



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, May 24, 2016

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [16-0436](#) Initial discussion and guidance is requested for proceeding with creating a community-wide Public Art Program. Julie Walton, Walton's Antique Jewelers, Ellie Westman Chin, Williamson County Convention and Visitors Bureau, and Kelly Hardwood, Gallery 202 are representing the artisan community.

Sponsors: Eric Stuckey, Vernon Gerth and Monique McCullough
Attachments: [DFA Public Art Memorandum.pdf](#)
2. [16-0450](#) Consideration of Event Permit for Franklin on the Fourth sponsored by the Franklin Lions Club in Downtown Franklin (05-24-2016 WS)

Sponsors: Deb Faulkner
Attachments: [FOT4 2016 REVISED App](#)
3. [16-0434](#) Discussion of Procedure for Adopting an Increase in the Hotel/Motel Tax rate for the City of Franklin

Sponsors: Eric Stuckey and Michael Walters Young
Attachments: [Private Act establishing Franklin hotel tax](#)
[Ordinance 1996-61 establishing hotel tax](#)
[List of city and county hotel tax rates](#)
[2006 Hotel Tax Ordinance](#)
4. [16-0453](#) *Consideration of Resolution 2016-23, a Resolution to Adopt Amendment 4 to the City of Franklin Employees' Pension Plan. (05-16-16 Employee Pension Committee, 05-24-16 WS)

Sponsors: Eric Stuckey, Russ Truell and Shirley Harmon
Attachments: [RESOLUTION 2016-23 Law Approved](#)
[Fourth Amendment to Pension Plan](#)

5. [16-0454](#) *Consideration of Resolution 2016-27, a Resolution to Amend the Partnership Agreement with Forest Growth Timber Advisors. (05-16-16 Employee Pension Committee, 05-24-16 WS)
- Sponsors:** Eric Stuckey, Shirley Harmon and Russ Truell
- Attachments:** [Resolution 2016-17](#)
[FIA agreement Amendment 4](#)
6. [16-0324](#) Consideration Of Amendment #1 To Interlocal Agreement Between City Of Franklin And Bi County Solid Waste Management For The Transport And Disposal Of Solid Waste (COF Contract No. 2012-0023)(05-24-2016 WS)
- Sponsors:** Eric Stuckey and Becky Caldwell
- Attachments:** [Bi County agreement executed](#)
[2012-0023 Amd 1.Bi County Interlocal.Law Approved.pdf](#)
7. [16-0384](#) Consideration of COF Contract No. 2016-0096, An Agreement Between Middle Tennessee State University And The City Of Franklin, Tennessee. (05-24-2016 WS)
- Sponsors:** Lisa Clayton
- Attachments:** [2016-0096 MTSU Carter Hill Project for Interpretative Signage Law Approved](#)
8. [16-0437](#) Consideration Of A Lighting Maintenance Agreement Between The City Of Franklin And Charlton Green, Sections II & III, Home Owners Association, Inc. (COF Contract 2016-0053)(05-24-2016 WS)
- Sponsors:** Eric Stuckey and Vernon Gerth
- Attachments:** [Picture - Charlton Green Decorative Lights.jpg](#)
[Charlton Green Lighting Agreement - Endorsed by HOA.pdf](#)
9. [16-0360](#) Consideration of Ordinance 2016-015, To Be Entitled: "An Ordinance Amending The City of Franklin Municipal code, Appendix A - Comprehensive Fees and Penalties, Chapter 18 - Water & Sewers For The Purpose of Updating Water and Sanitary Sewer User Rates; (05/12/16 Finance 3-0, 05/24/16 WS, 05/24/2016 BOMA 7-0; 06/14/16 BOMA 2nd Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Eric Stuckey and Mark Hilty
- Attachments:** [Water Rate Ordinance 2016-015](#)
- Legislative History**
- | | | |
|---------|----------------------------|------------------------------|
| 5/12/16 | Budget & Finance Committee | referred to the Work Session |
|---------|----------------------------|------------------------------|

10. [16-0357](#) Consideration of Ordinance 2016-012, an Ordinance to Adopt a Budget for Fiscal Year 2016-2017; (05-12-16 Finance 3-0, 05/24/16 WS: 05/24/16 BOMA 7-0; 06/14/16 BOMA 2nd Reading 8-0) THIRD AND FINAL READING

Sponsors: Eric Stuckey, Russ Truell and Michael Walters Young

Attachments: [Ordinance 2016-012 Budget FY17 Law Approved wFinance Revision.pdf](#)
[FY 2017 - Budget Presentation BOMA - 5-24-16](#)
[FY 2017 - Budget PH Presentation BOMA - 6-14-16 \(002\)](#)

Legislative History

5/12/16	Budget & Finance Committee	referred to the Work Session
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11. [16-0358](#) Consideration of Ordinance 2016-013, as Amended, an Ordinance to Establish a Property Tax Rate for 2017. (05-12-16 Finance 3-0, 05-24-16 WS, BOMA 7-0; 06/14/16 BOMA 2nd Reading 8-0) THIRD AND FINAL READING)

Sponsors: Eric Stuckey, Russ Truell and Michael Walters Young

Attachments: [2016-13ORD Tax Rate Ordinance - as amended with Certified Tax Rate.pdf](#)
[Tax Rate Ordinance 2016-013](#)
[2016-13ORD Tax Rate Ordinance - as amended with Certified Tax Rate redline](#)

Legislative History

5/12/16	Budget & Finance Committee	referred to the Board of Mayor & Aldermen
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Other Business

Adjournment

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



May 2nd, 2016

Re: Public Art

Dear Board of Mayor and Aldermen,

I am writing to you on behalf of the Downtown Franklin Association, the Williamson County Convention and Visitors Bureau, and the Heritage Foundation in regards to public art in our beautiful city of Franklin.

Public art has proven to be a hugely beneficial element in creating a strong community, both economically and culturally for many different cities throughout the country. Community based art and cultural experiences would not only display the history and vibrancy of Franklin to the many visitors we welcome, but would also nurture the love and pride for those who call Franklin home.

Through numerous conversations over the last year, and the continued success of the Downtown Franklin Association's local artist driven Art Scene, we have discovered a shared narrative amongst our organizations and local residents in creating a forum and plan for public art in Franklin. We have discussed the need and desire with Vernon Gerth, Monique McCullough, Molly Pike and Amanda Hall from the City of Franklin, and have determined the best way to proceed is to present our interest in establishing a Public Art Program by requesting your initial support for proceeding with developing guidelines and an ordinance for your future consideration that provides a formal review process and oversight.

I would be honored for the opportunity to present to you our vision for public art in Franklin at the Board of Mayor and Aldermen meeting on May 24th.

Sincerely,

Julie Walton Garland
COO, Walton's Antique and Estate Jewelry
Promotions Chair, Downtown Franklin Association



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FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: DOWNTOWN SQUARE
3RD AVE, NORTH & SOUTH

2) Name/purpose of event: 4TH OF JULY CELEBRATION

3) Date or dates of event: JULY 4, 2016

4) Time of Event: 10 A.M. - 8 p.m.

5) Time of Street Closure (if applicable): MIDNIGHT, JULY 3RD

Set-Up Date/Time: 4 A.M. - JULY 4 **Tear-down Date/Time:** START: 8 p.m.

FINISH: 11:30 p.m.
*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

FRANKLIN LIONS CLUB

a) Address: P.O. BOX 521, FRANKLIN, TN 37065

b) Phone: _____ **c) Cell:** 615-479-7751 **d) Fax:** 931-486-0136

e) E-mail address: TNBUGLE@AOL.COM

7) Person in charge on day of event: SCOTT DUGAN

Cell: 615-479-7751 **E-mail address:** TNBUGLE@AOL.COM



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TENNESSEE

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

Name: MIKE WYATT Cell: 615-260-4563 E-mail address: MKE.NT.WYATT@COMCAST.NET

Name: PAUL DEYO Cell: 615-898-5562 E-mail address: PABLOD953@TDS.NET

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

4TH OF JULY CELEBRATION - 10 A.M. - 8 P.M. 60 FOOD & CRAFT VENDORS. 1 STAGE ON SQUARE. PETTING ZOO + KIDS ZONE 3RD AVE. NORTH.

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

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

3,000

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

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

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

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

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. VENDOR FEES ONLY - \$150 PER SPACE

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

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

LIONS CLUB - 100% AFTER EXPENSE'S

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



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
ENTERTAINMENT FROM THE STAGE
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
BANDS, CHILDREN'S SHOW, ANNOUNCEMENTS
- 23) During what time period is sound amplification requested? 10 A.M. - 8 P.M.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). MEDIUM SIZE BANDS, 1 BIG BAND JAZZ GROUP, ALL VOLUME MONITORED BY D.B. METERS + KEPT BELOW 110 D.B.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
THE SQUARE AT 3RD AVENUE NORTH
THE SQUARE AT 3RD AVENUE SOUTH
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



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TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: [Signature] - FRANKLIN ^{CLUB} CLUB Date: 4/15/16
(Signature and title – must be officer of organization)

DIRECTOR - FRANKLIN ON THE PAVEMENT

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

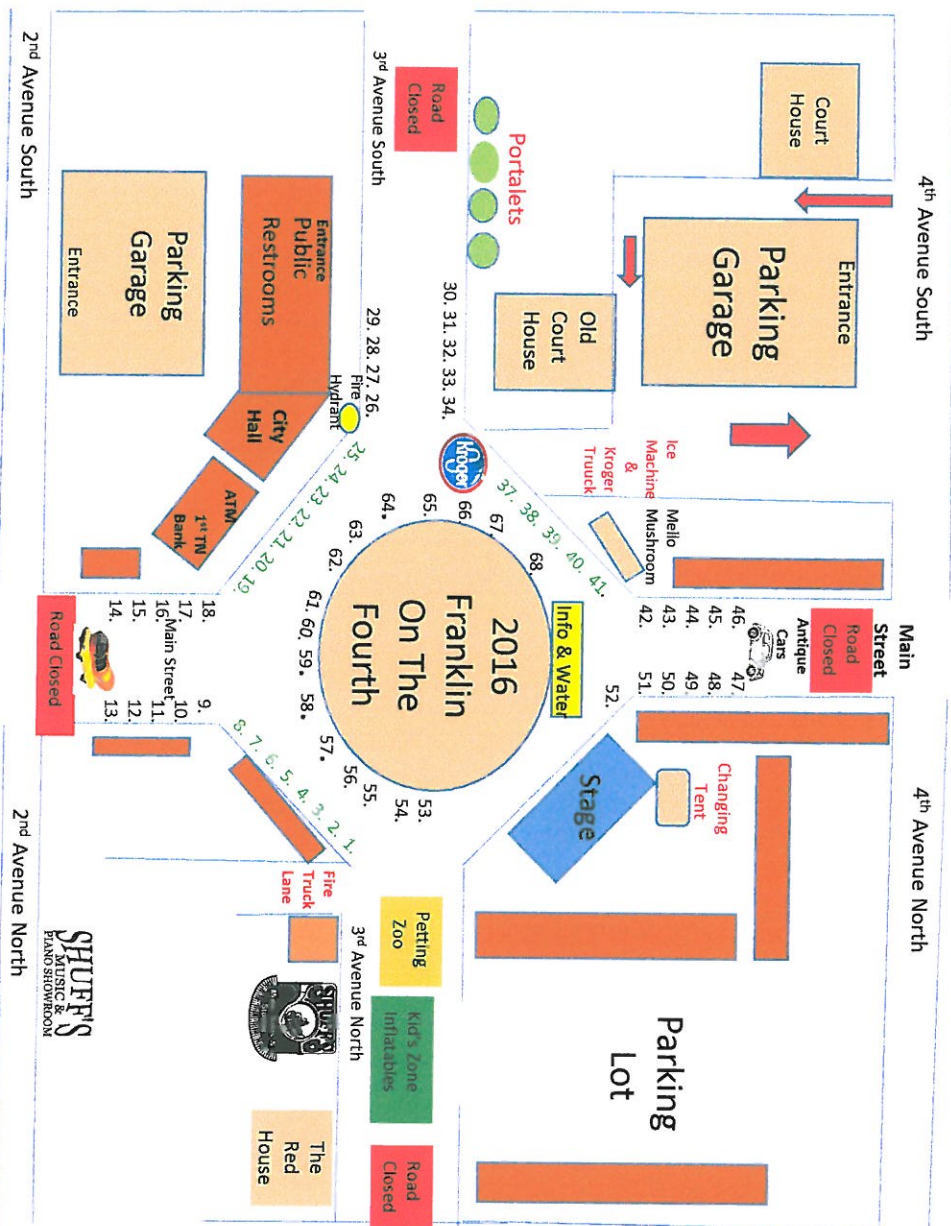
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* **Return application to:** *
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*



Vendor Location

1. Food Vendor
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Tnevents



→ To I-65



2016 Franklin On The Fourth

This List is still being formed.
This is who we had last year,
and we expect most to repeat.

Food Vendors

Kroger – Sponsor also selling ribs and corn
Delicious Columbiana
Ace's Kettlecorn
Sno-Ball Heaven
Debbie's Lemon Factory
Wild Bill's Old Fashion Soda Pop Company
Hit and Miss Ice Cream
Bobalicious
Kona Ice
Ellie's Old Fashioned Doughnuts
Buffalos Texas Smoked Sausage
Begley
Papa Doo's & Mama "D"

Craft Vendors

Williamson Medical

African Shea Butter
Edna's Unique Designs
Kaye's Krafts & Kreations
Trinkets & Baubles In Sterling Silver
The Farm at Natchez Trace

The Rainbow Dragon
Exodus Chiropractic
Inspired Expressions
A & E Design
Advo Care
Lucky Lindy
American Legion
Graceworks

The Academy of West Haven
One Nation Under God
Surfin Plumbers

New Life Chiropractic
Jackie's Corner
Annie Jades
Life Spring Chiropractic
Crossroads Natural Horsemanship
Dixie Homecrafters

Hinz Family Chiropractic
Debbie Sew Busy
Tip Top Home Solutions
Glo Works
Antique Cars
G Force Games
Kids Jumpys
Petting Zoo and Pony Rides

Good Neighbor Letter

Franklin On The 4th Fourth of July Celebration On the Square in Historic Downtown Franklin, TN

*In Cooperation & Sponsored by The City of Franklin
Benefiting*



The Franklin Lions Club



General Information

Date: Monday, July 4th, 2016

Time: 10am – 8:30pm

Music: 10 a.m. – 8:00pm

Location: On the Square in Historic Franklin

Street Closures: Main Street at 2nd Avenue., The Square, Main Street to 4th Avenue.
1 block of 3rd Avenue North & South

Closure Time: July 4th, 1 a.m.

Open Time: July 5th, 1 a.m.

Event Organizer: Scott Ducaj, PO Box 140835, Nashville, TN

On Site Phone: 615-479-7751

This family-friendly event is organized and produced by The Franklin Lions Club in conjunction with the City of Franklin and TN Events. Last year's event attracted more than 3,000 people and this year's event should be similar. There will be over fifty food & craft vendors, music stage, antique cars, and a kid's zone. The Kid's zone will be filled with things to dazzle the little ones including inflatables, climbing walls, slides, interactive crafts & a petting zoo. The Children's Parade will begin at 5 p.m. starting at Main Street and 4th Avenue. There will be Prizes for best costume and decorated bikes and wagons. Pets are welcome!

Its purposes are to celebrate the 4th of July by showcasing high quality superb musical entertainment, acquaint the public with the restored historic downtown area, and raise money for the Franklin Lions Club. *Founded in 1945, Franklin's Lions club is the oldest civic organization in the city. Events for Franklin on the Fourth will kick off at 10 a.m. in downtown Franklin. For more information, please visit: www.TNeventInfo.com.* This event concludes at 9:30 p.m.

The Franklin Lions Club does appreciate the fact that there are many businesses downtown serving as not only a great backdrop for the festival, but also giving the patrons many options in shopping. We realize that you are here year round and will do all we can do to make this a favorable experience for your business as well as our guests. We are trying to minimize the amount of time for street closures, to a minimal amount for set up and clean up. We also understand that we are in a residential neighborhood and that volume can be an issue. All our sound engineers (which control all stage groups) are equipped with sound meters to ensure the volume stays within acceptable neighborhood guidelines and levels.

We are excited to be back downtown and look forward to a great day!

Scott Ducaj, Director
Franklin On The 4th
Franklin Lions Club



2016 Franklin On the 4th

This is 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.

Al Dorsey – President

Franklin Lions Club
PO Box 521
Franklin, TN 37065
615-400-2573
Clint.McCain@franklinsynergy.com

Scott Ducaj – Director, Franklin On The 4th

Franklin Lions Club
1725 John Sharp Rd.
Spring Hill, TN 37174
615-479-7751
tnbugle@aol.com
www.TNeventInfo.com

Mike Wyatt – Logistics Manager, Franklin On The 4th

PO Box 140835
Nashville, TN 37214
615-260-4563
mkentwyatt@comcast.net

Paul Deyo – Vendor Manager, Franklin On The 4th

PO Box 140835
Nashville, TN 37214
615-498-5562
Pablod953@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 425 N. Martingale Road, Suite 1100 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 1-888-467-2378	
	E-MAIL ADDRESS: lionsclubs@willis.com	
INSURED Franklin Lions Club Franklin Tennessee	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDOG27336395	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	☒ Agg. Per Named Insured is \$2,000,000					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 10,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP. CP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		ISAH08827552	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)					E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

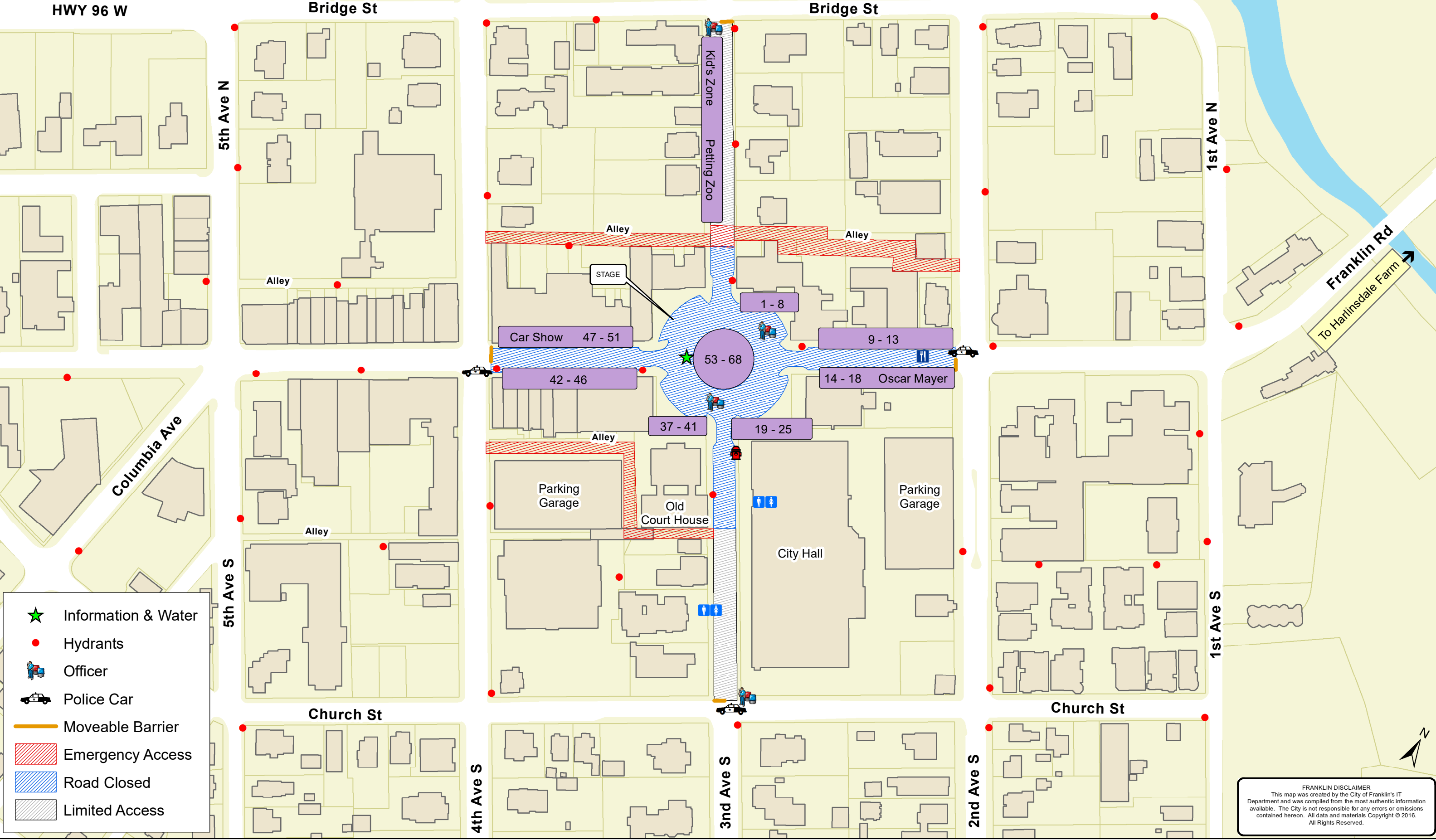
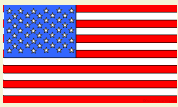
Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Franklin on the Fourth PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
PO Box 306
Franklin Tennessee 37065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Information & Water

Hydrants

Officer

Police Car

Moveable Barrier

Emergency Access

Road Closed

Limited Access

RELATED PRIVATE ACTS

PASSED: MAY 7, 1987

s/Ed Murray

SPEAKER OF THE
HOUSE OF REPRESENTATIVES

s/John S. Wilder

SPEAKER OF THE SENATE

APPROVED this _____ day of _____ 19 _____

GOVERNOR

House Bill No. 1311 was received by the Governor on May 14, 1987, and was transmitted to the Secretary of State's office without his signature on May 26, 1987. The effective date of Private Chapter No. 117 (HB 1311) is May 27, 1987.

CHAPTER NO. 188

HOUSE BILL NO. 2181

By Representatives Mike Williams, Callicott

Substituted for: Senate Bill No. 3164

By Senator Jordan

AN ACT to authorize the City of Franklin to levy a privilege tax on the occupancy of any rooms lodgings or accommodations furnished to transients by any hotel, inn, tourist camp, tourist court, tourist cabin, motel or any place in which rooms, lodgings, or accommodations are furnished to transients for a consideration within the City of Franklin; to regulate collection of the tax; and to provide for the application of the tax revenue.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. As used in this act unless the context otherwise requires:

- (1) "Consideration" means the consideration charged, whether or not received, for the occupancy in a hotel valued in money whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever; provided, however, nothing in this defini-

FRANKLIN CODE

tion shall be construed to imply that consideration is charged when the space provided to the person is complimentary from the operator and no consideration is charged to or received from any person.

- (2) "Hotel" means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist camp, tourist cabin, motel or any place in which rooms, lodgings or accommodations are furnished to transients for a consideration.
- (3) "Occupancy" means the use or possession, or the right to use or possession, of any room, lodgings or accommodations in any hotel.
- (4) "Operator" means the person operating the hotel whether as owner, lessee or otherwise.
- (5) "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (6) "Transient" means any person who exercises occupancy or is entitled to occupancy for any rooms, lodgings or accommodations in a hotel for a period of less than ninety (90) continuous days.

SECTION 2. The Legislative Body of the City of Franklin is authorized to levy and collect a privilege tax upon the privilege of occupancy in any hotel of each transient in an amount not to exceed five percent (5%) of the consideration charged by the operator. Such tax is a privilege tax upon the transient occupying such room and is to be collected as provided by this act.

SECTION 3. Such tax shall be added by each and every operator to each invoice prepared by the operator for the occupancy of the hotel and given directly or transmitted to the transient. Such tax shall be collected by such operator from the transient and remitted to the city.

When a person has maintained occupancy for thirty (30) continuous days, that person shall receive from the operator a refund or credit for the tax previously collected from or charged to him, and the operator shall receive credit for the amount of such tax if previously paid or reported to the City of Franklin.

SECTION 4.

