



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, April 14, 2015

4:30 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0356](#) Consideration of Event Permit for Viva la Diva 5K/10K sponsored by Fifty Forward in Cool Springs on November 14, 2015 (04/28/15 WS)

Sponsors: Deb Faulkner
Attachments: [Viva la Diva 2015 REVISED App.pdf](#)
2. [15-0328](#) Consideration of Event Permit for Harpeth River Bike Ride sponsored by the Harpeth Bicycle Club on June 20, 2015 in Cool Springs.

Sponsors: Deb Faulkner
Attachments: [Harpeth River Ride REVISED App 2015.pdf](#)
3. [15-0327](#) Consideration of Event Permit for Tour de Cure Bike Ride sponsored by the American Diabetes Association on May 30, 2015 in Cool Springs

Sponsors: Deb Faulkner
Attachments: [Tour de Cure 2015 REVISED APP.pdf](#)
4. [15-0358](#) Consideration of Event Permit for Bella Vintage sponsored by AGAPE at the Park at Harlinsdale Farm on August 28 - 30, 2015

Sponsors: Lisa Clayton
Attachments: [Bella Vintage App 2015.pdf](#)
5. [15-0211](#) Follow Up Discussion Regarding Resolution 2015-28, A Resolution Concerning Appropriation Of Funds To Franklin First United Methodist Church (COF Project 2665) (Resolution 2015-28 Approved at 04/28/15 BOMA - Option C)

Sponsors: Eric Stuckey
Attachments: [Franklin First United Methodist Church - Letter](#)
[MAP Franklin first United Methodist Church.pdf](#)
[Res 2015-28 Resolution for Franklin First United Methodist Churchs DP Comme](#)

Legislative History
3/10/15 Work Session referred to the Work Session

3/24/15 Work Session referred to the Work Session

6. [15-0254](#) Presentation of Parks Master Plan Community Survey Results by Barge, Waggoner, Sumner & Cannon and ETC/Leisure Vision

Sponsors: Lisa Clayton

Attachments: [Citizen Survey Results With Attachments 2 27 15.pdf](#)

7. [15-0286](#) Discussion Concerning an Alignment Study and Intersection Improvements to Carlisle Lane and Del Rio Pike (Deferred from 03/24/15 WS)

Sponsors: Paul Holzen

Attachments: [BOMA Exhibit.pdf](#)
[07 Carlisle Lane-Nancy Proposal.jpg](#)
[07 letter to Ann Petersen, At Large Alderman.docx](#)
[Carlisle Lane Alignment Study - Public Meeting Minutes.pdf](#)

Legislative History

3/24/15 Work Session referred to the Work Session

8. [15-0317](#) Consideration of Ordinance 2015-04 AS AMENDED, "An Ordinance to Rezone 2.2 Acres from Estate Residential (ER) District to Detached Residential 2 (R-2) District for the Property Located at 1048 Carlisle Lane."; (03/26/15 FMPC 8-0; 04/14/15 BOMA 1st Reading 8-0; 06/09/15 BOMA 2nd Reading and Public Hearing 7-0 AMENDED to R-2 Zoning); Third and Final Reading

Sponsors: Ald. Ann Petersen

Attachments: [Ord 2015-04 ORDINANCE 1048 Carlisle Lane REV 061215](#)
[Ord 2015-04 ORDINANCE 1048 Carlisle Lane.docx](#)
[5778 Map_Carlisle Lane, Rezoning, Section 1, Revision 2.pdf](#)
[5778 Site Layout Carlisle Lane Rezoning.pdf](#)
[5778 Affidavit of Public Notice Carlisle Lane Rezoning.pdf](#)
[DSmith Email.pdf](#)
[5778 FullSet_CarlisleLane Subdivision. Rezoning Request.pdf](#)

Legislative History

3/26/15 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

9. [15-0352](#) Consideration of Ordinance 2015-06 An Ordinance to Create Title 13, Chapter 2 of the Franklin Municipal Code Establishing Regulations for Short Term Vacation Rentals. (Continued from 4/14/15 WS & BOMA, 4/28/15 1st Reading - BOMA 8-0; 2nd Reading Deferred 05-26-15)
SECOND AND FINAL READING
- Sponsors:** Chris Bridgewater
- Attachments:** [ORD 2015-06 Establish Regulations for Short Term Vacation Rentals v2 REVIS](#)
[2015-06 STVR.docx](#)
[14-545 STVR State Fire Marshals letter.pdf](#)
[14-545 STVR FMPC info 10-23-14.docx](#)
[Metro Ordinance - STVR Vacation Rentals 04-2015.docx](#)
10. [15-0323](#) Consideration of Amendment No. 3 to COF Contract No. 2012-0183; Professional Services Agreement with Smith Seckman Reid, Inc. (SSR) for the Design of the Water Treatment Plant Modifications Project in an Amount Not to Exceed \$106,425.00.
- Sponsors:** David Parker
- Attachments:** [Amend No 3 COF 2012-0183 Signed by SSR.pdf](#)
[Amendment No 3 COF 2012-0183 SSR Proposal WTP Design Add Services 2-;](#)
[Amendment 3 COF 2012-0183 Exhibit A Hourly Rates 3-6-15.pdf](#)
11. [15-0330](#) Consideration of Amendment No. 1 to the Professional Services Agreement with Neel-Schaffer, Inc. (COF Contract No. 2013-0180) for Additional Engineering Design Services on the 100 Block Battle Avenue Drainage Improvements Project in an Amount Not to Exceed \$68,200.00
- Sponsors:** Paul Holzen
- Attachments:** [11 COF 2013-0180.pdf](#)
12. [15-0331](#) Consideration of Amendment No. 1 to TDOT Contract No. 120296 (PIN 118151.00) (COF Contract No. 2013-0022), Hunters Bend Elementary Safe Routes to School Project, for a Revised Completion Date of May 12, 2016
- Sponsors:** Paul Holzen
- Attachments:** [C2013-0022_Amendment1_HuntersBendSRTS.pdf](#)

13. [15-0332](#) PUBLIC HEARING: Consideration of Ordinance 2014-50 "An Ordinance To Amend Title 23 of the City of Franklin Municipal Code To Change Ordinance Trigger Thresholds, Remove Buffers on Channels That Serve 25 Acres of Tributary Area, Revise Definitions, Clarify Requirements and to Correct Grammatical and Typographical Errors"; (04/28/15 BOMA 8-0) SECOND AND FINAL READING

Sponsors: Paul Holzen

Attachments: [2014-50 Amend Title 23 Stormwater Managaement Final As Amended.docx](#)
[Stormwater item pdf formCOF Ord to BOMA WORKSESSION 4-14-15 \(2\).pdf](#)

14. [15-0283](#) Consideration Of Contract Award To Public Risk Insurors Of Brentwood, Tennessee, In The Total Quoted Annual Premium Amount Of \$1,466,076 For The Fiscal Year Beginning July 1, 2015 For Liability, Property And Workers Compensation Insurance Products And Services, For The Risk Management Division Of The Human Resources Department (Purchasing Office Procurement Solicitation No. 2015-019; To Be Budgeted In Future Fiscal Year Budgets; Contract No. 2015-0091) Deferred From 4/28/15 BOMA.

Sponsors: Shirley Harmon and Sara Sylvis

Attachments: [2015-019 Tabulation of Proposals 2015.04.02.1718](#)
[2015-0091 Procurement Agreement, signed for vendor, with attachments 2015.1](#)

Other Business

Adjournment

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

OFFICE USE ONLY:

Permit No:



HISTORIC
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: See Attachment "A"

2) Name/purpose of event: Viva la Diva Run

3) Date or dates of event: Saturday, November 14, 2015

4) Time of Event: 8:00am – 10:30am

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: 11/14 5:30am – 7:00a **Tear-down Date/Time:** 11/14 11:00am – 1:00pm

*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:

Anna Claire Hoffman on behalf of FiftyForward

a) Address: 174 Rains Ave. Nashville, TN 37203

b) Phone: 615-743-3402

c) Cell: 615-305-6624

d) Fax: 615-743-3480

e) E-mail address: achoffman@fiftyforward.org

7) Person in charge on day of event: Anna Claire Hoffman

Cell: 615-305-6624

E-mail address: achoffman@fiftyforward.org



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Janet Jernigan Cell: 615-218-9897 E-mail address: jjernigan@fiftyforward.org

Name: Pam Brown Cell: 615-878-0392 E-mail address: pbrown@fiftyforward.org

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

Please see attachment "B"

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. Please see attachment "C"***

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

Estimated participants: 1,200 Volunteers: 150 Spectators: 200

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. **Please see attachment "D"**

13) Is your organization based in Williamson County? Circle Yes or ☒ No

(if no, please state where: Nashville – with services in Williamson County – Attachment "E")

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. Yes – see attachment "B"

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle ☒ Yes or No.

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? FiftyForward 100%

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



HISTORIC
FRANKLIN
TENNESSEE

- 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.)?
Announcements, Awards presentation, Entertainment – all sound will be on Nissan property.
-
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
DJ, Band, Event Emcee
-
- 23) During what time period is sound amplification requested? 6:30 am – 11:30am
-
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). tbd
-
- 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.
Please see attachment "C" for location of tents and stage.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets. To be determined.
- 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. Volunteers will be responsible for clean-up under the supervision of Volunteer Coordinator, Robin Johnson 615-210-4557 (mobile)
-
- 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:

- 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. See attached.*

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:

Rodney Escobar
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.



HISTORIC
FRANKLIN
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: Ant Jorgensen Date: 3/2/15
Executive Director, FiftyForward (Signature and title – must be
 officer of organization) *****

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

Attachment A- Location/Course Maps

5K Route



Viva la Diva Run – City of Franklin Race Application

Attachment A:

1.) Location Requested

Viva la Diva 10k Route Directions – turn by turn:

- Start on Nissan Campus (existing start line) to Carothers
- Cross Carothers at light & left (north) on Carothers to Healthways entrance
- Healthways road to Cool Springs Blvd.
- Rt. (east) on Cool Springs Blvd. to Carronbridgeway
- Rt. On Carronbridgeway to Waterbury Circle
- Rt. On Waterbury Circle to Autumn Lake Trail
- Rt. On Autumn Lake Trail to Waterbury Circle
- Rt. On Waterbury Circle to Canton Stone Drive
- Lf. On Brickston St to Carronbridgeway
- Rt. On Carronbridgeway to Cool Springs Blvd.
- Rt. On Cool Springs Blvd to E. McEwen Drive
- Rt. (west) on E. McEwen to Old Liberty Pike (closed service road)
- Follow Old Liberty Pike to end at Crescent Centre Dr. (South)
- Rt. To Carothers
- Rt. (south) to Nissan entrance to finish line (existing)

Benefits of this route:

- This route uses the more heavily traveled residential roads (Cool Springs Blvd. & McEwen Dr.) at the beginning of the race allowing roads to open quickly.
- The majority of the of the race is on private or closed roads and will not impact traffic.
- The Race Route moves with traffic on public roads so police and pace car may move with participants for safety.
- The use of HealthWays road allows participants to avoid the Carothers/Cool Springs intersection for safety and less impact on traffic flow.



Attachment B- Event Description

Viva la Diva Run – City of Franklin Event Application

Attachment B:

9.) Detailed description of the event:

Saturday, November 14, 2015 will be the 5th annual Viva la Diva Run for Diva's and Dude's in the Cool Springs area of Franklin, Tennessee. This race is presented by FiftyForward as an event to promote and benefit health, wellness and safety programs for women and girls of all ages. It is one of five (5) events (Girls on the Run, Girls Tri it On, Team Belladium Cycling Event, Susan G. Komen Race for the Cure and Viva la Diva) marketed in the Making a Move series to promote health and wellness in Middle Tennessee.

It is the intention of FiftyForward that Viva la Diva benefits the residents and businesses of Franklin and Williamson County. It is an integral part of Nissan's employee health and wellness program with a large number of employees participating as volunteers and/or race participants.

In 2014, more than 1,200 participants registered to run/walk the certified 5K or 10K courses. Participants, spectators, volunteers and sponsors enjoyed entertainment and appearances by local officials on the Nissan campus. Nashville Striders will again be providing race management services and Williamson Medical Center will provide medical services.

Proposed changes for the 2015 Viva la Diva Run:

- **Eliminate one loop on the 10K course that caused congestion in 2014.**

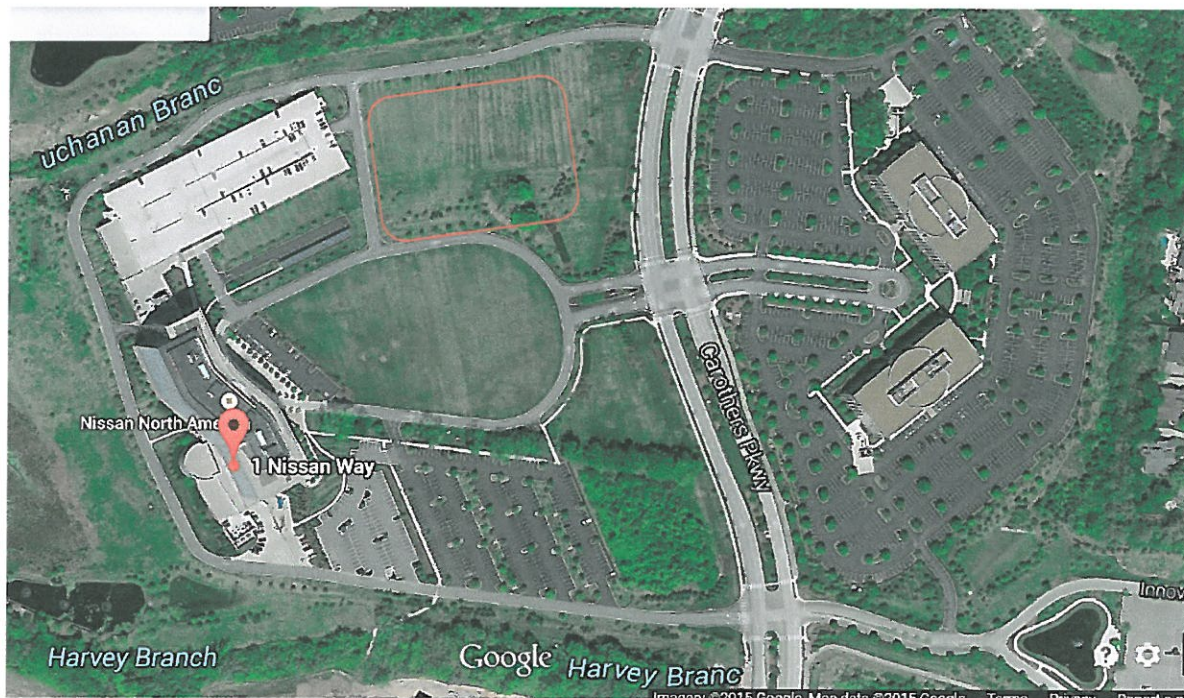
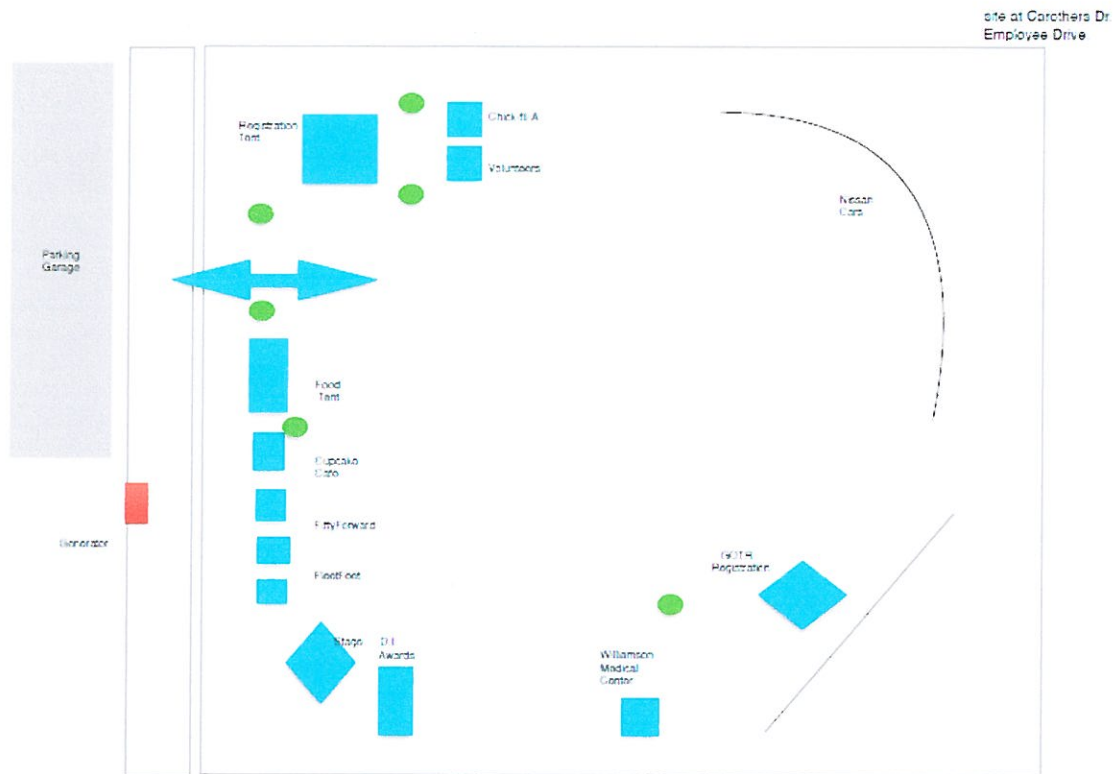
16) Participation Fees:

Event	Fee by 10/27	10/28 – 11/15	Race Day
5k	\$30.00	\$35.00	\$40.00
10k	\$35.00	\$40.00	\$45.00

Attachment C- Event Site Map

Attachment C:

Below is an enlarged diagram of the event site which is contained in the red square on the aerial shot of the event site.



Attachment D- Committee Roster

Viva la Diva 2015 Steering Committee Roster

Anna Claire Hoffman, Co-Race Director

174 Rains Ave.
Nashville, TN 37203
achoffman@fiftyforward.org
615-743-3402

Beth McCaskill, Co-Race Director

150 Third Avenue South, Suite 2800
Nashville, TN 37201
615-259-6502 phone • 615-742-6293 fax
BMcCaskill@bassberry.com

Janet Jernigan, Executive Director

174 Rains Ave.
Nashville, TN 37203
jjernigan@fiftyforward.org
615-743-3404

Robin Johnson, Volunteer Coordinator

174 Rains Ave.
Nashville, TN 37203
rjohnson@fiftyforward.org
615-743-3424

Linda Smith, Registration Coordinator

174 Rains Ave.
Nashville, TN 37203
lsmith@fiftyforward.org
615-743-3412

Betsey Hoskins, Nissan

One Nissan Way
Franklin, TN 37067
Betsey.hoskins@nissan-usa.com
615-725-5022

Pam Brown, Sponsorships

Development Director
615-743-3434
pbrown@fiftyforward.org

Misa Acox, Website/Marketing

615-743-3430
macox@fiftyforward.org

Susan Sizemore, Marketing/PR

615-743-3411
ssizemore@fiftyforward.org

Laura Tidwell, Committee Volunteer

lstidwell@nespower.com

Caroline Butler, Committee Volunteer

csbutler@comcast.net

FiftyForward Events Coordinator

Elizabeth Ralph or Alice Whitson

Vicki Smith, Primary Nissan Contact

Senior Manager, Nissan
Vicki.smith@nissan-usa.com

Peter Pressman, Race Chip Timing

President, Nashville Striders
4035 Trail Ridge Dr.
Franklin, TN 37067
Pasta4run@aol.com
615-293-8862

Gail Sonia, Race Consultant

4038 Clovercroft Rd.
Franklin, TN 37067
gailsonia@gmail.com
615-397-0978

Attachment E- Organization Location

Attachment E:

13.) Is your organization based in Williamson County?

FiftyForward formerly Senior Citizens, Inc. is a private, nonprofit organization with the mission of enriching the lives of adults 50+ by providing opportunities for health, well being and lifelong learning. Our corporate offices are based in Nashville, Davidson County. We own and operate two lifelong learning centers, FiftyForward Martin Center and FiftyForward College Grove, in Williamson County.

Services provided to Franklin residents include:

- In-home care management services for frail, low income, homebound older adults through our Living at Home Program. Approximately, 40 individuals benefit from these services annually.
- Social, recreational, educational, health/wellness and volunteer activities, classes and events are implemented for active older adults at the FiftyForward Martin Center and FiftyForward College Grove centers. In 2014, the two centers served more than 2,200 Williamson County and Franklin city residents. Additionally, several hundred other Williamson County residents of all ages participate in our community events. Some signature events include Martin Music and Memories at the Franklin Theatre, Martin Masters Art Show at the FiftyForward Martin Center and the Viva la Diva Race at Nissan America's Headquarters.
- FiftyForward's Retired Senior Volunteer Program (RSVP) members regularly provide volunteer service within Williamson County. FLIP (Friends Learning in Pairs) serves four of the eight elementary schools in FSSD and additionally serves seven schools within the Williamson County school system. In 2014, 268 Williamson County students received aid from the program. This intergenerational tutoring program serves students (K – 4th grade) who are struggling with basic reading and arithmetic skills through weekly one-on-one guidance and mentoring during the school day. RSVP volunteers also serve with Graceworks Ministries and the Harpeth River Watershed Association, both Williamson County agencies.

Viva la Diva Run – City of Franklin Race Application

Good Neighbor Letter Contact List 2015

- Businesses along Carothers (Quail Hollow to Cool Springs Boulevard)
- Business along Carothers (Liberty Pike to Quail Hollow)
- Businesses along Cool Springs Blvd. (Carothers to McEwen)
- Neighborhoods on Cool Springs Boulevard:
 - Carronbridge Subdivision
 - The Enclave of Carronbridge
 - Ashton Park
 - Avalon
- Neighborhoods on McEwen Dr.
 - The Venue of Cool Springs

Neighborhood Associations of the above have been very helpful in getting the word out about Viva la Diva by sending out email notification to residents along with our Good Neighbor letter.

Lane closure signs are posted along the route approximately 7 days prior to race day.



November 6, 2015

Dear Resident;

The 5th Annual Viva la Diva Run will take place on Saturday, November 14, 2015 from approximately 8:00am – 10:30am. Viva la Diva is an event to benefit FiftyForward programs that support the health, wellness and safety of women, men, girls and boys of all ages.

A 5k race will start at 8:00am and a 10k race at 9:00am at the Nissan Headquarters on Carothers Parkway. Participants may run or walk one or both races. Portions of Cool Springs Boulevard, McEwen Drive, and Carothers Parkway will experience temporary lane closures under the direction of course monitors and the Franklin Police Department. If your road is impacted, it should be only for a short period of time, and we have taken every precaution to keep any traffic issues to a minimum. All roads will be open by 10:30am.

Impact to Cool Springs Blvd. (between Carothers & McEwen Dr.)
Runners will be using one lane from approximately 9:05 – 9:25am

Impact to McEwen Dr. (between Cool Springs Blvd. & Carothers)
Runners will be using one lane from approximately 9:10 – 9:40am)

We apologize for any inconvenience, and we sincerely appreciate your cooperation and support of this event. We hope you will join us by participating in Viva la Diva as a runner, walker or volunteer.

If you have any questions or concerns, please visit the Viva la Diva website at: www.vivaladivaronline.org for event information and a detailed map of the race routes with anticipated road closure times.

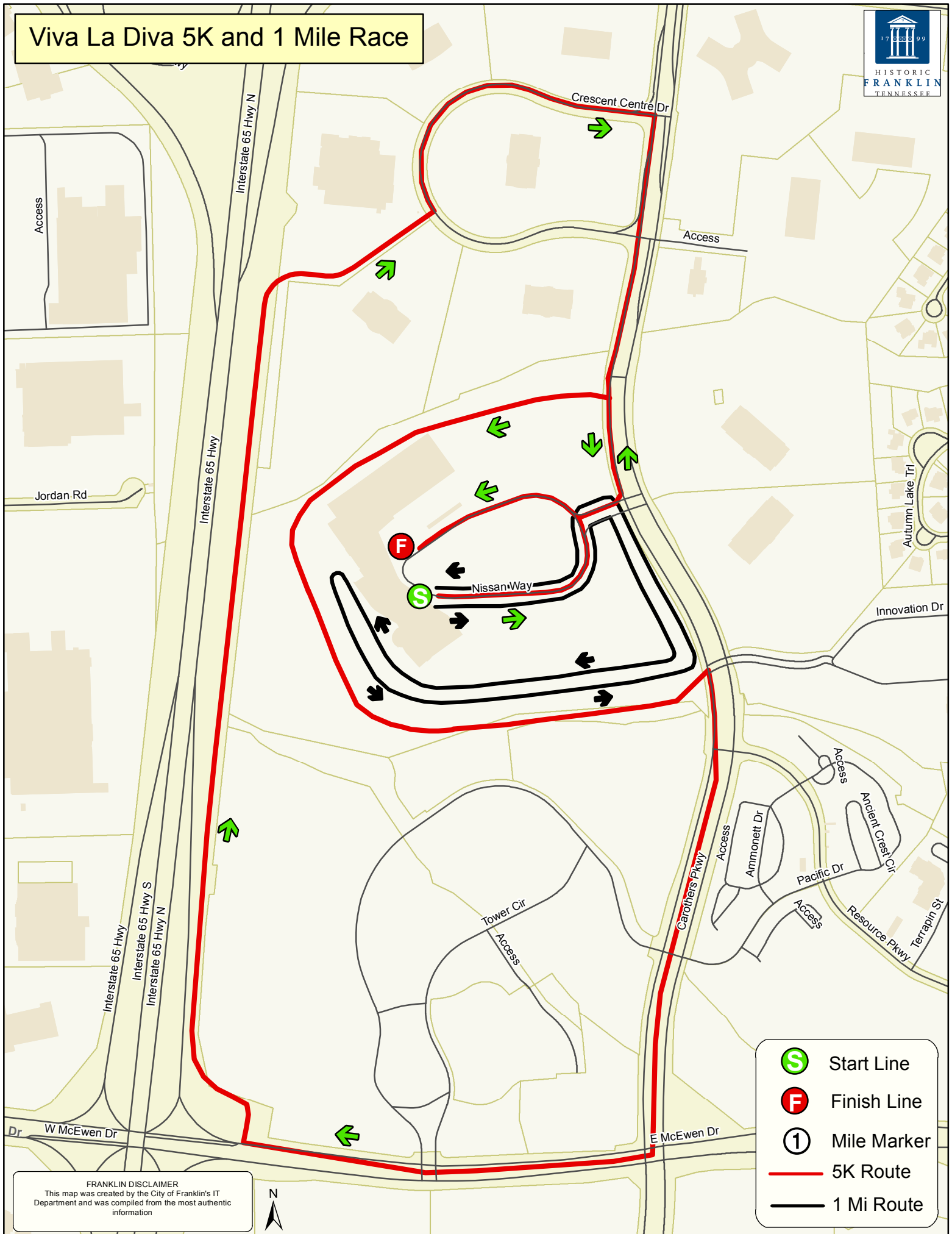
Sincerely,

Anna Claire Hoffman, Race Manager
174 Rains Avenue
Nashville, TN 37203
615-743-3402

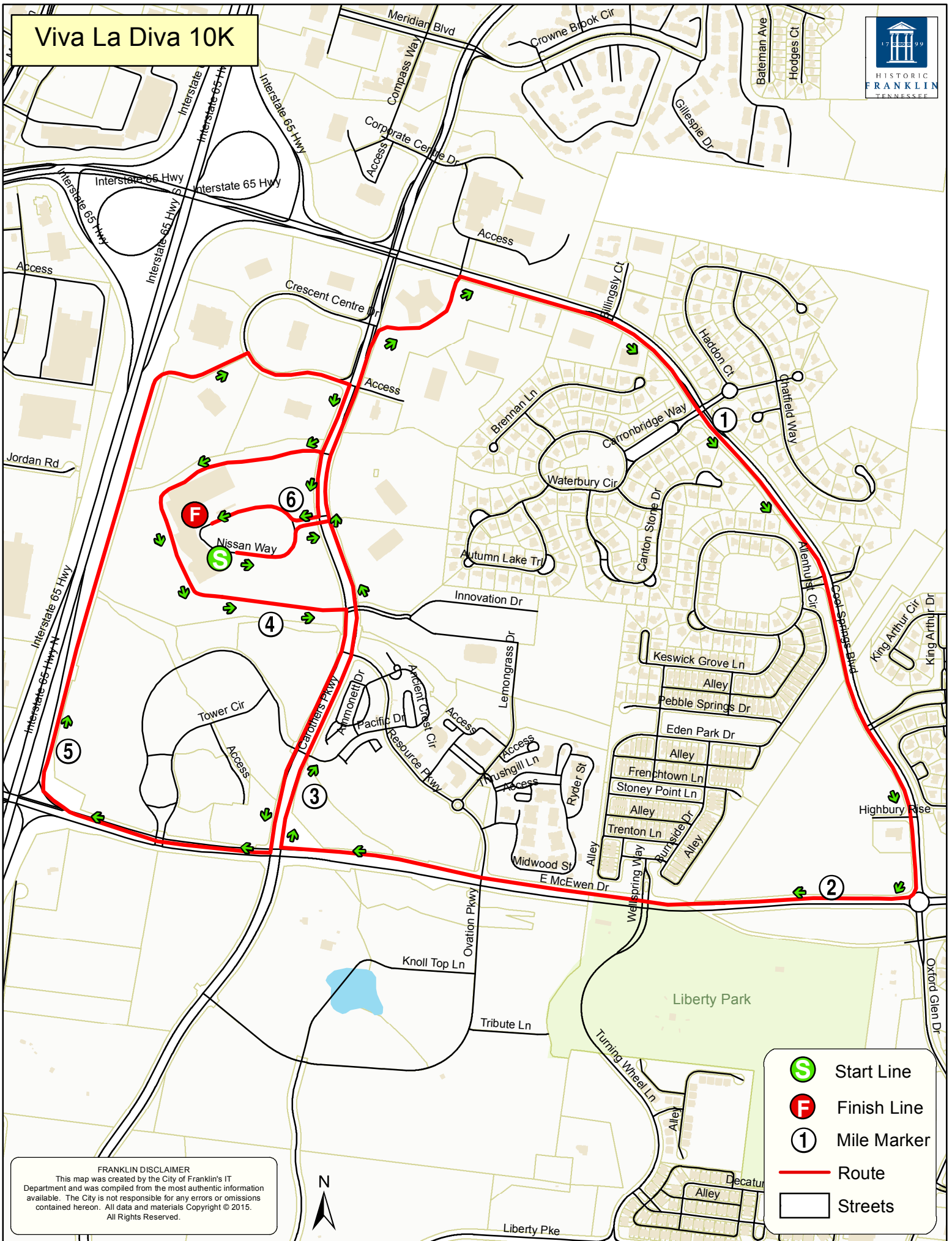
City Administrator's Office
City Hall
109 Third Ave. South
Franklin, TN 37065
615-791-3217

*Fifty
Forward*

Viva La Diva 5K and 1 Mile Race



Viva La Diva 10K



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

- S Start Line
- F Finish Line
- ① Mile Marker
- Route
- Streets



TO: City of Franklin Board of Mayor and Aldermen

FROM: Harpeth Bicycle Club

SUBJECT: Annual Harpeth River Ride

DATE: February 2, 2015

Dear Members of the Board,

This letter is to provide information pertaining to Harpeth Bicycle Club's event application for its Harpeth River Ride to be held on Saturday, June 20, 2015. Now in its 19th year, the Harpeth River Ride is an annual bicycle ride event organized and conducted by the Harpeth Bicycle Club, a Franklin-based non-profit organization. The event is hosted by Nissan Americas and will begin and end at its corporate headquarters in Franklin. The Harpeth River Ride is a recreational ride/tour (versus race) and offers a variety of ride options for beginner through experienced cyclists. The majority of the route is outside the city limits of Franklin. The ride will start at 7:00 am with cyclists returning intermittently throughout the day, concluding at approximately 4:00 pm. Approximately 1,500 cyclists are anticipated to participate in the bicycle ride, coming from locations throughout the United States. On-road support will again this year be provided by Franklin Police, Williamson County Sheriff's Office and Williamson County Medical Center EMS.

Harpeth Bicycle Club is proud to again host its annual Harpeth River Ride and have the opportunity to provide a family-friendly bicycle ride that showcases Franklin and the beautiful countryside of Williamson County.

Your consideration of our event application is appreciated. We will be happy to provide any additional information upon request.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Hendry", written over a horizontal line.

Robert Hendry
President, Harpeth Bicycle Club

Attachment: 2015 Harpeth River Ride Event Application

OFFICE USE
ONLY:

Permit No: _____



HISTORIC
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
served (*separate permit required*)

☐ beer

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

_____ Fieldstone Farms

_____ Pinkerton Park

NISSAN CORPORATE

_____ Jim Warren Park

_____ Harlinsdale Farm

Other: HEADQUARTERS

2) Name/purpose of event: HARPETH RIVER RIDE

3) Date or dates of event: JUNE 20, 2015

4) Time of Event: 7:00 am to 5:00 pm

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: _____ **Tear-down Date/Time:** _____

*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:

HARPETH BIKE CLUB - PHILIP SCHARRE

a) Address: 303 LAKE MONT CIRCLE, FRANKLIN, TN 37067

b) Phone: 615-495-4289 **c) Cell:** _____ **d) Fax:** _____

e) E-mail address: pscharre@comcast.net

7) Person in charge on day of event: PHILIP SCHARRE

Cell: 495-4289 **E-mail address:** pscharre@comcast.net



HISTORIC
FRANKLIN
TENNESSEE

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

Name: FREDIA BARRY Cell: 969-2081 E-mail address: fkbarry@att.net

Name: SCOTT BOYD Cell: 604-3593 E-mail address: scottboyd@comcast.net

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

See Attachment #1 - Description

See website www.harpothbikeclub.com

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.**

See attachment #2

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

1,200 - 1,500 bicyclists, 200 volunteers

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.

See attachment #3

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.

See attachment #4

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. \$45.00

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or ☒ No

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? The event enables the Harpoth Bike Club to support its "adaptive athlete" program which offers bicycling opportunities to blind youth and adults. The amount is determined post-ride by the club officers.

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



HISTORIC
FRANKLIN
TENNESSEE

- 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.)?
Pre-ride announcements and background music
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Event announcer (hired by Nissan)
- 23) During what time period is sound amplification requested? 6:00 am to 3:00 pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). N/A
- 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.
attachment #5
- 26) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. see attachment #6
- 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.

PHILIP SCHARRE

615-495-4289

- 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*



HISTORIC
FRANKLIN
TENNESSEE

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:

- 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.*

attachment
7

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.



HISTORIC
FRANKLIN
TENNESSEE



HISTORIC
FRANKLIN
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: *Ken Moore, Mayor*
(Signature and title – must be officer of organization)

Date: 2-3-15
[Signature]

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.

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

Attachment 1

Description of Harpeth River Ride

2015 Harpeth River Ride
Franklin TN
June 20, 2015

Presented by the Harpeth Bicycle Club

The Harpeth River Ride is for bicyclists from beginner to advanced skill levels. There will be four route options (23, 44, 62, and 100 miles) that will start at the Nissan Corporate Headquarters in Franklin and go throughout Williamson County. Each route is supported by bike club volunteers through rest stops and rider support. Traffic control is coordinated with the Franklin Police Department and the Williamson County Sheriff's Department.

The ride typically attracts 1,200 to 1,500 bicyclists mostly from the middle Tennessee area. The ride also attracts participants from other states. The ride starts at 7:00 am and most riders finish by early afternoon.

The ride is coordinated by the Harpeth Bicycle Club, a volunteer membership organization that promotes bicycling opportunities for over 600 members. Funds from the Harpeth River Ride enable the club to support its "adaptive athlete" program which offers bicycling opportunities for visually impaired youth and adults. Club members take adaptive athletes for bike rides on tandem bicycles on a weekly basis for most of the year.

Nissan has been the ride's primary corporate sponsor for six years. Many other area commercial and professional businesses are also sponsors. The ride has been held annually since 1997.

Attachment 2

Site Map – Nissan Headquarters

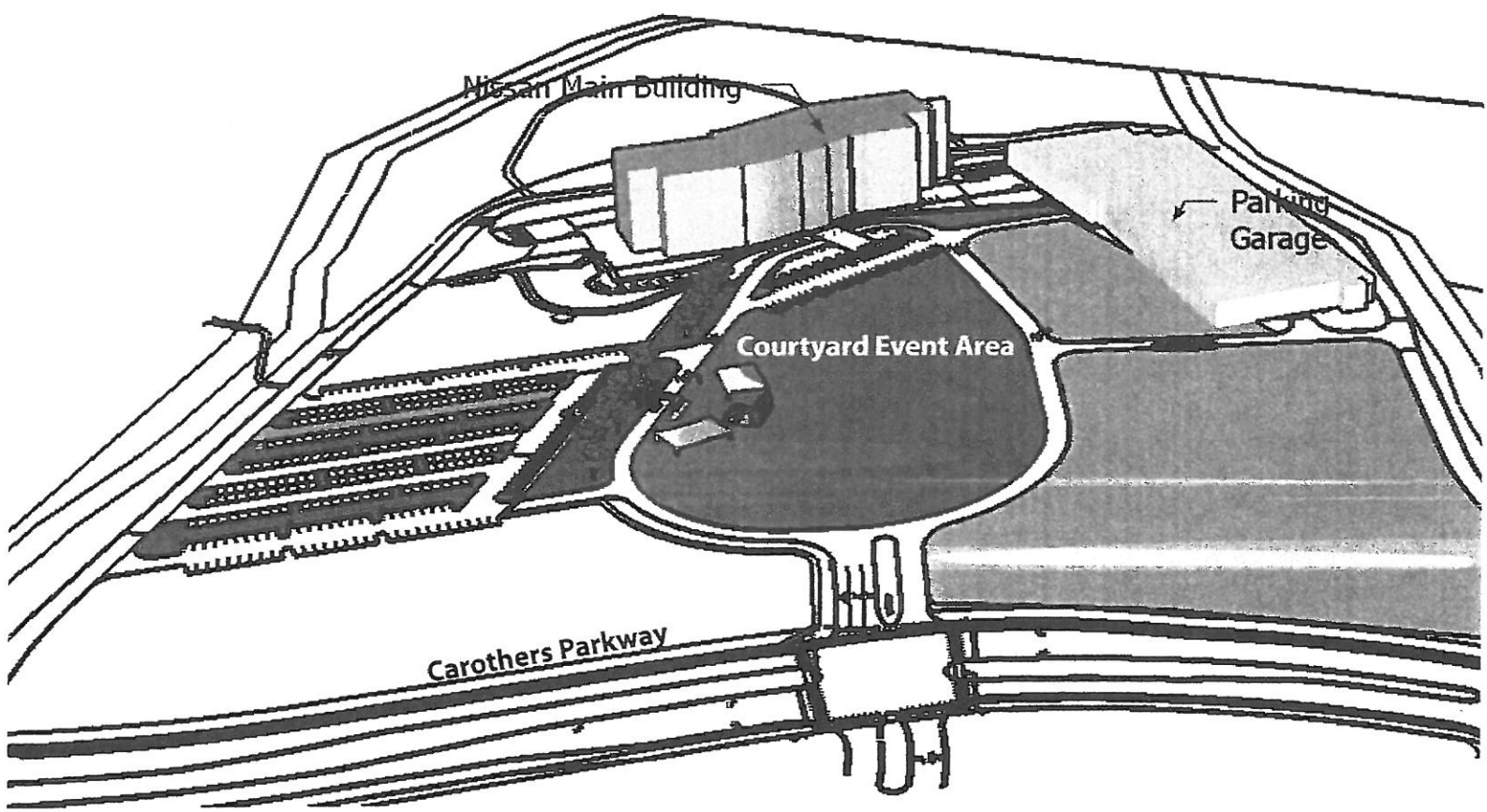
Bike Route map

There will be four bike routes (23, 44, 62, and 100 miles). All routes start from the Nissan campus at 7:00 am. All routes follow the same roads within the Franklin city limits (start and return). The majority of the routes are outside the city limits in Williamson County.

~~2012~~
2015



Attachment #2 General Site Plan at Nissan Campus



Go	To This Road or Place	Do This	Mileage
0	Carothers Pkwy (SS)	Turn right	0
1.3	Liberty Pike (TL)	Turn left	1.3
0.9	Traffic circle	Straight	2.2
0.5	Traffic circle (Oxford Glen Dr right)	Turn right	2.7
0.5	Clovercroft Rd (TL)	Turn left	3.2
1.5	Wilson Pike (SS)	Turn right	4.7
0.7	N. Chapel Rd	Turn right	5.4
1.6	Murfreesboro Rd (SS)	Straight	7
2.7	Trinity Rd	Turn right	9.7
1.4	Arno Road (SS)	Straight	11.1
1	Westwood Rest Area	REST	12.1
2.3	Cool Springs Rd (past 840)	Straight	14.4
1.9	Bethesda-Arno Rd (SS)	Turn right	16.3
2.5	Bethesda Rd (SS)	Turn right	18.8
0.4	Bethesda Community Center	Turn left	19.2
0.1	Bethesda Rest Area	REST	19.3
0.1	Bethesda Rd	Turn left	19.4
1.3	Byrd Rd	Turn left	20.7
1.9	Bethesda-Duplex Rd (SS)	Turn left	22.6
0.3	Old Bethesda-Duplex Rd	Bear right	22.9
0.1	Smithson Rd	Stay right	23
1.8	Ash Hill Rd (SS)	Turn left	24.8
1.4	Comstock Rd (SS)	Turn left	26.2
0.3	Glenn Rd	Turn right	26.5
1.8	Flat Creek Rd (SS)	Turn left	28.3
2.3	Giles Hill Rd	Turn left	30.6
0.9	Choctaw Rd	Turn left	31.5
2.1	Cross Keys Rd (SS)	Turn right	33.6
1	Pulltight Hill Rd	Turn right	34.6
0.7	Pulltight Rest Area (Nelms residence)	REST	35.3
From rest area, you are just less than one mile from The Climb			
1.7	Arno Allisona Rd (SS)	Turn left	37
2.5	Owen Hill Rd	Turn right	39.5
1.6	Pinkston Rd	Turn left	41.1
0.6	Arno-College Grove Rd (SS)	Turn right	41.7

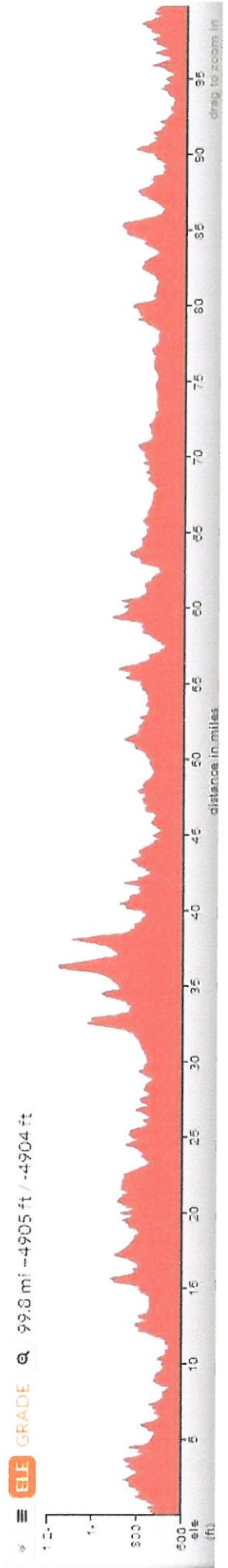
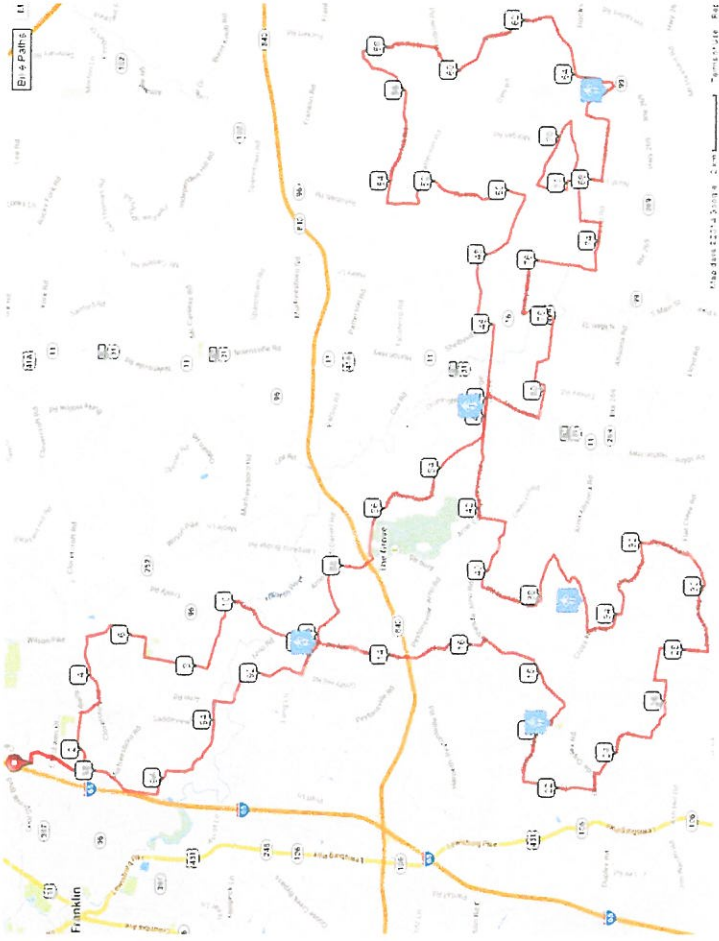
Go	To This Road or Place	Do This	Mileage
2.8	College Grove Rest Area	REST	44.5
CUTOFF - Riders leaving here at noon may not do Century course			
0.3	Horton Hwy (SS)	Straight	44.8
1.4	US-41A North (SS)	Turn left	46.2
0.1	John Windrow Rd	Turn right	46.3
0.2	John Windrow Rd (past bridge)	Turn right	46.5
2.2	Rocky Glade Rd (SS)	Turn left	48.7
1	Hill Rd	Slight left	49.7
2.8	Patterson Rd (SS)	Turn left	52.5
1.2	Coleman Hill Rd (SS)	Turn right	53.7
3.9	Newman Rd	Turn right	57.6
1.8	S. Windrow Rd (SS - steep hill past turn)	Turn right	59.4
1	Snail Shell Cave Rd	Turn left	60.4
2.5	Old Jackson Ridge Rd N	Turn right	62.9
1.4	S. Windrow Rd (SS)	Straight	64.3
1	Jackson Ridge Rd	Turn right	65.3
0.1	Rockvale Rest Area	REST	65.4
0.8	Taylor Rd	Sharp left	66.2
1.8	North Ln (SS)	Turn right	68
0.5	Little Rock Rd (SS)	Turn right	68.5
1.3	Rocky Glade Rd (SS)	Turn left	69.8
1.6	Taylor Ln	Turn left	71.4
1.2	Little Rock Rd (SS)	Turn right	72.6
1.3	Swamp Rd	Turn right	73.9
1	Shoemaker Rd	Turn right	74.9
1.6	Rocky Glade Rd (SS)	Turn left	76.5
1.2	US-41A South (SS)	Turn left	77.7
0.7	W. Webb Rd	Turn right	78.4
2.5	Horton Hwy (SS)	Turn right	80.9
1.3	Arno-College Grove Rd	Turn left	82.2
0.3	College Grove Rest Area	REST	82.5
1	Eudaily-Covington Rd	Bear right	83.5
4.5	Arno Rd (SS)	Turn right	88
1.1	Meeks Rd	Turn left	89.1
1.8	Westwood Rest Area	REST	90.9

Go	To This Road or Place	Do This	Mileage
0.8	Gosey Hill Rd (SS)	Turn right	91.7
1.4	Arno Rd (SS)	Turn left	93.1
1.2	S. Carothers Rd	Turn left	94.3
2.8	Murfreesboro Rd (TL)	Straight	97.1
3.2	Nissan Headquarters	Left	100.3

LEGEND
SS=Stop Sign
TL=Traffic Light

NOTES
Follow the YELLOW Arrows.
Obey all traffic laws. Law enforcement will be on the course to help but may not stop traffic.
Be careful going down Pulltight Hill -- there's a stop at the bottom.
Riders leaving College Grove after noon may not do the Century. If you leave College Grove after noon and insist on riding the Century Route, you will not be supported.

REST STOPS
#1) Westwood - Mile 12.1: Westwood Community Church (on right). Continue straight (South) on Peytonsville-Trinity when leaving.
#2) Bethesda - Mile 19.3: Bethesda Park (on left off Bethesda Road). Return to Bethesda road and continue straight (North-West) when leaving.
#3) Pulltight - Mile 35.3: Nelms Family Home (on left). Continue straight (East) on Pulltight Hill Road when leaving (less than one mile from climb).
#4) College Grove - Mile 44.5: College Grove School (on left). Continue straight (East) on Arno-College Grove when leaving. CENTURY NOON CUTOFF HERE.
#5) Rockvale - Mile 65.4: Rockvale Church of God (on left). Continue straight (North-West) on Jackson Ridge Road when leaving.
#6) College Grove - Mile 82.5: College Grove School (on right). Continue straight (West) on Arno-College Grove Road when leaving.
#7) Westwood - Mile 90.9: Westwood Community Church (on right). Continue straight (West) on Crowder Road when leaving.



Attachment 3

Contact Information

Team Contact Information

	Name	Leadership Role	Phone	Email
1	Phil Scharre	Event Co-Director	615-495-4289	pscharre@comcast.net
2	Frieda Barry	Event Co-Director	615-969-2081	fkbarry@att.net
3	Andy Goodson	Website/Tech Coordinator	615-974-5050	agoodson@gmail.com
4	Tom Bartlett	Medical Advisor/Command Ctr	615-269-4545	tgbartlett@gmail.com
5	Scott Boyd	Home Base Coordinator	615-604-3593	scottboyd@comcast.net
6	Penny Buttrey	Rest Stop Coordinator	615-504-0881	pennyb@wcs.edu
7	Peter Cacchioli	SAG Coordinator	615-517-2968	cacchip@yahoo.com
8	Sametta Glass	Registration Co-Coordinator	615-347-6502	sametta.glass@comcast.net
9	Tom Finegan	Registration Co-Coordinator	615-480-5095	tomfinegan999@gmail.com
10	Kevin Bullock	Adaptive Athlete Coordinator	615-618-6437	bullocks@comcast.net
11		Sales & Sponsors Coordinator	615-	
12	Tim Van Cleve	Financial Coordinator		tvancleve@comcast.net
13	Craig Elliott	Volunteer Coordinator	615-852.5118	kaapie@gmail.com

Attachment 4

IRS Tax Exemption Letter

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 11 1998

HARPETH BICYCLE CLUB
PO BOX 680802
FRANKLIN, TN 37068

Employer Identification Number:
62-1666444

DLN:
17053076030028

Contact Person:
D. A. DOWNING

Contact Telephone Number:
(513) 241-5199

Internal Revenue Code
Section 501(c)(7)

Accounting Period Ending:
December 31

Form 990 Required:
Yes

Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5

HARPETH BICYCLE CLUB

percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

A section 501(c)(7) organization is permitted to receive up to 35 percent of its gross receipts, including investment income, from sources outside of its membership without losing its tax-exempt status. Of the 35 percent, not more than 15 percent of the gross receipts may be derived from the use of the club's facilities or services by the general public. Income in excess of these limits may jeopardize your continued tax-exempt status.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt

HARPETH BICYCLE CLUB

status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Paul R. Hunsinger".

District Director

Enclosures:
Addendum

HARPETH BICYCLE CLUB

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. Based on our review of your application for exemption, it appears that certain of your activities constitute unrelated trade or business activities as defined in section 513. Therefore, you may be liable for filing Form 990-T for each year for which such return is due. These returns should be filed with the Internal Revenue Service Center servicing your state.

Income derived from advertising in your newsletter and the income received from non-member are considered Unrelated Business income.

Attachment # 5
Insurance Certificate

		CERTIFICATE OF INSURANCE		02/12/2015	
PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Boulevard, Suite 100 Fort Wayne, Indiana 46804			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.		
INSURED League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 308 Washington, DC 20006			INSURERS AFFORDING COVERAGE INS. A: Greenwich Insurance Company INS. B: INS. C:		
HARPETH BICYCLE CLUB P.O. BOX 680802 FRANKLIN, TN 37068			CERT NUMBER: 1001209363		

COVERAGES

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.

[illegible]

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS									
---	--	--	--	--	--	--	--	--	--

- The Certificate Holder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form GXAL 428 Additional Insured - Certificate Holders, but only with respect to HARPETH RIVER on June 20, 2015.

CERTIFICATE HOLDER

CITY OF FRANKLIN, TN
109 THIRD AVE S
FRANKLIN, TN 37065

CANCELLATION

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

Drew Smith

Attachment 6

Vendor/Exhibitor List (invited)

MOAB Bicycles

REI

Gran Fondo Bicycles

Cumberland Transit

RB's Cyclery

Ride for Reading

Bike Ride Across Tennessee

Tennessee High School Bicycling Assn.

Jeff Roth Cycling Foundation

Cystic Fibrosis Foundation

American Diabetes Association

Multiple Sclerosis Society

Walk /Bike Nashville

Tennessee Association of Blind Athletes

Brusters Ice Cream

Attachment 7

Good Neighbor Letter

FRANKLIN EVENT NOTICE

Annual Harpeth River Ride
Saturday, June 20

To: The Franklin Residents

From: The Harpeth Bicycle Club

The **Annual Harpeth River Ride** sponsored by the Harpeth Bicycle Club and Nissan North America will take place on Saturday, June 20, 2015 with approximately 1,500 cyclists planning to participate in this year's event.

The event route for this year includes cyclists riding south on Carothers Parkway from the Nissan building, turning east on Liberty Pike, right on Oxford Glen, then left on Clovercroft.

The time period that the cyclists are expected to be on the above mentioned roads is from approximately 7:00 to 7:30 am on Saturday, June 20. There will be traffic police who will be ensuring that traffic is routed efficiently during this time with as little impact as possible to residents along the route.

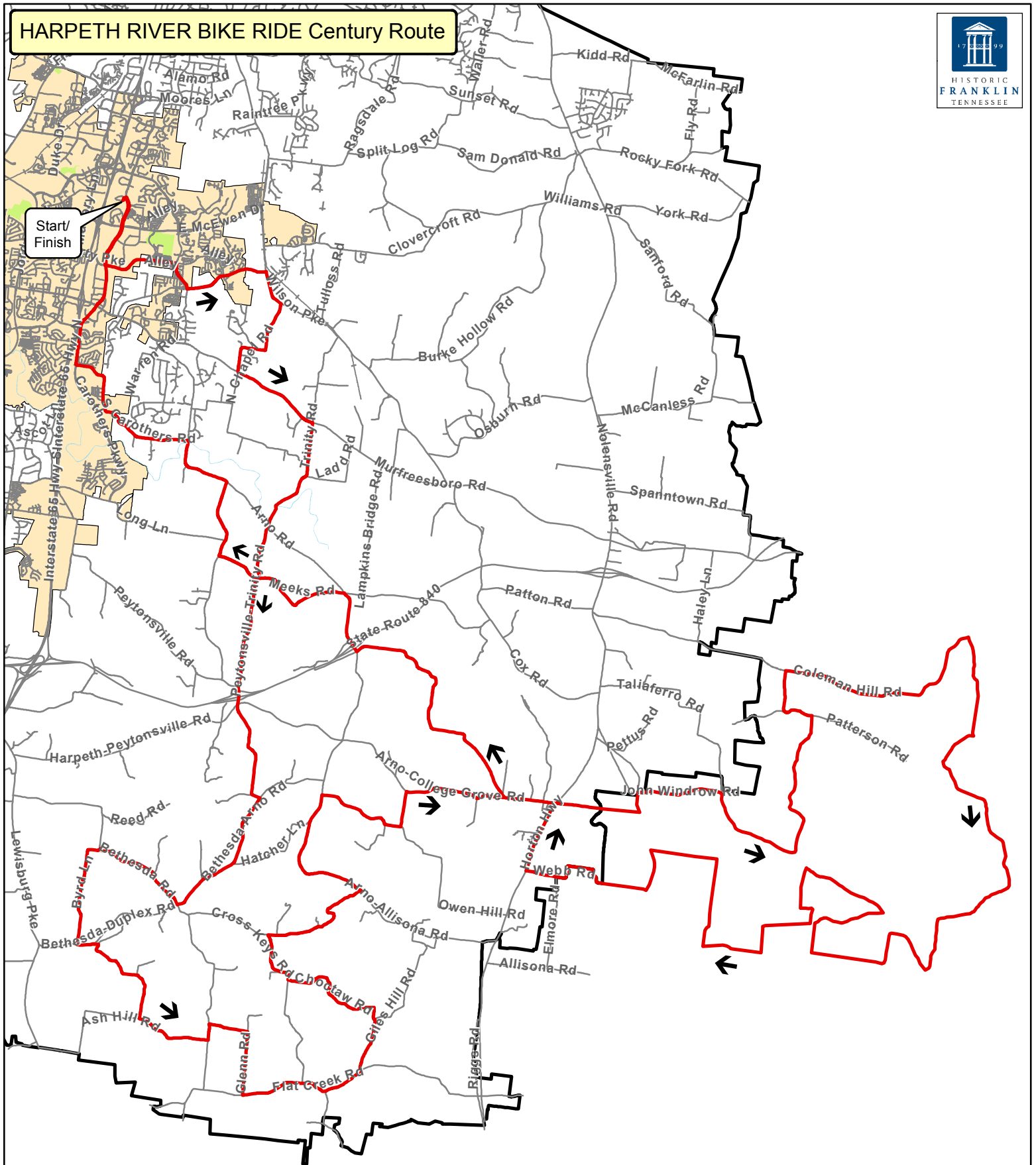
The event organizers are members of the Harpeth Bicycle Club.

Thank you for your understanding.

To read more about the Harpeth River Ride, please go to www.harpethbikeclub.com

The Harpeth Bicycle Club

HARPETH RIVER BIKE RIDE Century Route



Note: Streets only visible to the extent of the County Line.

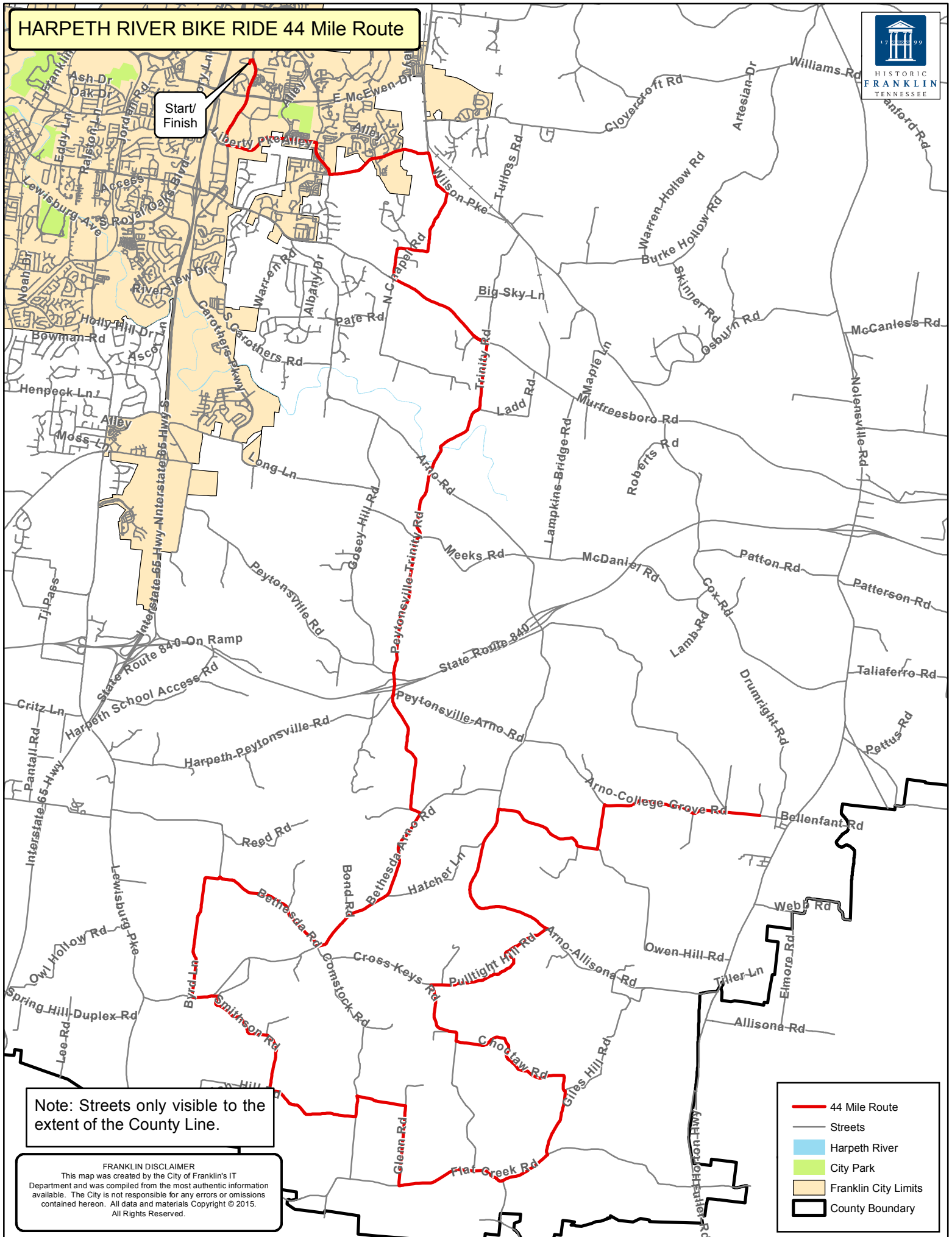
FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

- Century Route
- Streets
- Harpeth River
- City Park
- Franklin City Limits
- County Boundary

HARPETH RIVER BIKE RIDE 44 Mile Route



Start/
Finish



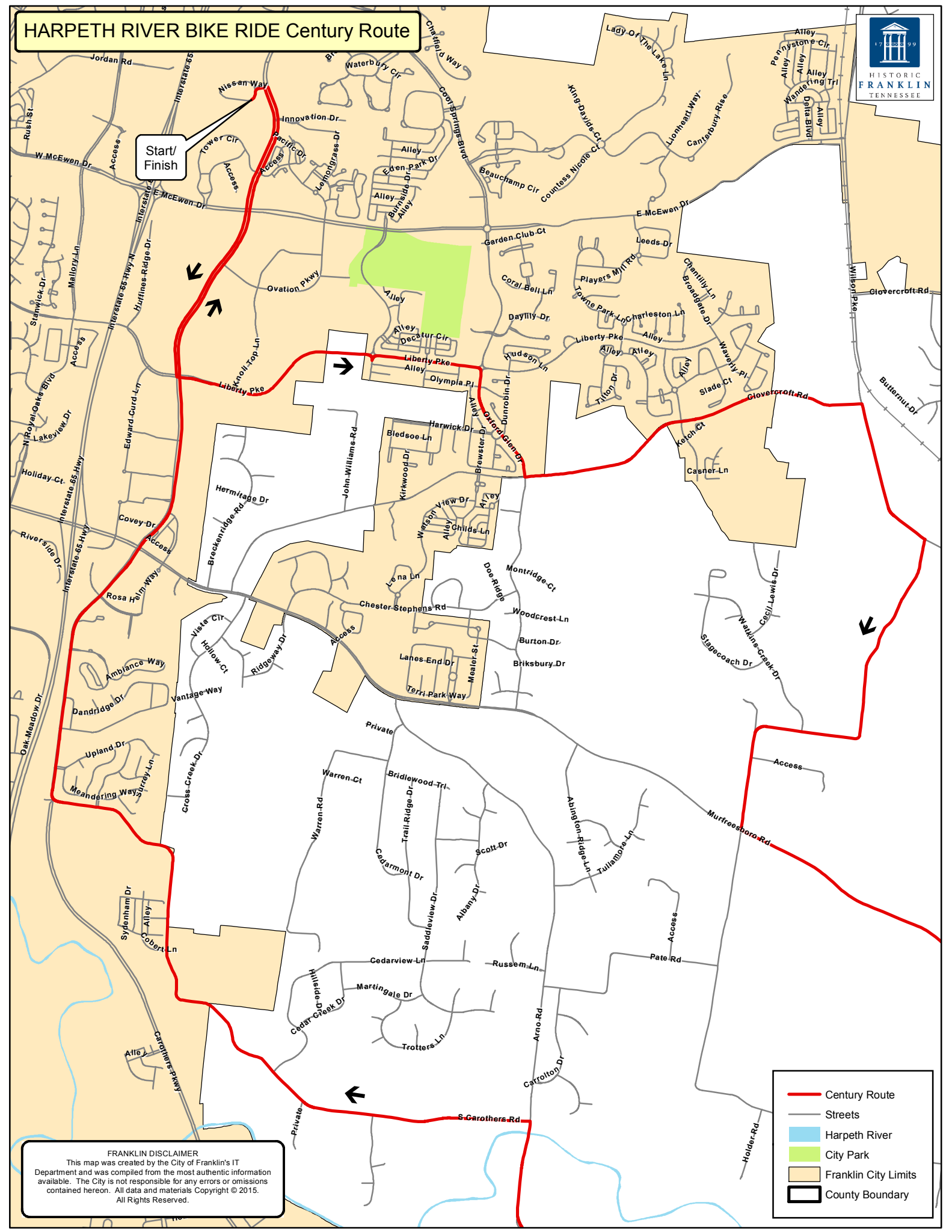
Note: Streets only visible to the extent of the County Line.

FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

- 44 Mile Route
- Streets
- Harpeth River
- City Park
- Franklin City Limits
- County Boundary

HARPETH RIVER BIKE RIDE Century Route

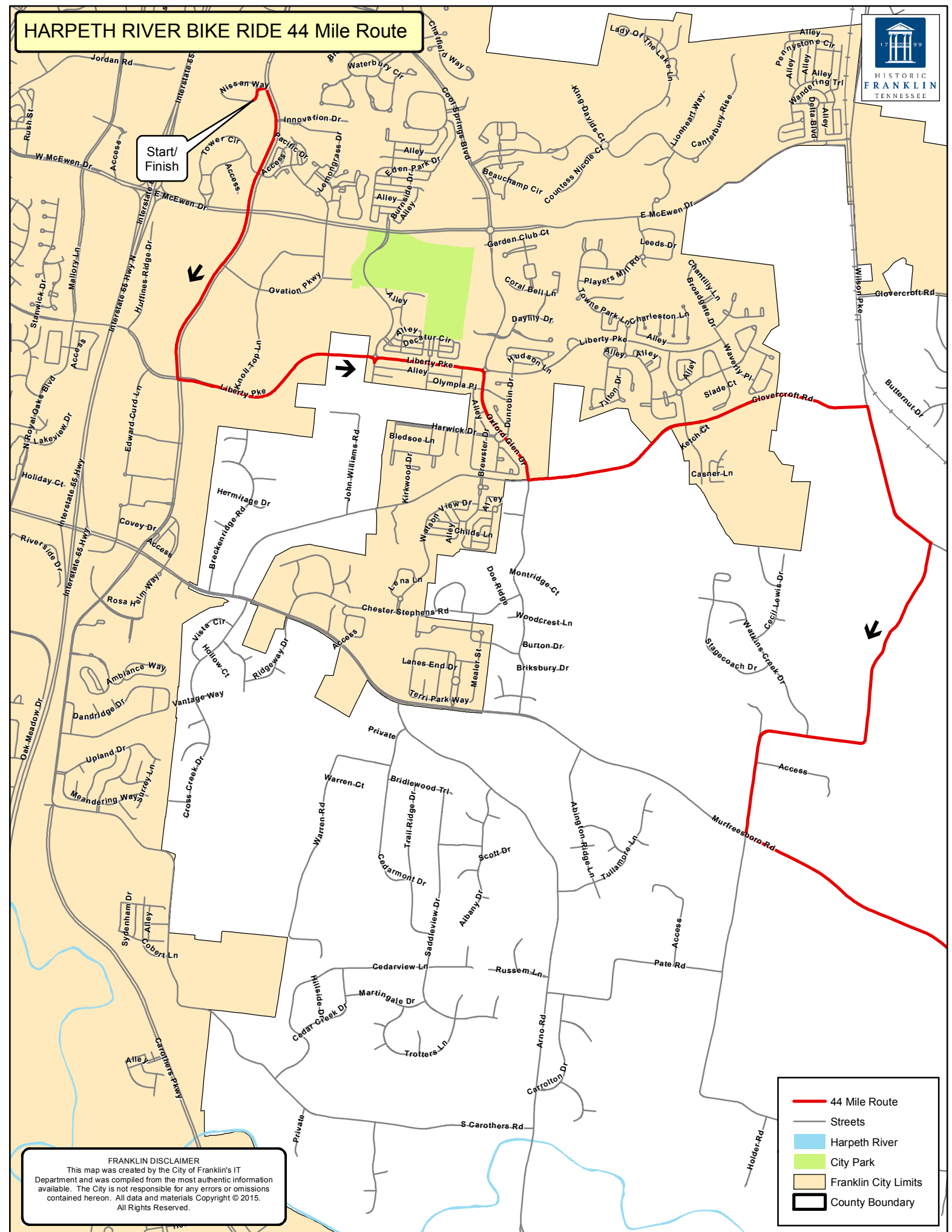


FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

- Century Route
- Streets
- Harpeth River
- City Park
- Franklin City Limits
- County Boundary

HARPETH RIVER BIKE RIDE 44 Mile Route



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

Permit No: _____



HISTORIC
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: Healthways (see attached)

2) Name/purpose of event: American Diabetes Assoc. Tour de Cure/ Fundraising

3) Date or dates of event: 05/30/2015

4) Time of Event: 6am - 5pm

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: 5/29/15 all day

Tear-down Date/Time: 5/30/15 6pm

*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:

American Diabetes Association

a) Address: 220 Great Circle Road, Ste 134, Nashville, TN 37228

b) Phone: 615-298-3066 **c) Cell:** 678-469-5042 **d) Fax:** 615-271-2151

e) E-mail address: cfree@diabetes.org

7) Person in charge on day of event: Christine Free

Cell: 678-469-5042 **E-mail address:** cfree@diabetes.org



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Kristie Ryan Cell: 615-330-1339 E-mail address: krryan@diabetes.org

Name: Alyssa Trachtman Cell: 561-707-9577 E-mail address: atrachtman@diabetes.org

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

The ADA Tour de Cure is a fundraising event that will draw roughly 500 riders and 750 spectators. This event raises money to fund ADA's mission to find a cure for diabetes

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:

Participants = 500 ; Spectators/attendees = 750

✓ 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: Davidson)

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. \$200 minimum for participants / \$500 for vendors.
(those cycling only)

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

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? American Diabetes Association
will receive 100% of funds raised

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



HISTORIC
FRANKLIN
TENNESSEE

- 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.)?
Announcements, music, entertainment
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
DJ, Band, Sound booth for announcements
- 23) During what time period is sound amplification requested? 7am - 5pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Various musicians throughout the day.

- 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. ADA Staff & Volunteers will be covering Clean up. Contact info for Christine Free
15678-4469-5042

- 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.



HISTORIC
FRANKLIN
TENNESSEE

- 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:

- 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.



HISTORIC
FRANKLIN
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: Kristie P. Bryan, Executive Director Date: 02/04/2015
(Signature and title - must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

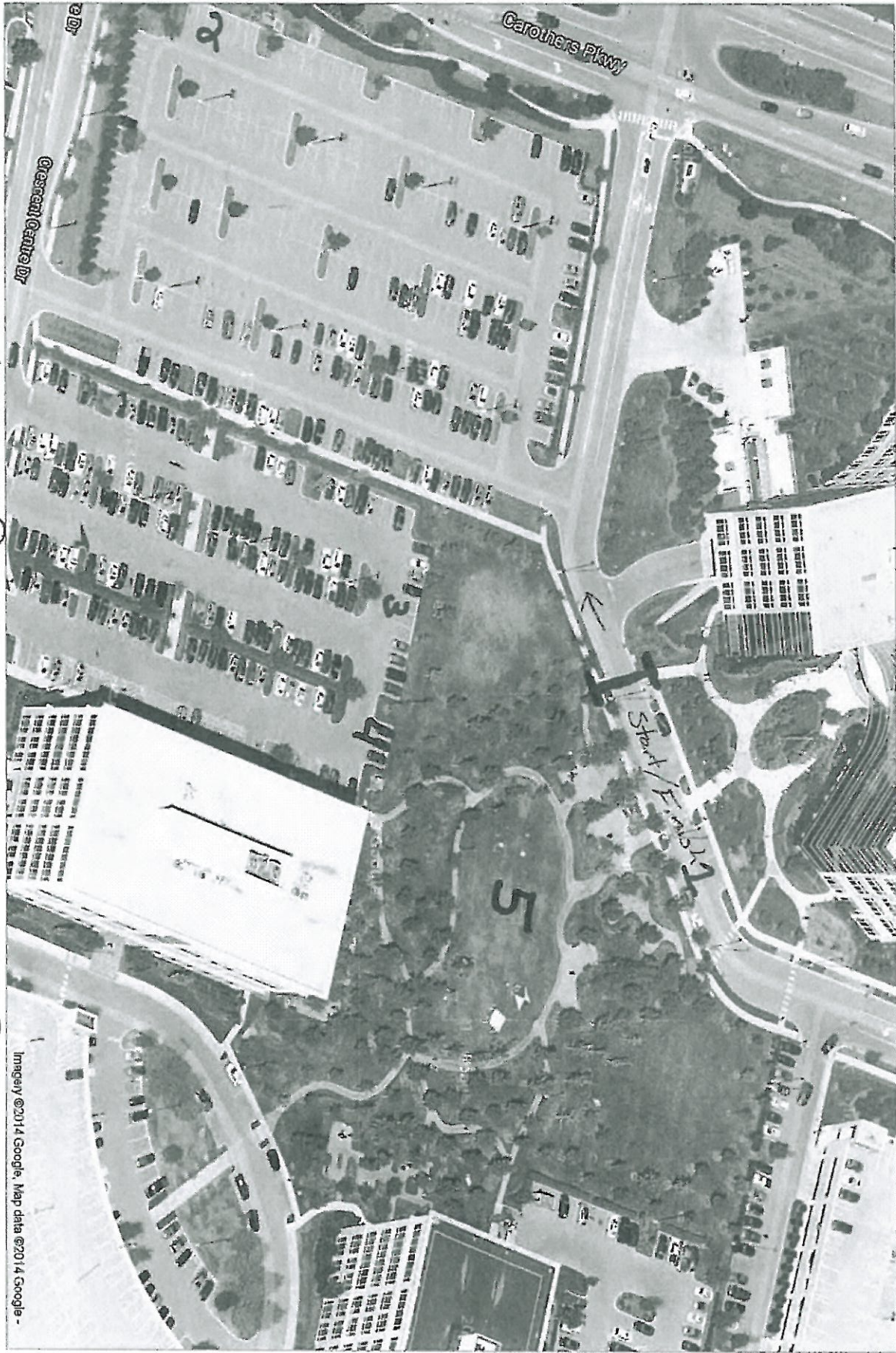
If you have questions concerning your request, please call 615-550-6606.

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

Google

Search, navigate, and explore with the new Google Maps, coming to your desktop soon.

To see all the details that are visible on the screen, use the "Print" link next to the map.



Imagery ©2014 Google, Map data ©2014 Google

- ① Start/Finish
- ② Portable Toilets
- ③ RV Emergency Communications
- ④ Grill Trailer - Ice Machine
- ⑤ Festival Area

Chairpersons of the Organization listing:

Kristie Ryan

761 Sunnybrook Ct

Brentwood, TN 37027-8202

615-330-1332

Ingrid Klose

905 Thomastown Drive

Smyrna, TN 37167

615-293-4215

Tom Delker

PO Box 897

Smyrna, TN 37167

615-479-4090

Vendor Listing:

Lilly Diabetes

SGN Nutrition/EcoDrink

Nashville School of Massage

Orange Theory Fitness



220 Great Circle Road
Suite 134
Nashville, TN 37228

February 16, 2015

Dear Sir or Madam:

Please be advised that the American Diabetes Association will be holding its annual Tour de Cure cycling event on Saturday, May 30, 2015 at Healthways. In order to promote goodwill among our neighbors in the Nashville community, we are notifying you that this event will be taking place near your place of business. Should you encounter any issues related to this event, please contact me on event day via my cell phone at 678-469-5042 or, prior to the event, at the American Diabetes Association office at 615-298-3066 ext. 3330.

Thank you!

