, to explain the reason for the delay and to direct the Member or Beneficiary to communicate any questions and concerns to Political Subdivision.

ii. ☒ <u>Payroll Services to Include Cost-of-Living Adjustments.</u>

(A) Cost-of-Living Adjustments. If selected, TCRS shall make monthly benefit payments to the Recipients, which shall include any cost-of-living adjustments provided for by the Closed Plan. Payments shall be made in accordance with and subject to all the provisions of Section E.3.b.i.

(B) Specific Data and Information. The amount of any cost-of-living adjustment to which a Recipient is entitled shall be Certified by Political Subdivision or Calculation Vendor, whichever is applicable, and provided to TCRS by no later than the 10th day of the month in which the adjustment is to be made. TCRS shall designate the manner and format by which the adjustment is to be communicated to TCRS. Should TCRS not receive the Certified adjustment amount by the 10th day of the month in which the payment is due, Political Subdivision shall notify the Recipient to explain the reason for the delay and to direct Recipient to communicate any questions and concerns to Political Subdivision.

iii. ☐ Prospective Employer Reporting Account Maintenance; Member Refunds.

(A) Prospective Employer Reporting Account Maintenance. If selected, TCRS shall provide prospective employer reporting account maintenance and associated Member refund services commencing upon TCRS' successful receipt of a completed initial employer file from Political Subdivision as described in Subdivision (B) below. Unless Section E.3.b.iv is selected below, Political Subdivision shall remain responsible for the maintenance of all the data and information specified in Subdivision (B) below for periods occurring prior to, and not included in, the initial employer file.

(B) Specific Data and Information. Political Subdivision shall provide to TCRS a Certified employer file before the 10th day of each month. The file shall include for each active Member of the Closed Pension Plan the Member's (i) name, (ii) social security number, (iii) address, (iv) date of birth, (v) employment begin date, (vi) employment end date, if applicable, (vii) service credit earned during the previous month, (viii) salary received during the previous month, and (ix) position status such as full-time, part-time, seasonal and the like. The file shall also include for each active Member of the Closed Plan the employee contributions, if any, deducted from the Member's salary during the previous month and whether those contributions were made on a pre-tax or post-tax basis. The file shall further include (i) the amount of the employer contributions to be made by Political Subdivision to the Closed Plan for the previous month and whether those contributions are considered "picked-up" under Code Section 414(h), and (ii) any other information as may be necessary or desirable for TCRS to provide the services set forth in this Section E.3.b.iii. The file shall be provided through TCRS' employer self-service in the format designated by TCRS.

On or before the date the initial employer file is submitted to TCRS, Political Subdivision shall provide to TCRS a Certified copy of each active Member's beneficiary designation. Political Subdivision shall be responsible for promptly submitting to TCRS any changes in a Member's beneficiary designation.

(C) Transmission of Contributions with Monthly Employer File. At the time of transmitting the employer file as provided in Subdivision (B) above, Political Subdivision shall remit to TCRS the amount of employer and employee contributions owed to the Closed Plan. The remittance shall be accomplished through TCRS' employer self-service, which will allow TCRS to create an ACH debit to withdraw the contributions from Political Subdivision's bank account as designated by Political Subdivision in employer self-service. TCRS shall not be responsible for insufficient funds fees if Political Subdivision has not properly funded its designated bank account.

(D) Fee for Delinquent Reporting of Data and Payment of Contributions. Political Subdivision shall be assessed a late fee for delinquent forwarding of the data described in Subdivision (B) above and/or for the failure to pay the full amount of contributions as provided in Subdivision (C) and in Tennessee Code Annotated, Title 9, Chapter 3, Part 5. The fee shall be added to the contributions in the amount of five and one-half percent (5.5%), if the failure is not more than thirty (30) days, with an additional five percent (5%) for each additional thirty (30) days or fraction thereof, during which the failure continues, not to exceed twenty-five percent (25%) in the aggregate. The fee imposed under this subsection (D) shall in no case be less than twenty-five dollars ($25.00), if the failure is not more than thirty (30) days, with an additional twenty-five dollars ($25.00) for each additional thirty (30) days, or fraction thereof, during which the failure continues, not to exceed one hundred fifty dollars ($150) in the aggregate. The fee may be waived by the TCRS Director upon presentation of adequate documentation from Political Subdivision indicating the data and/or payment was late because of a unique problem or situation. Any fee assessed under this Subdivision (D) shall be credited to the state accumulation fund pursuant to Tennessee Code Annotated, Section 8-37-301.

(E) Member Refunds.

I. If permitted by the terms of the Closed Pension Plan (as determined and communicated by Political Subdivision), TCRS shall process refund applications completed by Members who have terminated service with Political Subdivision. The refund shall equal the amount of the Member's employee contributions, plus any applicable interest, credited to the Member's Closed Pension Plan account maintained by TCRS. Any refund application must be Certified by Political Subdivision. Unless Section E.3.b.iv is selected below, Political Subdivision shall be responsible for processing and paying any contributions and interest credited to the Member's account in the Closed Plan that were not remitted to TCRS as provided in Subdivision (C) above.

II. In the event a Beneficiary of a deceased Member or Recipient is eligible for a refund of any contributions and interest credited to the Member or Recipient's Closed Plan account maintained by TCRS, TCRS shall process the refund. Political Subdivision shall be solely responsible for determining a Beneficiary's eligibility for a refund and communicating the same to TCRS. Any refund application must be Certified by Political Subdivision and be accompanied with a copy of the decedent's death certificate. If the Beneficiary is the decedent's estate, the application must also be accompanied with a copy of the appointment of the administrator or executor of the decedent's estate. Unless Section E.3.b.iv is selected below, Political Subdivision shall be responsible for processing and paying any contributions and interest credited to the Member's or Recipient's account in the Closed Plan that were not remitted to TCRS as provided in Subdivision (C) above.

III. For refunds processed by TCRS pursuant to Paragraphs I and II above, TCRS shall send to the Member or Beneficiary, whichever is applicable, a substitute 1099-R form showing the taxable and nontaxable portions of the refund processed by TCRS and any applicable withholding. **TCRS shall forward to Political Subdivision any withholding taxes. Political Subdivision shall be responsible for remitting the taxes withheld to the IRS.**

(F) <u>Customer Service</u>. TCRS shall provide Members and Beneficiaries access to customer service representatives from 8:00 a.m. to 4:30 p.m. (CST) who will answer Member and Beneficiary questions regarding timing of refunds, tax withholding, and 1099-Rs issued or to be issued to the Member or Beneficiary by TCRS. Member and Beneficiary inquiries relating to refunds issued or to be issued by Political Subdivision shall remain the responsibility of Political Subdivision. TCRS shall further provide active Members with online self-service through TCRS' member self-service portal for the purpose of making beneficiary changes.

(G) <u>Reserves Required for Payment</u>. Notwithstanding any provision of this Agreement to the contrary, TCRS shall not be liable for the payment of any refund or other death benefit on account of a Member or Beneficiary for which a reserve has not been previously created or has not been properly funded by Political Subdivision or the Member. A payment owed to a Member or Beneficiary shall not be paid if Assets credited to the Plan are not equal to or greater than the payment obligation for that month. A retroactive payment shall be paid upon accumulation of sufficient funds.

iv. ☐ <u>Historical Employer Reporting Account Maintenance; Member Refunds</u>.

(A) <u>Historical Employer Reporting Account Maintenance</u>. If selected, TCRS shall provide historical employer reporting account maintenance and associated Member refund services upon the successful transition and conversion of the data described in Paragraph B below. The refund services shall be provided in accordance with and subject to all the provisions of Section E.3.b.iii.

(B) Specific Data and Information. Political Subdivision shall provide to TCRS the data and information described in Section E.3.b.iii(B) above. In addition, Political Subdivision shall provide to TCRS a Certified document setting forth for each active and inactive Member of the Closed Pension Plan the following historical data ***(by month)***: (i) the amount of service credit earned, (ii) salary received, (iii) position status such as full-time, part-time, seasonal and the like, (iv) the amounts and dates of any previous refunds of employee contributions and applicable interest, and (v) any other information as may be necessary or desirable for TCRS to provide the services set forth in this Section E.3.b.iv. The additional documentation shall be Certified and provided in the manner and in the format designated by TCRS.

(C) Customer Service. TCRS shall provide both active and inactive Members with online self-service through TCRS' member self-service portal for the purpose of making beneficiary changes.

v. ☒ Benefit Estimate Calculation Services.

(A) Benefit Estimate Calculations. If selected, TCRS shall be responsible for calculating estimates of monthly benefits that may be owed to a Member or Beneficiary of the Closed Pension Plan. Political Subdivision shall provide to TCRS a Certified document that contains the processes in which to perform the benefit calculations, including the option factors used for calculating survivorship options. As provided in Section K.11 below, TCRS shall have the right to conclusively rely upon the accuracy and completeness of the Certified document. Notwithstanding this Paragraph, Political Subdivision shall remain responsible for performing the final monthly benefit calculation for any Member who is formally retiring from the Closed Pension Plan and for any Beneficiary of a deceased non-retired Member.

(B) Customer Service. TCRS shall provide Members access to customer service representatives from 8:00 a.m. to 4:30 p.m. (CST) who will answer Member questions concerning the benefit estimate calculations performed by TCRS hereunder. Member inquiries relating to calculations not performed by TCRS shall remain the responsibility of Political Subdivision.

(C) Specific Data and Information. Political Subdivision shall provide to TCRS the data and information described in Sections E.3.b.i through E.3.b.iv above, and such other materials, documents and information as may be necessary or desirable for TCRS to provide the services set forth in this Section E.3.b.v.

vi. ☐ Member Annual Statements.

If selected, TCRS shall provide annual statements to Members provided that, Political Subdivision also elects to have TCRS perform the prospective and historical employer reporting account maintenance services under Sections E.3.b.iii and E.3.b.iv. The annual statements will include the respective Member's service credit, salary and employee contribution information as of the previous June 30th. The Statement will also include the Member's estimated projected monthly benefit if TCRS provides benefit estimate calculations as provided in Section E.3.b.v, or if Political Subdivision or Calculation Vendor provides TCRS with the Certified estimated projected benefit. TCRS shall further provide Members with online self-service through TCRS' member self-service portal for the purpose of viewing or downloading their annual statements.

vii. Change in Scope of Services. Political Subdivision may, with written notice to TCRS, request additional services that are not otherwise covered under this Agreement provided that the addition of such services is a logical extension of this Agreement. After receipt of a written request for additional services from Political Subdivision, TCRS shall respond to Political Subdivision advising as to whether TCRS will agree to perform the services and, if so, provide to Political Subdivision a written proposal for performing or otherwise completing the service. Said proposal must specify:

(A) The effect, if any, of implementing the requested service(s) on all other services required under this Agreement;

(B) The specific effort involved in completing the services(s);

(C) The expected schedule for completing the services(s), if applicable; and

(D) The expected cost for the services(s).

TCRS shall not perform any additional service until Political Subdivision has approved the proposal. If approved, Political Subdivision's duly authorized representative shall sign the proposal, and it shall constitute a Memorandum of Understanding ("MOU") between the Parties and shall be incorporated, hereby, as a part of this Agreement. Subsequent to Political Subdivision's approval of an MOU, TCRS shall perform the additional service(s).

4. Actuarial Services. Political Subdivision acknowledges and agrees that Political Subdivision shall be solely responsible for all actuarial services with respect to the Closed Pension Plan including, but not limited to, experience and actuarial studies, and any applicable Governmental Accounting Boards Statement ("GASB") reports. TCRS shall provide any applicable Closed Pension Plan data to Political Subdivision or its vendor within thirty (30) days upon request in a format designated by TCRS.

5. Political Subdivision's Closed Pension Plan Provisions.

a. Plan Document. Political Subdivision understands and acknowledges that neither the State nor TCRS, or any of its officers, agents or employees are responsible, nor will Political Subdivision hold the State, TCRS, or any of its officers, agents or employees responsible, for any disqualification, penalties, or any other liabilities associated with its Closed Pension Plan. Political Subdivision further recognizes TCRS provides plan administration services based on the information Political Subdivision provides.

TCRS will not advise on the prior, current, or future qualification status of the Closed Pension Plan.

b. Plan Amendment. TCRS shall approve in writing any proposed amendment(s) made by Political Subdivision to its Closed Pension Plan. Should TCRS not approve Political Subdivision's proposed Plan amendment, Political Subdivision may terminate this Agreement pursuant to Section J of this Agreement.

c. Disclosure to Plan Members and Recipients. Political Subdivision shall remain responsible for communicating to Members and Recipients all information required by its Closed Pension Plan and applicable laws concerning the Plan, including, without limitation, its summary plan descriptions, summaries of materials, and notices of material.

d. Plan Interpretation. Political Subdivision shall be responsible for (i) deciding all questions as to eligibility and entitlement to a benefit and the benefit formula amount; (ii) reviewing and making a final decision on an appealed benefit claim; (iii) interpreting Plan provisions for resolving any inconsistency or ambiguity; and (iv) amending the terms of its Plan to correct any error or oversight and to otherwise maintain the qualified status of its Plan.

e. Legal Advice. Political Subdivision understands and acknowledges that neither the State nor TCRS, or any of its officers, agents or employees shall provide legal advice to Political Subdivision, its Members or Recipients pursuant to this Agreement.

f. Political Subdivision Contacts. Political Subdivision shall designate a central point of contact with Political Subdivision who shall assist TCRS in coordinating the implementation and administration of the services that TCRS is to perform under this Section E. Political Subdivision shall further designate one or more persons authorized to act for and on behalf of Political Subdivision relative to transmitting instructions, receiving information, interpreting the Closed Plan and performing such other actions as may be necessary or desirable under this Section E. Political Subdivision shall notify TCRS in writing within five (5) Business Days of any changes in its designated contacts.

g. Plan Maintenance. Political Subdivision agrees to maintain knowledge of the federal and state laws, rules and regulations applicable to the Closed Pension Plan and to maintain the Plan in a manner consistent with the applicable requirements of the Code and the regulations promulgated thereunder.

h. Stored Files. Political Subdivision assumes entire responsibility for any loss occasioned by reason of misplaced, lost, damaged, destroyed or stolen files while such files are in the possession, custody or ultimate control of Political Subdivision, or while such files are en route from Political Subdivision or its designee to TCRS.

6. Fees and Expenses; Invoices.

a. Fees and Expenses.

i. Infrastructure/Technology Fee. In consideration of the infrastructure and technology updates TCRS made to its pension administration computer system in order to perform the services hereunder, Political Subdivision shall pay TCRS $3,340.08 per quarter for three (3) years. This fee may be adjusted for any additional updates to the system that are made necessary or desirable by virtue of any subsequent services to be performed by TCRS under Section E.3.b.ii, E.3.b.iv, E.3.b.v or E.3.b.vii. The amount of the adjustment shall be documented through an amendment to this Agreement.

ii. Basic Payroll Services. For the basic payroll services rendered by TCRS under Section E.3.b.i, Political Subdivision shall pay TCRS $17.64 per Recipient each quarter. TCRS may, at its sole discretion, adjust this fee on each July 1 by providing Political Subdivision with advance notice of the adjustment.

iii. Payroll Services to Include Cost-of-Living Adjustments. If Political Subdivision elects to have TCRS perform payroll services that include cost-of-living adjustments as described in E.3.b.ii, Political Subdivision shall pay TCRS such amount, if any, as shall be mutually agreed to by the Parties. The amount shall be documented through an amendment to this Agreement.

iv. Prospective Employer Reporting Account Maintenance; Member Refunds. For the prospective employer reporting account maintenance and member refunds rendered by TCRS under Section E.3.b.iii, Political Subdivision shall pay TCRS a fee per active Member each quarter. The fee shall be based on TCRS' actual administrative costs associated with all employees of all employers who were reported to TCRS during the previous quarter less the fees paid by Political Subdivision during the previous quarter pursuant to Sections E.6.a.i and E.6.a.ii above. TCRS shall notify Political Subdivision of the current fee prior to billing Political Subdivision for that fee. TCRS may, at its sole discretion, adjust this fee each quarter by providing Political Subdivision with advance notice of the adjustment.

v. Historical Employer Reporting Account Maintenance; Member Refunds. If Political Subdivision elects to have TCRS perform the historical employer reporting account maintenance and member refunds as described in E.3.b.iv, Political Subdivision shall pay TCRS such amount, if any, as shall be mutually agreed to by the Parties. The amount shall be documented through an amendment to this Agreement.

vi. Benefit Estimate Calculation Services. If Political Subdivision elects to have TCRS perform the benefit calculation services as described in E.3.b.v, Political Subdivision shall pay TCRS such amount, if any, as shall be mutually agreed to by the Parties. The amount shall be documented through an amendment to this Agreement.

vii. Member Annual Statements. If Political Subdivision elects to have TCRS provide annual statements to Members pursuant to Section E.3.b.vi, Political Subdivision shall pay TCRS such amount, if any, as shall be mutually agreed to by the Parties. The amount shall be documented through an amendment to this Agreement.

b. Invoices and Payments. TCRS shall invoice Political Subdivision for the above fees. Within thirty (30) days after receiving an invoice, Political Subdivision shall pay the fees by either (i) initiating payment to TCRS through the employer self-service module or (ii) authorizing the transfer of the payment from the Closed Pension Plan's interest in the Group Trust.

F.
AGREEMENT TERM

This Agreement shall begin on the effective date specified above and shall continue until terminated as provided in Section J below.

G.
REPRESENTATIONS AND WARRANTIES OF POLITICAL SUBDIVISION

In addition to any other representations and warranties of Political Subdivision as provided herein, Political Subdivision represents and warrants that:

1. The person signing this Agreement for Political Subdivision has been duly and validly authorized to do so on behalf of Political Subdivision;

2. The execution, delivery and performance of this Agreement will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound;

3. The Assets transferred to TCRS pursuant to this Agreement will consist solely of assets of a trust which qualifies under Section 401(a) of the Code, and that in the event that the assets lose such status or the Closed Pension Plan loses its tax exempt status, Political Subdivision shall immediately notify TCRS;

4. It shall take all actions that TCRS, in its discretion, deems necessary for compliance by TCRS with all applicable federal and state laws or for qualification of TCRS for any exemptions from regulation available under those laws, including, but not limited to, the federal Securities Act of 1933, as amended, compiled in 15 U.S.C. § 77a *et seq*., and the Investment Company Act of 1940, as amended, compiled in 15 U.S.C. § 80(a)-1 *et seq*;

5. It (i) has read the TCRS Policy in its entirety, including the history and all amendments; (ii) acknowledges and understands the terms of the TCRS Policy, and (iii) adopts the TCRS Policy (in its current form and any subsequent form adopted by TCRS) for the co-investment of the Assets of the Closed Pension Plan;

6. It has read, and acknowledges and understands Tennessee Code Annotated, Title 9, Chapter 3, Part 5 and Tennessee Code Annotated, Title 8, Chapter 37, Part 1 in their entireties; and

7. It (i) has read the Trust Declaration and the Group Trust's Disclosure Brochure; (ii) and understands the Trust Declaration and the Group Trust's Disclosure Brochure; and (iii) adopts the Trust Declaration and the Group Trust's Disclosure Brochure (in their current form and any subsequent form adopted by TCRS) for the co-investment of the Assets of the Closed Pension Plan.

H.
LIABILITY AND ACKNOWLEDGEMENT

1. Liability. Neither the State nor TCRS, or any of its officers, agents, employees or boards shall incur liability of any nature in connection with any act or omission, made in good faith, in the co-investment of the Closed Pension Plan's Assets, in the administration of this Agreement, or in carrying out any directions by Political Subdivision issued in accordance with this Agreement.