- (a) The tax hereby levied shall be remitted by all operators who lease, rent or charge for any rooms, lodgings, spaces or accommodations in hotels within the city to the City Recorder, such tax to be remitted to such officer not later than the twentieth (20th) day of each month for the preceding month. The operator is hereby required to collect the tax from the transient at the time of the presentation of the invoice for such occupancy whether prior to occupancy or after occupancy as may be the custom of the operator, and if credit is granted by the operator to the transient, then the obligation to the city entitled to such tax shall be that of the operator.

RELATED PRIVATE ACTS

- (b) For the purpose of compensating the operator for remitting the tax levied by this act, the operator shall be allowed two percent (2%) of the amount of the tax due and remitted to the City Recorder in the form of a deduction in submitting the report and paying the amount due by such operator, provided the amount due was not delinquent at the time of payment.

SECTION 5. The City Recorder shall be responsible for the collection of such tax. A monthly tax return under oath shall be filed with the City Recorder by the operator with such number of copies thereof as the City Recorder may reasonably require for the collection of such tax. The report of the operator shall include such facts and information as may be deemed reasonable for the verification of the tax due. The form of such report shall be developed by the City Recorder and approved by the legislative body prior to use. The City Recorder shall audit each operator in the city at least once per year and shall report on the audits made on a quarterly basis to the legislative body. The legislative body is hereby authorized to adopt ordinances to provide reasonable rules and regulations for the implementation of the provisions of this act.

SECTION 6. No operator of a hotel shall advertise or state in any manner whether directly or indirectly that the tax or any part thereof will be assumed or absorbed by the operator or that it will not be added to the rent, or that if added, any part will be refunded.

SECTION 7. Taxes collected by an operator which are not remitted to the City Recorder on or before the due dates are delinquent. An operator shall be liable for interest on such delinquent taxes from the due date at the rate of twelve percent (12%) per annum, and as liable for an additional penalty of one percent (1%) for each month or fraction thereof such taxes are delinquent. Such interest and penalty shall become a part of the tax herein required to be remitted. Each occurrence of willful refusal of an operator to collect or remit the tax or willful refusal of a transient to pay the tax imposed is unlawful and shall be punishable by a civil penalty not in excess of fifty dollars (\$50.00).

SECTION 8. It is the duty of every operator liable for the collection and payment to the city of any tax imposed by this act to keep and preserve for a period of three (3) years all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of the payment to the city, which records the City Recorder shall have the right to inspect at all reasonable times.

SECTION 9. The City Recorder in administering and enforcing the provisions of this act shall have as additional powers, those powers and duties with respect to collecting taxes as provided in Tennessee Code Annotated, Title 67 or otherwise provided by the law for the county clerks.

Upon any claim of illegal assessment and collection, the taxpayer has the remedies provided in Tennessee Code Annotated, Title 67, Chapter 23, it being the intent of this act that the provisions of law which apply to the recovery of state taxes illegally assessed and collected shall also apply

FRANKLIN CODE

to the tax levied under the authority of this act. The City Recorder shall also possess those powers and duties as provided in Tennessee Code Annotated, Section 67-1-707, for the county clerks with respect to the adjustment and refunds of such tax.

With respect to the adjustment and settlement with taxpayers all errors of taxes collected by him under authority of this act shall be refunded by the city. The City Recorder shall have the authority to direct the refunding of same. Notice of any tax paid under protest shall be given to the City Recorder and the ordinance authorizing levy of the tax shall designate an officer against whom suit may be brought for recovery.

SECTION 10. The City Recorder is hereby charged with the duty of collection of the tax herein authorized and shall place the proceeds of such tax in an account as designated in accordance with Section 11.

SECTION 11. The proceeds received by the city from the tax shall be retained by the city and deposited in the general fund to be designated and used for such purposes as specified by the Legislative Body.

SECTION 12. The tax levied pursuant to the provisions of this act shall only apply in accordance with the provisions of Tennessee Code Annotated, Section 67-4-1425.

SECTION 13. The provisions of this act are hereby declared to be severable. If any of its sections, provisions, exceptions, or parts be held unconstitutional or void, the remainder of the act shall continue to be in full force and effect, if being the legislative intent now hereby declared, that this act would have been adopted even if such unconstitutional or void material had not been included herein.

SECTION 14. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the Legislative Body of the City of Franklin. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and shall be certified by him to the Secretary of State.

SECTION 15. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect upon being approved as provided in Section 14.

PASSED: April 11, 1996

s/Jimmy Naifeh

JIMMY NAIFEH
SPEAKER HOUSE OF THE
REPRESENTATIVES

RELATED PRIVATE ACTS

s/John S. Wilder

JOHN S. WILDER
SPEAKER OF THE SENATE

Approved this _____ day of _____ 1996

DON SUNDQUIST
GOVERNOR

Pursuant to Article III, Section 18, of the Constitution of the State of Tennessee, the Governor had House Bill No. 2181 in his possession longer than ten (10) days, so therefore, the bill becomes law without the Governor's signature.

Sec. 5-503. Rulemaking authority.

The board of mayor and aldermen is authorized to adopt regulations providing for purchasing procedures in the city to carry out the provisions of this chapter and the Municipal Purchasing Law of 1983.

(1976 Code, § 6-503)

CHAPTER 6. MUNICIPAL DEPOSITORIES**Sec. 5-601. Funds to be invested in any bank; limitations.**

Funds may be invested through or deposited with any bank or savings and loan association organized and operating under the laws of the State of Tennessee or the United States of America whose deposits are insured by the Federal Deposit Insurance Corporation, have either its principal office or a full-service branch office located within the City of Franklin, and have an asset base of \$50,000,000.00 or greater.

(Ord. No. 1292, 11- -1994)

Sec. 5-602. Deposits exceeding insurance limits.

Deposits or investments with any particular bank or savings and loan association in excess of the limits of such insurance may not be made unless the deposits or investments are secured by obligations of the United States or the State of Tennessee having a market value of at least 105 percent of the deposit or investment, provided further that said securities are held by a third party, preferably a Federal Reserve Bank or a Federal Home Loan Bank.

(Ord. No. 1292, 11- -1994)

Sec. 5-603. Financial institution required to submit annual report.

All institutions designated as municipal depositories shall file an annual report of the financial institution with the city treasury.

(Ord. No. 1292, 11- -1994)

CHAPTER 7. HOTEL/MOTEL TAX**Sec. 5-701. Short title.**

This chapter shall be known and cited as the Franklin Hotel/Motel Tax Ordinance.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-702. Definitions.

As used in this chapter, unless the context otherwise requires:

- (1) *Consideration* means the consideration charged, whether or not received, for the occupancy in a hotel valued in money whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever; provided, however, nothing in this definition shall be construed to imply that consideration is charged when the space provided to the person is complimentary from the operator and no consideration is charged to or received from any person.
- (2) *Hotel* means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist camp, tourist court, tourist cabin, motel or any place in which rooms, lodgings, or accommodations are furnished to transients for a consideration. However, "hotel" shall not mean or include a "bed and breakfast" as defined in section 5.4(5) of the Franklin Zoning Ordinance, so long as such "bed and breakfast" has fewer than five rooms for rent.
- (3) *Occupancy* means the use or possession, or the right to use or possession, of any room, lodgings, or accommodations in any hotel.
- (4) *Operator* means the person operating the hotel whether as owner, lessee, or otherwise.
- (5) *Person* means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (6) *Transient* means any person who exercises occupancy or is entitled to occupancy for any rooms, lodgings or accommodations in a hotel for a period of less than 90 continuous days.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-703. Levy of tax authorized.

The Board of Mayor and Aldermen of the City of Franklin does hereby levy upon the occupancy in any hotel of each transient a privilege tax of four percent of the consideration charged by the operator. Such tax is a privilege tax upon the transient occupying such room and is to be collected as provided in this chapter.

(Ord. No. 96-61, Amendment 1, 1- -1997, Ord. No. 2004-51, 6- -2004)

Sec. 5-704. Disposition of tax.

The proceeds received by the City of Franklin shall be designated and used for such purposes as the board may by ordinance direct.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-705. Collection and refund.

(1) Such tax shall be added by each and every operator to each invoice prepared by the operator for the occupancy of the hotel and given directly or transmitted to the transient. Such tax shall be collected by such operator from the transient and remitted to the city.

(2) When a person has maintained occupancy for 30 continuous days, that person shall received from the operator a refund or credit for the tax previously collected from or charged to him, and the operator shall receive credit for the amount of such tax if previously paid or reported to the City of Franklin.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-706. Remittance of tax.

(1) The tax hereby levied shall be remitted by all operators who lease, rent or charge for any rooms, lodgings, spaces or accommodations in hotels within the city to the city recorder, such tax to be remitted to such officer not later than the 20th day of each month for the preceding month. The operator is hereby required to collect the tax from the transient as the time of the presentation of the invoice for such occupancy whether prior to occupancy or after occupancy as may be the custom of the operator, and if credit is granted by the operator to the transient, then the obligation to the city entitled to such tax shall be that of the operator.

(2) For the purpose of compensating the operator for remitting tax levied by this chapter, the operator shall be allowed two percent of the amount of the tax due and remitted to the city recorder in the form of a deduction in submitting the report and paying the amount due by such operator, provided the amount due was not delinquent at the time of payment.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-707. Monthly tax return—Annual audit.

The city recorder shall be responsible for the collection of such tax. A monthly tax return under oath shall be filed with the city recorder by the operator with such number of copies thereof as the city recorder may reasonably require for the collection of such tax. The report of the operator shall include such facts and information as may be deemed reasonable for the verification of the tax due. The form of such report shall be developed by the city recorder and approved by the board of mayor and aldermen prior to use. The city recorder shall audit each operator in the city at least once per year and shall report on the audits made on a quarterly basis to the board of mayor and aldermen. The board of mayor and aldermen is hereby authorized to adopt ordinances to provide reasonable rules and regulations for the implementation of the provisions of this chapter.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-708. No advertising of rebates.

No operator of a hotel shall advertise or state in any manner whether directly or indirectly that the tax or any part thereof will be assumed or absorbed by the operator or that it will not be added to the rent, or that if added, any part will be refunded.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-709. Delinquent taxes—Interest and penalty.

Taxes collected by an operator which are not remitted to the city recorder on or before the due dates are delinquent. An operator shall be liable for interest on such delinquent taxes from the due date at the rate of 12 percent per annum, and is liable for an additional penalty of one percent for each month or fraction thereof such taxes are delinquent. Such interest and penalty shall become a part of the tax herein required to be remitted. Each occurrence of willful refusal of an operator to collect or remit the tax or willful refusal of a transient to pay the tax imposed is unlawful and shall be punishable by a civil penalty not in excess of \$50.00.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-710. Records—Inspection.

It is the duty of every operator liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve for a period of three years all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of the payment to the city, which records the city recorder shall have the right to inspect at all reasonable times.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-711. Administration and enforcement.

The city recorder in administering and enforcing the provisions of this chapter shall have as additional powers, those powers and duties with respect to collecting taxes as provided in Tennessee Code Annotated, title 67, or otherwise provided by law for the county clerks.

- (1) Upon any claim of illegal assessment and collection, the taxpayer has the remedies provided in Tennessee Code Annotated, title 67, chapter 23, it being the intent of this chapter that the provision of law which apply to the recovery of state taxes illegally assessed and collected shall also apply to the tax levied under the authority of this chapter. The city recorder shall also possess those powers and duties as provided in Tennessee Code Annotated, section 67-1-707, for the county clerks with respect to the adjustment and refunds of such tax.
- (2) With respect to the adjustment and settlement with taxpayers all errors of taxes collected by him under authority of this chapter shall be refunded by the city. The city recorder shall

have the authority to direct the refunding of same. Notice of any tax paid under protest shall be given to the city recorder and any suit brought for recovery of tax paid under protest shall name the city recorder.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-712. Deposits of funds.

The city recorder is hereby charged with the duty of collection of the tax herein authorized and shall place the proceeds of such tax in an account as designated in accordance with section 5-704.

(Ord. No. 96-61, Amendment 1, 1- -1997)

Sec. 5-713. Severability clause.

The provisions of this chapter are hereby declared to be severable. If any of its sections, provisions, exceptions, or parts be held unconstitutional or void, the remainder of the chapter shall continue to be in full force and effect, it being the legislative intent now hereby declared, that this chapter would have been adopted even if such unconstitutional or void matter had not been included herein.

(Ord. No. 96-61, Amendment 1, 1- -1997)

CHAPTER 8. DISPOSAL OF SURPLUS CITY PROPERTY

Sec. 5-801. Disposal of surplus personal property.

The city administrator may sell or dispose of any personal property owned by the city which is obsolete, surplus, or unusable. If the proceeds of sale are reasonably anticipated to exceed \$4,000.00, then sealed bids shall be taken or a public auction held after reasonable public notice. Otherwise, no bidding or auction procedure shall be required. No city employee or officer shall be permitted to purchase or acquire surplus city property except by sealed bid or at public auction.

(Ord. No. 98-08, § 1, 3- -1998)

Sec. 5-802. Disposal of surplus real property.

(1) The mayor and city administrator, with the prior approval of the board of mayor and aldermen, by resolution, may sell, lease, or abandon any real property owned by the city, or any interests or rights therein, when such property is determined to be of no further feasible use to the city.

(2) When the board has determined that the value of the property is reasonably likely to be greater than \$25,000.00, then the property shall be sold by sealed bid, after 45 days public notice in a newspaper of general circulation, provided that the city shall have the right to reject and refuse any and all bids. Such notice shall be advertised at least twice during the forty-five-day notice



MUNICIPALITIES WITH HOTEL-MOTEL TAX LEVIES AND RATES

MUNICIPALITY	PERCENT RATE	MUNICIPALITY	PERCENT RATE
Adamsville	5	Lake City	5
Alcoa	1	LaVergne	2.5
Bartlett	5	Lebanon	2
Brentwood	4	Lynchburg-Moore	3
Bristol	5	Manchester	6
Brownsville	7	McKenzie	5
Caryville	2	Memphis	1.7
Chattanooga	4	Monteagle	5
Clarksville	.02	Morristown	5
Clinton	3	Mountain City	5
Collierville	5	Murfreesboro	2.5
Dickson	2.5	Nashville/Davidson	6
Dyersburg	5	Oak Ridge	5
East Ridge	2	Oliver Springs	5
Fairview	2	Pigeon Forge	2.25
Franklin	4	Pittman Center	3
Gatlinburg	3	Rogersville	4
Germantown	5	Samburg	5
Goodlettsville	3	Savannah	5
Gordonsville	3	Selmer	5
Harriman	5	Sevierville	2
Henderson	5	Shelbyville	7
Huntingdon	5	Smyrna	2.5
Jackson	5	South Fulton	5
Jellico	5	Spencer	22.28
Johnson City	5	of county hotel-motel tax collection	
Jonesborough	5	Tullahoma	5
Kimball	5	Union City	5
Kingsport	7	Winchester	5
Knoxville	3		



HOTEL-MOTEL TAX BY COUNTY AND CITY¹

COUNTY	PERCENT RATE	COUNTY	PERCENT RATE	COUNTY	PERCENT RATE
Anderson	5	Henry	5	Shelby	5
Bedford	0	Hickman	5	Smith	0
Benton	5	Houston	5	Stewart	0
Bledsoe	0	Humphreys	5	Sullivan	0
Blount	4	Jackson	0	Sumner	5
Bradley	5	Jefferson	4	Tipton	5
Campbell	5	Johnson	5	Trousdale	0
Cannon	0	Knox	5	Unicoi	5
Carroll	0	Lake	5	Union	0
Carter	5	Lauderdale	5	Van Buren	7
Cheatham	5	Lawrence	5	Warren	5
Chester	4	Lewis	5	Washington	0
Claiborne	3	Lincoln	5	Wayne	0
Clay	0	Loudon	5	Weakley	5
Cocke	3	Macon	0	White	5
Coffee	0	Madison	5	Williamson	4
Crockett	5	Marion	5		
Cumberland	5	Marshall	7		
Davidson	4	Maury	5		
Decatur	5	McMinn	5		
DeKalb	5	McNairy	0		
Dickson	5	Meigs	5		
Dyer	0	Monroe	5		
Fayette	5	Montgomery	3		
Fentress	5	Moore	3		
Franklin	5	Morgan	5		
Gibson	4	Obion	5		
Giles	5	Overton	0		
Grainger	0	Perry	5		
Greene	7	Pickett	0		
Grundy	0	Polk	3		
Hamblen	5	Putnam	6		
Hamilton	4	Rhea	2		
Hancock	0	Roane	5		
Hardeman	5	Robertson	5		
Hardin	5	Rutherford	3		
Hawkins	0	Scott	5		
Haywood	5	Sequatchie	2		
Henderson	5	Sevier	0		

¹2007 MTAS Library Survey and CTAS Tennessee County Tax Statistics, 2008.

ORDINANCE 2006-30

**TO BE ENTITLED: "AN ORDINANCE TO AMEND
SECTION 5-703 OF THE FRANKLIN MUNICIPAL CODE TO
INCREASE HOTEL-MOTEL TAX FROM 4% TO 5%."**

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Section 5-703 of the Franklin Municipal Code is hereby amended to delete the words "four percent (4%)" and substitute therefor the words "five percent (5%)."

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin that this ordinance shall take effect on October 1, 2006, that date being from and after its passage on third and final reading, the health, safety, and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
JAMES R. JOHNSON
City Administrator/Recorder

By: _____
THOMAS R. MILLER
Mayor

PASSED FIRST READING:

PASSED SECOND READING:

PUBLIC HEARING HELD:

PASSED THIRD READING:

RESOLUTION 2016-23

TO BE ENTITLED: "A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN TO AMEND THE CITY OF FRANKLIN EMPLOYEES' PENSION PLAN"

WHEREAS, the City of Franklin regularly updates its Pension Plan document to make adjustments to the terms of the Plan and to remain in compliance with State law, and

WHEREAS, the Plan calls for employees leaving service with the City to receive a lump sum payout instead of monthly retirement checks if their actuarial calculated benefit is less than a certain amount, and

WHEREAS, the actuarially calculated benefit amount of \$10,000 has not been adjusted for inflation in many years, and

WHEREAS, the City is satisfied that it is in the best interest of the Plan and the Employee to adjust the threshold amount to \$15,000 for lump sum payouts, and

WHEREAS, the Pension Committee has reviewed the Amendment and recommended adoption of same.

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

Section 1. That the Fourth Amendment to the City of Franklin Employees' Pension Plan is hereby adopted.

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

IT IS SO RESOLVED AND DONE on this 24th day of May, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

FOURTH AMENDMENT
TO THE CITY OF FRANKLIN
EMPLOYEES' PENSION PLAN

WHEREAS, the City of Franklin (the "City") has previously established and currently maintains the City of Franklin Employees' Pension Plan (the "Plan"); and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the Board of Mayor and Aldermen has approved the amendment of the Plan as set forth herein;

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Section 4.2, Form of Benefit Payment, subsection (d) shall be amended to read as follows:

(d) Payment of Small Benefits. If a Participant terminates service and if the Actuarial Equivalent of the Vested Benefit payable to a Participant or his Beneficiary is equal to or less than one thousand dollars (\$1,000), the Administrator shall direct that such benefit be paid in a lump sum as soon as is practicable. If a Participant terminates service and if the Actuarial Equivalent of the Vested Accrued Benefit, excluding that portion attributable to the Cash Balance Accounts, payable to the Participant or his Beneficiary is less than or equal to fifteen thousand dollars (\$15,000), the Participant or Beneficiary, as applicable, may elect to receive the benefit in a lump sum, which payment shall be made as soon as practicable following the election (whether before, on or after the Participant's Normal Retirement Date.

If a partially Vested Participant receives a distribution pursuant to this Section and the participant resumes covered Employment under the Plan, he shall have the right to restore his City contributions under Article III, Section 3.1(b) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of the distribution at the rate of five percent (5%). Such repayment must be made by the Participant before the earlier of five (5) years after the first date on which the Employee is reemployed, or the close of the period in which the Participant incurs five (5) consecutive One Year Breaks in Employment following the date of distribution.

IN WITNESS WHEREOF, the City has caused this Third Amendment to be executed this _____ day of _____, 2016.

CITY OF FRANKLIN

By: _____

Its: _____

RESOLUTION NUMBER 2016-27

**TO BE ENTITLED: A RESOLUTION OF THE BOARD OF
MAYOR AND ALDERMEN GRANTING CONSENT TO
AMEND LIMITED PARTNERSHIP AGREEMENTS WITH
FIA TIMBER GROWTH PARTNERS**

WHEREAS, the City of Franklin, by action of the Board of Mayor and Aldermen, adopted a partnership agreements with FIA Timber Growth Partners on behalf of the City of Franklin Employees' Pension Plan, and

WHEREAS, the company has requested an amendment to allow certain changes to the agreements, and

WHEREAS, the City's pension counsel has reviewed the amendment and advised that there are no stated objections to approval of the amendment, and the Pension Committee of the City has reviewed the amendments and expressed no objections to the amendments.

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

Section 1. That the City of Franklin approves Amendment 4 and authorizes the Mayor to execute the consent documents and amendments, as attached as Exhibit A.

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

IT IS SO RESOLVED AND DONE on this 24th day of May, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

by: _____
Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

AMENDMENT NO. 4

**TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.
AND
TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.**

_____, 2016

This Amendment No. 4 (this “**Amendment**”) to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. (the “**Main Partnership**”), dated as of July 27, 2015 (as amended, the “**Main Partnership Agreement**”) and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. (“**Partnership A**”), dated July 20, 2015 (as amended, the “**Partnership A Agreement**” and together with the Main Partnership Agreement, the “**Partnership Agreement**”), is by and among FIA Timber Growth and Value Management, LLC (the “**General Partner**”), the general partner of the Main Partnership and Partnership A, and the limited partners participating in the Partnership and Partnership A. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Partnership Agreement.

WHEREAS, the Partners desire to amend the Partnership Agreement as hereinafter set forth.

NOW THEREFORE, the General Partner, and the requisite ninety percent (90%) in interest of the Investors, in consideration of the premises and the agreements herein contained and intending to be legally bound hereby, hereby agree as follows:

1. Amendment to 4.1.1(c) of the Partnership Agreement. 4.1.1(c) of the Partnership Agreement is hereby amended and restated as follows (additional text is double underlined):

“Except with the approval or ratification of the Investor Board, as of the expiration of the Investment Period, the General Partner shall have caused the Partnership to have invested in at least four Properties; provided, however, that the foregoing shall not be applicable if, prior to the date which is the third anniversary of the Final Closing Date, the Investment Period is terminated, the Partnership is dissolved (or the Partnership’s term is otherwise terminated) or the General Partner is removed as the general partner of the Partnership (or the Limited Partners have provided notice of their decision to remove the General Partner in accordance with 9.4(c) or 9.4(d) hereof).”

2. Amendment to 6.3.5(d) of the Partnership Agreement. The first sentence of 6.3.5(d) of the Partnership Agreement is hereby amended and restated as follows (additional text is double underlined and deleted text has been ~~struck~~):

“If the Remaining Commitment of a Defaulting Partner is reduced to zero, or if a Defaulting Partner’s interest in the Partnership is extinguished, pursuant to this 6.3, then for purposes of 3.5.1 and 3.6.1, the Defaulting Partner’s Subscription shall be deemed equal to the amount that it has contributed to the Partnership (taking into account any prior adjustments); provided, however, that for purposes of determining the Management Fee payable by the Partnership, such adjustment to the Defaulting Partner’s original Subscription shall take effect only as of the end of the fiscal quarteryear in which its Remaining Commitment is reduced to zero or its interest is

CONSENT TO AMENDMENT NO. 4
TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.
AND
TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.

Investor and Equity Owner Signature Page

The undersigned limited partner of FIA Timber Growth and Value Partners, L.P., FIA Timber Growth and Value Partners A, L.P. or FIA Timber Growth and Value Partners Feeder, L.P. hereby consents to the attached Amendment No. 4 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P, each as amended from time to time.

Name of Investor or Equity Owner: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

extinguished.”