Sincerely,

Christine Free

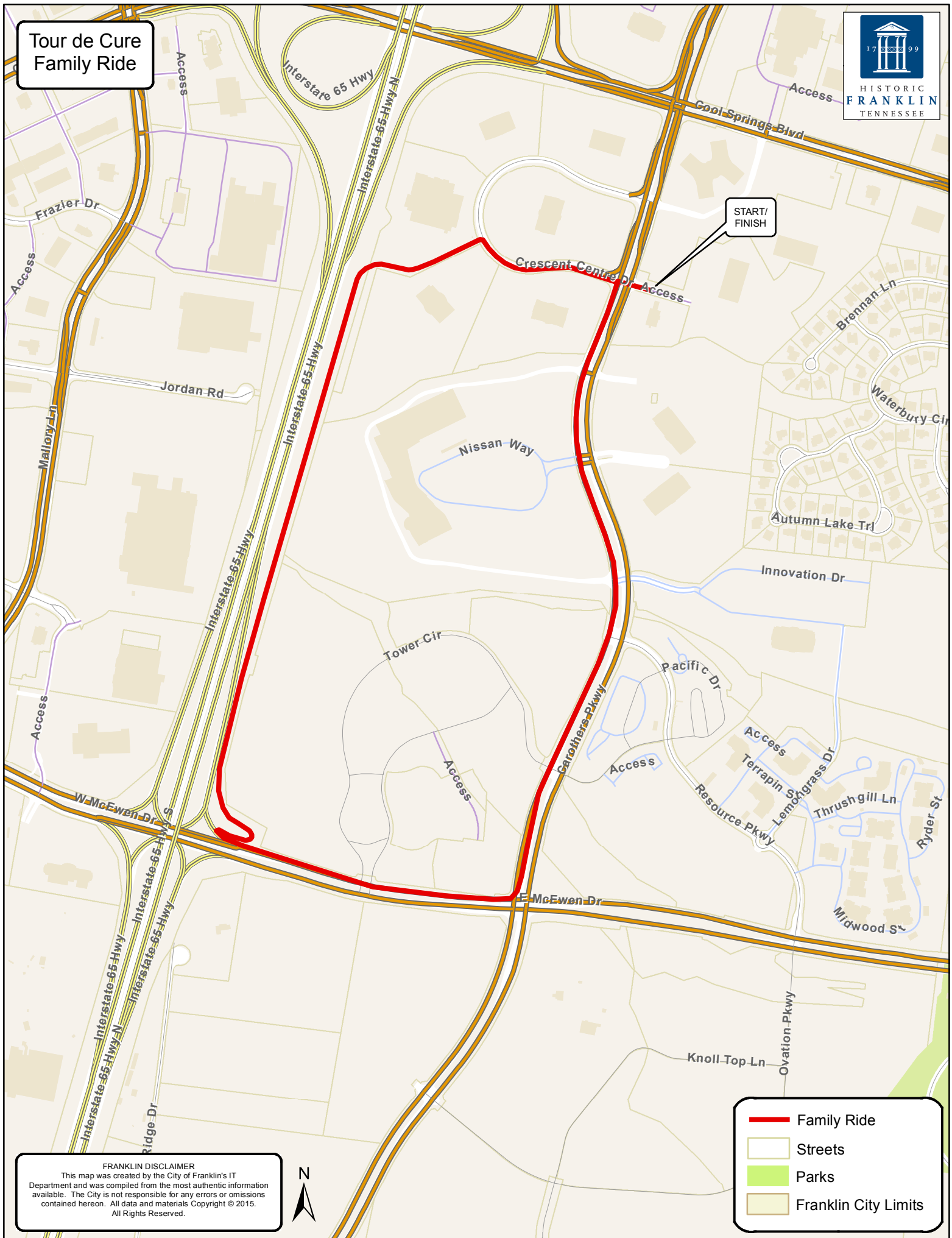
Fundraising Manager, Tour de Cure

cfree@diabetes.org

Good Neighbor Letter Notification List

Business	Address
Exit Realty	725 Cool Springs Boulevard #201 Franklin, TN 37067
Regus Franklin	725 Cool Springs Boulevard, #600 Franklin, TN 37067
Staffmark	725 Cool Springs Boulevard #110 Franklin, TN 37067
James Pewitt: Beanchmark Realty	318 Seaboard Lane #115 Franklin, TN 37067
AXA Advisors	6840 Carothers Parkway #100 Franklin, TN 37067
Simplex Healthcare	6840 Carothers Parkway Franklin, TN 37067
Sunstrust Bank	731 Cool Springs Boulevard Franklin, TN 37067
Kronos	725 Cool Springs Boulevard Franklin, TN 37067
Provident Music Group	741 Cool Springs Boulevard Franklin, TN 37067
Regions Bank	6700 Carothers Parkway Franklin, TN 37067
Reliance First Capital	840 Crescent Centre Drive #400 Franklin, TN 37067
Curt Allan Davis Agency - Nationwide Insurance	840 Crescent Centre Drive #310 Franklin, TN 37067
PrincewaterhouseCooper	830 Crescent Centre Drive Franklin, TN 37067
Acadia Healthcare Co Inc.	830 Crescent Centre Drive Franklin, TN 37067
Lowe's Regional Office	830 Crescent Centre Drive #200 Franklin, TN 37067
Metlife	830 Crescent Centre Drive Franklin, TN 37067
Coastal Pheonix Investments	830 Crescent Centre Drive Franklin, TN 37067
Noranda Aluminum Inc.	801 Crescent Centre Drive Franklin, TN 37067
Embassy Suites Nashville- South/Cool Springs	820 Crescent Centre Drive Franklin, TN 37067
Spectrum Properties	810 Crescent Centre Drive Franklin, TN 37067
Atmos Energy Mid-States Division	810 Crescent Centre Drive #60 Franklin, TN 37067
Wipro Gallagher Solutions	810 Crescent Centre Drive #400 Franklin, TN 37067
American Continental Insurance	800 Crescent Centre Drive Franklin, TN 37067
Guardian Home Care	800 Crescent Centre Drive Franklin, TN 37067

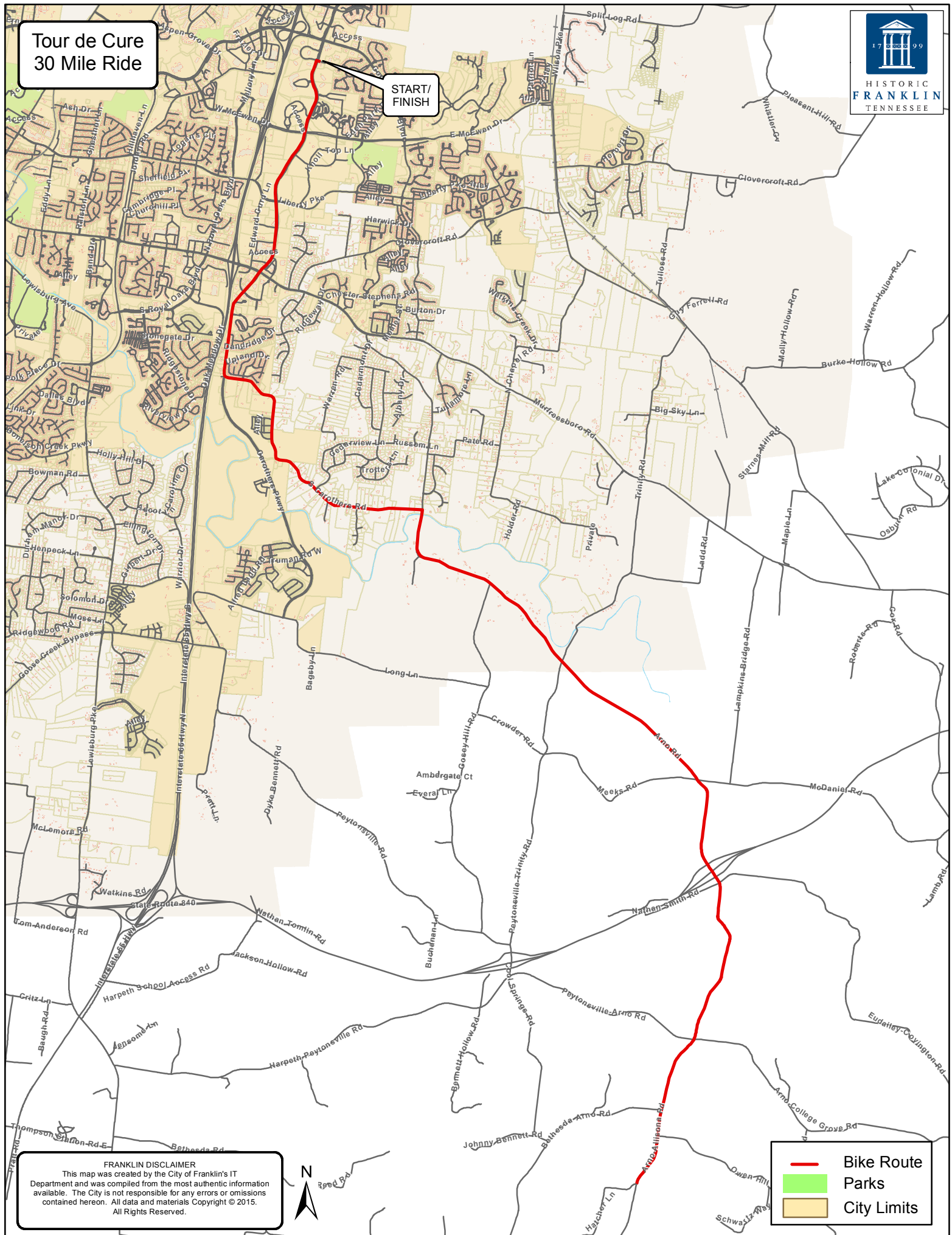
Tour de Cure Family Ride



Tour de Cure 30 Mile Ride



START/
FINISH



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.



- Bike Route
 Parks
 City Limits



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: _____

2) Name/purpose of event: A Village Affair Bella Vintage

3) Date or dates of event: August 28th - August 30th

4) Time of Event: Friday the 28th 8:30 a.m. - 5pm, Saturday the 29th 9am - 5pm

5) Time of Street Closure (if applicable): N/A - Sunday the 30th 12-5pm

Set-Up Date/Time: Tuesday, August 25th 8:00am **Tear-down Date/Time:** August 31st 8:00am

*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:

AGAPE

a) Address: 4555 Trousdale Dr, Nashville, TN 37204

b) Phone: 615-781-3000 c) Cell: 615-415-2656 d) Fax: _____

e) E-mail address: info @ agapenashville.org

7) Person in charge on day of event: Jared Bowlin

Cell: 615-473-7485 E-mail address: jaredbowlin @ comcast.net



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Jenni Bowlin Cell: 615-473-7491 E-mail address: jbowlin7@comcast.net

Name: Kyle Frederick Cell: 615-415-2656 E-mail address: KFrederick@agape-nashville.org

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

See Attached

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:

5,000 over 3 days

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. \$12 at the door, \$10 in advance

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

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? Agape Nashville is the beneficiary, and 50% of the proceeds

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



HISTORIC
FRANKLIN
TENNESSEE

- 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.)?
Announcements and entertainment in the entertainment tent
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
To be determined by Stonebrook Media, sound vendor.
- 23) During what time period is sound amplification requested? 9 a.m. - 6 p.m. Aug 28th & 29th 12-4 Aug 30
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). We will run 1 entertainment stage with 4-6 acts each day. Specific details on exact number of acts and amp wattage will be provided 30 days prior to event.
- 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. - Detailed List to be provided 30 days prior to event. We expect 70 merchandise vendors and approximately 8 food vendors.
- 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. Green Monster, Tom Stuck, 615-319-2101
- 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:
To be provided 30 days prior to event
- 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.



HISTORIC
FRANKLIN
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: V. Chavallier Meann Date: 03/03/2015
(Signature and title – must be officer of organization)

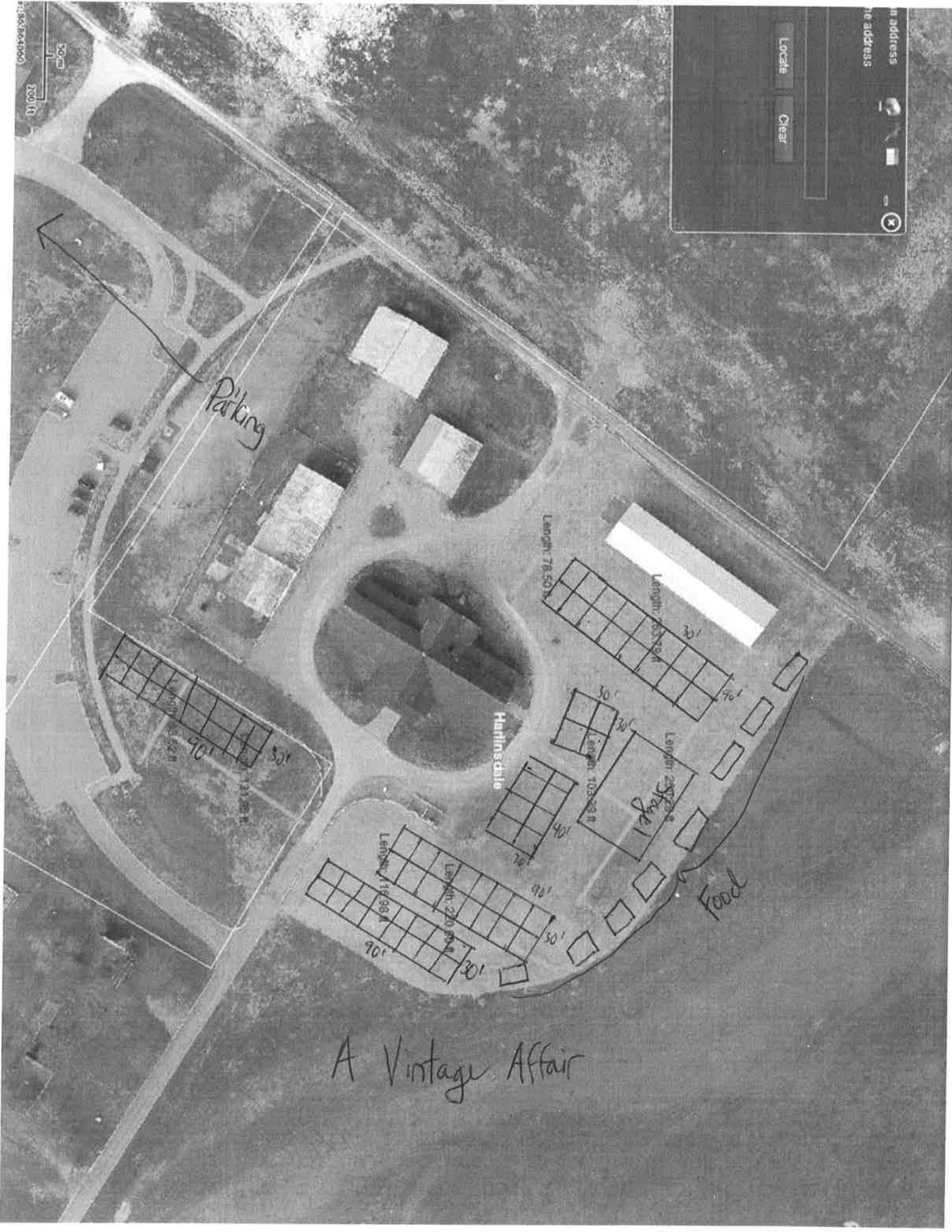
Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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



A Vintage Affair

Internal Revenue Service

Date: November 30, 2006

ASSOCIATION FOR GUIDANCE AID
PLACEMENT & EMPATHY
LOCAL
NASHVILLE TN 37204-1889

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Laura A. Botkin 31-08415
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
62-0760716

Dear Sir or Madam:

This is in response to your request of November 30, 2006, regarding your organization's tax-exempt status.

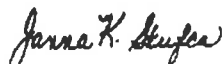
In November 1966 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services



HISTORIC
FRANKLIN
TENNESSEE

The Park at Harlinsdale Farm Rental Policy

TERMS & CONDITIONS

<u>OPERATING HOURS:</u>	Monday-Sunday	8am-Dusk
<u>RENTAL HOURS:</u>	Sunday – Thursday	8am – 10pm (including setup & cleanup)
	Friday – Saturday	8am – 11pm (including setup & cleanup)
<u>FEES:</u>		
Application Fee:		\$100 Non Refundable
Rental Fee/Williamson County Resident		\$500 per day Friday – Sunday \$300 per day Monday – Thursday
Rental Fee/Non-Resident		\$700 per day Friday – Sunday \$500 per day Monday – Thursday
Rental Fee/ Williamson County 501(c)(3) Organizations		\$250 per day Friday – Sunday \$150 per day Monday – Thursday
Rental Fee/Non-Williamson County 501(c)(3) Organizations		\$350 per day Friday – Sunday \$250 per day Monday – Thursday
Refundable Damage Deposit		\$500.00
Parks Dept. staff hour's (4 hour minimum)		\$25/hour 4pm-10pm Monday – Friday \$25/hour 8am-11pm Saturday \$25/hour 8am-10pm Sunday
Reserved/Overflow Parking vehicles		\$100/hour, minimum 4 hours, Maximum 300 \$ 50/ hour after 4 hours until park closes

****Rental Space and Reserved/Overflow Parking Space areas designated by Parks Department.**

In Compliance with the Conservation Easement, quitclaimed August 2007, by the City of Franklin to the Land Trust For Tennessee, for the purpose of permanently conserving the Conservation Values of The Park at Harlinsdale Farm, the City of Franklin Parks Department has developed guidelines for events/activities for public use of the park. The Conservation Easement directs the "Grantor" (City of Franklin) to:

"Maintain the Property in large part as a passive public park assuring that under the perpetual stewardship of Grantee (The Land Trust for Tennessee), the equestrian activities and related agricultural uses, the open space character, educational value, wildlife habitat, recreational uses, historic significance and scenic values of the Property will be conserved and maintained permanently, and that the uses of the Property that are inconsistent with these conservation purposes will be prevented or corrected."

"The preservation of the Property for passive outdoors recreation and the education of the general public. The Grantor's intention is that the Property will be designated as a passive public park and thereafter open to the general public for educational uses and passive recreation."



CONTRACT/DEPOSITS

- ✓ A Parks Event Permit Application and Agreement must be completed and returned to the City of Franklin Parks Dept. Programming Division, along with a non refundable application fee of \$100.00 (checks or cash only). **Note: Filing this application does not guarantee that your request will be granted.**
- ✓ One half (1/2) of the rental fees and \$500 refundable damage deposit will be due upon approval of event in the form of two separate checks. A Certificate of Insurance and remaining one half (1/2) rental fee will be due 30 days prior to rental date, no advance reminders will be given by the Parks Dept./Programming Division. City of Franklin Parks reserves the right to cancel the event if the fees, damage deposit and Certificate of Insurance, (naming the City of Franklin as the additional insured in an amount of not less than one million dollars \$1,000,000.00) have not been received in the Parks Dept. Administrative Office 30 days prior to the scheduled reservation date.
- ✓ The Damage Deposit will be refunded within 10 working days after the event has occurred providing no damage or unreasonable cleaning is required as determined by City of Franklin Park staff.
- ✓ In order to receive a full refund of fee's cancellations must be made in writing to the City of Franklin Parks Department, P.O. Box 305, Franklin, TN 37065, 30 days prior to the date of your event. If written cancellation is received in our office less than 30 days prior to your event the Parks Department will retain 15% of the rental fee, and refund the damage deposit in full. All application fees are non-refundable.

AVAILABILITY, DECORATIONS AND DISPLAYS (Indoor/Outdoor)

- ✓ Applicants/Event organizers must be 21 years or older. Events organized specifically for age groups under 21 must be chaperoned at a ratio of 1 adult per 10 youth.
- ✓ Event application may be made up to 364 days in advance of the activity and no less than 30 (thirty) days of requested reserved date for group participation of 199 or less; 90 (ninety) days for group participation of 200 or more.
- ✓ City of Franklin and City of Franklin Parks sponsored events have precedence over all groups.
- ✓ All live entertainment, DJ's and any amplified sound may be permitted only after getting prior written approval from the Parks Dept. Director. Noise must be maintained within City of Franklin Codes and Ordinance acceptable levels at all times. Ordinance #10-301.2 & #301.3 stipulates that amplified sound must not exceed 60 decibels and be silenced at 10:00pm. City of Franklin reserves the right to monitor and regulate the volume of amplified sound.
- ✓ Glass containers including drinking glasses, bottles, jars, etc. are prohibited on the property.
- ✓ A copy of this signed Facility Rental Policy/Terms and Conditions must be provided to any vendors, planners, and related parties associated with the event to insure they are familiar with guidelines.
- ✓ Parks Dept. employees are NOT authorized to sign for or accept any deliveries or pickups. A person involved with the activity must accept all deliveries within their reserved time.



- ✓ City of Franklin Parks does not provide any storage for equipment or supplies. All rental equipment must be removed from the premises immediately following the event.
- ✓ City of Franklin Parks does not provide tables or chairs for any event. The City of Franklin Parks Dept. has compiled a "Preferred Vendor" list that is available upon request.
- ✓ Smoking is prohibited inside any barns and buildings and within 25 feet of any doorway or window. Please use cigarette urns provided. **DO NOT THROW CIGARETTES, CIGARS, ETC. ON THE GROUND, IN THE FLOWER BEDS OR INTO THE GRASS.**
- ✓ Decorations may be permitted however Parks Programming Division must approve all plans for decorations. All props must be free standing. Nails, staples, tacks etc. may not be used on the walls, ceiling, or windows. Masking tape or Gaffers tape is allowed but no clear tape. Decorations must be approved 30 days prior to the event.
- ✓ All candles must be contained in a globe. No open flames are allowed under any circumstances. Wax drippings causing damage or clean up labor will result in the loss of the Damage Deposit.
- ✓ Only birdseed and real flower petals may be thrown outside. Rice, glitter, confetti, smoke or bubble effects, airborne streamers and the like are prohibited.
- ✓ Set up and cleanup is the responsibility of the Client and/or Caterer. Everything brought onto the premises is to be removed at the conclusion of the event. If usage exceeds the agreed upon rental time period, a late fee will be charged at a rate of \$100 per hour beyond the booked end time.
- ✓ All trash must be bagged and placed in containers provide by the Parks Dept. All boxes need to be flattened and placed in the containers. Do not leave trash on top of the containers or on the ground.
- ✓ Any tents and/or awnings must be inspected and permitted by the City of Franklin Fire Department. It is the responsibility of the Client to obtain these permits prior to the event. Please call (615) 791-3270 Monday through Friday, 8am-5pm
- ✓ Any additional power supply or generator must be inspected and permitted by the City of Franklin Codes Department. It is the responsibility of the Client to obtain the application forms, pay application fees, acquire permit and arrange for inspection prior to the event. Please call (615) 794-7012 for more information.
- ✓ Event signage may be placed in locations, designated by the Parks Dept., the day of the event. All signage MUST be removed at the conclusion of the event.



FOOD AND BEVERAGE

- ✓ Alcoholic beverages may only be sold by an ABC licensed caterer or a non-profit organization that has received a Special Occasion Permit from the Tennessee Alcoholic Beverage Commission , contact may be made by calling 741-1602.
- ✓ Alcoholic beverages may only be served to persons 21 years or older and must be served by a licensed bartender (this includes champagne toasts). Open container law will be strictly enforced.
- ✓ If a non-profit chooses to sell beer or take donations on beer, a special permit must be obtained by applying with the City of Franklin Beer Board, contact may be made by calling 791-3217.
- ✓ When alcohol is served, the client is required to add the City of Franklin as the additional insured and include an Alcohol Liability Insurance Rider to the Certificate of Liability showing coverage of a minimum of \$1,000,000.
- ✓ The term "sold" refers to: (1) cash bar, and (2) events that charge admission and serve, give away, or sell alcohol during the event, including previous ticket sales.
- ✓ Client must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. City of Franklin Parks reserves the right to evict from the premises any member of any party, who because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Clients are held responsible for the behavior of their guests, and any damage to the property caused by a guest.
- ✓ Client may choose to use any fully licensed and insured caterer. All caterers must have a business license and possess the proper permits required by the City of Franklin. Caterer shall comply with all city, county, and state foodservice and/or health regulations and laws.
- ✓ All catering and food suppliers must provide a minimum \$1,000,000.00 per occurrence Certificate of Liability Insurance with the City of Franklin named as the additional insured. Certificate of Insurance must also include Workers Compensation.
- ✓ The Park at Harlinsdale Farm DOES NOT have a kitchen, therefore, all caterers must come prepared to serve and cleanup on a "self-contained" basis. All catering and food supplies must be removed at the conclusion of the event. City of Franklin is not responsible for any items left on the premises.
- ✓ Outdoor grilling is confined to a specific area, designated by the Parks Department. Commercial size charcoal grills and gas/propane grills only. Do not leave grills unattended. Disposal of hot or cold coals on the property is prohibited.

OVERFLOW PARKING

- ✓ Overflow/grass parking areas will be designated by Parks Department. Parks Department retains right to cancel/deny approval of overflow/grass parking due to weather conditions as early as the day of the event.
- ✓ Parks Department does not provide lighting or parking attendants.

LIABILITY AND INSURANCE

- ✓ The City of Franklin has the right to full access to the facility at any time.
- ✓ Client does 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, including death, to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence, known or unknown, 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
- ✓ **IMPORTANT:** All guests must stay in rented areas of The Park at Harlinsdale Farm at all times, (before, during & after) the event.
- ✓ Use of amusement rentals or props (e.g. carnival games and rides, dance floors, stages, sumo wrestling suites, inflatable attractions, casino nights, etc...) must have prior written approval from the Parks Director accompanied by a Certificate of Insurance for general liability naming the City of Franklin as additionally insured in an amount of not less than one million dollars (\$1,000,000.00) and when applicable, a Certificate of Worker's Compensation (if operators will be on site) by the rental company.
- ✓ The City of Franklin Parks Dept. at its sole discretion may cancel/suspend the use of the facility by the group or individual if found to be in non-compliance with the established policies and procedures. The City of Franklin Parks Dept. reserves the right to refuse clients the privilege of renting the facility if the client and/or client's guest rental history was disruptive, out of compliance or the requested use is unacceptable to the Parks Director.
- ✓ Individuals and organizations must be able to demonstrate a reasonable degree of control and responsibility for the conduct of all guests. The City reserves the right to require one or more City of Franklin police officers or other emergency personnel are present at any and all events that occur within the city limits. Please budget for this request at a rate of \$40.00 per hour at a minimum of two (2) hours.

The signing of these Guidelines means you have reviewed these Guidelines and accept them in their entirety.

FORCE MAJEURE: The City of Franklin is not responsible for any occurrence beyond our control including but not limited to Acts of God, outbreak of hostilities, insurrection, riot, civil disturbance, fires, floods or other natural disasters, the results of which may not be charged against the City of Franklin.

Jared Bowlin DATE: 3/2/15
Event Coordinator/Client (Please print name)

Jared T Bowlin
Event Coordinator/Client Signature

Anna Shuford, Parks and Recreation Superintendent

Signature



January 15, 2015

Mr. Paul Holzen, Director
Engineering Department
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

Re: Franklin First United Methodist Church
COF# 2665

Dear Mr. Holzen:

The purpose of this letter is to request the City of Franklin provide an offset of fees levied and roadway improvements associated with the construction of our new facility near the intersection of Mack Hatcher Parkway and Franklin Road. The Church paid \$102,153.00 in Facilities Tax and \$169,504.00 in Road Impact Fees, totaling \$271,657.00.

The Church has invested in the development of the improvements at the intersection of Mack Hatcher Parkway and Spencer Creek Road. These improvements include the dedication of ROW for the new cul-de-sac (Aldersgate Way) which provides access to the church property, the city-owned property to the west, and the ROW reservation along the Church's western property boundary to the Harlinsdale Park boundary. Additionally, modifications to Mack Hatcher Parkway include dual westbound left turn lanes onto Aldersgate Way, a single eastbound deceleration/turn lane onto Aldersgate Way, modifications to the traffic signal, and construction of Aldersgate Way. The costs associated with this work are itemized as follows:

Grading, Drainage, and Pavement for Mack Hatcher Improvements:	\$235,825.00
Signal Modifications	\$ 80,558.00
Signal Design Fee (RPM Transportation Group)	\$ 9,000.00
Roadway Design Fees (BCA)	\$ 20,500.00
Aldersgate Way Construction (new Cul-de-sac)	<u>\$110,000.00</u>
Total:	\$455,883.00

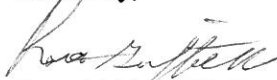


The above numbers do not include the cost of dedicating ROW (0.391 acres) for Aldersgate Way, the 50 foot ROW reservation (1.64 acres) for a future local road along the western property boundary the Church has agreed to provide, and the construction of the greenway path (\$18,000) and pedestrian bridge (\$54,443) connecting the Mack Hatcher path to the south side of Spencer Creek. The cost of the property was \$5,800,000.00 for 107 acres resulting in a unit price per acre of land of \$54,205.60/acre. The sum of land dedicated or reserved equals 2.031 acres at a value of \$110,091.57.

We believe the physical improvements we have invested in are beneficial to the city today and in the future. Therefore, we respectfully request consideration of relief from the road impact fees paid to obtain our building permit and fifty (50) percent of the costs of the roadway improvements listed in paragraph two.

We appreciate your consideration and look forward to hearing from you. Please do not hesitate to contact me at (615) 390-9169 with any questions or concerns.

Sincerely,



Ronald H. Griffeth

Chairman

FFUMC Building Committee

cc: Dr. Lynn Hill, Senior Pastor
Mr. Brad Wilson, Vice Chair
Mr. Jeff Hooper, Project Engineer

RESOLUTION 2015-28

A RESOLUTION TO APPROVE A FUNDING REQUEST FROM FRANKLIN FIRST UNITED METHODIST CHURCH

WHEREAS, the Board of Mayor and Aldermen (BOMA) for the City of Franklin, Tennessee (City) unanimously approved Resolution 2010-40, A Resolution Approving a Concept Plan for Franklin First United Methodist Church, Totaling 106.15 Acres Located at 111 Daniel McMahon Lane at the July 27, 2010, Board of Mayor and Aldermen meeting; and

WHEREAS, Franklin First United Methodist Church was required to construct an 8' wide multi-use trail and pedestrian bridge and to construct a public street off Mack Hatcher Parkway to serve its property with an access driveway to serve the adjacent property (Map 063 Parcel 02101) currently owned by the City; and

WHEREAS, Franklin First United Methodist Church has provided the BOMA with a cost estimate of \$72,443 for the construction associated with the 8' wide multi-use trail and pedestrian bridge; and

WHEREAS, Franklin First United Methodist Church has provided the BOMA with a cost estimate of \$14,550 for the construction associated with the access driveway to serve the property (Map 063 Parcel 02101) currently owned by the City of Franklin, TN.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the City Administrator shall be authorized to reimburse Franklin First United Methodist Church based on actual cost for the improvements listed in Option C as shown on Attachment A. Said reimbursements shall be funded from the City's Hotel/Motel Tax Fund for the multi-use trail and pedestrian bridge and from the City's General Fund for the access driveway.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that prior to any reimbursement, Franklin First United Methodist Church shall be required to submitted reliable information related to the final costs of construction of each improvement listed above to

include: invoices and contracts associated with the infrastructure improvements, copies of checks to show proof of payment and notarized release of lien.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2015

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

Dr. Ken Moore
Mayor

Approved as to Form

By:_____

Shauna R. Billingsley
City Attorney

Resolution 2015-28
Attachment A – Funding Request Reimbursement Scenarios

Option A

\$72,443 Multi-use trail and pedestrian bridge

Option B

\$14,550 Public access to serve a property (Map 063 Parcel 02101) currently owned by the City of Franklin, TN

Option C

\$86,993 Multi-use trail / pedestrian bridge and public access to serve a property (Map 063 Parcel 02101) currently owned by the City of Franklin, TN

February 27, 2015
File 35968-00

Ms. Lisa Clayton, Director
City of Franklin Parks Department
P.O. Box 305
Franklin, Tennessee 37065

RE: Citizen Survey Results

Dear Ms. Clayton:

Attached is a summary of the results of the survey completed as a part of the comprehensive master plan for your Department. The survey was conducted by BWSC team member ETC/Leisure Vision in November/December of 2014. As you know, the questions on the survey were developed jointly with you and our planning team to gain specific knowledge from the citizens of Franklin regarding key issues that were to be addressed in the comprehensive planning process.

The survey was mailed to a statistically random sample of 3,000 households throughout the City. About two weeks after the survey was mailed, ETC/Leisure Vision began contacting households by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone.

In order to be statistically valid, the goal was to obtain a minimum of 400 completed surveys. This goal was exceeded with a total of 730 surveys completed. This demonstrates the significant interest that the residents of Franklin have in the future of your Department. The survey results have a 95% confidence level with a precision rate of +/-3.6%.

The statistically valid survey is an important tool in developing the recommendations for the master plan. It provides us with information from the general population, not just from special interest groups who are more likely to participate and provide input on issues that affect them. It provides a true picture of the opinions of the general population regarding issues affecting the future of the Department.

The results provide information regarding the public's perception of existing programs and facilities, their use of the facilities, how they learn about programs and activities, the benefits provided, how well the existing facilities and programs meet their needs, what actions they would support to improve the system and specifically which new facilities they feel are important to be developed.

The results of the survey, along with information gathered from the 12 focus groups, the public meeting and benchmarking of similar recreation departments in other cities will be used to establish the Level of

Service standards that will guide the recommendations in the plan for future parkland acquisition, improvements to existing facilities and development of new facilities and programs.

Mr. Ron Vine with ETC/Leisure Vision will present the results of the survey to the Board of Mayor and Aldermen and will be available to answer any questions they have regarding the survey methodology and results.

Sincerely,



Steven A. Fritts, ASLA, LEED AP BD+C
Vice President

City of Franklin

Community Interest and Opinion Survey **Executive Summary Report**

Overview of the Methodology

ETC/Leisure Vision conducted a City of Franklin Community Interest and Opinion Survey Fall of 2014 to help establish park and recreation priorities within the City of Franklin. The survey was designed to obtain statistically valid results from households throughout the City of Franklin. The survey was administered by mail, web and phone.

ETC/Leisure Vision worked extensively with the City of Franklin officials in the development of the survey questionnaire. This work allowed the survey to be tailored to issues of strategic importance to help plan the future system.

A six-page survey was mailed to a random sample of 3,000 households throughout the City of Franklin. Approximately three days after the surveys were mailed each household that received a survey also received an automated voice message encouraging them to complete the survey. In addition, about two weeks after the surveys were mailed ETC/Leisure Vision began contacting households by phone. Those who had indicated they had not returned the survey were given the option of completing it by phone.

The goal was to obtain a total of at least 400 completed surveys. ETC/Leisure Vision met that goal with a total of 730 surveys completed. The results of the random sample of 730 households have a 95% level of confidence with a precision rate of at least +/-3.6%.

The following pages summarize major survey findings.

Major Findings:

- ❖ **How Respondent Households Rate the Importance of Parks, Recreation Services, and Open Space to the Quality of Life in the City of Franklin:** Sixty-five percent (65%) of respondent households rate the overall importance of parks, recreation services, and open space as *very important* to the quality of life in Franklin. Other ratings include: Important (29%), somewhat important (3%), neutral (2%), and not important (1%).
- ❖ **City of Franklin Parks & Recreation Locations Respondent Households Have Visited During the Past 12 Months:** Seventy-two percent (72%) of respondent households have visited *Pinkerton Park* over the past 12 months. Other parks and recreation locations visited include: Jim Warren Park (54%), the park at Harlinsdale Farm (45%), and Fort Granger Park (29%).
- ❖ **How Respondent Households Rate the Overall Physical Condition of ALL City of Franklin Parks & Recreation Locations they Have Visited Over the Past 12 Months:** Fifty-three percent (53%) of respondents who have visited City of Franklin parks and recreation locations rated the overall physical condition as *good*. Other ratings include: Excellent (43%) and fair (4%).
- ❖ **Programs or Activities of the City of Franklin Parks & Recreation Department that Respondent Households Have Participated in During the Past 12 Months:** Sixty-five percent (65%) of respondent households have participated in *walking and running trails* over the past 12 months. Other programs or activities respondents have participated in include: Farmers Market (60%), community events (45%), fitness and wellness programs (24%), and arts, culture and historical programs (21%).
- ❖ **How Respondent Households Rate the Overall Quality of ALL City of Franklin Parks & Recreation Programs they Have Participated in Over the Past 12 Months:** Fifty percent (50%) of respondent households who participated in programs rated the overall quality as *good*. Other ratings include: Excellent (46%) and fair (4%).
- ❖ **Service Providers that Respondent Households Have Used for Indoor and Outdoor Recreation Activities During the Last 12 Months:** Sixty-five percent (65%) of respondent households have used the *City of Franklin Parks and Recreation Department* for indoor and outdoor recreation activities during the past 12 months. Other organizations used include: Williamson County Parks and Recreation Department (60%), Homeowners Associations Park and Facilities (46%), and YMCA (35%).

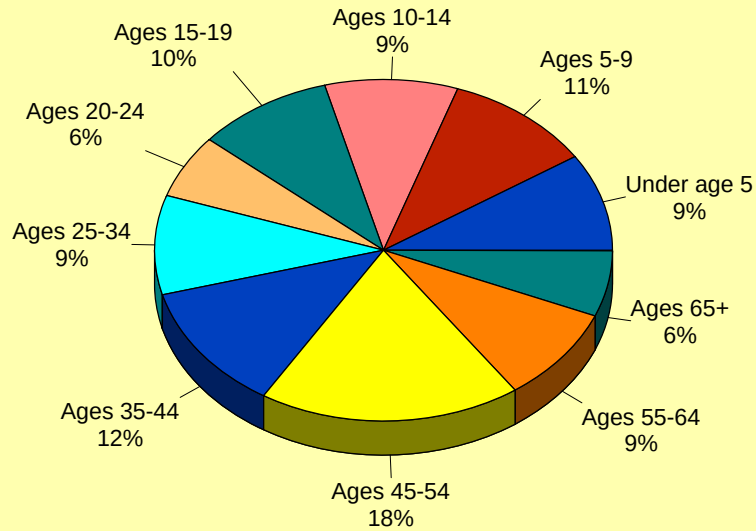
- ❖ **Ways Respondent Households Currently Learn About Franklin Parks & Recreation Programs and Activities:** Thirty-eight percent (38%) of respondent households indicated that they learn about the City of Franklin parks and recreation programs and activities through the *newspaper*. Other ways include: Social media (38%), Franklin Parks and Recreation website (35%), and fliers at recreation facilities (25%).
- ❖ **Respondent Households Level of Agreement with the Benefits Being Provided by Parks, Trails, and Recreation Facilities and Services:** Based on the percentage of respondents who either “strongly agree” or “agree,” 97% agree with the benefit of *improved physical health and fitness*. Other similar levels of agreement include: Make Franklin a more desirable place to live (96%), preserve open space and the environment (93%), increase property values in surrounding area (89%), and promote youth and development (89%).
- ❖ **Benefits that are Most Important to Respondent Households:** Based on the sum of respondent households top three choices, 71% indicated the benefit of *improved physical health and fitness* was the most important to their household. Other most important benefits include: Make Franklin a more desirable place to live (46%) and preserve open space and the environment (45%).
- ❖ **Households that Have a Need for Trails, Nature Areas and Open Space Facilities:** Eighty-seven percent (87%) or 20,867 households indicated a need for *sidewalks for walking, biking, or running in neighborhoods*. Other most needed items include: Paved walking and biking trails linking parks, schools, & other destinations (78% or 18,727 households), paved walking and biking trails in parks (77% or 18,463 households), and natural areas for open space (74% or 17,814 households).
- ❖ **Trails, Nature Areas and Open Space Facilities that Are Most Important to Households:** Based on the sum of respondent households top four choices, 64% indicated *sidewalks for walking, biking, or running in neighborhoods* as the most important facility. Other most important facilities include: Paved walking and biking trails linking parks, schools, & other destinations (61%), paved walking and biking trails in parks (49%), and natural areas for open space (34%).
- ❖ **Reasons that Prevent Respondent Households from Walking or Riding Bicycles in the City of Franklin More Often:** Fifty-one percent (51%) of households indicated that they are prevented from walking or riding bicycles in the City of Franklin more often because *traffic on streets is fast or congested*. Other reasons include: Not safe to ride a bicycle (43%), no trails to connect to other areas (39%), no safe walking area for pedestrians (36%), streets are too narrow (29%), and trails are too far from our residence (27%).

- ❖ **Biggest Barriers to Respondent Households not Walking or Riding Bicycles More Often in the City of Franklin More Often:** Based on the sum of respondent households top two choices, 38% indicated *traffic on streets is fast or congested* as the biggest barrier. Other barriers include: Not safe to ride a bicycle (34%), no safe walking area for pedestrians (26%), no trails to connect to other areas (20%), trails are too far from our residence (18%), and streets are too narrow (15%).
- ❖ **Are You Aware that the City of Franklin is Working with Other Communities in the Area to Plan a Regional System of Trails and Open Space for Walking, Biking, and Horseback Riding, and to Protect Plant and Animal Habitat?** Eighty-five percent (85%) of respondent households indicated that they were not aware and 15% of households indicated that were aware of the initiative.
- ❖ **Households that Have a Need for Park and Recreation Facilities:** Sixty-two percent (62% or 14,833 households) indicated a need for *indoor fitness and exercise facilities*. Other most needed facilities include: Playgrounds (51% or 12,357 households), indoor walking and running track (50% or 11,948 households), outdoor swimming activities/pools (48% or 11,563), and Indoor swimming activities/pools ((45% or 10,746 households).
- ❖ **Parks and Recreation Facilities that Are Most Important to Households:** Based on the sum of respondent households' top four choices, (38%) indicated *indoor fitness and exercise facilities* as the most important. Other most important facilities include: Playgrounds (29%), fishing areas (21%), and an off-leash dog park (21%).
- ❖ **Development Guidelines that are the Most Important in Planning and Developing Parks in Franklin:** Based on the sum of respondent households' top two choices, 81% indicated that *conservation of park resources* was the most important. Other most important development guidelines include: Preservation of park resources (52%) and recreational development (43%).
- ❖ **Respondent Households Level of Support for Actions that Franklin Parks & Recreation Department Could Take to Improve the Park System:** Based on the percentage of respondents who indicated that they were “very supportive” or “somewhat supportive,” 90% indicated that they were supportive of the City of Franklin Parks and Recreation Department to *develop new walking, hiking, and biking trails*. Other similar levels of support include: Finish the multi-use trail along Harpether River (83%), enhance community parks through upgraded and new recreation amenities (80%), and upgrade playgrounds and amenities in existing parks (78%).

- ❖ **Items Respondent Households Indicated as the Most Important for the City of Franklin Parks & Recreation Department to Develop:** Based on the sum of respondent households top three choices, 57% indicated that the most important item for the City of Franklin Parks and Recreation Department to *develop new walking, hiking, and biking trails*. Other most important items include: Finish developing the trail along Harpeth River (37%), enhance community parks through upgraded and new recreation amenities (29%), upgrade playgrounds and amenities in existing parks (27%), and develop a bicentennial park in Downtown Franklin (26%).
- ❖ **How Respondent Households Would Allocated \$100 if Available for City of Franklin Parks, Trails, Sports, and Recreation Facilities:** Respondents would allocated the majority of the money to both acquisition and development of walking and biking trails (\$30.00) and improvements and maintenance of existing parks, pools, and recreation facilities (\$29.00). Respondents would allocated the remaining funds in the following manner: Acquisition of new parkland and open space (\$18.00), development of new indoor facilities (\$14.00), construction of new sports fields (\$7.00), and other means (\$2.00).
- ❖ **How Willing Respondent Households are to Pay Some Increase in Taxes to Fund the Types of Parks, Trails, Recreation, and Sports Facilities that Are the Most Important to their Household:** Forty percent (40%) of respondent households indicated that they are *somewhat willing* to pay some increase in taxes to fund the types of parks, trails, recreation, and sports facilities that are the most important to their households. Other levels of willingness include: Not sure (28%), not willing (17%), and very willing (15%).
- ❖ **Respondent Household Satisfaction with the Overall Value their Household Receives from the City of Franklin Parks & Recreation Department:** Forty-four percent (44%) indicated that they were *somewhat satisfied* with the overall value their households received from the City of Franklin Parks and Recreation Department. Other ratings include: Very satisfied (40%), neutral (13%), and somewhat dissatisfied (3%).

Q1. Number of People Living in Respondent Households

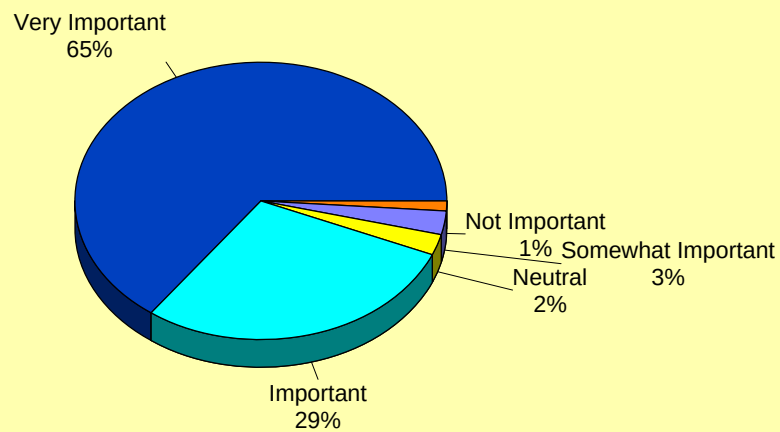
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q2. How Respondent Households Rate the Importance of Parks, Recreation Services, and Open Space to the Quality of Life in the City of Franklin

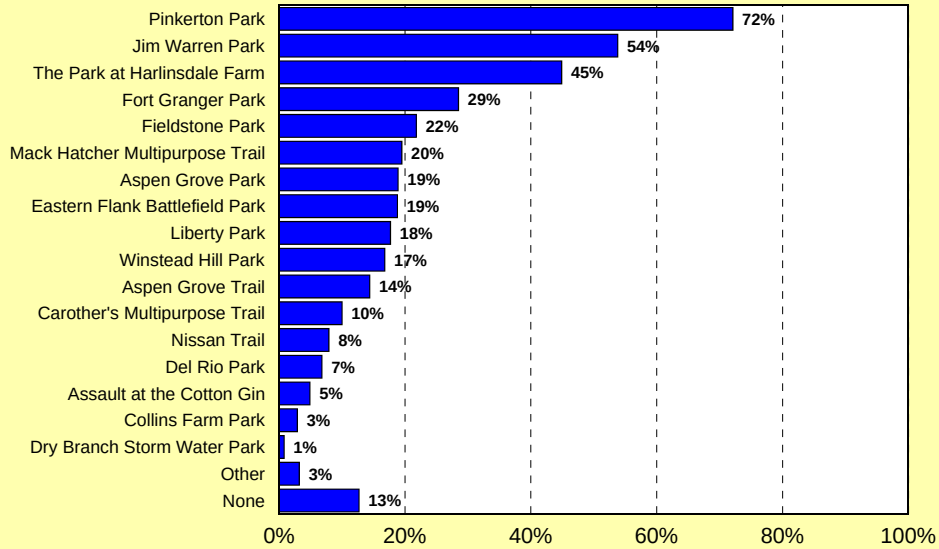
by percentage of respondents (excluding don't know)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q3. City of Franklin Parks & Recreation Locations Respondent Households Have Visited During the Past 12 Months

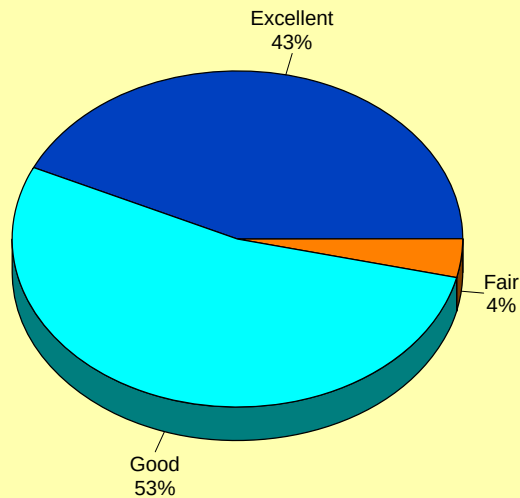
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q3a. How Respondent Households Rate the Overall Physical Condition of ALL City of Franklin Parks & Recreation Locations they Have Visited

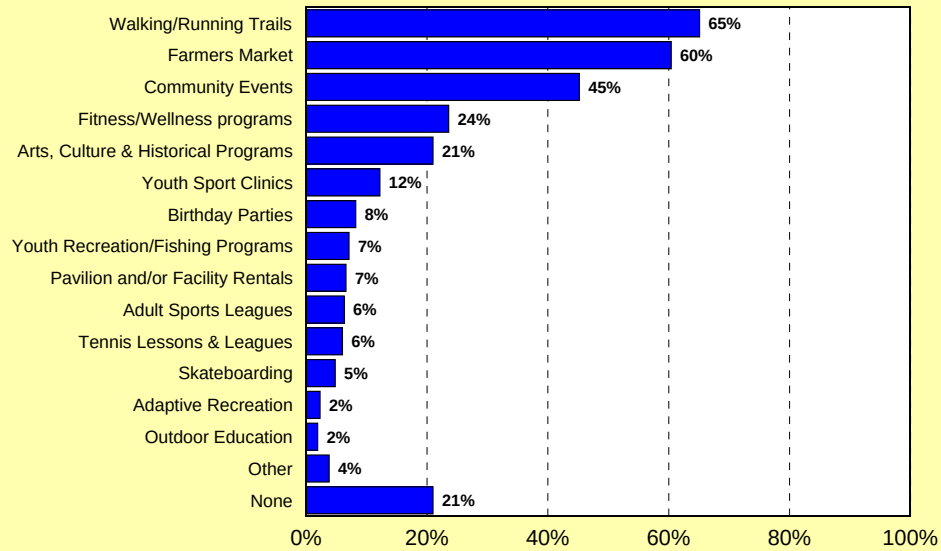
by percentage of respondents (who visited over the past 12 months; excluding don't know)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q4. Programs or Activities of the City of Franklin Parks & Recreation Department that Respondent Households Have Participated in During the Past 12 Months

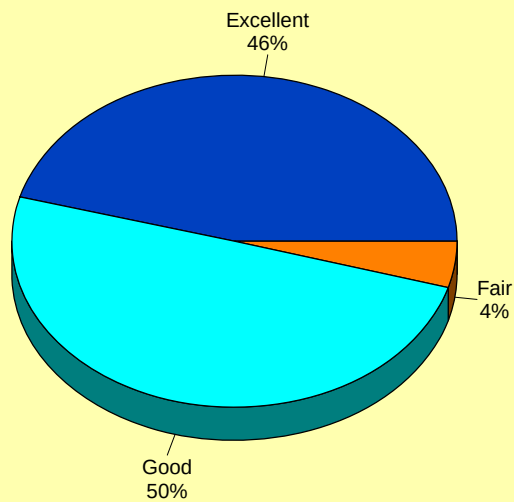
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q4a. How Respondent Households Rate the Overall Quality of ALL City of Franklin Parks & Recreation Programs they Have Participated in

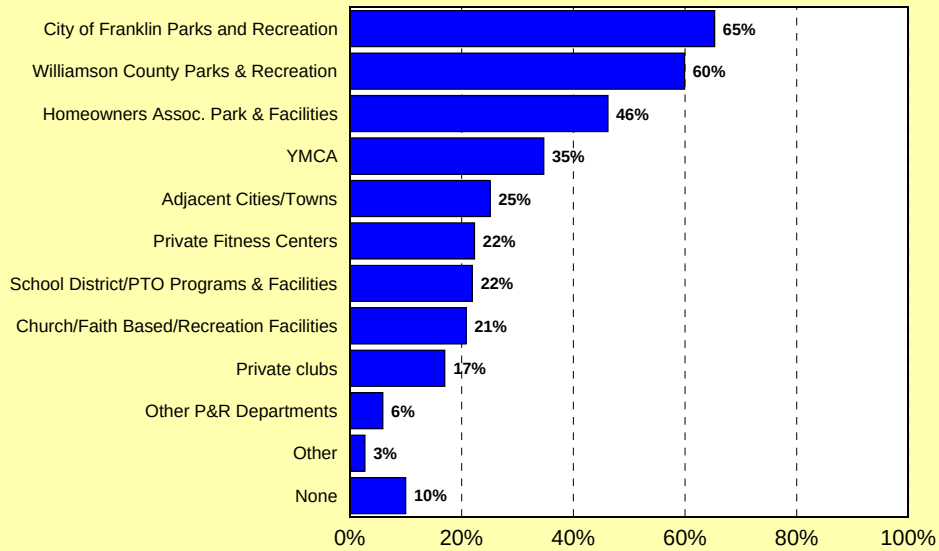
by percentage of respondents (who participated over the past 12 months; excluding don't know)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q5. Service Providers that Respondent Households Have Used for Indoor and Outdoor Recreation Activities During the Last 12 Months

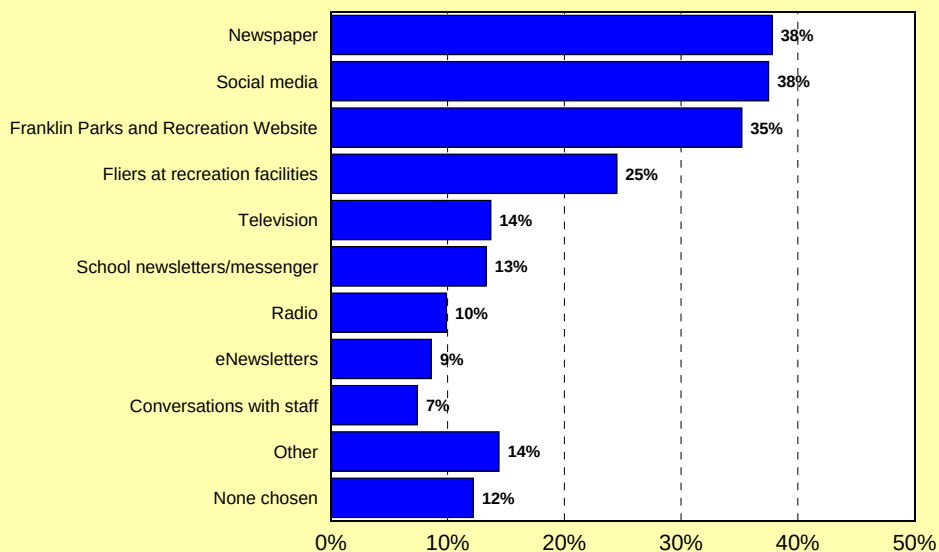
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q6. Ways Respondent Households Currently Learn About Franklin Parks & Recreation Programs and Activities

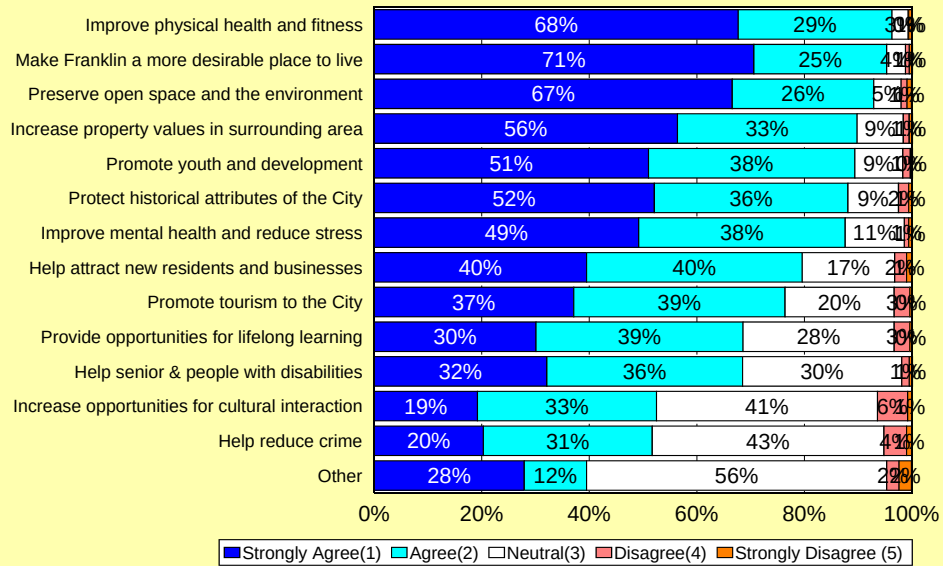
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q7. Respondent Households Level of Agreement with the Benefits Being Provided by Parks, Trails, and Recreation Facilities and Services

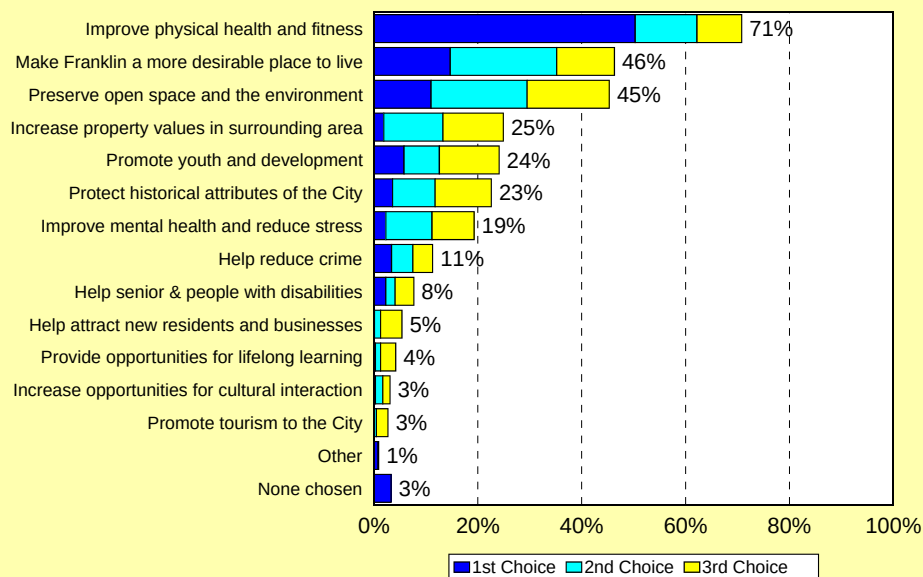
by percentage of households



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q8. Benefits that are Most Important to Respondent Households

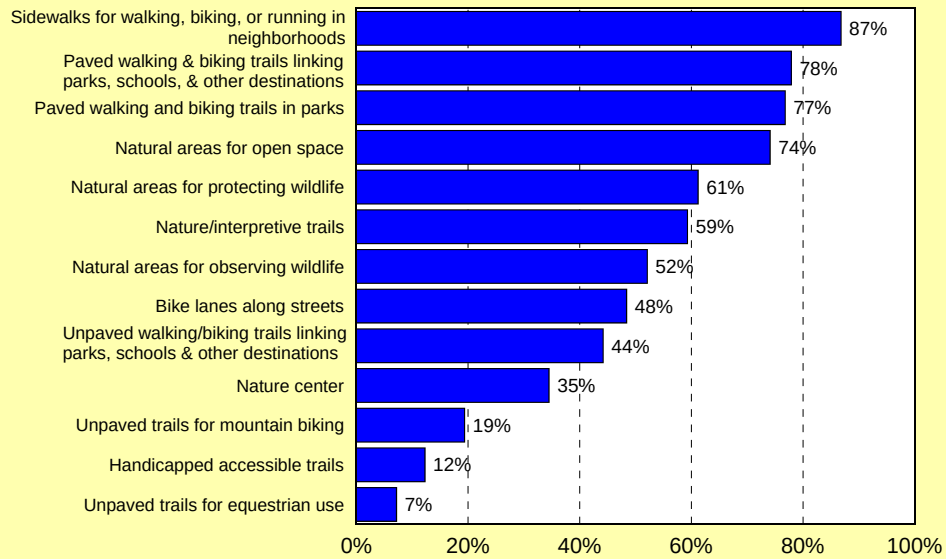
by percentage of respondents who selected the item as one of their top three choices



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q9. Households that Have a Need for Trails, Nature Areas and Open Space Facilities

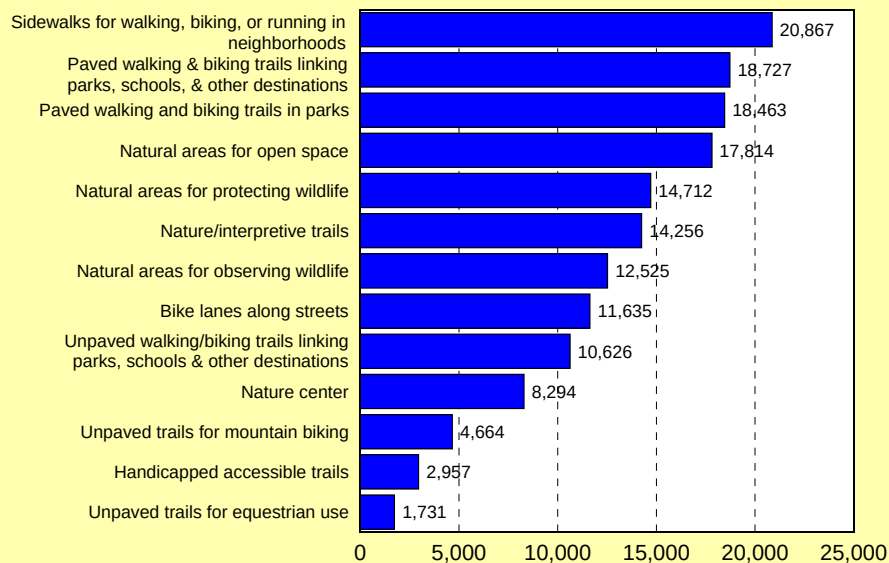
by percentage of respondents (multiple choices could be made)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q9a. Estimated Number of Households in the City of Franklin that Have a Need for Trails, Nature Area and Open Space Facilities

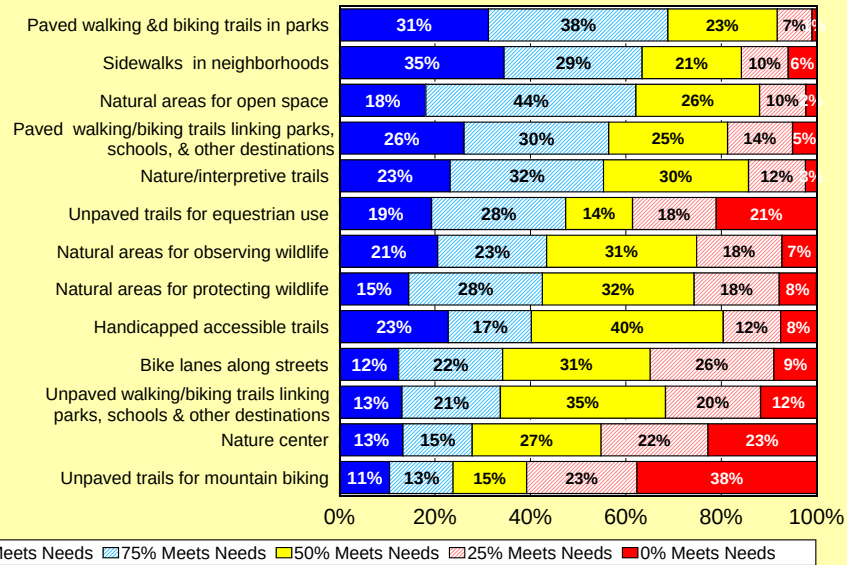
by number of households based on 24,040 households in the City of Franklin



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q9b. How Well Trails, Nature Areas and Open Space Facilities in the City of Franklin Meet the Needs of Households

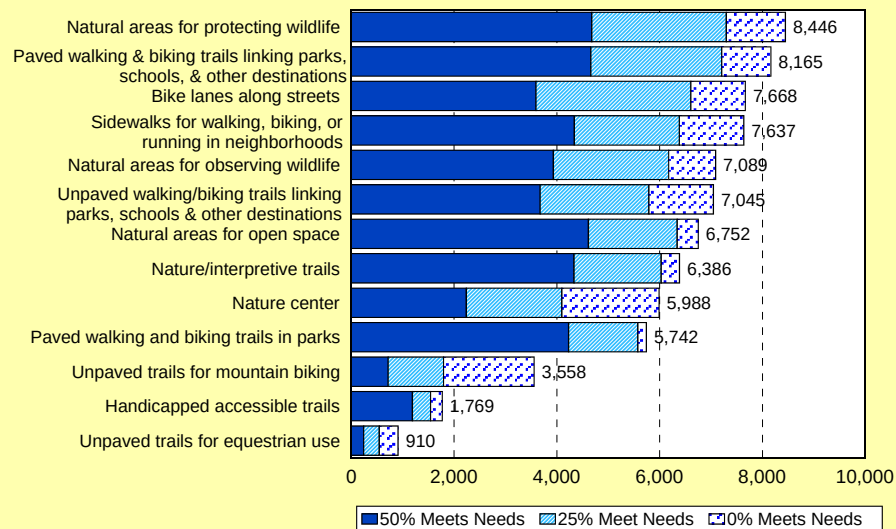
by percentage of households that have a need for programs



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q9c. Estimated Number of Households in the City of Franklin Whose Needs for Trails, Nature Areas and Open Space Facilities Are Only Being 50% Met or Less

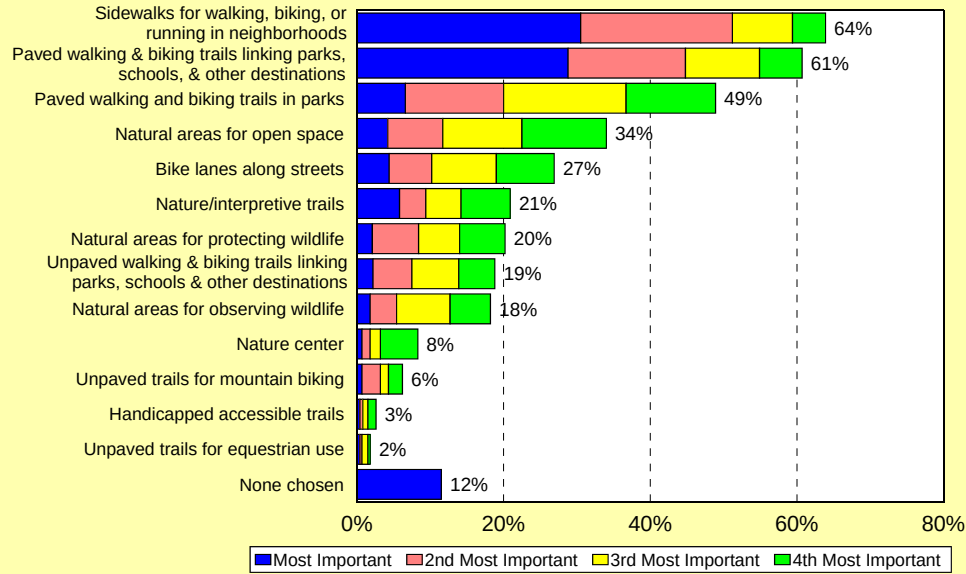
by number of households based on 24,040 households in the City of Franklin



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q10. Trails, Nature Areas and Open Space Facilities that Are Most Important to Households

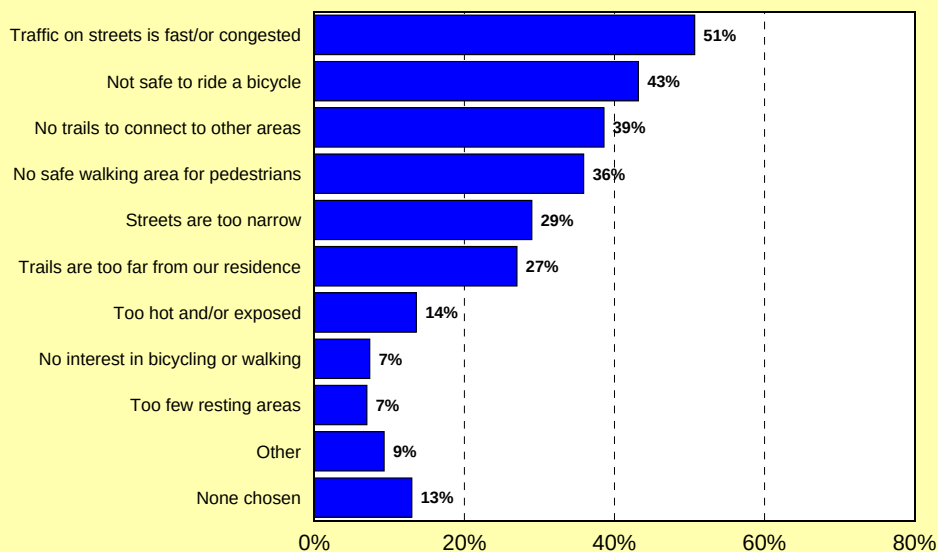
by percentage of respondents who selected the item as one of their top four choices



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q11. Reasons that Prevent Respondent Households from Walking or Riding Bicycles in the City of Franklin More Often

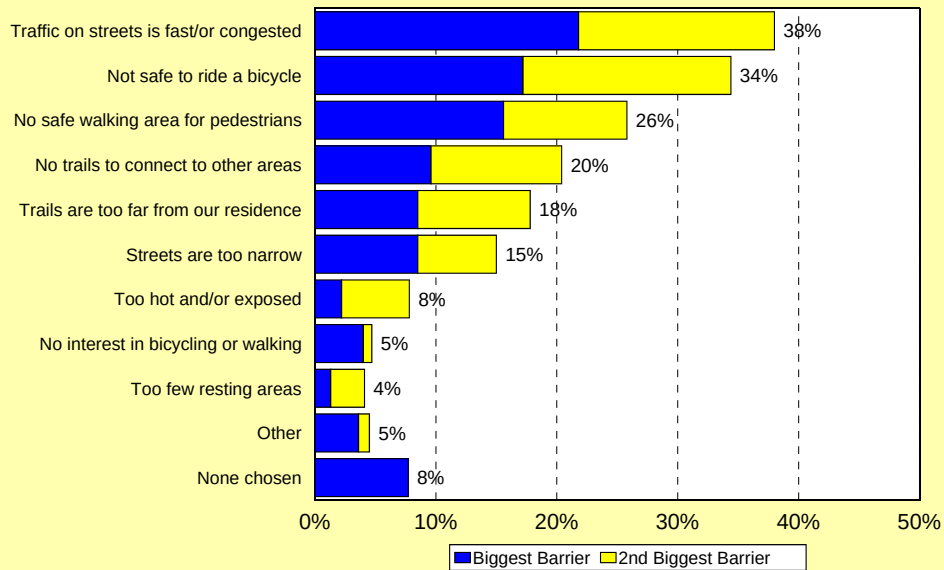
by percentage of respondents (multiple selections possible)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q12. Biggest Barriers to Respondent Households not Walking or Riding Bicycles More Often in the City of Franklin

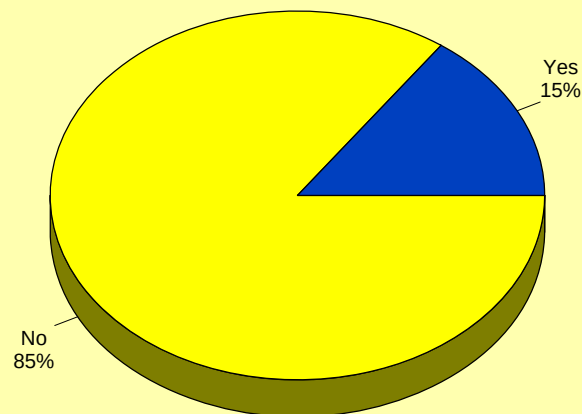
by percentage of respondents who selected the item as one of their top two choices



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q13. Are You Aware that the City of Franklin is Working with Other Communities in the Area to Plan a Regional System of Trails and Open Space for Walking, Biking, and Horseback Riding, and to Protect Plant and Animal Habitat?