2. Legal Action. If the State or TCRS, or any of its officers, agents, employees or boards are made a party to any legal action regarding the Closed Pension Plan, any and all costs and expenses, including reasonable attorneys' fees, incurred in connection with such a proceeding shall be paid from the Closed Pension Plan's interest in the Group Trust or charged to Political Subdivision, as shall be determined at the sole discretion of TCRS. In the event of any such action, Political Subdivision shall provide all necessary assistance to the State and TCRS in responding to the action. This Section shall not grant Political Subdivision, through its attorneys, the right to represent the State or TCRS in any legal matter, as the right to represent the State or TCRS is governed by Tennessee Code Annotated, Section 8-6-109.

3. Risk Acknowledgment. Neither the State nor TCRS guarantees any specific level of investment performance. Political Subdivision acknowledges that TCRS does not guarantee the results of its investment strategies. Past investment performance history of the investment portfolios, common investment funds or other investment options, is neither an indicator nor a guarantee of future performance.

I.
RECORDS OWNERSHIP AND SECURITY

1. In General. Political Subdivision shall own and have all right, title and interest in and to all information, materials and files, whether in written or electronic form, obtained or created by TCRS in performing the services under this Agreement ("Plan Records"). However, TCRS shall not be restricted in any manner from maintaining upon termination of this Agreement or otherwise any electronic data that was obtained or created by TCRS under this Agreement that is stored on TCRS' computer system or other electronic device. In performing the services under this Agreement, and in the event of any action, suit, investigation or similar proceeding involving TCRS that is brought in connection with the Plan, TCRS shall have full access to the relevant Plan Records and to the fullest extent permitted by law, Political Subdivision shall cooperate fully, and shall cause its officials, officers, employees and agents to cooperate fully, with TCRS in connection with any such action, suit, investigation or similar proceeding.

   Notwithstanding the preceding paragraph, Plan Records shall not include the intellectual property rights relating to the structure and operation of any computer system, software or analytic tools, as are otherwise owned by TCRS or licensed to TCRS by any agent or contractor of TCRS, and utilized or developed by or for TCRS for the administration of the Plan or the Plan Records. Plan Records shall also not include any research, reports, forms, materials, publications, and manuals developed by or for TCRS relating to the administration of pension plans or the co-investment of pension plan assets that are not specific to the Plan.

2. Disaster Recovery. TCRS shall maintain in place a disaster recovery plan for the Plan Records maintained on behalf of Political Subdivision, which shall include necessary steps relating to the storage and/or protection of the Records under all applicable laws and regulations for the time periods required by such laws and regulations.

3. Policies. TCRS, through its internal security, has guidelines and policies to safeguard Political Subdivision's sensitive data, which complies with applicable laws and regulations on the protection of personal information found on Plan Records submitted by Political Subdivision.

J.
TERMINATION

1. Termination for Convenience. Either Party may terminate this Agreement for any reason by giving written notice to the other, at least sixty (60) calendar days before the effective date of termination. The termination notice shall specify the date on which the Agreement shall terminate. If TCRS provides any of the plan administration services described in Section E above, Political Subdivision shall be solely responsible for immediately notifying the Members and Recipients of the termination and the effective date thereof. TCRS reserves the right to review and approve any such communications or notifications made by Political Subdivision.

2. Termination for Cause. If a Party ("Breaching Party") fails to properly perform its obligations under this Agreement, or if a Party materially violates any terms of this Agreement, the other Party ("Non-breaching Party") shall have the right to terminate the Agreement by providing prior written notice to the Breaching Party. The termination notice may specify either that the termination is to be effective immediately or on a date certain in the future. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Agreement, and the Non-breaching Party may seek other remedies allowed at law or in equity for breach of this Agreement. If TCRS provides any of the plan administration services described in Section E above, Political Subdivision shall be solely responsible for immediately notifying the Members and Recipients of the termination and the effective date thereof. TCRS reserves the right to review and approve any such communications or notifications made by Political Subdivision.

3. Transition and Transition Period. Notwithstanding any termination of this Agreement, the provisions of this Agreement shall continue to apply to the extent necessary for the orderly transfer of Assets, and for the transition and conversion of the services provided herein, to Political Subdivision or its designee ("Transition Period"). The Parties shall develop a written transition plan as promptly as possible upon the termination date of this Agreement. The plan may provide for the distribution of the Closed Pension Plan's interest in the Group Trust to be made in cash or in kind or some combination of cash or in kind. TCRS shall make the transfer in accordance with the transition plan and to whomever Political Subdivision designates in writing to TCRS. Political Subdivision agrees to fully cooperate with TCRS in the transition.

4. Continued Validity of Agreement. Termination of this Agreement will not affect (i) the validity of any action taken by TCRS under this Agreement prior to the end of the

Transition Period; (ii) liabilities of, or obligations to, other parties for transactions initiated before the end of the Transition Period; or (iii) Political Subdivision's obligation to pay its fees (pro-rated through the end of the Transition Period), expenses, and/or costs.

K.
MISCELLANEOUS TERMS AND CONDITIONS

1. Modification and Amendment. Except as provided in Section E.3.b.vii, this Agreement may be modified only by a written amendment signed by the Parties hereto.

2. Non-Assignability. No assignment of this Agreement shall be made by the Parties without express written consent between the Parties.

3. Nondiscrimination. Political Subdivision hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Political Subdivision on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Political Subdivision shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4. Strict Performance. Failure by any Party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties hereto.

5. Independent Contractor. The Parties hereto, in the performance of this Agreement, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the Parties hereto that such Parties are independent contracting entities and that nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.

   The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

6. Force Majeure. The obligations of the Parties to this Agreement are subject to prevention by causes beyond the Parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Political Subdivision agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. Political Subdivision acknowledges and agrees that any rights or claims against the State or TCRS, or any of their employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

8. Completeness. This Agreement is complete and contains the entire understanding between the Parties relating to the subject matter contained herein, including all the terms and conditions of the Parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties relating hereto, whether written or oral.

9. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

10. Compliance with Legal Requirements. Political Subdivision agrees to execute any amendments to this Agreement, which in the Chair's sole discretion, is necessary or advisable to reflect changes in the Code and regulations thereunder, Tennessee law, revenue rulings published by the Internal Revenue Service, including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Closed Pension Plan and TCRS.

11. Right to Rely. TCRS shall have the right to conclusively rely upon the accuracy and completeness of all data and other information supplied by or on behalf of Political Subdivision by an Authorized Person. TCRS shall have no duty to verify or crosscheck any such information. TCRS shall have the authority to assess and collect a fee from Political Subdivision should any such information prove to be inaccurate resulting in TCRS devoting additional time to provide its services. TCRS shall not incur any liability in acting upon any notice, Certified document or list, request, signed letter, or other paper or document believed by TCRS to be genuine or to be executed or sent by an Authorized Person, or by Political Subdivision.

12. Enforcement of Agreement. Political Subdivision agrees it shall be liable for the reasonable cost of attorneys for TCRS to enforce the terms of this Agreement.

13. Headings. Section headings of this Agreement are for reference purposes only and shall not be construed as part of this Agreement.

14. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, or email address as

stated below or any other address provided in writing by a Party.

TCRS:

Jamie Wayman, Director
Tennessee Consolidated Retirement System
15th Floor, Andrew Jackson State Office Building
502 Deaderick Street
Nashville, Tennessee 37243
E-mail: jamie.wayman@tn.gov
Telephone: (615) 253-3847

Political Subdivision:

Eric S. Stuckey, City Administrator
109 Third Avenue South
Franklin, Tennessee 37064
E-mail: eric.stuckey@franklintn.gov
Telephone: (615) 791-3217

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the respective dates specified below with effect from the date specified on the first page of this Agreement.

CITY OF FRANKLIN	TENNESSEE CONSOLIDATED RETIREMENT SYSTEM
By: ____________________	By: ____________________
Name: Dr. Ken Moore	Name: David H. Lillard, Jr.
Title: Mayor	Title: State Treasurer & Chair of the Board of Trustees of the Tennessee Consolidated Retirement System
Date: ____________________	Date: ____________________

Approved as to form:

____
Shauna R. Billingsley
Franklin City Attorney

Law Dept. approved (2) 06.25.18

ATTACHMENT 1

AUTHORIZED PERSONS FOR POLITICAL SUBDIVISION

Pursuant to Section D.11 of the Third Party Pension Plan Services Agreement between TCRS and Political Subdivision, Political Subdivision has outlined below the individuals from whom TCRS is authorized to accept any notices, requests, demands, or other advice that may be given under Section D of this Agreement.

Authorized Individual	Contact Number	Email Address
Eric Stuckey	615-791-3217	eric.stuckey@franklintn.gov
Kristine Tallent	615-791-3217	kristine.tallent@franklintn.gov
Mike Lowe	615-791-1457	mikel@franklintn.gov

Pursuant to Section D.11 of the Third Party Pension Plan Services Agreement between TCRS and Political Subdivision, Political Subdivision has outlined below the individuals who are authorized to receive any notices, requests, demands, or other advice that may be given under Section D of this Agreement.

Authorized Individual	Contact Number	Email Address
Eric Stuckey	615-791-3217	eric.stuckey@franklintn.gov
Kristine Tallent	615-791-3217	kristine.tallent@franklintn.gov
Mike Lowe	615-791-1457	mikel@franklintn.gov

The wiring instructions for disbursements pursuant to Section D.10 of the Third Party Pension Plan Services Agreement between TCRS and Political Subdivision are:

(Please refer to Appendix A attached hereto) ______________________________

____

______________________________ ______________________________
Date Effective (Signature of Authorized Officer)

____
(Printed Name and Titled)

ATTACHMENT 1 (Continued)

AUTHORIZED PERSONS FOR TCRS

Pursuant to Section D.11 of the Third Party Pension Plan Services Agreement between TCRS and Political Subdivision, TCRS has outlined below the individuals authorized to provide written and oral instructions, and receive written and oral communications related to any and all securities and investment activities:

Authorized Individual	Contact Number	Email Address
Michael Brakebill, Chief Investment Officer	615-532-1157	michael.brakebill@tn.gov
Derrick Dagnan, Deputy Chief Investment Officer	615-532-1152	derrick.dagnan@tn.gov
Tim McClure, Assistant Chief Investment Officer/State Cash	615-532-1166	tim.mcclure@tn.gov

Pursuant to Section D.11 of the Third Party Pension Plan Services Agreement between TCRS and Political Subdivision, TCRS has outlined below the individuals authorized to provide written and oral instructions, and receive written and oral communications related to all accounting activities:

Authorized Individual	Contact Number	Email Address
Brian Derrick, Director of Accounting	615-532-3840	Brian.derrick@tn.gov
Connie Gibson, Deputy Director of Accounting	615-532-3848	Connie.gibson@tn.gov
Cassandra Esaka, Manager Investment Accounting	615-532-8047	Cassandra.esaka@tn.gov

Date Effective

David H. Lillard, Jr., State Treasurer &
Chair of the Board of Trustees of the
Tennessee Consolidated Retirement System

City of Franklin, Tennessee

CIP FY2019-2028

FY 19 thru FY 28

PROJECTS BY CATEGORY

Category	#	Priority	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Stormwater													
Ralston Creek at Liberty Hills Stream Restoration	SW16001	2	50,000	300,000									350,000
Parkview Drainage Project	SW16002	1					120,000	450,000	1,680,000				2,250,000
100 Block Battle Avenue Drainage Improvements	SW16003	2	1,500,000	350,000									1,850,000
Figuers Drive Area Drainage Improvements	SW16004	1				150,000	400,000	1,296,000					1,846,000
Jordan Branch (Cool Springs E) Stream Restoration	SW16005	4	760,000										760,000
Maplewood Stormwater Project	SW16007	4	500,000	30,000									530,000
Carnton Ln Bridge Replacement	SW16008	4	300,000										300,000
Carlisle HOA Culvert Project	SW19001	3	35,000	500,000									535,000
Fairground Drainage Improvements	SW19002	1			100,000	1,500,000							1,600,000
USACE - HOME RAISING PROJECT	SW19003	2	200,000	2,500,000									2,700,000
West Main Bridge Widening Project	SW19004	3			60,000	395,000							455,000
Stormwater Total			3,345,000	3,680,000	160,000	2,045,000	520,000	1,746,000	1,680,000				13,176,000
GRAND TOTAL			3,345,000	3,680,000	160,000	2,045,000	520,000	1,746,000	1,680,000				13,176,000

Project #	**SW16001**
Project Name	**Ralston Creek at Liberty Hills Stream Restoration**

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	2 Star Project
Status	Funding Obligated

Total Cost $498,400

Description

Stream and Bank Stabilization project on Ralston Creek at Liberty Hills Subdivision.

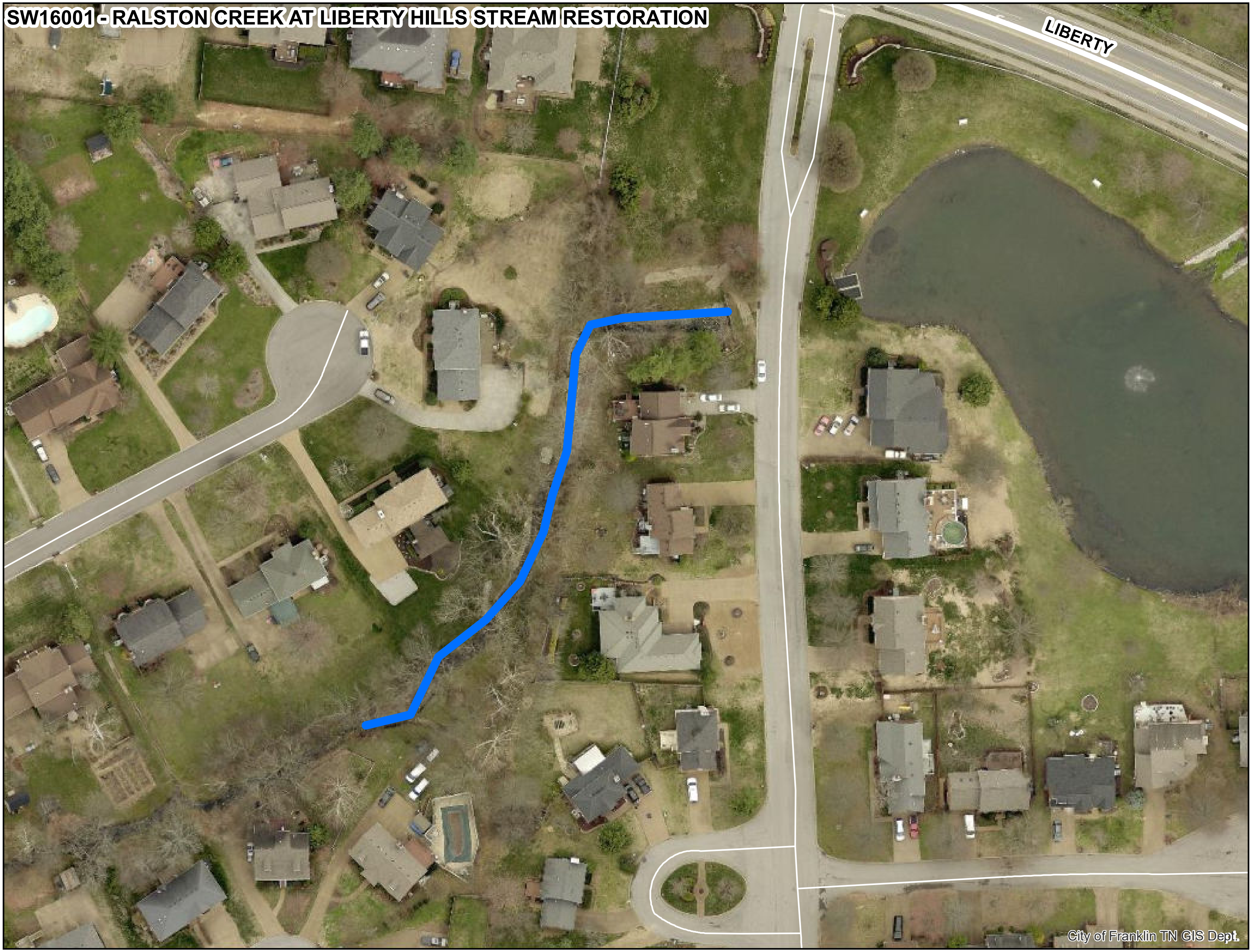
Justification

The City has received a number of complaints from residents in the Royal Oaks Subdivision regarding flooding due to storm water from Ralston Creek overtopping the stream banks. There are also certain areas along Ralston Creek that are experiencing bank failure, some of which the City has attempted to temporarily address until a permanent solution can be determined and installed. The property located 3009 Liberty Hills Drive has lost a significant portion of their back yard and is no experiencing structural cracks within their home.

Prior	Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
148,400	ROW and Easements	50,000										50,000
Total	Construction Engineering / Inspection		50,000									50,000
	Construction		250,000									250,000
	Total	50,000	300,000									350,000

Prior	Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
148,400	Stormwater	50,000	300,000									350,000
Total	**Total**	50,000	300,000									350,000

SW16001 - RALSTON CREEK AT LIBERTY HILLS STREAM RESTORATION



Project # **SW16002**

Project Name **Parkview Drainage Project**

Department	Stormwater
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Stormwater
Priority	1 Star Project
Status	Pending

Total Cost **$2,250,000**

Description

Install drainage infrastructure in the area of Parkview Drive.

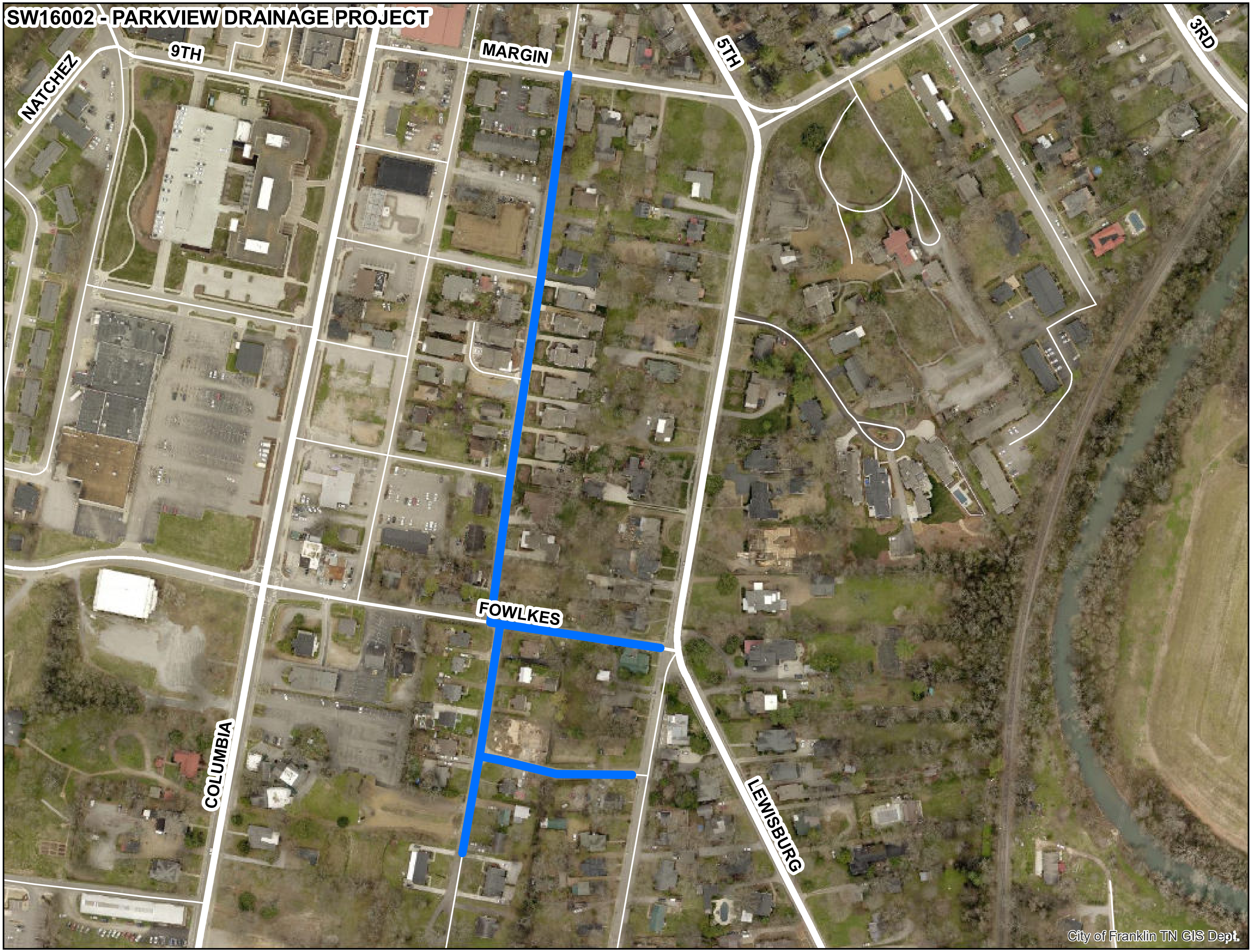
Justification

The existing stormwater system mainly consists of a series of intermittent roadside ditches and culverts. This area has been a problem since the early 90's with no substantial improvements. The roadways lack drainage infrastructure. This infrastructure is needed to help protect against localized flooding during heavy rain events. The installation of stormwater infastructure in the older areas of town should be completed when the Water and Santiary sewer is rehabilitiated.

Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Design/Planning (Professional Services)					120,000						120,000
ROW and Easements						450,000					450,000
Construction Engineering / Inspection							180,000				180,000
Construction							1,500,000				1,500,000
Total					120,000	450,000	1,680,000				2,250,000

Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Stormwater					120,000	450,000	1,680,000				2,250,000
Total					120,000	450,000	1,680,000				2,250,000

SW16002 - PARKVIEW DRAINAGE PROJECT



Project #	**SW16003**
Project Name	**100 Block Battle Avenue Drainage Improvements**

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	2 Star Project
Status	Funding Obligated

Total Cost **$2,087,700**

Description

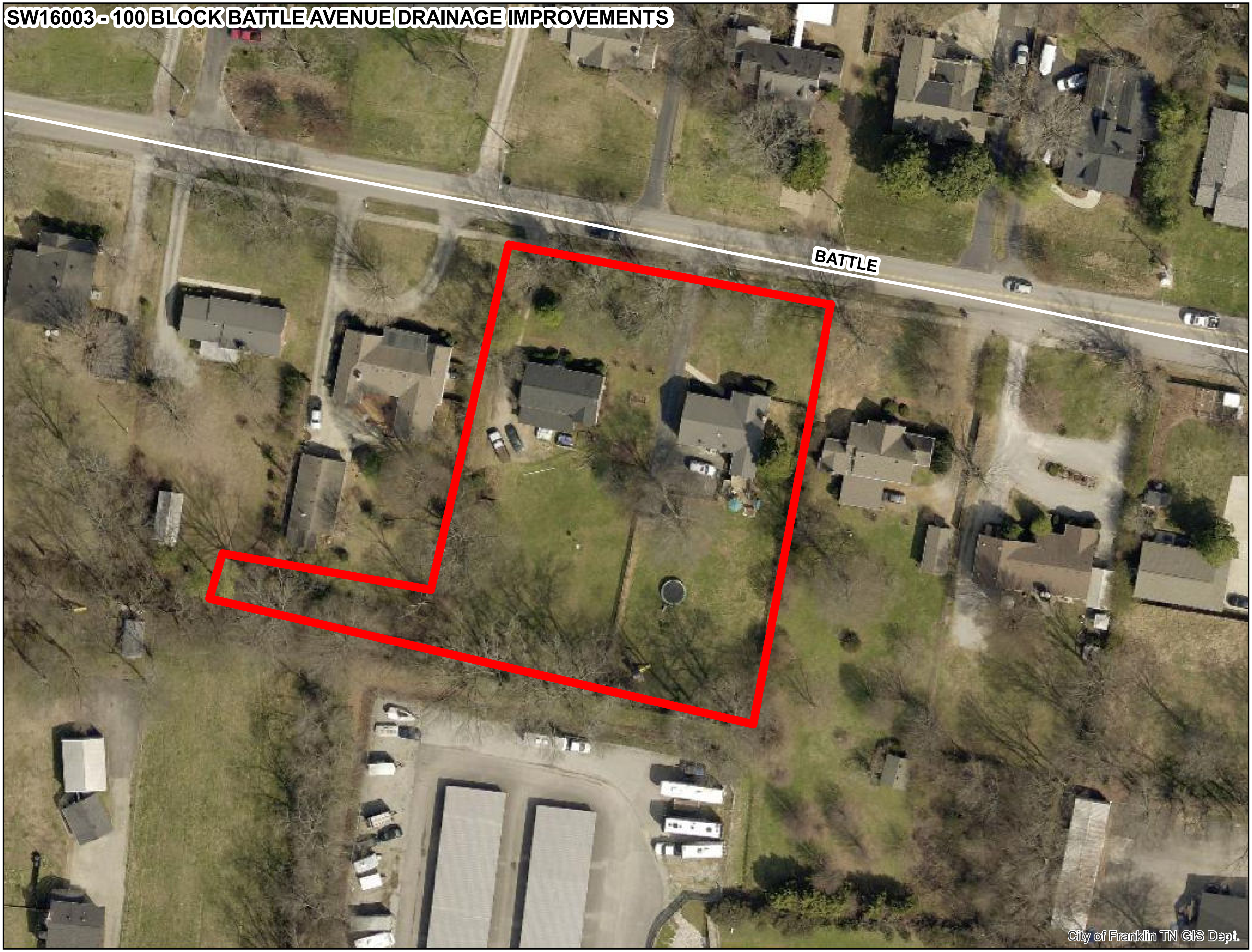
This project includes the construction of a regional detention pond located between 107 Battle Avenue and 101 Fairground Street. This project will include a design for a 100-year storm event and a new stomrwater pump station.

Justification

For years there have been properties in the Battle Avenue area that have experienced localized flooding. 5 properties reported damage during the May 2010 Flood. 3 of the properties had water in the crawl space to the floor framing and t properties had 1-3' of standing water in their finished basement. The impacted properties include 109, 111, 113, 114 and 117 Battle Ave.

Prior	Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
237,700	ROW and Easements	1,500,000										1,500,000
Total	Construction Engineering / Inspection		20,000									20,000
	Construction		330,000									330,000
	Total	1,500,000	350,000									1,850,000

Prior	Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
237,700	Stormwater	1,500,000	350,000									1,850,000
Total	**Total**	1,500,000	350,000									1,850,000


SW16003 - 100 BLOCK BATTLE AVENUE DRAINAGE IMPROVEMENTS
BATTLE
City of Franklin TN GIS Dept.

Project #	**SW16004**
Project Name	**Figuers Drive Area Drainage Improvements**

Department	Stormwater
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Stormwater
Priority	1 Star Project
Status	Pending

Total Cost **$2,083,700**

Description

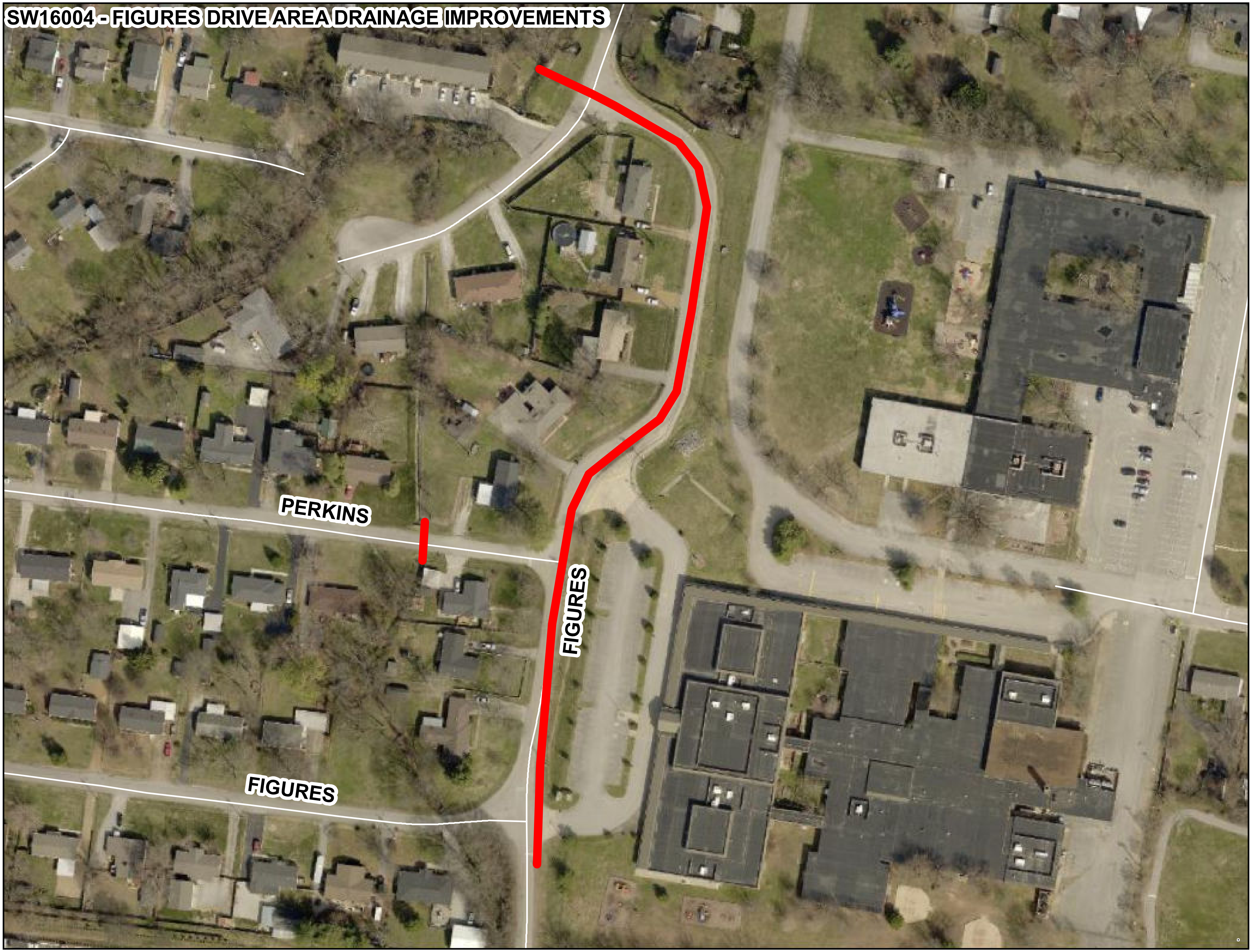
This project includes the installation and upgrade of existing stormwater infrastructure in the Figures Drive Area to include: Channel improvements from Alicia Drive to Figures Drive; Culver upgrades at Perkins Drive and Figures Drive, Diversion Storm Sewer from Figures Dr. to Perkins Dr, Concrete Channel from Perkins Dr. to Alicia Dr and 6x3 RCB at Alicia Dr.

Justification

The City has received a number of recent complaints from residents in the Figures Drive area. Large rain events can cause flooding on the roadway and impact around 5 residential structures. Numerous other properties nad roadways are impacted by nuisance flooding problems associated with lack of infrastructure in the area.

Prior	Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
237,700	Design/Planning (Professional Services)				150,000							150,000
Total	ROW and Easements					400,000						400,000
	Construction Engineering / Inspection						96,000					96,000
	Construction						1,200,000					1,200,000
	Total				150,000	400,000	1,296,000					1,846,000

Prior	Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
237,700	Stormwater				150,000	400,000	1,296,000					1,846,000
Total	**Total**				150,000	400,000	1,296,000					1,846,000


SW16004 - FIGURES DRIVE AREA DRAINAGE IMPROVEMENTS
PERKINS
FIGURES
FIGURES

Project #	SW16005
Project Name	**Jordan Branch (Cool Springs E) Stream Restoration**

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	4 Star Project
Status	Funding Obligated

Total Cost **$1,018,795**

Description

Restore and stabilize banks along Jordan Branch within The Meadow Subdivision located off of Bakers Bridge Avenue.

Justification

The City of Franklin has had complaints for several years regarding erosion of Jordan Branch/Spencer Creek which flows behind several houses before flowing under Cliffe Run in The Meadow Subdivision located off of Bakers Bridge Avenue. Jordan Branch is severely entrenched with eroding and undercut banks. The trees are in danger of falling and could possibly fall on or very near the 18 homes bordering Jordan Branch. Relatively large portions of backyards are likely going to be "uprooted" when the trees fall. Stormwater channels designed to convey flow from the subdivision to the stream are "head-cutting" which is also contributing to the loss of backyards in the form of eroding channels between lots.

Prior	Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
258,795	Construction Engineering / Inspection	60,000										60,000
Total	Construction	700,000										700,000
	Total	760,000										760,000

Prior	Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
258,795	Stormwater	760,000										760,000
Total	**Total**	760,000										760,000

SW16005 - JORDAN BRANCH (COOL SPRINGS E) STREAM RESTORATION

Project #	**SW16007**
Project Name	**Maplewood Stormwater Project**

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	4 Star Project
Status	Pending

Total Cost **$560,640**

Description

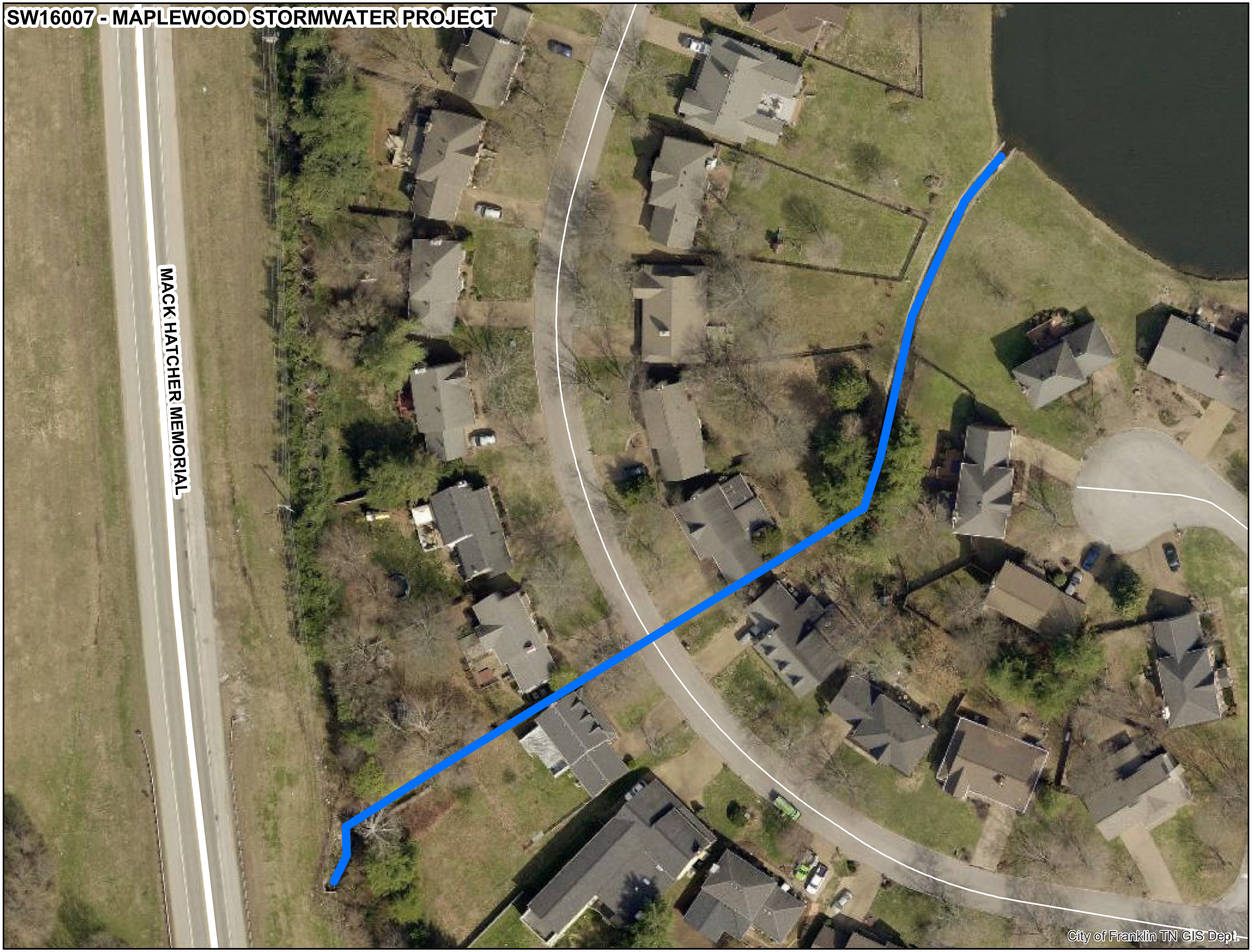
Replace failing 72" CMP within the Maplewood Subdivision.

Justification

72" CMP is failing and is adjacent to homes and under the roadway and numerous utilities.

Prior	Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
30,640	Construction Engineering / Inspection		30,000									30,000
Total	Construction	500,000										500,000
	Total	500,000	30,000									530,000

Prior	Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
30,640	Stormwater	500,000	30,000									530,000
Total	**Total**	500,000	30,000									530,000


SW16007 - MAPLEWOOD STORMWATER PROJECT
MACK HATCHER MEMORIAL
City of Franklin TN GIS Dept.

Project #	SW16008
Project Name	**Carnton Ln Bridge Replacement**

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	4 Star Project
Status	Funding Obligated

Total Cost **$346,049**

Description

Replace CMP bridge located in the Carton Subdivision.

Justification

CMP bridge is currently failing and needs to be replaced.

Prior	Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
46,049	Construction	300,000										300,000
Total	Total	300,000										300,000

Prior	Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
46,049	Stormwater	300,000										300,000
Total	Total	300,000										300,000


SW16008 - CARNTON LN BRIDGE REPLACEMENT
City of Franklin TN GIS Dept.

Project #	**SW19001**
Project Name	**Carlisle HOA Culvert Project**

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	3 Star Project
Status	Active

Total Cost **$553,500**

Description

An existing channel between the Carlisle Subdivision and Founders Point Subdivision has created localized flooding within the Carlisle Subdivision. This project involves piping in the wet weather conveyance located between the Carlisle HOA and Founders Pointe HOA.

Justification

A study completed in 2018 shows that multiple properties are impacted by the 100 yr strom event. One of the properties located in the Carlisle HOA has been flooded at least 3 times since the Carlisle HOA was developed.

Prior	Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
18,500	Design/Planning (Professional Services)	35,000										35,000
Total	ROW and Easements		100,000									100,000
	Construction		400,000									400,000
	Total	35,000	500,000									535,000

Prior	Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
18,500	Stormwater	35,000	500,000									535,000
Total	**Total**	35,000	500,000									535,000

SW19001 - CARLISLE HOA CULVERT PROJECT

Project # **SW19002**

Project Name **Fairground Drainage Improvements**

Department Stormwater
Contact Engineering Director
Type Unassigned
Useful Life 20+
Category Stormwater
Priority 1 Star Project
Status Pending

Total Cost **$1,600,000**

Description

This project include the installation of stomrwater infastructure along Columbia Ave to provide drainage infastructure to Fairgound Street.