3. Amendment to Article 9 of the Partnership Agreement. A new 9.4(d), as set forth below, is hereby added to the Partnership Agreement in its entirety:

“In addition to the right of the Investors to remove the General Partner as otherwise provided herein, if at any time there has been a final judgment by a court of competent jurisdiction (as defined in 18 U.S. Code Section 3127(2)) located in the United States (or the functional equivalent thereof in an applicable foreign jurisdiction) that: (i) the General Partner (or an affiliated entity) has engaged in conduct that constitutes gross negligence or willful misconduct, in each case with respect to the Partnership and which has had a material adverse effect on the Partnership, (ii) the General Partner (or an affiliated entity) has committed a crime involving actual fraud, which crime has resulted in a material adverse effect on the Partnership or (iii) a Key Person has committed a crime involving actual fraud, which crime has resulted in a material adverse effect on the Partnership, and the General Partner has not made the Partnership whole for such crime or other misconduct, then the General Partner shall promptly notify the Investors, and the Investors, by vote of at least majority in interest, within 180 days of the date on which the General Partner provides such notice may cause the General Partner to be removed from the Partnership and may appoint one or more substitute general partners, effective immediately prior to the General Partner’s removal. No removal of the General Partner under this 9.4(d) shall be effective unless and until (i) at least majority in interest of the Investors have delivered notice to the General Partner of their decision to remove the General Partner pursuant to this 9.4(d), (ii) a new general partner has been appointed in accordance with this 9.4(d) and admitted to the Partnership by executing a counterpart to this Agreement (such admission to be deemed effective immediately prior to the removal of the General Partner) and (iii) the General Partner’s interest has been converted to a limited partner interest in the Partnership, all in the manner specified in 9.5 hereof.”

4. Amendment to 9.5 of the Partnership Agreement. The first paragraph of 9.5 of the Partnership Agreement is hereby amended and restated as follows (additional text is double underlined and deleted text has been ~~struck~~):

“Within 90 days following the occurrence of any event described in 9.2(a), the Partnership’s business may be continued without dissolution by agreement or vote of Investors then holding at least (i) with respect to any removal of the General Partner pursuant to 9.4(b), a 75% Super-Majority Investor Consent, (ii) with respect to any removal of the General Partner pursuant to 9.4(a), at least a majority in interest of the Investors, (iii) with respect to any removal of the General Partner pursuant to 9.4(d), at least a majority in interest of the Investors, or (iv) with respect to any event described in 9.2(a) other than such event described in clauses (i), (ii) and (iii) above, a 75% Super-Majority Investor Consent, if (and only if) each of the following conditions is satisfied:”

5. Amendment to 9.5(b) of the Partnership Agreement. 9.5(b) of the Partnership Agreement is hereby amended and restated as follows (additional text is double underlined):

“(b) A new general partner (which may be an individual or an entity) shall have been appointed, effective as of the date of such event, by Investors then holding (i) with respect to any appointment necessary as a result of the removal of the General Partner pursuant to 9.4(b), a 75% Super-Majority Investor Consent and Special Investor Board Consent, (ii) with respect to any appointment necessary as a result of the removal of the General Partner pursuant to 9.4(a) or 9.4(d), at least a majority in interest of the Investors and Special Investor Board Consent or (iii) with respect to any appointment necessary as a result of any event described in 9.2(a) other than such event described

in clauses (i) and (ii) above, a 66-2/3% Super-Majority Investor Consent and Special Investor Board Consent, and such new general partner shall have executed a counterpart to this Agreement and assumed all obligations of a general partner under this Agreement arising after the date on which such new general partner is admitted to the Partnership other than the obligation of the General Partner to contribute capital to the Partnership pursuant to 6.1.8;"

6. Amendment to 9.6 of the Partnership Agreement. 9.6 of the Partnership Agreement is hereby amended by adding the following at the end of such section:

"Notwithstanding anything to the contrary in this 9.6, if the General Partner has been removed pursuant to 9.4(d), in allocating the Net Gain or Loss pursuant to the second sentence of this 9.6, 0% shall be substituted for 20% (or 15%, if applicable), it being the intention that if the General Partner is removed pursuant to 9.4(d), the General Partner shall NOT be entitled to any of its Carried Interest otherwise allocable in respect of unrealized gains (net of unrealized losses) in the Partnership's assets as of the Removal Date and the General Partner shall not participate, with respect to its Carried Interest, in any subsequent gains or losses of the Partnership."

7. Amendment to 12.2.10(b) of the Partnership Agreement. 12.2.10(b) of the Partnership Agreement is hereby amended by adding the following at the end of such section:

"Notwithstanding the foregoing, no Partner shall be required to return any distribution pursuant to this 12.2.10 after the second anniversary of the final liquidating distribution of the Partnership except to fund any liability or obligation that the General Partner or the Partnership is in the process of litigating, arbitrating or otherwise settling as of such second anniversary date; provided further that the General Partner has delivered to the Partners written notice of such litigation, arbitration or settlement process prior to such second anniversary date."

8. Amendment to 14.4.1(b) of the Partnership Agreement. 14.4.1(b) of the Partnership Agreement is hereby amended and restated as follows (deleted text has been ~~struck~~):

"(b) by updating the most recent appraisal (~~either with or without~~ consulting an independent appraiser)."

9. All other provisions of the Partnership Agreement shall not be modified and shall remain in full force and effect.

10. The laws of the State of Delaware (without regard to its conflicts of laws principles) shall govern the validity of this Amendment, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

11. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Amendment No. 4 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. as of the date first set forth above.

GENERAL PARTNER:

FIA TIMBER GROWTH AND VALUE MANAGEMENT,
LLC

By: _____
Name:
Title: Manager

INVESTORS:

FIA TIMBER GROWTH AND VALUE MANAGEMENT,
LLC as attorney in fact pursuant to the powers of attorney, as
applicable, set forth in 14.9.1 of the Partnership Agreement

By: _____
Name:
Title: Manager

INTERLOCAL AGREEMENT BETWEEN BI-COUNTY SOLID WASTE MANAGEMENT
SYSTEM AND THE CITY OF FRANKLIN FOR THE TRANSPORT AND DISPOSAL OF
SOLID WASTE

COF Contract #2012-0023

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between the CITY OF FRANKLIN, ("City"), a municipal government located at 109 Third Ave. South, Franklin, Tennessee, 37064, and Bi-County Solid Waste Management System, ("Bi-County"), a solid waste authority created by interlocal agreement and pursuant to the laws of the State of Tennessee, located at 3212 Dover Road, Woodlawn, TN 37191, to establish the terms and financial responsibilities for the provision of transport and disposal of solid waste processed at the City's transfer station.

RECITALS

WHEREAS, the City of Franklin and Bi-County Solid Waste Management System are public instrumentalities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104;

WHEREAS, the City of Franklin owns and operates a transfer station to ensure the availability of an economical and environmentally sound method to transfer from solid waste collection vehicles to solid waste landfill disposal vehicles solid waste deposited at the transfer station; and

WHEREAS, Bi-County transports and disposes of solid waste; and

WHEREAS, the City desires to secure services to transport solid waste from the City transfer station to a sanitary landfill for ultimate disposal; and

WHEREAS, the City agrees to retain Bi-County to transport, deliver and dispose of all solid waste deposited at City's transfer station to a sanitary landfill owned and/or operated by Bi-County in accordance with Federal, State, and local laws, regulations, rules and ordinances; and

WHEREAS, in reliance upon this Agreement, Bi-County will secure the necessary equipment, permits, approvals, services and personnel to fulfill all obligations contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. **Purpose of Agreement.** The purpose of this Interlocal Agreement is to clearly define the contractual responsibilities and financial obligations of the City and Bi-County for the provision of transport and disposal of solid waste from the City's transfer station ("Transfer Station"), located at 409 Century Court, Franklin, Tennessee to the Bi-County landfill at 3212 Dover Road, Woodlawn, Tennessee.

II. **Authority.** This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated

Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved prior to the execution of this Agreement.

III. Definitions.

1. "Agreement" shall mean the entire Interlocal Agreement between City and Bi-County as contained herein and any attachments or exhibits to this Agreement explicitly incorporated into this Agreement by the parties.

2. "City Solid Waste" shall mean the non-hazardous material as defined by CERCLA and all other applicable laws and non-special solid waste material collected by private haulers or the City and deposited at the City's Transfer Station, including garbage, refuse, trash, bulky waste construction and remodeling debris, and commercial waste. This definition excludes yard waste, discarded appliances, tires, and white goods, and any other solid waste that may be diverted for purposes of calculating the State's 25% reduction goal for Williamson County. The solid waste materials must be of the type and consistency to be lawfully accepted at the City's Transfer Station and the Sanitary Landfill under all applicable Federal, State and local laws, regulations, and permits governing each.

3. "Contract Documents" means all drawings, schedules, and other documents pertaining to the Project. All Contract Documents, including all attachments and exhibits, shall be incorporated into this Agreement.

4. "Hazardous Waste" shall mean solid waste defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic waste.

5. "Sanitary Landfill" means the Bi-County Landfill, at 3212 Dover Road, Woodlawn, TN, or any other alternate, duly permitted sanitary landfill site mutually agreeable to the parties.

6. "Special Waste" shall mean any discarded material from a non-residential source as defined by the State of Tennessee Rules of Tennessee Department of Environment and Conservation Division of Solid Waste Management.

7. "Transfer Station" shall mean the City's facility located at 409 Century Court, Franklin, Tennessee.

8. "Work" means all labor, services, equipment, and material necessary to complete the obligations and all other requirements included in this Agreement.

9. "Excluded waste" shall mean Hazardous Waste, Special Waste as disallowed by the State of Tennessee, yard waste, medical waste, discarded appliances and white goods, toxic substances, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not permitted to be disposed of in a Subtitle D, Class 1 landfill.

IV. City Obligations.

1. The City shall own and operate the Transfer Station.

2. The City shall deliver or cause to be delivered to the Transfer Station all City Solid Waste, under the City's direction and excluding any City Solid Waste diverted to the recycling program.

3. The City shall maintain the Transfer Station which shall be open for the performance of this Agreement between the hours of 6:00 a.m. and 3:00 p.m., Monday through Friday. The City of Franklin agrees to allow access to its facility at times other

than normal operating hours to accommodate Bi-County for efficiency, dependent upon agreement for liability.

4. The City shall cause no less than four (4) and no more than eight (8) transfer trailers available for use, on a daily basis, to clear the transfer station floor of waste.

5. The City of Franklin Solid Waste Department shall maintain an area with enough space to park up to eight (8) transfer trailers for no longer than forty-eight (48) hours at a time.

6. The City shall also:

- a. Pull an empty transfer trailer into the transfer station tunnel, using a City-owned road tractor or other piece of equipment designed to move transfer trailers a short distance
- b. Load each empty transfer trailer within the weight limits of the law
- c. Pull each loaded transfer trailer out of the transfer station tunnel
- d. Clearing loose debris from the top of each loaded transfer trailer
- e. Park each loaded trailer in a staged area for driver to obtain easy access for hook-up and transport

The City shall use City-owned scales, based on tonnage, for weighing trucks, both empty and loaded, into and out of the City-owned facility.

7. The City shall communicate and share all pertinent data to assist Bi-County in planning and efficient management for the transport and disposal of solid waste managed through the City of Franklin transfer station.

8. City expects Bi-County to communicate potential operations issues that may adversely affect ability to transport waste away from City of Franklin facility.

9. The City of Franklin transfer station recognizes and closes its transfer station operations for all holidays observed by City.

V. Bi-County's Obligations.

1. Bi-County shall be responsible for securing necessary permits and approvals from relevant Federal, State and local governmental agencies having jurisdiction over its transportation and disposal operations referenced herein; provided, however, the City shall retain responsibility for obtaining all permits and approvals related to the construction and operation of the Transfer Station. During the term hereof, Bi-County shall receive and accept City Solid Waste from the Transfer Station and transport and dispose of such waste at the Sanitary Landfill, all in compliance with applicable laws and regulations.

2. Bi-County shall transport City Solid Waste from the Transfer Station to the Sanitary Landfill within 10 hours of loading of the solid waste except for trailers and/or vehicles which are loaded too late in the day to be transported to the Sanitary Landfill within the 10 hour requirement. In such cases City Solid Waste shall be transported to the Sanitary Landfill on the next business day. Bi-County will provide additional trailers as necessary as the City deems appropriate in cases of delayed transporting. Bi-County shall be responsible for all temporary storage and shall ensure that it complies with all relevant Federal, State and local laws and regulations.

3. Bi-County shall provide necessary personnel with necessary trucks and equipment to transport at least Two Hundred Seventy-Five (275) tons per work day from the Transfer Station to the Sanitary Landfill. City hereby specifically rejects any minimum or maximum limits on the quantities of municipal solid waste for transport and disposal.

4. Bi-County shall communicate with City personnel regarding events/issues that adversely affect turnaround time during daily operations.

5. Bi-County agrees to take full responsibility for damages and loss (liability) when accessing Transfer Station outside normally scheduled work hours.

VI. Compensation to Bi-County.

1. The Service Fee due to Bi-County from the City for Bi-County's receipt and handling of City Solid Waste from the Transfer Station and the transportation and disposal of such waste at the Sanitary Landfill shall be pursuant to the following schedule:

<u>Cost:Per Ton</u>	\$32.00
---------------------	---------

Fee(s) for services rendered shall be at the initial rate for the first term of this agreement. Fee(s) for each successive term shall be adjusted exactly once for each such period and exactly by the percentage change between the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, US City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, for the month of March of the same calendar year during which the successive term commences, in comparison with the like index figure descriptive for the month of July, 2012.

Bi-County shall transport and dispose of City Solid Waste from the Transfer Station on a per ton basis as stated above without further cost to City. Fee(s) for services rendered shall be expressed in terms of US dollars per short ton (2,000 pounds) of solid waste.

2. Bi-County shall invoice City on a monthly basis for the Service Fee, and payment thereon shall be due thirty (30) days after receipt of the detailed invoice.

3. The Service Fee shall include any fees charged to Bi-County for the disposal of the waste at the Sanitary Landfill. Fee(s) for services rendered shall be all inclusive for all services to be rendered and all costs of doing so. City hereby specifically rejects any other fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to Bi-County's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by Bi-County and shall not be subject to pass-through to City.

4. In the event it becomes necessary for Bi-County to dispose of waste at a landfill other than the Sanitary Landfill, such site must first be agreed to by Bi-County and the City.

VII. Representations and Warranties of City. The City warrants that it will undertake reasonable efforts to exclude regulated Hazardous Waste and Special Waste disallowed by the State of Tennessee, from the City Solid Waste delivered to the Transfer Station. To the knowledge of the City, the City Solid Waste will not contain either Hazardous or Special Waste disallowed by the State of Tennessee. The City warrants that it shall exercise its best efforts to maintain its collection and transportation of Solid Waste to the Transfer Station in compliance with the terms hereof and in compliance with applicable Federal, State and local laws and regulations throughout the term of this Agreement. City shall be responsible for the proper disposal of Excluded Waste in the event any such waste is provided to Bi-County for disposal.

VIII. Health and Safety.

1. In the performance of this Agreement Bi-County will be solely and completely responsible for the health and safety of all persons, including employees and property during performance of the Work and services. Health and safety provisions will conform to the following: U.S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County, and local laws, ordinances, codes; and all other regulations. When any of these conflict, the more stringent regulation/requirement will be followed. Bi-County's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from its responsibility to comply with the safety provisions.

2. Bi-County shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as City may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement.

3. It is a condition of this Agreement, and shall be made a condition of each subcontract, which Bi-County enters into pursuant to this contract, that Bi-County and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

4. It is a condition of this contract that any authorized representative for the United States, State of Tennessee or City shall have right of inspection to any site or vehicle used in the performance of this Agreement and to inspect or investigate the matter of compliance with the construction safety and health standards.

5. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to the City of Franklin Risk Management Department, at (615) 791-3277 during business hours and at (615) 708-6720 (Risk Manager's cell phone) after business hours. In addition, Bi-County must promptly report in writing to the City of Franklin Risk Management Department within 24 hours from Bi-County's discovery of all accidents or incidents or loss whatsoever arising out of or in connection with the performance of Work, obligations, services in the transportation and disposal of City Solid Waste.

IX. **Term.** The initial term of this Agreement shall be for a period of two (2) years which shall begin July 1, 2012 and end on June 30, 2014. The Agreement may be extended at the City's option for four additional 3-year terms.

X. **Default.** Except as otherwise provided herein, if either party allegedly defaults in the performance of any of the warranties, covenants, or conditions contained herein for 30 days after the other party has given the defaulting party written notice of such default, unless a longer period of time is required to cure such default, and the party allegedly defaulting shall have commenced to cure such default within said period and pursues diligently to the completion thereof, the other party may: 1) terminate this Agreement as of any date at least 30 days after the last day of the 30-day period; ii) cure the default at the expense of the defaulting party; and iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or

loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that, in the exercise of due diligence during the aforesaid 30 day period, such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

XI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XII. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act. Bi-County shall provide a copy of a Certificate of Liability Insurance naming the City as additional insured.

XIII. General Terms.

1. **Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

2. **Termination.** City, in its sole discretion, may choose to exercise an exclusive option to terminate the initial term of service, and any extension thereto, with or without cause, upon thirty (30) calendar days' notice to Bi-County.

3. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

City: CITY OF FRANKLIN, TENNESSEE
City Hall
109 3rd Avenue South
Franklin, TN 37064
Attn: City Administrator

With copy to: CITY OF FRANKLIN SOLID WASTE DEPARTMENT
417 Century Court
Franklin, TN 37064
Attn: Solid Waste Director

Bi-County: Bi-County Solid Waste Management
3212 Dover Road
Woodlawn, TN 37191

4. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

5. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

6. **Assignment.** The rights and obligations of this Agreement are not assignable.

7. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

8. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

9. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

10. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

11. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

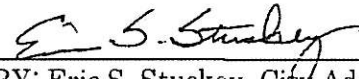
12. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

13. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

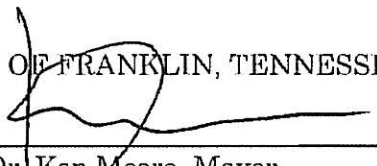
14. **Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the governing bodies of the respective parties. When it has been so signed and filed, this contract shall be effective July 1, 2012.

IN WITNESS WHEREOF, the City and Bi-County have executed this Agreement effective as of the date and year provided herein.

ATTEST:


BY: Eric S. Stuckey, City Administrator

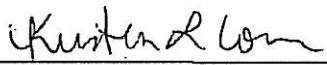
CITY OF FRANKLIN, TENNESSEE


BY: Dr. Ken Moore, Mayor

DATE: 6-20-2012

DATE: 6/20/2012

APPROVED AS TO FORM AND LEGALITY:


City of Franklin Attorney

ATTEST:

BY:

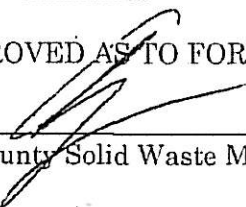
BI-COUNTY SOLID WASTE MANAGEMENT
SYSTEM

 - Executive Director
BY:

DATE: 6-12-12

DATE: 6-11-12

APPROVED AS TO FORM AND LEGALITY:


Bi-County Solid Waste Management System Attorney

**AMENDMENT 1 TO INTERLOCAL AGREEMENT BETWEEN BI-COUNTY SOLID
WASTE MANAGEMENT AND THE CITY OF FRANKLIN FOR THE TRANSPORT
AND DISPOSAL OF SOLID WASTE
COF Contract No.: 2012-0023**

THIS AMENDMENT is made and entered into on this, the ____ day of _____, 2016, by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Bi-County Solid Waste Management System, hereinafter referenced as Bi-County, who mutually agree as follows:

WITNESSETH:

WHEREAS, the City and Bi-County entered into an Interlocal Agreement for the transport and disposal of solid waste effective July 1, 2012 (“Agreement”); and

WHEREAS, the City and Bi-County desire to modify certain terms of the Agreement.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. In Section IV. City’s Obligations, the first sentence of paragraph 3 shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “The City shall maintain the Transfer Station which shall be open for the performance of this Agreement between the hours of 6:00 a.m. and ~~3:00 p.m.~~ **4:00 p.m.**”
3. In Section IV. City’s Obligations, paragraph 4 shall be deleted in its entirety.
4. In Section V. Bi-County’s Obligations, paragraph 3, the first sentence shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “Bi-County shall provide necessary personnel with necessary trucks and equipment to transport at least ~~Two Hundred Seventy Five (275)~~ **Five Hundred (500)** tons per work day from the Transfer Station to the Sanitary Landfill.”
5. In Section VII. Health and safety, the first sentence of paragraph 5 shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to the City of Franklin Risk Management Department at (615) 791-3277 during business hours and at ~~(615) 708-6720~~ **(615) 478-8838.**”
6. In Section IX. Term, the second sentence shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “The Agreement may be extended at the City’s option for ~~four~~ **seven** additional ~~3~~ **4**-year terms.”
7. ENTIRE AGREEMENT. This Amendment, along with Exhibit A, and the Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties,

whether oral or written, regarding the subject matter of this Amendment. The terms and conditions may not be changed except by an Amendment expressly referencing this amendment by section number and signed by an authorized representative of each party.

8. SURVIVAL. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.
9. All other provisions of the Agreement dated July 1, 2012 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: Eric S. Stuckey, City Administrator

BY: Dr. Ken Moore, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

City of Franklin Attorney

ATTEST:

BI-COUNTY SOLID WASTE
MANAGEMENT SYSTEM

BY:

BY:

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Bi-County Solid Waste Management System Attorney

AGREEMENT BETWEEN
MIDDLE TENNESSEE STATE UNIVERSITY
AND
THE CITY OF FRANKLIN, TENNESSEE

COF CONTRACT NO. 2016-0096

This Agreement is made this 25th day of May 2016, by and between Middle Tennessee State University, hereinafter referred to as the "Institution," and the City of Franklin, Tennessee, hereinafter referred to as "Contractor."

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:

1. Research, write, locate images, and fabricate ten (10) interpretive markers for the Carter's Hill battlefield site, which will document nationally significant events from both the Civil War and Reconstruction. The markers will include (an estimated) three (3) on the topic of the cotton gin and slavery; four (4) on the battle; one (1) on the influence of topography on the battle; one (1) on the Columbia Pike as a historic roadway, and one (1) on post-war events and sharecropping.
2. Provide the Tennessee Civil War National Heritage Area (TCWNHA) with text and images for the signage and other outdoor interpretive elements to review before they are created.
3. Include the TCWNHA logo in the exhibit and recognize the TCWNHA as a sponsor of this exhibit.
4. Include the TCWNHA logo and give appropriate credit to the TCWNHA for its contributions to this project in all signage, media, publications, and events associated with this project.
5. Submit an invoice with receipts, match report with receipts, and brief final report to the TCWNHA.

B. The Institution agrees to compensate the Contractor as follows:

1. A total of not to exceed Thirty-five Thousand and NO/100 Dollars (\$35,000.00).
2. Payment will be made in one payment of up to Thirty-five Thousand and NO/100 Dollars (\$35,000.00) upon submission of an invoice, match report, receipts, and brief final report from the Contractor, to the TCWNHA.
3. Payments to the Contractor shall be made according to the schedule set out above, provided that payments shall be made only upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Agreement.

The Contractor shall not be compensated/reimbursed for travel expenses.

- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.
1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
 2. The Contractor shall abide by all applicable Federal and State law pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the Contractor on the grounds of classifications protected by Federal or State law.
 3. Middle Tennessee State University is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to university resources comparable to access that is available to others.
 4. If Contractor will receive Federal funds under this Agreement, Contractor agrees to complete a TBR Annual Title VI Survey or cooperate with a TBR Title VI compliance audit.
 5. This Agreement is made under and will be construed in accordance with the laws of the State of 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.
 6. The term of this Agreement shall be from May 25, 2016, to September 30, 2016.
 7. This Agreement may be terminated by either party by giving written notice to the other, at least (thirty) 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
 8. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the Institution shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.
 9. This Agreement may be modified only by written amendment executed by all parties hereto.
 10. The Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives.

11. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the Agreement.
12. The Contractor shall submit to the Institution quarterly progress reports if requested by the Institution.
13. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee. Any and all claims against Institution arising under this Agreement shall be submitted to the Claims Commission of the State of Tennessee in the manner prescribed by law. Damages recoverable against Institution shall be limited expressly to claims paid by the Claims Commission pursuant to Tennessee Code Annotated (T.C.A.) § 9-8-301, et seq.
14. This Agreement shall not be binding upon the parties until it is approved by the president or designee or the Tennessee Board of Regents, as appropriate.
15. PCI DSS Compliance. If the Contractor will accept credit or debit cards in its performance under this Agreement, Contractor agrees that it will at all times during the performance of this Agreement comply with current Payment Card Industry Data Security Standards (PCI-DSS standards).
16. Illegal Immigrants. By acceptance of this Agreement, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in performance of this Agreement. If Contractor is discovered to have breached this attestation, Contractor shall be prohibited from supplying goods and/or services to any TBR institution or other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing the established appeals process.
17. The Contractor shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax and must provide a copy of its certificate of registration to Institution. This registration requirement is a material requirement of this Agreement.

However, nothing in this section shall require the Contractor to register if the Contractor does not make sales to customers in Tennessee of taxable goods or services. If the Contractor does not make sales to customers in Tennessee of taxable goods or services and marks **Not Applicable** below, its authorized signature on this Agreement shall serve as certification of compliance with this requirement.

Mark as appropriate below:

Certificate provided _____ **OR** **Not applicable** _____

In witness whereof, the parties have by their duly authorized representatives set their signatures.

City of Franklin, Tennessee

Middle Tennessee State University

BY: _____

BY: _____

TITLE: _____

TITLE: Alan R. Thomas
Interim Vice President, Business & Finance

DATE: _____

DATE: _____

Approved as to form by:

Kristen L. Corn
Assistant City Attorney



**LIGHTING MAINTENANCE AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND,
CHARLTON GREEN, SECTIONS II & III, HOME OWNERS ASSOCIATION, INC.
COF CONTRACT NO 2016-0053**

THIS AGREEMENT, ("Agreement"), is made and entered into this ____ day of _____
_____, 20__ by and between **THE CITY OF FRANKLIN, TENNESSEE** ("City") and, **THE
CHARLTON GREEN, SECTIONS II & III, HOME OWNERS ASSOCIATION, INC.**

WITNESSETH:

WHEREAS, the City Administrator has requested an Agreement be made by the Charlton Green, Sections II & III, Homeowners Association, Inc. regarding the installation and maintenance of four (4) decorative gas lights and meter and an electric meter and conduit within the City right-of-way located along portions of Watercress Drive that is located solely within the Charlton Green Subdivision; and

WHEREAS, the Charlton Green, Sections II & III, Homeowners Association, Inc. together with the Charlton Green Homeowners' Association, Inc. (which serves solely Section 1 and is a separate homeowners association), jointly maintain the landscaping, guard house, and related improvements to the Charlton Green Subdivision entrance of which a portion is located within the public right-of-way; and

WHEREAS, the Charlton Green, Sections II & III, Homeowners Association, Inc. desires to incur all expenses associated with installation, maintenance, and operation of four (4) decorative gas lights located on Watercress Drive, specifically on the existing masonry walls that span the existing stream located approximately 600 feet south of the entrance to the Charlton Green Subdivision. Additionally, the Association desires to extend electric service to the median located immediately south of the stream within the Watercress Drive right-of-way and, an electric meter to be located on the east side of Watercress Drive in close proximity to this median; and

WHEREAS, the Charlton Green Homeowners' Association, Inc. will have no responsibility with the installation, maintenance, and operation of four (4) decorative gas lights located on Watercress Drive, specifically on the existing masonry walls that span the existing stream located approximately 600 feet south of the entrance to the Charlton Green Subdivision including the proposed electric service that will serve the median located immediately south of the stream within the Watercress Drive right-of-way.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT OF LIGHTING AND LANDSCAPING IN THE CITY RIGHT-OF-WAY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The City acknowledges the Charlton Green Subdivision consists of two Homeowners Associations known as the Charlton Green Homeowners' Association, Inc. (which serves solely Section 1) and the Charlton Green, Sections II & III, Homeowners Association, Inc.
3. The City acknowledges Charlton Green Homeowners' Association, Inc. and Charlton Green, Sections II & III, Homeowners Association, Inc. have historically and continue to share in the maintenance, repair, replacement and removal of existing trees, shrubbery, entrance monuments, and decorative hardscape on the east and west sides of the Charlton Green Subdivision entrance which includes the guard house and landscaping within the median as depicted in Exhibit "A".
4. The City hereby grants the Charlton Green, Sections II & III, Homeowners Association, Inc. permission to enter upon and install, maintain, and operate, at their sole expense, four (4) decorative gas lights on the existing masonry walls within the Watercress Drive right-of-way that cross the stream located approximately 600 feet south of Murfreesboro Road south on Watercress Drive and, to extend electric power within the first median located immediately south of the stream crossing including any associated metering. This responsibility also includes paying monthly natural gas and electric utility invoices for the aforementioned improvements whose location is as depicted in Exhibit "B". Furthermore, the Charlton Green, Sections II & III, Homeowners Association, Inc. shall be solely responsible for the improvements described herein and as illustrated on Exhibit "B" which does not require the Charlton Green Homeowners' Association, Inc. to incur any maintenance and cost responsibility of said Exhibit "B" improvements.
5. Utilization of the right-of-way by the Charlton Green, Sections II & III, Homeowners Association, Inc. shall not impede the flow of traffic without the prior approval by the City.

6. The Charlton Green, Sections II & III, Homeowners Association, Inc. shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way.
7. All improvements, uses, and activities within the public right-of-way shall comply with the policies established by the Zoning Ordinance and with the terms and conditions of the Agreement.
8. Approved "Lighting" improvements shall not interfere with sight distances for the traveling public in accordance with the standards set forth in the Manual for Uniform Traffic Control Devices and the City of Franklin Transportation and Street Technical Standards. The City shall be responsible for identifying any conflict with the Manual or Standards, notifying the Charlton Green, Sections II & III, Homeowners Association, Inc., and removing the affected "Lighting" at the sole cost and expense of the City.
9. The Charlton Green, Sections II & III, Homeowners Association, Inc. assumes all responsibility for the maintenance and, if necessary, replacement of all "Lighting" described herein and as depicted in Exhibit "B".
10. The Charlton Green, Sections II & III, Homeowners Association, Inc. shall notify the City within three (3) business days of discovery of any conditions rendering trees defective or dangerous.
11. Barring force majeure or weather delays, the Charlton Green, Sections II & III, Homeowners Association, Inc. agrees, upon thirty (30) days written notice from the City, to remove, maintain, repair or replace all "Lighting" as described herein that may require removal, maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all affected "Lighting" without further notice to the Charlton Green, Sections II & III, Homeowners Association, Inc. and at the sole cost and expense of the Charlton Green, Sections II & III, Homeowners Association, Inc. The Charlton Green, Sections II & III, Homeowners Association, Inc. shall submit payment for full cost and expense incurred by the City within thirty (30) days of the date of the invoice.
12. The City reserves the right to request removal and replacement, as appropriate, of the "Lighting" depicted in Exhibit "B" in the event that the City needs to utilize the property for City purposes, such as roadway widening, greenway, bike/pedestrian path, public utility installation or maintenance, drainage improvements or other public uses. The City

shall endeavor to give at least sixty (60) days prior notice to the Charlton Green, Sections II & III, Homeowners Association, Inc. of any such removal.

13. If the City makes a planned physical improvement, such as a street widening or addition of a turning lane, then the City will endeavor to maintain the "Lighting" as installed by the Charlton Green, Sections II & III, Homeowners Association, Inc.
14. In the case of emergency situations where unplanned disturbance of "Lighting" occurs due to natural disaster, emergency infrastructure repairs, or public safety/emergency response, the City will attempt to minimize disturbance to the extent feasible but must act swiftly for the purposes of public safety, health and welfare. The City will bring the site back to similar condition as soon as practicable, subject to budgetary constraints; other priorities that serve the general public health, safety, and welfare.
15. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
16. This Agreement is given to the Charlton Green, Sections II & III, Homeowners Association, Inc. as an accommodation to the Charlton Green, Sections II & III, Homeowners Association, Inc. with no monetary consideration. The Charlton Green, Sections II & III, Homeowners Association, Inc. acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or claim title in the Charlton Green, Sections II & III, Homeowners Association, Inc.'s name.
17. This Agreement is non-transferable to the successors or assigns of the Charlton Green, Sections II & III, Homeowners Association, Inc. unless the successor assumes the same obligations of the Association and the City agrees in writing to the assignment. Further, the rights, privileges and permission granted herein shall not be assignable by the Charlton Green, Sections II & III, Homeowners Association, Inc. in whole or in part unless the successor or assignee assumes the same obligations of the Charlton Green, Sections II & III, Homeowners Association, Inc.
18. The City shall have the right to immediately remove the "Lighting" for which this Agreement is granted upon assignment or transfer by the Charlton Green, Sections II & III, Homeowners Association, Inc.; subject, however, to application made by the successor for and due diligence in obtaining approval by the City of a new Agreement for the existing "Lighting" to remain in the right-of-way.

19. The Association shall exercise the rights, privileges and permission granted herein at the Association's own risk. The Association shall not claim any damages from the City for any injuries or damages, including death, in connection with or on account of the exercise of such rights, privileges or permission, the condition of the right-of-way, or the use of the right-of-way, excluding gross negligence by the City. The Association shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, damages, losses, including death, and expenses, including reasonable attorney's fees and costs, arising out of, resulting from, or in any way connected with the condition of right-of-way, the use of the right-of-way, the exercise of this Agreement, the failure on the part of the Association to comply with any of the provisions specified herein, or the City's removal of any "Lighting" depicted in Exhibit "B" or otherwise permitted by this Agreement. The City shall not be liable to the Association should the Association's use of the property be hindered or disturbed. The City will not be liable to the Association for any reason not specifically stated herein.
20. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Charlton Green, Sections II
& III, Homeowners Association, Inc.

21. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
22. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official or employee of the City shall be personally liable to the Charlton Green, Sections II & III, Homeowners Association, Inc. or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Association or successor or on any obligations hereunder.

2. **Warranties/Limitation of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Charlton Green, Sections II & III, Homeowners Association, Inc. to limit its liability shall be void and unenforceable.

3. **Severability.**

If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

CITY OF FRANKLIN, TENNESSEE

ATTEST:

APPROVED AS TO FORM:

By: _____
Eric S. Stuckey
 City Administrator / Recorder
 Date: _____

By: _____
Shauna Billingsley
City Attorney
Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

CHARLTON GREEN, SECTIONS II & III, HOMEOWNERS ASSOCIATION, INC.

By: Harris Pearce
Name: HARRIS PEARCE
Title: President
Date: 5/16/16

STATE OF Tennessee)
COUNTY OF Williamson)

Before me, V. Sherwood Kelly, a Notary Public of said State and County, personally appeared, HARRIS PEARCE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be President of Charlton Green, Sections II & III, Homeowners Association, Inc. and that as such, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this 16 day of May, 2016.

V. Sherwood Kelly
NOTARY PUBLIC

My Commission Expires: March 20, 2018

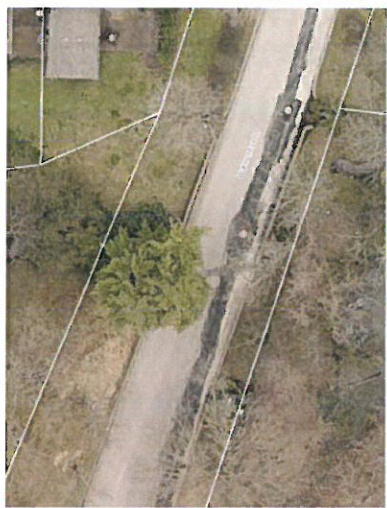


MY COMMISSION EXPIRES:
MARCH 20, 2018

Charlton Green Subdivision
Exhibit A



Charlton Green Subdivision
Exhibit B



Stream Crossing, Location of (4)
Gas Lights

South Median, Location
of Electric Service &
Meter



ORDINANCE NUMBER 2016-015

TO BE ENTITLED: “AN ORDINANCE AMENDING THE CITY OF FRANKLIN MUNICIPAL CODE, APPENDIX A - COMPREHENSIVE FEES AND PENALTIES, CHAPTER 18 – WATER & SEWERS FOR THE PURPOSE OF UPDATING WATER AND SANITARY SEWER USER RATES.”

WHEREAS, the City of Franklin, Tennessee, has completed an independent third-party cost of service study that recommended increases in water and sanitary sewer service rates and fees; and

WHEREAS, the Board of Mayor & Aldermen determined that these increases should be implemented over a five year period, and continuing until the cost of service is substantially offset by the increased water and sanitary sewer service rates and fees; and

WHEREAS, the City of Franklin, Tennessee, has completed an update to the independent third-party cost of service study to recommend adjustments, as necessary, in years three, four and five of the five year period; and

WHEREAS, the State of Tennessee requires that rates and fees be charged adequately in order to cover costs of such service.

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

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 22, Chapter 18 – Water & Sewers of the Franklin Municipal Code be amended by changing the following tables and fees to read as follows:

CHAPTER 18
Water & Sewers

Sanitary Sewer Rates – Effective January 1, 2017

Residential-inside, per 1,000 gallons		Residential-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$18.55	Availability charge (1,000 gallons)	\$23.63
Next 14,000 gallons	\$4.82	Next 14,000 gallons	\$7.45
All additional gallons	\$4.03	All additional gallons	\$6.30
Commercial-inside, per 1,000 gallons		Commercial-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$43.98	Availability charge (1,000 gallons)	\$47.46
Next 14,000 gallons	\$5.37	Next 14,000 gallons	\$8.28
All additional gallons	\$4.38	All additional gallons	\$6.39

Sanitary Sewer Rates – Effective January 1, 2018

Residential-inside, per 1,000 gallons		Residential-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$22.75	Availability charge (1,000 gallons)	\$27.83
Next 14,000 gallons	\$5.67	Next 14,000 gallons	\$8.56
All additional gallons	\$4.88	All additional gallons	\$7.41
Commercial-inside, per 1,000 gallons		Commercial-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$48.18	Availability charge (1,000 gallons)	\$51.66
Next 14,000 gallons	\$6.22	Next 14,000 gallons	\$9.39
All additional gallons	\$5.23	All additional gallons	\$7.50

Water User Rates – Effective January 1, 2017

Residential-inside, per 1,000 gallons		Residential-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$12.86	Availability charge (1,000 gallons)	\$15.85
Next 9,000 gallons	\$4.56	Next 9,000 gallons	\$7.06
Next 15,000 gallons	\$5.49	Next 15,000 gallons	\$7.64
All additional gallons	\$6.42	All additional gallons	\$8.22
Commercial-inside, per 1,000 gallons		Commercial-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$19.49	Availability charge (1,000 gallons)	\$23.76
Next 9,000 gallons	\$4.54	Next 9,000 gallons	\$6.98
Next 15,000 gallons	\$5.47	Next 15,000 gallons	\$7.56
All additional gallons	\$6.40	All additional gallons	\$8.14

Water User Rates – Effective January 1, 2018

Residential-inside, per 1,000 gallons		Residential-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$13.86	Availability charge (1,000 gallons)	\$17.40
Next 9,000 gallons	\$4.66	Next 9,000 gallons	\$7.22
Next 15,000 gallons	\$5.59	Next 15,000 gallons	\$7.80
All additional gallons	\$6.52	All additional gallons	\$8.38
Commercial-inside, per 1,000 gallons		Commercial-outside, per 1,000 gallons	
Availability charge (1,000 gallons)	\$20.49	Availability charge (1,000 gallons)	\$25.31
Next 9,000 gallons	\$4.64	Next 9,000 gallons	\$7.14
Next 15,000 gallons	\$5.57	Next 15,000 gallons	\$7.72
All additional gallons	\$6.50	All additional gallons	\$8.30

SECTION II: BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall take effect on January 1, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE,
Mayor

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

ORDINANCE NO. 2016 – 012

**TO BE ENTITLED: “AN ORDINANCE TO AMEND THE BUDGET OF THE CITY OF FRANKLIN
FOR FISCAL YEAR 2016-2017”**

WHEREAS, the City Charter, Article VIII, provides for adoption of an annual budget for departments of the City of Franklin; and

WHEREAS, an annual budget process appropriating funds to the various departments and divisions of the City government for the fiscal year beginning July 1, 2016, has been completed in accordance with state law and local ordinances; and

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

SECTION I: That the annual budget for the City of Franklin for the Fiscal Year 2016-2017 shall be, and is hereby established as set forth in the document attached hereto and entitled:

“City of Franklin, Tennessee
Annual Operating & Capital Equipment Budget
July 1, 2016 – June 30, 2017”

SECTION II: That each department of the City shall limit its expenditures to the amount appropriated; that any changes or amendments to the appropriations set forth in the budget shall be made in accordance with the City Code, Article VIII.

SECTION III: That revisions to the organizational charts, which are approved as part of the budget, may be amended by Resolution so long as the amendment has no negative financial implications to the City or Department.

SECTION IV: That this Ordinance shall take effect on July 1, 2016, from and after the passage on Third and Final Reading; the health, safety and welfare of the citizens of the City of Franklin requiring it.

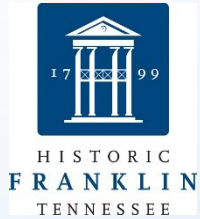
ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING: _____
PUBLIC HEARING: _____
PASSED SECOND READING: _____
PASSED THIRD READING: _____



City of Franklin, Tennessee
FY 2017 Operating Budget

FY 2017 Proposed Operating Budget Presentation

May 24, 2016
Board of Mayor and Aldermen
Work Session





City of Franklin, Tennessee

FY 2017 Operating Budget

The Focus

Management

- Policy development and implementation
- Budget process
- High quality service levels
- Department level key performance measurers
- Benchmarking program
- Capital Investment project oversight and delivery
- Telling “Franklin’s story” locally and beyond

Community Development

- Desired location
- High Development Standards
- Educated workforce
- Sites ready for development
- Aggressive State incentives
- Work with partners at State and Williamson County
- Play “offense”

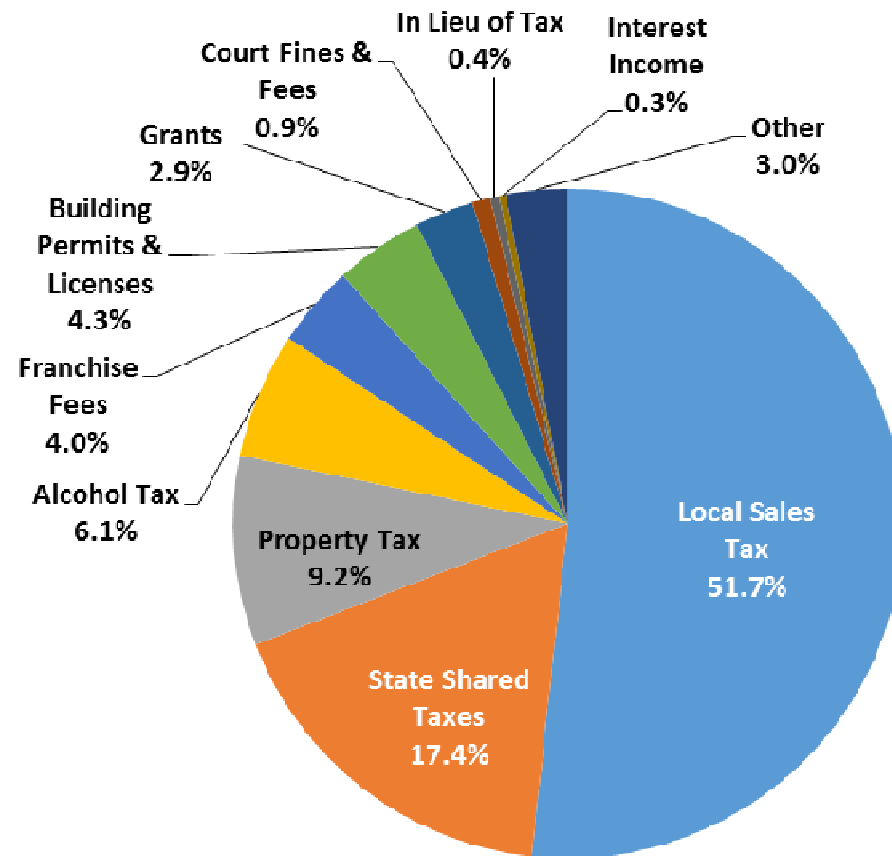
Strong Financial Base

- Long-Term financial planning (revenue diversification)
- Capital Investment plan process
- Multi-year financial planning
- Healthy reserve levels
- Triple-A Bond rating from both Moody’s and S&P.
- Support changing service needs



City of Franklin, Tennessee FY 2017 Operating Budget

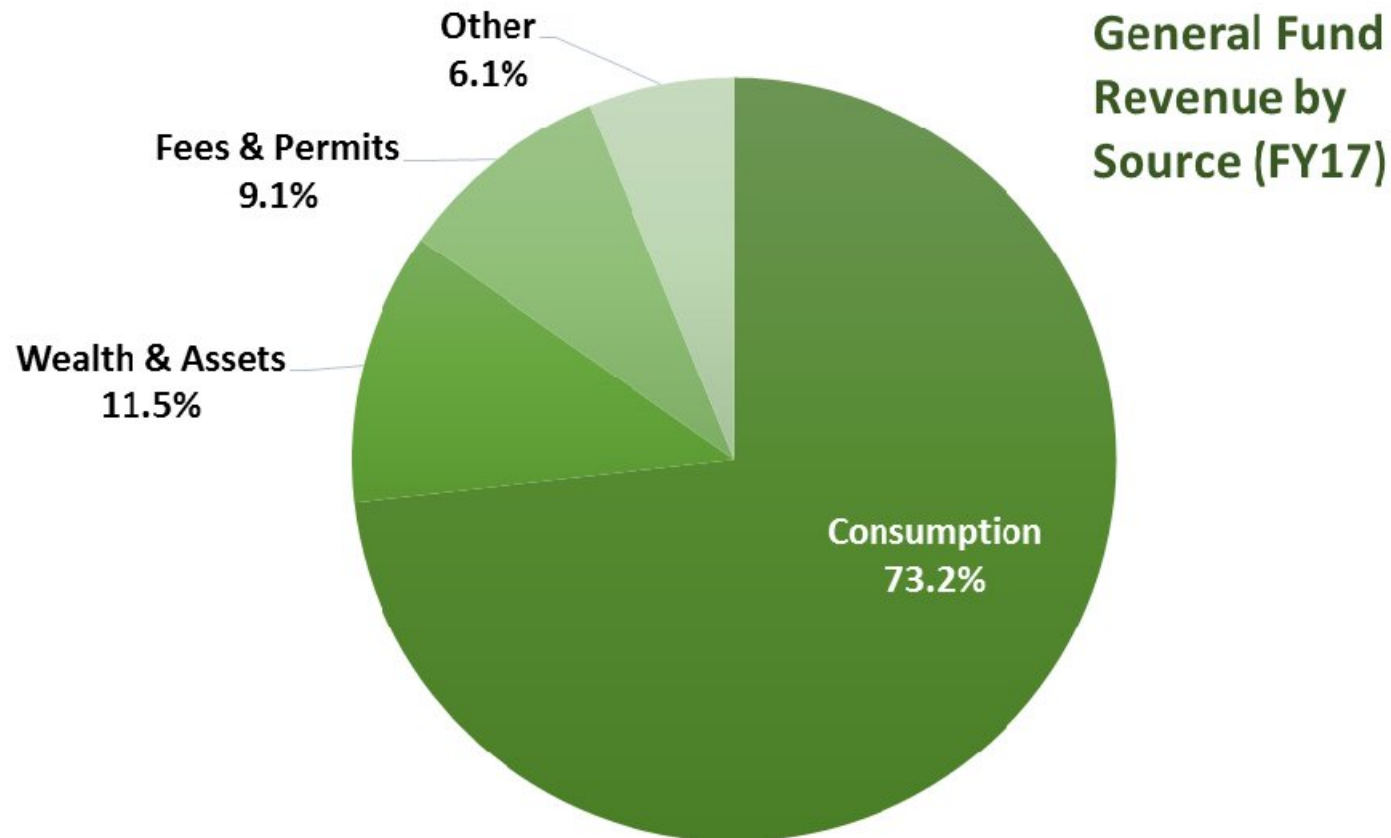
General Fund Overview: Revenues (pg. 35)