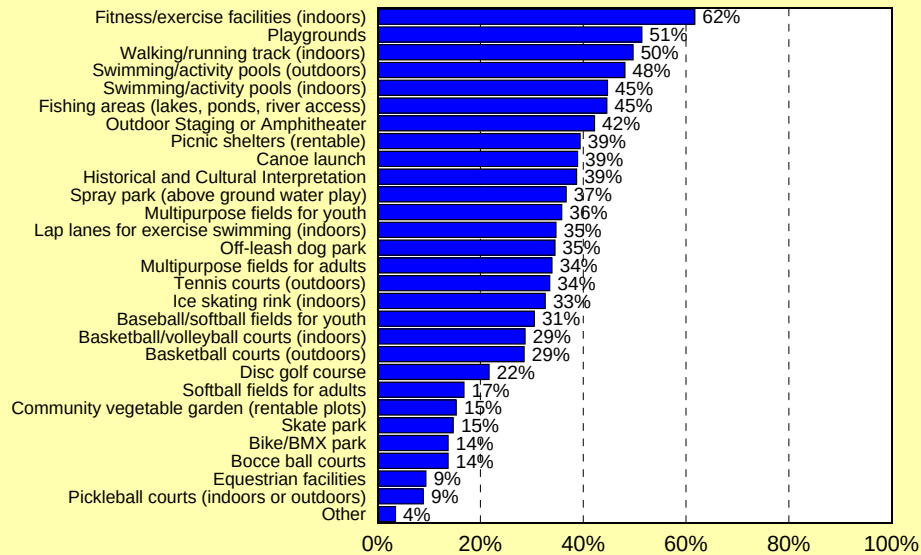
by percentage of respondents (without don't know)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q14. Households that Have a Need for Park and Recreation Facilities

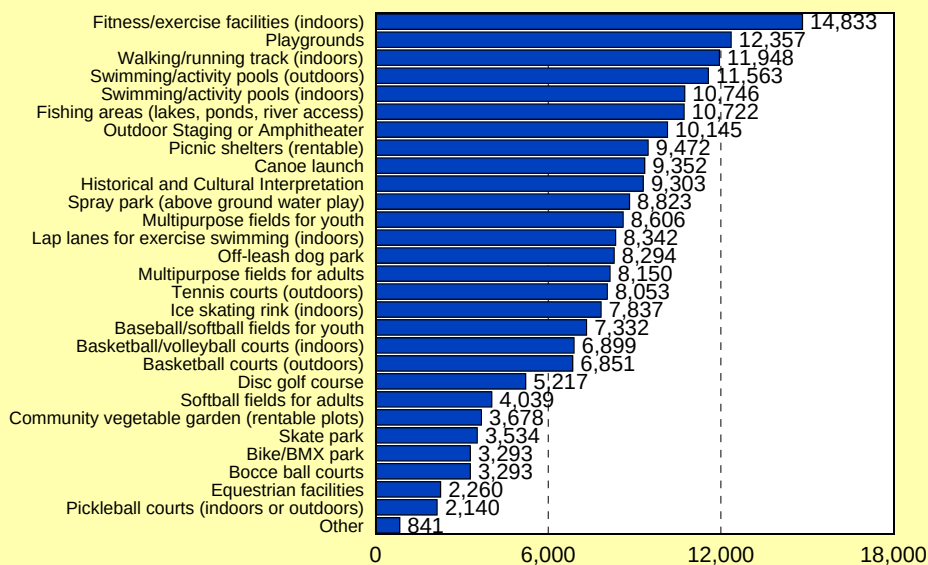
by percentage of respondents (multiple choices could be made)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q9a. Estimated Number of Households in the City of Franklin that Have a Need for Parks and Recreation Facilities

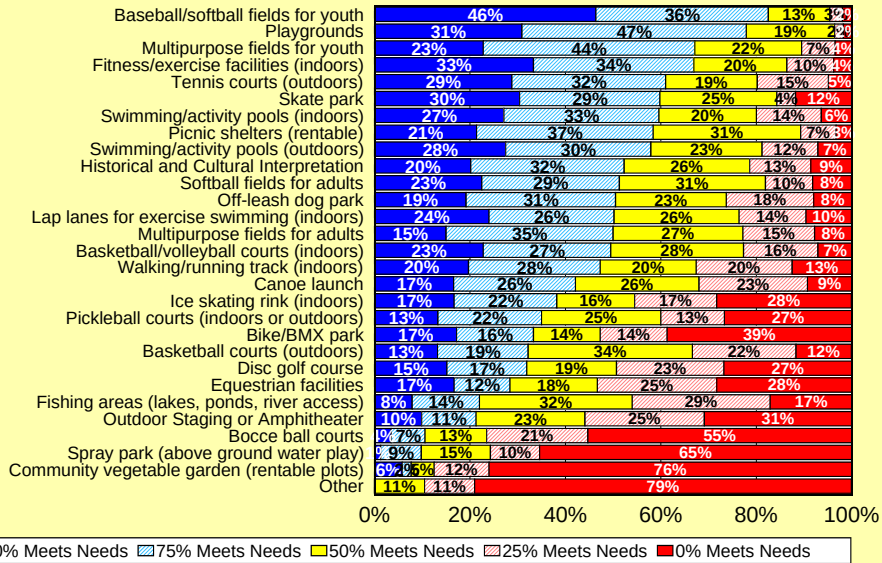
by number of households based on 24,040 households in the City of Franklin



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q9b. How Well Parks and Recreation Facilities in the City of Franklin Meet the Needs of Households

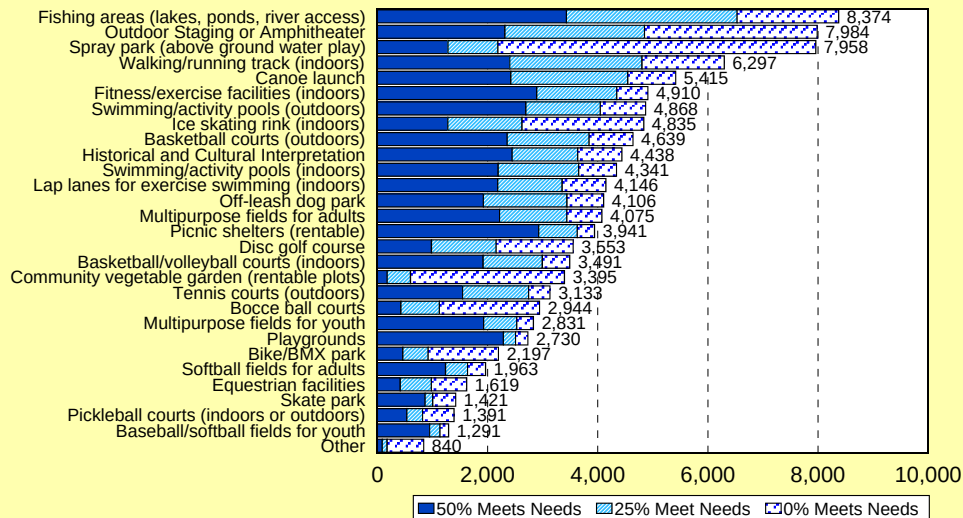
by percentage of households that have a need for programs



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q9c. Estimated Number of Households in the City of Franklin Whose Needs for Parks and Recreation Facilities Are Only Being 50% Met or Less

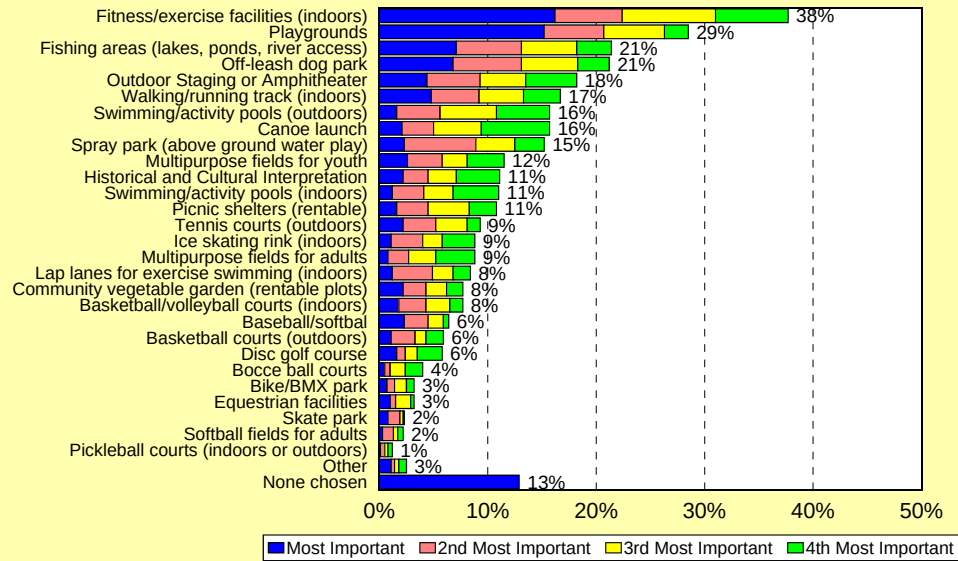
by number of households based on 24,040 households in the City of Franklin



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q15. Parks and Recreation Facilities that Are Most Important to Households

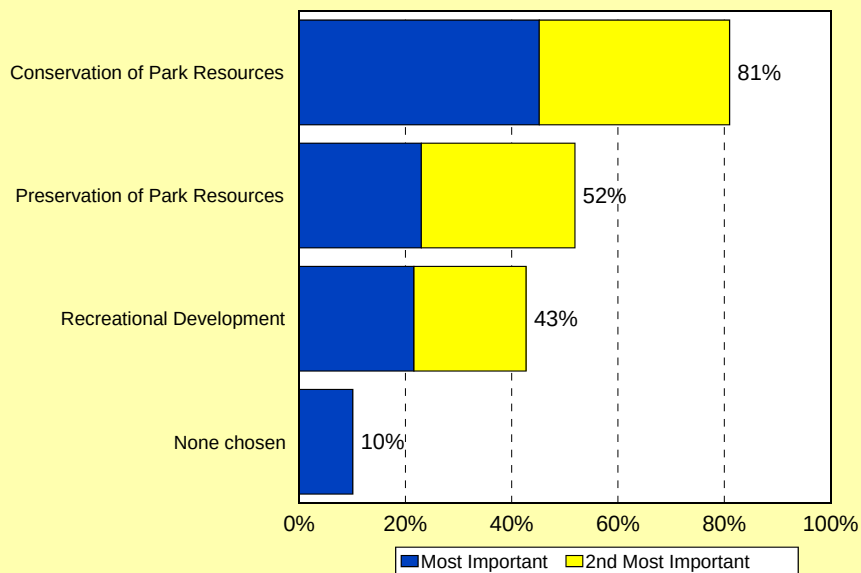
by percentage of respondents who selected the item as one of their top four choices



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q16. Development Guidelines that are the Most Important in Planning and Developing Parks in Franklin

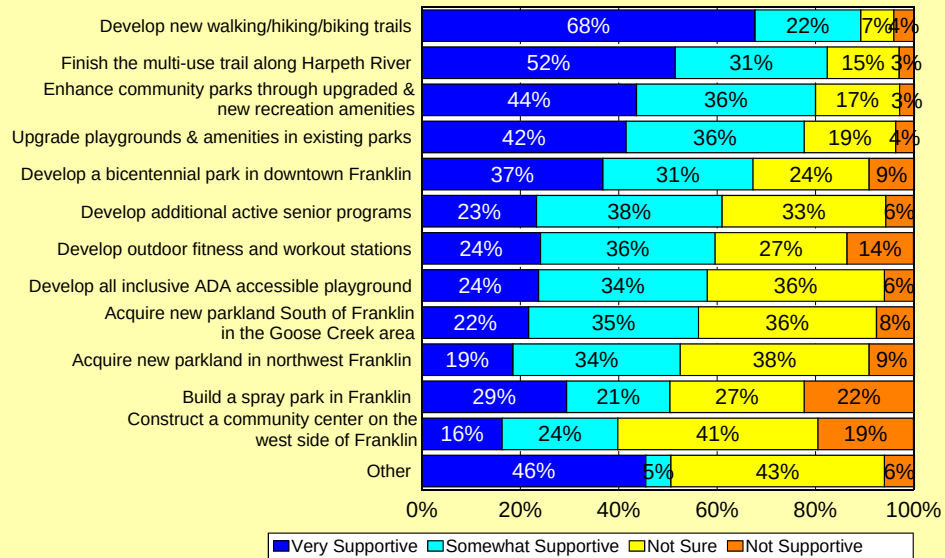
by percentage of respondents who selected the item as one of their top two choices



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q17. Respondent Households Level of Support for Actions that Franklin Parks & Recreation Department Could Take to Improve the Park System

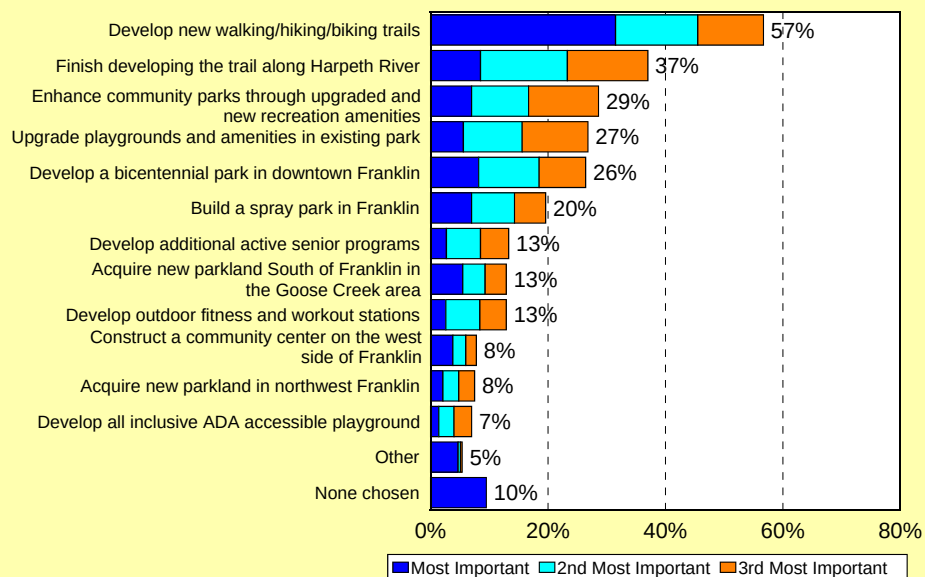
by percentage of households (excluding don't know)



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q18. Items Respondent Households Indicated as the Most Important for the City of Franklin Parks & Recreation Department to Develop

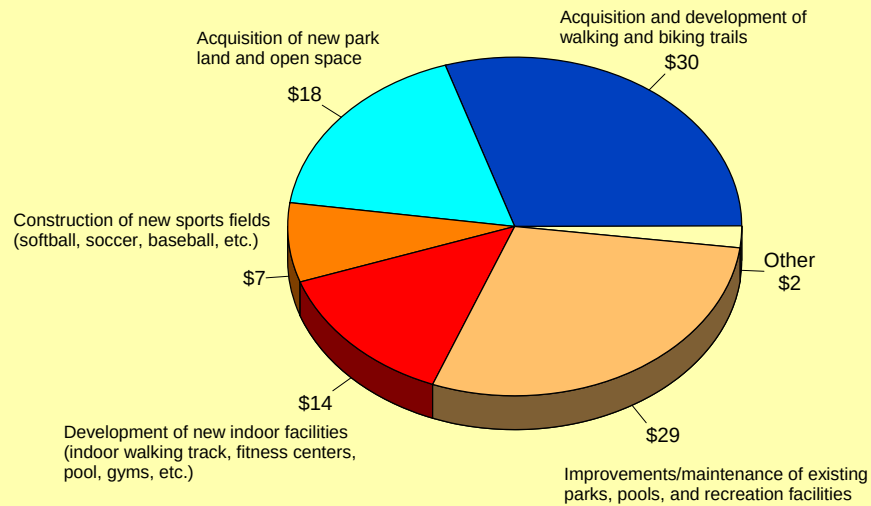
by percentage of respondents who selected the item as one of their top three choices



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q19. How Respondent Households Would Allocated \$100 if Available for City of Franklin Parks, Trails, Sports, and Recreation Facilities

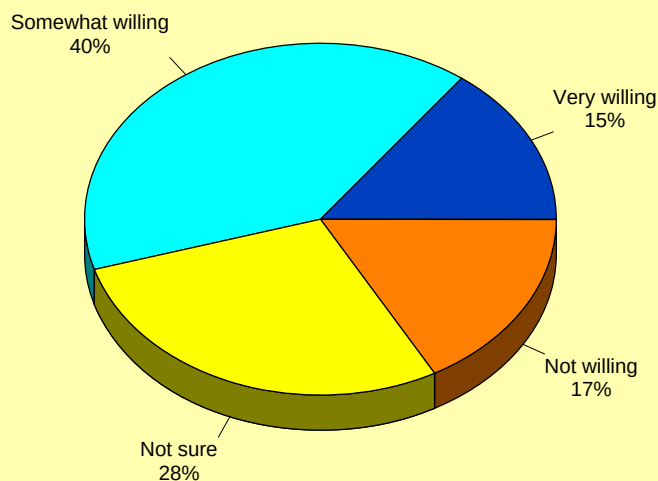
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q20. How Willing Respondent Households are to Pay Some Increase in Taxes to Fund the Types of Parks, Trails, Recreation, and Sports Facilities that Are the Most Important to their Household

by percentage of respondents (excluding not provided)

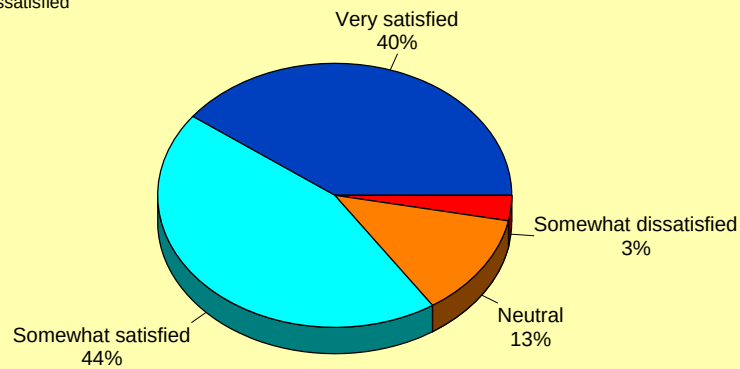


Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q21. Respondent Household Satisfaction with the Overall Value their Household Receives from the City of Franklin Parks & Recreation Department

by percentage of respondents (excluding don't know)

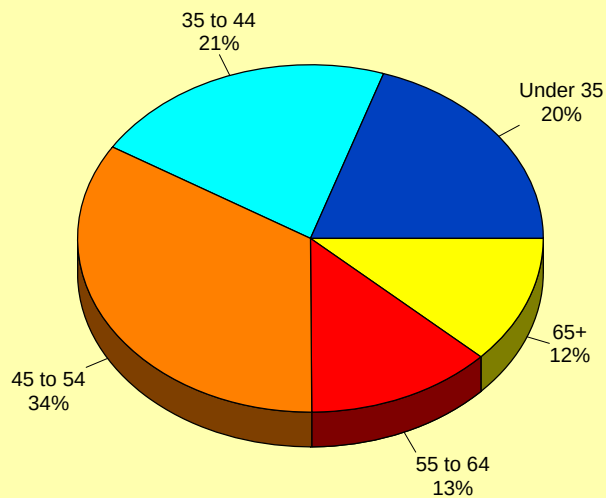
Less than 1% indicated
Very Dissatisfied



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q22. Demographics: Age of Respondent

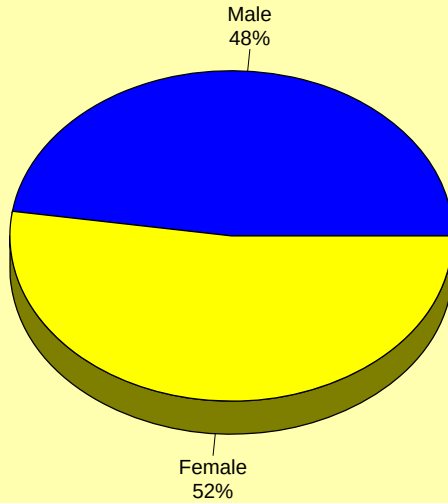
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q23. Demographics: Gender of Respondent

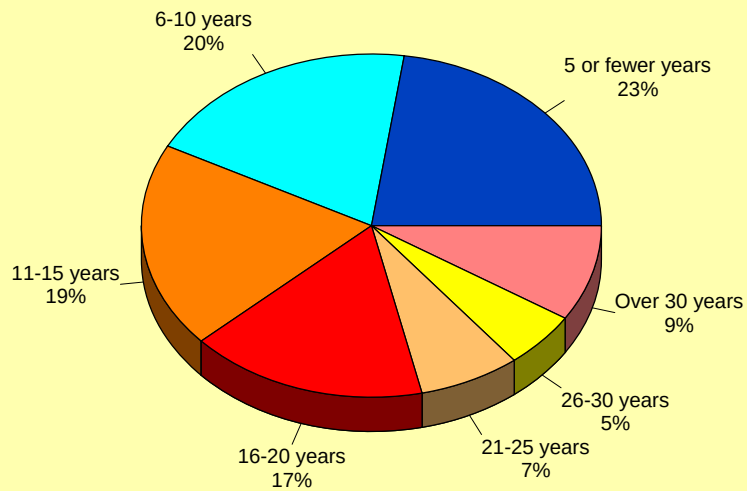
by percentage of respondents



Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)

Q24. Demographics: Years Lived in the City of Franklin

by percentage of respondents (without not provided)

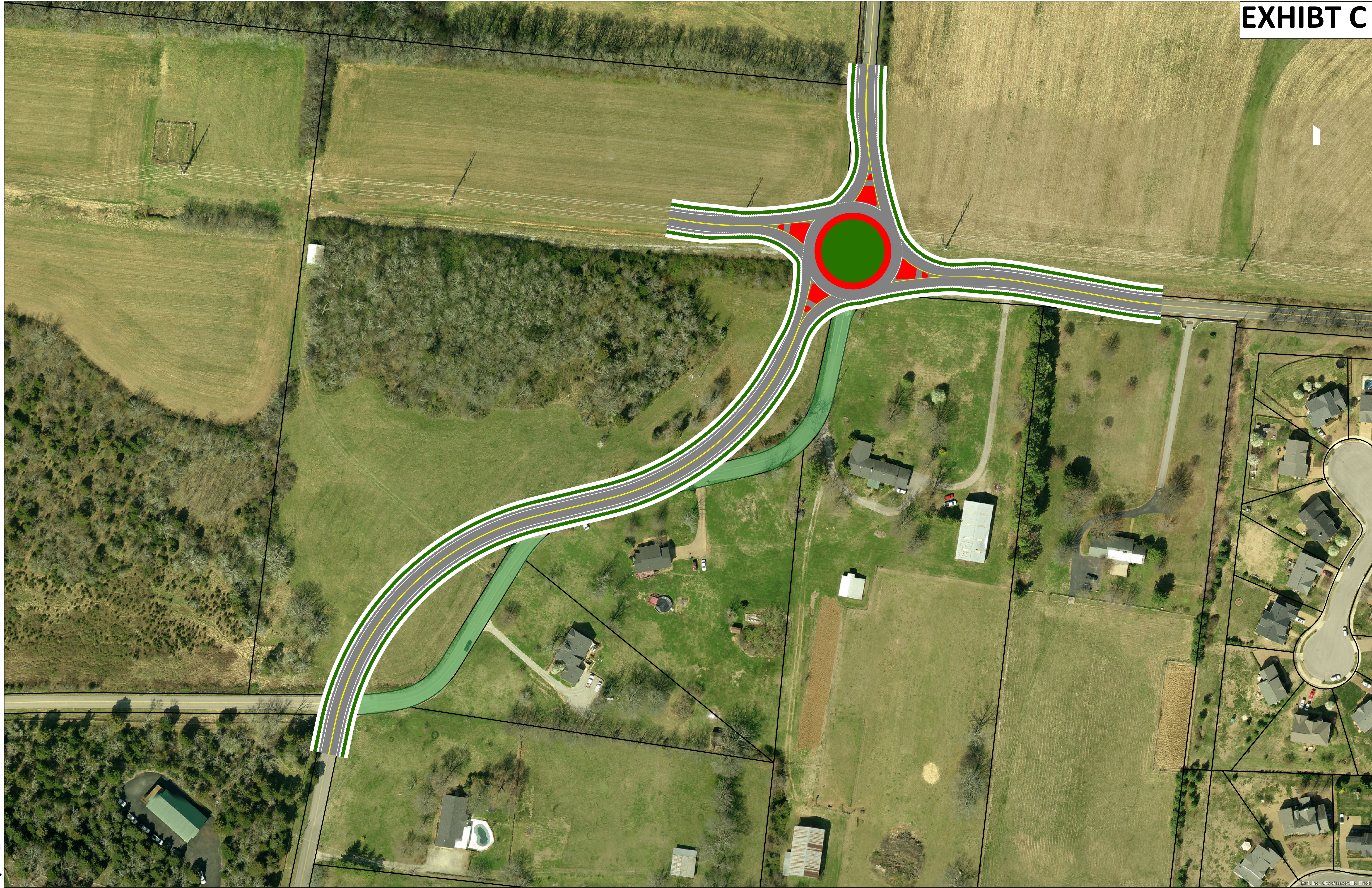


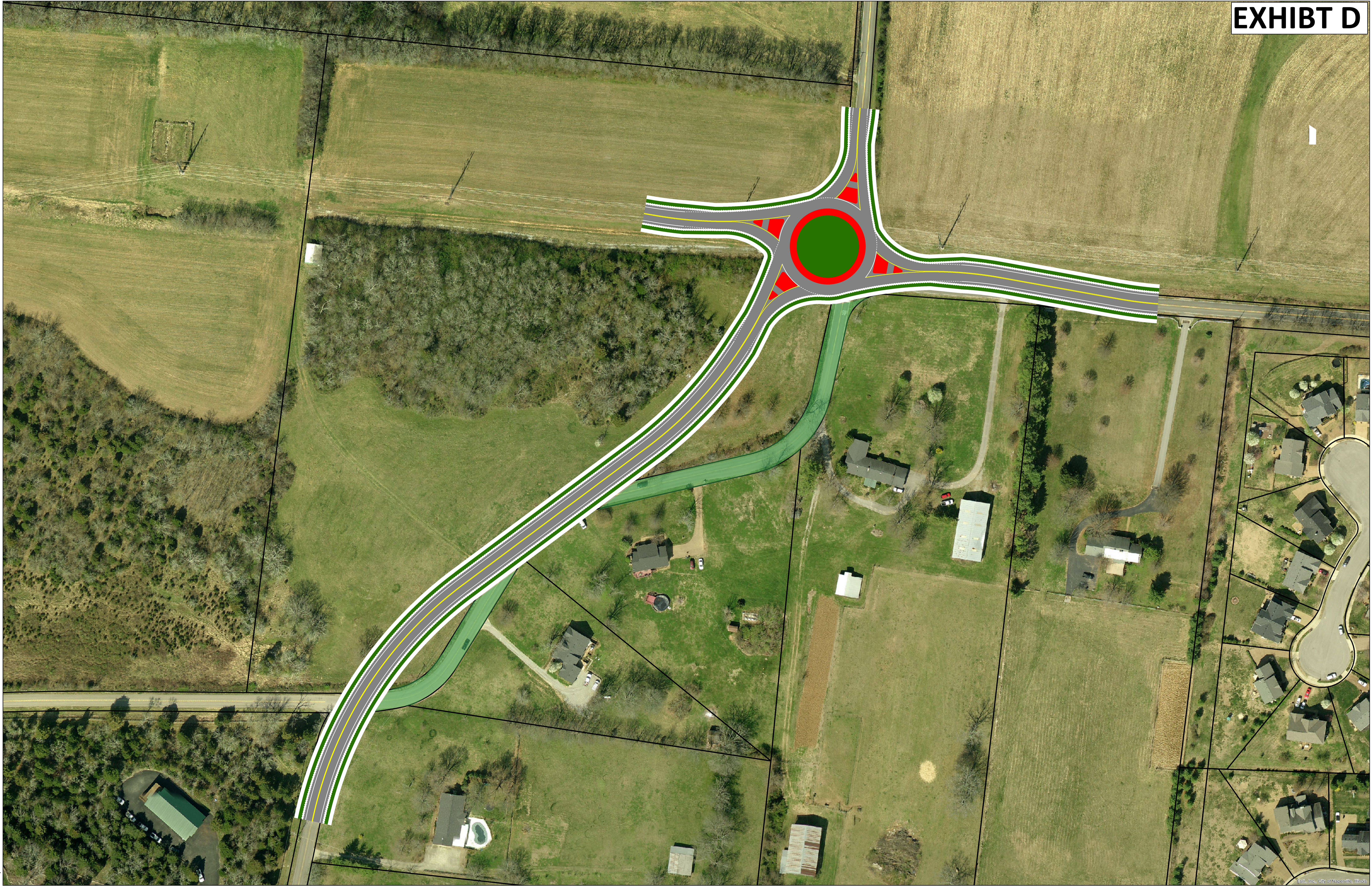
Source: Leisure Vision/ETC Institute for the City of Franklin (January 2014)



1048 CARLISLE LANE
CONCEPT PLAN EXHIBIT TO ACCOMPANY REZONING REQUEST
FRANKLIN, TN

DATE: FEBRUARY 9, 2015





Future Roundabout at the
intersection of Carlisle
Lane and Del Rio Pike





Del Rio Pike Extension

Del Rio Pike

Smith Alternative

Retirement Home Site

Dead End

© 2015 Google

Carlisle Lane

Old Charlotte

Google earth

1997

Property in Franklin

Imagery Date: 4/25/2014 35°56'15.11" N 86°54'19.48" W elev 699 ft eye alt 2455 ft

Dorinda Carlisle Smith
8305 Staples Trace Road
Glen Allen, VA 23060

April 12, 2015

Ann Petersen, At Large Alderman
400 Chesterfield Place
Franklin, TN 37064

RE: Proposed Realignment of Carlisle Lane

Dear Ms. Petersen:

Thank you for letting me speak at the public hearing on Thursday, April 9, concerning the property being most impacted by the City proposals for the realignment of Carlisle Lane, and I hope you will consider my alternative proposal.

Exhibit B of the City's proposal will impact my property four times:

1. The roundabout
2. The cul de sac
3. Del Rio Pike extension
4. The realignment which bisects the tract where I want to build

Since 1998, my siblings and I have been asked to give easements and land for the development of the city six times: water, sewer, gas, two power line easements as well as the taking of land for Mack Hatcher. I ask you; haven't we given enough?

One important question that needs to be asked is: would the City pursue this action if Mack Hatcher had a completion date? Once Mack Hatcher is finished, traffic will cease to use Carlisle Lane as a cut through. Is the City going to go to the expense and effort for something that will not be needed eventually?

My proposal moves the realignment further to the west to traverse my sister's land northward until it intersects with the Del Rio Pike extension. She has no intention of building on her land and plans to sell it, likely to a developer. This proposal was actually her idea, so she will not fight the City as long as she receives fair market value. Should the City agree with this proposal, they could require any developer who purchases my sister's tract to proffer the building of the road to the point it intersects Del Rio Pike extension. I have included a rudimentary drawing of my proposal.

Should this proposal be acceptable, I will not fight the extension of Del Rio Pike nor a reasonable and fair roundabout as long as I receive fair market value for the property. However, I will fight the City over the current proposals as they will prevent me from building my retirement home as I have planned for 40 years. I

have been told on several occasions that the City is trying to establish the long term plan and has no approval to acquire the property. However, should you approve one of the City's proposals, it is questionable if I will be granted a building permit. If that is true, the land becomes worthless because no one will be able to build on it.

Dana and Tim Gill, residents on Carlisle Lane and also impacted by one or more of the proposals, support my alternative as it would make the current routing of Carlisle Lane a dead end before it connects with Del Rio Pike.

Please consider my alternative proposal when this comes up for a vote and let me come home to Franklin when I retire.

Thanking you for your consideration, I remain

Sincerely yours,

Dorinda Carlisle Smith
(804)357-2358

enclosure

cc: Eric Stuckey, City Administrator
Paul Holzen, City Engineer
Dana and Tim Gill
Nancy Carlisle Englehardt
Joshua R. Denton, esq.

Carlisle Lane Alignment Study
Public Hearing Meeting Minutes
April 9, 2015

A public meeting was held on April 9th, 2015 at 6:30 PM in the City Hall Boardroom. The purpose of this meeting was to finalize the preliminary alignment so that staff can reserve the necessary right-of-way for future improvements as this area of the City continues to develop. There is no funding or plan to move forward with design, right-of-way or construction. This project will be development driven. Following a short staff presentation staff opened the meeting up for questions and comments. Below is a summary of the questions, answers and comments:

Citizen Comment: It appears the City will be cutting off access to individual residents when the roadway is realigned.

Staff Response: If the City shifts the roadway alignment we will be responsible for providing new access to the new roadway by extending the driveways to.

Citizen Comment: Why can't the roadway remain in its current location?

Staff Response: If the City rebuilds the roadway we will be required to bring it into compliance with current design standards to ensure we are providing a safe roadway. Staffs goal and recommendation was to design a roadway that limited impacts on adjacent property owners.

Citizen Comment: Would this prevent the numerous accidents that occur in the existing S-curve? Individuals are always speeding and running into the ditch.

Staff Response: This is the exact reason why the roadway needs to be brought into compliance with current standards. The proposed roadway alignment will meet current standards and decrease the number of accidents on this stretch of roadway.

Citizen Comment: How would the City address the historic rock wall located along the roadway? It is in need of repair due to the number of cars that have hit the wall over many years.

Staff Response: Typically staff will work with the property owner of the wall to relocate it along the new roadway during construction. This would be addressed during design and right-of-way process.

Citizen Comment: This roadway has a lot of bicycle traffic. We do not think a roundabout is the best solution at this intersection and do not support the roundabout decision.

Staff Response: Roundabouts improve safety and have a significant reduction in fatalities, injuries and crashes. They save money to avoid future traffic signals, signal equipment, power and maintenance. The roundabout would be designed to provide bicycle traffic the option to proceed through the intersection as a vehicle or as a pedestrian. Typically we install a 10' wide trail at the intersection to provide the option for bicycle traffic to safely leave the roadway and act as a pedestrian. The roundabout decision will not be determined until a project is funded.

Citizen Comment: Dorinda Carlisle Smith asked to address the Citizens in attendance. Below is a summary of her comments:

- Her plan is to build her dream house where this roadway is to be constructed. This has been a dream for 40+ years. Franklin is her home and she plans to move back from Virginia to retire here.
- Her father's ashes were buried in the location of the future roadway.
- She has conveyed numerous easements to the City of Franklin, TDOT and various utility agencies. She will fight the City to prevent the proposed roadway alignments.
- As an alternate solution she would asked the City to consider revising the alignment along her western property line and reconnecting the roadway through the Livingfield More Property.
- In general the majority of the property owners in attendance were in support of this idea.

Staff Response: This will need to be evaluated in detail. It will increase right-of-way cost and construction cost but would be considered and presented to our elected officials as an option.

City staff in attendance: Paul Holzen, Jonathan Marston and Eric Stuckey

Elected Official in attendance: Dana McLendon, Margret Martin, Ann Peterson and Clyde Barnhill

**ORDINANCE 2015-04
AS AMENDED**

**TO BE ENTITLED “AN ORDINANCE TO REZONE 2.2 ACRES
FROM ESTATE RESIDENTIAL (ER) DISTRICT TO DETACHED
RESIDENTIAL 2 (R-2) DISTRICT FOR THE PROPERTY
LOCATED AT 1048 CARLISLE LANE.”**

WHEREAS, the City of Franklin, Tennessee encourages responsibly placed density and appropriate base zoning districts for multiple kinds of projects; and

WHEREAS, the proposed R-2 zone would allow for responsible residential development by permitting a maximum residential density based on provision of services and infrastructure.

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

SECTION I: The following described property shall be, and are hereby, zoned Detached Residential 3(R-3):

A certain tract or parcel of land located in the Fifth Civil District of Williamson County, Tennessee, and bound in general by Old Charlotte Road on the North, Chrisman on the East, and McLemore on the West being further described as follows, to-wit:

A triangular tract lying wholly within the Fifth Civil District of Williamson County, Tennessee and bound in general by Old Charlotte Road on the North, Chrisman on the East, and McLemore on the West.

Beginning in the center of Old Charlotte Road in Chrisman’s west line; thence along the center line of said road with the following four calls: South 48 degrees 10 minutes West 90 feet; South 66 degrees 45 minutes West 45 feet, South 74 degrees, 45 minutes West 270 feet, and South 66 degrees 45 minutes West 45 feet; thence along a new staked line South 48 degrees 45 minutes East 512 feet to Chrisman's West line; thence along his West line North 2 degrees 25 minutes East 530 feet to a point of beginning and containing 2.20 acres, more or less.

Zoning Reference Number: 14-02:

Map-Group-Parcel	Acres
064-01400	±2.2
TOTAL	±2.2

SECTION II: 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 requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL:	03/26/2015
PASSED FIRST READING:	05/12/2015
PUBLIC HEARING HELD:	06/09/2015
PASSED SECOND READING:	06/09/2015
PASSED THIRD READING:	07/14/2015

**ORDINANCE 2015-04
AS AMENDED 6/9/2015**

**TO BE ENTITLED “AN ORDINANCE TO REZONE 2.2 ACRES
FROM ESTATE RESIDENTIAL (ER) DISTRICT TO DETACHED
RESIDENTIAL 3 (R-3) DISTRICT FOR THE PROPERTY
LOCATED AT 1048 CARLISLE LANE.”**

WHEREAS, the City of Franklin, Tennessee encourages responsibly placed density and appropriate base zoning districts for multiple kinds of projects; and

WHEREAS, the proposed R-3 zone would allow for responsible residential development by permitting a maximum residential density based on provision of services and infrastructure.

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

SECTION I: The following described property shall be, and are hereby, zoned Detached Residential 3(R-3):

A certain tract or parcel of land located in the Fifth Civil District of Williamson County, Tennessee, and bound in general by Old Charlotte Road on the North, Chrisman on the East, and McLemore on the West being further described as follows, to-wit:

A triangular tract lying wholly within the Fifth Civil District of Williamson County, Tennessee and bound in general by Old Charlotte Road on the North, Chrisman on the East, and McLemore on the West.

Beginning in the center of Old Charlotte Road in Chrisman’s west line; thence along the center line of said road with the following four calls: South 48 degrees 10 minutes West 90 feet; South 66 degrees 45 minutes West 45 feet, South 74 degrees, 45 minutes West 270 feet, and South 66 degrees 45 minutes West 45 feet; thence along a new staked line South 48 degrees 45 minutes East 512 feet to Chrisman's West line; thence along his West line North 2 degrees 25 minutes East 530 feet to a point of beginning and containing 2.20 acres, more or less.

Zoning Reference Number: 14-02:

Map-Group-Parcel	Acres
064-01400	±2.2
TOTAL	±2.2

SECTION II: 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 requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL: March 26, 2015

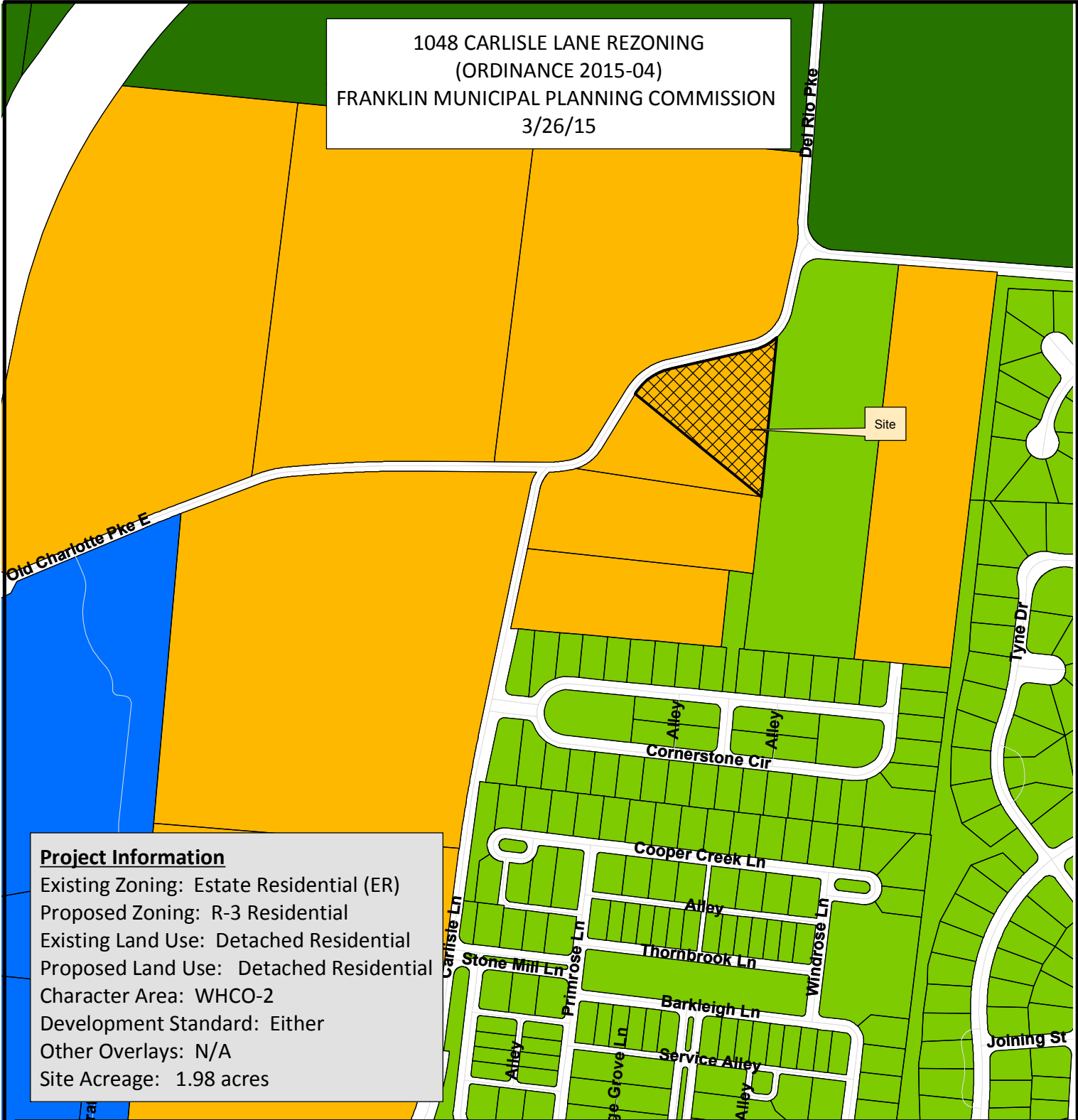
PASSED FIRST READING: May 26, 2015

PUBLIC HEARING HELD: June 9, 2015

AMENDED AND PASSED SECOND READING: June 9, 2015

PASSED THIRD READING:

1048 CARLISLE LANE REZONING
(ORDINANCE 2015-04)
FRANKLIN MUNICIPAL PLANNING COMMISSION
3/26/15



Project Information

Existing Zoning: Estate Residential (ER)
Proposed Zoning: R-3 Residential
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: WHCO-2
Development Standard: Either
Other Overlays: N/A
Site Acreage: 1.98 acres

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



0 250 500 1,000
Feet

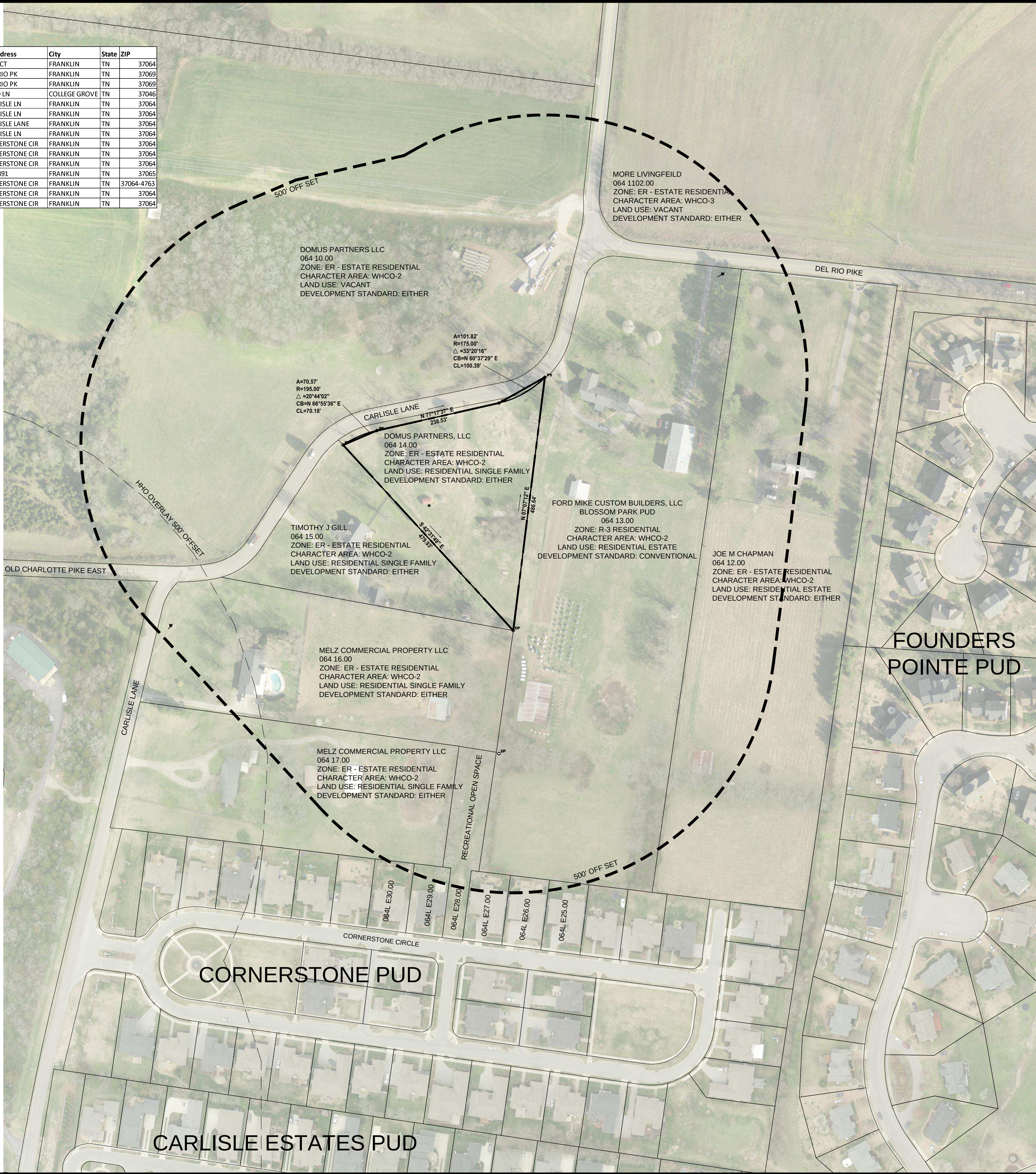
This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2014. All rights reserved.

PRCLID	Owner	Property Address	Owner Address	City	State	ZIP
064--01000	CARLISLE WALTER O III ETAL	OLD CHARLOTTE PK E	108 BASIL CT	FRANKLIN	TN	37064
064--01102	MORE LIVINGFIELD	2984 DEL RIO PK	3050 DEL RIO PK	FRANKLIN	TN	37069
064--01200	CHAPMAN JOE M	3001 DEL RIO PK	3001 DEL RIO PK	FRANKLIN	TN	37069
064--01300	LYNCH DWIGHT	3003 DEL RIO PK	4811 BYRD LN	COLLEGE GROVE	TN	37046
064--01400	LYNCH BILLY TODD	1048 CARLISLE LN	1048 CARLISLE LN	FRANKLIN	TN	37064
064--01500	GILL TIMOTHY J	1044 CARLISLE LN	1044 CARLISLE LN	FRANKLIN	TN	37064
064--01600	MELZ COMMERCIAL PROP LLC	1040 CARLISLE LN	1025 CARLISLE LANE	FRANKLIN	TN	37064
064--01700	MELZ COMMERCIAL PROP LLC	1034 CARLISLE LN	1025 CARLISLE LN	FRANKLIN	TN	37064
064L-E02500	COLVIN GEORGE E	143 CORNERSTONE CIR	143 CORNERSTONE CIR	FRANKLIN	TN	37064
064L-E02600	ROBESON JULIA M	145 CORNERSTONE CIR	145 CORNERSTONE CIR	FRANKLIN	TN	37064
064L-E02700	DARBY WILLIAM	147 CORNERSTONE CIR	147 CORNERSTONE CIR	FRANKLIN	TN	37064
064L-E02800	CORNERSTONE HOMEOWNERS ASSOC INC	CORNERSTONE CIR	PO BOX 1391	FRANKLIN	TN	37065
064L-E02900	BEAM PHYLLIS	151 CORNERSTONE CIR	151 CORNERSTONE CIR	FRANKLIN	TN	37064-4763
064L-E03000	RYAN DOUGLAS J	153 CORNERSTONE CIR	153 CORNERSTONE CIR	FRANKLIN	TN	37064
064L-E03100	PERRY KENNETH D	155 CORNERSTONE CIR	155 CORNERSTONE CIR	FRANKLIN	TN	37064

BOUNDARY:

BEGINNING IN THE CENTER OF OLD CHARLOTTE ROAD, IN CHRISMAN'S WEST LINE, THENCE ALONG THE CENTERLINE OF SAID ROAD WITH THE FOLLOWING FOUR CALLS: SOUTH 48 DEGREES 10 MINUTES WEST 90 FEET; SOUTH 66 DEGREES 45 MINUTES WEST 45 FEET, SOUTH 74 DEGREES 45 MINUTES WEST 270 FEET, AND SOUTH 66 DEGREES 45 MINUTES EAST 512 FEET TO CHRISMAN'S WEST LINE; THENCE ALONG HIS WEST LINE NORTH 2 DEGREES 25 MINUTES EAST 530 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.20 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO GEORGE H. LYNCH AND HIS WIFE IMOGENE LYNCH, BY DEED OF MARION D. ROBINSON ET UX, OF RECORD IN BOOK 485, PAGE 523, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.



SITE DATA:

PROJECT NAME:	1048 CARLISLE LANE REZONING REQUEST
PROJECT NUMBER:	----
SUBDIVISION:	----
LOT NUMBER:	----
ADDRESS:	1048 CARLISLE LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 64, PARCEL 14.00
EXISTING ZONING:	ESTATE RESIDENTIAL - ER
CHARACTER AREA OVERLAY:	WHCO-2
OTHER APPLICABLE OVERLAYS:	----
PROPOSED ZONING:	R2 RESIDENTIAL DISTRICT
APPLICABLE DEVELOPMENT STANDARD:	EITHER
ACREAGE OF SITE:	1.98 AC
SQUARE FOOTAGE OF SITE:	86,336 SF
MINIMUM REQUIRED SETBACKS:	----
FRONT YARD: 15'	
SIDE YARD: 5'	
REAR YARD: 20'	

OWNER / APPLICANT:	DOMUS PARTNERS, LLC
ADDRESS	2043 HUNTERWOOD DRIVE
PHONE	BRENTWOOD, TN 37027
CONTACT	615.268.3686
	PHIL STINSON
PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE
ADDRESS	144 SOUTHEAST PARKWAY
	SUITE 230
	FRANKLIN, TN 37064
OFFICE PHONE	615.975.5765
CONTACT	GREG GAMBLE
EMAIL ADDRESS	GREGGAMBLE209@GMAIL.COM

BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	N/A
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE RATIO:	0.40
INCOMPATIBLE USE BUFFER REQUIRED:	NO
MINIMUM PARKING REQUIRED:	N/A
MAXIMUM PARKING LIMIT:	N/A
PARKING PROVIDED:	N/A
RESIDENTIAL DENSITY:	2.02 DU/A (4 UNITS)
TREE CANOPY:	.22 AC EXISTING
PARKLAND:	N/A
OPEN SPACE:	N/A

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAIN WILL BE SERVED FROM A 12" MAIN IN DEL RIO PIKE.

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. 8" PIPE AND MANHOLE FOR SEWER MAIN CONNECTION AT TERMINAL MANHOLE LOCATED AT ADJACENT BLOSSOM PARK SUBDIVISION DEVELOPMENT TO EAST.

RE-PURIFIED WATER
THIS SERVICE IS NOT AVAILABLE AT THIS LOCATION.

STREET NETWORK
THE PROJECT CONSISTS OF 1 DRIVEWAY SERVING 4 HOMES. THIS WILL NOT ALTER THE STREET NETWORK AND WILL CREATE MINIMAL TRAFFIC IMPACT.

DRAINAGE FACILITIES
THE PROPERTY DRAINS EAST TO THE ADJACENT BLOSSOM PARK SUBDIVISION. STORM DRAINAGE CONTINUES FROM THERE ACROSS DEL RIO PIKE DOWN AN UNNAMED BRANCH AND ON TO THE HARPETH RIVER.

POLICE AND FIRE
FRANKLIN FIRE DEPT STATION #1, 500 NEW HWY 96 WEST - 2.0 MILES DRIVING DISTANCE
COLUMBIA AVE POLICE STATION, 900 COLUMBIA AVE - 2.5 MILES DRIVING DISTANCE

RECREATION FACILITIES
JIM WARREN PARK - 2.1 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME (4 x .64 = 2.56 STUDENTS)
FRANKLIN HIGH SCHOOL 2.12 MILES
GRASSLAND MIDDLE 6.11 MILES
WALNUT GROVE ELEMENTARY 9.15 MILES

REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

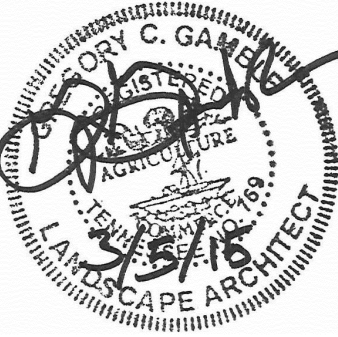
RESTRICTIVE COVENANTS
THE HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: FEB 9TH, 2015

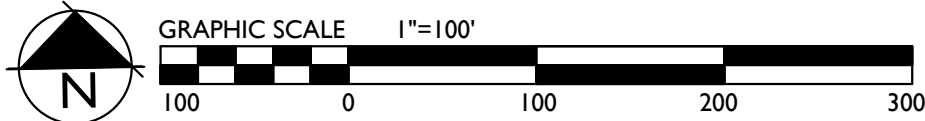
1048 CARLISLE LANE
Rezoning Request
Being Parcel 14 on Tax Map 64
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamb209@gmail.com
615.975.5765

BOUNDARY
MAP

C 1.0
COF #5778



Affidavit of Public Notice

PUBLIC NOTICE AFFIDAVIT City of Franklin, Tennessee

We/I Paul Lebovitz
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are), acting as the
authorized agent on all matters pertaining to the processing of the development
application for the property described as:

Map 64 Parcel 14 Lynch Property
(Property Parcel/Tax ID Number)

and located at:

1040 Carlisle Lane
(Street Address)

have/has provided a mailed notice in accordance with section 2.3.8 of the
Franklin Zoning Ordinance, which included the following:

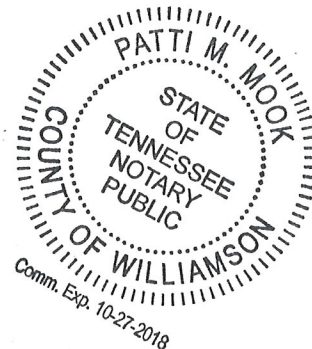
1. The address or location of the property subject to the submittal;
2. A brief description of the property (e.g., legal description, nearby streets and intersections);
3. Date, time, and location of the public meeting or hearing;
Nature, scope, and purpose of submittal;
4. Information on where the public can view the application and where they may be heard;
5. Information on where the public can submit written comments.

Paul Lebovitz
Signature

Subscribed and sworn to before me this

24 day of Feb 2015
Patti M. Mook
Notary Public

My Commission Expires: 10-27-18



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Public Notice Affidavit prior to submittal.

Josh King

From: Dorinda Smith <dorcsmith@verizon.net>
Sent: Sunday, March 08, 2015 5:10 PM
To: Josh King
Cc: greggamble209@gmail.com
Subject: 1048 Carlisle Lane Development, Map 64, Parcel 14

Follow Up Flag: Follow up
Flag Status: Flagged

I am in receipt of a notice from Gamble Design Collaborative of development of the referenced parcel described as southwest of Carlisle Lane and Del Rio Pike. This concerns me as I own the property located southwest of Carlisle Lane and Del Rio Pike and have no interest in developing it. Specifically, I own the land west of Carlisle Lane from the point Del Rio intersects Carlisle lane southward to the point Carlisle Lane intersects with Old Charlotte. I am further concerned at any additional development of land in that area because of the narrow road to support the additional traffic as a result of that development.

I look forward to getting clarification from you on the tract being considered for development.

Dorinda Carlisle Smith
804-672-8656 home
804-357-2358 cell
804-291-0092 work

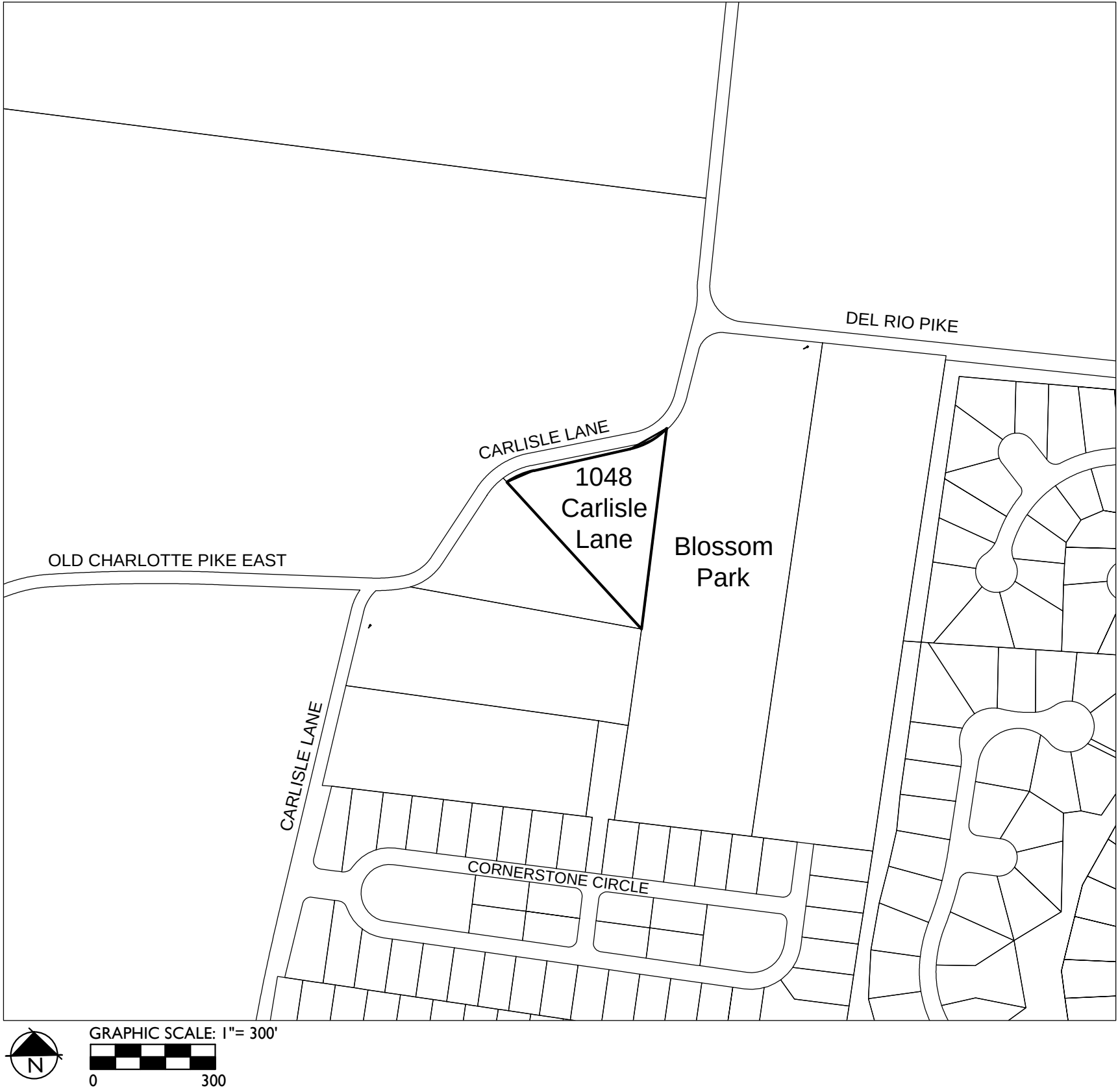
Rezoning Request For 1048 Carlisle Lane

MAP 064 PARCEL 14.00
FRANKLIN, TN

OWNER / APPLICANT:
DOMUS PARTNERS, LLC
2043 HUNTERWOOD DRIVE
BRENTWOOD, TN 37027
CONTACT: PHIL STINSON
pmstinson@comcast.net
615.268.3686

CONSULTANT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE, RLA
greggamble209@gmail.com
615.975.5765
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN TN 37064

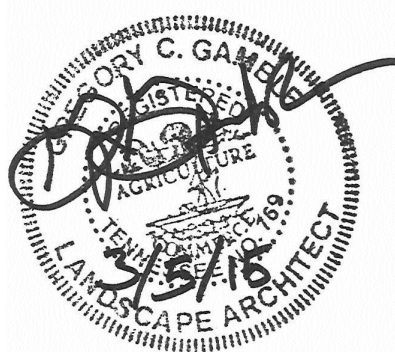
SURVEYOR:
TIM TURNER
tim@t2-eng.com
BLAKE TURNER
blake@t2-eng.com
615.579.2389
7101 SHARONDALE COURT, SUITE 200
BRENTWOOD, TN 37027



5TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, TENNESSEE

INDEX OF SHEETS

SHEET	DESCRIPTION
C	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS



March 5, 2015
February 9, 2015
COF # 5778

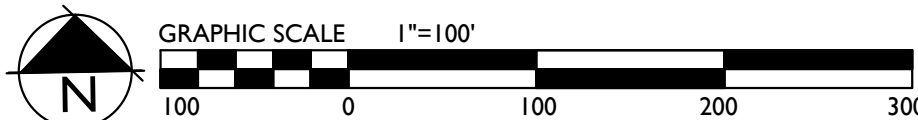
BOUNDARY:

BEGINNING IN THE CENTER OF OLD CHARLOTTE ROAD, IN CHRISMAN'S WEST LINE; THENCE ALONG THE CENTERLINE OF SAID ROAD WITH THE FOLLOWING FOUR CALLS: SOUTH 48 DEGREES 10 MINUTES WEST 74 FEET; SOUTH 66 DEGREES 45 MINUTES WEST 45 FEET; SOUTH 70 DEGREES 45 MINUTES WEST 270 FEET; AND SOUTH 66 DEGREES 45 MINUTES EAST 512 FEET TO CHRISMAN'S WEST LINE. THENCE ALONG HIS WEST LINE NORTH 2 DEGREES 25 MINUTES EAST 530 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.20 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO GEORGE H. LYNCH AND HIS WIFE, IMOGENE LYNCH, BY DEED OF MARION D. ROBINSON ET UX. OF RECORD IN BOOK 485, PAGE 523, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

BEGINNING IN THE CENTER OF OLD CHARLOTTE ROAD, IN CHRISMAN'S WEST LINE; THENCE ALONG THE CENTERLINE OF SAID ROAD WITH THE FOLLOWING FOUR CALLS: SOUTH 48 DEGREES 10 MINUTES WEST 90 FEET; SOUTH 66 DEGREES 45 MINUTES WEST 45 FEET, SOUTH 74 DEGREES 45 MINUTES WEST 270 FEET, AND SOUTH 66 DEGREES 45 MINUTES EAST 512 FEET TO CHRISMAN'S WEST LINE; THENCE ALONG HIS WEST LINE NORTH 2 DEGREES 25 MINUTES EAST 530 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.20 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO GEORGE H. LYNCH AND HIS WIFE, IMOGENE LYNCH, BY DEED OF MARION D. ROBINSON ET UX, OF RECORD IN BOOK 485, PAGE 523, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.



PROJECT NAME:	1048 CARLISLE LANE REZONING REQUEST
PROJECT NUMBER:	****
SUBDIVISION:	****
LOT NUMBER:	
ADDRESS:	1048 CARLISLE LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 64, PARCEL 14.00
EXISTING ZONING:	ESTATE RESIDENTIAL - ER
CHARACTER AREA OVERLAY:	WHCO-2
OTHER APPLICABLE OVERLAYS:	
PROPOSED ZONING:	R2
APPLICABLE DEVELOPMENT STANDARD:	RT2 RESIDENTIAL DISTRICT
ACREAGE OF SITE:	1.98 AC
SQUARE FOOTAGE OF SITE:	86,336 SF
MINIMUM REQUIRED SETBACKS:	
FRONT YARD: 15'	
SIDE YARD: 5'	
REAR YARD: 20'	

OWNER / APPLICANT:	DOMUS PARTNERS, LLC
ADDRESS	2043 HUNTERWOOD DRIVE BRENTWOOD, TN 37027
PHONE	615.280.3688
CONTACT	PHIL STINSON
PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE
ADDRESS	144 SOUTHEAST PARKWAY SUITE 230 FRANKLIN, TN 37064
OFFICE PHONE	615.975.5765
CONTACT	GREG GAMBLE
EMAIL ADDRESS	GREGGAMBLE209@GMAIL.COM

BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	N/A
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE RATIO:	0.40
INCOMPATIBLE-USE BUFFER REQUIRED:	NO
MINIMUM PARKING REQUIRED:	N/A
MAXIMUM PARKING LIMIT:	N/A
PARKING PROVIDED:	N/A
RESIDENTIAL DENSITY:	2.02 DU/A (4 UNITS)
TREE CANOPY:	.22 AC EXISTING
PARKLAND:	N/A
OPEN SPACE:	N/A

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAIN WILL BE SERVED FROM A 12" MAIN IN DEL RIO PIKE.

SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN 8" PIPE AND MANHOLE FOR .
SEWER MAIN CONNECTION AT TERMINAL MANHOLE LOCATED AT ADJACENT BLOSSUM PARK
SUBDIVISION DEVELOPMENT TO EAST.

THIS SERVICE IS NOT AVAILABLE AT THIS LOCATION.

THE PROJECT CONSISTS OF 1 DRIVEWAY SERVING 4 HOMES. THIS WILL NOT ALTER THE STREET NETWORK AND WILL CREATE MINIMAL TRAFFIC IMPACT.

DRAINAGE FACILITIES

THE PROPERTY DRAINS EAST TO THE ADJACENT BLOSSUM PARK SUBDIVISION. STORM DRAINAGE CONTINUES FROM THERE ACROSS DEL RIO PIKE DOWN AN UNNAMED BRANCH AND ON TO THE HARPETH RIVER.

FRANKLIN FIRE DEPT STATION #1, 500 NEW HWY 96 WEST - 2.0 MILES DRIVING DISTANCE
COLUMBIA AVE POLICE STATION, 900 COLUMBIA AVE - 2.5 MILES DRIVING DISTANCE

JIM WARREN PARK - 2.1 MILES DRIVING DISTANCE

THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME
(4 x .64 = 2.56 STUDENTS)

FRANKLIN HIGH SCHOOL	2.12 MILES
GRASSLAND MIDDLE	6.11 MILES
WALNUT GROVE ELEMENTARY	3.15 MILES

REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

RESTRICTIVE COVENANTS

THE HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

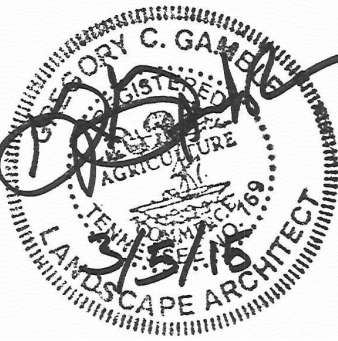
THE HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

Drawing Notes:

GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: FEB 9TH, 2015

1048 CARLISLE LANE
 Rezoning Request
 Being Parcel 14 on Tax Map 64
 Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

BOUNDARY MAP

C 1.0

COF #5778

**ORDINANCE 2015-06
AS AMENDED**

**TO BE ENTITLED: “AN ORDINANCE TO CREATE
TITLE 13, CHAPTER 2 OF THE FRANKLIN
MUNICIPAL CODE ESTABLISHING REGULATIONS
FOR SHORT TERM VACATION RENTALS.”**

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

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

SECTION I. That Title 13, Chapter 2 of the City of Franklin Municipal Code is hereby created and is approved to read as follows:

Title 13 – Property Maintenance Regulations

...

Chapter 2. **Short Term Vacation Rentals**

Sec. 13-201. **Definitions.** For purposes of this section, “Short Term Vacation Rental (STVR)” means a residential dwelling unit containing not more than four (4) sleeping rooms that is used and/or advertised for rent for transient occupancy by guests. Residential dwelling units rented to the same occupant for more than 21 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Vacation Rentals.

Sec. 13-202. **Certificate of Use and Occupancy Application Required.** No person or entity shall operate a Short Term Vacation Rental (STVR) or advertise a residential property for use as a STVR without the owner of the property first having made application to the Building and Neighborhood Services (BNS) Department to update their Certificate of Use and Occupancy.

Sec. 13-203. **Responsible Party.** The owner of the property shall be responsible for the STVR being in compliance with the Municipal Code, the Zoning Ordinance, and adopted construction codes. The owner shall keep the City updated with the most current name, telephone number, address, and email address of the owner and of a person or business (“responsible party”) residing or located within twenty-five miles of the STVR that is responsible for addressing all maintenance and safety concerns;

Section 13-204. **Proof of Insurance Required.** Proof of insurance evidencing homeowner’s fire, hazard, and liability insurance shall be presented annually to the Building and Neighborhood Services (BNS) Department. Liability coverage shall have limits of not less than \$1,000,000 per occurrence. This coverage shall be continuous while the STVR is in operation.

Section 13-205. **Common Walls and Driveways.** If the STVR unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application shall be submitted to BNS.

Section 13-206. **Signage.** Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STVR is prohibited per the applicable provisions of the Zoning Ordinance.

Section 13-207. **Noise and Waste.** All STVR occupants shall abide by all applicable noise restrictions contained in the Municipal Code Title 11, Chapter 4 – Offenses Against the Peace and Quiet and all applicable waste management provisions of Title 17, including Section 17-203 – Premises to be Kept Clean.

Section 13-208. **Smoke Detectors Required.** The STVR shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

Section 13-209. **Food Service.** No food shall be prepared for or served to the transient by the owner or responsible party.

Section 13-210. **Age Requirement.** The principal renter of a STVR unit shall be at least twenty-one (21) years of age.

Section 13-211. **Maximum occupancy.** The maximum number of occupants permitted on a STVR property at any one time shall not exceed ten (10) occupants. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STVR unit.

Section 13-212. **Term of Rental.** The STVR owner shall not receive any compensation

or remuneration to permit occupancy of a STVR for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be twenty-one (21) consecutive days.

Section 13-213. **Contact Information Shall be Posted.** The name and telephone number of the local responsible party shall be conspicuously posted within the STVR unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STVR. The Certificate of Use and Occupancy shall also be conspicuously posted within the STVR unit.

Section 13-214. **Annual Application Required.** A STVR application shall be required every three hundred sixty-five (365) days. STVR application fees are as stated in Appendix A – Comprehensive Fees and Penalties.

Section 13-215. **Payment of Taxes Required.** The owner and/or responsible party shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Municipal Code.

Section 13-216. **Complaint Administration.**

1. Upon the filing of three or more complaints (including calls to Franklin Police Department) within a calendar year regarding a STVR permit, BNS shall notify the permit holder in writing of such complaints.
2. If BNS determines that violations of this section or any other ordinance or law relating to STVRs have occurred, the right to operate a STVR may be revoked by action of the Board of Mayor and Aldermen.
3. Before the revocation action is placed on an agenda for the Board of Mayor and Aldermen, BNS shall give the responsible party fifteen days written notice of the alleged violation(s) against him/her.

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

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

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect on or after the final reading, the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

Building and Neighborhood shall begin accepting STVR applications on August 1, 2015, and shall begin enforcing the provisions of this Ordinance from and after August 1, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

PASSED FIRST READING 04/28/2015

PASSED SECOND READING 06/09/2015

ORDINANCE 2015-06

TO BE ENTITLED: “AN ORDINANCE TO CREATE TITLE 13, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE ESTABLISHING REGULATIONS FOR SHORT TERM VACATION RENTALS.”

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

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

SECTION I. That Title 13, Chapter 2 of the City of Franklin Municipal Code is hereby created and is approved to read as follows:

Title 13 – Property Maintenance Regulations

...

Chapter 2. **Short Term Vacation Rentals**

Sec. 13-201. **Definitions.** For purposes of this section, “Short Term Vacation Rental (STVR)” means a residential dwelling unit containing not more than four (4) sleeping rooms that is used and/or advertised for rent for transient occupancy by guests. Residential dwelling units rented to the same occupant for more than 21 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Vacation Rentals.

Sec. 13-202. **Certificate of Use and Occupancy Application Required.** No person or entity shall operate a Short Term Vacation Rental (STVR) or advertise a residential property for use as a STVR without the owner of the property first having made application to the Building and Neighborhood Services (BNS) Department to update their Certificate of Use and Occupancy.

Sec. 13-203. **Responsible Party.** The owner of the property shall be responsible for the STVR being in compliance with the Municipal Code, the Zoning Ordinance, and adopted

construction codes. The owner shall keep the City updated with the most current name, telephone number, address, and email address of the owner and of a person or business (“responsible party”) residing or located within twenty-five miles of the STVR that is responsible for addressing all maintenance and safety concerns;

Section 13-204. **Proof of Insurance Required.** Proof of insurance evidencing homeowner’s fire, hazard, and liability insurance shall be presented annually to the Building and Neighborhood Services (BNS) Department. Liability coverage shall have limits of not less than \$1,000,000 per occurrence. This coverage shall be continuous while the STVR is in operation.

Section 13-205. **Common Walls and Driveways.** If the STVR unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application shall be submitted to BNS.

Section 13-206. **Signage.** Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STVR is prohibited per the applicable provisions of the Zoning Ordinance.

Section 13-207. **Noise and Waste.** All STVR occupants shall abide by all applicable noise restrictions contained in the Municipal Code Title 11, Chapter 4 – Offenses Against the Peace and Quiet and all applicable waste management provisions of Title 17, including Section 17-203 – Premises to be Kept Clean.

Section 13-208. **Smoke Detectors Required.** The STVR shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

Section 13-209. **Food Service.** No food shall be prepared for or served to the transient by the owner or responsible party.

Section 13-210. **Age Requirement.** The principal renter of a STVR unit shall be at least twenty-one (21) years of age.

Section 13-211. **Maximum occupancy.** The maximum number of paying adult guests permitted on a STVR property at any one time shall not exceed more than twice the number of sleeping rooms plus four, and in no instance more than twelve (12) occupants. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STVR unit.

Section 13-212. **Term of Rental.** The STVR owner shall not receive any compensation

or remuneration to permit occupancy of a STVR for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be twenty-one (21) consecutive days.

Section 13-213. **Contact Information Shall be Posted.** The name and telephone number of the local responsible party shall be conspicuously posted within the STVR unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STVR. The Certificate of Use and Occupancy shall also be conspicuously posted within the STVR unit.

Section 13-214. **Annual Application Required.** A STVR application shall be required every three hundred sixty-five (365) days. STVR application fees are as stated in Appendix A – Comprehensive Fees and Penalties.

Section 13-215. **Payment of Taxes Required.** The owner and/or responsible party shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Municipal Code.

Section 13-216. **Complaint Administration.**

1. Upon the filing of three or more complaints (including calls to Franklin Police Department) within a calendar year regarding a STVR permit, BNS shall notify the permit holder in writing of such complaints.
2. If BNS determines that violations of this section or any other ordinance or law relating to STVRs have occurred, the right to operate a STVR may be revoked by action of the Board of Mayor and Aldermen.
3. Before the revocation action is placed on an agenda for the Board of Mayor and Aldermen, BNS shall give the responsible party fifteen days written notice of the alleged violation(s) against him/her.

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

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

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect on or after the final reading, the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

Building and Neighborhood shall begin accepting STVR applications on August 1, 2015, and shall begin enforcing the provisions of this Ordinance from and after August 1, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey
City Administrator/Recorder

By: _____

Dr. Ken Moore
Mayor of Franklin

PASSED FIRST READING

PASSED SECOND READING



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
STATE FIRE MARSHAL'S OFFICE
CODES ENFORCEMENT SECTION
500 James Robertson Pkwy.
Nashville, TN 37243-0577
615.741.7190

Memorandum

Date: September 20, 2014, Rev. 1
To: Owners, Designers and Contractors of Transient Rental Homes
From: Chris Bainbridge, Director
Re: Requirements for Plans and Inspections of Transient Rental Homes

In April 2014, the State Fire Marshal's Office was informed that transient rental cabins were improperly classified as one- and two-family dwellings. The following is offered to provide clarification of the plans review and inspection processes of these buildings.

One- and two-family dwellings are required by law to be built in compliance with the International Residential Code (IRC) and are intended to be occupied by individuals accustomed to the building. The occupants are familiar with the building and are better able to escape in the event of an emergency.

Rental homes occupied on a transient basis (for no more than 30 days) are required to be built in compliance with the International Building Code (IBC) and have additional safety features not found in a one- and two- family dwelling. These transient rental homes are classified as R1 in the 2006 edition of the IBC. The design and construction of these buildings requires familiarity with the IBC and with plan submission requirements of the State Fire Marshal's Office.

Only plans for those rental homes located outside of an Exempt Jurisdiction must be submitted to the State Fire Marshal's Office. A list of Exempt Jurisdictions can be found at <http://www.tn.gov/fire/documents/exemptjurisdictions1125.pdf>. Rental homes located in an Exempt Jurisdiction must be permitted by that jurisdiction.

The requirements for new transient rental homes issued improper local permits as one- and two-family dwellings are:

1. Plans may be submitted online at <http://apps.tn.gov/tnsfmo/>;
2. The plans must be designed to the 2006 IBC and 2006 IFC;
3. A fee must be paid for plans required to be submitted the State Fire Marshal's Office. A fee calculator can be found at <http://www.tn.gov/commerce/sfm/documents/FeeCalculator.pdf>;
4. Rental homes which are more than two (2) stories or five thousand (5,000) *gross square feet* or more must have a full set of plans submitted by a Tennessee registered architect or engineer. *Gross square feet* is the area of all stories within the outside perimeter of the exterior walls. *Gross square feet* includes any finished or occupied basements. A

basement counts as a story if: 1) The finished surface of the floor above the basement is more than six (6) feet above *grade plane*; or 2) The finished floor surface of the floor above the basement is more than twelve (12) feet above finished ground level at any point. *Grade plane* is a reference plane representing the average finished ground level adjoining the building at exterior walls. See

http://publicecodes.cyberregs.com/icod/ibc/2006f2/icod_ibc_2006f2_5_sec002.htm for more information;

5. The State Fire Marshal's Office will accept the submission of plans not sealed by an architect or engineer for rental homes which are one (1) or two (2) stories and less than five thousand (5,000) gross square feet. The requirements for these plans are attached.
6. Single unit rental homes may be three (3) stories if it is less than five thousand (5,000) gross square feet, has an exterior stair installed on all occupied floors *and* the maximum occupant load is set to ten (10) occupants by the building owner;
7. Rental homes must contain a fire sprinkler system. An NFPA 13 or 13R fire sprinkler system is required by 2006 IBC 903.3.1;

Exception: A NFPA 13D fire sprinkler system is allowed in single unit homes which are up to three (3) stories and less than five thousand (5,000) gross square feet which have single station, interconnected and hardwired smoke alarms located in all occupiable rooms. The sprinkler system must automatically notify the fire department if activated. Balconies and decks are not required to be sprinklered per 2006 IBC 903.3.1.2.1.

8. A fire alarm system is required per 2006 IBC 907.2.8;

Exception: Single unit homes that are up to three (3) stories and less than five thousand (5,000) gross square feet with a maximum occupant load set to ten (10) occupants by the building owner are not required to have a fire alarm system.

9. The State Fire Marshal's Office will enforce state accessibility standards on single unit homes which are designated accessible on the submitted plans. Compliance with the Americans with Disabilities Act (ADA) is the responsibility of the building owner and state registered designer;
10. Rental homes under construction and those constructed under improper permits will have limited inspections focusing on the installation of life safety features such as: egress components, fire alarm/smoke detector systems, fire sprinkler systems and interior finishes. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.

The State Fire Marshal's Office will require that building owners of transient rental homes built after October 2010 which were improperly permitted as one- and two- family dwellings and currently occupied provide a Plan of Corrective Action (POCA). The POCA must identify the work needed to bring the fire and life safety components of the building into compliance with the IBC as R1 occupancy. As long as there are no severe fire safety hazards, owners may continue occupancy of the homes while corrections are being made. Inspections of the fire and life safety features will be conducted accordingly. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE & INSURANCE
STATE FIRE MARSHAL'S OFFICE
500 James Robertson Parkway
Nashville TN 37243-0577
615.741.7190

**GUIDELINES FOR PLAN SUBMITTAL OF
1 OR 2 STORY RESIDENTIAL OCCUPANCIES LESS THAN 5000 GROSS SF
(Use Classified as other than 1- or 2- Family Dwelling or Townhouse)**

The following guidelines are the minimum standards for submission of plans for these buildings to the State Fire Marshal's Office. There may be circumstances that require a set of plans to be designed by a registered architect or engineer.

Submittal Requirements

1. Provide completed Plan Review Submittal Form with the required review fee (based on the estimated cost of construction). [TDCI Rule 0780-02-03-.05(a), 0780-02-03-.04]
2. Provide one (1) complete set of plans (Including plot plan and floor plans) with a PDF version on CD accompanied by letter certifying that the PDF version is an exact copy of the paper version submitted. [TDCI Rule 0780-02-03-.03(3)(b)]
3. Provide "Letter of Clarification" signed (original) by non-registrant (the person) preparing the plans. [AG Opinion No. 09-188, A & E Manual Appendix B]

General Plan Requirements [IBC 106.1.1]

1. Standard plan size is 24" x 36". The minimum paper size is 18" x 24". Use ink only (no pencil). All plan sheets must be uniform in size, printed on substantial paper, and be of sufficient clarity to indicate the location, nature, and extent of work proposed.
2. Site Plan minimum scale is 1"=20 feet. Show the entire parcel - if you have a very large parcel, you may use a reduced scale such as 1:50 or 1:100 as long as the grading portion of the site plan is no smaller than 1:20 scale (this method would require two drawings).
3. Floor Plan minimum scale is 1/4" per foot.
4. Standard architectural symbols should be used and identified in a legend.
5. Plans prepared by a non-registered architect or engineer must be signed (original) and dated by the person who prepared them.
6. A Tennessee registered architect or engineer must prepare, stamp and sign structural plans that utilize an engineer's design, or any buildings that are outside the limitations of 2006 IBC Chapters 16-23.

Cover Sheet [IBC 106.1.1]

1. Provide the following general information on the cover sheet and on title block of each page: job site address, owner's name and mailing address, and the non-registrant's name and address with (original) signature (person preparing the plans).
2. The first page of the plans must contain a statement that the construction will comply with the adopted codes in effect at the time your application is submitted, currently the following: 2006 International Building Code, 2006 International Fire Code, 2006 International Fuel Gas Code, 2006 International Mechanical Code, 2006 International Energy Conservation Code, and NFPA 70 National Electrical Code, 2008 Edition.
3. For buildings that are required to be accessible, the first page of the plans must contain a statement that the construction will comply with the 2010 ADA Standards for Accessible Design. [\[TCA 68-120-204\]](#)
4. The first page of the plans must include the following building information: (1) Occupancy Group and Use Classification per Chapter 3, 2006 IBC; (2) Construction type per 2006 IBC Chapter 6; (3) Sprinkler standard used, per 2006 IBC Chapter 9; (4) Number of stories, and/or height of building; and (5) the Gross Area of building.
5. The first page of the plans must include the design live load values for wind, roof, floor, stairs, guard and hand railings, seismic, etc., as follows:
 - a. For new buildings, provide design live load values per IBC Section 1603.
 - b. For existing buildings that have not been reviewed and approved by our office, provide an evaluation report sealed, signed, and dated from a Tennessee licensed structural engineer. The evaluation report must show determination of adequacy of the existing structure to support the minimum Chapter 16. [IBC 3410.4.1]

Site Plan

Due to the technical nature of this aspect of the building plans, we recommend that you have a professional (engineer, architect, landscape architect, surveyor) assist with this portion of your plan preparation.

1. Show location and footprint of all existing structures, property lines, water mains and other utilities, fire department access and all ingress/egress to public ways. Include size and location of LP-Gas storage tanks (NFPA 58, 2008 Edition) and any other above ground storage tanks. [IBC 106.2, IFC Section 503]
2. Show the location of the fire hydrant(s) used to meet the 600 feet or less hose lay requirement with flow test data next to the hydrant tested. Flow test must have been conducted within the last six months and during peak demand hours. [IFC Section 508, TDEC Rule 1200-05-01-.017(18)]
3. Indicate height and location of retaining walls. Note that retaining walls exceeding 4' in height must be designed or approved by a Tennessee registered Engineer or Architect. In the case where retaining walls are part of the foundation system, the wall must be engineered, and designed or approved by a Tennessee registered Engineer or Architect.

Elevations

1. Provide four exterior elevations (side views) of the proposed structure (North, South, East and West). Show the proposed grade as it will be after final grading. For example, if the building foundation will be stepped to match an existing slope, this must be shown on each elevation.

Energy Package

1. Show the climate zone on the plans.
2. Provide *ResCheck* Compliance Certificate. The author of the energy documents must sign the package as well as the designer/owner. Free *ResCheck* software is available from the U.S. Department of Energy at <http://www.energycodes.gov/rescheck/>.
3. Show the R-value of the floor, walls and ceilings sectional details. Show the energy values of doors, windows and other fenestration.

Foundation Plan [See Inspector Checklist for Specific Code Reference]

1. Show all foundation elements (details), including interior footings and piers, on plan. Indicate the type, height, unbalanced backfill, of foundation walls. Note that foundation walls exceeding the prescriptive levels of IBC 1805.5 must be designed or approved by a Tennessee registered Engineer or Architect, if applicable. In the case retaining walls are part of the foundation system the wall must be designed or approved by a Tennessee registered Engineer or Architect.
2. Show minimum under floor ventilation of 1 sq. ft. per 150 sq. ft. of floor area with cross-ventilation. Crawl spaces shall be provided with a minimum of one access opening not less than 18"x24". Show minimum 18" clearance from grade to the bottom of floor joists (minimum 12" for girders). Specify foundation bolt size and spacing.
3. Provide a cross-section showing typical footing/stem wall or footing/slab dimensions, including placement and size of reinforcement.
4. Show hold-down locations, and provide a hold-down schedule on foundation plan. Note on plan that all hold-downs are to be fastened in place prior to foundation inspection.
5. For building sites steeper than a 1:10 slope, provide a stepped footing detail (cross section).
6. For slab-on-grade construction, show type of slab reinforcement. Also show vapor barrier if it is a habitable area. Be sure that the reinforcement type installed matches the plan engineering.

Floor Plan [See Inspector Checklist for Specific Code Reference]

1. Provide a fully-dimensioned floor plan for each building level. Label each room or area with its proposed use and dimensions. At least habitable one room within a dwelling unit must have minimum 120 S.F. net floor area. All other habitable rooms shall have a minimum 70 S.F. net floor area.
2. Provide a Door & Window Schedule showing all doors and windows with nominal sizes. Show natural light and ventilation calculations.
3. Show all fire rated walls and doors for tenant space / dwelling unit separation, in corridors, between or a garage and adjacent living space (including an attic continuous between the garage and

adjacent living space).

