



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, March 24, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0291](#) Consideration of Event Permit for the Main Street Festival on April 25-26, 2015 sponsored by the Heritage Foundation in Downtown Franklin (03/24/15 WS)

Sponsors: Deb Faulkner
Attachments: [MSF 2015 REVISED App.pdf](#)
2. [15-0313](#) Presentation of Proposed Carter Hill Battlefield Park.

Sponsors: Eric Stuckey and Lisa Clayton
Attachments: [FY2016 Carter Hill Battlefield Park Overall Budget Request.pdf](#)
[Carter Hill Battlefield Park Proposal](#)
[14015 Carter Hill Park Exhibit 36x36.pdf](#)
3. [15-0274](#) Battlefield Preservation Commission Update

Sponsors: Amanda Rose
Attachments: [Battlefield Preservation Comm UPdate 03-24-15.pdf](#)
[BPC Update Presentation 3.24.15](#)
4. [14-545](#) Consideration of Ordinance 2014-28 Amending Table 3-2 of the Zoning Ordinance: Permitted Uses and Chapter 8 Definitions, to Allow Short-Term Vacation Rentals in Various Zoning Districts (10/23/14 FMPC 7-0; 4-14-15 BOMA 1st Reading 8-0; 5-26-15 BOMA 2ND Reading 7-0); THIRD AND FINAL READING

Sponsors: Vernon Gerth and Chris Bridgewater
Attachments: [2014-28 FMPC 10-23-14](#)
[2014.09.20 transient rental cabin information memo-rev 1](#)
[Metro Ordinance - STVR Vacation Rentals 04-2015.docx](#)

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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11/11/14	Work Session	referred to the Work Session
11/11/14	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen
11/25/14	Work Session	deferred
11/25/14	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen
3/10/15	Work Session	referred to the Work Session

5. [15-0319](#) *Professional Services Agreement (COF Contract No. 2015-0058) with Garver for Construction Engineering and Inspection Services for the Fieldstone Farms Pump Station No. 1 Improvements Project in an Amount Not to Exceed \$196,000.00; (03/24/15 WS)

Sponsors: Engineering

Attachments: [COF Contract No. 2015-0058 PSA - CEI Services for Fieldstone Farms Pump S](#)
 [COF Contract No. 2015-0058 PSA Scope of Services - CEI Services for Fieldst](#)

6. [15-0292](#) Presentation and Discussion of the Drainage Improvements to the Figuers Drive and 400-Block Battle Avenue Areas

Sponsors: Paul Holzen

Attachments: [Exhibit A - Figuers Drive Area Survey.pdf](#)
 [Exhibit B - Figuers Drive Area Drainage Map.pdf](#)
 [Exhibit C - Figuers Drive 5-Year Flows.pdf](#)
 [Exhibit D - Figuers Drive East Option 1.pdf](#)
 [Exhibit E - Figuers Drive East Option 2.pdf](#)
 [Exhibit F - Figuers Drive West.pdf](#)
 [Exhibit G - 400-Block Battle Avenue Watershed.pdf](#)
 [Exhibit H - 400-Block Battle Avenue Detention Ponds.pdf](#)
 [Exhibit I - Figuers Drive Flooding Pictures.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](#)

8. [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

9. [15-0284](#) *Consideration of a Contract with Socrata for Technology Services, COF Contract 2014-0349, in an amount of \$24,989.00.

Sponsors: Michael Walters Young and Eric Stuckey

Attachments: [Socrata Open Government Demo.pdf](#)
[FranklinForward Progress Update - 11112014](#)
[KCSTAT TMBP Presentation 3.27.14 FINAL](#)
[Socrata contract.pdf](#)

Legislative History

3/12/15 Budget & Finance referred to the Work Session
 Committee

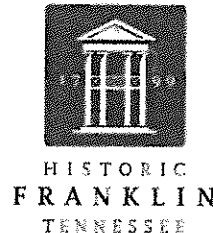
Other Business

Adjournment

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

OFFICE USE ONLY:

Permit No: _____



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: Main Street from 1st to 5th.

2) Name/purpose of event: Main Street Festival

3) Date or dates of event: April 25-26, 2015

4) Time of Event: 10 am - 10 pm Saturday, April 25; 11 am - 6 pm on Sunday, April 26

5) Time of Street Closure (if applicable): 5 am April 24 for sections of 4th Avenue N & S, 9 pm April 24 for all

Set-Up Date/Time: 9 pm April 24

Tear-down Date/Time: 8 pm April 26

*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:

Downtown Franklin Association / Heritage Foundation of Franklin & Williamson County

a) Address: 134 2nd Avenue North

b) Phone: 515-591-8500 ext. 17

c) Cell: 618-841-7676

d) Fax: _____

e) E-mail address: kdial@historicfranklin.com

7) Person in charge on day of event: Krista Dial

Cell: 618-841-7676

E-mail address: kdial@historicfranklin.com



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TENNESSEE

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

Name: Rene' Evans Cell: 615-830-7367 E-mail address: revans@historicfranklin.com

Name: Mary Pearce Cell: 615-300-7218 E-mail address: mpearce@historicfranklin.com

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

Free admission street festival with 220 arts/crafts booths, 2 stages, 30 food vendors, kids' area
at 3rd Avenue South and beer tent on 4th Avenue S.

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:

130,000

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

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. Free admission, \$1,200 for food vendors, \$3,000-\$20,000 for sponsors, \$300 for arts/crafts vendors.

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 DFA/Heritage Foundation of Franklin & Williamson

County will receive 100% of the proceeds of this event.

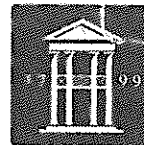
19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Sound amplification will take place in the beer tent on Fourth Ave. S. and on stages on Fourth Ave. N. and on the Public Square.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Sound amplification is only to be used for festival announcements, approved and scheduled bands, dance groups and other approved entertainment and emergency notifications if necessary.
- 23) During what time period is sound amplification requested? 10 am - 10 pm Sat; 11 am - 6 pm Sun.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). There are 2 stages continuously scheduled. Each uses 50 amps.
- 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. City of Franklin Solid Waste Department
- 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. ***\$1000 deposit on file.

! We will provide lists for 25 & 26 closer to the event.



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- 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:
Yes - 3 locations: 4th & Main, 3rd Ave N & 3rd Ave S at Public Square
-
- 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.*
We will be using Downtown Franklin Association & Downtown Neighborhood Association email for notification, as well as all local media. This event is widely publicized.

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



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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: *Kim Dial* Date: 1/26/15
(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) *
*

OFFICE USE ONLY:

Permit No: _____



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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: 2nd Avenue North behind
Landmark Bank

2) Name/purpose of event: Main Street Festival Carnival

3) Date or dates of event: April 23-26, 2015

4) Time of Event: 5-10 p.m. Thursday, 5-11 p.m. Friday, 10 a.m.-11 p.m. Sat., noon-6 p.m. Sun.

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

Set-Up Date/Time: 8 a.m. April 19

Tear-down Date/Time: starts at 6 p.m. April 26 and
may go through Monday a.m.

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

6) Name of Applicant and Organization Requesting Permit:

Downtown Franklin Association/Heritage Foundation of Franklin & Williamson County

a) Address: 134 2nd Avenue North, Franklin, TN 37064

b) Phone: 615-591-8500 ext. 17

c) Cell: 618-841-7676

d) Fax: _____

e) E-mail address: kdial@historicfranklin.com

7) Person in charge on day of event: Krista Dial

Cell: 618-841-7676

E-mail address: kdial@historicfranklin.com



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FRANKLIN
TENNESSEE

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

Name: Rene' Evans Cell: 615-830-7367 E-mail address: revans@historicfranklin.com

Name: Mary Pearce Cell: 615-300-7218 E-mail address: mpearce@historicfranklin.com

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

Carnival to accompany Main Street Festival.

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:

60,000

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

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

(if no, please state where: _____)

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

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

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. Free admission, ride tickets for \$1 each with varying numbers of tickets needed for rides.

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? Downtown Franklin Association/Heritage Foundation

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



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- 20) Will any sound amplification equipment be used during the event? Circle **Yes** or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Some rides have amplified sound.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Rides and games only.
- 23) During what time period is sound amplification requested? During stated times of event.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). A list of rides will be provided from the carnival vendor. There is no additional entertainment in the carnival.
- 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.
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- 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. City of Franklin Solid Waste. This site will need at least one dumpster. Carnival operator will handle collection of trash to the dumpster.
- 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.

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- 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.*
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PLEASE READ ATTACHMENTS BEFORE SIGNING
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- 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.
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- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
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- 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: _____ Date: _____
(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) *
*

The Heritage Foundation
Board Member List & Staff List
Year 2014-2015

		Mailing Address	Telephone			Fax	e-mail	1st/2nd Term Ends
			Home	Work	Cell			
Brian	Beathard	704 Fair Street Franklin, TN 37064	656-4661		752-8628	800-513-0173	brianbeathard@outlook.com	2015/2018
Julian	Bibb III	918 Fair Street Franklin, TN 37064	794-5076	782-2227		791-8481	julian.bibb@stites.com	2015/2018
Angela	Calhoun	1005 Scramblers Knob Franklin, TN 37069	794-5090		642-2890		anpcalhoun@mindspring.com	2014/2017
Sean	Carroll	1419 Clairmonte Circle Franklin, TN 37064	790-5909	415-7595	936-4544		seanpcarroll@gmail.com	2017/2020
Pam	Chandler	502 Braylon Circle Franklin TN 37064	790-0250		243-4404		pchandler@live.com	2017/2020
Josh	Denton	104 Battle Avenue Franklin, TN 37064	794-1454	921-4286	430-6444		identon@gsrm.com	2017/2020
Phillip	Dial	102 Granville Road Franklin, TN 37064			931-334-4040		dialphilip@gmail.com	NG
Donna	Douglas				861-5501		donna.douglas@jackson.com	2017/2020
Bryan	Echols	5016 Jackson Lane Brentwood, TN 37027	661-8921		400-3123		jbechols@comcast.net	2014/2017
Connie	Haley	5205 Stillhouse Hollow Rd., Franklin 37064	791-5640		476-2557	591-1702	connietaylor8@gmail.com	2012/2015
Kelly	Harwood	3706 Estes Road Nashville, TN 37215	383-0052	472-1134	260-0170		kellyharwood@comcast.net	2014/2017
Craig	Holland	417 Doe Ridge Court Franklin TN 37067	599-2109	771-6484	210-1409		craig.holland@myfirstfarmers.com	2017/2020
Ann	Johnson	c/o300 Mallory Station Rd#C6, Franklin 37067	715-1800	771-6602	500-1234	771-6686	aj@wastetechservices.com	2012/2015
Rudy	Jordan	231 Second Ave. South Franklin, TN 37064	790-1400	791-4508	479-5920		rudvoldhouse@mindspring.com	2015/2018
Emily	Magid	1208 Hillview Lane Franklin TN 37064	595-8021		479-7936		emmyam@hughes.net	2017/2020
Andy	Marshall	94 East Main Street Franklin, TN 37064	595-9255	478-2216	478-6445		andy@puckettsgrocery.com	2015/2018
Bill	Powell	5395 Old Highway 96 Franklin, TN 37064	790-1940	390-4162	390-4162	790-0633	billipowell2@msn.com	2012/2015
Fred	Reynolds	510 South Margin Street Franklin, TN 37064	390-5982		390-5982		freynolds@rockcityconstruction.com	2013/2016
Bob	Roethemeyer	418 Main Street Franklin, TN 37064		791-9121	521-6789		AvecMoiFranklin@gmail.com	DFA
Marianne	Schroer	512 Boyd Mill Avenue	794-0668		519-5812		schroer.marianne@gmail.com	2016/2019
Allen	Sills	1067 Natchez Valley Lane, Franklin 37064	794-4393	875-7054			allen.sills@vanderbilt.edu	2016/2019
Joe	Walker	Public Square Franklin, TN 37064	498-4999	790-5100			jmwalker@ftb.com	2014/2017

Executive Committee/Officers:

Julian Bibb III	President
Joe Walker	VP of Finance
Fred Reynolds	VP of Preservation
Bob Roethemeyer	VP of Main Street
Connie Haley	VP of Membership & Development
Angela Calhoun	Secretary
Andy Marshall	VP of the Franklin Theatre
Phillip Dial	President of Next Gen.

HF Staff:

Mary Pearce	Executive Director	mpearce@historicfranklin.com	591-8500	Ext. 15
Kristy Williams	Membership & Development	kwilliams@historicfranklin.com	591-8500	Ext. 18
Wendy Dunavant	Accounting	wdunavant@historicfranklin.com	591-8500	Ext. 13
Krista Dial	Festival Manager	kdial@historicfranklin.com	591-8500	Ext. 17
Rick Warwick	Historian	rwarwick@historicfranklin.com	591-8500	Ext. 14
Rene Evans	Vendor Relations Manager	revans@historicfranklin.com	591-8500	Ext. 11
Linda Childs	Office Manager	lchilds@historicfranklin.com	591-8500	Ext. 16

Theatre Staff:

Dan Hays	Director	dan@franklintheatre.com	351-4832	
Joseph Logdson	Technical Director	joseph@franklintheatre.com	473-3634	
Dolly Chandler	Program Director/Marketing	dolly@franklintheatre.com		
Evan Freeze		evan@franklintheatre.com	478-1882	
Brian Solomon		brian@franklintheatre.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/14

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 Northeast Insurance Center P O Box 151868 Cape Coral, FL 33915 Phone (239) 244-9777 Fax (860) 627-8695		CONTACT NAME: PHONE (A/C, No, Ext): (239) 244-9777 FAX (A/C, No): (860) 627-8695 E-MAIL ADDRESS: ricm@neinscenter.com	
INSURED J & J ROBERTS INC Gforce games 338 HOGANS BRANCH RD GOODLETTSVILLE, TN 37072		INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Co. NAIC # 21113 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** USP162656**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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			SRPGPM-101-0414	09/13/2014	09/13/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 3,000,000.00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	A Sexual Abuse and Molestation				SRPGPM-101-0414	09/13/2014	09/13/2015

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

NFLATABLE RENTALS WITH MECHANICAL BULL AND CLIMBING WALL, SPIDER BUNGEE AND 4 STATION EURO BUNGEE
Certificate holder (landlord) and Heritage Foundation of Franklin & Williamson Court are listed as an additional insured in regards to gen liab
Date: 10/25/2014
Location: 4th avenue north franklin, tn

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
109 3rd Ave. S.
Franklin, TN 37067

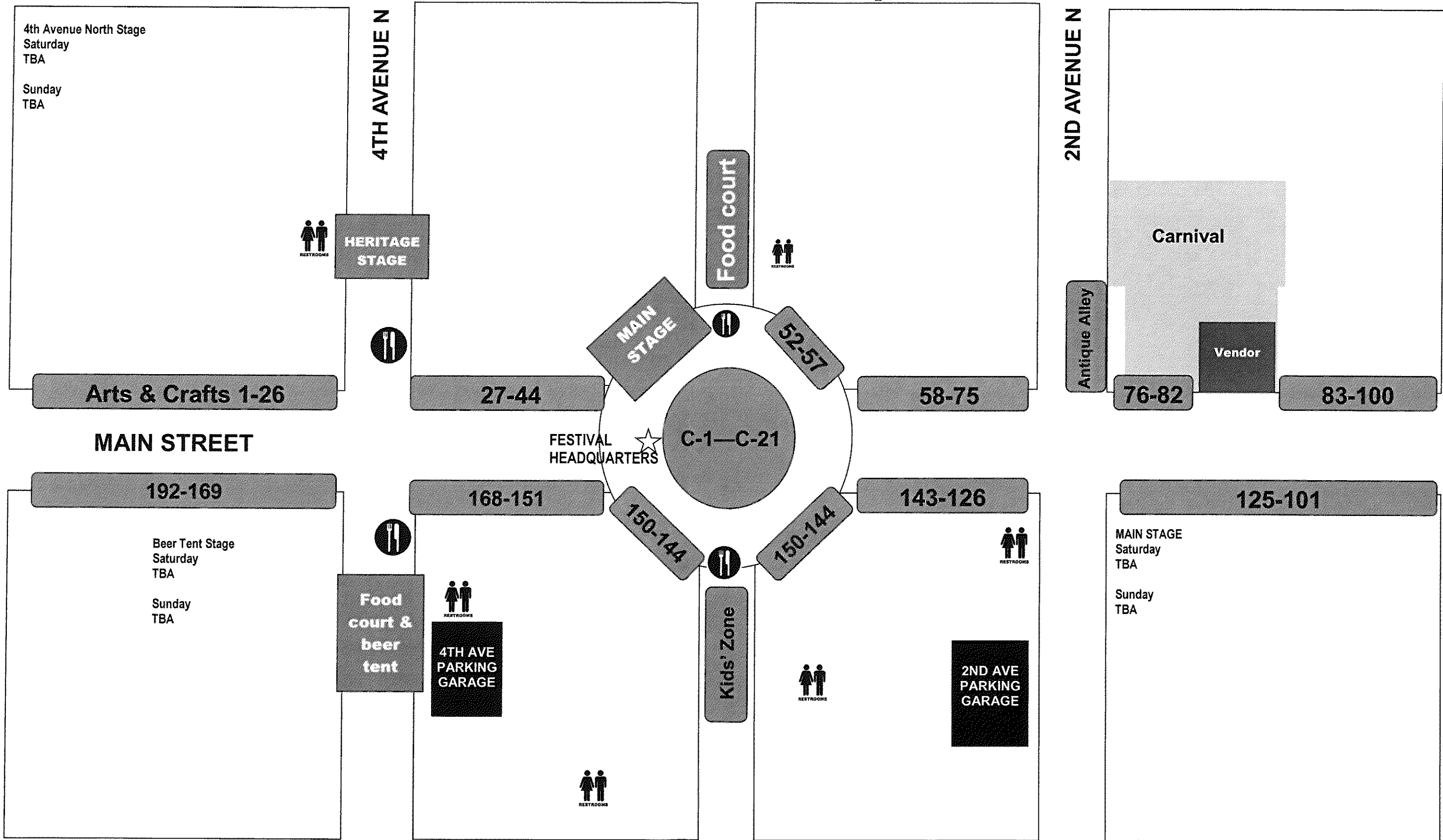
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BRIDGE STREET

MAIN STREET FESTIVAL *April 25-26, 2015*

5TH AVENUE SOUTH / 5 POINTS



CHURCH STREET

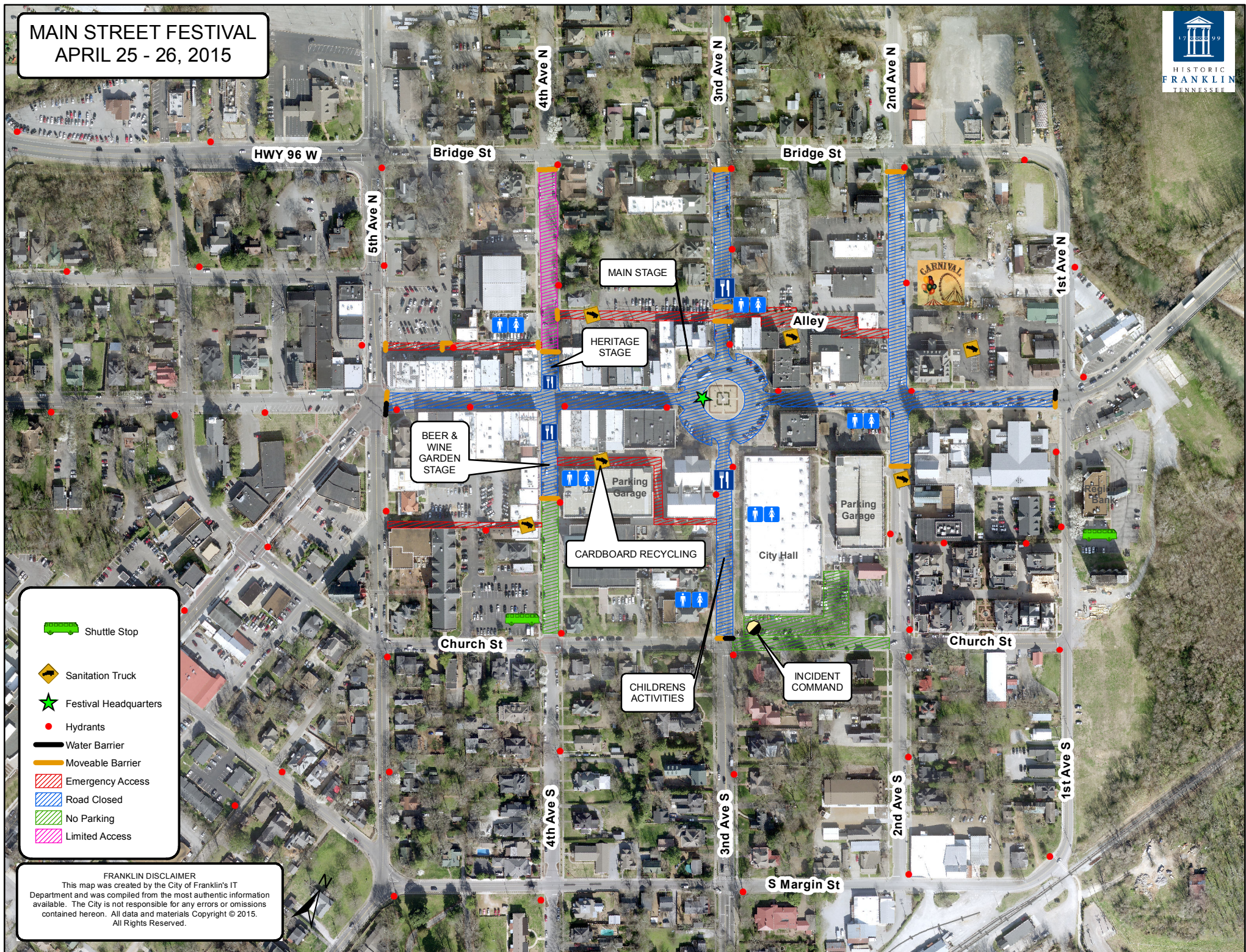
MAIN STREET FESTIVAL VENDOR MAP



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.

- Hydrant
- Vendors
- Stage
- Streets
- Harpeth River

MAIN STREET FESTIVAL APRIL 25 - 26, 2015



Carter Hill Battlefield Park

Development Request				
	Line Item	Quantity	Cost per Item	Total Cost
1	Crosswalk on Columbia for connectivity of sites	2		TBD
2	Split Rail Fencing	2,650 feet	\$13.80 ft.	\$ 36,550.00
3	Trail System (ADA)	6' base, 2" TN Mix @ 8' width for 950' length		\$ 28,500.00
4	Benches	6	\$ 995.00	\$ 5,970.00
5	Trash Receptacles	6	\$ 845.00	\$ 5,070.00
6	Archeological Survey			\$ 7,000.00
7	Interpretative Signage	TBD		Donations
8	Gravel for Parking Area			\$ 3,500.00
9	Electrical & Conduit for Site			\$ 14,700.00
10	Water to Site			\$ 8,500.00
11	Native Planting Materials			\$ 6,500.00
TOTAL DEVELOPMENT				\$ 116,290.00

DEVELOPMENT	\$ 116,290.00
CAPITAL	\$ 1,500,000.00
OPERATIONS	\$ 59,153.00
TOTAL REQUEST	\$ 1,675,443.00

Capital Request				
	Line Item	Quantity	Years	Total Cost
1	Acquisition	12-14 acres	7	\$ 1,500,000.00
TOTAL CAPITAL				\$ 1,500,000.00

Operations Request				
	Line Item	Quantity	Salary + Benefits	Total Cost
1	Grounds Worker	1	\$ 36,165.00	\$ 36,165.00
2	City Telephone & Radio			\$ 3,788.00
3	Training, Safety Supplies & Uniforms			\$ 850.00
4	Machinery & Equipment			\$ 18,350.00
TOTAL OPERATIONS				\$ 59,153.00

CARTER HILL BATTLEFIELD PARK

WHAT WOULD IT BE?

A City of Franklin Civil War battlefield park located adjacent to the Carter House property (state site) along Columbia Avenue (U.S. Highway 31) and also located across the street from the Carter House.

The City park site would include the following:

- (a) Pizza Hut site previously acquired by the City
- (b) the Carter Gardens I site
- (c) the two Lovell tracts (Franklin Flower Shop and CASA office building)
- (d) the Holt property
- (e) the Cameron property (consisting of the retail strip center and the Domino's site)
- (f) the Cotton Gin site
- (g) the Fudge property
- (h) the Eley property
- (i) the Neel property

The properties described in subparts (a) -- (i) above are contiguous except as divided by Columbia Avenue and Cleburne Street. It is anticipated that the City park properties would be interpreted in conjunction with the State owned Carter House site (including the old gym site), the Miller House site (owned by Carter House Association, Inc.), and the Lotz House (a private site).

At the City's election, the park property also could include non-contiguous and to-be-developed sites known as Lorings Advance (5 Acres) and the Dooley property (an existing house site).

WHAT IS ITS SIGNIFICANCE?

(a) Historical. It is the high-water mark of the Confederate charge against entrenched Union troops during the November 30, 1864 Battle of Franklin. On this site, a large percentage of the 9,000-10,000 casualties of the Battle occurred. There are numerous stories to interpret at this site: (i) the individual bravery of troops fighting on the both sides during the Battle; (ii) the death or mortal wounding of five generals for the southern troops; (iii) the heroic acts of Union troops who earned Congressional Medals of Honor for their valor on the battlefield; (iv) the Todd Carter story; (v) the military strategy of General Hood and General Schofield; (vi) the rare occurrence of fighting a battle largely at twilight and during the night; (vii) the gruesome effect of hand-to-hand combat by thousands of troops; (viii) the stories surrounding nationally known soldiers like John Bell Hood, John Schofield, Patrick Cleburne, and Arthur McArthur; (ix) the direct impact of a battle this large on both the free and enslaved citizens of Franklin, and (x) life in Franklin both before and after the battle.

Militarily some historians say that the Battle of Franklin is where the South's hopes to continue the War collapsed, and where the Army of Tennessee suffered a fatal blow.

What we have seen nationally is that the significance of the 1864 Battle of Franklin in the overall context of the American Civil War has been growing. Beginning with the April, 2004 edition of The National Geographic, the importance of the Battle of Franklin has been highlighted in the volume of books that have been published about the American Civil War as a prelude to the Sesquicentennial, in videos and documentaries, and most recently in the PBS series on Civil War battles.

(b) Battlefield Preservation. The Carter Hill Battlefield Park would represent a crowning achievement nationally in preservation of American Civil War battlefields. The idea of converting an office building, a Pizza Hut, a flower shop, an office rental building, a retail strip center anchored by a Dominos and local market, and a portion of a residential neighborhood—all of which are located in part of the downtown area of America's 14th fastest growing city—into a passive historic 18 acre park featuring historic buildings that existed during the battle, together with the same green space that would have been present in 1864 along with interpretive signage and related amenities is one that years ago would have been highly improbable. Jim Lighthizer, president of the Civil War Trust and nationally recognized for his efforts in preserving America's Civil War battlefields, has proclaimed that there is no other place in America that can compare to the public-private initiative in Franklin. In 2003, Franklin was removed from the list of America's "ten most endangered battlefields." It was removed because it had become a lost opportunity. But that changed dramatically in 2004 when local preservationists and the City of Franklin created one of America's most unique public-private partnerships and literally began reclaiming sections of Franklin's Civil War battlefields. The Carter Hill Battlefield Park is the next stage of that effort.

(c) Comports with Planning Concepts. The concept of the Carter Hill Battlefield Park comports with national, regional, and local planning precepts. The development of the Carter Hill Battlefield Park accomplishes the general objectives spelled out in each of the following public planning guidelines: (a) the City of Franklin's Master Plan, (b) the City of Franklin's Battlefield Plan, (c) the American Battlefield Protection Program, (d) the published goals of the Tennessee Historic Commission, and (e) Civil Wars Trail Program.

(d) Tourism, Etc. There are other material benefits to creating the Carter Hill Battlefield Park: (i) increased tourism which means increased sales tax revenues, (ii) regardless of the historical aspect, it results in increased park space for walking and passive enjoyment, and (iii) a positive redevelopment of a portion of the downtown core.

WHAT ARE THE PROPERTIES THAT WOULD MAKE UP THE CARTER HILL BATTLEFIELD PARK?

A. East Side of Columbia:

1. Pizza Hut Site. Existing park space at the intersection of Columbia Avenue and Cleburne Street: the former Pizza hut site was acquired by the City of Franklin in November, 2005 at a cost of \$300,000.00. **[CURRENTLY CITY OWNED]**

2. Neel Tract. Site on which a residence was located, which site is behind the former Pizza Hut site. Acquired on December 5, 2012 by the Civil War Trust and

Franklin's Charge. Now owned by Franklin's Charge. Acquired for \$230,000.00.
[PROPOSED TO BE OWNED BY THE CITY]

3. Eley House. Located behind the Neel Tract and 2 properties behind the former Pizza Hut. Purchased for \$235,000 with monies from American Battlefield Protection Program, Civil War Trust, and City of Franklin. Title is vested in the Civil War Trust. **[PROPOSED TO BE OWNED BY THE CITY]**

4. Strip Center Site. Site of the Dominos and local market located on the north side of Cleburne Street and Columbia Avenue. Acquired by Franklin's Charge and the Civil War Trust in December, 2012 for \$1,850,000.00. Title is currently vested in the Civil War Trust. **[PROPOSED TO BE OWNED BY THE CITY]**

5. Holt Tract. Site on which Holt Construction maintained an office. Located at 1219 Columbia Avenue. Acquired by Franklin's Charge in September, 2008 for \$950,000.00. **[PROPOSED TO BE OWNED BY THE CITY]**

6. Cotton Gin Site. Site of the Carter Cotton Gin. Purchased by The Heritage Foundation for Franklin and Williamson County in 1996 for \$160,000.00. **[PROPOSED TO BE OWNED BY THE CITY]**

7. Fudge House. Property located immediately east of Cotton Gin site. Purchased by Civil War Trust and Franklin's Charge for \$199,000.00 in June, 2010. Currently owned by Franklin's Charge. **[PROPOSED TO BE OWNED BY THE CITY]**

8. Lorings Advance: Unattached property located nearby in the Adams Street area. In a transaction arranged by Save the Franklin Battlefield, the property was purchased by the Civil War Trust. Acquired for \$200,000.00. **[COULD BE OWNED BY THE CITY]**

B. West Side of Columbia:

1. Lovell Tracts: Property under contract with Franklin's Charge and Battle of Franklin Trust as purchasers for \$2,800,000.00. Closing scheduled for May, 2015. **[PROPOSED TO BE OWNED BY THE CITY]**

2. Initial Carter Garden Site: Located in the Strahl Street area. Purchased in 2006 for \$210,000.00. Currently owned by Carter House Association, Inc. **[PROPOSED TO BE OWNED BY THE CITY]**

3. Dooley Site: Site on which a residence stood in the Battle Avenue area, located at 1404 Columbia Avenue. Acquired by the Civil War Trust on November 12, 2012 for \$129,900.00. **[COULD BE OWNED BY THE CITY]**

C. Contributing Properties (These properties would not be owned by the City):

East Side of Columbia

1. Miller House: Property deeded to the Carter House Association, Inc.
2. Lotz House: Private owned historical site.

West Side of Columbia

1. Carter House (owned by State of Tennessee – under management by the Battle of Franklin Trust)
2. Gym Site (owned by State of Tennessee – plans are being discussed to dismantle the gym structure and to interpret the site along with the Carter House – in this event, the property would be managed by the Battle of Franklin Trust)

PROPOSAL

Essential Elements:

- Have the preservation groups convey title to the City to the following properties in exchange for \$1,500,000.00:
 - the Carter Gardens I site
 - the two Lovell tracts (the Franklin Flower Shop and CASA Office Building)
 - the Holt property
 - the Cameron property (consisting of the retail strip center and the Domino's site)
 - the Cotton Gin site
 - the Fudge property
 - the Eley property
 - the Neel property
 - the Loring's Advance site (if the City so chose)
 - the Dooley property (if the City so chose)
- The total purchase price paid by the preservation groups for the property proposed to be conveyed to the City is \$6,968,900 (including the Loring's Advance site and the Dooley property) and \$6,639,000 (excluding the Loring's Advance site and the Dooley property)
- The amount proposed to be paid by the City is less than 25% of the aggregate purchase price paid by the preservation groups for the property. For comparison purposes, when the City paid for the Eastern Flank Battlefield, it paid 50% of the acquisition cost and the preservation groups paid 50%. When the City paid for the Collins Farm site it paid Save the Franklin Battlefield approximately 25% of the cost that Save the Franklin Battlefield originally paid for the Collins Farm site.
- Excluding the yet-to-be acquired Lovell tracts, none of the other properties to be conveyed to the City are subject to any mortgage lien – those properties are free of debt.

- The amount proposed to be paid by the City for the property would be used by the preservation groups to help pay for the acquisition of the Lovell tracts. Currently, the preservation groups are working with the following assumptions about the Lovell purchase:

➤	Total Purchase Price:	\$2,800,000.00
➤	ABPP Grant:	\$1,300,000.00
➤	Civil War Trust Commitment:*	\$ 300,000.00
	<i>Includes personal commitment of \$100,000.00 of Civil War Trust Board Chair, Mike Grainger</i>	
➤	Gifts/Pledges on Hand:	\$ 200,000.00

The preservation groups are continuing to raise funds. If the City committed to pay \$1,500,000 for the Park Properties, then the preservation groups would use that commitment to obtain a loan for the amount needed to fund the Lovell acquisition. The preservation groups have discussed this idea with several financial institutions who have indicated a willingness to make an acquisition loan to the preservation groups supported by a City commitment.

The commitment to pay the proposed purchase amount by the City could be evidenced by a purchase agreement with a five-seven year pay-out period.

The preservation groups would anticipate that the City would fund the purchase through the hotel/motel tax revenues and not from property taxes or sales taxes.

If the City's payment resulted in any excess of funds over and above the cost of acquiring the Lovell tracts, the preservation groups would commit to use such excess for additional property acquisitions to be incorporated into the City's Civil War battlefield park.

- The preservation groups would be responsible for the cost of removing structures from the property to be acquired by the City.
- The preservation groups have obtained the commitment of Calvin Lebew to rebuild the 1864 Cotton Gin on the battlefield property to serve as an interpretive element. This would be a benefit to the City, but at no cost to the City.
- The preservation groups have obtained the support of the Tennessee Civil War National Heritage area to fund interpretive signage and trails in the park property in a fashion similar to that done at the Eastern Flank Battlefield Park. This would be a benefit to the City, but at no cost to the City.
- The preservation groups would work in a collaborative manner with the City of Franklin to interpret the Carter House properties, the Lotz House, and the battlefield park properties into a comprehensive tourist experience.



■ ■ ■ ■ ■ Potential Trail
Approx. 950' in length
- - - - - Site Study Area



Battlefield Preservation Commission Update

BOMA Work Session Presentation
March 24, 2015



HISTORIC
FRANKLIN
TENNESSEE



Role of the Battlefield Preservation Commission

Established in 2010, the BPC serves as an advisory body to BOMA and the City Administrator in the

- ***Identification***
- ***Preservation***
- ***Interpretation***
- ***Maintenance***, and
- ***Recognition***

of Franklin's Civil War heritage.

Battlefield Preservation Commission Members

Ernie Bacon, Franklin's Charge (Vice Chair)

David Eagan, Sons of Confederate Veterans

Sam Gant, Sons of Union Veterans

Sam Huffman, Save the Franklin Battlefield

Eric Jacobson, Battle of Franklin Trust

Pam Lewis, Tennessee Preservation Trust

Mary Pearce, Heritage Foundation

Alma McLemore, African American Heritage Soc.

J.T. Thompson, Lotz House

Deborah Warnick, Williamson Co. CVB

Thomas Flagel, Education Liaison

Mike Grainger, At-Large Member

Robert Huff, Reenactment Community Liaison

Dianne Christian, At-Large Member

Jay Sheridan, At-Large Member

Sam Whitson, At-Large Member (Chair)

Jim Roberts, Battlefield Property Owner

Mike Skinner, Aldermanic Representative



photo by Brandy Blanton



photo by Brandy Blanton

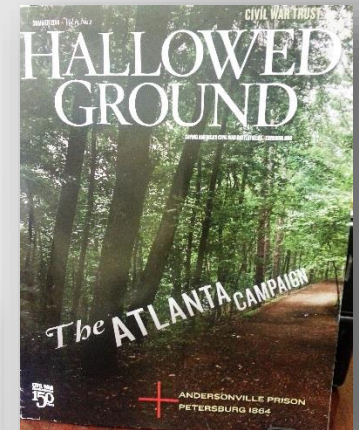


photo by Brandy Blanton



Accomplishments

Honored with the Brian Pohanka Award Organization of the Year Award by the Civil War Trust



Accomplishments

Sesquicentennial Banners



Accomplishments



**Cannons on the
Square**

Accomplishments



Carter Hill Battlefield Park

Accomplishments

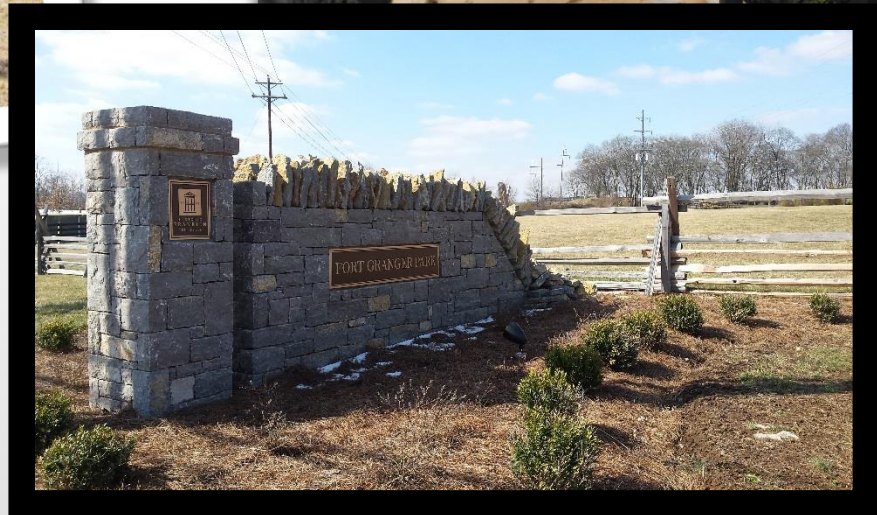


**Cotton Gin
Site**

Accomplishments



Work at Fort Granger

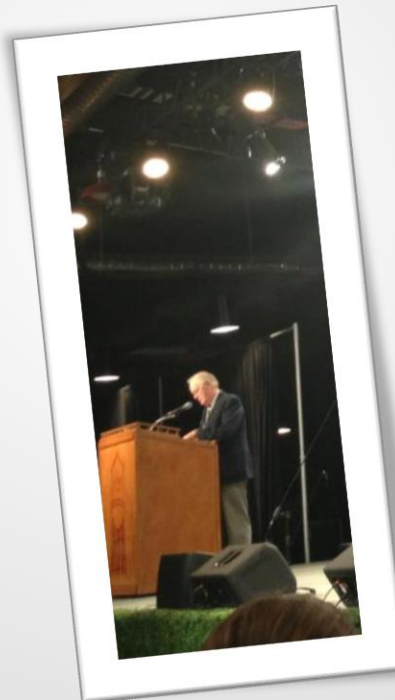


Accomplishments

Multiple Sesquicentennial Events



State Signature Event



Accomplishments

Multiple Sesquicentennial Events



Events at Carter House
& Carnton

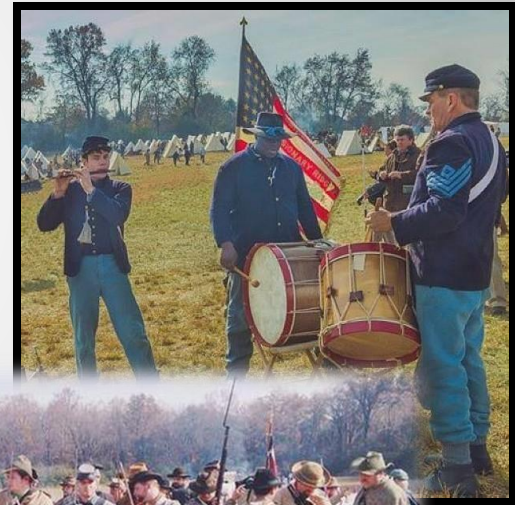


Accomplishments

Multiple Sesquicentennial Events



**Reenactment at
Eastern Flank**



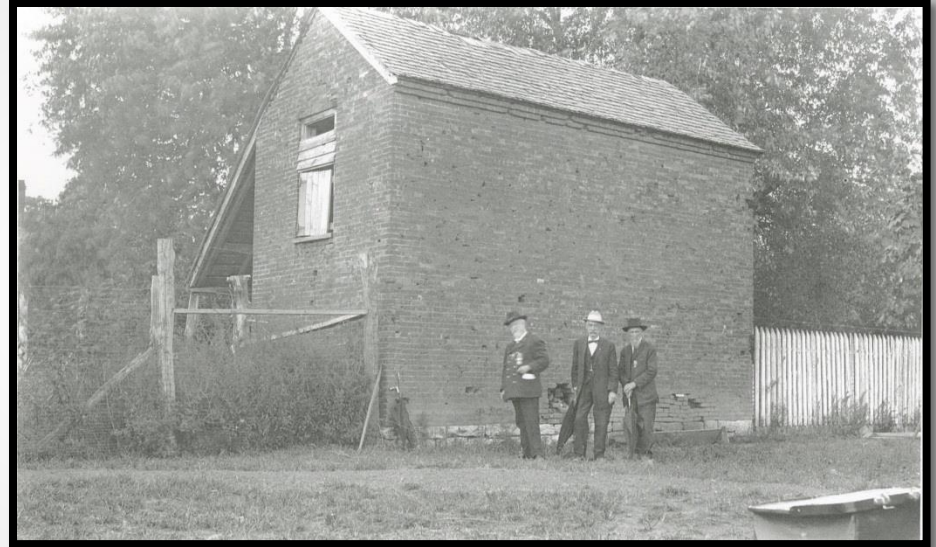
Accomplishments

- **Amendment of Ordinance to remove term limits for organizational representatives**
- **Ground Penetrating Radar Grant**
- **Amendment of Ordinance to Add African American Heritage Society to Commission**
- **Contributed to "A Walk in the Park" FranklinTV Series**
- **Hosted Civil War Trust Park Day Events at Fort Granger and Eastern Flank Battlefield Park**
- **Hospital Flags**



Accomplishments

- **Supported Eley Tract Purchase**
- **Endorsed Historic Cemetery Preservation & Maintenance Plan**
- **Endorsed Submittal of TCWNHA Grant for Fort Granger**
- **Endorsed Carter Hill Battlefield Park Master Plan Proposal**



Major Priorities for 2015

- **Carter Hill Battlefield Park**
- **Reviewing and Recommending Columbia Avenue Design Standards in Light of Battlefield Context**
- **Support City Parks Master Plan**
- **Historic Cemeteries Preservation Plan**

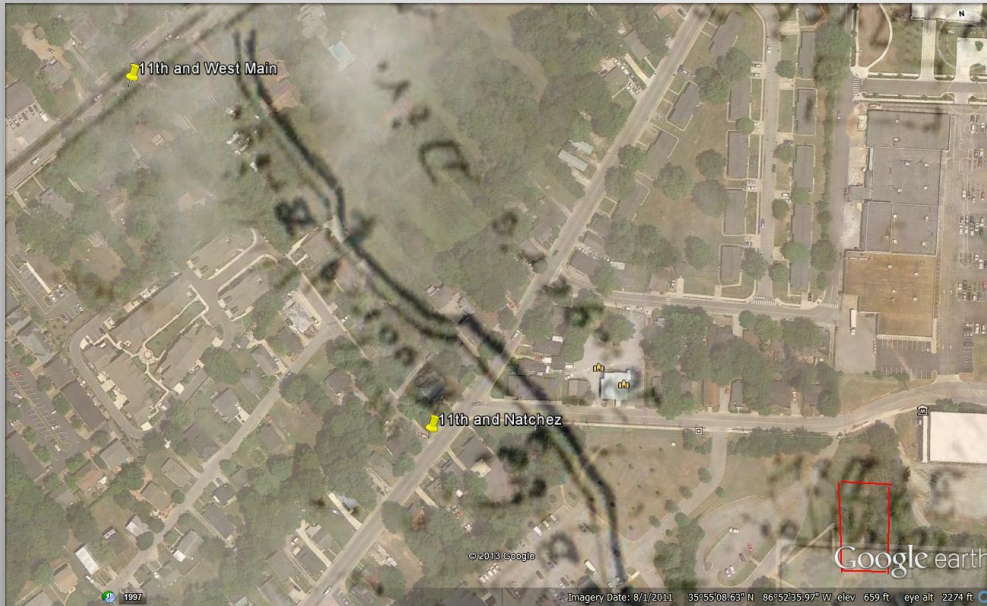
Current Projects

Civil War Sign Survey



Current Projects

Federal Line Markers



Special Thanks

Amanda Hall, Preservation Planner

**Susan Coleman, Technical Support
Specialist**

Deanna Scheffel, Recreation Foreman

Battlefield Preservation Commission Update

BOMA Work Session Presentation
March 24, 2015



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photo by Brandy Blanton



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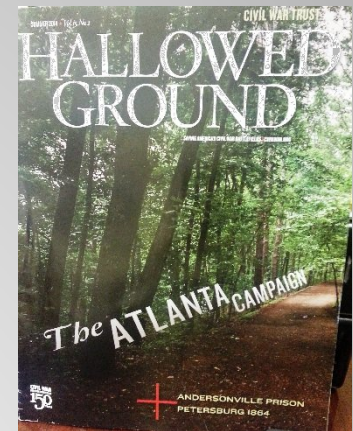


photo by Brandy Blanton



Accomplishments

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Accomplishments

Sesquicentennial Banners



Accomplishments



**Cannons on the
Square**

Accomplishments



Carter Hill Battlefield Park

Accomplishments



Cotton Gin
Site

Accomplishments



Work at Fort Granger

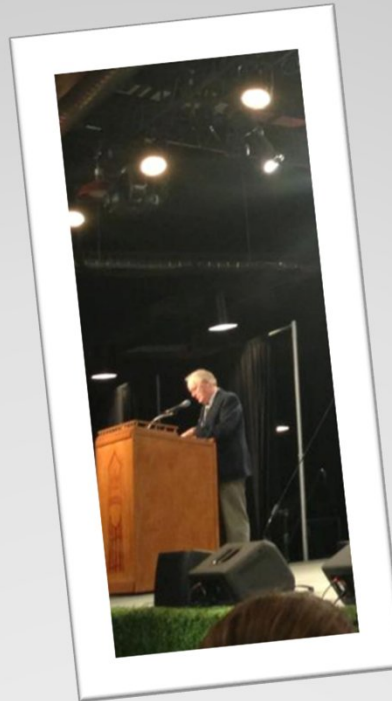


Accomplishments

Multiple Sesquicentennial Events



State Signature Event



Accomplishments

Multiple Sesquicentennial Events



Events at Carter House
& Carnton



Accomplishments

Multiple Sesquicentennial Events



Reenactment at
Eastern Flank



Accomplishments

- Amendment of Ordinance to remove term limits for organizational representatives
- Ground Penetrating Radar Grant
- Amendment of Ordinance to Add African American Heritage Society to Commission
- Contributed to “A Walk in the Park” FranklinTV Series
- Hosted Civil War Trust Park Day Events at Fort Granger and Eastern Flank Battlefield Park
- Hospital Flags



Accomplishments

- Supported Eley Tract Purchase
- Endorsed Historic Cemetery Preservation & Maintenance Plan
- Endorsed Submittal of TCWNHA Grant for Fort Granger
- Endorsed Carter Hill Battlefield Park Master Plan Proposal



Major Priorities for 2015

- Carter Hill Battlefield Park
- Reviewing and Recommending Columbia Avenue Design Standards in Light of Battlefield Context
- Support City Parks Master Plan
- Historic Cemeteries Preservation Plan

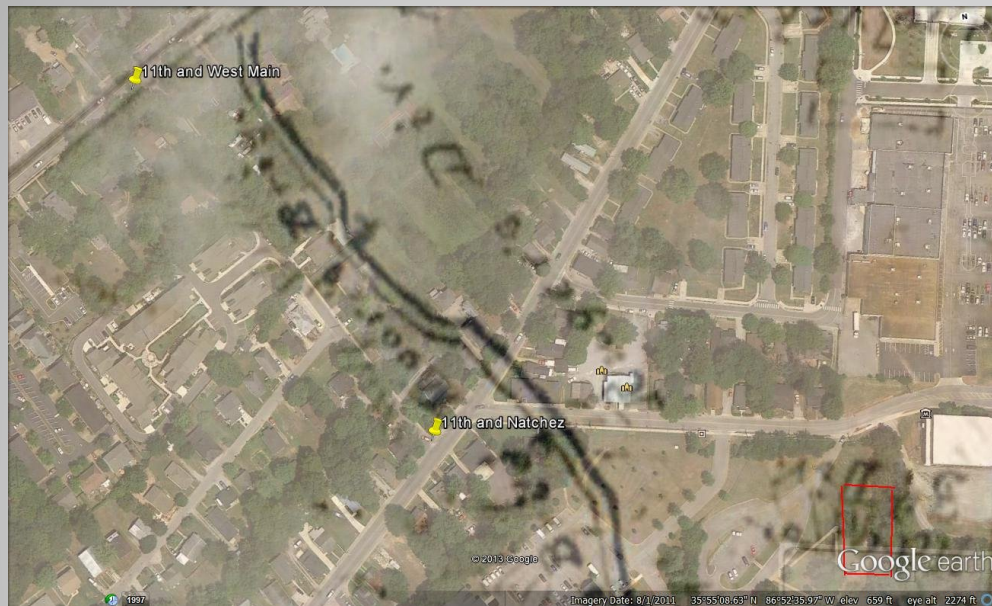
Current Projects

Civil War Sign Survey



Current Projects

Federal Line Markers



Special Thanks

Amanda Hall, Preservation Planner

Susan Coleman, Technical Support
Specialist

Deanna Scheffel, Recreation Foreman

**ORDINANCE 2014-28
AS AMENDED**

**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																		Addi- tional Req- uire- ment s	
	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:	04/14/2015
PUBLIC HEARING HELD:	05/26/2015
PASSED SECOND READING:	05/26/2015
AMENDED AND PASSED THIRD READING:	06/09/2015



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 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.

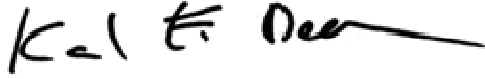
6. The penalty for operating a short term rental property without a permit shall be:

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.

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0058

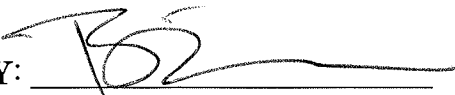
THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and GARVER, LLC hereinafter referenced as Consultant, who mutually agree as follows:

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

**Fieldstone Farms Pump Station No. 1 Improvements Project
Construction Engineering and Inspection Services**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the Scope of Services as found in Exhibit A and which shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the Hourly Rate Schedule as contained in Exhibit A in the amount not to exceed **ONE HUNDRED NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$196,000.00).**
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.

BY: 
Consultant's Signature
TITLE: VICE PRESIDENT
Date: 3/13/15

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna S. Billingsley, City Attorney

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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

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

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

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

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

4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or

- of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 **TRAVEL; EXPENSES**
The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the

laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

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



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

COF Contract No. 2015-0058
EXHIBIT A



December 16, 2014

Mark Hilty, PE
Water Director
City of Franklin Water Department
109 3rd Avenue South, Suite 103
Franklin, TN 37064

Re: Proposal for Engineering Services
Fieldstone Farms Pump Station No. 1 – Construction Phase Services

Dear Mark:

Per our earlier discussions, Garver is pleased to provide this proposal for engineering services to perform construction phase services on the above referenced project. The proposed scope of work is included herein along with Garver's current standard hourly rate schedule. We trust that the presented scope meets your needs in performing construction phase services on the project.

We propose to provide these services on a time and materials fee, with a not-to-exceed amount as indicated in the scope document (including expenses). We assume that the scope document will be added to Franklin's standard contract as an appendix. At this time, we do not anticipate utilizing any sub-contractors on this project. Construction materials testing and geotechnical engineering required as part of this project are not included within this scope but are strongly recommended as part of the construction project.

Please feel free to call our office if you have any questions regarding this proposal or need additional information. We appreciate the opportunity to be of service to the City of Franklin.

Regards,

GARVER

A handwritten signature in dark ink, appearing to read 'Kevin Mullins'.

Kevin Mullins, PE
Sr. Project Manager

Attachments: Attachment A – Scope of Services
Attachment B – 2015 Hourly Rate Schedule



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

COF Contract No. 2015-0058
EXHIBIT A



Scope of Services For Construction Phase Services Fieldstone Farms No. 1 Pump Station Rehabilitation and Safety Improvements

Purpose

The scope of services documents the understanding of Garver for the construction phase services required to provide engineering and consulting assistance during the construction phase of the Fieldstone Farms No. 1 Pump Station. Garver recently completed design and bidding assistance on the pump station. This document will serve as Attachment A to the Professional Services Agreement (Agreement) between the City of Franklin, TN (City) and Garver (Consultant).

Project Understanding

Garver was contracted with the City of Franklin to design and provide bidding assistance on the Fieldstone Farms No. 1 Pump Station. Upon bidding the project, Garver reviewed all prospective bids and recommended award of the project to the lowest responsive and responsible bidder, JS Haren.

Garver understands that the City would like us to provide construction phase services on the project. More specifically, we propose to accomplish the following:

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Prepare for and attend utilities coordination meeting.
3. Attend progress/coordination meetings with the Owner/Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied

certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

5. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
7. Maintain a set of working drawings and prepare and furnish record drawings.
8. Provide part-time resident construction observation services for the 365-calendar-day construction contract performance time. The proposed fee is based upon the following:
 - 10 weeks (40 hours) of on-site resident observation
 - 1 visit per week (52 weeks) for a resident construction observer. Estimated duration of this visit including travel from Garver's Franklin office is 4 hours.

If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

9. Provide up to 8 hours of survey crew time for field checking quantities, contractor's layout, etc.
10. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
11. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on a 365 calendar-day construction contract performance time. If the construction time extends beyond the time

established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. Construction materials testing.
6. Geotechnical engineering.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up, operations support, etc.
10. Permitting related to emissions or fuel storage.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

Schedule

We will begin work upon notice to proceed and will accomplish the work within the general contractor's 365 day schedule on the project.

Payment Terms

For work described under the Scope of Services, the City will pay Garver a total not to exceed amount of \$196,000.00. The City intends to pay Garver from its Water Department

Funds and represents that funds are available to pay Garver, or funds will be borrowed from another source necessary to pay Garver.

If any payment due Garver under this agreement is not received within 60 days from date of invoice, Garver may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The City will pay Garver, for time and materials spent on the project, at the attached rates (Appendix B). Garver has included an estimated amount of materials in the NTE amount indicated above.

Garver agrees to complete these services for this amount, unless the fee is amended as a result of a change to the Scope of Work or Time of Performance.

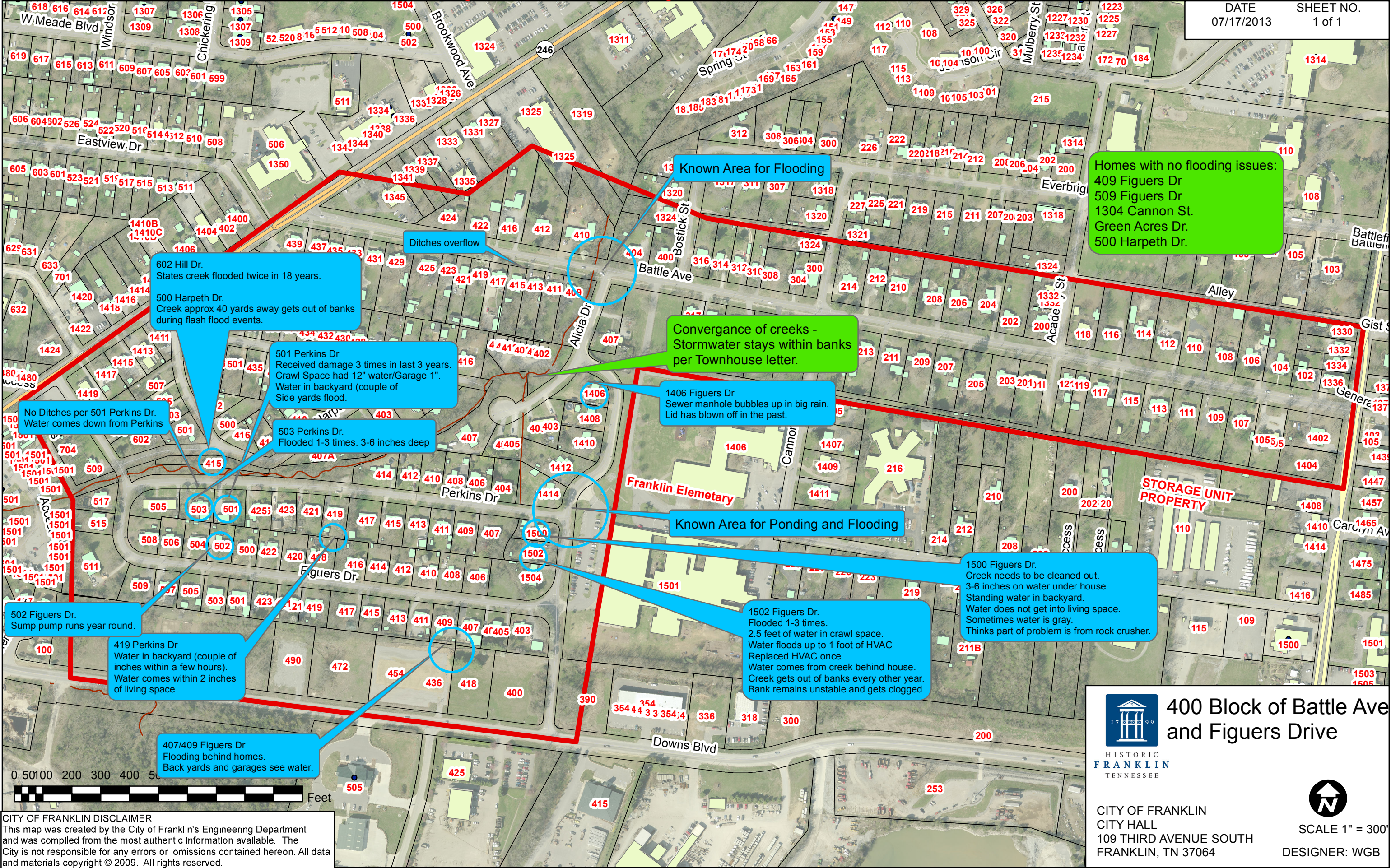


APPENDIX B

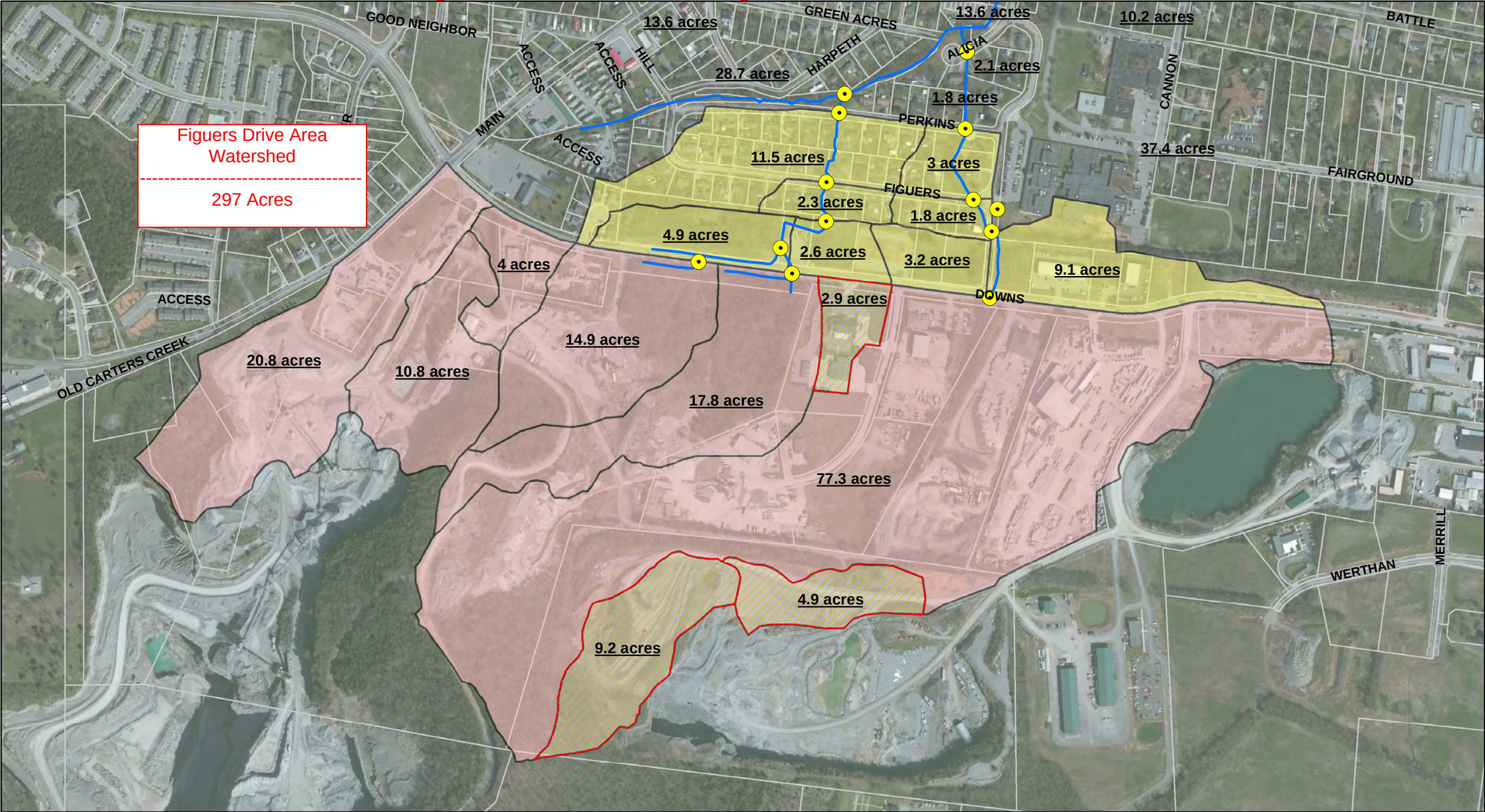
Fieldstone Farms PS #1 Rehab & Safety Improvements
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 94.00
E-2.....	\$ 108.00
E-3.....	\$ 132.00
E-4.....	\$ 153.00
E-5.....	\$ 187.00
E-6.....	\$ 234.00
M-1.....	\$ 300.00
Planners / Environmental Specialist	
P-1.....	\$ 113.00
P-2.....	\$ 141.00
P-3.....	\$ 180.00
Designers	
D-1.....	\$ 87.00
D-2.....	\$ 102.00
D-3.....	\$ 122.00
D-4.....	\$ 141.00
Technicians	
T-1.....	\$ 68.00
T-2.....	\$ 87.00
T-3.....	\$ 105.00
Surveyors	
S-1.....	\$ 42.00
S-2.....	\$ 55.00
S-3.....	\$ 75.00
S-4.....	\$ 107.00
S-5.....	\$ 141.00
S-6.....	\$ 161.00
2-Man Crew (Survey).....	\$ 172.00
3-Man Crew (Survey).....	\$ 214.00
2-Man Crew (GPS Survey).....	\$ 192.00
3-Man Crew (GPS Survey).....	\$ 234.00
Construction Observation	
C-1.....	\$ 83.00
C-2.....	\$ 106.00
C-3.....	\$ 130.00
C-4.....	\$ 159.00
Management/Administration	
M-1.....	\$ 300.00
X-1.....	\$ 54.00
X-2.....	\$ 73.00
X-3.....	\$ 102.00
X-4.....	\$ 139.00

Figuers Drive Drainage Discussion - EXHIBIT A



Figuers Drive Area Drainage Discussion - EXHIBIT B



Legend

- Hydrologic Nodes
- Study Area Streams
- Non-Contributing Drainage Area
- Figuers Dr. Subbasins
- Quarry Subbasins

CITY OF FRANKLIN

FIGUERS DRIVE DRAINAGE STUDY

NEEL-SCHAFER
Solutions you can build upon

N
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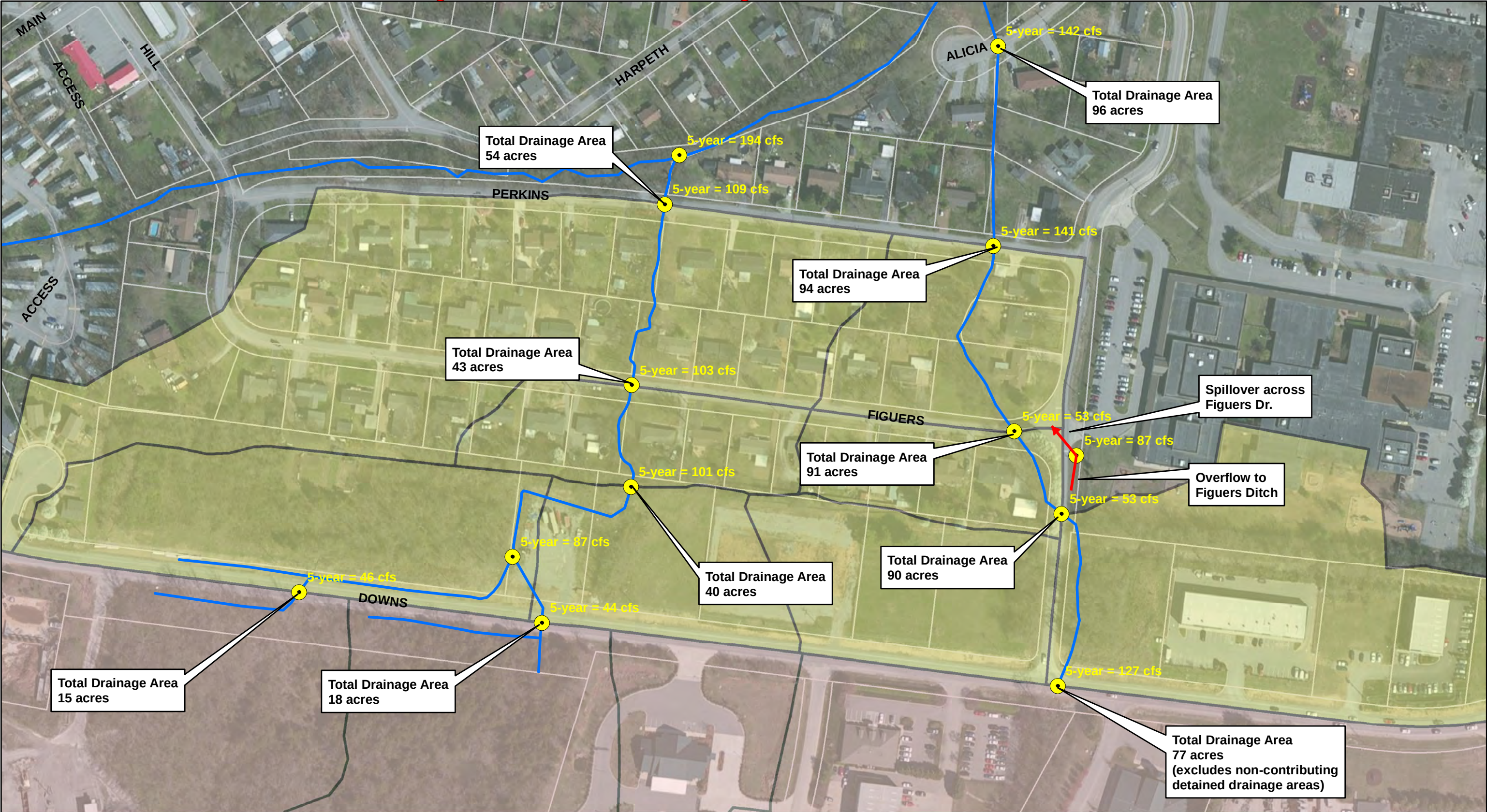
NOT TO SCALE

EXISTING DRAINAGE
AREAS

EXHIBIT 2

June 10, 2014

Figuers Drive Area Drainage Discussion - EXHIBIT C



Legend

- Hydrologic Nodes
- Study Area Streams
- Figuers Dr. Subbasins
- Quarry Subbasins

CITY OF FRANKLIN
FIGUERS DRIVE DRAINAGE STUDY



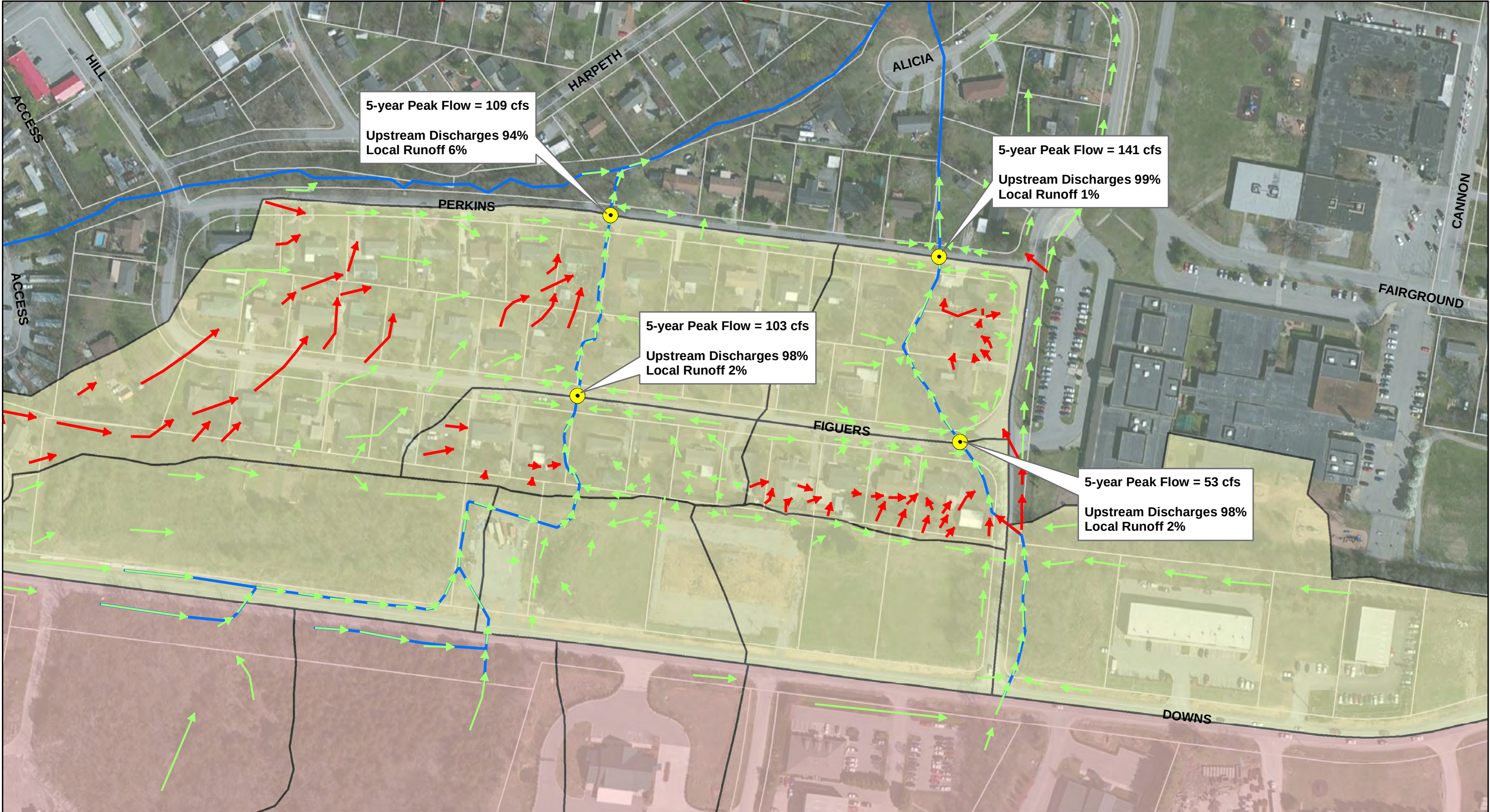
NOT TO SCALE

EXISTING 5-YEAR DISCHARGES
AT HYDROLOGIC NODES

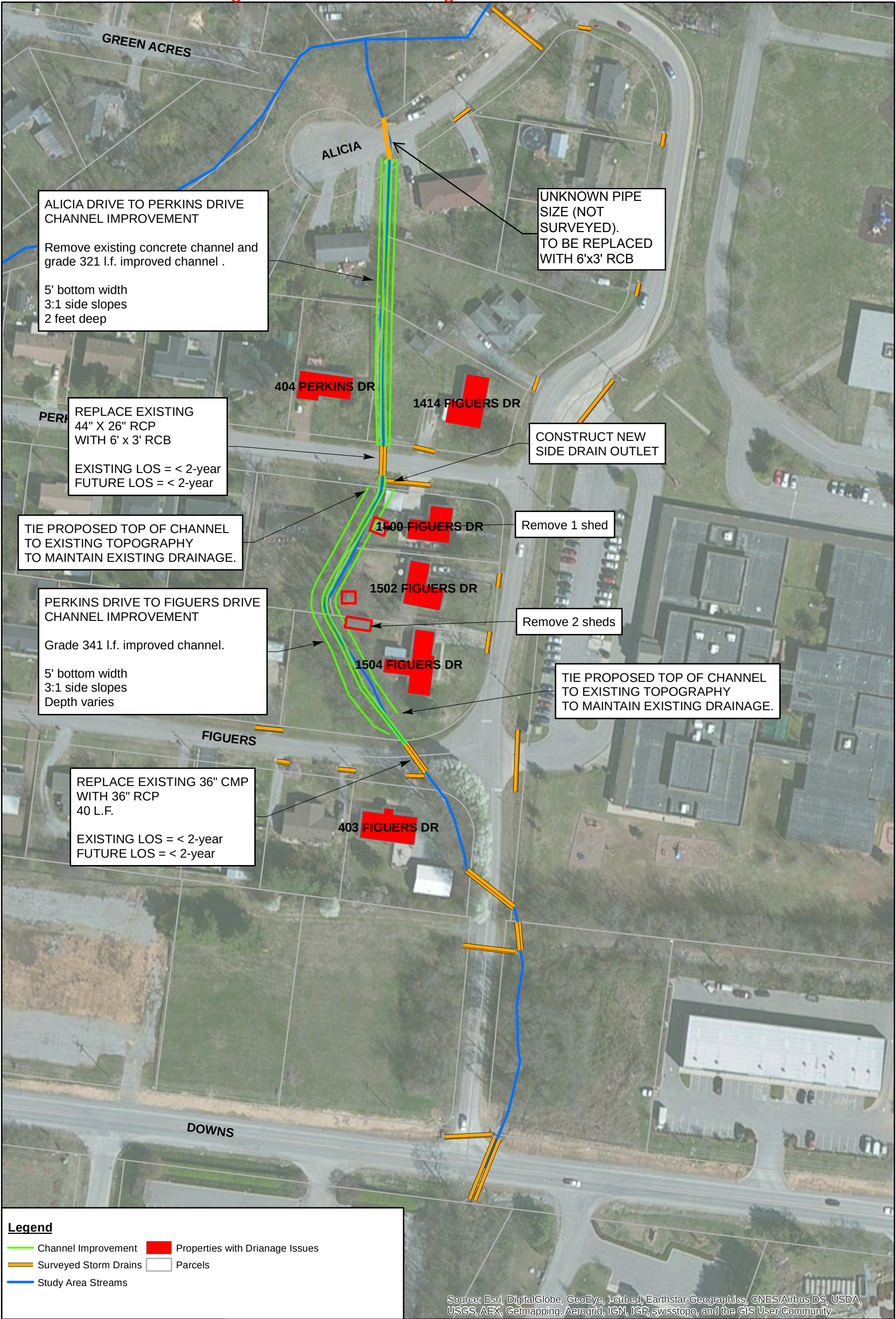
EXHIBIT 1

June 10, 2014

Figuers Drive Area Drainage Discussion - EXHIBIT C

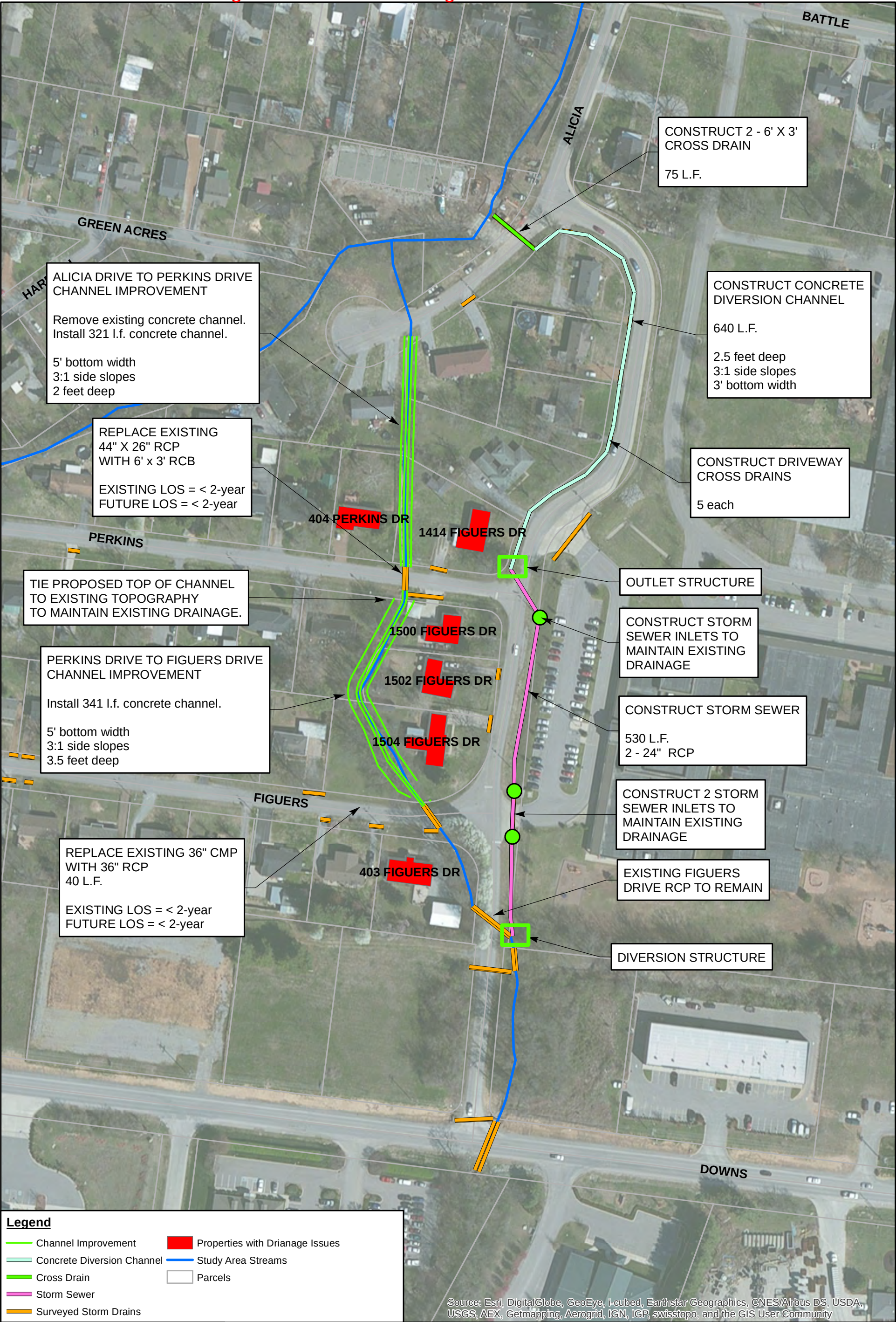


Legend - Hydrologic Nodes - Study Area Streams - General Drainage Patterns - Drainage to Problem Areas - Figuers Dr. Subbasins - Quarry Subbasins	CITY OF FRANKLIN FIGUERS DRIVE DRAINAGE STUDY NEEL-SCHAFFER Solutions you can build upon	N W E S NOT TO SCALE	PERCENTAGES OF 5-YEAR PEAK FLOWS EXHIBIT 3 June 10, 2014
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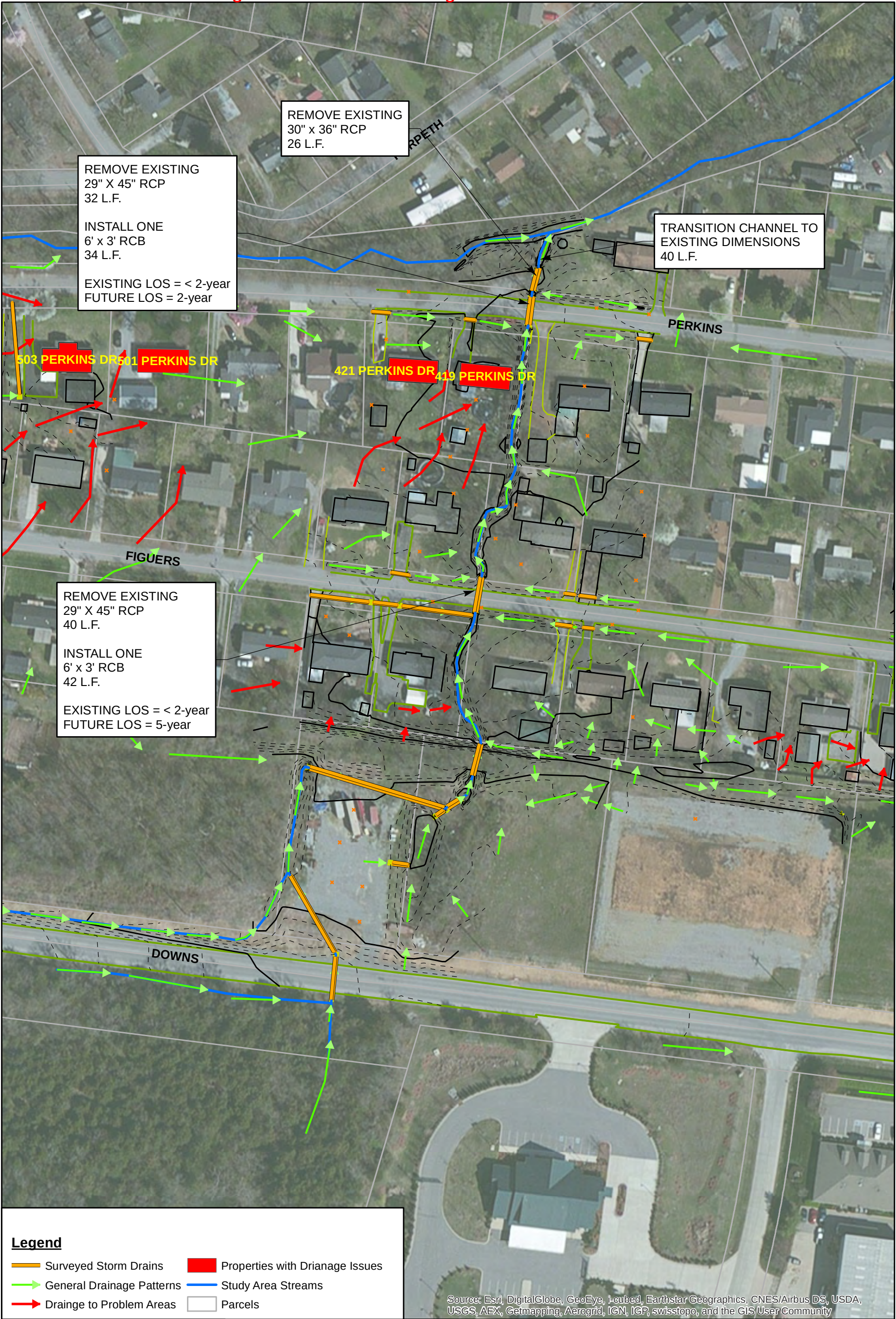
Figuers Drive Area Drainage Discussion - EXHIBIT D

FIGUERS DRIVE - EAST				
OPTION 1 - CROSS DRAIN UPGRADES AND CHANNEL IMPROVEMENT				
ADDRESS	FFE (1)	LAG	EXISTING LAG SUBMERGENCE EVENT (2)	FUTURE LAG SUBMERGENCE EVENT (2)
403 Figuers Drive	682.93	680.34	100-year	100-year
1504 Figuers Drive	680.16	676.49	2-year	10-year
1502 Figuers Drive	678.03	675.09	< 2-year	10-year
1500 Figuers Drive	678.16	675.09	< 2-year	10-year
1414 Figuers Drive	673.2	672.88	< 2-year	< 2-year
404 Perkins Drive	678.7	674.46	100-year	100-year
<u>Drainage Improvements:</u> 1) Channel improvement from Alicia Drive to Figures Drive. 2) Culvert Upgrades at Perkins Drive and Figuers Drive.				
<u>Design Constraints</u> 1) Can not lower right bank elevation with out increasing LAG submergence. 2) Match existing channel invert elevations 3) Channel improvement using a 5 foot bottom width and 3:1 side slopes to daylight. 4) Minor channel realignment required.				
<u>Notes:</u> (1) FFE is the surveyed Finished Floor Elevation (2) LAG submergence is based on the Low Adjacent Grade (LAG) elevation. (3) The information shown above is based on the hydraulic properties of the stream and cross drains.				
<u>This information does not account for nuisance flooding caused by local drainage issues from adjacent private properties.</u>				



Figuers Drive Area Drainage Discussion - EXHIBIT E

FIGUERS DRIVE - EAST OPTION 2 - CROSS DRAIN UPGRADES, CONCRETE CHANNEL IMPROVEMENT AND DIVERSION				
ADDRESS	FFE (1)	LAG	EXISTING LAG SUBMERGENCE EVENT (2)	FUTURE LAG SUBMERGENCE EVENT (2)
403 Figuers Drive	682.93	680.34	100-year	100-year
1504 Figuers Drive	680.16	676.49	5-year	100-year
1502 Figuers Drive	678.03	675.09	< 2-year	100-year
1500 Figuers Drive	678.16	675.09	< 2-year	100-year
1414 Figuers Drive	673.2	672.88	< 2-year	100-year
404 Perkins Drive	678.7	674.46	5-year	100-year
Drainage Improvements: 1) Channel improvement from Alicia Drive to Figuers Drive. 2) Culvert Upgrades at Perkins Drive and Figuers Drive. 3) Diversion Storm Sewer from Figuers Dr. to Perkins Dr. 4) Concrete channel from Perkins Dr. to Alicia Dr. 5) 6x3 RCB at Alicia Dr.				
Design Constraints 1) Can not lower right bank elevation with out increasing LAG submergence. 2) Match existing channel invert elevations 3) Channel improvement using a 5 foot bottom width and 3:1 side slopes to daylight. 4) Minor channel realignment required. 5) 5 driveway cross drains to be designed 6) Storm sewer inlets to be designed 7) Localized grading of yards adjacent to conc. diversion channel.				
Notes: (1) FFE is the surveyed Finished Floor Elevation (2) LAG submergence is based on the Low Adjacent Grade (LAG) elevation. (3) The information shown above is based on the hydraulic properties of the stream and cross drains.				
<u>This information does not account for nuisance flooding caused by local drainage issues from adjacent private properties.</u>				



NOT TO SCALE

CITY OF FRANKLIN
FIGUERS DRIVE DRAINAGE STUDY



WEST CONVEYANCE
DRAINAGE IMPROVEMENTS

OPTION 1

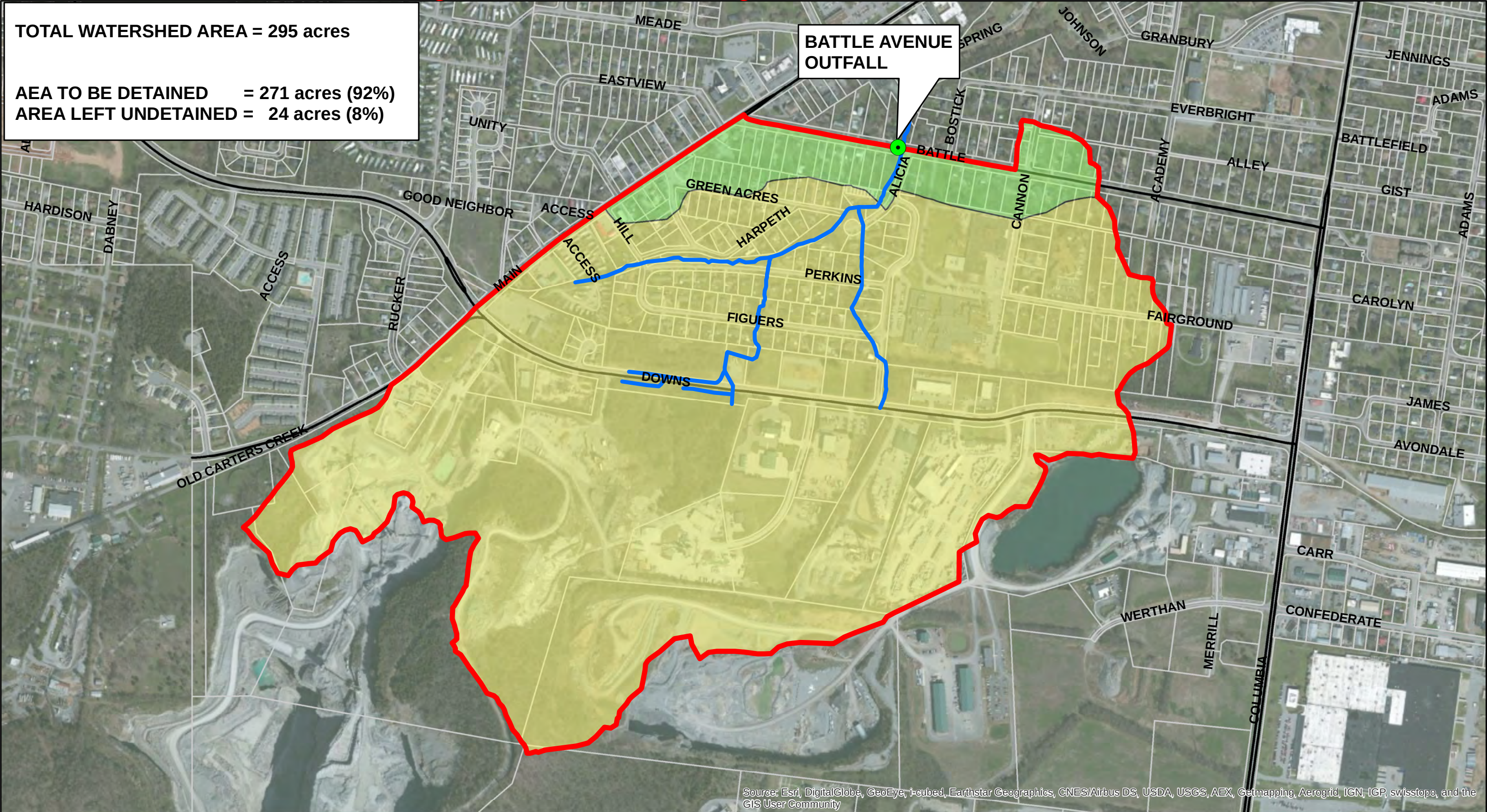
EXHIBIT WEST 1

October, 2014

Figuers Drive Area Drainage Discussion - EXHIBIT F

FIGUERS DRIVE - WEST OPTION 1 - CROSS DRAIN UPGRADES				
ADDRESS	FFE (1)	LAG	EXISTING LAG SUBMERGENCE EVENT (2)	FUTURE LAG SUBMERGENCE EVENT (2)
419 Perkins Drive		679.19	< 2-year	50-YEAR
421 Perkins Drive		679.51	< 2-year	100-YEAR
<u>Drainage Improvements:</u> 1) Remove existing cross drain downstream of Perkins Drive. 2) Culvert Upgrades at Perkins Drive and Figuers Drive.				
<u>Design Constraints</u> 1) Proximity of houses to bank makes channel widening problematic. 2) Existing channel elevations lowered at proposed RCB's.				
<u>Notes:</u> (1) FFE (Finished Floor Elevation) was not surveyed (2) Low Adjacent Grade (LAG) elevation taken from the survey point closest to the structure. (3) LAG submergence is based on the Low Adjacent Grade (LAG) elevation. (4) The information shown above is based on the hydraulic properties of the stream and cross drains. <u>This information does not account for nuisance flooding caused by local drainage issues.</u>				

Figuers Drive Area Drainage Discussion - EXHIBIT G



Legend

- Undetained Area
- Detained Area
- Watershed Boundary
- Study Area Streams

CITY OF FRANKLIN
400 BLOCK BATTLE AVENUE
STORM WATER DETENTION EVALUATION

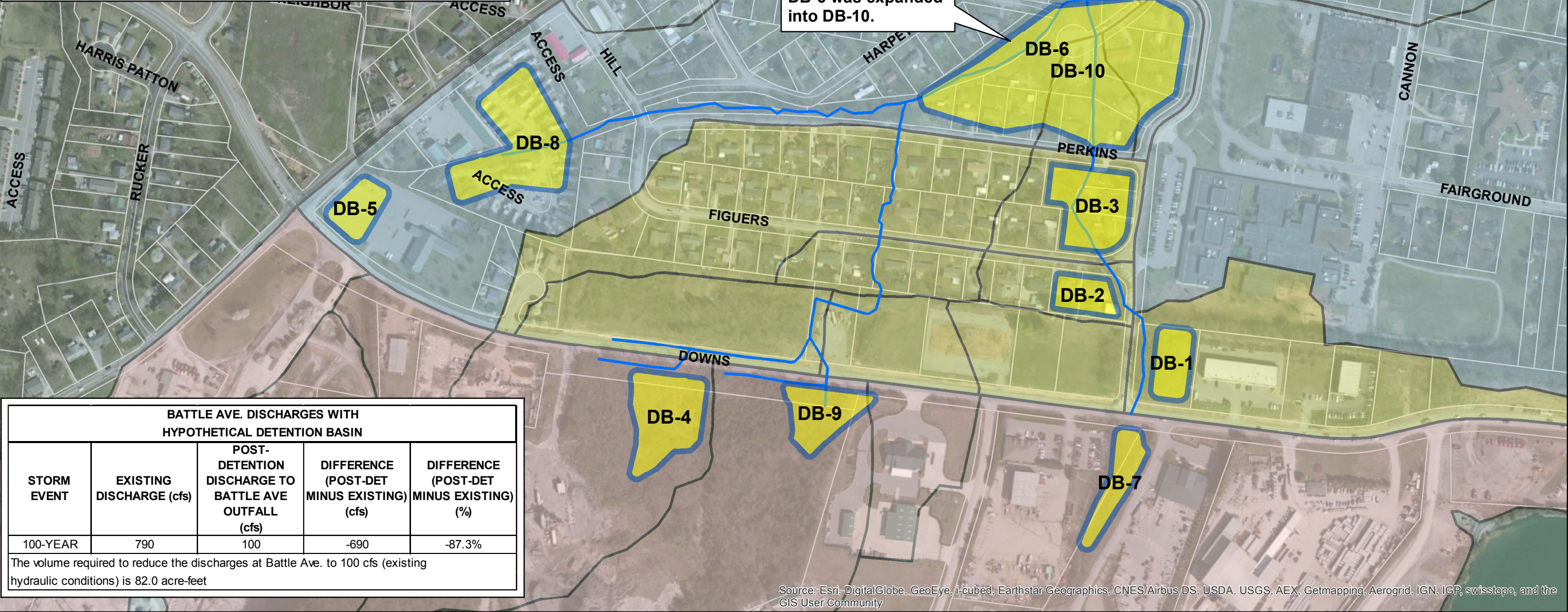


NOT TO SCALE

AREA REQUIRED TO BE
DETAINED TO OBTAIN
100-YEAR PROTECTION
AT BATTLE AVENUE

Figuers Drive Area Drainage Discussion - EXHIBIT H

BATTLE AVE. DISCHARGES AFTER DETENTION				
STORM EVENT	EXISTING DISCHARGE AT BATTLE AVE. (cfs)	POST- DETENTION DISCHARGE AT BATTLE AVE OUTFALL (cfs)	DIFFERENCE (POST-DET MINUS EXISTING) (cfs)	DIFFERENCE (POST-DET MINUS EXISTING) (%)
2-YEAR	268	118	-150	-55.9%
5-YEAR	403	176	-226	-56.2%
10-YEAR	504	211	-294	-58.2%
25-YEAR	620	259	-361	-58.2%
50-YEAR	707	349	-358	-50.6%
100-YEAR	790	433	-357	-45.2%
All subbasins discharge into DB-10 except basins 01 and 02.				



BATTLE AVE. DISCHARGES WITH HYPOTHETICAL DETENTION BASIN				
STORM EVENT	EXISTING DISCHARGE (cfs)	POST- DETENTION DISCHARGE TO BATTLE AVE OUTFALL (cfs)	DIFFERENCE (POST-DET MINUS EXISTING) (cfs)	DIFFERENCE (POST-DET MINUS EXISTING) (%)
100-YEAR	790	100	-690	-87.3%
The volume required to reduce the discharges at Battle Ave. to 100 cfs (existing hydraulic conditions) is 82.0 acre-feet				

Legend

- Historical Structural Flooding

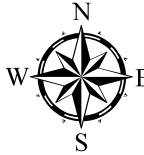
POTENTIAL DETENTION AREAS

Study Area Streams
- Battle Ave. Subbasins

Figuers Dr. Subbasins

Quarry Subbasins

CITY OF FRANKLIN
400 BLOCK BATTLE AVENUE
STORM WATER DETENTION EVALUATION



NOT TO SCALE

POTENTIAL STORM WATER
DETENTION AREAS

EXHIBIT 2

August, 2014

Figuers Drive Area Drainage Discussion - EXHIBIT I

1504 Figuers Drive – January 2008 (Across from Franklin Elementary School)



Figuers Drive Area Drainage Discussion - EXHIBIT I



Figuers Drive Area Drainage Discussion - EXHIBIT I

1504 Figuers Drive – February 28, 2011



403 Figuers Drive – Flooding on 08/11/13



Figuers Drive Area Drainage Discussion - EXHIBIT I



Figuers Drive Area Drainage Discussion - EXHIBIT I



1500 Figuers Drive – Flooding on 08/11/13





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

DATE: FEBRUARY 9, 2015

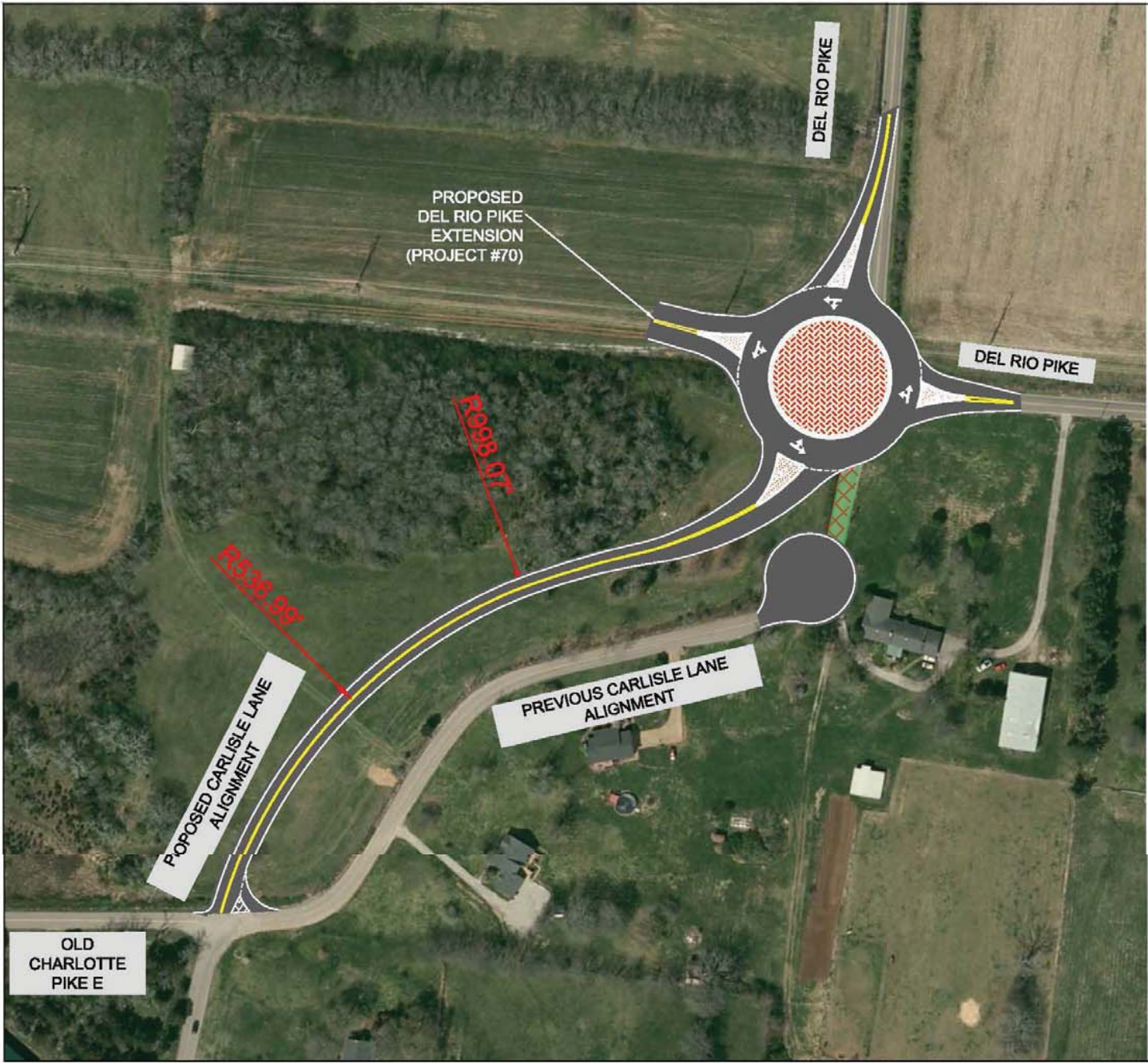
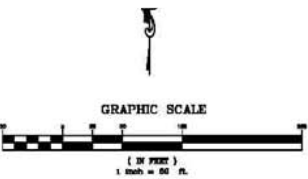


Exhibit B



SPECIAL NOTES

- THE HORIZONTAL CURVATURE MINIMUM DESIGN RADIUS ON A ROADWAY WITH A 40 MPH DESIGN SPEED AND A CONSERVATIVE ESTIMATE OF 4% SUPERELEVATION IS 533 FEET ACCORDING TO AASHTO'S *A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS* (2014).
- THE ROUNDABOUT PORTRAYED IN THE FIGURE IS FOR PLANNING PURPOSES ONLY AND SHOULD NOT BE CONSIDERED THE FINAL DESIGN. THE PRELIMINARY ROUNDABOUT PLAN WAS DESIGNED TO CONTAIN AN INSCRIBED CIRCLE DIAMETER OF 130 FEET, A 16 FOOT SINGLE-LANE CIRCULATING ROADWAY, AND AN OVERALL FOOTPRINT APPROXIMATELY 190 FEET IN DIAMETER TOTALING 28,400 SQUARE FEET.
- THE CUL-DE-SAC LOCATED ON THE PREVIOUS CARLISLE LANE ALIGNMENT HAS A 50 FOOT RADIUS WHICH IS IN ACCORDANCE WITH THE DESIGN STANDARDS FOR CUL-DE-SACS LISTED IN *THE CITY OF FRANKLIN, TN - TRANSPORTATION & STREET TECHNICAL STANDARDS*, 2014 EDITION.



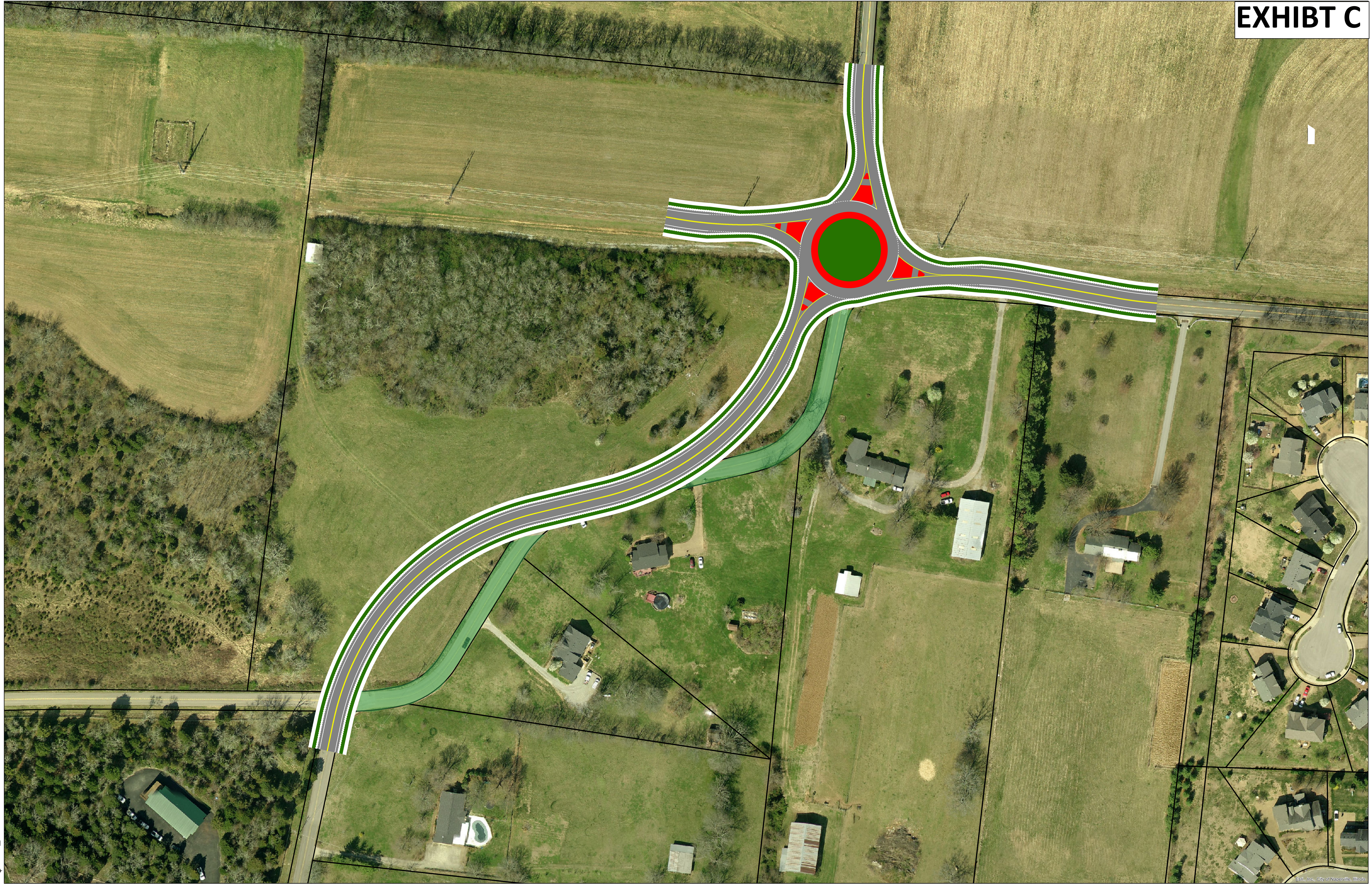
T-SQUARE ENGINEERING
Civil Engineering Consultants
770 Glenwood Ct., Suite 200, Germantown, TN 37037 • 615-754-6572

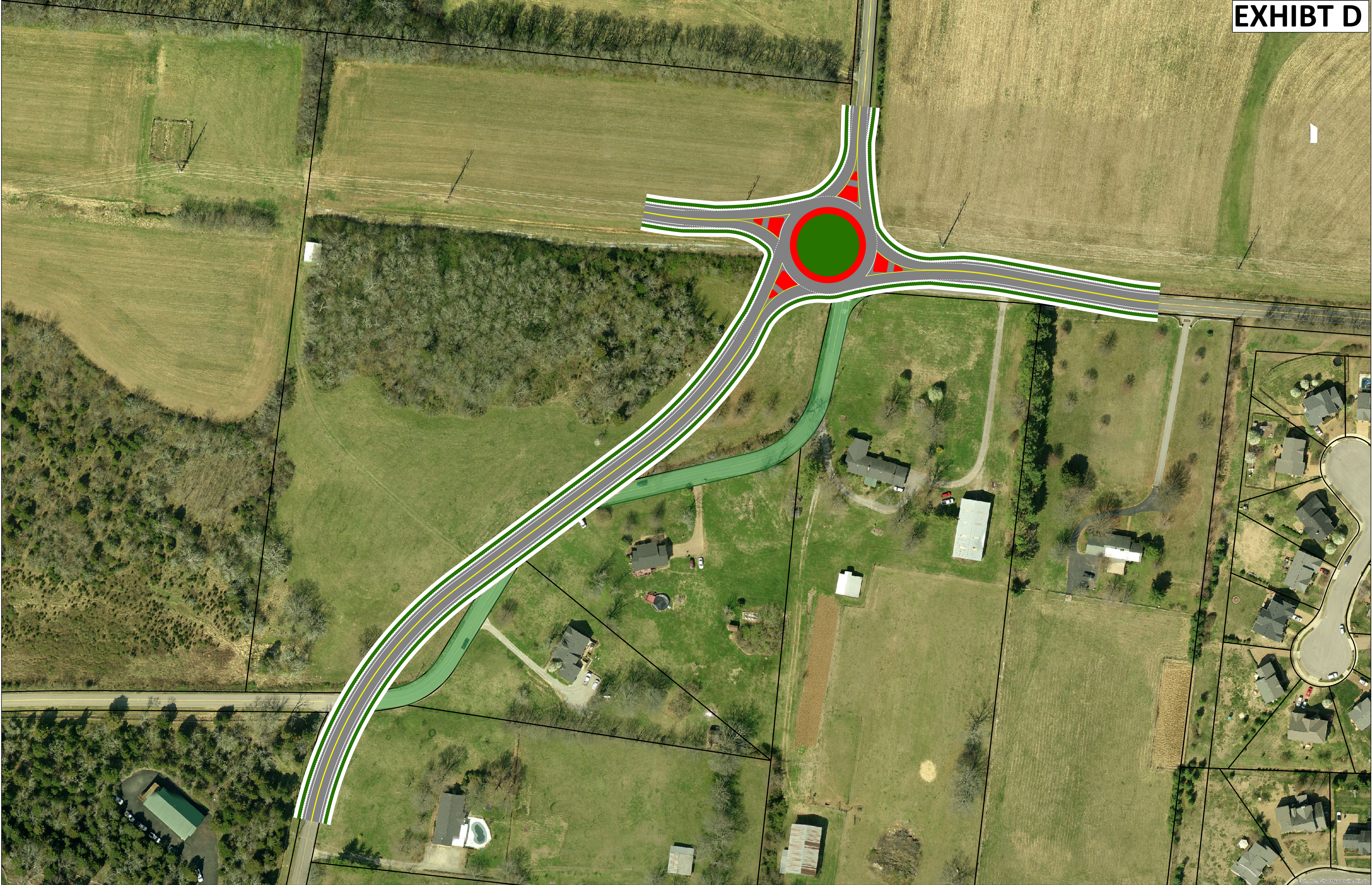


NO.	DATE	REVISIONS

CARLISLE LANE SUBDIVISION
CARLISLE LANE REALIGNMENT
REALIGNMENT & 80' SAFETY STUDY
CARLISLE LANE
FRANKLIN, TENNESSEE

JOB NUMBER
14-1013
SHEET NUMBER
FIGURE 4





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



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,

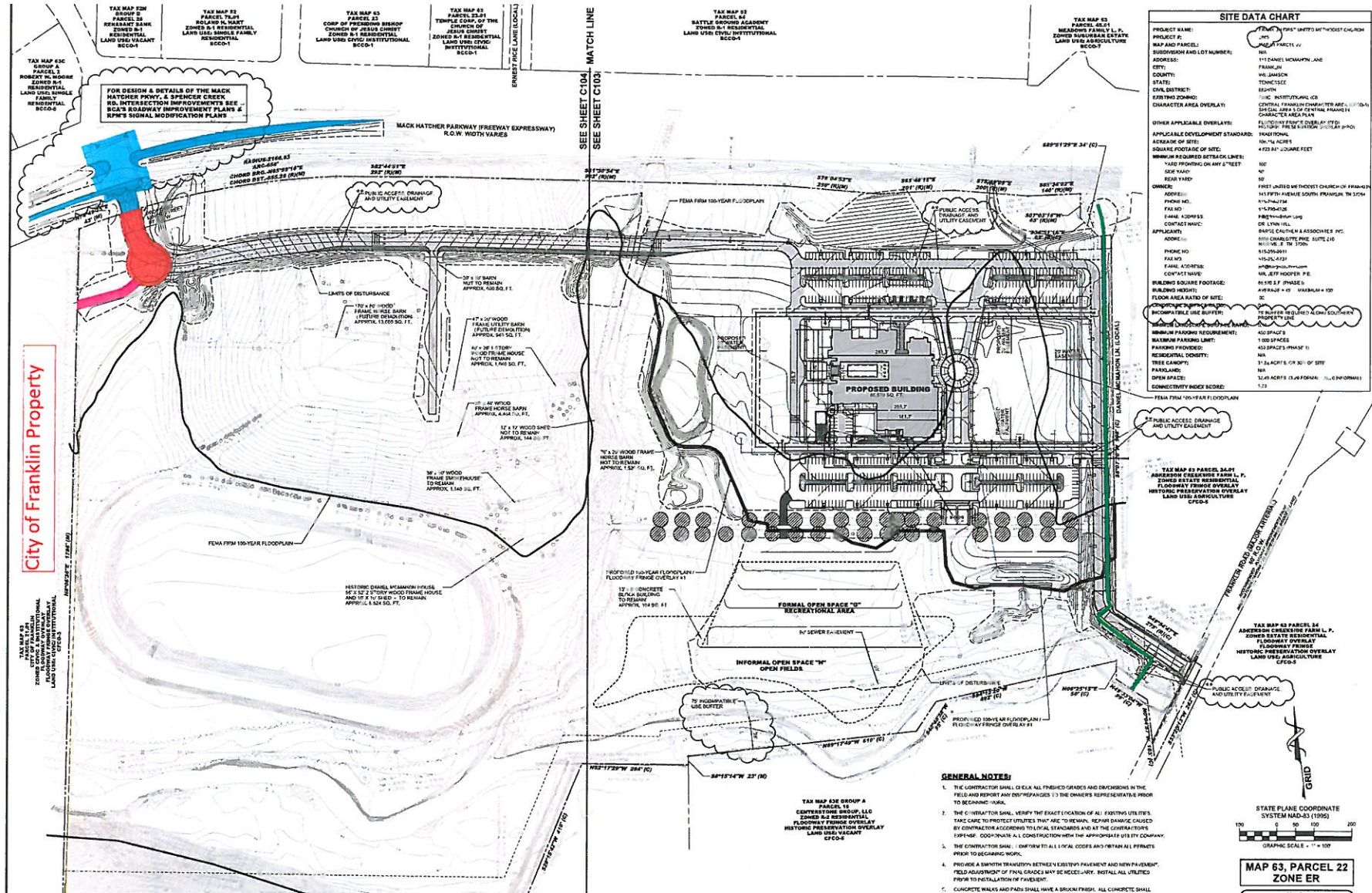


Ronald H. Griffeth

Chairman

FFUMC Building Committee

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



- Signal Design and Intersection Improvements at Mack Hatcher Parkway and Aldersgate Way
- Aldersgate Way Design, Right-of-Way Dedication and Construction
- 8' Wide Multiuse Trail and Pedestrian Bridge Construction Cost
- Public Access Easement and Access Road Improvements Serving City of Franklin Property



FRANKLIN FIRST UNITED METHODIST CHURCH PUD
 SITE PLAN, SECTION 1
 ALDERSGATE WAY
 FRANKLIN, IN



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



City of Franklin, Tennessee
Socrata Open Government Initiative

Transitioning Data: From Numbers to Action



City of Franklin, Tennessee

Open Government Initiative

Transitioning Data:

The City has spent the last year taking the Strategic Plan (**FranklinForward**) from concept to practice.

We have:

- Created templates analyzing progress of strategic plan goals
- refocused and reformatted all budgets around Strategic Plan goals
- Used **FranklinForward** to drive how the City measures its data and performance.



City of Franklin, Tennessee **Open Government Initiative**

Transitioning Data: Next Step

We are now ready to take the next step: to present that data in an easily accessible format to our citizens and taxpayers. To do this, we recommend partnering with Socrata to develop an open government platform which can be accessed 24/7/365.

Socrata: What is it?



Socrata, Inc. is a Seattle-based software-as-a-service provider with a global presence founded in 2007. It is a global leader in government data and performance management which focuses exclusively on a cloud-based platform that democratizes access to government data in order to:

Transform government - Improve resident engagement - Increase transparency - Fuel innovation - Make data-driven decisions - Improve operational efficiency

City of Franklin, Tennessee

Open Government Initiative

Example:

The City has identified the following goal:



Theme: A Safe, Clean and Livable City

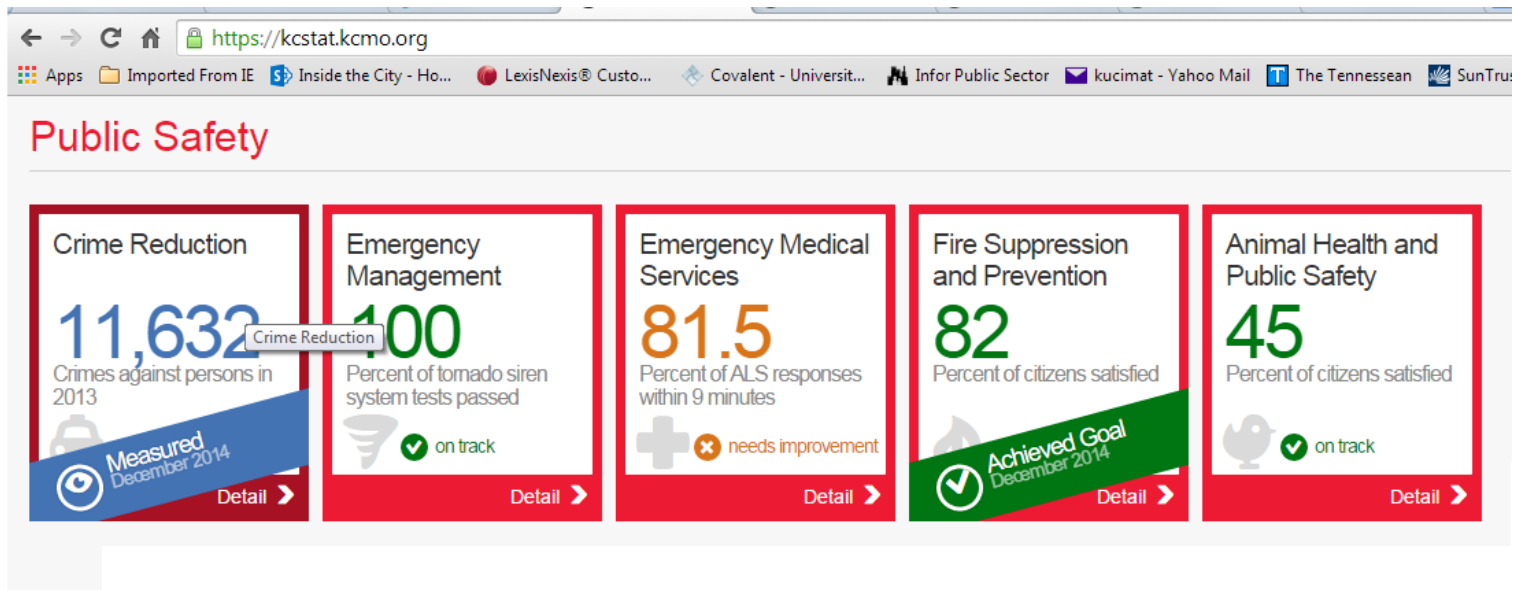
Sub-Theme: Franklin will have safe neighborhoods supported by high-quality police, fire, and emergency services as well as effective code enforcement.

Goal: Maintain violent crime rate in Franklin at least half of the national average and decrease by 3% annually. (# per 100,000 pop.)

City of Franklin, Tennessee Open Government Initiative

Example:

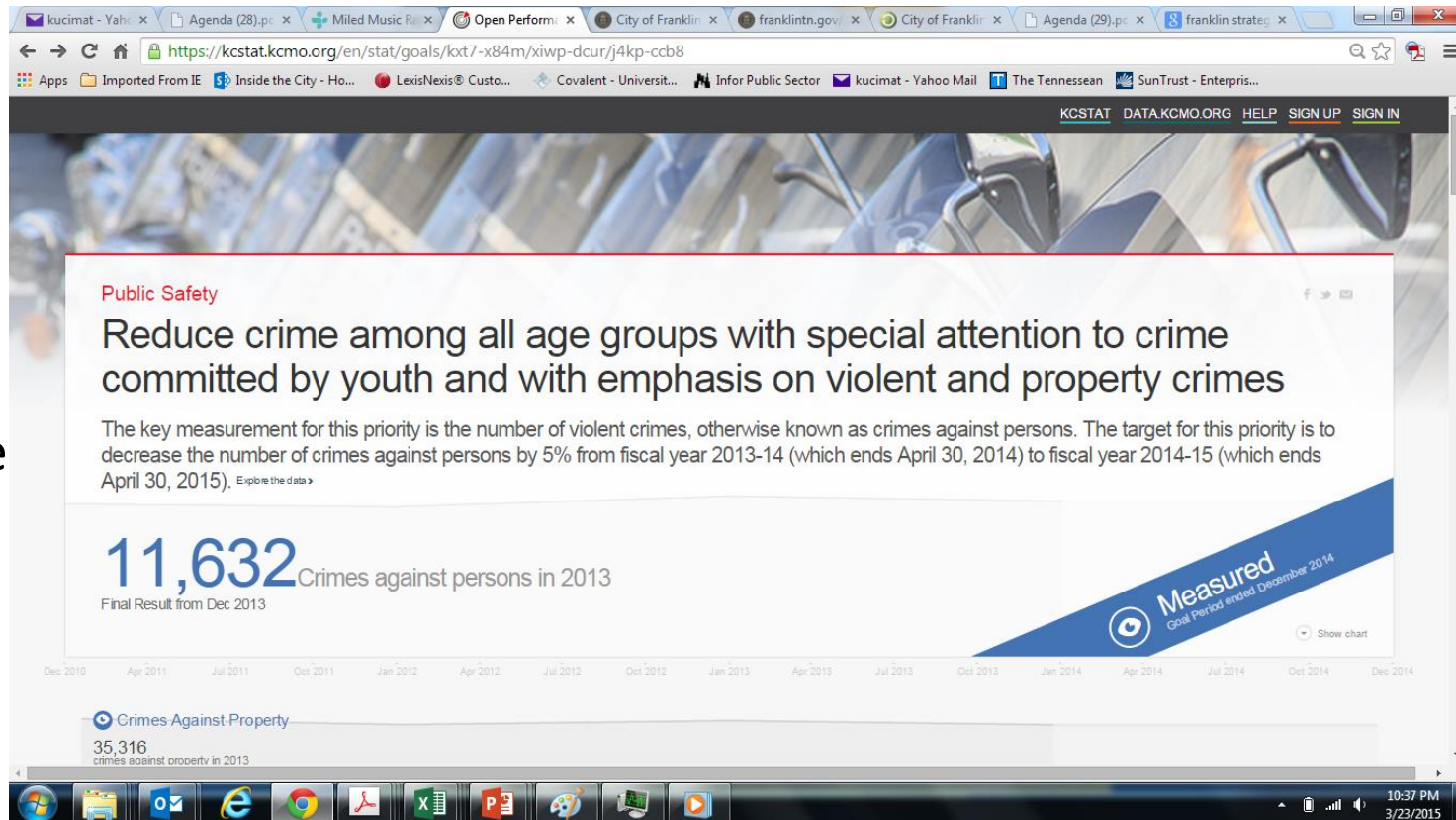
With Socrata, we can visualize these themes and goals and create an interactive dashboard. Below is the City of Kansas City's Online Data Site:



City of Franklin, Tennessee Open Government Initiative

Example:

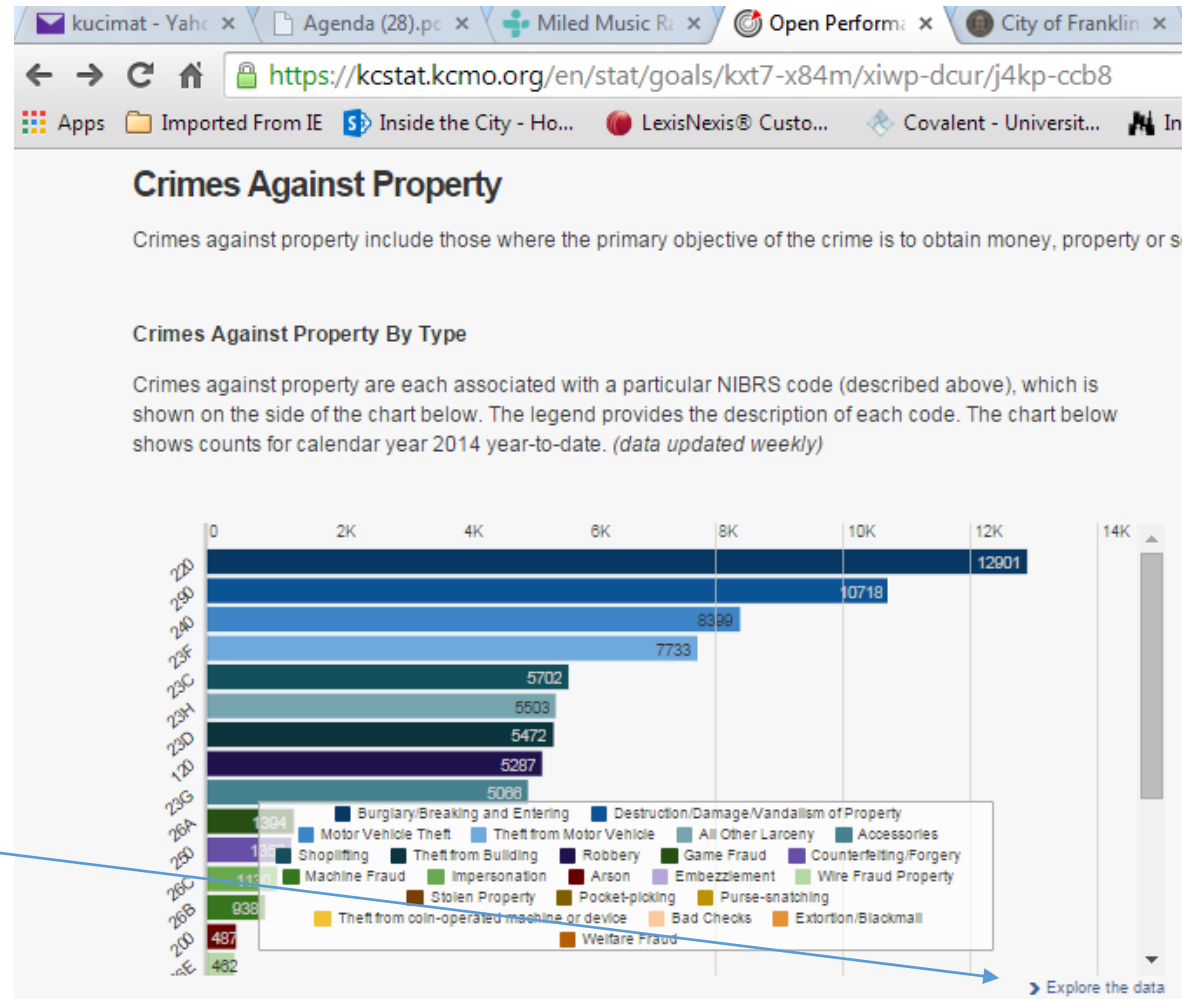
Both Franklin and Kansas City share the goal of Crime Reduction. Clicking on the link Crime Reduction opens:



City of Franklin, Tennessee Open Government Initiative

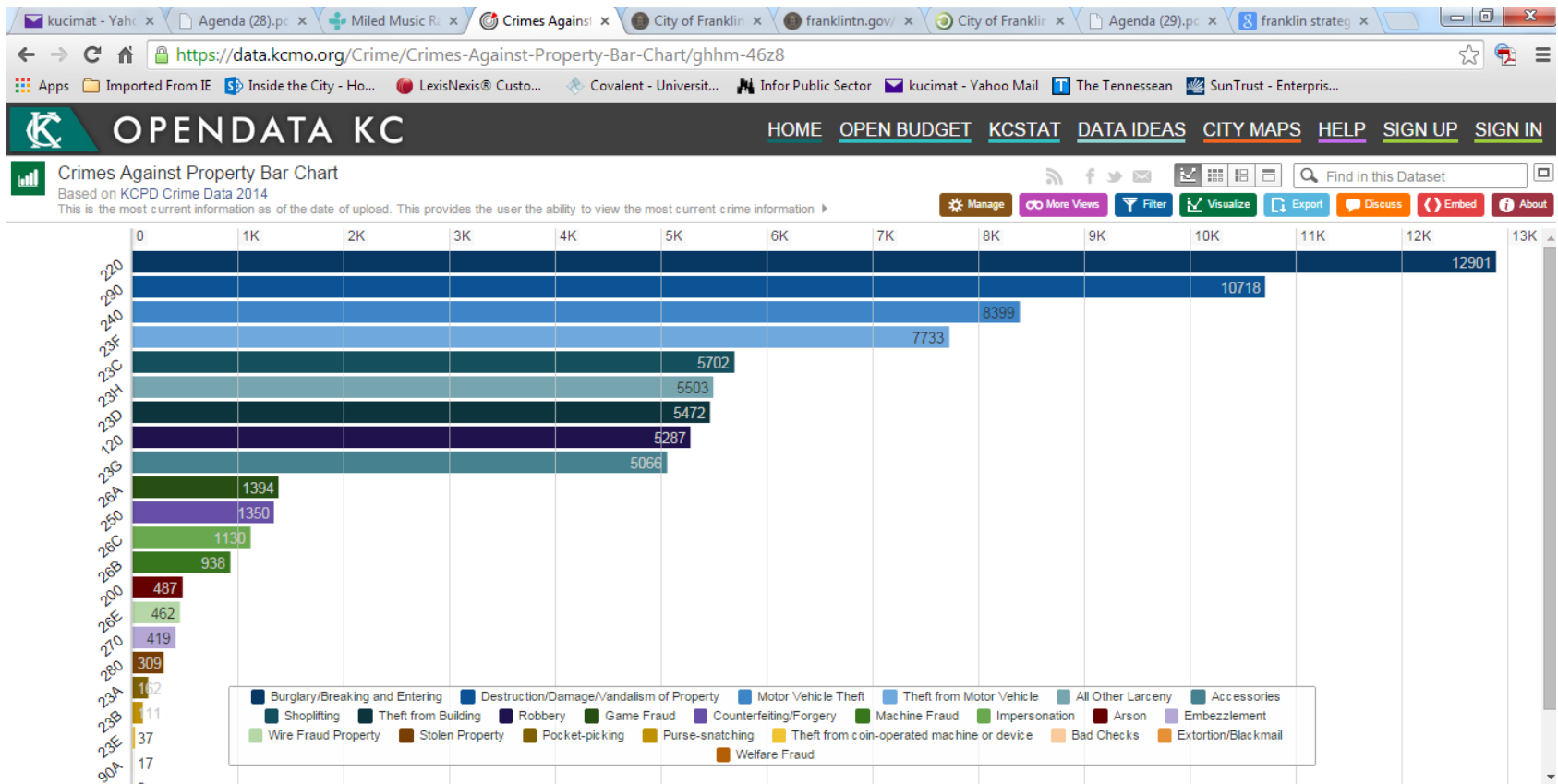
Example:

Scrolling down allows further detail, and it can be shown in a variety of ways. If you click the “Explore the Data” link, you get:



City of Franklin, Tennessee Open Government Initiative

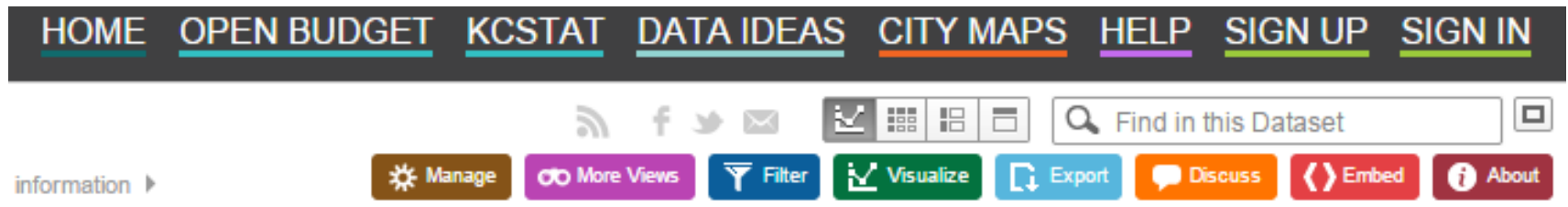
Example: Further Detail and Options



City of Franklin, Tennessee

Open Government Initiative

Example:



This tool allows the City to present more data than ever before – both from a performance standpoint and a budget standpoint. Options on how to examine the data, how to visualize it and how to filter it are shown above.



City of Franklin, Tennessee

Open Government Initiative

Closing:

As Franklin grows, so do the needs and demands of its citizens. Only through a thorough understanding of how the City spends its resources and how efficiently it uses them can we collectively build the City we desire. We believe that providing an open platform with which all can evaluate the City is the best, most transparent and most appropriate way to build and sustain Franklin. This tool allows us to further the goals set forth in **FranklinForward** and demonstrate to the our taxpayers our commitment to them.



FranklinForward: Progress Update



Since July 1, staff has worked to develop a plan for the operational integration of the City's Strategic Plan, **FranklinForward**. This plan so far has consisted of three steps to elevate the plan from paper to action:

- Visualizing the Themes
- Identification/Creation of "Champions"
- Integration of Existing Performance Measure Efforts into the Strategic Plan

Visualization of the Themes

The first step in advancing the Strategic Plan was to create identifiable icons for each theme. Research has shown that it is easier to identify and remember the theme if there is an icon behind it (this is branding 101 - think the McDonald's arches, the Sinclair Dinosaur, or even our new City Seal). We have advanced that concept here by creating one icon for each theme:

	A Safe Clean and Livable City
	An Effective and Fiscally Sound City Government Providing High Quality Service
	Quality Life Experiences
	Sustainable Growth & Economic Prosperity

FranklinForward: Progress Update



Creating "Champions" for the Goals

Once we identified a visual way to quickly remember each of the four themes, we set out to make a practical way to actually achieve/manage the goals of the strategic plan. The most practical way was to assign a "champion" department for each goal within the four themes of FranklinForward. Although not perfect, by assigning each goal to a department within the budget, the likelihood that each goal and in turn each theme is followed and achieved increases greatly. Some goals have been assigned to contracted services, rather than City departments (e.g. Franklin Transit Authority, Economic Development) because they can only be achieved by external agencies, or because the ability to influence that goal is greatest within those outside agencies rather than within the City. All goals, however, have been assigned to a budget line-item, and thus will be reflected in the Fiscal Year 2016 budget and beyond, ensuring that attention is given to the Strategic Plan going forward annually.

				
Theme	A Safe Clean and Livable City	An Effective and Fiscally Sound City Government Providing High Quality Service	Quality Life Experiences	Sustainable Growth & Economic Prosperity
Sub-Themes	5	3	4	3
Goals	18	9	21	16
Departments	Police, Fire, Administration, Building & Neighborhood Services Planning, Fleet, Facilities, Water & Sewer, Sanitation & Environmental Services	Administration, Communications, IT, Finance, Human Resources	Planning, Communications, Parks, TOC, FTA, Administration, Economic Development	Administration, Planning, Economic Development



FranklinForward: Progress Update



Integrating all of COF Measures

The final step of integration of the Strategic Plan into operations of the City of Franklin was to tie it to all of the other performance based measures and benchmarking the City currently does. For the record, the City of Franklin currently participates in no less than five (5) city-wide efforts which measure performance in some way, shape or form: *FranklinForward*, Tennessee Municipal Benchmarking Project (TMBP), Sustainable Franklin, Franklin Tomorrow and existing performance measures reflected in the annual budget document and year-end reports. In order to integrate each component into the Strategic Plan, a new departmental performance template has been created (see attached example for Building & Neighborhood Services), whereby the assigned theme and goals of the Strategic Plan are first, followed by a traditional breakout of performance measures according to whether they are a workload, an efficiency or an outcome measure.

Our goal is simple: Create a unified performance measurement system for the City of Franklin which orients everything we do through the strategic plan while measuring our performance using best practices across our industry and other cities in Tennessee. The result will be a cohesive, meaningful and useful performance measurement effort accessible to citizens, elected officials, staff and taxpayers alike.

While evaluating existing performance measures, staff also took the opportunity to review progress on the strategic plan. In doing so, we inventoried each theme, goal and baseline to see how much additional work was necessary before we even began to update the data in the plan. The results are shown on the next page. They show that although most goals have defined baselines, some data is missing and requires additional resources. For some baselines and goals, this means the City will have to conduct a new Citizen Survey.

FranklinForward: Progress Update



Baseline Establishment:

Progress Ranking

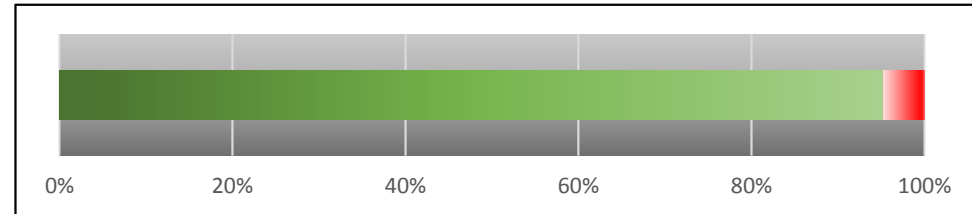
Good

Function: Establishing baselines which can measure goals to determine progress of strategic plan

Goal: 100%

By: ASAP

Goals which have baselines	61
Goals which do not have baselines	3
Total Goals	64



Measurement Determination:

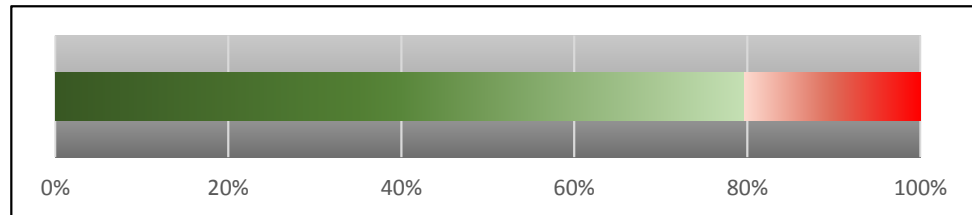
Progress Ranking

Improvement Needed

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Baselines with determined measures	59
Baselines which have no measure	15
Total Baselines*	74



**Please note: Some goals have more than one baseline.*

Data Determination

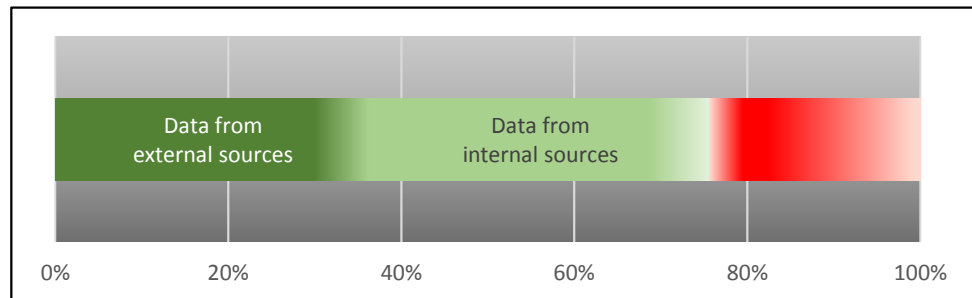
Progress Ranking

Improvement Needed

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Data from external sources	27
Data from internal sources	29
Data from citizen survey	5
Data source not established	13
Total Baselines*	74



**Please note: Some goals have more than one baseline.*



FranklinForward: Progress Update



Transparency

Having a strategic plan with quantifiable results and an integrated performance measurement is great, but unless there is an accessible and easy way to communicate the results and progress of such a plan, it will go for naught. Administration is researching several online/cloud-based solutions which will increase the City's transparency in the areas of budgeting and performance measurement. These will not only be accessible online, but allow anyone to easily view City Finances and City performance in a series of graphical, numeric and descriptive forms. The goal is that these tools for transparency will be unveiled in early 2015.

Next Steps

The following timeline outlines next steps in our operational integration of Franklin Forward.

November 2014:	Present to BOMA Progress Update Continue to refine performance measures with departments Continue to evaluate transparency/online data initiative options
December 2014:	Prepare FY 2016 Budget templates inclusive of integrated performance measures Continue to evaluate transparency/online data initiative options
January 2015:	Quarterly Report to BOMA on one Theme of FranklinForward
Winter-Spring 2015:	Unveiling of FY 2016 Operating Budget w/ Integrated performance measures Launching of Online Transparency Tools



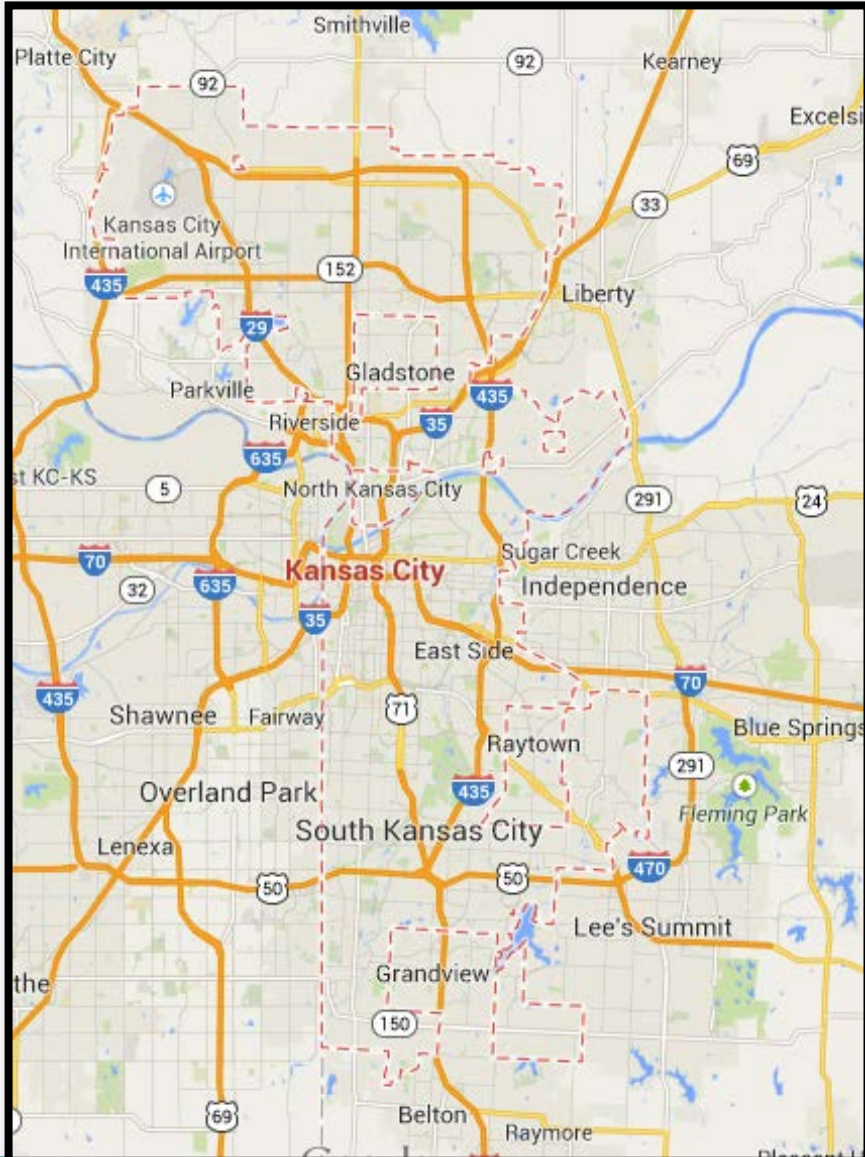
City of Kansas City, Missouri

Telling Stories with Your Data





Where the Stories Take Place: About Kansas City



- **Population:** 464,310
- **Square Miles:** 316
- **Form of Gov't:** Council/Manager
- **Sits beside state line with Kansas, which is a benefit and a challenge**
- **Number of BBQ Restaurants:** 100 plus*

*unofficial



City of Kansas City, Missouri

About the Office of Performance Management:

- Division of City Manager's Office
 - Team of three staff members
- Centralized collection point for department metrics
- *Oversees Weekly Performance Management (PM) Meetings and Monthly KCStat sessions*

What data means to KC:

- Beyond Anecdote to Empirical
 - Test Assumptions
- Prioritize Scarce Resources



City of Kansas City, Missouri

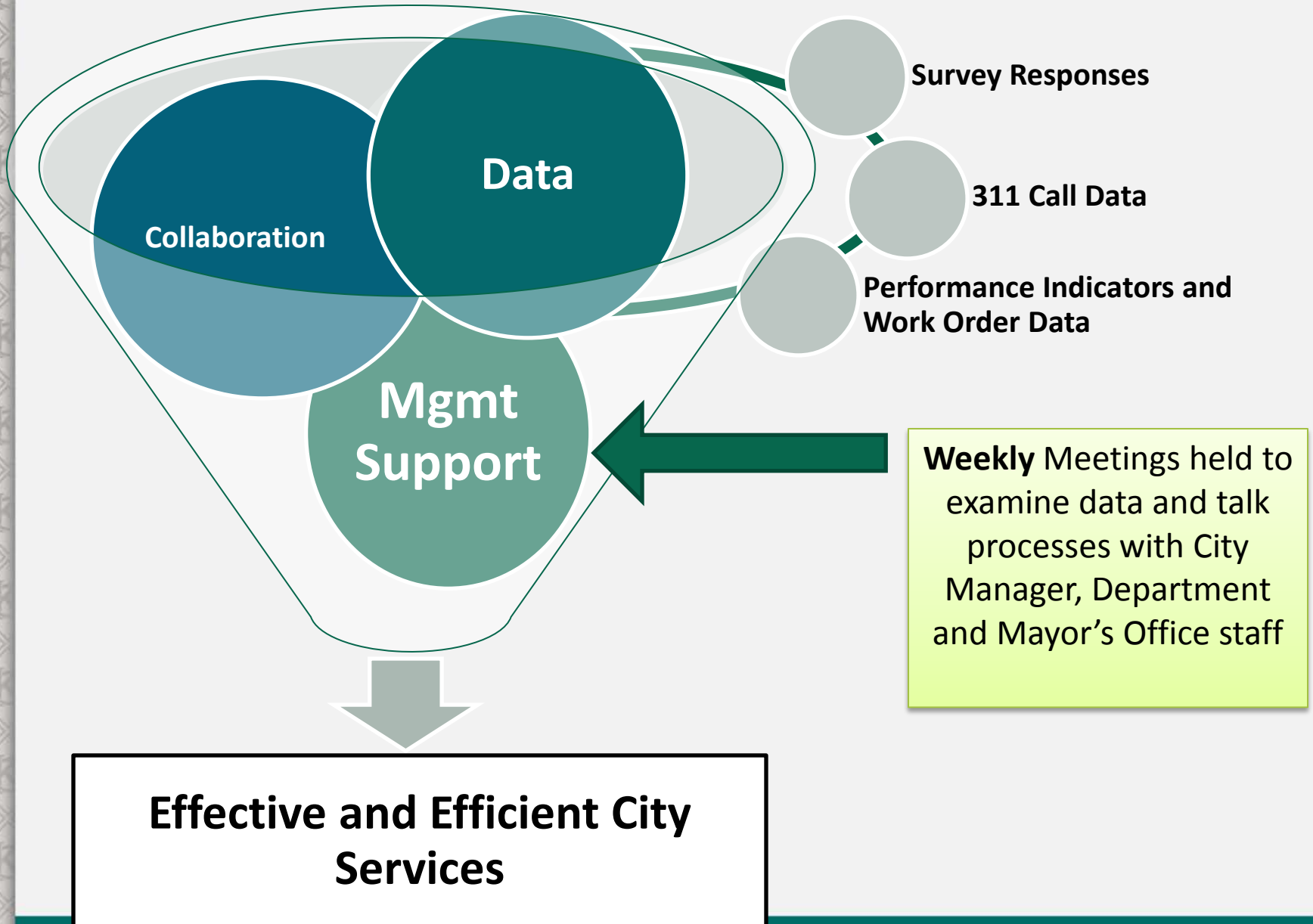
Measurement vs. Management

*“Performance measures will not lead inevitably to improved performance. Although the act of measuring an operation for its results draws attention to that function and may thereby inspire greater efforts and improved performance, such results cannot be guaranteed. Performance measurement is merely a tool. If wielded properly, it can identify areas of performance adequacy and areas of performance deficiency; however, it can neither explain the former nor prescribe remedies for the latter. **Reliable explanations and appropriate prescriptions require subsequent analysis of those targeted operations.**”*

- Dr. David Ammons



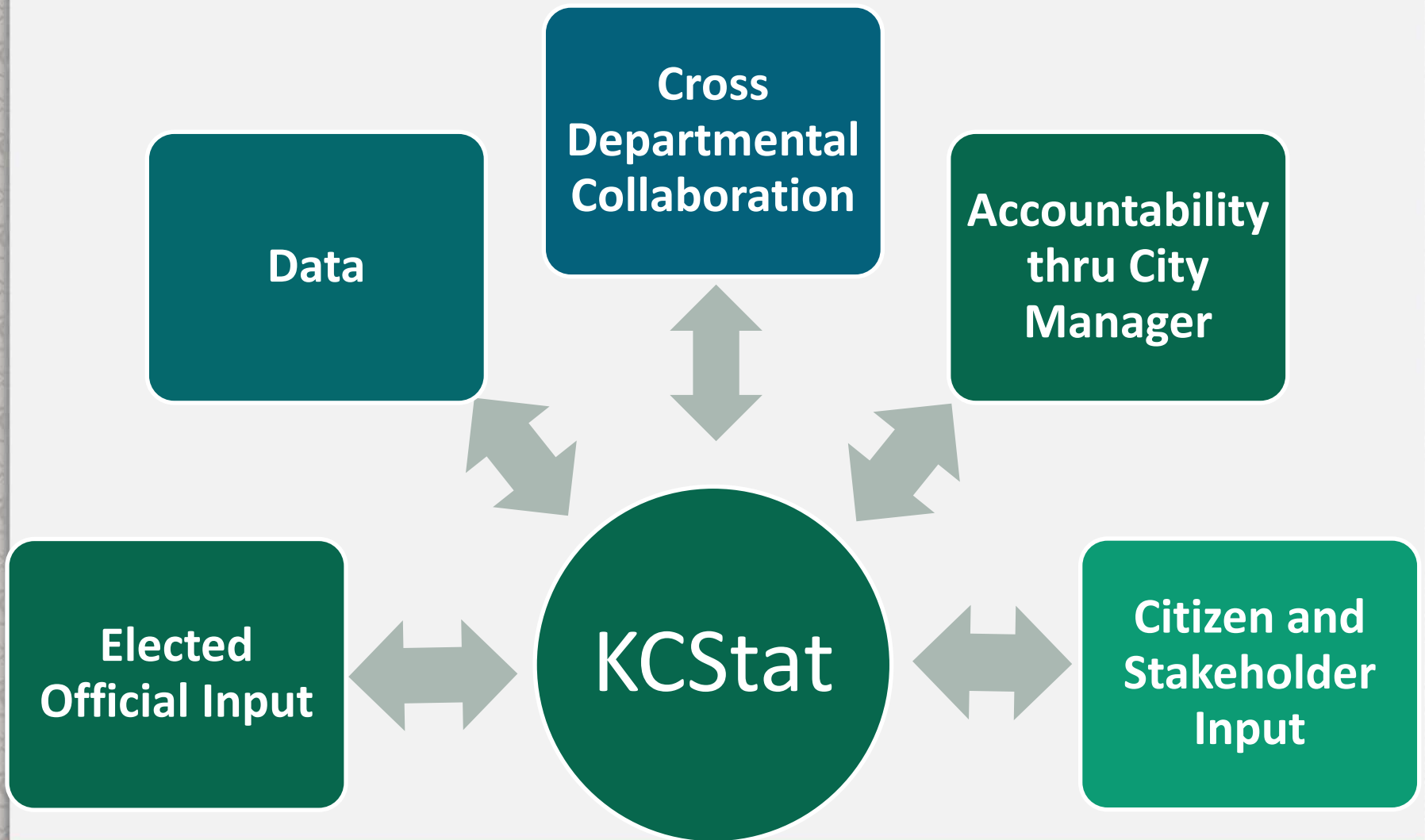
What is Performance Management in KC?





What is KCStat?

A public-facing element of the PM process that emphasizes accountability and results.





Data and Data Sources

Data	Source	Purpose
Service Level	311 Call Center Citizen Requests for Service	• Volume of Requests • Geographic Distribution of Service Needs • Department Timeliness • Customer Satisfaction with Service and Customer Service
Citizen Satisfaction	Annual Citizen Satisfaction Survey	• Citizen Perception City Services • Help Set Priorities for Improvement • Geographic Variations in Satisfaction
Work Order and Operational Data	Individual Department Work Order Systems	• Services Not Captured by Service Request Data
Key Performance Indicators	Department Reporting to City Manager's Office	• Measures of Demand, Output • Related to Budget



City of Kansas City, Missouri

Why Now?

- Technology has improved reporting capabilities
- *Supportive Leadership (City Manager and Elected Officials)*
 - Scarce Resources requiring prioritization and targeting
- Improved ability to benchmark because of national movement toward transparency (ICMA-CPM and others)
 - The luxury of dedicated staff



How KC Started Telling Stories

March 2010

December 2011

January 2014

Performance Management
Meetings Started

KCStat becomes
public-facing
forum to discuss
performance data

PM Refocus on
Department-
Specific Topics

Alignment of
KCStat with
Council Priorities

Initial Council
Strategic
Priority Setting
Session

Updates to
Council
Priorities

Measures
Assigned to
Council
Priorities

KCStat
Dashboard
Launched

May 2011

May 2012

Winter 2012

October 2013



City Council Priorities

Healthy Communities

Public Infrastructure

Public Safety

Economic Development

Neighborhood Livability

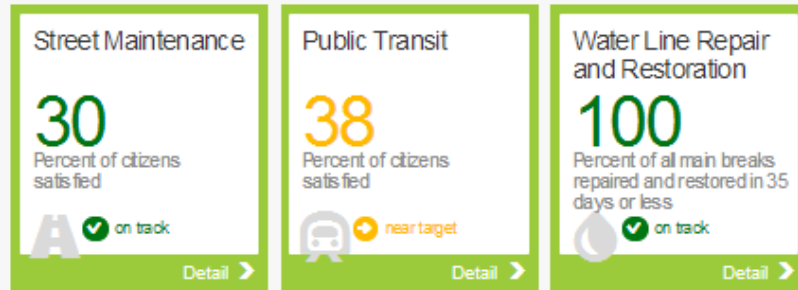
Governance

Customer Service and Communication



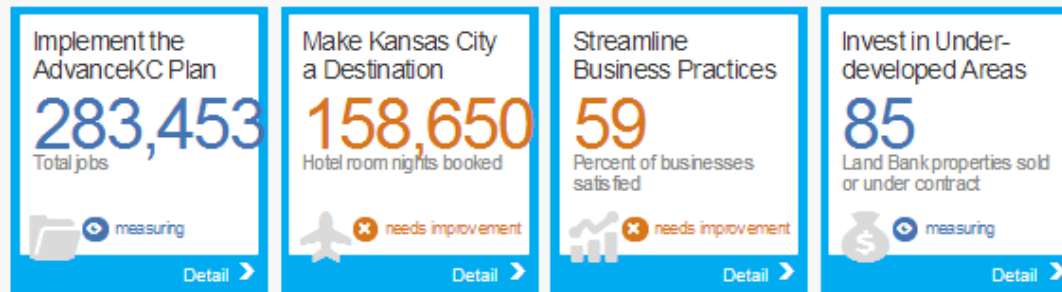
Need for a Way to Report Out

Public Infrastructure

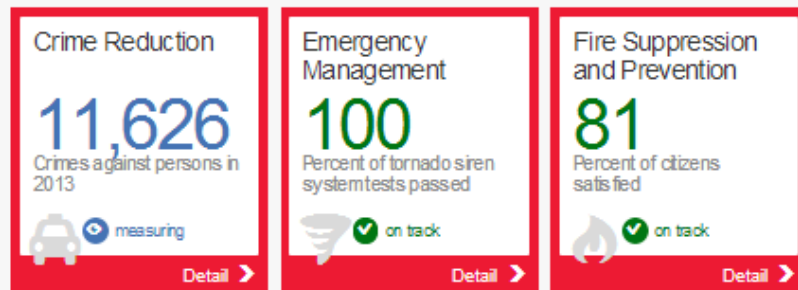


<https://kcstat.kcmo.org>

Economic Development



Public Safety





Water Services Department

A Story About How Data Can Drive Change

Public Infrastructure

Kansas City will build on a positive trend of timely repair of water leaks and restoration of the surrounding area.

This goal is measured by tracking the number of combined days it takes to repair a water main break and to restore the surrounding street and area. A timely response to water main breaks minimizes the impacts on customers, such as interrupted water service or closed streets. The target is to repair and restore 90% of all breaks in 35 days or less. [Explore the data](#)

100 Percent of all main breaks repaired and restored in 35 days or less
Current as of Dec 2013

90 Percent of all main breaks repaired and restored in 35 days or less
Apr 2014 Target



On Track
[View chart](#)

Apr 2012 Jul 2012 Oct 2012 Jan 2013 Apr 2013 Jul 2013 Oct 2013 Jan 2014 Apr 2014 Apr 2014

✓ Percent of Code 3 (Critical) Water Main Breaks Repaired within 24 hrs

93 percent

Repair is the first step of repair and restoration. The city has a goal of repairing 90% of Code 3 main breaks (those causing damaging leakage and/or disruption to service) within 24 hours.

✓ Percent of Code 2 Water Main Breaks Repaired within 14 days

100 percent

Repair is the first step of repair and restoration. The city has a goal of repairing 90% of Code 2 main breaks (those causing significant leakage) within 14 days.

✓ Percent of Code 1 Water Main Breaks Repaired within 21 days

93 percent

Repair is the first step of repair and restoration. The city has a goal of repairing 90% of Code 1 main breaks (those causing minimal leakage) within 21 days.

Why is this a priority?

Water main breaks are a normal occurrence in all cities, but are more likely to happen in older cities like Kansas City due to the age of the water pipes. In recognition of how water main breaks negatively affect customers, the city has renewed its commitment to repairing them in a reliably quick time frame.

How can we measure this?

In addition to how long it takes to repair water main breaks, the city looks at the overall number of breaks. Since timeliness is not the only factor for customers, the city also monitors customer satisfaction with the quality of service for breaks reported through the 311 Call Center. Finally, the city uses the information from the annual Citizen Survey to get a bigger picture of citizen perception.



Implementing Economic Development Strategic Plan

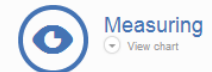
A Story About Starting Somewhere

Economic Development

Grow the economy and population of Kansas City by implementing AdvanceKC, the city's strategic plan for economic development.

The key measurement for this priority is Kansas City's total employment, since growth in the number of total jobs signifies increased economic opportunity for residents and businesses alike. Kansas City's employment has remained relatively stable over time. No goal has been established for this measurement. [Explore the data](#)

283,453 Total jobs
Current as of Dec 2011



Dec 2002 Jan 2004 Jan 2005 Jan 2006 Jan 2007 Jan 2008 Jan 2009 Jan 2010 Jan 2011 Jan 2012 Jan 2013 Jan 2014 Dec 2014

Kansas City Population

464,310
number of people

Population growth supports economic growth by creating density and demand for business services. Kansas City's population has seen slow growth over the last decade. No goal has been set for this measurement.

Kansas City's Unemployment Rate

5.3
percent unemployed

Lower unemployment means more productivity for the city and more income for its residents. No goal has been set for this measurement. These figures come from the Bureau of Labor Statistics, a reliable source for this type of economic data, and covers the entire Kansas City Metropolitan Statistical Area (MSA).

Average Annual Wage

54,352
dollars

Average annual wage shows how jobs translate into income for the City's residents. Growth in this figure represents increased economic opportunity for residents and an increased tax base for the city. No goal has been set for this measurement.

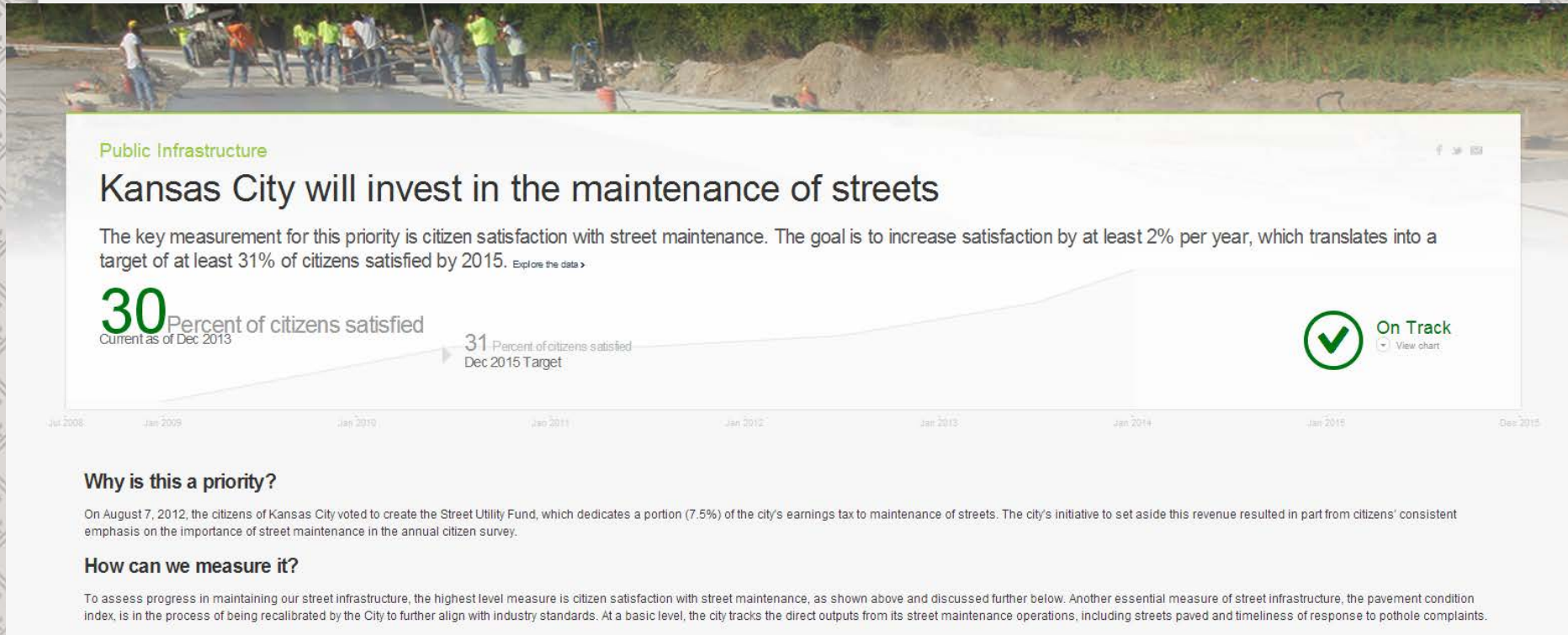
Why is this a priority?

The City of Kansas City, Mo.'s AdvanceKC initiative was launched in the fall of 2011 to determine how Kansas City, Mo., can grow its economy by capitalizing on its unique competitive assets. The AdvanceKC strategy does not reinvent the wheel - it pulls together past recommendations and studies into one holistic and cohesive plan that lays out far-reaching recommendations within 10 categories of competitiveness: Arts and Leisure, Business Climate, Connectivity and Collaboration, Infrastructure Development,



Street Maintenance

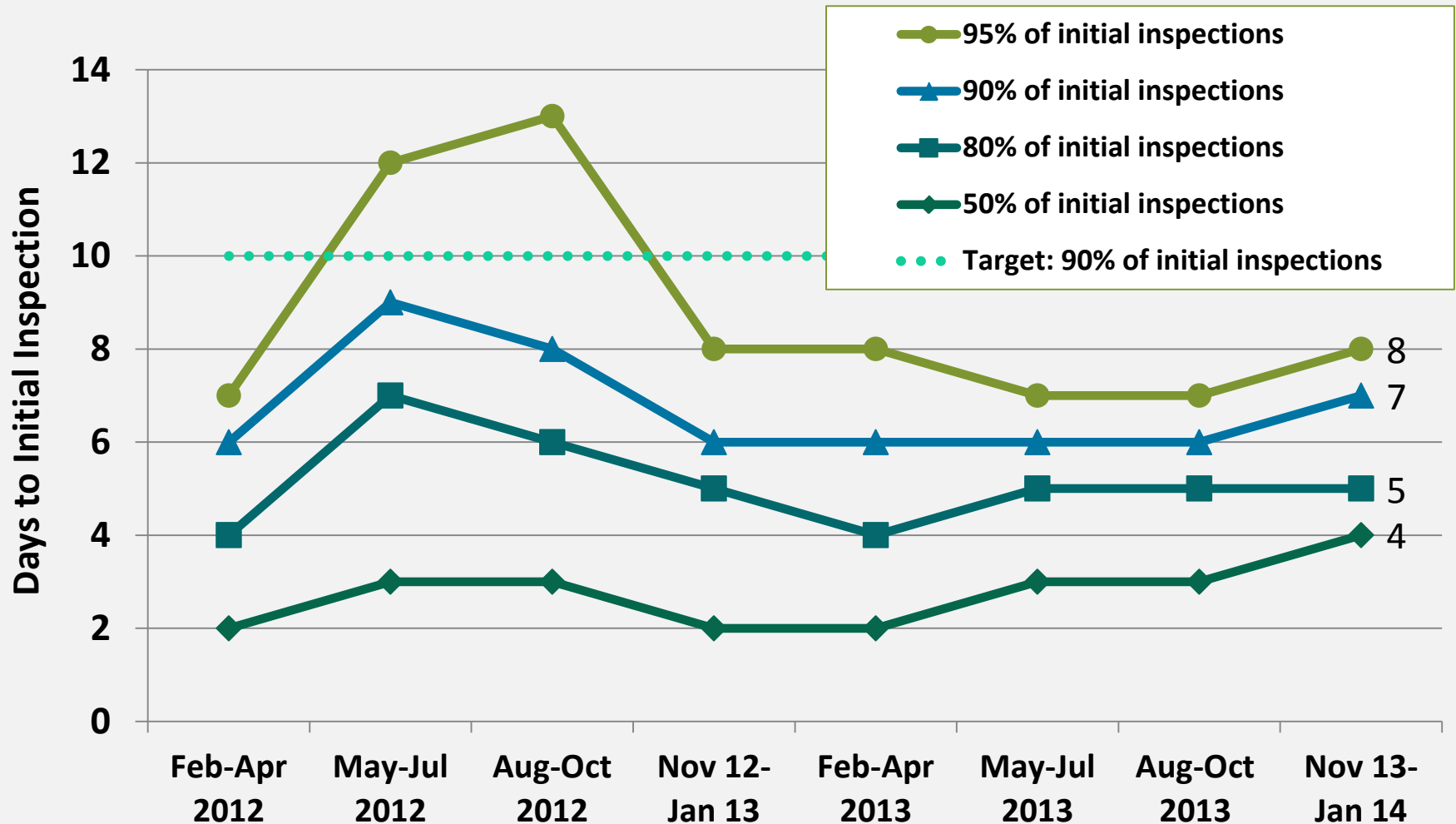
A Story About Perspective





Neighborhood Preservation*

A Story About The Ways You Can Look At Data



*Dashboard coming soon!



Important Themes: Data Evolves

Performance metrics and performance management programs are grow and change over time. What is measured and important one year may be different the next. Adaptation is key.



Important Themes: Its about better service not individual performance

Individuals can be held accountable if the performance of their group does not improve once they are aware of the issues, but the bottom line is – service and service delivery are what is under the microscope, not individuals.



Important Themes: Collaborate and Connect

Using data to play “gotcha” may work sometimes, but collaborating around an issue using data as your base works nearly every time.



Important Themes: Embrace and Celebrate

Don't hide from your data. It is a source of both challenging and positive news. If the news is bad, seek improvements; if the news is good, celebrate.



Important Themes: Management Matters

Data is only useful if it is used.

Management has the power to set the tone for how seriously and widely the organization uses performance measures and performance management.

Performance Management

Statement of Work

Submitted To:

City of Franklin



HISTORIC
FRANKLIN
TENNESSEE

Attn: Russell Truell, Chief Financial Officer
& Michael Walters Young, Business Process Improvement Manager

March 31, 2015

Submitted By:



Socrata

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Proposal for Services

Executive Summary

Socrata is pleased to offer this proposal to the City of Franklin in response to its request. The City of Franklin will procure Socrata's technology services pursuant to United States General Services Administration Contract No. GS-35F-0598S.

Socrata proposes to enter into a highly collaborative partnership with the City of Franklin for the purpose of delivering and supporting a **Web-Based Performance Measurement and Management Software program** for collecting, transmitting, exchanging, assimilating, transforming, analyzing and presenting performance indicator data within various departments and also with the citizens of Franklin.

Leveraging its rapidly deployable, cloud-based Socrata Data Experience Platform, Socrata and its professional services team will quickly and cost-effectively deliver to the requirements for your project.

The key and unique elements Socrata brings to meet the needs of this project include:

- **A Proven, Secure Cloud-based Platform.** The Socrata Data Experience Platform was designed for collecting, transforming, assimilating, analyzing, visualizing and presenting data between stakeholders in various data-sharing relationships including: public data dissemination; internal data reporting, analytics and publishing; and multi-sided data exchanges between trusted partners in a data ecosystem. Our cloud-hosted platform has successfully passed rigorous information security assessments and certifications, including the Federal Information Security Management Act (FISMA) audit.
- **The Performance Management Solution of the Most Progressive Public Organizations in the World.** Socrata Open Performance powers the performance management solutions of the most widely recognized "Stat" frameworks including: KStat of Kansas City, Cook County STAR Program, Baltimore's CitiStat (coming soon), Maryland's StateStat, Washington's GMAP, San Mateo County's Stat Initiative and many more.
- **Unmatched technical capabilities and expertise in data-driven decision making and performance reporting.** Success on this project requires a partner who can deliver an elegant solution for both data publishers AND the decision-makers who must consume the data. Socrata excels at flexibly collecting and managing complex data, and using it to power simple and intuitive dashboards that make it understandable and actionable.
- **A Unique Spirit of Partnership.** We're flexible and easy to work with. We understand that the full scope of the project isn't yet fully understood and that the breakthrough, enduring benefits of the program will be discovered throughout our partnership. We embrace collaborative development for the purpose of discovering the unique innovations that will result in better outcomes and impact.
- **Significant Relevant Experience.** Socrata has delivered over 150 successful data sharing projects to date, including: collecting data in high latency, low bandwidth environments; collecting and assimilating data from a variety of input methods – web forms, file uploads, email submission and APIs; federating data from multiple data-exchange partners into a master data domain; and summarizing and presenting data via innovative dashboards. Our proposed team brings a unique combination of technology expertise, domain knowledge in performance

management methodologies, and experience working with other similar organizations on their knowledge management and data initiatives.

- **Speed of Delivery.** We offer a turnkey, cloud-based solution suite, with powerful data experience design tools to create and implement the required end-to-end solution within 6 weeks of our agreement in place.
- **Pace of Innovation.** Throughout your Open Performance implementation, we'll innovate rapidly to improve, enhance, perfect and tune the delivered solution. Our platform can quickly and cost-effectively scale to support Franklin's evolving needs for data sharing and dashboarding.

Our solution for the City of Franklin will consist of a data exchange platform where each participating department will get a dashboard for managing, viewing and analyzing their own datasets and a converged data repository that aggregates all department's data in one master data. The City of Franklin site will have a unified executive dashboard presenting a summarized view of the aggregated data received from the participating departments, along with dynamic reports based on more granular requirements. The solution will include data upload, ingest and workflow mechanisms to allow all departments to easily and effectively transmit their data into their dashboard, as well as provide standard's based APIs and data export formats for extracting data into other tools as needed.

Software and Services Proposed

Proposed Solution Overview

Socrata's approach to all projects is to work transparently, collaboratively and iteratively with frequent communication with the customer. In a design partnership project we form a joint design and delivery team with the customer, working cohesively in a rapid-paced, agile environment.

Socrata understands not only the initial requirements for this project, but that flexibility is required to meet future needs as they arise during the course of our partnership. We thrive in undefined environments. The success of our projects hinges on what we call "*The Five P's*": people, platform, products, process and partnership. We'll put the right people on the project. We'll leverage our proven platform and products. We'll run the project with a process that has repeatedly demonstrated success. We'll form a partnership with you so that we're aligned in vision and the definition of a successful outcome.

The following software and services have been proposed to satisfy the technical requirements and associated Socrata responses and cost proposal. Modifications can be made to the software and services packages below as additional information about requirements and the solution surface. Socrata ultimately aims to satisfy the City of Franklin's budget, functional, and timeline requirements with the proposed solution set.

Software

- ❖ Socrata Data Experience Cloud
- ❖ Socrata Open Performance
 - Hosted Performance Management Solution
 - 2 Master Dashboards with federated data from each department
 - 1 Dashboard for each department
 - Unlimited ad-hoc reports
 - 150 datasets total
 - Unlimited user licenses
 - Perpetual software upgrades
 - Product support

Services

Socrata will deploy a best practice Knowledge Transfer Approach with focus on getting the City of Franklin and departments up to speed with a workshop approach that lets your administrative users build out their own performance measures, performance targets and dashboards.

- ❖ Installation and hosting services
- ❖ Open Performance Standard Launch Package
- ❖ Project charter
- ❖ Kickoff call and up to (10) weekly meetings through launch date
- ❖ DNS and SSL setup
- ❖ Site skinning, styling, and CSS
- ❖ Custom header and footer
- ❖ Initial data upload and curation of up to 5 datasets
- ❖ Socrata-led initial setup of 1 dashboard with 1 complete goal
- ❖ Client-led, Socrata-assisted, end-to-end configuration of 2 more strategic goals, visualized on the organization's dashboard
- ❖ Training and Knowledge Transfer Approach to Solution Self Sustainability
 - 1 class focused on site administration and metadata management
 - 1 class focused on data visualization and analysis
 - 1 class focused on report creation, customization and management
 - 1 executive class focused on familiarizing program leaders with their executive dashboard
 - 1 API classes focused on developer training
 - Unlimited access to scheduled online classes, Socrata University 101 and 201, which will cover data uploads, data management and data visualization.
 - Open enrollment in Socrata University 101, 201 and API 101 classes for any staff
- ❖ This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and collateral to share with internal staff.

Document Purpose

This Statement of Work (SOW) outlines professional services activities and deliverables that Socrata, Inc. (Socrata) will provide. The document defines the services that will be provided by Socrata as part of this project, and outlines activities, tasks and deliverables below. It describes expectations for customer participation in the project and includes project assumptions.

Statement of Work

This Statement of Work (SoW) outlines professional services activities and deliverables that Socrata will provide. The document defines the Professional Services that will be provided by Socrata as part of this project, and outlines activities, tasks and deliverables below. It describes expectations for customer participation in the project and includes project assumptions. We would be happy to discuss these in detail as needed to ensure our support matches the needs of your organization.

Implementation

The Socrata Performance Management Implementation Methodology ensures a rapid and successful deployment of the Open Performance Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch. The methodology maps to the key success steps in setting up a data-driven management program:

- 1- Setting and formulating strategic goals
- 2- Collecting data and mapping it to key priorities
- 3- Dynamically visualizing prevailing metrics and indicators
- 4- Measuring progress against goals using internal dashboards
- 5- Democratizing report creation and distribution
- 6- Communicating progress to and engaging with citizens.

A complete and fully functional instance is provisioned immediately upon contract signature and this marks the beginning of the service period. The implementation period is dedicated to branding, training and data loading. The final stage of the implementation is acceptance of the branding/look-and-feel of the site before it goes live to the public. If changes needed to be made there will be iterations of changes and acceptance until the site is ready for go-live.

The proposed launch package includes a mix of technical consulting and advisory services over the expected 10-week period:

- (1) Kickoff call and up to (10) weekly meetings through launch date
- Site setup including: DNS and SSL, site configuration and, styling,
- Custom header and footer
- Real-time integrated help connector for support.socrata.com
- 2 Site Administration training sessions
- 2 Data Publishing and Visualization training sessions
- 2 Goal-setting and Dashboard Creation training sessions
- 2 Report creation and customizations training sessions
- Socrata-led initial data upload and visualization of up to 5 datasets
- Socrata-led initial setup of 1 dashboard with 1 complete goal
- Client-led, Socrata-assisted, end-to-end configuration of 2 more strategic goals, visualized on the organization's dashboard
- Access to technical support and expert assistance throughout the project
- 15 hours of Advisory Services that can be allocated towards developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens
- This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff
- One onsite engagements of up to 2 days. The rest will be managed and delivered remotely using web and telephone conferencing

Total professional services hours not to exceed 90 hours in aggregate among Socrata staff

In addition to the administration training offered during implementation, Socrata offers access to webinars starting with our 'Socrata 101' class. Advanced classes cover a variety of topics, including integration, API usage and advanced visualizations. As part of the implementation services, Socrata will also provide remote training session for the City's Administrators in order to fully equip them to administer the City's Open Performance. Socrata will also provide online training material to be consumed at will by users.

Implementation includes the following additional professional services activities, deliverables, and assumptions:

Development

Vendor will develop the agreed upon functionality and web site design, including:

- Developing agreed upon homepage (web page) and graphic elements for the Open Performance Platform to match the look and feel of the City of Franklin website, with no major changes to the overall design of the interface.

User Acceptance Testing

Vendor will verify that the agreed upon mockups have been integrated into the system. Socrata will crosscheck Statement of Work to ensure all agreed upon specifications have been met, including:

- Verifying all business requirements have been met
- Participate in user test review meetings.
- Respond to reported issues and defects
- Evaluate incidents and assist in resolving any issues.
- Make the necessary changes, modifications and enhancements, to correct and resolve all defects and discrepancies.
- Testing agreed upon web site user navigation functionality

Project Management & Quality Assurance

Socrata will provide management oversight on all aspects of the project, including development and subsequent maintenance. Socrata will provide quality assurance during all phases of the project. Tasks to be performed by Socrata will include:

- Developing and maintaining a project work plan indicating: staffing resources, timeframes, tasks and activities, dependencies and deliverables for all participating parties.
- Develop weekly project status reports and conducting status update meetings.
- Maintaining issue resolution and change management processes for the project.
- Ensuring that industry best practices are used.
- Monitoring knowledge transfer between vendor and staff.

Assumptions

The project includes the following additional assumptions:

- All chart-based visualizations must be reproducible via the Socrata Open Performance Platform as a saveable 'Custom View'. Socrata reserves the right to halt development should it be determined that a given chart-based visualization cannot be created via this interface.
- All changes to design elements, data, report filtering and other UX elements following the official Functional Requirements Review constitute a change in scope
- We often reuse a single page type to power multiple subpages. This would represent one 'page type' even though it could power multiple subpages.
- Report and dashboard pages are public and do not require user authentication
- No customizations to the Socrata Open Performance Platform product are included within the scope of this Statement of Work.
- The application will officially support the two most recent versions of Internet Explorer, Firefox, Chrome, and Safari.
- Timeline and deployment estimations are dependent on provision of correctly formatted data to Socrata
- Report and view types may not be changed following contract execution. Alterations or concatenations of report outputs will constitute a change in scope.
- Changes to high-level design assumptions will constitute a significant change in scope, and will be subject to a review by the Socrata team for potential re-estimation of this statement of work.

The project plan below is based upon a timeline for project starting no later than May 31st, 2015:

Task	Timeline (following contract execution)	Responsibility	Resource
Provide design considerations for geographic visualization and custom site branding	Week 1	City of Franklin	Project Lead, Web Team
Functional requirements & design review	Weeks 1-3	City of Franklin/Socrata	Project Lead
Initial organization objective setting	Weeks 1-2	City of Franklin	Department Lead
Data curation and migration to Socrata	Weeks 2-3	Socrata *onsite engagement	Data Analyst
Objective creation	Weeks 3-5	City of Franklin	Project Lead
Site configuration decisions	Weeks 3-7	City of Franklin/Socrata	
Implement Open Data Portal	Weeks 3-8	Socrata	
Implement Open Performance	Weeks 3-8	Socrata	
QA and review	Weeks 7-9	Socrata	
Training	Week 10	Socrata	

The following schedule assumes that tasks are delivered within the indicated timeline. Changes or alterations to datasets, as well as proposed functionality, will extend the duration of the engagement accordingly.

Stage	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10
1: Strategy and Tactics, Project Kickoff										
2: Data Governance, Administration and System Planning										
3: Training										
4: Implementation & Data Conversion										
5: Testing & Evaluation										
6: Go-live										
7: Wrap Up and Next Steps										

Stage Details

Stage 1: Strategy and Tactics: Project kickoff, plan and framework

Activity	Description	Deliverables
Pre-kickoff survey	Socrata will send an email survey prior to the project kickoff to gather key information about project goals, stakeholders and other information to inform project planning.	Pre-kickoff survey
Project kickoff meeting	Socrata will provide a draft agenda for review, hold a kickoff call via webconference, and provide a summary memo following the meeting	Project kickoff meeting Project summary memo
Weekly Project Meetings	Socrata will conduct a weekly implementation call to review project status, resolve issues, and plan next steps during the process. Socrata will send a report each week during the implementation process that outlines completed tasks, tasks underway, and upcoming activities, as well as any outstanding risks or issues that must be addressed.	Online project plan with tasks and milestone dates

Stage 2: Data Governance, Administration and System Planning

Project plan	Socrata will create a project plan outlining project dates, tasks, and schedule. Balanced scorecard goals/metrics, charter and strategy will be established.	Online project workspace created Online project plan with tasks and milestone dates
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Stage 3: Training

Activity	Description	Deliverables
Administrator Training	Socrata will provide training (as defined in #13c) to help your team learn how to administer and use your Open Performance instance	Administrator Training Session
Socrata University	Socrata will provide access to live web trainings via Socrata University including Socrata University 101, 201, and API 101	Socrata University live webinars

Stage 4: Implementation & Data Conversion

Design Discovery / Branding Guidelines	Socrata will discuss design considerations during the kickoff call. Customer should provide Socrata with existing logo, branding guidelines, or other design inputs.	Design discovery session
Visual Design	Socrata will develop a design comp for your Open Performance homepage	1 design comp
Site skinning, styling, and CSS	Socrata will tailor the look and feel of the Open Performance instance to include the organization logo, metric tiles, a custom header and footer, and other styling to best match the branding guidelines and other materials provided by the customer.	Tailored site look and feel
Metrics Styling	Socrata will implement custom styling for your goal pages that aligns with both the overall site design, and the look and feel of the County balanced scorecard interface.	
Data Loading	Socrata will conduct a pre-launch data review, and work with your organization to identify data owners, candidate datasets and data sources for scorecard metrics	Data review
Metadata Configuration	Socrata will work with agency owners per metric, related documents and links per metric, narrative text, and goal images for metric page background	

Stage 5: Testing & Evaluation

Activity	Description	Deliverables
Customer Acceptance	Socrata will facilitate a round of customer acceptance testing and make changes to balanced scorecard datasets and pages as needed.	Customer acceptance testing completed

Stage 6: Go-live

Activity	Description	Deliverables
Soft Launch	Socrata will coordinate with your team on a soft launch and conduct a one hour site review with your team.	Soft launch and site review
Go Live!	Socrata will coordinate with your DNS administrator to launch the site on your designated domain.	Site launch!

Stage 7: Wrap Up and Next Steps

Activity	Description	Deliverables
Next Steps	Socrata will work with City of Franklin TN to identify next steps and facilitate ongoing support and training of city staff where needed.	Next steps defined

Price Quote

City of Franklin

Firm Fixed Price Quote

	SKU	Term	List Price	City of Franklin Discount	Extended Price
Open Performance Software Subscription	SOC-GS-B	March 31, 2015-March 30, 2016	\$45,000	\$(20,011)	\$24,989
Professional Services – Implementation	SOC-PS-GS-S	One-time	\$18,750	\$(18,750)	\$0
Training & Support	SOC-SU-GS-B	March 31, 2015-March 30, 2016	Included	Included	Included
Total			\$63,750	\$(38,761)	\$24,989

Pricing and discounts contained within the proposal are based upon having a signed agreement in place on or before March 31, 2015.

Appendix I – Socrata Product & Services Descriptions

Socrata's Open Performance is a performance measurement and reporting platform, designed specifically for government. Open Performance helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens.

Open Performance takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. Open Performance also introduces these unique design features:

- Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses.
- A consistent language and common definitions for performance measurement across departments.
- Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected.
- Automatic calculation and reporting of progress against strategic goals.
- Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly.
- An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback

Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:

- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls...etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, ...etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.
- Datasets created as part of a microsite

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:

- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

Dashboard

An interactive web interface that groups multiple indicator and performance data on a screen.

Dashboards show a graphical representation of the current status (snapshot) and historical trends of an organization's key performance indicators using charts and maps.

Goals

Performance achievement targets that are set by the organization and are automatically measured in Socrata Open Performance.

Appendix II - Agreement

Signatures

By signing below, the undersigned declares that he or she is authorized to execute this Agreement on behalf of Customer and acknowledge Customer's acceptance of all terms and conditions of this Agreement:

Socrata:

Socrata, Inc.

Customer:

City of Franklin, TN

By: _____
(Signature)

(Name typed or printed)

(Title)

(Date)

By: _____
(Signature)

Ken Moore, M.D.
(Name typed or printed)

Mayor
(Title)

(Date)

Remittance

To complete this addendum, please complete any open fields above relating to Customer, sign and date the form, and either 1) scan and email the completed form to steve.ellsworth@socrata.com or 2) fax the completed form to (206) 452-2010.

Socrata General Terms & Conditions

1. Definitions

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

“Confidential Information” means any information that a receiving party knows or has reason to know is confidential or propriety information of the disclosing party. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party. See also section 5, entitled “Confidentiality and Proprietary rights,” of the City of Franklin Standard Procurement Terms and Conditions as attached.

“Customer” means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer.

“Customer Content” means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Customer has not designated as private.

“Order Form” means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor.

“Private Customer Content” means Customer Content that Customer designates as private through the Socrata User Interface (“Socrata UI”). Private Customer Content will be treated as Confidential Information.

“Site” means the Customer web properties using the Socrata software applications under this Agreement.

“User” means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site.

“User Content” means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder.

2. Limited License; Changes

(a) License to Customer. Customer is hereby granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Socrata, if any, for use by Customer with the Site ("Site Applications") and the Services, including the right to load, store and display Customer Content on the Site. The license is subject to the terms of this Agreement and does not include the right to: (i) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Socrata; (ii) modify, reverse engineer or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (iii) use of the Site, the Site Applications or the Services other than for their intended purposes. Customer will use the Site, Site Applications and the Services in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.

(b) Changes to Service. Socrata regularly upgrades and updates the Services and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Customer with advance notification in this case.

3. Customer Password; Access to Private Customer Data

(a) Customer Passwords. Customer agrees to maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site and Customer should not share Customer's password with any third party.

(b) Private Customer Content Access. The Customer, using Socrata UI, will control access of Users to Private Customer Content. The Services will restrict permissions to such Private Customer Content accordingly. Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content.

4. Fees; Payment

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees"). Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on the Order Form. If Customer exceeds the applicable Services monthly usage limits, Socrata will notify Customer of such overage. Customer will either take steps to keep its usage under the applicable limits, or engage with Socrata to upgrade the Service to the appropriate usage level. If Customer exceeds the monthly usage limits for 3 consecutive months during the term of this Agreement and has not engaged with Socrata to upgrade the Service to the appropriate usage level, Socrata may terminate the Services by written notice to Customer. Socrata may suspend Customer's access to the Service if Customer fails to pay Service Fees. Customer will reimburse Socrata for the reasonable travel related costs it incurs in connection with this Agreement, provided Customer has pre-approved said travel. The reimbursable cost for lodging, meals and incidental expenses for any such pre-approved travel shall not exceed the U.S. General Services Administration's then-current per diem rates for Franklin, Williamson County, Tennessee. The reimbursable cost for transportation and related expenses, such as airfare, car rental, fuel, mileage, parking and highway tolls, for any such pre-approved travel shall be for actual, reasonable and necessary expenses consistent with the prudent use of public funds and shall be documented with original receipts. The City will not pay for time spent traveling.

Payment is due within thirty (30) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the appropriate taxing authority. If any charges are not received from Customer by the due date, then Socrata may terminate the Services by written notice to Customer in accordance with Section 15 (b), below.

5. Confidentiality

To the extent permitted by the Tennessee Public Records Act (the TPRA), each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement. To the extent permitted by the TPRA, the receiving party will protect Confidential Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., the TPRA, or pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the disclosing party. See also section 5, entitled "Confidentiality and Proprietary rights," of the City of Franklin Standard Procurement Terms and Conditions as attached.

6. Customer Content

(a) Customer Content. Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer. Customer agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) Customer Content that is (i) libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (iii) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; or (iv) contains the private information of any third party, including, without limitation, Social Security numbers and credit card numbers. By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content.

(b) No Liability for Content. Socrata takes no responsibility and assumes no liability for any Customer Content or User Content posted, stored or uploaded on the Site or Services by Customer or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Customer and its end users may encounter. Customer's reliance on any content that it obtains through use of the Site, the Site Applications and the Services is at Customer's own risk.

(c) Removal of Content; Violations. Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

7. Ownership; Licenses from Customer

(a) Customer Content. Customer owns all Customer Content, including any intellectual property rights therein, but excluding the Suggestions described in Section 8 below.

(b) Socrata Ownership. Socrata solely owns the intellectual property in the Site and the Site Applications. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Customer of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

(c) Licenses from Customer.

(i) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, sub-licensable royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Customer Content (excluding Private Customer Content) in connection with Socrata's provision of Services to Customer or to Socrata's provision of services to users. Customer understands that once content has been provided to users, Socrata has limited ability to restrict or control that content.

(ii) During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Private Customer Content solely in connection with Socrata's provision of Services to Customer.

(d) Customer Marks. Customer grants Socrata and its affiliates and sublicensees the right to display and use Customer's name, trademark and/or logos provided by Customer (the "Customer Marks") in connection with the Customer Content and the Site. All goodwill associated with Socrata's use of the Customer Marks will inure to the benefit of Customer.

8. Suggestions

By submitting suggestions or feedback to Socrata regarding the Site, the Site Applications or the Services, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

9. Infringement

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Socrata has adopted a policy of terminating, in appropriate circumstances and at Socrata's sole discretion, Users and Customers who are deemed to be repeat infringers. Socrata may also at its sole discretion limit access to the Services and Site and/or terminate the accounts Customer if Socrata receives complaints that the Customer Content infringes any intellectual property rights of others, whether or not there is any repeat infringement.

10. Support

Socrata will provide support to Customer in accordance with Socrata's general support services described at <http://support.socrata.com/home>.

11. Publicity

Socrata may use the Customer Marks on Socrata's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Socrata with prior written consent. Subject to pre-publication review, Customer may agree to participate with Socrata in the development and publication of a press release announcing the launch of the Services, a case study and reasonable requests for participation in live events highlighting Customer's use of the Services. Notwithstanding the foregoing, Customer does not, and Socrata shall not ask or expect Customer to, endorse Socrata or its products and services.

12. Representations and Warranties

Customer represents and warrants that (a) Customer owns and controls all of the rights to the Customer Content or Customer otherwise has the right to post such Customer Content to the Site; (b) the Customer Content is accurate and not misleading; and (c) the use and posting of the Customer Content does not violate this Agreement and will not violate any rights of or cause injury to any person or entity. Customer acknowledges and agrees that Socrata may collect and analyze the data and data structures Customer or any User posts on the Site, whether private or public, and Customer's other activities on the Site in order to tailor the Services on Socrata to individual user needs and interests and make the Services the best possible user experience.

13. Reserved.

14. Warranty Disclaimer

THE SITE, SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL. Notwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

15. Term; Termination; Survival

(a) Term. The term of this Agreement is as set forth on the Order Form. Thereafter, the Agreement will automatically renew for successive 12-month periods unless either party gives notice within 60 days of the end of the then-current term.

(b) Termination. If either party breaches this Agreement and does not cure such breach within 30 days of receipt of written notice from the other party of such breach, the non-breaching party may, without notice and in its sole discretion, suspend Customer's use of the Site, Site Applications and the Services (with respect to Socrata) or terminate this Agreement (with respect to both Customer and Socrata). Upon termination, Socrata will take down the Site, Site Applications and Services (as applicable), delete any Customer Content stored on its systems (provided that Socrata may keep one copy of the Customer Content for archival purposes in the event of any future actions arising out of the Agreement) and delete any publishers and administrators unique to Customer's domain. CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE.

(c) Survival. Sections 1, 4, 5 6(a), 6(b), 7(a), 7(b), 8, 12, 15(b), 15(c), 17 and 19-23 shall survive termination of this Agreement.

16. Limitation of Liability

IN NO EVENT WILL SOCRATA, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOCRATA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO SOCRATA IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. Notwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

17. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of Tennessee, without resort to its conflict of law provisions. Each party agrees that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Williamson County, Tennessee and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

18. Arbitration. Intentionally Omitted

19. Notices

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (a) if by receipted email or facsimile, upon electronic confirmation thereof; (b) if by hand delivery, upon receipt thereof; (c) if by prepaid, certified or registered mail or courier, upon confirmation of the delivery of such mail by return receipt or signature confirmation; or (d) if by next day delivery service, upon such delivery. All notices to Customer will be addressed to the address and person designated on the Order Form. All notices to Socrata will be addressed to Socrata, Inc., 83 King Street, Suite 107, Seattle, WA 98104 Attn: VP Finance and Administration; Fax: 206-452-2010.

20. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by either party without prior express written approval of the other party. Notwithstanding the foregoing, a party may assign this Agreement to a third party in connection with a merger, acquisition, divestiture or business combination involving a party or a party's business unit to which this Agreement related where the assignee is bound by the terms of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each party. Socrata may subcontract the Services out to an Affiliate or a third party, provided, that Socrata remains responsible for all acts, errors or omissions of such subcontractors.

21. Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

22. Entire Agreement

This Agreement, including the City of Franklin, TN Standard Procurement Terms and Conditions as attached hereto and incorporated herein by reference, terminates and supersedes all prior understandings and agreements of the parties regarding the Site, the Site Applications, the Services and the other subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement does not alter in any way the terms or conditions of any other agreement Customer may have with Socrata, or its subsidiaries or affiliates, for other products, services or otherwise.

23. U.S. Government Restricted Rights.

The Site, Site Applications and Services are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Site, Site Applications and Services, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Intentionally Omitted.
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

In the case of Vendor:

Socrata, Inc.

CFO

Re: City of Franklin Contract No. 2014-0349

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

83 S. King Street

Suite 107

Seattle, WA 98104

206-452-2010

contracts@socrata.com

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. City may be required to disclose documents under state or federal law in accordance with Section 5 of the Socrata General Terms & Conditions. 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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

in accordance with the processes and procedures set forth in such Section 5. 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 action to not to disclose such documents or information required to be disclosed by law at the instruction of Vendor, 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. Indemnification procedures shall be as set forth in Section 10, below.

6. 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.
7. 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.
8. Warranties/Limitation of Liability/Waiver. Intentionally Omitted
9. 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.
10. 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.
11. 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 claims that the Service infringes the intellectual property rights of a third party, or in personal injury or death as a 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. Vendor (Indemnifying Party) must notify the City of Franklin (Indemnified Party) promptly

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in writing of any claim and provide the Indemnifying Party all authority, information and assistance, at the Indemnifying Party's expense, reasonably necessary to defend or settle such claim. The Indemnifying Party shall bear full responsibility for the defense of such claim (including any settlements); provided, however, that (a) the Indemnified Party shall be kept informed on a regular basis by the Indemnifying Party as to the status of any such claim, (b) any settlement that contains a stipulation to or acknowledgement of wrongdoing or requires any specific performance or other non-pecuniary remedy shall require the written consent of the Indemnified Party (which shall not be unreasonably withheld or delayed) and (c) the Indemnified Party shall have the right to participate in the defense of a claim at its own expense. Notwithstanding the foregoing, if the Services become, or in the opinion of Vendor may become, the subject of a claim of infringement, Vendor may at its sole discretion, (i) procure for City of Franklin the right to use the Services free of any liability, (ii) replace or modify the Services with functionally equivalent services to make its use non-infringing or, (iii) if neither of these alternatives is commercially reasonable, terminate the Agreement and pay City of Franklin a prorated portion of any fees paid in advance by City of Franklin (based on the remaining portion of Services period for which such fees were paid). This Section 11 states the sole and exclusive liability of each Party for any infringement of third party intellectual property rights.

12. 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.
13. Breach. Upon a breach by a party due to breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions due to a willful misconduct or gross negligence by such breaching 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.
14. Default. Intentionally Omitted.

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15. 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.
16. Survival. These Standard Procurement Terms and Conditions which by their meaning are intended to survive termination of this Agreement shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany as applicable.