City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Overview: Revenues by Source (pg. 36)

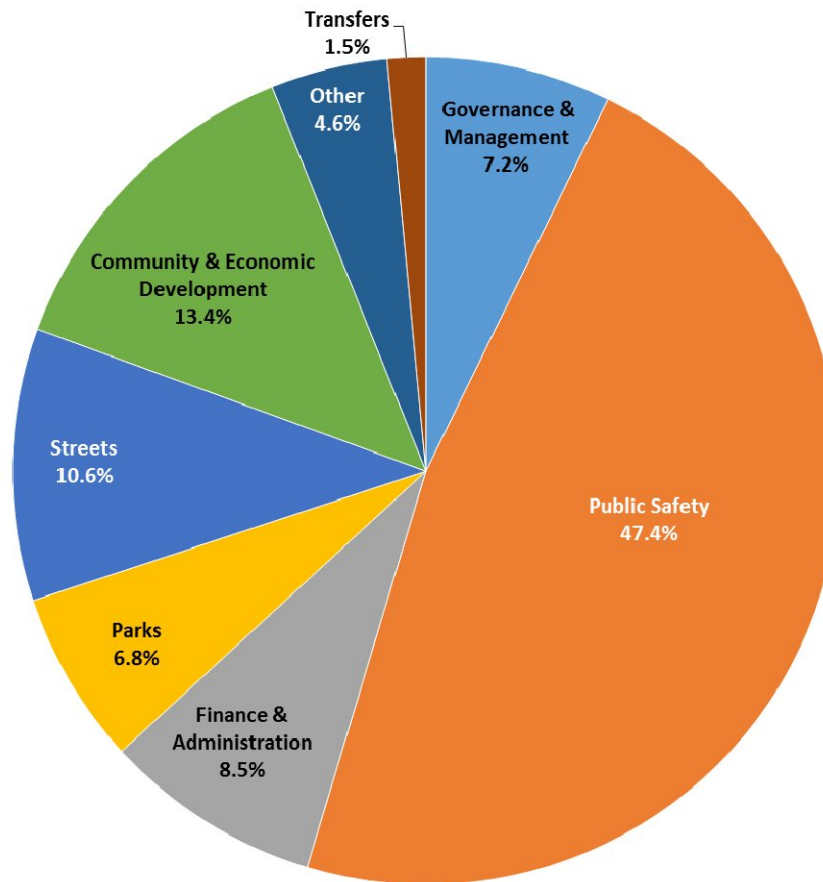




City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Overview: Expenses by Department/Function

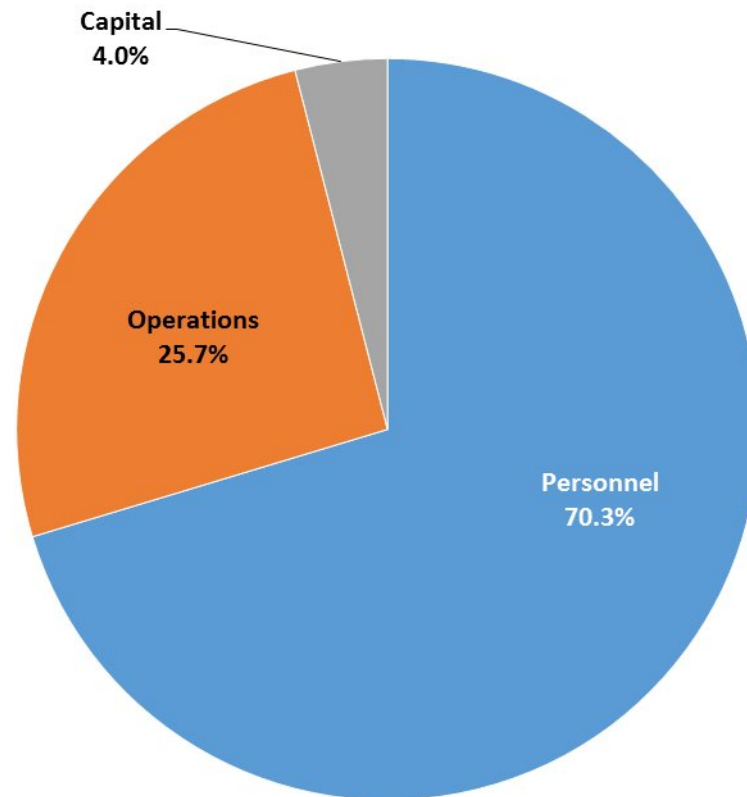




City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Overview: Expenses by Category





City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Overview: Opportunities

- Maintain high quality services.
- Invest in our future.
- Enhance our communities competitive position.
- Focus on possibilities, not just current challenges.
- Maintain Franklin's unique character.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Overview: Highlights

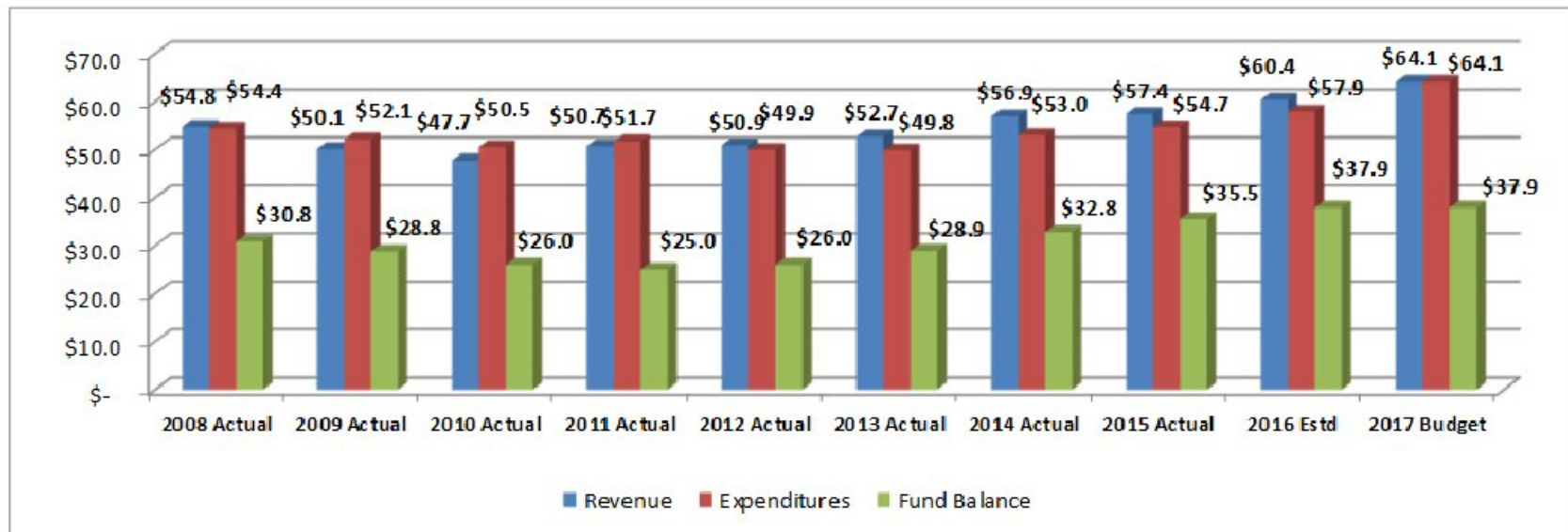
- The budget is balanced with current revenues equaling expenditures.
- In compliance with BOMA's debt and reserve policies.
- Net reduction of 11 positions across all funds.
- The annual pay adjustments for City team members will involve two tiers this year: 1) All employees will receive a \$500 base pay increase to offset medical insurance cost escalations in recent years and 2) a 4% general pay increase will be provided to employees. There will be a cap placed on total base pay increase of \$3,000 between these two elements. The pay adjustment will be effective July 1, 2016.
- The recommended budget includes \$125,000 for funding of the merit supplements for a fifth consecutive year.



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund : Revenues: Financial Performance



	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Estd	2017 Budget
Revenue	\$ 54.8	\$ 50.1	\$ 47.7	\$ 50.7	\$ 50.9	\$ 52.7	\$ 56.9	\$ 57.4	\$ 60.4	\$ 64.1
Expenditures	\$ 54.4	\$ 52.1	\$ 50.5	\$ 51.7	\$ 49.9	\$ 49.8	\$ 53.0	\$ 54.7	\$ 57.9	\$ 64.1
Fund Balance	\$ 30.8	\$ 28.8	\$ 26.0	\$ 25.0	\$ 26.0	\$ 28.9	\$ 32.8	\$ 35.5	\$ 37.9	\$ 37.9

Note: Amounts above are in millions of dollars.



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Change in Budget Amounts

All Funds	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
Personnel	\$ 45,698,038	\$ 46,778,025	\$ 52,028,091	\$ 50,262,141	\$ 55,601,838	\$ 3,573,747	6.87%
Operations	\$ 51,458,023	\$ 57,165,407	\$ 59,395,714	\$ 58,743,832	\$ 63,670,072	\$ 4,274,358	7.20%
Capital	\$ 6,859,460	\$ 8,154,452	\$ 16,146,129	\$ 10,725,718	\$ 15,728,014	\$ (418,115)	-2.59%
Total - All Funds Expenses	\$ 104,015,521	\$ 112,097,884	\$ 127,569,934	\$ 119,731,692	\$ 134,999,925	\$ 7,429,990	5.82%
Surplus / (Deficit) All Funds	\$ 13,055,851	\$ 16,247,515	\$ 646,982	\$ 13,962,823	\$ 231,487		
General Fund	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
General Fund Expenditures (by major category)							
Personnel	\$36,957,341	\$38,017,541	\$ 42,451,594	\$ 41,411,801	\$ 45,110,622	\$ 2,659,028	6.3%
Operations	\$14,688,938	\$16,288,930	\$ 16,772,400	\$ 16,014,926	\$ 16,462,227	\$ (310,173)	-1.8%
Capital	\$ 1,447,891	\$ 427,800	\$ 2,392,200	\$ 525,916	\$ 2,575,000	\$ 182,800	7.6%
Total - General Fund Expenses	\$53,094,170	\$54,734,271	\$ 61,616,194	\$ 57,952,643	\$ 64,147,849	\$ 2,531,655	4.1%
Surplus / (Deficit)	\$ 3,824,334	\$ 2,754,998	\$ -	\$ 2,462,761	\$ -		



City of Franklin, Tennessee **FY 2017 Operating Budget**

Invest Franklin

- Five Year reappraisal has occurred (still in process).
- Due to increased property values, the existing \$0.4065 per \$100 of assessed valuation will move to approximately \$0.3170 per \$100 of assessed valuation.
- Invest Franklin provides for a \$0.10 increment of property tax bringing the new rate to \$0.4170 per \$100 of assessed valuation.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Invest Franklin

Property Tax Rate summary:

- Existing Property Tax - \$0.3170:
 - \$0.2870 – Existing debt service and operations support.
 - \$0.03 – Established in 2014, 50% pledged to neighborhood street resurfacing, 50% to infrastructure/capital investment.
- Invest Franklin - \$0.10:
 - \$0.07 – Infrastructure and transportation investment. One penny dedicated transit, connectivity (sidewalks, multi-use trails), and other non-roadway transportation improvements.
 - \$0.03 – Dedicated to supporting City operations. The first such dedication of property tax rate capacity since 1987.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Invest Franklin

- Dedicated funding increases our capacity to invest in infrastructure and transportation over the 10-year planning horizon from approximately \$30 million to \$80 million.
- The ongoing Capital Investment Planning process identifies approximately \$240 million of capital (infrastructure, facilities) needs over the next 10 years.
- Invest Franklin provides important additional capacity, but the City will continue to work with Federal/State funding opportunities, other regional partners, and update development-related fees to fund key infrastructure investments.



City of Franklin, Tennessee
FY 2017 Operating Budget

Invest Franklin

An *example* of high-impact projects that could be implemented through Invest Franklin:

- McEwen Phase 4 – \$26.4 million
- Franklin Road - \$14.3 million
- Long Lane Connector - \$12.8 million
- Southeast Park - \$13.2 million



City of Franklin, Tennessee

FY 2017 Operating Budget

An example of property tax impact:

2011 Market Value:	\$353,500
Assessed Value (25% of market):	\$ 88,375
2015 City Property Tax at \$0.4065:	\$ 359.24 per year

2016 Market Value:	\$410,900
Assessed Value (25% of market):	\$102,725
City Property Tax at \$0.3170:	\$ 325.64 per year
(a reduction of \$33.60 per year)	
City Property Tax at \$0.4170:	\$ 428.36 per year
(an increase of \$69.12 per year or \$5.76 per month)	



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund : Property Tax Summary

Fiscal Year	Rate	Increase / (Decrease)	Fiscal Year	Rate	Increase / (Decrease)
1984	\$1.7500	---	2001	\$0.6900	\$0.0000
1985	\$1.7500	\$0.0000	2002	\$0.5500	(\$0.1400)
1986	\$1.7500	\$0.0000	2003	\$0.5500	\$0.0000
1987	\$2.1500	\$0.4000	2004	\$0.5500	\$0.0000
1988	\$2.1500	\$0.0000	2005	\$0.5500	\$0.0000
1989	\$2.1500	\$0.0000	2006	\$0.5500	\$0.0000
1990	\$1.1000	(\$1.0500)	2007	\$0.4340	(\$0.1160)
1991	\$1.1000	\$0.0000	2008	\$0.4340	\$0.0000
1992	\$0.9900	(\$0.1100)	2009	\$0.4340	\$0.0000
1993	\$0.9900	\$0.0000	2010	\$0.4340	\$0.0000
1994	\$0.9400	(\$0.0500)	2011	\$0.4340	\$0.0000
1995	\$0.9400	\$0.0000	2012	\$0.3765	(\$0.0575)
1996	\$0.8900	(\$0.0500)	2013	\$0.3765	\$0.0000
1997	\$0.6900	(\$0.2000)	2014	\$0.3765	\$0.0000
1998	\$0.6900	\$0.0000	2015	\$0.4065	\$0.0300
1999	\$0.6900	\$0.0000	2016	\$0.4065	\$0.0000
2000	\$0.6900	\$0.0000			

2017 would be \$0.4170, or an increase of \$0.0105



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Revenues: Property Tax Rate Comparison

Rank by Rate	City	2010 Census	City Rate
1	Franklin	62,487	\$ 0.41
2	Brentwood	37,060	\$ 0.44
3	Spring Hill	29,036	\$ 0.59
4	Lebanon	26,190	\$ 0.61
5	Hendersonville	51,372	\$ 0.65
6	Smyrna	39,974	\$ 0.88
7	Cookeville	30,435	\$ 0.90
8	Gallatin	30,278	\$ 0.99
9	La Vergne	32,588	\$ 1.00
10	Morristown	29,137	\$ 1.05
11	Clarksville	132,929	\$ 1.18
12	Murfreesboro	108,755	\$ 1.21
13	Columbia	34,681	\$ 1.44
14	Collierville	43,965	\$ 1.53

Rank by Rate	City	2010 Census	City Rate
15	Bartlett	54,613	\$ 1.62
16	Johnson City	63,152	\$ 1.62
17	Cleveland	41,285	\$ 1.77
18	Germantown	38,844	\$ 1.93
19	Jackson	65,211	\$ 1.96
20	Kingsport	48,205	\$ 2.07
21	Maryville	27,465	\$ 2.17
22	Bristol	26,702	\$ 2.25
23	Chattanooga	167,674	\$ 2.31
24	Oak Ridge	29,330	\$ 2.39
25	Knoxville	178,874	\$ 2.73
26	Memphis	646,889	\$ 3.40
---	Nashville (metro)*	626,681	\$ 0.59

*City rate only. City/County rate (Nashville/Davidson County is a unified government) is \$4.52.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Process: Base Budget vs. Program Enhancement

- Departments were asked to present two budgets:
 - The first, a base or ‘level-service’ budget demonstrated how much it will cost the City to provide the same level of service in FY 2017 that it does in the current fiscal year.
 - The second, identified program enhancements – any new or additional staff, major expenses or small capital equipment, or new programs. For each enhancement, departments filled out a one-page form which documented the basic information of program enhancements – both in a numeric and narrative format – in priority order. herein. All program enhancements requested are provided in the Appendices (p.347). All told, 143 enhancements totaling nearly \$12.35 million were submitted.



City of Franklin, Tennessee FY 2017 Operating Budget

Process: Integration of Strategic Plan

- Departmental Budgets also have full integration of *Franklin Forward* - the City's Strategic Plan and Performance Measures for the first time. These measures are organized in either Workload, Efficiency or Outcome Measures and are marked (where applicable) to the four themes of the strategic plan:



A Safe, Clean, and Livable City



Quality Life Experiences



Effective and Fiscally Sound
City Government Providing
High-quality Services



Sustainable Growth and
Economic Prosperity



City of Franklin, Tennessee **FY 2017 Operating Budget**

Program Enhancements



A Safe, Clean, and Livable City

- The addition of a Crime Analyst position within the Police Department.
- Installation of an additional outdoor tornado warning siren (\$30,000).
- Technical rescue equipment for the Fire Department (\$75,000).
- Enhanced body armor for police officers (\$39,000).
- Enhanced video security, including cameras in City parking garages and other City facilities (\$90,600).
- Purchase of 110 body cameras (funded by reserves) for police officers and support services/staffing (carryover from FY16, \$342,550).



City of Franklin, Tennessee **FY 2017 Operating Budget**

Program Enhancements



Effective and Fiscally Sound City Government Providing High-quality Services

- Additional and replacement vehicles in Sanitation, Parks, Police, Streets, Information Technologies, Stormwater, and Building and Neighborhood Services.
- Reclassification of the CIP Executive/City Engineer to an Assistant City Administrator for Public Works
- Creation of a utility location crew to meet “One Call” service requests.
- High mast interstate lighting (LED) retrofit (\$175,560).
- Franklin TV High Definition upgrades (\$125,672).
- Enhance Information System disaster recovery and data security initiatives.
- Special Census funding (\$100,000).
- Architectural service for City Hall building plan (carryover from FY16, \$250,000).



City of Franklin, Tennessee FY 2017 Operating Budget

Program Enhancements



Quality Life Experiences

- Study of shared facility use and improvements between the Franklin Special School District and the Franklin Parks Department.
- Parks programming staffing enhancements.
- Eastern Flank Battlefield Park/Fleming Center lighting (\$20,000).



City of Franklin, Tennessee **FY 2017 Operating Budget**

Program Enhancements



Sustainable Growth and Economic Prosperity

- Downtown parking study and traffic circulation study (\$250,000).
- Fourth Avenue parking garage vehicle counting/control system (\$70,000).
- Continued funding of the 91X regional bus service (\$13,600) and targeted expansion of Franklin Transit services (\$322,895).
- Along with the Metropolitan Planning Organization and the Regional Transit Authority, funding of the I-65 corridor study connecting Nashville and Franklin (\$12,500).



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund : Revenues: General Fund Revenue Comparison

	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	<u>Estimated 2016</u>	<u>Budget 2017</u>	<u>Difference '16 vs. '17</u>	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
Local Sales Tax	\$27,254,742	\$28,943,994	\$30,956,093	\$31,603,598	\$33,183,778	\$2,227,685	7.2%
State Shared Taxes	\$10,677,057	\$12,796,277	\$11,172,496	\$11,106,242	\$11,148,733	\$ (23,763)	-0.2%
Property Tax	\$6,266,420	\$5,546,050	\$5,263,794	\$5,221,061	\$5,873,793	\$609,999	11.6%
Alcohol Tax	\$3,373,143	\$3,630,037	\$3,716,559	\$3,733,990	\$3,888,565	\$172,006	4.6%
Franchise Fees	\$2,449,724	\$2,462,903	\$2,511,230	\$2,504,860	\$2,536,790	\$25,560	1.0%
Building Permits & Licenses	\$2,088,774	\$2,208,560	\$2,315,577	\$2,623,851	\$2,741,289	\$425,712	18.4%
Grants	\$520,921	\$289,382	\$3,371,336	\$2,071,336	\$1,828,300	\$(1,543,036)	-45.8%
Court Fines & Fees	\$657,229	\$586,479	\$720,572	\$399,468	\$560,935	\$(159,637)	-22.2%
In Lieu of Tax	\$325,018	\$326,887	\$306,131	\$318,687	\$271,369	\$(34,762)	-11.4%
Interest Income	\$189,013	\$145,098	\$197,802	\$212,637	\$217,582	\$19,780	10.0%
Other	\$3,116,463	\$553,601	\$1,084,605	\$619,673	\$1,896,716	\$812,111	74.9%
Total - General Fund Revenues	\$56,918,504	\$57,489,269	\$61,616,194	\$60,415,403	\$64,147,849	\$2,531,655	4.1%



City of Franklin, Tennessee **FY 2017 Operating Budget**

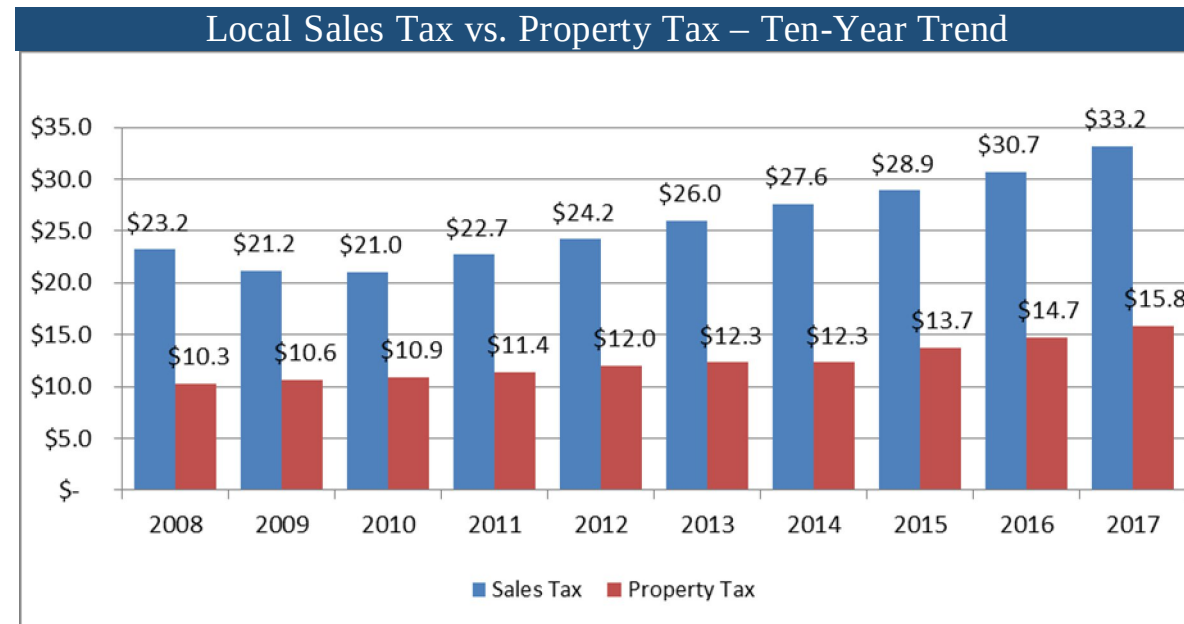
General Fund Revenues: Local Sales Tax (pg. 37)

- Budgeted to increase in 2016-17 (\$33.2 million).
- Growth of 7.2% (\$2.22 million) from 2015-16 budget, 5% increase compared to the 2015-16 estimate.
- Statewide estimate for growth is approximately 4.0% to 5.3%.
- 51.7% of total general fund revenue.



City of Franklin, Tennessee FY 2017 Operating Budget

General Fund Revenues: Property vs. Sales Tax



- Sales Tax continues to outpace Property Tax collections 2:1
- In FY 2017, even with an increase in the Property Tax, Sales Tax will comprise 51.7% of all General Fund Revenues, an increase from FY 2016.