Justification

The existing storm water infrastructure is undersized and in need of replacement. This would resolve nuisance flooding and drainage issues in the area.

Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Design/Planning (Professional Services)			50,000								50,000
ROW and Easements			50,000								50,000
Construction Engineering / Inspection				100,000							100,000
Construction				1,400,000							1,400,000
Total			100,000	1,500,000							1,600,000

Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Stormwater			100,000	1,500,000							1,600,000
Total			100,000	1,500,000							1,600,000


SW19002 - FAIRGOUND DRAINAGE IMPROVEMENTS
COLUMBIA
DOWNS

Project #	**SW19003**
Project Name	**USACE - HOME RAISING PROJECT**

Department	Stormwater
Contact	Engineering Director
Type	Unassigned
Useful Life	20+
Category	Stormwater
Priority	2 Star Project
Status	Active

Total Cost **$2,700,000**

Description

Voluntary Program for 26 home raising as identified by the USACE. The project is 65% funded by the USACE and 35% funded by either the City or the Homeowner.

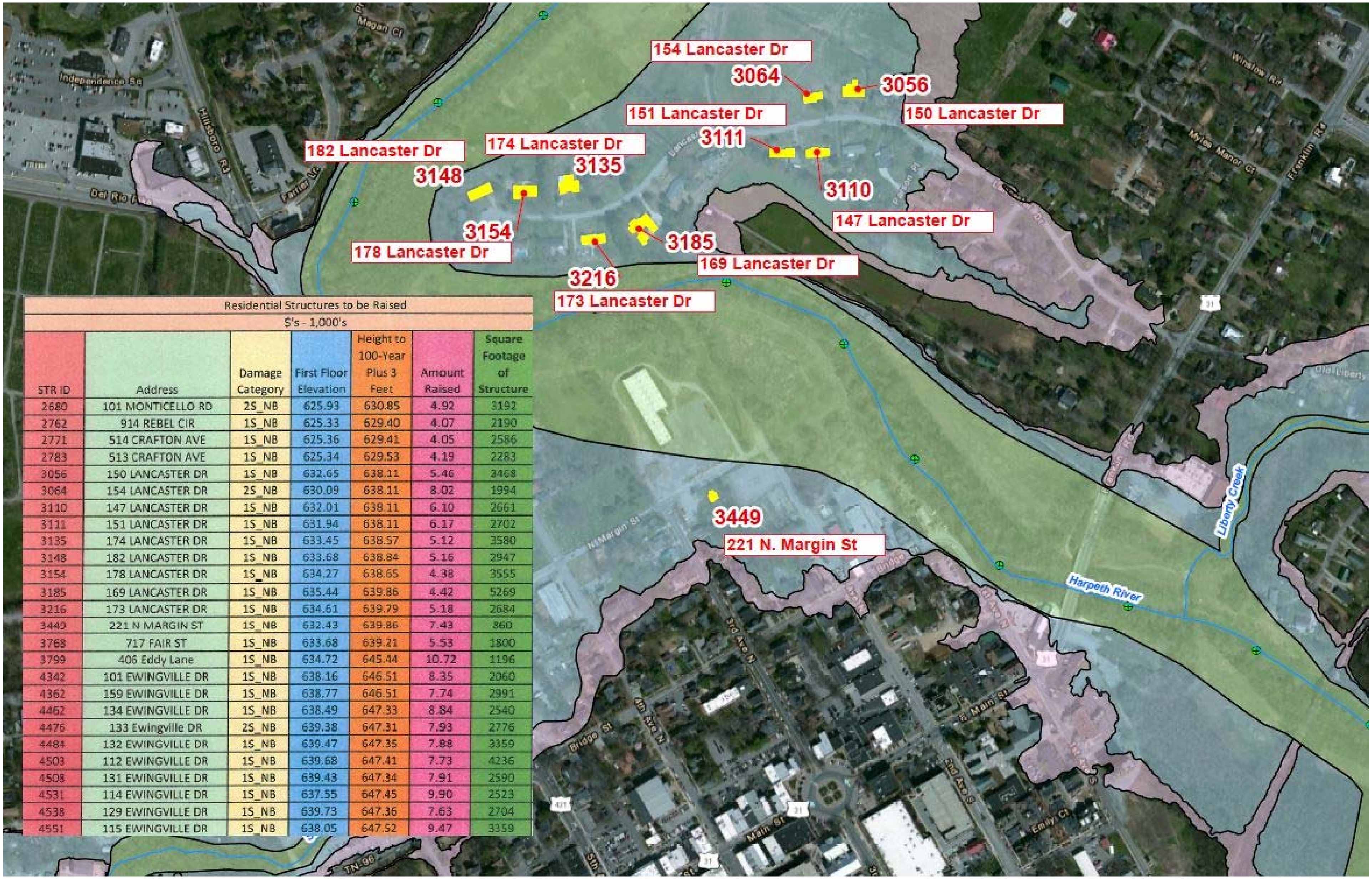
Justification

Following the May 2010 flood event the USACE completing a feasability study to analyze alternative flood risk management options. This is one option that was identified by the USACE.

Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Design/Planning (Professional Services)	200,000										200,000
Construction		2,500,000									2,500,000
Total	200,000	2,500,000									2,700,000

Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Stormwater	100,000	875,000									975,000
Misc. Grant	100,000	1,625,000									1,725,000
Total	200,000	2,500,000									2,700,000

SW19003—USACE Home Raising Project



Residential Structures to be Raised						
$'s - 1,000's						
STR ID	Address	Damage Category	First Floor Elevation	Height to 100-Year Plus 3 Feet	Amount Raised	Square Footage of Structure
2680	101 MONTICELLO RD	2S_NB	625.93	630.85	4.92	3192
2762	914 REBEL CIR	1S_NB	625.33	629.40	4.07	2190
2771	514 CRAFTON AVE	1S_NB	625.36	629.41	4.05	2586
2783	513 CRAFTON AVE	1S_NB	625.34	629.53	4.19	2283
3056	150 LANCASTER DR	1S_NB	632.65	638.11	5.46	3468
3064	154 LANCASTER DR	2S_NB	630.09	638.11	8.02	1994
3110	147 LANCASTER DR	1S_NB	632.01	638.11	6.10	2661
3111	151 LANCASTER DR	1S_NB	631.94	638.11	6.17	2702
3135	174 LANCASTER DR	1S_NB	633.45	638.57	5.12	3580
3148	182 LANCASTER DR	1S_NB	633.68	638.84	5.16	2947
3154	178 LANCASTER DR	1S_NB	634.27	638.65	4.38	3555
3185	169 LANCASTER DR	1S_NB	635.44	639.86	4.42	5269
3216	173 LANCASTER DR	1S_NB	634.61	639.79	5.18	2684
3449	221 N MARGIN ST	1S_NB	632.43	639.86	7.43	860
3768	717 FAIR ST	1S_NB	633.68	639.21	5.53	1800
3799	406 Eddy Lane	1S_NB	634.72	645.44	10.72	1196
4342	101 EWINGVILLE DR	1S_NB	638.16	646.51	8.35	2060
4362	159 EWINGVILLE DR	1S_NB	638.77	646.51	7.74	2991
4462	134 EWINGVILLE DR	1S_NB	638.49	647.33	8.84	2540
4476	133 Ewingville DR	2S_NB	639.38	647.31	7.93	2776
4484	132 EWINGVILLE DR	1S_NB	639.47	647.35	7.88	3359
4503	112 EWINGVILLE DR	1S_NB	639.68	647.41	7.73	4236
4508	131 EWINGVILLE DR	1S_NB	639.43	647.34	7.91	2590
4531	114 EWINGVILLE DR	1S_NB	637.55	647.45	9.90	2523
4538	129 EWINGVILLE DR	1S_NB	639.73	647.36	7.63	2704
4551	115 EWINGVILLE DR	1S_NB	638.05	647.52	9.47	3359

Project # **SW19004**

Project Name **West Main Bridge Widening Project**

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	
Category	Stormwater
Priority	3 Star Project
Status	Pending

Total Cost **$455,000**

Description

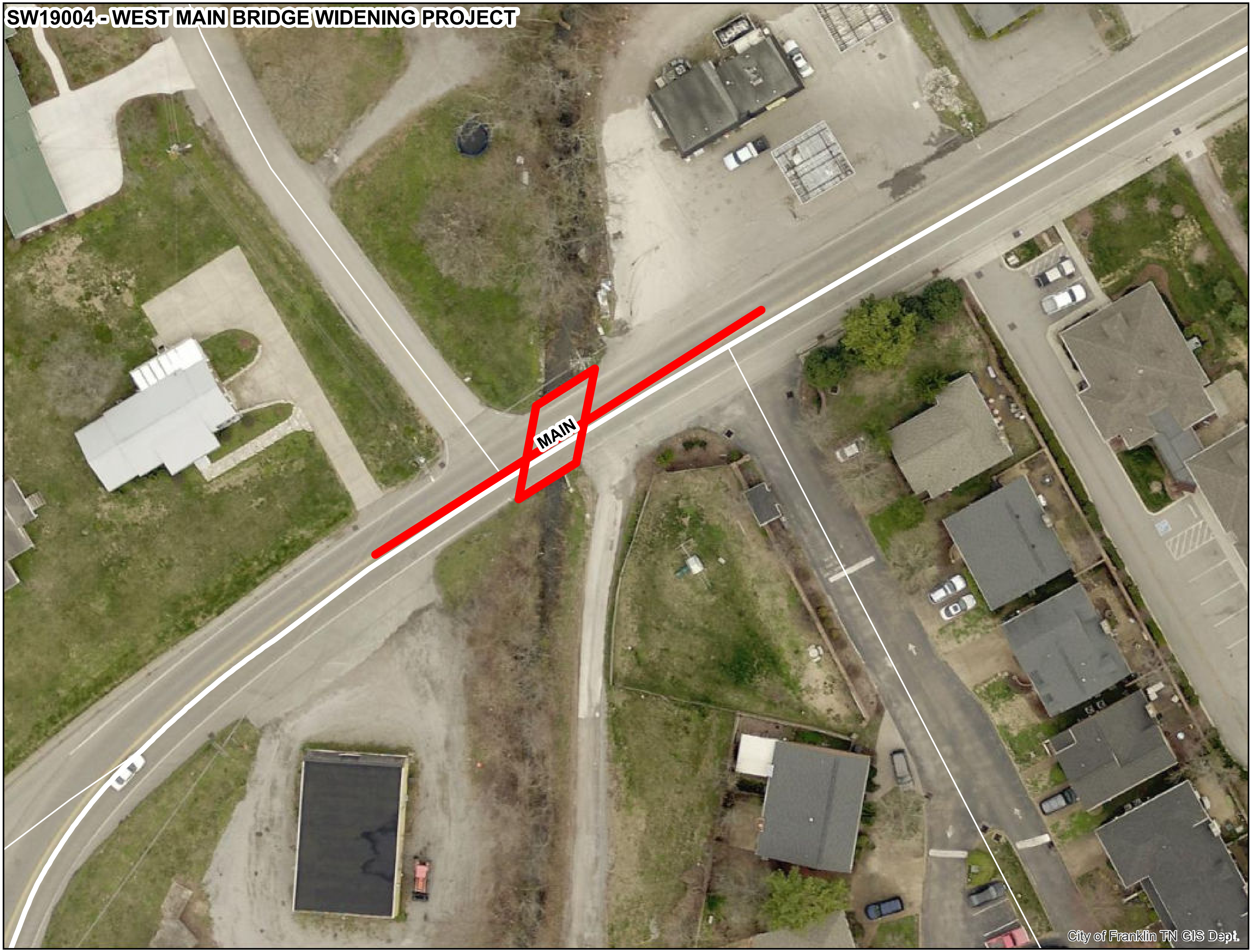
This project includes the widening of the existing bridge to add a shoulder on the north side of the bridge.

Justification

This proejct will improve the saftey of the roadway and provide a sholder for pedestrians to walk / cross the stream as needed.

Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Design/Planning (Professional Services)			60,000								60,000
ROW and Easements				50,000							50,000
Construction Engineering / Inspection				345,000							345,000
Total			60,000	395,000							455,000

Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Stormwater			60,000	395,000							455,000
Total			60,000	395,000							455,000


SW19004 - WEST MAIN BRIDGE WIDENING PROJECT
MAIN
City of Franklin TN GIS Dept.

Stormwater Fund - 10-Year History

as of 6/26/2018

The following table shows the performance of the Stormwater Fund over the ten-year fiscal period from FY 2010 through FY 2019.

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018*	FY 2019*
Beginning Fund Balance	**$ 4,754,751**	**$ 5,407,750**	**$ 6,095,953**	**$ 5,858,322**	**$ 5,615,101**	**$ 5,511,065**	**$ 4,783,235**	**$ 4,873,735**	**$ 4,687,695**	**$ 4,324,344**
+ Revenues	**$ 2,129,259**	**$ 2,271,022**	**$ 2,313,402**	**$ 2,383,896**	**$ 2,340,962**	**$ 2,673,348**	**$ 2,546,681**	**$ 2,590,187**	**$ 2,723,371**	**$ 2,722,281**
- Personnel	$ 647,942	$ 676,390	$ 888,171	$ 903,101	$ 948,571	$ 1,047,100	$ 1,117,849	$ 1,345,213	$ 1,669,235	$ 1,668,528
- Operations	$ 382,660	$ 569,824	$ 513,392	$ 614,311	$ 969,559	$ 591,351	$ 881,055	$ 1,019,534	$ 917,487	$ 913,586
- Capital Outlay	$ 445,658	$ 336,605	$ 1,149,470	$ 1,109,705	$ 526,868	$ 843,587	$ 397,677	$ 411,480	$ 500,000	$ 3,576,000
- Expenditures	**$ 1,476,260**	**$ 1,582,819**	**$ 2,551,033**	**$ 2,627,117**	**$ 2,444,998**	**$ 2,482,038**	**$ 2,396,581**	**$ 2,776,227**	**$ 3,086,722**	**$ 6,158,114**
= Change in Rev. vs. Exp.	$ 652,999	$ 688,203	$ (237,631)	$ (243,221)	$ (104,036)	$ 191,310	$ 150,100	$ (186,040)	$ (363,351)	$ (3,435,833)
= Ending Balance	**$ 5,407,750**	**$ 6,095,953**	**$ 5,858,322**	**$ 5,615,101**	**$ 5,511,065**	**$ 4,783,235**	**$ 4,873,735**	**$ 4,687,695**	**$ 4,324,344**	**$ 888,511**

**Estimates*

Source: City of Franklin, Finance Department. Comprehensive Annual Financial Reports & Annual Operating Budgets.

Stormwater Fund - Forecast 2019-2022

as of 7/10/2018

Budget Summary

The schedule below forecasts the fund balance, revenues and expenses for the Stormwater Fund (Fund 135) from FY 2019 through FY 2022. The schedule assumes nominal revenue growth, but sustained operations with no additional positions and all requested Stormwater-Engineering capital projects.

Unfortunately, revenues are not forecast to keep pace with anticipated/requested capital projects. The total revenues are barely able to keep up with annual operational costs, leaving no money after FY 2019 for additional capital projects. As of the beginning of FY 2019, approximately $3.5 million of fund balance exists for capital projects, but nearly $10.35 million in capital requests ($1.1 million in Streets capital equipment renewal and $9.25 million in Engineering projects) is requested in the near term. Should the City consider authorizing capital projects and expect the Stormwater Fund to fund them, either the current slate of proposed capital projects for FY 2019 will need to be reduced or delayed, the Stormwater Fee will need to be raised, or alternative funding sources found for the projects as shown below.

This schedule has been modified since June 12th to include revised estimates of project costs and Staff Priority rankings.

	Staff Priority	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	Notes
Beginning Balance		**4,324,344**	**2,573,511**	**2,376,750**	**2,156,718**	
Revenues		**2,722,281**	**2,776,727**	**2,832,261**	**2,888,906**	**Assumes 2% growth year over year, but no rate increase**
Personnel		**$ 1,668,528**	**$ 1,755,021**	**$ 1,841,962**	**$ 1,934,060**	**Assumes 5% increase in overall expenses (Wages + Benefits)**
Operations		**$ 913,586**	**$ 938,466**	**$ 960,331**	**$ 979,538**	**Assumes 2% increase in overall expenses annually**
Capital		**$ 1,891,000**	**$ 280,000**	**$ 250,000**	**$ 250,000**	
Streets Capital		$ 331,000	$ 250,000	$ 250,000	$ 250,000	Average Capital exp. for Streets - Stormwater last 3 years
Engineering Capital (Commitments)		$ 1,560,000	$ 30,000	$ -	$ -	Based on projects as listed below
Jordan Branch (Cool Springs E) Stream Restoration	★★★★	$ 760,000	$ -	$ -	$ -	Permits in place, ready to bid out
Maplewood Stormwater Project	★★★★	$ 500,000	$ 30,000	$ -	$ -	Failure and should be done soon
Carnton Ln Bridge Replacement	★★★★	$ 300,000	$ -	$ -	$ -	Failure; Already bid out
Remaining Fund Balance after committed projects		**2,573,511**	**2,376,750**	**2,156,718**	**1,882,027**	
Engineering Capital (Potential Commitments)						
Carlisle HOA Culvert Project	★★★	$ 35,000	$ 500,000	$ -	$ -	
West Main Bridge Widening Project	★★★	$ -	$ -	$ 60,000	$ 395,000	
Ralston Creek at Liberty Hills Stream Restoration	★★	$ 50,000	$ 300,000	$ -	$ -	
100 Block Battle Avenue Drainage Improvements	★★	$ 1,500,000	$ 350,000	$ -	$ -	Under Consideration - BOMA
USACE - Home Raising Project	★★	$ 100,000	$ 875,000	$ -	$ -	COF portion ONLY - Total project cost est. at $2.7M
Fairground Drainage Improvements	★	$ -	$ -	$ 100,000	$ 1,500,000	
Figures Drive Area Drainage Improvements	★	$ -	$ -	$ -	$ 150,000	$400,000 in FY 2023, $1.296M in FY 2024
Total		**1,685,000**	**2,025,000**	**160,000**	**2,045,000**	

Source: City of Franklin, Finance Department - FY 2019 Proposed Operating & Capital Budget and Engineering Department.

Note: State of Tennessee requires minimum fund balance of one month's worth of expenditures. That value is close to $250,000.

RESOLUTION 2018-49

A RESOLUTION TO AWARD THE FY 2019 ON-CALL ANNUAL CONTRACT FOR ASPHALT WORK (COF CONTRACT NO. 2018-0037) TO FOUR STAR PAVING, LLC

WHEREAS, the On-Call Annual Contract for Asphalt Work may be utilized by any City department for the maintenance, modification, or construction of City infrastructure that utilizes asphalt pavement as its primary component; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Asphalt Work generally include the labor, materials, and equipment necessary to perform the work as listed in the contract; and

WHEREAS, on May 11, 2018, sealed bids for the On-Call Annual Contract for Asphalt Work (COF Contract No. 2018-0037) were received by the City's Engineering Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud; and

WHEREAS, after an analysis of the competitive bid process, City staff recommends award of the On-Call Annual Contract for Asphalt Work (COF Contract No. 2018-0037) to Four Star Paving LLC, who is the low bidder, based upon a bid amount of Two Million Six Hundred Fifty Thousand Seven Hundred Thirty-Seven and 50/100 Dollars ($2,650,737.50); and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in association with COF Contract No. 2018-0037 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget or via a separate Resolution or Ordinance; and

WHEREAS, the contract duration and listed unit prices shall be valid through June 30, 2019, at which time the City Administrator may elect to extend the contract duration for one (1) year, with a maximum of two (2) one (1) year extensions, provided the City and Four Star Paving, LLC, agree to the extension.