4. Show egress window locations in sleeping rooms. (See exception)
5. Show safety glazing in hazardous locations.
6. Show a minimum 36" x 36" landing on each side of an exterior doorway.
7. Show a minimum 22" x 30" access to attic areas that have 30" of headroom.
8. Show Stair and handrail details.

Floor-framing [See Inspector Checklist for Specific Code Reference]

1. Show the type, size, and spacing of girders and floor joists. Identify if manufactured joists are used. Note that floor joists must be spaced no further apart than 16" O.C. when the underside forms part of a fire separation, such as between a garage and a living space above, otherwise an approved listing assembly will be required.
2. Show the thickness and span rating of the floor sheathing (for example: 3/4", 20/40 plywood).
3. Provide details for additional support under concentrated loads such as brick hearths, rock work, wood stoves, gas stoves, and so forth.

Wall Framing [See Inspector Checklist for Specific Code Reference]

1. Provide one or more typical cross-sections to clearly showing how the structure will be constructed. Provide close-up details to clarify specific connections or other special framing.
2. Provide a cross-section showing typical high wall, beams trusses or rafters as applicable.
3. Show all header/beam locations and sizes. Note that beam sizes must match the project engineering where required.
4. Show method of bracing the structure. Provide fastener size and spacing for shear walls or braced wall panels.
5. If a deck is to be built, provide a deck framing plan with a typical cross-section.

Roof and Ceiling Framing [See Inspector Checklist for Specific Code Reference]

1. For conventional (non-engineered) site-built roofs, show rafter size and ceiling joists, grade, and spacing. Show wall ties a minimum of 48" on center.
2. For engineered trusses, provide typical details of the truss & required hardware specifications from the truss manufacturer.
3. Show the thickness and span rating of the roof sheathing (for example: 5/8" 24/16 plywood).
4. Show location of attic ventilation.
5. Specify the type of roof covering.

Mechanical Plan [See Inspector Checklist for Specific Code Reference]

1. The mechanical plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of HVAC equipments (FAU, A/C, Water heater, Heat pump, Air handler, Exhaust fan, etc.). The equipment shall not be placed within the required side/ rear setbacks.
3. In bathrooms and toilet rooms, show mechanical ventilation to outside where required.
4. Show where the gas piping enters the building and specify the type of gas to be used (propane or natural gas). If any show the location of LPG tanks.
5. Show all gas appliance locations with the rated BTU (input) of each device. Show how gas appliances in confined spaces will receive combustion air. Note the size and location of the openings.
6. If a water heater is located in the garage, show the burner assembly located a minimum of 18" above the floor. Appliances installed in garages shall be located behind protective barriers or located out of the normal path of vehicles. Show approved seismic bracing for all water heaters, when applicable.

Plumbing Plan [See Inspector Checklist for Specific Code Reference]

1. The plumbing plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of plumbing equipment (water closets, sinks, tub, showers, water heater, etc.)

Electrical Plan [See Inspector Checklist for Specific Code Reference]

1. The electrical plan may be included on the floor plan if sufficient clarity is retained.
2. The electrical plan must include the location of the service panel and its rated ampacity. Provide load calculations with panel schedule identifying circuits. Show all outlets, switches, light fixtures and smoke detectors. Label any 220-volt outlets. Label all required GFCI (ground fault interrupter circuit) outlets
3. Specify that all bedroom branch circuits are protected by an arc fault circuit interrupter.
4. In R-1 & R-2 Occupancy Groups, provide fire alarm details & specification.

Fire Sprinkler Plan [See Inspector Checklist for Specific Code Reference]

1. A Tennessee Licensed Sprinkler Contractor is required. Sprinkler Shop drawings must be prepared and submitted by a Responsible Managing Employee.
2. Identify the type of system to be installed in the building. Provide preliminary hydraulic calculations that show the water supply is adequate to meet the demand of the system.

ORDINANCE 2014-28

**TO BE ENTITLED: “AN ORDINANCE TO AMEND TABLE 3-2:
PERMITTED USES AND CHAPTER 8 DEFINITIONS, TO
ALLOW SHORT-TERM VACATION RENTALS IN VARIOUS
ZONING DISTRICTS”**

WHEREAS, the City of Franklin, Tennessee encourages unique, innovative, and sustainable neighborhoods; and

WHEREAS, the City of Franklin, Tennessee encourages tourism and has become a destination for tourists; and

WHEREAS, the City of Franklin, Tennessee encourages unique, transient lodging opportunities to enhance the experience of visitors; and

WHEREAS, the City of Franklin, Tennessee encourages entrepreneurs and small business ownership; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified by allowing property owners in certain zoning districts to lease their homes as short-term vacation rentals.

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

SECTION I. That Chapter 3, Section 3.2.3 Use Table, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

TABLE 3-2: PERMITTED USES		
Use Types “P” = Permitted	Base Zoning Districts	Additional Requirements

	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	GO	NC	CC	GC	LI	HI	CI	
COMMERCIAL USES																				
Bed and Breakfast Establishments	P	P	P	P	P	P	P	P				P			P					Sec. 3.2.7 (1) and (3)
Service Commercial Uses								P					P	P	P	P				Sec. 3.2.7 (1)
Short-Term Vacation Rentals	P	P	P	P	P	P	P	P				P			P					
Telecommunication Towers and Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.2.7 (1) and (4)

SECTION II. That Chapter 8, Section 8.2 Glossary, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

.....

TABLE 8.1: ABBREVIATIONS	
Abbreviation	Term
SRO	Scientific Research Overlay
STVR	Short-Term Vacation Rental
SWCO	Seward Hall Character Area

.....

SECTION III. That Chapter 8, Section 8.3 Definitions and Use Classifications, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

.....

Shoebox-Style Lighting Fixture

An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

An existing dwelling unit used, in its entirety, for transient occupancy of 21 days or less, for which the city has issued to the owner a business license for such use.

Shrub

A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.

.....

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

PLANNING COMMISSION RECOMMENDED: 10/23/2014

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____

ORDINANCE NO. BL2014-951

An ordinance to amend Chapter 6.28 of the Metropolitan Code pertaining to Short Term Rental Property.

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

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

Section 1. That Chapter 6.28 of the Metropolitan Code is hereby amended by adding the following new Section 6.28.030:

6.28.030 Short Term Rental Property (STRP).

A. For purposes of this section, "Short Term Rental Property (STRP)" means a residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised for rent for transient occupancy by guests as those terms are defined in Section 5.12.010 of the metropolitan code. Residential dwelling units rented to the same occupant for more than 30 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Rental Property.

B. For purposes of this section, "owner-occupied" means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot.

C. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration.

D. Application. The STRP permit application shall include the following information:

1. The name, telephone number, address, and email address of the owner and of a person or business ("responsible party") residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
2. Proof of insurance evidencing homeowner's fire, hazard, and liability insurance. Liability coverage shall have limits of not less than \$1,000,000 per occurrence.
3. If the STRP unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application.

E. Signage. Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STRP is prohibited.

F. All STRP occupants shall abide by all applicable noise restrictions contained in the Metropolitan Code and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.

G. The STRP shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.
- H. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
- I. No food shall be prepared for or served to the transient by the permit holder.
- J. The principal renter of a STRP unit shall be at least twenty-one (21) years of age.
- K. Maximum occupancy. The maximum number of paying adult guests permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit.
- L. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be thirty (30) consecutive days.
- M. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STRP.
- N. Expiration of permit. A STRP permit shall expire three hundred sixty-five (365) days after it is issued. STRP permits may be renewed upon the payment of a fifty dollar renewal fee to the department of codes administration.
- O. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
- P. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
- Q. STRP permit holders shall obtain a use permit from the zoning administrator as an accessory use to the primary residential use pursuant to section 17.16.250.E. of the metropolitan code. No more than 3% of the single-family or detached two-family residential units within each census tract shall be permitted as non-owner-occupied short-term rental use as determined by the Zoning Administrator.
- R. Denial or Revocation of Permit.
 1. Upon the filing of three or more complaints within a calendar year regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaints.
 2. If the department of codes administration determines that violations of this section or any other ordinance or law relating to STRPs have occurred, the permit to operate a STRP may be revoked.
 3. Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
 4. Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to section 17.40.180.A. of the metropolitan zoning code.

Section 2. The department of codes administration shall begin accepting STRP applications on March 31, 2015, and shall begin enforcing the provisions of this Ordinance from and after July 1, 2015.

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

Sponsored by: Burkley Allen, Charlie Tygard, Peter Westerholm, Anthony Davis

Amendment No. 1
To
Ordinance No. BL2014-951

Madam President:

I move to amend Ordinance No. BL2014-951 by amending Section 1 as follows:

I. By deleting the provisions of subsection G. and substituting with the following new subsection G.:

G. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

II. By deleting the phrase “paying adult guests” wherein it appears in subsection K., and substituting with the phrase “occupants”.

III. By adding the following provisions at the end of subsection R.:

5. Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year.

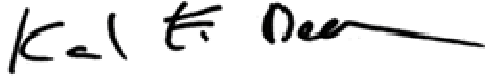
6. The penalty for operating a short term rental property without a permit shall be:

a. A fifty dollar fine. Each day of operation without a permit shall constitute a separate offense.

b. Upon a finding that a short term rental property has operated without a permit, there shall be a one year waiting period from the date of such finding for the property to become eligible for a STRP permit.

Sponsored by: Burkley Allen

LEGISLATIVE HISTORY	
Introduced:	November 18, 2014
Passed First Reading:	November 18, 2014
Referred to:	Codes Committee Convention & Tourism Committee
Deferred to January 6, 2015:	December 2, 2014
Deferred to February 3, 2015:	January 6, 2015
Amended:	February 3, 2015
Passed Second Reading:	February 3, 2015

Passed Third Reading:	February 24, 2015 - Roll Call Vote
Approved:	February 26, 2015
By:	

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615/862-6770.

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR WATER TREATMENT PLANT MODIFICATIONS
COF Contract No 2012-0183**

THIS Amendment is made and entered into on this the ____ day of _____, 2015, by and between the **City of Franklin, Tennessee** ("City") and **Smith Seckman Reid, Inc. (SSR)** ("Consultant").

WITNESSETH:

WHEREAS, the City and Consultant entered into a Professional Services Agreement (COF Contract No 2012-0183) ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Water Treatment Plant Modifications ("Project"), dated the 27th day of November, 2012; and

WHEREAS, the City approved Amendment No 1 to the Consultant's Professional Services Agreement (COF Contract No 2012-0183) on June 25, 2013, for the engineering design services for an upgrade to the Raw Water Intake and Pump Station for the Water Treatment Plant; and

WHEREAS, the City approved Amendment No. 2 to the Consultant's Professional Services Agreement (COF Contract 2012-0183) on January 14, 2014, for the design, bid and installation of the interim Ultraviolet (UV) disinfection treatment upgrade to meet Environmental Protections Agency's (EPA) imposed deadline of September 30, 2014, for adherence EPA's Long Term Surface Treatment Rule (LT2 Rule); and

WHEREAS, the design of the Water Treatment Plant is not scheduled for completion until June 2015 and then the construction project will have to be bid with a twelve (12) to eighteen (18) month construction period after award of the construction contract; and

WHEREAS, the City and the Consultant determined that it would be in the best interest of the Project to preselect the hollow fiber membrane filtration system (Membrane) to be utilized in the Project due to each different manufacturer of Membrane equipment requiring a different designed facility for their equipment ; and

WHEREAS, the Consultant has prepared and submitted a proposal to add to their Agreement for the Water Treatment Plant Modifications the engineering design services necessary for pre-selection of the Membrane system along with the design efforts for inclusion of other alternative treatment solutions as directed by staff to better enhance the capabilities Water Treatment Plant.

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. Consultant's Responsibilities and Duties. The Consultant shall perform the design services as described in **Exhibit A**. Exhibit A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **One Hundred Six Thousand Four Hundred Twenty-Five and No/100 Dollars (\$106,425.00)** for the Services as described in Exhibit A based on the time spent for the Services and the hourly rates included as part of Exhibit A.
4. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of Force Majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following, as further described below: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or *restraints of any kind of the government of the United States or of the State* or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party. The parties agree to use The Old Farmer's Almanac, Nashville International Airport (<http://www.almanac.com/weatherhistory/oneday.php?month=2&day=21&year=2007&number=723270&wban=13897>) to determine whether weather conditions constitute a force majeure. If, on a particular date, thunder, tornadoes and fog are recorded, or if total precipitation exceeds one half inch, then it shall constitute a force majeure.
5. Equal Employment Opportunity. In connection with this Amendment and the project, CLIENT and CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. CLIENT and CONSULTANT will take affirmative action to ensure that CONSULTANT is employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.
6. Title VI – Civil Rights Act of 1964. CLIENT and CONSULTANT shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

7. Conflicts of Interest. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this AGREEMENT. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

8. Notices. Any notice provided pursuant to the Amendment, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Amendment may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the CLIENT:

City of Franklin
Attn: David Parker
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
(615) 550-6660
davidp@franklintn.gov

In the case of CONSULTANT:

Smith Seckman Reid, Inc.
Attn: Bo Butler
2995 Sidco Drive
Nashville, TN 37204
(615) 460-0515
BButler@SSR-Inc.com

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

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

11. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreements, or any other contract, agreement or other document to which the Amendment may accompany or incorporate by reference, the provisions of this Agreement will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

12. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms

and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

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

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

15. 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.

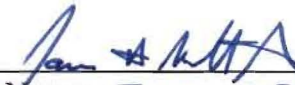
16. All other provisions on the Agreement dated November 27, 2012 and Amendment No. 1 dated June 15, 2013, and Amendment No. 2 dated January 14, 2014, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Smith Seckman Reid, Inc.

By: _____
Dr. Ken Moore
Mayor

By:  _____
Print Name: **JAMES H. BUTLER, JR.**
Title: **SENIOR PRINCIPAL**

Attest:

Eric S. Stuckey
City Administrator

Approved as to form:

Shauna R. Billingsley
City Attorney



February 20, 2015

Mr. David Parker, P.E.
City Engineer
P.O. Box 305, City Hall
Franklin, Tennessee 37065

Re: **City of Franklin**
Water Treatment Plant Design
Request for Design Services Amendment
SSR No. 12-41-013.0

Dear Mr. Parker:

Smith Seckman is approaching the delivery of the 30% design milestone for improvements at the City's Water Treatment Plant, including a new membrane filtration building in conjunction with an ultraviolet advanced oxidation process (UVAOP), a new raw water intake and a new pumping station on the plant property. As you are aware, the project has been under contract for an extended period. In addition to preliminary design activities which have progressed during the design period, our team has also designed and overseen the installation of a new UV reactor at the existing treatment plant in order to meet an impending EPA regulation, delivered a comprehensive Preliminary Engineering Report (PER) to guide the design decisions for the treatment technologies at the new plant, and produced and evaluated the request for proposal for the membrane vendor selection (GE) at the new facility. The current design schedule has the project going to bid in July of this year.

The Basic Services of our scope included the work associated with the PER, and amendments to the contract have previously been approved for the work associated with the early installation of the UV reactor and design services associated with the new raw water pumping station.

This letter serves to respectfully request an amendment to the contract for the work associated with the membrane selection RFP and the increased design effort associated with the inclusion of the alternative treatment solutions which have been selected in order to provide the City of Franklin with the best fit solution at the water treatment plant. Each of these tasks was not included in our original scope of Basic Services. We have calculated an increase to our fee of \$106,425.00 for these additional services based upon the hourly rates in the existing contract.

As always we appreciate the opportunity to serve the City of Franklin, Tennessee. If you have any questions or concerns regarding this request please don't hesitate to call me at (615)460-0522.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in blue ink, appearing to read "A. Johnson", is written over a faint, light blue circular stamp.

Andrew T. Johnson, P.E.
Cc: JAG, MLB, JHB, File (1)

FRANKLIN WTP Add Services 2/20/15		TASK					MEMBRANE RFP_VENDOR SELECTION	ADVANCED TECHNOLOGIES DESIGN					
		RFP	ATD30	ATD60	ATD90	ATD100		30%	60%	90%	100%		
CIVIL/ENVIRONMENTAL - 12-41-013.0		Additional Hours/Week/Task					Weeks Per Tasks					Ind. Fee	Ind. Hours
	RATE						4	6	6	6	4		
Joe	\$125	18	8	7	8	6	\$9,000	\$6,000	\$5,250	\$6,000	\$3,000	\$29,250	234
Lindsay	\$90	6	2	4	4	4	\$2,160	\$1,080	\$2,160	\$2,160	\$1,440	\$9,000	100
Andrew	\$150	0	6	4	4	6	\$0	\$5,400	\$3,600	\$3,600	\$3,600	\$16,200	108
Mike	\$180	6	0	2	2	4	\$4,320	\$0	\$2,160	\$2,160	\$2,880	\$11,520	64
Bo	\$215	0	0	0	0	2	\$0	\$0	\$0	\$0	\$1,720	\$1,720	8
Drew	\$125	3	10	8	8	6	\$1,125	\$7,500	\$6,000	\$6,000	\$3,000	\$23,625	189
Bryan	\$125	0	5	4	4	4	\$0	\$3,750	\$3,000	\$3,000	\$2,000	\$11,750	94
Donna	\$70	4	0	2	2	2	\$1,120	\$0	\$840	\$840	\$560	\$3,360	48
							\$17,725	\$23,730	\$23,010	\$23,760	\$18,200		
												Fee Increase Req'd: \$106,425	

COF Contract No. 2012-0183
Amendment No. 3
Exhibit A

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR 100 BLOCK BATTLE AVENUE DRAINAGE
IMPROVEMENTS DESIGN
COF Contract No. 2013-0180**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2015, by and between the City of Franklin, Tennessee ("City") and Neel-Schaffer, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled 100 Block Battle Avenue Drainage Improvements Design ("Project") (COF Contract No 2013-0180), dated the 26th day of November 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of SIXTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$63,500.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated February 9, 2015, in the amount of SIXTY-EIGHT THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$68,200.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their February 9, 2015, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A in an amount not to exceed **SIXTY-EIGHT THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$68,200.00).**

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment 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. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed,

with specific material clauses separately initialed, by authorized representatives of both parties.

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

10. 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.

All other provisions of the Agreement dated November 26, 2013, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

NEEL-SCHAFFER, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: Tom Allen
Print: Tom Allen
Title: Senior Project Manager
Date: 4/6/15

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

February 9, 2015

Mr. William G. Banks
City of Franklin
Staff Engineer
City Hall
109 3rd Avenue South
Franklin, Tennessee 37064

REF: Proposal for Development of Final Contract Plans and Specifications for Detention Pond and Drainage Improvements Within the 100 Block of Battle Avenue

Dear Mr. Banks,

We appreciate you contacting Neel-Schaffer concerning preparation of final contract plans and specifications for expansion of the existing detention pond for the self-storage facility located at 110 Fairground Street and drainage improvements within the 100 block of Battle Avenue. The following is our best interpretation of the scope and tasks we have previously discussed with you. The development of final contract plans and specifications, assistance with the bid process, and construction engineering and inspection (CEI) will be completed in two phases. Phase 1 tasks will consist of development of final contract plans and specifications, additional survey, modeling, and assisting the City with the bid process. Phase 2 tasks will consist of CEI. A professional fee for the Phase 2 tasks will be developed once the Phase 1 tasks have been completed.

Scope of Work

The proposed scope of work is described in Exhibit A.

Fee

It is anticipated the maximum hourly fee, for the Phase 1 Scope of Work, contained in Exhibit A, will be approximately \$68,200.00 and includes a surveying fee of \$7,500.00 and geotechnical fee of \$12,400.00. These services outlined herein will not exceed \$68,200.00 without your written authorization.

Neel-Schaffer will proceed with each item contained in the scope of work for Phase 1 only at your direction. If at any step in the scope of work, it is determined that the project becomes unfeasible to complete or is not to your expectations, Neel-Schaffer will stop work until further direction from you. You will be billed for work performed to that point. If additional services to the scope of work are required, a separate fee proposal will be prepared and the additional services will be provided after your approval of the professional fee for the additional services.

City of Franklin
Development of Plans and Specifications for Recommended Drainage Improvements
Within the 100 Block of Battle Avenue
Professional Fee Proposal
page 2 of 2

Project Schedule

It is anticipated the above Scope of Work will be completed by June 15, 2015

Thomas M. Allen

Date: 2/9/15

Thomas M. Allen, P.E.
Senior Project Manager

Neel-Schaffer, Inc.



Exhibit A

Scope of Work 100 Block of Battle Avenue

Development of Final Contract Plans and Specifications for Detention Pond and Drainage Improvements

Background

Several residences located along the 100 block of Battle Avenue have experienced historical localized flooding. City records indicate that five residences have suffered flood and drainage related damages. A low area adjacent to Battle Avenue at 114 Battle Avenue has a relatively small volume of storage available in relation to the contributing drainage area. Previous rainfall events indicate that two to three inches of rainfall will fill the low area which causes water to reach the roadway surface of Battle Avenue and impede traffic. A brief overview of the recommended drainage improvements are described in the following paragraphs.

Expansion of Existing Detention Basin

A self-storage facility, located at 110 Fairground Street, includes an existing detention basin (detention pond). This is a privately owned detention pond and it was determined that expansion of the pond is possible if the vacant parcel adjacent to and north of the existing detention pond is purchased. The existing detention pond has no outlet or outlet control structure. Storm water runoff stored in the basin is pumped to the existing storm sewer system at the intersection of Fairground Street and Columbia Avenue. The pump is only used after the rainfall event is over to dewater the detention pond prior to the next rainfall event.

The existing detention pond will be expanded to increase available storage for storm water runoff. Drawdown of the detention pond after a rainfall event will be regulated to ensure that capacity of the storm water system where the water is pumped is not exceeded. Drawdown of the pond will be completed within 24 hours so that detention pond storage is available in case another rainfall event occurs.

Drainage Swale

Low areas in the back yards of 109, 111, 115, and 117 Battle Avenue will be graded to drain south to a swale constructed along the alignment of an existing ditch. The existing ditch is located within an alley owned by the City. Yard drains will be installed as needed in low areas of the back yards and will discharge to the drainage swale. The drainage swale will also capture runoff from the area west of the self-storage facility. The drainage swale will be graded to provide positive drainage to the enlarged detention basin.

100 Block of Battle Avenue
Additional Modeling
Development of Final Contract Plans and Specifications
page 2 of 3

A yard inlet and storm sewer will be installed in the low area of the front yards between 112 and 114 Battle Avenue. A storm sewer will convey runoff from the low area south to the drainage swale.

Scope of Work Tasks

During the course of development of plans and specifications under a previous professional services agreement, design and construction issues were identified that require significant revisions to the 80% complete construction plans and hydrologic model. The primary issue resulted in the reduction of the proposed detention pond footprint and storage in order to provide access to the south side of the self-storage facility. The hydrologic model will need to be revised to include the reduced detention pond footprint and storage. The revised hydrologic model will be utilized to determine detention pond frequency elevations for all recurrence intervals. The 100-year floodplain will be defined based on the 100-year detention pond elevation.

The additional modeling, development of final plans and specifications, assistance with the bid process, and construction engineering and inspection (CEI) will be completed in two phases. Phase 1 tasks will consist of additional survey, hydrologic modeling, development of final contract plans and specifications, and assisting the City with the bid process. Phase 2 will consist of tasks required for CEI. A professional fee for Phase 2 will be developed once the Phase 1 tasks have been completed. The following Phase 1 tasks will be coordinated with the City and generally consist of additional hydrologic modeling and analyses; adjustment of grading based on the new detention pond footprint; developing contract plans and specifications for the revised detention pond layout; and probable opinion of construction cost.

Phase 1 Development of Final Contract Plans and Specifications

1. Develop survey requirements (property corners for parcel to be purchased, easement limits of alley, boundary surveys, other easements required, legal descriptions, etc.) (does not include title searches/appraisals, etc.), topography of revised pond footprint, and additional survey data required to finalize grading of swale, storm sewer, and pump discharge line (field survey services will be subcontracted);
2. Hydrologic modeling utilizing final detention pond layout and additional field survey data to determine pond frequency elevations and durations and determination of 100-year floodplain based on 100-year detention pond elevation;
3. Prepare technical documentation describing modeling approach, methodology, and results;
4. Adjust swale and grading/details based on final detention pond layout and additional field survey;
5. Determine construction limits and easements for pond and other project features (need to maintain storage facility access on south side – easements for storm

100 Block of Battle Avenue

Additional Modeling

Development of Final Contract Plans and Specifications

page 3 of 3

sewer, pump discharge line, grading within properties, and 100-year floodplain based on final pond design;

6. Obtain geotechnical data and report for design of Redi-Rock wall or equivalent, slope stability analyses, location of top of rock, etc. (geotechnical services will be subcontracted);
7. Determine type and details for fences (security and aesthetics);
8. Develop details/layout of pump discharge line and tie-in with City storm sewer system;
9. Rerun hydrologic model with final detention pond layout/grading;
10. Adjust grading as necessary (three iterations);
11. Prepare pump operations and maintenance plan;
12. Incorporate specifications and details for pump, wall, and fences, based on City recommendations, into plans and specifications;
13. Develop a plan and details for diversion of storm water runoff during construction;
14. Prepare erosion and sediment control plan and details;
15. Obtain construction general permit (preparation of SWPPP, etc.);
16. Obtain other required permits;
17. Prepare draft plans and specifications and submit to City for review;
18. Meet with City to discuss draft plans and specifications;
19. Incorporate City comments and submit final plans and specifications to City (3 iterations);
20. Prepare bid documents in accordance with City procedures ("front end" documents will be provided by the City);
21. Provide an Engineer's Opinion of Probable Construction Cost at the 60%, 90% and final plan stages (Engineer's Opinion of Probable Construction Costs will be based on City unit prices – right of way costs and utility relocation costs will not be included in this Opinion of Probable Construction Costs); and
22. Assist City with the bidding process
 - Advertisement of request for bids
 - Bid review
 - Recommendation for contractor

NEEL-SCHAFFER, INC.
WATER RESOURCES
2015 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-9	Senior Officer	\$200.00
P-8	Senior Manager	\$180.00
P-7	Engineer Manager/Professional IV/Survey Manager	\$170.00
P-6	Senior Project Manager/Assistant Engineer Manager/Professional III	\$160.00
P-5	Project Manager/Professional II	\$125.00
P-4	Professional I	\$105.00
P-1, P-2, P-3	Professional Intern	\$100.00
T-6	Senior Certified Engineering Technician	\$135.00
T-5	Certified Engineering Technician/Supervisory Technician	\$110.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$105.00*
T-3	Technician III/Inspector III//Survey Crew Chief	\$80.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$75.00*
T-1	Technician I/Inspector I/Survey Assistant	\$60.00*
T-1	Student Intern	\$40.00*
A-4	Senior Administrative	\$70.00
A-2, A-3	Clerical	\$55.00*
A-1	Assistant Clerical	\$40.00*
	Four-Member Survey Party	\$185.00*
	Three-Member Survey Party	\$160.00*
	Two-Member Survey Party	\$140.00*
	One-Member Survey Party	\$85.00*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE	
EXPENSE	COST
Vehicle Mileage	\$0.55/mile
Traffic Counter	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

Amendment Number: 1**Agreement Number: 120296****Project Identification Number: 118151.00****Federal Project Number: SRTS-9305(29)****State Project Number: 94LPLM-F3-062****FOR IMPLEMENTATION OF SAFE ROUTES TO SCHOOL PROGRAM**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and City of Franklin (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Safe Routes to School: Hunters Bend Elementary School. Improvements to 2 walking tunnels including retaining wall, earthwork, lighting, emergency call box, and tunnel entrance rock surround.

1. The language of Agreement #120296 dated May 13, 2013, section B.1(a) is hereby deleted in its entirety and replaced with the following:

"B.1 General Requirements:

a)

	Responsible Party	Funding Provided by: Agency or Project
Preliminary Engineering by:	Agency	Agency
Environmental Clearance by:	Agency	Project
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project"

2. The language of Agreement #120296 dated May 13, 2013, section B.2(a) is hereby deleted in its entirety and replaced with the following:

"B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before May 12, 2016. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department."

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
Mayor

By: _____
John C. Schroer
Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
City Attorney

By: _____
John Reinbold
General Counsel

**ORDINANCE 2014-50
AS AMENDED**

**TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE
23 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO
REVISE DEFINITIONS, CLARIFY REQUIREMENTS, AND
TO CORRECT GRAMMATICAL AND TYPOGRAPHICAL
ERRORS.”**

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in the legislative judgment of the Board of Mayor and Aldermen the Board has found that ordinances and policies that regulate land use, guide the Maintenance of the City’s infrastructure, and deliver essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Board of Mayor and Alderman desires to prescribe regulations and standards to manage Stormwater runoff within the City in order to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and the Tennessee Water Quality Control Act of 1977 as amended; and

WHEREAS, the Board of Mayor and Aldermen desires to allow the City Engineer the ability to review and approve variances to the requirements in Title 23 following the criteria contained within the Title to provide more efficiency in the implementation of the Title; and

WHEREAS, the Board of Mayor and Aldermen has decided to clarify certain subsections of this Title and correct grammatical and typographical errors.

NOW, THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 23 – Stormwater Management Ordinance of the Franklin Municipal Code is hereby modified by deleting the text shown in ~~strike through~~ and adding the text shown in **bold** so that it shall read as follows:

TITLE 23

STORMWATER MANAGEMENT

Chapter 1. – Stormwater Management Ordinance
Chapter 2. – Stormwater User Fee
Chapter 3. – Stormwater Appeals Board

CHAPTER 1

STORMWATER MANAGEMENT ORDINANCE

SECTION

- 23-101. Title and purpose.
- 23-102. Jurisdiction.
- 23-103. Definitions.
- 23-104. Authority.
- 23-105. Appeals.
- 23-106. Objectives and policy.
- 23-107. Riparian Buffer Requirements.
- 23-108. Maintenance requirements.
- 23-109. ~~Other Requirements.~~ **Allowable Stormwater discharges.**
- 23-110. **Enforcement and rule-making authority.**
- 23-111. **Enforcement.**
- 23-112. **Severability.**
- ~~23-113.~~

Sec. 23-101. Title and purpose. This ordinance shall be known as the “Stormwater Management Ordinance” for the City of Franklin, Tennessee.

This ordinance is intended to manage the manner in which Stormwater is addressed in areas of new Development, and Redevelopment through the course of construction and post-construction to maintain or benefit water quantity, water quality and the effects on the quality of life and character of the City of Franklin, Tennessee. This ordinance sets general policy, minimum requirements and standards, and Stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials.

Sec. 23-102. Jurisdiction.

(1) The Stormwater Management Ordinance (Title 23) shall govern all properties within the corporate limits of the City of Franklin, Tennessee.

~~(2) Exemptions from article. The following Development activities shall be exempt from the provisions of this article and requirements of providing Stormwater management:~~

- ~~—(a) Agricultural land management activities.~~
- ~~—(b) Additions or modifications to existing detached single family dwellings that disturb less than 5,000 square feet of additional land use. Lots classified as critical lots as defined in the current Zoning Ordinance, regardless of the amount of land disturbed, are not exempt.~~
- ~~—(c) Developments that do not disturb more than 5,000 square feet of land use. This exception may not be applied for contiguous properties that may have been subdivided and/or are attributed to multiple separate owners. This exemption does not apply to development in Critical Areas. This exemption does not apply to any discharge of sediment or other forms of water pollution that may leave a small Site.~~

(a) Agricultural land management activities shall be exempt from the provisions of this article.

(b) Any Development which meets all of the following conditions, shall be exempt from having to obtain a Stormwater Permit and Grading Permit and shall be exempt from having to comply with Peak Runoff Control and Green Infrastructure – Runoff Reduction Requirements of this article unless otherwise determined by the City Engineer:

(i) Involves less than 10,000 square feet of land disturbance

(ii) Involves less than 5,000 SF of additional or modified existing impervious surface.

(iii) Development is not part of a larger common development or contiguous properties that may have been subdivided.

(c) Lots classified as Critical Lots as defined in the City's Zoning Ordinance and Development in Critical Areas are not exempt from the requirements of this article.

Sec. 23-103. Definitions. For the purpose of this Title, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connotes mandatory and not discretionary; the word "may" is permissive. The following definitions shall apply in the interpretation of this Title and in any regulations promulgated hereunder, unless specifically stated otherwise:

(1) "100-Year Flood Event." See Base Flood.

(2) "Active Channel." The portion of the Stream Channel that is subject to frequent flows (approximately once every two (2) years) and the portion of the Channel below the Floodway.

(3) "Active Construction Sites." Any Site that has a permit for Grading, Stormwater or other activities (even if actual construction is not proceeding) and any Site where construction is occurring regardless of permits required.

(4) "Appeal." A request for a review of the City Engineer's interpretation of any provision of these regulations.

(5) "Architect." An Architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of Building architecture.

(6) "Base Flood." The Flood having a one percent (1%) chance of being equaled or exceeded in any given year. While this statistical event may occur more frequently, it may also be known as the "100-Year Flood Event."

(7) "Best Management Practice" or "BMP." Practices or a combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling Pollutants at levels compatible with environmental quality goals. This includes schedules of activities, prohibitions of practices, Maintenance procedures, and other management practices to prevent or reduce pollution of Water Resources. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage.

(8) "BMP Treatment Train." A technique for progressively selecting various Stormwater management practices to address water quality, by which groups of practices may be used to achieve a treatment goal while optimizing effectiveness, Maintenance needs and space.

- (9) "Bridge." A manmade structure spanning and providing passage over a waterway to allow for the conveyance of Stormwater flows. Spans of twenty feet (20') or more are considered a Bridge.
- (10) "Buffer Management Plan." A written integrated plan outlining the utilitarian, ecological and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.
- (11) "Building." Any Structure built for support, shelter, or enclosure for any occupancy or storage.
- (12) "Channel." A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined Channel.
- (13) "City." The City of Franklin, Tennessee.
- (14) "City Engineer." Refers to the City of Franklin, City Engineer who has the authority to delegate to designated staff, ~~which includes, but is not limited to, the Director of Engineering, Staff Engineers, the Stormwater Management Coordinator, Water Quality Specialists and the Stormwater Inspectors.~~
- (15) "Climax Successional Vegetation." The native plant community that would become established on a Site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its Development.
- (16) "Compensatory Cut." Excavated volume of material below the Floodplain elevation required to offset Fill in the Floodplain.
- (17) "Culvert." A manmade conveyance of Stormwater flows. This may include a pipe or other constructed conveyance of less than twenty feet (20').
- (18) "Cross-Drain." A Culvert used to convey flow under a road or other obstruction between Channels or surface flow.
- (19) "Critical Area." A Site subject to Erosion or ~~S~~sedimentation as a result of Cutting, Filling, Grading, or other disturbance of the Soil; a Site difficult to stabilize due to exposed subsoil, steep Slope, extent of exposure, and other conditions.
- (20) "Critical Design-Storm Period." Refers to the time frame in which Detention volume must be controlled with the pre-Development flow volume as a maximum limit. It assumes a design period for an NRCS (formerly SCS) type II design storm. This is a Watershed specific parameter that may be specified by the City Engineer, but may be assumed as ten (10) to fourteen (14) hours for small and medium Watersheds (order of less than ten (10) square miles) and ten (10) to eighteen (18) hours for large Watersheds (order of ten (10) to forty (40) square miles).
- (21) "Critical Service Roads." Designated City evacuation routes, or other access to police, fire, emergency medical services, hospitals, or shelters.
- (22) "Cut." Portion of land surface or area from which earth has been removed or will be removed by Excavation; the depth below original ground surface to the excavated surface.
- (23) "Detention." The temporary delay of storm runoff prior to discharge into receiving waters.
- (24) "Developer." Any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect Development of land for him/her or others.

- (25) “Development.” Any man-made change to improved or unimproved real estate, including but not limited to, Buildings or other Structures, mining, dredging, Filling, Grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).
- (26) “Drainage Basin.” A part of the surface of the earth that is occupied by and provides surface water runoff into a Stormwater Management System (MS4 or Waters of the State), which consists of a surface Sstream or a body of impounded surface water together with all tributary surface Sstreams and bodies of impounded surface water.
- (27) “Drainage Well.” A bored, drilled, driven, dug, or naturally occurring shaft or hole with a depth greater than the largest surface dimension, used to drain surface fluid, primarily storm runoff, into a subsurface or karst formation. Also known as “dry well” or “sinkhole.”
- (28) “Ecological Integrity.” The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with genetic species diversity and ecosystem diversity assured for the future.
- (29) “Engineer” or “Professional Engineer.” An Engineer duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.
- (30) “Erodible Soils.” Soils that are likely to have high Soil loss when exposed to water runoff.
- (31) “EP&SC.” Erosion Prevention and Sediment Control; see “Erosion Prevention” and “Sediment Control.”
- (32) “Erosion.” The removal of Ssoil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (33) “Erosion Prevention (EP).” Practices implemented to prevent, through shielding, binding or other mechanism(s), the suspension of Soil particles, often associated with Erosion Prevention and Ssedimentation control.
- (34) “Excavation.” See Cut.
- (35) “Existing Grade.” The Slope or elevation of existing ground surface prior to Cutting or Filling.
- (36) “Existing Construction.” Any Structure for which the “start of construction” commenced before the effective date of these regulations.
- (37) “Fill.” Portion of land surface or area to which Soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.
- (38) “Finished Grade.” The final Slope or elevation of the ground surface, after Cutting or Filling.
- (39) “Flood or Flooding.” Water from a river, Sstream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.
- (40) “Floodplain.” The relatively flat or lowland area adjoining a river, Sstream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by Floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one percent (1%) chance of being equaled or exceeded in any given year.
- (41) “Floodway.” That portion of the Sstream Channel and adjacent Floodplain required for the passage or conveyance of a 100-year Flood discharge. The Floodway boundaries are

placed to limit encroachment in the Floodplain so that a discharge can be conveyed through the Floodplain without materially increasing (less than one (1) foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities and due consideration should be given to effects of Fill, loss of cross sectional flow area, and resulting increased water surface elevations.

- (42) “Floor.” The top surface of an enclosed area in a Building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.
- (43) “Functionally Dependent Facility.” A facility that cannot be used for its intended purpose unless it is located or carried out in proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.
- (44) “Grading.” Any operation or occurrence by which the existing Site elevations are changed; or where any ground cover, natural, or man-made, is removed; or any watercourse or body of water, either natural or man-made, is relocated on any Site, thereby creating an unprotected area. This includes Stripping, Cutting, Filling, stockpiling, or any combination thereof, and shall apply to the land in its Cut or Filled condition. Grading activities may only be performed with a Stormwater Management Permit and Grading permit.
- (45) “Green Infrastructure.” The interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.
- (46) “Green Infrastructure Practices.” Management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater through the use of natural hydrologic features.
- (47) “Greenways.” Linear undeveloped areas linking various types of Development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (48) “Greenway Right-of-Way.” Property that has been designated for use by the City in support of greenway activities. This may include, but does not require, the use of trails or walkways to provide access to the general public. A greenway that is not defined with a right-of-way may have restricted access (i.e., not accessible to the general public).
- (49) “Highest Adjacent Grade.” The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a Structure.
- (50) “Historic Structure Designation.” Any Structure that is: listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historical district or a district preliminarily determined by the secretary to qualify as a registered historic district; or listed individually on a state or local inventory of historic places which have been approved by the Secretary of the Interior.
- (51) “Hot Spot”. An area where land use or activities generate highly contaminated runoff, with concentrations of Pollutants in excess of those typically found in Stormwater. Examples include, but are not limited to, operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas and restaurants.

- (52) “Illicit Connections.” Any drain or conveyance, whether on the surface or subsurface, which allows an Illicit Discharge to enter the MS4, including, but not limited to, any conveyances which allow any non-Stormwater discharge including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the City.
- (53) “Illicit Discharge.” Any discharge to a Municipal Separate Storm Sewer System (MS4) that is not entirely composed of Stormwater, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.
- (54) “Impaired Waters”. Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the “303(d) List”.
- (55) “Impervious Surface.” A term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.
- (56) “Invasive Exotic Plants.” Plants that have been introduced from other regions and compete so successfully against natives plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.
- (57) “Landscape Architect.” A Landscape Architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of Landscape Architecture.
- (58) “Land Surveyor.” A Land Surveyor duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of land surveying.
- (59) **“Limited Areas”. Areas as defined by the City Engineer that Stormwater practices may be applied in which there are no other feasible opportunities or areas of application.**
- (60) “Long Term Maintenance Agreement” or “Maintenance Agreement.” A document recorded in the land records that acts as a property deed restriction, and which provides for long-term Maintenance of Stormwater management practices.
- (61) “Maintenance.” Any activity that is necessary to keep a Stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a Stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the Site property that may directly impair the functions of the Stormwater facility.
- (62) “Master Plan.” Any study or plan prepared by or accepted by the City of Franklin that identifies solutions to water quantity or quality problems. Also known as basin study or plan, Flood management study or plan or water quality management study or plan.
- (63) “Municipal Separate Storm Sewer System (MS4).” A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that are:
- a. Owned or operated by a state, city, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, Stormwater, or other wastes, including special districts under State law such as a sewer district, Flood control district or drainage district, or

- similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (CWA) that discharges to waters of the state:
- b. Designed or used for collecting or conveying sStormwater;
 - c. Which is not a combined sewer;
 - d. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.
- (64) “Native Vegetation.” The normal vegetation that grows or would reestablish normally after a disturbance. This does not include Invasive Exotic Plants.
- (65) “Natural Ground Surface.” The ground surface in its original state before any Grading, excavating, or Filling.
- (66) “New Construction.” Structures for which the “start of construction” commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such Structures.
- (67) “National Pollution Discharge Elimination System (NPDES) MS4 Phase II program.” A comprehensive program to manage the quality of Stormwater discharged from the MS4 of small communities.
- (68) “Notice of Termination.” A notice given to the City’s Engineering Department to terminate a Stormwater and Grading Permit by a site owner or operator.**
- (69) “Notice of Transfer.” A notice given to the City’s Engineering Department to transfer a Stormwater and Grading Permit by a site owner or operator to a new site owner or operator.**
- (70) “NRCS.” National Resources Conservation Service.
- (71) “One Hundred-Year Flood.” A Flood that has an average frequency of occurrence of once in one hundred (100) years, determined from an analysis of Floods on a particular watercourse and other watercourses in the same general region. Statistically, it has a one percent chance of occurring in any given year. See “Base Flood” and “100-Year Flood Event.”**
- (72) “Operator.” As used in this Ordinance, Operator shall be as defined by the State of Tennessee’s Construction General Permit.**
- (73) “Passive Recreation.” Recreation activities that require limited physical exertion on behalf of the participant. Examples of Passive Recreation activities include bird watching, walking or photography.
- (74) “Peak Runoff.” The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- (75) “Pollutant.” Anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes, wastes and residues that result from constructing a Building or Sstructure; Ssediment; and noxious or offensive matter of any kind.
- (76) “Permittee.” Any person, firm, or any other legal entity to which a Site disturbance, Grading, **Stormwater**, Building or other related permit is issued in accordance with City of Franklin regulations.
- (77) “PUD.” Planned Unit Development.

- (78) “Qualified Hydrologic Professional” or “QHP”. A person who is duly registered, licensed or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.
- (79) “Redevelopment.” The alteration of developed land that ~~adds 5,000 disturbs 5,000~~ square feet **of Impervious Surface area** or more and ~~increases the site or building impervious footprint~~, or offers a new opportunity for ~~s~~Stormwater controls. Demolition and reconstruction is considered Development and not Redevelopment. Note: Redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse Stormwater quality impacts.
- (80) “Regional Stormwater Management Facility.” A device or management practice, typically but not always a Detention or Retention pond, with a Tributary Area with more than one Development Site. This may be multiple homogeneous land use areas or an area of various land uses.
- (81) “Retention.” The prevention of storm runoff from direct discharge into receiving waters. Examples include Systems which discharge through percolation, exfiltration, filtered bleed-down and evaporation processes.
- (82) “Riparian Buffer.” An undisturbed area, measured from Top of Bank of the Water Resource, which consists of a Riparian Zone comprised of Native Vegetation, original or re-established, bordering Streams, seeps, springs, Wetlands, sinkholes, lakes and other Water Resources.
- (83) “Riparian Zone.” Areas adjacent to Water Resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.
- (84) “SCS.” Soil Conservation Service.
- (85) “Sediment.” Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its Site of origin by air, water, or gravity as a product of Erosion.
- (86) “Sediment Control (SC).” Practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (Soil, organic or mineral) from water, often associated with Erosion Prevention and sedimentation control.
- (87) “Sensitive Areas.” Areas that supply critical habitat in supporting aquatic or semi-aquatic life such as Streams, sinkholes, springs, Wetlands, ponds, etc.
- (88) “Site.” All contiguous land and bodies of water in one ownership, graded, proposed for Grading or Development as a unit, although not necessarily at one time.
- (89) “Slope.” Degree of deviation of a surface from the horizontal, usually expressed in percent or ratio.
- (90) “Soil.” All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.
- (91) “Soil Engineer.” A Professional Engineer who is qualified, licensed and/or registered in the State of Tennessee to practice applied Soil mechanics and foundation engineering.
- (92) “Stabilization.” The measures, vegetative and/or structural, taken that will prevent Erosion from occurring.
- (93) “Stop Work Order.” An order directing the Developer and/or Permittee responsible for the Development to cease and desist all or any portion of the work which violates the provisions of this Title.
- (94) “Stormwater.” Storm event runoff, snowmelt runoff, and surface runoff and drainage.

- (91) “Stormwater Management Plan.” A document that is submitted to the City Engineer, in accordance with concept plans, regulating plans, and/or Site plans which shows, in detail, that a Site meets the standards set forth in this ordinance and allows the City to evaluate the environmental characteristics of the Site, the potential impacts of all proposed Development of the Site, both present and future, on the Water Resources and the effectiveness and acceptability of the measures proposed for managing Stormwater generated at the Site.
- (92) “Stormwater Management Permit.” A permit issued by the City Engineer that allows Stormwater discharge into the City of Franklin’s MS4 in accordance with this Title.
- (93) “Stormwater Pollution Prevention Plan (SWPPP).” A written plan that includes Ssite map(s), an identification of construction/contractor activities that could cause pollutants in the sStormwater, and a description of measures or practices to control these pollutants. It must be prepared and approved before construction begins. In order to effectively reduce Eerosion and sedimentation impacts, Best Management Practices (BMPs) must be designed, installed and maintained during land disturbing activates. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook or local BMP Manual, whichever is more stringent and protective of waters of the state. The handbook is designed to provide information to planners, developers, Eengineers, and contractors on the proper selection, installation, and mMaintenance of BMPs. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect Waters of the State. It also aids in the development of SWPPPs and other reports, plans, or specifications required when participating in the State of Tennessee’s water quality regulations.
- (94) “Stream.” Surface water that is not a Wet-Weather Conveyance as determined by a Qualified Hydrological Professional and approved by the City Engineer.
- (95) “Stripping.” Any activity that removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.
- (96) “Structure.” Anything constructed or erected, the use of which requires a permanent location on or in the ground. Such construction includes but is not limited to objects such as Buildings, towers, smokestacks, carports, and walls.
- (97) “Top of Bank”. The ordinary high water level and break in Slope for a Water Resource.
- (98) “Tributary Area.” The area upstream of a specified point including all overland flow that directly or indirectly connects down-Sslope to the specified point.
- (99) “View Corridors.” Areas associated with formal trail systems closer than the required buffer width approved by the City Engineer with an approved Buffer Management Plan.
- (100) “Water Resources.” Streams, seeps, springs, Wetlands, sinkholes, **or** lakes ~~or Channels~~ serving more than twenty five (25) acres of Tributary Area, as determined by the City Engineer.
- (101) “Waters of the State.” Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or affect a junction with natural surface or underground waters.
- (102) “Water Quality Buffer” See Riparian Buffer.
- (103) “Watershed.” All the land area that contributes runoff to a particular point along a Water Resource.

(104) “Wet Weather Conveyance.” Man-made or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality, whose Channels are above the groundwater table and which do not support fish and aquatic life and are not suitable for drinking water supplies, and in which hydrological and biological analysis indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two (2) months.

(105) “Wetland.” Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support a prevalence of vegetation typical to life in saturated Soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs and similar areas. Wetlands are designated by federal or state organizations with this responsibility.

Sec. 23-104. Authority. (1) Authority of departments. The City Administrator may provide authority in part or whole to various departments for the implementation of activities pursuant to this Title. This authority may include but is not limited to plan review, incentives negotiation, plan approval and Stormwater facilities ~~m~~Maintenance. The City Engineer shall have the authority of administration and enforcement of the provisions established pursuant to this Title, including, but not limited to, the issuance of civil penalties.

(2) Right-of-entry.

(a) Designated City staff shall have right of entry on or upon the property of any person subject to this Title and any permit/document issued hereunder. The City staff shall be provided ready easy access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any duties necessary to determine compliance with this Title.

(b) Where a property, Site or facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the designated City staff will be permitted to enter without delay for the purposes of performing specific responsibilities.

(c) Designated City staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or monitoring of the person's Stormwater operations or discharges.

(d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the City staff. The costs of clearing such access shall be borne by the person.

(e) The City Engineer, **or his designee**, may inspect the facilities of any user in order to ensure compliance with this Title. Such inspection shall be made with the consent of the owner, manager, or signatory official. If such consent is refused, denied or not promptly addressed, the designated City staff may seek issuance of an administrative search warrant.

(f) The City has the right to determine and impose inspection schedules necessary to enforce the provisions of this article. Inspections may include, but are not limited to, the following:

- (i) An initial inspection prior to Stormwater Management Plan approval;
- (ii) A bury inspection prior to burial of any underground drainage structure;
- (iii) Erosion control inspections as necessary to ensure effective control of Erosion and sedimentation; and
- (iv) A finish inspection when all work, including installation of storm management facilities, has been completed.
- (v) Regular or random follow-up inspections to ensure the storm management facilities remain in compliance.

Sec. 23-105. Appeals. Appeals of this Section shall be pursuant to Franklin Municipal Code Section 23-301 et seq.

Sec. 23-106. Objectives and policy. (1) Objectives. The objectives of this Title are pursuant to the Small MS4 Permit issued by the State to the City and are as follows:

- (a) To protect human life and health.
- (b) To minimize the need for rescue and relief efforts associated with Flooding.
- (c) To eliminate any non-allowable discharges to the City's MS4 that impact water quality.
- (d) To help maintain a stable tax base by providing for the sound use and Development of Flood-prone areas in such a manner as to maximize beneficial use without increasing Flood hazard potential or diminishing the quality of the natural Stormwater resources.
- (e) To ensure that potential homebuyers are notified that property is in a Flood area and generally increase the public awareness of Flooding potential.
- (f) To minimize prolonged business interruptions.
- (g) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sanitary sewer lines; and streets and Bridges located in Floodplains.
- (h) To ensure a functional public and private Stormwater quantity and quality Management System that will not result in excessive Maintenance costs.
- (i) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.
- (j) To guide the construction of Stormwater management facilities by developing comprehensive Master Plans to address Stormwater quantity and quality.
- (k) To encourage preservation of Floodplains, Floodways and open spaces to protect and benefit the community's quality of life and natural resources.
- (l) To encourage community stewardship of the City's Water Resources and their impacts on the community character and quality of life.

(2) Implementation. To implement the objectives presented above, the following standards and general policy statements shall be enforced:

- (a) ~~All new Development and Redevelopment under the jurisdiction of this Title shall be required to obtain a Stormwater Management and/or Grading Permit.~~
 - (i) ~~The City Engineer shall issue and Stormwater Management Permit for Stormwater Management Plans that meet the guidelines of this ordinance and any other provision given authority under Section 23-~~

- 111 of this Title. Application for a permit shall be accompanied by a fee as specified in Title 22—Comprehensive Fees and Penalties.
- (ii) ~~Technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined in this ordinance, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this ordinance.~~
 - (iii) ~~Approved permits shall be displayed in a conspicuous location on all Active Construction Sites.~~
 - (iv) ~~—~~
- (b) ~~All new Development and Redevelopment under the jurisdiction of this Title shall be required to obtain a Grading Permit.~~
- (i) ~~The City Engineer shall issue a Grading Permit for Grading and EP&SC plans that meet the guidelines of this ordinance and any other provision given authority under Section 23-111 of this Title. Application for a permit shall be accompanied by a fee as specified in Title 22—Comprehensive Fees and Penalties, Chapter 23—Stormwater Management Ordinance.~~
 - (ii) ~~Technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined in this ordinance, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this ordinance.~~
 - (iii) ~~A pre-construction meeting with the City Engineer shall be held with construction Site Operators prior to the issuance of a Grading Permit.~~
 - (iv) ~~Approved permits shall be displayed in a conspicuous location on all Active Construction Sites.~~
- (c) ~~An Engineer shall stamp all proposed plans for construction in the City. This shall include all proposed improvements or modifications to the existing or new Stormwater infrastructure, Erosion Prevention and Sediment Control practices, and other related improvements or modifications.~~
- (d) ~~If applicable, each individual project shall be evaluated for consistency with the master Stormwater Management Plan for the major Watershed or Watersheds within which the project Site is located. The individual project evaluation will determine if Stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a regional facility(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.~~
- (e) ~~In the absence of such a Stormwater quantity and/or quality Master Plan, a system of uniform requirements shall be applied to each individual project Site. In general, these uniform requirements will be based on the criteria that post-development Stormwater peak runoff, volume over the Critical Design Storm Period and water quality must not differ significantly from pre-development conditions. These criteria shall be included in the Stormwater Management Plan for the Site.~~

- (f) Under no circumstances shall a Site be graded or drained in such a way as to increase surface runoff to sinkholes, dry wells or Drainage Wells.
- A. ~~Stormwater Detention facilities shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge over the Critical Design Storm Period. This shall be applied for 2-, 10-, 25-, 50- and 100-year design storm events.~~
 - B. ~~—~~
- (g) New Development shall meet a Stormwater quantity level of service defined by:
- (i) ~~Designing road catch basins and connecting Culverts to convey the 10-year design storm runoff.~~
 - (ii) ~~Designing Bridges, Culverts, Channels and Cross Drains to pass the 25-year design storm runoff for flows less than 5,000 cubic feet per second (cfs).~~
 - (iii) ~~Designing Bridges, Culverts, Channels and Cross Drains to pass the 50-year design storm runoff for flows greater than or equal to 5,000 cfs.~~
 - (iv) ~~Detaining at least the runoff from a 25-year design storm runoff (50- or 100-year) for ponds serving Critical Service Roads.~~
 - (v) ~~Providing emergency bypass of 50- and 100-year design storm runoff for all ponds not required to detain the 50- or 100-year design storm event. New Roadways are not inundated by more than three inches of water over one half (1/2) the roadway width under a 100-year design storm event.~~
- (h) Stormwater infrastructure shall be designed in a way that:
- (i) ~~Critical Service Roads are not inundated by more than three inches of water over one half (1/2) the roadway width under a 100-year design storm event.~~
 - (ii) ~~Other existing roads (as impacted by new or existing Development) shall be designed to have no more than nine inches (9") of runoff overtopping the road for a 25-year design storm event.~~
 - (iii) ~~Other new roads shall be designed to have no more than six inches (6") of runoff overtopping the road for the 25-year design storm event.~~
- (i) ~~A Long Term Maintenance Plan and Maintenance Agreement shall be submitted for review and approval by the City Engineer for all devices or facilities in new Development and Redevelopment that require more than general Maintenance (i.e., mowing, weeding, etc.). The plan shall address schedules and techniques for inspections and removing trash, Pollutants and Sediment. Documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures shall be submitted to the City Engineer on or before July 1st of each year.~~

- ~~(j) For properties where Stormwater quantity management practices are either not feasible or are not necessary in lieu of regional Stormwater quantity controls, the City has the right to require on-Site controls for Stormwater quality.~~
- ~~(k) The City encourages regional Stormwater quantity management practices, serving forty (40) to three hundred (300) acres of Tributary Area, which may be consistently and efficiently managed and maintained. These types of practices will be encouraged in order to replace or reduce the implementation of on-Site Stormwater quantity management practices, as appropriate as determined by the City Engineer. Regional Stormwater quality management practices, while not necessarily typical, are allowed in the same manner as Stormwater quantity management practices.~~
- ~~(l) Redevelopment of properties containing on-Site Stormwater management practices may be permitted, at the discretion of the City Engineer, provided the property and downstream public and private properties, infrastructure or Waters of the State are adequately protected by a regional facility(s) from Stormwater quantity or quality impacts.~~
- ~~(m) No construction, whether by private or public action, shall be performed in a manner that will negatively impact Stormwater quantity or quality in its vicinity or in other areas whether by flow restrictions, increased runoff, or by diminishing Channel or Floodplain storage capacity. New Construction shall not aggravate upstream or downstream Flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new Development or Redevelopment.~~
- ~~(n)~~
- ~~(o) New Construction shall only be permitted after temporary or permanent Erosion Prevention and Sedimentation Control management practices have been placed or constructed and are operational to the City's satisfaction, and a Grading permit has been issued. The City may stop construction on properties, or administer other enforcement actions as defined in Section 23-108 of this Title, that do not have adequate Erosion Prevention and sedimentation control measures.~~
- ~~(p) Soil bioengineering, "green" and other "soft" Slope and stream bank Stabilization methods shall receive preference over riprap, concrete and other hard armoring techniques. "Hard" alternatives shall only be permitted when their necessity can be demonstrated given Site-specific conditions.~~
- ~~(q) The City may require more stringent Erosion Prevention and Sedimentation Control practices on properties adjacent to Impaired Waters, or within Impaired Watersheds, Watersheds with TMDLs, or sites in close proximity to Water Resources. This may include measures that limit or eliminate, with a greater safety factor, the potential for Sediment or other forms of water pollution from entering Sensitive Areas as designated by the TDEC or the City Engineer.~~
- ~~(r) The City may require maintenance or modification of Stormwater management practices that are not operating within the guidelines established by this Title, as determined by the City Engineer.~~

- (s) ~~All Active Construction Sites shall be inspected weekly, and no more than 24 hours before and within 24 hours after a predicted 0.25-inch rain event or greater, or in accordance with the requirements of the Tennessee General Construction Permit (whichever is more stringent) by a certified Tennessee Erosion Prevention and Sediment Control, Level 1 inspector (or equivalent) to ensure Erosion Prevention and Sediment Controls are not damaged and are effective. It is not the City's intent to penalize proper maintenance and mitigation of failed management practices, but rather to ensure that potential and actual failures are promptly recognized and addressed expeditiously and effectively. The City may issue a Stop Work Order demanding that construction be stopped on properties, or administer other enforcement actions as defined in Section 23-112 of this Title, that do not or are not able to provide on-Site documentation that proper inspection and maintenance activities were performed on Erosion Prevention or Sediment Control measures.~~
- (t) ~~The design storm for Erosion Prevention and Sediment Control practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee General Construction Permit.~~
- (u) ~~The City encourages the use of greenway rights-of-way for appropriate properties.~~
- (v) ~~Floodplain Alterations or Filling shall not cause a net decrease in Flood Storage capacity below the projected One-Hundred-Year Flood elevation unless it is shown that the proposed Alteration or Filling will not cause an increase in the high water level, increase velocities, or aggravate Flooding on other properties and will not unduly restrict Flood flows. Compensatory Cut shall at least be applied in equal amounts (1:1) for all Fill in the Flood Plain. Compensatory Cut shall at least be applied to one hundred fifty-percent (150%) (1.5:1) for all Fill in Floodplains with waterway reaches determined to be impacted by localized Flooding not dominated by waterway backwater effects, as determined by studies accepted or performed by the City. Floodplain may be used for application of water quality devices. This may only be permitted provided EP&SC, water quality, and Cut-Fill policies are adequately addressed as determined by the City according to the provisions in Section 23-111 of this Title. Detention/retention volumes in the Floodplain shall count as Fill if applied in a manner where Floodplain storage is lost.~~
- (w) ~~The City may apply incentives for Floodplain management strategies applied beyond those required by this ordinance, as approved during the plan review process.~~
 - (i) ~~Strategies beyond those required may include, but not limited to:~~
 - (A) ~~Extra (twenty percent (20%) more than required) Floodplain storage developed (Cut).~~
 - (B) ~~Greenways that are dedicated to the City.~~
 - (C) ~~Eroding waterways are restored or Stabilized with bioengineering or "green" approaches.~~
 - (D) ~~New and innovative technologies are applied to address water quantity or quality.~~

- ~~(E) Other management strategies acceptable to the City according to the provisions of Section 23-111 of this Title.~~
- (ii) — If the above management strategies are applied in a manner acceptable to the City, then the City may apply incentives including, but not limited to:
 - ~~(A) Modification to density, trees or other Development requirements acceptable to the City Engineer and Planning Department and approved by the Board of Mayor and Aldermen and/or the Franklin Municipal Planning Commission.~~
 - ~~(B) Other incentives according to the provisions of Section 23-111 of this Title.~~
- ~~(x) The construction and financing of any required off-Site drainage improvement necessitated by private Development within the same Watershed shall be the responsibility of the Developer.~~
- ~~(y) Any Stormwater management facility or BMP which services individual property owners or subdivisions shall be privately owned with general routine maintenance (controlling vegetative growth and removing debris) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other maintenance by the City.~~
- ~~(z) Any Stormwater management facility or BMP which services an individual subdivision in which the facility or BMP is within designated open areas or an amenity with an established homeowners association shall be privately owned and maintained consistent with provisions of this ordinance. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency maintenance by the City.~~
- ~~(aa) Any Stormwater management facility or BMP which services commercial and industrial Development shall be privately owned and maintained consistent with the provisions of this Title. The City has the right, but not the duty to enter premises for emergency repairs through a perpetual nonexclusive easement.~~
- ~~(bb) All regional Stormwater management control facilities proposed by the owners, if accepted by the City Engineer and approved by the Board of Mayor and Aldermen for dedication as a public regional facility shall be publicly owned and maintained.~~
- ~~(cc) All other stormwater management control facilities and BMP's shall be publicly owned and/or maintained only if accepted for maintenance by the City.~~
- ~~(dd) The City Engineer may require dedication of privately owned Stormwater facilities, which discharge to the City's Stormwater System.~~
 As new Development construction is completed, an "as-built" plan, certified by an Engineer and/or Land Surveyor as appropriate, must be submitted upon completion of the Stormwater management facilities included in the Stormwater Management Plan. The licensed professional shall certify that: the facilities have been constructed as shown on the "as-built" plan, and facilities meet the approved Stormwater Management Plan and specifications, or

~~achieve the function for which they were designed. Coordinate data shall be presented in the State of Tennessee Plane system with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988. (as added by Ord. #2001-53,2002)~~

- (a) **Permits.** All new Development and Redevelopment under the jurisdiction of this Title shall be required to obtain a Stormwater Management and/or Grading Permit.
- (i) The City Engineer shall issue a Grading and Stormwater Management Permit for Stormwater Management Plans that meet the guidelines of this ordinance and any other provision given authority under Section 23- 111 of this Title. Application for a permit shall be accompanied by a fee as specified in Appendix A – Comprehensive Fees and Penalties.
 - (ii) Technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined in this ordinance, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this ordinance.
 - (iii) Approved permits shall be displayed in a conspicuous location on all Active Construction Sites.
 - (iv) A pre-construction meeting with the City Engineer shall be held with construction Site operators prior to the issuance of a Grading and/or Stormwater Permit.
 - (v) All site Permittees and/or Operators shall apply for a Notice of Termination to the City's Engineering Department stating that all areas have been stabilized and vegetated and all construction activities have been completed related to that sections or sites corresponding Stormwater and Grading Permit. This shall be completed prior to the release of all performance sureties.
 - (vi) Site Owner or Developer and/or contractor that wish to transfer Stormwater and Grading Permit coverage to a new Owner or Developer and/or contractor shall do so by applying for a Notice of Transfer request in the City's Engineering Department. The Site Owner or Developer shall also be required to transfer performance sureties to the New Site Owner or Developer prior to the City of Franklin approving the Notice of Transfer.
 - (vii) The Permittee(s) shall be responsible for all EPSC measures and maintenance located within the sites or sections defined in the permit regardless of individual lot ownership until a Notice of Transfer or Notice of Termination is issued by the City's Engineering Department.
- (b) **Stormwater Plan Submittal Requirements.** All new Development and Redevelopment under the jurisdiction of this Title shall be required to submit construction plans prior to issuance of Stormwater and/or Grading Permit Approval

- (i) An Engineer shall stamp all proposed plans for construction in the City. This shall include all proposed improvements or modifications to the existing or new Stormwater infrastructure, Erosion Prevention and Sediment Control practices, and other related improvements or modifications.
- (c) **Stormwater Master Plan.** Each individual project shall be evaluated for consistency with the master Stormwater Management Plan for the major Watershed or Watersheds within which the project Site is located. The individual project evaluation will determine if Stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a regional facility(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.
 - (i) In the absence of such a Stormwater quantity and/or quality Master Plan, a system of uniform requirements shall be applied to each individual project Site. In general, these uniform requirements will be based on the criteria that post-Development Stormwater Peak Runoff, volume over the Critical Design-Storm Period and water quality must not differ significantly from pre-Development conditions. These criteria shall be included in the Stormwater Management Plan for the Site.
- (d) **Peak Runoff Control.** Peak Runoff control facilities for new Development and Redevelopment shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge over the Critical Design-Storm Period. This shall be applied for 2-, 5-, 10-, 25-, 50- and 100-year 24 hour storm peak discharge rate not to exceed the pre-Development (or undisturbed natural conditions) discharge rate.
 - (i) Calculation of Peak Runoff flow – Acceptable methodologies for computing pre and post-Development conditions shall include:
 - A. The rational method (used when the drainage area is 25 acres or less.)
 - B. The peak discharge method as described in USDA Technical Release Number 55 (TR-55) (drainage area is 2,000 acres or less)
 - (ii) Peak Runoff Flow Requirements - If the total land disturbance area is less than fifty percent (50%) of the property, then Peak Runoff control shall be required for the disturbed area only. If the total land disturbance area is greater than fifty percent (50%) of the property, then Peak Runoff control shall be required for the entire Site area.
 - (iii) Redevelopment of property without existing detention shall be evaluated using one of the following methods unless otherwise determined by the City Engineer:
 - A. Rational Method shall evaluate pre-Development conditions utilizing the appropriate turf meadows

runoff coefficient or as existing conditions. The more stringent conditions shall govern.

B. USDA Technical Release Number 55 (TR-55) shall evaluate the pre-Development conditions as either grassland conditions or as existing conditions. The more stringent conditions shall govern.

(e) **Stormwater Design Requirements.** New Development shall meet a Stormwater quantity level of service defined by:

- (i) Designing road catch basins and connecting Culverts to convey the 10-year design-storm runoff.
- (ii) Designing Bridges, Culverts, Channels and Cross Drains to pass the 50-year design-storm runoff.
- (iii) Providing emergency bypass of 100-year design storm runoff.
- (iv) New and existing Roadways are not inundated by more than three inches of water over one-half (1/2) the roadway width under a 100-year design storm event. A Long Term Maintenance Plan and Maintenance Agreement shall be submitted for review and approval by the City Engineer for all devices or facilities in new Development and Redevelopment that require more than general Maintenance (i.e., mowing, weeding, etc.). The plan shall address schedules and techniques for inspections and Maintenance of the facilities and devices. Documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures shall be submitted to the City Engineer on or before July 1st of each year.

(f) **Easements.**

- (i) All new Development and Redevelopment shall be designed and graded in such a way as to forbid stormwater from discharging onto adjacent property where not supported by adequate public infrastructure, easements and right-of-way.
- (ii) All new Development and Redevelopment shall be designed and graded so that a minimum ten (10) foot drainage easement and Stormwater conveyance exist between each property.
- (iii) All new Development and Redevelopment shall be designed to provide a minimum twenty (20) foot drainage easement on all Stormwater infrastructure, including Channels, serving more than two (2) properties.

(g) **Erosion Prevention and Sediment Control.** All construction Sites receiving Grading or Stormwater Permits from the City of Franklin shall be subject to the State of Tennessee's Construction General Permit and the requirement set forth in this ordinance (whichever is more stringent) including the following:

- (i) Construction shall only be permitted after temporary or permanent EPSC management practices have been placed or constructed and are operational to the City's satisfaction, and a

Grading and/or Stormwater Permit has been issued and signed by the City Stormwater Inspector.

- (ii) The design-storm for EPSC practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee Construction General Permit.
 - (iii) The City may require more stringent EPSC practices on properties adjacent to Impaired Waters, or within Impaired Watersheds, Watersheds with TMDLs, or Sites in close proximity to Water Resources. This may include measures that limit or eliminate, with a greater safety factor, the potential for Sediment or other forms of water pollution from entering Sensitive Areas as designated by TDEC or the City Engineer.
 - (iv) Unwarranted acceleration of Erosion or sedimentation, or transport of other Pollutants or forms of Pollution, due to various land Development activities shall be controlled.
 - (v) If deemed appropriate, the City may require the addition, removal or modification of EP&SC measures and/or EP&SC locations at any time during the construction process to ensure proper EP&SC performance.
 - (vi) The City may impose enforcement actions outlined in section 23-112 of this ordinance if any Site, Development, or Construction is found to be in violation of this ordinance or the States of Tennessee's Construction General Permit in order to achieve EP&SC compliance.
 - (vii) The design-storm for Erosion Prevention and Sediment Control practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee General Construction Permit.
- (h) **Flood Plain Alterations.**
- (i) Floodplain Alterations or Filling shall not cause a net decrease in Flood Storage capacity below the projected One-Hundred Year Flood elevation unless it is shown that the proposed Alteration or Filling will not cause an increase in the high water level, increase velocities, or aggravate Flooding on other properties and will not unduly restrict Flood flows. Compensatory Cut shall at least be applied to one hundred fifty-percent (150%) (1.5:1) for all Fill in Floodplains Floodplain may be used for application of water quality devices. This may only be permitted provided EP&SC, water quality, and Cut-Fill policies are adequately addressed as determined by the City according to the provisions in Section 23-111 of this Title. Detention/retention volumes in the Floodplain shall count as Fill if applied in a manner where Floodplain storage is lost.
- (i) **General Stormwater Regulations.**
- (i) The City encourages Regional Stormwater Management practices, serving forty (40) to three hundred (300) acres of Tributary Area,

which may be consistently and efficiently managed and maintained. These types of practices will be encouraged in order to replace or reduce the implementation of on-Site Stormwater management practices. Redevelopment of properties containing on-Site Stormwater management practices may be permitted, at the discretion of the City Engineer, provided the property and downstream public and private properties, infrastructure or Waters of the State are adequately protected by a regional facility(s) from Stormwater quantity or quality impacts.

- (ii) No construction, whether by private or public action, shall be performed in a manner that will negatively impact Stormwater quantity or quality in its vicinity or in other areas whether by flow restrictions, increased runoff, or by diminishing Channel or Floodplain storage capacity.
- (iii) New Construction shall not aggravate upstream or downstream Flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new Development or Redevelopment.
- (iv) In no instance shall new Development or Redevelopment cause or have the potential to cause water quality degradation to immediate or downstream Water Resources.
- (v) The construction and financing of any required off-Site drainage improvement necessitated by private Development within the same Watershed shall be the responsibility of the Developer.
- (vi) Under no circumstances shall a Site be graded or drained in such a way as to increase surface runoff to sinkholes, dry wells or Drainage Wells.
- (vii) Soil bioengineering, “green” and other “soft” Slope and Stream bank Stabilization methods shall receive preference over riprap, concrete and other hard armoring techniques. “Hard” alternatives shall only be permitted when their necessity can be demonstrated given Site-specific conditions.
- (viii) The City may require Maintenance or modification of Stormwater management practices that are not operating within the guidelines established by this Title, as determined by the City Engineer.
- (ix) The City encourages the use of Greenway rights-of-way for appropriate properties.
- (x) As new Development construction is completed, an “as-built” plan, certified by an Engineer and/or Land Surveyor as appropriate, must be submitted upon completion of the Stormwater management facilities included in the Stormwater Management Plan. The licensed professional shall certify that: the facilities have been constructed as shown on the “as-built” plan, and facilities meet the approved Stormwater Management Plan and specifications, or achieve the function for which they were designed. Coordinate data shall be presented in the State of

Tennessee Plane system with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988. (as added by Ord. #2001-53,2002)

(j) Maintenance Responsibility.

- (i) Any Stormwater management facility or BMP which services individual property owners or subdivisions shall be privately owned with general routine Maintenance (controlling vegetative growth and removing debris) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other Maintenance by the City.**
- (ii) Any Stormwater management facility or BMP which services an individual subdivision in which the facility or BMP is within designated open areas or an amenity with an established homeowners association shall be privately owned and maintained consistent with provisions of this ordinance. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency Maintenance by the City.**
- (iii) Any Stormwater management facility or BMP which services commercial and industrial Development shall be privately owned and maintained consistent with the provisions of this Title. The City has the right, but not the duty to enter premises for emergency repairs through a perpetual nonexclusive easement.**
- (iv) All Regional Stormwater Management Facilities proposed by the owners, if accepted by the City Engineer and approved by the Board of Mayor and Aldermen for dedication as a public regional facility shall be publicly owned and maintained.**
- (v) All other Stormwater management control facilities and BMP's shall be publicly owned and/or maintained only if accepted for Maintenance by the City through a formal agreement recorded at the Williamson County, TN Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.**
- (vi) The City Engineer may require dedication of privately owned Stormwater facilities, which discharge to the City's Stormwater System.**

(3) Green Infrastructure – Runoff Reduction Requirements. This section shall be effective for all Development and Redevelopment under the jurisdiction of this Title submitted for plan review on or after January 1, 2014.

- (a) All new Development and Redevelopment shall utilize site design standards that reduce stormwater runoff volume through the use of Green Infrastructure Practices which are designed to infiltrate, evapotranspire, and/or reuse rainwater. The Green Infrastructure Practices shall be designed to reduce the volume of stormwater runoff using the Runoff Reduction Method (RRM) as**

defined in the current City of Franklin Stormwater Best Management Practices (BMP) Manual.

(b) All Green Infrastructure Practices shall be located in open space lots on residential Developments requiring plats. All other Development shall be required to locate Green Infrastructure Practices in an exclusive Public Drainage and Green Infrastructure Easement.

- (c) The City Engineer may approve alternative practices in lieu of runoff reduction/~~G~~green ~~i~~nfrastucture when Site limitations exist. Criteria to determine the circumstances under which alternatives are available shall not be based solely on the difficulty or cost of implementing practices. The determination shall be based on one or more of the following Site limitations:
- (i) Where the potential for introducing Pollutants into groundwater exists, unless pretreatment is provided;
 - (ii) Where pre-existing soil contamination is present in areas subject to having contact with infiltrated runoff;
 - (iii) Where sinkholes or other karst features are present on the Site (stamped geotechnical report shall be submitted to the City Engineer);
 - (iv) Where the site has a historic or archaeological significance that cannot be disturbed as determined by the State Historic Preservation Office;
 - (v) Where utility conflicts preclude the use of Green Infrastructure Practices;
 - (vi) Where steep ~~s~~Slopes are present and slope failure may occur (stamped geotechnical report shall be submitted to the City Engineer); and
 - (vii) Other ~~s~~Site limitations as determined by the City Engineer.
 - (viii) Cost and difficulty of implementing Green Infrastructure/runoff reduction measures shall not be considered a limitation.

(4) Pollutant Removal. New ~~D~~evelopment and ~~R~~edevelopment will be required to minimize the impact to ~~s~~Stormwater quality by applying structural and/or nonstructural management practices selected to address ~~s~~Site-specific conditions. New development and redevelopment that cannot meet one hundred percent (100%) of the RRM must implement ~~P~~pollutant removal BMPs that are designed and constructed in accordance with the ~~s~~Site design standards, criteria and specifications for ~~P~~pollutant removal BMPs that are provided in the current City of Franklin Stormwater BMP Manual. The water quality treatment for the runoff resulting from a rainfall depth of 1.1 inches shall be a minimum of eighty percent (80%) total suspended solids (TSS) removal through appropriate use of BMP controls as detailed in the current City of Franklin ~~Stormwater~~ BMP Manual.

Sec. 23-107. Riparian Resources Buffer Requirements.

(1) A Riparian Buffer shall be applied to all Water Resources located in, or adjacent to, New Construction, Development or Redevelopment. **There shall be no mowing, clearing, Grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer, or his designee.** ~~Riparian Buffers shall be maintained on all properties in a manner that allows for growth of Climax Successional Vegetation. The Riparian Buffer shall consist of Native Vegetation along both sides of a Water Resource measured linearly~~

~~perpendicular from Top of Bank.~~ Final determination shall be made by the City Engineer regarding Riparian Buffer delineation, Top of Bank, areas where the Riparian Buffer shall apply and Riparian Buffer width requirements.

(2) **Riparian Buffer Zones**~~Sections~~. The Riparian Buffer shall be applied in two zones ~~sections~~: **Riparian Zone 1** and **Riparian Zone 2**: All uses, other than those allowable in each zone, shall be prohibited.

- (a) Riparian Zone 1. **The Riparian Zone 1 shall begin at the Top of Bank of the Water Resource and extend a minimum of thirty (30) linear feet perpendicular for Water Resources that have Tributary Area less than one (1) square mile. This distance shall be sixty (60) linear feet perpendicular from Top of Bank for Water Resources that drain one (1) square mile or greater.** ~~The function of the Riparian Zone 1 is to protect the physical and Ecological Integrity of the Water Resource ecosystem. The Riparian Zone 1 shall be retained in its natural vegetative state or enhanced to allow for Climax Successional Vegetation through the removal of Invasive Exotic Plants and the establishment of Native Vegetation. No clearing of existing Native Vegetation in the Riparian Zone 1 shall be allowed, except as permitted in subsection 23-107(4) of this Title. The Riparian Zone 1 shall begin at the Top of Bank of the Water Resource and extend a minimum of thirty (30) linear feet perpendicular.~~

- (i) Allowable Uses within Zone 1.

(A) Utility Crossings according to subsection 23-107(4) (b) of this Title.

(B) Passive Recreation, pervious footpaths, **canoe launches**, and boardwalks **placed perpendicular to the Top of Bank and the Riparian Zone** to approach the Water Resource as approved by the City Engineer.

(C) ~~Stormwater Channels as approved by the City Engineer~~ Stabilization practices to prevent Channelization and Erosion in the Riparian Buffer from Stormwater runoff adjacent to the Water Resource.

(D) Landscaping to allow for Climax Successional Vegetation through the removal of Invasive Exotic Plants and the establishment of Native Vegetation, and/or other practices that restore the Ecological Integrity of the Riparian Buffer. ~~Landscape plans and Proposals to restore the Ecological Integrity of the Riparian Buffer shall be submitted as a Buffer Management Plan to the City Engineer, and any pertinent local, state, or federal permits shall be obtained. The City Engineer shall approve the specific requirements of such plan prior to the issuance of a Stormwater Management Permit or Grading Permit.~~

(E) Removal of individual trees within the Riparian Buffer which are in danger of falling, causing damage to dwellings or other Structures, or causing blockage of the Water Resource.