City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Revenues: Intergovernmental Revenue (pg. 38)

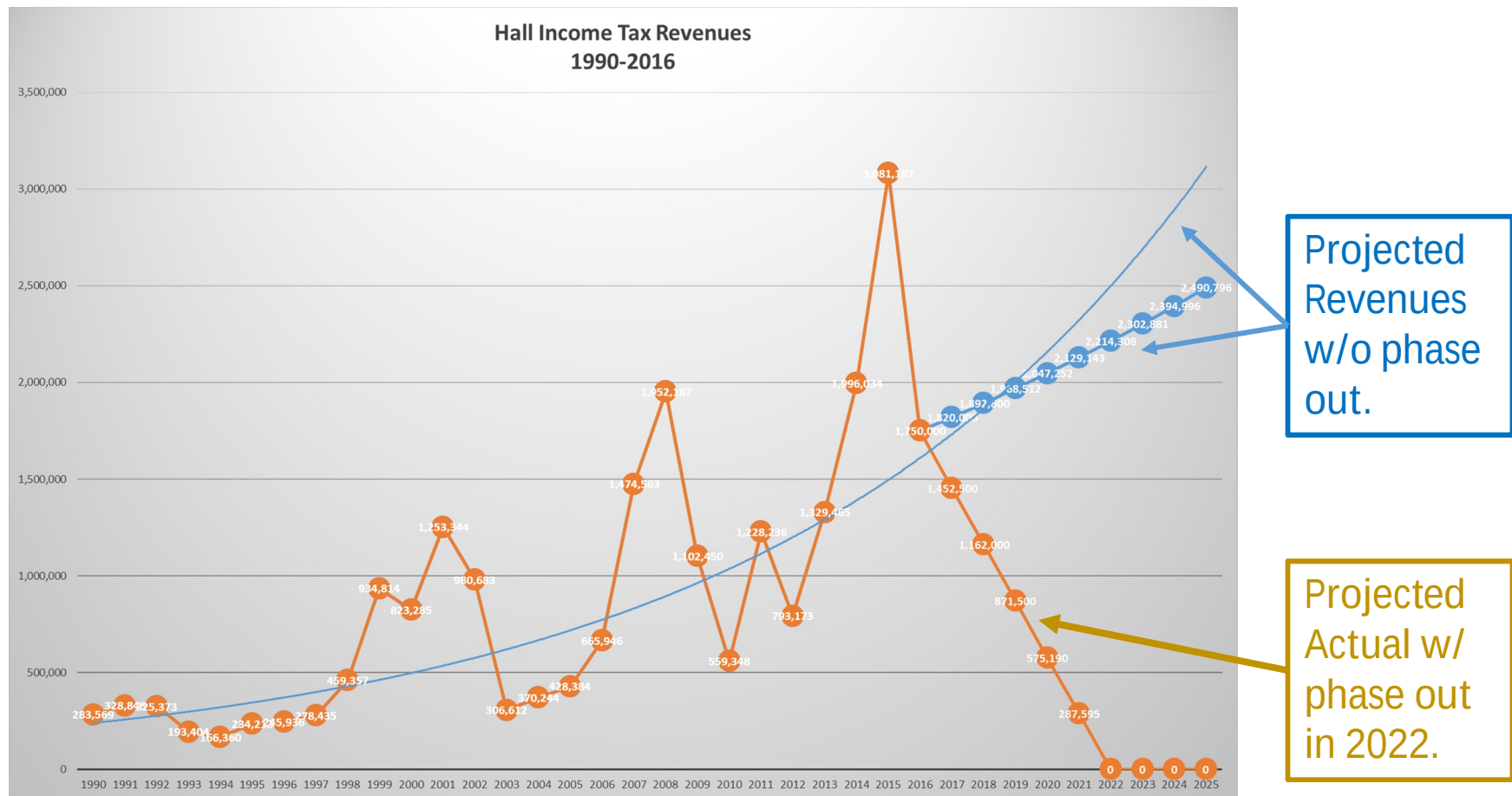
- Second largest general fund revenue source.
- Includes Business Tax within state shared taxes.
- Grant funding including TOC project revenue.
- Decrease (-0.2% or \$23,763) attributable to first year of reduction in the Hall Income Tax. (To be phased out completely by 2022).



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Revenues: Hall Income Tax (p. 38)





City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Revenues: Other Taxes

- Local Beer Tax (p. 40)
- Business License & Gross Receipts Tax
- Wholesale Liquor Tax (p. 40)
- Alcohol Privilege Tax (p. 40)



City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Revenues: Fees & Other Income

- Franchise Fees (*pg. 41*)
- Building Permit Fees (*pg. 42*)
- Court Fines & Costs (*pg. 43*)
- Interest Earnings (*pg. 46*)



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund: Fund Balance Summary

General Fund Performance - FY 2013-2017						
	Actual 2013	Actual 2014	Actual 2015	Budget 2016	Estimated 2016	Budget 2017
Beginning Fund Balance	26,011,331	28,890,118	32,714,451	35,469,449	35,469,449	37,932,209
+ Total General Fund Revenue	52,677,369	56,918,504	57,489,269	61,616,194	60,415,403	64,147,849
- Total General Fund Expenditures	49,798,582	53,094,171	54,734,271	61,616,194	57,952,643	64,147,849
Ending Fund Balance	28,890,118	32,714,451	35,469,449	35,469,449	37,932,209	37,932,209
*** Percent of Total Annual Revenues	54.8%	57.5%	61.7%	57.6%	62.8%	59.1%
*** Percent of Total Annual Expenditures	58.0%	61.6%	64.8%	57.6%	65.5%	59.1%

Note: Ending Fund Balance Amounts for Revised FY 2016 and Budget FY 2017 numbers subject to change via year-end close and final FY 2016 budget amendments.



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund: General Fund Expenditures by Department

	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	<u>Estimated 2016</u>	<u>Budget 2017</u>	<u>Difference '16 vs. '17</u>	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Expenses							
Governance & Management	\$ 3,714,650	\$ 4,092,514	\$ 4,610,629	\$ 4,356,517	\$ 4,649,889	\$ 39,260	0.9%
Public Safety	\$27,097,691	\$27,515,333	\$ 29,761,494	\$ 29,343,597	\$ 30,402,315	\$ 640,821	2.2%
Finance & Administration	\$ 5,585,864	\$ 5,237,569	\$ 5,369,554	\$ 5,331,451	\$ 5,462,056	\$ 92,502	1.7%
Community & Economic Developme	\$ 8,044,512	\$ 8,544,233	\$ 12,450,362	\$ 9,662,277	\$ 12,922,759	\$ 472,397	3.8%
Public Works	\$ 5,572,648	\$ 5,585,969	\$ 6,264,544	\$ 6,281,471	\$ 6,818,717	\$ 554,173	8.8%
Other Operating Expenses	\$ 3,078,805	\$ 3,758,653	\$ 3,159,610	\$ 2,977,329	\$ 3,892,114	\$ 732,504	23.2%
Total - General Fund Expenses	\$53,094,170	\$54,734,271	\$ 61,616,194	\$ 57,952,643	\$ 64,147,849	\$ 2,531,655	4.1%
General Fund Expenditures (by major category)							
Personnel	\$36,957,341	\$38,017,541	\$ 42,451,594	\$ 41,411,801	\$ 45,110,622	\$ 2,659,028	6.3%
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City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund: Change in Personnel Expense

- Annual pay adjustments for City team members will involve two tiers this year:
 - All employees will receive a \$500 base pay increase to offset medical insurance cost escalations in recent years, and
 - a 4% general pay increase will be provided to employees.

There will be a cap placed on total base pay increase of \$3,000 between these two elements. The pay adjustment will be effective July 1, 2016.

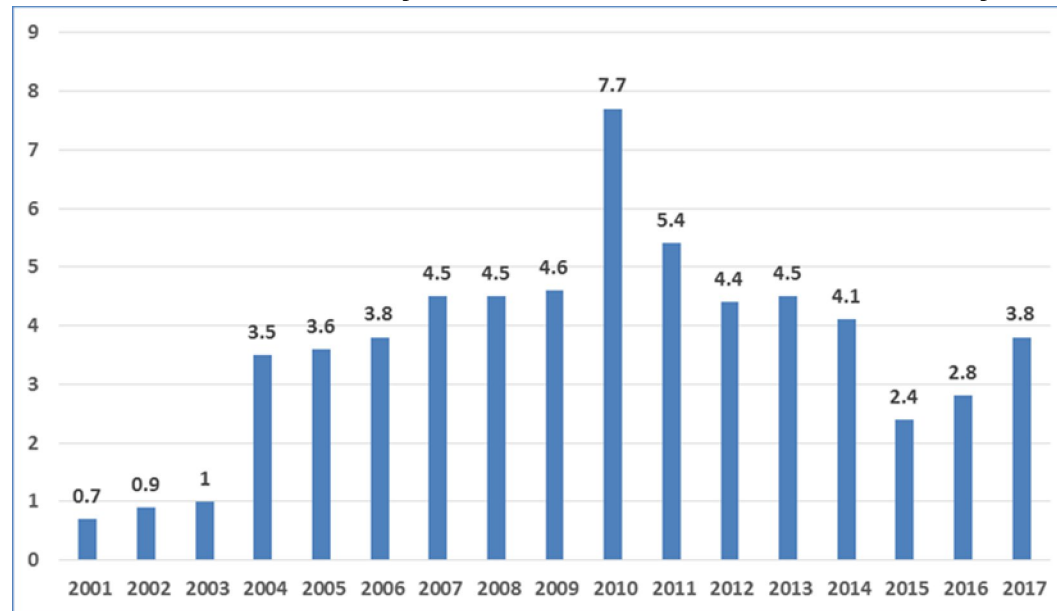
In addition, the recommended budget includes \$125,000 for funding of the merit supplements for a fifth consecutive year.
- Net of 11 positions reduced.
- Cost sharing structure of health insurance with employees continues with 85% single/80% family premium City cost sharing. 8-9% increase in overall cost.
- 3.5% turnover factor (pay + benefits) used.
- Pension across all funds budgeted at \$3.8 million, an increase of \$1 million.



City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund: Pension Plan Contributions

Seventeen Year-History – Pension Contributions by Fiscal Year



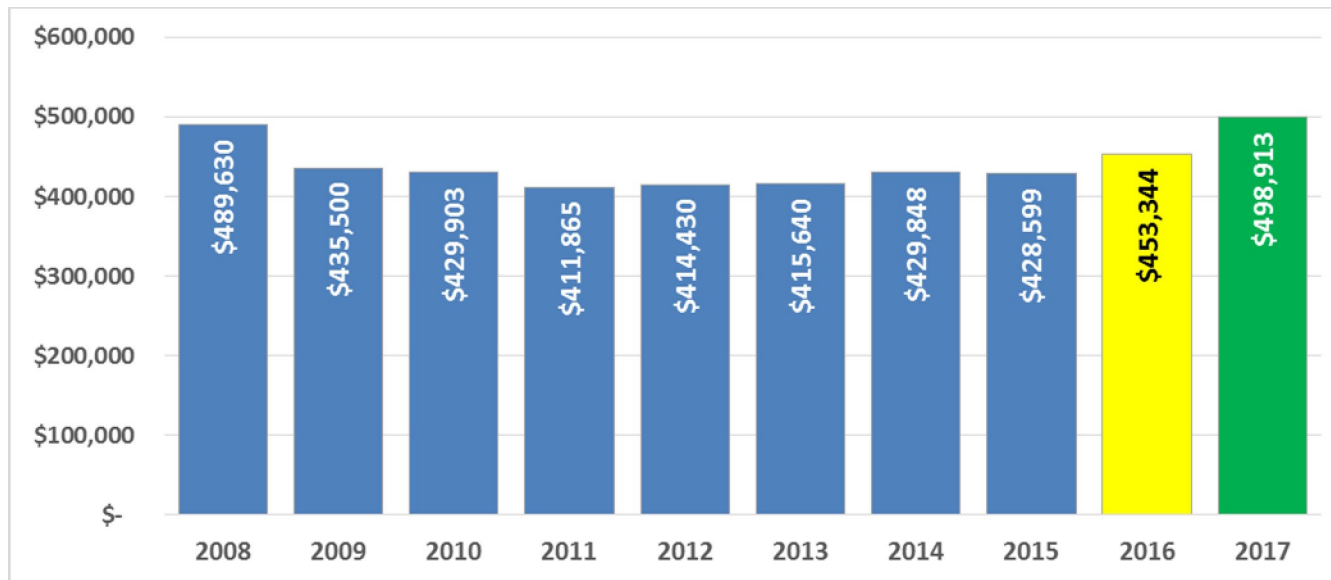
- Increase of roughly \$1,000,000 across all funds or 33.5%.
- Increase attributable to a variety of factors; higher costs, lower returns and more retirees.
- Pension is approximately 12% of total payroll.



City of Franklin, Tennessee FY 2017 Operating Budget

General Fund: Appropriations to Outside Entities

Ten Year- History – Appropriations to Outside Agencies



- Increase of \$45,569, or 10.1%
- Includes new one-time appropriations for I-65 Corridor Study (\$12,500) and Masonic Hall Historic Study (\$15,000)



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Summary

- Drug Fund (*p. 111-112*)
- Sanitation & Environmental Services Fund (*p. 145-156*)
- Transit Fund (*p. 157-160*)
- Water & Sewer Fund (*p. 161-180*)
- Community Development Block Grant (CDBG) Fund (*p. 225-228*)
- Stormwater Fund (*p. 249-268*)
- Street Aid & Transportation Fund – Gas Tax (*p. 259-262*)
- Road Impact Fund (*p. 263-266*)
- Facilities Tax Fund (*p. 283-286*)
- Hotel/Motel Tax Fund (*p. 287-292*)
- Debt Service Fund (*p. 293-296*)
- In Lieu of Parkland Fund (*p. 297-300*)



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Change in Budget Amounts

All Funds	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
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Operations	\$ 51,458,023	\$ 57,165,407	\$ 59,395,714	\$ 58,743,832	\$ 63,670,072	\$ 4,274,358	7.20%
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Total - All Funds Expenses	\$ 104,015,521	\$ 112,097,884	\$ 127,569,934	\$ 119,731,692	\$ 134,999,925	\$ 7,429,990	5.82%
Surplus / (Deficit) All Funds	\$ 13,055,851	\$ 16,247,515	\$ 646,982	\$ 13,962,823	\$ 231,487		
General Fund	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
General Fund Expenditures (by major category)							
Personnel	\$36,957,341	\$38,017,541	\$ 42,451,594	\$ 41,411,801	\$ 45,110,622	\$ 2,659,028	6.3%
Operations	\$14,688,938	\$16,288,930	\$ 16,772,400	\$ 16,014,926	\$ 16,462,227	\$ (310,173)	-1.8%
Capital	\$ 1,447,891	\$ 427,800	\$ 2,392,200	\$ 525,916	\$ 2,575,000	\$ 182,800	7.6%
Total - General Fund Expenses	\$53,094,170	\$54,734,271	\$ 61,616,194	\$ 57,952,643	\$ 64,147,849	\$ 2,531,655	4.1%
Surplus / (Deficit)	\$ 3,824,334	\$ 2,754,998	\$ -	\$ 2,462,761	\$ -		



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Street Aid & Transportation Fund (pg. 259-262)

- Roadway resurfacing program of slightly above \$2.6 million – and increase of 9.6%. \$175,000 is included for sidewalk repair.
- The Capital Funding Initiative (begun in FY 2015) will add roughly \$689,000 from the Property Tax in FY 2017.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Sanitation & Environmental Services (pg. 145-156)

- Three Divisions: Administration, Collection, and Disposal.
- Direct revenues estimated at \$9.3 million.
- Expenditures also estimated at (\$9.3 million).
- No transfer planned from General Fund. 2008 subsidy was \$4.47 million. A transfer (\$400,000-500,000) will be needed in FY16 to meet reserve requirements.
- No increase in residential rate of \$16.50/month; limited increase in commercial rates proposed.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Water & Sewer Fund (p. 161-180)

- Includes rate-payer supported operation of Water, Wastewater, and Reclaimed Water utilities
- Second year of the biennial budget includes: Water (\$10.3 million), Water Reclamation/Wastewater (\$13.5 million), and Reclaimed Water (\$254,000).
- Based on updated independent cost-of-service study, adoption of rate increases for 2017 and 2018 are proposed:
 - 3.5% per year for Water.
 - 5.5% per year for Wastewater.



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Road Impact Fund (pg. 263-266)

- \$6.38 million proposed budget for FY16 (an increase of 98.33%). \$7 million is estimated for FY16.
- Provides for Debt Service obligation (\$2.7 million) and budgeted Road Impact Offset agreement payments.

Other Funds: Facilities Tax Fund (pg. 283-286)

- \$4.27 million proposed budget for FY 17.
- Continued work on Fire Stations 7 & 8 projects.
- Purchase of Fire, Parks & Sanitation equipment.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Stormwater Fund (pg. 249-258)

- \$5.1 million proposed budget for FY17 (an increase of \$66,355 or 1.3%).
- One new position adding capacity to manage increased workload.
- Equipment purchase (Skid Steer & Street Sweeper) and capital projects.



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Hotel/Motel Tax Fund (pg. 287-292)

- \$2.53 million proposed budget for FY17 (a decrease of 9%).
- Significant “unprogrammed” capacity that could be applied to priority projects identified in the Parks Master Plan/Capital Investment Plan.
- Funds debt service for acquisition of Harlinsdale and Eastern Flank and streetscape elements.
- Continued funding for Carter Hill acquisition/development and ongoing park improvement projects.

Other Funds: Debt Service Fund (pg. 293-296)

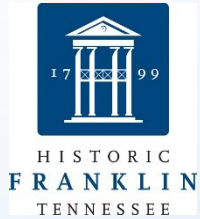
- \$13.2 million proposed budget for FY 17 (an increase of 2.3%).
- \$7.5 million of property tax for general obligation debt service plus contributions from various other funds.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Summary

- The budget includes the *Invest Franklin* initiative that will add funding capacity for key infrastructure investment and support operations for our growing community.
- Meeting budget goals and objectives with an enhanced emphasis on performance measures and the strategic plan.
- The budget features targeted program enhancements related to public safety and growth-related services.
- Revenues estimates show signs of growth.
- Reserves at year-end well above policy level.



City of Franklin, Tennessee
FY 2017 Operating Budget

FY 2017 Proposed Operating Budget Presentation

June 14, 2016
Board of Mayor and Aldermen
Public Hearing





City of Franklin, Tennessee

FY 2017 Operating Budget

The Focus

Management

- Policy development and implementation
- Budget process
- High quality service levels
- Department level key performance measurers
- Benchmarking program
- Capital Investment project oversight and delivery
- Telling “Franklin’s story” locally and beyond

Community Development

- Desired location
- High Development Standards
- Educated workforce
- Sites ready for development
- Aggressive State incentives
- Work with partners at State and Williamson County
- Play “offense”

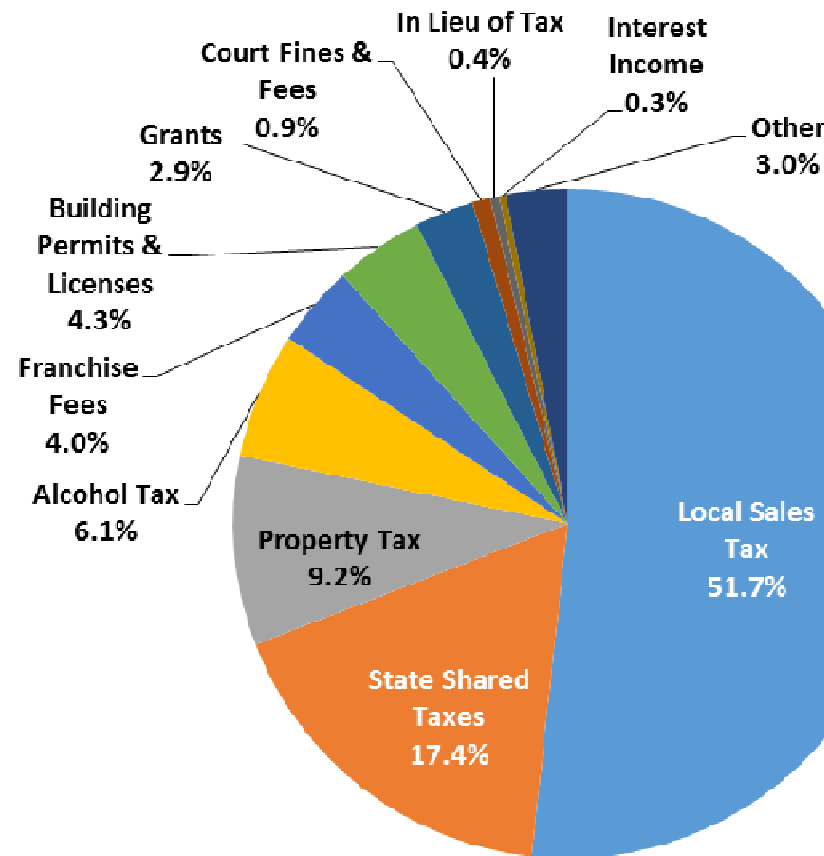
Strong Financial Base

- Long-Term financial planning (revenue diversification)
- Capital Investment plan process
- Multi-year financial planning
- Healthy reserve levels
- Triple-A Bond rating from both Moody’s and S&P.
- Support changing service needs



City of Franklin, Tennessee FY 2017 Operating Budget

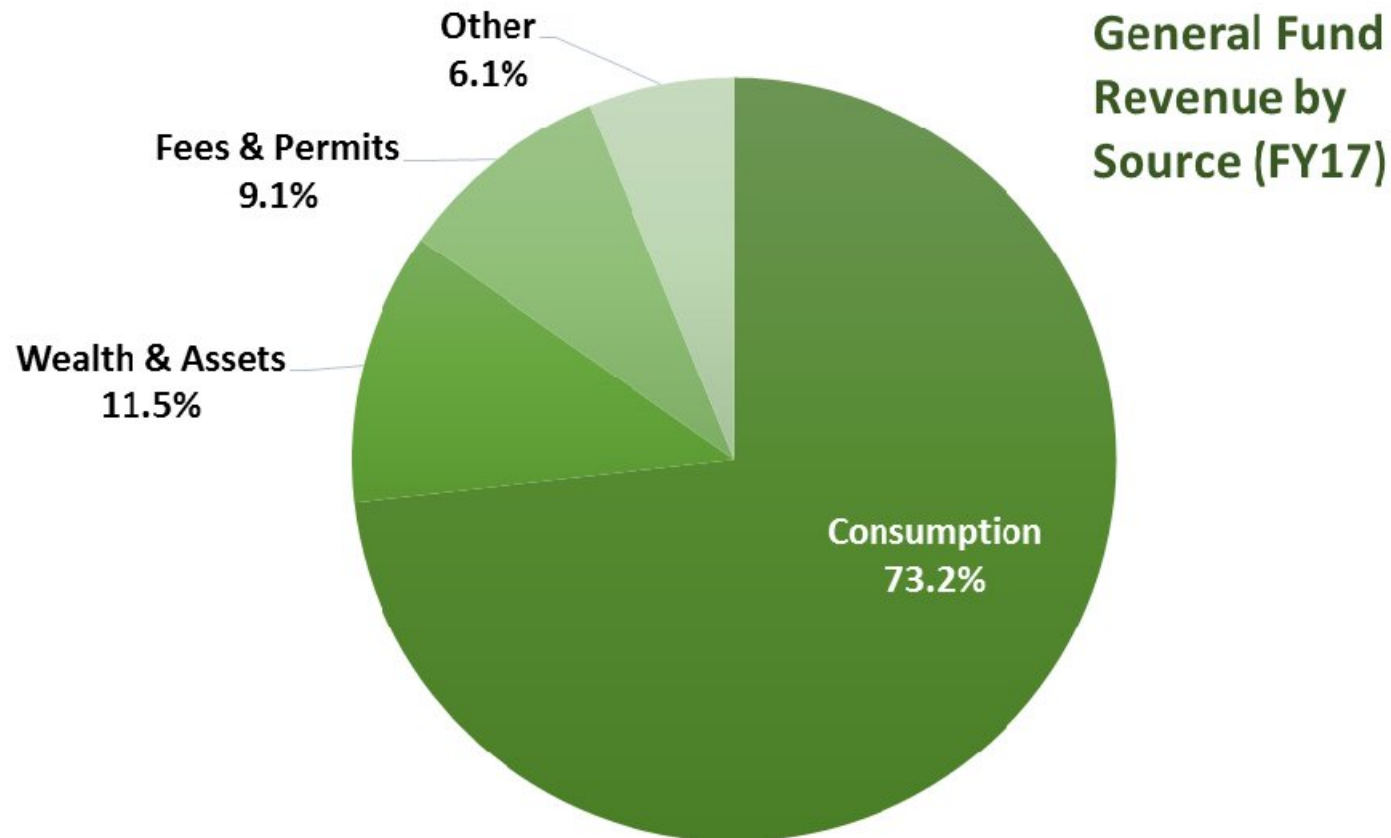
General Fund Overview: Revenues (pg. 35)