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

Section 1. Approval is granted to award the FY 2019 On-Call Annual Contract for Asphalt Work (COF Contract No. 2018-0037) to Four Star Paving, LLC.

Section 2. The City Administrator, Assistant City Administrators, and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via the On-Call Annual Contract for Asphalt Work (COF Contract No. 2018-0037).

Section 3. The City Administrator and Assistant City Administrators are hereby authorized to execute change orders to add incidental work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2) one (1) year extensions.

IT IS SO RESOLVED AND DONE on this _____ day of _______________________, 201___.

ATTEST:

By: ___________________________________
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: ___________________________________
Dr. Ken Moore
Mayor

Approved as to Form:

By: ___________________________________
Shauna R. Billingsley, City Attorney

Law Dept. approved 06.19.18

LOCATION:	FRANKLIN, TN
PROJECT:	FY 2019 ON-CALL ANNUAL CONTRACT
PROJ. DESC.:	ASPHALT WORK
COF CONTRACT #:	2018-0037
REVISION DATE:	April 19, 2018

ASPHALT WORK BID TABULATION

ITEM NO.	ITEM DESCRIPTION	NOTE(S)	UNIT	EST. QTY.	ENGINEER'S ESTIMATE		Four Star Paving, LLC		Rogers Group, Inc.		Volunteer Paving, LLC		Tennessee Valley Paving Co., Inc.	
					UNIT PRICE	EXT. AMOUNT	UNIT PRICE	EXT. AMOUNT	UNIT PRICE	EXT. AMOUNT	UNIT PRICE	EXT. AMOUNT	UNIT PRICE	EXT. AMOUNT
104-01.10	ADJUSTMENT OF CASTINGS	1-10	EACH	200	$ 315.00	$ 63,000.00	$ 290.00	$ 58,000.00	$ 175.00	$ 35,000.00	$ 300.00	$ 60,000.00	$ 300.00	$ 60,000.00
202-03.01	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	1-10	S.Y.	1,000	$ 14.00	$ 14,000.00	$ 27.00	$ 27,000.00	$ 7.50	$ 7,500.00	$ 16.91	$ 16,910.00	$ 3.00	$ 3,000.00
202-08.10	REMOVAL OF CURB (EXTRUDED, DETACHED, CURB & GUTTER)	1-10	L.F.	250	$ 11.00	$ 2,750.00	$ 15.00	$ 3,750.00	$ 15.00	$ 3,750.00	$ 16.67	$ 4,167.50	$ 15.00	$ 3,750.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	1-10	C.Y.	500	$ 15.00	$ 7,500.00	$ 3.50	$ 1,750.00	$ 25.00	$ 12,500.00	$ 8.00	$ 4,000.00	$ 9.00	$ 4,500.00
203-05	UNDERCUTTING (UNIT PRICE BID INCLUDES SUITABLE ROCK BACKFILL)	1-10	C.Y.	250	$ 26.00	$ 6,500.00	$ 55.00	$ 13,750.00	$ 40.00	$ 10,000.00	$ 20.00	$ 5,000.00	$ 9.00	$ 2,250.00
208-01	SHOULDERS AND DITCHES	1-10	L.M.	10	$ 753.00	$ 7,530.00	$ 500.00	$ 5,000.00	$ 950.00	$ 9,500.00	$ 1,250.00	$ 12,500.00	$ 500.00	$ 5,000.00
303-01	MINERAL AGGREGATE, TYPE 'A' BASE, GRADING "D"	1-10	TON	500	$ 25.00	$ 12,500.00	$ 10.00	$ 5,000.00	$ 30.00	$ 15,000.00	$ 27.02	$ 13,510.00	$ 20.00	$ 10,000.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22)(BPMB-HM) GRADING B-M2	1-10, 11	TON	500	$ 82.00	$ 41,000.00	$ 78.00	$ 39,000.00	$ 78.00	$ 39,000.00	$ 73.72	$ 36,860.00	$ 74.00	$ 37,000.00
307-01.10	ASPHALT CONCRETE MIX (PG64-22)(BPMB-HM) GRADING C-W	1-10, 11	TON	250	$ 89.00	$ 22,250.00	$ 79.50	$ 19,875.00	$ 87.00	$ 21,750.00	$ 80.05	$ 20,012.50	$ 72.00	$ 18,000.00
307-02.01	ASPHALT CEMENT MIX BASE (PG70-22) BPMB-HM GRADING "A"	1-10, 11	TON	250	$ 73.00	$ 18,250.00	$ 60.00	$ 15,000.00	$ 85.00	$ 21,250.00	$ 68.07	$ 17,017.50	$ 72.00	$ 18,000.00
307-02.08	ASPHALT CONCRETE MIX (PG70-22)(BPMB-HM) GRADING B-M2	1-10, 11	TON	500	$ 79.00	$ 39,500.00	$ 82.00	$ 41,000.00	$ 80.00	$ 40,000.00	$ 78.06	$ 39,030.00	$ 77.00	$ 38,500.00
307-02.10	ASPHALT CONCRETE MIX (PG70-22)(BPMB-HM) GRADING C-W	1-10, 11	TON	250	$ 93.00	$ 23,250.00	$ 87.00	$ 21,750.00	$ 89.00	$ 22,250.00	$ 85.52	$ 21,380.00	$ 77.00	$ 19,250.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	1-10	TON	10	$ 779.00	$ 7,790.00	$ 200.00	$ 2,000.00	$ 650.00	$ 6,500.00	$ 570.00	$ 5,700.00	$ 400.00	$ 4,000.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	1-10	TON	40	$ 37.00	$ 1,480.00	$ 15.00	$ 600.00	$ 55.00	$ 2,200.00	$ 25.56	$ 1,022.40	$ 16.00	$ 640.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	1-10	TON	30	$ 739.00	$ 22,170.00	$ 1,100.00	$ 33,000.00	$ 675.00	$ 20,250.00	$ 777.78	$ 23,333.40	$ 800.00	$ 24,000.00
403-02.01	TRACKLESS TACK COAT (TTC)	1-10	TON	30	$ 856.00	$ 25,680.00	$ 1,100.00	$ 33,000.00	$ 825.00	$ 24,750.00	$ 1,111.11	$ 33,333.30	$ 2,100.00	$ 63,000.00
404-01.01	BITUMINOUS MATERIAL (DBST), SHOULDERS	1-10	TON	10	$ 1,002.00	$ 10,020.00	$ 200.00	$ 2,000.00	$ 825.00	$ 8,250.00	$ 777.78	$ 7,777.80	$ 400.00	$ 4,000.00
404-01.02	MINERAL AGGREGATE (DBST), SHOULDERS	1-10	TON	75	$ 50.00	$ 3,750.00	$ 15.00	$ 1,125.00	$ 55.00	$ 4,125.00	$ 28.40	$ 2,130.00	$ 16.00	$ 1,200.00
411-01.10	ACS MIX (PG64-22) GRADING "D"	1-10, 11	TON	4,000	$ 88.00	$ 352,000.00	$ 94.00	$ 376,000.00	$ 89.00	$ 356,000.00	$ 89.98	$ 359,920.00	$ 78.00	$ 312,000.00
411-01.11	ACS MIX (PG64-22) GRADING "E" RDWY	1-10, 11	TON	4,000	$ 89.00	$ 356,000.00	$ 87.00	$ 348,000.00	$ 83.00	$ 332,000.00	$ 76.87	$ 307,480.00	$ 76.00	$ 304,000.00
411-02.10	ACS MIX (PG70-22) GRADING "D"	1-10, 11	TON	9,000	$ 89.00	$ 801,000.00	$ 102.00	$ 918,000.00	$ 92.00	$ 828,000.00	$ 96.17	$ 865,530.00	$ 84.00	$ 756,000.00
415-01.02 (A)	COLD PLANING BITUMINOUS PAVEMENT (0 to ≤ 3-INCH DEPTH) (UP TO 3" DEPTH)	1-10, 12	TON	150,000	$ 4.00	$ 600,000.00	$ 2.85	$ 427,500.00	$ 3.50	$ 525,000.00	$ 3.53	$ 529,500.00	$ 5.25	$ 787,500.00
415-01.02 (B)	COLD PLANING BITUMINOUS PAVEMENT (> 3-INCH TO ≤ 6-INCH DEPTH)	1-10, 12	S.Y.	25,000	$ 7.00	$ 175,000.00	$ 3.00	$ 75,000.00	$ 7.50	$ 187,500.00	$ 7.59	$ 189,750.00	$ 2.00	$ 50,000.00
502-04.01	SAWING CONCRETE PAVEMENT (FULL DEPTH)	1-10	L.F.	325	$ 12.00	$ 3,900.00	$ 1.00	$ 325.00	$ 10.00	$ 3,250.00	$ 10.00	$ 3,250.00	$ 5.00	$ 1,625.00
716-02.01	PLASTIC PAVEMENT MARKING (4" LINE)	1-10, 13	L.M.	16	$ 3,826.00	$ 61,216.00	$ 4,200.00	$ 67,200.00	$ 3,500.00	$ 56,000.00	$ 3,500.00	$ 56,000.00	$ 4,500.00	$ 72,000.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	1-10, 13	L.F.	500	$ 15.00	$ 7,500.00	$ 21.00	$ 10,500.00	$ 15.00	$ 7,500.00	$ 15.00	$ 7,500.00	$ 20.00	$ 10,000.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	1-10, 13	EACH	25	$ 184.00	$ 4,600.00	$ 210.00	$ 5,250.00	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00	$ 200.00	$ 5,000.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	1-10, 13	L.F.	500	$ 4.00	$ 2,000.00	$ 4.20	$ 2,100.00	$ 2.00	$ 1,000.00	$ 2.00	$ 1,000.00	$ 4.00	$ 2,000.00
716-02.09	PLASTIC PAVEMENT MARING (LONGITUDINAL CROSS-WALK)	1-10, 13	L.F.	350	$ 35.00	$ 12,250.00	$ 36.75	$ 12,862.50	$ 35.00	$ 12,250.00	$ 35.00	$ 12,250.00	$ 35.00	$ 12,250.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	1-10	L.M.	32	$ 1,316.00	$ 42,112.00	$ 2,200.00	$ 70,400.00	$ 850.00	$ 27,200.00	$ 850.00	$ 27,200.00	$ 2,500.00	$ 80,000.00
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	1-10	L.F.	1,000	$ 13.00	$ 13,000.00	$ 10.00	$ 10,000.00	$ 7.00	$ 7,000.00	$ 7.00	$ 7,000.00	$ 10.00	$ 10,000.00
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	1-10	EACH	50	$ 107.00	$ 5,350.00	$ 100.00	$ 5,000.00	$ 50.00	$ 2,500.00	$ 50.00	$ 2,500.00	$ 100.00	$ 5,000.00
				BASE BID TOTALS:		**$ 2,764,848.00**		**$ 2,650,737.50**		**$ 2,652,525.00**		**$ 2,696,314.40**		**$ 2,723,465.00**

RESOLUTION 2018-50

A RESOLUTION TO AWARD THE FY 2019 ON-CALL ANNUAL CONTRACT FOR CONCRETE WORK (COF CONTRACT NO. 2018-0038) TO A JOINT VENTURE BETWEEN M.A.Y. CONSTRUCTION COMPANY, INC. AND TENNESSEE VALLEY PAVING CO., INC.

WHEREAS, the On-Call Annual Contract for Concrete Work may be utilized by any City department for the maintenance, modification, or construction of City infrastructure that utilizes concrete as its primary component; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Concrete Work generally include the labor, materials, and equipment necessary to perform the work as listed in the contract; and

WHEREAS, on May 11, 2018, sealed bids for the On-Call Annual Contract for Concrete Work (COF Contract No. 2018-0038) were received by the City's Engineering Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud; and

WHEREAS, after an analysis of the competitive bid process and the elimination of the apparent lower bidder due to an unbalanced bid, City staff recommends award of the On-Call Annual Contract for Concrete Work (COF Contract No. 2018-0038) to the second low bidder, a Joint Venture between M.A.Y. Construction Company, Inc. and Tennessee Valley Paving Co., Inc., based upon a bid amount of One Million One Hundred Twenty-Six Thousand Five Hundred Fifty and No/100 Dollars ($1,126,550.00); and

WHEREAS, the quantities listed in the bid documents are not guaranteed work and are simply used to obtain an accurate bid comparison; and

WHEREAS, the funding to be authorized for expenditure in association with COF Contract No. 2018-0038 shall be approved by the City of Franklin Board of Mayor and Aldermen as either a part of the City's Annual Operating & Capital Equipment Budget or via a separate Resolution or Ordinance; and

WHEREAS, the contract duration and listed unit prices shall be valid through June 30, 2019, at which time the City Administrator may elect to extend the contract duration for one (1) year, with a maximum of two (2) one (1) year extensions, provided the City and the Joint Venture between M.A.Y. Construction Company, Inc. and Tennessee Valley Paving Co., Inc. agree to the extension.

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

Section 1. Approval is granted to award the FY 2019 On-Call Annual Contract for Concrete Work (COF Contract No. 2018-0038) to the Joint Venture between M.A.Y. Construction Company, Inc. and Tennessee Valley Paving Co., Inc.

Section 2. The City Administrator, Assistant City Administrators, and Department Directors are hereby authorized to review and approve the spending of funds programmed for the construction and maintenance of City infrastructure via the On-Call Annual Contract for Concrete Work (COF Contract No. 2018-0038).

Section 3. The City Administrator and Assistant City Administrators are hereby authorized to execute change orders to add incidental work items to the contract that conform to the original intent of the work as bid.

Section 4. The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2) one (1) year extensions.

IT IS SO RESOLVED AND DONE on this _____ day of ________________________, 201___.

ATTEST:

By: ____________________________________
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: ____________________________________
Dr. Ken Moore
Mayor

Approved as to Form:

By: ____________________________________
Shauna R. Billingsley, City Attorney

LOCATION:	FRANKLIN, TN
PROJECT:	FY 2019 ON-CALL ANNUAL CONTRACT
PROJ. DESC.:	CONCRETE WORK
COF CONTRACT #:	2018-0038
REVISION DATE:	April 19, 2018

CONCRETE WORK BID TABULATION

ITEM NO.	ITEM DESCRIPTION	NOTE(S)	UNIT	EST. QTY.	ENGINEER'S ESTIMATE		Pavement Restoriations, Inc. (PRI)		M.A.Y. Construction Company, Inc. and Tennessee Valley Paving Co., Inc.	
					UNIT PRICE	EXT. AMOUNT	UNIT PRICE	EXT. AMOUNT	UNIT PRICE	EXT. AMOUNT
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	1-10, 11	S.Y.	3,200	$ 19.00	$ 60,800.00	$ 36.00	$ 115,200.00	$ 28.00	$ 89,600.00
202-08.15	REMOVAL OF CURB AND GUTTER (EXTRUDED, DETACHED, COMBINED, ETC.)	1-10, 11	L.F.	1,700	$ 11.00	$ 18,700.00	$ 10.00	$ 17,000.00	$ 15.00	$ 25,500.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	1-10	C.Y.	100	$ 16.00	$ 1,600.00	$ 125.00	$ 12,500.00	$ 25.00	$ 2,500.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	1-10	TON	350	$ 23.00	$ 8,050.00	$ 35.00	$ 12,250.00	$ 30.00	$ 10,500.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	1-10	L.F.	3,500	$ 6.00	$ 21,000.00	$ 5.00	$ 17,500.00	$ 7.00	$ 24,500.00
502-04.01	SAWING CONCRETE PAVEMENT (FULL DEPTH)	1-10	L.F.	1,500	$ 9.00	$ 13,500.00	$ 5.00	$ 7,500.00	$ 7.00	$ 10,500.00
502-06	RUBBERIZED EXPANSION JOINT (PER CITY STD., ASTM D1752 TYPE I/AASHTO M 153 TYPE I)	1-10	L.F.	1,500	$ 5.00	$ 7,500.00	$ 2.00	$ 3,000.00	$ 5.00	$ 7,500.00
604-02.01	CLASS A CONCRETE	1-10	C.Y.	25	$ 600.00	$ 15,000.00	$ 130.00	$ 3,250.00	$ 250.00	$ 6,250.00
604--02.02	STEEL BAR REINFORCEMENT	1-10	LB.	1,500	$ 2.00	$ 3,000.00	$ 2.00	$ 3,000.00	$ 2.00	$ 3,000.00
604-02.03	EPOXY COATED REINFORCING STEEL	1-10	LB.	1,500	$ 3.00	$ 4,500.00	$ 4.00	$ 6,000.00	$ 2.00	$ 3,000.00
617-05	SEALANT (EXPOSED AGGREGATE)	1-10	S.Y.	150	$ 5.00	$ 750.00	$ 4.00	$ 600.00	$ 18.00	$ 2,700.00
701-01.01	CONCRETE SIDEWALK (4-INCH DEPTH, PER CITY STANDARD)	1-10, 12	S.F.	21,000	$ 8.00	$ 168,000.00	$ 9.00	$ 189,000.00	$ 9.75	$ 204,750.00
701-01.03	CONCRETE SIDEWALK (EXPOSED AGGREGATE, 4-INCH DEPTH, PER CITY STANDARD)	1-10, 12	S.F.	2,000	$ 10.00	$ 20,000.00	$ 10.50	$ 21,000.00	$ 9.75	$ 19,500.00
701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY (6-INCH DEPTH, PER CITY STANDARD)	1-10	S.F.	500	$ 10.00	$ 5,000.00	$ 11.00	$ 5,500.00	$ 10.00	$ 5,000.00
701-01.10	CONCRETE SIDEWALK (8-INCH DEPTH, PER CITY STANDARD)	1-10, 12	S.F.	2,000	$ 10.00	$ 20,000.00	$ 11.00	$ 22,000.00	$ 10.50	$ 21,000.00
701-02	CONCRETE DRIVEWAY (6-INCH DEPTH, PER CITY STANDARD)	1-10	S.F.	1,250	$ 9.00	$ 11,250.00	$ 14.00	$ 17,500.00	$ 10.00	$ 12,500.00
701-02.02	CONCRETE DRIVEWAY (8-INCH DEPTH, PER CITY STANDARD)	1-10	S.F.	1,000	$ 10.00	$ 10,000.00	$ 15.00	$ 15,000.00	$ 10.50	$ 10,500.00
701-02.03	CONCRETE CURB RAMP (8-INCH DEPTH, PER CITY STANDARD)	1-10, 12, 13	EACH	850	$ 1,457.00	$ 1,238,450.00	$ 20.00	$ 17,000.00	$ 500.00	$ 425,000.00
702-01 (A)	CONCRETE CURB (TDOT DETACHED TYPE A; RP-NMC-10)	1-10	L.F.	650	$ 27.00	$ 17,550.00	$ 20.00	$ 13,000.00	$ 25.00	$ 16,250.00
702-01 (B)	CONCRETE CURB (COF RIBBON; RP-3)	1-10	L.F.	100	$ 4.00	$ 400.00	$ 30.00	$ 3,000.00	$ 20.00	$ 2,000.00
702-01.01	EXTRUDED MOUNTABLE CURB (6-INCH)	1-10	L.F.	1,000	$ 19.00	$ 19,000.00	$ 20.00	$ 20,000.00	$ 30.00	$ 30,000.00
702-03 (A)	CONCRETE COMBINED CURB & GUTTER (COF ROLLOVER; RP-2A)	1-10	L.F.	100	$ 32.00	$ 3,200.00	$ 25.00	$ 2,500.00	$ 45.00	$ 4,500.00
702-03 (B)	CONCRETE COMBINED CURB & GUTTER (COF 6-24; RP-2B)	1-10	L.F.	100	$ 48.00	$ 4,800.00	$ 32.00	$ 3,200.00	$ 45.00	$ 4,500.00
702-03 (C)	CONCRETE COMBINED CURB & GUTTER (TDOT 6-30; RP-NMC-10)	1-10	L.F.	400	$ 48.00	$ 19,200.00	$ 35.00	$ 14,000.00	$ 45.00	$ 18,000.00
721-01.06	IRRIGATION SYSTEM (REPAIR)	1-10, 14	L.S.	0	$ -	$ -	$ -	$ -	$ -	$ -
801-01	SEEDING (WITH MULCH)	1-10, 15	UNIT	25	$ 31.00	$ 775.00	$ 300.00	$ 7,500.00	$ 100.00	$ 2,500.00
920-10.01	REMOVE, RESET & LEVEL EXISTING BRICK PAVERS (TRAFFIC BEARING AREAS)	1-10, 16	S.F.	2,000	$ 21.00	$ 42,000.00	$ 21.00	$ 42,000.00	$ 35.00	$ 70,000.00
920-10.02	REMOVE, RESET & LEVEL EXISTING BRICK PAVERS (NON-TRAFFIC BEARING AREAS)	1-10, 17	S.F.	2,500	$ 11.00	$ 27,500.00	$ 21.00	$ 52,500.00	$ 30.00	$ 75,000.00
920-10.03	INSTALLATION OF NEW BRICK PAVERS (2.75-IN PAVERS ON CONCRETE BASE)	1-10, 18	S.F.	250	$ 25.00	$ 6,250.00	$ 26.00	$ 6,500.00	$ 40.00	$ 10,000.00
920-10.04	INSTALLATION OF NEW BRICK PAVERS (2.25-INCH PAVERS ON CONCRETE BASE)	1-10, 19	S.F.	250	$ 27.00	$ 6,750.00	$ 26.00	$ 6,500.00	$ 40.00	$ 10,000.00
				BASE BID TOTAL:		**$ 1,774,525.00**		**$ 655,500.00**		**$ 1,126,550.00**

RESOLUTION 2018-54

A RESOLUTION VALIDATING THE COST OF CONSTRUCTION OF ROADWAY IMPROVEMENTS ON MCEWEN DRIVE

WHEREAS, on September 12, 2006, the City of Franklin and Southern Land Company, LLC (Developer) entered into a Road Impact Fee Offset Agreement for certain roadway improvements on McEwen Drive; and

WHEREAS, the City, as a condition of plan approvals for the Developer, required dedication and construction of certain non-site related road improvements as detailed in the Road Impact Fee Offset Agreement; and

WHEREAS, at the time of the agreement the Developer produced to the City Engineer reliable estimates of the cost of the said road improvements equal to $2,058,085.35; and

WHEREAS, the total offset to be applied to impact fees due to the City is an identical amount; and

WHEREAS, the total offsets applied by Southern Land Company, LLC, to impact fees due to the City presently totals $1,026,723.00; and

WHEREAS, the City Engineer and Development Services Analysist have confirmed that the improvements have been completed and, furthermore, validated that the costs of construction and right-of-way dedicated as stated in the September 12, 2006, Road Impact Offset Agreement are appropriate.

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

Section 1. The successor in interest to the Developer, by General Assignment dated January 6, 2016, is NR McEwen Property Owner LLC.

Section 2. NR McEwen Property Owner LLC is eligible to apply the remaining offset amount of $1,031,362.35 to impact fees due to the City.

Adopted this _____ day of ________________, 2018.

ATTEST:

BY:____
Eric S. Stuckey, City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

BY:____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM BY:

____
Shauna R. Billingsley, City Attorney

EXHIBIT A

ROAD IMPACT FEE OFFSET AGREEMENT

This contract between THE CITY OF FRANKLIN, TENNESSEE ("City") and SOUTHERN LAND COMPANY, LLC, a Tennessee limited liability company, or ("Developer"), entered into on this the 12th day of September 2006, pursuant to Section 16-417 of the Franklin Municipal Code.

WHEREAS, the Developer has submitted to the Franklin Municipal Planning Commission for approval development plats and plans for McEwen Place Town Center
(the "development" and "the development project"); and

WHEREAS, the City, through its Planning Commission as a condition of concept plan and/or final plat approval(s) for the Developer or its predecessors in interest, required the dedication and construction of certain non-site related road improvements identified in the City's Major Thoroughfare Plan, and which are described more fully below and said improvements having now been constructed according to City standards and/or the Developer having produced to the City reliable estimates of the cost of the said road improvements; and

WHEREAS, Developer has made application to offset a portion of the costs of construction of these improvements against any impact fees due, and the amount of such eligible costs, and potential off-set, was determined by the City

Engineering Department, with concurrence of the City Attorney, on August 23, 2006, to be $2,058,085.35.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. Developer has submitted reliable information related to the costs of construction of the following improvements and works:

2,500 linear feet of McEwen Drive

3. The total eligible costs of construction and right of way of the above improvements is $2,058,085.35 and the total offset to be applied to impact fees due the City is an identical amount.

4. This offset shall be applied to the total impact fees due in the development project, prior to issuance of the building permit to the Developer or its successors in interest. Any impact fees already paid shall be reimbursed within thirty (30) days. Pursuant to the ordinance, the eligible offset may not exceed the total of impact fees due for the development project. Section 16-417 (7).

As approved by the Franklin Board of Mayor and Alderman on September 12, 2006.

WITNESS our hands on this thea day of September, 2006.

D : IMP . 1

CITY OF FRANKLIN, TENNESSEE

By: Thomas R. Miller

THOMAS R. MILLER

Mayor

James R. Johnson

JAMES R. JOHNSON

City Administrator/Recorder

FLIN\FORMS\ROAD-

SOUTHERN LAND COMPANY, LLC

By: Vice President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State, personally appeared Thomas R. Miller and James R. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Administrator/Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a corporation, and that as such Mayor and City Administrator/Recorder executed the foregoing instrument for

D : IMP . 1

the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator/Recorder.

WITNESS, my hand and seal on this the&$day of September 2006.

KRISSY MCNEELY NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

Krissy McNeely
Notary Public
My Commission expires: 4/12

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STATE OF TENNESSEE

)ss:

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State,

personally q appeared 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 CuwÄSouthern Land Company, LLC and that as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the _ day of September 2006.

D : IMP . 1

Mary W. Stanford
State of Tennessee Notary Public
Williamson County

Mary W. Stanford

Notary Public

My Commission expires: 10/24/09

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ROAD IMPACT FEE OFFSET AGREEMENT

This contract between THE CITY OF FRANKLIN, TENNESSEE ("City") and SOUTHERN LAND COMPANY, LLC, a Tennessee limited liability company, or ("Developer"), entered into on this the 12th day of September 2006, pursuant to Section 16-417 of the Franklin Municipal Code.

WHEREAS, the Developer has submitted to the Franklin Municipal Planning Commission for approval development plats and plans for McEwen Place Town Center
(the "development" and "the development project"); and

WHEREAS, the City, through its Planning Commission as a condition of concept plan and/or final plat approval(s) for the Developer or its predecessors in interest, required the dedication and construction of certain non-site related road improvements identified in the City's Major Thoroughfare Plan, and which are described more fully below and said improvements having now been constructed according to City standards and/or the Developer having produced to the City reliable estimates of the cost of the said road improvements; and

WHEREAS, Developer has made application to offset a portion of the costs of construction of these improvements against any impact fees due, and the amount of such eligible costs, and potential off-set, was determined by the City

Engineering Department, with concurrence of the City Attorney, on August 23, 2006, to be $2,058,085.35.

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1. The foregoing recitals are incorporated into this Agreement and made a

part thereof.

2. Developer has submitted reliable information related to the costs of construction of the following improvements and works:

2,500 linear feet of McEwen Drive

3. The total eligible costs of construction and right of way of the above improvements is $2,058,085.35 and the total offset to be applied to impact fees due the City is an identical amount.

4. This offset shall be applied to the total impact fees due in the development project, prior to issuance of the building permit to the Developer or its successors in interest. Any impact fees already paid shall be reimbursed within thirty (30) days. Pursuant to the ordinance, the eligible offset may not exceed the total of impact fees due for the development project. Section 16-417 (7).

As approved by the Franklin Board of Mayor and Alderman on September 12, 2006.

WITNESS our hands on this thea day of September, 2006.

D : IMP . 1

CITY OF FRANKLIN, TENNESSEE

By: ______________________

THOMAS R. MILLER

Mayor

____

JAMES R. JOHNSON

City Administrator/Recorder

FLIN\FORMS\ROAD-

SOUTHERN LAND COMPANY, LLC

____

By: Vice President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State, personally appeared Thomas R. Miller and James R. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Administrator/Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a corporation, and that as such Mayor and City Administrator/Recorder executed the foregoing instrument for

D : IMP . 1

the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator/Recorder.

WITNESS, my hand and seal on this the&$day of September 2006.

KRISSY MCNEELY NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

Krissy McNeely

Notary Public
My Commission expires: 4/14

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STATE OF TENNESSEE

)ss:

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State,

personally q appeared 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 CuwÄSouthern Land Company, LLC and that as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the _ day of September 2006.

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Mary W. Stanford
State of Tennessee Notary Public
Williamson County

Mary W Stanford

Notary Public

My Commission expires: 10/24/09

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ROAD IMPACT FEE OFFSET AGREEMENT

This contract between **THE CITY OF FRANKLIN, TENNESSEE ("City")** and **SOUTHERN LAND COMPANY, LLC, a Tennessee limited liability company, or ("Developer"),** entered into on this the **12th** day of **September 2006**, pursuant to Section 16-417 of the Franklin Municipal Code.

WHEREAS, the Developer has submitted to the Franklin Municipal Planning Commission for approval development plats and plans for McEwen Place Town Center (the "development" and "the development project"); and

WHEREAS, the City, through its Planning Commission as a condition of concept plan and/or final plat approval(s) for the Developer or its predecessors in interest, required the dedication and construction of certain non-site related road improvements identified in the City's Major Thoroughfare Plan, and which are described more fully below and said improvements having now been constructed according to City standards and/or the Developer having produced to the City reliable estimates of the cost of the said road improvements; and

WHEREAS, Developer has made application to offset a portion of the costs of construction of these improvements against any impact fees due, and the amount of such eligible costs, and potential off-set, was determined by the City Engineering Department, with concurrence of the City Attorney, on August 23, 2006, to be $2,058,085.35.

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

1. The foregoing recitals are incorporated into this Agreement and made a

part thereof.

2. Developer has submitted reliable information related to the costs of construction of the following improvements and works:

2,500 linear feet of McEwen Drive

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4. This offset shall be applied to the total impact fees due in the development project, prior to issuance of the building permit to the Developer or its successors in interest. Any impact fees already paid shall be reimbursed within thirty (30) days. Pursuant to the ordinance, the eligible offset may not exceed the total of impact fees due for the development project. Section 16-417 (7).

As approved by the Franklin Board of Mayor and Alderman on **September 12, 2006**.

WITNESS our hands on this the 28th day of September, 2006.

CITY OF FRANKLIN, TENNESSEE

By: Thomas R. Miller

THOMAS R. MILLER
Mayor

James R. Johnson

JAMES R. JOHNSON
City Administrator/Recorder

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SOUTHERN LAND COMPANY, LLC

By: ______________________

Its: Vice President

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **Thomas R. Miller** and **James R. Johnson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Administrator/Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a corporation, and that as such Mayor and City Administrator/Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator/Recorder.

WITNESS, my hand and seal on this the 28th day of September 2006.

KRISSY MCNEELY NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

____
Notary Public
My Commission expires: 4/12/10

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STATE OF TENNESSEE)
)**ss:**
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared David Wilson 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 Vice President of Southern Land Company, LLC and that as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the 28th day of September 2006.

Mary W. Stanford State of Tennessee Notary Public Williamson County

Mary W Stanford
Notary Public
My Commission expires: 10/24/09

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City of Franklin Municipal Code
TITLE 16 CHAPTER 4
ROAD IMPACT FEE
(Ordinance in effect in 2000)

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16-417. Offsets. (1) The city shall make no offsets against impact fees due for a development except pursuant to this chapter.

(2) If the city, pursuant to duly adopted ordinance standards, requires the dedication of right-of-way beyond 30 feet from the centerline or construction of all or a portion of non-site-related arterial road improvements, or monetary contributions toward such construction, it shall offset the reasonable costs of such dedication, construction or monetary contributions against road impact fees due for the development.

(3) The following types of costs may be allowed for purposes of offsetting the amount of road impact fees due: land costs for right-of-way in excess of 30 feet from the centerline of the roadway, the costs of labor, equipment, supplies and material used to construct the road facilities, and engineering and design costs. Fiscal costs, including interest on money borrowed to finance the construction, and costs for utility relocations are specifically excluded.

(4) The offset value of rights-of-way shall be based on the appraised fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The appraisal shall be prepared by a professional Real Estate Appraiser who is a member of the Member Appraisal Institute (MAI) or who is a member of Senior Residential Appraisers (SRA). The road impact fee administrator retains the right to independently determine the amount of offset to be approved by securing other property appraisals.

(5) The offset value of improvements shall be based upon the actual costs of the eligible improvements or reasonable unit values at the time the construction occurred as determined by the city engineer using comparable recent transactions, whichever is less.

(6) Offsets shall be computed and subtracted from impact fees due prior to the issuance of any building permit or certificate of occupancy for the development, or, in the case of a development project, pursuant to an agreement with the city executed pursuant to § 16-418.

(7) In no event may the city apply an offset which is greater than the applicable impact fee.

(8) For a development project, a developer may execute an agreement with city pursuant to § 16-418, which allocates the offsets among developments within the same development project. Unless a different method of allocating offsets is agreed upon by the city and developer and incorporated into an agreement pursuant to § 16-418, the following procedure shall be used for allocating the offsets to individual developments within a development project. The city shall apply the offset against the impact fee that would otherwise be due for the first application for a building permit or certificate of occupancy within the project. If the offsets for the development project exceed the road impact fee collected for the development, the city shall apply the balance of the offsets to the next application for a building permit within the project. This procedure shall continue until there are no more offsets to be applied within the project. The road impact fee administrator shall maintain records of the offsets balance for each development project for which offsets are due.

(9) A developer seeking offsets against road impact fees shall submit an application to the codes department prior to or in conjunction with an application for a building permit or, if a building

permit is not required, prior to or in conjunction with an application for a certificate of occupancy. The application shall describe the improvements and their associated costs and shall provide information demonstrating the eligibility of such improvements for offsets. In the case of arterial road improvements completed prior to the effective date of Ordinance 1037, the application shall show that improvement costs were incurred within one (1) year prior to such date.

(10) The codes department shall forward the completed application to the road impact fee administrator. The road impact fee administrator shall review the application and, with the recommendation of the city engineer, shall determine which improvement costs are eligible for offsets and the value attributed to such improvement costs within ten (10) working days of accepting a competed application for offsets. An applicant may appeal the decision of the road impact fee administrator pursuant to § 16-423.

(11) All off-set agreements between the City and any Developer shall be for the impact fee applicable at the time the Agreement was entered.

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IRRIGATION METERING FEE/RATE DISCUSSION

AUGUST 13, 2019

MICHELLE HATCHER, PE,
DIRECTOR WATER MANAGEMENT

MARK HILTY, ACA
PUBLIC WORKS

DISCUSSION OUTLINE

- Existing utility rate structure and irrigation meter impact fee description
- Potential options and impacts
- Examples from other utility districts
- Discussion

UTILITY RATE STRUCTURE AND IRRIGATION METER IMPACT FEE

- Irrigation meter water rates (potable water)
  - Inclining rate structure to capture costs associated with large demands caused by irrigation and other uses
  - Impact fee, similar to domestic water meters, to pay for past and near-term future investments by the City
- Sewer revenues associated with irrigation
  - Declining rate structure - acknowledges that increased water consumption can be associated with irrigation and other uses that may not enter the wastewater stream
- Irrigation meter fee
  - Current Impact fee = $3,150 (3/4" residential)
  - Actual cost of typical installation is approximately $1,615 (3/4" residential irrigation)
  - Complete tap installation fee: $756 however code allows for recovery of full cost
  - Current irrigation impact fee plus installation fee: $3,150 + $756 = $3,906

POTENTIAL OPTIONS

- Continue existing practices
- Lower irrigation meter impact fees and evaluate effects on revenues
- Implement a winter pricing model
- Evaluate declining structure for sanitary sewer

EVALUATE IRRIGATION METER IMPACT FEES AND EFFECTS ON REVENUES

- Concept presented in April 2019
  - Lower impact fee to provide for a lower cost of purchase of irrigation meter
  - Recover lost impact fee revenues through the volumetric rates
  - Eliminate declining rate structure in sanitary sewer
  - Irrigation meter impact fee to at least recover cost of installation and materials
- Perform COS analysis to evaluate domestic and irrigation water rates and sanitary sewer rates
- Treats irrigation water as a luxury

EVALUATE IRRIGATION METER IMPACT FEES AND EFFECTS ON REVENUES

From a Utility Management Perspective

Pros	Cons
Continue to treat irrigation water as a luxury	Impact fee is no longer paid up front
Equitable application of fees and rates	May encourages the installation of irrigation systems
Continue to have a better understanding of irrigation water usage patterns	Potential increase in metering infrastructure

From a Customer's Perspective

Pros	Cons
Makes irrigation water more affordable	Cost of acquiring irrigation meter may be cost prohibitive based on irrigation patterns
Mitigates to some extent, impacts on lower income households	Still may have an upfront impact fee
Sewer fee not charged on irrigation meter	

WINTER PRICING MODEL

- Winter pricing model typically averages water usage during a defined winter period to calculate sanitary sewer charges during a defined summer period
- Considerations
  - Eliminate declining rate for sanitary sewer since outdoor usage will be accounted for in this methodology
  - Reevaluate inclining rate in water to encourage consumption within the sfue
  - Perform rate analysis for both water and sanitary sewer one year after implementation to evaluate adequacy of rates
  - Winter months consistent with winter months defined by the City's NPDES permits
  - Consider percentage allocation for increased indoor water usage to provide for variability of usage patterns

WINTER PRICING MODEL

From a Utility Management Perspective

Pros	Cons
Less meter infrastructure requirements	Inaccurate calculation of sewer flow (i.e. leaking toilet in summer)
Mitigates impacts on low income households	Encourages irrigation • Larger water infrastructure • Larger minimum bill
	Does not promote sustainability (i.e. luxury water)
	Encourages overall usage beyond the SFUE (350 gpd)
	Higher peak demands
	No payment of impacts related to irrigation
	No ability to cut off irrigation meter during periods of drought

From a Customer's Perspective

Pros	Cons
Makes irrigation water more affordable	Eliminates ability to measure outdoor water usage
Mitigates impacts on lower income households	

EXAMPLES FROM OTHER UTILITIES

Utilities with Irrigation Meter Options	
Spring Hill, TN	$730 meter fee
Mallory Valley Utility District	
Milcrofton Utility District	$4,925
HB & TS	$500

Utilities with No Provision	
Columbia Power & Water	Mt. Pleasant, TN
Johnson City, TN	Knoxville Utilities Board
Chattanooga, TN	

Utilities with Winter Averaging Models	
Mt. Juliet, TN	Jan – April average
Metro Water Services	Jan – March average + 30% maximum sewer charges billed
Murfreesboro, TN	Nov- March, capped at 120%
Brentwood, TN	Nov – Feb average
Whitehouse, TN	Nov – March, excluding highest & lowest month

DISCUSSION

IRRIGATION WATER:

SANITARY SEWER WINTER PRICING MODEL

DECEMBER 10, 2019

MICHELLE HATCHER, PE, DIRECTOR WATER MANAGEMENT

MARK HILTY, ACA PUBLIC WORKS

DISCUSSION OUTLINE

- Existing utility rate structure
- Proposed rate structure
- Examples from other utility districts
- Next steps
- Discussion

EXISTING UTILITY RATE STRUCTURE

- Water rates (potable water)
  - Inclining rate structure to capture costs associated with large demands caused by irrigation and other uses
  - Impact fee to pay for past and near-term future investments by the City. Based on 350 gal/day per sfue
- Sewer revenues associated with irrigation
  - Declining rate structure - acknowledges that increased water consumption can be associated with irrigation and other uses that may not enter the wastewater stream

SANITARY SEWER WINTER PRICING MODEL

- Proposed changes to the sanitary sewer rate structure
  - Winter average based on months consistent with the City's NPDES permit – November 1 through April 30
  - Summer volume equal to the lesser of metered water or winter average plus 30%
  - Eliminate the declining rate structure
  - Perform rate analysis to develop recommendations for 5 year horizon based on revenue impacts

Existing San. Sewer Rates (effective 1/01/2020)	
Availability charge (1,000 gallons)	$18.87
Next 14,000 gallons	$6.27
All additional gallons	$5.48

Proposed San. Sewer Rates (winter pricing)	
Availability charge (1,000 gallons)	$18.87
All additional gallons	$6.27

SANITARY SEWER WINTER PRICING MODEL

- Proposed changes to water rate structure
  - Modify inclining rate consistent with volume of water anticipated in the impact fee (350 gpd – 10,500 gpm for 30 day month)
  - Perform rate analysis to develop recommendations for 5 year horizon based on revenue impacts

Existing Water (effective 1/01/2020)	
Availability charge (1,000 gallons)	$13.36
Next 9,000 gallons	$5.18
Next 15,000 gallons	$6.11
All additional gallons	$7.04

Proposed Water Rates (winter pricing)	
Availability charge (1,000 gallons)	$13.36
Next 9,000 gallons	$5.18
All additional gallons	$7.04

EXAMPLES FROM OTHER UTILITIES

Utilities with Winter Averaging Models	
Mt. Juliet, TN	Jan – April average
Metro Water Services	Jan – March average + 30% maximum sewer charges billed
Murfreesboro, TN	Nov- March, capped at 120%
Brentwood, TN	Nov – Feb average
Whitehouse, TN	Nov – March, excluding highest & lowest month

NEXT STEPS

- Work with Revenue Management, Finance and IT to develop billing methodology
- Develop draft ordinance language to be considered by BOMA
- Engage rate consultant to perform rate analysis to develop recommendations for 5 year horizon based on revenue impacts

DISCUSSION

RESOLUTION 2018-01

A DRAFT RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO 2017-0264) TO KIEWIT INFRASTRUTURE SOUTH CO. IN THE AMOUNT OF $132,890,000.00 FOR THE WATER RECLAMATION FACILITY MODIFICATIONS AND EXPANSION PROJECT

WHEREAS, the City of Franklin (City) Board of Mayor and Aldermen (BOMA) approved on March 3, 2013, COF Contract No. 2013-0001, the Water Reclamation Facility (WRF) Modifications and Expansion Project (Project) with CDM Smith, Inc. (Consultant), to provide for the design and upgrade of the WRF in order to upgrade equipment and processes to provide additional wastewater capacity as identified in the Integrated Water Resources Plan (IWRP); and

WHEREAS, on June 18, 2018, sealed bids were received in the Engineering Department, City Hall, Franklin, Tennessee and were publicly opened and read aloud for the Water Reclamation Facility Modifications and Expansion Project (COF Contract No 2017-0264); and

WHEREAS, four (4) bids were received for the construction of the Project ranging from a low of $132,380,00.00 to a high of $148,805,824.00 (see attached certified bid tabulation) with the low bid being submitted by Kiewit Infrastructure South Co. of Nashville, Tennessee; and

WHEREAS, four (4) additive alternates were provided that the City feels may have been warranted on this project, and received bids on these items from the Contractor; and the City selected one (1) to include as an addition to the Base Bid; this being the addition of a jet mixing system in the equalization basin to aid in the operation and maintenance of the facility; and

WHEREAS, it is the recommendation of the Consultant with concurrence of City Staff to enter into (award) the construction contract (COF Contract No. 2017-0264) with Kiewit Infrastructure South Co. in the Total Base Bid amount of ONE HUNDRED THIRTY-TWO MILLION EIGHT HUNDRED NINETY THOUSAND and NO/100 Dollars ($132,890,000.00); and

WHEREAS, included in the Total Base Bid are several Pre-selected technologies and Allowances and a Contingency that will require some negotiation and approval during the construction of the Project; and

WHEREAS, the BOMA finds that it is in the best interest of the City and for the efficiency of performing the WRF construction contract to authorize the City Administrator and Water Management Department Director to negotiate and approve the expenditures of the Allowances and Contingency up to the limits as stipulated in the Bid Form with regular reporting of said expenditures to the BOMA; and

WHEREAS, pursuant to the specifications for the Project, Section 10.12 and Section 16.1, the City is waiving any informality due to Keiwit Infrastructure South Co. not having submitted an original signature on the Bid Form.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted to waive the signature informality on the Bid Form and for the bid award to Kiewit Infrastructure South Co. for the Water Reclamation Facility Modifications and Expansion Project (COF Contract No. 2017-0264) in the amount of **ONE HUNDRED THIRTY-TWO MILLION EIGHT HUNDRED NINETY THOUSAND and NO/100 Dollars ($132,890,000.00).**

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Administrator and the Water Management Director is hereby authorized to have authority to review and approve the spending of Allowances and Contingencies up to the limits as stipulated in the Bid Form.

IT IS SO RESOLVED AND DONE on this ___ day of ________________, 2018.

ATTEST:

By:______________________________
ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By:____________________________
Dr. Ken Moore
Mayor

Approved as to Form

By: ______________________________
Shauna R. Billingsley
City Attorney

CDM Smith
3200 Windy Hill Road
Suite 210 West
Atlanta, Georgia 30339
tel: 404 720-1400

June 22, 2018

Ms. Michelle M. Hatcher, P.E., Director
City of Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Evaluation of Bids – Franklin WRF Modifications & Expansion Project (Re-Bid)
COF Contract No. 2017-0264

Dear Ms. Hatcher:

Bids for the above referenced project were received on June 18, 2018, until 2:00 p.m. Central Time and subsequently opened. The bidders and their Total Bids are summarized in the certified Bid Tabulation, three copies of which are attached to this letter. The bids are listed below and in the Bid Tabulation in numerical order, with the low bidder listed first.

Bidder		Total Bid
1	Kiewit Infrastructure South Co.	$132,380,000
2	Garney Companies, Inc.	$134,736,600[1]
3	Oscar Renda Contracting, Inc.	$138,867,564
4	Brasfield & Gorrie, LLC	$148,805,824

[1] Corrected value. See Page 2 for an explanation of the correction.

Each bidder acknowledged receipt of the six Addenda issued for this project and supplied a Bid Bond in the amount of 5 percent of the Total Bid. Bids for this project are to remain firm for a period of 90 calendar days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the bids; the bids will expire on October 24, 2018.

Each bidder submitted a Bid Proposal containing the following information as required by the Bid Documents.

- Bid Form (Section 00300), including Part 1 – Base Bid, Part 2 – Allowance Items, and Part 3 – Bid Summary

- Bid Security (Section 00410, Bid Bond Form), including Power of Attorney

- Affidavit of Drug-Free Workplace (Section 00440)
- Affidavit of Title VI Compliance (Section 00450)
- Affidavit of Non-Collusion (Section 00480)
- Tennessee Contractor's License Number and Subcontractors' License Information

CDM Smith checked the status of each bidder's contractor's license and subcontractors' licenses using the License Search and Verification service at the State of Tennessee Department of Commerce & Insurance's Web site (http://verify.tn.gov/). Each bidder possesses a valid Class MU (Municipal and Utility Construction) license or a combination of Class MU-A (Underground Piping) and MU-B (Water and Sewer Systems) licenses, with an Unlimited monetary limit. Kiewit Infrastructure South Co. also possesses a Class MU-C (Grading and Drainage) license.

Kiewit Infrastructure South Co. was the only bidder to submit evidence that it had contacted, in letters sent and tracked via Federal Express, at least 10 certified Disadvantaged Business Enterprise (DBE) subcontractors, professional service providers, suppliers, and/or equipment vendors in order to solicit their subcontract participation in the work. This evidence must be provided in accordance with the State Revolving Fund (SRF) Loan Program's Bidder's Requirements for Solicitation and Documentation of DBE Participation, found in Section 00801, SRF Contract Requirements; however, it is not required to be submitted with the bid package. The omission of this information from the other three bidders' bid packages is not grounds for rejection of their bids.

Mathematical errors were found in Garney Companies, Inc.'s and Oscar Renda Contracting, Inc.'s bid proposals. These errors are described below.

- Garney Companies, Inc.'s error was in the calculation of the Total Price for Base Bid Item 34, Over Excavation and Associated Backfill with Structural Fill. The Unit Price entered was $32.00 per cubic yard (CY), which when multiplied by 6,200 CY should have resulted in a Total Price of $198,400. The value Garney entered in the Total Price column was $210,800.
- Oscar Renda Contracting, Inc. entered a Unit Price of $1,100,000.00 for Base Bid Item 21, Scum Holding Tanks, but then entered an extra zero in the Total Price so that it read $1,1000,000.00.

Per the instructions on Page 00300-9, in the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the bidder and the extension shall be adjusted. The Total Prices were adjusted accordingly. The correction to Oscar Renda Contracting, Inc.'s bid did not affect their Total Bid amount. The Total Bid for Garney Companies, Inc., was

CDM Smith

reduced from $134,749,000 to $134,736,600. This corrected amount is included in the Bid Tabulation and in the table on the first page of this letter.

Each bidder entered prices in Part 4, Additive and Deductive Alternates for Bid. These prices are summarized at the end of the Bid Tabulation.

The following issues were identified during the review of the bids.

- Brasfield & Gorrie, LLC
  - In the Bid Form, corrections to Part 6 (Base Bid Major Equipment Items) were not initialed.
  - Also in the Bid Form, in Article 7.01A, the type of security (Bid Bond or cash or check) was not identified.
- Garney Companies, Inc.
  - See the previous page for a description of the mathematical error found in Garney Companies, Inc.'s bid.
- Kiewit Infrastructure South Co.
  - Kiewit's Bid Form did not contain all original signatures. Page 00300-31 appears to have been signed by the company's Senior Vice President, scanned, reprinted, and then signed and sealed by the Corporate Secretary. This is an informality; per Section 00100 (Instructions to Bidders), Article 7.1, Bid Proposals will be rejected if any of the signatures on the Bid Form are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. However, Articles 10.12 and 16.1 allow the Owner to waive any informalities if it is in the Owner's best interest to do so. CDM Smith discussed this with Kiewit, who is providing a replacement page with original signatures.
  - In Part 6 of the Bid Form, on Page 00300-23, Kiewit selected "Other" for Section 11610 (Laboratory Fume Hoods) and entered the words "B and C" in the blank provided. It is not clear whether this entry indicates Kiewit's intention to provide products of both Fisher Hamilton LLC and Hanson Lab Furniture, who are listed in the table as Options b and c, respectively. CDM Smith discussed this with Kiewit, and Kiewit will provide clarification on this item.
  - The electrical subcontractor license classification printed on Kiewit's bid envelope did not completely match the information on the State web site. The classification CE-C was printed on the bid envelope, but Wayne J. Griffin Electric, Inc.'s actual classification is CE-

B per the State database. The State's list of contractor classifications states that the CE-B classification was the designation for prior exam prior to 1992, but the State database indicates that the firm has been licensed in Tennessee since 1993. CDM Smith discussed this with Kiewit, and Kiewit is obtaining clarification on the license classification from Wayne J. Griffin Electric, Inc.

- The distribution of the costs in Kiewit's bid form does not appear to be balanced. Our concern is to avoid transferring this imbalance to the Schedule of Values and ending up with a front-loaded Schedule of Values. This was discussed with Kiewit, who acknowledged that the bid is unbalanced and stated that they intend to work with the City and CDM Smith to create a balanced Schedule of Values. Kiewit followed up with an e-mail confirming this.

- Oscar Renda Contracting, Inc.

  - The Bid Form was dated June 15, 2018 (the original due date for bids) instead of June 18, 2018.

  - See Page 2 for a description of the mathematical error found in Oscar Renda Contracting, Inc.'s bid.

  - In Part 3 of the Bid Form, the Total Base Bid from Part 1 was left blank. This is an informality; per Article 7.2 of the Instructions to Bidders, proposals will be rejected as being irregular if they show any omissions, and per Article 10.2, all blank spaces for Bid prices must be filled in with the unit prices for the item or the lump sum for which the Bid is made. Under Articles 10.12 and 16.1, the Owner may waive any informalities if it is in the Owner's best interest to do so.

  - In Article 7.01A of the Bid Form, the type of security (Bid Bond or cash or check) was not identified.

  - Oscar Renda Contracting, Inc., submitted an executed copy of EPA Form 6100-4, DBE Subcontractor Utilization Form. The response "No" was selected in response to the statement, "I have identified potential DBE certified subcontractors" without the requested explanation. However, this form was not required to be submitted at bid time.

Although the bid from the lowest, responsive, responsible bidder, Kiewit Infrastructure South Co., contained irregularities, these irregularities were not particularly worrisome, and we otherwise found the bid package to be responsive, professional and acceptable. Accordingly, CDM Smith recommends that the City issue a Notice of Award, contingent upon Tennessee SRF Loan Program approval, to Kiewit Infrastructure South Co. for the Franklin WRF Modifications and Expansion Project.

The City and CDM Smith discussed the prices Kiewit entered in Part 4, Additive and Deductive Alternates for Bid. The City wishes to accept Additive Alternate A (Addition of Jet Mixing System to EQ Tank) for Kiewit's proposed price of $510,000. No other Additive or Deductive Alternates are accepted. The addition of $510,000 to Kiewit's Total Bid of $132,380,000 results in a contract amount of $132,890,000.

The original bid packages will be returned to the City under separate cover. If you have any questions or comments, or if you require any additional information, please do not hesitate to contact me or Carrie Carden.

Sincerely,

Robert P. Huguenard, P.E., BCEE
Senior Project Manager
CDM Smith Inc.

cc: Mark Hilty, City of Franklin
Brian Goodwin, City of Franklin
Zack Daniel, CDM Smith
Project File (14915-96594-WRF)

BID TABULATION SHEET

CLIENT:
CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT (RE-BID)
COF CONTRACT NO. 2017-0264
CDM SMITH PROJECT NO. 14915-96594-WRF

BID OPENING:
JUNE 18, 2018
2:00 P.M. LOCAL TIME

PREPARED BY:
CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339
(404) 720-1400

CERTIFIED AS CORRECT: Caroline D. Carden

DATE: 6/22/18

CAROLINE DAWN CARDEN
REGISTERED ENGINEER
AGRICULTURE COMMERCE
No. 117378
STATE OF TENNESSEE
6/22/18

BIDDERS IN ALPHABETICAL ORDER:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Kiewit Infrastructure South Co. 1700 Hayes Street, Suite 104 Nashville, TN 37203 (925) 595-8774		Oscar Renda Contracting, Inc. 608 Henrietta Creek Road Roanoke, TX 76262 (817) 491-2703	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
PART 1 - BASE BID											
1	Mobilization and Demobilization: For All Costs Associated with Project Mobilization and Demobilization in Accordance with the Drawings and Specifications	LS	LS	$ 800,000.00	$ 800,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00
2	Electrical Building Structure	LS	LS	$ 3,633,000.00	$ 3,633,000.00	$ 6,285,000.00	$ 6,285,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 16,000,000.00	$ 16,000,000.00
3	Headworks	LS	LS	$ 9,000,000.00	$ 9,000,000.00	$ 12,089,000.00	$ 12,089,000.00	$ 7,000,000.00	$ 7,000,000.00	$ 12,500,000.00	$ 12,500,000.00
4	Equalization Basin	LS	LS	$ 7,940,000.00	$ 7,940,000.00	$ 9,209,000.00	$ 9,209,000.00	$ 7,999,996.00	$ 7,999,996.00	$ 14,000,000.00	$ 14,000,000.00
5	Alum System	LS	LS	$ 1,440,000.00	$ 1,440,000.00	$ 1,725,000.00	$ 1,725,000.00	$ 850,000.00	$ 850,000.00	$ 1,100,000.00	$ 1,100,000.00
6	BNR Distribution Box	LS	LS	$ 307,000.00	$ 307,000.00	$ 810,000.00	$ 810,000.00	$ 750,000.00	$ 750,000.00	$ 500,000.00	$ 500,000.00
7	Structural repairs to BNR Basins 1 and 2 as shown on Drawing S-12:										
	7A. Repairs to slab and wall expansion joints (Repair Notes 1, 2, and 3)	1,730	LF	$ 9.00	$ 15,570.00	$ 41.00	$ 70,930.00	$ 10.00	$ 17,300.00	$ 7.00	$ 12,110.00
	7B. Repairs to cracked and spalled concrete (Repair Notes 4, 5, 6, 7, 9, and 11)	110	SF	$ 495.00	$ 54,450.00	$ 106.00	$ 11,660.00	$ 80.00	$ 8,800.00	$ 45.00	$ 4,950.00
	7C. Repairs to cracked and spalled concrete at beam bearing connection to existing wall (Repair Note 10)	10	SF	$ 515.00	$ 5,150.00	$ 256.00	$ 2,560.00	$ 120.00	$ 1,200.00	$ 160.00	$ 1,600.00
	7D. Repairs to exposed reinforcing (Repair Note 8)	40	SF	$ 545.00	$ 21,800.00	$ 179.00	$ 7,160.00	$ 100.00	$ 4,000.00	$ 80.00	$ 3,200.00
8	Modifications to Existing Mechanical Surface Aerators at BNR Basins 1, 2, and 3 (See Section 11372 and Appendix F)	LS	LS	$ 146,011.00	$ 146,011.00	$ 146,011.00	$ 146,011.00	$ 146,011.00	$ 146,011.00	$ 146,011.00	$ 146,011.00
9	BNR Basin Improvements	LS	LS	$ 3,945,000.00	$ 3,945,000.00	$ 5,112,000.00	$ 5,112,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 4,250,000.00	$ 4,250,000.00
10	Clarifier Distribution Box	LS	LS	$ 582,000.00	$ 582,000.00	$ 906,000.00	$ 906,000.00	$ 400,000.00	$ 400,000.00	$ 2,500,000.00	$ 2,500,000.00
11	WAS Pumps	LS	LS	$ 583,000.00	$ 583,000.00	$ 470,000.00	$ 470,000.00	$ 2,400,000.00	$ 2,400,000.00	$ 300,000.00	$ 300,000.00
12	Retrofit of Scum Pumps	LS	LS	$ 8,869.00	$ 8,869.00	$ 8,869.00	$ 8,869.00	$ 8,869.00	$ 8,869.00	$ 8,869.00	$ 8,869.00
13	Structural Repairs to Spalled Concrete at the Return Sludge Pump Station as Shown on Drawing S-24	LS	LS	$ 26,000.00	$ 26,000.00	$ 29,700.00	$ 29,700.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00
14	Replacement of Filter Media in ABW Filter 1	LS	LS	$ 64,000.00	$ 64,000.00	$ 80,000.00	$ 80,000.00	$ 40,000.00	$ 40,000.00	$ 180,000.00	$ 180,000.00

Resolution 2018-01
Attachment A

BID TABULATION SHEET

CLIENT:
CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT (RE-BID)
COF CONTRACT NO. 2017-0264
CDM SMITH PROJECT NO. 14915-96594-WRF

BID OPENING:
JUNE 18, 2018
2:00 P.M. LOCAL TIME

PREPARED BY:
CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339
(404) 720-1400

CERTIFIED AS CORRECT:
Caroline D. Carden

DATE: 6/22/18

CAROLINE DAWN CARDEN
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 117378
STATE OF TENNESSEE
6/22/18

BIDDERS IN ALPHABETICAL ORDER:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Kiewit Infrastructure South Co. 1700 Hayes Street, Suite 104 Nashville, TN 37203 (925) 595-8774		Oscar Renda Contracting, Inc. 608 Henrietta Creek Road Roanoke, TX 76262 (817) 491-2703	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
15	ABW Filters Demolition and Modifications	LS	LS	$ 157,000.00	$ 157,000.00	$ 1,194,000.00	$ 1,194,000.00	$ 160,000.00	$ 160,000.00	$ 1,600,000.00	$ 1,600,000.00
16	Denitrification Filter Modifications	LS	LS	$ 387,000.00	$ 387,000.00	$ 1,267,000.00	$ 1,267,000.00	$ 150,000.00	$ 150,000.00	$ 1,450,000.00	$ 1,450,000.00
17	New UV Disinfection System: Work Not Captured under Base Bid Item No. 18	LS	LS	$ 2,239,000.00	$ 2,239,000.00	$ 1,671,000.00	$ 1,671,000.00	$ 400,000.00	$ 400,000.00	$ 2,700,000.00	$ 2,700,000.00
18	Pre-Negotiated Ultraviolet (UV) Disinfection System and Services as Supplied by TrojanUV (See Section 11265 and Appendix B)	LS	LS	$ 806,353.00	$ 806,353.00	$ 806,353.00	$ 806,353.00	$ 806,353.00	$ 806,353.00	$ 806,353.00	$ 806,353.00
19	Reclaimed Water Pump Station Modifications	LS	LS	$ 1,090,000.00	$ 1,090,000.00	$ 1,815,000.00	$ 1,815,000.00	$ 100,000.00	$ 100,000.00	$ 2,000,000.00	$ 2,000,000.00
20	Existing UV Structure Demolition and Modifications	LS	LS	$ 20,000.00	$ 20,000.00	$ 722,000.00	$ 722,000.00	$ 30,000.00	$ 30,000.00	$ 17,000.00	$ 17,000.00
21	Scum Holding Tanks	LS	LS	$ 500,000.00	$ 500,000.00	$ 377,000.00	$ 377,000.00	$ 50,000.00	$ 50,000.00	$ 1,100,000.00	$ 1,100,000.00
22	WAS Storage Tank	LS	LS	$ 1,200,000.00	$ 1,200,000.00	$ 115,000.00	$ 115,000.00	$ 500,000.00	$ 500,000.00	$ 3,525,000.00	$ 3,525,000.00
23	Solids Processing Building	LS	LS	$ 30,650,000.00	$ 30,650,000.00	$ 31,900,000.00	$ 31,900,000.00	$ 61,137,000.00	$ 61,137,000.00	$ 28,200,000.00	$ 28,200,000.00
24	Digested Biosolids Storage Tank	LS	LS	$ 752,000.00	$ 752,000.00	$ 984,000.00	$ 984,000.00	$ 75,000.00	$ 75,000.00	$ 150,000.00	$ 150,000.00
25	Biosolids Odor Control System	LS	LS	$ 1,682,000.00	$ 1,682,000.00	$ 646,000.00	$ 646,000.00	$ 50,000.00	$ 50,000.00	$ 1,500,000.00	$ 1,500,000.00
26	THP Slab, Canopy and System	LS	LS	$ 870,000.00	$ 870,000.00	$ 1,730,000.00	$ 1,730,000.00	$ 150,000.00	$ 150,000.00	$ 1,000,000.00	$ 1,000,000.00
27	Pre-Negotiated Thermal Hydrolysis Pretreatment (THP) System and services as supplied by Cambi, Inc. (See Section 11351 and Appendix C)	LS	LS	$ 3,232,721.00	$ 3,232,721.00	$ 3,232,721.00	$ 3,232,721.00	$ 3,232,721.00	$ 3,232,721.00	$ 3,232,721.00	$ 3,232,721.00
28	Anaerobic Digesters	LS	LS	$ 4,045,000.00	$ 4,045,000.00	$ 3,393,000.00	$ 3,393,000.00	$ 800,000.00	$ 800,000.00	$ 2,000,000.00	$ 2,000,000.00
29	Digester Building	LS	LS	$ 7,665,000.00	$ 7,665,000.00	$ 11,035,000.00	$ 11,035,000.00	$ 20,900,000.00	$ 20,900,000.00	$ 10,000,000.00	$ 10,000,000.00
30	Combined Heat and Power (CHP) System	LS	LS	$ 5,154,000.00	$ 5,154,000.00	$ 5,400,000.00	$ 5,400,000.00	$ 700,000.00	$ 700,000.00	$ 3,600,000.00	$ 3,600,000.00
31	Other Elevated Piping Systems	LS	LS	$ 28,680,000.00	$ 28,680,000.00	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 250,000.00	$ 250,000.00
32	Demolition not Included in Other Base Bid Items	LS	LS	$ 1,695,000.00	$ 1,695,000.00	$ 1,815,000.00	$ 1,815,000.00	$ 40,000.00	$ 40,000.00	$ 250,000.00	$ 250,000.00
33	Rock and Boulder Excavation	3,200	Tons	$ 62.00	$ 198,400.00	$ 30.00	$ 96,000.00	$ 40.00	$ 128,000.00	$ 65.00	$ 208,000.00
34	Over Excavation and Associated Backfill with Structural Fill	6,200	CY	$ 45.00	$ 279,000.00	$ 32.00	$ 198,400.00	$ 21.00	$ 130,200.00	$ 11.00	$ 68,200.00

BID TABULATION SHEET

CLIENT:
CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT (RE-BID)
COF CONTRACT NO. 2017-0264
CDM SMITH PROJECT NO. 14915-96594-WRF

BID OPENING:
JUNE 18, 2018
2:00 P.M. LOCAL TIME

PREPARED BY:
CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339
(404) 720-1400

CERTIFIED AS CORRECT:
Carol D. Card

DATE:
6/22/18

CAROLINE DAWN CARDEN
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 117378
STATE OF TENNESSEE
6/22/18

BIDDERS IN ALPHABETICAL ORDER:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Kiewit Infrastructure South Co. 1700 Hayes Street, Suite 104 Nashville, TN 37203 (925) 595-8774		Oscar Renda Contracting, Inc. 608 Henrietta Creek Road Roanoke, TX 76262 (817) 491-2703	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
35	Temporary Erosion and Sedimentation Control	LS	LS	$ 209,000.00	$ 209,000.00	$ 229,000.00	$ 229,000.00	$ 118,000.00	$ 118,000.00	$ 200,000.00	$ 200,000.00
36	Long Term Revegetation and Stabilization	LS	LS	$ 63,000.00	$ 63,000.00	$ 50,000.00	$ 50,000.00	$ 90,000.00	$ 90,000.00	$ 50,000.00	$ 50,000.00
37	Temporary Access Road	LS	LS	$ 219,000.00	$ 219,000.00	$ 332,000.00	$ 332,000.00	$ 113,000.00	$ 113,000.00	$ 200,000.00	$ 200,000.00
38	Paving	LS	LS	$ 738,000.00	$ 738,000.00	$ 775,000.00	$ 775,000.00	$ 660,000.00	$ 660,000.00	$ 550,000.00	$ 550,000.00
39	Additional Photographic Services as Requested by the Owner per Section 01322										
	39A. Photographer's mobilization / demobilization (trip) cost	10	Trips	$ 150.00	$ 1,500.00	$ 150.00	$ 1,500.00	$ 150.00	$ 1,500.00	$ 155.00	$ 1,550.00
	39B. Photographer's hourly rate	40	Hours	$ 150.00	$ 6,000.00	$ 150.00	$ 6,000.00	$ 300.00	$ 12,000.00	$ 200.00	$ 8,000.00
40	On-Call Assistance and Maintenance Supervision for the Pre-Dewatering Centrifuges	4	Weeks	$ 8,000.00	$ 32,000.00	$ 7,000.00	$ 28,000.00	$ 8,000.00	$ 32,000.00	$ 8,000.00	$ 32,000.00
41	Hauling, Alkalinity Addition, Reconstitution, Heating, and Injection of Seed Sludge for the Anaerobic Digesters (See Section 01666)	135	Tons	$ 400.00	$ 54,000.00	$ 730.00	$ 98,550.00	$ 430.00	$ 58,050.00	$ 200.00	$ 27,000.00
42	Commissioning Services for the Biosolids Treatment System	LS	LS	$ 421,000.00	$ 421,000.00	$ 265,000.00	$ 265,000.00	$ 500,000.00	$ 500,000.00	$ 50,000.00	$ 50,000.00
43	Electrical Subcontractor Costs Not Captured under Other Bid Items	LS	LS	$ 16,600,000.00	$ 16,600,000.00	$ 6,800,000.00	$ 6,800,000.00	$ 10,400,000.00	$ 10,400,000.00	$ 12,000,000.00	$ 12,000,000.00
44	PCSS Equipment, Materials and Services	LS	LS	$ 3,000,000.00	$ 3,000,000.00	$ 2,050,000.00	$ 2,050,000.00	$ 2,100,000.00	$ 2,100,000.00	$ 2,000,000.00	$ 2,000,000.00
45	All Other Work under the Bidding Documents, Complete as Indicated on the Drawings and Specifications, Exclusive of Base Bid Items 1 through 44 Listed Above	LS	LS	$ 2,508,000.00	$ 2,508,000.00	$ 13,156,186.00	$ 13,156,186.00	$ 20,000.00	$ 20,000.00	$ 3,000,000.00	$ 3,000,000.00
46	Owner's Contingency	N/A	N/A	N/A	$ 4,000,000.00	N/A	$ 4,000,000.00	N/A	$ 4,000,000.00	N/A	$ 4,000,000.00
	TOTAL, PART 1 - BASE BID (Items 1 through 46) (CALCULATED IN THIS SPREADSHEET)				**$ 147,725,824.00**		**$ 133,656,600.00**		**$ 131,300,000.00**		**$ 137,787,564.00**
	TOTAL, PART 1 - BASE BID (Items 1 through 46) (ENTERED BY BIDDER ON BID FORM)				**$ 147,725,824.00**		**$ 133,669,000.00**		**$ 131,300,000.00**		**$ 137,787,564.00**

BID TABULATION SHEET

CLIENT:
CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT (RE-BID)
COF CONTRACT NO. 2017-0264
CDM SMITH PROJECT NO. 14915-96594-WRF

BID OPENING:
JUNE 18, 2018
2:00 P.M. LOCAL TIME

PREPARED BY:
CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339
(404) 720-1400

CERTIFIED AS CORRECT: Caroline D. Carden

DATE: 6/22/18

CAROLINE DAWN CARDEN
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 117378
STATE OF TENNESSEE
6/22/18

BIDDERS IN ALPHABETICAL ORDER:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Kiewit Infrastructure South Co. 1700 Hayes Street, Suite 104 Nashville, TN 37203 (925) 595-8774		Oscar Renda Contracting, Inc. 608 Henrietta Creek Road Roanoke, TX 76262 (817) 491-2703	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
PART 2 - ALLOWANCE ITEMS											
1	Allowance for procurement of equipment and furnishings for the Solids Processing Building laboratory and control room	As determined by the Engineer		$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00
2	Allowance for inspection and refurbishment or replacement, as needed, of existing discharge valves at the Reuse Pump Station	As determined by the Engineer		$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
3	Allowance for structural modifications associated with the selection of a Pre-Dewatering Centrifuge differing from that shown on the Drawings	As determined by the Engineer		$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
4	Allowance for structural modifications associated with the selection of a Post-Dewatering Screw Press differing from that shown on the Drawings	As determined by the Engineer		$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
5	Allowance for the purchase and installation of ground cover, shrubbery, plants, and trees as specified by the City of Franklin Building & Neighborhood Services Department	As determined by the Engineer		$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
6	Allowance for improvements to and refurbishment of the remaining ABW Filter	As determined by the Engineer		$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
7	Allowance for materials testing (See Section 01400)	As determined by the Engineer		$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00
8	Allowance for Middle Tennessee Electrical Membership Corporation (MTEMC) fees	Fee to be negotiated with MTEMC		$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
9	Allowance for purchase and delivery of spare parts	As determined by the Engineer		$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
	TOTAL, PART 2 - ALLOWANCE ITEMS (Items 1 through 9)				**$ 1,080,000.00**		**$ 1,080,000.00**		**$ 1,080,000.00**		**$ 1,080,000.00**

BID TABULATION SHEET

CLIENT:
CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF MODIFICATIONS AND EXPANSION PROJECT (RE-BID)
COF CONTRACT NO. 2017-0264
CDM SMITH PROJECT NO. 14915-96594-WRF

BID OPENING:
JUNE 18, 2018
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PREPARED BY:
CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339
(404) 720-1400

CERTIFIED AS CORRECT: Carolin D. Card

DATE: 6/22/18

CAROLINE DAWN CARDEN
REGISTERED ENGINEER
AGRICULTURE
6/22/18
COMMERCE
No. 117378
STATE OF TENNESSEE

BIDDERS IN ALPHABETICAL ORDER:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Kiewit Infrastructure South Co. 1700 Hayes Street, Suite 104 Nashville, TN 37203 (925) 595-8774		Oscar Renda Contracting, Inc. 608 Henrietta Creek Road Roanoke, TX 76262 (817) 491-2703	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
PART 3 - BID SUMMARY											
	TOTAL PART 1 - BASE BID (CALCULATED)				$ 147,725,824.00		$ 133,656,600.00		$ 131,300,000.00		$ 137,787,564.00
	TOTAL PART 2 - ALLOWANCE ITEMS				$ 1,080,000.00		$ 1,080,000.00		$ 1,080,000.00		$ 1,080,000.00
	TOTAL BID (CALCULATED IN THIS SPREADSHEET)				**$ 148,805,824.00**		**$ 134,736,600.00**		**$ 132,380,000.00**		**$ 138,867,564.00**
	TOTAL PART 1 - BASE BID (ENTERED BY BIDDER ON BID FORM)				$ 147,725,824.00		$ 133,669,000.00		$ 131,300,000.00		$ 137,787,564.00
	TOTAL PART 2 - ALLOWANCE ITEMS				$ 1,080,000.00		$ 1,080,000.00		$ 1,080,000.00		$ 1,080,000.00
	TOTAL BID (ENTERED BY BIDDER ON BID FORM)				**$ 148,805,824.00**		**$ 134,749,000.00**		**$ 132,380,000.00**		**$ 138,867,564.00**

Item No.	Item Description	Estimated Quantity	Units	Brasfield & Gorrie Unit Price	Brasfield & Gorrie Total Price	Garney Unit Price	Garney Total Price	Kiewit Unit Price	Kiewit Total Price	Oscar Renda Unit Price	Oscar Renda Total Price
PART 4 - ADDITIVE AND DEDUCTIVE ALTERNATES FOR BID											
	Additive Alternate A - Addition of Jet Mixing System to EQ Tank		LS	N/A	$ 450,000.00	N/A	$ 950,000.00	N/A	$ 510,000.00	N/A	$ 320,000.00
	Additive Alternate B - Additional Demolition in Existing Sludge Treatment Area		LS	N/A	$ 440,000.00	N/A	$ 405,000.00	N/A	$ 839,000.00	N/A	$ 215,000.00
	Additive Alternate C - Demolition of Existing Headworks		LS	N/A	$ 170,000.00	N/A	$ 180,000.00	N/A	$ 316,000.00	N/A	$ 90,000.00
	Additive Alternate D - Change Electrical Building from Precast to CMU		LS	N/A	$ 30,000.00	N/A	$ 95,000.00	N/A	NO BID	N/A	$ 10,000.00
	Deductive Alternate A (Not Used)		LS	N/A	$ -	N/A	$ -	N/A	$ -	N/A	$ -
	Deductive Alternate B (Not Used)		LS	N/A	$ -	N/A	$ -	N/A	$ -	N/A	$ -
	Deductive Alternate C - Change SBS Roofing Systems to TPO		LS	N/A	$ 23,000.00	N/A	$ 19,000.00	N/A	$ 30,000.00	N/A	$ 65,000.00
	Deductive Alternate D - Construct Berms Instead of Hauling Excess Material		LS	N/A	$ 115,000.00	N/A	$ 40,000.00	N/A	$ 1,000.00	N/A	$ 80,000.00

HISTORIC FRANKLIN TENNESSEE

City of Franklin, Tennessee

Water Reclamation Facility Modifications and Expansion Project Discussion

July 10, 2018

City of Franklin, Tennessee

Project Background

- Integrated Water Resources Plan (initiated in 2009)
  - Upgrade existing WRF to 16 MGD
  - Anticipate more stringent permit limits
  - Construct 16 MGD biosolids treatment capacity at existing site
    - Selection criteria: efficient operations, decreased energy consumption, sustainability and reliability, diverse portfolio disposal options, risk reduction, focus on odor control, automation, Class A EQ

City of Franklin, Tennessee

Summary of Proposed Upgrades - Liquid

- Construction of a new EQ and headworks facility
- Addition of phosphorus removal capability (biological and chemical)
- Construction of a new UV disinfection facility
- Upgrades to the reclaimed water pump station
- Upgrades to the facility-wide odor control
- Significant electrical improvements
- Implementation of a new SCADA system

City of Franklin, Tennessee

Summary of Proposed Upgrades - Solids

- Construction of a new solids processing building
  - Centrifuge thickening, screw press dewatering, truck loading, laboratory, CHP engine, boiler,
- Construction of a new thermal hydrolysis process skid
- Construction of three new anaerobic digesters
- Upgrades to the facility-wide odor control
- Significant electrical improvements
- Implementation of a new SCADA system

HISTORIC FRANKLIN TENNESSEE

City of Franklin, Tennessee

Bidding Process Summary

- Opened June 18, 2018 at 2pm Board Room

Bidder		Total Base Bid
1	Kiewit Infrastructure South Co.	$132,380,000
2	Garney Companies, Inc.	$134,736,600
3	Oscar Rends Contracting, Inc.	$138,867,564
4	Brasfield & Gorrie, LLC	$148,805,824

Additive and Deductive Alternatives

- Project was bid with a number of additive and deductive alternates to the total bid price.
- Staff recommends Alternate A as a valuable alternative
  - Additive Alternate A – addition of a jet mixing system in the equalization tank ($510,000)
    - As flow is routed and contained in the equalization basin, the addition of the jet mixing system prevent settling
      - Redundant help with odors
      - Aid staff in maintenance of tank after use

City of Franklin, Tennessee

Construction Timeline

- 42 month construction period (3.5 years)
- Temporary access off Mack Hatcher (right in / right out)
- Maintain operations throughout construction (specific sequence of construction has been defined)

HISTORIC
FRANKLIN
TENNESSEE

City of Franklin, Tennessee

Financial Summary

- Staff is working with COS consultant to evaluate any impacts with respect to rates
- Savings of $19,375,953 from the June 2018 rebid of the project based upon the January 2018 initial bid
- State Revolving Fund is providing $100,000,000 of loan at 1.47% with a 30 year term
  - $225,000 in principle forgiveness
  - Saving over $30,000,000 in interest as what would be expected from the bond market
  - Continuing to pursue additional SRF funding
- The approved 5-year rate plans have allowed WMD to accumulate funds that will be used to fund a portion of the remaining project costs

HISTORIC FRANKLIN TENNESSEE

City of Franklin, Tennessee

Bid Award Timeline

- Bids opened June 15, 2018
  - Valid for 90-days (September 13, 2018)
- Sent to SRF for bid award approval (~30-45 days)
- Notice-To-Proceed within 90 days of SRF approval

Discussion