- (ii) Riparian Zone 1 – Special Conditions. Riparian Zone 1 widths shall vary depending on the Tributary Area of the Water Resource, location of

water pollution hazards, or steep Slopes. The following Riparian Zone 1 widths shall apply:

(A) For certain land uses and/or activities designated as potential water pollution hazards:

1. Drain fields from onsite sewage disposal and treatment systems (i.e., septic systems) require one hundred (100) feet.
2. Land application of biosolids requires one hundred (100) feet.
3. Subsurface discharge from a wastewater treatment plant requires one hundred (100) feet.
4. Above ground or underground petroleum storage or storage of hazardous substance facilities requires one hundred fifty (150) feet.
5. Raised septic systems require two hundred fifty (250) feet.
6. Solid waste landfills or junkyards require three hundred (300) feet.

(B) For areas containing steep Slopes:

1. Where the average Slope of the land within the Riparian Zone 1 is between fifteen percent (15%) and twenty-five percent (25%), an additional twenty (20) feet shall be added to the minimum Riparian Buffer width.
2. Where the average Slope of the land within the Riparian Zone 1 is greater than twenty-five percent (25%), an additional fifty (50) feet shall be added to the minimum Riparian Buffer width.

~~(C) Riparian Zone (Zone 1) shall be sixty (60) linear feet perpendicular for Water Resources with drainage areas greater than one (1) square mile.~~

(b) Riparian Zone 2. A Riparian Zone 2 shall be applied to Water Resources that drain less than one (1) square mile. ~~The function of Riparian Zone 2 is to protect key components of the Water Resource and to provide distance between upland Development and the Riparian Zone 1. The Riparian Zone 2 shall begin at the edge of the Riparian Zone 1 (which includes any additional width as specified above in "Riparian Zone 1 – Special Conditions") and extend thirty (30) linear feet perpendicular to Riparian Zone 1. a minimum of thirty (30) feet. Riparian Zone 2 shall be managed as a forest using Native Vegetation, with some pruning and clearing allowed. Landowners shall have a Buffer Management Plan approved by the City Engineer for this purpose. The Buffer Management Plan shall be submitted along with the Stormwater Management Plan during either the Development review and/or permitting process.~~

(i) Exemptions from Riparian Zone 2.

- (i) ~~Water Resources serving more than one (1) square mile of tributary area and Channels that drain twenty five (25) acres or more that are not Streams but considered by the City Engineer to be Water Resources.~~ Allowable uses within Riparian Zone 2.
 - (A) Those uses allowed in Riparian Zone 1.
 - (B) Biking or hiking paths and Greenways. View Corridors shall be allowed along Greenways as approved by the City Engineer. Paths and Greenways shall be designed to prevent the channelization of Stormwater runoff, ~~and should be constructed of pervious and/or permeable materials. There shall be no other permanent Structures with the exception of paths.~~ **The Water Resource Buffer width shall be increased by the width of impact associated with the path, Greenway, or trail.**
 - (C) Limited Passive Recreation.
 - (D) Changes to existing Stormwater Channels.
 - (E) Cut and Fill for Floodplain compensations, as permitted in Section 23-106(2) (y) of this Title and as approved by the City Engineer.

(3) Riparian Buffer Enhancement. Evaluation of the current Riparian Buffer conditions shall be required in Zone 1 and Zone 2 areas of the Riparian Buffer on all Water Resources. This is to ensure the preservation and propagation of the Riparian Buffer areas and to provide the necessary conditions to ensure proper stream function. If the Riparian areas are found to be in any other vegetative state than that outlined below, then the Riparian Buffers shall be enhanced. Reference the City's Guide to Riparian Areas for more information.

(a) Vegetative State.

(i) The Riparian Buffer shall be enhanced to allow for Climax Successional Vegetation through the establishment of Native Vegetation and the removal of Exotic Invasive Vegetation. The Native Vegetation established shall be consistent with that of an undisturbed forest ecosystem with all classes of vegetation equally represented.

(ii) The Riparian Buffer shall consist of Native Vegetation along both sides of a Water Resource measured linearly perpendicular from Top of Bank.

(iii) Riparian Buffers shall be maintained perpetually on all properties in a manner that allows for growth of Climax Successional Vegetation.

(iv) No clearing of existing Native Vegetation in the Riparian Zones shall be allowed, except as permitted in subsection 23-107(4) of this Title.

(b) Buffer Management Plans - Proposals for enhancement to restore the Ecological Integrity of the Riparian Buffer shall be submitted as a Buffer Management Plan or Landscape Plan to the City Engineer during the Site Plan review process, and any pertinent local, state, or federal permits shall be obtained. The City Engineer shall approve the specific requirements of such plan prior to the issuance of a Grading and Stormwater Permit or Grading Permit.

(4) Stream Relocations. Stream relocations shall only be permitted in rare circumstances where the need to address a highly unstable hydrological condition can be clearly demonstrated by the following:

- (a) The applicant shall apply for a variance pursuant to Chapter 3 of this Title.
- (b) The relocation shall create a high quality aquatic habitat, restore natural flow regimes and natural streamside conditions, and shall result in overall water quality improvements.
- (c) The applicant shall submit a Buffer Management Plan and Long Term Maintenance Plan as prescribed in the **Grading and Stormwater Management** Permit requirements. A copy of any applicable federal or state permits shall be supplied to the City Engineer prior to the commencement of relocation.

(5) Riparian Buffer Width **Averaging Reductions**, Clearing Activities, and Crossings.

- (a) The Riparian Buffer **Zone 2** width may be ~~reduced~~**averaged in Limited Areas** in conjunction with targeted restoration plans that make comparable improvements to both the Ecological Integrity within the Riparian Buffer and water quality of the Water Resource. Restoration plans may include Stream bank restoration, revegetation, habitat improvements, or other bioengineering methods, as approved in a Buffer Management Plan by the City Engineer, **or his designee**. **Averaging**~~Reduction~~ of the **Zone 2** Riparian Buffer width may apply to specific areas of an overall Development, and shall be approved on a case-by-case basis. ~~In no case shall the minimum Riparian Buffer width be less than thirty (30) feet on both sides of the Water Resource measured from Top of Bank in limited areas.~~ In no case shall **averaging be allowed in the Zone 1 Riparian Buffer**. **Averaging request shall demonstrate the same practical difficulty as variance request outlined in 23-304(3)(a).**~~the average minimum Riparian Buffer width of a Stream serving more than one (1) square mile of Tributary Area be less than sixty (60) feet on both sides of the Water Resource measured from Top of Bank in limited areas.~~
- (b) Riparian Buffer Crossings shall be approved by the City Engineer, **or his designee**. Attempts should be made to limit the number and width of road and utility crossings across Water Resources. Utilities shall be located under pavement where possible. Riparian Buffer crossings shall be approved in a Buffer Management Plan by the City Engineer, **or his designee**.
 - (i) Crossing Water Resources with mainline sanitary sewers shall be minimized, and shall cross with road crossings where possible.
 - (ii) Underground utilities such as sanitary sewer and water mains and above ground utilities shall be sited out of the Riparian Zone 1 buffer except for crossings.
 - (iii) The City Engineer, **or his designee**, may approve new driveways or road crossings through or across Riparian Buffer zones on a case-by-case basis. It shall be demonstrated that access across the Riparian Buffer is necessary, and that the Riparian Buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, $\pm$ fifteen degrees (15°), to the Water Resource and/ or Riparian Buffer with careful detail to protecting trees

and vegetation and minimizing Site grades. Note that such crossings may require federal, state, and/or local permits.

(6) Development Plan and Construction Activity Requirements

- (a) The parameters of the Riparian Buffer shall be delineated by the applicant prior to the pre-application phase of a Development submittal.
- (b) Riparian Buffer boundaries shall be clearly indicated on all plats and plans including **Development** ~~concept~~ plans, regulating plans, Site plans, conservation subdivisions, preliminary plats, final plats, as well as permits and official maps, and shall:
 - (i) Show the extent of any Riparian Buffer on the subject property and clearly label as “Riparian Buffer” along with the required width.
 - (ii) Provide a note to reference the Riparian Buffer, labeled as: “There shall be no clearing, Grading, construction, storage, or disturbance of vegetation except as permitted by the City Engineer.”
 - (iii) Provide a note to reference protective covenants governing all Riparian Buffer areas, labeled as: “Any Riparian Buffer is subject to protective covenants recorded in the Register of Deeds (Williamson County).” Disturbance and use of these areas is restricted; severe penalties apply.”
- (c) Riparian Buffer areas shall be protected during all Development activities. Construction layout survey shall include fencing and labeling of the Riparian Buffer areas. Use of a combination of fencing and flagging to ensure adequate visibility shall be required. Riparian Buffer boundaries shall be marked with signs that persist before, during, and after construction to prevent entry of construction equipment, storage and stockpiling.
- (d) Permanent boundary markers, in the form of signage approved by the City Engineer, **or his designee**, shall be installed prior to the **issuance of a Grading and Stormwater Permit**. ~~completion of the Development activities.~~ Signage shall be posted **and clearly observable** at the edge of the Riparian Buffer, each lot line, and at a maximum spacing of one hundred fifty feet (150’). Properties with a large amount of Riparian Buffer frontage may request a reduction in spacing requirements, subject to approval from the City Engineer, **or his designee**. The size of the sign shall be **twelve inches (12’’) six inches (6’’) by eighteen inches (18’’) four inches (4’’) rectangle or greater** and shall contain the message, ~~“Water Resource protected. Violators subject to severe penalties”~~ **“Water Quality Buffer Do Not Disturb”** or other language approved by the City Engineer, **or his designee**.
- (e) All Riparian Buffers shall be placed in open space lot to be maintained according to Section 23-108 of this Title. **Commercial Developments shall be allowed to place Riparian Buffers in a Riparian Buffer Conservation Easement in lieu of open space lots.**

(7) Enforcement Procedures.

- (a) Any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 23-112 of this Title.
- (b) Riparian Buffers shall be actively managed with periodic buffer surveys. Violators shall be served with civil penalties according to subsection 23-

112(4)(d) of this Title and shall be required, at their own expense, to revegetate, according to an approved Buffer Management Plan, and maintain the section of the Riparian Buffer encroached upon, using only plants from a list of Native Vegetation provided by the City Engineer. Equivalent native plants and trees that were removed shall be replaced on a tree per tree basis or as approved by the City Engineer, **or his designee**. Specimen trees shall be replaced as required by the Zoning Ordinance of the City.

(8) Variance and Appeal Procedures. Variance and Appeal requests shall be submitted pursuant to Section 23-301, et seq. of this Title.

(9) **Other Requirements**. If deemed appropriate by the City Engineer, or his designee, during the plan review process, each new Development shall evaluate Water Resource conditions and shall be required to address the following:

- (a) **Stabilization and/or restoration within or adjacent to the Water Resource**
- (b) **Additional water quality protection**
- (c) **Channel Erosion**
- (d) **Stream pollution**
- (e) **Habitat degradation**

Sec. 23-108. Maintenance requirements. (1) The ~~m~~Maintenance responsibilities for permanent Stormwater runoff control facilities shall be determined based upon the type of ownership of the property which is controlled by the facilities.

(2) Single entity ownership. Where the permanent Stormwater runoff control facilities are designed to manage runoff from property in a single entity ownership as defined below, the ~~m~~Maintenance responsibility for the Stormwater control facilities shall be with the single entity owner.

- (a) The stated responsibilities of the entity in terms of owning and maintaining the facilities shall be submitted with the Stormwater Management Plan for determination of their adequacy. Approval of the Stormwater Management Plan shall be conditioned upon the approval of these terms. These terms shall be in writing in the form of a Maintenance Agreement, shall be recorded at the register of deeds office, and shall, in addition to any other terms deemed necessary by the City, contain a provision permitting inspection at any reasonable time by the City Engineer, **or his designee**, of all such facilities deemed critical in the public welfare.
- (b) A single entity shall be defined as an association, public or private corporation, partnership firm, trust, estate or any other legal entity allowed to own real estate exclusive of an individual lot owner.
- (c) Upon approval of the Stormwater management facilities by the City, the facility owner(s) shall demonstrate the ability to garner and apply the financial resources necessary for long-term ~~m~~Maintenance requirements. The funding mechanism shall be in a form approved by the City. The City will only approve funding mechanism(s) for long-term ~~m~~Maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.

- (d) Unless made specifically clear in the preliminary stages of the Site design and construction plan review procedure, it will be assumed that all Stormwater Detention, Retention, treatment or storage facilities and/or devices, and Riparian Buffers shall be owned, operated and maintained by a single entity as defined above.

(3) Municipal ownership. Where the City has accepted an offer of dedication of the permanent Stormwater management facilities, the City shall be responsible for ~~m~~Maintenance. **Dedication of a permanent Stormwater management facility shall be through a formal agreement recorded at the Williamson County, Tennessee Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.**

(4) Construction Performance Agreement. The City may require the posting of a performance agreement to secure the structural integrity of said facilities as well as the functioning of said facilities in accordance with the City of Franklin Zoning Ordinance.

~~23-109. Other Requirements. (1) If deemed appropriate by the City Engineer during the plan review process, each new Development shall evaluate Water Resource and Riparian Zone conditions and shall be required to address the following to ensure the preservation and propagation of the Riparian Buffer area:~~

- ~~(f) Stabilization and/or restoration~~
- ~~(g) Additional water quality protection~~
- ~~(h) Channel Erosion~~
- ~~(i) Stream pollution~~
- ~~(j) Habitat degradation~~

~~The enhancement of the Climax Successional Vegetation such as active reforestation and removal of Invasive Exotic Plants, trash and debris.~~

Sec. 23-110109. Allowable and Illicit Stormwater Discharges. (1) No person shall discharge or cause to be discharged into the MS4 or Water Resources any materials, including but not limited to, Pollutants or waters containing any Pollutants that cause or contribute to violation of applicable water quality standards, other than Stormwater and except as permitted by subsection 23-110109(4) of this Title.

(2) Contamination of Stormwater runoff from Hot Spots shall be prohibited and subject to the maximum penalties as specified in subsection 23-112(4)(d)(iv) of this Title.

(3) Except as hereinafter provided, all non-Stormwater discharges into the MS4 shall be prohibited and declared to be unlawful.

(4) Unless the City Engineer has identified them as a source of Pollutants to the Waters of the State, the following non-Stormwater discharges into the MS4 shall be lawful:

- (a) Discharges from emergency firefighting activities.
- (b) Diverted screen flows.
- (c) Rising ground waters.
- (d) Uncontaminated groundwater infiltration to separate storm sewer systems (as defined by 40 CFR35.2005 (20) as may be amended.
- (e) Uncontaminated pumped ground water.
- (f) Discharges from potable water sources as required for system Maintenance.
- (g) Drinking water line flushing.
- (h) Foundation drains and pumps.

- (i) Air conditioning condensate.
- (j) Landscape irrigation.
- (k) Irrigation water.
- (l) Lawn watering.
- (m) Uncontaminated springs.
- (n) Water from crawl space pumps.
- (o) Uncontaminated footing drains and pumps.
- (p) Individual residential car washing.
- (q) Flows from ~~R~~iparian habitats and Wetlands.
- (r) Dechlorinated swimming pool discharges.
- (s) Street wash waters resulting from normal street cleaning operations.
- (t) Controlled flushing of Stormwater conveyances (controlled by appropriate Best Management Practices).
- (u) Discharges within the constraints of a NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).
- (v) Discharges approved at the discretion of the City Engineer.

(5) The construction, use, ~~m~~Maintenance or continued existence of Illicit Connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, Illicit Connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is considered to be in violation of this Title if the person connects a line conveying sewage to the MS4, or allows such connection to continue.

(6) The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the State, or to minimize danger to persons.

(7) Every person, or such person's lessee or other designee, owning or maintaining property, through which a Water Resource passes, shall keep that part of the Water Resource within the property free of trash, debris, and other obstacles that would Pollute, contaminate, or significantly retard the flow of water through the Water Resource.

(8) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in Illicit Discharges or Pollutants discharging into the MS4 or Waters of the State said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the City no later than the next business day.

Sec. 23-~~44~~110. Rule-Making Authority. (1) The City Engineer shall have authority to implement this Title by appropriate regulations, guidance or other related materials. In this regard, technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined above, so long as such modifications as to technical,

administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies defined above.

(2) Documents referenced above may be updated periodically to reflect the most current and effective practices and shall be made available to the public. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the Stormwater Management Ordinance (this Title), and shall not prevent the City Engineer from imposing the most current and effective practices.

(3) Regulations, guidance or other related materials that may be given authority by this Title may include, but are not limited to BMP manuals, design regulations and requirements, submittal checklists, review checklists, inspection checklists, certifications, Stormwater management manuals and operation and Maintenance manuals. The document(s) may include information deemed appropriate by the City Engineer including guidance and specifications for the preparation of Stormwater Management Plans, selecting environmentally sound practices for managing Stormwater, minimum specifications and requirements, more complete definitions and performance standards.

(4) The above referenced documents shall not in any way require specific commercially available products. However, they may refer to performance specifications, class of devices, construction, or management practice.

Sec. 23-112111. Enforcement. The City shall have the authority to institute appropriate actions or proceedings at law or equity for the enforcement of this Title. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Any person unlawfully polluting the Waters of the State or violating or failing, neglecting, or refusing to comply with any provisions of this Title as it relates to Tenn. Code Ann. §69-3-101, et. seq. (as it may be amended) commits a Class C misdemeanor. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. Any of the following enforcement remedies and penalties shall be available to the City in response to violations of this Title. If the person, property or facility has or is required to have a Stormwater discharge permit from the TDEC, the City shall alert the appropriate state authorities of the violation.

(1) Notice of Violation (NOV). Whenever designated City staff find that any person, company or facility owning or occupying a premises has violated or is violating this Title or order issued hereunder, the City Engineer, **or his designee**, may serve, by personal service, or by registered or certified mail, upon said person a written NOV. Within thirty (30) days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, which shall include specific required actions, shall be submitted to the City Engineer ~~staff~~. Submission of this plan shall in no way relieve liabilities for violations occurring before or after receipt of the NOV.

(2) Revocation of permit. The City Engineer, **or his designee**, may revoke and require the return of a permit or certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure from the approved application plans, or specifications; refusal or failure to comply with the requirements of state or local law; or for false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of any applicable state or local law may also be revoked.

(3) Compliance order. If any person, company or facility shall violate the provisions of this Title, the City Engineer, **or his designee**, may give notice to the owner or to any person in possession of the subject property, ordering that all unlawful conditions existing thereupon be abated within a schedule defined from the date of such notice.

- (a) The City Engineer, **or his designee**, shall have the authority to establish elements of a Stormwater pollution prevention plan, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this Title. The City Engineer, **or his designee**, may establish the requirements of Best Management Practices for any premises.
- (b) The notice and order may be given provided, that if, in the opinion of the City Engineer, **or his designee**, the unlawful condition is such that it is of imminent danger or peril to the public, then an authorized City representative may, without notice, proceed to abate the same, and the cost thereof shall be charged against the property. The City, as described further in this subsection, may recover the cost of such actions from the property owner.

(4) Civil penalties. Any person, company or facility who has been found to have been in violation of any provision of this Title, may be assessed a civil penalty not to exceed the amount presented in this subsection.

- (a) The penalty may increase by twenty-five percent (25%) of the previous penalty amount for every subsequent but separate offense made by the same person, company or facility. The penalty shall be additional to other enforcement actions of this Section.
- (b) The penalty may be assessed by the City Engineer, **or his designee**, for each day beyond schedules applied in compliance orders or other schedules issued to the property owner or other person responsible for unauthorized activity defined in this Title.
- (c) In determining the amount of the penalty the City Engineer, **or his designee**, shall consider the following:
 - (i) The degree and extent of the harm to the natural resources, to the public health, or to the public or private property resulting from the violation;
 - (ii) The duration and gravity of the violation;
 - (iii) The effect on ground or surface water quality;
 - (iv) The cost of rectifying the damage;
 - (v) The amount of money saved by noncompliance;
 - (vi) Whether the violation was committed willfully or intentionally;
 - (vii) The cumulative effect of other enforcement actions applied for the same offense;
 - (viii) The prior record of the violator in complying or failing to comply with the Stormwater quality management program; and
 - (ix) The costs of enforcement to the City.
- (d) The maximum civil penalties shall be determined by the City Engineer, **or his designee**, based on the type of offense. This indicates the maximum that may be imposed for a first offense and does not reflect the increases described above for repeat offenses.
 - (i) Development without permit - \$10,000.00. To engage in any Development, use, construction, remodeling, or other activity of any nature upon land or

improvements thereon subject to the jurisdiction of this Title without all required permits, certificates, or other forms of authorization as set forth in this Title.

- (ii) Development inconsistent with permit -\$5,000.00. To engage in any Development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.
 - (iii) Violation by act or omission -\$5,000.00. To violate, by act or omission, any term, variance, modification, condition, or qualification placed by the City or its agent departments upon any required permit, certificate, or other form of authorization of the use, Development, or other activity upon land or improvements thereon.
 - (iv) Illicit Discharge -\$5,000.00. Any person, company or facility who is found to have improperly disposed of any substance that is not defined in Section 23-110 of this Title or causes the City to be in noncompliance with any applicable environmental permit.
 - (v) Household products -\$500.00. Any person, company, or facility who is found to have improperly disposed of any substance not included in Section 23-110 of this Title that was purchased over-the-counter for household use, in quantities considered normal for household purposes, which, upon discharge to the MS4 or drainage network, would have an adverse impact on water quality or cause the City to be in noncompliance with any applicable environmental permit.
- (e) In the event there are penalties assessed by TDEC against the City caused by any person, company, or facility, said person, company or facility shall be assessed the equivalent amount of civil penalty. This shall include, but is not limited to, penalties for improper disposal or illegal dumping, or illicit connection into the MS4.

(5) Stop Work Order. Any person, company or facility who has been found to have been in violation of any provision of this Title, may be issued a stop work order. This shall be an order requiring the entity in violation to cease any and all work associated with a grading, building, or stormwater permit issued by the City. Work to correct or rectify the violation may be allowed. This order is to be in place until all violations have been corrected in their entirety.

(65) Order to clean and abate/restore. Any violator may be required to clean and/or restore land to its condition prior to the violation.

(76) Cost recovery. If corrective action, including maintenance delinquency, is not taken in the time specified or within a reasonable time if no time is specified, the City may take the corrective action, and the cost of the corrective action shall be the responsibility of the owner and the Developer. The cost of the abatement and restoration shall be borne by the owner of the property and the cost therefore shall be invoiced to the owner of the property. If the invoice is not paid within ninety (90) days, the City shall have the authority to place a lien upon and against the property. If the lien is not satisfied within ninety (90) days, the City is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a monetary judgment, by delivery to the assessor or a special assessment against the property.

~~(87)~~ Injunctions and or proceedings at law or in equity. Any violation of this Title or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to state law.

~~(98)~~ Fee or utility credit revocation. This enforcement tool is intended to be available or used if there are, at any time, provisions for a funding mechanism managed by the City. This enforcement tool permits that credits or other measures to reduce fees or utility charges may be revoked, in full or in part, if any provision of this Title, or given authority per Section 23-111 of this Title, is violated.

~~(109)~~ Civil actions. In addition to any other remedies provided in this Title, any violation of this Title may be enforced by civil action brought by the City Attorney. Monies recovered under this subsection shall be paid to the City to be used exclusively for costs associated with implementing or enforcing the provisions of this Title. In any such action, the City may seek, as appropriate, any or all of the following remedies:

- (a) A temporary and/or permanent injunction;
- (b) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which leads to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
- (c) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation;
- (d) Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life.

~~(110)~~ Emergency orders and abatements. The City Engineer, **or his designee**, may order the abatement of any discharge from any source to the Stormwater conveyance System when, in the opinion of the City Engineer, **or his designee**, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety, or welfare, or the environment or a violation of a NPDES permit, the City may perform or cause to be performed such work as shall be necessary to abate said threat or danger. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of this subsection.

~~(124)~~ Appeals. Upon issuance of a citation or Notice of Violation of this Stormwater Management Ordinance (this Title), it shall be conclusive and final unless the accused violator submits a written notice of Appeal to the City Engineer within ten (10) days of the violation notice being served. If the City Engineer does not issue a decision within ten (10) days of the written notice of Appeal then the violation is considered upheld. If the City Engineer does not reverse the decision or if the violation is considered upheld, the aggrieved party may Appeal to the Stormwater Appeals Board, by filing a written request for hearing within thirty (30) days of the City Engineer's decision on the Appeal. The request for hearing shall state the specific reasons why the decision of the City Engineer is alleged to be in error, and shall be accompanied by a payment in the amount of seven hundred fifty dollars (\$750.00) to cover the cost of court reporters, transcripts, plan reviews and other administrative costs associated with the Appeal. In the event the Stormwater Appeals Board overturns the decision of the City Engineer, this payment may be refunded to the appellant.

Sec. 23-113112. Severability. (1) Should any article, section, subsection, clause or provision of this comprehensive Stormwater Management Ordinance (this Title) be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Title as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.

(2) If any provisions of this Title and any other provisions of law impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

CHAPTER 2

STORMWATER USER FEE

SECTION

23-201. Definitions.

23-202. Fee established.

23-203. Stormwater User Fee collection.

23-204. User Fee determination.

23-205. Equivalent Residential Unit established.

23-206. Equivalent Residential Unit rate and tiers established.

23-207. Undisturbed property correction factor established.

Sec. 23-201. Definitions. For the purpose of this Chapter, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) “Bonds” means Revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the Costs of Construction.
- (2) “Calendar year” means a twelve month period commencing on the first day of January of any year.
- (3) “City Engineer.” Refers to the City of Franklin City Engineer who has the authority to delegate to designated staff, ~~which includes, but is not limited to, the Director of Engineering, Staff Engineers, the Stormwater Management Coordinator, Water Quality Specialists and the Stormwater Inspectors.~~
- (4) “Costs of Construction” means costs reasonably incurred in connection with providing capital improvements to the System or any portion thereof, including, but not limited to, the costs of:
 - (a) acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements thereof,
 - (b) physical construction, installation and testing, including the costs of labor, services, materials, supplies and construction services used in connection therewith,
 - (c) architectural, engineering, legal and other professional services,
 - (d) insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation,
 - (e) any taxes or other charges which become due during construction,
 - (f) expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction,
 - (g) principal of and interest of any Bonds, and
 - (h) miscellaneous expenses incidental thereto.
- (5) “Debt Service” means, with respect to any particular Calendar Year and any particular series of Bonds, an amount equal to the sum of (i) all interest payable on

- such Bonds during such Calendar Year, plus (ii) any principal installments of such Bonds during such Calendar Year.
- (6) “Developed Property” means real property other than Undisturbed Property and Vacant Improved Property.
 - (7) “Dwelling Unit” means a singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.
 - (8) “Equivalent Residential Unit” or ERU means the average Impervious Area of Residential Developed Property per Dwelling Unit located within the City and as established by the Board.
 - (9) “ERU Rate” means a Utility Fee charged on each ERU as established by the Board.
 - (10) “Exempt Property” means public rights of way, public streets, public alleys and public sidewalks.
 - (11) “Extension and Replacement” means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the System, or land acquisitions for the System and any related costs thereto, or paying extraordinary Maintenance and repair, including the Costs of Construction, or any other expenses which are not costs of Operation and Maintenance or Debt Service.
 - (12) “Impervious Area” means the number of square feet of hard surfaced areas which either prevent or retard the entry of water into Soil mantle, as it entered under natural conditions as Undisturbed Property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as Undisturbed Property, including, but not limited to, roofs, roof extensions, patios, porches, driveway, sidewalks, pavement and athletic courts.
 - (13) “Nonresidential Developed Property” means Developed Property that is not utilized for Dwelling Units within the City.
 - (14) “Operating Budget” means the annual operating budget adopted by the City for the succeeding Fiscal Year.
 - (15) “Operations and Maintenance” means the current expenses, paid or accrued, of operation, Maintenance and current repair of the System, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.
 - (16) “Revenues” mean all rates, fees, assessments, rentals or other charges or other income received by the Storm Water User Fee Fund, in connection with the management and operation of the System, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.
 - (17) “Stormwater Management System” or “System” means the existing Stormwater management of the City and all improvements thereto which by this Chapter are constituted as the property and responsibility of the City, to be operated as an enterprise fund to, among other things, conserve water, control discharges

necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce Flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such System.

- (18) “Stormwater User Fee” means a fee authorized by Ordinance(s) established to pay Operations and Maintenance, Extension and Replacement and Debt Service.
- (19) “Stormwater User Fee Fund” means the enterprise fund created by this Chapter to operate, maintain and improve the System and for such other purposes as stated in this Chapter.
- (20) “Undisturbed Property” means real property which has not been altered from its natural state by dredging, Filling, removal of trees and vegetation or other activities which have disturbed or altered the topography or Soils on the property.
- (21) “User Fee District” means the area or property within the Corporate Limits of the City of Franklin.
- (22) “Vacant Improved Property” means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.

Sec. 23-202. Fee Established. Subject to the provisions of this Chapter, each and every Residential Developed Property, Nonresidential Developed Property and Vacant Improved Property, other than Exempt Property, within the corporate limits of the City, and the owners and non-owner users thereof, have imposed upon them a Stormwater User Fee. In the event the owner and non-owner users of a particular Property are not the same, the liability for each the owner and non-owner user for the Stormwater User Fee attributable to that Property shall be joint and several. The Stormwater User Fee shall be a monthly or a regular interval service charge and shall be determined by the provisions of this Chapter and the ERU and ERU Rate which shall be established and changed from time to time by the Board of Mayor and Aldermen.

Sec. 23-203. Stormwater User Fee Collection. The Stormwater User Fee for metered property shall be billed and collected monthly with the monthly City's utility services bill for those properties within the corporate limits of the City utilizing the City utilities and billed and collected separately as Stormwater User Fees for those properties not utilizing other City utilities. All such bills for Stormwater User Fees shall be rendered monthly by the Utilities Department. The Stormwater User Fee for those properties utilizing City utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. The Stormwater User Fee for unmetered property shall be billed at regular intervals. All bills for Stormwater User Fees shall become due and payable in accordance with the rules and regulations of the Utilities Department pertaining to the collection of the Stormwater User Fees.

Sec. 23-204: Stormwater User Fee Determination. There is hereby established the following uniform schedule of rates for the services and use of facilities of the Stormwater Management System by the owner, tenant, or occupant of the premises using the services and facilities of said System:

- (a) The Board of Mayor and Aldermen, upon recommendation of the City Engineer, shall, by Resolution, establish reasonable rates for the use of the System for each

single-family residence: each single-family residence shall be billed at a flat fee established by the Board of Mayor and Aldermen for an Equivalent Residential Unit (ERU).

- (b) Parcels which are undeveloped shall be assessed a Stormwater User Fee. The bill shall be determined by dividing the total land area of the property, in square feet, by the area of an Equivalent Residential Unit times a correction factor. The correction factor shall be based on the relative volume of runoff from an undeveloped property and that of a typical single-family residence, under typical hydrologic conditions.
- (c) For all nonresidential properties, that is enterprise, business establishment, Building, or other occupancy not covered by subsections (a) and (b) of this Section, the ERU Rate shall be computed based on the total Impervious Area of the property divided by the average Impervious Area of an ERU times the rate established for an ERU. The billing amount shall be updated by the City Engineer based on any additions to the Impervious Areas as approved through the Building permit process.
- (d) Users whose Stormwater runoff is not discharged into or through the Stormwater and/or Flood control facilities of the City shall be exempt from paying the Stormwater User Fee.
- (e) Users who construct, or have constructed, facilities to retain and control the quantity and/or quality of Stormwater runoff from their property may be entitled to a reduction or adjustment of the Stormwater User Fee due, based upon reasonable criteria developed by the City Engineer.
- (f) Any person who disagrees with the calculation of the Stormwater User Fee's determination by the City Engineer or who seeks adjustments or exemption of his Stormwater User Fee, may Appeal such determination to the City Engineer. An Appeal shall be accompanied by a fee as specified in appendix A, comprehensive fees and penalties – Comprehensive Fees and Penalties, Chapter 23 – Stormwater Management Ordinance, filed in writing and include a written statement of the grounds for the Appeal, with reference to the Franklin Stormwater Management Credit and Appeal Manual or other appropriate documents available from the Engineering Department. The City Engineer will review the Appeal and render a decision within thirty (30) days. The City Engineer's decision shall be in writing and mailed, certified return receipt requested, or hand-delivered to the address of the applicant contained in the Appeal. In response to an Appeal, the City Engineer may adjust the Stormwater User Fee applicable to a property in conformance with the general purpose and intent of this Title.

Sec. 23-205. Equivalent Residential Unit (ERU) established. The Equivalent Residential Unit is hereby established to be three thousand three hundred fifty (3,350 SF) square feet of Impervious Area.

Sec. 23-206. Equivalent Residential Unit (ERU) Rate and tiers established. (1) Intent. The Board of Mayor and Aldermen intends to establish a base ERU Rate and tiers of residential properties so that application of the ERU Rate and tiers as established leads to a fair and equitable result and such that the collection of fees shall be proportional to the amount of actual use of the Stormwater Management System. The fee structure reflects different categories of use and tiers using commonly accepted statistical principles to achieve such equitable results.

(2) ERU Rate established. The ERU Rate to be charged for the Stormwater User Fee for each ERU is as specified in appendix A, comprehensive fees and penalties – Comprehensive Fees and Penalties, Chapter 23 – Stormwater Management Ordinance.

(a) Two tier residential ERU established. Residential properties will be separated into two (2) tiers: residential units smaller than or equal to three thousand three hundred fifty (3,350 SF) square feet will pay seventy-five percent (75%) of the ERU Rate per month and residential units larger than three thousand three hundred fifty (3,350 SF) square feet will pay one hundred twenty percent (120%) of the ERU Rate per month.

(b). Non-residential properties established. Non-residential properties will pay monthly the ERU Rate times the actual square footage of Impervious Area divided by the ERU.

Sec. 23-207. Undisturbed Property correction factor established. The Undisturbed Property correction factor to be used to calculate the Stormwater User Fee for each acre of Undisturbed Property is hereby established to be zero percent (0%).

CHAPTER 3

STORMWATER APPEALS BOARD

SECTION

23-301. Established

23-302. Composition; terms; Filling vacancies.

23-303. General duties of the Stormwater Appeals Board.

23-304. Variances.

23-305. Meetings, quorum.

23-306. Hearing Procedure; judicial review.

Sec. 23-301. Established. There is hereby established a board of seven (7) members to be known as the “Stormwater Appeals Board” (SAB).

Sec. 23-302. Composition; terms; filling vacancies. (1) The seven (7) members of this board shall be appointed by the Mayor, subject to the approval of the Board of Mayor and Aldermen. The Mayor shall appoint members with the following qualifications: one (1) environmental Engineer or environmental scientist, one (1) attorney, one (1) person employed or retired from an industrial or commercial establishment regulated by this article, and (1) person that is a member of an organized neighborhood organization or environmental group. At least one (1) member of the SAB shall be a current member of the Board of Mayor and Aldermen.

(2) The members shall meet all requirements ~~established in Title 2~~ of the Franklin Municipal Code. All members shall serve until their successor is appointed. In the event of a vacancy, the Mayor shall appoint a member to fill the unexpired term subject to approval by the Board of Mayor and Aldermen. The SAB shall select its own chair and vice chair. All officers shall serve for terms of ~~one~~**two** (~~1~~**2**) years.

Sec. 23-303. General duties of the SAB. In addition to any other duty or responsibility otherwise conferred upon the SAB by this Title, the SAB shall have the duty and power as follows:

(1) To recommend from time to time to the Board of Mayor and Aldermen that it amend or modify the provisions of this Title;

(2) To hold hearings upon Appeals from orders or actions of the City Engineer, **or his designees**, as may be provided under any provision of this Title relating to Stormwater;

(3) To hold hearings relating to the suspension, revocation, or modification of a **Stormwater Management and /or Grading**~~discharge~~ permit and issue appropriate orders relating thereto;

(4) To hold hearings relating to an Appeal from a user concerning the accuracy of any fees imposed upon a Stormwater Management System user;

(5) To hold such other hearings as may be required in the administration of this Title and to make such determinations and issue such orders as may be necessary to effectuate the purposes of this Title;

(6) To request assistance from any officer, agent, or employee of the City or the Franklin Municipal Planning Commission and to obtain such information or other assistance as the SAB might need;

(7) The SAB acting through its chair shall have the power to issue subpoenas requiring attendance and testimony of witnesses and the production of documentary evidence relevant to any matter properly heard by the SAB; and

(8) The chair, vice chair or chair pro tem shall be authorized to administer oaths to those persons giving testimony before the SAB.

Sec. 23-304. Variances.

(1) The SAB may grant a variance from the requirements in this Title, provided to do so would not result in the violation of any state or federal law or regulation and if exceptional circumstances applicable to the Site exist such that strict adherence to the provisions of this Title will result in unnecessary hardship and will not result in a condition contrary to the intent of the Title.

(2) The appellant shall submit a written request containing specific justifications, and any other information necessary to the City Engineer for the variance request. The City Engineer shall conduct a review of the request for a variance within twenty-five (25) working days after receipt and may either support the petition or may object to the petition. The City Engineer may require additional information or an independent third party study or design analysis. If the City Engineer objects to the variance, the reasons therefore shall be stated. **If the petition for Variance is supported by the City Engineer no action shall be required by the SAB. Petitions for variances that are objected to by the City Engineer shall be heard by the SAB.** Once the City Engineer's review is complete or the twenty-five (25) working days for review have expired, the petition shall be subject to SAB action at the next regularly scheduled meeting or at a special meeting called at the discretion of the chair **if needed.**

(3) Variance requests shall be reviewed by the **City Engineer and/or** SAB and may be granted using the following criteria:

- a) Those projects or activities where it can be demonstrated that strict compliance with the ordinance would result in practical difficulty. Each of the following criteria must be satisfied to show practical difficulty:
 - i. The problem is not self-created.
 - ii. The situation of the landowner is due to the unique conditions of the property. A unique condition is a condition that is peculiar to the subject property that relates to a physical aspect of the subject property.
 - iii. Compliance with the strict letter of the restrictions governing physical requirements such as lot area, setbacks, and lot coverage unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
- b) Those projects or activities serving a public need where no feasible alternative is available.
- c) The repair and ~~m~~Maintenance of public improvements where avoidance and minimization of adverse impacts to Water Resources have been addressed.
- d) Other considerations, such as:
 - i. The proximity of the facility to a waterfront location, in the case of a Functionally Dependent Facility.
 - ii. The relationship of the proposed use to the Franklin Zoning Ordinance, comprehensive Land Use Plan, and master drainage plans for that area.

- iii. The safety of access to the property in times of Flood for ordinary and emergency vehicles.
- iv. The costs of providing governmental services during and after Flood conditions including Maintenance and repair of public utilities and facilities such a sewer, gas, electrical, and water systems, and streets and Bridges.
- v. Whether issuance of a variance is the minimum necessary so as not to destroy the character and design of a historic Building or feature.

(c) In approving a variance, the **City Engineer and/or** SAB may impose conditions on the approval. The conditions shall be identified in the variance approval.

(d) The decisions of the SAB shall be final and conclusive.

(4) Effect of a Variance. The issuance of a variance shall authorize only the particular variation that is approved. A variance, including any conditions, shall run with the land and shall not be affected by a change in ownership.

(5) Subsequent Development. Development authorized by the variance shall not be carried out until the applicant has secured all other approvals required by this Title or any other applicable local, state or federal law or regulation. A variance shall not ensure that the Development feature approved as a variance shall receive subsequent approval for other applications for Development approval unless the relevant and applicable portions of this Title's other applicable provisions are met.

(6) Time Limit. ~~Unless otherwise specified in the variance, an application for a Stormwater Permit shall be applied for and approved within one (1) year of the date of the variance approval; otherwise the variance shall become invalid. Permitted time frames do not change with successive owners.~~ **Unless otherwise specified in the variance, an application for a Stormwater and/or Grading Permit shall be applied for and approved within one (1) year of the date of the variance approval; The City Engineer shall have the authority to extend this time limit for (1) year as long as significant changes have not occurred in Site design or water quality impacts. Following the expiration of these dates the variance shall become invalid. Permitted time frames do not change with successive owners.**

Sec. 23-305. Meetings; quorum. (1) The SAB shall hold regular monthly meetings as needed, but no less than twice per calendar year, and such special meetings as the SAB may find necessary.

(2) Four (4) members of the SAB shall constitute a quorum. A concurring vote of a majority of the voting members present shall be necessary to deny or grant any appeal **or variance**.

(3) The SAB meetings, deliberations, and records shall be open to the public. The SAB may elect to provide for public comment on relevant issues.

Sec. 23-306. Hearing procedure; judicial review. (1) When to be held. The SAB shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this Title or regulations.

(2) Record of hearing. At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The SAB shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the SAB shall have the

right to have such hearing recorded stenographically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the SAB by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the SAB with the original of the transcript so that it may be certified to court.

(3) Subpoenas. The chair may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chair at least ten (10) days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chair, the same shall be delivered to the chief of police for service by any police officer of the City, if the witness resides within the City. If the witness does not reside in the City, the chair shall issue a written request that the witness attend the hearing.

~~(4) Depositions. Upon agreement of all parties, the testimony of any person may be taken by deposition or written interrogatories. Unless otherwise agreed, the deposition shall be taken in a manner consistent with Rules 26 through 33 of the Tennessee Rules of Civil Procedure, with the chair to rule on such matters as would require a ruling by the court under such rules.~~

(54) Hearing procedure. The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by witnesses that the SAB may desire to call. Rebuttal witnesses shall be called in the same order. The chair shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be necessary or advisable to facilitate an orderly hearing subject to approval of the SAB. The SAB, the City Engineer, or his ~~representative~~ **designee**, and all parties shall have the right to examine the witness. The SAB shall not be bound by or limited to rules of evidence applicable to legal procedures.

(65) Appeal to City Engineer's order. Any person aggrieved by any order or determination of the City Engineer may Appeal said order or determination to the SAB and have such order or determination reviewed by the SAB under the provisions of this Title. The appellant shall have thirty (30) days to petition the SAB in order to Appeal the City Engineer's decision. A written notice of Appeal shall be filed with the City Engineer, and such notice shall set forth with particularity the action or inaction of the City Engineer complained of and the relief sought by the person filing said Appeal. A payment of Seven Hundred Fifty and No/100 Dollars (\$750.00) shall accompany this appeal, and the payment shall cover the cost of court reporters, transcripts, plan reviews and other administrative costs associated with the Appeal, and may be refunded to the appellant by the SAB in the event the decision of the City Engineer is overturned. A special meeting of the SAB may be called by the chair upon the filing of such Appeal, and the SAB may in its discretion suspend the operation of the order or determination of the City Engineer until such time as the SAB has acted upon the Appeal.

(76) Absence of chair. The vice-chair or the chair pro tem shall possess all the authority delegated to the chair by this Section when action in his/her absence or in his/her stead is required.

(87) Review of SAB's decision. Any person aggrieved by any final order of determination of the SAB hereunder shall have judicial review by common law writ of certiorari.

SECTION II. 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 second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ERIC S. STUCKEY
City Administrator/Recorder

BY: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING:

April 28, 2015

PUBLIC HEARING:

May 26, 2015

PASSED SECOND READING AS AMENDED:

May 26, 2015

CITY OF FRANKLIN STORMWATER ORDINANCE REVISIONS

David Parker
City Engineer

Paul Holzen
Director of Engineering

Jeff Willoughby
Stormwater Coordinator



PUBLIC INVOLVEMENT HISTORY

Public Involvement History

December 2013 - CDMSmith's Draft Scope of Services was presented to the Design Professionals to obtain input on the evaluation of the current Stormwater Ordinance.

February 2014 - CDMSmith's Stormwater Ordinance evaluation was completed.

March 2014 - CDMSmith's Stormwater Ordinance evaluation was presented to the Design Professionals to obtain input.

August 2014 - Proposed Stormwater Ordinance revisions were presented to the Design Professionals to obtain input and feedback.

December 2014 - Proposed Stormwater Ordinance revisions were presented to the Design Professionals to obtain input and feedback for a 2nd time.

January 2015 - Pending Stormwater Ordinance revisions and BMP Manual update was presented to the Design professionals.

March 2015 - Proposed Stormwater Ordinance revisions were presented to the Stormwater Appeals Board. Passes unanimously.

April 2015 - City Staff informed the Design Professionals that the proposed revisions were being presented to the Board of Mayor and Aldermen.

ORDINANCE REVISION OBJECTIVES

■ Primary Impacts

■ Section 23-102

- Currently ordinance is triggered at 5,000sqft of land disturbance. We are proposing to change this to 10,000sqft of land disturbance and/or 5,000sqft of impervious foot print.

■ Section 23-103

- Add Notice of Transfer and Notice of Termination options to grading permit.
- Channels serving more than twenty five (25) acres of tributary area was removed from the Water Resources definition

■ Section 23-106(2)

- This section was reorganized and updated to comply with our current practices and policies.

■ Section 23-106(3)

- All Green Infrastructure Practices to be located in open space lots on residential development. All other developments shall be require to locate Green Infrastructure Practices in an exclusive Public Drainage and Green Infrastructure Easement

■ Section 23-107

- This section was updated to clarify Riparian Buffer requirements. In addition, this section now allows for Riparian Buffer width averaging within Zone 2, as approved in a Buffer Management Plan by the City Engineer.

■ Section 23-302

- This section was updated to allow the Stormwater Appeals Board to select its own chair and vice chair for a term of 2 years.

■ Section 23-304

- This section was updated to provide the City Engineer the ability to review and approve variance request at a staff level. The revised ordinance will also allow staff the ability to extend variance request by 1 year.

Questions?

Jeff Willoughby

615-791-3218

Jeff.willoughby@franklinton.gov



Tabulation of Submittals*

Purchasing Office Solicitation No.:		2015-019 (liability, property and workers compensation insurance products and services)				
Notice to proposers published in the Williamson Herald on:		12/4/14				
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		20 / 3				
Date and time proposal due and publicly opened:		3/5/15 2:00 PM				
Present at opening of proposals:		David McDonnell of Insight Risk Management; Laura Jungmichel of Public Risk Insurors; Anthony				
Target meeting of BOMA at which recommendation will be considered:		4/28/15				
Proposals received from:	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Insurance Carrier / Summary of distinctions between program options:	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Total quoted annual premium FY2016:	Payment terms:	Proposal is valid and may be accepted through:
Insight Risk Management, LLC	Vendor indicated there were exceptions but CoF determined these to be alternative options.				Net 30 days	6/30/2015
7200 Goodlett Farms Parkway		A1: The Pool, Chubb / \$10,000 general liability deductible per occurrence; \$100,000 workers compensation ded. per occur. with \$700,000 WC aggregate	81.58	\$1,241,714		
Cordova, TN 38016		A2: Same as A1 but \$600,000 WC agg.	81.51	\$1,246,523		
David A. McDonnell, Chief Manager		A3: Same as A1 but \$500,000 WC agg.	83.41	\$1,253,827		
901/312-5015		B1: Same as A1 but \$25,000 GL ded. per occur.	82.43	\$1,185,389		
dmcdonnell@irmllc.com		B2: Same as B1 but \$600,000 WC agg.	82.36	\$1,190,198		
		B3: Same as B1 but \$500,000 WC agg.	82.24	\$1,197,502		
J. Smith Lanier & Co.	Vendor indicated there were exceptions but CoF determined these to be alternative options.				Net 30 days	Property proposal must be re-confirmed in 30 days. Workers Compensation excess proposal cannot be presented until 90 days (4/1/15) before the effective date. Remaining lines are valid through 7/1/2015.
1610 South Church Street, Suite A		A: BRIT for Lloyd's of London, HCC Global, Lexington / \$50,000 GL self-insured retention per occur.; no flood coverage for property locations in Flood Zones A, V and all other 100-year exposures; includes pollution liability; optional \$250,000 WC self-insured retention and \$500,000 per occur. WC buffer layer for all WC class codes except Police and Fire, and \$350,000 WC SIR and \$750,000 per occur. WC buffer layer for Police and Fire WC class codes requiring the purchase of an additional excess WC policy over the buffer layer	69.20	\$893,068		
Murfreesboro, TN 37130		B: Same as A but includes coverage for property locations in Flood Zones A, V and all other 100-year exposures	68.71	\$911,075		
Chip Hoover, Vice President						
615/869-1482						
choover@jsmithlanier.com						

*Shaded submittal is the submittal scored highest by the proposal evaluation team

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:		2015-019 (liability, property and workers compensation insurance products and services)				
Notice to proposers published in the Williamson Herald on:		12/4/14				
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		20 / 3				
Date and time proposal due and publicly opened:		3/5/15 2:00 PM				
Present at opening of proposals:		David McDonnell of Insight Risk Management; Laura Jungmichel of Public Risk Insurors; Anthony				
Target meeting of BOMA at which recommendation will be considered:		4/28/15				
Proposals received from:	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Insurance Carrier / Summary of distinctions between program options:	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Total quoted annual premium FY2016:	Payment terms:	Proposal is valid and may be accepted through:
Public Risk Insurors	Vendor indicated there were exceptions but CoF determined these to be alternative options.				Net 30 days	6/30/2015
205 Powell Place		A: Travelers Insurance Companies / \$10,000 GL ded. per occur.; fiduciary liability estimated at 5% over FY2015; no WC ded. per occur. with \$100,000 WC stop-loss and \$763,000 WC agg. and \$412,020 WC cash collateral	90.03	\$1,466,076		
Brentwood, TN 37027		B1: One Beacon Gov't Risks and Midwest Employers Casualty / \$10,000 GL ded. per occur.; \$500,000 WC specific retention with \$1,000,000 WC agg. and \$1,853,106 WC loss fund deposit	81.79	\$1,163,602		
Laura Jungmichel, Managing Partner / Licensed Agent		B2: One Beacon Gov't Risks and Safety Nat'l / same as B1 but \$1,599,561 WC loss fund deposit	81.52	\$1,179,796		
615/369-0646 (O); 615/243-5667 (M)		B3: One Beacon Gov't Risks and Bitco / \$10,000 GL ded. per occur.; \$2,500 WC ded. per occur.	74.86	\$1,820,793		
laura@publicriskinsurors.com						

* Shaded submittal is the submittal scored highest by the proposal evaluation team

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0091)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Tennessee Risk Management Partners, LLC, d.b.a. Public Risk Insurors ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on December 5, 2014 Purchasing Office Solicitation No. 2015-019, a procurement solicitation for proposals for liability, property and workers' compensation insurance products and services, (b) on December 30, 2014 Addendum No. 1 to Purchasing Office Solicitation No. 2015-019, (c) on January 23, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2015-019, (d) on January 26, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2015-019, (e) on January 31, 2015 Addendum No. 4 to Purchasing Office Solicitation No. 2015-019, and (f) on February 12, 2015 Addendum No. 5 to Purchasing Office Solicitation No. 2015-019 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a proposal dated March 4, 2015 ("SUBMITTAL"), a copy of excerpts of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein. (Included in the proposal excerpts are "Tab 1 Proposal Submittal Forms," "Tab 2 Public Risk Insurors," "Tab 3 City of Franklin Insurance Portfolio Proposal," and "Tab 4 Travelers Insurance Renewal Proposal (Option 1).") Not included in the proposal excerpts are "Tab 5 Alternative Renewal Proposals (Option 2)" of the proposal, and "Travelers Insurance Specimen Copy of Policies.")
3. VENDOR has now also submitted Certificates of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that collectively meet or exceed CITY's Insurance Requirements as specified in SOLICITATION. VENDOR is now exempt from the requirement of Workers Compensation / Employers Liability coverage as it has fewer than five (5) employees.
4. If and when insurance coverage documented by Certificates of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificates of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

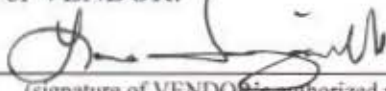
(City of Franklin Contract No. 2015-0091)

have been approved by CITY in advance of that subcontractor commencing work for this procurement.

7. CITY awarded on May 12, 2015 and now desires to retain VENDOR to provide Travelers Insurance Companies liability, property and workers' compensation insurance products and services, pursuant to SOLICITATION and SUBMITTAL.
8. Services and coverages provided by proposer under any contract awarded pursuant to this request for proposals shall commence on July 1, 2015 and shall continue through June 30, 2018, with two (2) one-year options to extend beyond the first three (3) years. The premium quoted by the proposer and accepted by the City shall apply to the first year of the three-year term of award except if and as changes to the schedule of coverage are requested by the City, in which case the premiums shall be adjusted by an amount to be negotiated, pro-rated for the balance of the policy year. The premium for any policy year beyond the policy year to begin July 1, 2015 shall be quoted and offered to the City at least three (3) months prior to the start of the policy year for which the quote was prepared. The City reserves the right to reject any such quoted premium and select another agent/broker and/or carrier by means of its exclusive choosing.
9. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, excluding pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Managing Partner / Agent / Broker

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0091)

Attachment No. 1

SOLICITATION

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written proposals in the City's Purchasing Office, City Hall, Suite 107, 109 3rd Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on March 5, 2015, at which time and location they will be publicly opened, for the following procurement: liability, property and workers compensation insurance products and services (Purchasing Office Solicitation No. 2015-019). Proposals must be prepared and submitted in accordance with the City of Franklin's request for proposals and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklinton.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklinton.gov; 615/550-6692). The City reserves the right to reject any and all proposals, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO PROPOSERS: December 4, 2014

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-019

1. Solicitation identified: These instructions apply to the following procurement:
liability, property and workers' compensation insurance products and services
Purchasing Office Solicitation No.: 2015-019
2. Solicitation packet component documents: These Instructions for Proposers accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Proposers;
 - b. Instructions for Proposers (this document);
 - c. Request for Proposals;
 - d. Proposal Submittal Form;
 - e. Affidavit of Non-Collusion;
 - f. Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form; and
 - i. Indemnification Agreement.
3. Location of opening of proposals: The opening of proposals will be held in the City of Franklin Purchasing Office (see address below, under "Delivery of proposals"), or at another location within the City of Franklin City Hall. If the location of the opening of proposals is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of such opening of proposals.
4. Who may attend openings of proposals: City of Franklin openings of proposals are open to the public. Proposers are specifically welcome to attend.
5. Withdrawal of proposals; expiration of submittal validity (see also "Errors and omissions" below):
 - a. Before the proposal submittal deadline, submitted proposals may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn proposals may be returned unopened to the submitting party but only at the submitting party's expense. Such a request to withdraw a proposal and such a request to return a withdrawn proposal must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the proposal submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the proposal submittal deadline, submitted proposals may not be withdrawn.
 - c. Before award, all proposals and associated pricing as submitted shall be considered valid and may be accepted by the City at least through June 30, 2015 and until the date indicated on the proposer's Proposal Submittal Form as the "last date that proposal and associated pricing is valid and may be accepted by the City," up to when the proposed product is no longer available for purchase new.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-019

- d. Upon award, the accepted proposal shall be considered valid for the term of award specified in the Request for Proposals, and the accepted pricing shall be considered valid for the first year of the term of award specified in the Request for Proposals.
6. Submittal timing: Proposals are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Proposals delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Proposals rejected on account of timing: Submitters of proposals rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Proposals rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all proposals rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Proposal to be sealed: Each proposal shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include: Submittal shall include:
 - one (1) set of proposal documents with original signatures;
 - four (4) complete duplicate sets (in addition to the set with original signatures); and
 - one (1) complete electronic copy on a USB flash drive or compact disc, labeled with the name of the proposer. The contents of the digital set shall contain no more and no less than, and shall be in the same order as, the contents of the proposal documents with original signatures.
10. Proposal submittal contents: Included with the proposal are to be the following:
 - a. City of Franklin Proposal Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of proposed product(s) and/or service(s), including documentation responsive to the Request for Proposals, especially the selection criteria stated therein;
 - c. Identification, listing and description of any exceptions to the procurement solicitation;
 - d. Contact information for minimum of three (3) references (see below);
 - e. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - f. Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;
 - g. City of Franklin Affidavit of Non-Collusion, executed in full; and
 - h. City of Franklin Affidavit of Title VI Compliance, executed in full.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-019

11. Proposal container label: The outside face of the proposal container(s) shall be labeled with the following information:

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

SEALED PROPOSAL

City of Franklin solicitation no.
2015-019 (liability, property and
workers' compensation insurance)
NOT TO BE OPENED EXCEPT AT
PROPOSAL OPENING March 5,
2015, 2:00 p.m. Central Time

12. Delivery of proposals:

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

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

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

13. Reference request: Proposers must provide three (3) references for similar insurance products and services continuously provided to similarly sized clients, preferably public sector, over the course of the most recent three (3) years. Information to be provided shall include: client name, client address, description of work, contact name and title, and contact telephone number.

14. Tabulation of proposals; notice of intent to award: The tabulation of proposals received, as prepared by the City, may also indicate a recommendation as to the selection of the proposal that best meets the needs of the City, in which case the tabulation of proposals received also functions as the City's notice of intent to award. Proposers may request a copy of the tabulation of proposals received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-019

City's tabulation of proposals received and notice of intent to award (see Request for Proposals).

15. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Request for Proposals for tentative date of award. Purchases shall be awarded to the proposer who submits the proposal that best meets the needs of the City. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
16. Other documents to be required of successful proposer: Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the proposer to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement form, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City of Franklin Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
17. City's right to reject proposals, waive formalities: The City of Franklin reserves the right to reject any and all proposals, and to waive formalities.
18. Errors and omissions (see also "Withdrawal of proposals; expiration of submittal validity" above):
 - a. Errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet that are discovered by the vendor before submittal shall be corrected by the vendor. If such a correction results in altering but not replacing one or more documents, then the vendor's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the proposer on the Proposal Submittal Form or elsewhere in the proposer's submittal packet that are discovered by the proposer after submittal but before the proposal submittal deadline may be corrected by the proposer but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED PROPOSAL" and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original proposal documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the proposal submittal deadline.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-019

- c. Uncorrected errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the vendor may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal. In the case of a discrepancy between the vendor's unit price for a particular line item as quoted in the proposal and the unit price calculated by dividing the vendor's extension price for that same line item by the quantity indicated for that same line item, then the vendor's unit price for that line item as quoted in the proposal shall prevail.
 - d. Omissions from a vendor's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal.
19. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:
- City of Franklin Purchasing Office (see address above)
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
- Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.
- Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).
20. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-019

21. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklintn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

1. Solicitation identified: This Request for Proposals applies to the following procurement:
liability, property and workers' compensation insurance products and services
Purchasing Office Solicitation No.: 2015-019
2. Notice to Proposers publication date: **December 4, 2014**
3. Solicitation release date: **December 5, 2014**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2015, 2:00 p.m. Central Time**
5. Proposals submittal deadline and scheduled opening: **March 5, 2015, 2:00 p.m. Central Time**
(Proposers are welcome but not required or even expected to attend the opening of all proposals received. No presentations will be conducted at this time.)
6. Tentative date of interviews, if necessary, of one or more finalists: **Targeting week of March 23, 2015**
7. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 20 or April 10, 2015**
(Depending upon whether interviews are conducted)
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **April 14 or April 28, 2015**
(Depending upon whether interviews are conducted)
9. Effective date of policy or policies: **July 1, 2015, unless otherwise directed by the City of Franklin**
10. Objective: To secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to provide liability, property and workers' compensation insurance products and services, as described below, for a three-year term of award commencing July 1, 2015, with two (2) one-year options to extend beyond the first three years, for a maximum total of five (5) years. See the accompanying Instructions for Proposers for additional information and instructions.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

11. Exceptions:

- a. In order to avoid the need to take an exception to this procurement solicitation, potential proposers may request revisions to the same before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for Proposers for contact information.
- b. Any deviation or variance from this procurement solicitation shall be considered to be an exception.
- c. Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the proposal.

12. General terms and conditions:

- a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).
- b. Delivery terms: As a matter of practice, the City of Franklin expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in this procurement solicitation the same as though they are written out in full herein.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

- e. Use of subcontractors: The successful proposer may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area: The successful proposer will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the proposer and/or the proposer's subcontractors, if any.
- g. Other documents to be required of successful proposer: See the accompanying "Instructions for Proposers" for a listing of other documents to be required of the successful proposer.
- h. Damages: The successful proposer shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- i. Terms and Conditions: By submitting its proposal, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- j. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

13. Requirements:

A. The City of Franklin, Tennessee seeks proposals for the following types of insurance:

1. Property Coverage including Flood, Earthquake, Electronic Data Processing, Loss of Earnings, and Extra Expense
2. Boiler and Machinery or Equipment Breakdown Coverage
3. Inland Marine Coverage
4. General Liability Coverage
5. Law Enforcement Liability Coverage
6. Errors or Omissions Liability Coverage
7. Employment Practices Liability Coverage
8. Automobile Liability and Physical Damage Coverage
9. Umbrella Coverage
10. Crime Coverage
11. Cyber Risk Liability Coverage
12. Fiduciary Liability Coverage
13. Workers' Compensation Coverage
14. Media Liability Coverage

B. Services and coverages provided by proposer under any contract awarded pursuant to this request for proposals shall commence on July 1, 2015 and shall continue through June 30, 2018, with two (2) one-year options to extend beyond the first three (3) years.

C. The premium quoted by the proposer and accepted by the City shall apply to the one-year term of service except if and as changes to the schedule of coverage are requested by the City, in which case the premiums shall be adjusted by an amount to be negotiated, pro-rated for the balance of the policy year.

D. At any time after commencement but prior to or immediately upon the expiration of this term of service, the City and the successful proposer (that is, the proposer who is awarded the procurement) may exercise an option to extend the term of service twice, each time for up to one (1) additional year, for a maximum possible term of service of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of service shall also apply to such an extension, excluding pricing; and (d) that if the vendor chooses not to consent to an extension to the term of service, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of service. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of service.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

- E. If the City and the successful proposer mutually agree to extend the term of service pursuant to the above-described options to do so, then the premium for any policy year beyond the policy year to begin July 1, 2015 shall be quoted and offered to the City at least three (3) months prior to the start of the policy year for which the quote was prepared. The City reserves the right to reject any such quoted premium and select another agent/broker and/or carrier by a means of its exclusive choosing.
- F. Each proposal must include a City of Franklin Proposal Submittal form, completed in full.
- G. Proposers may make separate property and casualty quotes, but combined quotes are preferred. It is also encouraged to quote different deductibles for the City's consideration, but you must quote the specified deductibles.
- H. The effective date of the policy or policies must be July 1, 2015 unless otherwise directed by the City of Franklin.
- I. The proposer shall outline in the proposal whether premium audits will be required.
- J. Coverage shall be written with a responsible company or companies, each of which is qualified and/or licensed in the State of Tennessee. Surplus lines companies are not desired, but shall be on the Tennessee Department of Insurance's "approved list". All carriers must carry a current A.M. Best rating of "A-" or better. If the submitting company is a pooling arrangement and is not rated by A.M. Best, then a copy of the most recent audited financial statement that is required to be submitted to the Comptroller of the State of Tennessee is acceptable. The judgment as to whether the financial condition of the company or companies is acceptable to the City of Franklin shall be exclusively that of the City of Franklin.
- K. The agency submitting a proposal must provide evidence of the ability to provide effective local claims administration and services to the City of Franklin, including a synopsis of agency operations.
- L. The proposal shall include a certificate of insurance verifying errors and omissions and professional liability coverages for the proposer in the minimum amount of \$1,000,000.
- M. It is the intent of the City of Franklin to award the entire package policy to one proposer for all coverage requested.
- N. This procurement solicitation does not commit the City to enter into a contract, nor does it obligate it to pay any costs incurred in preparation and submission of proposals or in anticipation of a contract.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

O. The City reserves the right to:

- Reject any and/or all proposals received.
- Issue a subsequent request for proposals.
- Cancel and/or withdraw this request for proposals.
- Remedy technical errors in the RFP process.
- Negotiate with any, all or none of the proposers to this request for proposals.
- Accept a written proposal as an offer.
- Waive minor informalities, technicalities, and irregularities.
- Accept one or more proposals.

P. In reviewing the proposals and awarding the contract for insurances, the City of Franklin reserves the right to consider all elements related to the proposal, including, but not limited to, the rating and financial condition of the prospective insurance company or program; the responsibility and experience of the proposer, the prospective insurance company or program, its agents, and representatives; and the services to be provided by the proposer, the prospective insurance company or program, and its agents or representatives.

Q. The City of Franklin requires that it be able to report claims 24/7 on-line with real time access to adjusters' notes. The City of Franklin requires that all settlement offers must be reviewed with the City of Franklin Risk Management Department prior to an offer of settlement being made on a claim. Company quarterly claim review shall be required.

R. Loss control services (including the number of loss control specialists available to public entities), claims handling, and other services available to the City of Franklin should be outlined in the proposal and be applicable to all coverage.

S. The agency submitting a proposal must be able to facilitate processing Certificates of Insurance and assist the Franklin Risk Management Department with review of insurance provisions in contracts.

T. The agency submitting a proposal must be able to facilitate resources for assisting the City of Franklin in the placement of Special Events coverage during the policy period.

U. The successful insurer shall deliver the policy or policies of insurance or binders for such policy or policies of insurance covering the hazards named herein to the City of Franklin at least ten (10) days prior to the effective date of coverage.

V. Each proposer must comply with all requirements of law pertaining to contracts with the City of Franklin.

W. All policies should contain a 60 day notice of cancellation and non-renewal provision.

X. A complete specimen copy of the proposed policies and endorsements must accompany the proposal.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

Y. The City of Franklin will accept and review any options to requirements listed.

Z. The City will strive to conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal will be evaluated to determine overall responsiveness and qualifications under the RFP. Below are the selection criteria and relative weighting for evaluating the proposals submitted:

	Criteria	Percent
1	Responsiveness to the request for proposals: • Provided certificate verifying errors and omissions and professional liability coverages for the proposer in the minimum amount of \$1,000,000. • Requested information included and thoroughness of response. • Understanding and acceptance of the scope of services. • Acceptance of the RFP and contract requirements. • Clarity and conciseness of the response. • Clearly outlined coverage, in an easily understood format.	25%
2	Economic evaluation of the Proposed Fee Schedule	25%
3	Capability to provide the services requested: • Current A.M. Best rating of "A-" or better. • If not rated by A.M. Best, then a copy of the most recent audited financial statement that is required to be submitted to the Comptroller of the State of Tennessee. • 24/7 online reporting with real time access to adjusters' notes. • Company quarterly claim review. • Loss control services. • Frequency, quality and clarity of monthly claim reporting. • Ability to provide renewal and unbiased alternate quotations 90 days prior to expiration of policy. • Background of proposer and support personnel, including professional qualifications and length of time working in proposer's capacity. • Relevant experience of proposer. • Specific experience with public entity clients, especially local governments, including problems experienced with those clients and the proposer's solutions. • Other resources, including total number of employees. • References with contacts' names and telephone numbers.	50%
	Total	100%

14. Appendices: The following appendices to this Request for Proposals are available upon request made to the Purchasing Office (purchasing@franklinton.gov):

- Appendix No. 1: Franklin Auto Schedule for 2015-2016
- Appendix No. 2: Franklin Building and Contents SOV 2015-2016
- Appendix No. 3: Franklin Computerized Equipment 2015-2016
- Appendix No. 4: Franklin Signal Camera Count
- Appendix No. 5: Franklin Inland Marine Schedule 2015-2016
- Appendix No. 6: Franklin Scheduled Property 2015-2016
- Appendix No. 7: Franklin WC Payroll for 2015-2016
- Appendix No. 8: Additional Franklin Information
- Appendix No. 9: TML Loss Runs as of 10/31/2014
- Appendix No. 10: Travelers Loss Runs 7/1/2012 to 11/17/2014

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

15. Required Coverages to be provided for the City:

A. Property Coverage.

- Blanket coverage on building and contents should be afforded on a blanket replacement cost basis per schedule of valuations. The values represent 100 percent replacement values and should be used in determining the average rate and total premium. Coverage amounts will be adjusted annually to reflect subsequent annual valuations and it is understood that a premium adjustment for the revised amount will be allowed. Also include coverage for Green Buildings for the Police Headquarters.
- Coverage should be on a “Special” form basis.
Each occurrence deductible of \$25,000
- Loss of Income/Business Interruption Coverage \$500,000 Limit
- Extra Expense Coverage \$500,000 Limit
- Flood Coverage including Flood Zone A \$5,000,000 Limit
Deductible \$25,000
- Earthquake Coverage \$30,000,000 Limit
Deductible \$25,000
- Property Locations:
- Data Processing Equipment
Deductible \$1,000
- Data, Media, Computer Programs
Deductible \$1,000

B. Boiler & Machinery or Equipment Breakdown Coverage.

- Broad Form Boiler (systems breakdown coverage) including repair and replacement should be included either as a named peril along with the property coverage or to be included separately. A \$10,000 deductible should apply to the coverage.

C. Inland Marine and Scheduled Property Floater Coverage.

- Inland marine coverage should be provided covering property of the City of Franklin or that, which is in its care, custody or control, which is usual, or incidental to its existence or operation excluding furniture and equipment for which coverage is provided under its property coverage. Coverage should also be provided for all Mobile Equipment.
- The limit of coverage for the Scheduled Property Floater Coverage to be provided is \$500,000 per occurrence and \$6,000,000 aggregate. This coverage should incorporate an occurrence deductible of \$500.
- Inland Marine and Mobile Equipment
Deductible \$1,000

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

D. General Liability Coverage.

- Bodily Injury/Property Damage Each Occurrence \$1,000,000
- General Aggregate Limit (Other than Products) \$3,000,000
- Products-Completed Operations Aggregate Limit \$2,000,000
- Personal and Advertising Injury Limit \$1,000,000
- Each Occurrence Limit \$1,000,000
- Fire Damage Limit (Any one fire) \$100,000
- Medical Expense Limit (Any one person) \$5,000
- Employee Benefits Limit – \$10,000 deductible \$1,000,000
- Aggregate Each Annual Policy Year \$100,000
- Include coverage for Incidental Medical Malpractice, Good Samaritan Liability coverage, Host Liquor Liability coverage, Short-term Pollution Event Coverage, Punitive Damages
- Retroactive Date of 12/10/1986

E. Law Enforcement Liability Coverage.

- Bodily Injury/Property Damage Each Occurrence \$1,000,000
- General Aggregate Limit (Other than Products) \$2,000,000
- Products-Completed Operations Aggregate Limit \$2,000,000
- Personal and Advertising Injury Limit \$1,000,000
- Each Occurrence Limit \$1,000,000
- Fire Damage Limit (Any one fire) \$100,000
- Medical Expense Limit (Any one person) \$5,000
- Deductible per Occurrence \$10,000
- Include coverage for Authorized Moonlighting, Incidental Medical Malpractice and First Aid, Services Performed under Mutual Aid Agreements
- Include coverage for Canine and Equine exposures
- Retroactive Date 12/10/1986

F. Errors or Omissions Liability Coverage.

- Legal Liability Each Loss \$1,000,000
- Aggregate Each Annual Policy Year \$3,000,000
- Deductible per Occurrence \$10,000
- Include coverage for class action lawsuits and punitive damages
- Retroactive Date 12/10/1986

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

G. Employment Practices Liability Coverage.

- Legal Liability Each Loss \$1,000,000
- Aggregate Each Annual Policy Year \$3,000,000
- Deductible per Occurrence \$10,000
- Include coverage for discrimination, harassment, retaliation, front and back pay, and punitive damages
- Retroactive Date 12/10/1986

H. Automobile Liability and Physical Damage Coverage.

- Limits of \$1,000,000 each occurrence for bodily injury and property damage
- Comprehensive coverage – Actual cash value or cost of repair
- Collision coverage – Actual cash value or cost of repair
- Medical payments coverage – \$1,000
- \$1,000,000 coverage for uninsured motorists
- Coverage should include non-owned and hired vehicle protection
- \$10,000 deductible for Automobile Liability and \$25,000 deductible for Automobile Physical Damage
- Optional Replacement Cost valuation for Fire Department Vehicles

I. Umbrella Coverage.

- Limit \$1,000,000
(With options up to \$5,000,000)

J. Crime Coverage.

- \$150,000 Employee Dishonesty Coverage
- \$150,000 Forgery and Alteration Coverage
- \$150,000 Theft, Disappearance and Destruction Coverage
- \$150,000 Computer Fraud

K. Cyber Risk Liability Coverage.

- \$3,000,000 Network and Information Security Liability Coverage
- \$3,000,000 Communications and Media Liability Coverage
- \$100,000 Crisis Management Event Expenses Coverage
- \$250,000 Computer Program and Electronic Data Restoration Expenses Coverage
- \$250,000 Security Breach Remediation and Notification Expense Coverage
- \$1,000,000 Funds Transfer Fraud Coverage
- \$250,000 Business Interruption and Additional Expense Coverage

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

L. Fiduciary Liability Coverage.

- Coverage for not only the administrative errors or omissions, but also the personal liability of trustees and plan administrative staff for a breach of a fiduciary duty in connection with the city's employee benefit plans.
- Limit \$5,000,000
- Deductible per Occurrence \$25,000

M. Workers' Compensation Coverage.

- Statutory Workers' Compensation coverage including Employers Liability coverage at limits of \$1,000,000/\$1,000,000/\$1,000,000.

16. Insurance Requirements of the City for the Successful Proposer:

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

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder only
Fidelity/Crime	\$500,000 Combined Single Limit	Certificate Holder only
Cyber Risk Liability	\$500,000 Each Occurrence	Certificate Holder only

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

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-019

the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

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

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

Proposer's name, street address, and mailing address (if different):	
Proposer's contact person's name (printed), title, telephone number, and e-mail address:	
Does the proposer take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	☐ Yes. ☐ No, proposer requests the following payment terms: _____.
Last date (no sooner than June 30, 2015) that proposal and associated pricing is valid and may be accepted by the City:	
Are the following included with this Proposal Submittal Form in the submittal? - Detailed vendor-supplied description of proposed product(s) and/or service(s); - Identification, listing and description of any exceptions to the procurement solicitation; - Contact information for required references (see Instructions for Proposers); - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; and - City of Franklin Affidavit of Title VI Compliance, executed in full.	☐ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

Proposer's name:	_____
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of proposer's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	_____ (signature)
Title of proposer's authorized representative:	_____
Date of signature:	_____

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

Proposer's name:	_____
Page Instructions: Complete this page of the Proposal Submittal Form for each carrier for which you are submitting a proposal. <u>Use this page to quote the annual premium for the specified limits of coverage and deductible amounts.</u> (If proposer recommends City consider limits of coverage and deductible amounts other than as specified, use the following page to quote the premium for such an alternate schedule of coverage limits and deductible amounts.) Attach additional explanation as necessary.	
Insurance carrier / program:	_____
A.M. Best rating (carrier or reinsurer):	_____
Financial size class:	_____
<u>Coverage</u>	<u>Annual Premium</u> <u>(7/1/2015 - 6/30/2016)</u>
1. Property	\$ _____
2. Boiler & Machinery or Equipment Breakdown	\$ _____
3. Inland Marine and Scheduled Property Floater	\$ _____
4. General Liability	\$ _____
5. Law Enforcement Liability	\$ _____
6. Errors or Omissions Liability	\$ _____
7. Employment Practices Liability	\$ _____
8. Automobile Liability and Physical Damage	\$ _____
9. Umbrella	\$ _____
10. Crime	\$ _____
11. Cyber Risk Liability	\$ _____
12. Fiduciary Liability	\$ _____
13. Workers Compensation	\$ _____
Total Annual Premium	\$ _____
Signature of proposer's authorized representative: I hereby certify that I am a duly authorized and licensed representative of the insurance carrier / program named above and am legally permitted to submit this quote for insurance coverage to the City of Franklin, and will enter into an agreement and/or binder for coverage with the City of Franklin on or before 7/1/2015 for coverage to be effective 7/1/2015 if awarded the quote for coverage in writing by 6/1/2015.	_____ (signature)
Title of proposer's authorized representative:	_____
Date of signature:	_____

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

Proposer's name:	_____
Page Instructions: Complete this page of the Proposal Submittal Form for each carrier for which you are submitting a proposal. <u>Use this page to quote the premium for limits of coverage and deductible amounts other than as specified</u> if proposer recommends City consider such an alternate schedule of coverage limits and deductible amounts. (Use the preceding page for the specified limits of coverage and deductible amounts.) Itemize the limits of coverage and deductible amounts in a separate attachment.	
Insurance carrier / program:	_____
A.M. Best rating (carrier or reinsurer):	_____
Financial size class:	_____
<u>Coverage</u>	<u>Annual Premium</u> <u>(7/1/2015 - 6/30/2016)</u>
1. Property	\$ _____
2. Boiler & Machinery or Equipment Breakdown	\$ _____
3. Inland Marine and Scheduled Property Floater	\$ _____
4. General Liability	\$ _____
5. Law Enforcement Liability	\$ _____
6. Errors or Omissions Liability	\$ _____
7. Employment Practices Liability	\$ _____
8. Automobile Liability and Physical Damage	\$ _____
9. Umbrella	\$ _____
10. Crime	\$ _____
11. Cyber Risk Liability	\$ _____
12. Fiduciary Liability	\$ _____
13. Workers Compensation	\$ _____
Total Annual Premium	\$ _____
Signature of proposer's authorized representative: I hereby certify that I am a duly authorized and licensed representative of the insurance carrier / program named above and am legally permitted to submit this quote for insurance coverage to the City of Franklin, and will enter into an agreement and/or binder for coverage with the City of Franklin on or before 7/1/2015 for coverage to be effective 7/1/2015 if awarded the quote for coverage in writing by 6/1/2015.	_____ (signature)
Title of proposer's authorized representative:	_____
Date of signature:	_____

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

INSURANCE AGENT/BROKER QUESTIONNAIRE

BACKGROUND (ATTACH ADDITIONAL PAGES AS NECESSARY):

Year firm established: _____

Attach supplement indicating the names, experience and professional qualifications of those individuals who would be directly involved with the placement of coverage and service of the account. In addition, identify the services each individual would be providing to the City.

Number of licensed property and casualty agents: _____

Number of licensed property and casualty brokers: _____

Number of accounts with excess insurance commercial premium above \$100,000 with deductibles/retention's exceeding \$50,000 for property and \$500,000 for liability: _____

Identify the individual(s) who would be marketing the property and liability portion of the account and negotiating with the underwriters (attach resumes if not included above):

Property: _____

Liability: _____

Identify and describe your relationship with any intermediaries who would be involved in marketing the program. Describe their role in the process (examples include: marketing hub of parent for local branch office, managing agent authorized to underwrite and set pricing for the insurance carrier, surplus lines agent/broker).

Identify the individual(s) who would be responsible for day to day basis account service (attach resumes if not included above):

Principal: _____

Alternate: _____

Provide the organization, individual name and phone numbers of at last three (3) references for accounts of similar nature regarding program format, industry and/or size.

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

INSURANCE AGENT/BROKER QUESTIONNAIRE (continued)

SERVICES AVAILABLE (ATTACH ADDITIONAL PAGES AS NECESSARY):

Describe special experience your firm has regarding insurance placements for this type of account:

Briefly describe how you identify and select carriers to submit proposals for coverage and pricing for an account of this nature.