City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Overview: Revenues by Source (pg. 36)

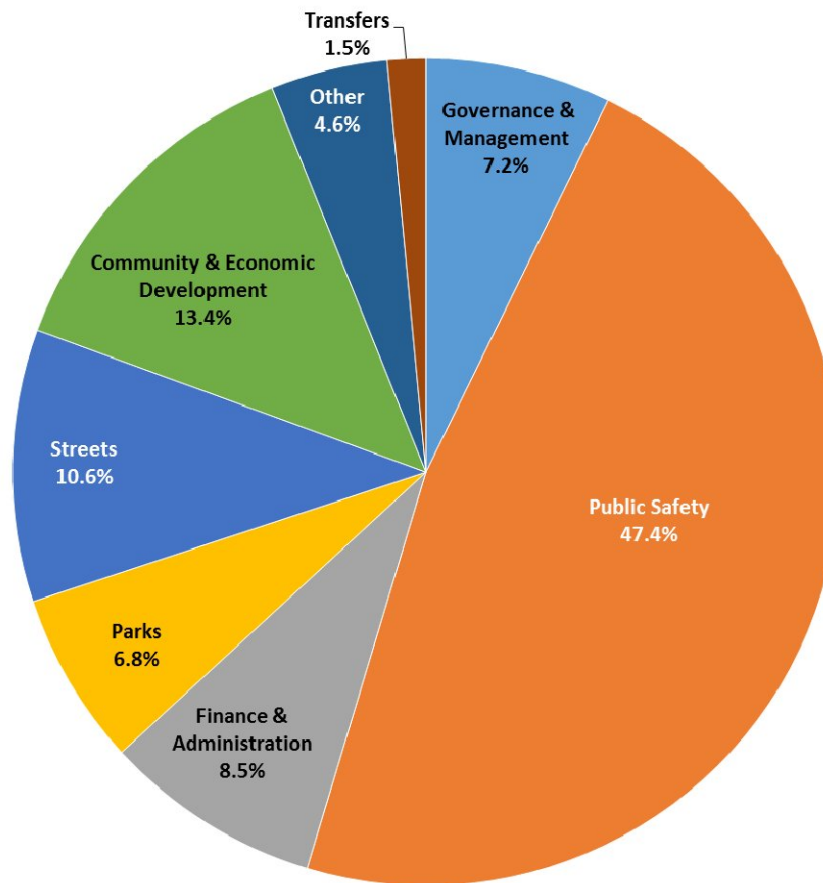




City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Overview: Expenses by Department/Function

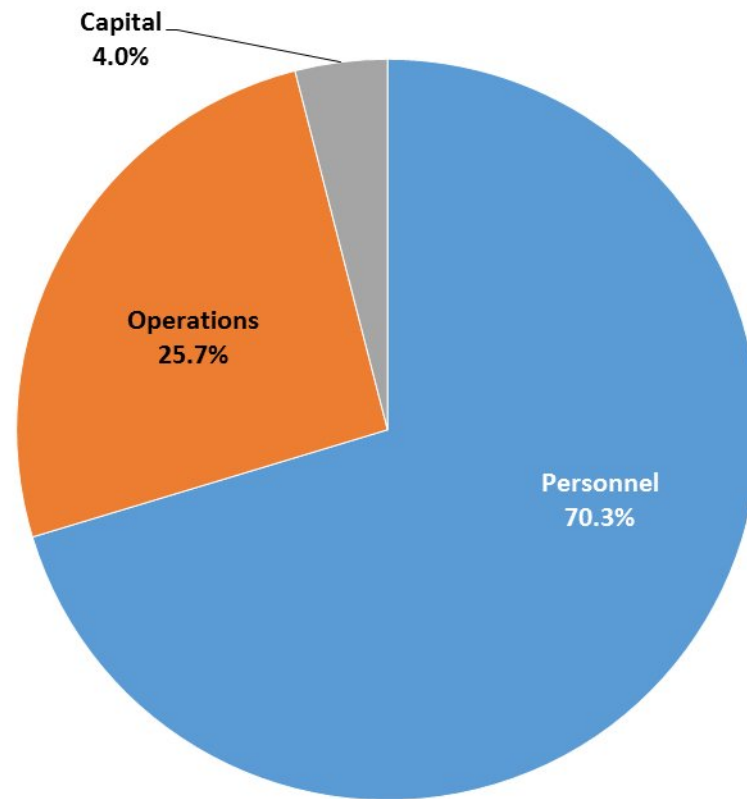




City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Overview: Expenses by Category





City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Overview: Opportunities

- Maintain high quality services.
- Invest in our future.
- Enhance our communities competitive position.
- Focus on possibilities, not just current challenges.
- Maintain Franklin's unique character.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Overview: Highlights

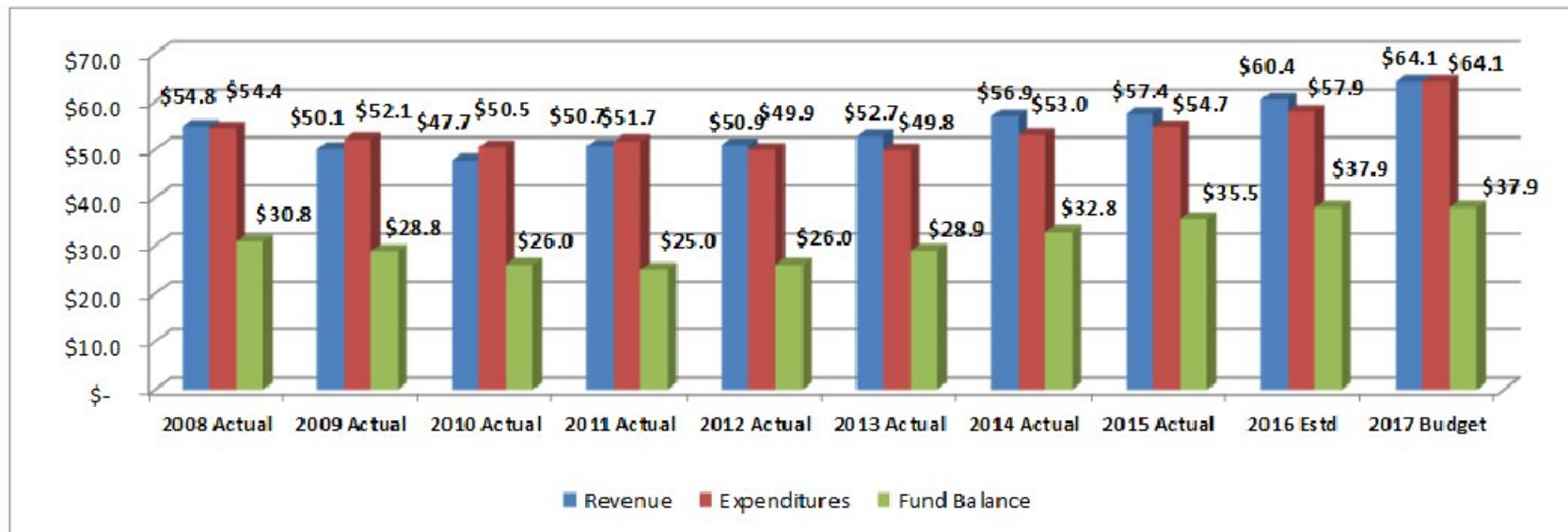
- The budget is balanced with current revenues equaling expenditures.
- In compliance with BOMA's debt and reserve policies.
- Net reduction of 11 positions across all funds.
- The annual pay adjustments for City team members will involve two tiers this year: 1) All employees will receive a \$500 base pay increase to offset medical insurance cost escalations in recent years and 2) a 4% general pay increase will be provided to employees. There will be a cap placed on total base pay increase of \$3,000 between these two elements. The pay adjustment will be effective July 1, 2016.
- The recommended budget includes \$125,000 for funding of the merit supplements for a fifth consecutive year.



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund : Revenues: Financial Performance



	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Estd	2017 Budget
Revenue	\$ 54.8	\$ 50.1	\$ 47.7	\$ 50.7	\$ 50.9	\$ 52.7	\$ 56.9	\$ 57.4	\$ 60.4	\$ 64.1
Expenditures	\$ 54.4	\$ 52.1	\$ 50.5	\$ 51.7	\$ 49.9	\$ 49.8	\$ 53.0	\$ 54.7	\$ 57.9	\$ 64.1
Fund Balance	\$ 30.8	\$ 28.8	\$ 26.0	\$ 25.0	\$ 26.0	\$ 28.9	\$ 32.8	\$ 35.5	\$ 37.9	\$ 37.9

Note: Amounts above are in millions of dollars.



City of Franklin, Tennessee

FY 2017 Operating Budget

All Funds: Budget Summary

All Funds	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
Personnel	\$ 45,698,038	\$ 46,778,025	\$ 52,028,091	\$ 50,262,141	\$ 55,601,838	\$ 3,573,747	6.87%
Operations	\$ 51,458,023	\$ 57,165,407	\$ 59,395,714	\$ 58,743,832	\$ 63,670,072	\$ 4,274,358	7.20%
Capital	\$ 6,859,460	\$ 8,154,452	\$ 16,146,129	\$ 10,725,718	\$ 15,728,014	\$ (418,115)	-2.59%
Total - All Funds Expenses	\$ 104,015,521	\$ 112,097,884	\$ 127,569,934	\$ 119,731,692	\$ 134,999,925	\$ 7,429,990	5.82%
Surplus / (Deficit) All Funds	\$ 13,055,851	\$ 16,247,515	\$ 646,982	\$ 13,962,823	\$ 231,487		
General Fund	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
General Fund Expenditures (by major category)							
Personnel	\$36,957,341	\$38,017,541	\$ 42,451,594	\$ 41,411,801	\$ 45,110,622	\$ 2,659,028	6.3%
Operations	\$14,688,938	\$16,288,930	\$ 16,772,400	\$ 16,014,926	\$ 16,462,227	\$ (310,173)	-1.8%
Capital	\$ 1,447,891	\$ 427,800	\$ 2,392,200	\$ 525,916	\$ 2,575,000	\$ 182,800	7.6%
Total - General Fund Expenses	\$53,094,170	\$54,734,271	\$ 61,616,194	\$ 57,952,643	\$ 64,147,849	\$ 2,531,655	4.1%
Surplus / (Deficit)	\$ 3,824,334	\$ 2,754,998	\$ -	\$ 2,462,761	\$ -		



City of Franklin, Tennessee **FY 2017 Operating Budget**

Invest Franklin

- Five Year reappraisal has occurred (still in process).
- Due to increased property values, the existing \$0.4065 per \$100 of assessed valuation will move to approximately \$0.3176 per \$100 of assessed valuation.
- Invest Franklin provides for a \$0.10 increment of property tax bringing the new rate to \$0.4176 per \$100 of assessed valuation.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Invest Franklin

Property Tax Rate summary:

- Existing Property Tax - \$0.3176:
 - \$0.2876 – Existing debt service and operations support.
 - \$0.03 – Established in 2014, 50% pledged to neighborhood street resurfacing, 50% to infrastructure/capital investment.
- Invest Franklin - \$0.10:
 - \$0.07 – Infrastructure and transportation investment. One penny dedicated transit, connectivity (sidewalks, multi-use trails), and other non-roadway transportation improvements.
 - \$0.03 – Dedicated to supporting City operations. The first such dedication of property tax rate capacity since 1987.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Invest Franklin

- Dedicated funding increases our capacity to invest in infrastructure and transportation over the 10-year planning horizon from approximately \$30 million to \$80 million.
- The ongoing Capital Investment Planning process identifies approximately \$240 million of capital (infrastructure, facilities) needs over the next 10 years.
- Invest Franklin provides important additional capacity, but the City will continue to work with Federal/State funding opportunities, other regional partners, and update development-related fees to fund key infrastructure investments.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Invest Franklin

An *example* of high-impact projects that could be implemented through Invest Franklin:

- McEwen Phase 4 – \$26.4 million
- Franklin Road - \$14.3 million
- Long Lane Connector - \$12.8 million
- Southeast Park - \$13.2 million



City of Franklin, Tennessee

FY 2017 Operating Budget

An example of property tax impact:

2011 Market Value:	\$353,500
Assessed Value (25% of market):	\$ 88,375
2015 City Property Tax at \$0.4065:	\$ 359.24 per year

2016 Market Value:	\$410,900
Assessed Value (25% of market):	\$102,725
City Property Tax at \$0.3176:	\$ 326.25 per year
(a reduction of \$33.60 per year)	
City Property Tax at \$0.4176:	\$ 428.98 per year
(an increase of \$69.74 per year or \$5.81 per month)	



City of Franklin, Tennessee

FY 2017 Operating Budget

Property Tax Rate Summary

Total Rate of \$.4176/\$100 of value:

- New Penny = \$453,824
- Old Tax Collection (@ \$.3176) = \$14,540,412
- New Tax Collection (@ \$.4176) = \$18,951,680
- Tax Increase = \$4,411,267

- How the \$18,951,680 will be spent:

	<u>Tax Rate</u>	<u>Revenue</u>
• Debt Service Fund	\$.1614	\$7,324,715
• General Fund Operations (inclusive of the IDB Debt Service)	\$.1562	\$7,088,727
(leaving a net of around \$5.75 million for ops)		
• Street Aid Set-Aside	\$.0150	\$ 680,736
• Capital Projects Set-Aside	\$.0150	\$ 680,736
• General Fund – Capital Funding Account/Reserve	\$.0700	\$3,176,766



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund : Property Tax Summary

Fiscal Year	Rate	Increase / (Decrease)	Fiscal Year	Rate	Increase / (Decrease)
1984	\$1.7500	---	2001	\$0.6900	\$0.0000
1985	\$1.7500	\$0.0000	2002	\$0.5500	(\$0.1400)
1986	\$1.7500	\$0.0000	2003	\$0.5500	\$0.0000
1987	\$2.1500	\$0.4000	2004	\$0.5500	\$0.0000
1988	\$2.1500	\$0.0000	2005	\$0.5500	\$0.0000
1989	\$2.1500	\$0.0000	2006	\$0.5500	\$0.0000
1990	\$1.1000	(\$1.0500)	2007	\$0.4340	(\$0.1160)
1991	\$1.1000	\$0.0000	2008	\$0.4340	\$0.0000
1992	\$0.9900	(\$0.1100)	2009	\$0.4340	\$0.0000
1993	\$0.9900	\$0.0000	2010	\$0.4340	\$0.0000
1994	\$0.9400	(\$0.0500)	2011	\$0.4340	\$0.0000
1995	\$0.9400	\$0.0000	2012	\$0.3765	(\$0.0575)
1996	\$0.8900	(\$0.0500)	2013	\$0.3765	\$0.0000
1997	\$0.6900	(\$0.2000)	2014	\$0.3765	\$0.0000
1998	\$0.6900	\$0.0000	2015	\$0.4065	\$0.0300
1999	\$0.6900	\$0.0000	2016	\$0.4065	\$0.0000
2000	\$0.6900	\$0.0000			

2017 would be \$0.4176, or an increase of \$0.0111



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Revenues: Property Tax Rate Comparison

Rank by Rate	City	2010 Census	City Rate
1	Franklin	62,487	\$ 0.41
2	Brentwood	37,060	\$ 0.44
3	Spring Hill	29,036	\$ 0.59
4	Lebanon	26,190	\$ 0.61
5	Hendersonville	51,372	\$ 0.65
6	Smyrna	39,974	\$ 0.88
7	Cookeville	30,435	\$ 0.90
8	Gallatin	30,278	\$ 0.99
9	La Vergne	32,588	\$ 1.00
10	Morristown	29,137	\$ 1.05
11	Clarksville	132,929	\$ 1.18
12	Murfreesboro	108,755	\$ 1.21
13	Columbia	34,681	\$ 1.44
14	Collierville	43,965	\$ 1.53

Rank by Rate	City	2010 Census	City Rate
15	Bartlett	54,613	\$ 1.62
16	Johnson City	63,152	\$ 1.62
17	Cleveland	41,285	\$ 1.77
18	Germantown	38,844	\$ 1.93
19	Jackson	65,211	\$ 1.96
20	Kingsport	48,205	\$ 2.07
21	Maryville	27,465	\$ 2.17
22	Bristol	26,702	\$ 2.25
23	Chattanooga	167,674	\$ 2.31
24	Oak Ridge	29,330	\$ 2.39
25	Knoxville	178,874	\$ 2.73
26	Memphis	646,889	\$ 3.40
---	Nashville (metro)*	626,681	\$ 0.59

*City rate only. City/County rate (Nashville/Davidson County is a unified government) is \$4.52.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Process: Base Budget vs. Program Enhancement

- Departments were asked to present two budgets:
 - The first, a base or ‘level-service’ budget demonstrated how much it will cost the City to provide the same level of service in FY 2017 that it does in the current fiscal year.
 - The second, identified program enhancements – any new or additional staff, major expenses or small capital equipment, or new programs. For each enhancement, departments filled out a one-page form which documented the basic information of program enhancements – both in a numeric and narrative format – in priority order. herein. All program enhancements requested are provided in the Appendices (p.347). All told, 143 enhancements totaling nearly \$12.35 million were submitted.



City of Franklin, Tennessee FY 2017 Operating Budget

Process: Integration of Strategic Plan

- Departmental Budgets also have full integration of *Franklin Forward* - the City's Strategic Plan and Performance Measures for the first time. These measures are organized in either Workload, Efficiency or Outcome Measures and are marked (where applicable) to the four themes of the strategic plan:



A Safe, Clean, and Livable City



Quality Life Experiences



Effective and Fiscally Sound
City Government Providing
High-quality Services



Sustainable Growth and
Economic Prosperity



City of Franklin, Tennessee **FY 2017 Operating Budget**

Program Enhancements



A Safe, Clean, and Livable City

- The addition of a Crime Analyst position within the Police Department.
- Installation of an additional outdoor tornado warning siren (\$30,000).
- Technical rescue equipment for the Fire Department (\$75,000).
- Enhanced body armor for police officers (\$39,000).
- Enhanced video security, including cameras in City parking garages and other City facilities (\$90,600).
- Purchase of 110 body cameras (funded by reserves) for police officers and support services/staffing (carryover from FY16, \$342,550).



City of Franklin, Tennessee **FY 2017 Operating Budget**

Program Enhancements



Effective and Fiscally Sound City Government Providing High-quality Services

- Additional and replacement vehicles in Sanitation, Parks, Police, Streets, Information Technologies, Stormwater, and Building and Neighborhood Services.
- Reclassification of the CIP Executive/City Engineer to an Assistant City Administrator for Public Works
- Creation of a utility location crew to meet “One Call” service requests.
- High mast interstate lighting (LED) retrofit (\$175,560).
- Franklin TV High Definition upgrades (\$125,672).
- Enhance Information System disaster recovery and data security initiatives.
- Special Census funding (\$100,000).
- Architectural service for City Hall building plan (carryover from FY16, \$250,000).



City of Franklin, Tennessee FY 2017 Operating Budget

Program Enhancements



Quality Life Experiences

- Study of shared facility use and improvements between the Franklin Special School District and the Franklin Parks Department.
- Parks programming staffing enhancements.
- Eastern Flank Battlefield Park/Fleming Center lighting (\$20,000).



City of Franklin, Tennessee **FY 2017 Operating Budget**

Program Enhancements



Sustainable Growth and Economic Prosperity

- Downtown parking study and traffic circulation study (\$250,000).
- Fourth Avenue parking garage vehicle counting/control system (\$70,000).
- Continued funding of the 91X regional bus service (\$13,600) and targeted expansion of Franklin Transit services (\$322,895).
- Along with the Metropolitan Planning Organization and the Regional Transit Authority, funding of the I-65 corridor study connecting Nashville and Franklin (\$12,500).



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund : Revenues: General Fund Revenue Comparison

	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	<u>Estimated 2016</u>	<u>Budget 2017</u>	<u>Difference '16 vs. '17</u>	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
Local Sales Tax	\$27,254,742	\$28,943,994	\$30,956,093	\$31,603,598	\$33,183,778	\$2,227,685	7.2%
State Shared Taxes	\$10,677,057	\$12,796,277	\$11,172,496	\$11,106,242	\$11,148,733	\$ (23,763)	-0.2%
Property Tax	\$6,266,420	\$5,546,050	\$5,263,794	\$5,221,061	\$5,873,793	\$609,999	11.6%
Alcohol Tax	\$3,373,143	\$3,630,037	\$3,716,559	\$3,733,990	\$3,888,565	\$172,006	4.6%
Franchise Fees	\$2,449,724	\$2,462,903	\$2,511,230	\$2,504,860	\$2,536,790	\$25,560	1.0%
Building Permits & Licenses	\$2,088,774	\$2,208,560	\$2,315,577	\$2,623,851	\$2,741,289	\$425,712	18.4%
Grants	\$520,921	\$289,382	\$3,371,336	\$2,071,336	\$1,828,300	\$ (1,543,036)	-45.8%
Court Fines & Fees	\$657,229	\$586,479	\$720,572	\$399,468	\$560,935	\$ (159,637)	-22.2%
In Lieu of Tax	\$325,018	\$326,887	\$306,131	\$318,687	\$271,369	\$ (34,762)	-11.4%
Interest Income	\$189,013	\$145,098	\$197,802	\$212,637	\$217,582	\$19,780	10.0%
Other	\$3,116,463	\$553,601	\$1,084,605	\$619,673	\$1,896,716	\$812,111	74.9%
Total - General Fund Revenues	\$56,918,504	\$57,489,269	\$61,616,194	\$60,415,403	\$64,147,849	\$2,531,655	4.1%



City of Franklin, Tennessee **FY 2017 Operating Budget**

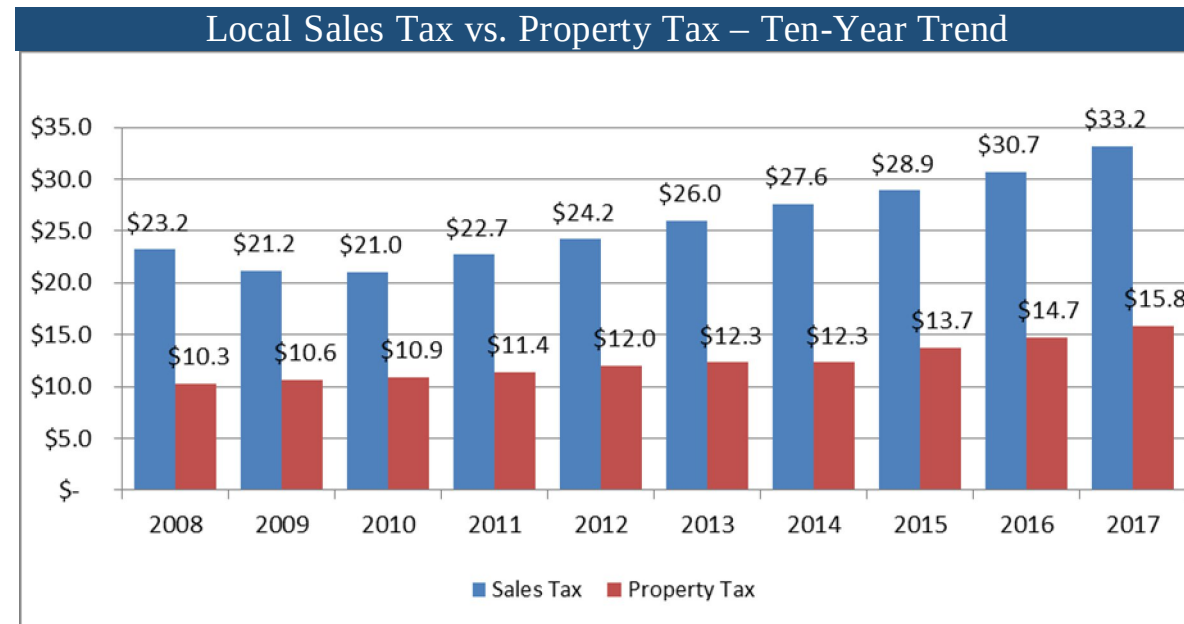
General Fund Revenues: Local Sales Tax (pg. 37)

- Budgeted to increase in 2016-17 (\$33.2 million).
- Growth of 7.2% (\$2.22 million) from 2015-16 budget, 5% increase compared to the 2015-16 estimate.
- Statewide estimate for growth is approximately 4.0% to 5.3%.
- 51.7% of total general fund revenue.