In addition to requested services in the request for proposals, what in-house services are available at no additional cost, and what is the time limitation? (Include resumes of individuals providing service.)

Other than placement of excess insurance and any no-cost additional services noted above, what in-house services are available at additional cost? (Include resumes of individuals providing service, and cost for services quoted.)

What other resources are available from your firm? Please indicate any associated costs.

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

INSURANCE AGENT/BROKER QUESTIONNAIRE (continued)

SERVICES AVAILABLE (continued):

What do you consider your role in policyholder coverage disputes with carriers during the policy term you are the agent of record and does this role cease if you later are not the agent of record?

How do you assess and market the program during the renewal process?

What role do you play in claim settlements with insurers?

How would you assist in identifying risks (both insurable and non-insurable) and do you disclose gaps in coverage or recommend alternative loss control techniques to the client for those risks?

If proposing safety and loss control services, describe below or by attachment: in-house safety and loss control library materials; the proposed staff to be used (including resumes); types of services available; and hourly or daily rate for each specialty which is not included in the flat fee pricing.

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

INSURANCE AGENT/BROKER QUESTIONNAIRE (continued)

SERVICES AVAILABLE (continued):

When requested, would you provide renewal and unbiased alternate quotations no later than 90 days prior to the expiration of policy(s)? (The City reserves the right of decision to renew or to request formal proposals.)

Would you provide a market forecast by line of insurance during the City budgeting period?

Would you obtain each year an updated five-year loss history from current and prior carriers?

Would you attend City meetings when requested?

Would you issue binders and certificates when required?

Would you allow the City full access to your working files?

Would you disclose to the City, prior to marketing coverage, any contingency commissions or other compensation arrangements?

Affidavit of Non-Collusion

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

State of _____)
County of _____) SS

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

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

(Notary Public)

My Commission Expires: _____

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

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

State of _____)
) SS
County of _____)

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

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

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

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

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

[OR]

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

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

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

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

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

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

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

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

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

Attachment No. 5

Tabulation of bids received

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

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-019

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
liability, property and workers' compensation insurance products and services
Purchasing Office Solicitation No.: 2015-019
2. Notice to Proposers publication date: **December 4, 2014**
3. Solicitation release date: **December 5, 2014**
4. Addendum No. 1 release date: **December 30, 2014**
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2015, 2:00 p.m. Central Time**
6. Proposals submittal deadline and scheduled opening: **March 5, 2015, 2:00 p.m. Central Time**
(Proposers are welcome but not required or even expected to attend the opening of all proposals received. No presentations will be conducted at this time.)
7. Tentative date of interviews, if necessary, of one or more finalists: **Targeting week of March 23, 2015**
8. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 20 or April 10, 2015**
(Depending upon whether interviews are conducted)
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **April 14 or April 28, 2015**
(Depending upon whether interviews are conducted)
10. Effective date of policy or policies: **July 1, 2015, unless otherwise directed by the City of Franklin**
11. Addendum:
In reference to the City of Franklin's December 5, 2014 Purchasing Office Solicitation No. 2015-019 for liability, property and workers' compensation insurance products and services, the City has been asked certain questions about the solicitation by one or more vendors who are potential proposers.

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-019

The purpose of this Addendum No. 1 is to provide to all vendors who are known or thought to be interested in responding to the referenced solicitation the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

March 5, 2015, 2:00 p.m. Central Time

Below are the questions asked to date and the City's responses thereto:

Q1: I have located the Franklin 2014-2015 budget on the Franklin website. However, I also need a copy of the 2014-2015 Franklin Water and Sewer Enterprise Fund separate budget as well. Can you forward that to me or post it on the RFP and let me know that it is there?

A1: For access to the City of Franklin's budget for fiscal year 2015 other than for Water Management, please browse to www.franklinton.gov, then Government, then Finance & Administration, then Budget, then the link entitled "Go to budget documents by clicking this link" and then the link entitled "FY 2014-2015 Budget."

For access to the City of Franklin's budget for fiscal year 2015 for Water Management, please browse to www.franklinton.gov, then Government, then Finance & Administration, then Budget, then scroll down to and click on the link entitled "2013-2014 & 2014-2015 Water, Wastewater, Reclaimed Water Biennial Budget."

12. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
13. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the February 5, 2015, 2:00 p.m. Central Time deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-019

make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.

14. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-019

1. Solicitation identified: This Addendum No. 2 applies to the following procurement:
liability, property and workers' compensation insurance products and services
Purchasing Office Solicitation No.: 2015-019
2. Notice to Proposers publication date: **December 4, 2014**
3. Solicitation release date: **December 5, 2014**
4. Addendum No. 1 release date: **December 30, 2014**
5. Addendum No. 2 release date: **January 23, 2015**
6. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2015, 2:00 p.m. Central Time**
7. Proposals submittal deadline and scheduled opening: **March 5, 2015, 2:00 p.m. Central Time**
(Proposers are welcome but not required or even expected to attend the opening of all proposals received. No presentations will be conducted at this time.)
8. Tentative date of interviews, if necessary, of one or more finalists: **Targeting week of March 23, 2015**
9. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 20 or April 10, 2015**
(Depending upon whether interviews are conducted)
10. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **April 14 or April 28, 2015**
(Depending upon whether interviews are conducted)
11. Effective date of policy or policies: **July 1, 2015, unless otherwise directed by the City of Franklin**

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-019

12. Addendum:

In reference to the City of Franklin's December 5, 2014 Purchasing Office Solicitation No. 2015-019 for liability, property and workers' compensation insurance products and services, as amended by Addendum No. 1 issued on December 30, 2014, the City has been asked certain additional questions about the solicitation by one or more vendors who are potential proposers.

The purpose of this Addendum No. 2 is to provide to all vendors who may be interested in responding to the referenced solicitation the City's responses to the questions that have been asked since issuance of Addendum No. 1.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

March 5, 2015, 2:00 p.m. Central Time

Below are the additional questions asked since issuance of Addendum No. 1 and the City's responses thereto:

Q1: Insurance Company loss runs for the last five years with short claims circumstance descriptions (not codes) that would enable a breakdown between general liability, law enforcement, public official / EPL, automobile liability, auto physical damage and property claims by line and policy year. This should include loss runs from the Travelers, the TML and any other carriers on individual lines. Examples of claim descriptions would be: "Law – excessive force" or "Auto – Comprehensive –fire."

A1: Please see Appendices 9 and 10. (Appendices to the Request for Proposals that is a component of procurement solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).)

As to short claims circumstance descriptions, the City does not have these readily available for all claims. Short claims circumstance descriptions are available upon request for specific claims.

Q2: A copy of the expiring (7/1/14-15) agent's proposal listing the current carriers, limits, deductible and premiums by line of coverage.

A2: The City is not aware of the existence of such a document. The City last issued a request for proposals for liability, property and workers' compensation insurance products and services on December 15, 2011 for the policy year beginning July 1, 2012.

As to the current carriers by line of coverage, Travelers Insurance carries our Workers' Compensation, General Liability, EPL, Auto Liability, Auto Physical Damage, Umbrella, Cyber Liability, Fiduciary, Property & Crime and Inland Marine insurance coverages. Our Media Liability coverage is through Philadelphia Insurance Company.

As to the current limits, deductible and premiums by line of coverage, please see Appendix No. 11. (Appendices to the Request for Proposals that is a component

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-019

of procurement solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).)

Q3: Casualty – please complete or correct the attached [not attached to this addendum] renewal application. Law enforcement positions, dogs, etc. and type of employee (first section) are a rating basis and must be accurate.

A3: The City is not prepared at this time to complete a renewal application for a potential service provider. Please advise as to what specific information you seek so that the City may either direct you to where that information is already provided or consider whether to provide it.

As to law enforcement positions, dogs and type of employee, there are 117 sworn police personnel. The breakdown is as follows: 1 Chief of Police, 2 Deputy Police Chiefs, 27 Master Police Officers/Detectives, 8 Lieutenants, 20 Sergeants, and 59 Police Officers. For those in non-sworn positions, the breakdown is as follows: 4 Administrative Assistants, 2 Part-time Administrative Secretaries, 15 Communications Officers (Dispatch), 1 Evidence Technician, 1 Parking Enforcement Officer, 4 Records Clerks, and 9 School Patrols. We have three K-9s for our K-9 unit.

Q4: Property – a list of all locations with sprinkler systems and the number of stories for any location with more than one story.

A4: All of the City's occupied buildings, whether occupied with people or equipment, have automatic sprinklers. Regarding the number of stories for each property, please see Appendix No. 2, column H. (Appendices to the Request for Proposals that is a component of procurement solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).)

Q5: Cyber Liability – a copy of the Travelers (or other incumbent's) cyber liability application.

A5: The City does not possess the Travelers (or other incumbent's) cyber liability application. Please advise as to what specific information you seek so that the City may either direct you to where that information is already provided or consider whether to provide it.

Q6: Fiduciary Liability – a copy of the Travelers (or other incumbent's) fiduciary liability application. If it is covering a defined benefit plan, we will need the plan name(s), actuarial valuation, plan audit and asset schedule.

A6: The City does not possess the Travelers (or other incumbent's) fiduciary liability application. Please advise as to what specific information you seek so that the City may either direct you to where that information is already provided or consider whether to provide it.

As to whether the fiduciary liability application is covering a defined benefit plan and, if so, details of that plan, information on all of our plans can be accessed via

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-019

the City of Franklin's website under the Human Resources department. The web address is <http://www.franklintn.gov/government/human-resources/retirement>. You can also access our Comprehensive Annual Financial Reports (CAFR) on our City of Franklin website which will go through the actuarial valuation and plan audit. The web address is <http://www.franklintn.gov/government/finance-administration/financial-reporting>.

Q7: Workers Compensation – a copy of the NCCI experience mod worksheet generating the .69 factor and confirmation that there is no deductible on the current program.

A7: A copy of the NCCI experience mod worksheet generating the .69 factor is now available upon request as Appendix No. 12. (Appendices to the Request for Proposals that is a component of procurement solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklintn.gov; 615-550-6692).)

We have a large deductible program where the city pays up to \$100,000 each accident. The aggregate limit is \$761,400. We also have a cash collateral program and this year the City of Franklin put in \$410,000.

Q8: Please provide a brief description of the following prior claim: [name redacted] LI0023834A with date of loss 6/5/2011. It is still shown as being an open claim.

A8: Per the City's Law Department, this claim is still in litigation and cannot be discussed.

Q9: Please provide a brief description of the following prior claim: [name redacted] LI0020841A with date of loss 3/2/2011. It is shown as being closed.

A9: Citizen fell over an uneven area of sidewalk in downtown Franklin.

Q10: I would like to request the hard copy loss runs from Travelers for the policy term 7/1/2012 to 11/17/2014 (or current dated).

A10: The City does not possess hard copy loss runs from Travelers for the policy term 7/1/2012 to 11/17/2014 (or current dated). Appendix No. 10 contains the information in electronic format. (Appendices to the Request for Proposals that is a component of procurement solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklintn.gov; 615-550-6692).) If Appendix No. 10 is insufficient in some way, please advise as to what specific information you seek so that the City may either direct you to where that information is already provided or consider whether to provide it.

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-019

13. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
14. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the February 5, 2015, 2:00 p.m. Central Time deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

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

15. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Addendum No. 3 to

Purchasing Office Solicitation No.: 2015-019

1. Solicitation identified: This Addendum No. 3 applies to the following procurement:
liability, property and workers' compensation insurance products and services
Purchasing Office Solicitation No.: 2015-019
2. Notice to Proposers publication date: **December 4, 2014**
3. Solicitation release date: **December 5, 2014**
4. Addendum No. 1 release date: **December 30, 2014**
5. Addendum No. 2 release date: **January 23, 2015**
6. Addendum No. 3 release date: **January 26, 2015**
7. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2015, 2:00 p.m. Central Time**
8. Proposals submittal deadline and scheduled opening: **March 5, 2015, 2:00 p.m. Central Time**
(Proposers are welcome but not required or even expected to attend the opening of all proposals received. No presentations will be conducted at this time.)
9. Tentative date of interviews, if necessary, of one or more finalists: **Targeting week of March 23, 2015**
10. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 20 or April 10, 2015**
(Depending upon whether interviews are conducted)
11. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **April 14 or April 28, 2015**
(Depending upon whether interviews are conducted)
12. Effective date of policy or policies: **July 1, 2015, unless otherwise directed by the City of Franklin**

City of Franklin Addendum No. 3 to

Purchasing Office Solicitation No.: 2015-019

13. Addendum:

In reference to the City of Franklin's December 5, 2014 Purchasing Office Solicitation No. 2015-019 for liability, property and workers' compensation insurance products and services, as amended by Addenda Nos. 1 and 2 issued on December 30, 2014 and January 23, 2015, respectively, the City has been asked certain additional questions about the solicitation by one or more vendors who are potential proposers.

The purpose of this Addendum No. 3 is to provide to all vendors who may be interested in responding to the referenced solicitation the City's responses to the questions that have been asked since issuance of Addendum No. 2.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

March 5, 2015, 2:00 p.m. Central Time

Below are the additional questions asked since issuance of Addendum No. 2 and the City's responses thereto:

Q1: We need to determine if the City is willing to separate the workers compensation from the package. Specifically, the only other municipal carrier that we know offers a \$100,000 deductible option for the workers compensation is the TML. Since the TML will sometimes write the workers compensation by itself, we may have the opportunity to write the remainder in the commercial market; thus, the clarification is required.

A1: As to whether the City is willing to separate the workers compensation from the package, the request for proposals is for all lines of coverage listed in section 13.A of the Request for Proposals, including workers compensation. Thus, the City seeks proposals that address the City's need for all lines of coverage listed. It is not necessary that all lines of coverage be with the same carrier, but it is necessary that all proposals be comprehensive in scope by being responsive to the City's need for all lines of coverage listed.

As to the limits of the deductible for workers compensation coverage, a \$100,000 deductible option for workers compensation is not a requirement of the City. Proposers are expected to offer a deductible limit that they believe would best meet the needs of, and be in the best interests of, the City.

Q2: I have attached [not attached to this addendum] a sample of the type of loss runs our carriers require from Travelers and the TML. The loss experience you have provided appears to come from your own records or that of a TPA. Without the detailed loss experience similar to the example we have provided, we will have to withdraw from the process (and I believe every other bidder will do the same) because this is a requirement to obtain a quotation from any carrier in the commercial market place.

A2: For redacted loss runs, please see Appendices Nos. 13 (TML) and 14 (Travelers). (Appendices to the Request for Proposals that is a component of procurement

City of Franklin Addendum No. 3 to

Purchasing Office Solicitation No.: 2015-019

solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklintn.gov; 615-550-6692.)

14. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
15. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the February 5, 2015, 2:00 p.m. Central Time deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

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

16. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Addendum No. 4 to

Purchasing Office Solicitation No.: 2015-019

1. Solicitation identified: This Addendum No. 4 applies to the following procurement:
liability, property and workers' compensation insurance products and services
Purchasing Office Solicitation No.: 2015-019
2. Notice to Proposers publication date: **December 4, 2014**
3. Solicitation release date: **December 5, 2014**
4. Addendum No. 1 release date: **December 30, 2014**
5. Addendum No. 2 release date: **January 23, 2015**
6. Addendum No. 3 release date: **January 26, 2015**
7. Addendum No. 4 release date: **January 31, 2015**
8. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2015, 2:00 p.m. Central Time**
9. Proposals submittal deadline and scheduled opening: **March 5, 2015, 2:00 p.m. Central Time**
(Proposers are welcome but not required or even expected to attend the opening of all proposals received. No presentations will be conducted at this time.)
10. Tentative date of interviews, if necessary, of one or more finalists: **Targeting week of March 23, 2015**
11. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 20 or April 10, 2015**
(Depending upon whether interviews are conducted)
12. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **April 14 or April 28, 2015**
(Depending upon whether interviews are conducted)
13. Effective date of policy or policies: **July 1, 2015, unless otherwise directed by the City of Franklin**

City of Franklin Addendum No. 4 to

Purchasing Office Solicitation No.: 2015-019

14. Addendum:

In reference to the City of Franklin's December 5, 2014 Purchasing Office Solicitation No. 2015-019 for liability, property and workers' compensation insurance products and services, as amended by Addenda Nos. 1, 2 and 3, the City has been asked certain additional questions about the solicitation by one or more vendors who are potential proposers.

The purpose of this Addendum No. 4 is to provide to all vendors who may be interested in responding to the referenced solicitation the City's responses to the questions that have been asked since issuance of Addendum No. 3.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

March 5, 2015, 2:00 p.m. Central Time

Below are the additional questions asked since issuance of Addendum No. 3 and the City's responses thereto:

Q1: We request copies of the TML and Travelers loss runs as generated by the carriers, with confidential information redacted by the City no more than necessary.

A1: Please see Appendices Nos. 15 (TML) and 16 (Travelers). (Appendices to the Request for Proposals that is a component of procurement solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).).

Q2: Please provide total [summary] payroll for the past ten (10) years.

A2: Please see Appendix No. 17. (Appendices to the Request for Proposals that is a component of procurement solicitation 2015-019 are available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).).

City of Franklin Addendum No. 4 to

Purchasing Office Solicitation No.: 2015-019

15. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
16. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation prior to the February 5, 2015, 2:00 p.m. Central Time deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

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

17. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Addendum No. 5 to

Purchasing Office Solicitation No.: 2015-019

1. Solicitation identified: This Addendum No. 5 applies to the following procurement:
liability, property and workers' compensation insurance products and services
Purchasing Office Solicitation No.: 2015-019
2. Notice to Proposers publication date: **December 4, 2014**
3. Solicitation release date: **December 5, 2014**
4. Addendum No. 1 release date: **December 30, 2014**
5. Addendum No. 2 release date: **January 23, 2015**
6. Addendum No. 3 release date: **January 26, 2015**
7. Addendum No. 4 release date: **January 31, 2015**
8. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2015, 2:00 p.m. Central Time**
9. Addendum No. 5 release date: **February 12, 2015**
10. Proposals submittal deadline and scheduled opening: **March 5, 2015, 2:00 p.m. Central Time**
(Proposers are welcome but not required or even expected to attend the opening of all proposals received. No presentations will be conducted at this time.)
11. Tentative date of interviews, if necessary, of one or more finalists: **Targeting week of March 23, 2015**
12. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 20 or April 10, 2015**
(Depending upon whether interviews are conducted)
13. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **April 14 or April 28, 2015**
(Depending upon whether interviews are conducted)
14. Effective date of policy or policies: **July 1, 2015, unless otherwise directed by the City of Franklin**

City of Franklin Addendum No. 5 to

Purchasing Office Solicitation No.: 2015-019

15. Addendum:

In reference to the City of Franklin's December 5, 2014 Purchasing Office Solicitation No. 2015-019 for liability, property and workers' compensation insurance products and services, as amended by Addenda Nos. 1, 2, 3 and 4, the City has been asked whether site inspections are being offered by the City at this time.

The purpose of this Addendum No. 5 is to provide to all vendors who may be interested in responding to the referenced solicitation the City's response to this inquiry.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

March 5, 2015, 2:00 p.m. Central Time

Below is the City's response to this inquiry:

Q1: I have had a request from one potential bidder to conduct a site inspection. This is not to ask any questions. It is to have access to buildings for inspection purposes only. Is this possible to arrange or would that be considered "questions" subject to the [deadline for questions]?

A1: Yes, site inspections may be made up until the March 5 proposal submittal deadline. Site inspections must be scheduled in advance with the Purchasing Office (purchasing@franklinton.gov; 615-550-6692), and must be conducted with a member of the Purchasing Office staff. Please note that the deadline for questions seeking to revise or clarify any aspect of this procurement solicitation has passed.

16. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."

17. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

18. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0091)

Attachment No. 2

SUBMITTAL

City of Franklin Insurance Proposal

RFP 2015-019

Proposal Submittal Forms

- Proposal Submittal Form
- Exception to the City's Procurement Solicitation
- Standard Procurement Terms and Conditions
- Procurement Agreement
- Affidavit of Non-Collusion
- Affidavit of Title VI Compliance
- Indemnification Agreement

Public Risk Insurors

- Who Is Public Risk Insurors
- Public Risk Insurors Agent Profile
- Strategic Insurance Agency Services
- Tennessee Governor's Diversified Business Entity Certification
- Agent License
- Insurance Agent Errors or Omissions Liability Proof of Insurance

City of Franklin Insurance Portfolio Proposal

- Executive Summary
- Summary of Insurance Company Service Provider Benefits and Advantages
- Summary of Agent Commitments and Services
- Overview of Insurance Portfolio Proposal Options

Travelers Insurance Renewal Proposal (Option 1)

- Travelers Accomplishments and Service Advantages
- Travelers Risk Control Stewardship
- Travelers SAC Instructions
- The Travelers Difference
- Travelers Package Proposal 2015-2016 Renewal
- Travelers Inland Marine Proposal 2015-2016 Renewal
- Travelers Workers Compensation Deductible Program Proposal 2015-2016 Renewal
- Travelers Workers Compensation Guaranteed Cost Fully Insured Proposal (ALTERNATIVE)

Alternative Renewal Proposals (Option 2)

- OneBeacon Government Risks Overview
- OneBeacon Government Risks Package Proposal
- Midwest Employers Casualty Excess Workers Compensation Proposal (ALTERNATIVE 1)
- Safety National Excess Workers Compensation Proposal (ALTERNATIVE 2)
- USIS Third Party Administrators Proposal
- BITCO Workers Compensation Per Occurrence Deductible Proposal (ALTERNATIVE 3)
- Allied World Assurance Company Privacy 101 Proposal
 - Privacy Liability, Network Risk and Data Breach Additional Coverage Proposal

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

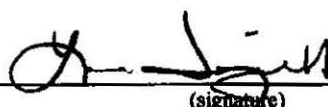
Proposer's name, street address, and mailing address (if different):	PUBLIC RISK INSURORS 205 POWELL PLACE BRENTWOOD, TN 37027
Proposer's contact person's name (printed), title, telephone number, and e-mail address:	LAURA JUNGMICHEL MANAGING PARTNER / LICENSED AGENT 615-369-0646 OFFICE 615-243-5667 CELL LAURA@PUBLICRISKINSURORS.COM
Does the proposer take any exceptions to the City's procurement solicitation?	☒ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☒ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	☒ Yes. ☐ No, proposer requests the following payment terms: _____
Last date (no sooner than June 30, 2015) that proposal and associated pricing is valid and may be accepted by the City:	JUNE 30, 2015
Are the following included with this Proposal Submittal Form in the submittal? - Detailed vendor-supplied description of proposed product(s) and/or service(s); - Identification, listing and description of any exceptions to the procurement solicitation; - Contact information for required references (see Instructions for Proposers); - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; and - City of Franklin Affidavit of Title VI Compliance, executed in full.	☒ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

Proposer's name:	PUBLIC RISK INSURORS
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1, 2, 3, 4, 5</u> received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of proposer's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	 (signature)
Title of proposer's authorized representative:	MANAGING PARTNER / LICENSED AGENT
Date of signature:	MARCH 4, 2015

Proposal Submittal Form

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

City of Franklin, Tennessee

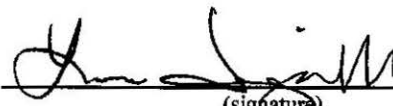
Purchasing Office Solicitation No.: 2015-019

Proposer's name:	PUBLIC RISK INSURORS
Page Instructions: Complete this page of the Proposal Submittal Form for each carrier for which you are submitting a proposal. <u>Use this page to quote the annual premium for the specified limits of coverage and deductible amounts.</u> (If proposer recommends City consider limits of coverage and deductible amounts other than as specified, use the following page to quote the premium for such an alternate schedule of coverage limits and deductible amounts.) Attach additional explanation as necessary.	
Insurance carrier / program:	TRAVELERS INSURANCE COMPANIES
A.M. Best rating (carrier or reinsurer):	A+
Financial size class:	XV
<u>Coverage</u>	<u>Annual Premium</u> <u>(7/1/2015 - 6/30/2016)</u>
1. Property	\$ 216,708
2. Boiler & Machinery or Equipment Breakdown	\$ 12,219
3. Inland Marine and Scheduled Property Floater	\$ 86,547
4. General Liability	\$ 125,777
5. Law Enforcement Liability	\$ 173,445
6. Errors or Omissions Liability	\$ 37,444
7. Employment Practices Liability	\$ 107,078
8. Automobile Liability and Physical Damage	\$ 264,598
9. Umbrella	\$ 49,944
10. Crime	\$ 5,487
11. Cyber Risk Liability	\$ 3,830
12. Fiduciary Liability	\$ SEE EXCEPTION PAGE
13. Workers Compensation	\$ 367,774
Total Annual Premium	\$ 1,450,851
Signature of proposer's authorized representative: I hereby certify that I am a duly authorized and licensed representative of the insurance carrier / program named above and am legally permitted to submit this quote for insurance coverage to the City of Franklin, and will enter into an agreement and/or binder for coverage with the City of Franklin on or before 7/1/2015 for coverage to be effective 7/1/2015 if awarded the quote for coverage in writing by 6/1/2015.	 (signature)
Title of proposer's authorized representative:	MANAGING PARTNER / LICENSED AGENT
Date of signature:	MARCH 4, 2015

Proposal Submittal Form

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

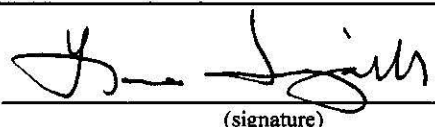
Purchasing Office Solicitation No.: **2015-019**

Proposer's name:	PUBLIC RISK INSURORS
Page Instructions: Complete this page of the Proposal Submittal Form for each carrier for which you are submitting a proposal. <u>Use this page to quote the premium for limits of coverage and deductible amounts other than as specified</u> if proposer recommends City consider such an alternate schedule of coverage limits and deductible amounts. (Use the preceding page for the specified limits of coverage and deductible amounts.) Itemize the limits of coverage and deductible amounts in a separate attachment.	
Insurance carrier / program:	ONE BEACON GOVERNMENT RISKS
A.M. Best rating (carrier or reinsurer):	A
Financial size class:	X
Coverage	<u>Annual Premium</u> <u>(7/1/2015 - 6/30/2016)</u>
1. Property	\$ 329,754
2. Boiler & Machinery or Equipment Breakdown	\$ INCLD
3. Inland Marine and Scheduled Property Floater	\$ 133
4. General Liability	\$ 122,454
5. Law Enforcement Liability	\$ INCLD
6. Errors or Omissions Liability	\$ 212,318
7. Employment Practices Liability	\$ INCLD
8. Automobile Liability and Physical Damage	\$ 143,748
9. Umbrella	\$ 124,202
10. Crime	\$ INCLD
11. Cyber Risk Liability	\$
12. Fiduciary Liability	\$
13. Workers Compensation	\$
Total Annual Premium	\$ 932,609
Signature of proposer's authorized representative: I hereby certify that I am a duly authorized and licensed representative of the insurance carrier / program named above and am legally permitted to submit this quote for insurance coverage to the City of Franklin, and will enter into an agreement and/or binder for coverage with the City of Franklin on or before 7/1/2015 for coverage to be effective 7/1/2015 if awarded the quote for coverage in writing by 6/1/2015.	 (signature)
Title of proposer's authorized representative:	MANAGING PARTNER
Date of signature:	03/04/2015

Proposal Submittal Form

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

Purchasing Office Solicitation No.: **2015-019**

Proposer's name:	PUBLIC RISK INSURORS
Page Instructions: Complete this page of the Proposal Submittal Form for each carrier for which you are submitting a proposal. <u>Use this page to quote the premium for limits of coverage and deductible amounts other than as specified</u> if proposer recommends City consider such an alternate schedule of coverage limits and deductible amounts. (Use the preceding page for the specified limits of coverage and deductible amounts.) Itemize the limits of coverage and deductible amounts in a separate attachment.	
Insurance carrier / program:	MIDWEST EMPLOYERS CASUALTY
A.M. Best rating (carrier or reinsurer):	A+
Financial size class:	XV
Coverage	<u>Annual Premium</u> <u>(7/1/2015 - 6/30/2016)</u>
1. Property	\$ _____
2. Boiler & Machinery or Equipment Breakdown	\$ _____
3. Inland Marine and Scheduled Property Floater	\$ _____
4. General Liability	\$ _____
5. Law Enforcement Liability	\$ _____
6. Errors or Omissions Liability	\$ _____
7. Employment Practices Liability	\$ _____
8. Automobile Liability and Physical Damage	\$ _____
9. Umbrella	\$ _____
10. Crime	\$ _____
11. Cyber Risk Liability	\$ _____
12. Fiduciary Liability	\$ _____
13. Workers Compensation	\$ 129,221
Total Annual Premium	\$ _____
Signature of proposer's authorized representative: I hereby certify that I am a duly authorized and licensed representative of the insurance carrier / program named above and am legally permitted to submit this quote for insurance coverage to the City of Franklin, and will enter into an agreement and/or binder for coverage with the City of Franklin on or before 7/1/2015 for coverage to be effective 7/1/2015 if awarded the quote for coverage in writing by 6/1/2015.	 (signature)
Title of proposer's authorized representative:	MANAGING PARTNER
Date of signature:	03/04/2015

Proposal Submittal Form

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

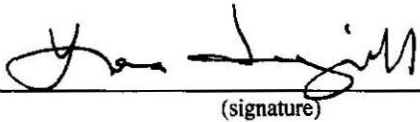
Purchasing Office Solicitation No.: **2015-019**

Proposer's name:	PUBLIC RISK INSURORS
Page Instructions: Complete this page of the Proposal Submittal Form for each carrier for which you are submitting a proposal. <u>Use this page to quote the premium for limits of coverage and deductible amounts other than as specified</u> if proposer recommends City consider such an alternate schedule of coverage limits and deductible amounts. (Use the preceding page for the specified limits of coverage and deductible amounts.) Itemize the limits of coverage and deductible amounts in a separate attachment.	
Insurance carrier / program:	SAFETY NATIONAL
A.M. Best rating (carrier or reinsurer):	A+
Financial size class:	XII
Coverage	<u>Annual Premium</u> <u>(7/1/2015 - 6/30/2016)</u>
1. Property	\$ _____
2. Boiler & Machinery or Equipment Breakdown	\$ _____
3. Inland Marine and Scheduled Property Floater	\$ _____
4. General Liability	\$ _____
5. Law Enforcement Liability	\$ _____
6. Errors or Omissions Liability	\$ _____
7. Employment Practices Liability	\$ _____
8. Automobile Liability and Physical Damage	\$ _____
9. Umbrella	\$ _____
10. Crime	\$ _____
11. Cyber Risk Liability	\$ _____
12. Fiduciary Liability	\$ _____
13. Workers Compensation	\$ 145,415
Total Annual Premium	\$ _____
Signature of proposer's authorized representative: I hereby certify that I am a duly authorized and licensed representative of the insurance carrier / program named above and am legally permitted to submit this quote for insurance coverage to the City of Franklin, and will enter into an agreement and/or binder for coverage with the City of Franklin on or before 7/1/2015 for coverage to be effective 7/1/2015 if awarded the quote for coverage in writing by 6/1/2015.	 (signature)
Title of proposer's authorized representative:	MANAGING PARTNER
Date of signature:	03/04/2015

Proposal Submittal Form

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

Purchasing Office Solicitation No.: **2015-019**

Proposer's name:	PUBLIC RISK INSURORS
Page Instructions: Complete this page of the Proposal Submittal Form for each carrier for which you are submitting a proposal. <u>Use this page to quote the premium for limits of coverage and deductible amounts other than as specified</u> if proposer recommends City consider such an alternate schedule of coverage limits and deductible amounts. (Use the preceding page for the specified limits of coverage and deductible amounts.) Itemize the limits of coverage and deductible amounts in a separate attachment.	
Insurance carrier / program:	BITCO
A.M. Best rating (carrier or reinsurer):	A+
Financial size class:	1X
Coverage	Annual Premium (7/1/2015 - 6/30/2016)
1. Property	\$
2. Boiler & Machinery or Equipment Breakdown	\$
3. Inland Marine and Scheduled Property Floater	\$
4. General Liability	\$
5. Law Enforcement Liability	\$
6. Errors or Omissions Liability	\$
7. Employment Practices Liability	\$
8. Automobile Liability and Physical Damage	\$
9. Umbrella	\$
10. Crime	\$
11. Cyber Risk Liability	\$
12. Fiduciary Liability	\$
13. Workers Compensation	\$786,412
Total Annual Premium	\$
Signature of proposer's authorized representative: I hereby certify that I am a duly authorized and licensed representative of the insurance carrier / program named above and am legally permitted to submit this quote for insurance coverage to the City of Franklin, and will enter into an agreement and/or binder for coverage with the City of Franklin on or before 7/1/2015 for coverage to be effective 7/1/2015 if awarded the quote for coverage in writing by 6/1/2015.	 (signature)
Title of proposer's authorized representative:	MANAGING PARTNER
Date of signature:	03/04/2015

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-019

INSURANCE AGENT/BROKER QUESTIONNAIRE

BACKGROUND (ATTACH ADDITIONAL PAGES AS NECESSARY):

Year firm established: 2010

Attach supplement indicating the names, experience and professional qualifications of those individuals who would be directly involved with the placement of coverage and service of the account. In addition, identify the services each individual would be providing to the City.

Number of licensed property and casualty agents: 5 PLUS 2 SUPPORT STAFF

Number of licensed property and casualty brokers: SAME AS ABOVE

Number of accounts with excess insurance commercial premium above \$100,000 with deductibles/retention's exceeding \$50,000 for property and \$500,000 for liability: 1 - CITY OF FRANKLIN

Identify the individual(s) who would be marketing the property and liability portion of the account and negotiating with the underwriters (attach resumes if not included above):

Property: LAURA JUNGMICHEL

Liability: LAURA JUNGMICHEL

Identify and describe your relationship with any intermediaries who would be involved in marketing the program. Describe their role in the process (examples include: marketing hub of parent for local branch office, managing agent authorized to underwrite and set pricing for the insurance carrier, surplus lines agent/broker).

APEX (A BROWN AND BROWN COMPANY) - MGA AND SURPLUS LINES - BROKER

Identify the individual(s) who would be responsible for day to day basis account service (attach resumes if not included above):

Principal: LAURA JUNGMICHEL

Alternate: DAVID WILLIAMS

Provide the organization, individual name and phone numbers of at last three (3) references for accounts of similar nature regarding program format, industry and/or size.

City of Franklin - Sara Sylvis, Chris Clausi, Shirley Harmon 615-791-3277

Wilson County - Debbie Green, Aaron Maynard 615-443-2630

Wayne County - Mayor Jason Rich 931-722-3653

Proposal Submittal Form

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

Purchasing Office Solicitation No.: **2015-019**

INSURANCE AGENT/BROKER QUESTIONNAIRE (continued)

SERVICES AVAILABLE (ATTACH ADDITIONAL PAGES AS NECESSARY):

Describe special experience your firm has regarding insurance placements for this type of account:

Public Risk Insurors and Laura Jungmichel specialize in commercial insurance for Tennessee Public
Entities. Some of our clients include the City of Franklin, City of Lebanon, Wilson County, Wayne County,
Coffee County, Fentress County, Franklin Special School District, Tullahoma City Schools, and the TSBA.

Briefly describe how you identify and select carriers to submit proposals for coverage and pricing for an account of this nature.

We have access to over 20 public entity insurance markets, including Travelers, One Beacon, Liberty Mutual, CNA, Key Risk,
Wright Specialty, Allied World, Philadelphia, HCC Specialty. There are strong but fewer options for an account of this size.
Travelers is by far the most experienced and competitively priced with the services required for a city the size of Franklin.

In addition to requested services in the request for proposals, what in-house services are available at no additional cost, and what is the time limitation? (Include resumes of individuals providing service.)

Please see and review the page in our proposal entitled "Summary of Agent Commitments and Services."

Other than placement of excess insurance and any no-cost additional services noted above, what in-house services are available at additional cost? (Include resumes of individuals providing service, and cost for services quoted.)

Travelers has many alliances with vendors and service providers related to
risk management that are available at negotiated and reduced rates for clients.

What other resources are available from your firm? Please indicate any associated costs.

We believe we have outlined a very comprehensive offer of services within
our proposal entitled, "A Summary of Agent Commitments and Services."
There are no associated costs for those services.

Proposal Submittal Form

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

Purchasing Office Solicitation No.: **2015-019**

INSURANCE AGENT/BROKER QUESTIONNAIRE (continued)

SERVICES AVAILABLE (continued):

What do you consider your role in policyholder coverage disputes with carriers during the policy term you are the agent of record and does this role cease if you later are not the agent of record?

My role as agent in a coverage dispute would be to gather information from the client and the provider and act as a mediator to explain coverage and applicability to the client as well as facilitate explanation of the decision making process from the client's and insurer's point of view to reach a mutually understood and agreeable conclusion.

How do you assess and market the program during the renewal process?

There would be a six month mid-term review of coverage and service with the city of Franklin to determine the level of satisfaction with the program. If satisfied then we would begin the renewal process in order to present the renewal 90 days prior to the expiration date. If not, we would go to market about better solutions.

What role do you play in claim settlements with insurers?

Specific requirements and needs in this area would be identified using the special account instructions. I would work very closely with Travelers Claims account executive, Vicky Egli. The city would be consulted and notified of any settlements "prior to" the actual offer of settlement.

How would you assist in identifying risks (both insurable and non-insurable) and do you disclose gaps in coverage or recommend alternative loss control techniques to the client for those risks?

We consider this type of analysis as our specialty. As indicated in the "Summary of Agent Commitments and Services" section of this proposal, we would participate with city risk management staff in formal risk assessments to identify risks, research and disclose gaps or unintentional self-insuring, and work with Travelers risk control staff.

If proposing safety and loss control services, describe below or by attachment: in-house safety and loss control library materials; the proposed staff to be used (including resumes); types of services available; and hourly or daily rate for each specialty which is not included in the flat fee pricing.

As the agent, we would work with Travelers risk control staff to facilitate on-site employee training as we have done the past three years. We would continue to take advantage of all of the risk control services and resources that are available through Travelers.

Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2015-019

INSURANCE AGENT/BROKER QUESTIONNAIRE (continued)

SERVICES AVAILABLE (continued):

When requested, would you provide renewal and unbiased alternate quotations no later than 90 days prior to the expiration of policy(s)? (The City reserves the right of decision to renew or to request formal proposals.)

Absolutely. We respect the agent-client relationship by operating in complete disclosure and transparency.

We would explain all options to the city to be able to make the best coverage decisions possible.

Would you provide a market forecast by line of insurance during the City budgeting period?

Absolutely. That is the primary reason for the six month mid-term review of coverage and service and the preparation of

the actual renewal proposal 90 days prior to the expiration date so that "real" premiums can be used in the budgeting process.

Would you obtain each year an updated five-year loss history from current and prior carriers?

We would obtain them from the current carriers and assist as possible with the city's request to prior

carriers. Currently, there are still 5 open claims with the city's prior carrier that still need to be resolved.

Would you attend City meetings when requested?

Absolutely. We have demonstrated that commitment over the past three years. We also attend

the majority of the BOMA work sessions.

Would you issue binders and certificates when required?

Yes, and we would also continue to work with risk management staff and purchasing staff in reviewing

and assisting in requirements of certificates requested from vendors to the city.

Would you allow the City full access to your working files?

Absolutely. We take pride in operating in full disclosure and with complete transparency.

Would you disclose to the City, prior to marketing coverage, any contingency commissions or other compensation arrangements?

Yes, commissions to Public Risk Insurers are disclosed in the proposals. As respects Work Comp, there is no commission on the loss sensitive

program. We do have a contingency bonus commission with Travelers based on volume, loss ratio, etc. for the entire book of business.

Exceptions to the City's Procurement Solicitation

Please see the proposals for details. The renewal coverage is structured as the expiring coverage.

Some locations are Actual Cash Value and not included in the blanket limit.

Some locations are historical locations at Replacement Cost and not included in the blanket limit.

The only coverage for property within Flood Zone A is a \$500,000 limit that applies only to structures, not buildings.

Equipment Breakdown coverage has a \$25,000 per occurrence deductible.

No Medical Expense limit under General Liability.

Employee Benefits Liability coverage has a \$1,000 deductible each employee.

No Medical Expense limit under Law Enforcement Liability.

No Medical Expense limit under Automobile Liability.

Umbrella Coverage has a \$9,000,000 limit which sits over all liability limits.

All earthquake coverage for buildings, contents, scheduled property, contractors equipment, EDP equipment, and vehicles exceed \$30,000,000 in total.

Earthquake deductible is \$50,000.

Law Enforcement Liability, Public Entity Management Liability, and Employment Practices Liability coverage each have \$25,000 per occurrence deductibles.

All crime coverage have \$500,000 limits each.

Cyber coverage is structured in a totally different manner from the bid specifications because of lack of encryption.

General Liability has a \$10,000 per occurrence deductible.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_019

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Public Risk Insurors

Attn: Laura Jungmichel

205 Powell Place

Brentwood, TN 37027

615/369-0647

laura@publicriskinsurors.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20 - _____)

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

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

[OR]

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

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

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

[OR]

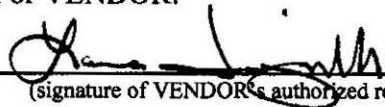
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20 -)

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

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: MANAGING PARTNER

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

Language of Procurement Agreement is "Acceptable" and is to be executed at awarding of Contract.

Affidavit of Non-Collusion

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

State of Tennessee)
County of Williamson) SS

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

1. He or she is the Authorized and Managing Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Public Risk Insurors
(legal name of entity submitting bid or proposal)

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

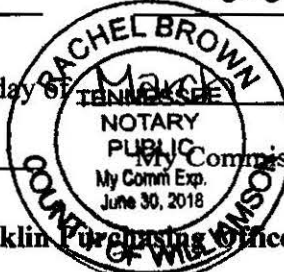
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer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

[Signature]
(signature of Affiant)

Managing Partner / Licensed Agent / Broker
(title of Affiant)

Sworn and subscribed to before me this 4th day of March, 2015

Rachel Brown
(Notary Public)



Commission Expires: 6/30/18

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-019)

Affidavit of Title VI Compliance

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

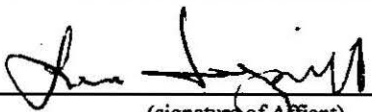
State of Tennessee)
County of Williamson) SS

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

1. He or she is the Authorized and Managing Partner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Public Risk Insurors
(legal name of entity submitting bid or proposal)

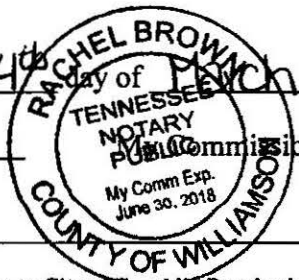
the Bidder or Proposer who has submitted the attached bid or proposal;

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


(signature of Affiant)

Managing Partner / Licensed Agent / Broker
(title of Affiant)

Sworn and subscribed to before me this 4th day of March, 2015
Rachel Brown
(Notary Public)



Commission Expires: 6/30/18

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

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

1. He or she is the Managing Partner / Licensed Agent and Broker of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
PUBLIC RISK INSURORS
(legal name of entity submitting bid or proposal)

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

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


(signature of person whose printed name appears above)

Managing Partner / Licensed Agent and Broker
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_019)

Form revised 02/25/2005

PUBLIC RISK INSURORS



Public Risk Insurors is an independent insurance agency located in Brentwood, Tennessee that specializes in providing comprehensive and cost effective coverage solutions for all types of public entities including cities, counties, school systems, utilities, human resource agencies, and non-profit organizations.



Public Risk Insurors is a Tennessee School Boards Association (TSBA) Gold Level Business Affiliate and is the only Property and Casualty insurance agency recognized by the TSBA with that designation.

Public Risk Insurors is a Certified Woman-Owned Business Entity by the Governor's Office of the State of Tennessee and is recognized as a Diversity Business Enterprise.

Public Risk Insurors is a proud member of the Insurors of Tennessee and is committed to the "Trusted Choice Pledge of Performance" which means we are dedicated to your interests first and are committed to treating you as a person and partner, not an insurance policy.

Public Risk Insurors will take the guess work out of your public entity's insurance program and provide real insurance solutions with outstanding customer and client services.

Clients using our services include:

The Tennessee School Boards Association (TSBA), the City of Franklin, Franklin Special School District, Tullahoma City Schools, the City of Lebanon, Wilson County, Wayne County, Fayette Academy, Coffee County...

205 Powell Place - Brentwood, Tennessee 37027
615.369.0646 Office 615.369.0647 Fax

PUBLIC RISK INSURORS



Laura Jungmichel (AU, RMPE) is viewed by many public officials as well as public entity commercial insurance providers as **“the expert” on public entity insurance** in the state of Tennessee. This recognition comes from an examination of Laura’s experience within a lifelong career in the public entity insurance arena. Until May, 2010, Laura served as the **Director of Underwriting and Reinsurance Services for the Tennessee Municipal League Risk Management Pool**, a position she held in trust for nearly 15 years.

Laura founded **Tennessee Risk Management Partners LLC (now doing business in Tennessee as Public Risk Insurors)** in August of 2010 and became a **licensed Property and Casualty agent** in Tennessee in January of 2011.

Laura holds the following industry designations: the **Associate in Underwriting (AU)** and the **Risk Management for Public Entities certificate (RMPE)**. Laura has **previously taught the RMPE course** through the Insurance Institute of America to many of Tennessee’s risk managers. Laura has also **presented several times at the National League of Cities RISC conferences** for elected officials across the U.S. **Laura is a member of TnPRIMA and a member of The Insurors of Tennessee.**

Laura Jungmichel is a dedicated public entity insurance professional and specialist who will provide your city, county, municipality, or school system superior representation to the commercial marketplace as well as client services that are based on putting your public entity’s needs first.

Laura graduated from Stephens College with a **B.A. in Political Science** and has lived in Williamson County for over 40 years.

PUBLIC RISK INSURORS



Our strategic insurance agency services include the following.

- We perform a regular review of your exposures in order to identify any gaps or inadequacies in your coverage
- We develop, monitor, and assist in the management of your property, vehicles, and equipment schedules as well as the development of
- Analyze past loss history to determine the most advantageous deductibles and limits of coverage
- Assist in the completion of all insurance applications annually
- Create a database of employee remuneration by correct classification code and identification of allowable deductions
- Assist in the reporting and monitoring of claims
- Monitor and assist in the management of certificates of insurance
- Review insurance provisions of contracts and leases with access to updated insurance requirements and suggestions
- Suggest options for premium allocation by department as a risk control tool



Certification Number: 051914-01

Industry: Insurance

*The Governor's Office of Diversity Business Enterprise
for the State of Tennessee, having determined that*

TENNESSEE RISK MANAGEMENT PARTNERS

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12,
Chapter 5, Part 8, and the policies adopted thereunder, hereby grants the designation of*

Woman Owned Business

and is recognized as such until the expiration of registration and certification on

May 19, 2017

*In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of
General Services hereto affix our hand and the Great Seal of the State.*



Shelia J. Simpson

Program Director, Governor's Office of Diversity Business Enterprise

License No: 723973
NPN: 7295006

State of Tennessee
Department of
Commerce and Insurance
LAURA JUNGMICHEL



LICENSE TYPE	LINES OF AUTHORITY	LICENSE EXPIRATION DATE
INSURANCE PRODUCER	Property Casualty	08/31/2015
SURPLUS LINES AGENT		08/31/2015

LAURA JUNGMICHEL
5 INNISBROOK LN
BRENTWOOD TN 37027-8941

State of Tennessee
Department of
Commerce and Insurance
LAURA JUNGMICHEL

License No: 723973

NPN: 7295006

This is to certify that all requirements of the State of Tennessee have been met.

LICENSE TYPE	LINES OF AUTHORITY	LICENSE EXPIRATION DATE
INSURANCE PRODUCER	Property Casualty	08/31/2015
SURPLUS LINES AGENT		08/31/2015

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The insurance producer must complete continuing education, renew the license and pay fees.



IN-1313
Department of
Commerce and Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2015

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 Westar Insurance Brokers, Inc. 333 City Blvd West, 17th Fl. Orange, CA 92868	CONTACT NAME:	
	PHONE: (A/C, No. Ext) (800) 280-7250	FAX: (A/C, No. Ext) (714) 978-2692
	EMAIL ADDRESS: LIFE@CITAInsurance.com	
	PRODUCER CUSTOMER ID#:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tennessee Risk Management Partners 205 Powell Place Brentwood, TN 37027 FAX: - -	INSURER A: American Automobile Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

1249568

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,

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PRFMISFS (Fa occurrence)	\$
	☐ CLAIMS-MADE ☐ OCCUR	☐	☐				MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$
	☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE	\$
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Fa accident)	\$
	☐ ALL OWNED AUTOS	☐	☐				BODILY INJURY (Per person)	\$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ NON-OWNED AUTOS							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE	☐	☐				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER						Each Claim	\$ 1,000,000.00
	☒ Errors & Omissions Liability	☐	☐	ME07360962	04/25/2014	04/25/2015	Aggregate	\$ 1,000,000.00
	CLAIMS MADE AND REPORTED						DEDUCTIBLE	\$2,500.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CLAIMS MADE in all states EXCEPT CA (CLAIMS MADE AND REPORTED).

Coverage applies only to the wrongful acts as the result of Professional Services as defined in the policy and subject to all terms, conditions and exclusions of the policy and all its endorsements.

CERTIFICATE HOLDER

City of Franklin Tennessee
109 3rd Avenue South
Franklin, TN 37064

CANCELLATION

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



TNRMP-1

OP ID: GM

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/03/2015

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 Golden Empire Insurance Agency 28720 Roadside Drive Ste. 376 Agoura Hills, CA 91301 Greg Lipp		Phone: 818-597-7880 Fax: 818-597-0078	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Tennessee Risk Management Partners LLC 205 Powell Place Brentwood, TN 37027		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			B6011279660	02/26/2015	02/26/2016	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY	☒	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 2,000,000				
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 4,000,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						\$
	DED						EACH OCCURRENCE \$
	RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							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)

Certificate holder named as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
109 3rd Avenue
Franklin, TN 37064

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
Greg Lipp

© 1988-2010 ACORD CORPORATION. All rights reserved.

Executive Summary

Public Risk Insurors and the Travelers Insurance Companies express their kind appreciation for the honor of providing this renewal proposal to the City of Franklin in response to **Purchasing Office Solicitation No. 2015-019 for liability, property and workers' compensation insurance products and services.**

The following proposal contains **comprehensive insurance coverage solutions** from the **Travelers Insurance Companies** and some alternative options for your review. Please see the Overview of Insurance Portfolio Proposal Comparison to use as a guide to the submission.

Perhaps the two most important points to make are these.

The Travelers Insurance Companies proposal reflects a 2.4% increase in premium over the expiring policies and that is inclusive of substantial increases in exposures...vehicles, buildings and contents, equipment, and particularly payroll.

The five year loss ratio for the City of Franklin with the prior carrier was 117%. The loss ratio for the past three years with Travelers Insurance Companies is 29%.

We believe that an excellent working relationship between the City of Franklin, Public Risk Insurors, and Travelers Insurance Companies has been established over the past three years that has provided increased insurance protection, valuable and efficient agency services, and insurance company expertise in claims and risk control at competitive premiums. Thank you for this opportunity to build upon the base that has been created for the benefit of the employees and citizens of the City of Franklin.



Summary of Insurance Company Service Provider **Benefits and Advantages**

This is just a sampling of some of the benefits, resources and tools that are available through the Travelers Insurance Companies. Please see the documentation provided under the Travelers section of this proposal for specific accomplishments and services provided over the past three years.

- A local Travelers claim office located in Franklin, Tennessee.
- Claims Account Executive (Vicky Egli) assigned to the City of Franklin to act as a troubleshooter and advocate.
- Ability to craft a Special Account Instructions guide for handling claims and notifications according to the wishes of the City of Franklin. A copy of the current SAC instructions are included under the Travelers section of this proposal.
- Workers Compensation claims adjustment through the TravComp trademark process which saves time and money, especially critical for loss sensitive Workers Compensation accounts.
- Automatic Medical Bill Review for Workers Compensation claims that can save an average of 50% on medical costs which saves money, especially critical for loss sensitive Workers Compensation accounts.
- Claims can be reported on-line 24/7 and 365 days a year.
- Complete real time on-line access to claims adjuster notes.
- Ability to prepare various loss reports by the City of Franklin using on-line data, including all prior carrier losses that have been loaded into the Travelers eCarma system.
- Interactive website available for injured employees to obtain information about their claim.
- Conflict of interest free case management with Travelers nurses, including triage.

- Pharmacy Management Programs and Network of Medical Providers with negotiated rates which saves money, especially critical for loss sensitive Workers Compensation accounts.
- Aggressive subrogation and litigation management with impressive win ratios in court.
- Catastrophe resources available to assist in a catastrophe.
- EPL Hotline to discuss employment situations with an employment specialist attorney.
- Web based employee training linked from the Travelers website to Local Government U for \$10.20 (Travelers client reduced rate) per training session with testing and certifications.
- Complimentary JCP (Job Candidate Profile) for job candidate screenings for hourly workers (normally \$35 per candidate charge).
- Complimentary access to Safety View, an employee safety perception survey.
- Reduced rates for Travelers clients or complimentary access through Alliances with vendors, such as American Appraisal, Open for Business for disaster preparedness, and MSDSonline for hazard communications.
- Access to TravSources and Travelers Virtual Risk Manager with risk assessment action plans.
- On-site personal risk control training for your employees provided by experienced and talented Travelers staff (Mike Eady).

PUBLIC RISK INSURORS



Summary of Agent Commitments and Services

Public Risk Insurors and agent Laura Jungmichel formally commit to provide the following services if awarded the bid in order to professionally service the insurance related needs of the City of Franklin.

- Review and oversight by Public Risk Insurors in conjunction with Risk Management staff of all open claims to be adjusted and closed by the prior insurance carrier that exist after 7/1/2012, including follow up for applicable reimbursements of subrogation payments and recoveries, until all claims are closed. This would also include an annual review of open reserved claims for Workers Compensation under the self-insured retention annual aggregate deductible program with the prior carrier from 7/1/2010 through 6/30/2012, including assistance with internal reserving practices to account for those open reserved claims.
- Public Risk Insurors will provide a supply of vehicle insurance cards for all city-owned vehicles.
- Public Risk Insurors will assist in any contract review for insurance requirements and provisions and suggestions as requested by the City of Franklin as well as review all certificate of insurance for adequate coverage to meet contract requirements as requested by the City of Franklin.
- Public Risk Insurors will provide a detailed by department premium breakdown for the City of Franklin's use in budgeting by department.
- Public Risk Insurors will assemble and create all Workers Compensation audit documentation with appropriate allowable payroll deductions as well as create the Auto audit information and the Contractors Equipment audit information.
- Public Risk Insurors will maintain Excel spreadsheets of all asset changes during the policy period as provided by the City of Franklin.

- Public Risk Insurors will monitor and provide explanations of the Loss Fund Deposits for the Workers Compensation program for Risk Management and Finance Departments.
- Public Risk Insurors will attend any meetings, including regularly scheduled BOMA meetings, as requested by the City of Franklin.
- Public Risk Insurors will review copies of all BOMA meeting minutes in order to synchronize insurance coverage to city operations, activities, and exposures.
- Public Risk Insurors will assist in loss analysis and trend evaluation as requested by the City of Franklin.
- Public Risk Insurors will assist in formal risk assessments of departments and services as requested by the City of Franklin.
- Public Risk Insurors will assist in risk control training as requested by the City of Franklin.
- Public Risk Insurors will participate in safety committee meetings as requested by the City of Franklin.
- Public Risk Insurors will facilitate the processing of Certificates of Insurance as requested and required of the City of Franklin by others as well as maintain a central repository of copies of all of those Certificates of Insurance. Additionally, Public Risk Insurors will maintain a central repository of copies of all Certificates of Insurance given to the City of Franklin by others if provided to Public Risk Insurors.
- Public Risk Insurors will facilitate resources to assist placement of Special Events coverage as needed on behalf of the City of Franklin. Additionally, Public Risk Insurors will facilitate resources for the purchase of Tenants and Users Liability Insurance Policies (TULIP) which provide short term liability coverage for tenants of facilities or venues for events with Certificates of Insurance for the City of Franklin.
- Public Risk Insurors will facilitate and participate in quarterly claim reviews with Travelers Insurance Companies and the City of Franklin.

Overview of Insurance Portfolio Proposal Options

Here is an overview of the options that are included in this proposal.

Under the Travelers Insurance Renewal Proposal (Option 1) Tab:

This is basically a continuation of all of the coverage and limits and deductibles that are currently in place for the City of Franklin completely through Travelers Insurance Companies. **The annual premium is \$1,450,851 (including the WC administration fee and the WC premium above the attachment point and excluding the Fiduciary Liability coverage through Travelers and the Media Liability coverage through Philadelphia).**

We are unable to obtain renewal premiums for the Fiduciary Liability coverage through Travelers and the Media Liability coverage through Philadelphia until we are within a 90 day window from the renewal date or 4/1/2015 which is after the deadline for the proposal bid or 3/5/2015. We can obtain those after 4/1/2015 and we would anticipate that the premiums will be close to expiring, depending on exposure information, \$14,500 for the Fiduciary Liability and \$2,155 for the Media Liability.

The Workers Compensation deductible program would continue as it now operates and a **Loss Fund Deposit of \$412,020 would be required to be sent to Travelers for the 2015-2016 policy period.**

Should the City of Franklin choose to reduce the Uninsured Motorists limit to the state required minimum of \$60,000 instead of the current limit of \$1,000,000, there would be a **premium savings of \$30,811.** That would make the **entire package noted above \$1,420,040 for the 2015-2016 policy period.**

Any changes in exposures (vehicle and equipment and building and contents) that have taken place since the bid release date of 12/5/2014 would need to be made to the proposal contained herein prior to the issuance of the policies and an adjustment made to the premiums in order to reflect current exposures. We have maintained a log of all changes made by the City of Franklin since 12/5/2014.

We have received premium indications from Excess Flood and Earthquake markets for \$15,000,000 limits excess of the \$5,000,000 limits included in the Travelers proposal. However, we are unable to obtain firm pricing and proposals until we are within a 90 day window from the effective date or 4/1/2015 which is after the deadline for the proposal bid or 3/5/2015. We can obtain those after 4/1/2015. The Excess Flood and Earthquake markets have indicated an approximate estimate of \$150,000 annual premium but this is not a commitment or binding.

The Workers Compensation, Auto Liability and Physical Damage, and Contractors Equipment will continue to be audited annually.

There is an additional Cyber Liability coverage option included within the last few pages of the Alternative Renewal Proposals (Option2) section from Allied World Assurance Company. Please see the proposal. There are a variety of limits and coverages that are available with a maximum premium of \$3,623 plus \$75 fee and 5% Surplus Lines tax. Encryption is not an issue and this might be a way to supplement the Travelers Cyber coverage with some additional limits of protection. We are still awaiting several other quotations for additional Cyber Liability coverage, but we are unable to obtain firm pricing and proposals until we are within a 90 day window from the effective date or 4/1/2015 which is after the deadline for the proposal bid or 3/5/2015.

There is an additional quotation from Travelers for your review included within the last few pages of the Travelers Insurance Renewal Proposal (Option 1) section. It is a fully insured guaranteed cost option for Workers Compensation. There is no deductible or retention involved at all. We wanted to provide this option in light of the excellent NCCI experience modification factor of .70. The annual premium would be \$835,044 with no other additional expense or fee or deductible or retention.

Under the Alternative Renewal Proposals (Option 2) Tab:

We have provided some alternatives to the Travelers complete solution for your review.

There is a package proposal from OneBeacon Government Risks which is similar to the Travelers package proposal. The **annual premium is \$932,609**. Please see the proposal for limits and deductibles. Should the City of Franklin choose to reduce the Uninsured Motorists limit to the state required minimum of \$60,000 instead of the current limit of \$1,000,000, there would be a **premium savings of \$50,114**. That would make the **entire package noted here \$882,495 for the 2015-2016 policy period**.

To this the **independent Travelers Inland Marine proposal would need to be added for \$86,547**.

The solution for the Workers Compensation exposure would be a self-insured retention with excess Workers Compensation purchased above the retention. Both Midwest Employers Casualty and Safety National have offered proposals. They have offered several retention options so please see the proposals. For comparison purposes with a \$500,000 specific retention and a \$1,000,000 aggregate retention, the **Midwest Employers Casualty excess premium would be \$129,221 with a \$1,853,106 Loss Fund Deposit**. With a \$500,000 specific retention and a \$1,000,000 aggregate

retention, the **Safety National excess premium would be \$145,415 with a \$1,599,561 Loss Fund Deposit.** The City of Franklin would need to post a bond with the State of Tennessee that generally costs about \$10,000. And a Third Party Administrator would need to be hired to handle the claims. I have a proposal included in this section from **USIS who is an excellent TPA with great results.** Please see the proposal for the fees.

As an alternative, we have a Guaranteed Cost **\$2,500 per occurrence deductible option for Workers Compensation from BITCO for an annual premium of \$786,412.**

City of Franklin

Franklin, Tennessee has a unique blend of history and new growth. Founded in 1799 and named after Benjamin Franklin. One of the bloodiest wars in the Civil War took place here, bringing thousands of historic tourists each year to visit the site of the Battle of Franklin, Carrion Plantation, the Carter House and many other historic locations throughout the City.



Images and text taken from google images

Our Accomplishments

Current carrier since 2012 for City of Franklin with dedicated team of Public Sector Claim Professionals, recognizing governmental entity claims are unique and therefore require unique resolution strategies.

At Travelers, we understand Public Sector and have consistently invested in Claim, Technology, Education, and Risk Management capabilities to produce industry leading results. Travelers is the largest writer of Public Sector insurance.

Travelers experts throughout the company, such as special investigators, auto and property local appraisers, recovery specialists, loss prevention managers and legal professionals, to produce superior claim results.

Our centralized subrogation center aggressively pursues recovery, netting 55% more deductible recoveries than the industry average

Our high severity claim professionals average 25 years of claim handling experience

TRAVELERS

HISTORIC
FRANKLIN
TENNESSEE



Service Advantages

- Travelers is an innovative provider of cost-effective risk control services. Our knowledgeable Public Sector risk control consultants work exclusively with public entity clients to help you prevent and control business losses.
- We maintain a highly professional, technically proficient staff to meet your risk control needs. The following value-added services are available.
- Risk Control Website provides you with a wealth of risk control information and resources. It includes our Risk Control Customer Portal which is a secure portion of our site designated exclusively for our policy holders (www.riskcontrol.com)

Industry Advantage

Our Risk Control and Claim professionals have both extensive training and experience that will continue to partner with you to shape your specific risk approach.

IT'S BETTER UNDER THE UMBRELLA

City of Franklin

Our Results & Tomorrow's Relationship

Travelers Advantages

- Travelers Risk Control can identify unsafe work practices and can provide leadership training for managers and supervisors for implementation throughout the organization.
- Subrogation Specialists for all lines of business
- Travelers Catastrophe Resources – our team of dedicated experts get you back in business – fast!
- Dedicated Public Sector Claim Professionals who understand exposures unique to governmental entities, have knowledge of local venue and make decisions on claims based on legal, medical and economic conditions.

Scoreboard

100%

Claims handled by Public Sector Claim Professionals

98% 80%

80%

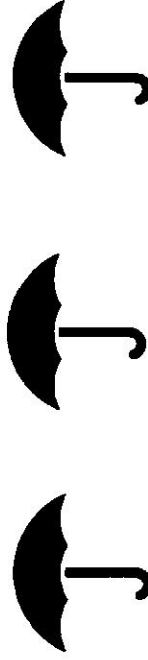
\$238K

Customers involved satisfied
Travelers helped improve their financial results

Auto-percent of calls to voice customer contact the same
Travelers day a claim is reported.

Travelers SUI (Special Investigators) with law enforcement background

Medical Bill Net Savings: \$0.48 net payout per dollar billed.



Travelers' approach to is to leverage our industry experience and sophisticated risk management capabilities to target the specific safety, risk management, and claim goals of our customers. We learn your business so we can best apply our expertise.

Going Forward

- Travelers will continue to help you with your claim and risk control needs and be there as a business partner.
- We will continue to work with the City of Franklin to identify your needs. Resources are available (i.e. Risk Control website, webinars, Claim Academies, Training, etc.) to assist in improving your results.
- Mike Eady will be your designated Public Sector Risk Control representative.
- Your Travelers designated Public Sector Claim Account Executive, Vicky Egli, will continue to work closely with you, acting as liaison on your behalf with regard to any claim concern that may arise.

PUBLIC RISK INSURORS



Public Risk Insurers and Travelers have significant experience in the public entity industry. Together we are committed to leveraging our expertise and risk management capabilities to protect and continue to service the City of Franklin

Travelers Advantages

Our Results & Tomorrow's Relationship

Travelers Advantages

- Very specific enhanced SAC instructions
- Dedicated Claim Teams for all lines of business
- Travelers has a vendor to calculate AWW
- Travelers automatically files the first report of injury.
- Staff Counsel training on TN WC Reform June 2014
- CAE Vicky Egli
- RC- Mike Eady
- RMIS- Alice Shea
- Bi Annual Claim Reviews- Stewardship Meetings
- 8 attorney firms added to SAC per the request of the City
- Very quick response to any question or issue
- Webinar, Claim Academy invitations
- Pharmacy vendor- Healthsystems – detailed reports on pharmacy savings
- Medical Bill Mgt report- detailed report on network savings
- SMART team to further reduce large medical bills
- Travelers Medical Advantage
- MYWCINFO.com
- Subrogation Specialists
- TIS
- Medical and Pharmacy directors available to our claim professionals
- TravComp Model proven savings
- Legal Savings on auto, GL and Prof.
- Dedicated Public Sector claim professionals for auto, GL and Prof. Liab.

Going Forward

- Very specific enhanced SAC instructions
- Dedicated Claim Teams for all lines of business
- Travelers vendor to calculate AWW
- Travelers automatically files the first report of injury.
- Claim Account Executive Vicky Egli
- Risk Control- Mike Eady
- Bi Annual Claim Reviews- Stewardship Meetings
- Webinar, Claim Academy invitations
- Pharmacy vendor- Healthsystems – detailed reports on pharmacy savings
- Medical Bill Mgt report- detailed report on network savings
- SMART team to further reduce large medical bills
- Travelers Medical Advantage
- MYWCINFO.com
- Subrogation Specialists
- TIS

Travelers' approach to is to leverage our industry experience and sophisticated risk management capabilities to target the specific safety, risk management, and claim goals of our customers. We learn your business so we can best apply our expertise.

City of Franklin

Key Risk Control Services

Date of Service	Consultant(s)	Description
August 26-27, 2014	Mike Eady	Consultant conducted two days of Post Injury Management (Corridor of Care) and general workers' compensation training that focused on containing or controlling costs associated with employee injuries. This was the Phase 2 (2 of 4 sessions). Attendees included department heads and supervisory level staff.
July 27-28, 2014	Mike Eady	Consultant conducted two days of Post Injury Management (Corridor of Care) and general workers' compensation training that focused on containing or controlling costs associated with employee injuries. This was the Phase 1 (2 of 4 sessions). Attendees included department heads and supervisory level staff.
June 25-26, 2014	Terry McCormick Mike Eady	Consultant conducted 4 sessions (2 days) on Work Zone Traffic Control for department heads and supervisory level staff. The sessions focused on street inspection and maintenance criteria, job site traffic control protocols, MUTCD signage requirements and employee safety issues.
May 22, 2014	Mike Eady	Risk Management consultation visit to meet with new Risk Management staff and plan training sessions for the summer months of 2014
March 16, 2014	Mary Ellen Aussenbaugh	Workers' compensation consultation with Franklin Risk Management staff.
December 28, 2013	Mary Ellen Aussenbaugh	Workers' Compensation presentation to department heads on Corridor of Care, coordination of services, etc. Attendees include Shirley Harmon, Sara Sylvis, Tim Napier and others.
September 17, 2013	Mike Eady	Meeting with new Risk Management Staff (Tim and Amber) to review Travelers Risk Control Website, WUMBUS and other resources available to Franklin Risk Management staff.
August 7-8, 2013	Oscar Goedecke Mike Eady	Consultants conducted 2 days of Supervisory Leadership Training that focused on Workers' Compensation and Automobile Liability coverages. We provided training to 60+ City of Franklin supervisors and department heads. Refer to December 4 th 2012 entry for details on topics covered.
April 30, 2013	Mary Ellen Aussenbaugh	Workers' Compensation consultation (follow-up from 4/16/2013 meeting.
April 16, 2013	Mary Ellen Aussenbaugh	Workers' Compensation consultation

February 4 2013	Mary Ellen Ausenbaugh	Initial meeting between Travelers Workers' Compensation Specialist and Franklin Risk Management staff.
January 24-25, 2013	Mike Eady	Consultant conducted two days of Law Enforcement Civil Liability training for supervisory level staff (Sergeants) and Command Staff that focused on: (1) Reducing the probability or likelihood on an incident that results in a claim/lawsuit and (2) Better positioning the City of Franklin and Travelers to provide an effective defense.
December 4, 2012	Oscar Goedecke Mike Eady	Consultants conducted 2 days of Supervisory Leadership Training that focused of Workers' Compensation and Automobile Liability coverages. We provided training to 52 City of Franklin supervisors and department heads. The sessions focused on the following: Safety Leadership – Facilitate a positive, proactive safety culture Hazard Control – Apply a disciplined approach to safety and problem solving Safety Communications – Use communication styles that fit the work situation Safety Coaching – Use effective coaching skills that motivate employees to work safely



City of Franklin

Risk Control Stewardship 2012 to 2015

Supervisory Leadership Training December 4, 2012 and August 7-8, 2014

Mike Eady and Oscar Goedecke conducted 2 days of leadership training that focused on Workers' Compensation and Automobile Liability coverage's. The sessions focused on Safety Leadership, Hazard Control, Safety Communications and Safety Coaching. We provided training to over 100 City of Franklin supervisors and department heads.

Law Enforcement Civil Liability January 24-25, 2013

Mike Eady conducted two days of Law Enforcement Civil Liability training for supervisory level staff (Sergeants) and Command Staff that focused on: (1) Reducing the probability or likelihood on an incident that results in a claim/lawsuit and (2) Better positioning the City of Franklin and Travelers to provide an effective defense.

Workers Compensation Reviews

February 4, 2013

April 15, 2013

April 30, 2013

December 28, 2013

March 16, 2014

Mary Ellen Ausenbaugh conducted various consultations with Franklin staff regarding Workers Compensation training and initiatives to improve outcomes. Training included Workers' Compensation presentation to department heads on Corridor of Care, coordination of services, etc. as well as many other risk analysis functions.

Work Zone Traffic Control- June 25-26, 2014

Mike Eady and Terry McCormick conducted 4 sessions (2 days) on Work Zone Traffic Control for department heads and supervisory level staff. The sessions focused on street inspection and maintenance criteria, job site traffic control protocols, MUTCD signage requirements and employee safety issues.

**Post injury Management –
July 27-28, 2014
August 26-27, 2014**

Mike Eady conducted two days of Post injury Management (Corridor of Care) and general workers' compensation training that focused on containing or controlling costs associated with employee injuries. This was the Phase 1 and 2 (2 of 4 sessions). Attendees included department heads and supervisory level staff.

It has been our privilege to be your service provider!

City of Franklin

Public Risk
Insurors

Travelers



TRAVELERS

SPECIALTY ACCOUNTS- Public Sector
--

City of Franklin, TN

SAC #8627P9159

Inception Date of these Guidelines: **12-7-14**

Deleted City contact- Amber Armistead

Term of these Guidelines: **These guidelines will apply to the current policy period and any future renewals unless otherwise stated in the SAC instructions.**

These SAC guidelines supersede any previously issued guidelines and apply to all claims which are open as of, or are opened or reopened on or after, the inception date set forth above.

Travelers SAC guidelines are designed to facilitate communications between the parties concerning specific claims handling services. A failure to meet these guidelines on an individual claim basis will not be considered a failure to comply with the guidelines.

These are the service guidelines which were negotiated by both parties as part of the customer's insurance for the term set forth above. Any services or guidelines which the customer may request that are in addition to the services or guidelines set forth herein may be subject to an additional charge to which the parties must agree in order for any such additional services or guidelines to be made a part of these guidelines.

If your office receives a request for services not outlined in these instructions, contact the Claim Account Executive.

Customized Instructions:

This is a new and very large account for Public Sector effective 7-1-12. This account was previously with the city pool so we want to be sure their transition to Travelers Claim is seamless.

DEFENSE COUNSEL ASSIGNMENT:

Worker's Compensation- Travelers Staff Counsel

For all other lines of business:

Please contact city attorney, Shauna Billingsley and risk manager, Sara Sylvis (back up contact Shirley Harmon) to discuss selection of defense counsel. Should the suit be an EPL or PEML matter please include Shirley Harmon as well.

The selection of counsel will be a joint decision by city personnel and Travelers claim personnel.

Staff counsel will not be utilized on any liability lines. Counsel will be chosen from the Panel Attorney List or the list of attorneys provided by the City outlined below.

Dodson, Parker, Behm and Capparella PC Contact Margaret Behm 615-726-2241
www.dodsonparker.com

This firm is currently on our Panel List. However, they are approved for large property subrogation cases. Margaret Behm should be contacted for Public Entity cases.

Baker Donelson/Bearman, Caldwell and Berkowitz, PC Contact Kim Vance 615-726-5600
www.bakerdonelson.com/nashville-united-states-of-america/

DHPM, PC Contact Bryan Pieper 615-425-7111
www.dsattorneys.com

Hubbard, Berry and Harris PLLC Contact Doug Berry 615-251-5444
www.hubbardberry.com

Wiseman and Ashworth, PLC Contact Gail Ashworth 615-254-1877
www.wisemanashworth.com

Bass, Berry and Sims Contact Karen Neal 615-742-6200
www.bassberry.com

Bradley, Arrant, Boulton and Cummings, LLP Contact Andy Elbon 615-244-2582
www.babc.com

Morgan and Akins Contact B. Duane Willis 615-829-5995
dwillis@morganakins.com

Manier and Herod Contact- John Barringer- This is primarily a WC firm and we have already agreed that staff counsel will handle all WC litigation.

Should you be unable to reach a consensus please contact CAE, Candy Sobataka.

Auto Liability-

General Liability-

Law Enforcement-

Public Officials (PEML)-

Employment Practices Liability-

Sara Sylvis is the 1st point of contact for ALL WORKER'S COMPENSATION, GENERAL LIABILITY AND 1st PARTY PROPERTY claims. Tim Napier is the 2nd point of contact.

Sara Sylvis is the 1st point of contact for ALL LAW ENFORCEMENT, AUTO LIABILITY and CYBER LIABILITY claims. Shirley Harmon is the 2nd point of contact and Tim Napier is the 3rd point of contact.

Shirley Harmon, Shauna Billingsley are the 1st point of contacts for ALL PUBLIC OFFICIALS (PEML) AND EMPLOYMENT PRACTICES LIABILITY

(EPL)claims. Please keep Ms. Harmon and Ms. Billingsley in the loop throughout the life of these claims.

For EPL claims also ADD CHRIS CLAUSI as a point of contact and keep him in the loop throughout the life of these claims.

If the injured worker's Social Security number is not available when the WC claim is filed please use the following format:

888- mm-dyr mm- dyr can either be the date of injury or the date of birth.

Example- if date of injury is 8-1-12

888-08-0112

Sara and her team do an excellent job of communicating with injured employees throughout their recovery. Her information and insights will be very valuable to our WC Team.

Sara prefers to be contacted on her cell number- 615-478-8838.

I explained that our protocols require each adjuster to ask how the insured would like to be contacted (email or telephone call) and how often they would like to be updated on the claims. They will want to know about any important milestones immediately. This insured has access to Claim File Notes.

1st Party Claim Payments: Mail all first party claim payments (collision, comprehensive and total loss payments) to the ATTENTION of Sara Sylvis, City of Franklin, 109 Third Ave. South, Franklin, TN 37064.

Sara will need to be in the communication loop throughout the life of ALL claims. The account carries various deductibles for the lines of business so it is extremely important that Sara's communication protocols are followed. Please advise Sara of your evaluations and settlement range for all lines of business (this does not include auto property damage)

Shauna Billingsley, City Attorney, will need to be in the communication loop throughout the life of ALL LITIGATED claims for all lines of business (EXCEPT FOR WC or auto property damage)

Employment Practices Liability Claims:

Shauna Billingsley, City Attorney, will report all EEOC Charge Claims to Travelers per our insurance contract requirements. Shauna will draft and file the position statement on the EEOC Charge. Shirley Harmon and Chris Clausi will be copied on all EEOC Charge documents filed.

If a civil suit is filed under the EPL coverage Shauna Billingsley and Shirley Harmon and Chris Clausi are to be copied on all legal documents by defense counsel.

Ms. Harmon and Ms Billingsley will a need to be in the communication loop throughout the life of any PEML and EPL claim.

For EPL claims keep Chris Clausi in the loop throughout the life of the claim.

WC Payments:

TP and TT Payments: The City will pay their employees for the 7 day waiting period (when applicable). The check for the first 7 days (if the employee is out more than 7 days) will be made payable to the City of Franklin only and mailed to the city to the ATTN: of Sara Sylvis, City of Franklin, 109 Third Ave. South, Franklin, TN 37064. The check for the 8-14 period (as applicable) would be made payable to the employee and mailed to the employee as well as any subsequent indemnity payments.

TTD benefits are due for lost time following the seventh day after the injury if authorized physician has taken employee off work. If less than 14 days has passed before employee's return to work, TTD benefits are paid only from the

eighth day forward. If 14 or more days has passed, TTD benefits must be paid from the first date of disability

In Tennessee weekends are counted. For example if the Injured Worker is taken off work on 8/29 and goes back to work 9/6, we would count 8/29 – 9/6 = 8 days or 1 day to be paid over 7 day wait period.

Temporary Partial Benefits – If the employee returns to work in a partially disabled condition and earns less than prior to the injury, the employee is entitled to 66 2/3 of the difference between the employee's pre-injury AWW and post-injury wages.

Post Accident Drug Testing: Travelers will pay this cost on the WC claims.

Property: VIP

\$500,000 Limit \$100,000 Deductible applies to property located in a Flood Zone A that NFIP will not recognize as structures. This limit is not shown on the policy but the intent is to provide this limited coverage. If any questions please contact Underwriter.- Account Executive- Eric Beaver.

Account carries an Inland Marine Policy.

Dedicated Adjusting Teams:

Auto Physical Damage: (1st and 3rd party auto damage)

Melissa Mitchell - Unit Manager- Reading, PA Hub

610-371-3806 mmitche6@travelers.com

**Melissa Gallagher –Primary auto claim professional- Reading, PA
610-736-2428 mmgallag@travelers.com**

Back up- Kelly Steffy 610-371-3826 kgensing@travelers.com

The dedicated auto team has copies of the detailed auto physical damage coverage for this account.

ATTN: Total loss claim professionals: please request the above information from one of the claim professionals or UM listed above when you receive a 1st party total loss claim for this insured.

Auto, General Liability and Professional Liability:

Matt Skiff- Unit Manager- Ready, PA Hub

610-371-3961 mskiff@travelers.com

Jeremy Baer – Technical Specialist – Reading, PA Hub

610-736-2409 jbaer@travelers.com

Michael Cogan- Technical Specialist – Reading, PA Hub

610-736-2475 mcogan@travelers.com

Hope Dobrosky- Sr. Technical Specialist- Reading, PA Hub

610-371-3786 hdobrosk@travelers.com

Mathew James – Sr. Tech Specialist- Reading, PA Hub

610-736-2477 mhjames@travelers.com

Darrin Henry- Major Case Specialist- Reading, PA Hub

610-371-3791 dhenry@travelers.com

WC Dedicated Team:

Unit Manager (UM) - Ensures that all resources are effectively utilized, integrated and focused on achieving the best possible payout outcome.

- **UM: Brad Gaines 615-660-6288**
bgaines@travelers.com

Investigative Claim Case Manager (ICU) – Investigates and resolves all compensability and policy coverage issues, manages to conclusion all claims in which coverage or compensability has been denied

- **ICU: Tiffany Elkins 615-660-6428**
telkins@travelers.com

Return-to-Work Claim Case Manager (RTW) – Return to Work and Resolution focused, accountable for all Lost Time claims

- **RTW: Michael Duggar 615-660-6273**
mduggar@travelers.com

Medical Case Manager (MCM)- Provides Medical Case Management, Return to Work and Utilization Review services - primarily telephonic in nature with field based case management as needed.

- **MCM: Denise Brown 615-660-6243**
Dlbrown2@travelers.com

Critical Claims Case Manager (CCU)- Manages potentially high exposure claims involving complex issues, i.e. Catastrophic and/or Large Loss/Long Term claims

• CCU: LeAnn Bruce 615-660-6244
kbruce@travelers.com

• **MEDICAL ONLY CONTACTS:**

Vickie White 615-660-6433 vlwhite@travelers.com

Jamie Hunter-White 615-660-6370 jhunterw@travelers.com

Coverages Provided:

1. Workers' Compensation Links <u>Unique Service Initiatives</u> <u>Contact and Investigation</u> <u>Litigation</u> <u>Payments</u> <u>Reserves</u> <u>Resolution /Settlement</u>	2. Automobile B.I., P.D., Comprehensive & Collision Links <u>Unique Service Initiatives</u> <u>Contact and Investigation</u> <u>Coverage</u> <u>Litigation</u> <u>Payments</u> <u>Reserves</u>
3. General Liability, including Products Links <u>Unique Service Initiatives</u> <u>Contact and Investigation</u> <u>Coverage</u> <u>Litigation</u> <u>Reserves</u>	<u>(4) Property- customized instructions.</u>

TRAVELERS SERVICE TEAM*

Claim Account Executive:

Candice Sobataka
Savannah, GA
(912) 898-8460 Phone
(888) 236-3927 Fax
CSOBATAK@TRAVELERS.COM

Account Executive:

Janice Smith
Alpharetta, GA
678-317-7078
JWSMITH3@TRAVELERS.COM

Territory Manager:

Dan Stimax
Charlotte, NC
(443) 528-6237 Phone
DSTIMAX@TRAVELERS.COM

Risk Control:

Mike Eady
Brandon, MS
(601) 919-0761 Phone
MEADY1@TRAVELERS.COM

Risk Mgt Information Systems – RMIS

Alice Shea
Hartford, CT
860-277-1139
ashea@travelers.com

CUSTOMER/BROKER CONTACTS

Eric Stuckey- City Administrator
City of Franklin, TN
109 Third Ave. South
Franklin, TN 37064
615-550-6605 Office
615-708-9385- Cell
Eric.Stuckey@franklintn.gov

Sara Sylvis- Risk Manager
City of Franklin, TN
109 Third Ave. South
Franklin, TN 37064
615-791-3277- Office
615-550-6979-Direct
**615-478-8838- Cell – Preferred
contact number**
Sara.sylvis@franklintn.gov

Tim Napier- Safety Coordinator
City of Franklin, TN
109 Third Ave., South
Franklin, TN 37064
615-791-3277 Office
615-550-6721 Direct
615-861-0421- Cell
Tim.Napier@franklintn.gov

Laura Jungmichel- Agent
Public Risk Insurors
205 Powell Place
Brentwood, TN 37027
615-369-0646- Office
615-243-5667 - Cell
laura@publicriskinsurors.com

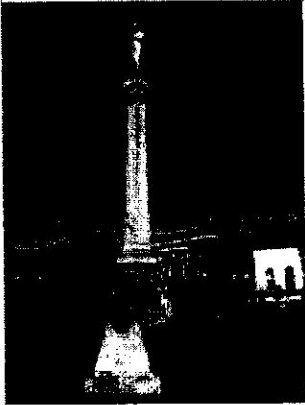
Shirley Harmon- HR Director
City of Franklin, TN
109 Third Ave. South
Franklin, TN 37064
615-791-3216 Office
615-550-6720- Direct
615-418-8731- Cell
Shirley.harmon@franklintn.gov

Chris Clausi-Employee Relations Mgr.
City of Franklin, TN
109 Third Ave., South
Franklin, TN 37064
615-791-3277 -Office
615-550-6827- Direct
615-708-6706 – Cell
CClausi@franklintn.gov

Shauna Billingsley- City Attorney
City of Franklin, TN
109 Third Ave. South
Franklin, TN 37064
615-550-6603- Office
615-550-6652- Direct
615-339-6493- Cell
Shauna.billingsley@franklintn.gov

Russ Truell- Asst. City Admin. &
Finance Dir.- City of Franklin, TN
109 Third Ave. South- Ste 111
Franklin, TN 37064
615-791-1457- Office
615-478-3905- Cell
Russ.truell@franklintn.gov

Each party must advise the other promptly in writing of any change to the above contacts so that claim information is sent timely and accurately. Without notification of change, claim information will be deemed to have been given pursuant to these guidelines.



ABOUT FRANKLIN

Welcome to Franklin, Tennessee Where Progress and History Give You a Unique Sense of Place!

Franklin, Tennessee has a unique blend of history and new growth. Founded in 1799 and named after Benjamin Franklin. One of the bloodiest wars in the Civil War took place here, bringing thousands of historic tourists each year to visit the site of the Battle of Franklin, Carnton Plantation, the Carter House

and many other historic locations throughout the City. In 2009, The National Trust for Historic Preservation awarded Franklin the prestigious title of Distinctive Destination for offering an authentic visitor experience by combining dynamic downtowns, cultural diversity, attractive architecture and a strong commitment to historic preservation. In the same year the American Planning Association named the downtown Franklin area a Top Ten Great Neighborhood for the Downtown Franklin's outstanding historic character and architecture and meaningful protection measures the City has adopted to ensure Franklin's unique sense of place is not compromised by future growth and development.

WORKERS' COMPENSATION GUIDELINES

Unique Service Initiatives

Customer File Reviews –Semi- Annually on Files >\$25,000 (this number is flexible)- We will host two claim file reviews for this customer during the current policy/contract period. The review will take place telephonically and will include an agreed upon selection of open claims with incurred values greater than \$25,000. The CAE or customer will provide a 30-day written notice with a list of claims for review. The CAE will provide file review instructions.

TravComp Team Changes - When there is a change in claim handler or unit manager notify Sara Sylvis by Email.

Contact and Investigation

Claim Acknowledgments (CB,CM) - When a workers compensation claim is reported, the system will automatically Email an acknowledgment letter to **Sara Sylvis, Tim Napier, Shirley Harmon and Laura Jungmichel** for all CM and CB claims.

NOTE: CB CLAIMS ARE LOST TIME CLAIMS AND CM CLAIMS ARE MEDICAL ONLY CLAIMS.

Controverted Claims – **Sara Sylvis, Tim Napier, Shirley Harmon and Laura Jungmichel** should be notified by Email prior to controverting a workers compensation claim.

Catastrophic/Fatality Notification - **Sara Sylvis, Tim Napier, Shirley Harmon and Laura Jungmichel** should be notified by Email of all catastrophic or fatality claims.

Wage Information - Direct all requests for payroll and wage information to **Sara Sylvis by Email.**

Surveillance – Preapproval Requested – **Sara Sylvis** should be notified by Email for approval prior to a surveillance assignment.

Litigation

Notice of Mediation or Hearing - **Sara Sylvis, Shirley Harmon, Shauna Billingsley and Laura Jungmichel** should be notified by Email in advance, of any case scheduled for hearing or trial so that they can attend if they deem it necessary.

Litigation Acknowledgment - **Sara Sylvis, Shirley Harmon, Shauna Billingsley and Laura Jungmichel** should be notified by Email when a defense attorney is retained. Include the name, address and telephone number of the defense counsel or hearing representative assigned.

Managed Care

Alternative Duty/Return To Work - This customer has an extensive return to work/alternative duty program. Return to work efforts should be coordinated with **Sara Sylvis**.

Payments

Large Indemnity Payment - **Sara Sylvis, Shirley Harmon and Laura Jungmichel** should be notified by **ALERT** when a large indemnity payment of **\$10,000** or greater is issued.

TP and TT Payments: The City will pay their employees for the 7 day waiting period (when applicable). The check for the first 7 days (if the employee is out more than 7 days) will be **made payable to the City of Franklin only and mailed to the city to the ATTN: of Sara Sylvis, City of Franklin, 109 Third Ave. South, Franklin, TN 37064.** The check for the 8-14 period (as applicable) would be made payable to the employee and **mailed to the employee** as well as any subsequent indemnity payments.

Reserves

Reserve Advisory - Initial Incurreds - **Sara Sylvis, Shirley Harmon, Russ Truell and Laura Jungmichel** should be notified by **ALERT** when total initial incurreds exceed \$25,000.

Reserve Advisory - Incurreds Change - **Sara Sylvis, Shirley Harmon, Russ Truell and Laura Jungmichel** should be notified by **ALERT** when total incurreds increase by \$25,000 or more.

Resolution/Settlement

Closing Notices (CB,CM) - When a workers compensation claim is closed, the system will automatically **Email** a closing notice to **Sara Sylvis, Tim Napier, Shirley Harmon and Laura Jungmichel** for all CM and CB claims.

Pre-Settlement Review - Prior to settling a claim, a detailed case analysis on each proposed settlement of **\$1.00** or more should be prepared and sent to **Eric Stuckey, Sara Sylvis, Shirley Harmon, Russ Truell and Laura Jungmichel** by **Email**. If you can not reach consensus with the customer, contact the CAE for direction.

AUTOMOBILE GUIDELINES

Unique Service Initiatives

Customer File Reviews – Semi-Annually on Files >\$25,000-(this number is flexible) We will host one claim file review for this customer during the current policy/contract period. The review will take place telephonically and will include an agreed upon selection of open claims with incurred values greater than \$25,000. The CAE or customer will provide a 30-day written notice with a list of claims for review. The CAE will provide file review instructions.

Contact and Investigation

Claim Acknowledgments - When an automobile claim is reported, the system will automatically Email an acknowledgment letter to Shirley Harmon, Sara Sylvis, Tim Napier and Laura Jungmichel.

The dedicated auto team of Melissa Mitchell (UM), Melissa Gallagher and Kelly Steffy have copies of the detailed auto physical damage coverage for this account.

ATTN: Total loss claim professionals: please request the above information from one of the Account Executive, claim professionals or UM listed above when you receive a 1st party total loss claim for this insured.

Payments

1st Party Claim Payments: Mail all first party claim payments (collision, comprehensive and total loss payments) to the ATTENTION of Sara Sylvis, City of Franklin, 109 3rd Ave., South, Franklin, TN 37064.

Litigation

Please contact city attorney, Shauna Billingsley and risk manager, Sara Sylvis (back up contact Shirley Harmon) to discuss selection of defense counsel. Should the suit be an EPL or PEMPL matter please include Shirley Harmon as well.

The selection of counsel will be a joint decision by city personnel and Travelers claim personnel.

Staff counsel will not be utilized on any liability lines. Counsel will be chosen from the Panel Attorney List or the list of attorneys provided by the city found on pages 2 and 3 of these SAC instructions.

Should you be unable to reach a consensus please contact CAE, Candy Sobataka.

Suit Acknowledgement – All suit papers should be acknowledged to **Sara Sylvis, Shirley Harmon, Shauna Billingsley and Laura Jungmichel** by **Email** confirming name, address and telephone number of defense firm assigned.

Correspondence - Advise defense counsel that it should provide copies of all legal correspondence including deposition summaries, case evaluations, and other relevant information to **Shauna Billingsley**.

Notice Of Intercompany Arbitration, Mediation, Hearing or Trial - **Sara Sylvis, Shirley Harmon, Shauna Billingsley and Laura Jungmichel** should be notified by **ALERT in advance**, of any case scheduled for arbitration, mediation, hearing or trial so that they can attend if they deem it necessary.

Reserves

Reserve Advisory - Initial Incurred - **Sara Sylvis, Shirley Harmon, Russ Truell and Laura Jungmichel** should be notified by **ALERT** when total initial incurreds exceed \$25,000.

Reserve Advisory - Incurred Change - **Sara Sylvis, Shirley Harmon, Russ Truell and Laura Jungmichel** should be notified by **ALERT** when total incurreds increase by \$25,000 or more.

Resolution/Settlement

Closing Notices - When an automobile claim is closed the system will automatically **Email** a closing notice to **Shirley Harmon, Sara Sylvis and Laura Jungmichel**.

LIABILITY GUIDELINES

Unique Service Initiatives

Customer File Reviews - Annually on Files >\$25,000 (this number is flexible) We will host one claim file review for this customer during the current policy/contract period. The review will take place telephonically and will include an agreed upon selection of open claims with incurred values greater than \$25,000. The CAE or customer will provide a 30-day written notice with a list of claims for review. The CAE will provide file review instructions.

Contact and Investigation

Claim Acknowledgments (LR, ER) - When a liability claim is reported the system will automatically Email an acknowledgment letter to **Sara Sylvis, Tim Napier and Laura Jungmichel** by Email.

Coverage

Non Covered Cases - Prior Contact Requested - Please contact the CAE prior to issuing either a Reservation of Rights or Coverage Denial letter. All Reservation of Rights or Coverage Denial letters should go to **Sara Sylvis, Shauna Billingsley, Shirley Harmon and Laura Jungmichel**.

Litigation

Please contact city attorney, Shauna Billingsley and risk manager, Sara Sylvis (back up contact Shirley Harmon) to discuss selection of defense counsel. Should the suit be an EPL or PEML matter please include Shirley Harmon as well.

The selection of counsel will be a joint decision by city personnel and Travelers claim personnel.

Staff counsel will not be utilized on any liability lines. Counsel will be chosen from the Panel Attorney List or the list of attorneys provided by the city found on pages 2 and 3 of these SAC instructions.

Should you be unable to reach a consensus please contact CAE, Candy Sobataka.

Suit Acknowledgement - All suit papers should be acknowledged to **Sara Sylvis, Shirley Harmon, Shauna Billingsley and Laura Jungmichel** by **Email** confirming name, address and telephone number of defense firm assigned.

Correspondence - Advise defense counsel to that it should provide copies of all legal correspondence including deposition summaries, case evaluations, and other relevant information to **Shauna Billingsley**.

If a civil suit is filed under the EPL coverage Shauna Billingsley and Shirley Harmon are to be copied on all legal documents by defense counsel.

Ms. Harmon and Ms. Billingsley will need to be in the communication loop throughout the life of any PEML and EPL claim.

For EPL claims keep Chris Clausi in the loop throughout the life of the claim.

Notice Of Mediation, Hearing or Trial - **Sara Sylvis, Shirley Harmon, Shauna Billingsley and Laura Jungmichel** should be notified by **Email** **in advance**, of any case scheduled for mediation, hearing or trial so that they can attend if they deem it necessary.

Reserves

Reserve Advisory - Initial Incurred - **Sara Sylvis, Shirley Harmon, Russ Truell and Laura Jungmichel** should be notified by **ALERT** when total initial incurreds exceed \$25,000.

Reserve Advisory - Incurred Change - **Sara Sylvis, Shirley Harmon, Russ Truell and Laura Jungmichel** should be notified by **ALERT** when total incurreds increase by \$25,000 or more.

Resolution/Settlement

Closing Notices (LR,ER) - When a general liability or product liability claim is closed the system will automatically mail a closing notice to **Shirley Harmon, Sara Sylvis and Laura Jungmichel**.

Property

Property: VIP

\$500,000 Limit \$100,000 Deductible applies to property located in a Flood Zone A that NFIP will not recognize as structures. This limit is not shown on the policy but the intent is to provide this limited coverage. If any questions please contact Underwriter.- Account Executive- Janice White to be sure this information is still accurate at the time of your claim occurrence..

Account carries an Inland Marine policy.

Continuation of Special Account Claim Services

In the event you become insured by another carrier or in the event the claim services, which are the subject of this proposal are provided by another entity other than us, your Special Account Claim Services will be removed.



THE TRAVELERS DIFFERENCE

- Claim Account Executive dedicated to City- Vicki Egli
- Dedicated claim teams – all lines of business
- Dedicated Attorney team- Travelers has added **8** law firms requested by the City of Franklin
- Semi-Annual claim reviews
- Mandatory Medicare Reporting – Completed for you by Travelers
- Travelers automatically files first report of injury
- Travelers calculates Average Weekly Wage
- Travelers Staff Counsel training on Tennessee WC reform- 2014
- Dedicated Pharmacy vendor- Healthsystems
- All medical bills are audited
- Real time file notes access
- 5 year loss ratio prior to Travelers- **117%**, 3 year loss ratio with the Travelers- **29%**

TRAVELERS



Travelers Companies
Public Sector Services
1000 Windward Concourse, Suite 100
Alpharetta, GA 30005
Phone 678-317-7525
Fax 877-806-1787

INSURANCE PROPOSAL

Created for
City of Franklin, TN

Effective Date	Expiration Date
July 1, 2015	July 1, 2016

Presented by
TN Risk Management Partners

Prepared by

Account Executive:
Eric Beaver

Territory Manager:
Dan Stimax

Date Prepared

Travelers Companies
A.M. Best Rating A++ (Superior)

IMPORTANT: Proposed coverages are provided by the company's forms, subject to the terms, conditions and limitations of the policy (ies) in current use by the company. The policies themselves must be read for specific details. No warranty is made or implied regarding compliance with any bid specifications, unless such provisions are a part of the proposal.

<i>Line of Business</i>	<i>Company</i>	<i>Policy Number</i>
Property	Travelers Indemnity Company	3B658064
Crime	Travelers Indemnity Company	3B658064
General Liability, Employee Benefit Plans Liability	Travelers Indemnity Company	14R49193
Professional Liability	Travelers Indemnity Company	14R49193
CyberFirst	Travelers Indemnity Company	14R49212
Automobile, Garagekeepers Liability	Travelers Indemnity Company	9161P147
Umbrella	Travelers Indemnity Company	14R49200

ABOUT TRAVELERS

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. The company reported 2013 revenues of \$26 billion and total assets of \$103.8 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. Travelers is headquartered in St. Paul, Minnesota, with significant operations in Hartford, Connecticut. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 33,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability, are as follows:

A.M.Best	A++	(A++ is the highest of 16)
Standard & Poor's	AA	(AA is the 3rd highest of 21)
Moody's	Aa2	(Aa2 is the 3rd highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments.
- Large public entity property business – including schedules in excess of \$250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

Underwriting

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

Claim Services

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

Risk Control Services

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

RISK CONTROL RESOURCES

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- The Public Sector Risk Control Seminars: The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- Travelers Web Site: As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials, or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses....<http://www.travelers.com/riskcontrol>
- Public Sector Risk Control Answer Line: Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. Ask Risk-Control@Travelers.com.
- Employment Practices Liability Risk Management Resources: Our EPL resources include:
 - 1) Free access to an Internet-based resource site with a wealth of employment practices information including emerging issues in employment law, sample handbook, best practices for policies and procedures, articles, searchable library and much more:
 - 2) 800# Hotline for free general guidance from an attorney who specializes in employment law and can answer questions about workplace concerns.
 - 2) Hundreds of vendor web-based risk management training courses which are available from any computer with internet access, anytime 24/7. Travelers clients simply set up an account with the vendor and receive a 15% discount off retail pricing. Additional volume discounts are applied on purchases of \$1,000 or more.
- CyberFirst: eRisk Hub is a private web based portal containing information and technical resources that can assist in the prevention of network, cyber and privacy events and provide timely support if an incident occurs.
- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.

DELUXE PROPERTY

Coverages And Limits Of Insurance - Described Premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises location for which a value for such coverage or property is shown on the Statement of Values dated below, or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits.

Statement of Values dated:

12/5/2014

Blanket Limitation Clause Percentage

Not Applicable

Blanket Description of Coverage or Property

Limits of Insurance

Building & Your Business Personal Property

\$ 221,729,542

*Included means included in Your Business Personal Property Limit.

Coinurance Provision: Coinurance does not apply to Blanket Coverages shown above.

Exception(s):

Coinurance applies to the following Covered Property for which there is a percentage factor shown below:

Building & Your Business Personal Property

Valuation Provision

Replacement Cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Exception(s):

Building & Your Business Personal Property

Replacement Cost

DELUXE PROPERTY

Specific Limits - Described Premises - Insurance applies only to a premises location and building number and to a coverage or type of property for which a Specific Limit of Insurance is shown on schedule.

Coinsurance Provision: Coinsurance does not apply to any Building, Personal Property or "Stock" coverage for which a Specific Limit of Insurance is shown on schedule.

Valuation Provision

Replacement Cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Exception(s):

Building & Your Business Personal Property

Replacement Cost

Building & Your Business Personal Property

Actual Cash Value

Other:

Replacement Cost Locations: 38, 40, 187, 191

Actual Cash Value Locations: 36, 37, 39, 76, 77, 165, 167, 179, 183

Additional Covered Property

Limits of Insurance

Personal Property at Undescribed Premises:

At any "exhibition" premises

\$ 50,000

At any installation premises or temporary storage premises

Not Covered

At any other not owned, leased or regularly operated premises

\$ 50,000

Sales Representative Property

\$ -

Personal Property in Transit

\$ 50,000

Excluded Modes of Transportation or Shipments (if "Yes"):

No Air Carrier

No Insured's Vehicles

No Railroad

No Common or Contract Carrier

No Watercraft

No

**DELUXE PROPERTY COVERAGE FORM -
ADDITIONAL COVERAGES & COVERAGE EXTENSIONS**

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance	Revised Limits of Insurance
Accounts Receivable: At all described premises	\$ 50,000	\$ 100,000
Accounts Receivable: In transit or at all undescribed premises	\$ 25,000	\$ 100,000
Appurtenant Buildings and Structures	\$ 100,000	
Claim Data Expense	\$ 25,000	
Covered Leasehold Interest - Undamaged Improvements & Betterments. Lesser of Your Business Personal Property Limit or:	\$ 100,000	
Debris Removal (additional amount)	\$ 250,000	
Deferred Payments	\$ 25,000	
Duplicate Electronic Data Processing Data & Media	\$ 50,000	
Electronic Data Processing Data and Media at all described premises	\$ 50,000	
Employee Tools - In any one occurrence	\$25,000	
- Any one item	\$ 2,500	
Expediting Expenses	\$ 25,000	
Extra Expense	\$ 25,000	
Fine Arts - At all described premises	\$50,000	\$ 100,000
- In transit	\$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives - Increased Cost	1%	2%
- Percentage:		
- Maximum Amount Each building	\$ 100,000	
Green Building Reengineering and Recertification Expense	\$ 25,000	
Limited Coverage for Fungus, Wet Rot or Dry Rot Annual Aggregate	\$ 25,000	
Loss of Master Key	\$ 25,000	
Newly Constructed or Acquired Property:	\$ 2,000,000	
- Buildings Each		
- Personal Property at each location	\$ 1,000,000	
Non-Owned Detached Trailers	\$ 25,000	
Ordinance or Law Coverage	\$ 250,000	
Outdoor Property	\$25,000	\$50,000
- Any one tree, shrub or plant	\$ 2,500	\$ 2,500
Outside Signs - At all described premises	\$100,000	
- At all undescribed premises	\$ 5,000	
Personal Effects	\$ 25,000	\$ 50,000
Personal Property At Premises Outside of the Coverage Territory	\$ 50,000	
Personal Property In Transit Outside of the Coverage Territory	\$ 25,000	\$ 50,000
Excluded Modes of Transportation or Shipments (if "Yes"):		
No Air Carrier	No Insured's Vehicles	
No Railroad	No Common or Contract Carrier	
No Watercraft		
Pollution Clean-Up and Removal - Annual Aggregate	\$ 100,000	
Preservation of Property	\$ 250,000	
- Direct loss or damage to moved property	Included*	
Reward Coverage - 25% of covered loss up to a maximum of:	\$ 25,000	
Stored Water	\$ 25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	\$ 50,000	
Valuable Papers and Records - Cost of Research	\$ 50,000	\$ 100,000
- At all described premises		
- In transit or at undescribed premises	\$ 25,000	\$ 100,000
Water or Other Substance Loss - Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

DELUXE PROPERTY COVERAGE FORM - BUSINESS INCOME COVERAGE

Deluxe Business Income Coverage Form (And Extra Expense) - Described Premises

Premises Location No.	Building No.	Limits of Insurance
ALL	ALL	\$ 8,000,000

50% Coinsurance Applies. See Business Income - Coinsurance

Business Income Rental Value:	Included
Business Income Ordinary Payroll:	Included
Maximum Period of Indemnity	Does Not Apply
Monthly Limit of Indemnity	Does Not Apply

Additional Coverages and Coverage Extensions

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	Limits of Insurance, Coverage Period or Coverage Radius	Revised Limits of Insurance, Coverage Period or Coverage Radius
Business Income from Dependent Property		
- At Premises Within the Coverage Territory	\$ 100,000	
- At Premises Outside of the Coverage Territory	\$ 100,000	
Civil Authority		
- Coverage Period	30 days	
- Coverage Radius	100 miles	
Claim Data Expense	\$ 25,000	
Contract Penalties	\$ 25,000	
Extended Business Income - Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot		
- Amended Period of Restoration Coverage Period	30 days	
Green Building Alternatives		
- Increased Period of Restoration Coverage Period	30 days	
Ingress or Egress	\$ 25,000	
- Coverage Radius	1 mile	
Newly Acquired Locations	\$ 500,000	
Ordinance or Law - Increased Period of Restoration	\$ 250,000	
Pollutant Cleanup and Removal - Annual Aggregate	\$ 25,000	
Transit Business Income	\$ 25,000	
Undescribed Premises	\$ 25,000	

DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGE

Cause of Loss - Earthquake

Causes of Loss Earthquake - aggregate in any one policy year, for all losses covered under the Causes of Loss - Earthquake endorsement, commencing with the inception date of this policy:

	Annual Aggregate Limit	
Applies at the following Building(s) numbered:		
1-165; 167-236	\$	5,000,000
166	\$	3,000,000
	\$	-

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

Cause of Loss - Broad Form Flood

Causes of Loss - Broad Form Flood - aggregate in any one policy year, for all losses covered under the Causes of Loss - Broad Form Flood endorsement, commencing with the inception date of this policy:

	Annual Aggregate Limit	
Applies at the following Building(s) numbered:		
(ZONE X) 1-6; 9-25; 53-114; 125; 127-129; 134-152; 154-156; 158; 160-161; 164; 165; 167-177; 179-181; 183-190; 193-206; 210; 213-217; 220-224; 226-231; 233-234	\$	5,000,000
(Unknown Zones) 7-8; 153; 157; 159; 182; 207-209; 211-212; 218; 225	\$	500,000
166	\$	3,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

Excess of Loss Limit Applies - See Causes of Loss -Broad Form Flood Endorsement.

1. The Excess of Loss Limitation does not apply to loss resulting from "Flood" to buildings, structures or personal property in the open with Flood Zone A or Flood Zone(s) prefixed A (as classified under the National Flood Insurance Program), or to personal property in or on buildings or structures located within such Flood Zones.
2. The Excess of Loss Limitation does not apply to loss resulting from "Flood" to property at the premises location(s) of the following Building(s) numbered:

3. The Excess of Loss Limitation also applies to loss resulting from "Flood" to buildings, structures or personal property in the open with the Flood Zone(s) shown below (as classified under the National Flood Insurance Program), or to personal property in or on buildings or structures located in such Flood Zone(s):
4. The Excess of Loss Limitation also applies to loss resulting from "Flood" to property at the premises location(s) of the following Building(s) numbered:

DELUXE PROPERTY COVERAGE FORM - ADDITIONAL COVERAGE**Utility Services****Limits of Insurance**

Direct Damage - in any one occurrence (See Utility Services - Direct Damage endorsement)

\$ 50,000

Coverage is provided for the following:

Water, Communication & Power Supply

Coverage for Overhead Transmission Lines is:

Excluded

Cause of Loss - Equipment Breakdown: Applies

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

		Limits of Insurance	Revised Limits of
Coverage Extension:	Spoilage	\$25,000	\$250,000
	Ammonia Contamination	\$25,000	
Limitation:	Hazardous Substance	\$25,000	\$250,000

DELUXE PUBLIC SECTOR SERVICE ADDITIONAL COVERAGE ENDORSEMENTS

	Limits of Insurance	Revised Limits of Insurance
Spoilage Coverage Extension DX T3 15	\$ 10,000	
Sewer or Drain Backup Limitation DX T4 45	\$ 50,000	
Public Entity Property Extensions DX T 4 47		
Confiscated Property	\$ 100,000	
Street Lights - each item	\$ 2,500	
Street Lights - per occurrence	\$ 50,000	
Street Signs - each item	\$ 2,500	
Street Signs - per occurrence	\$ 50,000	
Traffic Signs and Lights - each item	\$ 2,500	
Traffic Signs and Lights - per occurrence	\$ 50,000	
Stadium Lights - each item	\$ 2,500	
Stadium Lights - per occurrence	\$ 50,000	
Law Enforcement Animals DX T4 46		
Any one law enforcement animal		\$ 10,000
All law enforcement animals		\$ 25,000

DELUXE DEDUCTIBLES

	Percentage	Deductible Amount
Earthquake		
By Earthquake: In any one occurrence at each premises location consisting of the following Building(s) numbered:		\$ 50,000
<u>ALL</u>		
As respects Business Income Coverage an hour deductible applies at all premises locations		72 Hours
Flood		
By Flood: At the premises location(s) of the following Building(s) numbered below in any one occurrence:		\$ 25,000
<u>1-6; 9-25; 53-114; 125; 127-129; 134-152; 154-156; 158; 160-161; 164-177;</u>		
<u>179-181; 183-190; 193-206; 210; 213-217; 220-224; 226-231; 233-234</u>		
<u>7-8; 153; 157; 159; 182; 207-209; 211-212; 218; 225</u>		\$100,000
As respects Business Income Coverage an hour deductible applies at all premises locations		72 Hours
To Utility Services: Direct Damage in any one occurrence:		\$ 2,500
Business Income: As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, an hourly deductible applies:		72 Hours
Any Other Covered Loss in any one occurrence:		\$ 25,000
Except as indicated below: By Covered Loss, to premises locations in any one occurrence		
Law Enforcement Animals		\$ 2,500

DELUXE AMENDMENTS

The following apply:

- Cap on Losses Certified Act of Terrorism

GOVERNMENTAL CRIME

The Governmental Crime - Discovery Coverage Part Consists of this Declarations Form
and the Governmental Crime - Discovery Coverage Form.

Employee Benefit Plan(s) Included As Insureds:

Insuring Agreements	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
Employee Theft - Per Loss	\$ 500,000	\$ 1,000
Forgery or Alteration	\$ 500,000	\$ 1,000
Inside the Premises-Theft of Money & Securities	\$ 500,000	\$ 1,000
Inside the Premises-Robbery or Safe Burglary of Other Property	\$ 500,000	\$ 1,000
Outside Premises	\$ 500,000	\$ 1,000
Computer Fraud	\$ 500,000	\$ 1,000
Funds Transfer Fraud	\$ 500,000	\$ 1,000
Money Order and Counterfeit Paper Currency	\$ 500,000	\$ 1,000

The Following Endorsements Apply:

- Add Faithful Performance of Duty Coverage – Government Employees

The Following Additional Exclusions Apply:

- Treasurer or tax collector excluded under Employee Theft.
Employees required by law to be individually bonded excluded under Employee Theft.
- Exclusion of Certain Computer Related Losses

GENERAL LIABILITY - OCCURRENCE

Coverage		Limit
General Aggregate Limit	\$	2,000,000
Products Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
The following limits apply:		
Damage to Premises Rented to You Limit (Any One Premises)	\$	100,000
Sewage Back Up	\$	500,000
Failure To Supply Sublimit	\$	500,000
Abuse or Molestation Aggregate Limit	\$	2,000,000
Each Abuse or Molestation Offense Limit	\$	1,000,000
Deductible - Bodily Injury & Property Damage - Loss Only	\$	10,000
Deductible - Sewer Backup	\$	10,000
Deductible - Failure to Supply	\$	10,000

GENERAL LIABILITY - OCCURRENCE

The following additional optional coverages are included:

- Amendment of Coverage B - Personal & Advertising Injury
- Mobile Equipment Redefined - Public Entities
- Amendment - Pollution Exclusion
- Failure To Supply - Limited Coverage
- Public Entity Xtend
- Cap on Certified Acts of Terrorism

Professional Health Care & Social Services - (CGD481) applies when "Yes" is indicated below:

Nurses - Not Jail	No	EMT's	Yes	Social Services	No
Jail Nurses	No	Coroner	No		

The following additional exclusions apply:

- Employers Liability Exclusion
- Unsolicited Communications
- Employment-Related Practices Exclusion
- War
- Asbestos
- Public Use Of Private Property
- Injury to Volunteer Firefighters
- Fungi or Bacteria
- Law Enforcement Activities Or Operations
- Discrimination
- Medical Payments Exclusion
- Professional Health Care Services - Public Entities
- Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property Damage
- Exclusion - Consumer Financial Protection Laws

Excluded Premises & Operations are identified at the end of the proposal.

GENERAL LIABILITY - OCCURRENCE

Features & Benefits

Coverage

This coverage is designed to cover the premises and operations exposures of the named insured. It covers amounts any insured is legally required to pay as damages for covered injury or damage that results from an occurrence, including:

- Reasonable Force Property Damage
- Owned Watercraft Less Than 25 Feet
- Damage to Premises Rented to You
- Good Samaritan Services Coverage
- Host Liquor
- Unintentional Omission
- Non-Owned Watercraft 50 Feet Long or Less
- Aircraft Chartered With Pilot
- Increased Supplementary Payments
- Contractual Liability - Railroads
- Knowledge and Notice of Occurrence or Offense
- Blanket Waiver of Subrogation

Bodily Injury and Property Damage Pollution Coverage for:

- Pesticide/herbicide application
- Application of chlorine, sodium hypochlorite or any other chemical used in sewage/water treatment or swimming pools
- Hostile fire heat, fumes or smoke
- Mobile equipment operating fluids
- Fire fighting or emergency response services

Who is an Insured

Public Entity	Owners, Managers or Lessors of Premises
Elected or Appointed Officials	Lessors of Equipment
Board Members	Watercraft Users
Employees and Volunteer Workers	

Other

- ◆ Coverage for sewage back up, if applicable, is for negligent acts only.
- ◆ Your Law Enforcement Activities or Operations, including jail premises, are excluded. Coverage may be available under Law Enforcement Liability agreement.
- ◆ Employment-related practices are excluded. Coverage may be available under your Employment-Related Practices Liability - Claims-Made agreement.
- ◆ Fellow employee injury is excluded, unless otherwise indicated on the previous page.
- ◆ Taking of private property for public use (eminent domain), diminution in value, and inverse condemnation are excluded.

EMPLOYEE BENEFIT PLANS LIABILITY**Claims Made**

Coverage		Limit
Aggregate Limit	\$	3,000,000
Each Employee Limit	\$	1,000,000
Each Employee Deductible - Loss Only	\$	1,000
Retroactive Date:	None	

Features & Benefits**Coverage**

This coverage is designed to cover liability arising out of a wrongful act committed in the administration of certain types of employee benefit plans. Administration includes advise, interpretation and calculation of benefits, except as excluded. Coverage does not apply if the entity knew of a wrongful act prior to the effective date of this policy and could have reasonably foreseen that it would result in a suit or claim against the entity.

Who is an Insured

Public Entity

Employees

LAW ENFORCEMENT LIABILITY**Claims Made**

Coverage	Limit
Aggregate Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 1,000,000
Retroactive Date (Applies only if Claims Made)	12/10/1986
Each Wrongful Act Deductible - Damages and Defense Expenses	\$ 25,000

The Following Endorsements Apply:

• Fungi or Bacteria Exclusion

• Cap On Losses From Certified Acts of Terrorism

Features & Benefits**Coverage**

This coverage is designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any insured is legally required to pay as damages for covered bodily injury, property damage or personal injury that results from the conduct of law enforcement activities or operations of your law enforcement agency and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. Includes coverage for the following:

- Bodily Injury, Personal Injury and Property Damage
- Handling and treatment of corpses and dispensing of medication
- Injury due to the use of mace, pepper spray or tear gas
- Mental Anguish, Emotional Distress, Humiliation
- Violation of Civil Rights protected under any federal, state or local law
- Authorized Moonlighting
- Canine & Equine Exposures
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Mutual Aid Agreements

Who Is An Insured

Public Entity

Employees

Legal Representatives

Elected and Appointed Officials,
Executive Officers and Directors

Volunteer Workers

Other

- ♦ Pay on behalf of basis (Deductible Options Only).
- ♦ Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible Options Only).
- ♦ Additional Supplementary Payment of \$25,000 for personal property of others (Deductible options only).
- ♦ All claims involving use of an auto are subject to the automobile insuring agreement.
- ♦ Employment-related practices excluded.
- ♦ Injury to employees and volunteer workers excluded.

PUBLIC ENTITY MANAGEMENT LIABILITY
Claims-Made

Coverage
Limit

Aggregate Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 1,000,000
Sublimit - If selected, this coverage is a sublimit and reduces the Aggregate Limit	
Limited Special Expenses Aggregate Limit - Key Employees	\$25,000
Limited Special Expenses Participation Percentage - Key Employees	10%
Each Wrongful Act Deductible - Damages and Defense Expenses	\$ 25,000

Retroactive Date: 12/10/1986

IMPORTANT NOTICE: The Public Entity Management Liability Form provides claims-made coverage.

The Following Endorsements are Included:

- Cap On Losses From Certified Acts of Terrorism

The Following Boards are Excluded When "Yes" or Indicated Below:

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers
Yes	Port Authorities		

Features and Benefits

Coverage

This coverage is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) any insured is legally required to pay for covered loss that results from the conduct of duties by or for a public entity or its boards and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. However, employment-related practices are not covered.

Who Is An Insured

Public Entity	Employees (including employees of the entity's boards)
Boards and Board Members	Legal Representatives
Elected and Appointed Officials,	Volunteer Workers
Executive Officers & Directors	

Other

- ◆ Pay on behalf of basis, (Deductible options only).
- ◆ Duty to defend claims and suits even if allegations are groundless, false, or fraudulent.
- ◆ No exclusion for Architects, Engineers or Lawyers.
- ◆ Professional health care services and law enforcement activities or operations exclusions apply
- ◆ Taking of private property for public use or benefit (eminent domain), diminution in value, and inverse condemnation are excluded.

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY**Claims Made****Important Notice:**

The Public Entity Employment-Related Practices Liability Form provides claims-made coverage. Defense expenses are payable within the limits of insurance.

Coverage	Limit
Aggregate Limit	\$ 2,000,000
Each Wrongful Employment Practice Offense Limit	\$ 1,000,000
Each Wrongful Employment Practice Offense Deductible - Damages and Defense Expenses	\$ 25,000
Retroactive Date:	12/10/1986

The Following Endorsements Apply

- Cap On Losses From Certified Acts of Terrorism
- Amendment Of Coverage - Non-Employment Related Sexual Harassment.

Features and Benefits**Coverage**

This coverage is designed to cover damages (other than bodily injury or property damage) any insured is legally required to pay for covered employment loss that results from a wrongful employment practice offense. Wrongful employment practice offense is defined to include discrimination; wrongful termination; harassment; retaliatory action; wrongful discipline; wrongful hiring, supervision, demotion, or failure to promote; and employment-related misrepresentation, defamation, libel, slander, disparagement, and invasion of privacy.

Who Is An Insured

Public Entity	Employees (including employees of the entity's boards)
Boards and Board Members	Legal Representatives
Elected and Appointed Officials,	Volunteer Workers
Executive Officers & Directors	

Other

- ♦ Pay on behalf of basis (Deductible options only).
- ♦ Duty to defend claims or suits even if allegations are groundless, false, or fraudulent.
- ♦ Duty to defend suits that are governmental administrative hearings seeking injunctive relief, such as EEOC proceedings.
- ♦ Defense expenses are payable within the limits of insurance. Damages include attorneys' fees of the person making or bringing the claim or suit if the insured is legally required to pay them under the law which was violated.
- ♦ Injunctive and other non-monetary relief costs are excluded.

The Following Boards are Excluded When "Yes" Indicated Below:

Yes	Airport	Yes	Transit Authorities
Yes	Health Care Facilities: Clinics	Yes	Gas Utilities
Yes	Health Care Facilities: Hospital	Yes	Electric Utilities
Yes	Health Care Facilities: Blood Banks	Yes	Housing Authorities
Yes	Health Care Facilities: Nursing	Yes	Schools or School Districts
Yes	Health Care Facilities: Rehabilitation Facilities	Yes	Joint Powers
Yes	Port Authorities		

CYBERFIRST LIABILITY - Claims Made Coverage - Premium Indication Only

This is not an insurance quote or proposal for CyberFirst Liability and coverage cannot be bound from this indication.

A completed and signed application must be submitted prior to the proposed effective date.

All terms and pricing are subject to underwriting judgment and may change at any time without notice.

This indication does not obligate Travelers to offer a quotation for CyberFirst Liability.

IMPORTANT NOTICE: Defense expenses are payable within the limits of insurance.

CyberFirst Liability Limits

			Limits(**)
Aggregate Limit		\$	500,000
<i>Third-Party Liability</i>	<i>Third Party Deductible (*)</i>		<i>Each Wrongful Act Limit</i>
Network And Information Security Liability Coverage Form	\$ 25,000	\$	500,000
Communications And Media Liability Coverage Form	\$ 25,000	\$	500,000

* Deductible applies to damages & defense expenses unless required otherwise by state regulation.

** Defense expenses within the limits of coverage and deductible unless required otherwise by state regulation.

First-Party Liability

CyberFirst Expense Reimbursement Coverage Form	First Party Deductible	Sub Limits
Security Breach Notification and Remediation Expenses	\$ 25,000	\$ 50,000
Crisis Management Service Expenses	\$ 25,000	\$ 50,000

Retroactive Date: 7/1/2012

Retroactive Date: 7/1/2012

The Following Endorsements Apply

- Cap On Losses From Certified Acts of Terrorism

The Following Exclusions Apply

- Exclusion - Employment Related Practices

- Exclusion - Designated Boards, Commissions or Governmental Units or Departments

**CYBERFIRST Liability (Claims Made)
Program Features & Benefits**

This special coverage is an integrated product that provides:

- Broad liability coverage provided through a common **General Provisions** Form coupled with any combination of the following coverage modules: **Network and Information Security Liability, Communications and Media Liability.**
 - Claims-made coverage.
 - True world-wide coverage - wrongful act may be committed, and claim or suit may be brought, anywhere in the world, except areas where the U.S. government prohibits doing business.
 - A Supplemental Extended Reporting Period Endorsement (12 months, 24, months, 36 months, 60 months or of unlimited duration) is available for an extra charge if coverage is discontinued by either you or the company.
 - Broad definition of insureds.
 - Defense expenses within the limits of coverage and deductible unless required otherwise by state regulation.
 - Deductible applies to damages and defense expenses unless required otherwise by state regulation.
 - Applies on an excess basis over any valid and collectible other insurance.
- No bodily injury, property damage, advertising injury or personal injury coverage under CyberFirst.
Said coverages are found under Commercial General Liability, Umbrella or Excess Liability policies.

Network and information security wrongful acts

Coverage for the following wrongful acts committed by or on behalf of an insured in the conduct of your business:

- Failure to prevent the transmission of a computer virus
- Failure to provide any authorized user of your web-site or your computer or communications network with access to such website or such computer or communication network
- Failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of others.

Communications and media wrongful acts (Optional coverage - not included unless noted above)

Coverage for the following wrongful acts committed by or on behalf of an insured in the conduct of your business:

- Unauthorized use of any advertising material, or any slogan or title, of others in the advertising of the business, premises, products, services, work or complete work of others
- Infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name in your covered material
- Plagiarism or unauthorized use of a literary or artistic format, character or performance in your covered material.

Expense Reimbursement Coverage Form (Optional coverage - not included unless noted above)

Reimbursement for the following first-party expense options is available when **Network and Information Security Liability** is purchased.

- Security Breach Notification Expenses Coverage
- Crisis Management Service Expenses Coverage
- Business Interruption & Additional Expenses Coverage
- Extortion Expenses Coverage
- Computer Program & Electronic Data Restoration Expenses Coverage
- Computer Fraud
- Funds Transfer Fraud Coverage
- Telecommunications Service Theft Coverage

AUTOMOBILE LIABILITY

Liability Coverage	Auto Symbols	Limit	
Liability	1	\$	1,000,000
Uninsured/Underinsured Motorist	2	\$	1,000,000

Number of autos, excluding trailers: 443

Number of trailers: 60

Deductible Each Accident - Bodily Injury/Property Damage - Loss Only \$ 10,000

AUTOMOBILE PHYSICAL DAMAGE COVERAGE

Covered Autos Described As		Valuation	Total OCN
Symbol 10 Comprehensive & Collision coverage apply to			
Any Owned Auto with an Original Cost New equal or greater than:	25000	Actual Cash Value	16,090,872
Any Owned Auto with an Original Cost New equal or greater than:	25000	Agreed Amount	6,612,139
Symbol 11 Collision coverage applies to			
Any Owned Auto with an Original Cost New less than:	25000	Actual Cash Value	3,551,785

AUTOMOBILE PHYSICAL DAMAGE DEDUCTIBLES

Deductible Amount - Deductibles shown below apply to each covered auto.

Description of Covered Autos To Which This Insurance Applies		Coverage	Deductible
Owned Covered Autos Not Otherwise Described Below:			\$ -
Any Owned Auto with an Original Cost New equal or greater than:	25000	Comprehensive & Collision	\$ 25,000
Any Owned Auto with an Original Cost New less than:	25000	Specified Perils	\$ 25,000
			\$ -

Hired Physical Damage

Deductible

Hired Car Physical Damage Comprehensive

\$ 1,000

Hired Car Physical Damage Collision

\$ 1,000

Garagekeepers Liability - Legal Liability

Deductible

Limits

Locations: TBD

Comprehensive

\$1,000 / \$5,000

\$

1,000,000

Collision

\$ 1,000

\$

1,000,000

Automobile Liability and Physical Damage Features & Benefits

Coverage

This coverage is designed to cover amounts any insured is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident, which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos, if shown on the previous page.

Who is Insured for Auto Liability

Public Entity	Elected or Appointed Officials
Any permitted user	Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

Other

Auto Liability coverage if written is extended to provide:

- Bail Bonds \$3,000
- Insureds Expenses - \$500 A Day
- Transit Rodeo
- Expected or Intended Injury
- Blanket Waiver or Subrogation
- Unintentional Errors or Omissions

Auto Physical Damage coverage if written is extended to provide:

- Airbags - \$1,000
- Personal Effects - \$400
- Waiver of Deductible - Glass
- Freezing of Fire Truck Equipment
- Transportation Expenses - \$50 A Day / \$1,500 Maximum
- Automatic Coverage for Commandeered Autos
- Customized Equipment for Emergency Vehicles and Public Transportation Autos
- Hired Auto Physical Damage - Loss of Use \$65 A Day/\$750 Maximum

AUTOMOBILE LIABILITY AND AUTO PHYSICAL DAMAGE

The Following Endorsements Apply:

- Professional Services Not Covered
- Amendment of Bodily Injury Definition
- Public Entity - Changes in Physical Damage Coverages - Agreed Value
- Emergency Vehicles - Volunteer Firefighters' & Workers' Injuries Excluded
- Public Entity Auto Extension

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability.**

2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

Liability	Comprehensive	Collision
TBD	TBD	TBD

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the **average net change** in units and their corresponding original cost new for the policy term.

4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.

5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid term and a final premium will be determined at policy expiration.

UMBRELLA EXCESS LIABILITY

Coverage		Limit
General Aggregate Limit	\$	9,000,000
Products / Completed Operations Aggregate Limit	\$	9,000,000
Personal and Advertising Injury Any One Person or Organization Limit	\$	9,000,000
Each Occurrence Limit	\$	9,000,000
Retained Limit Any One Occurrence or Offense	\$	10,000
Coverage is provided over the following:		
Automobile Liability		
General Aggregate		
General Liability		
Employee Benefit Plans Liability		
Law Enforcement Liability		
Public Entity Management Liability		
Employment-Related Practices Liability		
Employers Liability		

The Following Endorsements Apply:

- Amendment of Coverage B - Personal & Advertising Injury
- Amendment of Who is an Insured
- Cap on Losses from Certified Acts of Terrorism
- Crisis Management Services Expenses

The Following Exclusions Apply:

- Asbestos
- Fungi or Bacteria Exclusion
- War Exclusion
- Amendment of Contractual Liability Exclusion
- Amendment Of Watercraft Or Aircraft Exclusion
- Amendment of Damage to Property Exclusion
- Amendment of Damage To Your Work Exclusion
- Public Use Of Private Property Exclusion
- * Total Exclusion - Failure to Supply
- Professional Health Care Services Exclusion - Limited Following Form - Public Entities
- Injury To Volunteer Firefighters Exclusion - Limited Following Form
- Unsolicited Communications
- Discrimination
- Abuse or Molestation
- Amendment Pollution Exclusion
- Exclusion - Consumer Financial Protection Laws

UMBRELLA EXCESS LIABILITY - OCCURRENCE

Features & Benefits

Coverage

This coverage is designed to provide excess limits above primary coverage for bodily injury, property damage, personal and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each event limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a **broader than primary** basis.

Who is an Insured

Follows the primary.

Other

- ◆ Sewage Back Up and Failure To Supply are excluded.
- ◆ Retained Limit Any One Occurrence or Offense applies only to losses covered by the Umbrella Excess but not covered under the primary.

EXCLUDED PREMISES & OPERATIONS FOR GENERAL LIABILITY AND UMBRELLA

The following Premises or Operations are excluded by Designated Activities or Operations Exclusion Endorsement for General Liability Coverage Form (when GL is shown below) and Umbrella Liability Coverage Form (when UMB is shown below).

GL & UMB		GL & UMB	
GL & UMB	Airport, including any airfield, runway, hangar terminal, or other property in connection with aviation activities	GL & UMB	Housing project or authority
	Casino		Organized or sponsored racing or stunting activity or event involving wheeled vehicles, including skateboards and roller skates
	Day care, day camp, nursery, or similar facility		Port, harbor or terminal district
	Electric Distribution		Riding or care of saddle animals
	Electric Generation		Rodeo arena
	Fire district or department	GL & UMB	School district or system
	Fireworks displays or exhibitions	GL & UMB	Stables for boarding animals
	Gas Distribution	GL & UMB	Transportation system
GL & UMB	Gas Mining or Refining		Waterpark
GL & UMB	Halfway house, emergency shelter or other group home		Water utility
GL & UMB	Hospital, nursing home, medical clinic, rehabilitation facility, or other type of medical facility		Wind generation of power
	Construction consisting of:		Manufacturing of:
	Farming operations consisting of:		Retail or office complex consisting of:
	Guide services consisting of:	GL & UMB	Cool Springs Conference Center
GL & UMB	City of Franklin as respects Sister Cities of Franklin, Inc.	GL & UMB	Public Building Authority of Franklin

SPECIAL CLAIM HANDLING CONDITIONS

When your coverage is written on a deductible basis:

- All losses for coverages written on a deductible basis must be reported to Travelers Claim department as soon as possible.
- A claim fund applicable to all liability deductibles, from which losses within the deductible are paid is required when the General Liability or Auto Liability deductible is \$50,000 or greater, or any Workers Compensation deductible. We will bill the insured monthly for claims paid during the prior month. Payment is due within 30 days of receipt of bill.
- A claim fund agreement will be mailed and must be signed by the insured and returned within 30 days of receipt. This agreement outlines the terms of the claim fund. A draft of this agreement is attached.
- The claim fund is due within 30 days of billing.

Claim Fund	Amount
Amount Required for ALL Policy Years	
Currently Holding for Historical Policy Years	
Additional or (Return) Amount Due	\$ -
Total Claim Fund Due or (Return)	\$ -



Account Executive:
Fax Number:

Eric Beaver
877-806-1787

Terrorism Risk Insurance Act of 2002 Disclosure

Entity Name: City of Franklin, TN

Agency: TN Risk Management Partners

State: Tennessee

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the Federal Government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for coverages other than workers' compensation are automatically provided at the additional premiums shown below. The charge for this exposure for workers' compensation is an additional premium, which is reflected separately within this proposal. The charge for each coverage does not include any charge for the portion of losses covered by the Federal Government under the Act.

Coverage	Included Charge For Insured Losses
Property	3% of the total Property Coverage premium.
Inland Marine	1% of the applicable premium.
Workers' Compensation	See workers compensation premium schedule. Note – terrorism premium charges are subject to change at any time based on state regulatory action.
All other coverages subject to TRIA	1% of the applicable premium.



Account Executive: Eric Beaver
Fax Number: 877-806-1787

ACCOUNT PREMIUM SUMMARY & PROVISIONAL BILL

Entity Name: City of Franklin, TN

Agency: TN Risk Management Partners
Agency Code:

State: Tennessee
Agent Name: Phone:

This notice serves as a premium summary and provisional bill. If a delay in the issuing of a policy, endorsement or premium bearing instrument occurs, and we issue either a premium bearing instrument or an individual bill, you are obligated to remit premium to us before we issue the policy or endorsement. Payment from you on individual bills is due on the date specified on the bill. To bind coverage:

- Place a checkmark in the box next to the payment plan and lines of business to be bound;
- Sign this form and fax or email to the underwriter named above.

The premium below may differ from actual policy premiums due to installment charges, estimated taxes, surcharges, and rounding.

AGENCY BILL PAYMENT PLAN OPTIONS	INSTALLMENT CHARGE	SELECTION
Full Payment - due at inception	None	
2 Pay - 50% due at inception, 50% due at 6th month	None	
4 Pay - 25% due at inception, 25% due at 4th, 7th & 10th month	None	

COVERAGE:	PREMIUM	INSUREDS SELECTION	POLICY NUMBER
Property	\$216,708		
Flood	Included		
Earthquake	Included		
Equipment Breakdown	\$12,219		
Crime	\$5,487		
General Liability	\$125,265		
Employee Benefit Plans Liability	\$512		
Law Enforcement Liability	\$173,445		
Public Entity Management Liability	\$37,444		
Public Entity Employment-Related Practices Liability	\$107,078		
Auto Liability	\$226,945		
Auto Physical Damage	\$36,484		
Garagekeepers Liability	\$1,169		
Umbrella	\$49,944		
CyberFirst Liability	\$3,830		
Total Premium	\$996,530		
Taxes, Surcharges and Fees			

Signature: _____ Date: _____

QUOTE OPTIONS AND ADDITIONAL INFORMATION

QUOTE OPTION	PREMIUM	INSUREDS SELECTION
Auto Liability with \$60,000 Uninsured / Underinsured limit	\$ 196,134	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	

OTHER INFORMATION

Please provide the following information:

IMPORTANT: We are quoting an all lines account quote and we reserve the right to re-price accounts if insured only wants part of our offered lines of coverages.

GENERAL CONDITIONS

THE FOREGOING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

IN ADDITION TO THE POLICY ENDORSEMENTS OUTLINED IN THIS PROPOSAL/QUOTE, ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS WILL INCLUDE STATE-MANDATED AND/OR TRAVELERS-REQUIRED POLICY ENDORSEMENTS THAT MAY AFFECT COVERAGE.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.



COMMISSION

Entity Name: City of Franklin, TN

Agency: TN Risk Management Partners

COVERAGE	COMMISSION
Property	12.50%
Flood	12.50%
Earthquake	12.50%
Equipment Breakdown	12.50%
Crime	12.50%
General Liability	12.50%
Employee Benefit Plans Liability	12.50%
Law Enforcement Liability	12.50%
Public Entity Management Liability	12.50%
Public Entity Employment-Related Practices Liability	12.50%
Auto Liability	12.50%
Auto Physical Damage	12.50%
Garagekeepers Liability	12.50%
Umbrella	12.50%
CyberFirst Liability	12.50%



Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183

CP-68-20 07-08

Location Schedule

Location	Building	Street 1	City / State	Occupancy
1	1	109 THIRD AVENUE SOUTH	FRANKLIN, TN	CITY HALL
2	2	108 SE PARKWAY	FRANKLIN, TN	SHOP AND OFFICE BUILDING
3	3	108 SE PARKWAY	FRANKLIN, TN	GARAGE AND STORAGE
4	4	108 SE PARKWAY	FRANKLIN, TN	VEHICLE STORAGE SHED
5	5	708 COLUMBIA AVENUE	FRANKLIN, TN	TRANSIT BUILDING
6	6	306 EDDY LANE	FRANKLIN, TN	4-H SHELTER
7	7	MAIN STREET	FRANKLIN, TN	DECORATIVE STREET LIGHTS
8	8	MCEWEN DRIVE AT 1-65	FRANKLIN, TN	DECORATIVE STREET LIGHTS
9	9	108 SE PARKWAY	FRANKLIN, TN	DECORATIVE STREET LIGHTING
10	10	500 NEW HIGHWAY 96 WEST	FRANKLIN, TN	FIRE STATION 1
11	11	907 MURFREESBORO ROAD	FRANKLIN, TN	FIRE STATION 2
12	12	298 MALLORY STATION ROAD	FRANKLIN, TN	FIRE STATION 3
13	13	2039 FIELDSTONE PKWY	FRANKLIN, TN	FIRE STATION 4
14	14	215 NOAH DRIVE	FRANKLIN, TN	FIRE STATION 5
15	15	1061 COOL SPRINGS BLVD	FRANKLIN, TN	FIRE STATION 6
16	16	419 CENTURY COURT	FRANKLIN, TN	FIRE DEPARTMENT TRAINING CENTER
17	17	419 CENTURY COURT	FRANKLIN, TN	FIRE TRAINING TOWER
18	18	419 CENTURY COURT	FRANKLIN, TN	FIRE DEPARTMENT TRAINING ANNEX
19	19	419 CENTURY COURT	FRANKLIN, TN	FIRE TRAINING WATER TANK
20	20	419 CENTURY COURT	FRANKLIN, TN	FIRE/EXPLOSIVE TRAINING SIMULATOR
21	21	419 CENTURY COURT	FRANKLIN, TN	FIRE TRAINING OFFICE AND PROPS
22	22	1259 COLUMBIA AVENUE	FRANKLIN, TN	MONUMENT, SIGN, FENCE
23	23	4023 COLUMBIA AVENUE	FRANKLIN, TN	STACKED ROCK ENTRANCE SIGN
24	24	4023 COLUMBIA AVENUE	FRANKLIN, TN	RESTROOM BUILDING
25	25	4023 COLUMBIA AVENUE	FRANKLIN, TN	TRAILHEAD KIOSK AND ROCK WALL
26	26	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	PLAYGROUND EQUIPMENT
27	27	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	PEDESTRIAN BRIDGE-HARPETH RIVER
28	28	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	STACKED ROCK ENTRANCE SIGN
29	29	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	TABLES/BENCHES, BINS/SWINGS
30	30	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	TRAIL SYSTEM, STEPS/RAILINGS
31	31	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	PARK PAVILION
32	32	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	RESTROOMS
33	33	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	PEDESTRIAN BRIDGE 1
34	34	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	PEDESTRIAN BRIDGE 2
35	35	3200 ASPEN GROVE DRIVE	FRANKLIN, TN	PEDESTRIAN BRIDGE 3
36	36	214 N MARGIN STREET	FRANKLIN, TN	PAVILION 1 ACV
37	37	214 N MARGIN STREET	FRANKLIN, TN	PAVILION 2 ACV
38	38	COLLINS FARM - 418 LEWISBURG PIKE	FRANKLIN, TN	HISTORIC HOME - RC
39	39	COLLINS FARM - 418 LEWISBURG PIKE	FRANKLIN, TN	WELL ACV
40	40	COLLINS FARM - 418 LEWISBURG PIKE	FRANKLIN, TN	CARRIAGE HOUSE
41	41	DRY BRANCH WETLANDS- 7001 MOORES LA	FRANKLIN, TN	OBSERVATION DECK
42	42	DRY BRANCH WETLANDS- 7001 MOORES LA	FRANKLIN, TN	BRIDGE
43	43	DRY BRANCH WETLANDS- 7001 MOORES LA	FRANKLIN, TN	BRIDGE
44	44	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	CONCESSION STAND RESTROOM
45	45	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	BALLFIELD LIGHTS AND FENCING
46	46	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	PARK PICNIC TABLES BENCHES
47	47	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	STACKED ROCK ENTRANCE SIGN
48	48	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	PAVILIONS 2
49	49	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	SOFTBALL FIELD BLEACHERS
50	50	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	SIGN
51	51	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	SOFTBALL FIELD DUGOUTS
52	52	FIELDSTONE PARK - 1377 HILLSBORO RO	FRANKLIN, TN	PLAYGROUND EQUIPMENT
53	53	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FRONT SHOP BUILDING
54	54	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	CONCESSION STAND
55	55	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PAVILION AND FOUNTAIN
56	56	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	COWBOYS' CONCESSION STAND
57	57	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD LIGHTING FENCING
58	58	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	CONCESSION STAND
59	59	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD LIGHTING FENCING
60	60	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	REAR SHOP MAINTENANCE BUILDING/SHED
61	61	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD LIGHTS AND FENCES -

62	62	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	CONCESSION STAND - PHASE I
63	63	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PARK ADMIN BUILDING
64	64	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL FIELD 1 LIGHTS AND FENCES
65	65	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL FIELD 2 LIGHTS FENCES - P
66	66	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD DUGOUTS PHASE I
67	67	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD DUGOUTS - PHASE II
68	68	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PLAYGROUND EQUIPMENT- PHASE III
69	69	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	TENNIS COURTS LIGHTING AND FENCE
70	70	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD DUGOUTS - PHASE III
71	71	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	GAZEBO - PHASE IV
72	72	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PLAYGROUND EQUIPMENT - PHASE IV
73	73	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	DECORATIVE STREET LIGHTS
74	74	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL FIELD LIGHTS/FENCE
75	75	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	JIM WARREN PARK SKATE PARK
76	76	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	MODULAR BUILDING ACV
77	77	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	STORAGE BUILDING ACV
78	78	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BATTING CAGES - PHASE II
79	79	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	STACKED ROCK ENTRANCE SIGN
80	80	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PARK PICNIC TABLES BENCHES
81	81	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL COMPLEX FENCING
82	82	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL BLEACHERS
83	83	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PHASE I PARK SAFETY NETS
84	84	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PHASE II PARK SAFETY NETS
85	85	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PHASE III BASEBALL BLEACHERS
86	86	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PHASE V FOOTBALL SCOREBOARDS
87	87	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL FIELD 1 BLEACHERS BENCH
88	88	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD BLEACHERS PHASE I
89	89	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL BLEACHERS AND PICNIC TAB
90	90	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASKETBALL GOALS - PHASE III
91	91	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PICNIC SHELTER - PHASE III
92	92	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	PICNIC SHELTER - PHASE III
93	93	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BASEBALL FIELD BLEACHERS - PHASE
94	94	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	SIGNS AND STONE WALL
95	95	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL FIELD GOAL POSTS 4
96	96	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	JIM WARREN PARK ENTRANCE SIGN
97	97	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	SKATE PARK ARBOR
98	98	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	BATTING CAGES PHASE I
99	99	JIM WARREN PARK - 705 BOYD MILL AVE	FRANKLIN, TN	FOOTBALL FIELD 3 AND 4 BLEACHERS
100	100	2080 TURNING WHEEL LANE	FRANKLIN, TN	CONCESSION AND RESTROOMS
101	101	2080 TURNING WHEEL LANE	FRANKLIN, TN	BALLFIELD FENCING AND LIGHTS
102	102	2080 TURNING WHEEL LANE	FRANKLIN, TN	BLEACHERS
103	103	2080 TURNING WHEEL LANE	FRANKLIN, TN	SIGNAGE
104	104	2080 TURNING WHEEL LANE	FRANKLIN, TN	FENCES, BENCHES AND TABLES
105	105	2080 TURNING WHEEL LANE	FRANKLIN, TN	DECORATIVE STREET LIGHTS
106	106	2080 TURNING WHEEL LANE	FRANKLIN, TN	BRIDGE - PHASE II
107	107	2080 TURNING WHEEL LANE	FRANKLIN, TN	PLAYGROUND EQUIPMENT
108	108	2080 TURNING WHEEL LANE	FRANKLIN, TN	ADMINISTRATION BUILDING
109	109	2080 TURNING WHEEL LANE	FRANKLIN, TN	ADMIN BUILDING FENCING ONLY
110	110	2080 TURNING WHEEL LANE	FRANKLIN, TN	DISC GOLFCOURSE - PHASE II
111	111	2080 TURNING WHEEL LANE	FRANKLIN, TN	DOG PARK - PHASE II
112	112	2080 TURNING WHEEL LANE	FRANKLIN, TN	BATTING CAGES
113	113	2080 TURNING WHEEL LANE	FRANKLIN, TN	SCOREBOARDS
114	114	2080 TURNING WHEEL LANE	FRANKLIN, TN	BALL FIELD DUGOUTS
115	115	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	RESTROOMS
116	116	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	OBSERVATION AND LOOKOUT
117	117	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	PLAYGROUND EQUIPMENT
118	118	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	PEDESTRIAN BRIDGE DECORATIVE LIGHTS
119	119	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	PLAYGROUND EQUIPMENT
120	120	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	STACKED ROCK ENTRANCE SIGN
121	121	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	PARK SHELTER 1
122	122	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	PARK SHELTER 2
123	123	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	PARK SHELTER 3
124	124	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	EXERCISE STATIONS
125	125	405 MURFREESBORO ROAD	FRANKLIN, TN	PERGOLA

126	126	PINKERTON PARK - 405 MURFREESBORO R	FRANKLIN, TN	PINKERTON PARK LIFE TRAIL FITNESS
127	127	411 CENTURY COURT	FRANKLIN, TN	TRANSFER STATION
128	128	417 CENTURY COURT	FRANKLIN, TN	SOLID WASTE OFFICE BUILDING
129	129	1117 INCINERATOR ROAD	FRANKLIN, TN	SALT STORAGE BUILDING
130	130	135 CLAUDE YATES ROAD	FRANKLIN, TN	WASTEWATER TREATMENT PLANT
131	131	135 CLAUDE YATES ROAD	FRANKLIN, TN	STORAGE BUILDING
132	132	135 CLAUDE YATES ROAD	FRANKLIN, TN	STORAGE BUILDING
133	133	135 CLAUDE YATES ROAD	FRANKLIN, TN	MAINTENANCE SHOP
134	134	135 CLAUDE YATES ROAD	FRANKLIN, TN	STORAGE BUILDING
135	135	135 CLAUDE YATES ROAD	FRANKLIN, TN	PUMPING STATION
136	136	1364 ASCOT LANE	FRANKLIN, TN	SEWER LIFT PUMPING STATION
137	137	103 BAYHILL CIRCLE	FRANKLIN, TN	SEWER LIFT PUMPING STATION
138	138	1501 BEDFORD COMMON	FRANKLIN, TN	LIFT STATION
139	139	1811 CARTERS CREEK PIKE	FRANKLIN, TN	SEWER LIFT PUMPING STATION
140	140	391 CIRCUIT ROAD	FRANKLIN, TN	SEWER LIFT PUMPING STATION
141	141	153 CLIFFE RUN DRIVE	FRANKLIN, TN	LIFT STATION
142	142	403 MCPHAIL COURT	FRANKLIN, TN	LIFT STATION
143	143	1357 HILLSBORO ROAD	FRANKLIN, TN	LIFT STATION
144	144	133 HOLIDAY COURT	FRANKLIN, TN	LIFT STATION
145	145	1729 MALLORY LANE	FRANKLIN, TN	LIFT STATION
146	146	870 OLD CHARLOTTE PIKE EAST	FRANKLIN, TN	SEWER LIFT PUMPING STATION PLUS
147	147	724 RIVERVIEW DRIVE	FRANKLIN, TN	LIFT STATION
148	148	922 RIVERVIEW DRIVE	FRANKLIN, TN	LIFT STATION
149	149	214 N ROYAL OAKS BLVD	FRANKLIN, TN	BOOSTER PUMP STATION
150	150	838 LEWISBURG PIKE	FRANKLIN, TN	WATER TREATMENT PLANT
151	151	838 LEWISBURG PIKE	FRANKLIN, TN	LIFT STATION
152	152	838 LEWISBURG PIKE	FRANKLIN, TN	RAW WATER INTAKE STRUCTURE
153	153	LONG LANE AND ALFRED LADD ROAD	FRANKLIN, TN	WATER TANK
154	154	301 DONELSON CREEK PARKWAY	FRANKLIN, TN	WATER BOOSTER STATION
155	155	300 ASH DRIVE	FRANKLIN, TN	WATER TANK
156	156	1744 W MAIN ST	FRANKLIN, TN	WATER TANK
157	157	CITY WIDE	FRANKLIN, TN	WATER METERS
158	158	410 COTTON LANE	FRANKLIN, TN	WATER PUMPING STATION
159	159	EDWARD CURD LANE	FRANKLIN, TN	WATER TANK
160	160	HILLSBORO ROAD AT SNEED ROAD	FRANKLIN, TN	METER AND TELEMTRY VAULT
161	161	4315 LONG LANE	FRANKLIN, TN	WATER TANK
162	162	1930 OLD NATCHEZ TRACE	FRANKLIN, TN	METER VAULT
163	163	1930 OLD NATCHEZ TRACE	FRANKLIN, TN	TELEMTRY VAULT
164	164	214 N ROYAL OAKS BLVD	FRANKLIN, TN	WATER TANK
165	165	124 LUMBER DRIVE	FRANKLIN, TN	MAIN SECOND STORAGE SHED - ACV
166	166	900 COLUMBIA AVENUE	FRANKLIN, TN	POLICE STATION
167	167	112 SECOND AVE	FRANKLIN, TN	THEATER - ACV
168	168	501 COLUMBIA AVE	FRANKLIN, TN	WEST MAIN AT FIVE POINTS
169	169	108 SECOND AVE S	FRANKLIN, TN	PARKING GARAGE
170	170	115 FOURTH AVE A	FRANKLIN, TN	PARKING GARAGE
171	171	415 CENTURY COURT	FRANKLIN, TN	POLICE SHOOT HOUSE
172	172	415 CENTURY COURT	FRANKLIN, TN	POLICE SHOOTING RANGE TOWER
173	173	415 CENTURY COURT	FRANKLIN, TN	POLICE SHOOTING RANGE STORAGE SHED
174	174	415 CENTURY COURT	FRANKLIN, TN	POLICE SHOOTING RANGE
175	175	415 CENTURY COURT	FRANKLIN, TN	POLICE SHOOTING RANGE BLEACHERS
176	176	403 5TH AVE N	FRANKLIN, TN	STORAGE AND SHOP
177	177	429 COOL SPRINGS BLVD	FRANKLIN, TN	PERGOLA
178	178	429 COOL SPRINGS BLVD	FRANKLIN, TN	PARKING LOT BRIDGE
179	179	418 LEWISBURG AVE	FRANKLIN, TN	SMOKEHOUSE - ACV
180	180	1100 DEL RIO COURT	FRANKLIN, TN	PLAYGROUND EQUIP
181	181	1100 DEL RIO COURT	FRANKLIN, TN	GAZEBO
182	182	7001 MOORES LANE	FRANKLIN, TN	INTERPRETIVE SIGNAGE
183	183	1343 CARNTON LANE	FRANKLIN, TN	TRAINING AND EVENT BLDG - ACV
184	184	1343 CARNTON LANE	FRANKLIN, TN	RESTROOMS
185	185	1343 CARNTON LANE	FRANKLIN, TN	MAINTENANCE SHED
186	186	1343 CARNTON LANE	FRANKLIN, TN	FENCING
187	187	239 FRANKLIN RD	FRANKLIN, TN	HARLINSDALE FARM MAIN BARN - RC
188	188	239 FRANKLIN RD	FRANKLIN, TN	HARLINSDALE FARM DOG PARK AND FENCE
189	189	239 FRANKLIN RD	FRANKLIN, TN	HARLINSDALE FARM BREEDING BARN

190	190	239 FRANKLIN RD	FRANKLIN, TN	HARLINSDALE FARM MARES BARN
191	191	331 FRANKLIN RD	FRANKLIN, TN	HARLINSDALE FARM MAIN RESIDENCE -RC
192	192	331 FRANKLIN RD	FRANKLIN, TN	HARLINSDALE FARM - HAYES BARN
193	193	705 BOYD MILL RD	FRANKLIN, TN	BASKETBALL COURTS BLEACHERS PH 3
194	194	705 BOYD MILL RD	FRANKLIN, TN	SHOP YEARD FENCE AND POLE BARN
195	195	705 BOYD MILL RD	FRANKLIN, TN	CHEMICAL STORAGE LOCKERS
196	196	705 BOYD MILL RD	FRANKLIN, TN	PARK SIGNAGE
197	197	2080 TURNING WHEEL LANE	FRANKLIN, TN	SUNSHADES
198	198	405 MURFREESBORO RD	FRANKLIN, TN	SUNSHADES
199	199	405 MURFREESBORO RD	FRANKLIN, TN	PICNIC TABLES ADULT SWINGS PADS
200	200	417 CENTURY COURT	FRANKLIN, TN	COVERED TRUCK SHELTER 1
201	201	417 CENTURY COURT	FRANKLIN, TN	COVERED TRUCK SHELTER 2
202	202	417 CENTURY COURT	FRANKLIN, TN	STORAGE SHED
203	203	417 CENTURY COURT	FRANKLIN, TN	BOPAE SHED
204	204	409 CENTURY COURT	FRANKLIN, TN	GRINDER SHED AND COVER
205	205	409 CENTURY COURT	FRANKLIN, TN	EMPLOYEE SHED AND COVER
206	206	2080 TURNING WHEEL LANE	FRANKLIN, TN	SALT STORAGE BLDG
207	207	7TH AVE AND 9TH AVE	FRANKLIN, TN	DECORATIVE STREET LIGHTS
208	208	COLUMBIA AVE	FRANKLIN, TN	DECORATIVE STREET LIGHTS
209	209	CAROTHERS PKWY	FRANKLIN, TN	DECORATIVE STREET LIGHTS
210	210	409 CENTURY COURT	FRANKLIN, TN	SCALE HOUSE AND SCALES
211	211	MCEWEN DRIVE AT I 65	FRANKLIN, TN	STACKED ROCK SIGN
212	212	MCEWEN DRIVE AT I 65	FRANKLIN, TN	STACKED ROCK SIGN
213	213	528 EXCALIBUR COURT	FRANKLIN, TN	SEWER LIFT PUMP STATION
214	214	266 PENNYSTONE CIRCLE	FRANKLIN, TN	SEWER LIFT PUMP STATION
215	215	301 WATERCRESS DR	FRANKLIN, TN	SEWER LIFT PUMP STATION
216	216	285 SPENCER CREEK	FRANKLIN, TN	SEWER LIFT PUMP STATION
217	217	4318 SOUTH CAROTHERS RD	FRANKLIN, TN	SEWER LIFT PUMP STATION
218	218	2420 FIELDSTONE PKWY	FRANKLIN, TN	SEWER LIFT PUMP STATION
219	219	1130 HILLSBORO	FRANKLIN, TN	SEWER LIFT PUMP STATION
220	220	344 LAKEMONT CIRCLE	FRANKLIN, TN	SEWER LIFT PUMP STATION
221	221	4128 CLOVERCROFT RD	FRANKLIN, TN	SEWER LIFT PUMP STATION
222	222	1309 OLYMPIA PL	FRANKLIN, TN	SEWER LIFT PUMP STATION
223	223	1100 DEL RIO COURT	FRANKLIN, TN	SEWER LIFT PUMP STATION
224	224	111 TREMONT LANE	FRANKLIN, TN	SEWER LIFT PUMP STATION
225	225	870 TREMONT LANE	FRANKLIN, TN	SEWER LIFT PUMP STATION
226	226	1275 OLD HILLSBORO RD	FRANKLIN, TN	WATER BOOSTER STATION
227	227	400 LEGENDS PARK	FRANKLIN, TN	WATER BOOSTER STATION
228	228	212 OLD PEYTONVILLE RD	FRANKLIN, TN	WATER BOOSTER STATION
229	229	4048 COLUMBIA PIKE	FRANKLIN, TN	WATER STORAGE TANK
230	230	231 GENERAL JB HOOD DR	FRANKLIN, TN	WATER STORAGE TANK
231	231	405 5TH AVE N	FRANKLIN, TN	UTILITY AND STREETS OFFICES AND SHO
232	232	135 CLAUDE YATES RD	FRANKLIN, TN	SEWER PLANT SHOP
233	233	9384 CLOVERCROFT DR	FRANKLIN, TN	SEWER LIFT PUMP STATION
234	234	1117 INCINERATOR RD	FRANKLIN, TN	EQUIPMENT STORAGE BLDG
235	235	1343 CARNTON LANE	FRANKLIN, TN	GAZEBO
236	236	405 MURFREESBORO ROAD	FRANKLIN, TN	PEDESTRIAN BRIDGE

WARNING - VWS Specific Loc Report has Changed! Contact Maureen Lunde

Prem.	Bldg.	Description of Coverage or Property	Limits of Insurance
11	11	907 MURFREESBORO RO. FRANKLIN TN	37064 FIRE STATION 2
12	12	298 MALLORY STATION FRANKLIN TN	37064 FIRE STATION 3
13	13	2039 FIELDSTONE PKWY FRANKLIN TN	37064 FIRE STATION 4
14	14	215 NOAH DRIVE FRANKLIN TN	37064 FIRE STATION 5
15	15	1061 COOL SPRINGS BLV FRANKLIN TN	37064 FIRE STATION 6
16	16	419 CENTURY COURT FRANKLIN TN	37064 FIRE DEPARTMENT TRAINING CEI
17	17	419 CENTURY COURT FRANKLIN TN	37064 FIRE TRAINING TOWER
18	18	419 CENTURY COURT FRANKLIN TN	37064 FIRE DEPARTMENT TRAINING AN
19	19	419 CENTURY COURT FRANKLIN TN	37064 FIRE TRAINING WATER TANK
20	20	419 CENTURY COURT FRANKLIN TN	37064 FIRE/EXPLOSIVE TRAINING SIMUL
21	21	419 CENTURY COURT FRANKLIN TN	37064 FIRE TRAINING OFFICE AND PROF
22	22	1259 COLUMBIA AVENUE FRANKLIN TN	37064 MONUMENT, SIGN, FENCE
23	23	4023 COLUMBIA AVENUE FRANKLIN TN	37064 STACKED ROCK ENTRANCE SIGN
24	24	4023 COLUMBIA AVENUE FRANKLIN TN	37064 RESTROOM BUILDING
25	25	4023 COLUMBIA AVENUE FRANKLIN TN	37064 TRAILHEAD KIOSK AND ROCK W/
26	26	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 PLAYGROUND EQUIPMENT
27	27	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 PEDESTRIAN BRIDGE-HARPETH R
28	28	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 STACKED ROCK ENTRANCE SIGN
29	29	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 TABLES/BENCHES, BINS/SWINGS
30	30	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 TRAIL SYSTEM, STEPS/RAILINGS
31	31	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 PARK PAVILION
32	32	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 RESTROOMS
33	33	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 PEDESTRIAN BRIDGE 1
34	34	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 PEDESTRIAN BRIDGE 2
35	35	3200 ASPEN GLASPEN GR FRANKLIN TN	37064 PEDESTRIAN BRIDGE 3
36	36	214 N MARGIN STREET FRANKLIN TN	37064 PAVILION 1 ACV
37	37	214 N MARGIN STREET FRANKLIN TN	37064 PAVILION 2 ACV
38	38	COLLINS FARM - 418 LEV FRANKLIN TN	37064 HISTORIC HOME - RC
39	39	COLLINS FARM - 418 LEV FRANKLIN TN	37064 WELL ACV
40	40	COLLINS FARM - 418 LEV FRANKLIN TN	37064 CARRIAGE HOUSE
41	41	DRY BRANCH WETLAND FRANKLIN TN	37064 OBSERVATION DECK
42	42	DRY BRANCH WETLAND FRANKLIN TN	37064 BRIDGE
43	43	DRY BRANCH WETLAND FRANKLIN TN	37064 BRIDGE
44	44	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 CONCESSION STAND RESTROOM
45	45	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 BALLFIELD LIGHTS AND FENCING
46	46	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 PARK PICNIC TABLES BENCHES
47	47	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 STACKED ROCK ENTRANCE SIGN
48	48	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 PAVILIONS 2
49	49	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 SOFTBALL FIELD BLEACHERS
50	50	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 SIGN
51	51	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 SOFTBALL FIELD DUGOUTS
52	52	FIELDSTONE PARK - 1377 FRANKLIN TN	37064 PLAYGROUND EQUIPMENT
53	53	JIM WARREN PARK - 705 FRANKLIN TN	37064 FRONT SHOP BUILDING
54	54	JIM WARREN PARK - 705 FRANKLIN TN	37064 CONCESSION STAND
55	55	JIM WARREN PARK - 705 FRANKLIN TN	37064 PAVILION AND FOUNTAIN
56	56	JIM WARREN PARK - 705 FRANKLIN TN	37064 COWBOYS' CONCESSION STAND
57	57	JIM WARREN PARK - 705 FRANKLIN TN	37064 BASEBALL FIELD LIGHTING FENC
58	58	JIM WARREN PARK - 705 FRANKLIN TN	37064 CONCESSION STAND
59	59	JIM WARREN PARK - 705 FRANKLIN TN	37064 BASEBALL FIELD LIGHTING FENC
60	60	JIM WARREN PARK - 705 FRANKLIN TN	37064 REAR SHOP MAINTENANCE BUILD
61	61	JIM WARREN PARK - 705 FRANKLIN TN	37064 BASEBALL FIELD LIGHTS AND FE
62	62	JIM WARREN PARK - 705 FRANKLIN TN	37064 CONCESSION STAND - PHASE I
63	63	JIM WARREN PARK - 705 FRANKLIN TN	37064 PARK ADMIN BUILDING
64	64	JIM WARREN PARK - 705 FRANKLIN TN	37064 FOOTBALL FIELD 1 LIGHTS AND F
65	65	JIM WARREN PARK - 705 FRANKLIN TN	37064 FOOTBALL FIELD 2 LIGHTS FENC
66	66	JIM WARREN PARK - 705 FRANKLIN TN	37064 BASEBALL FIELD DUGOUTS PHAS
67	67	JIM WARREN PARK - 705 FRANKLIN TN	37064 BASEBALL FIELD DUGOUTS - PHA
68	68	JIM WARREN PARK - 705 FRANKLIN TN	37064 PLAYGROUND EQUIPMENT- PHAS
69	69	JIM WARREN PARK - 705 FRANKLIN TN	37064 TENNIS COURTS LIGHTING AND F
70	70	JIM WARREN PARK - 705 FRANKLIN TN	37064 BASEBALL FIELD DUGOUTS - PHA
71	71	JIM WARREN PARK - 705 FRANKLIN TN	37064 GAZEBO - PHASE IV
72	72	JIM WARREN PARK - 705 FRANKLIN TN	37064 PLAYGROUND EQUIPMENT - PHA

73	73	JIM WARREN PARK - 705 FRANKLIN TN	37064	DECORATIVE STREET LIGHTS
74	74	JIM WARREN PARK - 705 FRANKLIN TN	37064	FOOTBALL FIELD LIGHTS/FENCE
75	75	JIM WARREN PARK - 705 FRANKLIN TN	37064	JIM WARREN PARK SKATE PARK
76	76	JIM WARREN PARK - 705 FRANKLIN TN	37064	MODULAR BUILDING ACV
77	77	JIM WARREN PARK - 705 FRANKLIN TN	37064	STORAGE BUILDING ACV
78	78	JIM WARREN PARK - 705 FRANKLIN TN	37064	BATTING CAGES - PHASE II
79	79	JIM WARREN PARK - 705 FRANKLIN TN	37064	STACKED ROCK ENTRANCE SIGN
80	80	JIM WARREN PARK - 705 FRANKLIN TN	37064	PARK PICNIC TABLES BENCHES
81	81	JIM WARREN PARK - 705 FRANKLIN TN	37064	FOOTBALL COMPLEX FENCING
82	82	JIM WARREN PARK - 705 FRANKLIN TN	37064	FOOTBALL BLEACHERS
83	83	JIM WARREN PARK - 705 FRANKLIN TN	37064	PHASE I PARK SAFETY NETS
84	84	JIM WARREN PARK - 705 FRANKLIN TN	37064	PHASE II PARK SAFETY NETS
85	85	JIM WARREN PARK - 705 FRANKLIN TN	37064	PHASE III BASEBALL BLEACHERS
86	86	JIM WARREN PARK - 705 FRANKLIN TN	37064	PHASE V FOOTBALL SCOREBOAR
87	87	JIM WARREN PARK - 705 FRANKLIN TN	37064	FOOTBALL FIELD 1 BLEACHERS B
88	88	JIM WARREN PARK - 705 FRANKLIN TN	37064	BASEBALL FIELD BLEACHERS PH
89	89	JIM WARREN PARK - 705 FRANKLIN TN	37064	BASEBALL BLEACHERS AND PICN
90	90	JIM WARREN PARK - 705 FRANKLIN TN	37064	BASKETBALL GOALS - PHASE III
91	91	JIM WARREN PARK - 705 FRANKLIN TN	37064	PICNIC SHELTER - PHASE III
92	92	JIM WARREN PARK - 705 FRANKLIN TN	37064	PICNIC SHELTER - PHASE III
93	93	JIM WARREN PARK - 705 FRANKLIN TN	37064	BASEBALL FIELD BLEACHERS - PI
94	94	JIM WARREN PARK - 705 FRANKLIN TN	37064	SIGNS AND STONE WALL
95	95	JIM WARREN PARK - 705 FRANKLIN TN	37064	FOOTBALL FIELD GOAL POSTS 4
96	96	JIM WARREN PARK - 705 FRANKLIN TN	37064	JIM WARREN PARK ENTRANCE SI
97	97	JIM WARREN PARK - 705 FRANKLIN TN	37064	SKATE PARK ARBOR
98	98	JIM WARREN PARK - 705 FRANKLIN TN	37064	BATTING CAGES PHASE I
99	99	JIM WARREN PARK - 705 FRANKLIN TN	37064	FOOTBALL FIELD 3 AND 4 BLEACI
100	100	2080 TURNING LIBERTY F FRANKLIN TN	37064	CONCESSION AND RESTROOMS
101	101	2080 TURNING LIBERTY F FRANKLIN TN	37064	BALLFIELD FENCING AND LIGHTS
102	102	2080 TURNING LIBERTY F FRANKLIN TN	37064	BLEACHERS
103	103	2080 TURNING LIBERTY F FRANKLIN TN	37064	SIGNAGE
104	104	2080 TURNING LIBERTY F FRANKLIN TN	37064	FENCES, BENCHES AND TABLES
105	105	2080 TURNING LIBERTY F FRANKLIN TN	37064	DECORATIVE STREET LIGHTS
106	106	2080 TURNING LIBERTY F FRANKLIN TN	37064	BRIDGE - PHASE II
107	107	2080 TURNING LIBERTY F FRANKLIN TN	37064	PLAYGROUND EQUIPMENT
108	108	2080 TURNING LIBERTY F FRANKLIN TN	37064	ADMINISTRATION BUILDING
109	109	2080 TURNING LIBERTY F FRANKLIN TN	37064	ADMIN BUILDING FENCING ONLY
110	110	2080 TURNING LIBERTY F FRANKLIN TN	37064	DISC GOLFCOURSE - PHASE II
111	111	2080 TURNING LIBERTY F FRANKLIN TN	37064	DOG PARK - PHASE II
112	112	2080 TURNING LIBERTY F FRANKLIN TN	37064	BATTING CAGES
113	113	2080 TURNING LIBERTY F FRANKLIN TN	37064	SCOREBOARDS
114	114	2080 TURNING LIBERTY F FRANKLIN TN	37064	BALL FIELD DUGOUTS
115	115	PINKERTON PARK - 405 M FRANKLIN TN	37064	RESTROOMS
116	116	PINKERTON PARK - 405 M FRANKLIN TN	37064	OBSERVATION AND LOOKOUT
117	117	PINKERTON PARK - 405 M FRANKLIN TN	37064	PLAYGROUND EQUIPMENT
118	118	PINKERTON PARK - 405 M FRANKLIN TN	37064	PEDESTRIAN BRIDGE DECORATIV
119	119	PINKERTON PARK - 405 M FRANKLIN TN	37064	PLAYGROUND EQUIPMENT
120	120	PINKERTON PARK - 405 M FRANKLIN TN	37064	SLACKED ROCK ENTRANCE SIGN
121	121	PINKERTON PARK - 405 M FRANKLIN TN	37064	PARK SHELTER 1
122	122	PINKERTON PARK - 405 M FRANKLIN TN	37064	PARK SHELTER 2
123	123	PINKERTON PARK - 405 M FRANKLIN TN	37064	PARK SHELTER 3
124	124	PINKERTON PARK - 405 M FRANKLIN TN	37064	EXERCISE STATIONS
125	125	405 MURFREE PINKERTO FRANKLIN TN	37064	PERGOLA
126	126	PINKERTON PARK - 405 M FRANKLIN TN	37064	PINKERTON PARK LIFE TRAIL FIT
127	127	411 CENTURY COURT FRANKLIN TN	37064	TRANSFER STATION
128	128	417 CENTURY COURT FRANKLIN TN	37064	SOLID WASTE OFFICE BUILDING
129	129	1117 INCINERATOR ROA FRANKLIN TN	37064	SALT STORAGE BUILDING
130	130	135 CLAUDE YATES ROA FRANKLIN TN	37064	WASTEWATER TREATMENT PLAN
131	131	135 CLAUDE YATES ROA FRANKLIN TN	37064	STORAGE BUILDING
132	132	135 CLAUDE YATES ROA FRANKLIN TN	37064	STORAGE BUILDING
133	133	135 CLAUDE YATES ROA FRANKLIN TN	37064	MAINTENANCE SHOP
134	134	135 CLAUDE YATES ROA FRANKLIN TN	37064	STORAGE BUILDING
135	135	135 CLAUDE YATES ROA FRANKLIN TN	37064	PUMPING STATION
136	136	1364 ASCOT LANE FRANKLIN TN	37064	SEWER LIFT PUMPING STATION

137	137	103 BAYHILL CIRCLE	FRANKLIN	TN	37064	SEWER LIFT PUMPING STATION
138	138	1501 BEDFORD COMMON	FRANKLIN	TN	37064	LIFT STATION
139	139	1811 CARTERS CREEK PI	FRANKLIN	TN	37064	SEWER LIFT PUMPING STATION
140	140	391 CIRCUIT ROAD	FRANKLIN	TN	37064	SEWER LIFT PUMPING STATION
141	141	153 CLIFFE RUN DRIVE	FRANKLIN	TN	37064	LIFT STATION
142	142	403 MCPHAIL COURT	FRANKLIN	TN	37064	LIFT STATION
143	143	1357 HILLSBORO ROAD	FRANKLIN	TN	37064	LIFT STATION
144	144	133 HOLIDAY COURT	FRANKLIN	TN	37064	LIFT STATION
145	145	1729 MALLORY LANE	FRANKLIN	TN	37064	LIFT STATION
146	146	870 OLD CHARLOTTE PI	FRANKLIN	TN	37064	SEWER LIFT PUMPING STATION P
147	147	724 RIVERVIEW DRIVE	FRANKLIN	TN	37064	LIFT STATION
148	148	922 RIVERVIEW DRIVE	FRANKLIN	TN	37064	LIFT STATION
149	149	214 N ROYAL OAKS BLV	FRANKLIN	TN	37064	BOOSTER PUMP STATION
150	150	838 LEWISBURG PIKE	FRANKLIN	TN	37064	WATER TREATMENT PLANT
151	151	838 LEWISBURG PIKE	FRANKLIN	TN	37064	LIFT STATION
152	152	838 LEWISBURG PIKE	FRANKLIN	TN	37064	RAW WATER INTAKE STRUCTURE
153	153	LONG LANE AND ALFRE	FRANKLIN	TN	37064	WATER TANK
154	154	301 DONELSON CREEK P.	FRANKLIN	TN	37064	WATER BOOSTER STATION
155	155	300 ASH DRIVE	FRANKLIN	TN	37064	WATER TANK
156	156	1744 W MAIN ST	FRANKLIN	TN	37064	WATER TANK
157	157	CITY WIDE	FRANKLIN	TN	37064	WATER METERS
158	158	410 COTTON LANE	FRANKLIN	TN	37064	WATER PUMPING STATION
159	159	EDWARD CURD LANE	FRANKLIN	TN	37064	WATER TANK
160	160	HILLSBORO ROAD AT SN	FRANKLIN	TN	37064	METER AND TELEMETRY VAULT
161	161	4315 LONG LANE	FRANKLIN	TN	37064	WATER TANK
162	162	1930 OLD NATCHEZ TRA	FRANKLIN	TN	37064	METER VAULT
163	163	1930 OLD NATCHEZ TRA	FRANKLIN	TN	37064	TELEMETRIC VAULT
164	164	214 N ROYAL OAKS BLV	FRANKLIN	TN	37064	WATER TANK
165	165	124 LUMBER DRIVE	FRANKLIN	TN	37064	MAIN SECOND STORAGE SHED - A
166	166	900 COLUMBIA AVENUE	FRANKLIN	TN	37064	POLICE STATION
167	167	112 SECOND AVE	FRANKLIN	TN	37064	THEATER - ACV
168	168	501 COLUMBIA AVE	FRANKLIN	TN	37064	WEST MAIN AT FIVE POINTS
169	169	108 SECOND AVE S	FRANKLIN	TN	37064	PARKING GARAGE
170	170	115 FOURTH AVE A	FRANKLIN	TN	37064	PARKING GARAGE
171	171	415 CENTURY COURT	FRANKLIN	TN	37064	POLICE SHOOT HOUSE
172	172	415 CENTURY COURT	FRANKLIN	TN	37064	POLICE SHOOTING RANGE TOWE
173	173	415 CENTURY COURT	FRANKLIN	TN	37064	POLICE SHOOTING RANGE STORA
174	174	415 CENTURY COURT	FRANKLIN	TN	37064	POLICE SHOOTING RANGE
175	175	415 CENTURY COURT	FRANKLIN	TN	37064	POLICE SHOOTING RANGE BLEAC
176	176	403 5TH AVE N	FRANKLIN	TN	37064	STORAGE AND SHOP
177	177	429 COOL SPRINGS BLV	FRANKLIN	TN	37064	PERGOLA
178	178	429 COOL SPRINGS BLV	FRANKLIN	TN	37064	PARKING LOT BRIDGE
179	179	418 LEWISBURG AVE	FRANKLIN	TN	37064	SMOKEHOUSE - ACV
180	180	1100 DEL RIO COURT	FRANKLIN	TN	37069	PLAYGROUND EQUIP
181	181	1100 DEL RIO COURT	FRANKLIN	TN	37069	GAZEBO
182	182	7001 MOORES LANE	FRANKLIN	TN	37069	INTERPRETIVE SIGNAGE
183	183	1343 CARNTON LANE	FRANKLIN	TN	37064	TRAINING AND EVENT BLDG - AC
184	184	1343 CARNTON LANE	FRANKLIN	TN	37064	RESTROOMS
185	185	1343 CARNTON LANE	FRANKLIN	TN	37064	MAINTENANCE SHED
186	186	1343 CARNTON LANE	FRANKLIN	TN	37064	FENCING
187	187	239 FRANKLIN RD	FRANKLIN	TN	37064	HARLINSDALE FARM MAIN BARN
188	188	239 FRANKLIN RD	FRANKLIN	TN	37064	HARLINSDALE FARM DOG PARK /
189	189	239 FRANKLIN RD	FRANKLIN	TN	37064	HARLINSDALE FARM BREEDING I
190	190	239 FRANKLIN RD	FRANKLIN	TN	37064	HARLINSDALE FARM MARES BAR
191	191	331 FRANKLIN RD	FRANKLIN	TN	37064	HARLINSDALE FARM MAIN RESIC
192	192	331 FRANKLIN RD	FRANKLIN	TN	37064	HARLINSDALE FARM - HAYES BA
193	193	705 BOYD MILL RD	FRANKLIN	TN	37064	BASKETBALL COURTS BLEACHEF
194	194	705 BOYD MILL RD	FRANKLIN	TN	37064	SHOP YEARD FENCE AND POLE B.
195	195	705 BOYD MILL RD	FRANKLIN	TN	37064	CHEMICAL STORAGE LOCKERS
196	196	705 BOYD MILL RD	FRANKLIN	TN	37064	PARK SIGNAGE
197	197	2080 TURNING WHEEL L	FRANKLIN	TN	37067	SUNSHADES
198	198	405 MURFREESBORO RD	FRANKLIN	TN	37064	SUNSHADES
199	199	405 MURFREESBORO RD	FRANKLIN	TN	37064	PICNIC TABLES ADULT SWINGS
200	200	417 CENTURY COURT	FRANKLIN	TN	37064	COVERED TRUCK SHELTER 1

201	201	417 CENTURY COURT	FRANKLIN	TN	37064	COVERED TRUCK SHELTER 2
202	202	417 CENTURY COURT	FRANKLIN	TN	37064	STORAGE SHED
203	203	417 CENTURY COURT	FRANKLIN	TN	37064	BOPAE SHED
204	204	409 CENTURY COURT	FRANKLIN	TN	37064	GRINDER SHED AND COVER
205	205	409 CENTURY COURT	FRANKLIN	TN	37064	EMPLOYEE SHED AND COVER
206	206	2080 TURNING WHEEL L	FRANKLIN	TN	37067	SALT STORAGE BLDG
207	207	7TH AVE AND 9TH AVE	FRANKLIN	TN	37064	DECORATIVE STREET LIGHTS
208	208	COLUMBIA AVE	FRANKLIN	TN	37064	DECORATIVE STREET LIGHTS
209	209	CAROTHERS PKWY	FRANKLIN	TN	37067	DECORATIVE STREET LIGHTS
210	210	409 CENTURY COURT	FRANKLIN	TN	37064	SCALE HOUSE AND SCALES
211	211	MCEWEN DRIVE AT I 65	FRANKLIN	TN	37067	STACKED ROCK SIGN
212	212	MCEWEN DRIVE AT I 65	FRANKLIN	TN	37067	STACKED ROCK SIGN
213	213	528 EXCALIBUR COURT	FRANKLIN	TN	37067	SEWER LIFT PUMP STATION
214	214	266 PENNYSTONE CIRCL	FRANKLIN	TN	37067	SEWER LIFT PUMP STATION
215	215	301 WATERCRESS DR	FRANKLIN	TN	37064	SEWER LIFT PUMP STATION
216	216	285 SPENCER CREEK	FRANKLIN	TN	37069	SEWER LIFT PUMP STATION
217	217	4318 SOUTH CAROTHERS	FRANKLIN	TN	37067	SEWER LIFT PUMP STATION
218	218	2420 FIELDSTONE PKWY	FRANKLIN	TN	37069	SEWER LIFT PUMP STATION
219	219	1130 HILLSBORO	FRANKLIN	TN	37069	SEWER LIFT PUMP STATION
220	220	344 LAKEMONT CIRCLE	FRANKLIN	TN	37067	SEWER LIFT PUMP STATION
221	221	4128 CLOVERCROFT RD	FRANKLIN	TN	37067	SEWER LIFT PUMP STATION
222	222	1309 OLYMPIA PL	FRANKLIN	TN	37067	SEWER LIFT PUMP STATION
223	223	1100 DEL RIO COURT	FRANKLIN	TN	37069	SEWER LIFT PUMP STATION
224	224	111 TREMONT LANE	FRANKLIN	TN	37064	SEWER LIFT PUMP STATION
225	225	870 TREMONT LANE	FRANKLIN	TN	37064	SEWER LIFT PUMP STATION
226	226	1275 OLD HILLSBORO RC	FRANKLIN	TN	37069	WATER BOOSTER STATION
227	227	400 LEGENDS PARK	FRANKLIN	TN	37069	WATER BOOSTER STATION
228	228	212 OLD PEYTONVILLE R	FRANKLIN	TN	37067	WATER BOOSTER STATION
229	229	4048 COLUMBIA PIKE	FRANKLIN	TN	37064	WATER STORAGE TANK
230	230	231 GENERAL JB HOOD L	FRANKLIN	TN	37069	WATER STORAGE TANK
231	231	405 5TH AVE N	FRANKLIN	TN	37064	UTILITY AND STREETS OFFICES A
232	232	135 CLAUDE YATES RD	FRANKLIN	TN	37064	SEWWER PLANT SHOP
233	233	9384 CLOVERCROFT DR	FRANKLIN	TN	37067	SEWER LIFT PUMP STATION
234	234	1117 INCINERATOR RD	FRANKLIN	TN	37064	EQUIPMENT STORAGE BLDG
235	235	1343 CARNTON LANE	FRANKLIN	TN	37064	GAZEBO
236	236	405 MURFREESBORO RO.	FRANKLIN	TN	37064	PEDESTRIAN BRIDGE

**INLAND MARINE
PROPOSAL FOR:**
CITY OF FRANKLIN, TENNESSEE
109 3RD AVE. SOUTH
FRANKLIN, TN 37064

PREPARED FOR:
PUBLIC RISK INSURORS
205 POWELL PL
BRENTWOOD, TN 37027
Attn: Laura Jungmichel
Phone. 615-369-0646

Date of Proposal: 02/25/2015
Time: 14:46 EST
Quote Number: 001 - 001
SAI: 7747C1162

Account Executive: Virginia Zimmerman
Phone: 615-660-6044
E Mail Address: VRZIMMER@travelers.com

Account Manager: Phyllis Harris
Phone: 615-660-6043
E Mail Address: PLHARRIS@travelers.com

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THIS PROPOSAL IS VALID FOR 180 DAYS OR UNTIL THE PROPOSED EFFECTIVE DATE, WHICHEVER IS SOONER, UNLESS OTHERWISE INDICATED.

Account Name:
CITY OF FRANKLIN, TENNESSEE

Proposal Date: 02/25/2015
Proposed Effective Date: 07/01/2015

Quote Number: 001 - 001
Proposed Expiration Date: 07/01/2016

IM PAK® COMPUTERIZED BUSINESS EQUIPMENT

Location Level Conditions, Coverage and Limits

Location: 1 **Building:** 1
Address:
Scheduled Locations, Per Specifications Submitted
Franklin, TN

<u>Coverage</u>	<u>Limit of Insurance</u>	<u>Annual Rate</u>	<u>Annual Premium</u>
Hardware	\$4,904,594	\$0.1250	\$6,131
Software	See Special Conditions	Included	Included
Business Income and Extra Expense	\$500,000	\$0.1250	\$625
Earth Movement	\$5,000,000	Included	Included
Earth Movement Annual Aggregate	\$5,000,000		
Flood	See Special Conditions		Included
Flood Annual Aggregate	\$5,000,000		
Windstorm	Included		
Total:			\$6,756

Coverage Level Conditions, Coverage and Limits

<u>Coverage</u>	<u>Limit of Insurance</u>
Electronic Vandalism Limit of Insurance	\$10,000
Earth Movement Annual Aggregate for All Locations	\$5,000,000
Flood Annual Aggregate for All Locations	\$5,000,000

Deductible(s)

Coverage Level Deductibles

Basic	\$1,000
Breakdown	\$2,500

Location Level Deductibles

Location 1/1	
Earth Movement	\$25,000
Flood	\$25,000
Windstorm	\$25,000

Premium

Total Annual	\$6,756
Minimum Earned	Included in IM PAK Minimum Earned

Valuation

Replacement Cost

Coinsurance

No Coinsurance

Coverage Modifications and Enhancements

See Attached Listing

Special Conditions

Software Limit of Insurance is included within Hardware Limit of Insurance

Flood Limit - \$5,000,000 per occurrence for Covered Property situated in Flood Zones C or X only.

Account Name:
CITY OF FRANKLIN, TENNESSEE

Proposal Date: 02/25/2015
Proposed Effective Date: 07/01/2015

Quote Number: 001 - 001
Proposed Expiration Date: 07/01/2016

IM PAK® CONTRACTORS EQUIPMENT

<u>Coverage</u>	<u>Limit of Insurance</u>	<u>Rate</u>	<u>Premium</u>
Listed Items – Reporting	\$4,095,484	\$0.4500	\$18,430
Unlisted Items	No Coverage		
Leased or Rented Any One Item	No Coverage		
Coverage Extensions			
Newly Acquired Contractors Equipment	\$500,000		
Replacement Items			
Rental Cost Per Item	\$5,000		
Loss To Any One Replacement Item	\$100,000		
Continuing Rental Payments	No Coverage		
Maximum Amount Of Payment	\$4,095,484		
Earth Movement	\$4,095,484		
Earth Movement Annual Aggregate	\$4,095,484		
Flood	\$4,095,484		
Flood Annual Aggregate	\$4,095,484		
Windstorm	Included		
Deductible			
Basic Deductible	\$1,000		
Flood	\$1,000		
Earth Movement	\$1,000		
Windstorm	\$1,000		
Premium			
Total Annual (includes deposit premium)	\$18,430		
Minimum Earned	Included in IM PAK Minimum Earned		
Reporting and Premiums			
Reporting Period	Annual		
Premium Adjustment Period	Annual		
Listed/Unlisted Items Reporting			
Reported Values Premium Base	\$4,095,484		

Adjustment Rate	\$0.2250
Deposit Premium	\$18,430

Valuation

Listed Items and Unlisted Items (if covered): ACV

Coinsurance

No Coinsurance

Coverage Modifications and Enhancements

See Attached Listing

Account Name:
CITY OF FRANKLIN, TENNESSEE

Proposal Date: 02/25/2015
Proposed Effective Date: 07/01/2015

Quote Number: 001 - 001
Proposed Expiration Date: 07/01/2016

IM PAK® SCHEDULED PROPERTY

Coverage Level Conditions, Coverage and Limits

Description of Covered Items:
Per Schedule on file with company

<u>Coverage</u>	<u>Limit of Insurance</u>	<u>Deductible</u>	<u>Annual Rate</u>	<u>Annual Premium</u>
Covered Items Limit of Insurance (per schedule or application submitted 12/05/2014)	See Special Conditions	See Special Conditions	Varies	\$48,104
Earth Movement	\$10,000,000	\$25,000	Included	Included
Earth Movement Annual Aggregate	\$10,000,000			
Flood	See Special Conditions	\$25,000	Included	Included
Flood Annual Aggregate	\$10,000,000			
Windstorm	Included	\$25,000		

Premium

Total Annual	\$48,104
Minimum Earned	Included in IM PAK Minimum Earned

Valuation

Stated value

Coinurance

None

Coverage Modifications and Enhancements

See Attached Listing

Special Conditions

Limits of Liability

1. Miscellaneous Scheduled Equipment Per Inventory On File with Insured - \$3,764,355
2. Traffic Signals & Traffic Signal Cameras per Inventory on File with Insured - \$14,608,940
3. Early Warning System Per Inventory On File with Insured - \$353,621

4. Interstate Lights On File with Insured - \$1,677,323
5. Portable Radios Per Inventory on File with Insured - \$3,266,600
6. Cell Phones Per Inventory File with Insured - \$40,000
7. Mobile Equipment Per Inventory on File with Insured and Assigned to Police Headquarters / Guns, Tasers, Weapons, Protective Equipment (900 Columbia Ave., Franklin, TN) - \$500,000
8. Copiers per inventory on file with Insured: \$444,000

~~~~~

Total: \$24,654,839

Deductible Schedule:

1. Scheduled Miscellaneous Equipment - \$1,000
2. Traffic Signals - \$25,000
3. Early Warning System - \$1,000
4. Interstate Lights - \$25,000
5. Portable Radios - \$1,000
6. Cell Phones - \$1,000
7. Mobile Equipment Assigned to Police Headquarters (900 Columbia Ave., Franklin, TN) - \$1,000
8. Traffic Signal Cameras and Equipment - \$5,000
9. Roll Out Waste Containers - \$1,000

Maximum Deductible any one Occurrence for All Covered Property - \$25,000

~~~~~

Flood Limit - \$10,000,000 Flood Zones C & X Only.

Account Name:
CITY OF FRANKLIN, TENNESSEE

Proposal Date: 02/25/2015
Proposed Effective Date: 07/01/2015

Quote Number: 001 - 001
Proposed Expiration Date: 07/01/2016

IM PAK® COVERAGE MODIFICATIONS AND ENHANCEMENTS

IM PAK Coverage Modifiers

0440 Minimum Earned Premium
0462 Exception To IL T3 55 Date-Related Loss Exclusion
0626 Computerized Business Equipment Breakdown Deductible
0653 Programming Error E
0674 Reporting Provisions - Contractors Equipment Listed/Unlisted Items
0733 Computerized Business Equipment Off Premises/Transit, \$500,000
0739 Stated Value - Scheduled Property
0775 Waterborne Coverage - \$250,000

IM PAK Coverage Extensions and Additional Coverages

<u>Additional Coverage</u>	<u>Limit of Insurance</u>
Newly Acquired Property - Computerized Business Equipment	Up to \$1,000,000
Newly Acquired Property - Scheduled Property	Up to \$25,000
Computerized Business Equipment At Newly Acquired Premises	Up to \$1,000,000
Computerized Business Equipment In Transit Or While Not At Your Locations	Up to \$75,000
Fire Protective Systems	Up to \$75,000
Valuable Papers and Records	Up to \$50,000
Duplicate Software	Up to \$100,000
Incompatibility of Software	Up to \$25,000
Computerized Business Equipment Expediting Expenses	Up to \$25,000
Debris Removal	Up to 25% / \$75,000
Electronic Vandalism	Up to \$10,000
Fire Department Service Charge	Up to \$25,000
Pollutant Clean Up and Removal	Up to \$25,000
Inventory, Appraisals, and Loss Adjustment Expenses	Up to \$5,000
Contractors Equipment Expediting Expenses	Up to \$2,500
Expendable Supplies	Up to \$1,000
Equipment Control Systems	Up to \$25,000
Charges on Stolen Cellular Telephones	Up to \$5,000
Reward Coverage (not applicable in NY)	Up to 25% / \$2,500

IM PAK Policy Deductible: \$25,000

The policy deductible applies when two or more types of Covered Property are involved in one occurrence of loss and the sum of the applicable Basic Deductibles in that occurrence exceed the Policy Deductible. In this event, we will not deduct more than the Policy Deductible.

IM PAK Minimum Earned Premium: \$10,000

Account Name:
CITY OF FRANKLIN, TENNESSEE

Proposal Date: 02/25/2015
Proposed Effective Date: 07/01/2015

Quote Number: 001 - 001
Proposed Expiration Date: 07/01/2016

COMMUNICATIONS COVERAGE
CM T1 24 Telecommunications Equipment and Media Coverage Form

Telecommunications Towers

Location: 1 Building: 1
Scheduled Locations, Per Specifications Submitted
Franklin, TN

<u>Tower Number - Description</u>	<u>Limit of Insurance</u>
1. Curd Lane - Communication Tower @ 2024 Liberty Pike, Franklin, TN	\$282,507
2. Long Lane - Communication Tower @ 4315 Long Lane, Franklin, TN	\$346,937
3. Lula Lane - Communication Tower @ 1116 Incinerator Rd., Franklin, TN	\$282,507

Transmitting, Receiving and Head End Equipment

<u>Location - Building Number</u>	<u>Limit of Insurance</u>
Location: 1 Building: 1 Scheduled Locations, Per Specifications Submitted Franklin, TN	\$3,000,000

Data and Media

<u>Location - Building Number</u>	<u>Limit of Insurance</u>
Location: 1 Building: 1 Scheduled Locations, Per Specifications Submitted Franklin, TN	\$250,000

Broadcast Media Library	No Coverage
--------------------------------	--------------------

Scenery, Costumes and Theatrical Property	No Coverage
--	--------------------

Improvements and Betterments	No Coverage
-------------------------------------	--------------------

Buildings As Covered by This Form

Location - Building Number

Location: 1 Building: 1
Scheduled Locations, Per Specifications Submitted
Franklin, TN

Limit of Insurance

See Special Conditions

Mobile or Portable Equipment**No Coverage**

Tools, Spare/Replacement Parts and Test Equipment**No Coverage**

Other Property**No Coverage**

Tower Collapse**Location - Building Number**

Location: 1 Building: 1
Scheduled Locations, Per Specifications Submitted
Franklin, TN

Limit of Insurance**\$911,951**

Deductible \$25,000

Valuation Replacement Cost

Coinsurance 80%

Premium

Total Annual Premium	\$13,257
Minimum Earned	None

Coverage Extensions

Tuning of Towers	Up to \$50,000
Preservation of Property	Included
Property at a Temporary Location	Up to \$50,000

Additional Coverages

Debris Removal	Up to 25%/\$25,000
Pollutant Cleanup and Removal	Up to \$15,000
Valuable Papers and Records – Other than Accounts Receivable	Up to \$50,000
Fire Department Service Charge	Up to \$25,000
Fire Protective Systems	Up to \$75,000
Newly Acquired or Constructed Property	Up to \$250,000
Ordinance or Law	Up to \$100,000

Additional Coverages

Inventory, Appraisals, and Loss Adjustment Expenses	Up to \$5,000
Fine Arts	Up to \$50,000
Expediting Expenses	Up to \$25,000
Personal Effects	Up to \$2,500
Rewards (not applicable in NY)	Up to 25%/ \$2,500
Debris Removal of Property Not Covered	Up to \$5,000

Other Terms and Conditions

CM T6 13 – Flood Coverage, See Special Conditions
CM T6 15 – Earthquake Coverage, See Special Conditions

Special Conditions

Flood Limit - \$4,831,048 occurrence & aggregate. Flood Zones C & X Only. / \$25,000 deductible.

Earthquake Limit - \$4,831,048 occurrence & aggregate / \$25,000 deductible

Buildings as Covered by this form:

Curd Lane Communications Building - \$223,032 Limit of Insurance

Long Lane Communications Building - \$223,032 Limit of Insurance

Lula Lane Communications Building - \$223,032 Limit of Insurance

Account Name:
CITY OF FRANKLIN, TENNESSEE

Proposal Date: 02/25/2015
Proposed Effective Date: 07/01/2015

Quote Number: 001 - 001
Proposed Expiration Date: 07/01/2016

PROPOSAL SUMMARY

PREMIUM SUMMARY

Coverage	Premium	Minimum Earned Premium
IM PAK Computerized Business Equipment	\$6,756	Incl in IMPAK Min
IM PAK Contractors Equipment	\$18,430	Incl in IMPAK Min
IM PAK Scheduled Property	\$48,104	Incl in IMPAK Min
Communications	\$13,257	None
Account Total	\$86,547	

** The estimated premium(s) shown above may differ from actual premium(s) shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.*

PAYMENT PLAN
Agency Bill Prepaid

COMPANY
Travelers Property Casualty Company of America

COMMISSION
Inland Commission 15%

QUOTE SUBJECT TO
Acceptable Inspection or Survey

OTHER FORMS
IL T3 79 Cap on Losses from Certified Acts of Terrorism
IL T3 82 Exclusion of Loss Due to Virus or Bacteria

Applicable endorsement and/or modifier relating to exclusion of certain computer related losses due to dates or times will also apply.

RENEWAL POLICY NUMBER(S) (if proposal accepted)
QT-660-1C334198-TIL-15

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

Terrorism Risk Insurance Act of 2002 Disclosure

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses is included in the total premium for each coverage indicated in the account premium summary. The charge for each coverage is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

Coverage	Included Charge For Insured Losses
Commercial Inland Marine	1% of the Commercial Inland Marine Coverage premium.

Proposal

For

CITY OF FRANKLIN

Period:

July 01, 2015 to July 01, 2016

TRAVELERS 

February 25, 2015

CITY OF FRANKLIN

Proposal

Program Summary

PROPOSAL DATE: February 25, 2015

NAMED INSURED: CITY OF FRANKLIN

PROGRAM EFFECTIVE DATE: From July 01, 2015 to July 01, 2016

RATING PLAN(S)

The following rating plan formulas apply for your insurance program:

LOSS RESPONSIVE RATING PLAN(S)

Deductible Plan Computation Formula

Deductible Plan Losses + Deductible Plan Claims Handling Reimbursement Charges + Administrative Expense Reimbursement = Deductible Plan Charges

subject to a

Maximum Loss Content Formula(s)

Maximum Loss Content Rate x Exposure Base, but in no event less than the Minimum Maximum Loss Content Amount shown in the Maximum Loss Content and Minimum Program Cost part of the Program Summary
and a

Minimum Program Cost Formula

Flat Charge, but in no event less than the sum of the minimum amounts shown in other parts of the Program Summary or the Minimum Program Cost whichever is greater.

How we charge for the medical cost containment expense component of ALAE is set forth in the Medical Cost Containment Expense Component of ALAE Exhibit attached to this Proposal and incorporated herein by reference.

NON-LOSS RESPONSIVE RATING PLAN

Non-Loss Responsive Premium Formula (other than Guaranteed Cost Policies):

Non-Loss Responsive Rate(s) x Corresponding Exposure Base(s), but in no event less than any stated Minimum Non-Loss Responsive Premium shown in the Non-Loss Responsive Premiums part of the Program Summary

CITY OF FRANKLIN

Proposal

Program Summary

**Miscellaneous Charges are exclusive of, and in addition to, your Rating Plans.
Your premium and premium tax amounts will include any residual market charges which may be assessed by the various states.**

AMOUNTS RETAINED BY YOU

The following retentions apply:

Deductible Plan Amount(s)	
Workers Compensation & Employers Liability Loss including ALAE	\$100,000

Workers Compensation and Employers Liability Losses including Allocated Loss Adjustment Expenses (ALAE) arising out of a single accident shall be limited to the amount indicated above. For Occupational Disease Claims, this limitation shall apply to each employee.

EXPENSES

	Minimum Amount	Estimated Amount
Administrative Expense Reimbursement	\$34,163	\$34,163
<i>\$0.1052 Per \$100 of Audited Total WC Payroll Excluding Monopolistic States Payroll</i>		
Total Expenses included in the Installment Schedule		\$34,163

CLAIM HANDLING CHARGES

	Basis	Rate
Deductible Plan Claims Handling Reimbursement Charges		
Workers Compensation & Employers Liability	LCF	.080

The Loss Conversion Factor (LCF), expressed as a rate, will apply as follows:

- The LCF will be multiplied by the first \$100,000 of each Workers Compensation and Employers Liability Loss and Allocated Loss Adjustment Expense associated therewith.

The LCF will be applied beginning on the commencement date and according to the billing basis and billing frequency noted in the Key Dates part of this Program Summary.

NON-LOSS RESPONSIVE PREMIUM

	Minimum Amount	Estimated Amount
Workers Compensation Deductible Premium	\$333,611	\$333,611
<i>\$1.0273 Per \$100 of Audited Total WC Payroll Excluding Monopolistic States Payroll</i>		
Total Estimated Non-Loss Responsive Premium		\$333,611

Your premium amounts referenced above will include any residual market charges which may be assessed by the various states.

CITY OF FRANKLIN

Proposal

Program Summary

MAXIMUM LOSS CONTENT AND MINIMUM PROGRAM COST

Amount

Your Loss Responsive Rating Plan is subject to the following maximum and minimums:

Estimated Maximum Loss Content Amount	\$763,000
Minimum Maximum Loss Content Amount	\$763,000

Rating Plan Components Subject to Maximum Loss Content:
WC Deductible Plan Losses

Maximum Loss Content Rate: \$2.3495 Per \$100 of Audited Total WC Payroll Excluding Monopolistic States Payroll

Estimated Minimum Program Cost Amount	\$367,774
---------------------------------------	-----------

Rating Plan Components Subject to the Minimum Program Cost:
Administrative Expense Reimbursement
Workers Compensation Deductible Premium

Minimum Program Cost Rate: Flat Charge

All other rating plan components are NOT subject to the Maximum Loss Content or the Minimum Program Cost.

MISCELLANEOUS CHARGES - SURCHARGES AND ASSESSMENTS

Deposit/Estimated
Amount

Miscellaneous Charges - Surcharges and Assessments included in the Installment Schedule:

\$0

INSTALLMENT SCHEDULE

Amount Due

Payments Begin: July 01, 2015

Rating Plan Obligations:	\$367,774
Full amount payable July 01, 2015.	

Installments Payment: *Remit to Agent/Broker*

Paid Loss Payment: *Remit to Travelers*

Plan Adjustment Payment: *Remit to Travelers*

CITY OF FRANKLIN

Proposal

Program Summary

KEY DATES

	Commencement Date	Billing Frequency	Billing Basis
Deductible Plan			
Deductible Plan Losses	July 01, 2015	Monthly	Paid
Deductible Plan Claims Handling Reimbursement Charges			
Workers Compensation	July 01, 2015	Monthly	Paid
Administrative Expense Reimbursement Adjustment			
Administrative Expense Reimbursement Adjustment	January 01, 2017	Once	As per Expenses Part of Program Summary
Non-Loss Responsive Premium(s)			
Non-Loss Responsive Premium(s) Adjustment	January 01, 2017	Once	As per Non-Loss Responsive Premium part of the Program Summary

- Paid Basis means the amount of each loss actually paid within your plan layer.

IN CONSIDERATION OF OUR OFFERING A DEDUCTIBLE PLAN TO YOU AS PART OF THE LOSS RESPONSIVE RATING PLAN COMPONENT OF OUR PROPOSAL, YOU REPRESENT TO US, AS PART OF YOUR ACCEPTANCE OF OUR PROPOSAL, THAT YOU WILL REIMBURSE US FOR DEDUCTIBLE PLAN LOSSES, ALLOCATED LOSS ADJUSTMENT EXPENSES, DEDUCTIBLE PLAN CLAIMS HANDLING REIMBURSEMENT CHARGES, DEDUCTIBLE PLAN ADMINISTRATIVE EXPENSE REIMBURSEMENT AMOUNTS, APPLICABLE PREMIUM TAXES (IF ANY) AND ANY OTHER DEDUCTIBLE PLAN CHARGES IN ACCORDANCE WITH THE TERMS OF THIS PROPOSAL AND THAT YOU WILL COLLATERALIZE YOUR REIMBURSEMENT OBLIGATION USING COLLATERAL ACCEPTABLE TO US IN FORM, CONTENT, ISSUER AND AMOUNT. YOU UNDERSTAND AND AGREE THAT THIS REPRESENTATION TO US BY YOU CONSTITUTES A MATERIAL REPRESENTATION AND THAT YOUR WILLINGNESS TO PROVIDE US WITH THIS REPRESENTATION IS A MAJOR REASON WHY WE ARE OFFERING YOU A DEDUCTIBLE PLAN AS PART OF OUR PROPOSAL.

COLLATERAL REQUIREMENT

	Cash Collateral
Amount Required for All Policy Years	\$827,289
Currently Holding	\$415,269
Additional or (Return) Amount Due	\$412,020
Collateral Schedule	
Amount Due July 01, 2015	\$412,020

With respect to any form of Collateral other than any Letter of Credit we are currently holding, should your insurance program with us be cancelled or non-renewed, we may at our sole option require you to substitute as Collateral a Letter of Credit satisfactory to us in form, content, issuer and amount for the full amount of such Collateral.

You shall provide such Letter of Credit within fifteen (15) days after your receipt of our notice of the need for any such change in Collateral.

We and you agree that prior to a default we may deplete the cash Collateral and apply such funds against your WC Deductible Plan Obligations. If we require additional cash Collateral and you fail to deliver such additional cash Collateral, we may stop depleting the cash Collateral we hold and bill you for any Obligations. Such actions shall in no way affect the continuing validity of our security interest in the remaining cash Collateral.

CASH COLLATERAL ADJUSTMENT

The amount of cash Collateral held for this Policy year will be adjusted, subject to the Collateral and Remedies Section of the Agreement, pursuant to the formula set forth below.

$$\text{Cash Collateral} = ((\text{Incurred Deductible Losses} \times (1 + \text{Deductible LCF})) \times \text{Loss Development Factor}) - ((\text{Deductible Losses} \times (1 + \text{Deductible LCF})))$$

Losses referenced in the formula are valued as of the Adjustment Dates noted below. The Loss Development Factors referenced in the formula above are also set forth below. "LCF" refers to Loss Conversion Factor.

Workers Compensation and Employers Liability

<u>Adjustment Date</u>	<u>LDF</u>
As of 01/01/17	1.172
As of 01/01/18	1.084
As of 01/01/19	1.053
As of 01/01/20	1.038
As of 01/01/21	1.029
As of 01/01/22	1.023
As of 01/01/23 and annually thereafter	1.000

Proposal**Program Summary**

We will immediately adjust the amount of additional cash Collateral we require pursuant to the formula if, at any time between the scheduled dates referenced above, the amount of cash Collateral we are holding falls below \$82,403, and you shall deliver to us such additional cash Collateral as set forth in the Collateral and Remedies Section of the Agreement.

In addition, we may require of you at any other time between adjustments an increase in the amount of cash Collateral we hold, or in the amount of any Letters of Credit we take as a substitute for the cash Collateral. The amount of the increase will be determined by us in the good faith exercise of our business judgment. Within fifteen (15) days after we have given you written notice of such an increase in cash Collateral, you will deliver to us the additional cash or increase in the amount of the Letters of Credit as is acceptable to us.

SUBSTITUTION OF COLLATERAL**WITH RESPECT TO THE CASH COLLATERAL:**

Subject to your payment of an Administrative Fee as set forth below, you may substitute at any time for the cash Collateral another form of Collateral acceptable to us to secure your Obligations to us, which complies with the terms of the Agreement.

$$\text{Administrative Fee} = \$18,000 \times \frac{\text{Cash Collateral Balance at Substitution Date}}{\text{Total Cash Collateral Paid By You}}$$

The Administrative Fee generated by this formula is a fee for the Agreement for this program effective date only. Should another form of Collateral be substituted for the cash Collateral at any time, a Total Administrative Fee will be assessed to you. This Total Administrative Fee will be the sum of your Administrative Fees for all Agreements for all program years.

ESTIMATED EXPOSURES

Estimated
Exposure
Amount

EXPOSURES APPLICABLE TO OTHER THAN GUARANTEED COST POLICIES:

WC Payroll Deductible Plan States	\$32,474,547
TN	
Total WC Payroll Excluding Monopolistic States	\$32,474,547

EXHIBITS

1. Fraud Statement
2. Medical Cost Containment Expense Component of ALAE Exhibit
3. Miscellaneous Charges Exhibit
4. Special Account Claim Services Exhibit
5. Coverage Overview Exhibit
6. Policy Exhibit
7. Terrorism Exhibit

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

UNLESS ACCEPTED, THE OFFER(S) OF INSURANCE CONTAINED IN THIS PROPOSAL EXPIRE(S) ON MARCH 27, 2015

CITY OF FRANKLIN

Fraud Statement

ARKANSAS, LOUISIANA, NEW MEXICO, VERMONT AND WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CALIFORNIA: Auto: Any person who knowingly makes an application for motor vehicle insurance coverage containing any statement that the applicant resides or is domiciled in this state when, in fact, that applicant resides or is domiciled in a state other than this state, is subject to criminal and civil penalties. Other Than Auto: The "All Other States" statement applies to lines of business other than auto.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, and denial of insurance benefits.

MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MASSACHUSETTS: Auto: If you or someone else on your behalf gives us false, deceptive, misleading, or incomplete information that increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your Policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of operators required to be listed and the answers to questions in this application about all listed operators. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators, including that of the applicant for this insurance. Other Than Auto: The "Kentucky" statement applies to lines of business other than auto.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

CITY OF FRANKLIN

Fraud Statement

NEW YORK: Auto: Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the Department of Motor Vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Other Than Auto: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

PENNSYLVANIA: Auto: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000. Other Than Auto: The "Kentucky" statement applies to lines of business other than auto.

PUERTO RICO: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousands dollars (\$5,000) nor more than ten thousands dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

UTAH: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

ALL OTHER STATES: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

Medical Cost Containment Expense Component of ALAE Exhibit

Your pricing structure consists of the following components, which apply to Workers Compensation Claims with a date of accident beginning with the Program Effective Date set forth on the Program Summary:

- 1.a. There is a 27% charge applied to any Savings resulting from the following medical bill repricing, pharmacy bill repricing and hospital bill audit activity:
 - Application of Preferred Provider Network discounts to physicians' bills, hospital bills and pharmacy bills
 - Repricing as a result of negotiation of out-of-network physicians' bills, pharmacy bills and hospital bills
 - Repricing of medical bills, pharmacy bills and hospital bills by reviewing the bills and applying state rules/edits and proprietary rules/edits
 - Repricing of medical bills, pharmacy bills and hospital bills by manual bill review by our medical review team
 - Repricing to any applicable state-mandated schedule.
 - b. Savings realized from medical bill, pharmacy bill and hospital bill review to which the 27% charge is not applied are:
 - Savings realized from the detection and elimination of duplicate bills
 - Savings achieved by the Claim case manager, i.e. bills containing unrelated/unauthorized treatment
 - Savings achieved by the medical case manager, i.e. bills containing unapproved medical treatment
 - Savings realized from the elimination of non-compensable bills.
- For purposes of this Exhibit, the term "Savings" shall refer to the difference between the amount billed by physician, hospital, pharmacy and other medical providers and the amount we ultimately paid. We adhere to state-mandated fee schedules and/or usual and customary pricing for certain procedures, may contract with preferred provider networks which have contractual arrangements with certain of those providers to perform certain procedures at pre-determined rates (which may be below fee schedule), and may utilize other fee negotiation resources we determine are necessary and appropriate to determine the amount that we should pay on any given medical bill.
2. The 27% charge will be capped at \$10,000 per bill and is charged to the Claim file as an Allocated Loss Adjustment Expense, unless we are required by state law to charge it to the Claim file as a different component of the applicable rating plan. The \$10,000 per bill cap applies to bills with a date of service beginning with the Program Effective Date set forth on the Program Summary.
 3. Certain items are still charged separately to the Claim file as Allocated Loss Adjustment Expenses. These items include but are not limited to:
 - Utilization Review [pre-certification and concurrent review] services charged on a per activity basis
 - Independent medical examinations*
 - Second opinions by a physician*
 - Chiropractic reviews
 - Physician advisor programs.

*unless ordered by an industrial board or state equivalent, in which case it is treated as Medical.

CITY OF FRANKLIN

Miscellaneous Charges Exhibit

1. Workers Compensation Assessments Applicable to the following States:

State	Fund	Assessment Basis	Estimated Rate	Line of Insurance	Estimated Assessment Deposit
DC	Dept. Labor Spec Fnd/Admn Fund	Unlimited Paid Losses (Excluding ALAE)	12.68%	WC	\$0
GA	Second Injury Fund	Unlimited Paid Losses (Excluding ALAE)	7.18%	WC	\$0
KS	Admin. Fund/WC Fund	Unlimited Paid Losses (Excluding ALAE)	5.23%	WC	\$0
SC	Second Injury Fund	Unlimited Paid Losses (Excluding ALAE)	8.09%	WC	\$0

Notes Applicable to 1. Above:

- i. These Assessments apply to all Paid Losses and to Deductible Plan Losses.
- ii. These Assessments will be levied on the basis of unlimited Paid Losses and Deductible Plan Losses (excluding ALAE) for D.C. and the States of Georgia, Kansas, and South Carolina. We have, however, agreed that the maximum Assessment amount that we will charge you on any one loss will be \$250,000. This is a cap on the amount of the Assessment that we will charge you for any one loss. It is not a cap on the loss amount used to calculate the Assessment, nor is it a cap on the total Assessment amount which you owe for all losses.
- iii. For each of these states, we will collect a deposit amount which is calculated by multiplying the estimated rates displayed in 1. above times our estimate of your Paid Losses and Deductible Plan Losses paid at eighteen (18) months after Policy inception for the indicated Assessment basis noted above.
- iv. As of eighteen (18) months after the effective dates of the Policies, and annually thereafter, we will adjust the amounts which you owe for the Assessments:
 - Actual Assessment rates of loss, as promulgated by these states, will be applied to your Paid Losses and Deductible Plan Losses in the same manner and for time periods corresponding to the Assessment periods to which the actual state rates apply.
 - For Paid Loss and Deductible Plan Loss Assessment periods for which the actual Assessment rate(s) has not yet been determined by the state(s) as of the time of our first eighteen (18) months and/or subsequent annual adjustment, we will apply the latest known rate(s) to arrive at an estimated Assessment amount for that period. At the time of the next adjustment, this estimated rate will be replaced by the actual rate applicable to that Assessment period, and we will recompute the Assessment amount for that period.

2. Surcharges

CITY OF FRANKLIN

Miscellaneous Charges Exhibit

State	Fund	Surcharge Basis	Rate	Line of Insurance	Estimated Surcharge Liability
AK	Insurance Guaranty Fund(AIGA)	Written Premium**	2.00%	WC	\$0
CA	User Tax	Modified Tariff Premium	0.71%	WC	\$0
CA	Fraud Assessment	Modified Tariff Premium	0.18%	WC	\$0
CA	Subsequent Injury Fund	Modified Tariff Premium	0.05%	WC	\$0
CA	Insurance Guaranty Fund(CIGA)	Written Premium**	1.83%	WC	\$0
CA	CIGA All Other	Written Premium	0.00%	GL	\$0
CA	Uninsured Empl. Fund	Modified Tariff Premium	0.12%	WC	\$0
CA	OSHA Fund Surcharge	Modified Tariff Premium	0.23%	WC	\$0
CA	LECF Surcharge	Modified Tariff Premium	0.15%	WC	\$0
CT	Admin. Fund	Incurred Losses@ \$250,000#	2.50%	WC	\$0
CT	Second Injury Fund	Modified Tariff Premium	2.75%	WC	\$0
DC	Second Injury Fund	Written Premium**	2.26%	WC	\$0
FL	Cat Fund Emergency Assessment	Written Premium	0.00%	AL	\$0
FL	Cat Fund Emergency Assessment	Written Premium	0.00%	APD	\$0
FL	Cat Fund Emergency Assessment	Written Premium	0.00%	GL	\$0
FL	Guar Fund Surcharge	Written Premium	0.00%	GL	\$0
FL	Guar Fund Emerg Surch	Written Premium	0.00%	GL	\$0
FL	2007 Guar Fund	Written Premium	0.00%	GL	\$0
FL	2008 FL Guaranty Fund	Written Premium	0.00%	GL	\$0
FL	2011 Guar Fund	Written Premium	0.00%	GL	\$0
GA	Insolvency Pool Surcharge	Written Premium**	0.00%	WC	\$0
IA	Second Injury Fund (IASIFS)	Written Premium**	0.00%	WC	\$0
IL	Industrial Commission Op Fund	Written Premium**	1.01%	WC	\$0
IN	Second Injury Fund	Written Premium**	0.70%	WC	\$0
KY	Special Fund	Modified Tariff Premium	6.17%	WC	\$0
KY	Premium Surcharge	Written Premium	1.80%	AL	\$0
KY	Premium Surcharge	Written Premium	1.80%	APD	\$0
KY	Premium Surcharge	Written Premium	1.80%	GL	\$0
MA	Special/Trust Fund	Modified Tariff Premium*	7.73%	WC	\$0
ME	Fresh Start Surcharge	Modified Tariff Premium	0.00%	WC	\$0
ME	Board Funds	Modified Tariff Premium	2.69%	WC	\$0

CITY OF FRANKLIN

Miscellaneous Charges Exhibit

ME	Supplemental Benefits	Modified Tariff Premium	0.00%	WC	\$0
MN	Special Fund	Modified Tariff Premium	5.70%	WC	\$0
MN	WCRA Assessment	Modified Tariff Premium	0.00%	WC	\$0
MO	Second Injury Fund (MOSIFS)	Modified Tariff Premium	6.00%	WC	\$0
MO	Administrative Surcharge	Modified Tariff Premium less Written Premium**	1.00%	WC	\$0
MT	Subsequent Injury Fund	Modified Tariff Premium	0.46%	WC	\$0
MT	Regulatory Assessment	Modified Tariff Premium	1.84%	WC	\$0
MT	SAW/RTW ASST. FUND	Modified Tariff Premium	0.00%	WC	\$0
NJ	Second Injury Fund (NJSIFS)	Modified Tariff Premium	6.07%	WC	\$0
NJ	Guaranty Assn.	Written Premium	0.90%	AL	\$0
NJ	Guaranty Assn.	Written Premium	0.90%	APD	\$0
NJ	Guaranty Assn.	Written Premium	0.90%	GL	\$0
NJ	Uninsured Empl. Fund	Modified Tariff Premium	0.00%	WC	\$0
NY	Enforcement Fee	Number of Vehicles	\$10.00	AL	\$0
NY	NY Boards Funds Surcharge	Modified Tariff Premium	13.20%	WC	\$0
NY	NY Security Fund	Written Premium**	0.00%	WC	\$0
OR	Admin. Fund	Modified Tariff Premium	6.20%	WC	\$0
OR	Guar. Fund Recoupment	Written Premium	0.00%	AL	\$0
OR	Guar. Fund Recoupment	Written Premium	0.00%	APD	\$0
OR	Guar. Fund Recoupment	Written Premium	0.00%	GL	\$0
OR	Guar. Fund Recoupment	Written Premium	0.00%	WC	\$0
PA	Supersedeas/2nd Inj/Admin Fund	Modified Tariff Premium	1.95%	WC	\$0
TX	TX Auto Theft Prevention Auth.	Number of Vehicles	\$2.00	AL	\$0
VT	Admin. Fund	Written Premium**	1.61%	WC	\$0
WV	Surcharge	Written Premium	0.55%	AL	\$0
WV	Surcharge	Written Premium	0.55%	APD	\$0
WV	Surcharge	Written Premium	0.55%	GL	\$0
WV	Surcharge	Written Premium	0.55%	WC	\$0
WV	Regulatory Surcharge	Modified Tariff Premium	5.00%	WC	\$0
WV	WC Debt Reduction Surcharge	Modified Tariff Premium	9.00%	WC	\$0

3. Assessments - Other than those Assessments which are listed in 1. above

CITY OF FRANKLIN

Miscellaneous Charges Exhibit

State	Fund	Assessment Basis	Rate	Line of Insurance	Estimated Assessment Liability
AL	DIA Fund	Incurred Losses@ \$250,000#	0.60%	WC	\$0
AR	WC Comm Fund et al	Modified Tariff Premium	3.20%	WC	\$0
CO	Various	Modified Tariff Premium	1.16%	WC	\$0
FL	Admin. Fund	Modified Tariff Premium	1.56%	WC	\$0
FL	Guaranty Fund	Modified Tariff Premium	0.00%	WC	\$0
ID	Industrial Admin. Fund	Modified Tariff Premium	2.07%	WC	\$0
MI	Various	Modified Tariff Premium	1.20%	WC	\$0
MI	Catastrophic Claims Assn. Asst	Written Premium	5.90%	AL	\$0
NE	2nd Injury & Voc. Rehab.	Incurred Losses@ \$250,000#	1.28%	WC	\$0
NJ	Unsatisfied Claim Judgmt. Fund	Written Premium	1.58%	AL	\$0
NM	Uninsured Empl. Fund	Incurred Losses@ \$250,000#	0.00%	WC	\$0
RI	Admin. Fund/WC Fund	Modified Tariff Premium	7.51%	WC	\$0
TX	Maint. Tax/Guaranty Fund	Modified Tariff Premium	1.69%	WC	\$0
US	USL&H Second Injury Fund	Incurred Losses@ \$250,000#	10.56%	WC	\$0

Notes Applicable to 2. and 3. Preceding:

- i. Those Surcharges and Assessments which are levied on the basis of Incurred Loss are calculated based on a loss limit of \$250,000. This means that the Assessment or Surcharge is based on the first \$250,000 of each loss. A charge has been made in the Assessment or Surcharge rate for the loss limitation and the rates for Assessments include the applicable state premium tax rate. Further, with respect to Surcharge and Assessment Basis, # means all Incurred Losses and Deductible Losses are included.
- ii. For those Surcharges and Assessments which are levied on the basis of premium, the following definitions shall apply:

*Massachusetts: Modified Tariff Premium excluding ARAP (All Risks Adjustment Program) and before application of premium discount and deductible credit.

**For Deductible Plan Policies in these states, Written Premium means Modified Discounted Tariff Premium after application of deductible credit.
- iii. For the purpose of calculating your surcharge and assessment liability, Modified Tariff Premium shall mean manual premium after application of experience modification, but prior to application of any deductible credit.
- iv. For the purpose of calculating your surcharge and assessment liability, Modified Discounted Tariff Premium shall mean manual premium after application of experience modification and premium discount, but prior to application of any deductible credit.

Miscellaneous Charges Exhibit

- v. For the purpose of calculating your surcharge and assessment liability , Written Premium shall mean earned loss responsive premium plus Non-Loss Responsive Premium.

CITY OF FRANKLIN

Special Account Claim Services Exhibit

Travelers Claim Services are designed with the goal of providing you with consistent, high quality claim service. You may report claims by using our 1-800 telephone claim number, available 24 by 7 by 365. You may also report using our Internet claim reporting facility. Acknowledgements of claims and closing notices will be automatically mailed.

CAE Assignment

A Claim Account Executive (CAE) will coordinate, meet with you, and assist in your dealings with Travelers Claim Department.

Confirmation of Special Account Claim Services

With acceptance of our proposal, your CAE will confirm the following services in a SAC (Special Account Claim) Letter. We plan to advise you of the following.

Workers Compensation Claim Alerts

Sent to

Charge

Reserve Advisory with Rationale at \$25,000

SAC Contacts

Included

Additional Claim Alerts due to:

SAC Contacts

Included

Controverted Claim

Fatality

Catastrophic Injury

Return to Work cannot be accommodated

Actual Return to Work

Legal Event

Large Indemnity Payment at \$25,000 or more.

In addition to the Workers Compensation Claim Alerts above we plan to advise you of the following.

Advisory Events

Line of Insurance

Level

Method

Hearing Notification

Workers Compensation

All

e-Mail

Proposed Settlement

Workers Compensation

\$25,000 or more

e-Mail

Suit Acknowledgement

Workers Compensation

All

e-Mail

Surveillance Assignment

Workers Compensation

All

e-Mail

For the term of this proposal we plan to hold one (1) Claim File Review(s) for Open Claims with an incurred value of \$25,000 or more at our designated regional site. If more Claim File Reviews are requested we will charge for additional meetings.

Service Term / Additional Services

This proposal applies to the claim services described herein for claims which are open, opened, or reopened during the policy period to which this proposal applies.

Any services or guidelines you request that are in addition to the services or guidelines referenced in this proposal may be subject to an additional charge to which the parties must agree in order for any such additional services or guidelines to be made a part of this proposal.

Any variations or additions to the service levels referenced above will NOT (subject to applicable law) be provided

Special Account Claim Services Exhibit

beyond the expiration of the policy period to which this proposal applies, unless the parties agree to an additional charge for us to continue to provide these services.

CITY OF FRANKLIN

Coverage Overview Exhibit

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

WORKERS COMPENSATION / EMPLOYERS LIABILITY

NATIONAL COUNCIL STANDARD FORMS

Ed. 7-11 Applicable in all states covered by the policy.

WC 00 00 00

POLICY DECLARATIONS

Item 1. Named Insured: As per Schedules or WC 99 06 01

Item 3.A. States of: TN

WC 00 00 01

Item 3.C. All Other States Except AK, ND, OH, WA, WY

LIMITS

Part I Statutory

Part II Bodily Injury by Accident

\$1,000,000 Each Accident

Bodily Injury by Disease

\$1,000,000 Policy Limit

Bodily Injury by Disease

\$1,000,000 Each Employee

OTHER ENDORSEMENTS

• Catastrophe (other than Certified Acts of Terrorism)

WC 00 04 21

• Employer's Liability Coverage

WC 00 03 03

• Federal Terrorism Risk Insurance Act Disclosure

WC 99 06 G7
WC 99 06 K7

• Notification of Change in Ownership

WC 00 04 14

• Voluntary Compensation and Employer's Liability
Schedule

WC 00 03 11

Employees:

All Employees not subject to the Workers' Compensation Law.

State

All States except NJ, ND, OH, WA, WI and WY

Designated WC Law:

State of Hire

THE POLICIES WILL ALSO INCLUDE ANY RETROSPECTIVE RATING ENDORSEMENTS AND/OR DEDUCTIBLE ENDORSEMENTS AND ALL STATE-MANDATED ENDORSEMENTS AS APPLICABLE.

THE POLICIES WHEN ISSUED WILL, WITHOUT NOTICE, REPLACE AND SUPERSEDE THIS AND ALL OTHER CORRESPONDENCE WHICH DOCUMENTS THE INSURANCE COVERAGE REFERENCED HEREIN.

CITY OF FRANKLIN

Coverage Overview Exhibit

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

CITY OF FRANKLIN

Policy Exhibit

1. Insurance Policies

Policy Number	Type of Coverage	States	Plan Type	Company
---------------	------------------	--------	-----------	---------

The Policies shown above are issued in one or more of the following Travelers companies:

ACJ	Travelers Casualty Insurance Company of America
ACR	Travelers Casualty and Surety Company
ACT	Travelers Casualty Company of Connecticut
AFC	Farmington Casualty Company
ASA	The Travelers Casualty and Surety Company of America
ASF	The Standard Fire Insurance Company
COF	The Charter Oak Fire Insurance Company
IND	The Travelers Indemnity Company
INS	The Travelers Insurance Company
PHX	The Phoenix Insurance Company
SPF	St. Paul Fire and Marine Insurance Company
SPG	St. Paul Guardian Insurance Company
SPM	St. Paul Mercury Insurance Company
TCT	The Travelers Indemnity Company of Connecticut
TIA	The Travelers Indemnity Company of America
TIL	Travelers Property Casualty Company of America
TLC	The Travelers Lloyds Insurance Company
TMO	Travelers Commercial Casualty Company
TIC	Travelers Insurance Company of Canada

The above companies have an address of One Tower Square, Hartford, CT 06183-7312, except for St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company which have an address of 385 Washington Street, St. Paul, Minnesota 55102, and St. Paul Fire and Marine Insurance Company, which has an address of 385 Washington Street, St. Paul, Minnesota 55102, and Suite 300, 20 Queen St. West, Toronto, Ontario M5H 3R3.

The omission of any Policy from this Policy Exhibit, or the incorrect reference to any Policy or Policy Number, shall not relieve you of any of your duties or Obligations under this Agreement or under the Policies.

Terrorism Exhibit

Terrorism Risk Insurance Act of 2002 Disclosure

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses is included in the total premium for each coverage indicated in this Proposal. The charge that has been included for each coverage is indicated below and does not include any charges for the portion of losses covered by the federal government under the Act.

Coverage	Included Charge For Insured Losses
Workers' Compensation	For deductible and guaranteed cost Policies with exposures in states other than Alaska, Arizona, Florida, North Carolina, Texas, and Wisconsin: 4% of the total Workers Compensation premium. These policies will be subject to any applicable adjustments or audits. Exposures in Alaska, Arizona, Florida and North Carolina: The rate used to develop your premium is \$0.01 per \$100 of state remuneration. Exposures in Texas and Wisconsin: The rate used to develop your premium is \$.02 per \$100 of state remuneration. Note: These rates are subject to change at any time based upon state regulatory action.

Commission Documentation

For

CITY OF FRANKLIN

Period:
July 01, 2015
to
July 01, 2016



February 25, 2015

DATE: February 25, 2015

PROPOSAL DATE: February 25, 2015

NAMED INSURED: CITY OF FRANKLIN

PROGRAM EFFECTIVE DATE: From July 01, 2015 to July 01, 2016

The Proposal dated February 25, 2015 for the above named insured does not include any agent or broker commission.

It is the agent or broker's responsibility to comply with any applicable laws regarding commission or other compensation we pay (if any) in connection with any Policy or program.



Travelers Companies
Public Sector Services
1000 Windward Concourse, Suite 100
Alpharetta, GA 30005
Phone 678-317-7525
Fax 877-806-1787

INSURANCE PROPOSAL

Created for
City of Franklin, TN

Effective Date	Expiration Date
July 1, 2015	July 1, 2016

Presented by
TN Risk Management Partners

Prepared by	
<i>Account Executive:</i>	<i>Territory Manager:</i>
Eric Beaver	Dan Stimax

Date Prepared
February 26, 2015

Travelers Companies
A.M. Best Rating A++ (Superior)

IMPORTANT: Proposed coverages are provided by the company's forms, subject to the terms, conditions and limitations of the policy (ies) in current use by the company. The policies themselves must be read for specific details. No warranty is made or implied regarding compliance with any bid specifications, unless such provisions are a part of the proposal.

<i>Line of Business</i>	<i>Company</i>	<i>Policy Number</i>
Workers Compensation	Travelers Indemnity Company	3B609033

ABOUT TRAVELERS

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. The company reported 2013 revenues of \$26 billion and total assets of \$103.8 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. Travelers is headquartered in St. Paul, Minnesota, with significant operations in Hartford, Connecticut. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 33,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability, are as follows:

A.M. Best	A++	(A++ is the highest of 16)
Standard & Poor's	AA	(AA is the 3rd highest of 21)
Moody's	Aa2	(Aa2 is the 3rd highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments.
- Large public entity property business – including schedules in excess of \$250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

Underwriting

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

Claim Services

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

Risk Control Services

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

RISK CONTROL RESOURCES

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- **The Public Sector Risk Control Seminars:** The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- **Travelers Web Site:** As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials, or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses....<http://www.travelers.com/riskcontrol>
- **Public Sector Risk Control Answer Line:** Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. Ask Risk-Control@Travelers.com.
- **Employment Practices Liability Risk Management Resources:** Our EPL resources include:
 - 1) Free access to an Internet-based resource site with a wealth of employment practices information including emerging issues in employment law, sample handbook, best practices for policies and procedures, articles, searchable library and much more:
 - 2) 800# Hotline for free general guidance from an attorney who specializes in employment law and can answer questions about workplace concerns.
 - 2) Hundreds of vendor web-based risk management training courses which are available from any computer with internet access, anytime 24/7. Travelers clients simply set up an account with the vendor and receive a 15% discount off retail pricing. Additional volume discounts are applied on purchases of \$1,000 or more.
- **CyberFirst:** eRisk Hub is a private web based portal containing information and technical resources that can assist in the prevention of network, cyber and privacy events and provide timely support if an incident occurs.
- **In the Public Interest Newsletter:** Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY
--

Coverage	Limit
----------	-------

Total Payroll:	\$	32,474,547
Experience Modification:		0.700
Deductible Amount:	\$	-
Deductible Type:		

Employers Liability

Bodily Injury by Accident Each Accident Limit	\$	1,000,000
Bodily Injury by Disease Total Limit	\$	1,000,000
Bodily Injury by Disease Each Employee Limit	\$	1,000,000

Important Note:

The experience rating modification factor applied to this policy may change.

We will apply any change in accordance with our manual rules and state law.

A change in your experience rating modification may increase or decrease your premium.

Terrorism Risk Insurance Act of 2002 Disclosure

Entity Name: City of Franklin, TN

Agency: TN Risk Management Partners

State: Tennessee

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the Federal Government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for coverages other than workers' compensation are automatically provided at the additional premiums shown below. The charge for this exposure for workers' compensation is an additional premium, which is reflected separately within this proposal. The charge for each coverage does not include any charge for the portion of losses covered by the Federal Government under the Act.

<u>Coverage</u>	<u>Included Charge For Insured Losses</u>
Property	3% of the total Property Coverage premium.
Inland Marine	1% of the applicable premium.
Workers' Compensation	See workers compensation premium schedule. Note – terrorism premium charges are subject to change at any time based on state regulatory action.
All other coverages subject to TRIA	1% of the applicable premium.



Account Executive: Eric Beaver
Fax Number: 877-806-1787

ACCOUNT PREMIUM SUMMARY & PROVISIONAL BILL

Entity Name: City of Franklin, TN

Agency: TN Risk Management Partners

State: Tennessee

Agency Code: ODCK59

Agent Name: Public Risk Insurors

Phone: (615) 369-0646

This notice serves as a premium summary and provisional bill. If a delay in the issuing of a policy, endorsement or premium bearing instrument occurs, and we issue either a premium bearing instrument or an individual bill, you are obligated to remit premium to us before we issue the policy or endorsement. Payment from you on individual bills is due on the date specified on the bill. To bind coverage:

- Place a checkmark in the box next to the payment plan and lines of business to be bound;
- Sign this form and fax or email to the underwriter named above.

The premium below may differ from actual policy premiums due to installment charges, estimated taxes, surcharges, and rounding.

AGENCY BILL PAYMENT PLAN OPTIONS	INSTALLMENT CHARGE	SELECTION
Full Payment - due at inception	None	
2 Pay - 50% due at inception, 50% due at 6th month	None	
4 Pay - 25% due at inception, 25% due at 4th, 7th & 10th month	None	

COVERAGE:	PREMIUM	INSUREDS SELECTION	POLICY NUMBER
Workers Compensation	\$835,044		3B609033
Total Premium	\$835,044		

Signature:

Date:

OTHER INFORMATION

This proposal pricing assumes all lines of quoted coverage, including workers compensation as outlined in separate proposal documents, are bound. If any quoted line is not bound we reserve the right to re-price any remaining lines.

GENERAL CONDITIONS

THE FOREGOING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

IN ADDITION TO THE POLICY ENDORSEMENTS OUTLINED IN THIS PROPOSAL/QUOTE, ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS WILL INCLUDE STATE-MANDATED AND/OR TRAVELERS-REQUIRED POLICY ENDORSEMENTS THAT MAY AFFECT COVERAGE.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.



COMMISSION

Entity Name: City of Franklin, TN

Agency: TN Risk Management Partners

COVERAGE	COMMISSION
Workers Compensation	5.00%



Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183

CP-68-20 07-08

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0091)

Attachment No. 3

Certificates of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
4/10/2015	Golden Empire Insurance Agency	Not indicated	City of Franklin	Commercial General Liability	2/26/2016
				Cyber-Data Breach	2/26/2016
				Crime	2/26/2016
5/4/2015	Westar Insurance Brokers, Inc.	Not indicated	City of Franklin Tennessee	Errors & Omissions Liability	4/25/2016



CERTIFICATE OF LIABILITY INSURANCE

TNRMP-1

OP ID: GM

DATE (MM/DD/YYYY)

04/10/2015

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 Golden Empire Insurance Agency 28720 Roadside Drive Ste. 376 Agoura Hills, CA 91301 Greg Lipp		Phone: 818-597-7880 Fax: 818-597-0078		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Tennessee Risk Management Partners LLC 205 Powell Place Brentwood, TN 37027		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company 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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	X	B6011279660	02/26/2015	02/26/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ Hired AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber-Data Breach		B6011279660	04/08/2015	02/26/2016	See Below
A	Crime		B6011279660	04/08/2015	02/26/2016	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Franklin is named as Additional Insured on the General Liability coverage section per "Blanket Additional Insured form #SB-146932-E" attached.
Cyber: Data Breach (Claims Made) \$500,000 Occ / \$500,000 Agg - \$5,000 Ded
Crime: Employee Dishonesty \$500,000 - \$500 Deductible

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
109 3rd Avenue
Franklin, TN 37064

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
Greg Lipp

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability



due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under Liability and Medical Expenses Definitions do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY - DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

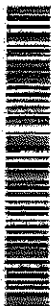
1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D - Liability and Medical Expenses Limits of Insurance.



Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:**

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:**

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;

- (3) Any manager, if you or an additional insured is a limited liability company;

- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

- (5) Any trustee, if you or an additional insured is a trust; or

- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1. Not done intentionally by or at the direction of:

- a. The insured; or

- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, Section B.:

**(15) Discrimination Relating to Room,
Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (Expanded Personal and Advertising Injury) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14. Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2015

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 Westar Insurance Brokers, Inc. 333 City Blvd West, 17th Fl. Orange, CA 92868		CONTACT NAME: PHONE: (A/C, No, Ext) 714-941-0558 FAX: (A/C, No, Ext) 877-314-3599 EMAIL ADDRESS: Richard@westarins.com PRODUCER CUSTOMER ID#: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Tennessee Risk Management Partners dba: Public Risk Insurors 205 Powell Place Brentwood, TN 37027 1249568		INSURER A: Liberty Insurance Underwriters, Inc. 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	☐	☐				EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Each occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPROP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Each accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$	☐	☐				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER ☒ Errors & Omissions Liability CLAIMS MADE AND REPORTED	☐	☐	ABP177286-0115	04/25/2015	04/25/2016	Each Claim	\$ 1,000,000.00
							Aggregate	\$ 1,000,000.00
							DEDUCTIBLE	\$2,500.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**CLAIMS MADE**

Coverage applies only to the wrongful acts as the result of Professional Services as defined in the policy and subject to all terms, conditions and exclusions of the policy and all its endorsements.

CERTIFICATE HOLDER**CANCELLATION**City of Franklin Tennessee
109 3rd Avenue South
Franklin, TN 37064

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