City of Franklin, Tennessee FY 2017 Operating Budget

General Fund Revenues: Property vs. Sales Tax



- Sales Tax continues to outpace Property Tax collections 2:1
- In FY 2017, even with an increase in the Property Tax, Sales Tax will comprise 51.7% of all General Fund Revenues, an increase from FY 2016.



City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Revenues: Intergovernmental Revenue (pg. 38)

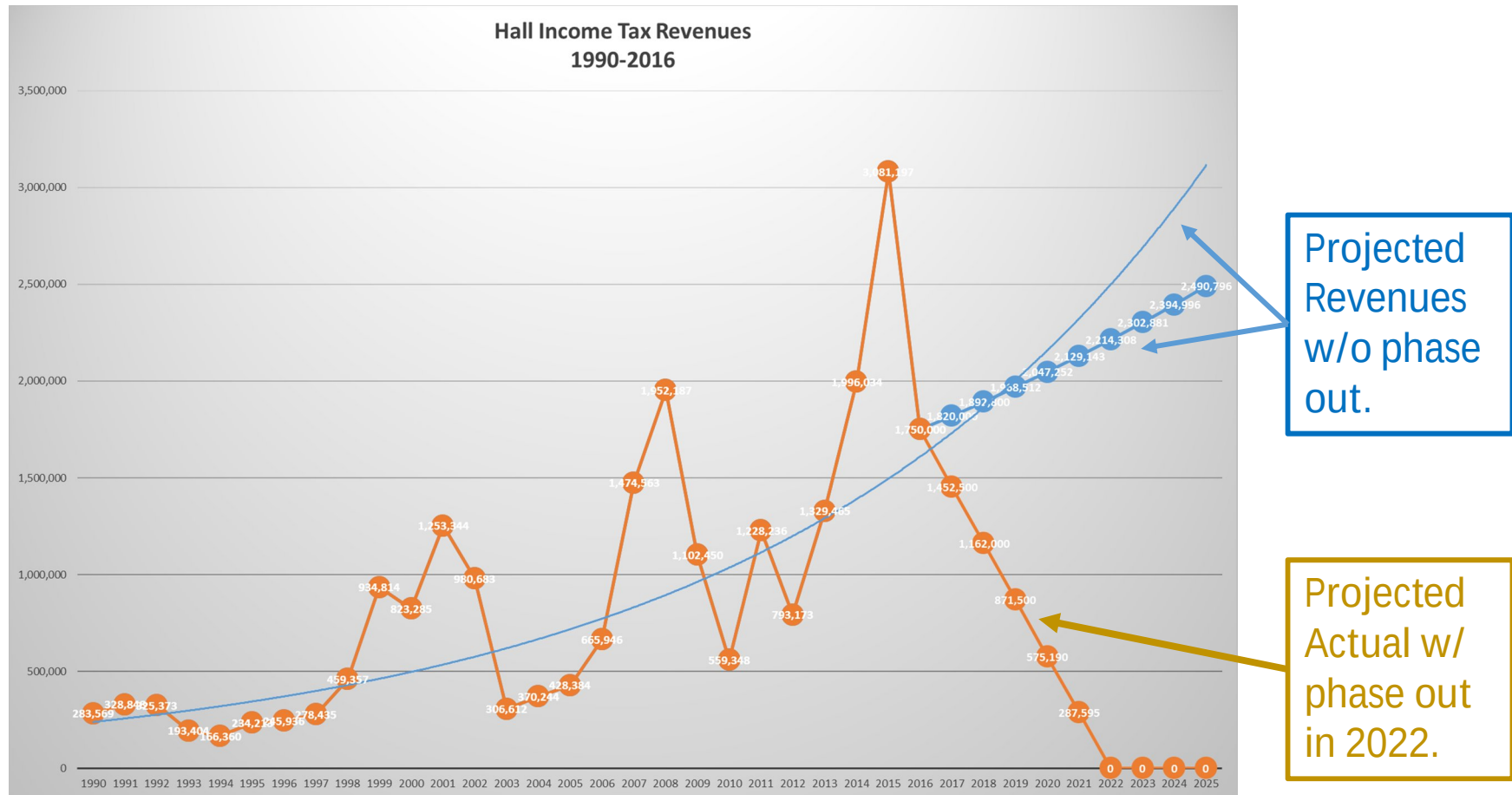
- Second largest general fund revenue source.
- Includes Business Tax within state shared taxes.
- Grant funding including TOC project revenue.
- Decrease (-0.2% or \$23,763) attributable to first year of reduction in the Hall Income Tax. (To be phased out completely by 2022).



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund Revenues: Hall Income Tax (p. 38)





City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Revenues: Other Taxes

- Local Beer Tax (p. 40)
- Business License & Gross Receipts Tax
- Wholesale Liquor Tax (p. 40)
- Alcohol Privilege Tax (p. 40)



City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund Revenues: Fees & Other Income

- Franchise Fees (*pg. 41*)
- Building Permit Fees (*pg. 42*)
- Court Fines & Costs (*pg. 43*)
- Interest Earnings (*pg. 46*)



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund: Fund Balance Summary

General Fund Performance - FY 2013-2017						
	Actual 2013	Actual 2014	Actual 2015	Budget 2016	Estimated 2016	Budget 2017
Beginning Fund Balance	26,011,331	28,890,118	32,714,451	35,469,449	35,469,449	37,932,209
+ Total General Fund Revenue	52,677,369	56,918,504	57,489,269	61,616,194	60,415,403	64,147,849
- Total General Fund Expenditures	49,798,582	53,094,171	54,734,271	61,616,194	57,952,643	64,147,849
Ending Fund Balance	28,890,118	32,714,451	35,469,449	35,469,449	37,932,209	37,932,209
*** Percent of Total Annual Revenues	54.8%	57.5%	61.7%	57.6%	62.8%	59.1%
*** Percent of Total Annual Expenditures	58.0%	61.6%	64.8%	57.6%	65.5%	59.1%

Note: Ending Fund Balance Amounts for Revised FY 2016 and Budget FY 2017 numbers subject to change via year-end close and final FY 2016 budget amendments.



City of Franklin, Tennessee

FY 2017 Operating Budget

General Fund: General Fund Expenditures by Department

	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	<u>Estimated 2016</u>	<u>Budget 2017</u>	<u>Difference '16 vs. '17</u>	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Expenses							
Governance & Management	\$ 3,714,650	\$ 4,092,514	\$ 4,610,629	\$ 4,356,517	\$ 4,649,889	\$ 39,260	0.9%
Public Safety	\$27,097,691	\$27,515,333	\$ 29,761,494	\$ 29,343,597	\$ 30,402,315	\$ 640,821	2.2%
Finance & Administration	\$ 5,585,864	\$ 5,237,569	\$ 5,369,554	\$ 5,331,451	\$ 5,462,056	\$ 92,502	1.7%
Community & Economic Developme	\$ 8,044,512	\$ 8,544,233	\$ 12,450,362	\$ 9,662,277	\$ 12,922,759	\$ 472,397	3.8%
Public Works	\$ 5,572,648	\$ 5,585,969	\$ 6,264,544	\$ 6,281,471	\$ 6,818,717	\$ 554,173	8.8%
Other Operating Expenses	\$ 3,078,805	\$ 3,758,653	\$ 3,159,610	\$ 2,977,329	\$ 3,892,114	\$ 732,504	23.2%
Total - General Fund Expenses	\$53,094,170	\$54,734,271	\$ 61,616,194	\$ 57,952,643	\$ 64,147,849	\$ 2,531,655	4.1%
General Fund Expenditures (by major category)							
Personnel	\$36,957,341	\$38,017,541	\$ 42,451,594	\$ 41,411,801	\$ 45,110,622	\$ 2,659,028	6.3%
Operations	\$14,688,938	\$16,288,930	\$ 16,772,400	\$ 16,014,926	\$ 16,462,227	\$ (310,173)	-1.8%
Capital	\$ 1,447,891	\$ 427,800	\$ 2,392,200	\$ 525,916	\$ 2,575,000	\$ 182,800	7.6%
Total - General Fund Expenses	\$53,094,170	\$54,734,271	\$ 61,616,194	\$ 57,952,643	\$ 64,147,849	\$ 2,531,655	4.1%



City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund: Change in Personnel Expense

- Annual pay adjustments for City team members will involve two tiers this year:
 - All employees will receive a \$500 base pay increase to offset medical insurance cost escalations in recent years, and
 - a 4% general pay increase will be provided to employees.

There will be a cap placed on total base pay increase of \$3,000 between these two elements. The pay adjustment will be effective July 1, 2016.

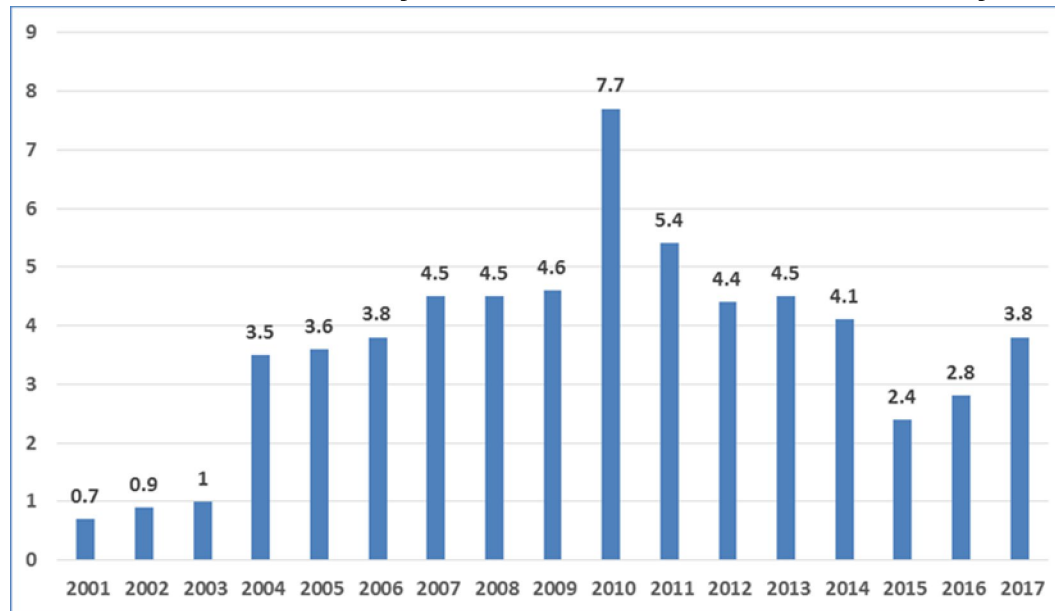
In addition, the recommended budget includes \$125,000 for funding of the merit supplements for a fifth consecutive year.
- Net of 11 positions reduced.
- Cost sharing structure of health insurance with employees continues with 85% single/80% family premium City cost sharing. 8-9% increase in overall cost.
- 3.5% turnover factor (pay + benefits) used.
- Pension across all funds budgeted at \$3.8 million, an increase of \$1 million.



City of Franklin, Tennessee **FY 2017 Operating Budget**

General Fund: Pension Plan Contributions

Seventeen Year-History – Pension Contributions by Fiscal Year



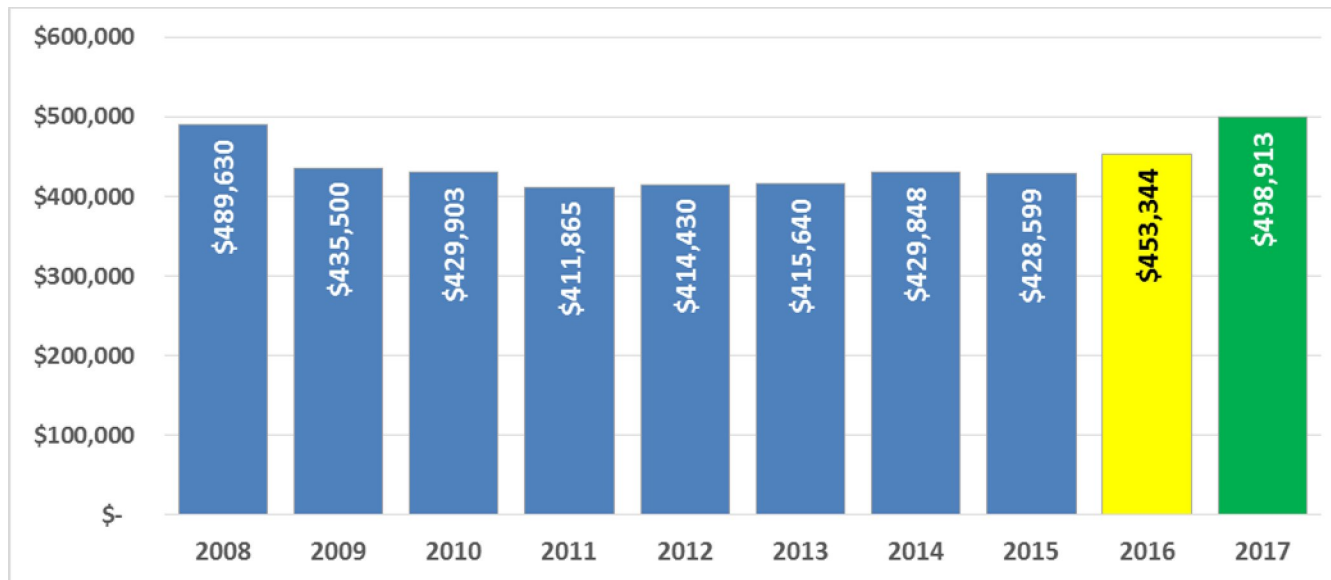
- Increase of roughly \$1,000,000 across all funds or 33.5%.
- Increase attributable to a variety of factors; higher costs, lower returns and more retirees.
- Pension is approximately 12% of total payroll.



City of Franklin, Tennessee FY 2017 Operating Budget

General Fund: Appropriations to Outside Entities

Ten Year- History – Appropriations to Outside Agencies



- Increase of \$45,569, or 10.1%
- Includes new one-time appropriations for I-65 Corridor Study (\$12,500) and Masonic Hall Historic Study (\$15,000)



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Summary

- Drug Fund (*p. 111-112*)
- Sanitation & Environmental Services Fund (*p. 145-156*)
- Transit Fund (*p. 157-160*)
- Water & Sewer Fund (*p. 161-180*)
- Community Development Block Grant (CDBG) Fund (*p. 225-228*)
- Stormwater Fund (*p. 249-268*)
- Street Aid & Transportation Fund – Gas Tax (*p. 259-262*)
- Road Impact Fund (*p. 263-266*)
- Facilities Tax Fund (*p. 283-286*)
- Hotel/Motel Tax Fund (*p. 287-292*)
- Debt Service Fund (*p. 293-296*)
- In Lieu of Parkland Fund (*p. 297-300*)



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Change in Budget Amounts

All Funds	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
Personnel	\$ 45,698,038	\$ 46,778,025	\$ 52,028,091	\$ 50,262,141	\$ 55,601,838	\$ 3,573,747	6.87%
Operations	\$ 51,458,023	\$ 57,165,407	\$ 59,395,714	\$ 58,743,832	\$ 63,670,072	\$ 4,274,358	7.20%
Capital	\$ 6,859,460	\$ 8,154,452	\$ 16,146,129	\$ 10,725,718	\$ 15,728,014	\$ (418,115)	-2.59%
Total - All Funds Expenses	\$ 104,015,521	\$ 112,097,884	\$ 127,569,934	\$ 119,731,692	\$ 134,999,925	\$ 7,429,990	5.82%
Surplus / (Deficit) All Funds	\$ 13,055,851	\$ 16,247,515	\$ 646,982	\$ 13,962,823	\$ 231,487		
General Fund	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Budget 2016</u>	Estimated 2016	<u>Budget 2017</u>	Difference '16 vs. '17	
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F (E-C)</u>	<u>G (E/C)</u>
Revenues							
General Fund Expenditures (by major category)							
Personnel	\$36,957,341	\$38,017,541	\$ 42,451,594	\$ 41,411,801	\$ 45,110,622	\$ 2,659,028	6.3%
Operations	\$14,688,938	\$16,288,930	\$ 16,772,400	\$ 16,014,926	\$ 16,462,227	\$ (310,173)	-1.8%
Capital	\$ 1,447,891	\$ 427,800	\$ 2,392,200	\$ 525,916	\$ 2,575,000	\$ 182,800	7.6%
Total - General Fund Expenses	\$53,094,170	\$54,734,271	\$ 61,616,194	\$ 57,952,643	\$ 64,147,849	\$ 2,531,655	4.1%
Surplus / (Deficit)	\$ 3,824,334	\$ 2,754,998	\$ -	\$ 2,462,761	\$ -		



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Street Aid & Transportation Fund (pg. 259-262)

- Roadway resurfacing program of slightly above \$2.6 million – and increase of 9.6%. \$175,000 is included for sidewalk repair.
- The Capital Funding Initiative (begun in FY 2015) will add roughly \$689,000 from the Property Tax in FY 2017.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Sanitation & Environmental Services (pg. 145-156)

- Three Divisions: Administration, Collection, and Disposal.
- Direct revenues estimated at \$9.3 million.
- Expenditures also estimated at (\$9.3 million).
- No transfer planned from General Fund. 2008 subsidy was \$4.47 million. A transfer (\$400,000-500,000) will be needed in FY16 to meet reserve requirements.
- No increase in residential rate of \$16.50/month; limited increase in commercial rates proposed.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Water & Sewer Fund (p. 161-180)

- Includes rate-payer supported operation of Water, Wastewater, and Reclaimed Water utilities
- Second year of the biennial budget includes: Water (\$10.3 million), Water Reclamation/Wastewater (\$13.5 million), and Reclaimed Water (\$254,000).
- Based on updated independent cost-of-service study, adoption of rate increases for 2017 and 2018 are proposed:
 - 3.5% per year for Water.
 - 5.5% per year for Wastewater.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Road Impact Fund (pg. 263-266)

- \$6.38 million proposed budget for FY16 (an increase of 98.33%). \$7 million is estimated for FY16.
- Provides for Debt Service obligation (\$2.7 million) and budgeted Road Impact Offset agreement payments.

Other Funds: Facilities Tax Fund (pg. 283-286)

- \$4.27 million proposed budget for FY 17.
- Continued work on Fire Stations 7 & 8 projects.
- Purchase of Fire, Parks & Sanitation equipment.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Other Funds: Stormwater Fund (pg. 249-258)

- \$5.1 million proposed budget for FY17 (an increase of \$66,355 or 1.3%).
- One new position adding capacity to manage increased workload.
- Equipment purchase (Skid Steer & Street Sweeper) and capital projects.



City of Franklin, Tennessee

FY 2017 Operating Budget

Other Funds: Hotel/Motel Tax Fund (pg. 287-292)

- \$2.53 million proposed budget for FY17 (a decrease of 9%).
- Significant “unprogrammed” capacity that could be applied to priority projects identified in the Parks Master Plan/Capital Investment Plan.
- Funds debt service for acquisition of Harlinsdale and Eastern Flank and streetscape elements.
- Continued funding for Carter Hill acquisition/development and ongoing park improvement projects.

Other Funds: Debt Service Fund (pg. 293-296)

- \$13.2 million proposed budget for FY 17 (an increase of 2.3%).
- \$7.5 million of property tax for general obligation debt service plus contributions from various other funds.



City of Franklin, Tennessee **FY 2017 Operating Budget**

Summary

- The budget includes the *Invest Franklin* initiative that will add funding capacity for key infrastructure investment and support operations for our growing community.
- Meeting budget goals and objectives with an enhanced emphasis on performance measures and the strategic plan.
- The budget features targeted program enhancements related to public safety and growth-related services.
- Revenues estimates show signs of growth.
- Reserves at year-end well above policy level.

Property Tax Ordinance

ORDINANCE NO. 2016-013

*****as amended*****

TO BE ENTITLED: "AN ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE ESTABLISHING THE MUNICIPAL PROPERTY TAX LEVY FOR THE FISCAL YEAR 2016-2017; PROVIDING AN EFFECTIVE DATE"

WHEREAS, the City Charter, Article II and Article IX, provides for the assessment, levy and collection of City taxes,

NOW, THEREFORE,

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the owners of all property, real, personal and mixed, within the corporate limits of the City of Franklin (except such property as shall be exempt by the laws of the State of Tennessee) shall for the fiscal year 2016-2017 pay a tax of 41.76 Cents (\$.4176) to and for the use of the City of Franklin on each One Hundred Dollars (\$100.00) of assessed valuation of such property, and pay a proportional amount of tax for each amount of assessed valuation under One Hundred Dollars (\$100.00) all of said taxes to be collected by the proper officers of the City of Franklin for use in funding in whole or in part the budget as adopted by this ordinance.

SECTION II: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the tax rate stated in Section 1 shall be divided excluding proceeds from the tax increment financing district as follows:

General Fund	15.62 cents (\$.1562) or percentage approximate to 37% based on the certified tax rate.
Debt Service Fund	16.14 cents (\$.1614) or percentage approximate to 39% based on the certified tax rate.
Street Aid Fund	1.50 cents (\$.0150) for street maintenance.
Capital Projects Fund	1.50 cents (\$.0150) for capital projects approved by the Board.
General Fund – Capital Funding Account	7.00 cents (\$.0700) for capital projects approved by the Board.

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 from and after its passage on Third and Final Reading, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
City Administrator

BY: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING
PUBLIC HEARING:

PASSED SECOND READING
PASSED THIRD READING:

Property Tax Ordinance

ORDINANCE NO. 2016-013

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SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the owners of all property, real, personal and mixed, within the corporate limits of the City of Franklin (except such property as shall be exempt by the laws of the State of Tennessee) shall for the fiscal year 2016-2017 pay a tax of 42.00 Cents (\$.4200) to and for the use of the City of Franklin on each One Hundred Dollars (\$100.00) of assessed valuation of such property, and pay a proportional amount of tax for each amount of assessed valuation under One Hundred Dollars (\$100.00) all of said taxes to be collected by the proper officers of the City of Franklin for use in funding in whole or in part the budget as adopted by this ordinance.

SECTION II: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the tax rate stated in Section 1 shall be divided excluding proceeds from the tax increment financing district as follows:

General Fund	16.09 cents (\$.1609) or percentage approximate to 38% based on the certified tax rate.
Debt Service Fund	16.32 cents (\$.1632) or percentage approximate to 39% based on the certified tax rate.
Street Aid Fund	1.50 cents (\$.0150) for street maintenance.
Capital Projects Fund	1.50 cents (\$.0150) for capital projects approved by the Board.
General Fund – Capital Funding Account	6.59 cents (\$.0659) for capital projects approved by the Board.

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BY: _____

ERIC S. STUCKEY
City Administrator

BY: _____

DR. KEN MOORE
Mayor

PASSED FIRST READING

PUBLIC HEARING:

PASSED SECOND READING

PASSED THIRD READING:

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City Administrator

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Mayor

PASSED FIRST READING
PUBLIC HEARING:

PASSED SECOND READING
PASSED THIRD READING:
