



City of Franklin

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

Meeting Agenda Budget & Finance Committee

Thursday, March 12, 2015

3:00 PM

Board Room

Approval of Minutes

1. [15-0289](#) Consideration of Meeting Minutes from February 12, 2015.
2. [15-0276](#) Budget Presentation - Streets - Maintenance, Fleet, Traffic & Stormwater

Sponsors: Joe York and Paul Holzen
Attachments: [FY 2016 Budget Presentation - Streets - 03122015](#)
[FY2016 Budget - 43100 - Streets](#)
[FY 2016 - Streets - PER Summary](#)
[FY2016 Budget - 43100 - Street Aid & Transportation Fund](#)
[FY2016 Budget - 43120 - Stormwater](#)
[FY 2016 - Stormwater - PER Summary](#)
3. [15-0275](#) Budget Presentation - Engineering, Traffic Operations Center & Stormwater

Sponsors: Paul Holzen
Attachments: [FY 2016 Budget Presentation - Engineering & TOC - 03122015](#)
[FY2016 Budget - 46100 & 46110 - Engineering&TOC](#)
[FY 2016 - Engineering & TOC - PER Summary](#)
4. [15-0197](#) Budget Presentation - Planning

Sponsors: Catherine Powers
Attachments: [FY 2016 Budget Presentation - Planning - 03122015](#)
[FY2016 Budget - 41700 - Planning Sustainability - Final B& F Version](#)
[FY 2016 - Planning - PER Summary](#)
5. [15-0277](#) Budget Presentation - Building & Neighborhood Services

Sponsors: Chris Bridgewater
Attachments: [FY 2016 Budget Presentation - BNS - 03122015](#)
[FY 2016 - 41900 - Building & Neighborhood Services](#)
[FY 2016 - BNS - PER Summary](#)

6. [15-0279](#) Budget Presentation - Community Development Block Grant Fund
- Sponsors:** Chris Bridgewater
- Attachments:** [FY 2016 Budget Presentation - CDBG - 03122015](#)
[FY2016 Budget - 170- CDBG](#)
7. [15-0280](#) Budget Presentation - Transit
- Sponsors:** Eric Stuckey and Michael Walters Young
- Attachments:** [TRANSIT Department Budget Presentation.pdf](#)
[Transit System Expenditures Sheet FY 2009-Present.xlsx](#)
[Transit Budget Meeting.xlsx](#)
8. [15-0278](#) Budget Presentation - Economic Development
- Sponsors:** Vernon Gerth and Eric Stuckey
- Attachments:** [FY 2016 Budget Presentation - Economic Development - 03122015](#)
[FY 2016 - 45925 - Economic Development](#)
9. [15-0220](#) Consideration Of Contract Award For Financial And Compliance Auditing Services For The City For The Fiscal Year Ending June 30, 2015, With Up To Four (4) Additional Consecutive One-Year Optional Renewals For Fees Established At The Time Of The Initial Proposal, For A Maximum Possible Term Of Award Of Auditing Five (5) Fiscal Years Total (Purchasing Office Procurement Solicitation No. 2015-020; To Be Budgeted In Future Fiscal Year Budgets; Contract No. 2015-0060); (3/12/15 Finance 3-0)
- Sponsors:** Russ Truell and Mike Lowe
- Attachments:** [2015-020 Tabulation of Proposals](#)
[2015-0060 Procurement Agreement, signed for vendor, with attachments](#)
[Contract 2015-0072 DRAFT with Crosslin for 2015 City Audit](#)
10. [15-0221](#) Consideration Of Contract Award For Financial And Compliance Auditing Services For The Conference Center At Cool Springs For The Fiscal Year Ending June 30, 2015, With Up To Four (4) Additional Consecutive One-Year Optional Renewals For Fees Established At The Time Of The Initial Proposal, For A Maximum Possible Term Of Award Of Auditing Five (5) Fiscal Years Total (Purchasing Office Procurement Solicitation No. 2015-021; To Be Budgeted In Future Fiscal Year Budgets; Contract No. 2015-0061); (03/12/15 Finance 3-0)
- Sponsors:** Russ Truell and Mike Lowe
- Attachments:** [2015-021 Tabulation of Proposals](#)
[2015-0061 Procurement Agreement, signed for vendor, with attachments](#)
[Contract 2015-0073 DRAFT with Crosslin for 2015 Conference Center Audit](#)

11. [15-0285](#) Consideration Of Change Order 2 To COF Contract 2010-0045 With Infor Technologies In An Amount Of \$49,850.00 For Utility Billing Software Implementation (Testing Phase). (3/12/15 Finance 3-0)

Sponsors: Fred Banner

Attachments: [CoF Change Order 004 V2 0](#)

12. [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](#)

13. [15-0287](#) Quarterly Report - December 2014

Sponsors: Mike Lowe

Attachments: [Quarterly Report Dec 2014 - FY 2015](#)

14. [15-0212](#) Monthly Reports for March

Sponsors: Russ Truell

Attachments: [Fuel Hedging report January 2015](#)
[Transit Monthly Statement January 2015](#)
[Property Tax Monthly AR Report at Jan 31 \(Preliminary\)](#)
[Investment Report - January 2015](#)
[Construction Activities Report - Jan 2015](#)
[Local sales tax report - Dec 2014](#)
[Local sales tax chart - Dec 2014](#)
[Conference Center report - Jan 2015](#)

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 550-5721 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.



City of Franklin, Tennessee
FY 2016 Operating Budget Request

Street Department

Street Maintenance Division

Street Traffic Division

Street Fleet Maintenance Division

Street Stormwater Division

State Street Aid

Director of Streets

Joe York



City of Franklin, Tennessee - FY 2016 Budget Request

Street Department

Outline

- **Purpose of Department**
- **Organization Chart**
- **Base Budget Request**
 - **Personnel**
 - **Operations**
 - **Capital**
- **Program Enhancements**
- **Summary**



City of Franklin, Tennessee - FY 2016 Budget Request

Street Department

Purpose of Department

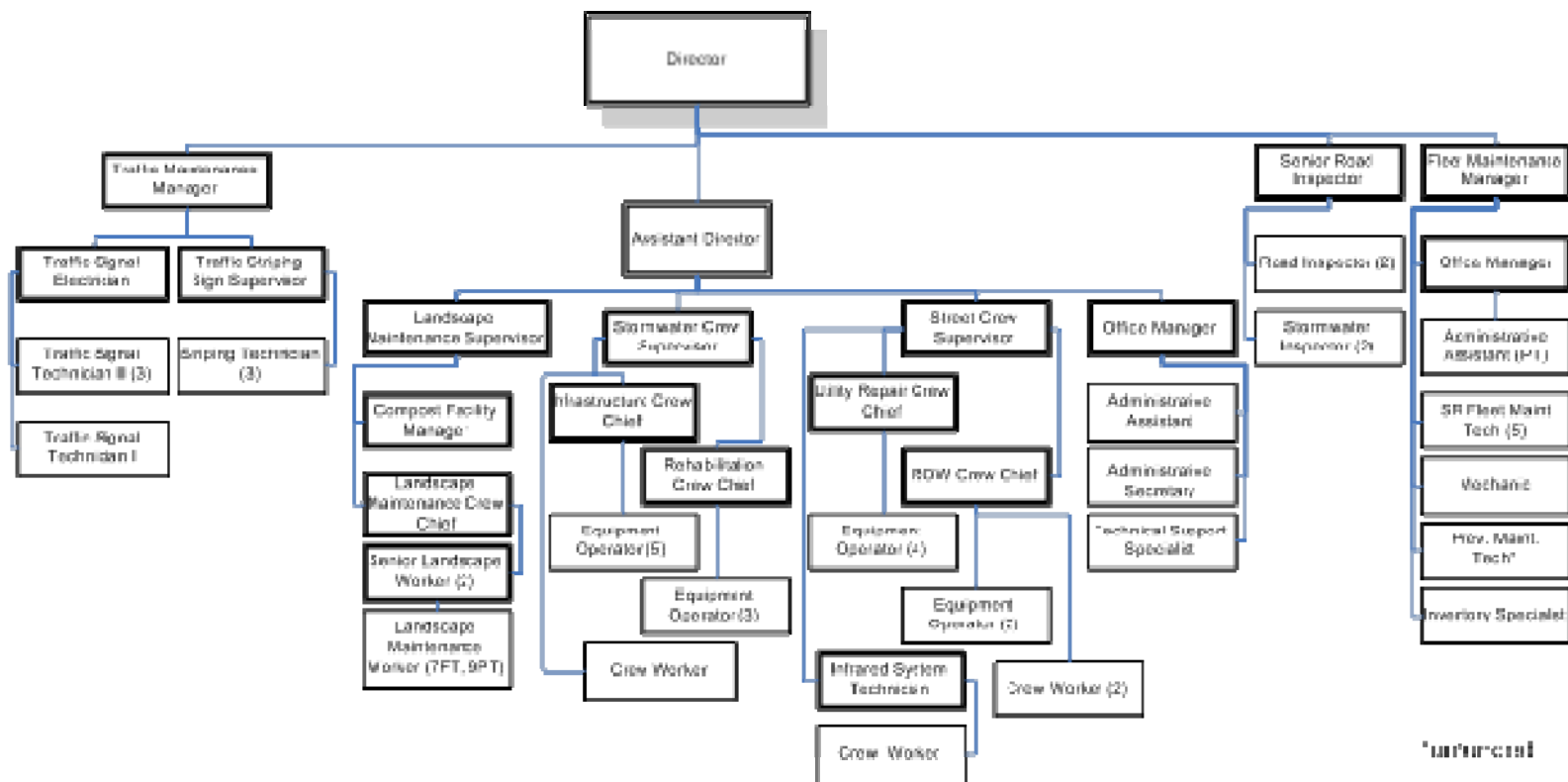
Our desire and purpose is to ensure the Citizens we serve receive the high quality of workmanship they deserve as we strive to properly enhance City owned properties and networks.

- Maintain a vibrant Downtown**
- Provide motorists with excellent driving surfaces**
- Perform quality maintenance operations within City Rights of Way**
- Ensure functional Stormwater conveyances**
- Repair and Maintain City owned Fleet (Vehicles & Equipment)**
- Manage traffic safety appurtenances like signage, striping & signalization**
- Minimize delays experienced by Citizens following Inclement Weather (Ice, Snow, Downed Trees, Debris etc.)**

City of Franklin, Tennessee - FY 2016 Budget Request

Street Department

Organization Chart





City of Franklin, Tennessee - FY 2016 Budget Request **Street Maintenance Division**

Base Budget Request:

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	2,010,802	2,008,453	2,227,507	1,933,282	2,302,551	75,044	3.4%
Operations	1,397,504	1,351,473	1,636,500	1,474,324	1,581,541	-54,959	-3.4%
Capital	0	0	0	0	0	-	0.0%
Total	3,408,306	3,359,926	3,864,007	3,407,606	3,884,092	20,085	0.5%



City of Franklin, Tennessee - FY 2016 Budget Request **Street Maintenance Division**

Base Budget Request: Operations

As the previous slide indicates the operations budget was not impacted negatively going into fiscal 2016

83652: Landscaping Supplies realized an increase of approximately 10K due in part to maintenance of Mack Hatcher Pkwy and Hillsboro Road

83640: Paving & Repair Supplies need to be increased by 10K for purchase of additional road salt (approximately 500 ton)

86600: Lease/Loan Principal will experience a significant decrease as we move into 2016 -\$24,155.00

83310: Gasoline & Diesel (Inside Williamson County) We are benefiting from excellent crude oil price drops and fuel hedging by the Finance Department. We will see a reduction of 10% or \$10,060.00 under this line item



City of Franklin, Tennessee - FY 2016 Budget Request **Street Maintenance Division**

Program Enhancement Requests

We are requesting Three Vehicle Program Enhancements:

(1) One Replacement Single Axle Dump Truck @ \$102,510.00

(1) One Replacement Pick-up Truck @ \$34,150.00

(1) One New Pick-up Truck @ \$34,150.00

Totaling \$170,810.00

**We request (1) One Personnel Program Enhancement totaling \$2,700.00
(anticipated re-classification)**

**We are requesting (1) one Land Development Program Enhancement for
Compost Facility relocation @ \$500,000.00**

Total Program Enhancements \$673,510.00



City of Franklin, Tennessee - FY 2016 Budget Request

Street Maintenance Division

Program Enhancement Requests

21 year old Unit



2015 Equipped for Snow attachments





City of Franklin, Tennessee - FY 2016 Budget Request

Street Traffic Division

Base Budget Request

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	552,940	690,087	695,275	702,541	706,765	11,490	1.7%
Operations	238,055	513,404	495,423	469,890	562,071	66,648	13.5%
Capital	47,236	235,315	42,500	26,000	0	(42,500)	-100.0%
Total	838,231	1,438,806	1,233,198	1,198,431	1,268,836	35,638	2.9%



City of Franklin, Tennessee - FY 2016 Budget Request **Street Traffic Division**

Base Budget Request : Operations

We do not anticipate exceeding approved 2015 funds within this budget.

As indicated in the previous slide there is little movement in this fund as we move toward 2016.

83641: Traffic Signal Parts & Supplies anticipates an increase. However the overall budget is not impacted as the money for vehicular detection was previously budgeted under Capital and later moved to Lease/Loan 86600.



City of Franklin, Tennessee - FY 2016 Budget Request **Street Traffic Division**

Program Enhancement Requests

We are requesting (1) One personnel program enhancement totaling \$3,770.00 (Anticipated Re-classification)

We are requesting (1) One Replacement Pick-up Truck @ \$33,975.00

We are requesting (2) Two Equipment program enhancements, Banner Production Machine @ \$19,000.00 and a Pole Trailer @ \$7,800.00

All Requests combined Total \$64,545.00



City of Franklin, Tennessee - FY 2016 Budget Request

Street Traffic Division

Program Enhancement Requests

Banner Production Machine



Presentation to Budget & Finance Committee

[March 12th 2015]



City of Franklin, Tennessee - FY 2016 Budget Request

Street Fleet Maintenance Division

Base Budget Request

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	452,621	505,907	623,323	538,657	622,599	-724	-0.1%
Operations	143,827	268,009	204,290	316,109	328,184	123,894	60.6%
Capital	0	0	0	0	0	0	0.0%
Total	596,448	773,916	827,613	854,766	950,783	123,170	14.9%



City of Franklin, Tennessee - FY 2016 Budget Request **Street Fleet Maintenance Division**

Base Budget Request: Operations

The overall Budget is up significantly, we are experiencing increases in areas that are difficult for our Staff to control.

82610 Vehicle Repair & Maintenance Services: Increase of \$30,000.00, Engine and Transmission replacements on older Police units. We currently do not have the Equipment to perform this work in-house.

82620 Equipment Repair & Maintenance Services: Outsourcing increase of \$95,000.00, largely in part to intricate parts on Fire, Ladder Trucks.

83620 Equipment Parts & Supplies: We are expecting this budget to bust 2015 by approximately \$130,000.00. We have increased this line item in 2016 by approximately \$90,000.00. We anticipate this figure will stabilize now that all City Vehicles and Equipment are receiving routine maintenance.



City of Franklin, Tennessee - FY 2016 Budget Request **Street Fleet Maintenance Division**

Program Enhancement Requests

We are requesting (2) Two Personnel Program Enhancements

- We currently employ an Administrative Assistant part time. We are requesting this position be available as a full time position. Current Salary \$25,794.00, Full time Salary \$38,069.00, Benefits of Full time \$11,420.00 total increase \$23,695.00.**
- Requesting a part time Parts Specialist to assist Full time staff member with parts inventory, this position would also offer support in pick up and delivery operations. Salary \$36,504.00.**

We are requesting (1) One Program Enhancement for Machinery & Equipment in the amount of \$76,500.00.

Program Enhancement Requests Total \$136,699.00



City of Franklin, Tennessee - FY 2016 Budget Request Street Stormwater Division

Base Budget Request

Division Summary

	2013 Actual	2014 Actual	2015		2016 Base Budget	2015 v. 2016	
			Budget	Estimated		\$	%
Streets	2,627,117	2,444,999	1,793,706	1,584,687	1,487,509	(306,197)	-17.1%
Engineering	44,626	44,626	3,008,733	413,933	3,298,489	289,756	9.6%
Total	2,671,743	2,489,625	4,802,439	1,998,620	4,785,997	(16,442)	-0.3%

**Major reduction result of no new capital; requests made as
Program Enhancements**



City of Franklin, Tennessee - FY 2016 Budget Request **Street Stormwater Division**

Base Budget Requests: Operations

Significant budget changes within operations :

82800 Professional Development increased by \$6,315.00. The increase includes mandatory professional development hours to retain certifications for Stormwater practices by Staff Inspectors.

83530 Machinery & Equipment (<\$25,000.00) Increase of \$10,020.00 for purchase of a Emulsion Spray Hydro seeder.

84710 Administrative Services is experiencing an increase of \$37,393.00 for reimbursement of General Fund Staff Services.



City of Franklin, Tennessee - FY 2016 Budget Request **Street Stormwater Division**

Program Enhancement Requests

We would like to request (1) Personnel Program Enhancement totaling \$3,000.00 (anticipated re-classification)

We are requesting Three Vehicle/Equipment Program Enhancements:

(1) New Self Contained Leaf Vacuum Truck @ \$175,510.00

(1) Replacement Utility Truck @\$59,350.00

(1) Replacement Street Sweeper @ \$207,732.00

Total Program Enhancements \$ 445,592.00



City of Franklin, Tennessee - FY 2016 Budget Request

Street Stormwater Division

Program Enhancement Request

Single Man Leaf Vacuum





City of Franklin, Tennessee - FY 2016 Budget Request **Street Department State Street Aid**

Annual Paving Budget

82640 Paving & Repair Services: We are requesting \$2,224,952 under our annual resurfacing program this year. It currently cost the City \$76,000 per lane mile to Cold Surface Plain and Overlay with 1.5" topping. We will pave approximately 28.22 miles of our 312 miles.

82647 Sidewalk Repair: We are requesting \$175,048 for our sidewalk repair and replacement program.



City of Franklin, Tennessee - FY 2016 Budget Request **Street Department**

Summary

In the past we have looked for innovative ways to keep down costs and even cut where possible. We continue to seek ways to improve our organization & maintain a high level of service. As we move forward into 2016 we will continue to monitor the industry, we will capitalize on those work practices that make us the most effective and efficient. We owe it to you, our great City and the Employees that serve beside us.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Streets - Maintenance

Joe York, Director

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	2,010,802	2,008,453	2,227,507	1,933,282	2,302,551	75,044	3.4%
Operations	1,397,504	1,351,473	1,636,500	1,474,324	1,581,541	-54,959	-3.4%
Capital	0	0	0	0	0	-	0.0%
Total	3,408,306	3,359,926	3,864,007	3,407,606	3,884,092	20,085	0.5%

Departmental Summary

The Street Department, Maintenance Division includes Street and Landscape Maintenance.

The Street Maintenance Division currently maintains 312 miles of roadway and a portion of designated medians including, Downtown Franklin, Streetscape, Public Works facility and landscaping along the right-of-way of Mack Hatcher Pkwy from Murfreesboro Road to Franklin Road.

Compost & Salt Storage Facilities

The Compost facility allows the Street Department and Solid Waste Department to save associated cost with landfill tip fees, fuel costs, vehicle repair and maintenance.

In 2012-2013, a salt brine storage facility was constructed @ Incinerator road with the ability to store 13,000 gallon of salt brine solution. Since it inception we have applied over 40,000 gallon of solution to City Streets. We are proposing to install a new 6,000 gallon storage Tank at our Liberty Park Facility. This location is ideal for quick access and refill by the units applying Brine in the Coolsprings area.

Infrared Patch Truck

An infrared patch truck was purchased, and delivered in 2012. Since implementation of this new patch method in Jan. 2012, the cost savings as compared to conventional asphalt patch methods has more than offset the purchase price of the truck.

Infrared Patchwork Completed:

9,396.00 sq. yards of patching has been completed utilizing the new patch method.

Total Green Savings:

Fiscal Year 2013 Street dept. realized a cost savings of \$124,145.79. Infrared technology vs Conventional patching methods.

Salt Brine

Pre-event calculated costs for standard salt spreading method are approx. \$7.50 per lane mile.

Pre-event calculated costs for salt brine method are approx. \$1.70 per lane mile. Post-event calculations could double the amount for both methods.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Streets - Maintenance

Joe York, Director

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme:

All themes applicable; none specified.

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	2012	2013	2014	2015	2016
Accepted Roadways Maintained (Centerline Miles)	N/A	N/A	N/A	304	304
Total Miles of Sidewalks Maintained	N/A	N/A	N/A	N/A	N/A
Catch Basins/Gutters Maintained	N/A	N/A	N/A	13,641	13,641
Stormwater Channels Maintained (Linear ft.)	N/A	N/A	N/A	183,091	183,091
Gravity Mains Maintained	N/A	N/A	N/A	12,384	12,384
Curbs & Gutters Maintained	N/A	N/A	N/A	N/A	N/A
Crosswalks Painted	N/A	N/A	N/A	1,240	1,240
Centerlines Painted	N/A	N/A	N/A	22,200	22,200
Number of Streets Repaired	N/A	N/A	N/A	37	37
Number of Potholes Repaired	N/A	N/A	N/A	407	407
Number of Citizen Concerns Received	N/A	N/A	N/A	532	532
Major Weather Events					
Amount of Salt Used (ton)	N/A	N/A	N/A	450	500
Amount of Brine Used (gallon)	N/A	N/A	N/A	32,000	32,000
Cost ot pave streets	\$ 1,650,000	\$ 1,650,000	\$ 2,052,000	\$ 2,157,252	\$ 3,079,567
Cost to repair sidewalks	\$ 100,000	\$ 100,000	\$ 125,000	\$ 247,200	\$ 254,615
Cost of Curb & Gutter	\$ -	\$ 10,000	\$ 10,000	\$ 10,600	\$ 10,900
Leaf Vaccum Season (cubic yds)	5,800	7,500	7,955	9,048	10,350

Efficiency Measures

	2012	2013	2014	2015	2016
Avg. Cost to Repair Streets (Sq.Yd.)	N/A	N/A	\$ 62.08	\$ 62.12	\$ 62.12



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Streets - Maintenance

Joe York, Director

Performance Measures

	Avg. Cost to Repair Sidewalks (Sq. Ft.)	N/A	N/A	\$ 11.96	\$ 11.96	\$ 11.96
	Avg. Cost to Repair Catch Basins/Gutters	N/A	N/A	N/A	N/A	N/A

Outcome (Effectiveness) Measures

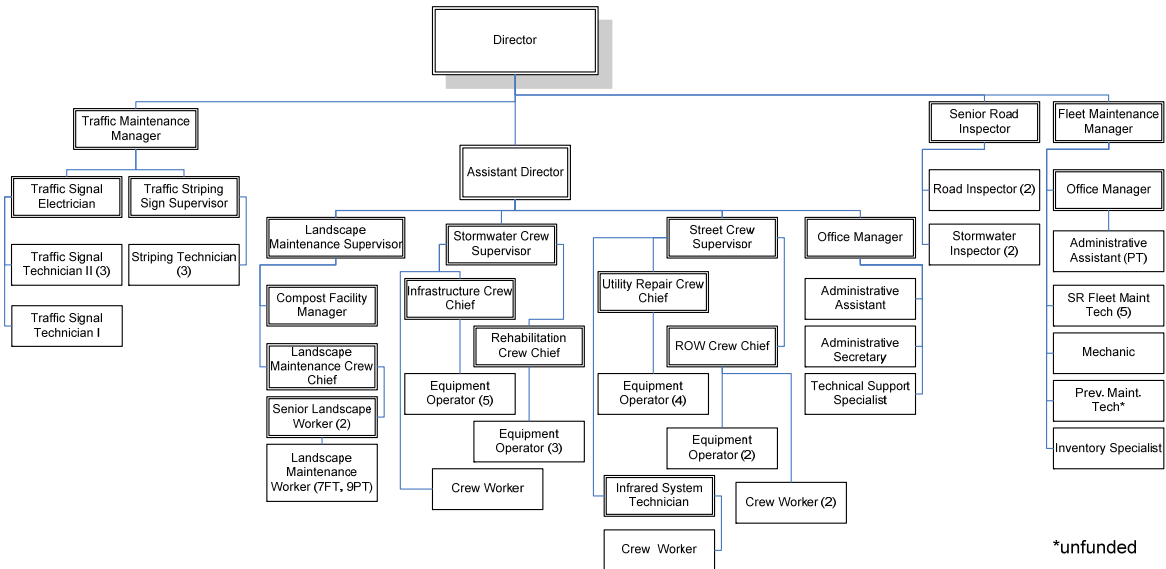
		2012	2013	2014	2015	2016
	Response Time					
	- From Receipt to Investigation to Notification	N/A	N/A	N/A	24 hrs	24 hrs
	- From Notification to Resolution	N/A	N/A	N/A	72 hrs	72 hrs



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart



Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Staffing by Position

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Street Director	Grade K	1	0	1	0	1	0	1	0	1	0
Assistant Director	Grade J	1	0	1	0	1	0	1	0	1	0
Senior Road Inspector	Grade G	1	0	1	0	1	0	1	0	1	0
Landscape Maint. Super.	Grade F	1	0	1	0	1	0	1	0	1	0
Road Inspector	Grade F	2	0	2	0	2	0	2	0	2	0
Office Manager	Grade F	0	0	1	0	1	0	1	0	1	0
Sr. Fleet Maint. Tech.	Grade F	1	0	1	0	1	0	0	0	0	0
Compost Facility Manager	Grade E	0	0	0	0	1	0	1	0	1	0
Technical Support Specialist	Grade E	0	0	0	0	1	0	1	0	1	0
Street Crew Supervisor	Grade E	2	0	2	0	2	0	1	0	1	0
Crew Chief	TBD	0	0	0	0	0	0	2	0	2	0
Infrared System Technician	Grade E	0	0	0	0	1	0	1	0	1	0
Landscape Maint. Crew Chief	Grade E	0	0	0	0	1	0	1	0	1	0
Administrative Assistant	Grade D	2	0	1	0	1	0	1	0	1	0
Heavy Equipment Operator	---	3	0	3	0	0	0	0	0	0	0
Sr. Equipment Operator	---	5	0	5	0	0	0	0	0	0	0
Equipment Operator	Grade D	1	0	1	0	8	0	6	0	6	0
Landscape Maint. Worker Sr.	Grade C	3	0	3	0	2	0	2	0	2	0
Administrative Secretary	Grade B	1	1	1	1	1	0	1	0	1	0
Landscape Maint. Worker	Grade B	4	5	4	5	4	7	7	9	7	9
Crew Worker	Grade B	3	0	3	0	3	0	3	0	3	0
Totals		31	6	31	6	33	7	34	9	34	9



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference \$	%
Personnel							
Salaries & Wages	1,372,369	1,353,927	1,597,817	1,442,536	1,626,946	29,129	1.8%
Employee Benefits	638,433	654,526	629,690	490,746	675,605	45,915	7.3%
Total Personnel	2,010,802	2,008,453	2,227,507	1,933,282	2,302,551	75,044	3.4%
Operations							
Transportation Services	367	433	727	578	808	81	11.1%
Operating Services	8,071	2,113	4,614	6,100	7,586	2,972	64.4%
Notices, Subscriptions, etc.	2,031	2,162	2,583	2,925	3,444	861	33.3%
Utilities	875,525	878,598	882,610	876,100	879,850	(2,760)	-0.3%
Contractual Services	4,735	3,044	4,500	4,100	4,835	335	0.0%
Repair & Maintenance Services	73,292	38,386	57,930	28,299	54,650	(3,280)	-5.7%
Employee programs	7,067	7,898	11,516	9,850	10,380	(1,136)	-9.9%
Professional Development/Travel	6,232	6,103	14,375	5,775	13,500	(875)	-6.1%
Office Supplies	9,635	6,783	9,582	9,800	9,860	278	2.9%
Operating Supplies	40,657	22,945	38,615	41,745	40,180	1,565	4.1%
Fuel & Mileage	71,500	75,353	100,600	80,000	90,540	(10,060)	-10.0%
Machinery & Equipment (<\$25,000)	49,539	52,894	134,468	93,600	93,160	(41,308)	-30.7%
Repair & Maintenance Supplies	183,252	167,638	183,916	165,604	208,000	24,084	13.1%
Operational Units	12,094	-	1,000	1,000	1,030	30	3.0%
Property & Liability Costs	59,032	61,074	59,920	54,295	60,206	286	0.5%
Rentals	720	742	4,860	740	4,960	100	2.1%
Permits	129	22	3,125	3,125	3,130	5	0.0%
Debt Service and Lease Payments	(6,374)	25,285	121,559	90,688	95,422	(26,137)	-21.5%
Total Operations	1,397,504	1,351,473	1,636,500	1,474,324	1,581,541	(54,959)	-3.4%
Capital	-	-	-	-	-	-	0.0%
Total Streets - Maintenance	3,408,306	3,359,926	3,864,007	3,407,606	3,884,092	20,085	0.5%

Notes & Objectives

Personnel:

Operations:

Capital:

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
= 81110	REGULAR PAY			1,595,491	857,757	1,401,570	1,625,851	1,713,178	1,764,574
81120	OVERTIME PAY	1,324,975	1,290,598	56,650	20,898	34,680	58,000	60,000	62,000
81150	TEMPORARY WORK BY NON-CITY EMPLOYEES	47,394	41,267						
81199	VACANCY ADJUSTMENT		22,062		3,627	6,286			
= XWAGE	TOTAL WAGES	1,372,369	1,353,927	(54,324) 1,597,817	882,282	1,442,536	(56,905) 1,626,946	(59,961) 1,713,217	(61,760) 1,764,814
= 81410	FICA (EMPLOYER'S SHARE)	99,477	95,700	118,736	63,004	103,019	124,378	131,058	134,990
= 81420	MEDICAL PREMIUMS	364,895	378,937	427,487	169,253	293,372	470,236	517,259	568,985
= 81430	GROUP INSURANCE PREMIUMS	29,439	27,882	30,053	14,634	30,000	30,053	33,058	36,364
= 81440	EMPLOYEE INSURANCE CONTRIBUTIONS	(75,952)	(84,677)	(92,056)	(58,831)	(95,975)	(101,262)	(111,388)	(122,527)
81450	RETIREMENT CONTRIBUTIONS	191,324	201,627	116,311	116,311	116,311	120,000	125,000	130,000
81455	DEFERRED COMP MATCH	2,176	3,738	4,176	3,712	5,924	6,500	7,500	8,500
81460	UNEMPLOYMENT CLAIMS	3,598	2,598	5,360	5,360	5,360	5,500	5,686	5,857
81470	WORKERS COMPENSATION PREMIUMS	15,492	19,742	19,623		19,623	20,200	20,819	21,443
81475	WORKERS COMPENSATION CLAIMS	7,984	8,979	15,946	15,946	13,112			
= XBEN	TOTAL BENEFITS	638,433	654,526	629,690	324,029	490,746	675,605	728,992	783,612
= XPER	TOTAL PERSONNEL	2,010,802	2,008,453	2,227,507	1,206,311	1,933,282	2,302,551	2,442,209	2,548,426
	Operations								
82110	MAILING & OUTBOUND SHIPPING SERVICES	24	115	103	53	103	106	109	112
82120	FREIGHT FOR INBOUND PURCHASED ITEMS	13		108		50	111	114	117
82130	VEHICLE LICENSES & TITLES	330	318	258	70	325	325	330	335
82140	VEHICLE TOW-IN SERVICES			258		100	266	274	283
= XTRC	TOTAL TRANSPORTATION CHARGES	367	433	727	123	578	808	827	847
82210	PRINTING & COPYING SERVICES, OUTSOURCED		396	515	13	400	515	520	525
82230	ARCHIVING/RECORDS MANAGEMENT SERVICES	5,237	65						
82240	TRANSCRIPTION FEES	27			999	1,000	1,500	1,600	1,700
! 82250	TESTING & PHYSICALS	1,387	1,382	824	2,094	2,200	2,200	2,300	2,400
82260	UNIFORM RENTAL & SERVICES	880		515		250	530	546	561
82270	LANDFILL & BIOSOLIDS MANAGEMENT SERVICES			700		250	721	742	764
82299	OTHER OPERATING SERVICES	540	270	2,060	120	2,000	2,120	2,185	2,248
= XOPSV	TOTAL OPERATING SERVICES	8,071	2,113	4,614	3,226	6,100	7,586	7,893	8,198
! 82310	LEGAL NOTICES	352	707	206	830	1,000	1,000	1,020	1,040
! 82350	DUES FOR MEMBERSHIPS	1,006	831	1,030	639	1,000	1,060	1,090	1,123
82355	PROFESSIONAL STANDARDS / ACCREDITATION		325	325	125	325	335	345	355
! 82360	PUBLIC RELATIONS & EDUCATION (CITY SPONSORED)	310		250		150	255	266	275
82370	PROMOTIONS & SPECIAL EVENTS (NOT CITY SPONSORED)	208			81				
82371	EMERGENCY RELIEF			103		100	106	109	112
82372	UNITED WAY CAMPAIGN		222	515		250	530	546	561
82390	PUBLICATIONS, NON-TRAINING	155	77	154	227	100	158	162	166
= XNSP	TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY	2,031	2,162	2,583	1,902	2,925	3,444	3,538	3,632
! 82410	ELECTRIC SERVICE	839,217	838,417	855,000	338,230	855,000	855,000	880,700	907,100
+ 82420	WATER & SEWER SERV/ICE	14,164	15,582	17,460	2,117	6,600	9,400	10,190	11,245
1	Columbia Ave, Five points, 5th Ave, Street Scape Irrigation			2,200			2,200	2,330	2,385
2	Irrigation Carolhers Parkway from Hwy 96 - Coolsprings			11,400		2,500	3,000	3,500	4,000
3	Streets Dept. Satellite Facility, Irrigation on Square			3,000		3,000	3,000	3,500	4,000
4	Various	14,164	15,582						
5	Mack Hacher Irrigation			860		1,100	1,200	860	860
6	Line Item 6								

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
7	Line Item 7								
*	Amount missing from detail				2,117				
!	82430 STORMWATER SERVICE		1,257		190	350	350	1,126	1,158
!	82435 SOLID WASTE SERVICE	1,242	5,218		248	500	500	5,900	6,080
	82440 NATURAL GAS SERVICE	4,645	6,112	1,500	70	1,500	1,500	5,500	5,700
!	82450 TELEPHONE SERVICE	4,416	1,388		605	1,000	1,650	1,750	1,755
!	82451 800 MHZ ACCESS LINE SERVICE	1,336	2,279		1,098	2,000	2,300	2,355	2,425
	82455 CELLULAR TELEPHONE SERVICE	1,393	7,693	8,650	1,824	8,500	8,500	9,170	9,437
!	82470 INTERNET & RELATED SERVICES	8,541	652		482	650	650	654	672
=	XUTIL TOTAL UTILITIES	875,525	878,598	882,610	344,864	876,100	879,850	917,295	945,572
!	82510 COMPUTER SERVICES			1,000		1,000	1,030	1,060	1,090
	82520 LEGAL SERVICES	120	699	500	65	700	715	730	745
	82560 CONSULTANT SERVICES	1,856							
	82599 OTHER CONTRACTUAL SERVICES	2,200	2,345	3,000	538	2,400	3,090	3,180	3,270
=	XCTS TOTAL CONTRACTUAL SERVICES	4,735	3,044	4,500	603	4,100	4,835	4,970	5,105
	82610 VEHICLE REPAIR & MAINTENANCE SERVICES	10,391	1,883	16,000	417	2,500	16,000	16,960	17,468
	82620 EQUIPMENT REPAIR & MAINTENANCE SERVICES	10,091	6,492	14,000	1,666	3,500	14,500	14,840	15,285
	82640 PAVING & REPAIR SERVICES	149							
	82642 STREETLIGHT REPAIR & MAINTENANCE SERVICES	9,640							
+	82647 SIDEWALK REPAIR	26,215							
1	Handicap ramp repair prior to street resurfacing projects								
2	Sidewalk replacement throughout City	26,215							
*	Amount missing from detail								
+	82652 LANDSCAPING SERVICES	2,700	1,950	6,360	300	1,250	2,090	6,752	8,740
1	Irrigation Repair			1,030		750	1,060	1,090	2,020
2	Irrigation Winterization			1,200				1,272	1,300
3	Tree Removal			3,100				3,300	3,400
4	Graffiti Removal			1,030		500	1,030	1,090	2,020
5	Various	2,700	1,950		300				
*	Amount missing from detail								
	82653 IRRIGATION SERVICES			1,030		750	1,060	1,090	2,020
!	82655 TREE SERVICES			2,000		2,000	2,000	2,120	2,180
!	82660 BUILDING REPAIR & MAINTENANCE SERVICES	14,106	21,486	18,540	285	18,000	19,000	19,653	20,243
!	82699 OTHER REPAIR & MAINTENANCE SERVICES		6,575		299	299			
=	XRMVSV TOTAL REPAIR & MAINTENANCE SERVICES	73,292	38,386	57,930	2,967	28,299	54,650	61,415	65,936
!	82750 EMPLOYEE RECOGNITION/RECEPTIONS	2,051	4,149	1,030	770	2,500	2,000	2,050	2,100
	82760 SAFETY PROGRAMS			2,060		2,000	2,000	2,180	2,240
!	82780 TRAINING, OUTSIDE	921	3,729	5,146	1,000	2,350	3,000	3,230	3,460
1	Flagger Training			2,060		850	1,200	1,280	1,360
2	Hazardous Material Training			1,850		900	1,000	1,100	1,200
3	Administrative Staff Training (Skill Path)			1,236		600	800	850	900
4	Various	921	3,729						
*	Amount missing from detail				1,000				
	82790 TRAINING, IN-HOUSE	4,095	20	3,280		3,000	3,380	3,475	3,590
=	XEPG TOTAL EMPLOYEE PROGRAMS	7,067	7,898	11,516	1,770	9,850	10,380	10,935	11,390
+	82810 REGISTRATIONS		3,485	4,800		1,800	3,700	5,250	6,350
!	1 S.W.A.N.A.	2,414		1,000		1,000	1,000		1,000
2	World of Concrete			2,500			1,200	1,200	1,200
!	3 Asphalt Technologies			500					
	4 A.P.W.A.			800		800	1,500	750	750
6	Career Development	2,414	3,485					3,300	3,400
*	Amount missing from detail								
+	82820 GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)	825	70	1,550	166	750	1,600	2,750	2,700
1	1 S.W.A.N.A.			400		400	400		400

Account	Label		Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
2	World of Concrete				500			500		
3	Asphalt Technologies				400				500	
4	A.P.W.A.				250		350	700	700	700
5	Career Development		825	70					1,550	1,600
*	Amount missing from detail					166				
+	AIR TRAVEL		527	752	2,750		1,350	2,950	5,100	5,900
1	S.W.A.N.A.				550		550	650		700
2	World of Concrete				850			1,300	1,300	1,300
3	Asphalt Technologies				550					
4	A.P.W.A.				800		800	1,000	1,000	1,000
5	Career Development		527	752					2,800	2,900
*	Amount missing from detail									
+	LODGING		1,798	1,329	3,400	3,126	1,150	3,150	5,700	6,450
1	S.W.A.N.A.				650		650	650		650
2	World of Concrete				1,500			1,500	1,500	1,500
3	Asphalt Technologies				750					
4	A.P.W.A.				500		500	1,000	1,000	1,000
5	Career Development		1,798	1,329					3,200	3,300
*	Amount missing from detail					3,126				
+	MEALS (OUTSIDE WILLIAMSON COUNTY)		668	467	1,875	629	725	2,100	3,500	4,000
1	S.W.A.N.A.				375		375	400		400
2	World of Concrete				800			900	900	900
3	Asphalt Technologies				350					
4	A.P.W.A.				350		350	800	800	800
5	Career Development		668	467					1,800	1,900
*	Amount missing from detail					629				
=	TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL		6,232	6,103	14,375	3,921	5,775	13,500	22,300	25,400
83110	OFFICE SUPPLIES		2,142	1,590	3,600	1,341	3,600	3,700	3,800	3,900
83120	OFFICE DÉCOR ITEMS (OTHER THAN FURNITURE)			187						
83130	EMPLOYEE BENEVOLENCE ITEMS		350	246	382	268	600	400	415	427
83140	MEALS & FOOD (INSIDE WILLIAMSON COUNTY)		7,143	4,760	5,600	3,619	5,600	5,760	5,940	6,110
=	TOTAL OFFICE SUPPLIES		9,635	6,783	9,582	5,228	9,800	9,860	10,155	10,437
83210	TRAINING SUPPLIES				1,000		1,000	1,030	1,060	1,090
83250	SAFETY SUPPLIES		18,983	10,022	11,845	13,068	15,000	12,250	12,545	12,905
83260	UNIFORMS PURCHASED		14,741	10,054	17,325	10,237	17,300	17,675	18,250	18,798
83270	CONSUMABLE TOOLS		257	1,611	3,295	702	3,295	3,950	4,050	4,150
1	Mechanics Tools									
2	Hand tools				1,235		1,235	2,450	2,500	2,550
3	Inspectors Tools		257	1,611	2,060		2,060	1,500	1,550	1,600
*	Amount missing from detail					702				
83290	SOLID WASTE CONTAINERS			846						
83299	OTHER OPERATING SUPPLIES		6,676	412	5,150	2,644	5,150	5,275	5,450	5,600
=	TOTAL OPERATING SUPPLIES		40,657	22,945	38,615	26,651	41,745	40,180	41,355	42,543
83310	GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)		71,500	75,353	100,600	24,666	80,000	90,540	95,067	99,820
=	TOTAL FUEL & MILEAGE		71,500	75,353	100,600	24,666	80,000	90,540	95,067	99,820
83510	FURNITURE, FIXTURES (<\$25,000)		1,280	1,159	2,000		2,000	2,060	2,120	2,180
83520	VEHICLES (<\$25,000)				36,018					
+	MACHINERY & EQUIPMENT (<\$25,000)		43,673	42,960	84,650	35,805	81,050	79,000	40,500	21,500
1	Downtown & Streetscape (Hillsboro Rd) Equipment				4,000		4,000	2,100	1,500	1,500
10	Walk behind Mower (Mack Hatcher)				6,200		6,200			
11	Mack Hachers Tools & Small Equipment				11,650		11,650	2,200	1,500	1,500
12	Infrared Truck, Heater Elements, Regulators				5,000		5,000	5,000	5,000	5,000
13	Compost Facility Tools / Incidents				2,000		2,000	1,000	1,000	1,000
14	24' Box Trailers (Mack Hatcher & Streetscape) (move to lease)						12,000	6,500		

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
! 15	ATV Mack Hatcher & Hillsboro RD					18,000			
16	Concrete Grinder								
17	Various	43,673	42,960						
2	Air Compressor for Streets Shop								
! 3	Rear Discharge Mower						11,000	12,000	12,500
4	V box spreader (replacement)					16,000	16,000	19,500	
! 5	12' Brine Tank Trailer (2)						10,000		
6	Motorola XTS 1500 batteries								
7	Brine Storage Tank (Liberty Park)						10,000		
8	Leaf Box			6,200		6,200	6,200		
9	Fial Mower head						9,000		
*	Amount missing from detail			49,600	35,805				
! 83540	COMPUTER HARDWARE (<\$25,000)	4,586	8,572	10,300	5,020	10,300	10,600	10,900	11,200
83550	COMPUTER SOFTWARE (<\$25,000)		203	1,500		250	1,500	1,590	1,640
=	XMEU TOTAL MACHINERY & EQUIPMENT (<\$25,000)	49,539	52,894	134,468	40,825	93,600	93,160	55,110	36,520
83610	VEHICLE PARTS & SUPPLIES	15,450	12,476	25,000	2,679	15,000	26,500	27,250	28,000
83620	EQUIPMENT PARTS & SUPPLIES	45,887	32,245	36,050	1,292	37,000	37,000	38,200	39,300
+ 83640	PAVING & REPAIR SUPPLIES	74,733	47,457	62,680	11,464	62,200	73,900	78,150	80,400
! 1	Road Salt (approximately 500ton)			25,000		25,000	35,000	38,200	39,300
2	Asphalt for Pothole & Roadway Repair			21,200		21,200	22,000	22,500	23,150
3	Various								
4	Propane for infra-red truck			10,300		10,000	10,600	10,900	11,200
5	Rejuvenator for asphalt infra-red			6,180		6,000	6,300	6,550	6,750
6	Line Item 6	74,733	47,457						
*	Amount missing from detail				11,464				
83642	STREETLIGHT PARTS & SUPPLIES	1,200							
83643	SIGN SUPPLIES	983	5,017						
83647	SIDEWALK REPAIR SUPPLIES	272							
!+ 83652	LANDSCAPING SUPPLIES	29,705	32,342	39,346	18,925	30,900	49,500	42,025	43,375
! 1	Mulch			25,000		17,000	25,750	26,500	27,300
! 2	Pre- Emergent, Post Emergent, Fertilizer, Grass Seed etc.			3,600		3,600	8,000	3,800	3,900
3	Tree & Shrub Replacement			2,575		2,500	2,650	2,725	2,800
4	New Planting Installation, Includes Hanging basket plantings			2,871		2,500	3,100	3,300	3,500
! 5	Weed eater cord, Christmas Decorations, Baskets, Trash recepticles, etc.			5,300		5,300	10,000	5,700	5,875
6	Various	29,705	32,342						
*	Amount missing from detail				18,925				
83653	IRRIGATION SUPPLIES	1,210	1,000	1,800	256	1,200	1,500	1,910	1,967
83654	GROUNDS MAINTENANCE SUPPLIES		89		744	744			
83660	BUILDING MAINTENANCE SUPPLIES	13,474	26,602	16,980	3,388	16,500	17,500	18,000	18,550
! 83699	OTHER REPAIR & MAINTENANCE PARTS & SUPPLIES	338	10,410	2,060	35	2,060	2,100	2,180	2,240
=	XRMS TOTAL REPAIR & MAINTENANCE SUPPLIES	183,252	167,638	183,916	38,783	165,604	208,000	207,715	213,832
84920	2ND AVE PARKING GARAGE OPERATIONS			500		500	515	530	545
84930	4TH AVE PARKING GARAGE OPERATIONS	12,094		500		500	515	530	545
=	XOPU TOTAL OPERATIONAL UNITS	12,094		1,000		1,000	1,030	1,060	1,090
85110	PROPERTY INSURANCE	5,116	904	949		904		1,050	1,100
85111	FRAUD INSURANCE	291							
85112	INLAND MARINE INSURANCE	4,162	5,010	5,260	4,965	4,965	5,260	6,030	6,540
85113	AUTO PHYSICAL DAMAGE	1,621	1,838	1,600	1,562	1,562	1,600	1,752	1,828
85115	LIABILITY INSURANCE	7,887	32,098	33,700	27,264	27,264	30,000	37,069	38,922
85116	E&O LIABILITY INSURANCE	6,127	2,745	2,882	3,100	3,100	3,300	3,366	3,430
85117	VEHICLE LIABILITY INSURANCE	9,848	11,303	11,398	15,165	15,165	15,188	15,500	15,900
85118	LAW ENFORCEMENT LIABILITY INSURANCE				170	170	175	180	185
! 85119	UMBRELLA LIABILITY	2,941							
85120	PROPERTY DAMAGE COSTS	19,738		(25,630)					
85125	LIABILITY CLAIMS/DEDUCTIBLES	1,301	1,093	562	562	562	573	584	595

Account	Label		Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
85127	VEHICLE LIABILITY CLAIMS/DEDUCTIBLES			6,070	4,131			4,000	4,554	4,782
85140	SURETY/NOTARY BONDS			13		103	103	110	115	120
=	XPLC	TOTAL PROPERTY & LIABILITY COSTS	59,032	61,074	59,920	27,261	54,295	60,206	70,200	73,402
+	85240	EQUIPMENT RENTAL & LEASES	720	742	4,860	689	740	4,960	5,147	5,298
1			720	742						
1		Equipment rental misc.			4,120			4,200	4,367	4,498
3		Porta John compost facility			740		740	760	780	800
*		Amount missing from detail				689				
=	XRENT	TOTAL RENTALS	720	742	4,860	689	740	4,960	5,147	5,298
!	85310	PERMITS			3,000	3,000	3,000	3,000	3,000	3,000
!	85320	STATE FEES	129	22	125	24	125	130	135	140
=	XPERM	TOTAL PERMITS	129	22	3,125	3,024	3,125	3,130	3,135	3,140
+	86600	LEASE/LOAN PRINCIPAL	(4,382)	23,102	117,591	100,711	87,976	93,436	94,646	29,615
01		SunTrust - Compost Screener	(4,382)	23,102	24,082		24,082			
02		2014 - Salt Brine Mixer			27,585		27,585	27,880	28,126	
03		2014 - Streets Vehicle			7,590		7,590	7,671	7,739	
!	04	2015 - Rear Discharge Mowers (Mack Hatcher) (\$35,000)			11,667		5,744	11,577	11,756	5,923
05		2015 - V Box Salt Spreader (Replacement) (\$16,000)			5,333					
!	06	2015 - ATV (\$18,000)			6,000					
07		2015 - 24' Box Trailers (Mack Hatcher & Streetscape) (\$15,600)			5,200					
08		2015 - Pick-up truck (\$34,000)			10,000		5,580	11,246	11,420	5,754
09		2015 - 3/4 ton Pick-up Truck (Mack Hatcher & Streetscape) (\$30,000)			16,000		4,923	9,923	10,077	5,077
10		2015 - 2 Ton w/dump (Mack Hatcher) (\$48,000)			11,333		7,877	15,877	16,123	8,123
11		2015 - Pull Behind Leaf Vacuum (\$28,000)			9,334		4,595	9,262	9,405	4,738
*		Amount missing from detail			(16,533)	100,711				
+	86700	LEASE/LOAN INTEREST	(1,992)	2,183	3,968	2,325	2,712	1,986	1,188	158
01		SunTrust - Compost Screener	(1,992)	2,183	816		816			
02		2014 - Salt Brine Mixer			756		756	456	152	
03		2014 - Streets Vehicle			208		208	125	42	
04		2015 - Rear Discharge Mowers (Mack Hatcher) (\$35,000)			438		186	281	157	32
05		2015 - V Box Salt Spreader (Replacement) (\$16,000)			200				67	
06		2015 - ATV (\$18,000)			225				75	
07		2015 - 24' Box Trailers (Mack Hatcher & Streetscape) (15,600)			195				65	
08		2015 - Pick-up truck (\$34,000)			375		181	273	153	31
09		2015 - 3/4 ton Pick-up Truck (Mack Hatcher & Streetscape) (\$30,000)			600		160	241	135	27
10		2015 - 2 Ton w/dump (Mack Hatcher) (\$48,000)			425		256	385	216	43
11		2015 - Pull Behind Leaf Vacuum (\$28,000)			350		149	225	126	25
*		Amount missing from detail			(620)	2,325				
=	XDSV	TOTAL DEBT SERVICE	(6,374)	25,285	121,559	103,036	90,688	95,422	95,834	29,773
=	XOP	TOTAL OPERATIONS	1,397,504	1,351,473	1,636,500	629,539	1,474,324	1,581,541	1,613,951	1,581,935
		Capital								
+	88520	VEHICLES (>\$25,000)							30,000	30,000
1										
!	2	Single Axle Dump								

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
3	2015 - Pick-up truck (move to lease)							30,000	30,000
4	2015 3/4 ton Pick-up Trucks (Mack Hatcher & Streetscape) (move to lease)								
5	2015 2 Ton w/dump (Mack Hatcher) (move to lease)								
*	Amount missing from detail								
=	XMEO TOTAL MACHINERY & EQUIPMENT (>\$25,000)							30,000	30,000
=	XCAP TOTAL CAPITAL							30,000	30,000
=	XTOT TOTAL EXPENDITURES	3,408,306	3,359,926	3,864,007	1,835,850	3,407,606	3,884,092	4,086,160	4,160,361



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Streets - Fleet Maintenance

Joe York, Director

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	452,621	505,907	623,323	538,657	622,599	-724	-0.1%
Operations	143,827	268,009	204,290	316,109	328,184	123,894	60.6%
Capital	0	0	0	0	0	0	0.0%
Total	596,448	773,916	827,613	854,766	950,783	123,170	14.9%

Departmental Summary

The Fleet Maintenance Division consists of eight (8) full time employees and one (1) part-time employee. This division provides mechanical services for all of the City's entire fleet of vehicles and equipment. The large variety of vehicles and equipment in the City's fleet include: police cars, passenger vehicles, pickup trucks, dump trucks, heavy equipment, fire apparatus, etc. Due to frequent stop and go activity, and little to no interstate driving, City vehicles have more than the normal wear and tear of everyday vehicles.

Mechanical services provided include: a preventive maintenance program, tire changes, replacement of defective/failed parts, and other misc. services.

Department Outlook

Continual improvement of work flow and process, providing excellent service for all City of Franklin vehicles and equipment.

To keep accurate history of expenditures for service and repairs of City's Fleet for life-cycle analysis, improving vehicle and equipment turnover.

Working with departments to help them obtain the correct vehicles and equipment for their staff' to preform their jobs more efficiently.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established

FranklinForward : A Vision for 2033. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme: A Safe Clean and Livable City



Franklin will be a model for environmental quality and a sustainable city.

Goal: To reduce the number of gallons of fossil fuel consumed by city vehicles by 10% by 2015.

Baseline: 5.60 gallons of fuel were consumed by city vehicles per Franklin residents (Based on fuel transactions at Tri-Star Energy/Pacific Pride locations. 370,236 gallons for 66,172 residents. Purchasing Department)

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	2012	2013	2014	2015	2016*
Percent Outsourced	14%	13%	22%	18%	16%
Percent of Service Calls	6%	7%	8%	8%	8%
Total Number of Repairs	1,079	1,264	1,362	1,650	1900
Cost of Repairs Performed by Fleet Maintenance					
Administration	\$ 660	\$ 57	\$ 254	\$ 405	\$ 600
City Hall Maintenance	\$ -	\$ -	\$ 48	\$ 300	\$ 300
Building & Neighborhood Services	\$ 5,299	\$ 6,048	\$ 3,927	\$ 5,200	\$ 4,000
Engineering	\$ 920	\$ 125	\$ 391	\$ 625	\$ 800
Fire	\$ 80,804	\$ 84,926	\$ 141,287	\$ 165,000	\$ 180,000
Human Resources	\$ -	\$ 268	\$ 1,802	\$ 1,800	\$ 1,000
IT	\$ 290	\$ 1,195	\$ 642	\$ 650	\$ 650
Parks	\$ 21,084	\$ 9,517	\$ 12,373	\$ 15,500	\$ 20,000
Planning	\$ 534	\$ 118	\$ -	\$ 1,800	\$ 1,500
Police	\$ 137,436	\$ 93,776	\$ 77,217	\$ 125,000	\$ 175,000
Sanitation & Environmental Services	\$ 244,967	\$ 203,853	\$ 185,528	\$ 200,000	\$ 200,000
Street Department	N/A	N/A	N/A	\$ 85,000	\$ 85,000
Water	\$ 28,606	\$ 45,307	\$ 58,294	\$ 47,000	\$ 50,000
Total	\$ 522,900	\$ 445,190	\$ 481,763	\$ 648,280	\$ 718,850

Efficiency Measures

	2012	2013	2014	2015	2016*
TBD					

Outcome (Effectiveness) Measures

	2012	2013	2014	2015	2016*
 Reduce the number of gallons of fossil fuel consumed by city vehicles by 10% by 2015. <i>(Baseline: 5.60 gallons of fuel were consumed by city vehicles per Franklin residents (Based on fuel transactions at Tri-Star Energy/Pacific Pride locations. 370,236 gallons for 66,172 residents. Purchasing Department))</i>	N/A	5.60	TBD	TBD	TBD
Target (in gallons per vehicle / total pop.)	N/A	5.60	5.32	5.04	4.788
Meets Target?	N/A	No	TBD	TBD	TBD

Fleet Size

- Cars/Passenger Vehicles	204	190
- Light Trucks	135	130
- Heavy Trucks	125	120

Fuel Consumed

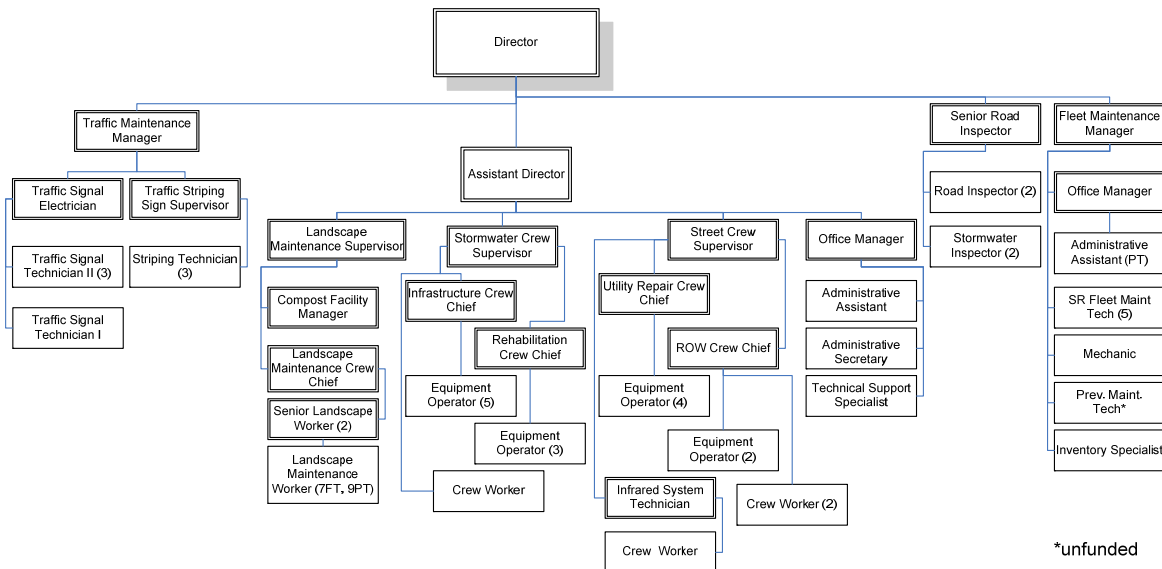
- Gas
- Diesel



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart



Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Staffing by Position

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Fleet Maintenance Manager	Grade H	1	0	1	0	1	0	1	0	1	0
Sr. Fleet Maint. Tech.	Grade F	2	0	3	0	4	0	5	0	5	0
Office Manager	Grade F	0	0	0	0	1	0	1	0	1	0
Mechanic	Grade E	2	0	1	0	0	0	0	0	0	0
Administrative Assistant	Grade D	1	1	1	1	0	1	0	1	0	1
Inventory Specialist	Grade D	1	0	1	0	1	0	1	0	1	0
Prevent. Maint. PM Tech.	TBD	1	0	1	0	1	0	1	0	1	0
Totals		8	1	8	1	8	1	9	1	9	1



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference \$	%
Personnel							
Salaries & Wages	316,713	354,875	456,809	416,218	448,095	(8,714)	-1.9%
Employee Benefits	135,908	151,032	166,514	122,439	174,504	7,990	4.8%
Total Personnel	452,621	505,907	623,323	538,657	622,599	(724)	-0.1%
Operations							
Transportation Services	12,593	12,268	11,025	6,166	6,526	(4,499)	-40.8%
Operating Services	4,228	1,496	2,660	2,350	3,494	834	31.4%
Notices, Subscriptions, etc.	787	806	1,200	1,200	1,236	36	3.0%
Utilities	17,553	19,059	2,900	7,092	29,287	26,387	909.9%
Contractual Services	6,038	2,572	7,500	160	500	(7,000)	-93.3%
Repair & Maintenance Services	343,560	476,866	340,000	489,886	500,000	160,000	47.1%
Employee programs	2,793	2,633	10,000	4,102	10,000	-	0.0%
Professional Development/Travel	5,001	6,422	10,000	4,488	10,251	251	2.5%
Office Supplies	1,728	2,802	4,710	4,564	4,851	141	3.0%
Operating Supplies	12,720	11,127	15,750	16,522	17,527	1,777	11.3%
Fuel & Mileage	4,238	5,189	6,000	3,000	5,400	(600)	-10.0%
Machinery & Equipment (<\$121,000)	21,454	47,471	29,500	32,554	29,650	150	0.5%
Repair & Maintenance Supplies	(295,147)	(328,795)	(347,790)	(353,856)	(404,046)	(56,256)	16.2%
Property & Liability Costs	3,063	3,376	3,793	4,808	7,953	4,160	109.7%
Rentals	2,586	1,987	2,500	350	1,500	(1,000)	-40.0%
Permits	22	-	-	-	-	-	0.0%
Other Business Expenses	610	1,430	-	-	-	-	0.0%
Debt Service and Lease Payments	-	1,300	104,542	92,723	104,055	(487)	-0.5%
Total Operations	143,827	268,009	204,290	316,109	328,184	123,894	60.6%
Capital	-	-	-	-	-	-	0.0%
Total Streets - Maintenance	596,448	773,916	827,613	854,766	950,783	123,170	14.9%

Notes & Objectives

PERSONNEL:

The Fleet Maintenance Division requests the following positions: Move the part-time Administrative Assistant to a full time position in the new budget year. Also I would like to add a part-time Parts Specialist this budget year.

OPERATIONS:

82610 Vehicle Repair & Maintenance Services – This account will increase by 10% due to our aging fleet. WE HAVE A DESPERATE NEED FOR 30 PD VEHICLE REPLACEMENTS THIS YEAR TO OFFSET THE AGING VEHICLES THAT ARE 9-13 YEARS OLD, WITH WELL OVER 100K MILES ON THEM THAT ARE REQUIRING \$2500-\$5000 PLUS A YEAR TO KEEP THEM ON THE ROAD. We must develop a life-cycle program of 5-7 years max on patrol vehicles to realize a cost savings and residual value that is left in these vehicles . I am looking into a refurbish program for the Fire Department trucks that are 8-10 years old. this will

OPERATIONS:

Streets - Fleet Maintenance



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

83620 Equipment Parts & Supplies – This account will increase by 50% due to replacement components by Fleet Maintenance in house of aging vehicles and trucks. We have depleted the 2015 budget by February.

83660 Building Maintenance - I raised this account in order to offset some of the potential needs that will occur in the next few years with this building. Expenses should diminish yearly after next year.

89530 Machinery & Equipment (>\$25,000) – There are still a few items that are needed for the new shop for the tech's to better serve our customers. I would like to add an alignment system to our shop this budget year, decreasing the outsourcing need and reducing the tire usage by being able to check all vehicles and trucks at the scheduled PM Service, giving a 3-4 year return on ROI. There is a transmission jack needed for large and mid sized trucks and equipment.

Hunter Front Alignment Machine \$68,500

1 Steril Koni trans and rear-end lift for fire and class 4-8 trucks \$8,000

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
=	81110 REGULAR PAY	303,245	339,190	452,070	244,518	397,661	443,622	462,571	476,448
	81120 OVERTIME PAY	13,468	15,685	20,000	11,603	18,557	20,000	21,218	21,854
	81199 VACANCY ADJUSTMENT			(15,261)			(15,527)	(16,190)	(16,676)
=	XWAGE TOTAL WAGES	316,713	354,875	456,809	256,121	416,218	448,095	467,599	481,626
=	81410 FICA (EMPLOYER'S SHARE)	23,174	25,869	33,355	18,487	30,049	33,272	34,693	35,734
=	81420 MEDICAL PREMIUMS	66,038	76,962	105,257	40,184	69,652	115,783	127,361	140,097
=	81430 GROUP INSURANCE PREMIUMS	4,343	4,753	8,391	3,332	5,469	8,391	9,230	10,153
=	81440 EMPLOYEE INSURANCE CONTRIBUTIONS	(13,419)	(16,684)	(22,688)	(14,685)	(23,757)	(24,957)	(27,452)	(30,198)
	81450 RETIREMENT CONTRIBUTIONS	51,020	53,226	35,246	35,246	35,246	35,000	37,500	40,000
	81470 WORKERS COMPENSATION PREMIUMS	756	799	747		747	800	825	850
	81475 WORKERS COMPENSATION CLAIMS			206	911	911	215	219	225
!	81480 TOOL ALLOWANCE	3,996	6,107	6,000	2,378	4,122	6,000	6,000	6,000
=	XBEN TOTAL BENEFITS	135,908	151,032	166,514	85,853	122,439	174,504	188,376	202,861
=	XPER TOTAL PERSONNEL	452,621	505,907	623,323	341,974	538,657	622,599	655,975	684,487
	Operations								
	82110 MAILING & OUTBOUND SHIPPING SERVICES	13	11	25			26	27	28
	82120 FREIGHT FOR INBOUND PURCHASED ITEMS	6,606	5,814	7,000	83	166	500	515	535
	82130 VEHICLE LICENSES & TITLES	9	55						
	82140 VEHICLE TOW-IN SERVICES	5,965	6,388	4,000	4,010	6,000	6,000	6,180	6,300
=	XTRC TOTAL TRANSPORTATION CHARGES	12,593	12,268	11,025	4,093	6,166	6,526	6,722	6,863
	82210 PRINTING & COPYING SERVICES, OUTSOURCED	50		200			206	212	218
	82250 TESTING & PHYSICALS	158	116	960	145	350	988	1,018	1,048
	82260 UNIFORM RENTAL & SERVICES	4,020	1,380	1,500	1,116	2,000	2,300	2,369	2,415
=	XOPSV TOTAL OPERATING SERVICES	4,228	1,496	2,660	1,261	2,350	3,494	3,599	3,681
	82350 DUES FOR MEMBERSHIPS	787	806	1,200	549	1,200	1,236	1,273	1,311
=	XNSP TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY	787	806	1,200	549	1,200	1,236	1,273	1,311
!	82410 ELECTRIC SERVICE	7,081	7,077		1,542	2,672	15,000	15,913	16,390
!	82420 WATER & SEWER SERVICE	508	595		101	162	1,030	1,060	1,092
	82430 STORMWATER SERVICE	549	549		229	366	515	530	546
!	82435 SOLID WASTE SERVICE	1,955	2,040				2,060	2,121	2,185
!	82440 NATURAL GAS SERVICE	3,369	3,613		28	56	5,150	5,304	5,463
!	82450 TELEPHONE SERVICE	282	326		141	200	500	515	530
!	82451 800 MHZ ACCESS LINE SERVICE	989	1,637		788	1,236	1,545	1,591	1,639
	82455 CELLULAR TELEPHONE SERVICE	2,535	2,896	2,900	922	2,000	2,987	3,076	3,168
!	82470 INTERNET & RELATED SERVICES	285	326		241	400	500	515	535
=	XUTIL TOTAL UTILITIES	17,553	19,059	2,900	3,992	7,092	29,287	30,625	31,548
!	82510 COMPUTER SERVICES	6,038	2,572	7,500	80	160	500	515	535
=	XCTF TOTAL CONTRACTUAL SERVICES	6,038	2,572	7,500	80	160	500	515	535

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	E sid 2015	Base 2016	Forecast 2017	Forecast 2018
!	82610 VEHICLE REPAIR & MAINTENANCE SERVICES	181,322	271,771	185,000	109,472	218,834	215,000	221,360	228,000
	82620 EQUIPMENT REPAIR & MAINTENANCE SERVICES	158,999	197,371	150,000	128,026	256,052	245,000	252,350	259,920
	82660 BUILDING REPAIR & MAINTENANCE SERVICES	3,239	7,724	5,000	209	15,000	40,000	25,000	15,000
=	XRMSV TOTAL REPAIR & MAINTENANCE SERVICES	343,560	476,866	340,000	237,707	489,886	500,000	498,710	502,920
!	82780 TRAINING, OUTSIDE	2,793	2,633	10,000	1,583	3,166	10,000	10,609	10,927
	82790 TRAINING, IN-HOUSE				468	936			
=	XEPG TOTAL EMPLOYEE PROGRAMS	2,793	2,633	10,000	2,051	4,102	10,000	10,609	10,927
!	82810 REGISTRATIONS	590	1,094	1,600	395	790	1,600	1,697	1,748
	82820 GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)	591	411	750	74	148	772	795	819
	82830 AIR TRAVEL	934	814	2,000		600	2,060	2,121	2,185
	82840 LODGING	2,297	3,274	4,250	455	2,200	4,377	4,508	4,644
	82850 MEALS (OUTSIDE WILLIAMSON COUNTY)	589	829	1,400	79	750	1,442	1,485	1,529
=	XPDT TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL	5,001	6,422	10,000	1,003	4,488	10,251	10,606	10,925
	83110 OFFICE SUPPLIES	1,094	2,042	3,500	1,967	3,500	3,605	3,713	3,824
	83130 EMPLOYEE BENEVOLENCE ITEMS	110		210	82	164	216	222	229
	83140 MEALS & FOOD (INSIDE WILLIAMSON COUNTY)	524	760	1,000	179	900	1,030	1,060	1,092
=	XOFS TOTAL OFFICE SUPPLIES	1,728	2,802	4,710	2,228	4,564	4,851	4,995	5,145
!	83210 TRAINING SUPPLIES	1,854	258	1,500	126	252	1,545	1,591	1,639
	83240 MEDICAL SUPPLIES	577	113	750	91	350	772	795	819
	83250 SAFETY SUPPLIES	1,230	2,551	2,000	1,786	2,000	2,060	2,121	2,185
	83260 UNIFORMS PURCHASED	3,172	3,281	5,000	1,460	2,920	5,150	5,304	5,463
	83270 CONSUMABLE TOOLS	5,887	4,924	6,500	8,843	11,000	8,000	8,240	8,470
=	XOPS TOTAL OPERATING SUPPLIES	12,720	11,127	15,750	12,306	16,522	17,527	18,051	18,576
!	83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)	4,238	5,189	6,000	1,879	3,000	5,400	5,670	5,954
=	XFUEL TOTAL FUEL & MILEAGE	4,238	5,189	6,000	1,879	3,000	5,400	5,670	5,954
!	83530 MACHINERY & EQUIPMENT (<\$25,000)	17,302	42,442	24,500	5,180	23,000	24,500	24,500	24,500
	83540 COMPUTER HARDWARE (<\$25,000)	4,152	5,029	5,000	9,554	9,554	5,150	5,304	5,463
=	XMEU TOTAL MACHINERY & EQUIPMENT (<\$25,000)	21,454	47,471	29,500	14,734	32,554	29,650	29,804	29,963
!	83610 VEHICLE PARTS & SUPPLIES	330,222	310,522	360,000	206,073	353,268	370,800	381,924	393,338
!	83611 REIMBURSEMENT FOR FLEET MAINT	(801,741)	(882,754)	(895,000)	(267,268)	(1,030,766)	(1,100,000)	(1,150,000)	(1,175,000)
	83620 EQUIPMENT PARTS & SUPPLIES	173,763	209,877	185,000	185,091	317,142	275,000	283,250	291,747
	83654 GROUNDS MAINTENANCE SUPPLIES			150			154	159	163
	83660 BUILDING MAINTENANCE SUPPLIES	2,609	33,560	2,060	4,164	6,500	50,000	25,000	10,000
=	XRMS TOTAL REPAIR & MAINTENANCE SUPPLIES	(295,147)	(328,795)	(347,790)	128,060	(353,856)	(404,046)	(459,667)	(479,752)
	85110 PROPERTY INSURANCE	695	755	793			2,500	2,575	2,650
	85111 FRAUD INSURANCE	21							
	85112 INLAND MARINE INSURANCE	298	178	187	490	490	500	515	530
	85113 AUTO PHYSICAL DAMAGE	116	210	221	337	337	400	412	425
	85115 LIABILITY INSURANCE	565	767	805	1,288	1,288	1,400	1,445	1,490
	85116 E&O LIABILITY INSURANCE	439	453	476	570	570	700	721	750
	85117 VEHICLE LIABILITY INSURANCE	706	963	1,011	1,244	1,244	1,200	1,236	1,275
	85118 LAW ENFORCEMENT LIABILITY INSURANCE								
					31	31			

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estid 2015	Base 2016	Forecast 2017	Forecast 2018
85119	UMBRELLA LIABILITY	211		250			400	412	425
85120	PROPERTY DAMAGE COSTS				798	798	800	824	850
85140	SURETY/NOTARY BONDS	12	50	50		50	53	56	58
=	XPLC			3,793	4,758	4,808	7,953	8,196	8,453
85240	EQUIPMENT RENTAL & LEASES	2,586	1,987	2,500		350	1,500	1,545	1,600
=	XRENT	2,586	1,987	2,500		350	1,500	1,545	1,600
85320	STATE FEES	22							
=	XPERM	22							
85990	MISCELLANEOUS	610	1,430						
=	XOBE	610	1,430						
+									
86600	LEASE/LOAN PRINCIPAL			101,534	90,196	90,196	102,209	103,257	11,338
1	2014 - Fleet Vehicle \$25,000			8,250		8,250	8,338	8,412	
2	2014 - Fleet Vehicle \$95,000			31,350		31,350	31,681	31,960	
3	2014 - Fleet Equipment \$120,000			39,600		39,600	40,028	40,381	
4	2015 - lifts, racking, tire shelving (\$67,000)			22,334		10,996	22,162	22,504	11,338
*	Amount missing from detail				90,196				
+									
86700	LEASE/LOAN INTEREST		1,300	3,008	1,656	2,527	1,846	739	60
1	2014 - Fleet Vehicle \$25,000			226		226	136	46	
2	2014 - Fleet Vehicle \$95,000		1,300	859		859	518	173	
3	2014 - Fleet Equipment \$120,000			1,085		1,085	654	219	
4	2015 - lifts, racking, tire shelving (\$67,000)			838		357	538	301	60
*	Amount missing from detail				1,656				
=	XDSV		1,300	104,542	91,852	92,723	104,055	103,996	11,398
=	XOP	143,827	268,009	204,290	506,553	316,109	328,184	275,249	170,047
	Capital								
89530	MACHINERY & EQUIPMENT (>\$25,000)								
=	XMEO							30,000	20,000
	TOTAL MACHINERY & EQUIPMENT (>\$25,000)							30,000	20,000
=	XCAP							30,000	20,000
=	XTOT	596,448	773,916	827,613	848,527	854,766	950,783	961,224	874,534



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Streets - Traffic Division

Joe York, Director

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	552,940	690,087	695,275	702,541	706,765	11,490	1.7%
Operations	238,055	513,404	495,423	469,890	562,071	66,648	13.5%
Capital	47,236	235,315	42,500	26,000	0	(42,500)	-100.0%
Total	838,231	1,438,806	1,233,198	1,198,431	1,268,836	35,638	2.9%

Department Summary

The Street Department, Traffic Division currently maintains 108 signalized intersections within the City of Franklin. All signal heads are equipped with LED lenses.

Traffic Division personnel are responsible for maintenance of all downtown decorative street lights, City school flashers, high mast interstate lighting located within the City limits along I-65, McEwen interchange, McEwen Drive from Carothers to Coolsprings Blvd., Carothers Parkway walking trail, and electronic pedestrian crosswalks throughout the City.

The Traffic Division sign shop manufactures and installs a variety of signs in compliance with M.U.T.C.D. guidelines. The variety of signs produced include: street name signs, directional signs, regulatory signs, informational signs, speed limit and parking signs, etc. In-house sign manufacturing is a cost savings, as well as a time saver. Sign production is performed on an as needed basis, with no delivery time as a factor. No freight or shipping charges are incurred, as compared to purchase from an outside vendor.

With commercial grade printing capabilities, the sign design and production system has been utilized for the production of signs for the Parks, Solid Waste, and Police Depts. Seasonal downtown decorative banners are produced bi-annually.

Department Outlook

We began a pilot program changing out non-incandescent lighting within the downtown area to Light Emitting Diode. Currently, the Traffic Division has converted 93% of Downtown street lights to LED lighting. Grant monies have been applied for (on-going). Recently we completed a program that upfitted all 4th Ave Parking Garage lighting to LED.

GPS and reflectivity activities have been performed on City wide signage, including street names, advanced warning, directional, stop, yield etc. For asset management purposes, all signal data was gathered and entered into the Hansen data base system. This process was completed over the course of several months by physically inspecting, counting and taking GPS points for each signal component. The components include signal poles, traffic signal heads, pedestrian poles and heads, signal control boxes with controllers and monitors,



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme:

TBD

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	2012	2013	2014	2015*	2016*
Street Signs Created			1,228	608	608
Street Signs Replaced				608	608
Type of Sign Created					
Stop Signs	83	175	109	162	162
Speed Limit Signs	32	40	61	91	91
Street Name Signs	192	260	194	111	111
Parking Signs	17	30	35	49	49
Yield Signs	11	30	19	14	14
Warning Signs	N/A	90	94	102	102
Road Construction	N/A	60	52	51	51
No U-Turn Signs	N/A	40	N/A	N/A	N/A
All Way Stop Placards	N/A	75	86	N/A	N/A
Way Finding Signs	3	3	N/A	N/A	N/A
Signs for Other Depts	140	325	261	224	224
Downtown Banners	100	100	20	91	91

Efficiency Measures

	2012	2013	2014	2015*	2016*
Cost/Sign Created					
Stop Signs	\$ 43	\$ 43	\$ 43	43	43
Speed Limit Signs	\$ 27	\$ 27	\$ 27	27	27
Street Name Signs	\$ 22	\$ 22	\$ 22	22	22
Parking Signs	\$ 10	\$ 10	\$ 10	10	10

	Yield Signs	\$ 41	\$ 41	\$ 41	41	41
	Warning Signs	N/A	\$ 29	\$ 29	29	29
	Road Construction	N/A	\$ 35	\$ 35	35	35
	No U-Turn Signs	N/A	\$ 30	N/A	N/A	N/A
	All Way Stop Placards	N/A	\$ 6.50	\$ 6.50	N/A	N/A
	Way Finding Signs	\$ 1,200	\$ 1,200	N/A	N/A	N/A
	Signs for Other Depts	\$ 20	\$ 20	\$ 20	23	23
	Downtown Banners	\$ 17	\$ 17	\$ 10	18	18

Outcome (Effectiveness) Measures

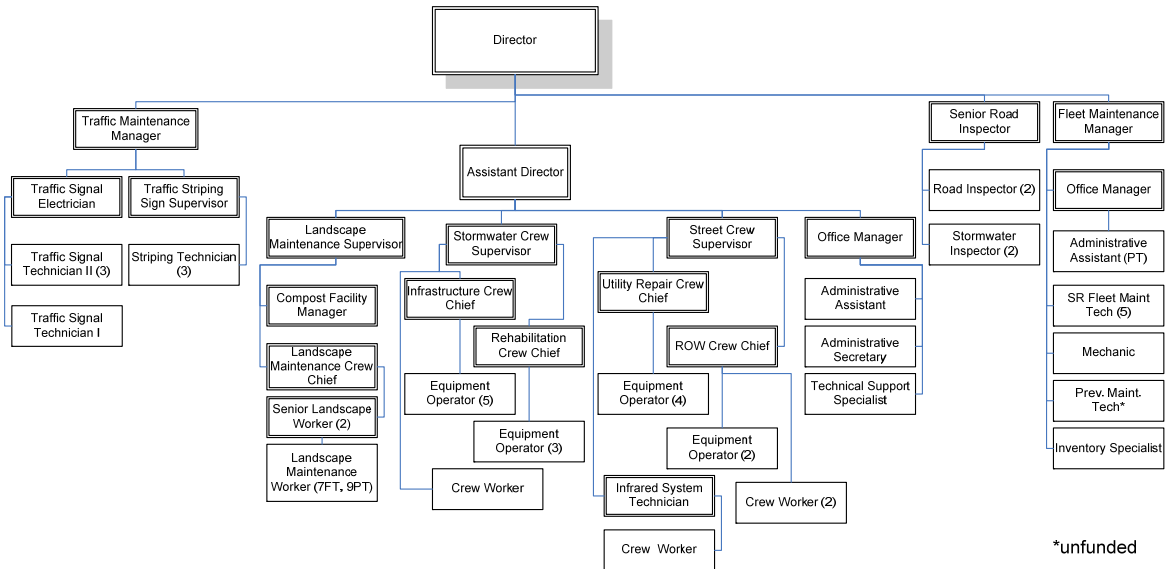
		2012	2013	2014	2015*	2016*
	TBD					



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart



Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Staffing by Position

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Traffic Maint. Manager	Grade H	1	0	1	0	1	0	1	0	1	0
Traffic Sign/Maint. Electrician	Grade F	1	0	1	0	1	0	1	0	1	0
Traffic Strip./Sign. Prod. Super.	Grade F	1	0	1	0	1	0	1	0	1	0
Traffic Signal Technician II	Grade F	0	0	0	0	3	0	3	0	3	0
Sign Specialist	TBD	0	0	0	0	0	0	0	0	0	0
Traffic Signal Technician I	Grade E	0	0	0	0	1	0	1	0	1	0
Striping Technician	Grade D	3	0	4	0	3	0	3	0	3	0
Asst. Striping Technician	---	2	0	2	0	0	0	0	0	0	0
Totals		8	0	9	0	10	0	10	0	10	0



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference \$	%
Personnel							
Salaries & Wages	371,358	455,101	473,880	495,590	468,008	(5,872)	-1.2%
Employee Benefits	181,582	234,986	221,395	206,951	238,758	17,363	7.8%
Total Personnel	552,940	690,087	695,275	702,541	706,765	11,490	1.7%
Operations							
Transportation Services	868	279	500	135	500	-	0.0%
Operating Services	224	46	550	350	550	-	0.0%
Notices, Subscriptions, etc.	789	619	825	785	850	25	3.0%
Utilities	57,159	64,220	59,375	59,325	61,000	1,625	2.7%
Repair & Maintenance Services	12,969	45,716	28,130	27,410	33,325	5,195	18.5%
Employee programs	1,364	375	3,280	3,500	3,750	470	14.3%
Professional Development/Travel	4,185	3,589	8,400	5,100	8,500	100	1.2%
Office Supplies	1,279	1,105	1,450	1,650	1,750	300	20.7%
Operating Supplies	8,674	9,437	12,850	8,250	12,930	80	0.6%
Fuel & Mileage	17,234	13,470	17,546	17,000	18,325	779	4.4%
Machinery & Equipment (<\$25,000)	13,482	27,545	86,300	83,148	95,298	8,998	10.4%
Repair & Maintenance Supplies	72,533	301,621	184,845	179,035	232,900	48,055	26.0%
Property & Liability Costs	47,100	43,672	45,425	43,597	46,615	1,190	2.6%
Rentals	-	1,152	500	500	550	50	10.0%
Permits	195	-	150	100	150	-	0.0%
Debt Service and Lease Payments	-	558	45,297	40,005	45,078	(219)	-0.5%
Total Operations	238,055	513,404	495,423	469,890	562,071	66,648	13.5%
Capital	47,236	235,315	42,500	26,000	-	(42,500)	0.0%
Total Streets - Traffic	838,231	1,438,806	1,233,198	1,198,431	1,268,836	35,638	2.9%

Notes & Objectives

Personnel:

Operations:

Capital:

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
= 81110	REGULAR PAY	357,087	440,018	474,752	294,827	479,794	469,438	485,726	500,297
! 81120	OVERTIME PAY	14,271	15,083	15,000	9,522	15,796	15,900	15,900	16,377
= 81199	VACANCY ADJUSTMENT			(15,872)			(16,430)	(17,000)	(17,510)
= XWAGE	TOTAL WAGES	371,358	455,101	473,880	304,349	495,590	468,008	484,626	499,164
= 81410	FICA (EMPLOYER'S SHARE)	26,487	32,272	34,691	21,675	35,318	35,912	36,429	37,522
= 81420	MEDICAL PREMIUMS	119,092	150,323	161,202	60,170	145,000	177,322	195,054	214,560
= 81430	GROUP INSURANCE PREMIUMS	8,893	10,484	11,086	5,289	10,000	11,086	12,195	13,414
= 81440	EMPLOYEE INSURANCE CONTRIBUTIONS	(25,799)	(33,675)	(37,121)	(21,313)	(34,306)	(40,833)	(44,916)	(49,408)
81450	RETIREMENT CONTRIBUTIONS	51,020	59,140	35,246	35,246	35,246	38,771	42,648	46,912
81470	WORKERS COMPENSATION PREMIUMS	1,889	15,990	16,291			16,500	17,283	17,802
81475	WORKERS COMPENSATION CLAIMS		452		15,693	15,693			
= XBEN	TOTAL BENEFITS	181,582	234,986	221,395	116,760	206,951	238,758	258,693	280,802
= 81475									
= XPER	TOTAL PERSONNEL	552,940	690,087	695,275	421,109	702,541	706,766	743,319	779,966
	Operations								
82120	FREIGHT FOR INBOUND PURCHASED ITEMS	838	221	350	86	100	350	370	380
82130	VEHICLE LICENSES & TITLES	30	58	150	35	35	150	170	180
= XTRC	TOTAL TRANSPORTATION CHARGES	868	279	500	121	135	500	540	560
82210	PRINTING & COPYING SERVICES, OUTSOURCED		10						
82250	TESTING & PHYSICALS	224	36	300	112	300	300	318	327
+ 82260	UNIFORM RENTAL & SERVICES			250		50	250	250	250
1				250		50	250	250	250
*	Amount missing from detail								
= XOPSV	TOTAL OPERATING SERVICES	224	46	550	112	350	550	568	577
82310	LEGAL NOTICES	152	114	150		135	150	150	150
82350	DUES FOR MEMBERSHIPS	490	505	675	653	650	700	721	744
82390	PUBLICATIONS, NON-TRAINING	147							
= XNSP	TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY	789	619	825	653	785	850	871	894
+ 82410	ELECTRIC SERVICE	52,282	59,195	54,000	24,243	54,000	55,500	57,750	60,000
1	Electric Service for Traffic Signals			46,000		46,000	47,000	49,000	51,000
2	Pole Rental through MTEMC			8,000		8,000	8,500	8,750	9,000
3	Various	52,282	59,195						
*	Amount missing from detail				24,243				
82435	SOLID WASTE SERVICE	1,020	1,020	1,050	356	1,000	1,000	1,110	1,140
82455	CELLULAR TELEPHONE SERVICE	3,857	4,005	4,325	994	4,325	4,500	4,700	4,850
= XUTIL	TOTAL UTILITIES	57,159	64,220	59,375	25,593	59,325	61,000	63,560	65,990
82610	VEHICLE REPAIR & MAINTENANCE SERVICES	1,367		4,500	86	4,500	4,625	4,785	4,930
! 82620	EQUIPMENT REPAIR & MAINTENANCE SERVICES	254		3,180	245	2,500	8,200	3,540	3,720
! 82641	TRAFFIC SIGNAL REPAIR & MAINTENANCE SERVICES	8,198	27,140	13,500		13,500	13,500	14,400	15,000
82642	STREETLIGHT REPAIR & MAINTENANCE SERVICES	3,150	18,170	5,410		5,410	5,500	5,700	5,850
82660	BUILDING REPAIR & MAINTENANCE SERVICES		406	1,540		1,500	1,500	1,650	1,700
= XRPVS	TOTAL REPAIR & MAINTENANCE SERVICES	12,969	45,716	28,130	331	27,410	33,325	30,075	31,200

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
82780	TRAINING, OUTSIDE			1,030		1,250	1,500	1,550	1,585
I+	TRAINING, IN-HOUSE		375	2,250		2,250	2,250	2,250	2,250
82790		1,364							
1	Training on signal controls in cabinets			800		800	800	800	800
2	Flagger/Work Zone training			1,450		1,450	1,450	1,450	1,450
3	Line Item 3	1,364							
*	Amount missing from detail								
=	TOTAL EMPLOYEE PROGRAMS	1,364	375	3,280		3,500	3,750	3,800	3,835
I+	REGISTRATIONS								
1	Striping Technicians IMSA Traffic / Striping certification	2,493	120	1,900	2,800	2,800	2,000	3,960	4,020
2	Signal Technicians IMSA Signal Certifications			700		300	1,250	1,250	1,250
3	Line Item 3	2,493	120	1,200		2,500	750	750	750
*	Amount missing from detail				2,800			1,960	2,020
+	GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)								
82820		18	703	1,000		250	1,000	1,060	1,090
1	Striping IMSA	18	703	500		250	500	530	545
2	Signal IMSA			500			500	530	545
*	Amount missing from detail								
82830	AIR TRAVEL	1,674		2,000			2,000	2,185	2,250
82840	LODGING		2,172	2,500	451	1,400	2,500	2,650	2,730
82850	MEALS (OUTSIDE WILLIAMSON COUNTY)		594	1,000	202	650	1,000	1,100	1,130
82890	OTHER TRAVEL EXPENSE S				94				
=	TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL	4,185	3,589	8,400	3,547	5,100	8,500	10,955	11,220
I	OFFICE SUPPLIES	1,002	866	1,050	914	1,250	1,300	1,325	1,350
83140	MEALS & FOOD (INSIDE WILLIAMSON COUNTY)	277	239	400	339	400	450	480	520
=	TOTAL OFFICE SUPPLIES	1,279	1,105	1,450	1,253	1,650	1,750	1,805	1,870
I	SAFETY SUPPLIES	3,311	3,753	3,500	155	1,200	3,500	3,700	3,800
+	UNIFORMS PURCHASED	2,556	2,031	4,850	2,775	3,200	4,950	5,150	5,300
1	Shirts, pants, sweatshirts,jacket, etc.	2,556	2,031	4,850		3,200	4,950	5,150	5,300
2									
*	Amount missing from detail				2,775				
83270	CONSUMABLE TOOLS	2,439	3,384	4,000	1,167	3,500	3,950	4,250	4,380
83299	OTHER OPERATING SUPPLIES	368	269	500		350	530	550	580
=	TOTAL OPERATING SUPPLIES	8,674	9,437	12,850	4,097	8,250	12,930	13,650	14,060
83310	GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)	17,234	13,470	17,546	4,106	17,000	18,325	18,700	19,200
=	TOTAL FUEL & MILEAGE	17,234	13,470	17,546	4,106	17,000	18,325	18,700	19,200
I	FURNITURE, FIXTURES (<\$25,000)	2,337	2,671	2,000		2,000	2,500	3,000	3,500
I+	MACHINERY & EQUIPMENT (<\$25,000)	9,431	18,070	82,300	3,850	79,148	89,798	79,998	62,998
I	Enclosed box trailer			7,000		3,850			
10	LED replacement for Downtown			10,000		10,000		10,000	
11	Various								
12	Push Paint Machine	9,431	18,070					7,000	
I	Pole Trailer / 16' Trailer						7,800		
3	Chainsaw, Weedeater, Bbwer, Pole Saw			2,000		2,000	2,000	2,000	2,000
4	Banner Printing Machine						19,000		
5	Welder			3,000		3,000			
6	Portable Message Boards (2) (\$38,000 to lease)								
7	2011-LED Lenses								
8	2011-Signal Cabinets			10,300		10,300	11,000	11,000	11,000
9	2011-EDI Monitors & Controllers			25,000		24,999	24,999	24,999	24,999
*	Amount missing from detail			25,000		24,999	24,999	24,999	24,999
83590	COMPUTER HARDWARE (<\$25,000)				3,850				
+		1,714	6,804	2,000	2,592	2,000	3,000	2,120	2,200

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
1	Laptops			2,000		2,000	2,000	2,120	2,200
2	PC Hard Drive								
3	Various	1,714	6,804				1,000		
*	Amount missing from detail				2,592				
=	TOTAL MACHINERY & EQUIPMENT (<\$25,000)	13,482	27,545	86,300	6,442	83,148	95,298	85,118	68,698
83610	VEHICLE PARTS & SUPPLIES	1,181	4,237	6,250	1,004	3,500	6,500	6,700	7,000
83620	EQUIPMENT PARTS & SUPPLIES	588	6,069	6,000	3,075	4,500	6,000	6,360	6,550
83640	PAVING & REPAIR SUPPLIES	74,470	(8,053)	37,560	978	36,000	36,900	39,880	41,194
1	Thermoplastic Material & Glass Beads			20,600		20,000	20,000	21,800	22,454
10	Line Item 10	74,470	(8,053)						
2	Propane			2,060		2,000	2,000	2,180	2,240
3	Masking Tape, Paint, Paper, Scraper Etc.			14,900		14,000	14,900	15,900	16,500
4	Lynwood Way								
5	Carothers Parkway Thermoplastic								
6	Galleria Blvd Thermoplastic								
7	Fieldstone Parkway Thermoplastic								
8	Forrest Crossing Blvd. Thermoplastic								
9	Natchez Street Thermoplastic								
*	Amount missing from detail				978				
+	TRAFFIC SIGNAL PARTS & SUPPLIES	(84,583)	252,033	75,750	25,516	75,750	122,750	125,237	127,554
1	Signal Heads			16,250		16,250	16,750	17,237	17,754
2	Signal Wire			5,000		5,000	5,150	5,300	5,450
3	Electrical Components inside Signal Cabinet			26,500		26,500	27,000	28,000	28,800
4	Loop Detection			20,000		20,000	20,600	21,200	21,800
5	Miscellaneous Supplies Bolts, Wires, Conduit, Pull Boxes Etc.			8,000		8,000	8,250	8,500	8,750
6	Various	(84,583)	252,033						
7	Click 600 Controller Detection						22,500	22,500	22,500
8	Smart Sensor						22,500	22,500	22,500
*	Amount missing from detail				25,516				
83642	STREETLIGHT PARTS & SUPPLIES	39,889	59,827	31,000	6,353	31,000	32,000	33,000	34,000
83643	SIGN SUPPLIES	37,357	(13,790)	26,785	8,039	26,785	27,250	28,350	29,100
1	Way - Finding Signs								
2	Banner & Covering Material			9,270		9,270	9,500	9,800	10,100
3	Sign Posts			6,700		6,700	6,750	7,100	7,300
4	Sign Blanks			5,665		5,665	5,750	6,000	6,200
5	Sign Brackets & Bolts			5,150		5,150	5,250	5,450	5,500
6	Various	37,357	(13,790)						
*	Amount missing from detail				8,039				
83644	TRAFFIC CALMING SUPPLIES	2,688							
83660	BUILDING MAINTENANCE SUPPLIES		70						
83699	OTHER REPAIR & MAINTENANCE PARTS & SUPPLIES	943	1,228	1,500	835	1,500	1,500	1,593	1,640
=	TOTAL REPAIR & MAINTENANCE SUPPLIES	72,533	301,621	184,845	45,800	179,035	232,900	241,120	247,038
85110	PROPERTY INSURANCE	3,778	1,695	1,784		1,784		1,976	2,081
85111	FRAUD INSURANCE	117							
85112	INLAND MARINE INSURANCE	1,665	32,962	34,696	32,572	32,572	35,682	38,445	40,468
85113	AUTO PHYSICAL DAMAGE	648	336	354	413	413	420	430	440
85115	LIABILITY INSURANCE	3,154	1,630	1,715	2,144	2,144	2,550	2,605	2,656
85116	E&O LIABILITY INSURANCE	2,451	962	1,012	948	948	1,035	1,122	1,200
85117	VEHICLE LIABILITY INSURANCE	3,939		2,071	2,736	2,736	3,000	3,250	3,500
85118	LAW ENFORCEMENT LIABILITY INSURANCE		2,167	2,281	52	1,500	2,328	2,528	2,660
85119	UMBRELLA LIABILITY	1,176		1,512		1,500	1,600	1,676	1,764
85120	PROPERTY DAMAGE COSTS	30,172	3,920		(1,249)				

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Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
+	89530 MACHINERY & EQUIPMENT (>\$25,000)	47,236	235,315		(235,315)				
1	Man Lift								
2	2010 - Sign Equipment (from Inventory)								
3	Truck Mounted Paint Striping Machine								
4	Various	47,236	235,315						
*	Amount missing from detail				(235,315)				
=	XMEO TOTAL MACHINERY & EQUIPMENT (>\$25,000)	47,236	235,315		(235,315)	26,000		29,000	70,000
=	XCAP TOTAL CAPITAL	47,236	235,315	42,500		26,000		39,000	80,000
=	XTOT TOTAL EXPENDITURES	838,231	1,438,806	1,233,198	590,772	1,198,431	1,268,837	1,350,860	1,380,577



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Program Enhancement Summary

Priority	Request	Compensation	Benefits	Expenses	Total	Funded
Streets - Maintenance						
1	Street Supervisor Reclassification	\$ 2,700	\$ -	\$ -	\$ 2,700	\$ -
2	Single Axle Dump Truck	\$ -	\$ -	\$ 102,510	\$ 102,510	\$ -
3	Pick-Up Truck	\$ -	\$ -	\$ 34,150	\$ 34,150	\$ -
4	Landscape Truck	\$ -	\$ -	\$ 34,150	\$ 34,150	\$ -
5	Compost Land Acquisition	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ -
Total		\$ 2,700	\$ -	\$ 670,810	\$ 673,510	\$ -
Streets - Fleet						
1	Administrative Assistant	\$ 12,275	\$ 11,420	\$ -	\$ 23,695	\$ -
2	Part-Time Parts Specialist	\$ 28,080	\$ 8,424	\$ -	\$ 36,504	\$ -
3	Machinery & Equipment	\$ -	\$ -	\$ 76,500	\$ 76,500	\$ -
Total		\$ 40,355	\$ 19,844	\$ 76,500	\$ 136,699	\$ -
Streets - Traffic						
1	Sign Design Technician	\$ 2,900	\$ 870	\$ -	\$ 3,770	\$ -
2	Pick-Up Truck	\$ -	\$ -	\$ 33,975	\$ 33,975	\$ -
3	Pole Trailer	\$ -	\$ -	\$ 7,800	\$ 7,800	\$ -
4	Banner Production Machine	\$ -	\$ -	\$ 19,000	\$ 19,000	\$ -
Total		\$ 2,900	\$ 870	\$ 60,775	\$ 64,545	\$ -
Total G/F Requests		\$ 45,955	\$ 20,714	\$ 808,085	\$ 874,754	\$ -

(>1 FTE)

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 1 of 5

Department: 43100 STREETS-MAINTENANCE DIVISION
 Division: Maintenance
 Title: Street Crew Supervisor

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
81000 PERSONNEL		\$2,700	\$2,700
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$2,700	\$2,700

PURPOSE / DESCRIPTION OF REQUEST

We would like to request a consideration of reclassification of a current Supervisory position within the Street Maintenance Division.

SERVICE IMPLICATION

Currently we have Supervisors in pay grade "E" supervising employees within the same pay grade. If a reclassification is not considered we would continue to experience pay compression.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **1** of **4**

Department: **43110 STREETS-TRAFFIC DIVISION**
 Division: **Traffic**
 Title: **Sign Specialist**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
81000 PERSONNEL		\$2,900	\$2,900
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$870	\$870
<u>Expenses</u>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$3,770	\$3,770

PURPOSE / DESCRIPTION OF REQUEST

We would like to request a consideration of reclassification of a current Sign Specialist. Over the past couple years there has been more demand for Sign and Banner production. Michael Collier performs most sign design operations. Since the previous classification study Michael has been given the responsibility of Sign design operations utilizing leading edge technology within the industry.

SERVICE IMPLICATION

Michael has worked hard by taking additional training opportunities to ensure the Street department remains abreast of the best standards available as it pertains to sign design and maintenance. We would like to re-evaluate his job description due to the technical difficulty by design software.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 2 of 4

Department: 43110 STREETS-TRAFFIC DIVISION
 Division:
 Title: Pick-up Truck

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
89520 VEHICLES (>\$25,000)	\$32,000		\$32,000
82130 VEHICLE LICENSES & TITLES	\$25		\$25
82610 VEHICLE REPAIR & MAINTENANCE SERVICES		\$500	\$500
83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)		\$1,200	\$1,200
85117 VEHICLE LIABILITY INSURANCE		\$250	\$250
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$32,025	\$1,950	\$33,975

PURPOSE / DESCRIPTION OF REQUEST

We are requesting a replacement vehicle for unit #240, this unit is a 2003 model with over 160,000 miles. This unit is becoming a maintenance nightmare with constant repairs. We use this unit to perform routine inspections on Streetlights and Traffic Signals.

SERVICE IMPLICATION

If we are not able to replace this unit we will likely put several thousand dollars into repair and maintenance over the next year.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **3** of **4**

Department: **43110 STREETS-TRAFFIC DIVISION**
 Division:
 Title: **Pole Trailer**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
83530 MACHINERY & EQUIPMENT (<\$25,000)	\$7,800		\$7,800
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$7,800	\$0	\$7,800

PURPOSE / DESCRIPTION OF REQUEST

Pole trailer needed for hauling street light poles to and from the work areas.

SERVICE IMPLICATION

We currently pay an outside vendor to transport a downed interstate pole to our location so we can properly cut it up and recycle. We also pay a private vendor to transport a new pole to an on site location for installation. Purchasing this trailer would allow us more freedom to work around our schedule rather than an outside vendor.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 4 of 4

Department: 43110 STREETS-TRAFFIC DIVISION
 Division:
 Title: Banner Printer

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
83530 MACHINERY & EQUIPMENT (<\$25,000)	\$19,000		\$19,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$19,000	\$0	\$19,000

PURPOSE / DESCRIPTION OF REQUEST

We are requesting a replacement sign and banner design ink jet printer machine. Our current printer is 3 years old, technology has become more advanced and much faster than our current processes. We rely on this unit to produce clean crisp banners for Downtown and they are beginning to become distorted along the edges on our current machine during production.

SERVICE IMPLICATION

We would like to replace this unit if we are still going to be charged with production of banners throughout Downtown and along Streetscape projects.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **1** of **3**

Department: **43130 STREETS-FLEET MAINT DIVISION**
 Division:
 Title: **Administrative Assistant**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
81110 REGULAR PAY		\$38,069	\$38,069
81110 REGULAR PAY		-\$25,794	-\$25,794
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$11,420	\$11,420
Expenses			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$23,695	\$23,695

PURPOSE / DESCRIPTION OF REQUEST

This request would change a part-time position into a full time position (pay grade D) in the Street Department Fleet Maintenance. The request will provide assistance to Fleet staff for many reasons. Fleet work order production has increased approximately 10-20% every year since 2011. In the last year we have taken on the whole Street Department equipment and vehicles, increasing phone calls, walk-in repairs, and work orders. Purchasing card receipts have also increased 10-20% every year utilizing our purchasing card program. New vehicle volume, which includes the titling of all vehicles is now done by Fleet. A full time Assistant would help the process ensure vehicle placement to departments quickly. Adding a full time Assistant would also allow for more training of this person so they can be the Office Manager back up for time, gov deals, and purchasing card approvals.

SERVICE IMPLICATION

By not filling this position Fleet Maintenance will continue to struggle meeting deadlines for p-cards, time, monthly billing, filling in for vacations and time off leaving a void in the reporting process that has to be completed monthly.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 2 of 3

Department: 43130 STREETS-FLEET MAINT DIVISION
 Division:
 Title: Part Time Parts Specialist

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
		\$28,080	\$28,080
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$8,424	\$8,424
<u>Expenses</u>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$36,504	\$36,504

PURPOSE / DESCRIPTION OF REQUEST

This request would add a part time Parts Specilaist (pay grade D) to the Street Fleet Division. The purpose of this request would be to provide assistance to the full time parts specialist and to the fleet manager to secure parts from our vendors. The pick up of parts will help support the technical staff for quicker repairs. It will also allow me to spend more time for managing the shop and fleet matters, as I have been the person who goes and picks up 90 percent of the parts. This request will also help in the ordering of parts, inventory control, assisting technicians, and performing other task as needed in the fleet department. This gives us a better opportunity to serve our customer's needs for the City of Franklin.

SERVICE IMPLICATION

It keeps The Fleet Manager out of the office and shop, effecting work production for the tech and a slower return of the customer's vehicle and equipment. As our fleet grows this position would eventually request a full time employee.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **3** of **3**

Department: **43130 STREETS-FLEET MAINT DIVISION**
 Division: **Fleet Maintenance**
 Title: **Machinery & Equipment**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
89530 MACHINERY & EQUIPMENT (>\$25,000)	\$76,500		\$76,500
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$76,500	\$0	\$76,500

PURPOSE / DESCRIPTION OF REQUEST

The purpose of this request is to finish the Fleet Facility with some additional equipment that will better serve our customers and reduce the outsourced work.

1. Hunter Front Alignment Machine \$68,500
 2. Stertil Koni Transmission and Rear End jack for fire and class 4-8 trucks. \$8,000
- There is a payback of the alignment machine of 3-4 years, and 1-2 years on the other item.

SERVICE IMPLICATION

Almost eliminate the need for outsourcing alignments. The jack will allow us to remove and handle the large transmissions, rear ends, and pumps in our fire trucks that we are currently outsourcing all of this work.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 1 of 5

Department: 43100 STREETS-MAINTENANCE DIVISION
 Division: Maintenance
 Title: Street Crew Supervisor

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
81000 PERSONNEL		\$2,500	\$2,500
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$2,500	\$2,500

PURPOSE / DESCRIPTION OF REQUEST

We would like to request a consideration of reclassification of a current Supervisory position within the Street Maintenance Division.

SERVICE IMPLICATION

Currently we have Supervisors in pay grade "D" supervising employees within the same pay grade. If a reclassification is not considered we would continue to experience pay compression.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 2 of 5

Department: 43100 STREETS-MAINTENANCE DIVISION
 Division: Maintenance
 Title: Single Axle Dump Truck

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
82130 VEHICLE LICENSES & TITLES	\$25		\$25
82610 VEHICLE REPAIR & MAINTENANCE SERVICES		\$810	\$810
83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON)		\$4,400	\$4,400
85117 VEHICLE LIABILITY INSURANCE		\$275	\$275
89520 VEHICLES (>\$25,000)	\$115,000		\$115,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$115,025	\$5,485	\$120,510

PURPOSE / DESCRIPTION OF REQUEST

We are requesting a replacement Dump truck for Units #217 & #221. #217 is a 21 year old unit with in excess of 75,000 miles. #221 is a 1997 Ford dump with over 74,000 miles on it. We would like to Gov deals both units. Selling these units would free up resources by alleviating some insurance cost, repair and maintenance costs and perhaps recover some fuel costs. This unit would be utilized by the Street Maintenance Division to perform daily asphalt and concrete operations. This unit would also be utilized during the Leaf collection services and assist in Salt brine application operations.

SERVICE IMPLICATION

Replacing this unit would contribute the success of the day to day operations of the Street Department.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **3** of **5**

Department: **43100 STREETS-MAINTENANCE DIVISION**
 Division: **Maintenance**
 Title: **Pickup Truck**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
82130 VEHICLE LICENSES & TITLES	\$25		\$25
82610 VEHICLE REPAIR & MAINTENANCE SERVICES		\$250	\$250
83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)		\$3,600	\$3,600
85117 VEHICLE LIABILITY INSURANCE		\$275	\$275
89520 VEHICLES (>\$25,000)	\$30,000		\$30,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$30,025	\$4,125	\$34,150

PURPOSE / DESCRIPTION OF REQUEST

We are requesting a replacement vehicle for unit #233, 2002 Chevrolet. This unit is used by the asphalt patch crew and performs plowing/salting operations as needed throughout Downtown, P.D., Fire Stations, Bridges, Public Works Facility etc. It currently has in excess of 130,000 miles.

SERVICE IMPLICATION

Failure to replace this unit may result in a failure to properly perform salting operations. During adverse weather situations it is critical that we are properly equipped to respond, so daily operations throughout the City are not disrupted.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **4** of **5**

Department: **43100 STREETS-MAINTENANCE DIVISION**
 Division: **Landscape Crew**
 Title: **Pick-up Truck**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
82130 VEHICLE LICENSES & TITLES	\$25		\$25
82610 VEHICLE REPAIR & MAINTENANCE SERVICES		\$250	\$250
83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSC)		\$3,600	\$3,600
85117 VEHICLE LIABILITY INSURANCE		\$275	\$275
89520 VEHICLES (>\$25,000)	\$30,000		\$30,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$30,025	\$4,125	\$34,150

PURPOSE / DESCRIPTION OF REQUEST

We are requesting this unit as a new vehicle within the landscape maintenance division. This unit would be utilized for the maintenance of Hillsboro road streetscape. The truck would be used to transport a box trailer equipped with mowers, tools and materials.

SERVICE IMPLICATION

During the 2015 budget review we requested the new vehicle due to the increase of personell and responsibilities associated with the completion of the Hillsboro Streetscape project looming. Now that the City has taken over the maintenance of this project we believe it is crucial we have a vehicle in place to help accomplish day to day operations.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **5** of **5**

Department: **43100 STREETS-MAINTENANCE DIVISION**
 Division: **Maintenance**
 Title: **Compost Facility**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
89100 LAND	\$500,000		\$500,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$500,000	\$0	\$500,000

PURPOSE / DESCRIPTION OF REQUEST

The Street Department Compost Facility will divert over 5,000 ton of combined yard waste from entering the landfill in 2015. Yard waste consists of bulk leaf removal by Street Dept. staff and bagged leaves, grass clippings, tree/shrub trimmings, etc. from Sanitation Environmental Services. Since 2009 both departments combined have realized a savings in excess of \$700,000.00 in tipping fees, fuel, vehicle maintenance etc. As trees mature and landscapes grow so do collection numbers, we have consistently increased by approximately 1100 cubic yards in recent years. We have yet to see maturity in Westhaven, Mckays Mill, Willowsprings, Ladd Park etc. We are currently busting at the seams on the 3 acre site owned by City Of Franklin SES Department. We would like to consider purchasing 7-10 acres of slightly rolling to level ground for future growth.

SERVICE IMPLICATION

Failure to purchase property in the near future would be detrimental to the Compost facility as we currently do not have room for new stock materials.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Street Aid Fund

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Beginning Fund Balance	16,563	-	295,259	295,259	784,490	489,231	165.70%
Revenues	2,309,493	2,494,155	2,293,630	2,393,391	2,403,391	109,761	4.79%
Expenditures	2,326,056	2,198,896	2,404,452	1,904,452	2,400,000	-4,452	-0.19%
Ending Balance	-	295,259	184,437	784,198	787,881	603,444	327.18%

Fund Summary

The Street Aid & Transportation Fund is a special revenue fund used to account for the receipt and usage of the City's share of State gasoline taxes. State law requires these gasoline taxes to be used to maintain streets. As set forth under T.C.A. §54-4-201 to 205, revenues for the fund come from taxes levied against gasoline, diesel and liquefied and natural gas sales. They are distributed to municipalities based upon a formula dependent upon the decennial Federal Census.

Municipalities must account for all funds received and submit annual audits to the State Comptroller's office. All purchases through the fund must comply with state and local procurement laws.

Acceptable expenditures include: street improvements (including design, construction, street scape and administration of capital projects), repair and maintenance of existing streets, sidewalks, right-of-way acquisition, street lights and street signs.

Source: Darden, Ron, "State Street Aid Fund Revenues and Expenditures: On the Road to Understanding (2011)" (2011). MTAS Publications: Technical Bulletins. http://trace.tennessee.edu/utk_mtastech/1



City of Franklin, Tennessee **FY 2016 Operating Budget Request**

Organizational Chart

There is no organization chart associated with the Street Aid & Transportation Fund. It is supervised by personnel in the Streets and Engineering Departments.

Staffing by Position

There are no staff formally associated with the Street Aid & Transportation Fund. It is supervised by personnel in the Streets and Engineering Departments.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Beginning Fund Balance	16,563	-	295,259	295,259	784,490	489,231	165.7%
Revenues							
TOTAL LOCAL TAXES	-	-	500,000	500,000	510,000	10,000	2.0%
GASOLINE TAX (STATE)	1,736,341	1,754,190	1,793,580	1,893,391	1,893,391	99,811	5.6%
INTEREST INCOME	20	-	50	-	-	(50)	-100.0%
TRANSFER FROM GENERAL FUND	573,132	739,965	-	-	-	-	0.0%
Total Available Funds	2,309,493	2,494,155	2,293,630	2,393,391	2,403,391	109,761	4.8%
Expenses (Operations)							
LEGAL SERVICES	1,400	-	-	-	-	-	0.0%
PAVING & REPAIR SERVICES	2,239,738	2,039,548	2,234,502	1,734,502	2,224,952	(9,550)	-0.4%
SIDEWALK REPAIR	73,769	158,260	169,950	169,950	175,048	5,098	3.0%
OTHER OPERATING SUPPLIES	1,087	1,088	-	-	-	-	0.0%
TOTAL INFRASTRUCTURE	10,062	-	-	-	-	-	0.0%
Total Expenditures	2,326,056	2,198,896	2,404,452	1,904,452	2,400,000	(4,452)	-0.2%
Ending Fund Balance	-	295,259	184,437	784,198	787,881	603,444	327.2%

Notes & Objectives

This fund is proposed to be level-funded for FY 2016.

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Available Funds								
31100	PROPERTY TAXES COLLECTED			500,000			510,000	520,000	530,000
=	XLT			500,000			510,000	520,000	530,000
33220	GASOLINE TAX (STATE)		1,754,190	1,793,580	788,913	1,893,391	1,893,391	1,888,130	1,944,770
+				110,822					
33255	INCREASE IN STATE SHARED TAXES								
=	XINTG	1,736,341	1,754,190	1,904,402	788,913	1,893,391	1,893,391	1,888,130	1,944,770
36100	INTEREST INCOME	20		50	73	292	400	300	150
=	XUMP	20		50	73	292	400	300	150
37100	TRANSFER FROM GENERAL FUND	573,132	739,965						
=	XOR	573,132	739,965						
25100	BEGINNING FUND BALANCE	16,563			295,259		784,490	788,281	(147,187)
=	XCC	16,563			295,259		784,490	788,281	(147,187)
=	XREV	2,326,056	2,494,155	2,404,452	1,084,245	1,893,683	3,188,281	3,196,711	2,327,733

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Operations								
82520	LEGAL SERVICES	1,400							
=	XCTS	1,400							
+									
82640	PAVING & REPAIR SERVICES	2,239,738	2,039,548	2,234,502	402,368	1,734,502	2,224,952	3,163,908	3,168,824
!	Annual Paving Services	2,239,738	2,039,548	1,657,252		1,657,252	2,145,385	3,081,954	3,084,412
2	Handicap Ramp Upgrade "in conjunction with resurfacing"			77,250		77,250	79,567	81,954	84,412
3									
4									
5	2015 - Additional from Prop Tax			500,000					
*	Amount missing from detail				402,368				
+									
82647	SIDEWALK REPAIR	73,769	158,260	169,950	47,013	169,950	175,048	180,190	185,595
1	Sidewalk replacement program	73,769	158,260	128,750		128,750	132,612	136,590	140,687
2	Downtown brick paver repair			41,200		41,200	42,436	43,600	44,908
*	Amount missing from detail				47,013				
=	XRMSV	2,313,507	2,197,808	2,404,452	449,381	1,904,452	2,400,000	3,344,098	3,354,419
83299	OTHER OPERATING SUPPLIES	1,087	1,088		272				
=	XOPS	1,087	1,088		272				
89470	TRAFFIC SIGNALS	10,062							
=	XINFR	10,062							
=	XCAP	10,062							
=	XTOT	10,062							



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Stormwater

Joe York, Director

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	947,727	993,415	1,005,924	992,610	1,113,952	108,028	10.7%
Operations	614,311	969,342	777,888	668,209	826,045	48,157	6.2%
Capital	1,109,705	526,868	3,018,627	337,801	2,846,000	(172,627)	-5.7%
Total	2,671,743	2,489,625	4,802,439	1,998,620	4,785,997	(16,442)	-0.3%

Division Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Streets	2,627,117	2,444,999	1,793,706	1,584,687	1,487,509	(306,197)	-17.1%
Engineering	44,626	44,626	3,008,733	413,933	3,298,489	289,756	9.6%
Total	2,671,743	2,489,625	4,802,439	1,998,620	4,785,997	(16,442)	-0.3%

Department Summary

The Street Department, Stormwater Division performs routine maintenance procedures, as well as small repairs and upgrades to failing drainage systems. Work activities are performed daily. We spend on average \$125,000 - \$150,000 annually performing routine maintenance throughout local neighborhoods.

A new self-contained storm vacuum will run daily clearing Storm drain inlet structures from debris collected on top of structures, where inlet clogging has occurred.

The Stormwater Division consists of eighteen (18) employees: 1 coordinator; 2 water quality specialist, 2 stormwater inspectors; 1 compliance inspector; 1 supervisor; & 11 maintenance personnel.

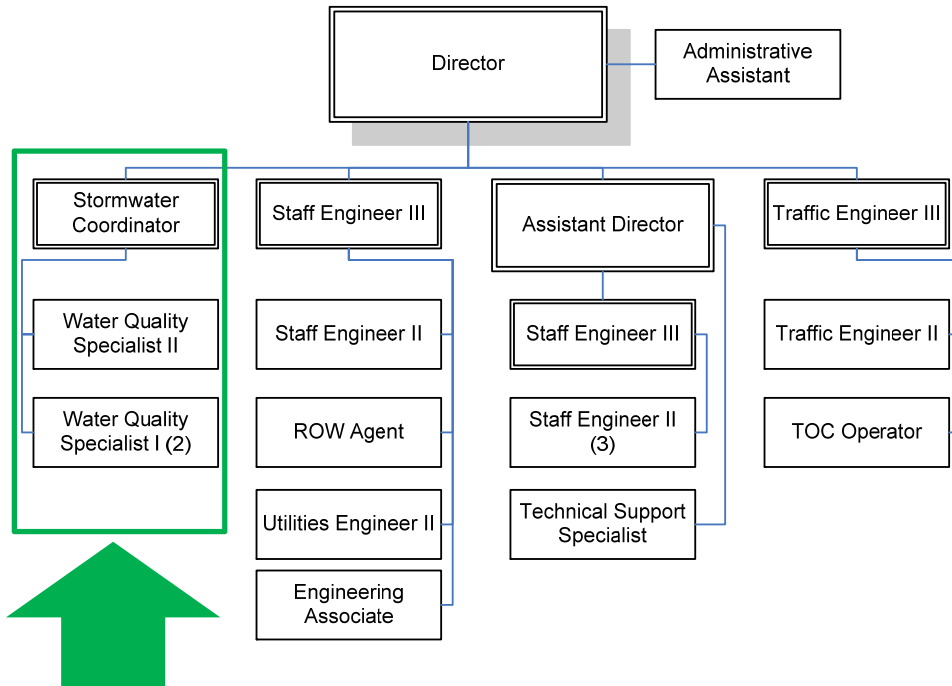
In recent years we performed sweeping operations throughout the City with (2) two Street sweepers. Due to the increase of construction activities and additional curb and gutter along Mack Hatcher Parkway and Hillsboro Rd. We will be increasing operations to (3) three sweeping units daily.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart



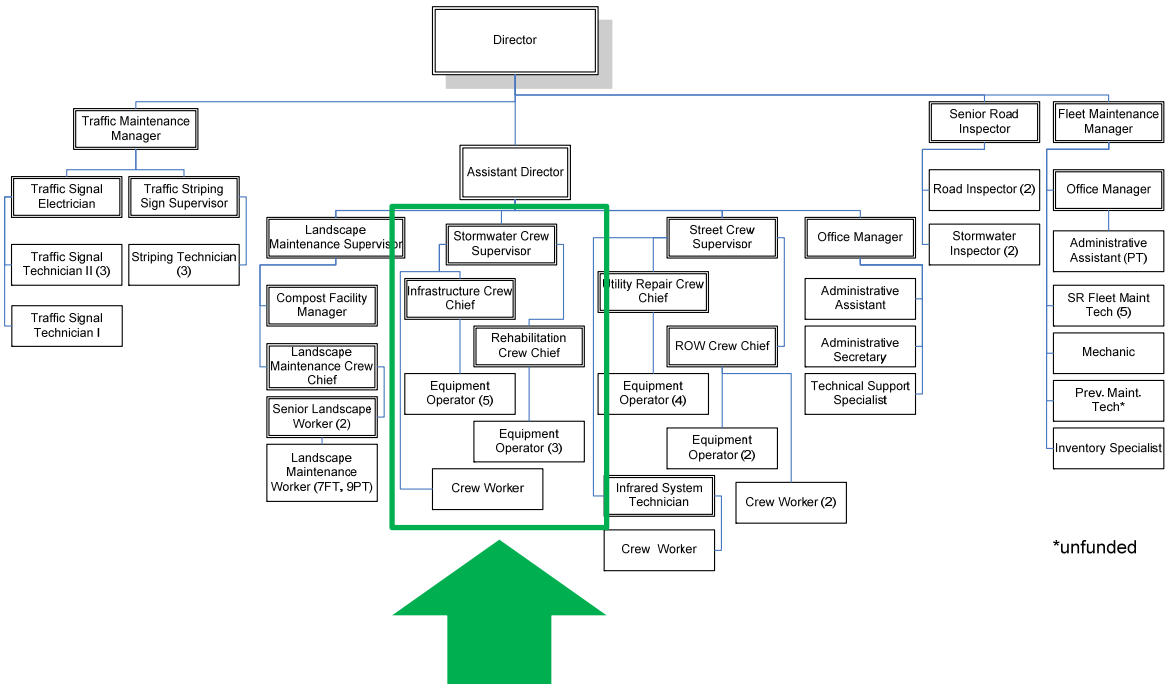
Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart



Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Staffing by Position

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Stormwater - Engineering											
Stormwater Coordinator	Grade H	1	0	1	0	1	0	1	0	1	0
Water Quality Specialist II	Grade G	0	0	0	0	1	0	1	0	1	0
Water Quality Specialist I	Grade F	1	0	1	0	1	0	2	0	2	0
Stormwater - Streets											
Stormwater Inspector	Grade F	2	0	2	0	2	0	2	0	2	0
Stormwater Supervisor	Grade E	1	0	1	0	1	0	1	0	1	0
Crew Chief	TBD	0	0	0	0	0	0	2	0	2	0
Heavy Equipment Operator	---	2	0	2	0	0	0		0	0	0
Equipment Operator Sr.	---	7	0	7	0	0	0	0	0	0	0
Equipment Operator	Grade D	1	0	1	0	10	0	8	0	8	0
Crew Worker	Grade B	1	0	1	0	1	0	1	0	1	0
Intern	---	0	1	0	1	0	0	0	0	0	0
Totals		16	1	16	1	17	0	18	0	18	0



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Personnel							
Salaries & Wages	619,507	659,490	693,043	668,608	763,821	70,778	10.2%
Employee Benefits	328,220	333,925	312,881	324,002	350,132	37,251	11.9%
Total Personnel	947,727	993,415	1,005,924	992,610	1,113,952	108,028	10.7%
Operations							
Transportation Services	360	280	750	960	1,164	414	55.2%
Operating Services	633	1,278	1,966	2,736	3,443	1,477	75.1%
Notices, Subscriptions, etc.	6,763	5,579	13,499	13,595	14,013	514	3.8%
Utilities	44,832	47,998	42,028	41,520	47,217	5,189	12.3%
Contractual Services	155,882	404,904	132,278	42,000	130,286	(1,992)	-1.5%
Repair & Maintenance Services	39,114	91,806	51,600	43,251	54,560	2,960	5.7%
Employee programs	4,282	793	5,000	4,920	5,190	190	3.8%
Professional Development/Travel	6,527	7,519	18,588	15,770	25,810	7,222	38.9%
Office Supplies	611	1,082	1,405	1,755	1,920	515	36.7%
Operating Supplies	10,453	10,737	15,375	15,812	16,420	1,045	6.8%
Fuel & Mileage	53,232	56,766	66,000	66,000	59,400	(6,600)	-10.0%
Machinery & Equipment (<\$182,000)	22,339	42,614	27,480	25,900	48,885	21,405	77.9%
Repair & Maintenance Supplies	85,850	99,361	190,610	185,780	196,670	6,060	3.2%
Operational Units	160,842	165,000	180,451	180,451	186,000	5,549	3.1%
Property & Liability Costs	6,142	16,439	16,733	14,449	19,777	3,044	18.2%
Rentals	128	-	5,000	4,000	5,000	-	0.0%
Permits	4,054	6,474	3,975	4,310	4,990	1,015	25.5%
Financial Fees	2,446	10,712	5,150	5,000	5,300	150	2.9%
Other Business Expenses	-	-	-	-	-	-	0.0%
Debt Service and Lease Payments	9,821	-	-	-	-	-	0.0%
Total Operations	614,311	969,342	777,888	668,209	826,045	48,157	6.2%
Capital	1,109,705	526,868	3,018,627	337,801	2,846,000	(172,627)	0.0%
Total Stormwater Fund	2,671,743	2,489,625	4,802,439	1,998,620	4,785,997	(16,442)	-0.3%

Notes & Objectives

Personnel:

Operations:

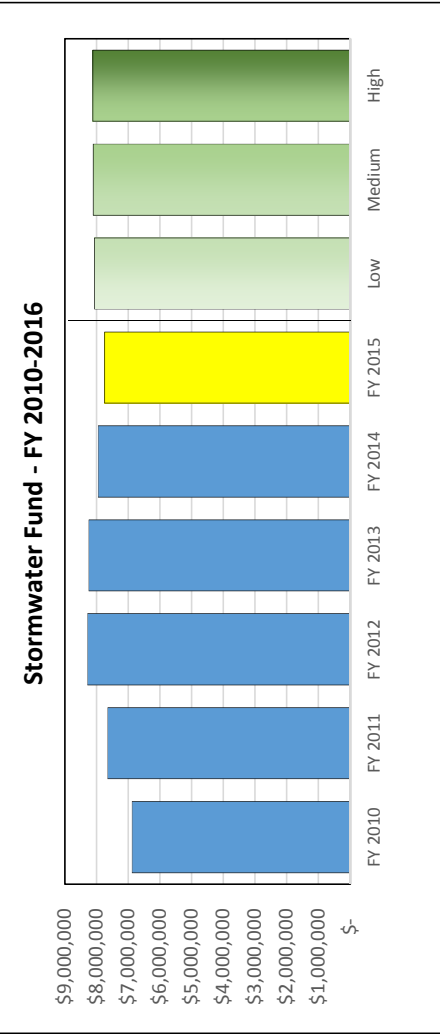
Capital:



City of Franklin
Revenue Model

Fund:	Stormwater Fund	Percent of All Revenues	TBD
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Stormwater Fund: A special revenue fund used to account for the City's stormwater drainage operations. Revenues are primarily from charges to residential and commercial customers based on paved areas.



	Actual				Budget	Forecasts (FY 2016)			Averages
	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Low	Medium	High
PLANS REVIEW FEE	0	0	0	0	9,908	1,240	7,425	7,500	7,575
DRAINAGE INSPECTIONS	0	0	0	0	5,477	0	-	15,000	15,150
STORMWATER PERMIT FEE	1,400	3,300	3,082	5,950	12,482	13,290	14,850	-	-
FEMA/TEMA GRANTS (FED/STATE)	0	66,444	0	0	3,691	0	-	-	-
STORMWATER FEES	2,053,218	2,082,452	2,127,733	2,225,948	2,277,908	2,355,050	2,376,000	2,400,000	2,424,000
STORMWATER FINES	0	0	0	100	0	0	-	-	-
STORMWATER LATE PAY PENALTIES	23,462	22,357	20,615	21,179	20,754	29,260	29,700	30,000	30,300
INTEREST INCOME	41,180	62,303	41,771	20,719	8,930	10,000	9,900	10,000	10,100
LEASE PROCEEDS	0	0	0	0	0	0	-	-	-
CUSTOMER SERVICE	0	0	0	0	(4,776)	0	-	-	-
CONTRIBUTIONS - OTHERS	10,000	0	0	110,000	6,589	0	-	-	-
BEGINNING FUND BALANCE	4,754,751	5,407,750	6,095,953	5,858,322	5,615,101	5,337,047	5,627,678	5,627,678	5,627,678
Totals	\$ 6,884,011	\$ 7,644,606	\$ 8,289,154	\$ 8,242,218	\$ 7,956,064	\$ 7,745,887	\$ 8,065,553	\$ 8,110,178	\$ 8,114,803

Source: City of Franklin, Comprehensive Annual Financial Reports - 1990-2014 & Estimates from Finance & Revenue Management Departments.

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Available Funds								
32170	PLANS REVIEW FEE		9,908	1,240	10,500	12,500	7,500	7,500	7,500
32195	DRAINAGE INSPECTIONS		5,477		30,887	35,000	20,000		
32900	STORMWATER PERMIT FEE		12,482	13,290	6,989	10,000	15,000	14,100	14,520
=	XLP TOTAL LICENSES & PERMITS		27,867	14,530	48,376	57,500	42,500	21,600	22,020
33350	FEMA/TEMA GRANTS (FED/STATE)		3,691						
=	XINTG TOTAL INTERGOVERNMENTAL		3,691						
+									
34300	STORMWATER FEES	2,225,948	2,277,908	2,355,050	1,354,344	2,321,733	2,400,000	2,498,470	2,573,400
=	XCFS TOTAL CHARGES FOR SERVICES	2,225,948	2,277,908	2,355,050	1,354,344	2,321,733	2,400,000	2,498,470	2,573,400
35500	STORMWATER FINES	100							
35510	STORMWATER LATE PAY PENALTIES	21,179	20,754	29,260	13,518	25,000	30,000	31,040	31,970
=	XFF TOTAL FINES & FEES	21,279	20,754	29,260	13,518	25,000	30,000	31,040	31,970
36100	INTEREST INCOME	20,719	8,930	10,000	7,977	11,000	10,000	10,000	10,000
=	XUMP TOTAL USE OF MONEY & PROPERTY	20,719	8,930	10,000	7,977	11,000	10,000	10,000	10,000
38100	CUSTOMER SERVICE		(4,776)		(252)				
=	XCS TOTAL CUSTOMER SERVICE		(4,776)		(252)				
25100	BEGINNING FUND BALANCE	5,858,322	5,615,101	5,337,047	5,511,065	5,511,065	5,627,678	3,327,181	1,583,796
39210	CONTRIBUTIONS - OTHERS	110,000	6,589						
=	XCC TOTAL CAPITAL CONTRIBUTIONS	5,968,322	5,621,690	5,337,047	5,511,065	5,511,065	5,627,678	3,327,181	1,583,796
=	XREV Total Available Funds	8,242,218	7,956,064	7,745,887	6,935,028	7,926,298	8,110,178	5,888,291	4,221,186



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Personnel							
Salaries & Wages	594,355	634,338	546,413	512,585	560,102	13,689	2.5%
Employee Benefits	308,746	314,451	268,266	275,330	287,192	18,926	7.1%
Total Personnel	903,101	948,789	814,679	787,915	847,294	32,615	4.0%
Operations							
Transportation Services	360	280	550	400	564	14	2.5%
Operating Services	633	1,278	765	1,400	1,893	1,128	147.5%
Notices, Subscriptions, etc.	6,763	5,579	469	565	983	514	109.6%
Utilities	44,832	47,998	39,588	39,320	43,337	3,749	9.5%
Contractual Services	155,882	404,904	5,278	5,000	5,286	8	0.2%
Repair & Maintenance Services	39,114	91,806	51,000	42,651	53,960	2,960	5.8%
Employee programs	4,282	793	4,800	4,720	4,940	140	2.9%
Professional Development/Travel	6,527	7,519	7,050	7,050	13,365	6,315	89.6%
Office Supplies	611	1,082	455	805	860	405	89.0%
Operating Supplies	10,453	10,737	14,500	14,500	15,085	585	4.0%
Fuel & Mileage	53,232	56,766	60,000	60,000	54,000	(6,000)	-10.0%
Machinery & Equipment (<\$182,000)	22,339	42,614	23,480	21,180	35,015	11,535	49.1%
Repair & Maintenance Supplies	85,850	99,361	187,460	182,630	193,320	5,860	3.1%
Operational Units	160,842	165,000	148,607	180,451	186,000	37,393	25.2%
Property & Liability Costs	6,142	16,439	16,733	14,449	19,777	3,044	18.2%
Rentals	128	-	5,000	4,000	5,000	-	0.0%
Permits	4,054	6,474	515	850	1,530	1,015	197.1%
Financial Fees	2,446	10,712	5,150	5,000	5,300	150	2.9%
Other Business Expenses	-	-	-	-	-	-	#DIV/0!
Debt Service and Lease Payments	9,821	-	-	-	-	-	#DIV/0!
Total Operations	614,311	969,342	571,400	584,971	640,215	68,815	12.0%
Capital	1,109,705	526,868	407,627	211,801	-	(407,627)	0.0%
Total Stormwater - Streets	2,627,117	2,444,999	1,793,706	1,584,687	1,487,509	(306,197)	-17.1%

Notes & Objectives

Personnel:

Operations:

Capital:

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
= 81110	REGULAR PAY	582,673	613,450	550,687	324,201	496,210	568,895	580,273	591,878
81120	OVERTIME PAY	11,682	20,888	15,000	10,310	16,375	16,500	17,000	17,500
81199	VACANCY ADJUSTMENT			(19,274)			(25,293)	(26,051)	(26,833)
= XWAGE	TOTAL WAGES	594,355	634,338	546,413	334,511	512,585	560,102	571,222	582,545
= 81410	FICA (EMPLOYER'S SHARE)	42,345	45,006	42,127	23,394	42,127	42,667	43,520	44,391
= 81420	MEDICAL PREMIUMS	188,720	198,763	200,826	75,685	200,826	220,909	242,999	267,299
= 81430	GROUP INSURANCE PREMIUMS	15,336	14,497	14,290	7,053	14,290	14,290	15,719	17,291
= 81440	EMPLOYEE INSURANCE CONTRIBUTIONS	(39,540)	(44,822)	(46,085)	(27,858)	(46,085)	(50,694)	(55,763)	(61,339)
81450	RETIREMENT CONTRIBUTIONS	97,788	94,625	50,673	56,393	56,393	55,740	61,314	67,446
81455	DEFERRED COMP MATCH	2,208	3,763	4,483	447	4,483	2,268	2,336	2,406
81470	WORKERS COMPENSATION PREMIUMS	1,889	2,399	1,952	3,296		2,011	2,071	2,133
81475	WORKERS COMPENSATION CLAIMS		220		3,296				
= XBEN	TOTAL BENEFITS	308,746	314,451	268,266	138,410	275,330	287,191	312,196	339,627
= XPER	TOTAL PERSONNEL	903,101	948,789	814,679	472,921	787,915	847,293	883,418	922,172
	Operations								
+ 82110	MAILING & OUTBOUND SHIPPING SERVICES	120	205	100	108	200	100	100	100
1	Streets			100		200	100	100	100
2	Engineering								
3	Various	120	205						
*	Amount missing from detail				108				
82120	FREIGHT FOR INBOUND PURCHASED ITEMS			100		50	100	100	100
82130	VEHICLE LICENSES & TITLES	40	75	100	18	100	100	100	100
82140	VEHICLE TOW-IN SERVICES	200		250		50	264	270	270
= XTRC	TOTAL TRANSPORTATION CHARGES	360	280	550	126	400	564	570	570
+ 82210	PRINTING & COPYING SERVICES, OUTSOURCED	59	323						
1	Engineering	59	323						
*	Amount missing from detail								
82240	TRANSCRIPTION FEES		601			600	601	601	601
+ 82250	TESTING & PHYSICALS	574	354		225	500	500	500	500
1	Various	574	354			500	500	500	500
2									
*	Amount missing from detail				225				
82260	UNIFORM RENTAL & SERVICES			250		250	264	264	270
82270	LANDFILL & BIOSOLIDS MANAGEMENT SERVICES			515		50	528	540	540
= XOPSV	TOTAL OPERATING SERVICES	633	1,278	765	225	1,400	1,893	1,905	1,911
+ 82310	LEGAL NOTICES	2,053	465			465	500	500	500
1		2,053	465			465	500	500	500
*	Amount missing from detail								
+ 82350	DUES FOR MEMBERSHIPS	1,565	512	212		100	219	225	231
1	Streets			212		100	219	225	231
2									
3									
4									
5									
6	Various	1,565	512						
*	Amount missing from detail								
82355	PROFESSIONAL STANDARDS / ACCREDITATION								
+ 82360	PUBLIC RELATIONS & EDUCATION (CITY SPONSORED)	2,930	250		125				

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
1	Streets								
2									
3									
4									
5	Various	2,930	4,345						
*	Amount missing from detail								
82390	PUBLICATIONS, NON-TRAINING	215	7	257			264	271	278
= XNSP	TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY	6,763	5,579	469	125	565	983	996	1,009
82410	ELECTRIC SERVICE	8,950	10,180	4,120	1,578	4,000	4,240	4,360	4,485
82420	WATER & SEWER SERVICE			103		100	106	109	112
82435	SOLID WASTE SERVICE	28,886	31,671	31,230	15,658	31,000	32,166	33,131	34,124
82450	TELEPHONE SERVICE	31		50		50	50	50	50
82451	800MHZ ACCESS LINE SERVICE	13	15	20	7	20	25	25	25
+ 82455	CELLULAR TELEPHONE SERVICE	6,381	5,480	3,500	1,054	3,500	6,100	6,150	6,200
1	Streets			3,500		3,500	5,100	5,150	5,200
2	Engineering - Gauging Stations						1,000	1,000	1,000
3									
4	Various	6,381	5,480						
*	Amount missing from detail				1,054				
82470	INTERNET & RELATED SERVICES	571	652	565	395	650	650	655	660
= XUTIL	TOTAL UTILITIES	44,832	47,998	39,588	18,692	39,320	43,337	44,480	45,656
82520	LEGAL SERVICES			278			286	294	302
+ 82560	CONSULTANT SERVICES	155,882	404,257	5,000	4,403	5,000	5,000	5,000	5,000
1	Streets			5,000		5,000	5,000	5,000	5,000
10									
11									
2									
3									
4									
5	Various	155,882	404,257						
6									
7									
8									
9									
*	Amount missing from detail				4,403				
82599	OTHER CONTRACTUAL SERVICES		647						
= XCTS	TOTAL CONTRACTUAL SERVICES	155,882	404,904	5,278	4,403	5,000	5,286	5,294	5,302
82610	VEHICLE REPAIR & MAINTENANCE SERVICES	7,265	8,161	12,000	31,410	5,000	12,360	12,720	13,080
1	Streets	7,265	8,161	12,000		5,000	12,360	12,720	13,080
*	Amount missing from detail				31,410				
+ 82620	EQUIPMENT REPAIR & MAINTENANCE SERVICES	7,926	3,170	7,200		5,000	7,400	7,620	7,840
1	Streets			7,200		5,000	7,400	7,620	7,840
2									
3	Various	7,926	3,170						
*	Amount missing from detail								
82640	PAVING & REPAIR SERVICES		3,123	10,600		10,600	10,900	11,200	11,500
82645	STORMWATER MAINTENANCE SERVICES	14,569	21,199						
82646	CONCRETE CURB REPAIR	1,325	8,890	10,600	2,244	10,600	10,900	11,200	11,500
82647	SIDEWALK REPAIR	8,029		10,600		10,600	10,900	11,200	11,500
82699	OTHER REPAIR & MAINTENANCE SERVICES		47,263		851	851	1,500	1,550	1,600
= XRMSV	TOTAL REPAIR & MAINTENANCE SERVICES	39,114	91,806	51,000	34,505	42,651	53,960	55,490	57,020
82710	EMPLOYEE RECOGNITION/RECEPTIONS		93	2,120		2,120	2,180	2,240	2,300
1	Streets	1,098		2,120		2,120	2,180	2,240	2,300

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
2									
3	Various	1,098	93						
*	Amount missing from detail								
82780	TRAINING, OUTSIDE								
1	Streets (hazardous materials training certification	2,824	700	1,080		1,000	1,110	1,140	1,170
*	Amount missing from detail								
82790	TRAINING, IN-HOUSE								
1	Streets traffic control / work zone safety training	360		1,600		1,600	1,650	1,700	1,750
*	Amount missing from detail								
=	XEPG TOTAL EMPLOYEE PROGRAMS	4,282	793	4,800		4,720	4,940	5,080	5,220
82810	REGISTRATIONS								
1	Stormcon	3,135	2,915	1,800	1,325	1,800	2,700	2,795	2,890
10	A.P.W.A.			1,800		1,800	1,500	1,545	1,590
11							1,200	1,250	1,300
2									
3		3,135	2,915						
6									
7									
8									
9									
*	Amount missing from detail				1,325				
82820	GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)	461	718	550		550	1,065	1,105	1,145
1	Stormcon			550		550	565	580	595
2	A.P.W.A.						500	525	550
3									
4									
5	Various	461	718						
*	Amount missing from detail								
82830	AIR TRAVEL	454	553	1,400		1,400	2,670	2,790	2,910
1	Stormcon			1,400		1,400	1,470	1,540	1,610
2	A.P.W.A.						1,200	1,250	1,300
3									
4	Various	454	553						
5									
6									
*	Amount missing from detail								
82840	LODGING	1,910	2,706	2,200	1,027	2,200	4,800	5,700	6,600
1	Stormcon			2,200		2,200	2,800	3,400	4,000
2	A.P.W.A.						2,000	2,300	2,600
3									
4									
5	Various	1,910	2,706						
*	Amount missing from detail				1,027				
82850	MEALS (OUTSIDE WILLIAMSON COUNTY)	567	614	1,100	241	1,100	2,130	2,210	2,290
1	Stormcon			1,100		1,100	1,130	1,160	1,190
2	A.P.W.A.						1,000	1,050	1,100
4									
5									
6	Various	567	614						
*	Amount missing from detail				241				
82890	OTHER TRAVEL EXPENSES		13		26				
=	XPDT TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL	6,527	7,519	7,050	2,619	7,050	13,365	14,600	15,835
83110	OFFICE SUPPLIES								
1	Streets	492	757	155	150	155	160	165	170
2				155		155	160	165	170

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
3	Various	492	757		150				
*	Amount missing from detail								
+ 83140	MEALS & FOOD (INSIDE WILLIAMSON COUNTY)	119	325	300	230	650	700	730	760
1	Streets			300		650	700	730	760
2									
3	Line Item 3	119	325						
*	Amount missing from detail				230				
= XOPS	TOTAL OFFICE SUPPLIES	611	1,082	455	380	805	860	895	930
83210	TRAINING SUPPLIES						150	155	210
+ 83250	SAFETY SUPPLIES	5,017	6,080	5,000	2,062	5,000	5,150	5,350	5,450
! 1	Streets			5,000		5,000	5,150	5,350	5,450
2									
3									
4									
5									
6	Various	5,017	6,080						
7									
8									
*	Amount missing from detail				2,062				
+ 83260	UNIFORMS PURCHASED	3,645	3,801	6,000	3,165	6,000	6,180	6,360	6,540
1	Streets			6,000		6,000	6,180	6,360	6,540
2									
3	Various	3,645	3,801						
*	Amount missing from detail				3,165				
83270	CONSUMABLE TOOLS	180	311	2,000		2,000	2,060	2,090	2,150
+ 83299	OTHER OPERATING SUPPLIES	1,611	545	1,500	4,483	1,500	1,545	1,590	1,640
1	Streets			1,500		1,500	1,545	1,590	1,640
10									
11									
12									
13									
14	Various	1,611	545						
16									
6									
7									
8									
9									
*	Amount missing from detail				4,483				
= XOPS	TOTAL OPERATING SUPPLIES	10,453	10,737	14,500	9,710	14,500	15,085	15,545	15,990
83310	GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)								
83320	MILEAGE (INSIDE WILLIAMSON COUNTY)	53,232	56,740	60,000	18,295	60,000	54,000	56,700	59,535
= XFUEL	TOTAL FUEL & MILEAGE	53,232	56,766	60,000	18,295	60,000	54,000	56,700	59,535
+ 83510	FURNITURE, FIXTURES (<\$25,000)			500		500	515	530	545
1	Streets			500		500	515	530	545
2									
*	Amount missing from detail								
83520	VEHICLES (<\$25,000)		23,780						
1	Streets								
2									
3	Line Item 3		23,780						
*	Amount missing from detail								
+ 83530	MACHINERY & EQUIPMENT (<\$25,000)								
1	Inspectors Lazer Level	21,603	16,077	21,480	14,404	19,180	31,500	25,100	10,700
10	Pull behind trailer						5,000	2,500	

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
11	Pull behind water pump							12,000	
12									
13									
14									
15									
16									
17	Line Item 17	21,603	16,077						
18									
19									
2	Streets- pallet shelves			2,800		2,800			
20									
21									
22	Inspectors consumable tools			2,000		2,000	2,000	2,000	2,000
3	Streets - Chain Saw			1,000		1,000	1,000	1,000	1,000
4	ATV			9,500		7,200			
5	Streets - Tracked Skid Steer loader Attachment			6,180		6,180	7,500	7,600	7,700
6	Hydroseeder						16,000		
7									
8									
9									
*	Amount missing from detail				14,404				
+	COMPUTER HARDWARE (<\$25,000)	393	2,657	1,500	5,486	1,500	3,000	1,000	1,050
!	Tablets / Laptops			1,500		1,500	3,000	1,000	1,050
2									
3	Various	393	2,657						
4									
*	Amount missing from detail				5,486				
+	COMPUTER SOFTWARE (<\$25,000)	343	100						
1		343	100						
*	Amount missing from detail								
=	TOTAL MACHINERY & EQUIPMENT (<\$25,000)	22,339	42,614	23,480	19,890	21,180	35,015	26,630	12,295
83610	VEHICLE PARTS & SUPPLIES	30,123	17,881	16,480	168	16,480	17,000	17,510	18,020
83620	EQUIPMENT PARTS & SUPPLIES	8,918	8,845	5,150	2,385	5,150	6,500	6,600	6,700
83643	SIGN SUPPLIES		1,020						
83645	STORMWATER MAINTENANCE SUPPLIES	14	1,780						
83662	LANDSCAPING SUPPLIES			2,060		1,000	1,050	1,100	1,150
83660	BUILDING MAINTENANCE SUPPLIES	1,740	647						
+	OTHER REPAIR & MAINTENANCE PARTS & SUPPLIES	45,055	69,188	163,770	23,896	160,000	168,770	173,833	179,000
!	Streets - Misc Drainage Projects Throughout City			163,770		160,000	168,770	173,833	179,000
2									
3									
4									
5		45,055	69,188						
6									
7									
8									
*	Amount missing from detail				23,896				
=	TOTAL REPAIR & MAINTENANCE SUPPLIES	85,850	99,361	187,460	26,449	182,630	193,320	199,043	204,870
84710	ADMIN SERVICES PROVIDED BY GENERAL FUND								
=	TOTAL OPERATIONAL UNITS	160,842	165,000	148,607	180,451	180,451	186,000	193,000	200,000
		160,842	165,000	148,607	180,451	180,451	186,000	193,000	200,000
85110	PROPERTY INSURANCE								
85111	FRAUD INSURANCE	42							
85112	INLAND MARINE INSURANCE	606	1,540	1,617	1,332	1,332	1,698	1,782	1,871
85113	AUTO PHYSICAL DAMAGE	236	1,072	1,125	1,182	1,182	1,240	1,302	1,365

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
85115	LIABILITY INSURANCE	1,148	7,138	7,494	5,585	5,585	7,868	8,261	8,674
85116	E&O LIABILITY INSURANCE	892	2,996	3,145	1,780	1,780	3,302	3,467	3,640
85117	VEHICLE LIABILITY INSURANCE	1,433	3,130	3,286	3,731	3,731	4,000	4,250	4,500
85118	LAW ENFORCEMENT LIABILITY INSURANCE				98	98	100	102	104
85119	UMBRELLA LIABILITY	428							
85140	SURETY/NOTARY BONDS		63	66		66	69	72	75
85170	EASEMENTS ACQUIRED		500		675	675	1,500	1,575	1,650
=	XPLC TOTAL PROPERTY & LIABILITY COSTS	6,142	16,439	16,733	14,383	14,449	19,777	20,811	21,879
85240	EQUIPMENT RENTAL & LEASES	128		5,000	1,431	4,000	5,000	5,300	5,300
=	XRENT TOTAL RENTALS	128		5,000	1,431	4,000	5,000	5,300	5,300
!	PERMITS					250	500	540	540
+ 85320	STATE FEES	3,942	6,457	515		500	530	545	560
1	Streets			515		500	530	545	560
2									
3	Various	3,942	6,457						
4									
*	Amount missing from detail								
85340	RECORDING & FILING FEES	112	17		22	100	500	500	500
= XPERM	TOTAL PERMITS	4,054	6,474	515	22	850	1,530	1,585	1,600
85570	BAD DEBT EXPENSE (NET OF RECOVERIES)	2,446	10,712	5,150	1,501	5,000	5,300	5,450	5,600
= XFLF	TOTAL FINANCIAL FEES	2,446	10,712	5,150	1,501	5,000	5,300	5,450	5,600
+	LEASE/LOAN PRINCIPAL	9,664							
1	PNC - Infor UB Software	9,664							
*	Amount missing from detail								
+	LEASE/LOAN INTEREST	157							
1	PNC - Infor UB Software	157							
*	Amount missing from detail								
= XDSV	TOTAL DEBT SERVICE	9,821							
=	XOP TOTAL OPERATIONS	614,311	969,342	571,400	333,207	584,971	640,215	653,374	660,522
	Capital								
+	DRAINAGE	972,859	410,259		23,286				
1	Various	972,859	410,259						
10									
11									
12									
2									
3									
4									
7									
8									
9	Streets - Fieldstone Farms Sump Pumps								
*	Amount missing from detail				23,286				
= XINFR	TOTAL INFRASTRUCTURE	972,859	410,259		23,286				
+=	VEHICLES (>\$25,000)		26,274	154,627	318,046	159,000		30,000	
!	1 1/2 Ton with Utility Boxes (Streets)			48,000		52,000			
2	3/4 ton Pick-up (Streets)							30,000	
!	3 Single Axle Dump (Streets)			90,000		107,000			

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
4	Line Item 4		26,274	16,627					
*	Amount missing from detail				318,046				
+	89530 MACHINERY & EQUIPMENT (>\$25,000)	136,846	90,335	253,000	52,801	52,801		180,000	210,000
1	Street Sweeper							180,000	
!	Storm Sewer Vacuum								210,000
!	Tracked Mini Excavator			53,000		52,801			
4	Self Contained Curb & Storm Drain Vacuum			200,000					
5	Line Item 5	136,846	90,335						
*	Amount missing from detail				52,801				
=	XMEO TOTAL MACHINERY & EQUIPMENT (>\$25,000)	136,846	116,609	407,627	370,847	211,801		210,000	210,000
=	XCAP TOTAL CAPITAL	1,109,705	526,868	407,627	394,133	211,801		210,000	
=	XTOT TOTAL EXPENDITURES	2,627,117	2,444,999	1,793,706	1,200,261	1,584,687	1,487,508	1,746,792	1,792,694



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference \$	%
Personnel							
Salaries & Wages	25,152	25,152	146,630	156,023	203,719	57,089	38.9%
Employee Benefits	19,474	19,474	44,615	48,672	62,940	18,325	41.1%
Total Personnel	44,626	44,626	191,245	204,695	266,659	75,414	39.4%
Operations							
Transportation Services	-	-	200	560	600	400	200.0%
Operating Services	-	-	1,201	1,336	1,550	349	29.1%
Notices, Subscriptions, etc.	-	-	13,030	13,030	13,030	-	0.0%
Utilities	-	-	2,440	2,200	3,880	1,440	59.0%
Contractual Services	-	-	127,000	37,000	125,000	(2,000)	-1.6%
Repair & Maintenance Services	-	-	600	600	600	-	0.0%
Employee programs	-	-	200	200	250	50	25.0%
Professional Development/Travel	-	-	11,538	8,720	12,445	907	7.9%
Office Supplies	-	-	950	950	1,060	110	11.6%
Operating Supplies	-	-	875	1,312	1,335	460	52.6%
Fuel & Mileage	-	-	6,000	6,000	5,400	(600)	-10.0%
Machinery & Equipment (<\$121,000)	-	-	4,000	4,720	13,870	9,870	246.8%
Repair & Maintenance Supplies	-	-	3,150	3,150	3,350	200	6.3%
Operational Units	-	-	31,844	-	-	(31,844)	-100.0%
Permits	-	-	3,460	3,460	3,460	-	0.0%
Total Operations	-	-	206,488	83,238	185,830	(20,658)	-10.0%
Capital	-	-	2,611,000	126,000	2,846,000	235,000	0.0%
Total Stormwater-Engineering	44,626	44,626	3,008,733	413,933	3,298,489	289,756	9.6%

Notes & Objectives

Personnel:

Operations:

Capital:

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
= 81110	REGULAR PAY		25,152	150,912	103,265	154,681	210,071	214,272	218,558
81120	OVERTIME PAY			1,000	830	1,342	1,000	1,000	1,000
	VACANCY ADJUSTMENT			(5,282)			(7,352)	(7,500)	(7,650)
= XWAGE	TOTAL WAGES	25,152	25,152	146,630	104,095	156,023	203,719	207,772	211,908
= 81410	FICA (EMPLOYER'S SHARE)	1,924	1,924	11,545	7,721	11,545	16,070	16,392	16,720
= 81420	MEDICAL PREMIUMS	19,269	19,269	19,269	10,813	19,269	30,043	33,047	36,352
= 81430	GROUP INSURANCE PREMIUMS	1,171	1,171	1,844	603	1,844	1,844	2,028	2,231
= 81440	EMPLOYEE INSURANCE CONTRIBUTIONS	(2,890)	(2,890)	(2,890)	(3,403)	(2,890)	(6,017)	(6,619)	(7,281)
	RETIREMENT CONTRIBUTIONS			13,886		13,886	15,000	16,500	18,000
81450	DEFERRED COMP MATCH			961	5,477	5,018	6,000	6,500	7,000
= XBEN	TOTAL BENEFITS	19,473	19,473	44,615	21,211	48,672	62,941	67,848	73,022
= XPER	TOTAL PERSONNEL	44,625	44,625	191,245	125,306	204,695	266,660	275,620	284,930
	Operations								
82110	MAILING & OUTBOUND SHIPPING SERVICES			200	300	560	600	650	700
= XTRC	TOTAL TRANSPORTATION CHARGES			200	300	560	600	650	700
82210	PRINTING & COPYING SERVICES, OUTSOURCED			100	236	236	400	410	420
82240	TRANSCRIPTION FEES			601		600	600	700	800
82250	TESTING & PHYSICALS			500		500	550	600	650
= XOPSV	TOTAL OPERATING SERVICES			1,201	236	1,336	1,550	1,710	1,870
82310	LEGAL NOTICES			2,000	256	2,000	2,000	2,100	2,200
+ 82350	DUES FOR MEMBERSHIPS			1,030	300	1,030	1,030	1,030	1,030
1	Crystal CMS4S Certification Renewal			540					
2	Southeastern Stormwater Association			190					
3	American Water Resource Association			300					
4	Various					1,030	1,030	1,030	
*	Amount missing from detail				300				
+ 82360	PUBLIC RELATIONS & EDUCATION (CITY SPONSORED)			10,000	1,820	10,000	10,000	10,000	10,000
1	Public Service Announcements (Radio and TV) - MS4 Permit Requirement			2,500					
2	Public Involvement and Outreach - MS4 Permit Requirement			2,500					
3	Public Education Materials - MS4 Permit Requirement			5,000					
! 4	Line Item 4					10,000	10,000	10,000	10,000
*	Amount missing from detail				1,820				
= XNSP	TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY			13,030	2,376	13,030	13,030	13,130	13,230
+ 82455	CELLULAR TELEPHONE SERVICE			2,440	309	2,200	3,880	4,000	4,000
1	Gauging Stations			1,000					
2	Cell Phones			1,440					
! 3	Various					2,200	3,880	4,000	4,000
*	Amount missing from detail				309				
= XUTIL	TOTAL UTILITIES			2,440	309	2,200	3,880	4,000	4,000
! 82540	ENGINEERING SERVICES				5,918		100,000	100,000	100,000
+ 82560	CONSULTANT SERVICES			127,000	41,653	37,000	25,000	25,000	25,000
1	TMDL Sampling - Macroinvertebrate Analysis			10,000		10,000			
2	TMDL Sampling - E. Coli Analysis			2,000		2,000			
3	USGS Stream Gauging Stations			15,000		15,000			

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
4	Stormwater Management Master Plan Modeling (Moved to 82540)			100,000					
5	Various					10,000	25,000	25,000	25,000
6	Line Item 6								
7	Line Item 7								
8	Line Item 8								
*	Amount missing from detail				41,653				
=	TOTAL CONTRACTUAL SERVICES			127,000	47,571	37,000	125,000	125,000	125,000
82610	VEHICLE REPAIR & MAINTENANCE SERVICES				8				
82620	EQUIPMENT REPAIR & MAINTENANCE SERVICES			600	165	600	600	600	600
1	Nova Copy			600		600	600	600	600
*	Amount missing from detail				165				
82645	STORMWATER MAINTENANCE SERVICES				1,754				
=	TOTAL REPAIR & MAINTENANCE SERVICES			600	1,927	600	600	600	600
82750	EMPLOYEE RECOGNITION/RECEPTIONS			200		200	250	260	270
=	TOTAL EMPLOYEE PROGRAMS			200		200	250	260	270
82810	REGISTRATIONS								
1	StormCon Annual Meeting (2@ \$540)			4,355	450	3,015	3,625	3,675	3,725
2	AWRA (3@ \$125)			1,080					
3	TNEPSC 2 (1@ 400)			375					
4	Various			400					
5	TNSA Annual Conf (3@ \$100)			2,000		3,015	3,625	3,675	3,725
6	TNEPSC 1 (1@ \$200)			300					
*	Amount missing from detail			200					
82820	GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)				450				
1	Stormwater Coordinator			1,805	365	1,805	1,740	1,800	1,850
2	Water Quality Specialist II			785					
3	Water Quality Specialist I			785					
4	Various			235					
*	Amount missing from detail				365	1,805	1,740	1,800	1,850
82830	AIR TRAVEL			1,400	744	1,400	2,100	2,200	2,300
1	Stormwater Coordinator			700					
2	Water Quality Specialist II			700					
3	Various					1,400	2,100	2,200	2,300
*	Amount missing from detail				744				
82840	LODGING			2,757	594	1,500	2,900	2,950	3,000
1	Stormwater Coordinator			1,171					
2	Water Quality Specialist II			1,171					
3	Water Quality Specialist I			415					
4	Various					1,500	2,900	2,950	3,000
*	Amount missing from detail				594				
82850	MEALS (OUTSIDE WILLIAMSON COUNTY)			1,221	150	1,000	2,080	2,090	2,100
1	Stormwater Coordinator			528					
2	Water Quality Specialist II			528					
3	Water Quality Specialist I			165		1,000	2,080	2,090	2,100
4	Various								
*	Amount missing from detail				150				
=	TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL			11,538	2,303	8,720	12,445	12,715	12,975
83110	OFFICE SUPPLIES			450		450	460	470	480
83140	MEALS & FOOD (INSIDE WILLIAMSON COUNTY)			500	195	500	600	700	800
=	TOTAL OFFICE SUPPLIES			950	195	950	1,060	1,170	1,280

Account	Label		Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
+ 83250	SAFETY SUPPLIES				725	435	725	735	745	765
1	Waders				200					
2	Winter Water Proof Coats				200					
3	Boots				85					
4	Wader Boots				100					
5	Rain Pants				140					
6	Various						725	735	745	765
*	Amount missing from detail					435				
83260	UNIFORMS PURCHASED				150	587	587	600	700	800
= XOPS	TOTAL OPERATING SUPPLIES				875	1,022	1,312	1,335	1,445	1,565
83310	GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)				6,000	118	6,000	5,400	5,670	5,954
= XFUEL	TOTAL FUEL & MILEAGE				6,000	118	6,000	5,400	5,670	5,954
+ 83530	MACHINERY & EQUIPMENT (<\$25,000)				2,450	753	2,450	11,870	2,870	2,870
1	Illicit Discharge Detection (Detergent Kit Refills)				200					
2	Illicit Discharge Detection (Ammonia)				150					
3	Illicit Discharge Detection (Chlorine Kit Refills)				150					
4	TMDL Sampling Equip (Nalgene Bottles)				500					
5	Various				1,000		2,450	11,870	2,870	2,870
6	Hardware Tools for Transects (Hammer, Stakes, Tape)				300					
7	Illicit Discharge Detection (Phosphate K'it Refills)				150					
*	Amount missing from detail					753				
+ 83540	COMPUTER HARDWARE (<\$25,000)				1,550		1,550	2,000	6,000	2,000
! 1	Computers				1,550		1,550	2,000	6,000	2,000
*	Amount missing from detail									
! 83550	COMPUTER SOFTWARE (<\$25,000)					362	720			
= XMEU	TOTAL MACHINERY & EQUIPMENT (<\$25,000)				4,000	1,115	4,720	13,870	8,870	4,870
+ 83699	OTHER REPAIR & MAINTENANCE PARTS & SUPPLIES				3,150	227	3,150	3,350	3,400	3,450
1	TMDL Sampling Equip Maint (Calibration Solution)				500					
2	DO Sensor Replacement Cap				200					
3	Turbidity Calibration Solution				250					
4	pH Sensor Maintenance Solution				200					
5	Other Repairs				2,000					
6	Various						3,150	3,350	3,400	3,450
*	Amount missing from detail					227				
= XRMS	TOTAL REPAIR & MAINTENANCE SUPPLIES				3,150	227	3,150	3,350	3,400	3,450
84710	ADMIN SERVICES PROVIDED BY GENERAL FUND				31,844					
= XOPU	TOTAL OPERATIONAL UNITS				31,844					
+ 85320	STATE FEES				3,460		3,460	3,460	3,460	3,460
1	TDEC Small MSR Permit TNSO75311				3,460		3,460	3,460	3,460	3,460
*	Amount missing from detail									
= XPERM	TOTAL PERMITS				3,460		3,460	3,460	3,460	3,460
= XOB	TOTAL OPERATIONS				206,488	57,699	83,238	185,830	182,080	179,224

Account	Label		Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Capital									
1+	89410 DRAINAGE				2,611,000	24,022	126,000	2,846,000	2,100,000	1,736,000
1	100 Block Battle Avenue Drainage Improvements				600,000		20,000			
2	Figures Drive Area Drainage Improvements				1,100,000		30,000			
3	Jordan Branch & Cheswick Farm Stream Restoration				800,000		40,000			
4	Stream & Rainfall Gauging Stations				36,000		36,000			
5	Capital Project Stormwater Infrastructure				75,000					
!	6 Various							2,846,000	2,100,000	1,736,000
*	Amount missing from detail					24,022				
=	XINFR TOTAL INFRASTRUCTURE				2,611,000	24,022	126,000	2,846,000	2,100,000	1,736,000
=	XCAP TOTAL CAPITAL				2,611,000	24,022	126,000	2,846,000	2,100,000	1,736,000
=	XTOT TOTAL EXPENDITURES		44,625	44,625	3,008,733	207,027	413,933	3,298,490	2,557,700	2,200,154



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Program Enhancement Summary

Priority	Request	Compensation	Benefits	Expenses	Total	Funded
Stormwater - Streets						
1	Street Crew Reclassification	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ -
2	Self Contained Leaf Vacuum	\$ -	\$ -	\$ 175,510	\$ 175,510	\$ -
3	Utility Truck	\$ -	\$ -	\$ 59,350	\$ 59,350	\$ -
4	Street Sweeper	\$ -	\$ -	\$ 207,732	\$ 207,732	\$ -
Total		\$ 3,000	\$ -	\$ 442,592	\$ 445,592	\$ -
Stormwater - Engineering						
1	New Truck	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -
2	Water Quality Specialist I	\$ 47,000	\$ 14,100	\$ 32,377	\$ 93,477	\$ -
3	Harpeth River Restoration Project WWTP	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ -
4	Water Quality Specialist I	\$ 47,000	\$ 14,100	\$ 32,377	\$ 93,477	\$ -
5	Adams Street Drainage Project	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ -
Total		\$ 94,000	\$ 28,200	\$ 294,754	\$ 416,954	\$ -
		Compensation	Benefits	Expenses	Total	
Total G/F Requests		\$ 97,000	\$ 28,200	\$ 737,346	\$ 862,546	\$ -

(+2 FTE)

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 1 of 4

Department: 43120 STORMWATER-STREETS
 Division: Maintenance
 Title: Street Crew Supervisor

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
81110 REGULAR PAY		\$3,000	\$3,000
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$3,000	\$3,000

PURPOSE / DESCRIPTION OF REQUEST

We would like to request a consideration of reclassification of a current Supervisory position within the Street Maintenance Division.

SERVICE IMPLICATION

Currently we have Supervisors in pay grade "E" supervising employees within the same pay grade. If a reclassification is not considered we would continue to experience pay compression.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **2** of **4**

Department: **43120 STORMWATER-STREETS**
 Division: **Stormwater**
 Title: **Self Contained Leaf Vacuum**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
82130 VEHICLE LICENSES & TITLES	\$25		\$25
82610 VEHICLE REPAIR & MAINTENANCE SERVICES		\$810	\$810
83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)		\$4,400	\$4,400
85117 VEHICLE LIABILITY INSURANCE		\$275	\$275
89530 MACHINERY & EQUIPMENT (>\$25,000)	\$170,000		\$170,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$170,025	\$5,485	\$175,510

PURPOSE / DESCRIPTION OF REQUEST

We are requesting this unit to assist in the bulk leaf pick-up and street cleaning operations. We have found this type unit to be very helpful in cleanup activities following a storm event. It can be used by a single operator to clean debris from along curb lines and atop drainage structures. Currently heavy debris is left behind traditional sweeping operations and must be manually removed/collected. This unit saves time and fuel over conventional bulk leaf removal by tying up 1 employee and 1 piece of equipment instead of 3 employees, 1 truck and 1 pull behind leaf vacuum. It also takes most work place injuries off the table during operation. In a comparison of overtime records from FY 2014 October - December & FY 2015 October - December the Street department realized a savings of \$13,988.00. We also collected an additional 1100 cubic yards of bulk leaves.

SERVICE IMPLICATION

Purchasing this unit saves resources and time. As the City grows in population so shall the maintenance departments. We prefer to grow by purchasing the right equipment instead of growing in number of employees necessary, to ensure the same level of quality service is achieved.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **3** of **4**

Department: **43120 STORMWATER-STREETS**
 Division: **Stormwater**
 Title: **Utility Truck**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
82130 VEHICLE LICENSES & TITLES	\$25		\$25
82610 VEHICLE REPAIR & MAINTENANCE SERVICES		\$650	\$650
83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)		\$4,400	\$4,400
85117 VEHICLE LIABILITY INSURANCE		\$275	\$275
89520 VEHICLES (>\$25,000)	\$54,000		\$54,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$54,025	\$5,325	\$59,350

PURPOSE / DESCRIPTION OF REQUEST

Replacement unit for #204, 1996 model with over 165,000 miles. We are requesting this unit to transport trailered medium duty equipment to and from the job site. This vehicle would be equipped to properly store tools and signage for daily use.

SERVICE IMPLICATION

This unit would assist in ensuring safe and efficient transport of materials, tools and equipment to and from scheduled projects throughout the City.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 4 of 4

Department: 43120 STORMWATER-STREETS
 Division: Stormwater
 Title: Street Sweeper

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
82130 VEHICLE LICENSES & TITLES	\$25		\$25
82610 VEHICLE REPAIR & MAINTENANCE SERVICES		\$1,000	\$1,000
83310 GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)		\$5,000	\$5,000
85117 VEHICLE LIABILITY INSURANCE		\$350	\$350
89530 MACHINERY & EQUIPMENT (>\$25,000)	\$201,357		\$201,357
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$201,382	\$6,350	\$207,732

PURPOSE / DESCRIPTION OF REQUEST

We are requesting a replacement street sweeper for units #215 and #236. Recently unit #215 was sold on Gov deals, Unit #236 is a 13 year old machine with over 115,243 miles. This unit would be utilized daily to ensure Streets remain as clean as possible.

SERVICE IMPLICATION

The sale of the (2) older sweepers would help offset a portion of the cost of a new unit. As new construction throughout the City continues to gain speed so does the need to effectively maintain our infrastructure. We run the risk of falling behind if a unit prematurely breaks down due too longevity.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 1 of 5

Department: 43125 STORMWATER-ENGINEERING
 Division: Engineering Department/Stormwater Division
 Title: New Truck

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
83520 VEHICLES (<\$25,000)	\$25,000		\$25,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$25,000	FALSE	\$25,000

PURPOSE / DESCRIPTION OF REQUEST

During the budget process last year we added an additional stormwater inspector but forgot to add a vehicle. Our stormwater inspectors spend about 50% of their time in the field. Our inspectors need to have their own vehicle to complete their required monthly inspections.

SERVICE IMPLICATION

The shortage of vehicles has created problems within our department and limited our ability to complete our jobs.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 2 of 5

Department: 43125 STORMWATER-ENGINEERING
 Division: Engineering Department / Stormwater Division
 Title: Water Quality Specialist I

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
81000 PERSONNEL		\$47,000	\$47,000
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$14,100	\$14,100
Expenses			
82210 PRINTING & COPYING SERVICES, OUTSOURCED	\$60		\$60
82800 PROFESSIONAL DEVELOPMENT/TRAVEL	\$0	\$3,032	\$3,032
83250 SAFETY SUPPLIES	\$715		\$715
83530 MACHINERY & EQUIPMENT (<\$25,000)	\$400		\$400
83540 COMPUTER HARDWARE (<\$25,000)	\$2,450		\$2,450
83550 COMPUTER SOFTWARE (<\$25,000)	\$120		\$120
89520 VEHICLES (>\$25,000)	\$25,000		\$25,000
83300 FUEL & MILEAGE (INSIDE WILLIAMSON COUNTY)		\$600	\$600
			\$0
			\$0
			\$0
			\$0
TOTAL	\$28,745	\$64,732	\$93,477

PURPOSE / DESCRIPTION OF REQUEST

As part of the City MS4 permit we are required to complete six minimum control measures to include: 1) Public Education and Outreach, 2) Public Involvement and Participation, 3) Illicit Discharge Detection and Elimination, 4) Construction Site Stormwater Runoff Control, 5) Permeant Stormwater Management in Development and Redevelopment and 6) Pollution Prevention for Municipal Operations. In addition we are required to do annual ambient monitoring to include: 1) Macroinvertebrate Sampling, 2) E.Coli Sampling and 3) Visual Stream Assessments.

This position will be responsible for helping the development and establishment of the following within our program: Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Permeant Stormwater Management in Development and Redevelopment, Visual Stream Assessments and help to become a Qualified Local Program.

SERVICE IMPLICATION

Without this employee we will not be in permit compliance with our NPDES permit. In addition we will not achieve our goal to become a Qualified Local Program.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **3** of **5**

Department: **43125 STORMWATER-ENGINEERING**
 Division: **Engineering Department / Stormwater Division**
 Title: **Harpeth River Restoration Project WWTP**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
89531 MACHINERY & EQUIPMENT (>\$25,000) NON-GRANT	\$125,000		\$125,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$125,000	\$0	\$125,000

PURPOSE / DESCRIPTION OF REQUEST

The purpose of the project is to stabilize the bank of the Harpeth River at the WWTP. We currently have a 12" sanitary sewer force main that parallels the Harpeth River. Additional erosion will create major issues with this force main. In addition this project will include sampling locations for staff at the WWTP. The \$125,000 is estimated to cover the initial Engineering and Surveying. The construction is estimated at \$500,000.

SERVICE IMPLICATION

If this CIP project is not funded we could end up with severely eroded banks along the Harpeth River and possible infrastructure problems that could result in a major sanitary sewer overflow.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **4** of **5**

Department: **43125 STORMWATER-ENGINEERING**
 Division: **Engineering Department / Stormwater Division**
 Title: **Water Quality Specialist I**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
81000 PERSONNEL		\$47,000	\$47,000
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$14,100	\$14,100
Expenses			
82210 PRINTING & COPYING SERVICES, OUTSOURCED	\$60		\$60
82800 PROFESSIONAL DEVELOPMENT/TRAVEL	\$0	\$3,032	\$3,032
83250 SAFETY SUPPLIES	\$715		\$715
83530 MACHINERY & EQUIPMENT (<\$25,000)	\$400		\$400
83540 COMPUTER HARDWARE (<\$25,000)	\$2,450		\$2,450
83550 COMPUTER SOFTWARE (<\$25,000)	\$120		\$120
89520 VEHICLES (>\$25,000)	\$25,000		\$25,000
83300 FUEL & MILEAGE (INSIDE WILLIAMSON COUNTY)		\$600	\$600
			\$0
			\$0
			\$0
			\$0
TOTAL	\$28,745	\$64,732	\$93,477

PURPOSE / DESCRIPTION OF REQUEST

As part of the City MS4 permit we are required to complete six minimum control measures to include: 1) Public Education and Outreach, 2) Public Involvement and Participation, 3) Illicit Discharge Detection and Elimination, 4) Construction Site Stormwater Runoff Control, 5) Permeant Stormwater Management in Development and Redevelopment and 6) Pollution Prevention for Municipal Operations. In addition we are required to do annual ambient monitoring to include: 1) Macroinvertebrate Sampling, 2) E.Coli Sampling and 3) Visual Stream Assessments.

This position will be responsible for helping the development and establishment of the following within our program: Public Education and Outreach, Public Involvement and Participation, Illicit Discharge Detection and Elimination, Permeant Stormwater Management in Development and Redevelopment, Visual Stream Assessments and help to become a Qualified Local Program.

SERVICE IMPLICATION

This position is recommended to help Franklin become a "model for environmental quality". Without this position we will be obtaining minimum NPDES permit compliance.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 5 of 5

Department: 43125 STORMWATER-ENGINEERING
 Division: Engineering Department / Stormwater Division
 Title: Adams Street Drainage project

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
89531 MACHINERY & EQUIPMENT (>\$25,000) NON-GRANT	\$80,000		\$80,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$80,000	\$0	\$80,000

PURPOSE / DESCRIPTION OF REQUEST

The purpose of this project is to complete a preliminary engineering report and design to provide drainage infrastructure to the Adams Street area. Staff has received drainage complaints about this area for the last 20 years due to increased runoff and development. The infrastructure in this area of the City is old and is not adequate. This preliminary engineering report and design will help develop future Capital Projects to be implemented in the upcoming years.

SERVICE IMPLICATION

If this CIP project is not funded, then the properties located in this area of the City will continue to have drainage problems.



City of Franklin, Tennessee
FY 2016 Operating Budget Request

Engineering, Traffic Operations Center and Stormwater

Paul Holzen, Director of Engineering

Jonathan Marston, Staff Engineer III

Jeff Willoughby, Stormwater Coordinator

Carl Baughman, Traffic Engineer III

Sarah Roop, Engineering Associate



City of Franklin, Tennessee - FY 2016 Budget Request

Outline

- Purpose of Department**
- Organization Chart**
- Base Budget Request**
 - Personnel**
 - Operations**
 - Capital**
- Program Enhancements**



City of Franklin, Tennessee - FY 2016 Budget Request

Engineering, Traffic Operations Center & Stormwater

Purpose of Department

The **Engineering Department** plans for the future infrastructure needs of the City of Franklin and consists of three divisions. The divisions include Engineering, Traffic Operations and Stormwater.

The **Engineering Division** manages both City-funded and private infrastructure projects. The Engineering Division works with other City Departments, TDOT, various utility providers, elected officials, and the public to ensure that our infrastructure is designed and installed properly and that it meets all Local, State and Federal standards and guidelines.

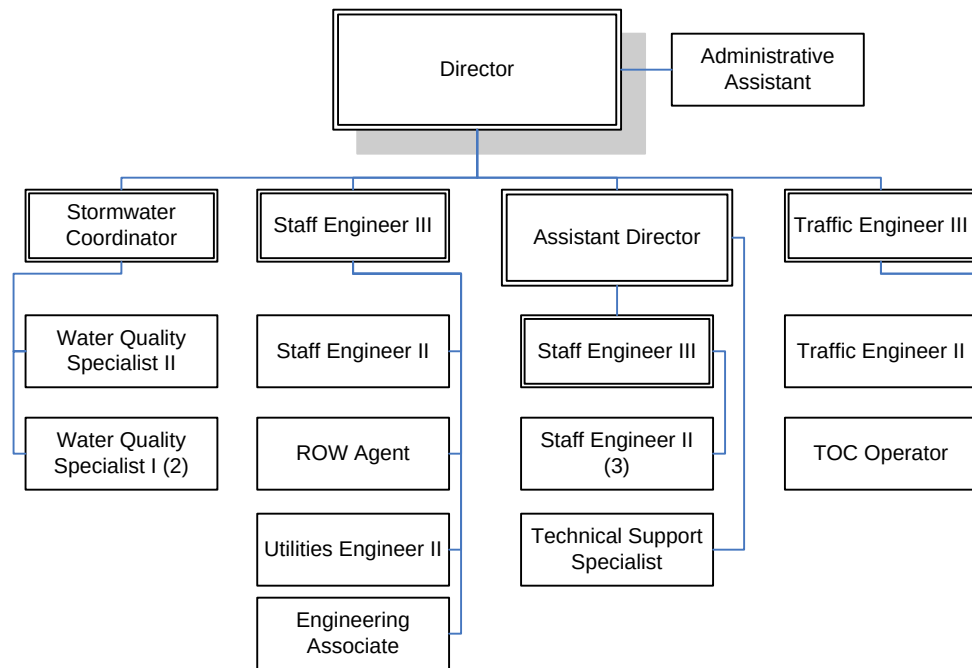
The **Traffic Operations Center (TOC)** Division manages the transportation network within the City of Franklin and is responsible for signal timing. A goal of the Traffic Operations Division is to perform timing optimizations for signal systems. Currently there are five major systems in the City - Cool Springs Area (McEwen, Mallory Lane, Carothers Parkway and Cool Springs Blvd), SR 96 E (Murfreesboro Rd.) / Royal Oaks, Downtown Franklin (5th Ave North, SR96 West and Downtown Signals), Hillsboro Road and Columbia Ave. Traffic counts and turning movement counts are obtained at all signalized intersections within a 3 year window. These counts are then used to perform signal system timing optimizations.

The **Stormwater Division** helps the City maintain compliance with mandates set by the Federal (EPA) and State (TDEC) Governments to minimize stormwater runoff pollution. Under the Clean Water Act of 1972, the Environmental Protection Agency (EPA) requires municipalities like Franklin to manage stormwater. The City has received a Phase II Municipal Separate Storm Sewer System (MS4) Permit from the Tennessee Department of Environment and Conservation (TDEC) to allow Franklin to discharge stormwater into nearby rivers and streams.



City of Franklin, Tennessee - FY 2016 Budget Request Engineering, Traffic Operations Center & Stormwater

Current Organization Chart





City of Franklin, Tennessee - FY 2016 Budget Request **Engineering, Traffic Operations Center & Stormwater**

Base Budget Request: Personnel

In addition to the existing base personnel, wages and benefits we are requesting the following program enhancements:

Engineering Division

Reclassification: (1) Staff Engineer II to (1) Staff Engineer III
New: (1) Senior CIP Inspector

Stormwater Division

Reclassification: (2) Water Quality Specialist I to (2) Water Quality Specialist II
New: (2) Water Quality Specialist I

Traffic Operations Division

No Changes Requested



City of Franklin, Tennessee - FY 2016 Budget Request **Engineering, Traffic Operations Center & Stormwater**

Base Budget Request: Operations

Engineering

2015 Approved Budget \$19,439 (*w/interfund reimb. W/o = \$239,435*)

2016 Proposed Budget \$18,435 (*w/interfund reimb. W/o = \$238,431*)

TOC

2015 Approved Budget \$701,710

2016 Proposed Budget \$629,048

Stormwater - Engineering

2015 Approved Budget \$206,488

2016 Proposed Budget \$185,830



City of Franklin, Tennessee - FY 2016 Budget Request **Engineering, Traffic Operations Center & Stormwater**

Base Budget Request: Capital

Engineering

2015 Approved Budget \$0.00

2016 Proposed Budget \$0.00

TOC

2015 Approved Budget \$1,650,000

2016 Proposed Budget \$2,216,850

\$641,850 - Hillsboro Rd ITS Extension (80/20 Match)

\$250,000 - Traffic Signal Upgrade Program

\$1,325,000 - Adaptive Signal Project (80/20 Match)

Stormwater - Engineering

2015 Approved Budget \$2,611,000

2016 Proposed Budget \$2,846,000

\$1,250,000 - 100 Block Battle Avenue

\$600,000 - Figures Drive Area Drainage Improvements

\$760,000 - Jordan Branch Improvements

\$36,000 - Stream Gauging Stations

\$200,000 - Stream Restoration Projects



City of Franklin, Tennessee - FY 2016 Budget Request **Engineering, Traffic Operations Center & Stormwater**

Program Enhancement Requests

Engineering

- 1-Reclassification of Engineer II to Engineer III - \$8,241
- 2-Office Furniture - \$20,000
- 3-Senior CIP Inspector - \$101,712
- 4-Consultant Services - \$25,000

TOC

- 1-Miovision Camera - \$5,000.00
- 2-Downtown Circulation & Parking Study - \$250,000
- 3-Carothers South & Goose Creek Bypass ITS Ext. - \$150,000

Stormwater

- 1-New Truck for Inspector - \$25,000
- 2-Water Quality Specialist I - \$93,477
- 3-Harpeth River Restoration Project WWTP - \$125,000
- 4-Water Quality Specialist I - \$93,477
- 5-Adams Street Drainage Project - 80,000



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Engineering & Traffic Operations Center

Paul P. Holzen, Director

Budget Summary

Engineering							
	2013 Actual	2014 Actual	2015		2016 Base Budget	2015 v. 2016	
			Budget	Estimated		\$	%
Personnel	716,195	735,319	895,319	718,647	895,808	489	0.1%
Operations	-84,895	-60,392	19,439	-67,207	16,434	-3,005	-15.5%
Capital	0	0	0	0	0	0	0.0%
Total	631,300	674,927	914,758	651,440	912,243	-2,515	-0.3%

Traffic Operations Center (TOC)							
	2013 Actual	2014 Actual	2015		2016 Base Budget	2015 v. 2016	
			Budget	Estimated		\$	%
Personnel	240,680	239,082	277,967	155,575	229,792	-48,175	-17.3%
Operations	218,635	156,962	701,710	393,610	629,048	-72,662	-10.4%
Capital	546,579	28,220	1,650,000	341,569	2,216,850	566,850	34.4%
Total	1,005,894	424,264	2,629,677	890,754	3,075,690	446,013	17.0%

Departmental Summary

This budget contains operations for two separate functions: Engineering & Traffic Operations Center.

ENGINEERING

The Engineering Department plans for the future infrastructure needs of the City of Franklin and consists of three divisions. The divisions include Engineering, Traffic Operations and Stormwater.

The Engineering Division manages both City-funded and private infrastructure projects. The Engineering Division works with other City Departments, TDOT, various utility providers, elected officials, and the public to ensure that our infrastructure is designed and installed properly and that it meets all Local, State and Federal standards and guidelines.

The Traffic Operations Division manages the transportation network within the City of Franklin. They currently oversee our Congestion Management Program, Traffic Count Program, Traffic Calming Program and assist with both public and private infrastructure projects.

The Stormwater Division helps the City maintain compliance with mandates set by the Federal (EPA) and State (TDEC) Governments to minimize stormwater runoff pollution. Under the Clean Water Act of 1972, the Environmental Protection Agency (EPA) requires municipalities like Franklin to manage stormwater. The City has received a Phase II Municipal Separate Storm Sewer System (MS4) Permit from the Tennessee Department of Environment and Conservation (TDEC) to allow Franklin to discharge



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Engineering & Traffic Operations Center

Paul P. Holzen, Director

Department Summary (continued)

TRANSPORTATION OPERATIONS CENTER (TOC)

A goal of the Traffic Operations Division is to perform timing optimizations for signal systems. Currently there are five major systems in the City - Cool Springs Area (McEwen, Mallory Lane, Carothers Parkway and Cool Springs Blvd), SR 96 E (Murfreesboro Rd./Royal Oaks), Downtown (Main St, Fifth Ave, SR96 West), Hillsboro Road and Columbia Ave. Traffic counts and turning movement counts are obtained at all signalized intersections within a 3 year window. These counts are then used to preform signal system timing optimizations.

The Traffic Operations Center (TOC) provides traffic management services to the City of Franklin. The center currently manages 114 traffic signals and 22 Closed Circuit Television (CCTV) cameras. In past years the TOC has worked towards providing better traffic flow throughout the City through the Congestion Management Program. That program requires data collection at each of those intersections every 3 years and optimizing the signal timing in each of the City's main corridors.

The TOC will be addressing new challenges as we move into the future. First will be the Comprehensive Transportation Network Plan which will study the transportation network with attention to the roadway network, bike and pedestrian facilities and transit. This study will replace the traditional Major Thoroughfare Plan Update and will provide a more complete planning document for use by the city in applying for Federal Highway Administration or Federal Transit Administration funding. The second challenge is to deploy an Adaptive Traffic Signal Control System in the Cool Springs Area. This action will provide the benefits of constant signal optimization.

Congestion Management Program:

Traffic Counts or Data Collection have been and continue to be the most basic building blocks of any traffic management system. With the rapid growth and development of the City of Franklin in the recent past, traffic volumes have also grown and developed. This program was designed to perform "turning movement counts" for each peak hour at each of our signalized intersections every three years. Currently there are five major systems in the City:

- 1) Cool Springs Area (McEwen, Mallory Lane, Carothers Parkway and Cool Springs Blvd)
- 2) SR 96 E (Murfreesboro Rd./Royal Oaks)
- 3) Downtown Franklin (Main St, Fifth Ave, SR96 West)
- 4) Hillsboro Road
- 5) Columbia Ave.

The data collected is used to develop traffic signal timing plans that will best move traffic with highest degree of safety and minimal delay. By utilizing traffic modeling software, we develop intersection timing plans that best manage those rush hour flows. A 2005 Institute of Transportation Engineers

Department Summary (continued)



City of Franklin, Tennessee **FY 2016 Operating Budget Request**

Engineering & Traffic Operations Center

Paul P. Holzen, Director

STORMWATER

The City of Franklin is granted authorization to discharge stormwater through its stormwater infrastructure and into receiving water bodies through a NPDES permit issued by the EPA and administered through TDEC. A condition of this permit coverage is that six minimum control measures are met by the end of the permit cycle. The City is required annually to submit an “annual report”, which is essentially a report to document the progress the City is making towards meeting its current permit requirements. Current minimum control measures are:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Stormwater Runoff Control
- 5) Permanent Stormwater Management in Development and Redevelopment
- 6) Pollution Prevention for Municipal Operations

In addition to the above minimum control measures the City is required to do annual ambient monitoring which includes:

- 1) Macroinvertebrate Sampling
- 2) E.Coli Sampling
- 3) Visual Stream Assessments



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the challenges and demands of the future. Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme: Quality Life Experiences



Meeting transportation needs: Franklin will have a diverse transportation network that promotes, provides, and supports safe and efficient mobility choices for all, including driving, public transit, walking, and biking.

To reduce citizen perception of traffic congestion in Franklin

Goal: To reduce percent of citizens reporting improvement in transportation/ reduction of traffic and lane improvements as the most important needs for Franklin.

Baseline: 37% of citizens report improvement in transportation/reduction of traffic and lane improvements as the most important needs for Franklin. (Source: 2012 Community Survey by ASI for Franklin Tomorrow)

Baseline: Complete Housing Analysis and establish goals based on data from the analysis.

Meeting transportation needs: Franklin will have a diverse transportation network that promotes, provides, and supports safe and efficient mobility choices for all, including driving, public transit, walking, and biking.

To be a community that promotes walking, jogging, and cycling.

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

		2012	2013	2014	2015*	2016*
	Total Properties affected by need for Right-Of-Way	0	0	84	0	0
	Number of Offers made for Right-of-Way	0	0	63	0	0
	Number of Offers Accepted	0	0	49	0	0
	Number of Properties Condemned	0	0	13	0	0
	Franklin will be a model for environmental quality and a sustainable City					
	Goal: Meet or exceed the minimum compliance of our NPDES MS4 permit to protect our national resources.					
	Number of public education and outreach events completed.	N/A	2	1	1	1



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

Number of public involvement and participation events completed.	N/A	2	1	1	1
Percentage of Watershed completed for illicit discharge detection and elimination.	N/A	0%	0%	0%	TBD
Percentage of active construction sites inspected monthly.	N/A	100%	100%	100%	100%
Percentage of permanent stormwater management facilities inspected.	N/A	0%	0%	0%	TBD
Annual Ambient monitoring (Achieved or Not Achieved)					
Macroinvertebrate Sampling	N/A	Achieved	Achieved	Achieved	Achieved
E.Coli Sampling	N/A	Achieved	Achieved	Achieved	Achieved
Visual Stream Assessment	N/A	0%	0%	0%	0%
Goal: Implement our Congestion Management Program by coordinate traffic signals to insure optimum travel speed, reduce delay, reduce energy and fuel consumption and minimize stops. The City Currently has five coordinated signal systems that include: Cool Springs Area (McEwen, Mallory Lane, Carothers Parkway and Cool Springs Blvd), SR 96 E (Murfreesboro Rd./Royal Oaks), Downtown Franklin (Main St, Fifth Ave, SR96 West), Hillsboro Road, Columbia Ave. Baseline: Implement new traffic counts and signal timing plans on one coordinate system per year. A 2005 Institute of Transportation Engineers White Paper on Benefits of Retiming Traffic Signals states, "An operating agency with a budget to retime traffic signals every 3 years, especially in developing areas and/or areas with sustained growth, will maintain a high quality of traffic operations."					
Signal Area	Last Signal Timing Update				
Cool Springs Area	2009				
SR 96 E	2015				
Downtown Franklin	2010				
Hillsboro Road	To Be Completed Following Hillsboro Road (Independence				
Columbia Ave	2015				

Efficiency Measures

		2012	2013	2014	2015*	2016*
	% of Offers for Right of Way Accepted	N/A	N/A	77.8%	TBD	TBD
	Target	N/A	N/A	80.0%	TBD	TBD
	Meets Target	N/A	N/A	No	TBD	TBD
	% of Offers Rejected/Properties Condemned	N/A	N/A	20.6%	TBD	TBD
	Target	N/A	N/A	20.0%	TBD	TBD
	Meets Target	N/A	N/A	No	TBD	TBD

Outcome (Effectiveness) Measures

2012 2013 2014 2015 2016



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

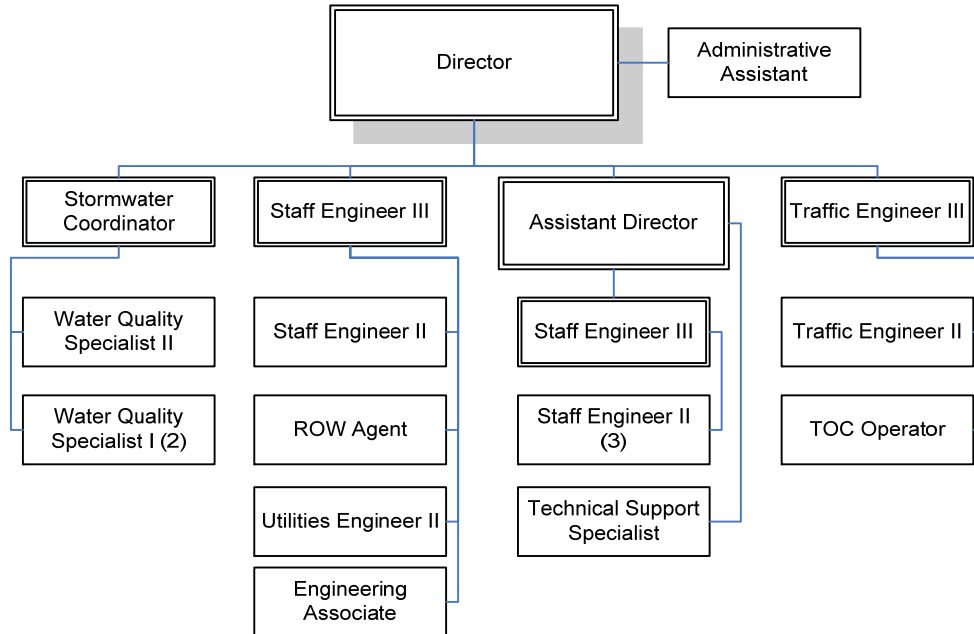
	Reduce percent of citizens reporting improvement in transportation/ reduction of traffic and lane improvements as the most important needs for Franklin. <i>(Baseline: Community Survey by ASI for Franklin Tomorrow)</i>	37%	TBD	TBD	TBD	TBD
	Target	< 37%	TBD	TBD	TBD	TBD
	Meets Target?	TBD	TBD	TBD	TBD	TBD
	To reduce energy costs, road congestion and improve air quality by better use of alternative transportation services					
	Increase inventory of transit hubs, park-and-ride sites, and alternative services in Franklin.					
	Baseline: Inventory of current transit hubs, number of park-and-ride parking slots, and description of alternative transportation services available in Franklin. (TMA)	Baseline to be established				
	Meets Target?	TBD	TBD	TBD	TBD	TBD



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart



Notes:

Note 1: Stormwater Management Coordinator & Water Quality Specialists included in Stormwater

Note 2: Traffic Engineer III, Traffic Engineer II, and TOC Operator included in TOC Budget.

Note 3: Utilities Project Manager funded through Water Management Department.

Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Staffing by Position

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Engineering											
Director of Engineering	Grade L	1	0	1	0	1	0	1	0	1	0
Asst. Dir. Of Engineering	Grade J	0	0	1	0	1	0	1	0	1	0
Engineering Supervisor	---	2	0	2	0	0	0	0	0	0	0
Staff Engineer III	Grade I	0	0	0	0	3	0	3	0	3	0
Staff Engineer II	Grade H	2	0	3	0	3	0	3	0	3	0
Staff Engineer I	Grade G	2	0	0	0	0	0	0	0	0	0
Right of Way Agent	Grade G	1	0	1	0	1	0	1	0	1	0
Senior CIP Inspector	Grade G	0	0	0	0	0	0	0	0	0	0
Technical Support Sepcialist	Grade E	0	0	0	0	1	0	1	0	1	0
Engineering Associate	TBD	0	0	0	0	0	0	1	0	1	0
Admin. Asst	Grade D	2	0	2	0	1	0	1	0	1	0
Total - Engineering		10	0	10	0	11	0	12	0	12	0

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Traffic Operations Center											
Traffic/Transportation Engineer	---	1	0	1	0	0	0	0	0	0	0
ITS Specialist Senior	---	0	0	0	0	1	0	1	0	0	0
Traffic Engineeer III	Grade I	1	0	1	0	1	0	1	0	1	0
Traffic Engineer II	Grade F	1	0	1	0	1	0	1	0	1	0
TOC Operator	Grade E	0	0	1	0	1	0	1	0	1	0
Total - TOC		3	0	4	0	4	0	4	0	3	0



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget - Engineering

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Personnel							
Salaries & Wages	522,611	544,979	689,488	583,785	677,314	(12,174)	-1.8%
Employee Benefits	193,584	190,340	205,831	134,863	218,494	12,663	6.2%
Total Personnel	716,195	735,319	895,319	718,647	895,808	489	0.1%
Operations							
Transportation Services	1,994	747	1,500	610	650	(850)	-56.7%
Operating Services	6,077	7,838	10,530	11,830	14,500	3,970	37.7%
Notices, Subscriptions, etc.	2,316	2,615	3,620	3,620	6,500	2,880	79.6%
Utilities	4,054	3,322	5,310	4,585	6,240	930	17.5%
Contractual Services	22,597	61,971	122,500	65,000	135,000	12,500	10.2%
Repair & Maintenance Services	1,602	2,994	2,400	2,100	2,300	(100)	-4.2%
Employee programs	576	356	3,110	3,110	5,700	2,590	83.3%
Professional Development/Travel	17,159	11,817	18,760	17,700	17,700	(1,060)	-5.7%
Office Supplies	3,906	4,603	5,275	5,675	5,860	585	11.1%
Operating Supplies	1,841	1,442	4,005	4,005	7,500	3,495	87.3%
Fuel & Mileage	1,403	1,195	2,500	2,200	2,250	(250)	-10.0%
Machinery & Equipment (<\$25,000)	18,089	8,609	47,300	17,650	17,300	(30,000)	-63.4%
Repair & Maintenance Supplies	323	-	-	-	-	-	0.0%
Property & Liability Costs	3,230	5,485	3,889	5,626	4,083	194	5.0%
Permits	2,459	1,796	3,310	3,710	6,750	3,440	103.9%
Debt Service and Lease Payments	-	87	5,426	5,367	4,097	(1,329)	-24.5%
Interfund Reimbursement	(172,521)	(175,269)	(219,996)	(219,996)	(219,996)	-	0.0%
Total Operations	(84,895)	(60,392)	19,439	(67,207)	16,434	(3,005)	-15.5%
Capital	-	-	-	-	-	-	0.0%
Total Engineering	631,300	674,927	914,758	651,440	912,243	(2,515)	-0.3%

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
=	81110 REGULAR PAY	522,533	544,777	713,805	336,344	546,559	701,673	743,146	765,440
	81120 OVERTIME PAY	78	202	200		37,226	200	200	200
	81150 TEMPORARY WORK BY NON-CITY EMPLOYEES				23,657				
	81199 VACANCY ADJUSTMENT			(24,517)			(24,559)	(26,010)	(26,790)
=	XWAGE TOTAL WAGES	522,611	544,979	689,488	360,001	583,785	677,314	717,336	738,850
=	81410 FICA (EMPLOYER'S SHARE)	38,413	39,821	53,587	24,452	39,735	53,678	56,851	58,556
=	81420 MEDICAL PREMIUMS	98,779	102,483	120,174	41,098	66,784	132,191	145,411	159,952
=	81430 GROUP INSURANCE PREMIUMS	9,418	9,411	11,066	4,757	7,730	11,066	11,666	12,016
=	81440 EMPLOYEE INSURANCE CONTRIBUTIONS	(20,019)	(22,042)	(24,717)	(14,711)	(23,905)	(27,189)	(29,908)	(32,898)
	81450 RETIREMENT CONTRIBUTIONS	59,524	53,226	38,770	38,770	38,770	42,647	46,912	51,603
	81455 DEFERRED COMP MATCH	2,291	3,050	1,187	1,757	2,855	3,000	3,250	3,500
	81470 WORKERS COMPENSATION PREMIUMS	378	1,115	764			800	811	835
	81475 WORKERS COMPENSATION CLAIMS		322		679	679			
	81482 CAR ALLOWANCE	4,800	2,954	5,000	1,477	2,215	2,300	2,310	2,320
=	XBEN TOTAL BENEFITS	193,584	190,340	205,831	98,279	134,863	218,493	237,303	255,884
=	XPER TOTAL PERSONNEL	716,195	735,319	895,319	458,280	718,648	895,807	954,639	994,734
	Operations								
	82110 MAILING & OUTBOUND SHIPPING SERVICES	1,916	689	1,500	259	610	650	660	670
	82120 FREIGHT FOR INBOUND PURCHASED ITEMS	8	10						
	82130 VEHICLE LICENSES & TITLES	70	48						
=	XTRC TOTAL TRANSPORTATION CHARGES	1,994	747	1,500	259	610	650	660	670
+	82210 PRINTING & COPYING SERVICES, OUTSOURCED	5,622	6,558	10,330	5,750	10,330	11,000	5,000	5,000
	1 Business Cards			180					
	2 Envelopes			150					
!	3 Various								
4	4CCAD - Reprographics - Scan Plans in the Garage/prints	5,622	6,558	10,000		10,330	11,000	5,000	5,000
*	Amount missing from detail				5,750				
	82230 ARCHIVING/RECORDS MANAGEMENT SERVICES	142							
!	82240 TRANSCRIPTION FEES		601				2,500	2,500	2,500
	82250 TESTING & PHYSICALS	313	679	200	872	1,500	1,000	1,100	1,200
=	XOPSV TOTAL OPERATING SERVICES	6,077	7,838	10,530	6,622	11,830	14,500	8,600	8,700
	82310 LEGAL NOTICES	558	1,654	1,500	984	1,500	1,500	1,510	1,520
+	82350 DUES FOR MEMBERSHIPS	1,611	849	1,720	507	1,720	2,500	2,600	2,700
01	Patricia Proctor (\$182 AWWA & \$245 ASCE)			400					
02	Katie Rubush (\$50 LEED AP BD+C)			50					
03	Engineer I								
04	Paul Holzen			40					
05	William Banks- PMP			140					
06	Jonathan Marston - (\$200 APWA)			220					
07	Ben Worley - (\$200APWA, \$250 IRWA, \$400 AIM)			870					
!	Various	1,611	849			1,720	2,500	2,600	2,700

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	E std 2015	Base 2016	Forecast 2017	Forecast 2018
09									
10									
11									
12									
*	Amount missing from detail				507				
!	PUBLICATIONS, NON- TRAINING	147	112	400	40	400	2,500	1,000	1,000
=	XNSP	2,316	2,615	3,620	1,531	3,620	6,500	5,110	5,220
82435	SOLID WASTE SERVICE	161		200					
82450	TELEPHONE SERVICE	819	924	1,200	374	800	900	910	920
82451	800 MHZ ACCESS LINE SERVICE	56	89	90	43	85	90	100	110
+	82455	2,447	1,657	3,000	573	3,000	4,500	4,510	4,520
1	Various	2,447	1,657				4,500	4,510	4,520
2	Director of Engineering (Service)								
3	Paul Holzen (Service)								
4	Dan Allen (Service)								
5	Ben Worley (Service)								
6	Cell phone service for (Paul, Katie, Jonathan, & Ben)								
*	Amount missing from detail			3,000					
					573				
82470	INTERNET & RELATED SERVICES	571	652	820	525	700	750	760	780
=	XUTIL	4,054	3,322	5,310	1,515	4,585	6,240	6,280	6,330
!	82510	300					10,000	10,000	10,000
!	82540		48,086		24,621		75,000	75,000	75,000
!	82560	22,297	13,885	122,500		65,000	50,000	75,000	25,000
01	Various Consultant Services			50,000					
02	Misc. Surveying Services			20,000					
03	GIS AS-Built Integration			50,000					
04	Aerial Innovations (Fly over)			2,500					
05	Various	22,297	13,885			65,000	50,000	75,000	25,000
*	Amount missing from detail								
=	XCTS	22,597	61,971	122,500	24,621	65,000	135,000	160,000	110,000
82610	VEHICLE REPAIR & MAINTENANCE SERVICES	214	870	1,100	629	1,100	1,200	1,300	1,400
+	82620	1,388	828	1,300	705	1,000	1,100	1,200	1,300
1	Various	1,388	828			1,000	1,100	1,200	1,300
2	NovaCopy			1,300					
*	Amount missing from detail				705				
82640	PAVING & REPAIR SERVICES		1,296						
=	XRMSV	1,602	2,994	2,400	1,334	2,100	2,300	2,500	2,700
82750	EMPLOYEE RECOGNITION/RECEPTIONS	227	356	600	75	600	700	800	900
+	82780	349		2,510		2,510	5,000	5,100	5,200
01	PMP Certification (Dan & William)			650					
02	RWA Certification (Ben)			1,660					
03	Appraisal Institute Certification (Ben)								
!	04	349		200		2,510	5,000	5,100	5,200
05	Various								
*	Amount missing from detail								
=	XEBG	576	356	3,110	75	3,110	5,700	5,900	6,100

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	E sid 2015	Base 2016	Forecast 2017	Forecast 2018
+ 82810	REGISTRATIONS	7,208	7,037	6,100	1,775	5,000	5,000	5,100	5,200
1	Various	7,208	7,037			5,000	5,000	5,100	5,200
3	Continuing Education			5,000					
4	INFOR Conference (Amanda)			1,100					
*	Amount missing from detail				1,775				
+ 82820	GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)	963	279	600	2,116	1,500	1,000	1,100	1,200
1	Various	963	279			1,500	1,000	1,100	1,200
3	Continuing Education			600					
*	Amount missing from detail				2,116				
+ 82830	AIR TRAVEL	1,034	345	3,000		3,000	3,400	3,500	3,600
1	Various	1,034	345			3,000	3,400	3,500	3,600
2	Continuing Education			2,750					
3	INFOR Conference (Amanda)			250					
*	Amount missing from detail								
+ 82840	LODGING	6,650	3,188	5,800	2,246	5,000	6,700	6,800	6,900
1	Various	6,650	3,188			5,000	6,700	6,800	6,900
2	Continuing Education			5,000					
3	INFOR Conference (Amanda)			800					
*	Amount missing from detail				2,246				
+ 82850	MEALS (OUTSIDE WILLIAMSON COUNTY)	1,304	955	3,060	437	3,000	3,300	3,400	3,500
1	Various	1,304	955			3,000	3,300	3,400	3,500
2	Continuing Education			3,000					
3	INFOR Conference (Amanda)			60					
*	Amount missing from detail				437				
+ 82890	OTHER TRAVEL EXPENSES		13	200		200	300	310	320
1	Various		13			200	300	310	320
2	Local PDH Meetings			200					
*	Amount missing from detail								
= XPDT	TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL	17,159	11,817	18,760	6,574	17,700	19,700	20,210	20,720
+ 83110	OFFICE SUPPLIES	2,147	1,828	3,000	1,455	3,000	3,100	3,200	3,300
1	Black leather portfolios with COF logo embossed (20 @\$30 each)								
2	Various	2,147	1,828	3,000		3,000	3,100	3,200	3,300
*	Amount missing from detail				1,455				
+ 83120	OFFICE DÉCOR ITEMS (OTHER THAN FURNITURE)			525		525	500	500	500
1	Aerial Innovations (Pictures of Projects)		135	525					
! 2	Various					525	500	500	500
*	Amount missing from detail								
83130	EMPLOYEE BENEVOLENCE ITEMS	104	175	150		150	160	170	180
83140	MEALS & FOOD (INSIDE WILLIAMSON COUNTY)	1,655	2,465	1,600	1,283	2,000	2,100	2,200	2,300
= XOFS	TOTAL OFFICE SUPPLIES	3,906	4,603	5,275	2,738	5,675	5,860	6,070	6,280
+ 83250	SAFETY SUPPLIES	816	670	3,000	170	3,000	5,500	2,000	2,000
01	High Visibility Construction Jackets								
02	wig wag lights for engineering vehicles			2,000					
03	Various	816	670	1,000		3,000	5,500	2,000	2,000
*	Amount missing from detail				170				
+ 83260	UNIFORMS PURCHASED	1,025	772	1,005	80	1,005	2,000	2,100	2,200
1	Boots			255		255			
2	Uniforms			750		750			
! 3	Various	1,025	772				2,000	2,100	2,200

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
*	Amount missing from detail				80				
=	XOPS TOTAL OPERATING SUPPLIES	1,841	1,442	4,005	250	4,005	7,500	4,100	4,200
83310	GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)	1,343	1,195	2,500	686	2,200	2,250	2,400	2,500
83320	MILEAGE (INSIDE WILLIAMSON COUNTY)	60			8				
=	XFUEL TOTAL FUEL & MILEAGE	1,403	1,195	2,500	694	2,200	2,250	2,400	2,500
+	83510 FURNITURE, FIXTURES (<\$25,000)	1,881	1,020	300		300	300	325	350
01	Desk Chair (7 12/13) (7 13/14)								
02	Reception Seating for front office								
! 03	Various	1,881	1,020	300		300	300	325	350
*	Amount missing from detail								
+	83520 VEHICLES (<\$25,000)			25,000					
1	Replace 1999 FORD- F-150 (move to lease)								
2	Replace 2003 FORD Explorer								
*	Amount missing from detail			25,000					
!+ 83530	MACHINERY & EQUIPMENT (<\$25,000)	287	1,414	250		250	1,000	1,050	1,100
5	New Copy Machine (2006) (Max Life 7 Years)(\$16,000 to lease)								
6	Various	287	1,414	250		250	1,000	1,050	1,100
*	Amount missing from detail								
+	83540 COMPUTER HARDWARE (<\$25,000)	11,830	1,927	4,650	9,508		6,000	6,500	7,000
01	****Jonathan, Sarah, William***			4,650					
02	laptop with docking station (Katie 1 @ \$1400)								
03	hi-res large size monitor						6,000	6,500	7,000
04	Various	11,830	1,927		9,508				
*	Amount missing from detail								
+	83550 COMPUTER SOFTWARE (<\$25,000)	4,091	4,248	17,100	17,382	17,100	10,000	10,100	10,200
! 01	CADD Software (move to lease)					17,100	10,000	10,100	10,200
02	Various								
03	Microsoft Project License								
04	Adobe Acrobat Professional								
05	Scan License for OnBase (SR)								
06	Dragon Software (dictation of meeting minutes)	4,091	4,248						
*	Amount missing from detail			17,100	17,382				
=	XMEU TOTAL MACHINERY & EQUIPMENT (<\$25,000)	18,089	8,609	47,300	26,890	17,650	17,300	17,975	18,650
83620	EQUIPMENT PARTS & SUPPLIES	323							
=	XRMS TOTAL REPAIR & MAINTENANCE SUPPLIES	323							
85110	PROPERTY INSURANCE	714	746	783		783	822	863	906
85111	FRAUD INSURANCE	22							
85112	INLAND MARINE INSURANCE	318	20	21	181	181	22	23	24
85113	AUTO PHYSICAL DAMAGE	124	52	55	64	64	58	61	64
85115	LIABILITY INSURANCE	604	1,149	1,206	1,746	1,800	1,266	1,330	1,396
85116	E&O LIABILITY INSURANCE	469	679	713	772	772	749	786	825
85117	VEHICLE LIABILITY INSURANCE	754	963	1,011		1,011	1,062	1,115	1,170
85118	LAW ENFORCEMENT LIABILITY INSURANCE				42	42			
85119	UMBRELLA LIABILITY	225							
85120	PROPERTY DAMAGE COSTS				923	923			
85125	LIABILITY CLAIMS/DEDUCTIBLES		1,826						
+	85130 SURETY/NOTARY BONDS		50	100	50	50	105	110	116

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	E std 2015	Base 2016	Forecast 2017	Forecast 2018
1	Various		50			50	105	110	116
2	Ben Worley (Budget for May 2014)								
3	Sarah Roop (Budget for June 2015)			50					
4	Amanda Ray			50					
*	Amount missing from detail				50				
=	XPLC TOTAL PROPERTY & LIABILITY COSTS	3,230	5,485	3,889	3,778	5,626	4,084	4,288	4,501
+	85320 STATE FEES	2,420	1,740	3,210	280	3,210	5,750	6,325	6,958
01	State Privilege Tax (\$400)			2,400					
02	Engineering License (\$140)			280					
03	PE Exam			530					
04	Appraisal Trainee Application Fee (Ben)								
! 05	Various	2,420	1,740			3,210	5,750	6,325	6,958
06									
*	Amount missing from detail				280				
85340	RECORDING & FILING FEES	39	56	100	336	500	1,000	1,000	1,000
=	XPERM TOTAL PERMITS	2,459	1,796	3,310	616	3,710	6,750	7,325	7,958
85990	MISCELLANEOUS				1	1			
=	XOBE TOTAL OTHER BUSINESS EXPENSES				1	1			
+	86600 LEASE/LOAN PRINCIPAL			5,281	5,280	5,280	4,031	4,067	
1	2014 - New Copier			5,280		5,280	4,031	4,067	
2	2015 - Replace 1999 Ford F-150 (\$25,000)			8,334					
3	2015 - CADD Software (\$17,100)			5,700					
*	Amount missing from detail			(14,033)	5,280		0	(0)	
+	86700 LEASE/LOAN INTEREST		87	145	87	87	66	22	
1	2014 - New Copier			145		87	66	22	
2	2015 - Replace 1999 Ford F-150 (\$25,000)			313					
3	2015 - CADD Software (\$17,100)		87	214					
*	Amount missing from detail			(527)	87		(0)	0	
=	XDSV TOTAL DEBT SERVICE		87	5,426	5,367	5,367	4,097	4,089	
87510	REIMB OF INTERFUND SERVICES	(172,521)	(175,269)	(219,996)	(219,996)	(219,996)	(219,996)	(219,098)	(227,009)
=	XREIMB TOTAL INTERFUND SERVICES REIMBURSEMENTS	(172,521)	(175,269)	(219,996)	(219,996)	(219,996)	(219,996)	(219,098)	(227,009)
=	XOP TOTAL OPERATIONS	(84,895)	(60,392)	19,439	(137,131)	(67,207)	18,435	36,409	(22,480)
	Capital								
=	XTOT TOTAL EXPENDITURES	631,300	674,927	914,758	321,149	651,441	914,243	991,048	972,254



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget - TOC

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Personnel							
Salaries & Wages	178,941	173,086	217,561	124,293	169,039	(48,522)	-22.3%
Employee Benefits	61,739	65,996	60,406	31,282	60,752	346	0.6%
Total Personnel	240,680	239,082	277,967	155,575	229,792	(48,175)	-17.3%
Operations							
Transportation Services	105	266	520	500	500	(20)	-3.8%
Operating Services	-	59	350	350	360	10	2.9%
Notices, Subscriptions, etc.	3,516	5,068	2,370	1,400	1,860	(510)	-21.5%
Utilities	1,818	1,608	2,330	1,742	2,200	(130)	-5.6%
Contractual Services	116,605	38,486	637,850	316,200	561,300	(76,550)	-12.0%
Repair & Maintenance Services	1,261	81,531	1,000	1,000	1,100	100	10.0%
Employee programs	94	-	200	200	300	100	50.0%
Professional Development/Travel	3,245	3,623	7,930	6,450	7,053	(877)	-11.1%
Office Supplies	36	475	420	420	500	80	19.0%
Operating Supplies	1,040	506	1,440	1,200	1,250	(190)	-13.2%
Fuel & Mileage	872	800	1,400	1,400	1,260	(140)	-10.0%
Machinery & Equipment (<\$25,000)	43,067	2,279	14,550	28,850	30,800	16,250	111.7%
Repair & Maintenance Supplies	816	1,540	1,250	16,695	2,600	1,350	108.0%
Property & Liability Costs	1,235	5,475	12,950	14,873	15,635	2,685	20.7%
Permits	466	540	2,330	2,330	2,330	-	0.0%
Debt Service and Lease Payments	44,459	14,706	14,820	-	-	(14,820)	-100.0%
Total Operations	218,635	156,962	701,710	393,610	629,048	(72,662)	-10.4%
Infrastructure	16,268	15,791	-	83,419	-	-	0.0%
Machinery & Equipment (>\$25,000)	530,311	12,429	1,650,000	258,150	2,216,850	566,850	34.4%
Capital	546,579	28,220	1,650,000	341,569	2,216,850	566,850	34.4%
Total TOC	1,005,894	424,264	2,629,677	890,754	3,075,690	446,013	17.0%

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
=									
81110	REGULAR PAY	178,858	171,792	224,332	72,583	117,947	174,134	235,554	242,620
81120	OVERTIME PAY	83	1,294	1,000	3,905	6,346	1,000	1,200	1,300
81199	VACANCY ADJUSTMENT			(7,771)			(6,095)	(8,244)	(8,492)
=	XWAGE TOTAL WAGES	178,941	173,086	217,561	76,488	124,293	169,039	228,510	235,428
=									
81410	FICA (EMPLOYER'S SHARE)	13019	12,718	16,985	5,634	8,846	13,321	18,020	18,560
=	MEDICAL PREMIUMS	35,248	33,061	36,466	9,270	15,064	40,113	44,124	48,536
=	GROUP INSURANCE PREMIUMS	3,151	2,895	3,209	1,025	1,666	3,209	3,530	3,883
=	EMPLOYEE INSURANCE CONTRIBUTIONS	(6,876)	(6,485)	(6,979)	(3,107)	(5,049)	(7,677)	(8,445)	(9,289)
81450	RETIREMENT CONTRIBUTIONS	17,008	23,656	10,574	10,574	10,574	11,631	12,795	14,074
81470	WORKERS COMPENSATION PREMIUMS	189	151	151			155	160	165
81475	WORKERS COMPENSATION CLAIMS				181	181			
=	XBEN TOTAL BENEFITS	61,739	65,996	60,406	23,577	31,282	60,752	70,184	75,929
=	XPER TOTAL PERSONNEL	240,680	239,082	277,967	100,065	155,575	229,791	298,694	311,357
	Operations								
82110	MAILING & OUTBOUND SHIPPING SERVICES	105	266	520	18	500	500	510	520
=	XTRC TOTAL TRANSPORTATION CHARGES	105	266	520	18	500	500	510	520
82210	PRINTING & COPYING SERVICES, OUTSOURCED		59	150		150	160	170	180
+	TESTING & PHYSICALS			200		200	200	210	220
1	New Employees								
2	Random Drug Screening								
3	Various			200		200	200	210	220
*	Amount missing from detail								
=	XOPSV TOTAL OPERATING SERVICES		59	350		350	360	380	400
82310	LEGAL NOTICES	100	1,982	500		500	510	520	530
+	DUES FOR MEMBERSHIPS	3,310	3,086	1,070	483	700	1,140	1,240	1,340
01	Various	3,310	3,086	500		700	1,140	1,240	1,340
02	IMSA - (Abby & New Employee)			150					
03	ITE - (Carl)			300					
04	ITSA - City Membership			120					
*	Amount missing from detail				483				
+	PUBLICATIONS, NON-TRAINING	106		800	42	200	210	220	230
1	ITE Trip Generation Manual 9th Edition			500		200	210	220	230
3	Various	106		300					
*	Amount missing from detail				42				
=	XNSP TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY	3,516	5,068	2,370	525	1,400	1,860	1,980	2,100
82450	TELEPHONE SERVICE	617	682	830	276	600	700	800	900
82451	800 MHZ ACCESS LINE SERVICE	49	82	90	39	92	100	110	120
+	CELLULAR TELEPHONE SERVICE	581	192	600		300	600	700	800
1	Cell Phone for New Traffic Engineer Position	581	192	600		300	600	700	800
*	Amount missing from detail								
82470	INTERNET & RELATED SERVICES	571	652	810	482	750	800	900	1,000
=	XUTIL TOTAL UTILITIES	1,818	1,608	2,330	797	1,742	2,200	2,510	2,820
82510	COMPUTER SERVICES	1,200	1,686	2,850	1,200	1,200	1,300	1,400	1,500
1	Various	1,200	1,686	1,550		1,200	1,300	1,400	1,500
2	Caliper Corporation (TransCAD Support)			1,300					

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
*	Amount missing from detail				1,200				
I 82540	ENGINEERING SERVICES	106,754					500,000	350,000	350,000
+ 82560	CONSULTANT SERVICES	8,651	36,800	635,000	156,225	315,000	60,000	65,000	65,000
I 01	Various	8,651	36,800				60,000	65,000	65,000
02	City of Franklin Traffic Impact Studies (90% Developer and 10% City)			300,000					
03	Traffic Data Collection - Annual Program			55,000		55,000			
04	Traffic Signal Timing Optimization and Testing - Cod Springs								
05	Traffic Signal Timing Optimization and Testing - Downtown								
06	Traffic Signal Timing Optimization and Testing - 96 East								
07	Traffic Signal Timing Optimization and Testing - Columbia Ave								
08	Traffic Signal Timing Optimization and Testing			30,000		60,000			
09	Traffic Signal Timing Optimization and Testing								
10	Traffic Signal Timing Optimization and Testing - Hillisboro Road			250,000		200,000			
11	Comprehensive Transportation Network Study								
12									
*	Amount missing from detail				156,225				
= XCTS	TOTAL CONTRACTUAL SERVICES	116,605	38,486	637,850	157,425	316,200	561,300	416,400	416,500
82610	VEHICLE REPAIR & MAINTENANCE SERVICES		101	500	5	500	600	700	800
I+ 82620	EQUIPMENT REPAIR & MAINTENANCE SERVICES	250		500	227	500	500	550	600
1	NovaCopy			500					
3	Various	250				500	500	550	600
4	Emergency Fiber Optic Repair for TOC Fiber								
*	Amount missing from detail				227				
82640	PAVING & REPAIR SERVICES		75,670						
82649	FIBER OPTIC SERVICE		5,760						
= XRMSV	TOTAL REPAIR & MAINTENANCE SERVICES	1,261	81,531	1,000	232	1,000	1,100	1,250	1,400
82750	EMPLOYEE RECOGNITION/RECEPTIONS			200		200	300	400	500
82780	TRAINING, OUTSIDE	94							
= XEPG	TOTAL EMPLOYEE PROGRAMS	94		200		200	300	400	500
+ 82810	REGISTRATIONS	1,337	1,136	2,620	78	2,000	1,825	1,925	2,025
1	Various	(113)	1,136			2,000	1,825	1,925	2,025
2	ASCE (Carl)			60					
3	ASHE (Carl)	50		60					
7	ITSA Conference (Carl & New Employee)	700		900					
8	PE - Registrations	700		800					
9	Non PE - Registrations			800					
*	Amount missing from detail				78				
+ 82820	GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)	788	851	1,160		800	1,570	2,870	3,090
1	Various	788	851			800	1,570	1,670	1,870
3	PE - Ground Transportation			760				780	790
4	Non PE - Ground Transportation			400				420	430
*	Amount missing from detail								
+ 82830	AIR TRAVEL		374	900	406	900	500	500	500
3	PE - Air Travel			450					
4	Non PE - Air Travel			450					
5	Various		374			900	500	500	500
*	Amount missing from detail				406				
+ 82840	LODGING	984	1,152	1,600	166	1,600	1,600	1,700	1,800
01	PE - Lodging			1,000					
02	Non PE - Lodging			600					
03	Various					1,600	1,600	1,700	1,800
04		984	1,152						
*	Amount missing from detail				166				
+ 82850	MEALS (OUTSIDE WILLIAMSON COUNTY)	114	110	1,500		1,000	1,283	1,383	1,483

Account	Label		Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
01	PE - Meals				500					
02	Non PE - Meals				1,000					
03	Various						1,000	1,283	1,383	1,483
04			114	110						
*	Amount missing from detail									
82890	OTHER TRAVEL EXPENSES				150		150	275	170	180
=	XPDT	TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL	3,245	3,623	7,930	650	6,450	7,053	8,548	9,078
83110	OFFICE SUPPLIES		36	153	200		200	200	300	400
83130	EMPLOYEE BENEVOLENCE ITEMS				100		100	100	110	120
83140	MEALS & FOOD (INSIDE WILLIAMSON COUNTY)			322	120	54	120	200	210	220
=	XOFS	TOTAL OFFICE SUPPLIES	36	475	420	54	420	500	620	740
+ 83250	SAFETY SUPPLIES		816	386	1,240		1,000	1,000	1,100	1,200
1	Wig-Wag Lights for Truck				1,000					
2	Various		816	386	240		1,000	1,000	1,100	1,200
*	Amount missing from detail									
83260	UNIFORMS PURCHASED		224	120	200		200	250	260	270
=	XOPS	TOTAL OPERATING SUPPLIES	1,040	506	1,440		1,200	1,250	1,360	1,470
83310	GASOLINE & DIESEL FOR FLEET (INSIDE WILLAMSON COUNTY)		872	800	1,400	56	1,400	1,260	1,386	1,525
=	XFUEL	TOTAL FUEL & MILEAGE	872	800	1,400	56	1,400	1,260	1,386	1,525
+ 83530	MACHINERY & EQUIPMENT (<\$25,000)		34,802	317	5,000	12,785	12,780	16,800	17,000	17,500
1	Various		34,802	317	5,000		12,780	16,800	17,000	17,500
2	4ea - Treethaven AXIS Video Field Box (4X \$1600)									
3	4 IE 3000 switches (4x\$1200)									
*	Amount missing from detail					12,785				
+ 83540	COMPUTER HARDWARE (<\$25,000)		4,344	1,562	1,000	8,897		4,000	4,000	4,000
1	Various		4,344	1,562	1,000			4,000	4,000	4,000
02	Cisco Video Matrix - Lease Payment (moved to Lease 86600)									
*	Amount missing from detail					8,897				
+ 83550	COMPUTER SOFTWARE (<\$25,000)		3,921	400	8,550	2,500	16,070	10,000	10,100	10,200
1	HCS2010									
2	Synchio 8				3,500					
3	TransCAD (moved to 82510)									
4	Trip Generation				300					
5	Adobe									
6	Various		3,921	400	1,000		16,070	10,000	10,100	10,200
7	Tatice				3,750					
*	Amount missing from detail					2,500				
=	XMEU	TOTAL MACHINERY & EQUIPMENT (<\$25,000)	43,067	2,279	14,550	24,182	28,850	30,800	31,100	31,700
83620	EQUIPMENT PARTS & SUPPLIES		561	14	250	1,288	1,500	1,500	1,600	1,700
+ 83641	TRAFFIC SIGNAL PARTS & SUPPLIES		255	1,526	1,000		1,000	1,100	1,200	1,300
01	Various		255	1,526	1,000		1,000	1,100	1,200	1,300
*	Amount missing from detail									
83699	OTHER REPAIR & MAINTENANCE PARTS & SUPPLIES					14,195	14,195			
=	XRMS	TOTAL REPAIR & MAINTENANCE SUPPLIES	816	1,540	1,250	15,483	16,695	2,600	2,800	3,000
85110	PROPERTY INSURANCE		273	746	1,500		1,500	1,575	1,700	1,800
85111	FRAUD INSURANCE		9							
85112	INLAND MARINE INSURANCE		122	939	1,000	82	1,000	1,050	1,020	1,030
85113	AUTO PHYSICAL DAMAGE		47	(1)	50	2	50	60	70	80
85114	LIABILITY INSURANCE		231	2,524	2,550	1,197	2,550	2,600	2,700	2,800
85115	E&O LIABILITY INSURANCE		179	1,490	1,500	529	1,500	1,600	1,700	1,800

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
85117	VEHICLE LIABILITY INSURANCE	288	(223)	350	1,244	1,244	1,500	1,600	1,700
85118	LAW ENFORCEMENT LIABILITY INSURANCE				29	29	50	60	70
85119	UMBRELLA LIABILITY	86		6,000		6,000	6,100	6,200	6,300
85120	PROPERTY DAMAGE COSTS				923	1,000	1,100	1,200	1,300
=	XPLC TOTAL PROPERTY & LIABILITY COSTS	1,235	5,475	12,950	4,006	14,873	15,635	16,250	16,880
85310	PERMITS			1,250		1,250	1,250	1,250	1,250
85320	STATE FEES	400	540	1,080		1,080	1,080	1,080	1,080
85340	RECORDING & FILING FEES	66							
=	XPERM TOTAL PERMITS	466	540	2,330		2,330	2,330	2,330	2,330
86600	LEASE/LOAN PRINCIPAL	38,923	13,750	14,334	14,334				
1	SunTrust - Cisco Video Surveillance	38,923	13,750	14,334					
*	Amount missing from detail				14,334				
86700	LEASE/LOAN INTEREST	5,536	956	486	486				
1	SunTrust - Cisco Video Surveillance	5,536	956	486					
*	Amount missing from detail				486				
=	XDSV TOTAL DEBT SERVICE	44,459	14,706	14,820	14,820				
=	XOP TOTAL OPERATIONS	218,635	156,962	701,710	218,248	393,610	629,048	487,824	490,963
	Capital								
89470	TRAFFIC SIGNALS	16,268	15,791		117,475	83,419			
=	XINFR TOTAL INFRASTRUCTURE	16,268	15,791		117,475	83,419			
89530	MACHINERY & EQUIPMENT (>\$25,000)	19,323	11,229	1,650,000	10,238	258,150	2,216,850	900,000	500,000
01	Mallory Station Road @ Mallory Lane and South Springs								
02	Carothers @ SR96 Turn Lane Extension								
03	Columbia @ Southeast Pkwy/Shadow Green Dr (\$195,000 from developer)								
04	Cool Springs Adaptive Signal Control (80/20 Match MPO)			500,000					
05	Aspen Grove Roundabout			150,000					
06	Signal Upgrade Program			250,000					
07	Franklin ITS Extension (80/20 Match)			750,000					
08	Various	19,323	11,229			258,150	2,216,850	900,000	500,000
*	Amount missing from detail				10,238				
89531	MACHINERY & EQUIPMENT (>25,000) NON-GRANT		1,200						
89532	MACHINERY & EQUIPMENT (>\$25,000) GRANT	510,988							
=	XMEO TOTAL MACHINERY & EQUIPMENT (>\$25,000)	530,311	12,429	1,650,000	10,238	258,150	2,216,850	900,000	500,000
=	XCAP TOTAL CAPITAL	546,579	28,220	1,650,000	127,713	341,569	2,216,850	900,000	500,000
=	XTOT TOTAL EXPENDITURES	1,005,894	424,264	2,629,677	446,026	890,754	3,075,689	1,686,518	1,302,320



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Program Enhancement Summary

Priority	Request	Compensation	Benefits	Expenses	Total	Funded
Engineering						
1	Engineering Promotions	\$ 8,241	\$ -	\$ -	\$ 8,241	\$ -
2	Office Furniture	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -
3	Senior CIP Inspector	\$ 54,205	\$ 16,262	\$ 31,245	\$ 101,712	\$ -
4	Surveying & Testing	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -
Total		\$ 62,446	\$ 16,262	\$ 76,245	\$ 154,953	\$ -
TOC						
1	Miovision Camera	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -
2	Downtown Circulation & Parking Study	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ -
3	Carothers S. & Goose Creek ITS Ext. Project	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ -
Total		\$ -	\$ -	\$ 405,000	\$ 405,000	\$ -
		Compensation	Benefits	Expenses	Total	
Total G/F Requests		\$ 62,446	\$ 16,262	\$ 481,245	\$ 559,953	\$ -

(+1 FTE)

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 1 of 4

Department: 41600 ENGINEERING
 Division: Engineering Department / CIP Division
 Title: Engineering Promotions

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
81000 PERSONNEL		\$8,241	\$8,241
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$8,241	\$8,241

PURPOSE / DESCRIPTION OF REQUEST

Relclassification of a Staff Engineer II to a Staff Engineer III.

SERVICE IMPLICATION

Promotion is required for an employee that is preforming at a higher level. This is necessary to retain good employees.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 2 of 4

Department: 41600 ENGINEERING
 Division: Eng. Department / CIP and Development Div
 Title: Office Furniture

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
83510 FURNITURE, FIXTURES (<\$25,000)	\$20,000		\$20,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$20,000	\$0	\$20,000

PURPOSE / DESCRIPTION OF REQUEST

This budget item allows for the update and replacement of old, broken and mismatched office furniture, such as: large meeting tables & chairs, chairs for waiting area, etc.

SERVICE IMPLICATION

This budget item allows for a professional environment for staff and customers.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **3** of **4**

Department: **41600 ENGINEERING**
 Division: **Engineering Department / CIP Division**
 Title: **Senior CIP Inspector**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
81000 PERSONNEL		\$54,205	\$54,205
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$16,262	\$16,262
Expenses			
82210 PRINTING & COPYING SERVICES, OUTSOURCED	\$60		\$60
82800 PROFESSIONAL DEVELOPMENT/TRAVEL	\$0	\$1,500	\$1,500
83250 SAFETY SUPPLIES	\$715		\$715
83530 MACHINERY & EQUIPMENT (<\$25,000)	\$400		\$400
83540 COMPUTER HARDWARE (<\$25,000)	\$2,450		\$2,450
83550 COMPUTER SOFTWARE (<\$25,000)	\$120		\$120
89520 VEHICLES (>\$25,000)	\$25,000		\$25,000
83320 MILEAGE (INSIDE WILLIAMSON COUNTY)		\$1,000	\$1,000
			\$0
			\$0
			\$0
			\$0
TOTAL	\$28,745	\$72,967	\$101,712

PURPOSE / DESCRIPTION OF REQUEST

This position will help with the management and inspection of CIP projects. If hired immediately they could work on the following project:

Funded Construction Projects: SR96 East Sidewalk Project, SR96 West Sidewalk Project, Battle Ave Project, Figures Drive Project, Carothers South Project, Franklin Road Sanitary Sewer Replacement Project, Watson Branch Sanitary Sewer Replacement Project, Hillsboro Road Phase 2 Project, 3rd Ave North Multiuse Trail, I-65 Utility relocation project, Century Court & Beasley Connector, Jordan Branch of Spencer Creek, Ralston Creek at Cheswick Farms.

Funded for Design: Columbia Ave Design, McEwen Drive Phase 4, Franklin ITS Extension Project.

SERVICE IMPLICATION

If this position is not funded we will continue to depend on consultant services to help provide construction inspection services.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **4** of **4**

Department: **41600 ENGINEERING**
 Division: **Engineering Department / CIP Division**
 Title: **Surveying & Testing**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
82560 CONSULTANT SERVICES		\$25,000	\$25,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$25,000	\$25,000

PURPOSE / DESCRIPTION OF REQUEST

The purpose of this item to provide and allowance for misc. surveying and material testing that may be required throughout the year. This item will be used in support of ongoing capital projects.

SERVICE IMPLICATION

Without this additional funding we will be required we will need to requested additional BOMA funding to cover miscellaneous work throughout the year.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 1 of 3

Department: 41610 TRAFFIC OPERATIONS CENTER (TOC)
 Division: Engineering Department / Traffic Division
 Title: Miovision Camera

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
83530 MACHINERY & EQUIPMENT (<\$25,000)	\$5,000		\$5,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$5,000	\$0	\$5,000

PURPOSE / DESCRIPTION OF REQUEST

To support our traffic count program we need to purchase a 2nd MioVision Camera. Our goal is to obtain traffic counts and turning movement counts at all signalized intersection every 3 years. This allows us to retune signal improvements in our various corridors and identify operational issues at least every 3 years.

SERVICE IMPLICATION

We will not be able to obtain traffic counts and turning movement counts at all signalized intersections every 3 years. This will impact our ability to retune the various corridors within the City on a 3 year cycle.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 2 of 3

Department: **41610 TRAFFIC OPERATIONS CENTER (TOC)**
 Division: **Engineering Department / Traffic Division**
 Title: **Downtown Circulation & Parking Study**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
82540 ENGINEERING SERVICES	\$250,000		\$250,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$250,000	\$0	\$250,000

PURPOSE / DESCRIPTION OF REQUEST

In 2002 the City of Franklin completed a Downtown Circulation Study. This study provided long term recommendations associated with intersection control, pedestrian facilities, on-street parking, and proposed roadway extensions. We are proposing to update this study and incorporate a downtown parking study. As part of Downtown Circulation Study we will investigate current operations and intersection control, traffic flow and distributions and current / future parking demands.

SERVICE IMPLICATION

Traffic operations and parking in the downtown area will continue at its current level of service and this will limit our ability to identify and justify future projects to improve traffic flow and parking.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **3** of **3**

Department: **41610 TRAFFIC OPERATIONS CENTER (TOC)**
 Division: **Engineering Department / Traffic Division**
 Title: **Carothers S. & Goose Creek ITS Ext. Project**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
89530 MACHINERY & EQUIPMENT (>\$25,000)	\$150,000		\$150,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$150,000	\$0	\$150,000

PURPOSE / DESCRIPTION OF REQUEST

The purpose of this request to obtain funding to extend ITS / Fiber infrastructure to the Goose Creek Area. This project will allow our Traffic Operations Center to have access to the 7 proposed signals in the Goose Creek Area and monitor traffic flow on I-65 and at the Goose Creek Interchange. In addition this will allow us to provide fiber to the proposed Fire Station located on the AG Center property.

The City will try to obtain CMAQ funding for the project to fund 80% design and construction. The total project cost is estimated at \$750,000. Failure to obtain grant funding would require an additional \$600,000 in City of Franklin funds.

SERVICE IMPLICATION

Without this project we will not have the ability to monitor traffic flow and operations in the Goose Creek area. In addition we will not have any fiber connectivity to the proposed Fire Station located at the AG Center.



City of Franklin, Tennessee
FY 2016 Operating Budget Request

Planning and Sustainability Department

Catherine Powers, Director



City of Franklin, Tennessee - FY 2016 Budget Request

Planning and Sustainability Department

Outline

- Purpose of Department**
- Organization Chart**
- Base Budget Request**
 - Personnel**
 - Operations & Capital**
- Program Enhancements**
- Summary**



City of Franklin, Tennessee - FY 2016 Budget Request **Planning and Sustainability Department**

Purpose of Department

The Planning and Sustainability Department will strive to protect and enhance the built and natural environment by providing a comprehensive vision for future growth, protection of historic and natural resources and excellent planning services for businesses and residents of Franklin.

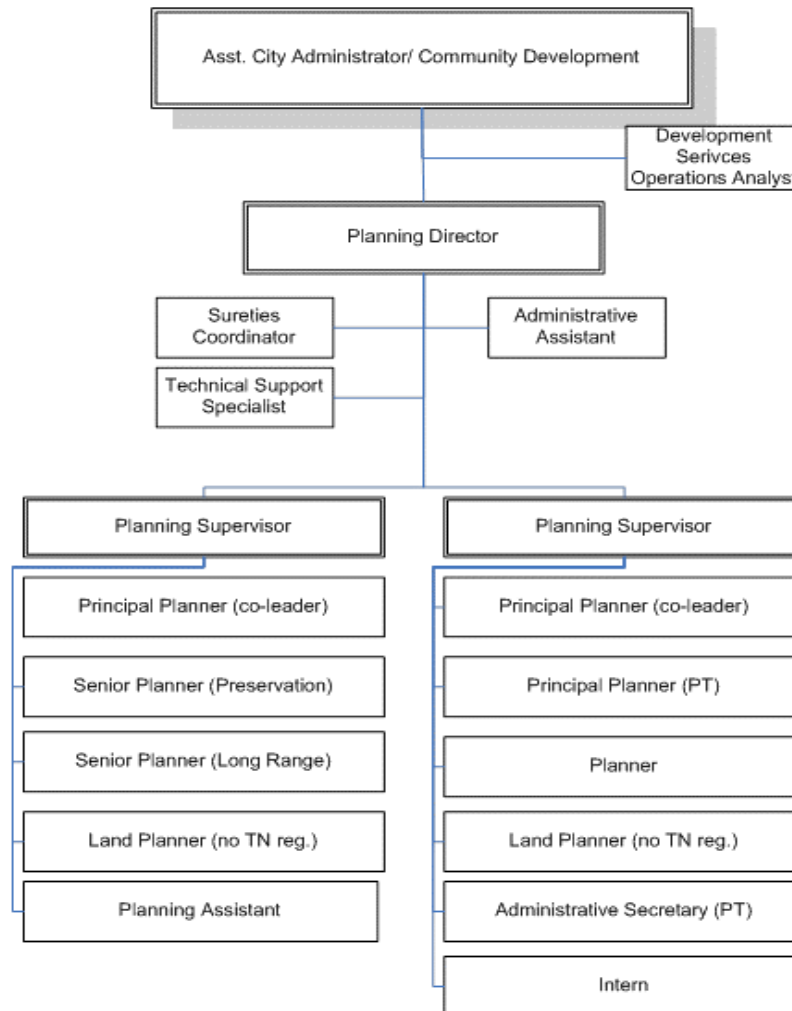
- working with the Planning Commission to identify and complete long range planning initiatives**
- process current development applications to continue quality growth in the City**
- provide expertise to the Historic Zoning Commission and Battlefield Committee**
- work with Sustainability Commission to preserve natural resources in an economical manner**



City of Franklin, Tennessee - FY 2016 Budget Request

Planning and Sustainability Department

Organization Chart





City of Franklin, Tennessee - FY 2016 Budget Request

Planning and Sustainability Department

Base Budget Request

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	1,122,534	1,273,278	1,258,294	1,228,049	1,319,811	61,517	4.89%
Operations	94,401	146,172	306,092	136,604	291,637	-14,455	-4.72%
Capital	0	0	0	0	0	0	0.00%
Total	1,216,935	1,419,450	1,564,386	1,364,653	1,611,448	47,062	3.01%



City of Franklin, Tennessee - FY 2016 Budget Request **Planning and Sustainability Department**

Base Budget Request: Personnel

- Reorganization Complete**
- Hiring finished from FY2015 budget**
- No change in Personnel for FY2016**



City of Franklin, Tennessee - FY 2016 Budget Request **Planning and Sustainability Department**

Base Budget Request: Operations

- **Carry over of \$150,000 in Consultant Services from FY2015**

- **Continuation of 2015 Budget**

Base Budget Request: Capital

No Capital Request



City of Franklin, Tennessee - FY 2016 Budget Request **Planning and Sustainability Department**

Program Enhancement Requests

5 Program Enhancement Requests =	\$74,420
Color Copier	\$20,000
Computer Services	\$ 4,720
Consultant Services	\$ 8,000
Printing & Copying Services, Outsourced	\$19,700
Vehicles (<\$25,000)	\$22,000



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Planning & Sustainability

Vernon Gerth, Assistant City Administrator

Catherine Powers, Director

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	1,122,534	1,273,278	1,258,294	1,228,049	1,319,811	61,517	4.89%
Operations	94,401	146,172	306,092	136,604	291,637	-14,455	-4.72%
Capital	0	0	0	0	0	0	0.00%
Total	1,216,935	1,419,450	1,564,386	1,364,653	1,611,448	47,062	3.01%

Departmental Summary

The Planning and Sustainability Department works with the Franklin Municipal Planning Commission in providing information and advice to the Board of Mayor and Aldermen and other City officials to assist them in making decisions about growth and development of the City of Franklin. The Department provides the following specific services:

- 1) Provides expertise and technical assistance to the Franklin Municipal Planning Commission, Board of Zoning Appeals, Franklin Tree Commission, and various ad-hoc committees.
- 2) Takes a leadership role in sustainability efforts for the City, Community, and region, staff the Sustainability Commission.
- 3) Acts as staff support for historic preservation including Battlefield Commission, Design Review Committee, and Historic Zoning Commission.
- 4) Administers and updates the Franklin Zoning Ordinance and Land Use Plan, including the update of a specific character area annually.
- 5) Researches and implements revisions to the Zoning Ordinance to provide greater clarification and more efficient process.
- 6) Implements processes to streamline development review.
- 7) Oversees performance agreements and sureties and coordinate inspections associated with improvements to new development including but not limited to streets, sidewalks, landscaping, drainage, and water/wastewater.
- 8) Performs landscape reviews and inspections, as required.
- 9) Seeks Federal and State funding opportunities to assist with desired projects/activities.
- 10) Coordinates with other City Departments to process development applications in a timely and efficient manner.
- 11) Facilitates Williamson County Schools and adjacent communities to look at growth patterns and school settings.
- 12) Works with the Williamson County School District and Franklin Special School District to introduce Concepts of Planning, Historic Preservation and energy efficiency to the School Population.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Planning & Sustainability

Vernon Gerth, Assistant City Administrator

Catherine Powers, Director

Fiscal Year 2016 Outlook

The Planning and Sustainability Department has completed its reorganization and begun work on long range planning initiatives, while continuing to assure quality review of current development.

In the next fiscal year, Planning and Sustainability will be implementing the recommendations of the CPAT study through changes to the Land Use Plan and Zoning Ordinance. The Planning Department also contracted with a consultant to research character areas in the Land Use Plan as density relates to the Major Thoroughfare Plan and other infrastructure availability. The City is experiencing greater interest in infill development in existing neighborhoods. This infill development has created varying opinions regarding context, density, and affordability. The Planning Department established an Infill Group comprised of stakeholders and has been tackling such issues as flag lots, landscape ratios and compatibility. It is anticipated that this group will continue into the next fiscal year bringing forth proposed zoning revisions and land-use amendments. The City is working with Smart Growth America to ascertain if there are opportunities for a different way of looking at infill. Additionally, the Planning and Sustainability Department has requested funds for a consultant to update the properties in Historic Preservation Overlay Districts. This study would identify properties, their structures, conformance with Historic Requirements and provide a baseline going forward. The study would also research the feasibility of expanding the Historic Overlay District south on Columbia Ave. to the proposed Carter Hill Battlefield Park.

Finally, new vesting legislation became effective in January 2015, which will require different documentation for those applications approved after that date. Staff will research methods of tracking those applications and the matching Zoning Ordinance as well as ascertaining changes to the process.

The Planning and Sustainability Department anticipates another year of increasing development demand within the City and annexation in the Urban Growth Boundary (UGB).

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme: A Safe and Livable City



Franklin will enhance the value and character of our community through progressive and responsive development and neighborhood services.

Goal: Franklin will increase the percentage of residents who rate their neighborhoods as either good or excellent in an annual, biannual, or other specified periodic citizen survey

Baseline: Establish a baseline for measuring citizen satisfaction via Citizen, HOA, or social media surveys.

Franklin will be a model for environmental quality and a sustainable city.

Goal: Franklin will be named as a "Smarter City" by the Natural Resources Defense Council for sustainability (the first in Tennessee).

Baseline: To review the criteria for becoming a "Smarter City" and apply for recognition. See: <http://smartercities.nrdc.org/rankings/scoring-criteria>

Goal: Increase the number of LEED certified buildings to attract energy friendly businesses and increase tax revenues.

Baseline: Franklin has nine (9) LEED certified buildings currently as of 2013 (www.usgbc.org/LEED).

Theme: Quality Life Experiences



Meeting transportation needs: Franklin will have a diverse transportation network that promotes, provides, and supports safe and efficient mobility choices for all, including driving, public transit, walking, and biking.

To be a community that promotes walking, jogging, and cycling.

Goal: To increase the Walkability Index Score for Franklin.

Baseline: Current walkability Index Score is 32. Achieved an Honorable Mention in walkfriendly.org.

Goal: To become a more bicycle friendly community.

Baseline: To become a bicycle-friendly designated community through assessment by the League of American Bicyclists.

To reduce energy costs, road congestion and improve air quality by better use of alternative transportation services

Goal: To reduce the number of days of air quality nonattainment in the City of Franklin.

Baseline: [none: need data point related to air quality].

Creating desirable life experiences: Franklin will continue to be a destination to live and work that ranks among the best in the nation.

Goal: To improve ranking as one of the top 10 communities providing for historic preservation in the U.S.

Baseline: Rank as 4th in nation for historic preservation (Preservation Network, 2012)

Baseline: Citizen Perception reported through community survey.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

Theme: Sustainable Growth & Economic Prosperity



Franklin will strategically manage its growth and the value of its assets.

Goal: Update the Land Use Plan tied to transportation and infrastructure availability.

Baseline: The current Land Use Plan needs to include infrastructure planning and costs as components of Land Use updates. (Planning and Sustainability)

Goal: To increase the assessed valuation per square mile for land in City of Franklin

Baseline: Current assessed valuation per square mile is \$77,787,427 (Based on 41.28 sq. miles and property assessed value of 2012 of \$3,211,064,976. Finance Department)

Franklin will pursue growth and development that embraces its historic context and encourages revenue generation.

Goal: To increase private investment in Franklin's Historic Area.

Baseline: Franklin issued 94 Certificates of Appropriateness for construction in 2014 (Planning and Sustainability).

Baseline: The value of investment dollars from COA's for 2014. (This number only reflects the valuations associated with the permits that been pulled as of this date and not projects without application for building permits. Planning and Sustainability)

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	2012	2013	2014	2015	2016
Net Acreage Changes	5.56	5.28 (ROW)	179.59	TBD	TBD
Base Zoning Changes					
Acreage Zoned Due to Annexation	5.56	0	61	TBD	TBD
Acreage Rezoned	245.2	306	118.59	TBD	TBD
Development Process Approval Measures					
Concept Plans	0	0	0	TBD	TBD
Regulating Plans	3	0	0	TBD	TBD
Development Plans	18	27	26	TBD	TBD
Site Plans	32	95	70	TBD	TBD
Plats	43	87	65	TBD	TBD
Residential Approvals					
Total Units	1033	1041	1424	TBD	TBD
Cases heard by BOZA	11	11	20	TBD	TBD
Residential site plans reviewed	53	81*	TBD	TBD	TBD
Commercial site plans reviewed	0	N/A	TBD	TBD	TBD
Preliminary plats reviewed	1	3	TBD	TBD	TBD
Final plats reviewed	49	66	TBD	TBD	TBD
Minor subdivision plats reviewed	1	N/C	N/C	TBD	TBD
Municipal planner FTEs	5	9	9	TBD	TBD
Planning and zoning administrative and support FTEs	4	4	4	TBD	TBD
Engineering FTEs	0	2.00**	2	TBD	TBD
Total planning and zoning revenues	\$ 81,413	\$ 143,178	\$140,099	TBD	TBD



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

Efficiency Measures

	2012	2013	2014	2015	2016
Average number of days for preliminary plat review	45	45	45	45	45

Outcome (Effectiveness) Measures

	2012	2013	2014	2015	2016
Franklin will be a model for environmental quality and a sustainable city.					
Increase the percentage of residents who rate their neighborhoods as either good or excellent in an annual, biannual, or other specified periodic citizen survey					
Establish a baseline for measuring citizen satisfaction via Citizen, HOA, or social media surveys.					
Baseline established?	No	No	No	No	Yes
Survey Conducted?	No	No	No	No	Unlikely
Target: TBD	Yes	Yes	Yes	Yes	Yes
Meets Target?	No	No	No	No	No
Franklin will be named as a "Smarter City" by the Natural Resources Defense Council for sustainability (the first in Tennessee).					
Baseline: To review the criteria for becoming a "Smarter City" and apply for recognition. See: http://smartercities.nrdc.org/rankings/scoring-criteria					
Target: Named "Smarter City"	N/A	No	No	No	No
Meets Target?	N/A	No	No	No	No
Increase the number of LEED certified buildings to attract energy friendly businesses and increase tax revenues.					
# of LEED Certified buildings in Franklin	N/A	9	11	12	12
Target (Source: www.usgbc.org)	N/A	9	10	11	11
Meets Target?	N/A	Yes	Yes	Yes	Yes
Franklin will enhance the value and character of our community through progressive and responsive development and neighborhood services.					
The citizens of Franklin will be benefactors of City services that reflect efficiency while preserving the personal touch and engagement they have come to expect in our community.					
Franklin will develop a quality level of service expectation for its citizens.					
90% citizen satisfaction rated excellent/good for services as reported by community survey.					
Baseline: Data to be collected in next community survey.					
Meets Target?	N/A	N/A	N/A	N/A	TBD
Meeting transportation needs: Franklin will have a diverse transportation network that promotes, provides, and supports safe and efficient mobility choices for all, including driving, public transit, walking, and biking.					
To be a community that promotes walking, jogging, and cycling.					
Increase the Walkability Index Score for Franklin.		32	TBD	TBD	TBD
Meets Target?	N/A	N/A	TBD	TBD	TBD
Become a more bicycle friendly community.					
Baseline: To become a bicycle-friendly designated community through assessment by the League of American Bicyclists.					
Meets Target?	N/A	N/A	N/A	TBD	TBD



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

	Reduce the number of days of air quality nonattainment in the City of Franklin.	N/A	N/A	N/A	TBD	TBD
	Baseline: [none: need data point related to air quality].					
	Meets Target?	N/A	N/A	N/A	TBD	TBD
	Creating desirable life experiences: Franklin will continue to be a destination to live and work that ranks among the best in the nation.					
	Improve ranking as one of the top 10 communities providing for historic preservation in the U.S.					
	Current Ranking	4	4	4	4	TBD
	Target	4	4	4	4	TBD
	Meets Target?	Yes	Yes	Yes	Yes	TBD
	Franklin will strategically manage its growth and the value of its assets.					
	Update a minimum of one Land Use Plan character area with infrastructure capabilities every year.					
	Baseline: The current Land Use Plan needs to include infrastructure planning and costs as components of Land Use updates. (Planning and Sustainability)					
	Target: Number Updated	TBD	TBD	TBD	TBD	TBD
	Meets Target?	TBD	TBD	TBD	TBD	TBD
	Reduce the poverty for citizens of Franklin to a rate at least 50% below the state average (State average is 16.9%) (2010 Census).					
	Franklin Poverty Rate	TBD	7%	TBD	TBD	TBD
	State Poverty Rate	TBD	17%	TBD	TBD	TBD
	Target	TBD	8%	TBD	TBD	TBD
	Meets Target?	TBD	Yes	TBD	TBD	TBD
	Increase the assessed valuation per square mile for land in City of Franklin					
	Current Assessed Value (in \$000s)	\$ 3,211,065	TBD	TBD	TBD	TBD
	Square Miles	41.28	TBD	TBD	TBD	TBD
	Target (in \$000s)	\$ 77,787	TBD	TBD	TBD	TBD
	Meets Target?	Yes	TBD	TBD	TBD	TBD
	Franklin will pursue growth and development that embraces its historic context and encourages revenue generation.					
	Increase private investment in Franklin's Historic Area.					
	# of Certificates of Appropriateness issued for construction	116	TBD	TBD	TBD	TBD
	Value of investment dollars from COA's	\$7,565,260	TBD	TBD	TBD	TBD
	Meets Target?	Yes	TBD	TBD	TBD	TBD

*Includes Residential and Commercial site plans.

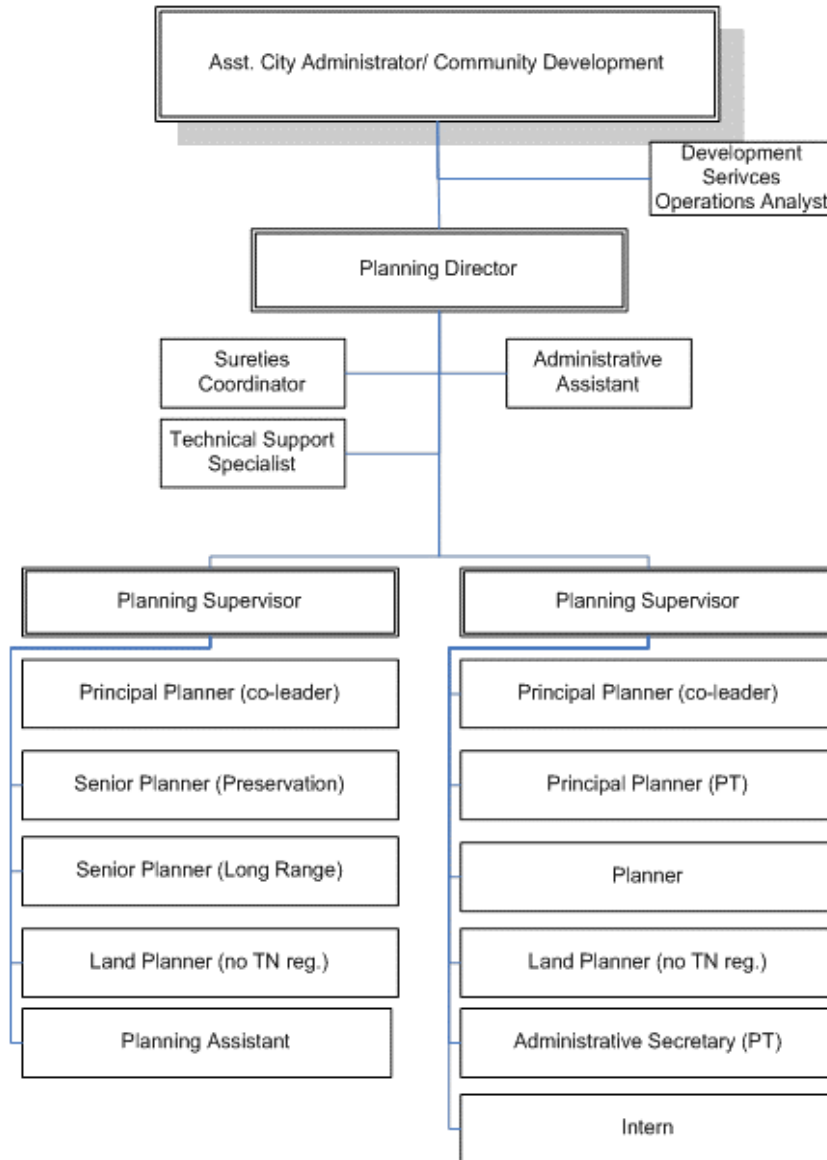
**City engineers who are involved in development plan review but are housed in the Engineering Department.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart





City of Franklin, Tennessee

FY 2016 Operating Budget Request

Staffing by Position

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
ACA Community Development	Grade N	1	0	1	0	1	0	1	0	1	0
Planning Director	Grade L	1	0	1	0	1	0	1	0	1	0
Long Range Planning Supervisor	---	1	0	1	0	0	0	0	0	0	0
Current Planning Supervisor	---	1	0	1	0	0	0	0	0	0	0
Planning Supervisor	Grade I	0	0	0	0	2	0	2	0	2	0
Principal Planner/ Co-Leader	Grade H	2	0	2	0	2	1	2	1	2	1
Preservation Planner	---	1	0	1	0	0	0	0	0	0	0
Land Planner (TN Reg)	Grade G	1	0	0	0	0	0	1	0	1	0
Planning Senior	Grade G	0	0	0	0	2	0	2	0	2	0
Dev. Serv. Oper. Analyst	Grade G	0	0	0	0	1	0	0	0	0	0
Planner	Grade F	0	1	0	1	1	0	1	0	1	0
Land Planner (No Tn. Reg.)	Grade F	1	0	1	0	0	0	0	0	0	0
Sureties Coordinator	Grade F	1	0	1	0	1	0	1	0	1	0
Sustainability & Grants Coord.	---	1	0	1	0	0	0	0	0	0	0
Technical Support Specialist	Grade E	0	0	0	0	1	0	1	0	1	0
Planning Assistant	Grade E	1	0	1	0	1	0	1	0	1	0
Planning Associate	Grade D	1	0	1	1	2	0	2	0	2	0
Administrative Assistant	Grade D	1	0	1	0	1	0	1	0	1	0
Permit Technician	---	1	0	1	0	0	0	0	0	0	0
Administrative Secretary	Grade B	0	0	0	0	0	0	0	1	0	1
Intern	---	0	1	0	1	0	1	0	1	0	1
Total Authorized Staffing		15	2	14	3	16	2	16	3	16	3



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference \$	%
Personnel							
Salaries & Wages	815,950	964,184	979,764	952,500	1,019,087	39,323	4.0%
Officials Fees	11,400	10,676	14,420	14,420	14,708	288	2.0%
Employee Benefits	295,184	298,418	264,110	261,129	286,016	21,906	8.3%
Total Personnel	1,122,534	1,273,278	1,258,294	1,228,049	1,319,811	61,517	4.9%
Operations							
Transportation Services	1,894	2,525	4,335	3,050	4,300	(35)	-0.8%
Operating Services	3,358	5,276	9,500	9,500	9,500	-	0.0%
Notices, Subscriptions, etc.	16,774	58,807	31,950	18,500	31,750	(200)	-0.6%
Utilities	6,790	6,694	9,500	9,500	10,000	500	5.3%
Contractual Services	2,772	-	150,000	-	150,000	-	0.0%
Repair & Maintenance Services	8,611	5,024	10,800	8,200	10,800	-	0.0%
Employee programs	460	774	3,000	3,500	3,500	500	16.7%
Professional Development/Travel	21,504	25,521	35,000	35,000	38,000	3,000	8.6%
Office Supplies	8,126	8,230	14,300	14,300	14,300	-	0.0%
Fuel & Mileage	1,385	10,321	2,400	1,700	2,180	(220)	-9.2%
Machinery & Equipment (<\$25,000)	14,110	19,158	30,600	26,400	12,400	(18,200)	-59.5%
Repair & Maintenance Supplies	959	46	200	200	200	-	0.0%
Operational Units	1,583	-	-	-	-	-	0.0%
Property & Liability Costs	5,913	3,500	4,007	6,254	4,207	200	5.0%
Permits	169	296	400	400	400	-	0.0%
Other Business Expenses	(7)	-	100	100	100	-	0.0%
Total Operations	94,401	146,172	306,092	136,604	291,637	(14,455)	-4.7%
Capital	-	-	-	-	-	-	0.0%
Total Planning & Sustain.	1,216,935	1,419,450	1,564,386	1,364,653	1,611,448	47,062	3.0%

Notes & Objectives

2016 Budget Goals: With this budget request, we hope to:

- Inventory of Historic Preservation Overlay and feasibility of Columbia Avenue including South to Carter Hill Park.
- Changes to the Land-Use Plan and Zoning Ordinance as a result of the In-fill Task Force.
- Presentation to the FMPC and BOMA by the consultant regarding Character Area revisions in the Land Use Plan tied to the Major Thoroughfare Plan
- Research impacts of vesting legislation and change processes.
- Streamline development processes when possible
- Provide training for staff , FMPC and HZC related to new trends.

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
= 81110	REGULAR PAY	814,503	877,158	1,009,757	554,867	950,000	1,051,075	1,100,652	1,133,671
81120	OVERTIME PAY	1,447	5,122	4,800	1,233	2,500	4,800	5,092	5,245
81160	CENSUS WORKERS		81,904						
81199	VACANCY ADJUSTMENT			(34,793)			(36,788)	(38,523)	(39,678)
= XWAGE	TOTAL WAGES	815,950	964,184	979,764	556,100	952,500	1,019,087	1,067,221	1,099,238
81230	PLANNING COMMISSION & BOZA	11,400	10,676	14,420	5,550	14,420	14,708	15,298	15,757
= XOFF	TOTAL OFFICIALS FEES	11,400	10,676	14,420	5,550	14,420	14,708	15,298	15,757
= 81410	FICA (EMPLOYER'S SHARE)	59,720	70,904	75,046	40,778	71,250	79,244	83,136	85,630
= 81420	MEDICAL PREMIUMS	134,763	146,456	145,865	60,250	144,600	160,992	176,497	194,146
= 81430	GROUP INSURANCE PREMIUMS	11,656	12,130	12,189	6,490	10,342	12,189	13,289	14,618
= 81440	EMPLOYEE INSURANCE CONTRIBUTIONS	(24,719)	(29,642)	(18,782)	(18,782)	(28,645)	(32,559)	(35,815)	(39,396)
81450	RETIREMENT CONTRIBUTIONS	97,788	88,711	42,295	42,295	42,295	46,525	51,177	56,295
81455	DEFERRED COMP MATCH	5,054	9,420	10,872	9,178	13,906	14,500	14,790	15,086
81460	UNEMPLOYMENT CLAIMS	804	62		2,222	2,004			
81470	WORKERS COMPENSATION PREMIUMS	378	320	313		313	325	332	342
81475	WORKERS COMPENSATION CLAIMS	4,940	(4,743)		264	264			
81482	CAR ALLOWANCE	4,800	4,800	4,800	2,954	4,800	4,800	5,092	5,245
= XBEN	TOTAL BENEFITS	295,184	298,418	264,110	145,649	261,129	286,016	308,498	331,966
= XPER	TOTAL PERSONNEL	1,122,534	1,273,278	1,258,294	707,299	1,228,049	1,319,811	1,391,017	1,446,961
	Operations								
82110	MAILING & OUTBOUND SHIPPING SERVICES	1,832	2,515	4,235	705	3,000	4,200	4,493	4,628
82120	FREIGHT FOR INBOUND PURCHASED ITEMS	52		100		50	100	106	109
82130	VEHICLE LICENSES & TITLES	10	10						
= XTRC	TOTAL TRANSPORTATION CHARGES	1,894	2,525	4,335	705	3,050	4,300	4,599	4,737
82210	PRINTING & COPYING SERVICES, OUTSOURCED	3,201	1,994	8,500	2,352	8,500	8,500	9,017	9,288
82250	TESTING & PHYSICALS	157	3,282	1,000	665	1,000	1,000	1,060	1,093
= XOPSV	TOTAL OPERATING SERVICES	3,358	5,276	9,500	3,017	9,500	9,500	10,077	10,381
82310	LEGAL NOTICES	9,577	9,677	13,000	4,997	10,000	13,000	13,792	14,205
82350	DUES FOR MEMBERSHIP'S	6,128	5,508	8,000	3,774	8,000	8,000	8,487	8,742
82360	PUBLIC RELATIONS & EDUCATION (CITY SPONSORED)	166	8,776	10,000	38		10,000	10,609	10,927
82370	PROMOTIONS & SPECIAL EVENTS (NOT CITY SPONSORED)	119		500				530	546
82385	SPECIAL CENSUS	352	34,662						
82390	PUBLICATIONS, NON-TRAINING	432	184	450	153	500	750	477	492
= XNSP	TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY	16,774	58,807	31,950	8,962	18,500	31,750	33,895	34,912
82450	TELEPHONE SERVICE	1,607	1,694	2,000	746	2,000	2,000	2,122	2,185
82455	CELLULAR TELEPHONE SERVICE	3,471	3,043	5,000	768	5,000	5,000	5,305	5,464
82470	INTERNET & RELATED SERVICES	1,712	1,957	2,500	1,446	2,500	3,000	2,652	2,732
= XUTIL	TOTAL UTILITIES	6,790	6,694	9,500	2,960	9,500	10,000	10,079	10,381
82510	COMPUTER SERVICES	2,150							
82560	CONSULTANT SERVICES			150,000	9,110		150,000	150,000	150,000
82599	OTHER CONTRACTUAL SERVICES	622							
= XCTS	TOTAL CONTRACTUAL SERVICES	2,772		150,000	9,110		150,000	150,000	150,000
82610	VEHICLE REPAIR & MAINTENANCE SERVICES	123	22	2,200	1,303	2,200	2,200	2,334	2,404

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
85116	E&O LIABILITY INSURANCE	846	992	1,042	1,257	1,257	1,094	1,105	1,138
85117	VEHICLE LIABILITY INSURANCE	1,360	17	253	249	253	266	269	277
85118	LAW ENFORCEMENT LIABILITY INSURANCE				69				
85119	UMBRELLA LIABILITY	406							
85120	PROPERTY DAMAGE COSTS				923	923			
85140	SURETY/NOTARY BONDS	85	12	100	50	100	105	106	109
=	XPLC TOTAL PROPERTY & LIABILITY COSTS	5,913	3,500	4,007	5,485	6,254	4,208	4,251	4,377
85340	RECORDING & FILING FEES	169	296	400	64	400	400	424	437
=	XPERM TOTAL PERMITS	169	296	400	64	400	400	424	437
85990	MISCELLANEOUS	(7)		100		100	100	106	109
=	XOBE TOTAL OTHER BUSINESS EXPENSES	(7)		100		100	100	106	109
=	XOP TOTAL OPERATIONS	94,401	146,172	306,092	60,031	136,604	291,638	315,338	320,342
	Capital								
=	XTOT TOTAL EXPENDITURES	1,216,935	1,419,450	1,564,386	767,330	1,364,653	1,611,449	1,706,355	1,767,303



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Program Enhancement Summary

<u>Priority</u>	<u>Request</u>	<u>Compensation</u>	<u>Benefits</u>	<u>Expenses</u>	<u>Total</u>	<u>Funded</u>
Planning & Sustainability						
1	Color Copier Replacement	\$ -	\$ -	\$ 20,400	\$ 20,400	\$ -
2	Sketch-Up Computer Software	\$ -	\$ -	\$ 4,720	\$ 4,720	\$ -
3	Historic District Review	\$ -	\$ -	\$ 8,000	\$ 8,000	\$ -
4	Municode	\$ -	\$ -	\$ 19,700	\$ 19,700	\$ -
5	Additional Vehicle	\$ -	\$ -	\$ 22,000	\$ 22,000	\$ -
Total		\$ -	\$ -	\$ 74,820	\$ 74,820	\$ -
		<u>Compensation</u>	<u>Benefits</u>	<u>Expenses</u>	<u>Total</u>	
Total G/F Requests		\$ -	\$ -	\$ 74,820	\$ 74,820	\$ -

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **1** of **5**

Department: **41700 PLANNING & SUSTAINABILITY**
 Division:
 Title: **Color Copier Replacement**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
83530 MACHINERY & EQUIPMENT (<\$25,000)	\$18,000	\$2,400	\$20,400
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$18,000	\$2,400	\$20,400

PURPOSE / DESCRIPTION OF REQUEST

The current color copier in Planning and Sustainability is several years old and malfunctions often. That usually means several minutes to an hour while the Administrative Assistant attempts to repair the issue. In an increasing number of instances, the repairman needs to be contacted. Planning is requesting a new color copier to handle the increasing demand for copies from staff, developers, small studies performed in-house and the public.

SERVICE IMPLICATION

While Planning and Sustainability does send larger copy jobs out to a printing company; however, smaller reports or development images are copied in-house. Without a reliable color copier, there will be delays in completing products for the development community, Boards and Commissions, and Citizen groups that rely on a colored image or pictures.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **2** of **5**

Department: **41700 PLANNING & SUSTAINABILITY**
 Division:
 Title: **Sketch-Up Computer Software**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
82510 COMPUTER SERVICES	\$4,055	\$665	\$4,720
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$4,055	\$665	\$4,720

PURPOSE / DESCRIPTION OF REQUEST

Sketch-up is a computer software program that will allow staff the tools to visualize projects in 3D format, move buildings on sites, and look at a variety of options in small areas or large neighborhoods.

SERVICE IMPLICATION

This software program will allow Planners to be more productive by providing the tools to visualize the impact of structures, density or other elements on the natural or built environment.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 3 of 5

Department: 41700 PLANNING & SUSTAINABILITY

Division:

Title: Historic District Review

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
82560 CONSULTANT SERVICES	\$8,000	\$0	\$8,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$8,000	\$0	\$8,000

PURPOSE / DESCRIPTION OF REQUEST

The properties located in the Historic Districts and National Register Districts have not been updated in over 15 years. Since that time, the area has changed substantially and it is important to assure that properties are counted, catalogued and their status decided for the purpose of maintaining the integrity of the district. Additionally, there has been interest among some of the Aldermen and Historic Zoning Commission in either creating a new district or expanding the downtown district south up Columbia Avenue to the proposed new Carter Hill Battlefield Park.

SERVICE IMPLICATION

The Planning and Sustainability Department does not have the staff to undertake this type of intensive review of each structure within the HPO. The longer the City waits to establish a new starting point for preservation of significant structures, the more the area will change. Staff will also need consultant assistance in surveying any proposed new or expanded areas from historians with expertise to define the integrity of structures within the proposed area.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **4** of **5**

Department: **41700 PLANNING & SUSTAINABILITY**
 Division:
 Title: **Municode**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
82210 PRINTING & COPYING SERVICES, OUTSOURCED	\$14,700	\$5,000	\$19,700
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$14,700	\$5,000	\$19,700

PURPOSE / DESCRIPTION OF REQUEST

This request would shift the responsibility of updating the Zoning Ordinance from staff to the municode organization. Municode is a national company specializing in municipal code tracking and already is contracted for the municipal code updates. The Zoning Ordinance is updated twice per year, which takes two Planning staff members approximately six days per update.

SERVICE IMPLICATION

Contracting the updates to Municode will allow a more standardized look with the municipal code and save several hours of staff time, which could be better utilized on actual Planning initiatives.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **5** of **5**

Department: **41700 PLANNING & SUSTAINABILITY**
 Division:
 Title: **Additional Vehicle**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
83520 VEHICLES (<\$25,000)	\$20,000	\$2,000	\$22,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$20,000	\$2,000	\$22,000

PURPOSE / DESCRIPTION OF REQUEST

The request is for an additional smaller automobile for inspections, field visits, and short trips to conference locations. As the Planning Department becomes involved in more long-range planning initiatives requiring field surveys, the current large, older Suburban is often booked. Additionally, the Suburban is difficult to drive and does not make sense for a vehicle to travel to in-state conferences given the size and gas usage. The staff would like to keep the Suburban because two cars are needed for all the field work and inspections, and it is ideally suited to field reviews involving a large number of people.

SERVICE IMPLICATION

Failure to approve this request will result in delayed field reviews as there will be competing commitments for the existing Suburban.



City of Franklin, Tennessee
FY 2016 Operating Budget Request

Building and Neighborhood Services

Chris Bridgewater, Director



City of Franklin, Tennessee - FY 2016 Budget Request

Building and Neighborhood Services

Outline

- Purpose of Department**
- Organization Chart**
- Base Budget Request**
 - Personnel**
 - Operations**
 - Capital**
- Program Enhancements**
- Summary**



City of Franklin, Tennessee - FY 2016 Budget Request **Building and Neighborhood Services**

Purpose of Department

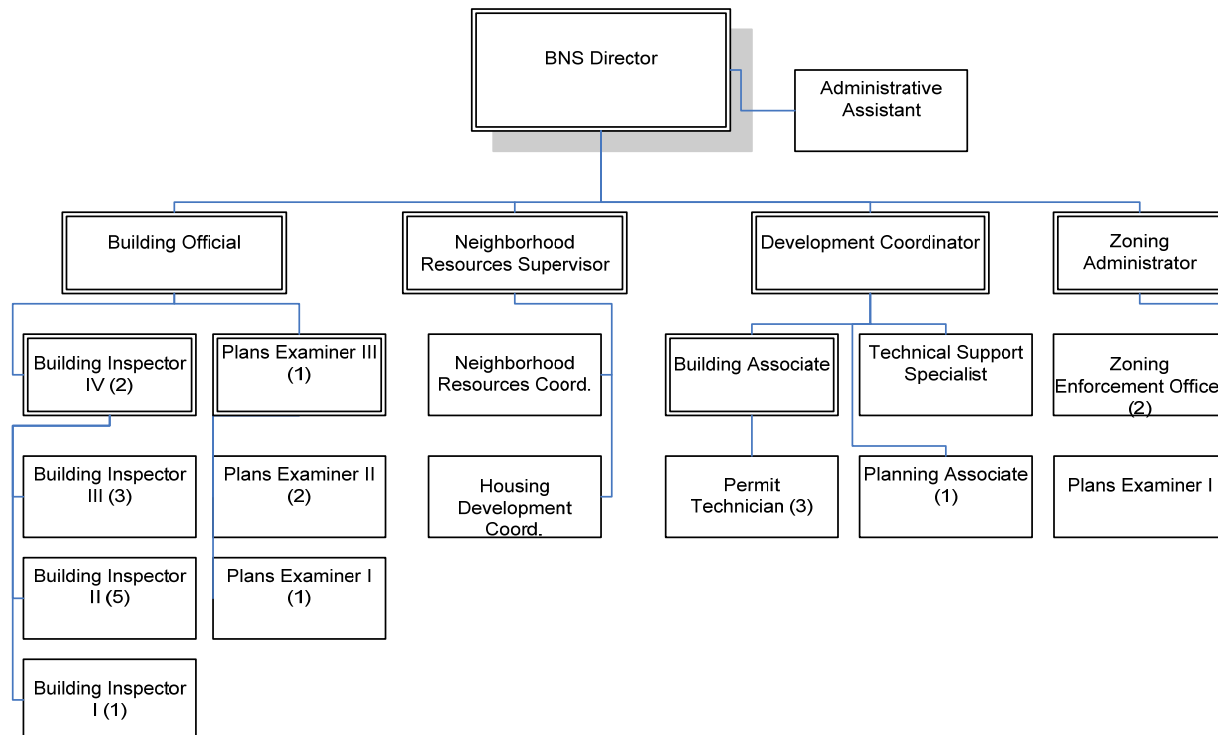
The Building and Neighborhood Services Department supports the safety and quality of life for the residents and visitors of the City of Franklin. The department has multiple responsibilities including: plan review of construction documents, issuing permits (building, sign, driveway, and tree removal), construction inspections, property maintenance violation enforcement, and enforcement of other standards and regulations found in the Franklin Municipal Code and Zoning Ordinance. There are four divisions within this department: 1) Building Codes Review and Inspections, 2) Development Services and Permitting, 3) Zoning Administration and Inspections and 4) Neighborhood Resources and Housing.



City of Franklin, Tennessee - FY 2016 Budget Request

Building and Neighborhood Services

Organization Chart





City of Franklin, Tennessee - FY 2016 Budget Request **Building and Neighborhood Services**

Base Budget Request: Personnel

BNS currently has a strength of 30 out of 32 personnel in 4 sections. The vacant Plans Examiner II – Electrical position has been posted and the Building Associate position will be posted soon.

Although it is anticipated that there will be a growth in development applications, the current staffing level in the Inspection, Permitting, and Construction Plan Review section will be sufficient to maintain the current level of service commitments. The overtime budget has been increased slightly to account for unanticipated workloads. The Zoning section will need additional support to meet level of service for residential reviews and to accommodate new processes related to Flood and Historic applications.



City of Franklin, Tennessee - FY 2016 Budget Request **Building and Neighborhood Services**

Base Budget Request: Operations

The base budget request for BNS is expected to go down slightly as one time program enhancements have been implemented. These enhancements included purchase of a copier and scanning equipment and money for electronic archival of some paper documents that will be retained indefinitely.



City of Franklin, Tennessee - FY 2016 Budget Request **Building and Neighborhood Services**

Base Budget Request: Capital

BNS does not have any anticipated Capital expenditures in the base budget. One of the proposed program enhancements includes a furniture purchase for the One Stop Shop.



City of Franklin, Tennessee - FY 2016 Budget Request **Building and Neighborhood Services**

Program Enhancement Requests

BNS has proposed five program enhancement requests in order of priority:

- 1) Routine vehicle replacement of aging vehicles (3 Chevy Equinoxes).**
- 2) New Position – Plans Examiner I intended to focus on Residential Zoning Reviews.**
- 3) Software Consulting – Use of Technology Fee to adapt and upgrade Infor to deliver more services online.**
- 4) One Stop Shop – Phase II. Additional furniture purchases to accommodate more departments.**
- 5) New Position – PT Administrative Assistant to process development related records requests.**



City of Franklin, Tennessee - FY 2016 Budget Request **Building and Neighborhood Services**

Summary

The focus for the Department in the coming year will be to continue to provide new and improved services online as well as in person here at City Hall. The funds gathered from the new Technology Fee will be used to implement these online services.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Building & Neighborhood Services

Chris Bridgewater, Director

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Personnel	1,743,498	1,975,427	2,124,022	1,989,485	2,149,690	25,668	1.2%
Operations	357,660	304,090	312,232	357,250	245,478	-66,754	-21.4%
Capital	651,873	111,511	0	0	0	0	0.0%
Total	2,753,031	2,391,028	2,436,254	2,346,735	2,395,168	-41,086	-1.7%

Departmental Summary

The Building and Neighborhood Services Department supports the safety and quality of life for the residents and visitors of the City of Franklin. The department has multiple responsibilities including: plan review of construction documents, issuing permits (building, sign, driveway, and tree removal), construction inspections, property maintenance violation enforcement, and enforcement of other standards and regulations found in the Franklin Municipal Code and Zoning Ordinance. There are four divisions within this department: 1) Building Codes Review and Inspections, 2) Development Services and Permitting, 3) Zoning Administration and Inspections and 4) Neighborhood Resources and Housing.

Although construction activity has increased this past year, staff will be able to meet level of service commitments in the coming year.

Department Goals

In the coming fiscal year, Building and Neighborhood Services will continue to analyze its fee structure to more accurately offset costs of regulating development activity for residential and multi-family residential developments.

The focus this year will be to continue to make more services available online so that customers can choose to make applications over the internet, rather than having to make a trip to City Hall.

City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the challenges and demands of the future.

Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme: A Safe Clean and Livable City



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

Franklin will enhance the value and character of our community through progressive and responsive development and neighborhood services.

Goal: Franklin will reduce the number of cases and days it takes to resolve identified property maintenance violations.

Baseline: The number of cases reported for property maintenance violations in 2012 was 179 (Neighborhood Resources & Property Maintenance)

Baseline: The current number of days to respond and resolve citizen requests regarding property maintenance for service in 2012 was 21 (Neighborhood Resources & Property Maintenance)

Baseline: 70.4% percent of property maintenance cases were cleared within 10 days in 2012 (126 cases cleared out of 179 total) (Neighborhood Resources & Property Maintenance).

Theme: Quality Life Experiences



Franklin will facilitate the development and maintenance of housing options that meet the needs of people desiring to live and work in our community.

Franklin will decrease the percentage of households who are cost burdened by their housing costs in Franklin

Goal: Franklin will seek to improve housing diversity as identified through the 2013 Housing Analysis.

Baseline: Complete Housing Analysis and establish goals based on data from the analysis.

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	Vegetation/Tree Problem	TBD	TBD	\$ 91	\$ 92	\$ 94
	Zoning Violation	TBD	TBD	\$ 94	\$ 70	\$ 75
	Total value of building and development	\$ 308,800,078	\$ 395,981,855	\$ 568,207,950	\$ 354,949,674	\$ 500,000,000
	Total revenue	\$ 1,839,074	\$ 1,878,490	\$ 2,332,672	\$ 1,873,847	\$ 2,011,200
	Total permits	9,046	5,896	8,472	7,407	7,666



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

	Tennessee Statewide Benchmarking Average	2,135	1,417	4,091	TBD	TBD
	Total construction plans reviewed	1,296	904	896	800	800
	Tennessee Statewide Benchmarking Average	560	486	456	TBD	TBD
	Total notice of completions issued	N/A	N/A	N/A	N/A	N/A
	Total certificates of occupancy issued	799	912	428	600	600
	Building inspections performed	21,101	27,966	23,991	25,000	25,000
	Tennessee Statewide Benchmarking Average	10,287	9,816	9,367	TBD	TBD
	Building code violations	3,889	N/C	5,388	4,200	6,224
	Property Maintenance code inspections	272	499	566	600	600
	Total property maintenance code violations	0	343	566	600	600
	Inoperable auto violations	38	17	97	50	80
	Overgrown lot violations	15	54	88	90	90
	Dilapidated structure violations	0	10	29	20	28
	Property Parcels	24,007	21,379	21,591	22,000	22,695
	Number of building inspector / certified plan reviewer FTEs	11	11	15	16	16
	Tennessee Statewide Benchmarking Average	4	4	5	TBD	TBD
	Number of permit technician / administrative / support FTEs	4	7	7	7	7
	Total number of building code FTEs	22	20	25	26	26
	Tennessee Statewide Benchmarking Average	7	7	7	TBD	TBD
	Property maintenance code enforcement FTE's	2.5	2	2	2	2
	Property maintenance administrative and support FTEs	1	0	0	0	0
	Property Maintenance Inspections / 1,000 Parcels	11	23	26	27	26
	Tennessee Statewide Benchmarking Average	53	123	89	TBD	TBD
	Number of Construction Plans Reviewed per FTE (Inspectors/Reviewer FTEs Only)	118	82	60	50	50
	Tennessee Statewide Benchmarking Average	156	96	109	TBD	TBD
	Building Inspections per FTE (Inspectors FTEs Only)	1,918	2,542	1,599	1,563	1,563
	Tennessee Statewide Benchmarking Average	2417	1,813	1,717	TBD	TBD

*FY 2015 & 2016 data estimated.

Efficiency Measures

		2012	2013	2014	2015*	2016*
	Building Code Enforcement Program Cost per Capita	\$ 30	\$ 32	\$ 29	\$ 30	\$ 33
	Tennessee Statewide Benchmarking Average	\$ 13	\$ 14	\$ 16	TBD	TBD
	Building Code Inspectors/Certified Plan Reviewer FTE per 1,000 Population	0.18	0.17	0.22	0.23	0.23
	Tennessee Statewide Benchmarking Average	0.08	0.10	0.10	TBD	TBD
	Property Maintenance Code Enforcement Program Cost per Capita	5.3	\$ 5	\$ 7	\$ 7	\$ 7



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

	Tennessee Statewide Benchmarking Average	\$ 5	\$ 4	\$ 4	TBD	TBD
	Property Maintenance Inspections per Property Maintenance Inspector FTEs	109	250	283	300	300
	Tennessee Statewide Benchmarking Average	557	898	1,661	TBD	TBD
	Property Maintenance Code Enforcement Program Cost per Parcel	\$ 13.80	\$ 16.00	\$ 23.32	\$ 23	\$ 23
	Tennessee Statewide Benchmarking Average	\$ 13.26	\$ 8.36	\$ 9.66	TBD	TBD
	Revenue per Permit Issued	N/A	\$ 182	\$ 211	\$ 253	\$ 262
	Tennessee Statewide Benchmarking Average	\$ 179	\$ 258	\$ 146	TBD	TBD
	Building Code Enforcement cost per permit issued	\$ 207.47	\$ 337.86	\$ 237.72	\$ 283.52	\$ 273.94
	Tennessee Statewide Benchmarking Average	\$ 773.70	\$ 462.46	\$ 403.51	TBD	TBD
	Total building code enforcement cost per building inspection	\$ 88.41	\$ 71.23	\$ 83.95	\$ 84.00	\$ 84.00
	Tennessee Statewide Benchmarking Average	\$ 169.23	\$ 194.83	\$ 171.41	TBD	TBD

*FY 2015 & 2016 data estimated.

Outcome (Effectiveness) Measures

		2012	2013	2014	2015*	2016*
	Reduce the number of cases and days it takes to resolve identified property maintenance violations.					
	# of cases reported for property maintenance violations	179	343	566	600	600
	Target	179	179	179	179	179
	Meets Target?	Yes	No	No	No	No
	# of days to respond and resolve citizen requests regarding property maintenance for service	21	N/C	21	21	21
	Target	21	21	21	21	21
	Meets Target?	Yes	N/A	Yes	Yes	Yes
	% of property maintenance cases cleared within 10 days	70.4%	Data being compiled			
	Target	70.4%	70.4%	70.4%	70.4%	70.4%
	Average number of days from complaint to first inspection	3	N/C	2	2	2
	Average number of days to resolve violation	21	N/C	21	21	21
	Cases brought into compliance	210	325	580	600	600
	Number of Property Maintenance Cases Brought Into Compliance per 1,000 Population	3	5	8	9	9
	Tennessee Statewide Benchmarking Average	25	26	21	TBD	TBD
	% of all Property Maintenance Violations Brought into Compliance	N/A	95%	102%	100%	100%
	Tennessee Statewide Benchmarking Average	N/A	86%	98%	TBD	TBD

*FY 2015 & 2016 data estimated.

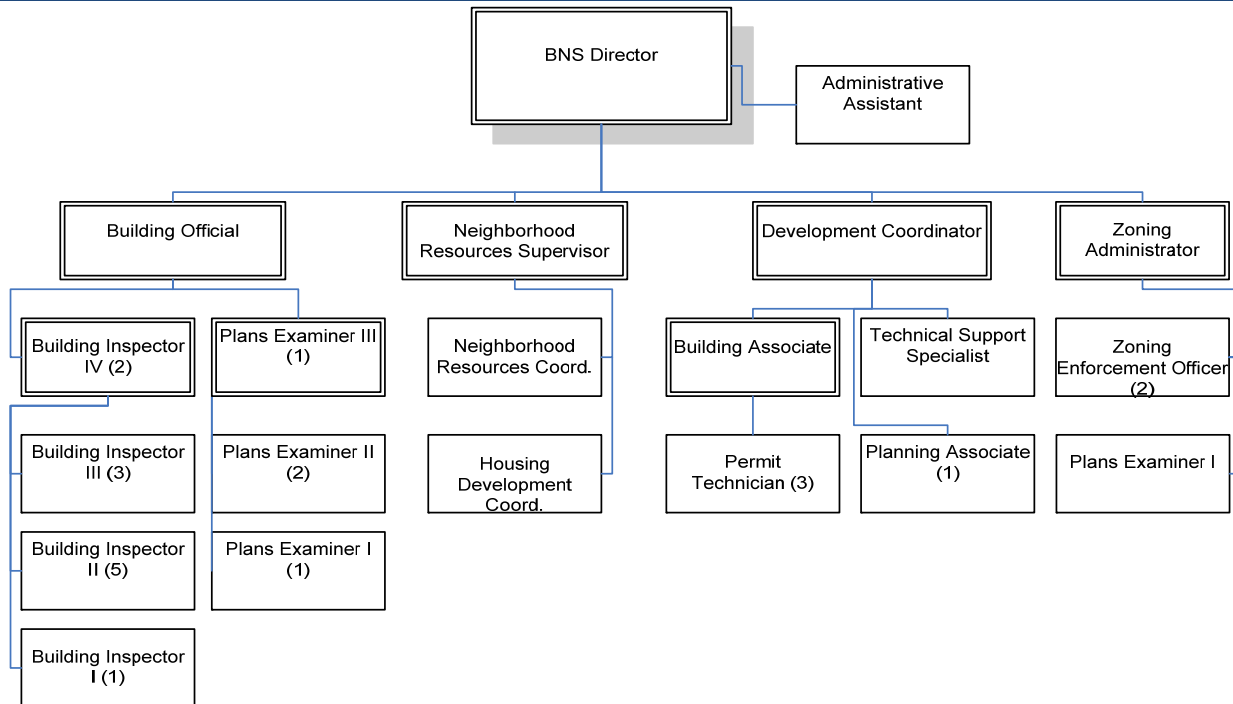
Revenue and value of building estimates for FY 2015 are estimates and require further refinement.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Organizational Chart



Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Staffing by Position

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Building & Neigh. Svcs. Director	Grade K	1	0	1	0	1	0	1	0	1	0
Building Official	Grade I	1	0	1	0	1	0	1	0	1	0
Zoning & Development Coord.	Grade H	1	0	1	0	1	0	1	0	1	0
Plans Examiner III	Grade H	0	0	0	0	1	0	1	0	0	0
Building Inspector IV	Grade G	0	0	0	0	2	0	2	0	2	0
Plans Examiner II	Grade G	0	0	0	0	2	0	2	0	3	0
Zoning Administrator	Grade G	1	0	1	0	1	0	1	0	1	0
Neighborhood Resources Super	Grade F	1	0	1	0	1	0	1	0	1	0
Housing Development Coord.	Grade F	1	0	1	0	1	0	1	0	1	0
Plans Examiner I	Grade F	0	0	0	0	2	0	2	0	2	0
Building Associate	Grade F	1	0	1	0	1	0	1	0	1	0
Building Inspector III	Grade F	0	0	0	0	3	0	3	0	4	0
Building Inspector II	Grade E	0	0	0	0	4	0	5	0	2	0
Technical Support Specialist	Grade E	0	0	0	0	1	0	1	0	1	0
Zoning Enforcement Officer	Grade E	0	0	0	0	2	0	2	0	2	0
Signs/Design Standards Admin.	Grade E	1	0	1	0	0	0	0	0	0	0
Neighborhood Resources Coord.	Grade E	2	0	2	0	1	0	1	0	1	0
Building Inspector I	Grade D	0	0	0	0	1	0	1	0	3	0
Permit Technician	Grade D	4	0	4	0	3	0	3	0	3	0
Planning Associate	Grade D	0	0	0	0	1	0	1	0	1	0
Administrative Assistant	Grade D	0	0	0	0	1	0	1	0	1	0
Sr. Building Inspector	---	1	0	1	0	0	0	0	0	0	0
Sr. Building Inspector/Elect.	---	1	0	1	0	0	0	0	0	0	0
Building Inspector - Plans Ex. Sr.	---	1	0	0	0	0	0	0	0	0	0
Build. Insp. - Elect. Plans Ex.Sr.	---	1	0	0	0	0	0	0	0	0	0
Build. Insp. - Plumb/Mech. Ex.Sr.	---	1	0	1	0	0	0	0	0	0	0
Fire Code Plans Examiner	---	1	0	1	0	0	0	0	0	0	0
Build. Inspect. - Electrical	---	2	2	0	2	0	0	0	0	0	0
Building Inspector	---	4	0	1	0	0	0	0	0	0	0
Combo Inspector - Grade 1	---	0	0	3	0	0	0	0	0	0	0
Combo Inspector - Grade 2	---	0	0	4	0	0	0	0	0	0	0
Total		26	2	26	2	31	0	32	0	32	0



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Personnel							
Salaries & Wages	1,229,063	1,369,159	1,551,213	1,424,899	1,524,110	(27,103)	-1.7%
Employee Benefits	514,435	606,268	572,809	564,586	625,580	52,771	9.2%
Total Personnel	1,743,498	1,975,427	2,124,022	1,989,485	2,149,690	25,668	1.2%
Operations							
Transportation Services	2,638	1,418	2,397	2,397	2,475	78	3.3%
Operating Services	4,823	8,330	10,600	10,113	5,300	(5,300)	-50.0%
Notices, Subscriptions, etc.	9,203	18,417	14,974	14,824	15,384	410	2.7%
Utilities	24,920	29,497	27,707	27,735	27,747	40	0.1%
Contractual Services	109,819	89,272	20,000	27,323	20,000	-	0.0%
Repair & Maintenance Services	15,725	19,559	15,980	15,980	16,400	420	2.6%
Employee programs	3,470	9,416	3,811	3,375	3,872	61	1.6%
Professional Development/Travel	10,950	10,289	21,600	21,647	24,775	3,175	14.7%
Office Supplies	11,320	12,328	10,620	10,360	10,930	310	2.9%
Operating Supplies	5,060	6,482	5,520	6,002	6,366	846	15.3%
Fuel & Mileage	21,296	20,654	22,000	20,000	20,000	(2,000)	-9.1%
Machinery & Equipment (<\$25,000)	82,706	28,957	86,200	120,174	16,200	(70,000)	-81.2%
Repair & Maintenance Supplies	2,420	507	-	-	-	-	0.0%
Operational Units	24,612	34,424	45,436	45,436	45,436	-	0.0%
Property & Liability Costs	27,898	13,321	11,420	16,958	16,070	4,650	40.7%
Permits	800	975	250	250	250	-	0.0%
Financial Fees	-	25	-	-	-	-	0.0%
Debt Service and Lease Payments	-	219	13,717	14,276	14,273	556	4.1%
Total Operations	357,660	304,090	312,232	357,250	245,478	(66,754)	-21.4%
Capital	651,873	111,511	-	-	-	-	0.0%
Total BNS Department	2,753,031	2,391,028	2,436,254	2,346,735	2,395,168	(41,086)	-1.7%

Personnel

- A part time Administrative Assistant is proposed to handle development related records requests. As properties change hands or are refinanced, all development related records are requested by parties of interest during the transaction.
- An additional Plans Examiner I is proposed for the Zoning section to review Residential plans. The current Plans Examiner for the Zoning section also serves as the Flood Plain Administrator. Adding this position would allow the current plans examiner the time to focus on the intensive process needed to improve the City's CRS (Community Rating System) rating which impacts how much our citizens pay for flood insurance. This position would also focus on a more detailed and coordinated review of projects within the Historic Zoning Overlay.
- Underfilled positions for Plans Examiner III, Inspector III, and Inspector II will be reduced to reflect the current status within the department. As Inspectors continue to gain certifications and demonstrate proficiency, requests will be made in future budgets to take advantage of the efficiencies gained from having multiply certified inspectors.

Operations

BNS has implemented the Technology Fee which is intended to support technological improvements focused on providing better customer service. An example is to convert paper application processes to become accessible online, which is a key element of the City's Strategic Plan.

In the past year, renovations to City Hall have created the floor space for a Development Services 'One Stop Shop' whose purpose is to allow all personnel needed to perform development approvals to be present in one location for a defined menu

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Personnel								
= 81110	REGULAR PAY	1,193,182	1,325,859	1,568,554	908,318	1,385,875	1,537,938	1,610,788	1,659,111
81120	OVERTIME PAY	35,881	43,300	36,000	24,843	39,024	40,000	40,800	41,616
81199	VACANCY ADJUSTMENT			(53,341)			(53,828)	(56,378)	(58,069)
= XWAGE	TOTAL WAGES	1,229,063	1,369,159	1,551,213	933,161	1,424,899	1,524,110	1,595,210	1,642,658
= 81410	FICA (EMPLOYER'S SHARE)	89,557	100,290	116,588	69,024	102,555	117,652	123,226	126,922
= 81420	MEDICAL PREMIUMS	278,334	335,286	400,566	151,965	400,566	440,623	484,685	533,154
= 81430	GROUP INSURANCE PREMIUMS	23,932	26,419	31,547	15,508	31,547	31,547	34,702	38,172
= 81440	EMPLOYEE INSURANCE CONTRIBUTIONS	(56,976)	(74,820)	(89,638)	(52,965)	(89,638)	(98,602)	(108,462)	(119,308)
81450	RETIREMENT CONTRIBUTIONS	170,068	183,335	102,213	102,213	102,213	115,000	120,000	125,000
81455	DEFERRED COMP MATCH	3,325	6,310	7,235	6,031	9,134	15,000	15,750	16,538
81460	UNEMPLOYMENT CLAIMS	1,814							
81470	WORKERS COMPENSATION PREMIUMS	1,889	1,814	1,898		1,898	1,960	2,014	2,074
81475	WORKERS COMPENSATION CLAIMS		25,234		4,386	3,911			
81482	CAR ALLOWANCE	2,492	2,400	2,400	1,477	2,400	2,400	2,400	2,400
= XBEN	TOTAL BENEFITS	514,435	606,268	572,809	297,639	564,586	625,580	674,315	724,952
= XPER	TOTAL PERSONNEL	1,743,498	1,975,427	2,124,022	1,230,800	1,989,485	2,149,690	2,269,525	2,367,610
	Operations								
! 82110	MAILING & OUTBOUND SHIPPING SERVICES	2,173	1,200	2,000	1,772	2,000	2,060	2,122	2,186
82120	FREIGHT FOR INBOUND PURCHASED ITEMS	250							
82130	VEHICLE LICENSES & TITLES	215	218	185		185	200	197	203
82140	VEHICLE TOW-IN SERVICES			212		212	215	226	233
= XTRC	TOTAL TRANSPORTATION CHARGES	2,638	1,418	2,397	1,772	2,397	2,475	2,545	2,622
82210	PRINTING & COPYING SERVICES, OUTSOURCED	3,497	6,141	4,000	1,123	4,000	4,000	4,240	4,360
82230	ARCHIVING/RECORDS MANAGEMENT SERVICES		500	5,000		5,000	500	1,030	1,060
82240	TRANSCRIPTION FEES				113	113			
82250	TESTING & PHYSICALS	1,326	1,689	1,600	454	1,000	800	1,030	1,060
= XOPSV	TOTAL OPERATING SERVICES	4,823	8,330	10,600	1,690	10,113	5,300	6,300	6,480
! 82310	LEGAL NOTICES	1,177	457	1,200	342	800	800	1,272	1,308
+ 82350	DUES FOR MEMBERSHIP S	2,123	1,920	2,645	843	2,645	2,955	2,645	2,645
1	Tennessee building Officials Association (TBOA)	100		100		100	100	100	100
11	National Fire Protection Association (NFPA)								
12	ACCA			100		100	100	100	100
13	Various	1,044	1,920						
14	Permit Tech Membership Fees			200		200	200	200	200
15	Neighborhood Resource Coordinator Membership Fees	150		150		150	150	150	150
16	ASFPM	220		225		225	225	225	225
2	Middle Tennessee Code Officials Association (MTCOA)	100		100		100	100	100	100
3	International Code Council (ICC)	225		230		230	230	230	230
4	International Association of Electrical Inspectors (IAEI)	204		800		800	1,000	800	800
5	TN Plumbing & Mechanical Inspectors Association (TPMIA)	50		50		50	50	50	50
6	Wholesale Business Membership (Sam's Club)	30		35		35	35	35	35
7	American Society of Landscape Architects (ASLA)			435		435	435	435	435
8	American Planning Association (APA - Marsh & Pike)			220		220	330	220	220
9	ASHRAE								
*	Amount missing from detail				843				
+ 82350	PROFESSIONAL STANDARDS /ACCREDITATION	4,793	2,541	7,529	3,970	7,379	7,529	7,877	8,051
1	ICC Testing	2,680		5,150		5,000	5,150	5,450	5,600

	Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	2	state certifications - 3	197		824		824	824	872	896
	4	Various	977	2,541						
	5	AICP Test - Molly								
	6	Council of Landscape Architects Registration Board	170		175		175	175	175	175
	7	State of Tennessee - Molly	155		320		320	320	320	320
	8	Tennessee Professional Privilege Tax	514		1,060		1,060	1,060	1,060	1,060
	9	ASFPM Testing	100							
	*	Amount missing from detail				3,970				
	! 82360	PUBLIC RELATIONS & EDUCATION (CITY SPONSORED)	388	172	250		250	250	250	250
	82370	PROMOTIONS & SPECIAL EVENTS (NOT CITY SPONSORED)		90	250		250	250	250	250
	!+ 82390	PUBLICATIONS, NON-TRAINING	722	13,237	3,100	3,069	3,500	3,600	3,700	3,700
	1	Adopt 2012 Code Series								
	2	Routine Manual Purchaes	722	13,237	3,100		3,500	3,600	3,700	3,700
	3	Adopt NEC 2011 Series								
	*	Amount missing from detail				3,069				
	= XNSP	TOTAL NOTICES, SUBSCRIPTIONS, PUBLICITY	9,203	18,417	14,974	8,224	14,824	15,384	15,994	16,204
	82435	SOLID WASTE SERVICE	50	40		28	28	40		
	82450	TELEPHONE SERVICE	3,661	4,283	4,017	1,716	4,017	4,017	4,261	4,390
	82451	800 MHZ ACCESS LINE SERVICE	767	1,269	1,030	611	1,030	1,030	1,090	1,120
	82455	CELLULAR TELEPHONE SERVICE	16,734	19,666	18,540	6,946	18,540	18,540	19,620	20,160
	82470	INTERNET & RELATED SERVICES	3,708	4,239	4,120	3,132	4,120	4,120	4,360	4,480
	= XUTIL	TOTAL UTILITIES	24,920	29,497	27,707	12,433	27,795	27,747	29,331	30,150
	+ 82510	COMPUTER SERVICES	930							
	2	Various	930							
	*	Amount missing from detail								
	+ 82560	CONSULTANT SERVICES		62,374		8,123	7,323			
	1	Housing Study		62,374						
	2	ICMA Local Government Customer Service Workshop					7,323			
	3	Infor Consulting								
	*	Amount missing from detail				8,123				
	82570	OTHER CONSULTANT / PASS THROUGH	1,122							
	+ 82599	OTHER CONTRACTUAL SERVICES	107,767	26,898	20,000	10,315	20,000	20,000	20,720	21,080
	1	Property Maintenance			8,000		8,000	8,000	8,000	8,000
	2	Demolition of structures			12,000		12,000	12,000	12,720	13,080
	3	Various	107,767	26,898						
	*	Amount missing from detail				10,315				
	= XCTS	TOTAL CONTRACTUAL SERVICES	109,819	89,272	20,000	18,438	27,323	20,000	20,720	21,080
	82610	VEHICLE REPAIR & MAINTENANCE SERVICES								
	82620	EQUIPMENT REPAIR & MAINTENANCE SERVICES	10,352	13,404	9,800	1,105	9,800	10,000	10,396	10,708
	82660	BUILDING REPAIR & MAINTENANCE SERVICES	5,373	5,730	6,180	3,004	6,180	6,400	6,540	6,720
	82699	OTHER REPAIR & MAINTENANCE SERVICES		50						
	= XRMVS	TOTAL REPAIR & MAINTENANCE SERVICES	15,725	19,559	15,980	4,109	15,980	16,400	16,936	17,428
	82750	EMPLOYEE RECOGNITION/RECEPTIONS								
	82780	TRAINING, OUTSIDE	781	2,247	1,236	8	800	1,272	1,308	1,344
	= XEPG	TOTAL EMPLOYEE PROGRAMS	2,689	7,169	2,575	1,339	2,575	2,600	2,725	2,800
			3,470	9,416	3,811	1,347	3,375	3,872	4,033	4,144
	+ 82810	REGISTRATIONS	3,065	3,215	5,978	5,185	5,978	7,905	6,335	6,520
	1	ICC National Conference	1,560		1,500		1,500	2,000	1,590	1,635
	10	Various	245	3,215						
	11	IAEI Regional Conference			750		750	1,250	800	825
	2	TBOA Regional Conference	855		1,000		1,000	1,000	1,060	1,090
	3	Local Training Opportunities - Continuing Education	180		2,000		2,000	2,000	2,120	2,180
	4	APA National conf x1								

	Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Est'd 2015	Base 2016	Forecast 2017	Forecast 2018
	5	ASLA National Conference	225		160		160	500	165	170
	6	TSLA conf x1			155		155	500	165	170
	8	NRC Conference			155		155	500	165	170
	9	Permit Tech trng conf - 1			258		258	500	270	280
	*	Amount missing from detail				5,185				
	82820	GROUND TRANSPORTATION (OUTSIDE WILLIAMSON COUNTY)	1,878	1,481	500	389	500	500	530	545
+	82830	AIR TRAVEL	1,027	749	3,612	3,628	3,628	5,000	3,828	3,936
	1	ICC National Conference			2,000		2,000	2,000	2,120	2,180
	2	APA National Conf - LA								
	3	ASLA Conference - Molly	390		412		428	500	436	448
	4	Permit Tech Conference								
	5	Various	60	749						
	6	IAEI Regional conference						2,500		
	7	Trips to Communities - Continuous Improvement Program	577		1,200		1,200		1,272	1,308
	*	Amount missing from detail				3,628				
+	82840	LODGING	4,255	3,539	9,450	3,940	9,450	9,250	10,102	10,413
	1	Various	2,010	3,539						
	2	ASLA National Conference	1,400		1,400		1,400	500	1,500	1,550
	3	ICC National Conference			2,500		2,500	2,500	2,650	2,725
	4	IAEI Regional Conference	579		1,200		1,200	2,500	1,272	1,308
	5	Permit Tech Conference	193		2,000		2,000	1,000	2,090	2,120
	6	NRC Conference	73		500		500	500	600	650
	7	TBOA Regional Conference			1,250		1,250	1,250	1,350	1,400
	8	TSLA Regional Conference								
	9	Trips to Communities - Continuous Improvement Program			600		600	1,000	640	660
	*	Amount missing from detail				3,940				
	82850	MEALS (OUTSIDE WILLIAMSON COUNTY)	663	1,277	2,060	825	2,000	2,120	2,180	2,240
+	82890	OTHER TRAVEL EXPENSES	62	28		91	91			
	2	Various	62	28						
	3	Line Item 3					91			
	*	Amount missing from detail				91				
=	XPDT	TOTAL PROFESSIONAL DEVELOPMENT/TRAVEL	10,950	10,289	21,600	14,058	21,647	24,775	22,975	23,654
	83110	OFFICE SUPPLIES	7,458	5,097	6,360	2,344	6,360	6,540	6,720	6,900
	83120	OFFICE DÉCOR ITEMS (OTHER THAN FURNITURE)	69	1,546	1,030	76	500	1,060	1,090	1,120
	83130	EMPLOYEE BENEVOLENCE ITEMS	67	173	530		300	530	560	575
	83140	MEALS & FOOD (INSIDE WILLIAMSON COUNTY)	3,726	5,512	2,700	2,969	3,200	2,800	2,900	3,000
=	XOFS	TOTAL OFFICE SUPPLIES	11,320	12,328	10,620	5,389	10,360	10,930	11,270	11,595
	83210	TRAINING SUPPLIES	2,475	1,719	2,200		2,200	2,266	2,332	2,398
	83260	UNIFORMS PURCHASED	971	3,328	2,650	3,028	3,028	3,300	2,800	2,875
+	83270	CONSUMABLE TOOLS	1,481	1,435	670	774	774	800	720	745
	1	Inspector Equipment - Replacement	1,102		370		374	500	390	400
	2	Inspector Equipment - New			300		400	300	330	345
	3	Various	379	1,435						
	*	Amount missing from detail				774				
	83299	OTHER OPERATING SUPPLIES	133							
=	XOPS	TOTAL OPERATING SUPPLIES	5,060	6,482	5,520	3,802	6,002	6,366	5,852	6,018
	83310	GASOLINE & DIESEL FOR FLEET (INSIDE WILLIAMSON COUNTY)	21,285	20,654	22,000	7,449	20,000	20,000	20,600	21,200
	83320	MILEAGE (INSIDE WILLIAMSON COUNTY)	11							
=	XFUEL	TOTAL FUEL & MILEAGE	21,296	20,654	22,000	7,449	20,000	20,000	20,600	21,200
	83510	FURNITURE, FIXTURES (<\$25,000)	1,825	11,335			1,516			
1		Cubicle purchase for Plans Examiner area	1,825							
2		Various		11,335						
3		Furniture Associated with One Stop					1,516			

	Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	*	Amount missing from detail				1,516				
+	83520	VEHICLES (<\$25,000)	39,280		44,200	42,877	85,754		47,000	72,600
	1	Equinox 32 MPG Replacement Inspector Vehicles (\$40,458 to lease)	39,280						47,000	72,600
	2	2015 - Equinox (2 Vehicles) (move to lease)					85,754			
*	*	Amount missing from detail			44,200	42,877				
+	83530	MACHINERY & EQUIPMENT (<\$25,000)	1,074	2,849	20,200	12,304	12,304			
	2	Computer Truck Mount Brackets								
	3	Various	1,074	2,849						
	4	Copler Replacement (move to lease)					12,304			
	5	Desktop Scanners (move to lease)								
*	*	Amount missing from detail			20,200	12,304				
+	83540	COMPUTER HARDWARE (<\$25,000)	39,412	14,505	20,600	21,074	20,600	15,000	15,500	16,000
	1	Computer Replacements (move to lease in 2015)						15,000	15,500	16,000
	2	Laptop Replacements								
	3	Various	39,412	14,505						
	4	32 in. Monitors for personnel looking at digital plans								
	5	Conference Room Displays - from previous budget								
	6	Computers - New Personnel (move to lease)					20,600			
*	*	Amount missing from detail			20,600	21,074				
	83550	COMPUTER SOFTWARE (<\$25,000)	1,115	268	1,200	77,771	120,174	1,200	1,200	1,200
=	XMEU	TOTAL MACHINERY & EQUIPMENT (<\$25,000)	82,706	28,957	86,200			16,200	63,700	89,800
		VEHICLE PARTS & SUPPLIES		140						
	83610									
	83620	EQUIPMENT PARTS & SUPPLIES	2,420	367		(15)				
=	XRMS	TOTAL REPAIR & MAINTENANCE SUPPLIES	2,420	507		(15)				
+	84950	GRANT PROGRAMS								
	1	Emergency Shelter Grant	24,612	34,424	45,436	35,698	45,436	45,436	45,436	45,436
	2	Hazard Mitigation Program, Ph 1	68,416	34,424	45,436		45,436	45,436	45,436	45,436
	3	Hazard Mitigation Program, Ph 2	(43,804)							
*	*	Amount missing from detail				35,698				
=	XOPU	TOTAL OPERATIONAL UNITS	24,612	34,424	45,436	35,698	45,436	45,436	45,436	45,436
		PROPERTY INSURANCE		746	800		800	800	840	860
	85110		6,034							
	85111	FRAUD INSURANCE	189							
	85112	INLAND MARINE INSURANCE	2,693	191	270	274	274	270	290	300
	85113	AUTO PHYSICAL DAMAGE	1,049	332	250	231	231	250	270	280
	85115	LIABILITY INSURANCE	5,102	4,149		4,472	4,472	4,500		
	85116	E&O LIABILITY INSURANCE	3,964	2,450	2,510	1,977	2,510	2,500	2,630	2,700
	85117	VEHICLE LIABILITY INSURANCE	6,371	4,922	4,850	5,057	4,850	4,850	5,150	5,300
	85118	LAW ENFORCEMENT LIABILITY INSURANCE				108	108	100		
	85119	UMBRELLA LIABILITY	1,903		2,740		2,740	2,800	2,890	2,965
	85120	PROPERTY DAMAGE COSTS				923	923			
	85127	VEHICLE LIABILITY CLAIMS/DEDUCTIBLES	481	481						
	85140	SURETY/NOTARY BONDS	112	50		50	50			
=	XPLC	TOTAL PROPERTY & LIABILITY COSTS	27,898	13,321	11,420	13,092	16,958	16,070	12,070	12,405
		BUILDING & OFFICE RENTAL				400	400			
=	XRENT	TOTAL RENTALS				400	400			
		STATE FEES	800	975	250		250	250	270	280
=	XPERM	TOTAL PERMITS	800	975	250		250	250	270	280
		CASH SHORT/OVER		25						
=	XFLF	TOTAL FINANCIAL FEES		25						
					</					

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
+ 86600	LEASE/LOAN PRINCIPAL			13,496	13,351	13,895	14,044	14,168	
1	2014 - Equinox 32 MGP Inspector Replacement Vehicles			13,494		13,895	14,044	14,168	
2	2015 - Equinox (2 Vehicles) (\$44,200)			14,734					
3	2015 - Copier Replacement (\$16,000)			5,334					
4	2015 - Desktop Scanners (\$4,200)			1,400					
5	2015 - computer replacements (\$11,000)			3,667					
6	2015 - computers - new personnel (\$9,600)			3,200					
*	Amount missing from detail			(28,333)	13,351	0	(0)	(0)	
+ 86700	LEASE/LOAN INTEREST		219	221	219	381	229	77	
1	2014 - Equinox 32 MGP Inspector Replacement Vehicles		219	221		381	229	77	
2	2015 - Equinox (2 Vehicles) (\$44,200)			553					
3	2015 - Copier Replacement (\$16,000)			200					
4	2015 - Desktop Scanners (\$4,200)			53					
5	2015 - computer replacements (\$11,000)			138					
6	2015 - computers - new personnel (\$9,600)			120					
*	Amount missing from detail			(1,064)	219	(0)	0	(0)	
= XDSV	TOTAL DEBT SERVICE		219	13,717	13,570	14,276	14,273	14,244	
=	TOTAL OPERATIONS	357,660	304,090	312,232	219,227	357,250	245,478	292,276	308,496
	Capital								
+ 89110	LAND ACQUIRED								
1	Hazard Mitigation, Phase 1	651,873	111,511						
2	Hazard Mitigation, Phase 2	651,873	111,511						
*	Amount missing from detail								
= XLAND	TOTAL LAND	651,873	111,511						
= XCAP	TOTAL CAPITAL	651,873	111,511						
= XTOT	TOTAL EXPENDITURES	2,753,031	2,391,028	2,436,254	1,450,027	2,346,735	2,395,169	2,561,801	2,676,106



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Program Enhancement Summary

Priority	Request	Compensation	Benefits	Expenses	Total	Funded
Building & Neighborhood Services						
1	Vehicle Replacement (x3)	\$ -	\$ -	\$ 63,500	\$ 63,500	\$ -
2	New Position - Plans Examiner I	\$ 52,089	\$ 15,627	\$ 1,648	\$ 69,364	\$ -
3	Software Consulting	\$ -	\$ -	\$ 51,000	\$ 51,000	\$ -
4	One Stop Shop - Phase II	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ -
5	New Position - PT Admin. Assistant	\$ 20,578	\$ 6,173	\$ -	\$ 26,751	\$ -
Total		\$ 72,667	\$ 21,800	\$ 171,148	\$ 265,615	\$ -
		Compensation	Benefits	Expenses	Total	
Total G/F Requests		\$ 72,667	\$ 21,800	\$ 171,148	\$ 265,615	\$ -

(+1.5 FTE)

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **1** of **5**

Department: **41900 BUILDING & NEIGHBORHOOD SERVICES**

Division:

Title: **Vehicle Replacement x3**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
Compensation			
			\$0
			\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
Expenses			
89520 VEHICLES (>\$25,000)		\$63,500	\$63,500
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$63,500	\$63,500

PURPOSE / DESCRIPTION OF REQUEST

This request is for routine replacement of three vehicles in the BNS fleet. Currently, we have 19 vehicles with a planned replacement time period of eight years. Most years this will mean a request for 2 vehicles, but some years three vehicles will be requested. The oldest vehicles in our fleet are 2002, 2003, and 2004. The replacement vehicles will be the Chevy Equinox.

SERVICE IMPLICATION

Failure to approve this request will delay implementation of future phases of One Stop shop implementation into the next budget year.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 2 of 5

Department:	41900 BUILDING & NEIGHBORHOOD SERVICES
Division:	Zoning Section
Title:	New Position - Plans Examiner I

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
81110 REGULAR PAY		\$52,089	\$52,089
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>		\$0	\$15,627
<u>Expenses</u>			
82350 DUES FOR MEMBERSHIPS		\$50	\$50
82800 PROFESSIONAL DEVELOPMENT/TRAVEL		\$800	\$800
82390 PUBLICATIONS, NON-TRAINING	\$798		\$798
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$798	\$68,566	\$69,364

PURPOSE / DESCRIPTION OF REQUEST

The purpose of this request is to add a Plans Examiner I to the Zoning section to perform plan reviews for residential construction permit applications. Currently, this job function is performed by a Plans Examiner I who also serves in the role of Flood Plain Manager. In the coming year, the Flood Plain Manager will be assigned to focus on improving the City's rating in the Community Rating System for FEMA. Improving this rating will lower the amount paid for Flood Insurance by the citizens of Franklin. Additionally, at the request of the Historic Zoning Commission, a more detailed review for foundation and roof height as well as transitional features will be performed on properties within the Historic Zoning Overlay. This position would help offset the additional workload in performing those reviews.

SERVICE IMPLICATION

Failure to approve this position will prevent resources from being assigned to expeditiously improve Franklin's CRS rating and will increase the turn around times for residential plan review applications if construction activity remains the same or increases.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 3 of 5

Department: **41900 BUILDING & NEIGHBORHOOD SERVICES**
 Division: **Permitting Section**
 Title: **Software Consulting**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$0
<u>Expenses</u>			
82560 CONSULTANT SERVICES		\$51,000	\$51,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$51,000	\$51,000

PURPOSE / DESCRIPTION OF REQUEST

BNS has implemented the Technology Fee which is intended to support technological improvements focused on providing better customer service. An example is to convert paper application processes to become accessible online, which is a key element of the City's Strategic Plan. The following projects will be undertaken:

1. Improve and expand web services
2. Set up "Stop Work"
3. Mobile Access for Field Inspections
4. Email Notices to Applicants
5. Update Planning/Infrastructure Workflows
6. Resolve Error Message issue
7. Fee Updates
8. IDT Customization for Ward Aldermen Notification

SERVICE IMPLICATION

Failure to approve this request will delay implementation of routine updates and anticipated improvements to Infor.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: 4 of 5

Department: **41900 BUILDING & NEIGHBORHOOD SERVICES**
 Division: **Permitting Section**
 Title: **One Stop Phase II**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
			\$0
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>		\$0	\$0
<u>Expenses</u>			
89510 FURNITURE, FIXTURE (>\$25,000)		\$55,000	\$55,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$55,000	\$55,000

PURPOSE / DESCRIPTION OF REQUEST

The next phases of implementation of the One Stop Shop concept will involve purchase of additional furniture to accommodate additional personnel from Planning, Engineering, Fire, Water, Streets, Parks, etc. Typical new cubicle quotes are in the \$4,000-5,000 range per person. This request accounts for up to ten additional workstations in the One Stop area and includes fees for setup.

SERVICE IMPLICATION

Failure to approve this request will delay implementation of future phases of One Stop shop implementation into the next budget year.

FY2016 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **5** of **5**

Department:	41900 BUILDING & NEIGHBORHOOD SERVICES
Division:	Director
Title:	New Position - PT Administrative Assistant

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY16 Only)	Ongoing Annual Cost (FY16 & Future)	TOTAL FY16 Request
<u>Compensation</u>			
81110 REGULAR PAY		\$20,578	\$20,578
			\$0
<u>Benefits</u>			
<i>Benefits auto-calculated at 30% of compensation -->></i>		\$0	\$6,173
<u>Expenses</u>			
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$26,751	\$26,751

PURPOSE / DESCRIPTION OF REQUEST

A part time Administrative Assistant is proposed to handle development related records requests. As properties change hands or are refinanced, all development related records are requested by parties of interest during the transaction.

SERVICE IMPLICATION

Failure to approve this position will prevent timely processing of records requests. The State requires that these requests are processed within 7 days of receipt.



City of Franklin, Tennessee
FY 2016 Operating Budget Request

**Community Development
Block Grant (CDBG)
Fund**



City of Franklin, Tennessee - FY 2016 Budget Request Community Development Block Grant (CDBG) Fund

Outline

- Purpose of Department
- Budget Request & Goals



City of Franklin, Tennessee - FY 2016 Budget Request **Community Development Block Grant (CDBG) Fund**

Purpose of Department

The Community Development Block Grant is funded by the Department of Housing and Urban Development based on an annual formula provided by HUD. Under the formula guideline the City receives about Two-Hundred and Fifty Thousand Dollars annually (\$250,000). To date the City of Franklin has received approximately Two-Million Dollars (\$2,000,000) which has been used for emergency rehabilitation of about 62 homes within the City of Franklin for our elderly and low income residents, furthering Fair Housing education, new construction of single family homes within the Hard Bargain and Natchez neighborhoods and administering homeless assistance on an as-needed basis.

The City continues to build strong relationships within the community and with the existing non-profits.



City of Franklin, Tennessee - FY 2016 Budget Request

Community Development Block Grant (CDBG) Fund

Budget Request & Goals

	2013 Actual	2014 Actual	2015		2016 Base Budget	2015 v. 2016	
			Budget	Estimated		\$	%
Beginning Fund Balance	(6,582)	23,545	23,717	23,717	29,552	5,835	24.60%
Revenues	192,586	198,920	264,754	210,473	274,806	10,052	3.80%
Expenditures	162,459	198,748	264,629	204,638	274,706	10,077	3.81%
Ending Balance	23,545	23,717	23,842	29,552	29,652	5,810	24.37%

- Prepare an Annual Action Plan and a Consolidated Annual Performance Evaluation Report for public review & BOMA approval.
- Efforts may include rehabilitation of homes, new construction, neighborhood signs and/or land acquisition for the purpose of building affordable single family homes.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Community Development Block Grant Fund

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Beginning Fund Balance	(6,582)	23,545	23,717	23,717	29,552	5,835	24.60%
Revenues	192,586	198,920	264,754	210,473	274,806	10,052	3.80%
Expenditures	162,459	198,748	264,629	204,638	274,706	10,077	3.81%
Ending Balance	23,545	23,717	23,842	29,552	29,652	5,810	24.37%

Fund Summary

The Community Development Block Grant is funded by the Department of Housing and Urban Development based on an annual formula provided by HUD. Under the formula guideline the City receives about Two-Hundred and Fifty Thousand Dollars annually (\$250,000). To date the City of Franklin has received approximately Two-Million Dollars (\$2,000,000) which has been used for emergency rehabilitation of about 62 homes within the City of Franklin for our elderly and low income residents, furthering Fair Housing education, new construction of single family homes within the Hard Bargain and Natchez neighborhoods and administrating homeless assistance on an as-needed basis.

Fund Goals

Acting within the HUD guidelines the City prepares an Annual Action Plan and a Consolidated Annual Performance Evaluation Report that reflect the goals of the coming year and the completion of projects from the previous fiscal year. These plans are presented in public meetings for review and comment by the public and ultimately presented and approved by the Board of Mayor and Alderman.

Using the CDBG funds the City will continue to further our partnership with the development community and non-profits toward providing improvement within our community for a variety of different needs. These may include concentrated rehabilitation of homes, new construction, neighborhood signs and land acquisition for the purpose of building affordable single family homes.



City of Franklin, Tennessee **FY 2016 Operating Budget Request**

Organizational Chart

There is no organization chart associated with the Community Development Block Grant Fund. It is supervised by personnel in the Building & Neighborhood Services Department.

Staffing by Position

There are no staff formally budgeted within the CDBG Fund. Operations of the fund are maintained by the City's Housing Development Coordinator. That position is budgeted within the Building and Neighborhood Services department.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Beginning Fund Balance	(6,582)	23,545	23,717	23,717	29,552	5,835	24.6%
Revenues							
CDBG GRANT (FEDERAL)	192,385	198,747	264,629	210,389	274,706	10,077	3.8%
INTEREST INCOME	201	173	125	84	100	(25)	-20.0%
CONTRIBUTIONS - OTHERS	-	-	-	-	-	-	0.0%
Total Available Funds	192,586	198,920	264,754	210,473	274,806	10,052	3.8%
Expenses (Operations)							
MAILING & OUTBOUND SHIPPING SERV	-	-	175	-	175	-	0.0%
PRINTING & COPYING SERVICES, OUTSOL	-	-	250	-	250	-	0.0%
LEGAL NOTICES	-	34	200	-	75	(125)	-62.5%
CONSULTANT SERVICES	24,794	36,149	25,000	31,961	25,000	-	0.0%
OTHER CONTRACTUAL SERVICES	137,665	74,223	187,504	50,339	97,706	(89,798)	-47.9%
BUILDING REPAIR & MAINTENANCE SERV	-	65,901	50,000	94,878	150,000	100,000	200.0%
TRAINING, OUTSIDE	-	-	1,500	-	1,500	-	0.0%
GRANT PROGRAMS	-	22,441	-	27,460	-	-	0.0%
Total Expenditures	162,459	198,748	264,629	204,638	274,706	10,077	3.8%
Ending Fund Balance	23,545	23,717	23,842	29,552	29,652	5,810	24.4%

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Available Funds								
33580	CDBG GRANT (FEDERAL)								
= XINTG	TOTAL INTERGOVERNMENTAL	192,385 192,385	198,747 198,747	264,629 264,629	210,389 210,389	210,389 210,389	274,706 274,706	275,000 275,000	280,000 280,000
36100	INTEREST INCOME	201	173	125	42	84	100	125	150
= XUMP	TOTAL USE OF MONEY & PROPERTY	201	173	125	42	84	100	125	150
25100	BEGINNING FUND BALANCE	(6,582)	23,545	23,670	23,717	23,717	29,552	29,652	12,802
= XCC	TOTAL CAPITAL CONTRIBUTIONS	(6,582)	23,545	23,670	23,717	23,717	29,552	29,652	12,802
= XREV	Total Available Funds	186,004	222,465	288,424	234,148	234,190	304,358	304,777	292,952

Account	Label	Actual 2013	Actual 2014	Budget 2015	YTD 2015	Estd 2015	Base 2016	Forecast 2017	Forecast 2018
	Operations								
82110	MAILING & OUTBOUND SHIPPING SERVICES			175			175	175	175
=	XTRC			175			175	175	175
82210	PRINTING & COPYING SERVICES, OUTSOURCED			250			250	100	100
=	XOPSV			250			250	100	100
82310	LEGAL NOTICES		34	200			75	200	200
=	XNSP		34	200			75	200	200
82560	CONSULTANT SERVICES	24,794	36,149	25,000	27,961	31,961	25,000	20,000	20,000
!	82599	137,665	74,223	187,504	50,339	50,339	97,706	120,000	120,000
=	XCTS	162,459	110,372	212,504	78,300	82,300	122,706	140,000	140,000
!	82660		65,901	50,000	94,878	94,878	150,000	150,000	150,000
=	XRMSV		65,901	50,000	94,878	94,878	150,000	150,000	150,000
+	82780			1,500			1,500	1,500	1,500
1	Regional Training Opportunities			1,500			1,500	1,500	1,500
2	NeighborWorks conference with no scholarship award								
3	Various								
*	Amount missing from detail								
=	XEPG			1,500			1,500	1,500	1,500
84950	GRANT PROGRAMS		22,441		27,460	27,460			
=	XOPU		22,441		27,460	27,460			
=	XOP	162,459	198,748	264,629	200,638	204,638	274,706	291,975	291,975
=	XTOT	162,459	198,748	264,629	200,638	204,638	274,706	291,975	291,975



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Franklin Transit Authority

Preston Elliott, Chairman – Franklin Transit Authority

Debbie Henry – Executive Director, TMA

City of Franklin, Tennessee - FY 2016 Budget Request Franklin Transit Authority

Outline

- Purpose of Department
- Organization Chart
- Base Budget Request
 - Personnel
 - Operations
 - Capital
- Program Enhancements
- Summary





City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

Purpose of Department

Mission: The Franklin Transit Authority connects people and places by providing efficient, effective and affordable transportation services.

Responsibilities:

- ◆ The planning, operations, and management of the small urban public transit system
- ◆ Operating six days a week, featuring fixed route service as well as Transit On Demand (TODD), a pre-arranged curb-to-curb service, within the City of Franklin.
- ◆ The TMA Group is the contractor of record for the operations and management of the Franklin Transit Authority. The TMA Group is a regional leader in customizing innovative, environmentally friendly, multimodal transportation solutions for employers and communities.



City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

64% of Annual Trips – Employment FY 2015

Increase of 10% from FY 2014

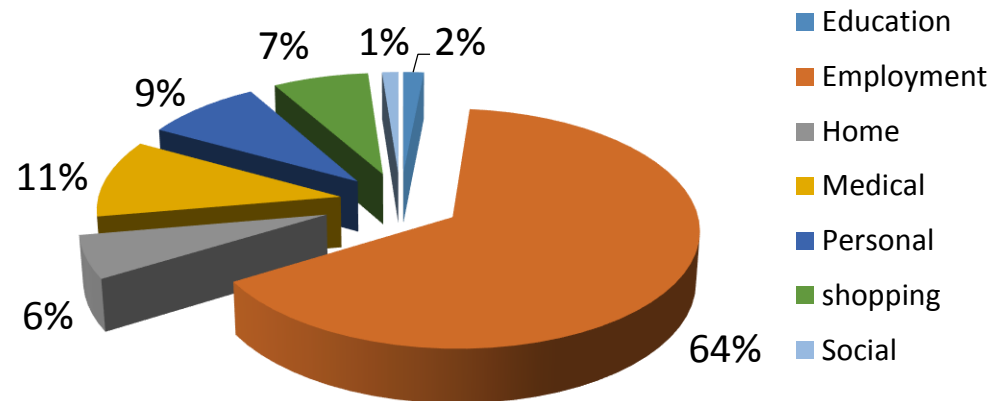
Serving our Franklin citizens with transportation back and forth to work within the City of Franklin – 45 leading employers:

Aetna, Chick Fil A (Franklin & Cool Springs) CompuPay, CoolSprings Galleria, Ford Motor Credit, Health Tech Holdings, HCA, Hilton Cool Springs, Jackson Life, Kroger's, Macys, Maxor Pharmacy, NHC (Franklin and Cool Springs), Nissan North America, Our Thrift Store, Publix, Puckett's, Target, Thrift Smart, Verizon, Video Gaming Technologies, Wal-Mart, etc.

Recognized by RTA as transit agency in region with consistent increasing ridership throughout FY 2015

Franklin's public transit system selected as a transportation project for inclusion in the MPO 2035 Regional Transportation Plan adopted by Mayors, promoting livability, prosperity, sustainability and diversity.

Franklin Transit Authority FY 2015



15% Ridership Increase Fixed Route Service FY 2015

15% Ridership Increase TODD Service FY 2015

11% of Annual Trips Medical

9% of Annual Trips Education

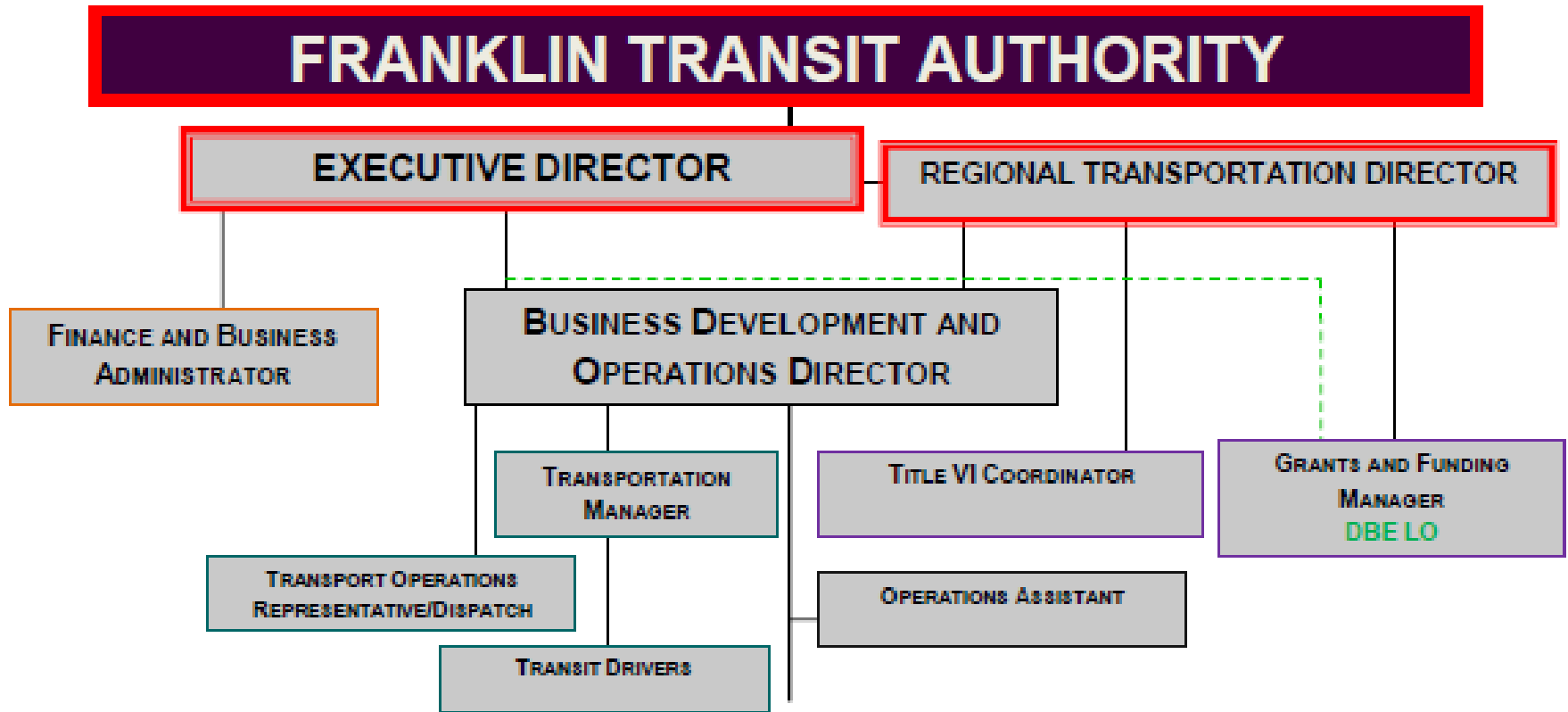
(partnership with CHS and FHS)

NICHE MARKET SERVICE: Main Street, Sesquicentennial, Art Crawl, BrewFest, Wine Down Main Street, Vintage Affair, Holly Trolley, New Year's Eve, etc.

City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

Organization Chart



Franklin Transit Authority is operated and managed under contract by The TMA Group. All personnel are employees of TMA.



City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

Base Budget Request: Summary

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Revenues							
TRANSIT OPERATIONS GRANT (FED/ST)	719,368	945,312	977,910	963,822	898,966	(78,944)	-8.1%
TRANSIT PLANNING GRANT					39,375		
TRANSIT CAPITAL GRANT (FED/STATE)	-	94,207	112,500	112,500	202,500	90,000	80.0%
TRANSIT FARES	86,093	94,314	87,600	90,984	101,000	13,400	15.3%
CHARTERS	11,360	7,939	13,000	13,000	10,000	(3,000)	-23.1%
INTEREST INCOME	12,844	11,820	10,000	3,200	3,200	(6,800)	-68.0%
RENTAL INCOME	9,700	9,700	9,700	9,700	9,700	-	0.0%
SALE OF SUPPLUS ASSETS	-	-	7,500	-		(7,500)	-100.0%
TRANSFER FROM THE GENERAL FUND	434,064	446,372	499,400	528,712	543,569	44,169	8.8%
Total Available Funds	1,273,429	1,609,664	1,717,610	1,721,918	1,808,310	51,325	3.0%
Expenses (Operations)							
VEHICLE LICENSES & TITLES	30	30	-	-	-	-	
COMPUTER HARDWARE (<\$25,000)	665	-	-	-	-	-	
COMPUTER SOFTWARE (<\$25,000)	8,857	-	-	-	-	-	
TRANSIT OPERATIONS	1,208,463	1,554,219	1,592,610	1,596,918	1,539,560	(53,050)	-3.3%
TRANSIT PLANNING					43,750	43,750	
MACHINERY & EQUIPMENT (>\$25,000)	55,414	55,415	125,000	125,000	225,000	100,000	80.0%
Total Expenditures	1,273,429	1,609,664	1,717,610	1,721,918	1,808,310	90,700	5.3%



City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

GRANTS FY 15-16

\$793,328 Federal
\$250,000 State UROP
\$98,665 State Match

FUNDING INCREASE =
\$41,583

Funding available to Franklin Transit Authority in active grants with the Federal Transit Admin. and TDOT are secured.

Base Budget Changes FY 2015 vs. 2016

Revenues: The 2016 budget is anticipating an increase in revenues from \$1,717,610 in 2015 to \$1,808,310 in 2016.

	(\$76,180)	Capital Cost of Contracting federal grant funds are reduced to reflect allowable expenditures as opposed to available funds.
	\$85,008	Preventive Maintenance 5307 grant funds, previously included in the aggregate total grant funds, are now separated because of federal formula differences between capital cost of contracting and preventive maintenance.
	\$22,400	5307 Grant funds designated for ungrades of Route Match digital operations software will be available in 2016.
	(\$57,938)	Planning grant funds are reduced to reflect allowable expenditures as opposed to available funds.
life and system from	\$225,000	Capital grant funds for replacement of two revenue vehicles which have exceeded their useful life are scheduled to be replaced. Enhancements to the safety and security of the Transit outside threats are also included
	\$\$\$\$\$\$	City of Franklin General Fund includes * local match of Federal dollars of \$9,500 for security and safety enhancements. * local match of Federal dollars of \$12,500 for replacement transit vehicles. * local match of Federal dollars of \$13,500 for New Freedoms grant (senior and disabled mobility) *

Expenses: \$122,960 Increase in driver related payroll and benefits.
(\$20,000) Fuel – based on estimated forecast of 2016 fuel price.
(\$31,950) Reduction or elimination of non safety sensitive expenses.



City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

Base Budget Request: Capital

The 2016 budget includes plans for purchasing two replacement 12-passenger ADA-compliant vehicles; in addition to upgrades in equipment security. Capital Grant Funding has been secured (Federal & State); the match portion needed from the City General Fund is \$22,500.

		T-20	T-20
CAPITAL EXPENDITURES		2015 Budget	2016 Budget
Vehicles, Revenue		\$ 125,000	\$ 130,000
Equipment, Security			95,000
TOTAL CAPITAL EXPENDITURES		\$ 125,000	\$ 225,000



City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

Program Enhancement Requests

The Safety and Security of the Transit System is a fundamental requirement of the Franklin Transit Authority, Federal Transit Administration and a recommendation of Homeland Security. The threat of a terrorist act by the means of a transit asset or system is a reality in today's world.

The Program enhancements will include Smart Security systems to monitor and control access to the fleet storage building and the vehicles. The program will also include video monitoring of the facility.

The Franklin Transit Authority has received Federal funds of \$95,000 for this purpose. The local match required from the City of Franklin is \$11,875.



City of Franklin, Tennessee - FY 2016 Budget Request

Franklin Transit Authority

- * 85,000 trips connecting Franklin residents to jobs, medical, education & leisure activities.
- * 15% increase in transit trips within the system.
- * Primary growth of ridership is reflected in customers using transit for work and city events.
- * Celebrated one full year of preventable accidents within the Franklin Transit system; 7 years tenured drivers.
- * City's contribution to transit connectivity is \$5.88 per transit trip.
- * Cool Springs Transportation study is entering public comment phase this spring. This study will assist us all in developing the future vision of local and regional transit for Franklin.





City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference \$	%
Revenues							
TRANSIT OPERATIONS GRANT (FEDERAL)	719,368	945,312	977,910	963,822	938,341	(39,569)	-4.0%
TRANSIT CAPITAL GRANT (FED/STATE)	-	94,207	112,500	112,500	202,500	90,000	80.0%
TRANSIT FARES	86,093	94,314	87,600	90,984	101,000	13,400	15.3%
CHARTERS	11,360	7,939	13,000	13,000	10,000	(3,000)	-23.1%
INTEREST INCOME	12,844	11,820	10,000	3,200	3,200	(6,800)	-68.0%
RENTAL INCOME	9,700	9,700	9,700	9,700	9,700	-	0.0%
SALE OF SURPLUS ASSETS	-	-	7,500	-	12,000	4,500	60.0%
TRANSFER FROM GENERAL FUND	434,064	446,372	499,400	528,712	531,569	32,169	6.4%
Total Available Funds	1,273,429	1,609,664	1,717,610	1,721,918	1,808,310	90,700	5.3%
Expenses (Operations)							
VEHICLE LICENSES & TITLES	30	30	-	-	-	-	#DIV/0!
MACHINERY & EQUIPMENT (<\$25,000)	-	-	-	-	-	-	#DIV/0!
COMPUTER HARDWARE (<\$25,000)	665	-	-	-	-	-	#DIV/0!
COMPUTER SOFTWARE (<\$25,000)	8,857	-	-	-	-	-	#DIV/0!
TRANSIT OPERATIONS	1,208,463	1,554,219	1,592,610	1,596,918	1,583,310	(9,300)	-0.6%
GRANT PROGRAMS	-	-	-	-	-	-	#DIV/0!
MACHINERY & EQUIPMENT (>\$25,000)	55,414	55,415	125,000	125,000	225,000	100,000	80.0%
COMPUTER SOFTWARE (>\$25,000)	-	-	-	-	-	-	#DIV/0!
Total Expenditures	1,273,429	1,609,664	1,717,610	1,721,918	1,808,310	90,700	5.3%
Ending Balance	-	-	-	-	-	-	#DIV/0!

Notes & Objectives

This box is to describe any planned changes in budget (either revenues or expenses) in FY 2016.

2016 Budget - Transit Fund

Transfer from General Fund Calculation

5307 Preventive Maintenance	\$	85,008	
TDOT Operating Assistance	\$	250,000	
New Freedom - RTA	\$	40,500	
Federal 5339 -	\$	36,450	
Federal 5307 - Capital Cost of Contracting	\$	461,808	
Other 5307 Funding	\$	25,200	
Operating Grant Revenue (where TMA writes "check")			\$ 898,966
5307 Transit Planning			\$ 39,375
Capital Grant Revenue (where City writes "check")			\$ 202,500
Charter Revenue	\$	10,000	
Transit Fare Revenue	\$	85,000	
Holly Trolley Fare Revenue	\$	16,000	
Transit Fare Revenue			\$ 111,000
Interest Income (Pinnacle Bank)			\$ 3,200
Rental Income - Transit Building	\$	9,600	
Rental Income - Equipment	\$	100	
Rental Income			\$ 9,700
Sale of Surplus Assets			\$ -
Total Revenue			\$ 1,264,741
Transit Operations Costs			\$ 1,539,560
Transit Planning Costs			\$ 43,750
Transit Capital Costs			\$ 225,000
Total Expenditures			\$ 1,808,310
Net Income (Transfer from General Fund)			\$ 543,569



City of Franklin, Tennessee
FY 2016 Operating Budget Request

Economic Development

Eric Stuckey, City Administrator



City of Franklin, Tennessee - FY 2016 Budget Request Economic Development

Outline

- Purpose of Fund
- Summary



City of Franklin, Tennessee - FY 2016 Budget Request

Economic Development

Purpose of Department

This department is used to identify payments specifically related to economic development. An allocation is made for economic development of \$25,000 plus an additional amount for the Greater Nashville Regional Council of \$13,919. Membership to the Nashville Area Chamber of Commerce is \$3,000 and the Metropolitan Planning Organization is budgeted at \$7,811. \$20,000 is included for continued funding of the business retention program being conducted by the Economic Development Office with the new Chamber of Commerce.

An additional allocation for the Williamson County Convention and Visitors Bureau is budgeted in the Hotel Tax Fund.



City of Franklin, Tennessee - FY 2016 Budget Request

Economic Development

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Expenditures	46,313	52,811	69,730	69,730	70,008	278	0.40%
Economic Development	46,313	52,811	69,730	69,730	70,008	278	0.40%

Note: Budget may be modified slightly moving forward.

Summary of Performance Measures

Economic Development activities are important in two of the four (4) themes of the strategic plan



Quality Life Experiences



Sustainable Growth & Economic Prosperity

Work will continue in FY 2016 to meet FranklinForward goals through means of Economic Development.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Economic Development

Eric Stuckey, City Administrator

Budget Summary

	2013	2014	2015		2016	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Base Budget	\$	%
Expenditures	46,313	52,811	69,730	69,730	70,008	278	0.40%
Economic Development	46,313	52,811	69,730	69,730	70,008	278	0.40%

Department Summary

This department is used to identify payments specifically related to economic development. An allocation is made for economic development of \$25,000 plus an additional amount for the Greater Nashville Regional Council of \$13,919. Membership to the Nashville Area Chamber of Commerce is \$3,000 and the Metropolitan Planning Organization is budgeted at \$7,811. \$20,000 is included for continued funding of the business retention program being conducted by the Economic Development Office with the new Chamber of Commerce.

An additional allocation for the Williamson County Convention and Visitors Bureau is budgeted in the Hotel Tax Fund.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the challenges and demands of the future.

Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Quality of Life Experiences



Creating desirable life experiences: Franklin will continue to be a destination to live and work that ranks among the best in the nation.

Goal: To remain below the national Cost of Living Index of 100.

Baseline: 89 on index of 100 (Williamson County Chamber of Commerce).

Goal: To improve ranking as one of the best cities for start-up businesses in the United States.

Baseline: Ranked top 50 in the nation (http://images.businessweek.com/ss/09/03/0327_smallcity_startups/43.htm).

Sustainable Growth & Economic Prosperity



Franklin will pursue growth and development that embraces its historic context and encourages revenue generation.

Opportunities for increasing tourism experiences.

Goal: To increase tourist visits to Franklin.

Baseline: Carnton Plantation, Carter House and Lotz House had 80,000 visitors in 2012 (www.carnton.org).

Goal: To increase the number of participants in conventions, conferences, and meetings in the Conference Center

Baseline: [Need 2012 fiscal year data on number of participants or equivalent proxy]

Opportunities for revenue enhancements through tourism and sales revenues.

Goal: To increase the revenue generated from Hotel/Motel taxes.

Baseline: Franklin received \$2,193,109.16 in Hotel/Motel Tax for the 2012 Fiscal Year (Department of Finance)

Goal: To increase sales tax revenue money greater than the annual state-wide sales tax growth.

Baseline: \$24.197 million in sales tax revenues were collected by the City of Franklin in 2012. (Financial Reports from City Finance Department)

Goal: Franklin will increase revenue over expenditures from conventions, meetings, and trade shows at the Conference Center

Baseline: [Review Conference Center data for appropriate metrics]

Franklin will expand and retain business and job opportunities within the community as well as the county.

Encourage job growth and retention within the city.

Goal: To increase the number of jobs in the city over the previous year.

Baseline: Franklin reported 33,750 total employment in June 2013. [Civilian Labor Force Summary, Labor Monthly Report, July 2013].

Goal: To decrease the unemployment rate within the city over the previous year below the county and state levels.

Baseline: Franklin's unemployment rate for 2013 was 5.5%. County rate for same period was 5.8% and state rate was 8.5% (both of which included Franklin rate) (Source: Civilian Labor Force Summary, Labor Monthly Report, July 2013).

Encourage expansion and retention of business opportunities in the City of Franklin.

Goal: To increase the net number of business licenses within the city over the previous year.

Baseline: Franklin issued 427 new business licenses in FY2012 (Revenue Management)

Baseline: Franklin has 5,302 total active business licenses in 2012 (2012 Development Report).

Goal: To increase the number of small businesses over the previous year.

Baseline: Franklin has X number of small businesses. Williamson County has 5,910 businesses with <100 employees. (2010 Census for Williamson County)

Goal: To increase the number of businesses with more than 100 employees over the previous year.

Baseline: Franklin has 50 businesses with more than 100 employees (Williamson County Chamber of Commerce).

Goal: To increase the success of Fortune 1000 companies located in Franklin over the previous year.

Baseline: The number of local people employed by Fortune 1000 companies in Franklin was 11,971 (2012).

Goal: To reduce retail and commercial vacancy rates within Franklin to 30% or less than Nashville MSA rate.

Baseline: Franklin retail and commercial vacancy rate for 3rd Q 2013 was 3.8%. Nashville MSA rate was 9.4%.

Target of 30% of Nashville rate is 6.58% (Source: Cassidy Turley Office Market Snapshot, @ WilliamsonProsper.com)

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

		2012	2013	2014	2015*	2016*
	TBD					

Efficiency Measures

		2012	2013	2014	2015*	2016*
	TBD					

Outcome (Effectiveness) Measures

		2012	2013	2014	2015*	2016*
Creating desirable life experiences: Franklin will continue to be a destination to live and work that ranks among the best in the nation.						
	Remain below the national Cost of Living Index of 100.					
	Current Rating	N/A	89	89	TBD	TBD
	Target	N/A	< 100	< 100	< 100	< 100
	Meets Target?	N/A	Yes	Yes	TBD	TBD
		2012	2013	2014	2015*	2016*
	Improve ranking as one of the best cities for start-up businesses in the United States.					
	Current Rating	N/A	43	43	TBD	TBD

	Target	N/A	Top 50	Top 50	N/A	N/A
	Meets Target?	N/A	Yes	Yes	TBD	TBD
Franklin will pursue growth and development that embraces its historic context and encourages revenue generation.						
	Opportunities for increasing tourism experiences.					
	Increase tourist visits to Franklin.					
	Visits to Carnton Plantation, Carter House and Lotz House	80,000	Data to be collected			
	Target	80,000	Data to be collected			
	Meets Target?	Yes	TBD	TBD	TBD	TBD
	Increase the number of participants in conventions, conferences, and meetings in the Conference Center					
	Baseline: [TBD from FY 2012 data on # of participants or equivalent proxy]					
	Target	N/A	Data to be collected			
	Meets Target?	N/A	TBD	TBD	TBD	TBD
	Opportunities for revenue enhancements through tourism and sales revenues.					
	Increase the revenue generated from Hotel/Motel taxes.	\$ 2,193,109	\$ 2,329,826	\$ 2,683,341	\$ 2,804,480	\$ 2,958,726
	Target (more than previous year)	\$ 1,905,708	\$ 2,193,109	\$ 2,329,826	\$ 2,683,341	\$ 2,804,480
	Meets Target?	Yes	Yes	Yes	Yes	Yes
	Increase sales tax revenue money greater than the annual state-wide sales tax growth.					
	Franklin Collections (in \$ millions)	\$24.197	\$25.995	\$27.254	\$28.759	\$29.909
	Franklin Collection Increase	6.5%	7.4%	4.8%	5.5%	4.0%
	State Collections (in \$ billions)	\$6.900	\$7.012	\$7.29	\$7.612	\$7.878
	State Collection Increase	6.3%	1.6%	3.9%	4.5%	3.5%
	Meets Target?	Yes	Yes	Yes	Yes	Yes
	Increase revenue over expenditures from conventions, meetings, and trade shows at the Conference Center					
	Baseline: [Review Conference Center data for appropriate metrics]					
	Target	N/A	Data to be collected			
	Meets Target?	N/A	TBD	TBD	TBD	TBD
Franklin will expand and retain business and job opportunities within the community as well as the county.						
	Encourage job growth and retention within the city.					
	Increase the number of jobs in the city over the previous year.	N/A	33750	Data to be collected		
	Target	N/A	33750	< 33750	< 33750	< 33750
	Meets Target?	N/A	Yes	TBD	TBD	TBD
	Decrease the unemployment rate within the city over the previous year below the county and state levels.					
	Franklin's Unemployment Rate	5.9%	5.5%	5.3%	5.3%	5.2%
	Williamson County Unemployment Rate	6.1%	5.9%	5.7%	TBD	TBD
	Tennessee's Unemployment Rate	8.7%	8.5%	7.4%	TBD	TBD
	Target (Franklin's U/I for preceding year)	7.5%	5.9%	5.5%	5.3%	5.2%
	Meets Target(s)?	N/A	Yes	Yes	TBD	TBD

	2012	2013	2014	2015*	2016*
Encourage expansion and retention of business opportunities in the City of Franklin.					

	Increase the net number of business licenses within the city over the previous year.					
	New business licenses	427	410	406	400	400
	Total Active business licenses	5302	5334	5711	5800	5900
	Meets Target(s)?	N/A	Yes	Yes	TBD	TBD
	Increase the number of small businesses over the previous year.					
	Baseline: Franklin has X number of small businesses. Williamson County has 5,910 businesses with <100 employees. (2010 Census for Williamson County)					
	# of Small Businesses in Franklin	Data to be collected				
	Target	Data to be collected				
	Meets Target?	TBD	TBD	TBD	TBD	TBD
	Increase the number of businesses with more than 100 employees over the previous year.					
	# of businesses in Franklin with more than 100 employees	N/A	50	Data to be collected		
	Target	N/A	50	Data to be collected		
	Meets Target?	N/A	Yes	TBD	TBD	TBD
	Increase the success of Fortune 1000 companies located in Franklin over the previous year.					
	# of local people employed by Fortune 1000 companies in Franklin	11,971	Data to be collected			
	Target	11,971	Data to be collected			
	Meets Target?	Yes	TBD	TBD	TBD	TBD
	Reduce retail and commercial vacancy rates within Franklin to 30% or less than Nashville MSA rate.					
	Franklin Retail & Commercial Vacancy Rate	N/A	3.80%	Data to be collected		
	Nashville MSA Retail & Commercial Vacancy Rates	N/A	9.40%	Data to be collected		
	Target	N/A	6.58%	Data to be collected		
	Meets Target?	N/A	Yes	TBD	TBD	TBD



City of Franklin, Tennessee **FY 2016 Operating Budget Request**

Organizational Chart

There is no organization chart associated with Economic Development. It is supported by personnel within Administration.

Staffing by Position

There are no staff formally associated with Economic Development. It is supported by personnel within Administration.



City of Franklin, Tennessee

FY 2016 Operating Budget Request

Budget

	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Base 2016	Difference	
						\$	%
Economic Development / Tourism	25,380	25,000	25,000	25,000	25,000	-	0.0%
Greater Nashville Regional Council	13,122	-	13,919	13,919	14,197	278	2.0%
Nashville Area Chamber of Commerce	-	-	3,000	3,000	3,000	-	0.0%
Nashville Area MPO	7,811	7,811	7,811	7,811	7,811	-	0.0%
Special Event Grant Expenditures	-	-	-	-	-	-	0.0%
Williamson Chamber Econ Dev - Franklin share	-	20,000	20,000	20,000	20,000	-	0.0%
Total Expenditures	46,313	52,811	69,730	69,730	70,008	278	0.4%
Ending Fund Balance	46,313	52,811	69,730	69,730	70,008	278	0.4%

Notes & Objectives

[illegible]

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.: 2015-020 (financial and compliance auditing services for City of Franklin)						
Notice to proposers published in the 1/15/15 Williamson Herald on:						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals: 20 / 7						
Date and time proposal due and publicly opened: 2/19/15 2:00 PM						
Present at opening of proposals: John Hillis of Crosslin & Associates; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation will be considered: 3/24/15						
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Total quoted fee for audit of FY2015:	Payment terms:	Proposal is valid and may be accepted through:
Alexander Thompson Arnold PLLC 227 Oil Well Rd. Jackson, TN 38305 Michael M. Hewitt, Partner 731/427-8571 mhewitt@atacpa.net	Yes	Proposer takes no exceptions	86.36	\$55,000	net 30 days	5/31/2015
Carr, Riggs & Ingram, LLC 3011 Armory Dr., Suite 190 Nashville, TN 37204 Tim Martin, Business Development Executive 615/665-1811 tmartin@cricpa.com	Yes	Proposer takes no exceptions	82.79	\$45,000	net 30 days	6/30/2015
Crosslin & Associates, PLLC 3803 Bedford Ave., Suite 103 Nashville, TN 37215 J. Dell Crosslin, Managing Principal 615/320-5500 dell.crosslin@crosslinpc.com	Yes	Proposer takes no exceptions	91.50	\$47,500	net 30 days	6/17/2015
Henderson Hutcherson & McCullough, PLLC 1200 Market St. Chattanooga, TN 37402 Ladell McCullough, CPA lmccullough@hhmcpas.com 423/756-7771	Yes	Proposer takes no exceptions	85.60	\$36,900	not indicated	indefinitely
Jobe, Hastings & Associates P.O. Box 1175 Murfreesboro, TN 37133-1175 James R. Jobe, Partner 615/893-7777 jimjobe@jobehastings.com	Yes	Proposer takes no exceptions	77.32	\$48,500	net 30 days	5/31/2015
KraftCPAs PLLC 555 Great Circle Rd. Nashville, TN 37228 Beverly Horner, Member, Assurance Services 931/388-3711 bhomer@kraftcpas.com	Yes	Proposer takes no exceptions	83.26	\$50,000	net 30 days	5/31/2015
Patterson, Hardee & Ballentine, P.C. 1889 General George Patton Dr., Suite 200 Franklin, TN 37067 Sarah C. Hardee, Audit Principal 615/750-5537 sarah@phbcpas.com	Yes	Proposer takes no exceptions	53.43	\$40,000	net 30 days	6/30/2015

*Shaded submittal is the submittal scored highest by the proposal evaluation team

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0060)

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

1. CITY issued (a) on January 16, 2015 Purchasing Office Solicitation Nos. 2015-020 and 2015-021, a procurement solicitation for proposals for financial and compliance auditing services for the fiscal year ending June 30, 2015, with up to four (4) additional consecutive one-year optional renewals for fees established at the time of the initial proposal, for a maximum possible term of award of auditing five (5) fiscal years total, (b) on February 4, 2015 Addendum No. 1 to Purchasing Office Solicitation Nos. 2015-020 and 2015-021, and (c) on February 16, 2015 Addendum No. 2 to Purchasing Office Solicitation Nos. 2015-020 and 2015-021 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a proposal ("SUBMITTAL") dated February 19, 2015 for financial and compliance auditing services for audit of CITY, a copy of which SUBMITTAL is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has provided two (2) Certificates of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that collectively meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificates of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificates of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included in its SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR.

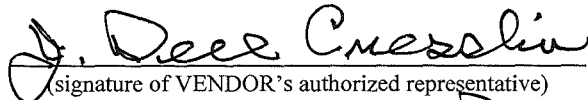
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0060)

8. VENDOR has now prepared a Contract to Audit Accounts of CITY ("CONTRACT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on March 24, 2015 and now desires to retain VENDOR to render financial and compliance auditing services for audit of CITY for the fiscal year ending June 30, 2015, with up to four (4) additional consecutive one-year optional renewals for fees established at the time of the initial proposal, for a maximum possible term of award of auditing five (5) fiscal years total, pursuant to SOLICITATION, SUBMITTAL and CONTRACT.
10. The term of award shall be for audit of the fiscal year ending June 30, 2015. At any time after commencement but before or as soon as practicable after the completion of the scope of work, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for the audit of one (1) additional fiscal year, for a maximum possible term of award of auditing five (5) fiscal years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, based upon fees for the respective extension established at the time of the initial proposal; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the end of the fiscal year to be audited that would be the subject of the next possible extension. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) CONTRACT; (b) this AGREEMENT; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Managing Principal

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0060)

Attachment No. 1

SOLICITATION

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written proposals in the City's Purchasing Office, City Hall, Suite 107, 109 3rd Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on February 17, 2015, at which time and location they will be publicly opened, for the following procurement: municipal financial and compliance auditing services (Purchasing Office Solicitation Nos. 2015-020 and 2015-021). Proposals must be prepared and submitted in accordance with the City of Franklin's request for proposals and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklintn.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklintn.gov; 615/550-6692). The City reserves the right to reject any and all proposals, and to waive formalities.

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DATE OF PUBLICATION OF THIS NOTICE TO PROPOSERS: **January 15, 2015**

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

1. Solicitation identified: These instructions apply to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Solicitation packet component documents: These Instructions for Proposers accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Proposers;
 - b. Instructions for Proposers (this document);
 - c. Request for Proposals;
 - d. Proposal Submittal Form;
 - e. Affidavit of Non-Collusion;
 - f. Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form; and
 - i. Indemnification Agreement.
3. Location of opening of proposals: The opening of proposals will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of proposals”), or at another location within the City of Franklin City Hall. If the location of the opening of proposals is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of such opening of proposals.
4. Who may attend openings of proposals: City of Franklin openings of proposals are open to the public. Proposers are specifically welcome to attend.
5. Withdrawal of proposals; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the proposal submittal deadline, submitted proposals may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn proposals may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a proposal and such a request to return a withdrawn proposal must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the proposal submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the proposal submittal deadline, submitted proposals may not be withdrawn.
 - c. Before award, all proposals and associated pricing as submitted shall be considered valid and may be accepted by the City at least through **May 31, 2015** and until the date indicated on the proposer’s Proposal Submittal Form as the “last date that proposal and associated pricing is valid and may be accepted by the City,” up to when the proposed product is no longer available for purchase new.
 - d. Upon award, the accepted proposal and associated pricing shall be considered valid for the term of award (see Request for Proposals).

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

6. Simultaneous but separate procurements: The Request for Proposals identifies two (2) separate scopes of work. Each scope of work is being competitively purchased separately and independently. The City anticipates making two awards – one for each scope of work. Potential service providers are invited to submit proposals for either or both scopes of work. Proposals may be submitted either individually or collectively. Proposers shall mark the Proposal Submittal Form to indicate the scope(s) of work for which the vendor is submitting a proposal. The City may award each scope of work to the same or different proposers.
7. Submittal timing: Proposals are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Proposals delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
8. Proposals rejected on account of timing: Submitters of proposals rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Proposals rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all proposals rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
9. Proposal to be sealed: Each proposal shall be submitted inside one (1) or more sealed container(s).
10. Submittal to include one (1) set of original documents plus one (1) complete digital set: Please submit one (1) set of proposal documents on paper with original signatures plus one (1) exact and complete digital set. The digital set shall be loaded on either a CD or a flash drive that itself is labeled with the proposer's name. The digital set shall be submitted along with the proposal documents on paper. The contents of the digital set shall contain no more and no less than, and shall be in the same order as, the contents of the proposal documents on paper. For each scope of work for which the proposer is competing, the contents of the digital set shall consist of exactly two (2) files – one for the cost proposal and one for the entire remainder of the proposal, including the technical proposal. Thus, if the proposer is competing for both scopes of work, the contents of the digital set shall consist of exactly four (4) files.
11. Proposal submittal contents: Included with the proposal are to be the following:
 - a. City of Franklin Proposal Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of proposed service(s);
 - c. Identification, listing and description of any exceptions to the procurement solicitation;
 - d. Contact information for required references (see Request for Proposals);
 - e. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - f. Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;
 - g. City of Franklin Affidavit of Non-Collusion, executed in full; and
 - h. City of Franklin Affidavit of Title VI Compliance, executed in full.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

12. Proposal container label: The outside face of the proposal container(s) shall be labeled with the following information:
- a. the proposer's name and address; and
 - b. the following text:

SEALED PROPOSAL
City of Franklin solicitation nos. 2015-020 &/or 2015-021 (auditing services)
NOT TO BE OPENED EXCEPT AT
PROPOSAL OPENING February 17,
2015, 2:00 p.m. Central Time
13. Delivery of proposals:
- a. Proposals are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
 - b. Proposals must be printed on paper and signed. A proposal may be mailed via U.S. Mail or shipped or hand-delivered via courier. Proposals submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
 - c. A proposal is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A proposal that is en route via U.S. Mail or courier, or delivery of a proposal to another City office or location, does not in and of itself constitute delivery of that proposal to the City of Franklin Purchasing Office.
 - d. The Purchasing Office shall exclusively determine whether a proposal was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.
14. Tabulation of proposals; notice of intent to award: The tabulation of proposals received, as prepared by the City, may also indicate a recommendation as to the selection of the proposal that best meets the needs of the City, in which case the tabulation of proposals received also functions as the City's notice of intent to award. Proposers may request a copy of the tabulation of proposals received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of proposals received and notice of intent to award (see Request for Proposals).

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

15. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Request for Proposals for tentative date of award. Purchases shall be awarded to the proposer who submits the proposal that best meets the needs of the City. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
16. Other documents to be required of successful proposer: Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the proposer to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement form, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City of Franklin Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
17. City's right to reject proposals, waive formalities: The City of Franklin reserves the right to reject any and all proposals, and to waive formalities.
18. Errors and omissions (see also "Withdrawal of proposals; expiration of submittal validity" above):
 - a. Errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet that are discovered by the vendor before submittal shall be corrected by the vendor. If such a correction results in altering but not replacing one or more documents, then the vendor's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the proposer on the Proposal Submittal Form or elsewhere in the proposer's submittal packet that are discovered by the proposer after submittal but before the proposal submittal deadline may be corrected by the proposer but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED PROPOSAL" and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original proposal documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the proposal submittal deadline.
 - c. Uncorrected errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the vendor may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal. In the case of a discrepancy between the vendor's unit price for a particular line item as quoted in the proposal and the unit price calculated by dividing the vendor's extension price for that same line item by the quantity indicated for that same line item, then the vendor's unit price for that line item as quoted in the proposal shall prevail.

- d. Omissions from a vendor's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal.

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

City of Franklin Purchasing Office (see address above)

purchasing@franklintn.gov

Tel: 615/550-6692

Fax: 615/550-0079

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

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

- 20. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.
- 21. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklintn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

1. Solicitation identified: This Request for Proposals applies to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Notice to Proposers publication date: **January 15, 2015**
3. Solicitation release date: **January 16, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 29, 2015, 2:00 p.m. Central Time**
5. Proposals submittal deadline and scheduled opening: **February 17, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 6, 2015 or March 20, 2015
(depending upon whether interviews are conducted)**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 24, 2015 or April 28, 2015
(depending upon whether interviews are conducted)**
8. Objective: To secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin Finance Department the financial and compliance auditing services as described below. See the accompanying Instructions for Proposers for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to this procurement solicitation, potential proposers may request revisions to the same before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for Proposers for contact information.
 - b. Any deviation or variance from this procurement solicitation shall be considered to be an exception.
 - c. Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the proposal.

10. General terms and conditions:

- a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).
- b. Delivery terms: As a matter of practice, the City expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in this procurement solicitation the same as though they are written out in full herein.
- e. Use of subcontractors: The successful proposer may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area: The successful proposer will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the proposer and/or the proposer's subcontractors, if any.
- g. Other documents to be required of successful proposer: See the accompanying "Instructions for Proposers" for a listing of other documents to be required of the successful proposer.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

- h. Damages: The successful proposer shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any damaged property to the satisfaction of the City at its own expense.
 - i. Terms and Conditions: By submitting its proposal, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
 - j. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
 - k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the vendor indemnifies and holds the City harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
11. Detailed requirements: Please note:
- Proposers are required to submit with their proposal a detailed description of all proposed products, items and/or services.
 - Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

11.1. Purpose of procurement solicitation

The City of Franklin, Tennessee (“City”) seeks proposals from interested and qualified auditors for the performance of a complete financial and compliance audit of both the City and the Conference Center at Cool Springs (“Conference Center”), a joint venture between the City and Williamson County, Tennessee (“County”), each audit to be conducted in accordance with the laws and requirements of the State of Tennessee.

11.2. Scopes of work

11.2.1. In the case of Procurement Solicitation No. 2015-020, the audit will examine the financial statements and records of all funds, account groups and grant contracts of the City.

11.2.2. In the case of Procurement Solicitation No. 2015-021, the audit will examine the financial statements and records of the Conference Center. As the Conference Center is jointly owned by the City and the County, both municipal and county audit requirements promulgated by the Comptroller of the Treasury of the State of Tennessee need to be met. Relative to the Conference Center scope of work, the City is acting on behalf of both the City and the County.

11.3. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered for the fiscal year ending June 30, 2015. At any time after commencement but before or as soon as practicable after the completion of the scope of work, the City and the vendor may exercise an option to extend the term of award four (4) times, each time for the audit of one (1) additional fiscal year, for a maximum possible term of award of auditing five (5) fiscal years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, based upon fees for the respective extension established at the time of the initial proposal; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the end of the fiscal year to be audited that would be the subject of the next possible extension. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

11.4. General Requirements

11.4.1. The audit shall be conducted in accordance with generally accepted auditing standards as prescribed by the American Institute of Certified Public Accountants, generally accepted government auditing standards prescribed by the comptroller General of the United States, and other requirements which may be prescribed by the Comptroller of the Treasury of the State of Tennessee. In addition, the audit shall be conducted in accordance with U.S. Office of Management and Budget (OMB) Circular A-133 and other applicable Federal Management Circulars.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

- 11.4.2.** If applicable, the audit shall conform to those standards, procedures, and reporting requirements set forth in the “Audit Manual for Governmental Units and Recipients of Grant Funds” published by the Comptroller of the Treasury of the State of Tennessee. Any deviation from said standards and procedures shall be approved in writing by the Comptroller of the Treasury prior to the execution of the contract to audit.
- 11.4.3.** The auditor shall, as part of the written report of audit, include an expression of an opinion that the financial statements are fairly stated, or qualified as to certain funds or items in the financial statements, or a disclaimer of opinion and the reasons therefore, and shall explain in every detail any unusual items or circumstances under which the auditor was unable to reach a conclusion. This report shall state that generally accepted governmental auditing standards have been followed in the audit.
- 11.4.4.** The auditor shall provide an electronic copy of the audit in PDF or Microsoft Word and Excel formats. The auditor shall file copies of said audit with the Comptroller of the Treasury and with the appropriate officials of grantor agencies if applicable. If a management letter or any other reports or correspondence relating to findings or recommendations are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no material matters not also disclosed in the findings found in the published report of audit).
- 11.4.5.** Unless other dates are agreed upon, the audit shall begin no later than September 1, a draft electronic copy of the Comprehensive Annual Financial Report shall be submitted to the City no later than October 31, and the audit report shall be completed by November 30, all dates of the same calendar year as the end of the fiscal year being audited.
- 11.4.6.** The auditor shall agree to retain working papers for no less than five (5) years. All audit working papers shall, upon request, be made available for review by the staff, representatives, agents, and legal counsel of the City or the Comptroller of the Treasury of the State of Tennessee during normal working hours while the audit is in progress and/or subsequent to the completion of the report.
- 11.4.7.** Progress payments may be made on the basis of work completed during the course of the audit.
- 11.4.8.** Should the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the City in writing of the need for additional investigation and the additional compensation required. Upon approval by the Comptroller of the Treasury, State of Tennessee, an additional agreement may be made by the City and the auditor for additional investigation. The changed agreement shall not ignore the routine portion of the audit to be performed as part of the normal audit.
- 11.4.9.** Any evidence of fraud, such as misappropriation, misfeasance, malfeasance, embezzlement or other illegal acts, shall be reported immediately to the Comptroller of the Treasury, who shall under all circumstances have the preemptive authority to directly investigate such matters at his discretion. The auditor shall advise the City of any evidence of fraud at the same time as the Comptroller of the Treasury.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

- 11.4.10.** The audit firm shall present in person the audit results to the City's Budget & Finance Advisory Committee, which also functions as the City's Audit Committee, at the conclusion of the audit. The findings and recommendations regarding compliance and internal control shall be discussed at said conference. Officials of the City (in the case of Procurement Solicitation No. 2015-020) and the Conference Center (in the case of No. 2015-021) shall have the opportunity to respond orally or in writing to the findings. Any such written responses shall be included in the audit report.
- 11.4.11.** The records of the City (in the case of Procurement Solicitation No. 2015-020) and the Conference Center (in the case of No. 2015-021) shall not be removed from their respective offices except with the express written permission of the City.
- 11.4.12.** All adjusting entries shall be submitted to the City (in the case of Procurement Solicitation No. 2015-020) and the Conference Center (in the case of No. 2015-021) with sufficient explanation so they can be easily understood and properly posted to the financial records. Reversing entries must also be presented with sufficient explanation.
- 11.4.13.** The Request for Proposal and the auditor's proposal shall become part of the audit contract as prescribed by the State Comptroller.
- 11.4.14.** In the case of Procurement Solicitation No. 2015-020, the auditor is expected to provide assistance as shall be necessary to enable the City to apply for the Certificate of Achievement for Excellence in Financial Reporting awarded by the Government Finance Officers Association, including the interpretation of financial reporting requirements associated with the Certificate program.
- 11.4.15.** The auditor shall also be required to assist with assessment and implementation of any revisions necessary as a result of GASB statements, etc.

11.5. General Information

- 11.5.1.** In the case of Procurement Solicitation No. 2015-020, by the end of August, the City shall have closed and balanced all accounts and shall have prepared preliminary computer generated year-end financial statements for all funds for examination by the auditor. Documents required for sampling purposes shall be generated by the auditor.

Accounting records are located in the Finance Department and City Recorder's Office at 109 3rd Avenue South, Franklin, TN 37064. The City utilizes a local-area network running Windows NT server with Windows XP and Microsoft Dynamics GP (Great Plains) software.

The operations of the City are accounted for in the general fund, ten special revenue funds (note: one of these ten are new in 2015), one debt service fund, one capital projects fund, one fiduciary fund (Pension Trust), and an enterprise fund (water/sewer/reclaimed water fund).

During fiscal year 2014, the City expended funds on the following federal grants:

City of Franklin Request for Proposals
Purchasing Office Solicitation No.: 2015-020 and 2015-021

U.S. Department of Justice	\$5,100
Tennessee Department of Transportation	\$802,126
U.S. Department of Housing and Urban Development	\$233,170
U.S. Department of Homeland Security - FEMA	\$91,419

Appendix A contains additional information on relevant volumes, frequencies and amounts at June 30, 2014.

- 11.5.2.** In the case of Procurement Solicitation No. 2015-021, by the end of August, the Conference Center shall have closed and balanced all accounts and shall have prepared preliminary computer generated year-end financial statements for examination by the audit firm. Documents required for sampling purposes shall be generated by the auditor.

Accounting records are located at the Conference Center at 700 Cool Springs Boulevard in Franklin, Tennessee.

Appendices B and C contain additional information from the most current audit.

11.6. Proposal Format

- 11.6.1.** The proposal shall consist of the following two components: a technical proposal and a fee proposal. The fee proposal shall be in a separately sealed envelope submitted at the same time as the technical proposal. Both technical and fee proposals shall be clearly identified as to the firm's name and the scope of work the proposal is addressing. All technical proposals will be evaluated and scored first without taking fee into consideration. After scoring all technical proposals, fee proposals will be reviewed and evaluated.
- 11.6.2.** See Instructions for Proposers for additional information.
- 11.6.3.** The technical proposal shall be styled at the discretion of the submitter. However, at a minimum, it must address these areas:
- 11.6.3.1.** Breadth and depth of the firm's governmental auditing experience, including any experience with the Government Finance Officers Association's Certificate of Achievement program.
- 11.6.3.2.** Organization size and structure of the firm, including a description of the organization of the audit staff and the assigned audit team.
- 11.6.3.3.** Qualifications of staff to be assigned to this audit, including education, position in the firm, and years and types of experience.
- 11.6.3.4.** Type and level of training provided to the firm's staff.
- 11.6.3.5.** A description of the proposed audit plan in general. Areas that may require particular audit emphasis should be specified, as well as the extent to which the assistance of City staff (in the case of Procurement Solicitation No. 2015-020) and Conference Center staff (in the case of No. 2015-021) will be required.
- 11.6.3.6.** Availability of the auditor to the agency for specialized consultation and support assistance on sensitive or highly specialized issues.

City of Franklin Request for Proposals

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- 11.6.3.7.** In the case of Procurement Solicitation No. 2015-020, a list of a minimum of three (3) references from other local government clients denoting any which have attained the Certificate of Achievement. Information to be provided shall include client name, client address, description of work, contact name and title, and contact telephone number.
- 11.6.3.8.** The firm should indicate in the fee proposal if it is willing to enter into a contract for one year, renewable annually for each of the next four (4) years at the City's option and upon approval of the Comptroller of the Treasury for the State of Tennessee. Fees for subsequent years should be quoted in accordance with requirements of the fee proposal.
- 11.6.3.9.** Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the City.
- 11.6.4.** The fee proposals must be submitted as follows:
- 11.6.4.1.** The base audit fee must be quoted either as a maximum fixed amount or rate per hour, with total estimated hours. If the latter method is used, a maximum amount must be stated. Any incidental expenses, such as travel and supplies, not included in the quoted fee must be estimated and provided. The audit fee must be stated so the amount can be easily determined. Hourly rates for services requested or required above the base audit must be quoted as well. The fee proposal shall describe the types of services that are not included in the base audit fee.
- 11.6.4.2.** If the firm is willing to enter into a renewal of the contract for up to four (4) subsequent years, then the renewal rates must be clearly stated either as a percentage increase over the prior year fee or as a fixed amount for the respective year.
- 11.6.4.3.** If the firm is unwilling to renew in any of the optional subsequent years, that must be clearly indicated as well.
- 11.7. Selection Process**
- 11.7.1.** At any point in the selection process, the proposer may be requested to submit information supplemental to its proposal. If deemed necessary, personal interviews may be conducted with representatives of one, some or all of the proposers.
- 11.7.2.** Proposals will be reviewed and evaluated by an evaluation team. In the case of Procurement Solicitation No. 2015-021, the evaluation team may be comprised of City, County, and/or Conference Center officials. Criteria to be used in evaluating the proposals will include the following:
- 11.7.2.1.** Qualifications and capabilities of the firm, its coordinating office and its management as measured by the number of firm employees and years in business and type of experience. (15% of total score)
- 11.7.2.2.** Makeup and qualifications of audit team as evidenced by the number of members assigned to the audit team, their educational background, their experience with the firm, and their experience in governmental auditing. (15% of total score)

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Purchasing Office Solicitation No.: 2015-020 and 2015-021

- 11.7.2.3.** Prior experience with local government audits and GFOA Certificate of Achievement programs, GASB 34 and a minimum of three (3) references from past governmental audits. (Information to be provided shall include client name, client address, description of work, contact name and title, and contact telephone number.) The evaluating team will consider number of governmental audits of like size, number of GFOA awards received by governmental units on which the firm provided audit services and prior GASB 34 experience in implementation, consulting, or training. (30% of total score)
- 11.7.2.4.** Understanding of the City's audit needs as indicated by a thorough and complete technical proposal clearly addressing in sufficient detail each requested item. (15% of total score)
- 11.7.2.5.** Fees both in the initial year and subsequent renewals to include consideration of the type and quantity of services provided in the base audit number. (25% of total score)
- 11.7.3.** The evaluation team will recommend an audit firm to the Budget & Finance Advisory Committee of the Board of Mayor and Alderman, who in turn may make its own recommendation to the full Board. The Board's approval, if granted, of a proposal will authorize the Mayor to execute a contract between the City and the selected audit firm. A contract will be awarded for audit of only the fiscal year ending June 30, 2015. Renewal of the contract for audit of the subsequent four (4) fiscal years, one year at a time, will be at the option of the Budget and Finance Advisory Committee and/or the Board of Mayor and Aldermen.
- 11.7.4.** The City reserves the right to reject any or all proposals, to waive technicalities or formalities and to accept any proposal deemed to be in the best interest of the City. Selection of an auditor and the contract to audit shall be subject to the approval of the Comptroller of the Treasury for the State of Tennessee.

11.8. Insurance Requirements

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

Type of Coverage	Limits of Coverage	Certificate of Insurance
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder only

For Procurement Solicitation No. 2015-020, the City of Franklin, Tennessee shall be issued a Certificate of Insurance and named as Certificate Holder.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

For Procurement Solicitation No. 2015-021, the following three (3) entities each shall be issued their own Certificate of Insurance and named as Certificate Holder:

- o City of Franklin, Tennessee
109 3rd Ave. South
Franklin, TN 37064
- o Williamson County, Tennessee
1320 West Main St.
Franklin, TN 37064
- o Conference Center at Cool Springs (a joint venture between City of Franklin, Tennessee and Williamson County, Tennessee)
700 Cool Springs Boulevard
Franklin, TN 37067

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

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

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

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Appendix A City Volumes, Frequencies, Amounts As of June 30, 2014

General	
Population	66,370
Appraised Value of Property	\$11,065,624,425
Assessed Value of Property	\$3,333,559,875
General Obligation Bonds	\$129,722,000
Accounts Payable and Payroll	
Number of Payable Checks in FY 2014	2,652
Number of Payable ACH's in FY 2014	1,393
Number of Employees in FY 2014	715 (full-time)
Frequency of Payroll	Bi-Weekly
Number of Payroll Checks in FY 2014	1,300
Number of Payroll ACH in FY 2014	17,368
Receipts	
Miscellaneous Receipts in FY 2014	16,562
Court Receipts in FY 2014	5,959
Utilities	
Number of Water Customers	17,182
Number of Sewer Customers	19,727
Reclaimed Water Customers	49
Utility Billing Receipts in FY 2014	276,603
Proprietary Fund Bonds	\$41,261,232

Fiscal Year 2014						
	Fund	Beg FB	Rev	Exp	Sources (Uses)	End FB
1	General	\$28,890,118	\$56,918,504	\$50,241,943	(\$2,852,228)	\$32,714,451
2	Street Aid & Trans	-0-	1,754,190	2,198,896	739,965	295,259
3	Sanitation	-0-	6,257,265	6,489,757	637,611	405,119
4	Road Impact Fund	(854,829)	4,021,752	-0-	(3,166,923)	-0-
5	Facilities Tax	3,147,824	3,855,445	749,658	-0-	6,253,611
6	Stormwater Mgmt	5,615,101	2,340,962	2,444,998	-0-	5,511,065
7	Drug	121,781	171,820	128,165	-0-	165,436
8	Hotel/Motel Tax	1,124,507	3,339,214	1,375,744	(1,116,929)	1,971,048
9	Transit System	-0-	1,166,165	1,608,652	843,182	400,695
10	CDBG	23,545	198,920	198,748	-0-	23,717
11	Debt Service	84,729	6,191,646	10,996,579	4,915,322	195,118
12	Capital Projects *	382,419	1,358,296	40,478,571	19,859,681	(18,878,175)
	Fund	Beg Net Position	Oper Rev	Oper Exp	Non-Oper	End Net Position
13	Water/Sewer	\$134,798,196	\$23,099,351	\$21,108,262	\$9,790,596	\$146,579,881
	Fund	Beg Net Position	Additions	Deductions		End Net Assets
14	Pension Trust	\$63,532,465	\$24,253,958	\$3,314,734		\$84,471,689

* The deficit in the capital projects fund is temporary pending an upcoming bond issue and reimbursements from other funds.

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Appendix B Conference Center

Organization and Operations

The Conference Center is a banquet facility consisting of approximately 55,000 square feet of space, including grand ballroom and meeting rooms, which adjoins the Franklin Marriott Hotel (the “Hotel”) in Franklin, Tennessee.

The Conference Center is a joint venture between the City and the County, and collectively the “Parties”). An Interlocal Agreement executed between the Parties provides for equal ownership by each of the Parties of a one-half undivided interest in the Conference Center and further specifies that each of the Parties shall be entitled to one-half of the net revenue and shall be responsible for one-half of all costs and expenses of the operation and maintenance of the Conference Center.

As of June 30, 2014, the Hotel was owned by a non-related third party (Franklin Realco, LLC) and was managed under a management agreement by Noble – Interstate Management Group, (the “Hotel Operator”). Effective July 25, 2014, the Hotel property was sold to another third party (Crow Holdings Capital Partners). In connection with the sale, the Hotel changes management companies to Davidson Hotels and Resorts, under a new management agreement.

The Conference Center facility was developed to attract conventioners, business travelers, tourists, vacationers, and other visitors, to provide meeting space for residents and groups in municipalities, and to promote the economic development of the City and the County.

The accounting policies of the Conference Center conform to generally accepted accounting principles applicable to governmental units. The financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Contractual Commitments

The Conference Center is operated under a franchise agreement between the Hotel owner and Marriott International, Inc. The term of the franchise agreement is 25 years unless otherwise extended or terminated. The agreement provides for the Conference Center to pay Marriott International, Inc. a franchise fee equal to \$35,000 per year for the first sixty months of operations and \$75,000 per each additional year that the Conference Center is in operation. The franchise fee for the year ended June 30, 2014 was \$75,000.

The City and County entered into a 15-year operating agreement for the Conference Center with the Hotel operator to manage the facility. Under the operating agreement, the Owners will pay the Operator a specified annual management fee. The annual base fee of \$125,000 shall escalate on a fiscal year basis at a rate equal to the greater of three percent (3%) per year or the Consumer Price Index increase with respect to the prior fiscal year. The management fee for the year ended June 30, 2014 was \$181,521.

The City and County entered into a catering agreement with the Hotel Operator to provide all food and beverage catering services to the Conference Center. The term of this agreement is conterminous with the Conference Center operating agreement between the Owners and Operator. Under the catering agreement, the Owners will pay the Operator a catering fee of \$10,000 per

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

month during the agreement. This fee will escalate annually at a rate equal to the greater of three percent (3%) per year or the Consumer Price Index increase with respect to the preceding calendar year. The catering fee for the year ended June 30, 2014 was \$184,165.

Related Party Transactions

Because the Hotel and the Conference Center are operated together, the Hotel allocates certain expenses to the Conference Center as follows:

- Food and beverage costs are allocated to the Conference Center based on the ratio of the Conference Center food and beverage revenue to total food and beverage revenue for the Hotel and Conference Center on a monthly basis.
- General and administrative and repair and maintenance expenses are allocated to the Conference Center based on the ratio of total Conference Center revenue to total combined revenue for the Conference Center and the Hotel on a monthly basis.
- Advertising and sales expenses are allocated to the Conference Center based on a fixed 50% allocation for each period.

Under terms of the management agreement, the City and County are to share equally in Conference Center “cash flows” as defined in the agreement. As a result, aggregate operating assistance contributed from (and distributed to) local governments in the amount of \$194,158 were made during 2014. At June 30, 2014, the Conference Center was due \$25,005 from both the City and County.

City of Franklin Request for Proposals
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Appendix C
Conference Center
As of June 30, 2014

Balance Sheet

Assets

Current Assets:

Cash - Restricted for Equipment Replacement	\$812,422
Cash - Unrestricted	71,691
Due from City / County	50,010
Due from Hotel Operator	5,038
Prepaid Expenses	<u>11,065</u>
Total Current Assets	950,226

Non-Current Assets:

Capital Assets (net of depreciation)	<u>10,672,154</u>
Total Assets	<u>\$11,622,380</u>

Liabilities and Net Assets

Current Liabilities:

Accounts Payable and Accrued Expenses	\$19,860
Due to Hotel Operator	<u>15,127</u>
Total Liabilities	<u>34,987</u>

Net Assets:

Net Investment in Capital Assets	10,672,154
Restricted	812,422
Unrestricted	<u>102,817</u>
Total Net Assets	<u>\$11,587,393</u>

Changes in Net Assets

Operating Revenue:

Banquet and Catering	<u>\$6,338,571</u>
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Operating Expenses:

Food and Beverage	3,663,118
Other	<u>2,831,834</u>
Total Operating Expenses	6,494,952

Operating Income (Loss)	(156,381)
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Other Income (Expense)	73,229
------------------------	--------

Net Distributions to City / County	<u>(194,158)</u>
------------------------------------	------------------

Change in Net Assets	(277,310)
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Net Assets at June 30, 2013	<u>11,864,703</u>
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Net Assets at June 30, 2014	<u>\$11,587,393</u>
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Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Vendor's name, street address, and mailing address:	
Vendor's contact person's name (printed), title, telephone number and e-mail address:	
Does the proposer take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.
For which scope of work does this proposal pertain (choose one or both)?	☐ 2015-020 (City of Franklin) ☐ 2015-021 (Conference Center of Cool Springs)
Fee proposal is sealed in a separate envelope and submitted with the technical proposal (yes/no):	☐ Yes, see enclosed. ☐ No.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	☐ Yes. ☐ No, proposer requests the following payment terms: _____.
Last date (no sooner than May 31, 2015) that proposal and associated pricing is valid and may be accepted by the City:	
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☐ Visa credit card.

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Proposer's name:	_____
Are the following included with this Proposal Submittal Form in the submittal? - Detailed vendor-supplied description of proposed product(s) and/or service(s); - Identification, listing and description of any exceptions to the procurement solicitation; - Contact information for required references (see Request for Proposals); - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; and - City of Franklin Affidavit of Title VI Compliance, executed in full.	☐ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of proposer's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	_____ (signature)
Title of proposer's authorized representative:	_____
Date of signature:	_____

Affidavit of Non-Collusion

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

State of _____)
) SS
County of _____)

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

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

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015 - ^{20 &/or 21}_____)

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

State of _____)
County of _____) SS

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

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

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 ^{20 &/or 21} -

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

[OR]

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

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

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

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

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

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 5

Tabulation of bids received

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

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Notice to Proposers publication date: **January 15, 2015**
3. Solicitation release date: **January 16, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 29, 2015, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **February 4, 2015**
6. Proposals submittal deadline and scheduled opening: **February 17, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 6, 2015 or March 20, 2015
(depending upon whether interviews are conducted)**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 24, 2015 or April 28, 2015
(depending upon whether interviews are conducted)**
9. Addendum:

In reference to the City of Franklin's **January 16, 2015** Purchasing Office Solicitation Nos. **2015-020 and 2015-021** for **financial and compliance auditing services**, the City has been asked certain questions about the solicitation by one or more service providers who are potential proposers.

The purpose of this Addendum No. 1 is to provide to all service providers who are known or thought to be interested in responding to the referenced solicitation the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

February 17, 2015, 2:00 p.m. Central Time

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Below are the questions asked to date and the City's responses thereto:

Q1: Has the 2014 finding, related to cash collections, been completely remediated?

A1: Yes, to the best of City's knowledge. In conjunction with its internal review, the City implemented changes in the specific department the cash collections occurred as well as updating its overall cash collection policy.

Q2: Please provide a copy of the management letter related to the 2014 audit, if any.

A2: Please see pp. 105-106, entitled "Independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*," of the City's Comprehensive Annual Financial Report for fiscal year 2014 (which is accessible by means of the [Financial Reporting](#) page of the City's website). In addition, please see Appendix D to Procurement Solicitation Nos. 2015-020 and 2015-021, which appendix consists of a copy of the December 9, 2014 management representation letter issued by City management and addressed to the audit firm. Appendix D is available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).

Q3: Please provide a listing of the 2014 proposed journal entries.

A3: Please see section entitled "Audit Adjustments" (which section reads in pertinent part, "All entries identified during the audit have been recorded within the financial statements; there were no unrecorded entries.") in Appendix E to Procurement Solicitation Nos. 2015-020 and 2015-021, which appendix consists of p. 5 from the FY2014 audit firm December 4, 2014 report to the City's Board of Mayor and Aldermen. Appendix E is available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).

Q4: Does [City] management prepare the annual CAFR?

A4: Yes, City management prepares the Comprehensive Annual Financial Report for the City.

Questions 5-25 pertain to Procurement Solicitation No. 2015-020 (the scope of work for which is to examine the financial statements and records of all funds, account groups and grant contracts of the City of Franklin, Tennessee):

Q5: Why [is the City] considering a change in [audit] firms?

A5: The reason the City has issued Procurement Solicitation Nos. 2015-020 is the term of award resulting from the last time the City issued a request for proposals for financial and compliance auditing services, in February, 2011, includes no more options to extend. As stated in the Request for Proposals, the objective of Procurement Solicitation Nos. 2015-020 and 2015-021 is "to secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor,

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

materials and means necessary to supply and deliver to the City of Franklin Finance Department the financial and compliance auditing services as described below.”

Q6: Is there anything [the City] would like to see [its audit] firm doing that [its] current firm isn’t doing now?

A6: The City expects the audit firm selected as a result of Procurement Solicitation No. 2015-020 to meet the requirements of the request for proposals and other component documents of that solicitation.

Q7: In past years, approximately how many people typically comprise the [audit firm’s] engagement team?

A7: The following six personnel comprised the FY2014 City audit firm engagement team: Audit Principal, Managing Principal / Concurring Reviewer, Audit Supervisor, two Audit Seniors, and Team Member.

Q8: How much time is typically spent at [City offices by the audit firm’s engagement team] during planning, interim work and fieldwork?

A8: Up to two weeks (in July) is typically scheduled for initial visit, and up to three weeks (in October) for fieldwork.

Q9: What is the normal timeline for the audit (planning, fieldwork, information for CAFR, etc.)?

A9: In addition to the timeline mentioned in Question 8, the CAFR draft is prepared by the City for the audit firm's review by early- to mid-November, with the audit presentation in mid- to late-November or early December.

Q10: What is the budget for audit services?

A10: The City’s budget for audit services for the FY 2015 audit has not yet been established inasmuch as it will be allocated to City FY2016. Sufficient funds were budgeted to cover the fixed audit costs of:

FY 2011 Audit	\$47,500 (in fiscal year 2012)
FY 2012 Audit	\$48,000 (in fiscal year 2013)
FY 2013 Audit	\$48,500 (in fiscal year 2014)
FY 2014 Audit	\$49,000 (in fiscal year 2015)

Q11: How many firms are proposing on the work?

A11: The City will not know the answer to this question until after the submittal deadline.

Q12: Who are the firms proposing?

A12: The City will not know the answer to this question until after the submittal deadline.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q13: What is the relationship between the City of Franklin and the Franklin Special School District?

A13: Except for overlapping (but not coterminous) jurisdiction, the City of Franklin and the Franklin Special School District are not related.

Q14: Does management prepare any portions of the CAFR? Please indicate management's involvement with the preparation of fund statements, tables for notes, statistical schedules, conversion schedules, MD&A, etc.

A14: City management prepares all statements and schedules mentioned.

Q15: [Does the City] typically have audit adjustments as a result of the financial statements audits?

A15: The City strives to have none.

Q16: If so, what is the nature of the adjustments?

A16: There were no unrecorded entries (audit adjustments) for FY 2014.

Q17: Who maintains depreciation schedules?

A17: City.

Q18: What software package is used [to maintain depreciation schedules]?

A18: Microsoft Excel.

Q19: What is the size of the accounting department for the City?

A19: The City's Finance Department includes the following nine full-time personnel: Assistant City Administrator / CFO, Comptroller, Business Process Improvement Manager, Financial Manager, three Financial Analysts, Payroll Technician, and AP Technician.

Q20: What special revenue fund will be new in FY2015?

A20: In Lieu of Parkland Fees, previously recorded in the General Fund. Fund balance is slightly more than \$2 million.

Q21: What is the source of revenue and purpose [for the special revenue fund that will be new in FY2015]?

A21: Regarding the In Lieu of Parkland Fees Fund, the source of revenue is fees received from developers in lieu of donation of parkland, and the purpose is for park related purposes. No expenditures have been authorized to date.

Q22: [Does the City] expect grant revenues for FY2015 to be similar to FY2014?

A22: Yes, based on current programs.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q23: [Does the City] expect to receive any significant new grants (especially federally funded grants) [in FY2015]?

A23: No, based on current programs.

Q24: Have all special revenue funds been analyzed for qualification as a special revenue fund under GASB 54?

A24: Yes.

Q25: Have [the City's] external auditors been able to rely on controls over major transaction cycles based on the firm's internal control testing?

A25: Yes.

Questions 26-40 pertain to Procurement Solicitation No. 2015-021 (the scope of work for which is to examine the financial statements and records of the Conference Center at Cool Springs, a joint venture between the City of Franklin, Tennessee and Williamson County, Tennessee):

Q26: Why [is the City] considering a change in [audit] firms?

A26: The reason the City has issued Procurement Solicitation No. 2015-021 is the term of award resulting from the last time the City issued a request for proposals for financial and compliance auditing services, in February, 2011, includes no more options to extend. As stated in the Request for Proposals, the objective of Procurement Solicitation Nos. 2015-020 and 2015-021 is "to secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin Finance Department the financial and compliance auditing services as described below."

Q27: Is there anything [the City] would like to see [its audit] firm doing that [its] current firm isn't doing now?

A27: The City expects the audit firm selected as a result of Procurement Solicitation No. 2015-021 to meet the requirements of the request for proposals and other component documents of that solicitation.

Q28: In past years, approximately how many people typically comprise the [audit firm's] engagement team?

A28: The following four personnel comprised the FY2014 Conference Center audit firm engagement team: Audit Principal, Managing Principal / Concurring Reviewer, and two Audit Supervisors.

Q29: How much time is typically spent at [Conference Center offices by the audit firm's engagement team] during planning, interim work and fieldwork?

A29: It is reasonable to expect the hours would be less than spent on the City's audit.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q30: What is the normal timeline for the audit (planning, fieldwork, information for financial statements, etc.)?

A30: The City anticipates that the timeline for the Conference Center audit would be comparable to the timeline for the City audit (see Answer 9).

Q31: What is the budget for audit services?

A31: The budget for audit services for the FY2015 audit has not yet been established inasmuch as it will be allocated to FY2016. Sufficient funds were budgeted by the Conference Center to cover the fixed audit costs of:

FY 2011 Audit	\$12,500 (in fiscal year 2012)
FY 2012 Audit	\$12,950 (in fiscal year 2013)
FY 2013 Audit	\$13,400 (in fiscal year 2014)
FY 2014 Audit	\$13,900 (in fiscal year 2015)

Q32: How many firms are proposing on the work?

A32: The City will not know the answer to this question until after the submittal deadline.

Q33: Who are the firms proposing?

A33: The City will not know the answer to this question until after the submittal deadline.

Q34: Who maintains depreciation schedules?

A34: Audit firm proposes audit adjustment for depreciation.

Q35: What software package is used [to maintain depreciation schedules]?

A35: See Answer 34 above.

Q36: How are accounting staff assigned to the [Conference Center]?

A36: Conference Center management has its own financial personnel.

Q37: [Does the Conference Center] typically have audit adjustments as a result of the financial statements audits?

A37: Yes, depreciation as mentioned in Answer 34.

Q38: If so, what is the nature of the adjustments?

A38: Depreciation.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q39: Does management prepare any portions of the financial statement? Please indicate management's involvement in the preparation of statements, tables for notes, MD&A, etc.

A39: Other than depreciation, Conference Center management prepares statements and schedules.

Q40: Have [the Conference Center's] external auditors been able to rely on controls over major transaction cycles based on the firm's internal control testing?

A40: Yes, to the best of City's knowledge.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

10. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
11. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
12. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Addendum No. 2 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

1. Solicitation identified: This Addendum No. 2 applies to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Notice to Proposers publication date: **January 15, 2015**
3. Solicitation release date: **January 16, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 29, 2015, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **February 4, 2015**
6. Addendum No. 2 release date: **February 16, 2015**
7. Proposals submittal deadline and scheduled opening:
~~February 17, 2015, 2:00 p.m. Central Time~~
February 19, 2015, 2:00 p.m. Central Time
8. Tentative date of release of City's tabulation of proposals received and notice of intent to award:
March 6, 2015 or March 20, 2015
(depending upon whether interviews are conducted)
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City:
March 24, 2015 or April 28, 2015
(depending upon whether interviews are conducted)

10. Addendum:

In reference to the City of Franklin's **January 16, 2015** Purchasing Office Solicitation Nos. **2015-020 and 2015-021** for **financial and compliance auditing services**, in light of today's weather and road conditions, the City has decided to postpone the submittal deadline and scheduled opening of all proposals received.

The purpose of this Addendum No. 2 is to provide to all interested service providers the City's decision to postpone the submittal deadline.

Please note that the submittal deadline and scheduled opening of all proposals received is hereby postponed to:

February 19, 2015, 2:00 p.m. Central Time

City of Franklin Addendum No. 2 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

11. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

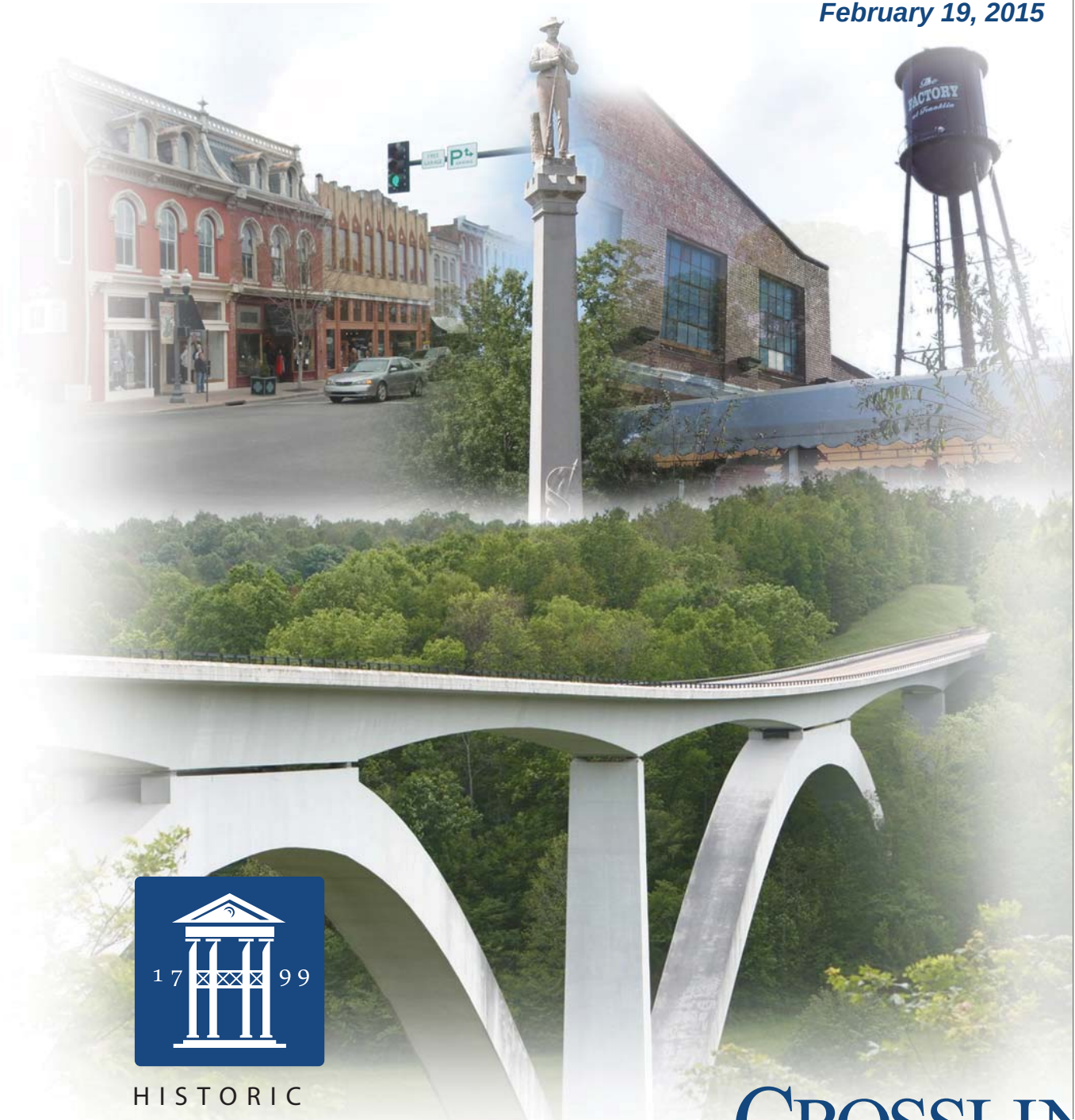
(City of Franklin Contract No. 2015-0060)

Attachment No. 2

SUBMITTAL



City of Franklin, Tennessee
Proposal to Provide
Professional Audit Services
February 19, 2015



HISTORIC
FRANKLIN
TENNESSEE

CROSSLIN
& ASSOCIATES
BUSINESS SOLUTION PROVIDERS



February 19, 2015

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, Tennessee 37064

Ladies and Gentlemen:

Crosslin & Associates, PLLC ("Crosslin"), is pleased to respond to your Request for Proposal and to demonstrate our unique credentials to continue to provide professional financial and compliance auditing services to The City of Franklin, Tennessee (the "City") for the year ending June 30, 2015, and our willingness to contract with the City for up to a total of 5 years. Crosslin has proudly served as the City's independent auditors for the past 4 years, and we are intimately familiar with the inner workings of your financial operations. As you know, our firm, and specifically your Crosslin service team, has extensive experience in governmental auditing and managing multidimensional audits such as yours. We are excited about this opportunity to again showcase our credentials and are confident that Crosslin will continue to be the best choice for The City of Franklin, Tennessee's independent auditing needs.

Functional Requirements

Crosslin & Associates fully understand the scope of work requested by the City as detailed within the RFP.

We are committed to performing the work within the timeframe set forth in the RFP. This proposal represents a firm and irrevocable offer if accepted within 120 days.

* * * * *

We believe the Crosslin team is the best qualified to continue serving the accounting and audit service needs of the City for the following reasons:

Experience, Expertise, Value, and Trust

Experience, expertise, value, and trust. That's what you look for in your business partners. In this proposal, we will show you how we meet these criteria and why Crosslin is the continued answer to your unique requirements. We will also address how we will revise our approach and service plan for the upcoming years for the benefit of the City.

Any firm can list its qualifications, but a reputation for superior service must be earned and maintained. While we are understandably proud of our credentials, we place equal value on our reputation for dedication to our customers. On each and every engagement we undertake, we pledge to work with our customers to achieve their goals in a timely and efficient manner.



Trust in your accounting firm to perform as requested, to become vested in your processes and mission, and to always consider the City's needs with a sense of urgency is what we pledged to you in 2011. Trust must be earned through a firm's actions, not their promises. We believe the City's accounting team members would say they trust Crosslin & Associates and that we kept our 2011 promises. We encourage you to ask them.

Team that Understands the City

Over the past 4 years, Crosslin has developed an in-depth understanding of the unique business and other issues facing the City. We understand the business of government, your transaction cycles, and the critical accounting and auditing issues that you face on a daily basis. Our audit approach focuses on the continuation of frequent contact with management throughout the year. We have an active understanding of the changes in the business and strategic direction of the City, which is critical to audit quality. Our extensive hands-on involvement of Principals and Managers ensures that we gain a full understanding of the operations, issues, and leadership of the City. We have worked well with the City's Finance team and will continue to do so.

Extensive Experience in Serving the Government Sector

Crosslin & Associates, PLLC is one of Tennessee's premier professional accounting service firms. Our team members have vast experience in providing services to governmental entities. Our practice is extensive, and we annually train our entire staff and numerous industry professionals to meet *Government Auditing Standards* and to comply with the AICPA's training guidelines as to hours and content. The testimonials throughout this proposal will attest to our understanding of the governmental operations, risk, and business decisions.

We have significantly more depth of resources and experience in auditing governmental entities than ANY firm in Middle Tennessee. Our customers include, among others, the City of Franklin, The Metropolitan Government of Nashville and Davidson County, the City of Knoxville, the City of Clarksville, the City of White House, Metropolitan Nashville Airport Authority, Metropolitan Transit Authority, Murfreesboro City Schools, Tennessee Technology Development Corporation d/b/a Launch Tennessee, The Tennessee Project (A study of the Tennessee Public Defender System and Attorney Workload Standards) - ABA and NACDL, and Tennessee School Boards Association. Our prior customers have included the City of Belle Meade, Sumner County Government (10 years), Nashville Electric Service, Harpeth Valley Utilities District, and the Metropolitan Development and Housing Agency. We perform A-133 audits for more than a dozen entities that are in receipt of major government funding covering more than one-half billion in federal and state awards including the government entities listed above, as well as Meharry Medical College, Church World Service, Union University and Carson-Newman University.

Your engagement team understands the government sector and is committed to raising that level of understanding year after year. Other accounting firms may have specialists in other cities or industry teams, but what really matters is the intent and ability to use available competent personnel as needed. Our firm and our team is 100% based in Nashville as opposed to another city in another state. We have many years of cumulative governmental experience. You will not find this level of experience in any other firm locally. It's our firm commitment to use those resources, our experience, and our knowledge of Middle Tennessee, on a timely basis to serve the City, and that sets us apart from other firms.



Other Important Factors

- Crosslin is a Nashville-based accounting and consulting firm that works all over North America and brings fees into Middle Tennessee to be spent to support Middle Tennessee businesses, services, and governments. Because we do not have an executive office in another city, partners spanning the globe, or mind-boggling liability insurance and litigation settlement costs, our fee structure provides for dramatically lower costs to our customers – as you have experienced over the course of our engagement. Furthermore, the City did not have to accept less expertise, quality, or responsiveness to realize those savings. Please ask your accounting and finance team as to their satisfaction with our services.
- As we have demonstrated, our service philosophy provides significantly higher levels of hands-on senior leadership time on your audit compared to other firms which are highly leveraged with junior staffers. Our principals and managers will continue to be in the field working on your audit. Our Principal and Manager time is approximately 40% of our total budgeted time.
- Crosslin & Associates, PLLC is an independent member of the BDO Alliance USA, a national network of select accounting firms with direct ties to BDO. BDO International is one of the largest accounting firms in the world. BDO's resources are comparable to any other international accounting firm, including the Big Four. Our affiliation with BDO allows you to have available all of the resources of an international accounting and consulting firm (when needed), but with local, personalized service at a reasonable cost. We have several local principals with significant depth and experience, and the City would never be one partner rotation away from not being locally served.
- We continue to be committed to the delivery of superior customer service which includes proper planning and executing highly efficient audit services. We contribute well thought-out and constructive suggestions for your consideration. Part of our firm's mission is to attract and retain team members of the highest character who have the ability to interface with your team. We are not just looking to meet minimum requirements. We are building a strong team which has recurring experience with the City's engagement. We know your expectations of us will continue to be very high, and we will not disappoint.

Final Thoughts

- In these turbulent economic times, resources are scarce and needs are many. Governments are hard pressed to allocate the revenues to the many valuable services they provide to their citizens. Our proposal offers a viable solution: an audit team that equals or exceeds the expertise, quality, and responsiveness of local and National firms, but at much reduced expense.
- You will also notice a difference in our team mix, which has a much higher concentration of principals and managers deployed on site day-to-day. The following pages set forth how Crosslin has formed a service team that responds to your every need and expectation. We have local, Middle Tennessee professionals with significant governmental experience, combined with access to National firm resources.



* * * * *

These points are but a few examples of the credentials which make Crosslin the right team for the City. We are confident that the services we offer will exceed your expectations, and that our continuing commitment to outstanding customer service will reflect the same dedication with which the City serves the citizens of Franklin. We would appreciate the opportunity to continue working with the City, and we look forward to furthering our relationship with you.

Crosslin & Associates, PLLC hereby states that the person signing the proposal (J. Dell Crosslin, Managing Principal) is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the City.

I will serve as the authorized negotiator on behalf of this firm. My contact information is as follows:

Company Name: Crosslin & Associates, PLLC
Attention: Dell Crosslin, Managing Principal
Address: 3803 Bedford Avenue, Suite 103
City/State/Zip: Nashville, Tennessee 37215
Phone: 615.320.5500
Fax: 615.329.9465
Cell: 615.496.2525
Email: dell.crosslin@crosslinpc.com

If you have questions about any information in our proposal, please contact Dan Miller, Audit Principal, or me. We would consider it a privilege to continue to provide independent auditing services to The City of Franklin, Tennessee.

Sincerely,

CROSSLIN & ASSOCIATES, PLLC

J. Dell Crosslin, CPA, CFE
Managing Principal

"Since arriving in the Clerk's Office, I've been extremely impressed with the expertise and professionalism exhibited by the Crosslin & Associates audit team. Their assistance and guidance has proven invaluable to our organization."

Brenda Wynn
Davidson County Clerk



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Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2015-020 and 2015-021

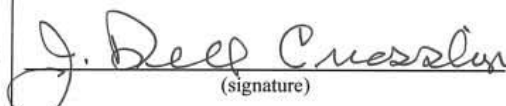
Vendor's name, street address, and mailing address:	Crosslin & Associates, PLLC The Astoria 3803 Bedford Avenue, Suite 103 Nashville, Tennessee 37215
Vendor's contact person's name (printed), title, telephone number and e-mail address:	J. Dell Crosslin Managing Principal (615) 320-5500 dell.crosslin@crosslinpc.com
Does the proposer take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☐ Yes, see enclosed. ☒ No, proposer takes no exceptions.
For which scope of work does this proposal pertain (choose one or both)?	☒ 2015-020 (City of Franklin) ☐ 2015-021 (Conference Center of Cool Springs)
Fee proposal is sealed in a separate envelope and submitted with the technical proposal (yes/no):	☒ Yes, see enclosed. ☐ No.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	☒ Yes. ☐ No, proposer requests the following payment terms: _____
Last date (no sooner than May 31, 2015) that proposal and associated pricing is valid and may be accepted by the City:	June 17, 2015
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Proposer's name:	Crosslin & Associates, PLLC
Are the following included with this Proposal Submittal Form in the submittal? - Detailed vendor-supplied description of proposed product(s) and/or service(s); - Identification, listing and description of any exceptions to the procurement solicitation; - Contact information for required references (see Request for Proposals); - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; and - City of Franklin Affidavit of Title VI Compliance, executed in full.	☒ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</u> received. ☒ Addenda Nos. <u>2</u> received. ☐ No addenda received.
Signature of proposer's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	 (signature)
Title of proposer's authorized representative:	Managing Principal
Date of signature:	<u>2-19-15</u>



Why Should the City Re-engage Crosslin & Associates, PLLC?

1. Comfort Level and Commitment

With Crosslin, what you see is what you get! **The City will continue to be a paramount customer of our firm. We believe that we have shown the difference in firms by our dedication and personal attention to you over the last 4 years. Crosslin is large enough to have the resources to serve you well and small enough to care. We are committed to every aspect of your satisfaction.** Our senior leadership team shows up and works hard every day to try to make us a better firm, and the same commitment applies to you. We never believe we cannot be better. **We are a firm devoted to our people, our customers, and our profession.**

As evidence of our commitment, our team has delivered the financial statements and report to the Board of Mayor and Alderman much earlier than had been done in the past. Our timing allows the City to meet or exceed all Federal and State deadlines. We have consistently had timely performance for four years.

Additionally, GFOA's review of the 2010 CAFR (the year before we became the City's auditors) identified many areas for improvement, including several which were significant. During our tenure, we have worked diligently with the City's Finance team to significantly reduce the number of GFOA comments and have gained "proficiency" in all CAFR areas examined by GFOA. At the invitation of Russell Truell, our team members have been presenters at the TNGFOA conferences on various topics affecting local governments.

2. Local Firm

We are a local firm bringing resources and dollars into our economy. The fees that the City pays Crosslin will be spent locally to improve our economy and to aid the City's mission. We are a Middle Tennessee firm and focus our efforts on Tennessee. Our team members live in the communities you serve.

3. Reasonable Fee

The basis for quality audit work is not based on price alone, but upon highly experienced leadership which, when combined with extensive planning activities and a hands-on approach, leads to effective and efficient audit service delivery. We are better able to control overhead costs than larger, multi-office firms, and that ability has a direct, favorable impact on our rates. More favorable rates, combined with the above-mentioned factors and our institutional knowledge as the auditors of the City for the past 4 years, position Crosslin to provide highly cost-effective solutions for you.

Other firms may submit lower prices, but you can count on Crosslin's relationship with the City to continue to be one of mutual respect and one that provides outstanding customer service. You must also consider the internal costs and drain on the City's staff to change accounting firms. Significant City staff time will be monopolized by new external auditors getting up to speed on the various entities and their processes. This internal cost to the City would be significant.



Why Should the City Re-engage Crosslin & Associates, PLLC?

4. Experience of Our Team

Our governmental experience is unmatched by any competing firm. Our leaders have 167 years of governmental experience. This is why Crosslin serves as the firm of choice for four of the largest cities in Tennessee.

Other accounting firms may have specialists in other cities or industry teams, but what really matters is the intent and ability to use available competent personnel as needed. It's our commitment to use our resources on a timely basis to serve the City; that sets us apart from other firms. Our team has remained relatively consistent by design, which benefits the experience level and efficiency of the audit process.

Trust is earned by actions, not words. It is earned by being vested in the audit process for 4 years, and demonstrating the sense of urgency necessary to respond to an ever-changing City structure and mission.

5. Audit Firm Rotation - Not Necessarily the Best Policy

The audit of a customer the size of the City functions better with institutional knowledge, and that knowledge takes time. A period longer than 4 years (assuming the firm is performing satisfactory) is generally preferable by most customers.

According to an AICPA Briefing Paper on Audit Firm Rotation, mandatory audit firm rotation could result in the following undesirable consequences:

- *Increase in audit failures.* Studies by the Public Oversight Board, Commission on Auditor's Responsibilities, and the National Commission on Fraudulent Financial Reporting found that audit failures are three times more likely in the first two years of an audit. Thus, there is a positive correlation between auditor tenure and auditor competence.
- *Increased start-up costs.* Changing auditors results in more frequent start-up costs, both for the auditor and the customer they are serving.
- *Increased difficulties in timely reporting.* Mandatory rotation makes timely reporting more difficult because audit firms need to meet a very short "learning curve" to perform a rigorous audit.



Why Should the City Re-engage Crosslin & Associates, PLLC?

5. Audit Firm Rotation - Not Necessarily the Best Policy (continued)

- *Loss of “institutional knowledge.”* Over successive audits, audit firms increase institutional knowledge, including, for example, their knowledge of the customer’s accounting and internal control systems. This benefit would be greatly diminished by mandatory rotation. This factor is particularly true in the City’s current situation.

In conclusion, the AICPA believes that mandatory audit firm rotation leads to higher costs (internal and external), the distinct possibility of lower audit quality, and in many cases makes it more likely that fraud and waste will go undetected.

Crosslin provides a fresh perspective through the rotation of principals on the various entities which we believe is more effective than changing firms. This fresh perspective ensures that the City does not lose the in-depth institutional knowledge that we as a firm have gained over the last 4 years while also enabling the City to avoid the negative effects of firm rotation. No other firm has the level of experience we have with the City.

An RFP ensures the City of a competitive and reasonable fee, and continuation of Crosslin & Associates assures institutional knowledge, excellent service, and trust.

6. Experience with Complex Engagements

The Crosslin team is comprised of professionals who have decades of experience working on complex engagements and meeting deadlines. In addition to the City, we serve the Metropolitan Government of Nashville and Davidson County, which is a complex governmental entity consisting of 70 fund reporting units plus component units and agencies (for five years), we also serve Coreslab Holdings U.S., Inc., a subsidiary of a Canadian Holding Co. which consists of 17 individual subsidiary audits in 14 states and a consolidated audit to be completed within 55 days of year-end (over 2,000 hours), and GCFA and related agencies and entities of The United Methodist Church, consisting of 22 separate sets of financial statements (over 4,000 hours) for entities located in New York, NY, Washington D.C., and Nashville, TN with a six-month reporting deadline, which we met each year. The timing of these engagements do not and have not conflicted in any way with our City timeline. These jobs demonstrate Crosslin’s ability to complete complex engagements on a timely basis.

Other complex jobs performed by Crosslin & Associates include the City of Knoxville, City of Clarksville, Tom James Company, Southwestern/Great American, Inc., and the Tennessee Baptist Convention.



Why Should the City Re-engage Crosslin & Associates, PLLC?

7. Principal and Manager Involvement

The principals and managers assigned to your engagement will be involved with you throughout the year. Crosslin's philosophy is to provide you with business partners who are available year-round to assist you. In addition, the senior leadership level reviews are performed on-site during fieldwork so that any questions or issues can be addressed and resolved on a timely basis. Please ask management to confirm that this has been true for the past 4 years.

Our principals and managers commit to spending nearly 200 hours on the engagement. This represents approximately 40% of our estimated hours. No other firm will match this involvement of senior team members. Again, please ask the City staff about our level of principal involvement. It is unmatched.

8. Service Dedication

You will never have a more experienced and trusted partner committed to you. Our firm is the premier governmental and not-for-profit entity firm in Nashville (approximately 90 customers) and we are located within 16 miles of your office. Our team has strived to consistently enhance service quality since 2011. We will do whatever it takes to help you accomplish your mission plan and to deliver superior services.



Our Experience with Governments

Experienced and knowledgeable business advisors are of paramount importance to your ability to operate effectively. To that end, working with organizations in the governmental and not-for-profit arena is a specialty of Crosslin – we have been working with these types of entities for more than 27 years. We currently serve nearly 90 governmental entities and not-for-profit organizations and provide them with a wide variety of services, including audits, internal control reviews, and management consulting. We work closely with our governmental and not-for-profit customers to ensure that their organizations run as smoothly and efficiently as possible. Our extensive experience provides us with understanding of the specific issues and risks faced by governmental entities.

Additionally, the members of our sizeable audit team work with governmental and not-for-profit customers on a daily basis; at the supervisory accountant level alone (those who oversee audit staff from day to day), our team members combined have more than 167 years of governmental experience among them. With unsurpassed experience in auditing governmental entities, Crosslin will undoubtedly provide you with unparalleled quality and immeasurable customer service.

The Crosslin team performs more than 15 single audit (A-133) engagements annually, covering more than one-half billion dollars in federal award expenditures. Through our experience and training we are very familiar with the compliance programs and issues facing the City.

Due to our extensive governmental and not-for-profit experience, a deeply rooted common body of knowledge has developed in those areas. As a result of our knowledge in the trends and accounting practices in the governmental field, we are able to answer virtually any audit question you may have as it arises. It is critical that your engagement team members be well versed in the pronouncements that are being continuously released by GASB.

GASB 34 Model Experience

Crosslin's tenure in the governmental sector has afforded us the privilege of assisting several governments in preparing for GASB 34. Specifically, we assisted five governments with their initial implementation of the Statement including Sumner County, City of Belle Meade, City of Clarksville, Murfreesboro City Schools, and Harpeth Valley Utility District. This gives us valuable experience in the continued application of the GASB 34 model.

Our current customers with significant GASB 34 adjustments and reporting issues include Metropolitan Government of Nashville and Davidson County, the Cities of Franklin, Clarksville, Knoxville, and White House, and Murfreesboro City Schools. Others reporting under the GASB 34 model include Metropolitan Transit Authority, Metropolitan Nashville Airport Authority, Clarksville Gas, Water, and Sewer, and Clarksville Department of Electricity. In addition, our firm has provided ongoing training to our customers and others to assist them in understanding both the broad concepts reflected in the GASB 34 model, as well as the intricacies set forth in it and its amendments. We routinely conduct training sessions for us and our customers, and Dan Miller and David Hunt have served as instructors for in-house continuing professional education courses addressing GASB 34 issues.



Our Experience with Governments

GFOA Certificate of Achievement Program

Crosslin has significant, in depth experience with GFOA's Certificate of Achievement Program. Our current certificate holders include:

- City of Franklin, Tennessee
- Metropolitan Nashville Airport Authority
- Metropolitan Government of Nashville and Davidson County, Tennessee
- City of Knoxville, Tennessee
- City of Knoxville Pension System

With these governments, our work includes actual hands-on experience in addressing the voluminous GFOA requirements. We read the GFOA checklists and attend financial reporting training. If ever a GFOA question arises, our resources include BDO's National Governmental Accounting group, our memberships in the AICPA Governmental Audit Quality Center, and John F. Georger, an AICPA nationally recognized leader in governmental accounting.

In our work with the City of Franklin and Metro Nashville Airport Authority, we were successful in significantly reducing the number of comments received on the respective CAFRs. Please call our references to gain a full understanding of our knowledge and work on the Certificate of Achievement Application.

We have access to the GFOA checklists, as well as the Governmental Accounting, Auditing, and Financial Reporting ("Blue Book") which are essential for appropriate presentations under the GFOA program.

As is discussed in various other sections of this proposal, our governmental training programs significantly exceed the required hours. A large part of this training is geared toward financial reporting and the GFOA program.

We are fully committed to assisting the City with its application for the Certificate of Achievement and we have the thorough experience, training, and resources in place to do it.



Our Experience with Governments

Similar Significant Engagements

The following list details similar engagements to the City which demonstrates our experience with governmental entities of a similar nature.

Similar Engagements with Other Government Entities							
	Scope of Work	Work Start Date	Work Completion Date	Engagement Partners	Total Hours	Customer Contact Name	Customer Contact Phone Number
Metropolitan Government of Nashville and Davidson County, Tennessee	Pension Funds General Hospital Bordeaux Retirement CAFR Central Government A-133 Water and Sewerage Public Schools School Activity Funds	4/15/2010	Present	David Hunt Dell Crosslin Dan Miller John Crosslin Two DBE Firms and One Sub-Contractor Firm	7,000	Kim McDaniel	(615) 862-6114
City of Knoxville, Tennessee	Primary Government CAFR Knoxville Area Transit A-133 State Compliance	4/10/2013	Present	David Hunt Dan Miller One DBE Firm and One Sub-Contractor Firm	1,400	Melissa Peters	(865) 215-3022
City of Clarksville, Tennessee	Primary Government CAFR Electric Department Gas Department Water and Sewer Natural Gas Acquisition A-133 State Compliance	4/10/2013	Present	Dan Miller John Crosslin Dell Crosslin	1,500	Lynn Stokes	(931) 648-6106
City of White House, Tennessee	Primary Government Waste Water Department	7/16/2009	Present	David Hunt Dell Crosslin	750	Charlotte Soporowski	(615) 672-4350
City of Knoxville Pension Board	Pension Plan	6/30/2014	Present	Dan Miller	300	Kristi Fowler Paczkowski	(865) 215-1444

In addition to the above current customers, we also served the Nashville Electric Service for 5 years, Metropolitan Development and Housing Agency for 11 years, Sumner County for 10 years, and Harpeth Valley Utilities District for 22 years.

Our experience covers all the areas that are important to Franklin:

- General Government
- Special Revenue Funds
- Water and Sewerage
- Pension Funds



Our Experience with Governments

The list below highlights some of our team's current and prior governmental, education and not-for-profit customers.

Government and Not-for-Profit/Other

City of Franklin, Tennessee
Metropolitan Government of Nashville and Davidson County
City of Knoxville, Tennessee
City of Clarksville, Tennessee
City of White House, Tennessee
Knoxville Pension System
Metro Water and Sewerage
Metropolitan Government : Performance Audits for Metro Internal Audit Department and Metro Water Services
Metropolitan Nashville Airport Authority
Metropolitan Transit Authority
Murfreesboro City School System
CDE Lightband
Clarksville Gas, Water and Sewer
General Council on Finance and Administration of The United Methodist Church (22 entities) (prior)
Sumner County Government (prior)
Harpeth Valley Utilities District (prior)
State of Tennessee
Metropolitan Development & Housing Agency (prior)
Church World Service
Cumberland Region Tomorrow
Nashville Public Television
Tennessee School Boards Association
Tennessee Insurance Guaranty Association
The Entrepreneur Center
Welcome Home Ministries
First Baptist Church Clarksville
Englewood Baptist Church
The Next Door, Inc.
United Methodist Women
Mur-Ci Homes, Inc.

Universities and Colleges

The University of the South (prior)
Meharry Medical College
Belmont University (prior)
Bethel University
Carson-Newman University
Union University
Fisk University
Martin Methodist College
Watkins College of Art & Design
O'More College of Design

Foundations

The PENCIL Foundation
St. Thomas Foundation (prior)
Tennessee Baptist Foundation

Tennessee Baptist Convention

Tennessee Baptist Convention and related entities
Tennessee Baptist Ethics and Religious Liberty Commission
Tennessee Baptist Church Planting Loan Fund
Baptist Health Care Center
Tennessee Baptist Children's Homes, Inc.
Tennessee Baptist Adult Homes, Inc.
Harrison-Chilhowee Baptist Academy



Our Experience with Governments

As noted previously, we perform numerous Single Audit (A-133) engagements annually covering more than one-half billion dollars in federal and state grants and award expenditures. These awards are expended across the United States and in numerous foreign countries. We have the ability to audit organizations across the globe and have done so. Federal and state grants and award programs in which our governmental, higher education, and not-for-profit entities participate include the following federal departments (Details of the specific grant programs are listed when they would be of interest to the City.):

Department of Agriculture (USDA)

Department of Defense (DOD)

Department of Energy (DOE)

Energy Efficiency and Conservation Block Grant Program, including ARRA
Weatherization Assistance for Low-Income Persons

Department of Housing and Urban Development (HUD)

Community Development Block Grants/Entitlement Grants Cluster
Supportive Housing Program
Emergency Shelter Grant Program
Home Investment Partnership Program
Housing Opportunities for Persons with Aids
Shelter Plus Care
Section 8 Moderate Rehabilitation Single Room Occupancy
Public and Indian Housing
Demolition and Revitalization of Severely Distressed Public Housing
Resident Opportunity and Supportive Services- Service Coordinators
Section 8 Housing Choice Vouchers
Mainstream Vouchers
Cleveland Park Summer Enrichment - Parks
Survey, Studies, Research, Etc., Relating to the Clean Air Act

Environmental Protection Agency (EPA)

Air Pollution Control Program Support
Surveys, Studies, Research, Investigations, Demonstrations, and Special Purpose Activities
Relating to the Clean Air Act
Capitalization Grants for Clean Water State Revolving Funds, including ARRA
Capitalization Grants for Drinking Water State Revolving Funds, including ARRA
Brownfield's Assessment and Cleanup Cooperative Agreements



Our Experience with Governments

Institute of Museum and Library Services

Department of Interior

Outdoor Recreation - Acquisition, Development and Planning
Battlefield Acquisition Grants

National Science Foundation

Department of Justice (DOJ)

Residential Substance Abuse Treatment for State Prisoners
Juvenile Accountability Block Grants
Crime Victim Assistance
Violence Against Women Formula Grants, including ARRA
Bullet Proof Vest Partnership Program
Community Prosecution and Project Safe Neighborhoods
Public Safety Partnership and Community Policing Grants (ARRA)
Gang Resistance Education and Training
Justice Assistance Grant
Anti-Gang Initiative
Criminal and Juvenile Justice and Mental Health Collaboration Program
Edward Byrne Memorial Competitive Grant Program
Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to States and Territories (ARRA)
Edward Byrne Memorial Justice Assistance Grant (JAG) Program /Grants To Units of Local Government (ARRA)

Department of Labor (DOL)

Department of State

Department of Transportation (DOT)

Occupant Protection
Airport Improvement Program
Federal Transit Cluster
Federal Transit Metropolitan Planning Grants
Highway Planning and Construction Cluster, including ARRA
Highway Safety Cluster
Alcohol Open Container Requirements



Our Experience with Governments

Department of Education (ED)

Department of Health and Human Services (HHS)

Department of Homeland Security (DHS)

State Domestic Preparedness Equipment Support Program
Disaster Grants - Public Assistance (Presidentially Declared Disasters)
Hazard Mitigation Grant
Homeland Security Grant Program
Hurricane Katrina Case Management Initiative Program
Disaster Housing Assistance Grant
Urban Areas Security Initiative
Flood Mitigation Assistance
Emergency Management Performance Grants
Pre-Disaster Mitigation
Port Security Grant Program

U.S. Agency of International Development (USAID)



Our Experience with Governments

Our firm prides itself on maintaining up-to-date information and trends that affect our governmental customers. Additionally, Crosslin annually hosts a two-day (held May 12 and 13, 2014) seminar in governmental and not-for-profit accounting and auditing. The City's accounting team will receive invitations to attend all of our educational conferences (free of charge) for which attendees receive CPE credit.

As a result of the governmental and not-for-profit seminar, the most current documents regarding pending technical matters and compliance with OMB Circulars A-133, A-87, A-110 and A-21 and the new "Super Circular" are furnished to Crosslin in an organized manner. Even though most are available on the Internet, this organization and summary aids in implementing new regulations. These materials will be furnished to the City's finance staff (if desired).

Additionally, we will be glad to furnish related audit checklists, especially IT-related lists to your internal audit staff or team members.

Additional Areas of Expertise

Other areas of expertise include the following:

- **Tax services** include planning and preparation for universities, foundations, partnerships, fiduciaries, trusts and not-for-profit taxation. Considering our specific experience with not-for-profit entities, we have prepared numerous Forms 990-PF, Forms 5500, Forms 1040 NR and have advised our customers in the area of non-related business income and other matters applicable to not-for-profits.
- **SSAE 16 (formerly SAS 70)** and internal control reporting assistance to management includes evaluating, modifying, and documenting internal controls for internal evaluations and for governmental and public reporting requirements.
- **Performance Audits** for governmental and not-for-profit entities are another service that Crosslin excels in because of our extensive knowledge and experience with these entities and their operations.



Our Experience with Governments

- **Internal Control Reporting** assistance to management includes evaluating, modifying, and documenting internal controls for internal evaluations and for public reporting requirements. We also provide comprehensive Sarbanes-Oxley compliance services, including COBIT.
- **IT Security** is becoming increasingly important to all aspects of governments and corporate businesses in order to protect an organization's and an individual's private information. Our team has the experience to create and implement a security plan to suit your needs. We also perform penetration tests.
- **Information Systems Reviews** help customers determine whether information technology is as effective and efficient as possible and evaluate controls in the IT environment as they impact financial reporting.
- **Forensic Audits, Valuation and Litigation Support** is a suite of services executed by specifically certified professionals, with team credentials such as CPA, CFE, ABV, CVA, CFF, and PhD.
- **IT Governance** is a subset of organizational governance and focuses on the belief that the managers, directors and others in charge of the City must understand the role of IT in the organization. We are experts in helping management implement rules and regulations to control the IT infrastructure and develop practices to distribute responsibilities. Changes in the laws and new regulations, such as Sarbanes-Oxley, have increased the need for governance controls. We have not only reviewed IT governance, but we have also helped our customers create IT strategy committees, develop policies and procedures, define job roles, and perform IT risk assessments. In other words, we know how to adapt our procedures to the City's objectives.
- **IT Forensic Services** - Crosslin has been selected by one of the largest retail companies in the world to provide forensic IT services, as a preferred vendor. In this capacity, Crosslin will be capturing data (both electronic and digital video) that may be required by human resources or legal council.

The Crosslin team will be much more than your auditors. We will use every engagement as an opportunity to identify and communicate suggestions to enhance your operations and expand your service delivery opportunities.



Other Representative Customers to Demonstrate Our Overall Experience

Athens Paper Company

Athlon Sports Communications

Autrans Corporation

Centrum Nashville, LLC

Chairmans Foods, Inc.

Choice Food Group

Citizens Savings Bank & Trust

Community Care, Inc.

Consumer Gasoline Stations

Coreslab U.S. Holdings, Inc.

J. Alexander's Corporation

Mapco Express

Mur-Ci Homes, Inc.

Nashville Orthopedic Specialists

O'Charley's, Inc.

Poinciana Management, Inc.

Rodgers Capital

Sagittarius (Captain D's)

Sholand, LLC

Southwestern / Great American, Inc. and Subsidiaries

Specialty Care Services Group

Sun-Drop Bottling

Tennessee Sports Medicine & Orthopaedics, P.C.

Tom James Company

XMI, Inc.



SPECIALTY CARE
SERVICES GROUP





Overview of the Firm

Crosslin & Associates, PLLC is a firm of accountants, auditors and consultants located in Nashville, Tennessee. We have approximately 60 team members, 11 of whom are principals in the firm and we serve customers all over the United States as well as internationally.

Our firm was founded as a PC more than 27 years ago by Managing Principal Dell Crosslin, David Hunt and two other CPAs with the desire to provide organizations with an alternative to the national accounting firm options. Several of the founding team came from “Big Four” firms and believed that a regional firm with national firm resources could provide quality service to organizations with more reasonable fees, more personal attention, and with a greater sense of urgency to deliver services to our customers. As national firms directed their focus to SEC and larger customers, Crosslin & Associates set out to serve governmental customers and utilities, educational institutions, not-for-profits, universities, and privately-owned companies, as well as to provide alternative services to the SEC market. Our firm has elected to register with the Governmental Audit Quality Center (“GAQC”), the Employee Benefit Plan Audit Quality Center (“EBPAQC”) of the American Institute of Certified Public Accounts (“AICPA”), and the Public Company Accounting and Oversight Board (“PCAOB”). We believe these memberships demonstrate our commitment to excellence in serving our customers.

Over the years, principals were added, the name has changed, and we have moved locations a few times, but the cornerstone on which the firm was founded has remained the same – to deliver outstanding service.

Crosslin & Associates has been named “Best in Business” and one of the “Best Places to Work” finalists in Middle Tennessee by the *Nashville Business Journal*. Crosslin recruits the best employees available without regard to race, religion, sex, or disabilities. Our team members are a diverse group of extremely talented individuals dedicated to outstanding service and the complete satisfaction of every customer we serve.

Crosslin & Associates is an active and contributing member of our community and the communities we serve, with team members involved in numerous not-for-profit organizations as board members, advisors, officers, and volunteers. We have been longtime supporters of not-for-profit organizations and initiatives, constantly encouraging our team members, customers, and colleagues to do their part to give back and help others. Crosslin & Associates was honored to receive the 2013 and 2014 Corporate Giving Award (dollars and volunteer hours) from the *Nashville Business Journal* recognizing our commitment to serving our community.

An independent member of the BDO Alliance, Crosslin provides business assurance, tax, and advisory services to organizations in a myriad of industries, including governmental entities, not-for-profit, education, foundations, religious organizations, healthcare, major privately-owned businesses, professional services, manufacturing, and distribution. The BDO Alliance gives us access to hundreds of professionals, if needed. It is the same relationship as a national firm using staff from another city. Our professionals possess the depth of experience and capabilities necessary to deliver outstanding service on each and every engagement, regardless of its scope or complexity. Through our hands-on approach and commitment to superior customer service, Crosslin and its subsidiaries truly are “business solution providers.”



Overview of the Firm

BDO Alliance Relationship

Crosslin & Associates, P.C. is an independent member of the BDO Alliance USA, a national network of select accounting firms with direct ties to BDO, the world's seventh largest international accounting firm. Membership in the Alliance gives us immediate access to the technical literature, customer services, training, technical expertise, research capability, and other resources of BDO and other Alliance members. Another advantage of our Alliance relationship is that we have the capability to obtain international firm opinions in a seamless fashion. The BDO Alliance networks more than 400 independently owned local and regional accounting and consulting, law, business consulting and technology firms.

As an Alliance member, Crosslin is able to provide customers with the best of both worlds - the depth and breadth of resources and expertise of a major global firm, and the reliable, personalized service that is the hallmark of an independent regional firm that knows and understands privately and publicly held companies.

Current Auditor Stats

	<u>Revenue</u>
Deloitte & Touche	\$13.89 billion
PricewaterhouseCoopers	\$11.04 billion
Ernst & Young	\$9.10 billion
BDO* Global Network	\$6.45 billion
KPMG	\$6.14 billion
McGladrey	\$1.37 billion
Grant Thornton	\$1.30 billion
Crowe Horwath	\$665 million
CliftonLarsonAllen	\$564 million
CohnReznick	\$508 million

Source: Revenue data from Accounting Today "2014 Top 100 Firms". (Fiscal 2013)

* BDO Global Networks's revenues, including Alliance members.



Overview of the Firm

How We Serve

Outstanding customer service. Our reputation depends on it.

Out•stand•ing
(out-stăn'dĩng)

adj. Distinguished in excellence
among others of its kind; superior

Distinguished. Superior. Excellent. There are countless ways to describe the service that accounting and consulting professionals should provide, but at Crosslin & Associates, we have our own word for it: outstanding. It describes what we are, what we offer, and what we strive to be.

From its inception, Crosslin & Associates has had one fundamental objective at the core of its operations: to provide outstanding service to our customers. On a daily basis, our team members carry out this service commitment according to our four cornerstone principles:

ACCOUNTABILITY – We structure our service approach around hands-on involvement by our principals, directors and managers, placing the responsibility for outstanding customer service at the highest levels of our firm.

CONSISTENCY – We are committed to ensuring the continuity of personnel assigned to each engagement. We strive to retain talented and knowledgeable professionals who are willing to make long-term commitments to the firm and to our customers.

OPPORTUNITY – Your accounting advisor must do more for you than simply complete the engagement. We actively search for ways to enhance your operations and to offer innovative ideas to expand your business opportunities. We want to be more than your accountant; we want to be your business solutions provider.

ACCESSIBILITY – Open lines of communication and regular meetings are essential to understanding your needs and expectations. Our accessibility and our technical expertise create a powerful combination that enables us to keep our promise of quality, innovation, and diligence.



Overview of the Firm

The Crosslin Team Commitment

In keeping with our pledge to deliver Outstanding Customer Service, we propose the following as guidelines for success:

OUR COMMITMENT TO YOU

We will respect the confidentiality of our working relationship.

We will act with integrity, honesty, and openness at all times.

We will assist you at the time of your call or will
return your phone calls promptly.

We will meet agreed-upon deadlines.

We will alert you of any circumstances beyond our control
that may interfere with the work in progress.

Our fees for any assignment will always be disclosed in advance.

YOUR COMMITMENT TO US

You will give us cooperation, responsiveness, and follow-through.

You will be accessible to us within the time frames
upon which we have agreed.

You will give us all of the information we need to do our work
in a timely manner.

You will be open, frank, and honest with us at all times.

You will let us know immediately of any concerns about our work together.

You agree to listen to any advice we offer. It is your decision
whether the advice is implemented.



Overview of the Firm

Peer Review and Training

Crosslin's most recent peer review was completed in January, 2014. In this peer review, Crosslin received the highest mark possible: a passing opinion with no comments. This peer review included our governmental/not-for-profit (A-133) engagements. Only a small percentage of accounting firms in the country receive this rating. Crosslin has received this same rating for seven consecutive peer reviews.

The American Institute of Certified Public Accountants invited all CPA firms to join and comply with certain stringent practice requirements in order to provide the public with the highest level of assurance that such firms conducted quality practices. Because our firm maintains the following standards, Crosslin is a member in good standing:

- Each member of our professional staff receives at least 40 hours of continuing professional education each year. We have BDO, AICPA, and internal training classes available to our team members.
- Each member of our auditing team biannually receives at least 16 hours of education directly related to governmental/not-for-profit auditing (including A-133 training). This exceeds the requirement of the Yellow Book.
- The firm adheres to a strict system of quality control procedures by the Public Company Accounting Oversight Board ("PCAOB"), Employee Benefit Plan Audit Quality Center ("EBPAQC"), and the American Institute of Certified Public Accountants ("AICPA"). We are members of the Governmental Accounting Quality Center ("GAQC").

Crosslin has worked hard to continually develop the firm and our team members. We do, however, look for ways to continually improve the way we do business, and therefore, better serve our customers.

Our peer review letter follows.

Quality Reviews

There has never been a disciplinary action taken or pending against Crosslin & Associates, P.C. during our history with state regulatory bodies or professional organizations.



JAYNES REITMEIER BOYD & THERRELL, P.C.
Certified Public Accountants
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P.O. Box 7616 | Waco, TX 76714
Main 254.776.4190 | Fax 254.776.8489 | jrbt.com

System Review Report

January 15, 2014

To the Principals of
Crosslin & Associates, P.C.
and the Peer Review Committee of the Tennessee Society of CPA's:

We have reviewed the system of quality control for the accounting and auditing practice of Crosslin & Associates, P.C. (the firm) in effect for the year ended August 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Crosslin & Associates, P.C. in effect for the year ended August 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crosslin & Associates, P.C. has received a peer review rating of *pass*.



Structure of the Firm

Selecting an accounting and consulting firm is one of the most important business decisions a government entity has to make. You want and expect timely and accurate service, of course, but this is just the beginning. You want to develop a relationship with the firm with whom you choose to work. You must be able to trust in your firm, in your engagement team, and in the quality of work that the team provides. You need more than just someone to get the work done. You want to choose the one firm which will best address your interests and the interests of the citizens you serve.

Other accounting firms may offer services similar to ours, but Crosslin stands alone when it comes to relationships. To each customer we serve, we pledge a level of customer service you simply cannot receive from another firm. This pledge, combined with our firm structure, technology, personnel, and substantial experience with governmental audits, distinguishes us from other firms.

Staff Continuity and Lack of Turnover

Based upon historical experience, Crosslin has been successful at maintaining continuity of engagement personnel with our customers. We have worked hard to recruit and retain an unusually dedicated staff. Over the last three years, we have had 13% turnover in our firm compared to 20% plus in the accounting industry. Of those who have departed, a large number are now client executives.

A continuing goal of Crosslin is the development and maintenance of a long-term relationship. Therefore, the planning, execution, and supervision of our work is rendered by principals and managers who are expected to serve you over many years. Because of the high touch nature of our principals and managers in serving our customers, you can be assured you will be served by professionals who know you well, long into the future!

As you can see from the organizational chart on page 24, many members of our audit staff have been on the City's engagement for 4 years. This proves our commitment to continuity of quality professionals and proves that we will keep assigned individuals working on the City engagement as they are promoted to positions of higher responsibility within our firm. This continuity was our promise in 2011 which we have kept and plan to continue to keep throughout our continued relationship with the City.

Integration of New Staff

In addition to our commitment to the continuity of team members assigned to work on the City's engagement, we will also integrate new staff on the engagement so that we can seamlessly continue to build our firm's institutional knowledge of the City. As changes in engagement personnel cannot always be prevented, it is important that competent replacements are available so that there are no disruptions to your team or to the audit process. Due to our extensive involvement with similar organizations, we have a wealth of professionals available with the proper industry experience and training in order to provide you with quality service on an ongoing basis.



Structure of the Firm

Involvement of Principal-In-Charge

Crosslin was founded on the belief that exceptional service can and should be delivered on all levels. Our principals enjoy having frequent interaction with their customers and we are committed to maintaining this philosophy.

Principal-in-Charge, Dan Miller, will continue to be heavily involved with the City throughout the year and will visit the City premises on a regular basis. Crosslin's philosophy is to provide you with a business partner who is available year-round to assist you. In addition, the reviews are performed on-site during fieldwork so that any questions or issues can be addressed and resolved on a timely basis.

Policy on Rotating Principals

Crosslin has experienced great success in building knowledgeable and well-versed teams for the City. By providing the City with the same senior leadership year after year, our team is familiar with the City's business operations, personnel, and the inner workings of the engagement. By growing this familiarity year after year, we are able to better serve you.

We have two principals intimately involved with the City engagement. By staffing in this manner, Crosslin will promote freshness on the account by suggesting a rotation of principal responsibilities on a cycle agreeable to, and at, the City's discretion. Therefore, all principals will remain on the engagement and retain history, but will periodically transfer assignments within the engagement to guarantee a fresh look at responsibilities.

Completion of the Audit Within the Required Timeframe

As the current auditors of the City, we begin planning for the next fiscal year's audit immediately after completing the fiscal year under audit. As soon as the interim financial statements are available, we begin audit procedures that ensure that we will meet the required timeframes for completion of all parts of the audit. In addition, we perform interim testing, which includes tests of controls, in order to finalize our planning, timing, and approach for the fiscal year under audit. This enables us to focus our time and resources on substantive testing during final fieldwork. Our team has proven that we can meet the required timeframe year after year.



Organization of Audit Staff and Assigned Audit Team

Organization of the Audit Staff

Certain experience of our Crosslin Audit Team includes the following:

<u>Name</u>	<u>Position</u>	<u>Years of Experience</u>
Dell Crosslin	Managing Principal	40+
David Hunt	Audit Principal	30
Angie Hoke	Audit Principal	20
John Crosslin	Audit Principal	17
Dan Miller	Audit Principal	14
Jennifer Manternach	Senior Audit Manager	15
Erica Saeger	Senior Audit Manager	9
Ben Nichols	Senior Audit Manager	7
Lisa Berg	Audit Supervisor	9
Damien Wynn	Audit Supervisor	6
		<u>167</u>

This chart demonstrates the depth of our team if ever a change in assignments became necessary.

"WOW!! The audit reports just arrived. We are blown away with how great they look! You have outdone our expectations several times over. Thank you so much. We are proud to hand out this report! Your humility and professionalism has been evident in all your work and is now evidenced once again in the report itself! THANK YOU!"

Lynn Stokes
Director of Audit
City of Clarksville

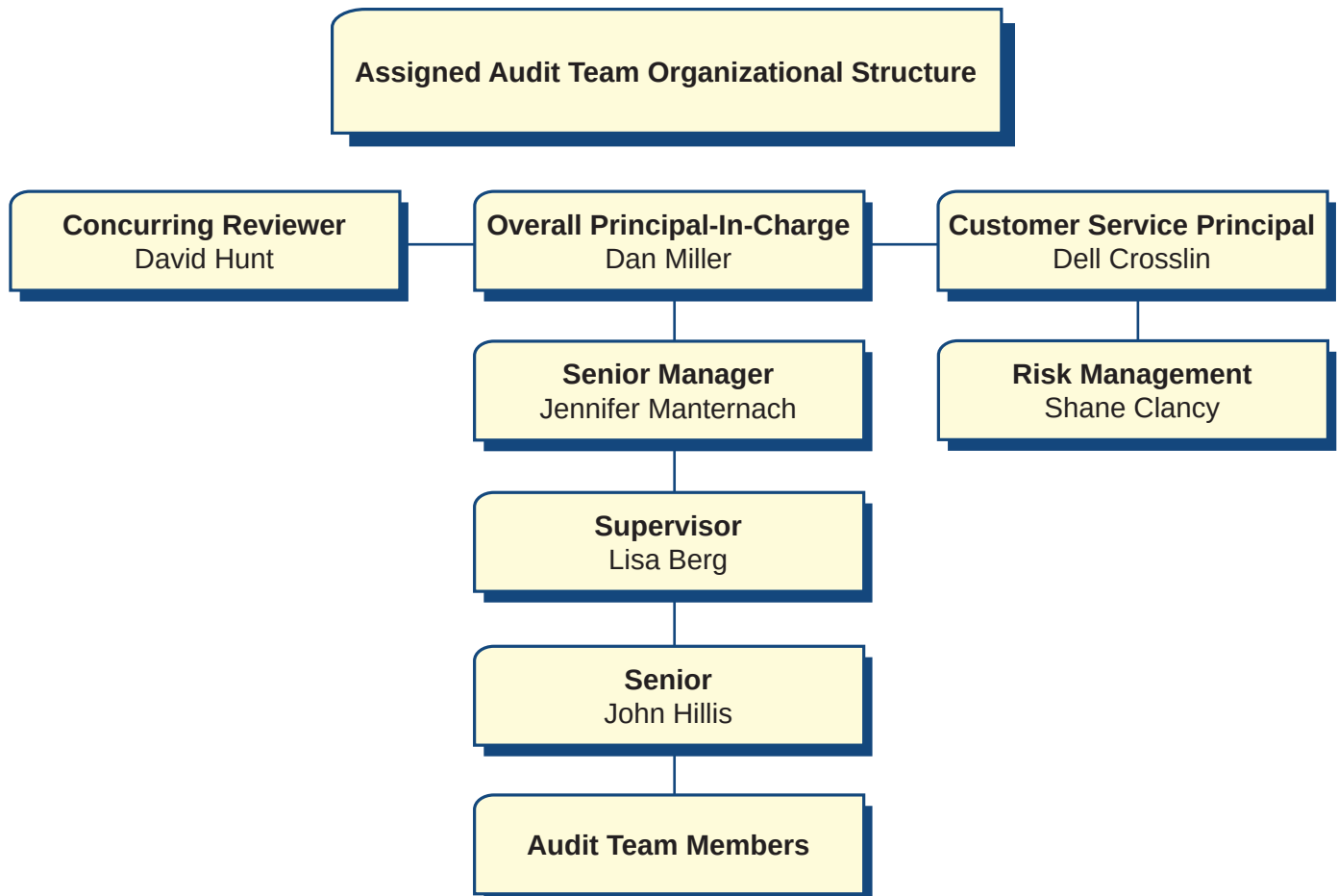


Organization of Audit Staff and Assigned Audit Team

Organization of the Assigned Audit Team

Our greatest strength is our people, and our firm was founded with the fundamental belief that we must deliver nothing less than outstanding customer service on each and every engagement. It is only through the dedication of our talented and knowledgeable team that we are able to maintain this service approach. We believe that there is simply no substitute for personal business relationships built on solid communication and timely interaction.

To that end, we have carefully selected the following team of professionals to serve the City. Each member of our customer service team has extensive experience with governmental entities, and OMB A-133 procedures. Each has received no less than 16 hours per year of continuing education focusing solely on governmental and A-133 audit procedures.





Qualifications of Staff

Daniel P. Miller, CPA **Audit Principal**

Dan has been with Crosslin for nearly 13 years after working at a Big Four firm in Pennsylvania. Dan has extensive experience on audit and consulting engagements in various industries including governments, not-for-profit, healthcare, manufacturing, construction, direct-selling, information technology, and financial services.

Dan has directed customer engagements including City of Franklin, The Metropolitan Government of Nashville and Davidson County's A-133 Single Audit, the Metropolitan Transit Authority, Metropolitan Nashville Airport Authority, City of Knoxville Pension System, City of Clarksville, Metropolitan Development and Housing Agency (prior), Southwestern/Great American, and Coreslab Structures.

Dan is particularly experienced with government and not-for-profit audits including all aspects of grant compliance and single audit testing. His experience involves auditing more than 25 different federal programs annually.

Dan serves on the firm's leadership team, conducts training for the audit team members and is actively involved in the firm's recruiting, technology and audit quality initiatives. He serves as Principal-in-Charge of Technical Matters for our audit practice. Dan is also in charge of the firm's Continuing Professional Education programs, including training goals, outside programs, and compliance. Dan completed the Nashville Young Leaders Council Program, and has joined the Board of the Imagination Library of Middle Tennessee. He has also served on the Finance Committee of Habitat for Humanity Young Professionals. Additionally, Dan has been recognized as a winner of the 2013 *Nashville Business Journal's* 40 under 40, which recognizes individuals under the age of 40 for their excellence in business and contributions to their communities in Middle Tennessee.



Education

Bachelor's Degree, Grove City College

Licenses & Certifications

CPA, Tennessee and Kentucky

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants

Other Activities

Board Member, Imagination Library of Middle Tennessee



Qualifications of Staff

David Hunt, CPA **Audit Principal**

David has been with Crosslin since its inception in 1987. David serves as Crosslin's Principal-In-Charge of governmental entities. His extensive experience includes audit, internal control consulting, mergers and acquisitions, and covers a wide variety of customers in fields including government, not-for-profit, manufacturing and distribution, healthcare, professional services, and hospitality. Customers served by David include the City of Franklin as concurring and technical reviewer, The Metropolitan Government of Nashville and Davidson County, the City of Knoxville, the City of White House, Murfreesboro City Schools, Harpeth Valley Utilities District (prior), University of the South (prior), Meharry Medical College, Union University, Carson-Newman University, Fisk University, and Coreslab holdings, Inc.

David is a Certified Public Accountant licensed in Tennessee and Kentucky, and is a member of the American Institute of Certified Public Accountants and the Tennessee Society of Certified Public Accountants. He oversees the firm's employee mentoring program, is active in community affairs, and has also served as a board member and Treasurer for the Middle Tennessee Chapter of the American Diabetes Association. David graduated cum laude from Trevecca University in Nashville, Tennessee with a dual major in accounting and business administration.



Education

Bachelor's Degree, Trevecca University

Licenses & Certifications

CPA, Tennessee and Kentucky

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants



Qualifications of Staff

J. Dell Crosslin, CPA, CFE **Managing Principal**

With more than 40 years of experience in accounting, auditing and consulting, Dell has served as a business advisor to governments, not-for-profits, healthcare, religious organizations, manufacturing and construction, real estate, and various other public and private entities. Dell has guided these various industries in numerous areas including audits, strategic planning, fraud examination, forensic accounting, information technology studies, and development of financial statement packages.

Having worked as both a private and public accountant, Dell's experience includes a tenure in the insurance industry, as well as a partnership with a Big Four Firm. In 1987, Dell and three other CPAs created what is today, Crosslin & Associates, a premier regional public accounting firm.

Under the Crosslin banner, customers served by Dell include the Cities of Franklin, Knoxville, Clarksville, and White House, The Metropolitan Government of Nashville and Davidson County, Metropolitan Transit Authority, Metropolitan Nashville Airport Authority, Nashville Electric Service (prior), Harpeth Valley Utilities (prior), Meharry Medical College, Fisk University, Bethel University, Carson-Newman University, and Coreslab Holdings, Inc.

Dell has been named to the InCharge in Banking and Finance list for 2011, 2012, 2013, and 2014 by the *Nashville Post* as well as one of Accounting's Finest 2012 by the same publication. He was named to the InCharge Healthcare 2012, 2013, and 2014 list by the *Nashville Medical News* and recognized as a Power Leader in Accounting 2012 by the *Nashville Business Journal*. Dell has previously served as a board member for Catholic Charities of Tennessee and currently serves on the Board of St. Thomas Health Services in Nashville, TN serving as chairman of the Audit Committee and as a member of the Finance Committee.



Education

Bachelor's Degree, Peabody College of Vanderbilt University

Licenses & Certifications

CPA, Tennessee and Kentucky

Certified Fraud Examiner

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants

Other Activities

Board Member, St. Thomas Health Services

Former Board Member, Catholic Charities of Tennessee



Qualifications of Staff

Shane W. Clancy, CISSP, GCIH, GCFA, GWAPT, PCI DSS QSA Principal

As Principal for Crosslin Technologies, a sister company of Crosslin & Associates, Shane provides a broad range of information security, risk management, and compliance validation services to governmental, health care, not-for-profits, financial, retail, higher education, and manufacturing organizations. His experience includes performing providing security compliance assessments to governmental, not-for-profit, and healthcare entities. Shane coordinates incident response and contingency plans for companies that have experienced data breaches. He also works with customers to develop preventive measures and assists with implementation of these security processes. Additionally, Shane has experience with responding to and participating in fraud and forensic investigations that warrant IT forensic activity and third party chain of custody support for litigation matters.

He builds upon over two decades of success in both the management of information security programs and the technical implementation and evaluation of information security technologies to ensure that his customers' immediate needs and strategic goals are met in the most efficient manner possible. Prior to joining Crosslin Technologies, Shane served as the Director of Federal Risk Management at Securion, LLC.

As the Director of Securion's Federal Risk Management Practice, Shane was responsible for ensuring that his federal customer base addressed information security risks and compliance matters. He has assisted multiple federal agencies in the elimination of both risk and inefficient information security business practices, which dramatically improved their ability to handle increasing workloads and evolving threat vectors. His approach to proactive risk management assisted large federal agencies within the departments of Justice, Homeland Security, Transportation and Defense in achieving and sustaining their information security goals.

Shane holds the Global Information Assurance Certification (GIAC) and has served as the technical representative from the Federal Bureau of Investigation to the Director of National Intelligence. Shane has authored works on malicious code, security engineering, and government policy and codes in three languages.

Shane has performed IT assessments for such organizations as the City of Franklin, The Metropolitan Government of Nashville and Davidson County, the City of Knoxville, the City of Clarksville, Martin Methodist College, Meharry Medical College, Southwestern Company, and CDE Lightband (CDE Power Board of Clarksville and Clarksville Department of Electricity).



Education

Bachelor of Science in
Computer Information
Systems, Strayer University

Licenses & Certifications

GIAC Incident Handling and
Advanced Hacker Techniques
(GCIH)

GIAC Forensic Analyst (GCFA)

GIAC Web Application
Penetration Tester (GWAPT)

Certified Information Systems
Security Professional (CISSP)

Payment Card Industry Data
Security Standard Qualified
Security Assessor (PCI DSS
QSA)



Qualifications of Staff

Jennifer Manternach, CPA **Senior Audit Manager**

Jennifer had more than ten years of both public and private accounting prior to joining Crosslin & Associates in 2011. She is well versed in both audit and tax for governmental, not-for-profit, educational, religious organizations, and privately-owned organizations, as well as for health care organizations which were comprised of several hundred medical sites and pharmacies. Other industries served by Jennifer include manufacturing, privately owned businesses, and education. Jennifer also monitored internal controls and SOX compliance for several businesses.

Customers presently served by Jennifer include the City of Franklin, the Metropolitan Government of Nashville and Davidson County, Tennessee, the City of Knoxville, Tennessee, Murfreesboro City Schools, Fisk University, Meharry Medical College, Carson Newman University, the Tennessee Baptist Adult Homes, STEM Academy, KIPP Academy Nashville, Smithson Craighead Academy, Project Reflect, Inc., St. Thomas Health Services, Conference Center at Cool Springs, and Delek (formerly Mapco).



Education

Bachelor's Degree, Luther College

Licenses & Certifications

CPA, Tennessee and Illinois

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants



Qualifications of Staff

Lisa Berg **Audit Supervisor**

Lisa has been with Crosslin & Associates for five years. She is well versed in auditing numerous industries within the public accounting sector including governments, religious organizations, not-for-profits, educational institutions, and construction.

Customers served by Lisa include the City of Knoxville, Tennessee, The Metropolitan Government of Nashville and Davidson County, Tennessee, The Roman Catholic Diocese of Nashville, The United Methodist Foundation of the Kentucky Annual Conference, Union University, Fisk University, Safe Haven Family Shelter, and O'More College of Design.

Lisa is a member of the Westminster Presbyterian Church where she coaches the girls basketball team. She is also a member of the Junior League of Nashville and previously served as a corporate Board Member of the YMCA of Rutherford County for three years.



Education

Bachelor's Degree, Trevecca Nazarene University

Professional Associations

Member, Tennessee Society of Certified Public Accountants

Member, American Institute of Certified Public Accountants



Scope of Services

Philosophy and Understanding of Scope of Services

Our audit philosophy involves extensive principal and manager involvement in all aspects of each engagement, from the planning stages to the execution and reporting phases of the audit. For the City engagement, **principal and manager time will be more than 40% of total hours.** This assures that the key members of your customer service team will be accessible to the City's management essentially on a full-time basis, resolving issues and providing answers and ideas that meet your needs, as they arise.

We believe there are several critical elements that contribute to the success of any engagement. These include proper planning and organization, as well as communication and coordination between our firm and the customer. We will meet with the appropriate management personnel during all phases of the audit engagement and will hold progress meetings throughout the course of the audit.

Our practice is to address all known key accounting and reporting issues, which could affect the conduct of the audit and our audit opinion, in the planning stages of the engagement. This serves to reduce the "surprise" element to the lowest level possible. When issues do arise, it has been our experience that timely and prompt resolution of the issues is essential to meeting the objectives of the audit and to customer satisfaction. This approach results in positive working relationships between our firm and our customers. It also helps us to achieve an efficient and effective audit, enabling us to keep fees at favorable levels.

A description of the nature and scope of services and deliverables required by the City for the year ending June 30, 2015, is as follows:

- We will perform a financial audit and express our opinion on the City's basic financial statements, including the governmental activities, business type activities, each major fund and the aggregate remaining fund information, and the budgetary comparison schedule of the General Fund of the City of Franklin.
- We will subject additional information included in the CAFR, such as Management's Discussion and Analysis, Required Supplemental Information, Schedules, and Statistical Information, to the appropriate limited procedures necessary for reference in our audit opinion.



Scope of Services

Philosophy and Understanding of Scope of Services

- Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We also will audit the compliance of the City with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 that are applicable to each of its major federal programs. Based on our audits we will:
- Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133 and on the Schedules of Expenditures of Federal Awards and State Financial Assistance.

Commitment to Serving the Government Sector

As evidenced by our serving as auditors and business advisors for Cities of Franklin, Knoxville, Clarksville, and White House, Tennessee, the Metropolitan Government of Nashville and Davidson County, Metropolitan Nashville Airport Authority, Metropolitan Transit Authority, Murfreesboro City Schools, and other entities noted in this proposal, we are committed to serving the government sector. Given the size and complexity of the City's financial operations, it is paramount that you select a team that is committed to the City and the government sector. Additionally, we are local to the City considering that several of our team members live in or near the City. Our proposed team demonstrates that we can deliver national firm quality at a more economical cost to the City.

Our proposed team represents local professionals dedicated to superior service and a commitment of resources to accomplish the RFP requirements on a timely basis.

No other Firm, including other regional or national firms, can provide a more qualified or experienced team to serve the City.



Audit Approach

Through our deep experience in serving governments large, small, and in between, we have developed and tailored a specific and comprehensive audit approach. Our approach is based on the structure of the BDO governmental audit approach which is used for the audit of the Metropolitan Government of Nashville and Davidson County and Washington, D.C., among others. Our risk-based approach appropriately addresses the requirements of U. S. generally accepted auditing standards (including AICPA Risk Assessment Standards), as well as the standards applicable to financial audits contained in *Government Auditing Standards*, as issued by the Comptroller General of the United States, and the compliance requirements described in OMB Circular A-133. The approach entails an analysis of business and audit risks that lead to a focused audit effort and has also been designed to address risk, and those matters which we believe will be of particular importance to management, the Budget & Finance Committee, Board of Mayor and Aldermen, and the citizens of the City of Franklin. We will continue to leverage our experience base and will build upon our deep understanding of governments and their trends in the perpetual development of our audit approach for the future. As conditions change, we will continue to enhance our understanding of critical business and audit areas through comprehensive audit planning and risk assessment.

Throughout the audit process, we gain knowledge which, combined with our governmental experience and expertise, provides us with a unique insight into the City's operations. It also provides us with opportunities for identifying improvements, not only with respect to accounting and information systems, but also regarding broader and often more significant areas such as organizational structure and financial planning. Our government experience allows us to also be a resource for the City and provide specific suggestions and industry advice. Our approach is designed not only to satisfy professional auditing standards, but also to add value and meet the needs of the City of Franklin.

We developed our audit approach based on BDO's approach and our experience auditing governments and governmental entities over many years. The key element in performing a successful audit is to have knowledgeable professionals who know the industry and business environment. In order to perform the audit timely and meet or precede your deadlines, we will work closely with your staff while planning the engagement.

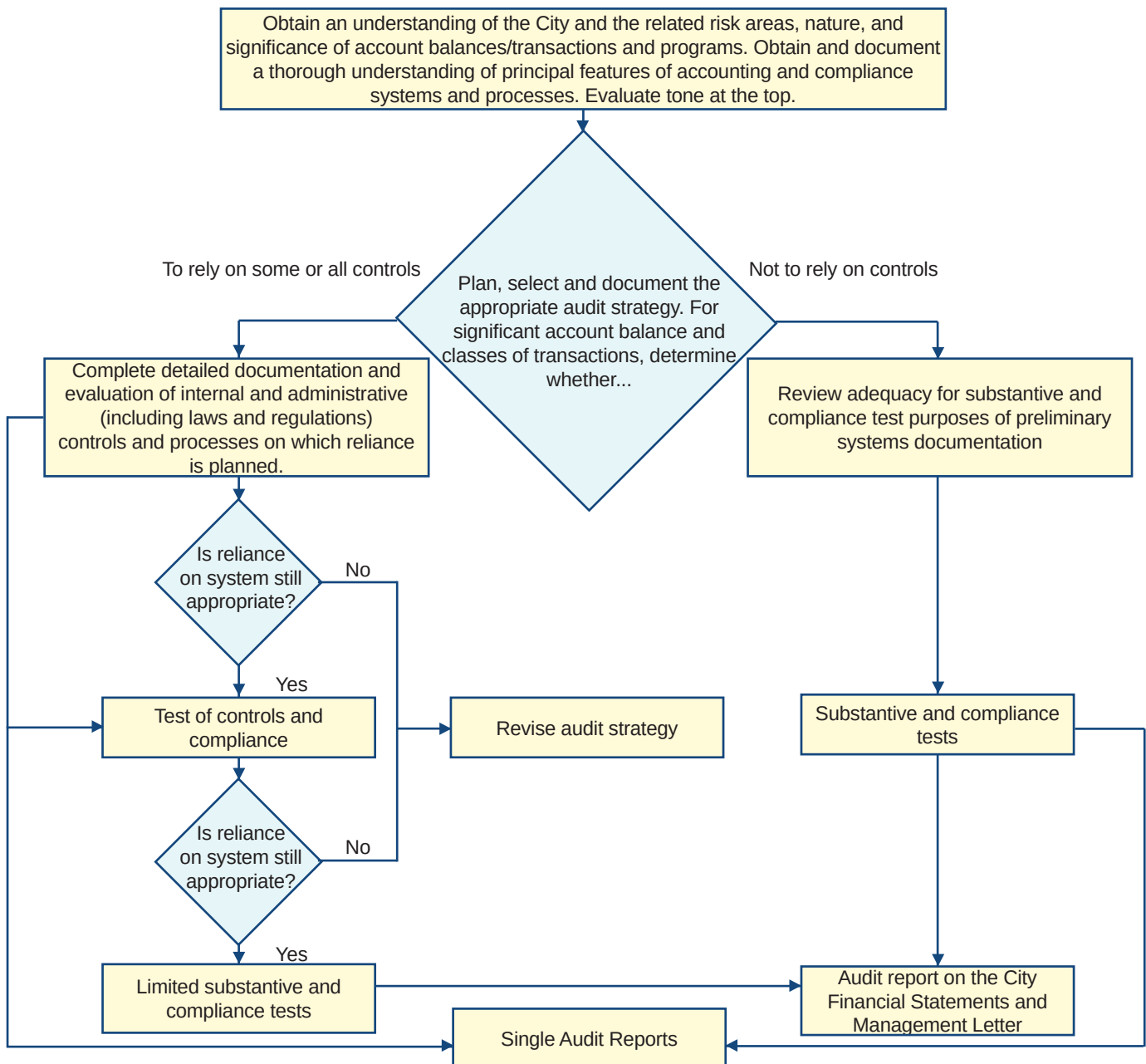
We believe that the audit approach is appropriate, comprehensive, and specifically tailored to the City and its mission.



Audit Approach

There are four integral components to the City's audit: the financial statement audit; the OMB Circular A-133 "Single Audit"; the consideration of compliance with laws and regulations; the reporting and communication of the results of our audit and quality assurance.

The following is a graphical summary of our audit approach for the City:





Audit Approach

FINANCIAL STATEMENT AUDIT

Financial Statement Audit Planning and Risk Assessment

Our audit planning emphasizes risk assessment in terms of financial statement assertions and the design of audit tests that are responsive to the identified risks. This process takes place in the following steps:

- Building on our understanding of the City's operations, relationships, and services
- Identifying and assessing external and internal business risks and their possible impact on the City's financial statements
- Identifying key financial statement assertions related to significant account balances, classes of transactions and estimates
- Assessing the specific risks that pertain to key financial statement assertions, and the risk of material misstatement and non-compliance due to fraud
- Developing auditing procedures designed to respond specifically to the identified risks.

Understanding of the City's Operations

Our firm places significant emphasis on understanding our customer, its operations, and the impact on our audit. The key element of effective audit planning is our thorough understanding of all of the City's operations. This includes operating environment, accounting, and internal accounting control structure, and financial position. Our years of experience with governments will help us quickly capture the relevant information to develop a detailed understanding of these elements. Therefore, we can effectively assess risk, identify the nature of significant account balances/transaction classes, and design efficient and effective audit tests and procedures.

Business Risks

The identification, evaluation and management of business risks that may affect the operations of the City and impact its financial statements is essential to the fulfillment of its mission. We will identify and test the systems and processes that the City has in place to manage these risks.



Audit Approach

FINANCIAL STATEMENT AUDIT (continued)

Financial Statement Assertions

Audit planning also must assess risk in relation to financial statement assertions. As your auditors, we will gather sufficient, appropriate audit evidence to provide a reasonable basis for expressing our opinions about these assertions embodied in your basic financial statements. The nature of audit evidence that we require (i.e., direct or indirect) depends upon the nature and importance of the assertion. We will gain an understanding of the attributes and internal controls over financial reporting and will test the significant controls and their effectiveness. Direct substantive tests will be performed for certain significant financial statement assertions (i.e., those assertions which, due to their nature, are likely to be important to users of the financial statements). The nature and design of those substantive tests will vary and depend on the results of process and control testing.

Audit Risk

Risk assessment is the essential element in the audit planning process. When a reliable risk profile is developed and appropriate risk-assessment decisions are made in the initial planning process, the amount of testing can be correlated with each audit area's relative risk. The result: a more focused, efficient, and effective audit.

Audit risk is a function of the risk that the financial statements prepared by management are materially misstated and the risk that the auditor will not detect such material misstatement.

For individual accounts or classes of transactions, audit risk is a combination of: (1) the risk that the balance or class contains errors that, when aggregated with errors in other balances or classes, could be material to the financial statements, and (2) the risk that any such errors that occur will not be detected by the auditor.

We consider risk in our internal controls assessment and testing and in selecting particular substantive tests to achieve our audit objectives. We are acutely interested in limiting overall audit risk to an acceptable level. The nature, timing, and extent of our auditing procedures will be correlated with our assessment of risk. The extent of our substantive audit tests will be directly related to our assessment of risk prior to performing such tests.

Our audit approach classifies the risk of error into two categories - high risk and normal risk - and identifies factors that affect assessment of the risk or error. These factors can be classified into two broad groups: overall risk factors and risk factors specific to account balances or classes of transactions, which include the related internal accounting controls, the nature of the transaction(s) and any errors found in the past.



Audit Approach

FINANCIAL STATEMENT AUDIT (continued)

Audit Risk (continued)

Crosslin & Associates has assembled a dynamic team of professionals in our Information Technology (IT) department led by Shane Clancy, IT Assurance Principal. As part of our risk assessment, we will evaluate the City's electronic data processing (EDP) environment in accordance with *Government Auditing Standards* and AICPA guidelines. The objectives of these reviews are to (1) obtain an understanding of relevant systems controls to identify areas that could pose potential auditing risks, (2) determine whether sufficient controls are in place to protect the integrity and reliability of financial data, (3) determine the capability of the core financial management system in carrying out financial data processing, and (4) test the systems controls for the core financial management information systems.

Response to Audit Risk

We will tailor our specific auditing procedures for the City to correspond with the significance of the financial statement assertions and our assessed levels of risk. If processes and controls are determined through testing to be effective and operating properly, analytical review procedures may provide the required assurance regarding many financial statements assertions; however, tests of details are necessary for some assertions in order to limit audit risk to acceptable levels.

We plan to gain an understanding of, and test through sampling, internal controls for the following processes:

- Risk assessment
- Monthly and annual financial reporting
- Information technology and security
- Manual journal entries
- Investments
- Bank reconciliations
- Cash receipts
- Revenue recognition, especially with respect to property taxes, state shared taxes, and grants
- Cash disbursements, including payroll and budgeting
- Expenditure/expense recognition
- Capital assets



Audit Approach

FINANCIAL STATEMENT AUDIT (continued)

Response to Audit Risk (continued)

In addition, we will perform detailed testing including, but not limited to, inspecting original source documents, sending confirmations, etc., for certain significant accounts and transaction classes that extend across several opinion units, as follows:

- Cash, cash equivalents, and investments
- Capital assets
- Long-term debt
- Tax revenues
- Grant revenues

Assuming the results of our testing noted above support our preliminary risk assessments, we will augment testing with limited additional procedures consisting of analytical review and other procedures for the respective opinion units to satisfy ourselves that the risk of material misstatement and non-compliance is at an appropriately low level for us to render our opinions.

Performing Work on Related Areas Together

Performing work on related audit areas together results in significant efficiencies. Identifying systems and processes where this can be done is, therefore, is an important part of our audit planning. Having members of the engagement team performing all related work together reduces the time learning the City's systems and gives us a more complete and cohesive understanding of the City's transactions and processes.

Computer Assisted Audit Techniques

We apply computer-assisted audit techniques on most engagements and expect to do so on the City engagement. These techniques minimize manual-effort in the audit process for both the auditors and the customer. We have the capability to electronically transfer data from a customer's system, permitting us to perform audit procedures more effectively and efficiently. We use several software packages, most notably CaseWare, Thomson PPC CheckPoint and related products.



Audit Approach

SINGLE AUDIT APPROACH (A-133)

The City's functions are partially funded through various federal award programs. Accordingly, an important part of our audit approach focuses on the internal controls and compliance with the requirements of these programs.

The Office of Management and Budget (OMB) Circular A-133 requires the auditor to use a risk-based approach to determine which federal programs are major programs. Our risk-based approach includes consideration of current and prior audit experience and results, oversight by federal agencies, and pass-through agencies and the inherent risks of the federal programs. The risk-based approach is designed to focus the Single Audit on higher-risk programs (major programs).

Our firm specializes in A-133 audits. We invest significant time training and learning grant programs. We perform numerous A-133 audits on an annual basis, covering more than one-half billion dollars in federal awards. Additionally, we have experience in auditing many of the programs historically determined as major programs for the City. We understand the purpose, complexities, and requirements of the programs.

Through our membership and participation in the AICPA's Governmental Audit Quality Center and our experience, we believe that we are uniquely qualified to analyze the requirements of the programs and to test them appropriately.

The OMB has issued the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule," which will significantly change administration and auditing of federal programs in the near future. The Rule replaces A-133 and various other OMB Circulars. We will work with management to ensure appropriate implementation.

"The principals and staff at Crosslin & Associates are always professional and easy to work with during our annual audits. They are also sensitive to their clients' needs... They have vast knowledge of accounting rules and pronouncements across several industries."

Edward Oliphant
Chief Financial Officer
Nashville Metropolitan Transit Authority



Audit Approach

SINGLE AUDIT APPROACH (A-133) (continued)

The City will qualify as a low-risk auditee for fiscal 2015, and accordingly, we will test federal major program expenditures to achieve a minimum of 25% coverage of total federal expenditures. To smooth the effects of major program expenditures on our audit procedures, we establish for each customer a detailed plan that ensures testing of each Type A program at least once every three years, while avoiding significant spikes in the quantity of major programs tested in a single year. Based on your prior year CAFR, we performed preliminary assessments of risk for the City's federal programs based in part on historical testing and findings, as well as materiality, both qualitatively and quantitatively, and complexity. We anticipate that the following, at a minimum, will be tested as major programs over the next three years:

- DOT Highway Planning and Construction Cluster
- DOT Federal Transit Cluster
- Community Development Block Grant

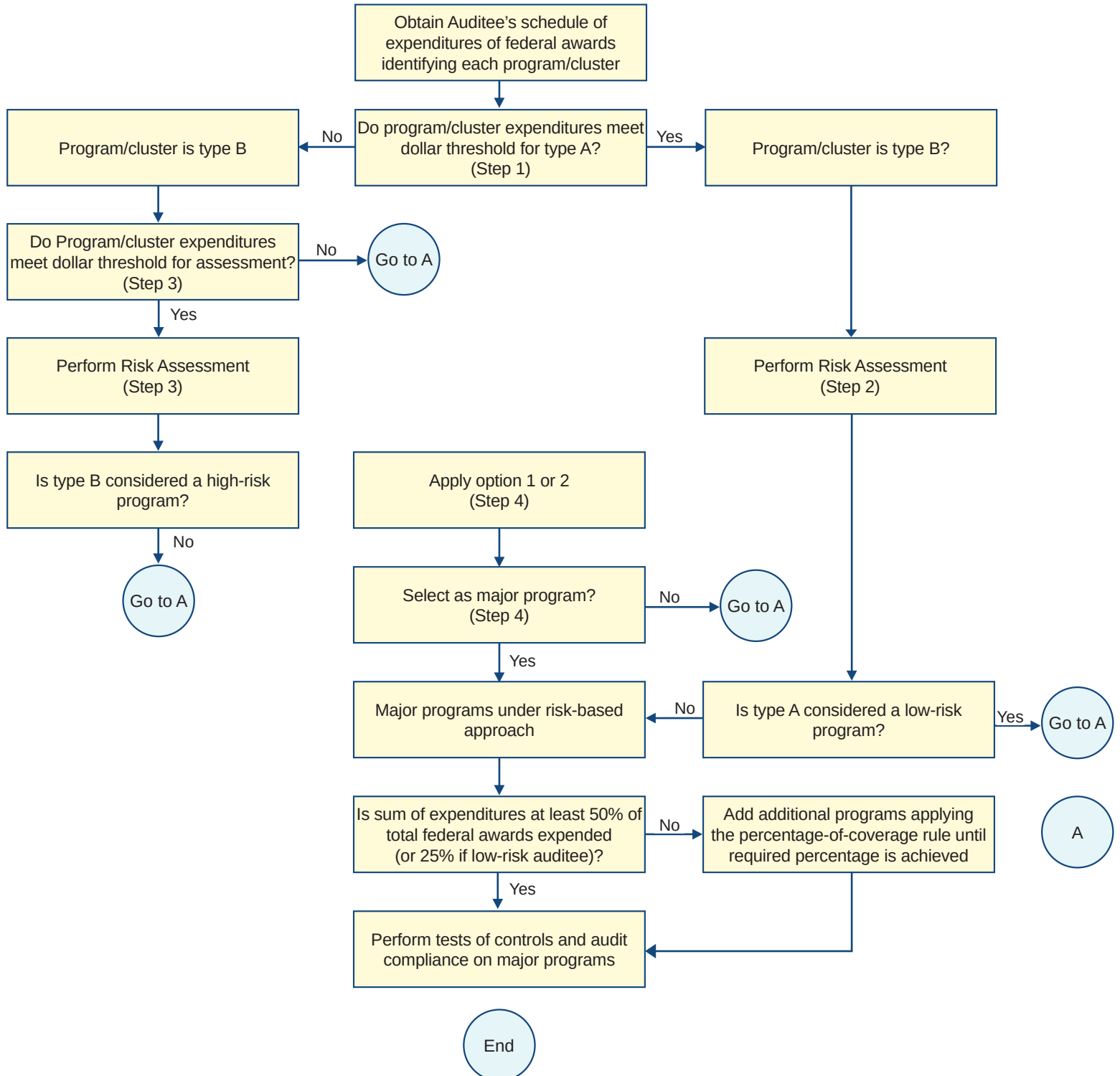
The above selections are anticipated, and actual selections may change depending on actual program expenditures and results of audit procedures from previous years.

The flowchart on the following page illustrates the application of our risk-based approach for determining major programs for testing. In addition, we have included detailed procedures relating to the Single Audit approach.



Audit Approach

SINGLE AUDIT APPROACH (A-133) (continued)





Audit Approach

SINGLE AUDIT APPROACH (A-133) (continued)

A summary of our audit procedures with respect to Single Audit compliance testing follows:

1. Planning

- Obtain a listing of all federal program expenditures and identify major programs for testing (capital and operating grants) through application of the risk-based audit approach for federal programs
- Review contracts, agreements and the OMB Circular A-133 *Compliance Supplement* to determine appropriate compliance requirements to test
- Arrange preliminary meeting with grant/program coordinators and various staff to discuss audit process and communicate our needs
- If necessary, discuss audit procedures and any special concerns with the respective federal awarding agencies
- Obtain an understanding of monitoring system for assistance programs.

2. System Understanding and Documentation

- Rely to the extent possible on information and testing obtained in the planning for the financial statement audit
- Identify administrative controls to address program requirements
- Obtain an understanding of the financial program reporting system
- Evaluate and test the five COSO elements of controls for major programs. It is our approach to perform both internal control and program compliance tests utilizing the same sample of transactions (dual purpose testing).



Audit Approach

SINGLE AUDIT APPROACH (A-133) (continued)

A summary of our audit procedures with respect to Single Audit compliance testing follows: (continued)

3. Detailed Testing

- Test a representative sample of transactions from major programs for propriety and compliance with laws, regulations, contracts, grants and specific program requirements
- Conduct compliance tests to verify administrative controls work effectively and as documented
- Review regulatory reporting
- Draft reports of findings, if any, and discuss with program coordinators and City management
- Perform two principal reviews of workpapers and reports
- Include appropriate reports on internal controls and compliance in the City's Single Audit reports and report to the Budget & Finance Committee.

"We are a very satisfied client of Crosslin & Associates. We have found the staff to be very knowledgeable and professional in all aspects of their accounting services. Our audited financial statements are prepared on a very timely basis along with various other tax reports/returns completed during the year. More importantly, as we have learned, is the character and integrity of Crosslin & Associates who earned the trust and respect of our senior management and our Board of Directors."

Jocelyn Briddell, Executive Director
Scarritt-Bennett Center, Nashville, TN



Audit Approach

COMPLIANCE WITH LAWS AND REGULATIONS

An important element of an audit performed in accordance with *Government Auditing Standards* is consideration of the City's compliance with laws and regulations. Our audit approach to determine the laws and regulations that will be subject to our testwork includes a thorough understanding and application of the following:

1. Specific Audit Program - Laws and Regulations:

We will complete our specific audit program designed to identify the laws and regulations with which the City must comply, as well as test the compliance.

2. Provisions and Regulations of Grant Agreements:

We will test the City's compliance with laws and regulations relating to grant programs in conjunction with our A-133 testing.

3. State Laws and Regulations:

We will review and test laws and regulations of the State of Tennessee as detailed within the comprehensive State Department of Audit "Audit Manual," issued by the Comptroller of the Treasury. Specifically, the Audit Manual identifies procedures to be performed relating to significant fraud risk areas for local governments.

The results of testing the City's compliance with laws and regulations will be addressed in our reports to management and the Budget & Finance Committee.



Audit Approach

REPORTING, COMMUNICATION AND QUALITY ASSURANCE

Communication is an essential part of an effective audit. As your business partner, we want to interact with you as much as possible, not only during the audit, but throughout the year as well. During the course of the audit, we will meet with appropriate financial management personnel to provide a status of the audit engagement. The status reports will address the progress of our procedures, any problems encountered, open items, and any other issues we believe need to be brought to the attention of management.

Our firm policies require two principal reviews of audit workpapers and financial statements. In addition, detailed timely audit workpaper and quality control reviews are conducted at appropriate levels throughout the course of the audit. We believe that our approach to continuous communication and our quality assurance and reporting procedures will assure timely completion and performance in accordance with the requirements of the City.

A summary of the reporting, communication and quality assurance steps is as follows:

- Review the City's CAFR and prepare internal control and compliance reports and Management Letter
- Final detail and quality control reviews
- Exit conference preparation and attendance
- Finalization of reports and letters
- Presentation of reports to the Budget & Finance Committee and/or the Board of Mayor and Aldermen as requested
- Review of the Data Collection Form and required reports for submission to the Federal Audit Clearinghouse
- Interface throughout the year to address questions and issues as they arise
- Submit reports to the State of Tennessee Comptroller Office and Federal Clearinghouse



Audit Approach

REPORTING, COMMUNICATION AND QUALITY ASSURANCE (continued)

We will communicate any significant deficiencies and material weaknesses found during the audit. Other control deficiencies will be reported in a separate letter to management referred to in the report on internal controls. Any indications of fraud will immediately be communicated in a written report to the appropriate levels of management, the cognizant agent for federal reporting, and the State of Tennessee Comptroller of the Treasury.

Additionally, we will communicate with management and the Budget & Finance Committee as required by professional standards and as necessary to fulfill our requirements and assure they are informed of each of the following:

- The auditors' responsibility under U.S. generally accepted auditing standards, *Government Auditing Standards* and OMB Circular A-133
- Management's responsibility for the CAFR and financial disclosures
- Significant accounting policies and financial statement disclosures, including implementation of new pronouncements
- Management judgments and accounting estimates
- Consideration of the internal control structure
- Difficulties encountered in performing the audit
- Corrected and uncorrected misstatements
- Comments on quality of accounting principals and disclosures
- Disagreements with management
- Management representations
- Management consultations with other independent accountants
- Review of other information
- Major issues discussed with management prior to retention
- Other information in documents containing audited financial statements
- Any instances of fraud encountered during the audit
- Upcoming accounting or auditing pronouncements



Audit Approach

Potential Audit Issues

Although we do not anticipate any significant, unusual audit issues at this time, several accounting pronouncements and new compliance requirements apply to the City in the relative near term. Following is a list of items that, to the extent material, that will be items to consider during our audit:

- GASB Statement No. 68 - *Accounting and Financial Reporting for Pensions - an Amendment of GASB Statement No. 27* - this Statement improves accounting and financial reporting by state and local governments for pensions. This pronouncement is effective in fiscal 2015 and is a significant statement which will greatly impact accounting and financial reporting for pensions by governmental employees. We know your pension plan and will ensure appropriate implementation of this standard.
- GASB Statement No. 69 - *Government Operations and Disposals of Government Operations* - this Statement establishes accounting and financial reporting standards related to government combinations and disposals of government operations. This pronouncement is effective in fiscal 2015.
- GASB Statement No. 71 - *Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68* - this Statement improves accounting and financial reporting by state and local governments for pensions by addressing an issue in GASB Statement No. 68 concerning transition provisions related to certain pension contributions made to defined benefit pension plans prior to implementation of that statement. This pronouncement is effective in fiscal 2015.
- The OMB has issued the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule," which will significantly change administration and auditing of federal programs in the near future. The Rule replaces A-133 and various other OMB Circulars. We will work with management to ensure appropriate implementation.

The government and standard-setting bodies are issuing guidance at an unprecedented pace. Crosslin & Associates is constantly receiving, reviewing, and searching for the latest authoritative literature, in part through its involvement with the AICPA's Government Audit Quality Center and the Government Finance Officers Association (GFOA), including GFOA's Special Review Committee. We routinely interface with our customers to ensure proper understanding and application of pronouncements, standards, interpretations, and addenda that arise. In addition, we expect to join the City's personnel in relevant discussions to implement all new standards as they arise.



Audit Timing

Timeline

We have performed the City's audit timely and will continue to do so. We are fully committed and able to perform the audit within your timeline. All audit activities will be performed in accordance with the deadlines described in the Request for Proposal. The following chart illustrates the timing of our audit activities for the year ending June 30, 2015. A similar schedule will be developed for the subsequent years' audits.

AUDIT TIMELINE								
		Upon Selection	June	August	September	October	November	December
Planning and Interim Procedures	Entrance conference with Management and meet with the Budget & Finance Committee							
	Financial Audit Planning and Internal Control Documentation							
	Conduct Internal Control and Process Testwork							
	Single Audit OMB Circular A-133 Planning and Testwork							
Year-End Fieldwork	Update Planning from Interim							
	Year-End Audit Fieldwork Including Substantive Procedures							
	Update Management throughout the Audit regarding progress and any adjustments and findings							
Reporting	Provide drafts of any findings, related recommendations, and Management Letter							
	Provide preliminary comments on Draft Financial and Notes (CAFR)							
	Issue final Financial Statements (CAFR)							
Communication	Communicate to the Budget & Finance Committee the results of the Audit, Management Letter, and other matters							
Other	Complete Review of the Data Collection Form to be submitted to the Federal Audit Clearinghouse							



Audit Timing

Timeline

We are sensitive to the mandate with which the City must comply regarding the issuance of the CAFR. Therefore, we commit to this schedule for completion of each segment of the audit within the timeline presented below:

Planning and Interim Procedures – June

- Entrance conferences with the management and the Budget & Finance Committee to discuss audit planning, timeline and performance schedule, accounting and reporting issues. Establish a schedule of progress conferences with management
- Review workpapers and prior year reports. Consider current year changes needed due to recent technical pronouncements and management's needs
- Consider impact of recent technical pronouncements
- Perform analytical review procedures related to interim financial information
- Identify and document significant business and accounting processes, accounting cycles and applications and the related internal controls over these areas
- Follow up on the status of implementation of prior year's recommendations contained in the CAFR and management letter
- Meet with key members of your information technology and business applications management to identify and review general and application controls
- Craft the audit management plan and detailed audit plan including development of specific audit programs
- Obtain and review permanent file information, and BOMA and Committee minutes and prepare lists of audit schedules to be prepared by City personnel
- Prepare confirmations and correspondence and conduct fraud inquiry meetings
- Determine major programs, document and conduct internal control and compliance testing for A-133 Single Audit
- Conduct test work on internal controls over the accounting processes, cycles and applications of the audit segments



Audit Timing

Timeline

Progress Conferences – *To be held throughout the audit process*

Year-End Fieldwork – *September and October*

- Conduct substantive procedures for the audit segments based on results of our internal control testing and in accordance with our audit plan
- Obtain and apply planned procedures to actuarial valuations for pension plans

Reporting – *November and December*

- Provide drafts of any findings, related recommendations and management letter
- Provide preliminary comments on draft financial statements and work with management to finalize CAFR
- Issue draft financial statements for BOMA review

Communication – *December, Exact date to be determined*

- Communicate to the Budget & Finance Committee the results of the audit, management letter and other matters
- Issue final financial statements upon approval from BOMA

Other – *December*

- Complete review of Data Collection Form to be submitted to the Federal Audit Clearinghouse



Assistance of City Staff and Availability of the Auditor

Assistance of City Staff

We understand that information in support of the audit will be prepared and available for our audit teams upon our arrival for fieldwork. We value the importance of the City Finance team and their time. We assure you that we will make maximum utilization of the resources and information that is available in planning the timing and extent of our audit procedures. We have worked well together and promise to in the future.

Availability of the Auditor

Crosslin believes that continuous and candid communication is the key to a successful service engagement. We will meet with your financial leadership frequently beginning with our engagement planning immediately upon our re-appointment. While audit fieldwork is in process at interim and at final, we suggest status meetings no less frequently than every two weeks to inform you of our audit progress. We will make management aware of problem situations immediately. We are part of the solution, not the issue.

Our mutual goal should be to avoid problems and surprises to the extent possible. The best way to accomplish this is to develop a free flow of communication in both directions. As we have proven throughout our tenure, we are available to meet with you whenever a need may arise. We encourage the staff to contact us with issues and/or questions as soon as they come up so that we can address them immediately, which will help avoid problems and situations and keep the audit process moving towards completion.



Customer References

One of the best ways to evaluate the quality and responsiveness of our service is to speak with our customers. Following are a few customers whom we encourage you to contact.

Ms. Lynn Stokes*

Internal Audit Director

or

Ms. Laurie Matta

Chief Financial Officer

City of Clarksville, Tennessee

One Public Square, Suite 300

Clarksville, Tennessee 37040

931.648.6106

lynn.stokes@cityofclarksville.com

Audited Financial Statements (A-133)

2013 - Present

Ms. Kristi Paczkowski*

Executive Director

Knoxville Pension Board

917 E. Fifth Street

Knoxville, Tennessee 37917

865.215.1444

kristip@knoxvillepensionboard.org

Audited Pension Plan

2014 - Present

Ms. Kim McDoniel*

Assistant Finance Director

Metropolitan Government of Nashville
and Davidson County

700 2nd Avenue South, Suite 310

Nashville, Tennessee 37210

615.862.6114

Kim.mcdoniel@nashville.gov

Audited Financial Statements (A-133)

2010 - Present

Mr. Stan Van Ostran*

Chief Financial Officer

Metropolitan Nashville Airport Authority

One Terminal Drive, Suite 501

Nashville, Tennessee 37214

615.275.1773

stan_vanostran@nashintl.com

Audited Financial Statements

2007 - Present

* Customers which have attained the GFOA Certificate of Achievement.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 020

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Crosslin & Associates, PLLC

J. Dell Crosslin, Managing Principal

2015 020

3803 Bedford Avenue

Suite 103

Nashville, TN 37215

615/329-9465

dell.crosslin@crosslinpc.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

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

[OR]

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

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

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

[OR]

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

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

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor _____

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2015

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

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

PRODUCER (847) 385-6800 Lemme Insurance Group, Inc. 111 West Campbell Street 4th Floor Arlington Heights, IL 60005	(847) 385-6801	CONTACT NAME: Lemme Insurance Group, Inc. PHONE (A/C, No. Ext): (847) 385-6800 E-MAIL ADDRESS: jhecht@lemme.com FAX (A/C, No): (847) 385-6801
INSURED Crosslin & Associates, PLLC The Astoria, 3803 Bedford Avenue, Suite 103 Nashville, TN 37215		INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25224

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION 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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			TNB201190-01	01/06/2015	01/06/2016	\$1,000,000 Each Claim and Annual Aggregate

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

Purchasing Office Solicitation No.: 2015-020

CERTIFICATE HOLDER

CANCELLATION

City of Franklin, Tennessee
109 3rd Ave., South
Franklin, TN 37064

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

AUTHORIZED REPRESENTATIVE

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Client#: 841001

22CROSSASS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2015

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

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

PRODUCER BB&T - Cooper, Love, Jackson, Thornton & Harwell PO Box 139 Nashville, TN 37202-0139		CONTACT NAME: Marge Hickerson PHONE (A/C, No, Ex): 615 346-0349 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: mhickerson@bbandt.com																						
INSURED Crosslin & Associates PLLC dba Crosslin & Associates PC & Stat Solutions LLC 3803 Bedford Ave., Suite 103 Nashville, TN 37215		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B:</td> <td>Massachusetts Bay Ins. Co.</td> <td>22306</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover Insurance Company	22292	INSURER B:	Massachusetts Bay Ins. Co.	22306	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	x		OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			OH5A09853401	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WD5A09845501	09/01/2014	09/01/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

The General Liability policy includes a blanket Automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin Tennessee
 109 3rd Ave South
 Franklin, TN 37064

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

AUTHORIZED REPRESENTATIVE

Michael A. Dyer

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ACORD 25 (2010/05) 1 of 1
 #S13694401/M12932728

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MBHI

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 4

Indemnification Agreement

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

On behalf of Bidder/Proposer, J. Dell Crosslin agrees that:
(printed name of person signing Agreement)

1. He or she is the Managing Principal of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Crosslin & Associates, PLLC
(legal name of entity submitting bid or proposal)

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

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

J. Dell Crosslin Managing Principal
(signature of person whose printed name appears above) (title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-020)
Form revised 02/25/2005

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 5

Tabulation of bids received

Affidavit of Non-Collusion

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

State of Tennessee)
County of Davidson) SS

Affiant, J. Dell Crosslin, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Managing Principal of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Crosslin & Associates, PLLC
(legal name of entity submitting bid or proposal)

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

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

J. Dell Crosslin (signature of Affiant) Managing Principal (title of Affiant)

Sworn and subscribed to before me this 19th day of February, 2015

Pamela Dozier Slaton
(Notary Public)



My Commission Expires: May 3, 2016

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-020)

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

State of Tennessee)
County of Davidson) SS

Affiant, J. Dell Crosslin, deposes and makes oath that:
(printed name of person signing Affidavit)

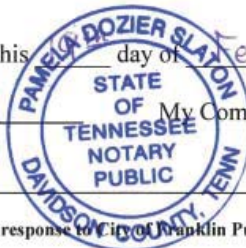
1. He or she is the Managing Principal of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Crosslin & Associates, PLLC
(legal name of entity submitting bid or proposal)

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

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

J. Dell Crosslin Managing Director
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of February, 2015
Pamela Dozier Slaton My Commission Expires: May 3, 2016
(Notary Public)

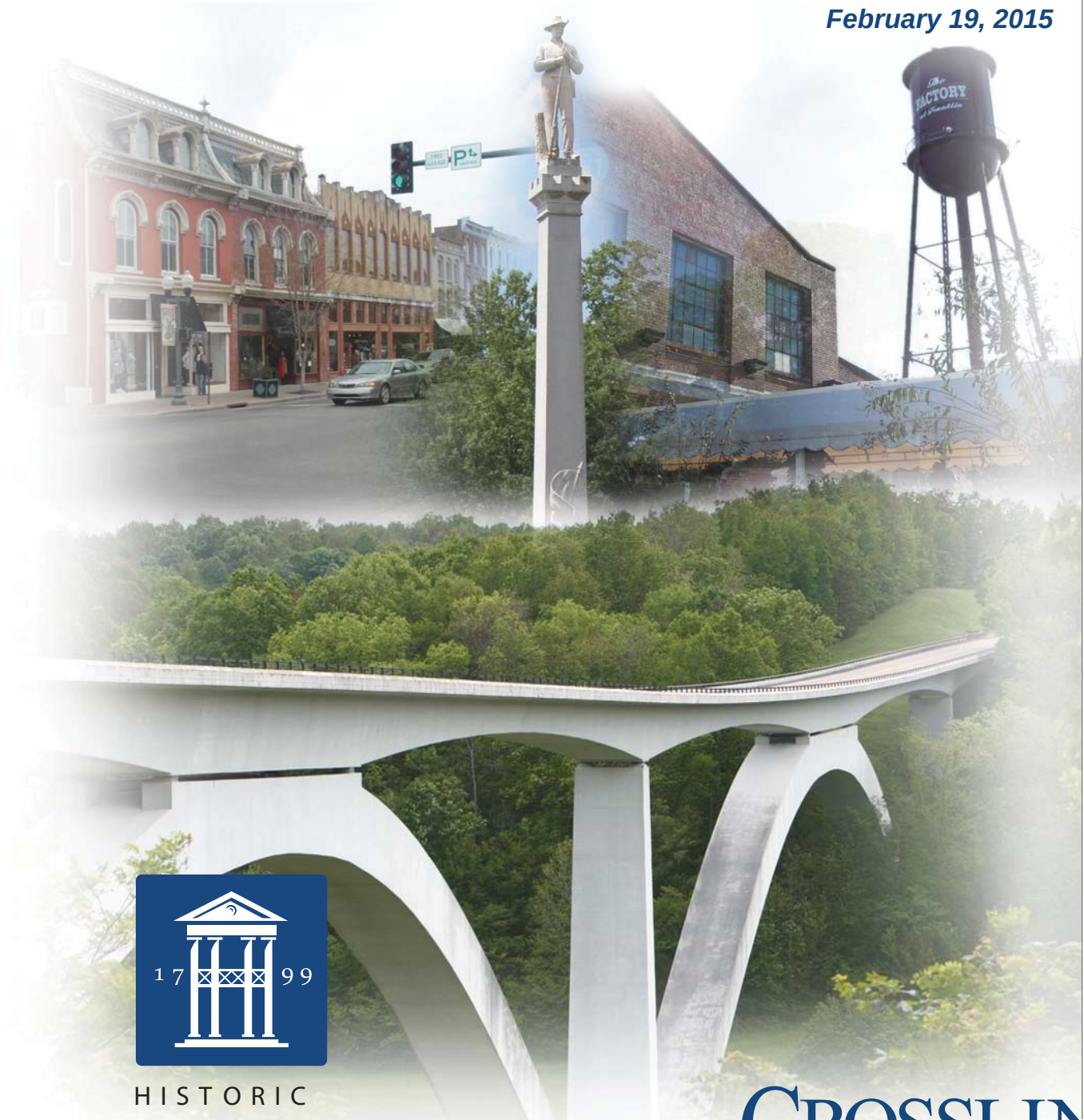


Form revised 10/30/2012

Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_020



City of Franklin, Tennessee
Proposal to Provide
Professional Audit Services
Fee Proposal
February 19, 2015



HISTORIC
FRANKLIN
TENNESSEE

CROSSLIN
& ASSOCIATES
BUSINESS SOLUTION PROVIDERS



Engagement Fees

At Crosslin, we share with our customers a desire for professional fees to be commensurate with the value delivered. Through our people, commitment and drive, we strive to ensure that this equation is always balanced. We seek not to be the lowest-cost provider in the markets we serve, but rather to provide services that offer compelling value to our customers. We believe that the fees proposed are competitive for comparable services, but we do not want fees to be the sole reason on which you base your decision. Should this proposal yield materially different fee results, and you wish to engage our firm, we would appreciate the opportunity to discuss the differences with you to ensure that our proposal has considered all of the relevant facts.

Our fee proposal for the audit of the City's (Procurement Solicitation No. 2015-020) financial statements and records of all funds, account groups, and grant contracts for the Fiscal Years Ended June 30, 2015 as well as 2016 through 2019, which indicates our willingness to renew annually for each of the next 4 years at the City's option and upon approval of the Comptroller of the Treasury for the State of Tennessee are as follow:

Year Ended	Fees
June 30, 2015	\$47,500
June 30, 2016	\$48,000
June 30, 2017	\$48,500
June 30, 2018	\$49,000
June 30, 2019	\$49,500

All administrative charges, technology, and out-of-pocket expenses are included in this quotation.

The above mentioned fees are FIXED unless the City's activities result in changes which increase the scope of our audit(s). In those circumstances, we would review the complexities and scope of the change, (e.g., formation of entities, significant major program changes, significant new GASB requirements or pronouncements, etc.) and obtain your approval, in advance, of the fee increase. The increase would correspond to the fees quoted above (e.g., number of programs, size of programs, reporting requirements, etc.) At this time, we do not expect any changes from the above fixed fees.

These quotations are based on the following assumptions:

- Your accounting team will prepare schedules, documents, and analyses and provide us with supporting documents as requested, as well as be available to assist us. We do not expect this involvement to be greater than it currently is.
- You will not make significant changes in your internal accounting controls, accounting systems, key personnel, or organizational structure.



Engagement Fees

Upon the conclusion of our work and in accordance with your expected timetable, we will meet with management and the Budget & Finance Committee to present the results of our audit, our management letter, and any other items which they wish to discuss. There will be no additional fees for meeting with your Committee or Board of Mayor and Aldermen.

Unanticipated Services

If an unanticipated need arises, Crosslin hereby agrees to perform this additional work at an agreed-upon price before the service is provided. We agree to strive to obtain a blended rate of \$125 to \$135 per hour for these projects. This service will be billed separately to the City as part of a change order or as separate services, and will be payable upon agreed-upon terms approved in advance by you.

Our current standard billing rates for classes of professional personnel and our rates to the City are as follow:

Standard Billing Rates		City of Franklin RATES
	Current	
Principal	\$290	\$200
Director	\$225	\$170
Senior Manager	\$200	\$150
Manager	\$155	\$116
Supervisor	\$145	\$108
Senior	\$135	\$94
Senior Team Member	\$125	\$82
Team Member	\$115	\$75

These rates will result in a blended rate of approximately \$110-125 per hour.

Service Guarantee

We are fully committed to our pledge of outstanding customer service. Our work for the City is guaranteed to your satisfaction. If you are anything less than satisfied with the services performed by your engagement team, we will do whatever is necessary to make you satisfied. We value your business, and we look forward to continuing working with you to achieve your financial objectives.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0060)

Attachment No. 3

Certificates of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
2/9/2015	Lemme Insurance Group, Inc.	not indicated	City of Franklin, Tennessee	Professional Liability	1/6/2016
2/10/2015	BB&T – Cooper, Love, Jackson, Thornton & Harwell	not indicated	City of Franklin, Tennessee	Umbrella Liability	9/1/2015
				Workers Compensation and Employers' Liability	9/1/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2015

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

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

PRODUCER (847) 385-6800 Lemme Insurance Group, Inc. 111 West Campbell Street 4th Floor Arlington Heights, IL 60005	(847) 385-6801	CONTACT NAME: Lemme Insurance Group, Inc. PHONE (A/C, No. Ext): (847) 385-6800 E-MAIL ADDRESS: jhecht@lemme.com FAX (A/C, No): (847) 385-6801
INSURED Crosslin & Associates, PLLC The Astoria, 3803 Bedford Avenue, Suite 103 Nashville, TN 37215		INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25224

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION 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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			TNB201190-01	01/06/2015	01/06/2016	\$1,000,000 Each Claim and Annual Aggregate

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

Purchasing Office Solicitation No.: 2015-020

CERTIFICATE HOLDER

CANCELLATION

City of Franklin, Tennessee
109 3rd Ave., South
Franklin, TN 37064

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

AUTHORIZED REPRESENTATIVE

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Client#: 841001

22CROSSASS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2015

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

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

PRODUCER BB&T - Cooper, Love, Jackson, Thornton & Harwell PO Box 139 Nashville, TN 37202-0139		CONTACT NAME: Marge Hickerson PHONE (A/C, No, Ex): 615 346-0349 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: mhickerson@bbandt.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: Massachusetts Bay Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	x		OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			OH5A09853401	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WD5A09845501	09/01/2014	09/01/2015	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

The General Liability policy includes a blanket Automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of Franklin Tennessee
 109 3rd Ave South
 Franklin, TN 37064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael A. Dyer

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ACORD 25 (2010/05) 1 of 1
 #S13694401/M12932728

The ACORD name and logo are registered marks of ACORD

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0060)

Attachment No. 4

CONTRACT

CONTRACT TO AUDIT ACCOUNTS

OF

City of Franklin

FROM July 01, 2014 TO June 30, 2015

This agreement made this 5th day of March 2015, by and between Crosslin and Associates, PC, 3803 Bedford Avenue, Suite 103, Nashville, TN 37215, hereinafter referred to as the "auditor" and City of Franklin, of PO Box 305, 109 Third Avenue South, Franklin, TN 37065, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2014, and ending June 30, 2015 with the exceptions listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).
5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2015, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **47,500**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization, and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*.
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Crosslin and Associates, PC

Audit firms

Governmental Unit or Organization



Daniel Miller

By

Signature

Title/Position:

Principal

E-mail address:

dell.crosslin@crosslinpc.com

Date:

March 05, 2015

By

Signature

Title/Position:

E-mail address:

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

**CONTRACT TO AUDIT ACCOUNTS
OF
City of Franklin**

FROM July 01, 2014 TO June 30, 2015

This agreement made this 5th day of March 2015, by and between Crosslin and Associates, PC, 3803 Bedford Avenue, Suite 103, Nashville, TN 37215, hereinafter referred to as the "auditor" and City of Franklin, of PO Box 305, 109 Third Avenue South, Franklin, TN 37065, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2014, and ending June 30, 2015 with the exceptions listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2015, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **47,500**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization, and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*.
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Crosslin and Associates, PC

Audit firms

Governmental Unit or Organization



Daniel Miller

By

Signature

By

Signature

Title/Position:

Principal

Title/Position:

E-mail address:

dell.crosslin@crosslinpc.com

E-mail address:

Date:

March 05, 2015

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

City of Franklin, Tennessee
Tabulation of Submittals *

Purchasing Office Solicitation No.:		2015-021 (financial and compliance auditing services for Conference Center at Cool Springs)				
Notice to proposers published in the Williamson Herald on:		1/15/15				
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		20 / 8				
Date and time proposal due and publicly opened:		2/19/15 2:00 PM				
Present at opening of proposals:		John Hillis of Crosslin & Associates; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office				
Target meeting of BOMA at which recommendation will be considered:		3/24/15				
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Total quoted fee for audit of FY2015:	Payment terms:	Proposal is valid and may be accepted through:
Alexander Thompson Arnold PLLC 227 Oil Well Rd. Jackson, TN 38305 Michael M. Hewitt, Partner 731/427-8571 mhewitt@atacpa.net	Yes	Proposer takes no exceptions	84.70	\$15,000	net 30 days	5/31/2015
Carr, Riggs & Ingram, LLC 3011 Armory Dr., Suite 190 Nashville, TN 37204 Tim Martin, Business Development Executive 615/665-1811 tmartin@cricpa.com	Yes	Proposer takes no exceptions	81.45	\$13,000	net 30 days	6/30/2015
Crosslin & Associates, PLLC 3803 Bedford Ave., Suite 103 Nashville, TN 37215 J. Dell Crosslin, Managing Principal 615/320-5500 dell.crosslin@crosslinpc.com	Yes	Proposer takes no exceptions	93.92	\$12,500	net 30 days	6/17/2015
Frazier & Deeter, LLC 401 Commerce Street, Suite 920 Nashville, TN 37219 Rhonda Striplin, Partner or Bob Adams, Manager 615/259-7600 bob.adams@frazierdeeter.com	Yes	Proposer takes no exceptions	69.94	\$14,000	net 30 days	12/31/2015
Henderson Hutcherson & McCullough, PLLC 1200 Market St. Chattanooga, TN 37402 Ladell McCullough, CPA lmccullough@hhmcpas.com 423/756-7771	Yes	Proposer takes no exceptions	78.33	\$12,500	not indicated	indefinitely
Jobe, Hastings & Associates P.O. Box 1175 Murfreesboro, TN 37133-1175 James R. Jobe, Partner 615/893-7777 jimjobe@jobehastings.com	Yes	Proposer takes no exceptions	71.75	\$13,000	net 30 days	5/31/2015
KraftCPAs PLLC 555 Great Circle Rd. Nashville, TN 37228 Beverly Horner, Member, Assurance Services 931/388-3711 bhorner@kraftcpas.com	Yes	Proposer takes no exceptions	82.92	\$14,000	net 30 days	5/31/2015
Patterson, Hardee & Ballentine, P.C. 1889 General George Patton Dr., Suite 200 Franklin, TN 37067 Sarah C. Hardee, Audit Principal 615/750-5537 sarah@phbcpas.com	Yes	Proposer takes no exceptions	54.40	\$12,000	net 30 days	6/30/2015

*Shaded submittal is the submittal scored highest by the proposal evaluation team

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0061)

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

1. CITY issued (a) on January 16, 2015 Purchasing Office Solicitation Nos. 2015-020 and 2015-021, a procurement solicitation for proposals for financial and compliance auditing services for the fiscal year ending June 30, 2015, with up to four (4) additional consecutive one-year optional renewals for fees established at the time of the initial proposal, for a maximum possible term of award of auditing five (5) fiscal years total, (b) on February 4, 2015 Addendum No. 1 to Purchasing Office Solicitation Nos. 2015-020 and 2015-021, and (c) on February 16, 2015 Addendum No. 2 to Purchasing Office Solicitation Nos. 2015-020 and 2015-021 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a proposal ("SUBMITTAL") dated February 19, 2015 for financial and compliance auditing services for audit of the Conference Center at Cool Springs ("CONFERENCE CENTER"), a joint venture between CITY and Williamson County, Tennessee, a copy of which SUBMITTAL is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has provided six (6) Certificates of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that collectively meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificates of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificates of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included in its SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0061)

7. VENDOR included in its SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR.
8. VENDOR has now prepared a Contract to Audit Accounts of CONFERENCE CENTER ("CONTRACT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on March 24, 2015 and now desires to retain VENDOR to render financial and compliance auditing services for audit of CONFERENCE CENTER for the fiscal year ending June 30, 2015, with up to four (4) additional consecutive one-year optional renewals for fees established at the time of the initial proposal, for a maximum possible term of award of auditing five (5) fiscal years total, pursuant to SOLICITATION, SUBMITTAL and CONTRACT.
10. The term of award shall be for audit of the fiscal year ending June 30, 2015. At any time after commencement but before or as soon as practicable after the completion of the scope of work, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for the audit of one (1) additional fiscal year, for a maximum possible term of award of auditing five (5) fiscal years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, based upon fees for the respective extension established at the time of the initial proposal; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the end of the fiscal year to be audited that would be the subject of the next possible extension. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) CONTRACT; (b) this AGREEMENT; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Managing Principal

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0061)

Attachment No. 1

SOLICITATION

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written proposals in the City's Purchasing Office, City Hall, Suite 107, 109 3rd Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on February 17, 2015, at which time and location they will be publicly opened, for the following procurement: municipal financial and compliance auditing services (Purchasing Office Solicitation Nos. 2015-020 and 2015-021). Proposals must be prepared and submitted in accordance with the City of Franklin's request for proposals and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklinton.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklinton.gov; 615/550-6692). The City reserves the right to reject any and all proposals, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO PROPOSERS: **January 15, 2015**

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

1. Solicitation identified: These instructions apply to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Solicitation packet component documents: These Instructions for Proposers accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Proposers;
 - b. Instructions for Proposers (this document);
 - c. Request for Proposals;
 - d. Proposal Submittal Form;
 - e. Affidavit of Non-Collusion;
 - f. Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form; and
 - i. Indemnification Agreement.
3. Location of opening of proposals: The opening of proposals will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of proposals”), or at another location within the City of Franklin City Hall. If the location of the opening of proposals is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of such opening of proposals.
4. Who may attend openings of proposals: City of Franklin openings of proposals are open to the public. Proposers are specifically welcome to attend.
5. Withdrawal of proposals; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the proposal submittal deadline, submitted proposals may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn proposals may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a proposal and such a request to return a withdrawn proposal must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the proposal submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the proposal submittal deadline, submitted proposals may not be withdrawn.
 - c. Before award, all proposals and associated pricing as submitted shall be considered valid and may be accepted by the City at least through **May 31, 2015** and until the date indicated on the proposer’s Proposal Submittal Form as the “last date that proposal and associated pricing is valid and may be accepted by the City,” up to when the proposed product is no longer available for purchase new.
 - d. Upon award, the accepted proposal and associated pricing shall be considered valid for the term of award (see Request for Proposals).

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

6. Simultaneous but separate procurements: The Request for Proposals identifies two (2) separate scopes of work. Each scope of work is being competitively purchased separately and independently. The City anticipates making two awards – one for each scope of work. Potential service providers are invited to submit proposals for either or both scopes of work. Proposals may be submitted either individually or collectively. Proposers shall mark the Proposal Submittal Form to indicate the scope(s) of work for which the vendor is submitting a proposal. The City may award each scope of work to the same or different proposers.
7. Submittal timing: Proposals are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Proposals delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
8. Proposals rejected on account of timing: Submitters of proposals rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Proposals rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all proposals rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
9. Proposal to be sealed: Each proposal shall be submitted inside one (1) or more sealed container(s).
10. Submittal to include one (1) set of original documents plus one (1) complete digital set: Please submit one (1) set of proposal documents on paper with original signatures plus one (1) exact and complete digital set. The digital set shall be loaded on either a CD or a flash drive that itself is labeled with the proposer's name. The digital set shall be submitted along with the proposal documents on paper. The contents of the digital set shall contain no more and no less than, and shall be in the same order as, the contents of the proposal documents on paper. For each scope of work for which the proposer is competing, the contents of the digital set shall consist of exactly two (2) files – one for the cost proposal and one for the entire remainder of the proposal, including the technical proposal. Thus, if the proposer is competing for both scopes of work, the contents of the digital set shall consist of exactly four (4) files.
11. Proposal submittal contents: Included with the proposal are to be the following:
 - a. City of Franklin Proposal Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of proposed service(s);
 - c. Identification, listing and description of any exceptions to the procurement solicitation;
 - d. Contact information for required references (see Request for Proposals);
 - e. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - f. Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;
 - g. City of Franklin Affidavit of Non-Collusion, executed in full; and
 - h. City of Franklin Affidavit of Title VI Compliance, executed in full.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

12. Proposal container label: The outside face of the proposal container(s) shall be labeled with the following information:
- a. the proposer's name and address; and
 - b. the following text:

SEALED PROPOSAL
City of Franklin solicitation nos. 2015-020 &/or 2015-021 (auditing services)
NOT TO BE OPENED EXCEPT AT
PROPOSAL OPENING February 17,
2015, 2:00 p.m. Central Time
13. Delivery of proposals:
- a. Proposals are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
 - b. Proposals must be printed on paper and signed. A proposal may be mailed via U.S. Mail or shipped or hand-delivered via courier. Proposals submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
 - c. A proposal is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A proposal that is en route via U.S. Mail or courier, or delivery of a proposal to another City office or location, does not in and of itself constitute delivery of that proposal to the City of Franklin Purchasing Office.
 - d. The Purchasing Office shall exclusively determine whether a proposal was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.
14. Tabulation of proposals; notice of intent to award: The tabulation of proposals received, as prepared by the City, may also indicate a recommendation as to the selection of the proposal that best meets the needs of the City, in which case the tabulation of proposals received also functions as the City's notice of intent to award. Proposers may request a copy of the tabulation of proposals received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of proposals received and notice of intent to award (see Request for Proposals).

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

15. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Request for Proposals for tentative date of award. Purchases shall be awarded to the proposer who submits the proposal that best meets the needs of the City. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
16. Other documents to be required of successful proposer: Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the proposer to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement form, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City of Franklin Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
17. City's right to reject proposals, waive formalities: The City of Franklin reserves the right to reject any and all proposals, and to waive formalities.
18. Errors and omissions (see also "Withdrawal of proposals; expiration of submittal validity" above):
 - a. Errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet that are discovered by the vendor before submittal shall be corrected by the vendor. If such a correction results in altering but not replacing one or more documents, then the vendor's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the proposer on the Proposal Submittal Form or elsewhere in the proposer's submittal packet that are discovered by the proposer after submittal but before the proposal submittal deadline may be corrected by the proposer but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED PROPOSAL" and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original proposal documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the proposal submittal deadline.
 - c. Uncorrected errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the vendor may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal. In the case of a discrepancy between the vendor's unit price for a particular line item as quoted in the proposal and the unit price calculated by dividing the vendor's extension price for that same line item by the quantity indicated for that same line item, then the vendor's unit price for that line item as quoted in the proposal shall prevail.

- d. Omissions from a vendor's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal.

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

City of Franklin Purchasing Office (see address above)

purchasing@franklintn.gov

Tel: 615/550-6692

Fax: 615/550-0079

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

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

- 20. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.
- 21. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-020 and 2015-021

feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklintn.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Request for Proposals

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1. Solicitation identified: This Request for Proposals applies to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Notice to Proposers publication date: **January 15, 2015**
3. Solicitation release date: **January 16, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 29, 2015, 2:00 p.m. Central Time**
5. Proposals submittal deadline and scheduled opening: **February 17, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 6, 2015 or March 20, 2015
(depending upon whether interviews are conducted)**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 24, 2015 or April 28, 2015
(depending upon whether interviews are conducted)**
8. Objective: To secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin Finance Department the financial and compliance auditing services as described below. See the accompanying Instructions for Proposers for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to this procurement solicitation, potential proposers may request revisions to the same before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for Proposers for contact information.
 - b. Any deviation or variance from this procurement solicitation shall be considered to be an exception.
 - c. Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of

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exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the proposal.

10. General terms and conditions:

- a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).
- b. Delivery terms: As a matter of practice, the City expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in this procurement solicitation the same as though they are written out in full herein.
- e. Use of subcontractors: The successful proposer may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area: The successful proposer will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the proposer and/or the proposer's subcontractors, if any.
- g. Other documents to be required of successful proposer: See the accompanying "Instructions for Proposers" for a listing of other documents to be required of the successful proposer.

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- h. Damages: The successful proposer shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any damaged property to the satisfaction of the City at its own expense.
 - i. Terms and Conditions: By submitting its proposal, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
 - j. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
 - k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the vendor indemnifies and holds the City harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
11. Detailed requirements: Please note:
- Proposers are required to submit with their proposal a detailed description of all proposed products, items and/or services.
 - Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.

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11.1. Purpose of procurement solicitation

The City of Franklin, Tennessee (“City”) seeks proposals from interested and qualified auditors for the performance of a complete financial and compliance audit of both the City and the Conference Center at Cool Springs (“Conference Center”), a joint venture between the City and Williamson County, Tennessee (“County”), each audit to be conducted in accordance with the laws and requirements of the State of Tennessee.

11.2. Scopes of work

11.2.1. In the case of Procurement Solicitation No. 2015-020, the audit will examine the financial statements and records of all funds, account groups and grant contracts of the City.

11.2.2. In the case of Procurement Solicitation No. 2015-021, the audit will examine the financial statements and records of the Conference Center. As the Conference Center is jointly owned by the City and the County, both municipal and county audit requirements promulgated by the Comptroller of the Treasury of the State of Tennessee need to be met. Relative to the Conference Center scope of work, the City is acting on behalf of both the City and the County.

11.3. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered for the fiscal year ending June 30, 2015. At any time after commencement but before or as soon as practicable after the completion of the scope of work, the City and the vendor may exercise an option to extend the term of award four (4) times, each time for the audit of one (1) additional fiscal year, for a maximum possible term of award of auditing five (5) fiscal years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, based upon fees for the respective extension established at the time of the initial proposal; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the end of the fiscal year to be audited that would be the subject of the next possible extension. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

11.4. General Requirements

11.4.1. The audit shall be conducted in accordance with generally accepted auditing standards as prescribed by the American Institute of Certified Public Accountants, generally accepted government auditing standards prescribed by the comptroller General of the United States, and other requirements which may be prescribed by the Comptroller of the Treasury of the State of Tennessee. In addition, the audit shall be conducted in accordance with U.S. Office of Management and Budget (OMB) Circular A-133 and other applicable Federal Management Circulars.

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- 11.4.2.** If applicable, the audit shall conform to those standards, procedures, and reporting requirements set forth in the “Audit Manual for Governmental Units and Recipients of Grant Funds” published by the Comptroller of the Treasury of the State of Tennessee. Any deviation from said standards and procedures shall be approved in writing by the Comptroller of the Treasury prior to the execution of the contract to audit.
- 11.4.3.** The auditor shall, as part of the written report of audit, include an expression of an opinion that the financial statements are fairly stated, or qualified as to certain funds or items in the financial statements, or a disclaimer of opinion and the reasons therefore, and shall explain in every detail any unusual items or circumstances under which the auditor was unable to reach a conclusion. This report shall state that generally accepted governmental auditing standards have been followed in the audit.
- 11.4.4.** The auditor shall provide an electronic copy of the audit in PDF or Microsoft Word and Excel formats. The auditor shall file copies of said audit with the Comptroller of the Treasury and with the appropriate officials of grantor agencies if applicable. If a management letter or any other reports or correspondence relating to findings or recommendations are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no material matters not also disclosed in the findings found in the published report of audit).
- 11.4.5.** Unless other dates are agreed upon, the audit shall begin no later than September 1, a draft electronic copy of the Comprehensive Annual Financial Report shall be submitted to the City no later than October 31, and the audit report shall be completed by November 30, all dates of the same calendar year as the end of the fiscal year being audited.
- 11.4.6.** The auditor shall agree to retain working papers for no less than five (5) years. All audit working papers shall, upon request, be made available for review by the staff, representatives, agents, and legal counsel of the City or the Comptroller of the Treasury of the State of Tennessee during normal working hours while the audit is in progress and/or subsequent to the completion of the report.
- 11.4.7.** Progress payments may be made on the basis of work completed during the course of the audit.
- 11.4.8.** Should the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the City in writing of the need for additional investigation and the additional compensation required. Upon approval by the Comptroller of the Treasury, State of Tennessee, an additional agreement may be made by the City and the auditor for additional investigation. The changed agreement shall not ignore the routine portion of the audit to be performed as part of the normal audit.
- 11.4.9.** Any evidence of fraud, such as misappropriation, misfeasance, malfeasance, embezzlement or other illegal acts, shall be reported immediately to the Comptroller of the Treasury, who shall under all circumstances have the preemptive authority to directly investigate such matters at his discretion. The auditor shall advise the City of any evidence of fraud at the same time as the Comptroller of the Treasury.

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- 11.4.10.** The audit firm shall present in person the audit results to the City's Budget & Finance Advisory Committee, which also functions as the City's Audit Committee, at the conclusion of the audit. The findings and recommendations regarding compliance and internal control shall be discussed at said conference. Officials of the City (in the case of Procurement Solicitation No. 2015-020) and the Conference Center (in the case of No. 2015-021) shall have the opportunity to respond orally or in writing to the findings. Any such written responses shall be included in the audit report.
- 11.4.11.** The records of the City (in the case of Procurement Solicitation No. 2015-020) and the Conference Center (in the case of No. 2015-021) shall not be removed from their respective offices except with the express written permission of the City.
- 11.4.12.** All adjusting entries shall be submitted to the City (in the case of Procurement Solicitation No. 2015-020) and the Conference Center (in the case of No. 2015-021) with sufficient explanation so they can be easily understood and properly posted to the financial records. Reversing entries must also be presented with sufficient explanation.
- 11.4.13.** The Request for Proposal and the auditor's proposal shall become part of the audit contract as prescribed by the State Comptroller.
- 11.4.14.** In the case of Procurement Solicitation No. 2015-020, the auditor is expected to provide assistance as shall be necessary to enable the City to apply for the Certificate of Achievement for Excellence in Financial Reporting awarded by the Government Finance Officers Association, including the interpretation of financial reporting requirements associated with the Certificate program.
- 11.4.15.** The auditor shall also be required to assist with assessment and implementation of any revisions necessary as a result of GASB statements, etc.

11.5. General Information

- 11.5.1.** In the case of Procurement Solicitation No. 2015-020, by the end of August, the City shall have closed and balanced all accounts and shall have prepared preliminary computer generated year-end financial statements for all funds for examination by the auditor. Documents required for sampling purposes shall be generated by the auditor.

Accounting records are located in the Finance Department and City Recorder's Office at 109 3rd Avenue South, Franklin, TN 37064. The City utilizes a local-area network running Windows NT server with Windows XP and Microsoft Dynamics GP (Great Plains) software.

The operations of the City are accounted for in the general fund, ten special revenue funds (note: one of these ten are new in 2015), one debt service fund, one capital projects fund, one fiduciary fund (Pension Trust), and an enterprise fund (water/sewer/reclaimed water fund).

During fiscal year 2014, the City expended funds on the following federal grants:

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U.S. Department of Justice	\$5,100
Tennessee Department of Transportation	\$802,126
U.S. Department of Housing and Urban Development	\$233,170
U.S. Department of Homeland Security - FEMA	\$91,419

Appendix A contains additional information on relevant volumes, frequencies and amounts at June 30, 2014.

- 11.5.2.** In the case of Procurement Solicitation No. 2015-021, by the end of August, the Conference Center shall have closed and balanced all accounts and shall have prepared preliminary computer generated year-end financial statements for examination by the audit firm. Documents required for sampling purposes shall be generated by the auditor.

Accounting records are located at the Conference Center at 700 Cool Springs Boulevard in Franklin, Tennessee.

Appendices B and C contain additional information from the most current audit.

11.6. Proposal Format

- 11.6.1.** The proposal shall consist of the following two components: a technical proposal and a fee proposal. The fee proposal shall be in a separately sealed envelope submitted at the same time as the technical proposal. Both technical and fee proposals shall be clearly identified as to the firm's name and the scope of work the proposal is addressing. All technical proposals will be evaluated and scored first without taking fee into consideration. After scoring all technical proposals, fee proposals will be reviewed and evaluated.
- 11.6.2.** See Instructions for Proposers for additional information.
- 11.6.3.** The technical proposal shall be styled at the discretion of the submitter. However, at a minimum, it must address these areas:
- 11.6.3.1.** Breadth and depth of the firm's governmental auditing experience, including any experience with the Government Finance Officers Association's Certificate of Achievement program.
- 11.6.3.2.** Organization size and structure of the firm, including a description of the organization of the audit staff and the assigned audit team.
- 11.6.3.3.** Qualifications of staff to be assigned to this audit, including education, position in the firm, and years and types of experience.
- 11.6.3.4.** Type and level of training provided to the firm's staff.
- 11.6.3.5.** A description of the proposed audit plan in general. Areas that may require particular audit emphasis should be specified, as well as the extent to which the assistance of City staff (in the case of Procurement Solicitation No. 2015-020) and Conference Center staff (in the case of No. 2015-021) will be required.
- 11.6.3.6.** Availability of the auditor to the agency for specialized consultation and support assistance on sensitive or highly specialized issues.

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- 11.6.3.7.** In the case of Procurement Solicitation No. 2015-020, a list of a minimum of three (3) references from other local government clients denoting any which have attained the Certificate of Achievement. Information to be provided shall include client name, client address, description of work, contact name and title, and contact telephone number.
- 11.6.3.8.** The firm should indicate in the fee proposal if it is willing to enter into a contract for one year, renewable annually for each of the next four (4) years at the City's option and upon approval of the Comptroller of the Treasury for the State of Tennessee. Fees for subsequent years should be quoted in accordance with requirements of the fee proposal.
- 11.6.3.9.** Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the City.
- 11.6.4.** The fee proposals must be submitted as follows:
- 11.6.4.1.** The base audit fee must be quoted either as a maximum fixed amount or rate per hour, with total estimated hours. If the latter method is used, a maximum amount must be stated. Any incidental expenses, such as travel and supplies, not included in the quoted fee must be estimated and provided. The audit fee must be stated so the amount can be easily determined. Hourly rates for services requested or required above the base audit must be quoted as well. The fee proposal shall describe the types of services that are not included in the base audit fee.
- 11.6.4.2.** If the firm is willing to enter into a renewal of the contract for up to four (4) subsequent years, then the renewal rates must be clearly stated either as a percentage increase over the prior year fee or as a fixed amount for the respective year.
- 11.6.4.3.** If the firm is unwilling to renew in any of the optional subsequent years, that must be clearly indicated as well.
- 11.7. Selection Process**
- 11.7.1.** At any point in the selection process, the proposer may be requested to submit information supplemental to its proposal. If deemed necessary, personal interviews may be conducted with representatives of one, some or all of the proposers.
- 11.7.2.** Proposals will be reviewed and evaluated by an evaluation team. In the case of Procurement Solicitation No. 2015-021, the evaluation team may be comprised of City, County, and/or Conference Center officials. Criteria to be used in evaluating the proposals will include the following:
- 11.7.2.1.** Qualifications and capabilities of the firm, its coordinating office and its management as measured by the number of firm employees and years in business and type of experience. (15% of total score)
- 11.7.2.2.** Makeup and qualifications of audit team as evidenced by the number of members assigned to the audit team, their educational background, their experience with the firm, and their experience in governmental auditing. (15% of total score)

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- 11.7.2.3.** Prior experience with local government audits and GFOA Certificate of Achievement programs, GASB 34 and a minimum of three (3) references from past governmental audits. (Information to be provided shall include client name, client address, description of work, contact name and title, and contact telephone number.) The evaluating team will consider number of governmental audits of like size, number of GFOA awards received by governmental units on which the firm provided audit services and prior GASB 34 experience in implementation, consulting, or training. (30% of total score)
- 11.7.2.4.** Understanding of the City's audit needs as indicated by a thorough and complete technical proposal clearly addressing in sufficient detail each requested item. (15% of total score)
- 11.7.2.5.** Fees both in the initial year and subsequent renewals to include consideration of the type and quantity of services provided in the base audit number. (25% of total score)
- 11.7.3.** The evaluation team will recommend an audit firm to the Budget & Finance Advisory Committee of the Board of Mayor and Alderman, who in turn may make its own recommendation to the full Board. The Board's approval, if granted, of a proposal will authorize the Mayor to execute a contract between the City and the selected audit firm. A contract will be awarded for audit of only the fiscal year ending June 30, 2015. Renewal of the contract for audit of the subsequent four (4) fiscal years, one year at a time, will be at the option of the Budget and Finance Advisory Committee and/or the Board of Mayor and Aldermen.
- 11.7.4.** The City reserves the right to reject any or all proposals, to waive technicalities or formalities and to accept any proposal deemed to be in the best interest of the City. Selection of an auditor and the contract to audit shall be subject to the approval of the Comptroller of the Treasury for the State of Tennessee.

11.8. Insurance Requirements

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

Type of Coverage	Limits of Coverage	Certificate of Insurance
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder only

For Procurement Solicitation No. 2015-020, the City of Franklin, Tennessee shall be issued a Certificate of Insurance and named as Certificate Holder.

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For Procurement Solicitation No. 2015-021, the following three (3) entities each shall be issued their own Certificate of Insurance and named as Certificate Holder:

- o City of Franklin, Tennessee
109 3rd Ave. South
Franklin, TN 37064
- o Williamson County, Tennessee
1320 West Main St.
Franklin, TN 37064
- o Conference Center at Cool Springs (a joint venture between City of Franklin, Tennessee and Williamson County, Tennessee)
700 Cool Springs Boulevard
Franklin, TN 37067

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

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

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

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Appendix A City Volumes, Frequencies, Amounts As of June 30, 2014

General	
Population	66,370
Appraised Value of Property	\$11,065,624,425
Assessed Value of Property	\$3,333,559,875
General Obligation Bonds	\$129,722,000
Accounts Payable and Payroll	
Number of Payable Checks in FY 2014	2,652
Number of Payable ACH's in FY 2014	1,393
Number of Employees in FY 2014	715 (full-time)
Frequency of Payroll	Bi-Weekly
Number of Payroll Checks in FY 2014	1,300
Number of Payroll ACH in FY 2014	17,368
Receipts	
Miscellaneous Receipts in FY 2014	16,562
Court Receipts in FY 2014	5,959
Utilities	
Number of Water Customers	17,182
Number of Sewer Customers	19,727
Reclaimed Water Customers	49
Utility Billing Receipts in FY 2014	276,603
Proprietary Fund Bonds	\$41,261,232

Fiscal Year 2014						
Fund		Beg FB	Rev	Exp	Sources (Uses)	End FB
1	General	\$28,890,118	\$56,918,504	\$50,241,943	(\$2,852,228)	\$32,714,451
2	Street Aid & Trans	-0-	1,754,190	2,198,896	739,965	295,259
3	Sanitation	-0-	6,257,265	6,489,757	637,611	405,119
4	Road Impact Fund	(854,829)	4,021,752	-0-	(3,166,923)	-0-
5	Facilities Tax	3,147,824	3,855,445	749,658	-0-	6,253,611
6	Stormwater Mgmt	5,615,101	2,340,962	2,444,998	-0-	5,511,065
7	Drug	121,781	171,820	128,165	-0-	165,436
8	Hotel/Motel Tax	1,124,507	3,339,214	1,375,744	(1,116,929)	1,971,048
9	Transit System	-0-	1,166,165	1,608,652	843,182	400,695
10	CDBG	23,545	198,920	198,748	-0-	23,717
11	Debt Service	84,729	6,191,646	10,996,579	4,915,322	195,118
12	Capital Projects *	382,419	1,358,296	40,478,571	19,859,681	(18,878,175)
Fund		Beg Net Position	Oper Rev	Oper Exp	Non-Oper	End Net Position
13	Water/Sewer	\$134,798,196	\$23,099,351	\$21,108,262	\$9,790,596	\$146,579,881
Fund		Beg Net Position	Additions	Deductions		End Net Assets
14	Pension Trust	\$63,532,465	\$24,253,958	\$3,314,734		\$84,471,689

* The deficit in the capital projects fund is temporary pending an upcoming bond issue and reimbursements from other funds.

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Appendix B Conference Center

Organization and Operations

The Conference Center is a banquet facility consisting of approximately 55,000 square feet of space, including grand ballroom and meeting rooms, which adjoins the Franklin Marriott Hotel (the "Hotel") in Franklin, Tennessee.

The Conference Center is a joint venture between the City and the County, and collectively the "Parties"). An Interlocal Agreement executed between the Parties provides for equal ownership by each of the Parties of a one-half undivided interest in the Conference Center and further specifies that each of the Parties shall be entitled to one-half of the net revenue and shall be responsible for one-half of all costs and expenses of the operation and maintenance of the Conference Center.

As of June 30, 2014, the Hotel was owned by a non-related third party (Franklin Realco, LLC) and was managed under a management agreement by Noble – Interstate Management Group, (the "Hotel Operator"). Effective July 25, 2014, the Hotel property was sold to another third party (Crow Holdings Capital Partners). In connection with the sale, the Hotel changes management companies to Davidson Hotels and Resorts, under a new management agreement.

The Conference Center facility was developed to attract conventioners, business travelers, tourists, vacationers, and other visitors, to provide meeting space for residents and groups in municipalities, and to promote the economic development of the City and the County.

The accounting policies of the Conference Center conform to generally accepted accounting principles applicable to governmental units. The financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Contractual Commitments

The Conference Center is operated under a franchise agreement between the Hotel owner and Marriott International, Inc. The term of the franchise agreement is 25 years unless otherwise extended or terminated. The agreement provides for the Conference Center to pay Marriott International, Inc. a franchise fee equal to \$35,000 per year for the first sixty months of operations and \$75,000 per each additional year that the Conference Center is in operation. The franchise fee for the year ended June 30, 2014 was \$75,000.

The City and County entered into a 15-year operating agreement for the Conference Center with the Hotel operator to manage the facility. Under the operating agreement, the Owners will pay the Operator a specified annual management fee. The annual base fee of \$125,000 shall escalate on a fiscal year basis at a rate equal to the greater of three percent (3%) per year or the Consumer Price Index increase with respect to the prior fiscal year. The management fee for the year ended June 30, 2014 was \$181,521.

The City and County entered into a catering agreement with the Hotel Operator to provide all food and beverage catering services to the Conference Center. The term of this agreement is conterminous with the Conference Center operating agreement between the Owners and Operator. Under the catering agreement, the Owners will pay the Operator a catering fee of \$10,000 per

City of Franklin Request for Proposals

Purchasing Office Solicitation No.: 2015-020 and 2015-021

month during the agreement. This fee will escalate annually at a rate equal to the greater of three percent (3%) per year or the Consumer Price Index increase with respect to the preceding calendar year. The catering fee for the year ended June 30, 2014 was \$184,165.

Related Party Transactions

Because the Hotel and the Conference Center are operated together, the Hotel allocates certain expenses to the Conference Center as follows:

- Food and beverage costs are allocated to the Conference Center based on the ratio of the Conference Center food and beverage revenue to total food and beverage revenue for the Hotel and Conference Center on a monthly basis.
- General and administrative and repair and maintenance expenses are allocated to the Conference Center based on the ratio of total Conference Center revenue to total combined revenue for the Conference Center and the Hotel on a monthly basis.
- Advertising and sales expenses are allocated to the Conference Center based on a fixed 50% allocation for each period.

Under terms of the management agreement, the City and County are to share equally in Conference Center “cash flows” as defined in the agreement. As a result, aggregate operating assistance contributed from (and distributed to) local governments in the amount of \$194,158 were made during 2014. At June 30, 2014, the Conference Center was due \$25,005 from both the City and County.

City of Franklin Request for Proposals
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Appendix C
Conference Center
As of June 30, 2014

Balance Sheet

Assets

Current Assets:

Cash - Restricted for Equipment Replacement	\$812,422
Cash - Unrestricted	71,691
Due from City / County	50,010
Due from Hotel Operator	5,038
Prepaid Expenses	<u>11,065</u>
Total Current Assets	950,226

Non-Current Assets:

Capital Assets (net of depreciation)	<u>10,672,154</u>
Total Assets	<u>\$11,622,380</u>

Liabilities and Net Assets

Current Liabilities:

Accounts Payable and Accrued Expenses	\$19,860
Due to Hotel Operator	<u>15,127</u>
Total Liabilities	<u>34,987</u>

Net Assets:

Net Investment in Capital Assets	10,672,154
Restricted	812,422
Unrestricted	<u>102,817</u>
Total Net Assets	<u>\$11,587,393</u>

Changes in Net Assets

Operating Revenue:

Banquet and Catering	<u>\$6,338,571</u>
----------------------	--------------------

Operating Expenses:

Food and Beverage	3,663,118
Other	<u>2,831,834</u>
Total Operating Expenses	6,494,952

Operating Income (Loss)	(156,381)
-------------------------	-----------

Other Income (Expense)	73,229
------------------------	--------

Net Distributions to City / County	<u>(194,158)</u>
------------------------------------	------------------

Change in Net Assets	(277,310)
----------------------	-----------

Net Assets at June 30, 2013	<u>11,864,703</u>
-----------------------------	-------------------

Net Assets at June 30, 2014	<u>\$11,587,393</u>
-----------------------------	---------------------

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Vendor's name, street address, and mailing address:	
Vendor's contact person's name (printed), title, telephone number and e-mail address:	
Does the proposer take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.
For which scope of work does this proposal pertain (choose one or both)?	☐ 2015-020 (City of Franklin) ☐ 2015-021 (Conference Center of Cool Springs)
Fee proposal is sealed in a separate envelope and submitted with the technical proposal (yes/no):	☐ Yes, see enclosed. ☐ No.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	☐ Yes. ☐ No, proposer requests the following payment terms: _____.
Last date (no sooner than May 31, 2015) that proposal and associated pricing is valid and may be accepted by the City:	
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☐ Visa credit card.

Proposal Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Proposer's name:	_____
Are the following included with this Proposal Submittal Form in the submittal? - Detailed vendor-supplied description of proposed product(s) and/or service(s); - Identification, listing and description of any exceptions to the procurement solicitation; - Contact information for required references (see Request for Proposals); - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; and - City of Franklin Affidavit of Title VI Compliance, executed in full.	☐ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of proposer's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	_____ (signature)
Title of proposer's authorized representative:	_____
Date of signature:	_____

Affidavit of Non-Collusion

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

State of _____)
) SS
County of _____)

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

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

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015 - ^{20 &/or 21}_____)

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

State of _____)
County of _____) SS

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant)

(title of Affiant)

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

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 ^{20 &/or 21} -

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

[OR]

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

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

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

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

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

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

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

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 5

Tabulation of bids received

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

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Notice to Proposers publication date: **January 15, 2015**
3. Solicitation release date: **January 16, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 29, 2015, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **February 4, 2015**
6. Proposals submittal deadline and scheduled opening: **February 17, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **March 6, 2015 or March 20, 2015
(depending upon whether interviews are conducted)**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 24, 2015 or April 28, 2015
(depending upon whether interviews are conducted)**
9. Addendum:

In reference to the City of Franklin's **January 16, 2015** Purchasing Office Solicitation Nos. **2015-020 and 2015-021** for **financial and compliance auditing services**, the City has been asked certain questions about the solicitation by one or more service providers who are potential proposers.

The purpose of this Addendum No. 1 is to provide to all service providers who are known or thought to be interested in responding to the referenced solicitation the City's responses to the questions that have been asked to date.

Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:

February 17, 2015, 2:00 p.m. Central Time

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Below are the questions asked to date and the City's responses thereto:

Q1: Has the 2014 finding, related to cash collections, been completely remediated?

A1: Yes, to the best of City's knowledge. In conjunction with its internal review, the City implemented changes in the specific department the cash collections occurred as well as updating its overall cash collection policy.

Q2: Please provide a copy of the management letter related to the 2014 audit, if any.

A2: Please see pp. 105-106, entitled "Independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*," of the City's Comprehensive Annual Financial Report for fiscal year 2014 (which is accessible by means of the [Financial Reporting](#) page of the City's website). In addition, please see Appendix D to Procurement Solicitation Nos. 2015-020 and 2015-021, which appendix consists of a copy of the December 9, 2014 management representation letter issued by City management and addressed to the audit firm. Appendix D is available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).

Q3: Please provide a listing of the 2014 proposed journal entries.

A3: Please see section entitled "Audit Adjustments" (which section reads in pertinent part, "All entries identified during the audit have been recorded within the financial statements; there were no unrecorded entries.") in Appendix E to Procurement Solicitation Nos. 2015-020 and 2015-021, which appendix consists of p. 5 from the FY2014 audit firm December 4, 2014 report to the City's Board of Mayor and Aldermen. Appendix E is available upon request made to the Purchasing Office (purchasing@franklinton.gov; 615-550-6692).

Q4: Does [City] management prepare the annual CAFR?

A4: Yes, City management prepares the Comprehensive Annual Financial Report for the City.

Questions 5-25 pertain to Procurement Solicitation No. 2015-020 (the scope of work for which is to examine the financial statements and records of all funds, account groups and grant contracts of the City of Franklin, Tennessee):

Q5: Why [is the City] considering a change in [audit] firms?

A5: The reason the City has issued Procurement Solicitation Nos. 2015-020 is the term of award resulting from the last time the City issued a request for proposals for financial and compliance auditing services, in February, 2011, includes no more options to extend. As stated in the Request for Proposals, the objective of Procurement Solicitation Nos. 2015-020 and 2015-021 is "to secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor,

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

materials and means necessary to supply and deliver to the City of Franklin Finance Department the financial and compliance auditing services as described below.”

Q6: Is there anything [the City] would like to see [its audit] firm doing that [its] current firm isn’t doing now?

A6: The City expects the audit firm selected as a result of Procurement Solicitation No. 2015-020 to meet the requirements of the request for proposals and other component documents of that solicitation.

Q7: In past years, approximately how many people typically comprise the [audit firm’s] engagement team?

A7: The following six personnel comprised the FY2014 City audit firm engagement team: Audit Principal, Managing Principal / Concurring Reviewer, Audit Supervisor, two Audit Seniors, and Team Member.

Q8: How much time is typically spent at [City offices by the audit firm’s engagement team] during planning, interim work and fieldwork?

A8: Up to two weeks (in July) is typically scheduled for initial visit, and up to three weeks (in October) for fieldwork.

Q9: What is the normal timeline for the audit (planning, fieldwork, information for CAFR, etc.)?

A9: In addition to the timeline mentioned in Question 8, the CAFR draft is prepared by the City for the audit firm's review by early- to mid-November, with the audit presentation in mid- to late-November or early December.

Q10: What is the budget for audit services?

A10: The City’s budget for audit services for the FY 2015 audit has not yet been established inasmuch as it will be allocated to City FY2016. Sufficient funds were budgeted to cover the fixed audit costs of:

FY 2011 Audit	\$47,500 (in fiscal year 2012)
FY 2012 Audit	\$48,000 (in fiscal year 2013)
FY 2013 Audit	\$48,500 (in fiscal year 2014)
FY 2014 Audit	\$49,000 (in fiscal year 2015)

Q11: How many firms are proposing on the work?

A11: The City will not know the answer to this question until after the submittal deadline.

Q12: Who are the firms proposing?

A12: The City will not know the answer to this question until after the submittal deadline.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q13: What is the relationship between the City of Franklin and the Franklin Special School District?

A13: Except for overlapping (but not coterminous) jurisdiction, the City of Franklin and the Franklin Special School District are not related.

Q14: Does management prepare any portions of the CAFR? Please indicate management's involvement with the preparation of fund statements, tables for notes, statistical schedules, conversion schedules, MD&A, etc.

A14: City management prepares all statements and schedules mentioned.

Q15: [Does the City] typically have audit adjustments as a result of the financial statements audits?

A15: The City strives to have none.

Q16: If so, what is the nature of the adjustments?

A16: There were no unrecorded entries (audit adjustments) for FY 2014.

Q17: Who maintains depreciation schedules?

A17: City.

Q18: What software package is used [to maintain depreciation schedules]?

A18: Microsoft Excel.

Q19: What is the size of the accounting department for the City?

A19: The City's Finance Department includes the following nine full-time personnel: Assistant City Administrator / CFO, Comptroller, Business Process Improvement Manager, Financial Manager, three Financial Analysts, Payroll Technician, and AP Technician.

Q20: What special revenue fund will be new in FY2015?

A20: In Lieu of Parkland Fees, previously recorded in the General Fund. Fund balance is slightly more than \$2 million.

Q21: What is the source of revenue and purpose [for the special revenue fund that will be new in FY2015]?

A21: Regarding the In Lieu of Parkland Fees Fund, the source of revenue is fees received from developers in lieu of donation of parkland, and the purpose is for park related purposes. No expenditures have been authorized to date.

Q22: [Does the City] expect grant revenues for FY2015 to be similar to FY2014?

A22: Yes, based on current programs.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q23: [Does the City] expect to receive any significant new grants (especially federally funded grants) [in FY2015]?

A23: No, based on current programs.

Q24: Have all special revenue funds been analyzed for qualification as a special revenue fund under GASB 54?

A24: Yes.

Q25: Have [the City's] external auditors been able to rely on controls over major transaction cycles based on the firm's internal control testing?

A25: Yes.

Questions 26-40 pertain to Procurement Solicitation No. 2015-021 (the scope of work for which is to examine the financial statements and records of the Conference Center at Cool Springs, a joint venture between the City of Franklin, Tennessee and Williamson County, Tennessee):

Q26: Why [is the City] considering a change in [audit] firms?

A26: The reason the City has issued Procurement Solicitation No. 2015-021 is the term of award resulting from the last time the City issued a request for proposals for financial and compliance auditing services, in February, 2011, includes no more options to extend. As stated in the Request for Proposals, the objective of Procurement Solicitation Nos. 2015-020 and 2015-021 is "to secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to supply and deliver to the City of Franklin Finance Department the financial and compliance auditing services as described below."

Q27: Is there anything [the City] would like to see [its audit] firm doing that [its] current firm isn't doing now?

A27: The City expects the audit firm selected as a result of Procurement Solicitation No. 2015-021 to meet the requirements of the request for proposals and other component documents of that solicitation.

Q28: In past years, approximately how many people typically comprise the [audit firm's] engagement team?

A28: The following four personnel comprised the FY2014 Conference Center audit firm engagement team: Audit Principal, Managing Principal / Concurring Reviewer, and two Audit Supervisors.

Q29: How much time is typically spent at [Conference Center offices by the audit firm's engagement team] during planning, interim work and fieldwork?

A29: It is reasonable to expect the hours would be less than spent on the City's audit.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q30: What is the normal timeline for the audit (planning, fieldwork, information for financial statements, etc.)?

A30: The City anticipates that the timeline for the Conference Center audit would be comparable to the timeline for the City audit (see Answer 9).

Q31: What is the budget for audit services?

A31: The budget for audit services for the FY2015 audit has not yet been established inasmuch as it will be allocated to FY2016. Sufficient funds were budgeted by the Conference Center to cover the fixed audit costs of:

FY 2011 Audit	\$12,500 (in fiscal year 2012)
FY 2012 Audit	\$12,950 (in fiscal year 2013)
FY 2013 Audit	\$13,400 (in fiscal year 2014)
FY 2014 Audit	\$13,900 (in fiscal year 2015)

Q32: How many firms are proposing on the work?

A32: The City will not know the answer to this question until after the submittal deadline.

Q33: Who are the firms proposing?

A33: The City will not know the answer to this question until after the submittal deadline.

Q34: Who maintains depreciation schedules?

A34: Audit firm proposes audit adjustment for depreciation.

Q35: What software package is used [to maintain depreciation schedules]?

A35: See Answer 34 above.

Q36: How are accounting staff assigned to the [Conference Center]?

A36: Conference Center management has its own financial personnel.

Q37: [Does the Conference Center] typically have audit adjustments as a result of the financial statements audits?

A37: Yes, depreciation as mentioned in Answer 34.

Q38: If so, what is the nature of the adjustments?

A38: Depreciation.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

Q39: Does management prepare any portions of the financial statement? Please indicate management's involvement in the preparation of statements, tables for notes, MD&A, etc.

A39: Other than depreciation, Conference Center management prepares statements and schedules.

Q40: Have [the Conference Center's] external auditors been able to rely on controls over major transaction cycles based on the firm's internal control testing?

A40: Yes, to the best of City's knowledge.

City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

10. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
11. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
12. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

City of Franklin Addendum No. 2 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

1. Solicitation identified: This Addendum No. 2 applies to the following procurement:
financial and compliance auditing services
Purchasing Office Solicitation No.: 2015-020 and 2015-021
2. Notice to Proposers publication date: **January 15, 2015**
3. Solicitation release date: **January 16, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 29, 2015, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **February 4, 2015**
6. Addendum No. 2 release date: **February 16, 2015**
7. Proposals submittal deadline and scheduled opening:
~~February 17, 2015, 2:00 p.m. Central Time~~
February 19, 2015, 2:00 p.m. Central Time
8. Tentative date of release of City's tabulation of proposals received and notice of intent to award:
March 6, 2015 or March 20, 2015
(depending upon whether interviews are conducted)
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City:
March 24, 2015 or April 28, 2015
(depending upon whether interviews are conducted)
10. Addendum:

In reference to the City of Franklin's **January 16, 2015** Purchasing Office Solicitation Nos. **2015-020 and 2015-021** for **financial and compliance auditing services**, in light of today's weather and road conditions, the City has decided to postpone the submittal deadline and scheduled opening of all proposals received.

The purpose of this Addendum No. 2 is to provide to all interested service providers the City's decision to postpone the submittal deadline.

Please note that the submittal deadline and scheduled opening of all proposals received is hereby postponed to:

February 19, 2015, 2:00 p.m. Central Time

City of Franklin Addendum No. 2 to
Purchasing Office Solicitation No.: 2015-020 and 2015-021

11. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0061)

Attachment No. 2

SUBMITTAL



***The Conference Center at Cool Springs
Proposal to Provide
Professional Audit Services
February 19, 2015***



Conference Center
at Cool Springs

**CROSSLIN
& ASSOCIATES**
BUSINESS SOLUTION PROVIDERS





February 19, 2015

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, Tennessee 37064

Ladies and Gentlemen:

Crosslin & Associates, PLLC ("Crosslin") is pleased to respond to your Request for Proposal and to demonstrate our unique credentials to continue providing independent auditing services to the Conference Center at Cool Springs ("Conference Center"), for the year ending June 30, 2015 and our willingness to contract with the Conference Center for an additional four consecutive one year terms. Crosslin is proud to have the Conference Center as our customer, along with several other conference centers and hospitality entities. We are excited about this opportunity to again showcase our credentials and are confident that Crosslin remains the best choice for the Conference Center's independent auditing needs.

Functional Requirements

Crosslin & Associates fully understands the scope of work requested by the Conference Center, and we are committed to performing the work within the timeframe set forth in the RFP. This proposal represents a firm and irrevocable offer if accepted within 120 days.

Team that Understands the Conference Center

We believe the Crosslin team remains the best qualified to serve the accounting and audit service needs of the Conference Center for the following reasons:

- Crosslin is one of Tennessee's premier professional accounting service firms. Our team members have vast experience in providing services to conference centers, hospitality entities, and governmental entities. Crosslin's practice is extensive, and we annually train our entire staff and numerous industry professionals to meet *Government Auditing Standards* and to comply with the AICPA's training guidelines as to hours and content.
- Your engagement team understands the convention center/hospitality and governmental sectors and is committed to raising that level of understanding year after year. That experience is unique among accounting firms.



- Crosslin is a Nashville-based accounting and consulting firm that works all over North America and brings fees into Middle Tennessee to be spent to support Middle Tennessee businesses, services, and governments. Because we do not have an executive office in another city, partners spanning the globe, or mind-boggling liability insurance and litigation settlement costs, our fee structure provides for dramatically lower costs to our customers – as you have experienced over the course of our engagement. Furthermore, the Conference Center did not have to accept less expertise, quality, or responsiveness to realize those savings. Please ask your accounting and finance team as to their satisfaction with our services.
- Our team assigned to the Conference Center has experience auditing convention centers, and hospitality entities including the Conference Center at Cool Springs, Scarritt-Bennett Center, Westin Hotel in Memphis, J. Alexander's Corporation (over 30 restaurants), the Linden Springs Baptist Conference Center, the Carson Valley Baptist Conference Center, and the Metro Nashville Municipal Convention Center. We also have significant audit experience with Shoney's, Inc., the Metropolitan Nashville Airport Authority and Captain D's. All of these entities have hospitality and/or concessions arrangements.
- We also have significantly more depth of resources and experience in auditing governmental projects, and not-for-profit entities than ANY firm in Middle Tennessee. Our customers include, among others, the Cities of Franklin, Knoxville, Clarksville, and White House, and the Metropolitan Government of Nashville and Davidson County. Our prior customers have included the Metropolitan Development and Housing Agency, Harpeth Valley Utilities District, Nashville Electric Service, the City of Belle Meade, and Sumner County Government.
- Our service philosophy provides significantly higher levels of hands-on senior leadership time. Our principals and managers will continue to be in the field working on your audit as they have for the past 4 years. Our principal and manager time will be approximately 35% of the engagement hours.
- Crosslin & Associates, PLLC is an independent member of the BDO Alliance USA, a national network of select accounting firms with direct ties to BDO. BDO International is one of the largest accounting firms in the world. BDO's resources are comparable to any other international accounting firm, including the Big Four. Our affiliation with BDO allows you to have available all of the resources of an international accounting and consulting firm (when needed), but with local, personalized service at a reasonable cost. We have several local principals with significant depth and experience, and the Conference Center would never be one partner rotation away from not being locally served.
- We are committed to the delivery of superior customer service which includes proper planning and executing highly efficient audit services. We also will contribute well thought-out and constructive suggestions for your consideration. Part of our firm's mission is to attract and retain team members and small business partners of the highest character who have the ability to interface with your team. We know your expectations of us will be very high, and we will not disappoint.



These points are but a few examples of the credentials which make Crosslin the right firm to continue providing service to the Conference Center. We are confident that the services we offer will continue to exceed your expectations, and that our commitment to outstanding customer service will reflect the same dedication with which the Conference Center serves the citizens of Franklin and Williamson County. We would appreciate the opportunity to continue working with the Conference Center, and we look forward to furthering our relationship with you.

Crosslin & Associates, PLLC hereby states that the person signing the proposal (J. Dell Crosslin, Managing Principal) is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the City.

I will serve as the authorized negotiator on behalf of this firm.

If you have questions about any information in our proposal, please contact Dan Miller or me. We would consider it a privilege to continue to provide independent auditing services to the Conference Center at Cool Springs.

Sincerely,

CROSSLIN & ASSOCIATES, PLLC

J. Dell Crosslin, CPA, CFE
Managing Principal

"Crosslin & Associates have performed our annual financial audits now for the past 5 years. Each year their staff has made the audit process more proficient while providing invaluable feedback and professional advice throughout the audit process. Their staff is very knowledgeable, flexible to our work schedules, and consistently provide outstanding customer service . I highly recommend Crosslin & Associates for any organization wishing to bring their audit experience to a heightened new service level."

Robert M. Lonis
Chief Financial Officer
Nashville General Hospital



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Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Vendor's name, street address, and mailing address:	Crosslin & Associates, PLLC The Astoria 3803 Bedford Avenue, Suite 103 Nashville, Tennessee 37215
Vendor's contact person's name (printed), title, telephone number and e-mail address:	J. Dell Crosslin Managing Principal (615) 320-5500 dell.crosslin@crosslinpc.com
Does the proposer take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☐ Yes, see enclosed. ☒ No, proposer takes no exceptions.
For which scope of work does this proposal pertain (choose one or both)?	☐ 2015-020 (City of Franklin) ☒ 2015-021 (Conference Center of Cool Springs)
Fee proposal is sealed in a separate envelope and submitted with the technical proposal (yes/no):	☒ Yes, see enclosed. ☐ No.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	☒ Yes. ☐ No, proposer requests the following payment terms: _____
Last date (no sooner than May 31, 2015) that proposal and associated pricing is valid and may be accepted by the City:	June 17, 2015
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.

Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2015-020 and 2015-021

Proposer's name:	Crosslin & Associates, PLLC
Are the following included with this Proposal Submittal Form in the submittal? - Detailed vendor-supplied description of proposed product(s) and/or service(s); - Identification, listing and description of any exceptions to the procurement solicitation; - Contact information for required references (see Request for Proposals); - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; and - City of Franklin Affidavit of Title VI Compliance, executed in full.	☒ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</u> received. ☒ Addenda Nos. <u>2</u> received. ☐ No addenda received.
Signature of proposer's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	 (signature)
Title of proposer's authorized representative:	Managing Principal
Date of signature:	<u>2-19-15</u>



Our Experience

The Cool Springs Conference Center is a unique audit, and we bring the expertise necessary to audit all operations of the joint venture. We have audited the Conference Center for the past 4 years, as well as other numerous convention centers and hospitality companies, which utilize management and operating agreements, concession agreements, and contracts. Through these experiences, we've gained an invaluable understanding of procurement, contract compliance, hospitality performance measures, contract negotiation, and financing surrounding these entities. We also understand and appreciate the public scrutiny involved in these projects.

Our specific experience includes auditing the Conference Center for the past four years. In that time, we have seen the Conference Center change hotel ownership and management teams. We have also seen the impact of the economy as well as increased competition. We know your operations well, which make us uniquely qualified to provide outstanding service. We understand the management and operating agreements as well as the revenue recognition methodology and the allocations of joint expenses. These are unique to the Conference Center and unique to our firm's understanding. In addition to our specific experience with the Conference Center, we also have significant experience in auditing similar operations. Concession revenues and allocations are an important part of your operating business plan, and we have expertise in both. We audit the conference operations of Scarritt-Bennett Center, which is a premiere conference and education center in Nashville. Scarritt-Bennett Center has all of the same audit issues as the Conference Center. Additionally, we audit the vast operations of the Metropolitan Nashville Airport Authority. We examine the unique contractual relationship and operational interaction between the Metropolitan Nashville Airport Authority and its third-party providers. We perform analytical tests of revenues using rates, costs, and number of transactions. We also audit contracts and revenue from concessionaires. Each of these contracts has unique terms regarding square footage, common area maintenance, and percentage of sales terms. An audit firm with prior knowledge of such agreements is essential to an effective audit, and our experience is distinctive.

Experienced and knowledgeable business advisors are of paramount importance to your ability to operate effectively. To that end, working with organizations in the governmental and not-for-profit arena is a specialty of Crosslin & Associates – we have been working with these types of entities for more than 27 years. We currently serve nearly 90 governmental entities and not-for-profit organizations and provide them with a wide variety of services, including audits, internal control reviews, and management consulting. We work closely with our governmental and not-for-profit customers to ensure that their organizations run as smoothly and efficiently as possible. Our extensive experience provides us with understanding of the specific issues and risks faced by governmental entities.

Through our long history with the Conference Center, the City of Franklin, and similar entities, we are in the best position to provide the best audit to the Conference Center.



Our Experience

The Crosslin team has been heavily involved with governmental and not-for-profit engagements throughout their careers and have extensive experience in providing services to governments and governmental entities. Customers served include the City of Franklin, The Metropolitan Government of Nashville and Davidson County, Sumner County (prior), Metropolitan Municipal Convention Center, Metro Water Services, the City of Knoxville, the City of Clarksville, the City of White House, and Murfreesboro City Schools engagements, among others.

Additionally, the members of our sizeable audit team work with governmental and not-for-profit customers on a daily basis; at the supervisory accountant level alone (those who oversee audit staff from day to day), our team members combined have more than 166 years of governmental experience among them. With unsurpassed experience in auditing governmental entities, Crosslin can undoubtedly provide you with unparalleled quality and immeasurable customers service.

Our firm devotes special resources to our government customers in an effort to keep them up to date on current events within the governmental arena. In addition to our practical audit experience with governmental organizations, we have experience in assisting our customers in the implementation of new accounting and reporting requirements, trends, and practices. We frequently host seminars and programs for our governmental customers related to the specialized requirements of this type of accounting.



Our Experience

Due to Crosslin's extensive governmental, and not-for-profit experience, a deeply rooted common body of knowledge has developed in those areas. As a result of our knowledge in the trends and accounting practices in the governmental field, we are able to answer virtually any audit question you may have as it arises. It is critical that your engagement team members be well versed in the pronouncements that are being continuously released by GASB.

Below is a representative sample of our governmental, not-for-profit and hospitality experience, both current and prior.

Government and Not-for-Profit

City of Franklin, Tennessee
Metropolitan Government of Nashville and Davidson County
City of Knoxville, Tennessee
City of Clarksville, Tennessee
City of White House, Tennessee
Metropolitan Nashville Airport Authority
Metropolitan Transit Authority
Murfreesboro City School System
General Council on Finance and Administration of The United Methodist Church (22 entities) (prior)
Sumner County Government (prior)
Harpeth Valley Utilities District (prior)
Metropolitan Development & Housing Agency (prior)
Church World Service
Cumberland Region Tomorrow
Nashville Public Television
Tennessee School Boards Association
Tennessee Insurance Guaranty Association
The Entrepreneur Center
Welcome Home Ministries
First Baptist Church Clarksville
Englewood Baptist Church
The Next Door, Inc.
United Methodist Women
Mur-Ci Homes, Inc.

Hospitality

Scarritt-Bennett Center
Westin Hotel, Memphis, Tennessee
J. Alexander's Corporation
Linden Springs Baptist Conference Center
Carson Valley Baptist Conference Center
Metropolitan Nashville Municipal Convention Center
Golf Club of Tennessee

Universities and Colleges

The University of the South (prior)
Meharry Medical College
Belmont University (prior)
Bethel University
Carson-Newman University
Union University
Fisk University
Martin Methodist College
Watkins College of Art & Design
O'More College of Design



Overview of the Firm

Crosslin & Associates, PLLC is a firm of accountants, auditors and consultants located in Nashville, Tennessee. We have approximately 60 team members, 11 of whom are principals in the firm and we serve customers all over the United States as well as internationally.

Our firm was founded as a PC more than 27 years ago by Managing Principal Dell Crosslin, David Hunt and two other CPAs with the desire to provide organizations with an alternative to the national accounting firm options. Several of the founding team came from “Big Four” firms and believed that a regional firm with national firm resources could provide quality service to organizations with more reasonable fees, more personal attention, and with a greater sense of urgency to deliver services to our customers. As national firms directed their focus to SEC and larger customers, Crosslin & Associates set out to serve governmental customers and utilities, educational institutions, not-for-profits, universities, and privately-owned companies, as well as to provide alternative services to the SEC market. Our firm has elected to register with the Governmental Audit Quality Center (“GAQC”), the Employee Benefit Plan Audit Quality Center (“EBPAQC”) of the American Institute of Certified Public Accounts (“AICPA”), and the Public Company Accounting and Oversight Board (“PCAOB”). We believe these memberships demonstrate our commitment to excellence in serving our customers.

Over the years, principals were added, the name has changed, and we have moved locations a few times, but the cornerstone on which the firm was founded has remained the same – to deliver outstanding service.

Crosslin & Associates has been named “Best in Business” and one of the “Best Places to Work” finalists in Middle Tennessee by the *Nashville Business Journal*. Crosslin recruits the best employees available without regard to race, religion, sex, or disabilities. Our team members are a diverse group of extremely talented individuals dedicated to outstanding service and the complete satisfaction of every customer we serve.

Crosslin & Associates is an active and contributing member of our community and the communities we serve, with team members involved in numerous not-for-profit organizations as board members, advisors, officers, and volunteers. We have been longtime supporters of not-for-profit organizations and initiatives, constantly encouraging our team members, customers, and colleagues to do their part to give back and help others. Crosslin & Associates was honored to receive the 2013 and 2014 Corporate Giving Award (dollars and volunteer hours) from the *Nashville Business Journal* recognizing our commitment to serving our community.

An independent member of the BDO Alliance, Crosslin provides business assurance, tax, and advisory services to organizations in a myriad of industries, including governmental entities, not-for-profit, education, foundations, religious organizations, healthcare, major privately-owned businesses, professional services, manufacturing, and distribution. The BDO Alliance gives us access to hundreds of professionals, if needed. It is the same relationship as a national firm using staff from another city. Our professionals possess the depth of experience and capabilities necessary to deliver outstanding service on each and every engagement, regardless of its scope or complexity. Through our hands-on approach and commitment to superior customer service, Crosslin and its subsidiaries truly are “business solution providers.”



Overview of the Firm

BDO Alliance Relationship

Crosslin & Associates, PLLC is an independent member of the BDO Alliance USA, a national network of select accounting firms with direct ties to BDO, the world's seventh largest international accounting firm. Membership in the Alliance gives us immediate access to the technical literature, customer services, training, technical expertise, research capability, and other resources of BDO and other Alliance members. Another advantage of our Alliance relationship is that we have the capability to obtain international firm opinions in a seamless fashion. The BDO Alliance networks more than 400 independently owned local and regional accounting and consulting, law, business consulting and technology firms.

As an Alliance member, Crosslin is able to provide customers with the best of both worlds - the depth and breadth of resources and expertise of a major global firm, and the reliable, personalized service that is the hallmark of an independent regional firm that knows and understands privately and publicly held companies.

Current Auditor Stats

	<u>Revenue</u>
Deloitte & Touche	\$13.89 billion
PricewaterhouseCoopers	\$11.04 billion
Ernst & Young	\$9.10 billion
BDO* Global Network	\$6.45 billion
KPMG	\$6.14 billion
McGladrey	\$1.37 billion
Grant Thornton	\$1.30 billion
Crowe Horwath	\$665 million
CliftonLarsonAllen	\$564 million
CohnReznick	\$508 million

Source: Revenue data from Accounting Today "2014 Top 100 Firms". (Fiscal 2013)

* BDO Global Networks's revenues, including Alliance members.



Overview of the Firm

How We Serve

Outstanding customer service. Our reputation depends on it.

Out•stand•ing
(out-stăn'dĩng)

adj. Distinguished in excellence
among others of its kind; superior

Distinguished. Superior. Excellent. There are countless ways to describe the service that accounting and consulting professionals should provide, but at Crosslin & Associates, we have our own word for it: outstanding. It describes what we are, what we offer, and what we strive to be.

From its inception, Crosslin & Associates has had one fundamental objective at the core of its operations: to provide outstanding service to our customers. On a daily basis, our team members carry out this service commitment according to our four cornerstone principles:

ACCOUNTABILITY – We structure our service approach around hands-on involvement by our principals, directors and managers, placing the responsibility for outstanding customer service at the highest levels of our firm.

CONSISTENCY – We are committed to ensuring the continuity of personnel assigned to each engagement. We strive to retain talented and knowledgeable professionals who are willing to make long-term commitments to the firm and to our customers.

OPPORTUNITY – Your accounting advisor must do more for you than simply complete the engagement. We actively search for ways to enhance your operations and to offer innovative ideas to expand your business opportunities. We want to be more than your accountant; we want to be your business solutions provider.

ACCESSIBILITY – Open lines of communication and regular meetings are essential to understanding your needs and expectations. Our accessibility and our technical expertise create a powerful combination that enables us to keep our promise of quality, innovation, and diligence.



Overview of the Firm

The Crosslin Team Commitment

In keeping with our pledge to deliver Outstanding Customer Service, we propose the following as guidelines for success:

OUR COMMITMENT TO YOU

We will respect the confidentiality of our working relationship.

We will act with integrity, honesty, and openness at all times.

We will assist you at the time of your call or will
return your phone calls promptly.

We will meet agreed-upon deadlines.

We will alert you of any circumstances beyond our control
that may interfere with the work in progress.

Our fees for any assignment will always be disclosed in advance.

YOUR COMMITMENT TO US

You will give us cooperation, responsiveness, and follow-through.

You will be accessible to us within the time frames
upon which we have agreed.

You will give us all of the information we need to do our work
in a timely manner.

You will be open, frank, and honest with us at all times.

You will let us know immediately of any concerns about our work together.

You agree to listen to any advice we offer. It is your decision
whether the advice is implemented.



Overview of the Firm

Peer Review and Training

Crosslin's most recent peer review was completed in January, 2014. In this peer review, Crosslin received the highest mark possible: a passing opinion with no comments. This peer review included our governmental/not-for-profit (A-133) engagements. Only a small percentage of accounting firms in the country receive this rating. Crosslin has received this same rating for seven consecutive peer reviews.

The American Institute of Certified Public Accountants invited all CPA firms to join and comply with certain stringent practice requirements in order to provide the public with the highest level of assurance that such firms conducted quality practices. Because our firm maintains the following standards, Crosslin is a member in good standing:

- Each member of our professional staff receives at least 40 hours of continuing professional education each year. We have BDO, AICPA, and internal training classes available to our team members.
- Each member of our auditing team biannually receives at least 16 hours of education directly related to governmental/not-for-profit auditing (including A-133 training). This exceeds the requirements of the Yellow Book.
- The firm adheres to a strict system of quality control procedures by the Public Company Accounting Oversight Board ("PCAOB"), Employee Benefit Plan Audit Quality Center ("EBPAQC"), and the American Institute of Certified Public Accountants ("AICPA"). We are members of the Governmental Accounting Quality Center ("GAQC").

Crosslin has worked hard to continually develop the firm and our team members. We do, however, look for ways to continually improve the way we do business, and therefore, better serve our customers.

Our peer review letter follows.

Quality Reviews

There has never been a disciplinary action taken or pending against Crosslin & Associates, P.C. during our history with state regulatory bodies or professional organizations.

System Review Report

January 15, 2014

To the Principals of
Crosslin & Associates, P.C.
and the Peer Review Committee of the Tennessee Society of CPA's:

We have reviewed the system of quality control for the accounting and auditing practice of Crosslin & Associates, P.C. (the firm) in effect for the year ended August 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Crosslin & Associates, P.C. in effect for the year ended August 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crosslin & Associates, P.C. has received a peer review rating of *pass*.

Jaynes, Reitmeier, Boyd & Therrell, P.C.



Structure of the Firm

Selecting an accounting and consulting firm is one of the most important business decisions a government entity has to make. You want and expect timely and accurate service, of course, but this is just the beginning. You want to develop a relationship with the firm with whom you choose to work. You must be able to trust in your firm, in your engagement team, and in the quality of work that the team provides. You need more than just someone to get the work done. You want to choose the one firm which will best address your interests and the interests of the citizens and customers you serve.

Other accounting firms may offer services similar to ours, but Crosslin stands alone when it comes to relationships. To each customer we serve, we pledge a level of customer service you simply cannot receive from another firm. This pledge, combined with our firm structure, technology, personnel, and substantial experience with governmental audits, distinguishes us from other firms.

Staff Continuity and Lack of Turnover

Based upon historical experience, Crosslin has been successful at maintaining continuity of engagement personnel with our customers. We have worked hard to recruit and retain an unusually dedicated staff. Over the last three years, we have had 13% turnover in our firm compared to 20% plus in the accounting industry. Of those who have departed, a large number are now client executives.

A continuing goal of Crosslin is the development and maintenance of a long-term relationship. Therefore, the planning, execution, and supervision of our work is rendered by principals and managers who are expected to serve you over many years. Because of the high touch nature of our principals and managers in serving our customers, you can be assured you will be served by professionals who know you well, long into the future!

As you can see from the organizational chart on page 12, many members of our audit staff have been on the Conference Center's engagement for 4 years. This proves our commitment to continuity of quality professionals and proves that we will keep assigned individuals working on the Conference Center engagement as they are promoted to positions of higher responsibility within our firm. This continuity was our promise in 2011, which we have kept, and plan to keep throughout our continued relationship with the Conference Center.

Integration of New Staff

In addition to our commitment to the continuity of team members assigned to work on the Conference Center's engagement, we will also integrate new staff on the engagement so that we can seamlessly continue to build our firm's institutional knowledge of the Conference Center. As changes in engagement personnel cannot always be prevented, it is important that competent replacements are available so that there are no disruptions to your team or to the audit process. Due to our extensive involvement with similar organizations, we have a wealth of professionals available with the proper industry experience and training in order to provide you with quality service on an ongoing basis.



Structure of the Firm

Involvement of Principal-In-Charge

Crosslin was founded on the belief that exceptional service can and should be delivered on all levels. Our principals enjoy having frequent interaction with their customers and we are committed to maintaining this philosophy.

Principal-in-Charge, Dan Miller, will continue to be heavily involved with the Conference Center throughout the year and will visit the Conference Center premises on a regular basis. Crosslin's philosophy is to provide you with a business partner who is available year round to assist you. In addition, the reviews are performed on-site during fieldwork so that any questions or issues can be addressed and resolved on a timely basis.

Policy on Rotating Principals

Crosslin has experienced great success in building knowledgeable and well-versed teams for the Conference Center. By providing the Conference Center with the same senior leadership year after year, our team is familiar with the Conference Center's business operations, personnel, and the inner workings of the engagement. By growing this familiarity year after year, we are able to better serve you.

We have two principals intimately involved with the Conference Center engagement. Accordingly, we can provide a fresh approach and review while maintaining institutional knowledge and continuity. This policy of principal assignments provides a much better approach than mandatory rotation of audit firms. Therefore, all principals will remain on the engagement and retain history, but could periodically transfer assignments within the engagement to guarantee a fresh look at responsibilities. All of this would be subject to your approval.

Completion of the Audit Within the Required Timeframe

As the current auditors of the Conference Center, we begin planning for the next fiscal year's audit immediately after completing the fiscal year under audit. As soon as the interim financial statements are available, we begin audit procedures that ensure that we will meet the required timeframes for completion of all parts of the audit. In addition, we perform interim testing, which includes tests of controls, in order to finalize our planning, timing, and approach for the fiscal year under audit. This enables us to focus our time and resources on substantive testing during final fieldwork. Our team has been in place for 4 years and we have committed ourselves to finalizing each of the audits before the deadline and have proven that we can meet the required timeframe year after year.

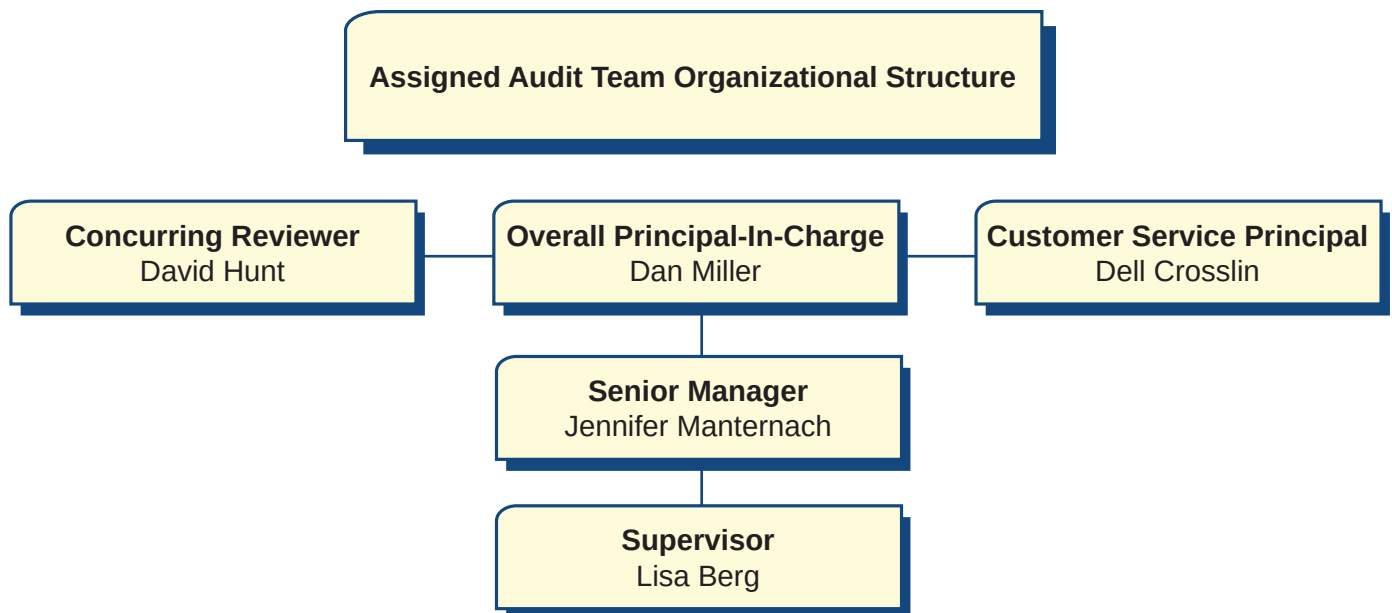


Organization of Audit Staff and Assigned Audit Team

Organization of the Assigned Audit Team

Our greatest strength is our people, and our firm was founded with the fundamental belief that we must deliver nothing less than outstanding customer service on each and every engagement. It is only through the dedication of our talented and knowledgeable team that we are able to maintain this service approach. We believe that there is simply no substitute for personal business relationships built on solid communication and timely interaction.

To that end, we have carefully selected the following team of professionals to serve the Conference Center. Each member of our customer service team has extensive experience with governmental and conference center/hospitality entities. Each has received no less than 16 hours per year of continuing education focusing solely on governmental audit procedures.





Qualifications of Staff

Daniel P. Miller, CPA **Audit Principal**

Dan has been with Crosslin for nearly 13 years after working at a Big Four firm in Pennsylvania. Dan has extensive experience on audit and consulting engagements in various industries including governments, hospitality, not-for-profit, healthcare, manufacturing, construction, direct-selling, information technology, and financial services.

Dan managed or directed customer engagements including the Conference Center at Cool Springs, City of Franklin, Scarritt-Bennett Center, The Metropolitan Government of Nashville and Davidson County's A-133 Single Audit, the Metropolitan Transit Authority, Metropolitan Nashville Airport Authority, City of Knoxville Pension System, City of Clarksville, Metropolitan Development and Housing Agency (prior), Southwestern/Great American, and Coreslab Structures.

Dan's governmental experience coupled with experience at Scarritt-Bennett Conference Center makes him a unique and great choice for the Conference Center engagement.

Dan serves on the firm's leadership team, conducts training for the audit team members and is actively involved in the firm's recruiting, technology and audit quality initiatives. He serves as Principal-in-Charge of Technical Matters for our audit practice. Dan is also in charge of the firm's Continuing Professional Education programs, including training goals, outside programs, and compliance. Dan completed the Nashville Young Leaders Council Program, and has joined the Board of the Imagination Library of Middle Tennessee. He has also served on the Finance Committee of Habitat for Humanity Young Professionals. Additionally, Dan has been recognized as a winner of the 2013 *Nashville Business Journal's* 40 under 40, which recognizes individuals under the age of 40 for their excellence in business and contributions to their communities in Middle Tennessee.



Education

Bachelor's Degree, Grove City College

Licenses & Certifications

CPA, Tennessee and Kentucky

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants

Other Activities

Board Member, Imagination Library of Middle Tennessee



Qualifications of Staff

David Hunt, CPA **Audit Principal**

David has been with Crosslin since its inception in 1987. David serves as Crosslin's Principal-In-Charge of governmental entities. His extensive experience includes audit, internal control consulting, mergers and acquisitions, and covers a wide variety of customers in fields including government, not-for-profit, manufacturing and distribution, healthcare, professional services, and hospitality. Customers served by David include the Conference Center at Cool Springs, J. Alexander's Corporation, Linden Springs Baptist Conference Center, Carson Valley Baptist Conference Center, The Metropolitan Government of Nashville and Davidson County, the City of Knoxville, the City of White House, Murfreesboro City Schools, Harpeth Valley Utilities District (prior), University of the South (prior), Meharry Medical College, Union University, Carson-Newman University, Fisk University, and Coreslab holdings, Inc.

David is a Certified Public Accountant licensed in Tennessee and Kentucky, and is a member of the American Institute of Certified Public Accountants and the Tennessee Society of Certified Public Accountants. He oversees the firm's employee mentoring program, is active in community affairs, and has also served as a board member and Treasurer for the Middle Tennessee Chapter of the American Diabetes Association. David graduated cum laude from Trevecca University in Nashville, Tennessee with a dual major in accounting and business administration.



Education

Bachelor's Degree, Trevecca University

Licenses & Certifications

CPA, Tennessee and Kentucky

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants



Qualifications of Staff

J. Dell Crosslin, CPA, CFE **Managing Principal**

With more than 40 years of experience in accounting, auditing and consulting, Dell has served as a business advisor to governments, not-for-profits, healthcare, religious organizations, manufacturing and construction, real estate, and various other public and private entities. Dell has guided these various industries in numerous areas including audits, strategic planning, fraud examination, forensic accounting, information technology studies, and development of financial statement packages.

Having worked as both a private and public accountant, Dell's experience includes a tenure in the insurance industry, as well as a partnership with a Big Four Firm. In 1987, Dell and three other CPAs created what is today, Crosslin & Associates, a premier regional public accounting firm.

Under the Crosslin banner, customers served by Dell include the Conference Center at Cool Springs, the Cities of Franklin, Knoxville, Clarksville, and White House, The Metropolitan Government of Nashville and Davidson County, Metropolitan Transit Authority, Metropolitan Nashville Airport Authority, Nashville Electric Service (prior), J. Alexander's Corporation, Linden Springs Baptist Conference Center, Carson Valley Baptist Conference Center, Harpeth Valley Utilities (prior), Meharry Medical College, Fisk University, Bethel University, Carson-Newman University, and Coreslab Holdings, Inc.

Dell has been named to the InCharge in Banking and Finance list for 2011, 2012, 2013, and 2014 by the *Nashville Post* as well as one of Accounting's Finest 2012 by the same publication. He was named to the InCharge Healthcare 2012, 2013, and 2014 list by the *Nashville Medical News* and recognized as a Power Leader in Accounting 2012 by the *Nashville Business Journal*. Dell has previously served as a board member for Catholic Charities of Tennessee and currently serves on the Board of St. Thomas Health Services in Nashville, TN serving as chairman of the Audit Committee and as a member of the Finance Committee.



Education

Bachelor's Degree, Peabody College of Vanderbilt University

Licenses & Certifications

CPA, Tennessee and Kentucky

Certified Fraud Examiner

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants

Other Activities

Board Member, St. Thomas Health Services

Former Board Member, Catholic Charities of Tennessee



Qualifications of Staff

Shane W. Clancy, CISSP, GCIH, GCFA, GWAPT, PCI DSS QSA Principal

As Principal for Crosslin Technologies, a sister company of Crosslin & Associates, Shane provides a broad range of information security, risk management, and compliance validation services to governmental, health care, not-for-profits, financial, retail, higher education, and manufacturing organizations. His experience includes performing providing security compliance assessments to governmental, not-for-profit, and healthcare entities. Shane coordinates incident response and contingency plans for companies that have experienced data breaches. He also works with customers to develop preventive measures and assists with implementation of these security processes. Additionally, Shane has experience with responding to and participating in fraud and forensic investigations that warrant IT forensic activity and third party chain of custody support for litigation matters.

He builds upon over two decades of success in both the management of information security programs and the technical implementation and evaluation of information security technologies to ensure that his customers' immediate needs and strategic goals are met in the most efficient manner possible. Prior to joining Crosslin Technologies, Shane served as the Director of Federal Risk Management at Securion, LLC.

As the Director of Securion's Federal Risk Management Practice, Shane was responsible for ensuring that his federal customer base addressed information security risks and compliance matters. He has assisted multiple federal agencies in the elimination of both risk and inefficient information security business practices, which dramatically improved their ability to handle increasing workloads and evolving threat vectors. His approach to proactive risk management assisted large federal agencies within the departments of Justice, Homeland Security, Transportation and Defense in achieving and sustaining their information security goals.

Shane holds the Global Information Assurance Certification (GIAC) and has served as the technical representative from the Federal Bureau of Investigation to the Director of National Intelligence. Shane has authored works on malicious code, security engineering, and government policy and codes in three languages.

Shane has performed IT assessments for such organizations as the City of Franklin, The Metropolitan Government of Nashville and Davidson County, the City of Knoxville, the City of Clarksville, Martin Methodist College, Meharry Medical College, Southwestern Company, and CDE Lightband (CDE Power Board of Clarksville and Clarksville Department of Electricity).



Education

Bachelor of Science in
Computer Information
Systems, Strayer University

Licenses & Certifications

GIAC Incident Handling and
Advanced Hacker Techniques
(GCIH)

GIAC Forensic Analyst (GCFA)

GIAC Web Application
Penetration Tester (GWAPT)

Certified Information Systems
Security Professional (CISSP)

Payment Card Industry Data
Security Standard Qualified
Security Assessor (PCI DSS
QSA)



Qualifications of Staff

Jennifer Manternach, CPA **Senior Audit Manager**

Jennifer had more than ten years of both public and private accounting prior to joining Crosslin & Associates in 2011. She is well versed in both audit and tax for governmental, not-for-profit, educational, religious organizations, and privately-owned organizations, as well as for health care organizations which were comprised of several hundred medical sites and pharmacies. Other industries served by Jennifer include manufacturing, privately owned businesses, and education. Jennifer also monitored internal controls and SOX compliance for several businesses.

Customers presently served by Jennifer include the Conference Center at Cool Springs, the City of Franklin, Tennessee, the Metropolitan Government of Nashville and Davidson County, the City of Knoxville, Tennessee, Murfreesboro City Schools, Fisk University, Meharry Medical College, Carson Newman University, the Tennessee Baptist Adult Homes, STEM Academy, KIPP Academy Nashville, Smithson Craighead Academy, Project Reflect, Inc., and Delek (formerly Mapco).



Education

Bachelor's Degree, Luther College

Licenses & Certifications

CPA, Tennessee and Illinois

Professional Associations

Member, American Institute of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants



Scope of Services

Philosophy and Understanding of Scope of Services

Our audit philosophy involves extensive principal and manager involvement in all aspects of each engagement, from the planning stages to the execution and reporting phases of the audit. For the Conference Center engagement principal and manager time will be 35% of the total hours. This assures that the key members of your customer service team will be accessible to the Conference Center's management essentially on a full-time basis, resolving issues and providing answers and ideas that meet your needs, as they arise.

We believe there are several critical elements that contribute to the success of any engagement. These include proper planning and organization, as well as communication and coordination between our firm and the customer. We will meet with the appropriate management personnel during all phases of the audit engagement and will hold progress meetings throughout the course of the audit.

Our practice is to address all known key accounting and reporting issues, which could affect the conduct of the audit and our audit opinion, in the planning stages of the engagement. This serves to reduce the "surprise" element to the lowest level possible. When issues do arise, it has been our experience that timely and prompt resolution of the issues is essential to meeting the objectives of the audit and to customer satisfaction. This approach results in positive working relationships between our firm and our customers. It also helps us to achieve an efficient and effective audit, enabling us to keep fees at favorable levels.

A description of the nature and scope of services and deliverables required by the Conference Center for the years ending June 30, 2015 through 2019 is as follows:

- To audit the financial statements for the Conference Center for each year ended June 30, in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and requirements prescribed by the Comptroller of the Treasury, State of Tennessee; and express an opinion on the Conference Center's financial statements.

We totally understand that the Conference Center has legal requirements to meet and no flexibility with its deadlines.



Audit Approach

Through our deep experience in serving conference center/governments of all sizes, we have developed and tailored a specific and comprehensive audit approach for the Conference Center. Our risk-based approach appropriately addresses the requirements of generally accepted auditing standards (including AICPA Risk Assessment Standards), as well as the standards applicable to financial audits contained in *Government Auditing Standards*, as issued by the Comptroller General of the United States. The approach entails an analysis of business and audit risks that lead to a focused audit effort and has also been designed to address risk and those matters which we believe will be of particular importance to management, the Board of Mayor and Aldermen of the City of Franklin, the County Mayor and Board of County Commissioners of Williamson County and the Citizens of Franklin and Williamson County. We will leverage our experience base and will build upon our deep understanding of conference centers and governments, and their trends in the perpetual development of our audit approach for the future. As conditions change, we will continue to enhance our understanding of critical business and audit areas through comprehensive audit planning and risk assessment.

Throughout the audit process we gain knowledge which, combined with our experience and expertise, provides us with a unique insight into the Conference Center's operations. Our experience allows us to also be a resource for the Conference Center and provide specific suggestions and industry advice. Our approach is designed not only to satisfy professional auditing standards, but also to add value and meet the evolving needs of the Conference Center.

We developed our audit approach based on BDO's approach and our experience auditing governmental entities and conference centers over many years. The key element in performing a successful audit is to have knowledgeable professionals who know the industry and business environment. In order to perform the audit timely and meet or precede your deadlines, we will work closely with your staff while planning the engagement.

We believe that the audit approach is appropriate, comprehensive, and specifically tailored to the Conference Center and its mission.

"Utilizing Crosslin and Associates for the past five years has truly been a great experience. Their staff are knowledgeable, professional, and most importantly easy to work with. During fieldwork, their staff worked diligently to gain an understanding of our operations and were observant of our work schedule while still completing their scheduled tasks on time."

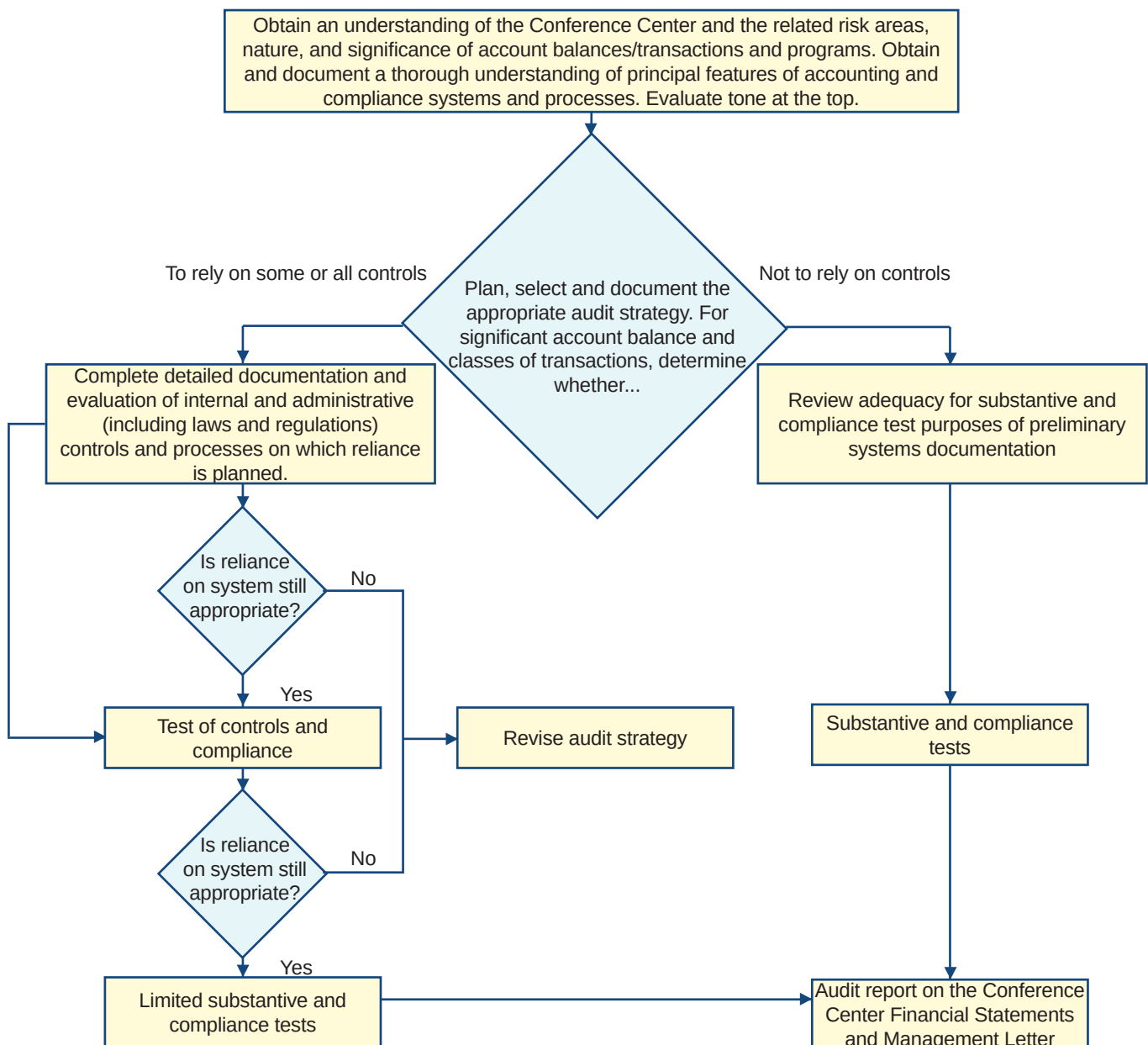
Anthony J. Neumaier
Assistant Director, Finance
Metro Water Services



Audit Approach

There are three integral components to the Conference Center's audit: financial statements audit; consideration of compliance with laws and regulations; and reporting and communication of the results of our audit and quality assurance.

The following is a graphical summary of our audit approach for the Conference Center:





Audit Approach

FINANCIAL STATEMENTS

Financial Statement Audit Planning and Risk Assessment

Our audit planning emphasizes risk assessment in terms of financial statement assertions and the design of audit tests that are responsive to the identified risks. This process takes place in the following steps:

- Building on our understanding of the Conference Center's services
- Identifying and assessing external and internal business risks and their possible impact on the Conference Center's financial statements
- Identifying key financial statement assertions related to significant account balances, classes of transactions and estimates
- Assessing the specific risks that pertain to key financial statement assertions, and the role of material misstatement and non-compliance due to fraud
- Developing auditing procedures designed to respond specifically to the identified risks.

Understanding of the Conference Center's Operations

Our firm places significant emphasis on understanding our customer, its operations, and the impact on our audit. The key element of effective audit planning is our thorough understanding of all of the Conference Center's activities and operations. This includes operating environment, accounting and internal accounting control structure, and financial position. Our four years of experience with the Conference Center will help us quickly capture the relevant information to develop a detailed understanding of these elements. Therefore, we can effectively assess risk, identify the nature of significant account balances/transaction classes, and design efficient and effective audit tests and procedures.

Business Risks

The identification, evaluation, and management of business risks that may affect the operations of the Conference Center and impact its financial statements is essential to the fulfillment of its mission. We will identify and test the systems and processes that the Conference Center has in place to manage these risks.



Audit Approach

FINANCIAL STATEMENTS (continued)

Financial Statement Assertions

Audit planning also must assess risk in relation to financial statement assertions. As your auditors, we will gather sufficient, appropriate audit evidence to provide a reasonable basis for expressing our opinion about these assertions embodied in your basic financial statements. The nature of audit evidence that we require (i.e., direct or indirect) depends upon the nature and importance of the assertion. We will understand the attributes and internal controls over financial reporting and will test the significant controls and their effectiveness. Direct substantive tests will be performed for certain significant financial statement assertions (i.e., those assertions which, due to their nature, are likely to be important to users of the financial statements). The nature and design of those substantive tests will vary and depend on the results of process and control testing.

Audit Risk

Risk assessment is the essential element in the audit planning process. When a reliable risk profile is developed and appropriate risk-assessment decisions are made in the initial planning process, the amount of testing can be correlated with each audit area's relative risk. The result: a more focused, efficient and effective audit.

Audit risk is a function of the risk that the financial statements prepared by management are materially misstated and the risk that the auditor will not detect such material misstatement.

For individual accounts or classes of transactions, audit risk is a combination of: (1) the risk that the balance or class contains errors that, when aggregated with errors in other balances or classes, could be material to the financial statements, and (2) the risk that any such errors that occur will not be detected by the auditor.

We consider risk in our internal controls assessment and testing and in selecting particular substantive tests to achieve our audit objectives. We are acutely interested in limiting overall audit risk to an acceptable level. The nature, timing, and extent of our auditing procedures will be correlated with our assessment of risk. The extent of our substantive audit tests will be directly related to our assessment of risk prior to performing such tests.

Our audit approach classifies the risk of error into two categories - high risk and normal risk - and identifies factors that affect assessment of the risk of error. These factors can be classified into two broad groups: overall risk factors and risk factors specific to account balances or classes of transactions, which include the related internal accounting controls, the nature of the transaction and errors found in the past.



Audit Approach

FINANCIAL STATEMENTS (continued)

Audit Risk (continued)

Crosslin & Associates has assembled a dynamic team of professionals in our Information Technology (IT) department led by Shane Clancy, IT Assurance Principal. As part of our risk assessment, we will evaluate the Conference Center's electronic data processing (EDP) environment in accordance with *Government Auditing Standards* and AICPA guidelines. The objectives of these procedures are to (1) obtain an understanding of relevant systems controls to identify areas that could pose potential auditing risks, (2) determine whether sufficient controls are in place to protect the integrity and reliability of financial data, (3) determine the capability of the core financial management system in carrying out financial data processing, and (4) test the systems controls for the core financial management information systems.

Response to Audit Risk

We will tailor our specific auditing procedures for the Conference Center to correspond with the significance of the financial statement assertions and our assessed levels of risk. If processes and controls are determined through testing to be effective and operating properly, analytical review procedures can often provide the required assurance regarding many financial statements assertions; however, tests of details are necessary for some assertions in order to limit audit risk to acceptable levels.

We plan to gain an understanding of, and test through sampling, internal controls for the following processes:

- Bank reconciliations
- Cash receipts
- Revenue recognition
- Expense recognition, including allocations
- Manual journal entries
- Capital expenditures
- Distributions to the owners



Audit Approach

FINANCIAL STATEMENTS (continued)

Response to Audit Risk (continued)

In addition, we will perform detailed testing including, but not limited to, inspecting original source documents, sending confirmations, etc., for certain significant accounts and transaction classes, as follows:

- Cash and cash equivalents
- Capital assets
- Food and beverage revenues
- Management fees
- Joint expense allocations

Assuming the results of our testing noted above support our preliminary risk assessments, we will augment testing with limited additional procedures consisting of analytical review and other procedures for the respective opinion units to satisfy ourselves that the risk of material misstatement and non-compliance is at an appropriately low level for us to render our opinion.

Performing Work on Related Areas Together

Performing work on related audit areas together results in significant efficiencies. Identifying systems and processes where this can be done is, therefore, an important part of our audit planning. Having members of the engagement team performing all related work together reduces the time learning the Conference Center's systems and gives us a more complete and cohesive understanding of the Conference Center's transactions and processes.



Audit Approach

COMPLIANCE WITH LAWS AND REGULATIONS

An important element of an audit performed in accordance with *Government Auditing Standards* is consideration of the Conference Center's compliance with laws and regulations. Our audit approach to determine the laws and regulations that will be subject to our testwork includes a thorough understanding and application of the following:

1. Statement on Auditing Standards No. 117:

We will apply the guidance in SAS 117, *Compliance Audits*.

2. Specific Audit Program - Laws and Regulations:

We will complete our specific audit program designed to identify the laws and regulations with which the Conference Center must comply, as well as test the compliance.

3. State Laws and Regulations:

We will review and test laws and regulations of the State of Tennessee as detailed within the comprehensive State Department of Audit *Audit Manual*, issued by the Comptroller of the Treasury. Specifically, the *Audit Manual* identifies procedures to be performed relating to significant fraud risk areas for local governments and their component units.

The results of testing the Conference Center's compliance with laws and regulations will be addressed in our reports to management and the Boards.

"WOW!! The audit reports just arrived. We are blown away with how great they look! You have outdone our expectations several times over. Thank you so much. We are proud to hand out this report! Your humility and professionalism has been evident in all your work and is now evidenced once again in the report itself! THANK YOU!"

Lynn Stokes
Director of Audit
City of Clarksville



Audit Approach

REPORTING, COMMUNICATION AND QUALITY ASSURANCE

Communication is an essential part of an effective audit. As your business partner, we want to interact with you as much as possible, not only during the audit, but throughout the year as well. During the course of the audit, we will meet periodically with appropriate financial management personnel to provide a status of the audit engagement. The status report will address the progress of our procedures, any problems encountered, open items and any other issues we believe need to be brought to the attention of management.

Our firm policies require two principal review of audit workpapers and financial statements. In addition, detailed timely audit workpaper and quality control reviews are conducted at appropriate levels throughout the course of the audit. We believe that our approach to continuous communication and our quality assurance and reporting procedures will assure timely completion and performance in accordance with the requirements of the Conference Center.

A summary of the reporting, communication and quality assurance steps is as follows:

- Review the Conference Center's financial statement and preparation of internal control and compliance reports and Management Letter
- Final detail and quality control reviews
- Exit conference preparation and attendance
- Finalization of reports and letters
- Presentation of reports
- Interface throughout the year to address questions and issues as they arise



Audit Approach

REPORTING, COMMUNICATION AND QUALITY ASSURANCE (continued)

We will communicate any significant deficiencies, potential irregularities as they arise, and material weaknesses found during the audit. Other control deficiencies will be reported in a separate letter to management referred to in the report on internal controls.

Additionally, we will communicate with the Committee required by professional standards and as necessary to fulfill our requirements and assure they are informed of each of the following:

- The auditors' responsibility under U.S. generally accepted auditing standards and *Government Auditing Standards*
- Management's responsibility for the financial statements and disclosures
- Significant accounting policies and financial statement disclosures, including implementation of new pronouncements
- Management judgments and accounting estimates
- Consideration of the internal control structure
- Difficulties encountered in performing the audit
- Corrected and uncorrected misstatements
- Comments on quality of accounting principles and disclosures
- Disagreements with management
- Management representations
- Management consultations with other independent accountants
- Review of other information
- Major issues discussed with management prior to retention
- Other information in documents containing audited financial statements
- Any instances of fraud encountered during the audit



Audit Approach

The government and standard-setting bodies are issuing guidance at an unprecedented pace. Crosslin & Associates is constantly receiving, reviewing, and searching for the latest authoritative literature, in part through its involvement with the AICPA's Government Audit Quality Center and the Government Finance Officers Association (GFOA), including GFOA's Special Review Committee. We routinely interface with our customers to ensure proper understanding and application of pronouncements, standards, interpretations, and addenda that arise. In addition, we expect to join the Conference Center personnel in relevant discussions to implement all new standards as they arise.

"We are a very satisfied client of Crosslin & Associates. We have found the staff to be very knowledgeable and professional in all aspects of their accounting services. Our audited financial statements are prepared on a very timely basis along with various other tax reports/returns completed during the year. More importantly, as we have learned, is the character and integrity of Crosslin & Associates who earned the trust and respect of our senior management and our Board of Directors."

Jocelyn Briddell, Executive Director
Scarritt-Bennett Center, Nashville, TN



Audit Timing

Timeline

We are fully committed and able to perform the audit within your timeline. All audit activities will be performed in accordance with the deadlines described in the Request for Proposal. We have performed the audits of several conference centers/governmental entities for many years within this timeline and will work with management to assure on-time performance. The following chart illustrates the timing of our audit activities for the year ending June 30, 2015. A similar schedule will be developed for the subsequent years' audits.

AUDIT TIMELINE						
		Upon Selection	July	August	November	December
Planning and Interim Procedures	Entrance conference with Management					
	Financial Audit Planning and Internal Control Documentation					
	Conduct Internal Control and Process Testwork					
Year-End Fieldwork	Year-End Audit Fieldwork Including Substantive Procedures					
	Update Management throughout the Audit regarding progress and any adjustments and findings					
Reporting	Provide drafts of any findings, related recommendations, and Management Letter					
	Provide preliminary comments on Draft Financial and Notes (CAFR)					
	Issue final Financial Statements					
Communication	Communicate to the Boards the results of the Audit, Management Letter, and other matters					



Audit Timing

Timeline

We are sensitive to the mandate with which the Conference Center must comply regarding the issuance of the financial statements. Therefore, we commit to this schedule for completion of each segment of the audit within the timeline presented below:

Planning and Interim Procedures – July

- Entrance conferences with the management to discuss audit planning, timeline and performance schedule, accounting and reporting issues. Establish a schedule of progress conferences with management
- Review predecessor auditors' workpapers and prior year reports. Consider current year changes needed due to recent technical pronouncements and management's desires
- Consider impact of recent technical pronouncements
- Perform analytical review procedures related to interim financial information
- Identify and document significant business and accounting processes, accounting cycles and applications and the related internal controls over these areas
- Follow up on the status of implementation of prior year's recommendations contained in the management letter
- Meet with key members of your information technology and business applications management to identify and review general and application controls
- Obtain and review permanent file information, and minutes and prepare lists of audit schedules to be prepared by Conference Center personnel
- Prepare confirmations and correspondence and conduct fraud inquiry meetings
- Conduct test work on internal controls over the accounting processes, cycles and applications of the audit segments
- Craft the audit management plan and detailed audit plan including development of specific audit programs



Audit Timing

Timeline

Progress Conferences – *To be held throughout the audit process*

Year-End Fieldwork – *August*

- Conduct substantive procedures for the audit segments based on results of our internal control testing and in accordance with our audit plan

Reporting – *August through December*

- Provide drafts of any findings, related recommendations and Management Letter
- Provide preliminary comments on draft financial statements and work with management to finalize financial statements
- Issue financial statements upon BOMA approval

Communication – *December (according to City BOMA meeting schedule)*

- Communicate to the Committee the results of the audit, Management Letter and other matters

"The principals and staff at Crosslin & Associates are always professional and easy to work with during our annual audits. They are also sensitive to their clients' needs... They have vast knowledge of accounting rules and pronouncements across several industries."

Edward Oliphant
Chief Financial Officer
Nashville Metropolitan Transit Authority



Customer References

One of the best ways to evaluate the quality and responsiveness of our service is to speak with our customers. Following are a few customers whom we encourage you to contact.

Ms. Lynn Stokes

Internal Audit Director

or

Ms. Laurie Matta

Chief Financial Officer

City of Clarksville, Tennessee

One Public Square, Suite 300

Clarksville, Tennessee 37040

931.648.6106

lynn.stokes@cityofclarksville.com

Audited Financial Statements (A-133)

2013 - Present

Ms. Kristi Paczkowski

Executive Director

Knoxville Pension Board

917 E. Fifth Street

Knoxville, Tennessee 37917

865.215.1444

kristip@knoxvillepensionboard.org

Audited Pension Plan

2014 - Present

Ms. Kim McDoniel

Assistant Finance Director

Metropolitan Government of Nashville

and Davidson County

700 2nd Avenue South, Suite 310

Nashville, Tennessee 37210

615.862.6114

Kim.mcdoniel@nashville.gov

Audited Financial Statements (A-133)

2010 - Present

Mr. Stan Van Ostran

Chief Financial Officer

Metropolitan Nashville Airport Authority

One Terminal Drive, Suite 501

Nashville, Tennessee 37214

615.275.1773

stan_vanostran@nashintl.com

Audited Financial Statements

2007 - Present

Ms. Jenni Sturgis

Director of Finance and HR

Scarritt-Bennett Center

1008 19th Avenue South

Nashville, Tennessee 37212

615.340.7482

jsturgis@scarrittbennett.org

Audited Financial Statements

2012 - Present

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 021

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Crosslin & Associates, PLLC

J. Dell Crosslin, Managing Principal

2015 021

3803 Bedford Avenue

Suite 103

Nashville, TN 37215

615/329-9465

dell.crosslin@crosslinpc.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

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

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

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

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

[OR]

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

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

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

[OR]

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

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

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor _____

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2015

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

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

PRODUCER (847) 385-6800 (847) 385-6801

Lemme Insurance Group, Inc.
111 West Campbell Street
4th Floor
Arlington Heights, IL 60005

INSURED

Crosslin & Associates, PLLC
The Astoria, 3803 Bedford Avenue, Suite 103
Nashville, TN 37215

CONTACT NAME: Lemme Insurance Group, Inc.

PHONE (A/C, No, Ext): (847) 385-6800

FAX (A/C, No): (847) 385-6801

E-MAIL ADDRESS: jhecht@lemme.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Great Divide Insurance Company

25224

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	☐	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			TNB201190-01	01/06/2015	01/06/2016	\$1,000,000 Each Claim and Annual Aggregate

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

Purchasing Office Solicitation No.: 2015-021

CERTIFICATE HOLDER

City of Franklin, Tennessee
109 3rd Ave., South
Franklin, TN 37064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Client#: 841001

22CROSSASS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2015

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

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

PRODUCER BB&T - Cooper, Love, Jackson, Thornton & Harwell PO Box 139 Nashville, TN 37202-0139		CONTACT NAME: Marge Hickerson PHONE (A/C, No, Ext): 615 346-0349 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: mhickerson@bbandt.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: Massachusetts Bay Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	x		OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			OH5A09853401	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WD5A09845501	09/01/2014	09/01/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

The General Liability policy includes a blanket Automatic additional Insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and the certificate holder Conference Center at Cool Springs (a joint venture between City of Franklin, TN and Williamson County, TN) that requires such status.

CERTIFICATE HOLDER

CANCELLATION

Conference Center at Cool Springs 700 Cool Springs Boulevard 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 <i>Michael A. Dyer</i>
--	--

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ACORD 25 (2010/05) 1 of 1
 #S13694400/M12932728

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MBHI

Client#: 841001

22CROSSASS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2015

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

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

PRODUCER BB&T - Cooper, Love, Jackson, Thornton & Harwell PO Box 139 Nashville, TN 37202-0139		CONTACT NAME: Marge Hickerson PHONE (A/C, No, Ext): 615 346-0349 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: mhickerson@bbandt.com	
INSURED Crosslin & Associates PLLC dba Crosslin & Associates PC & Stat Solutions LLC 3803 Bedford Ave., Suite 103 Nashville, TN 37215		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hanover Insurance Company	
		INSURER B : Massachusetts Bay Ins. Co.	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		NAIC # 22292	
		22306	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			OH5A09853401	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WD5A09845501	09/01/2014	09/01/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

The General Liability policy includes a blanket Automatic additional Insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

CANCELLATION

Williamson County Tennessee 1320 West Main Street Franklin, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05) 1 of 1
 #S13694399/M12932728

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MBHI

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

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

Attachment No. 4

Indemnification Agreement

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

On behalf of Bidder/Proposer, J. Dell Crosslin agrees that:
(printed name of person signing Agreement)

1. He or she is the Managing Principal of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Crosslin & Associates, PLLC,
(legal name of entity submitting bid or proposal)

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

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

J. Dell Crosslin Managing Principal
(signature of person whose printed name appears above) (title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-021)
Form revised 02/25/2005

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

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

Attachment No. 5

Tabulation of bids received

Affidavit of Non-Collusion

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

State of Tennessee)

County of Davidson) SS

Affiant, J. Dell Crosslin, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Managing Principal of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Crosslin & Associates, PLLC
(legal name of entity submitting bid or proposal)

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

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

J. Dell Crosslin (signature of Affiant) Managing Principal (title of Affiant)

Sworn and subscribed to before me this 19th day of February, 2015

Pamela Dozier Slaton (Notary Public) My Commission Expires: May 3, 2016

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-021)

Affidavit of Title VI Compliance

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

State of Tennessee)
County of Davidson) SS

Affiant, J. Dell Crosslin, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Managing Principal of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Crosslin & Associates, PLLC
(legal name of entity submitting bid or proposal)

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

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

J. Dell Crosslin Managing Director
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 7 day of February, 2015
Pamela Dozier Slaton My Commission Expires: May 3, 2016
(Notary Public)



Form revised 10/30/2012

Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015 - 021





***The Conference Center at Cool Springs
Proposal to Provide
Professional Audit Services
Fee Proposal
February 19, 2015***



Conference Center
at Cool Springs

**CROSSLIN
& ASSOCIATES**
BUSINESS SOLUTION PROVIDERS





Engagement Fees

At Crosslin, we share with our customers a desire for professional fees to be commensurate with the value delivered. Through our people, commitment and drive, we strive to ensure that this equation is always balanced. We seek not to be the lowest-cost provider in the markets we serve, but rather to provide services that offer compelling value to our customers. We believe that the fees proposed are competitive for comparable services, but we do not want fees to be the sole reason on which you base your decision. Should this proposal yield materially different fee results, and you wish to engage our firm, we would appreciate the opportunity to discuss the differences with you to ensure that our proposal has considered all of the relevant facts.

Our fee proposal for the audit of the Conference Center's (Procurement Solicitation No. 2015-021) financial statements and records of all funds, account groups, and grant contracts for the Fiscal Years Ended June 30, 2015 as well as 2016 through 2019, which indicates our willingness to renew annually for each of the next 4 years at the Conference Center's option and upon approval of the Comptroller of the Treasury for the State of Tennessee are as follow:

Year Ended	Fees
June 30, 2015	\$12,500
June 30, 2016	\$12,900
June 30, 2017	\$13,400
June 30, 2018	\$13,900
June 30, 2019	\$13,900

All administrative charges, technology, and out-of-pocket expenses are included in this quotation.

The above mentioned fees are FIXED unless the Conference Center's activities result in changes which increase the scope of our audit(s). In those circumstances, we would review the complexities and scope of the change, (e.g., formation of entities, significant major program changes, etc.) and obtain your approval, in advance, of the fee increase. The increase would correspond to the fees quoted above (e.g., number of programs, size of programs, reporting requirements, etc.) At this time, we do not expect any changes from the above fixed fees.

These quotations are based on the following assumptions:

- Your accounting team will prepare schedules, documents, and analyses and provide us with supporting documents as requested, as well as be available to assist us. We do not expect this involvement to be greater than it currently is.
- You will not make significant changes in your internal accounting controls, accounting systems, key personnel, or organizational structure.



Engagement Fees

Upon the conclusion of our work and in accordance with your expected timetable, we will meet with management and the Budget & Finance Committee to present the results of our audit, our management letter, and any other items which they wish to discuss. There will be no additional fees for meeting with your Committee or Board of Mayor and Aldermen.

Unanticipated Services

If an unanticipated need arises, Crosslin hereby agrees to perform this additional work at an agreed-upon price before the service is provided. We agree to strive to obtain a blended rate of \$125 to \$135 per hour for these projects. This service will be billed separately to the Conference Center as part of a change order or as separate services, and will be payable upon agreed-upon terms approved in advance by you.

Our current standard billing rates for classes of professional personnel and our rates to the Conference Center are as follow:

Standard Billing Rates		Conference Center RATES
	Current	
Principal	\$290	\$200
Director	\$225	\$170
Senior Manager	\$200	\$150
Manager	\$155	\$116
Supervisor	\$145	\$108
Senior	\$135	\$94
Senior Team Member	\$125	\$82
Team Member	\$115	\$75

These rates will result in a blended rate of approximately \$125-135 per hour.

Service Guarantee

We are fully committed to our pledge of outstanding customer service. Our work for the Conference Center is guaranteed to your satisfaction. If you are anything less than satisfied with the services performed by your engagement team, we will do whatever is necessary to make you satisfied. We value your business, and we look forward to continuing working with you to achieve your financial objectives.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0061)

Attachment No. 3

Certificates of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
2/9/2015	Lemme Insurance Group, Inc.	not indicated	City of Franklin, Tennessee	Professional Liability	1/6/2016
2/9/2015	Lemme Insurance Group, Inc.	not indicated	Williamson County, Tennessee	Professional Liability	1/6/2016
2/9/2015	Lemme Insurance Group, Inc.	not indicated	Conference Center at Cool Springs (a joint venture between City of Franklin, Tennessee and Williamson County, Tennessee)	Professional Liability	1/6/2016
2/10/2015	BB&T – Cooper, Love, Jackson, Thornton & Harwell	not indicated	City of Franklin, Tennessee	Umbrella Liability	9/1/2015
				Workers Compensation and Employers' Liability	9/1/2015
2/10/2015	BB&T – Cooper, Love, Jackson, Thornton & Harwell	not indicated	Williamson County, Tennessee	Umbrella Liability	9/1/2015
				Workers Compensation and Employers' Liability	9/1/2015
2/10/2015	BB&T – Cooper, Love, Jackson, Thornton & Harwell	not indicated	Conference Center at Cool Springs (a joint venture between City of Franklin, Tennessee and Williamson County, Tennessee)	Umbrella Liability	9/1/2015
				Workers Compensation and Employers' Liability	9/1/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2015

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

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

PRODUCER (847) 385-6800 (847) 385-6801

Lemme Insurance Group, Inc.
111 West Campbell Street
4th Floor
Arlington Heights, IL 60005

CONTACT NAME: Lemme Insurance Group, Inc.

PHONE (A/C, No, Ext): (847) 385-6800

FAX (A/C, No): (847) 385-6801

E-MAIL ADDRESS: jhecht@lemme.com

INSURED

Crosslin & Associates, PLLC
The Astoria, 3803 Bedford Avenue, Suite 103
Nashville, TN 37215

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A : Great Divide Insurance Company

25224

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			TNB201190-01	01/06/2015	01/06/2016	\$1,000,000 Each Claim and Annual Aggregate

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

Purchasing Office Solicitation No.: 2015-021

CERTIFICATE HOLDER

City of Franklin, Tennessee
109 3rd Ave., South
Franklin, TN 37064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2015

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PRODUCER (847) 385-6800 (847) 385-6801

Lemme Insurance Group, Inc.

111 West Campbell Street

4th Floor

Arlington Heights, IL 60005

INSURED

Crosslin & Associates, PLLC

The Astoria, 3803 Bedford Avenue, Suite 103

Nashville, TN 37215

CONTACT NAME: Lemme Insurance Group, Inc.

PHONE (A/C, No. Ext): (847) 385-6800

FAX (A/C, No): (847) 385-6801

E-MAIL ADDRESS: jhecht@lemme.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great Divide Insurance Company

25224

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N / A				WC STATUTORY LIMITS ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			TNB201190-01	01/06/2015	01/06/2016	\$1,000,000 Each Claim and Annual Aggregate

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

Purchasing Office Solicitation No.: 2015-021

CERTIFICATE HOLDER

Williamson County, Tennessee

1320 West Main St.

Franklin, TN 37064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2015

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

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

PRODUCER (847) 385-6800 (847) 385-6801

Lemme Insurance Group, Inc.

111 West Campbell Street

4th Floor

Arlington Heights, IL 60005

INSURED

Crosslin & Associates, PLLC

The Astoria, 3803 Bedford Avenue, Suite 103

Nashville, TN 37215

CONTACT NAME: Lemme Insurance Group, Inc.

PHONE (A/C, No, Ext): (847) 385-6800

FAX (A/C, No): (847) 385-6801

E-MAIL ADDRESS: jhecht@lemme.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great Divide Insurance Company

25224

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				☐ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			TNB201190-01	01/06/2015	01/06/2016	\$1,000,000 Each Claim and Annual Aggregate

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

Purchasing Office Solicitation No.: 2015-021

CERTIFICATE HOLDER

Conference Center at Cool Springs (a joint venture between City of Franklin, Tennessee and Williamson County, Tennessee)
700 Cools Springs Boulevard
Franklin, TN 37067

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 841001

22CROSSASS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2015

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PRODUCER BB&T - Cooper, Love, Jackson, Thornton & Harwell PO Box 139 Nashville, TN 37202-0139		CONTACT NAME: Marge Hickerson PHONE (A/C, No, Ex): 615 346-0349 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: mhickerson@bbandt.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: Massachusetts Bay Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	x		OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			OH5A09853401	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			OH5A09853401	09/01/2014	09/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WD5A09845501	09/01/2014	09/01/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

The General Liability policy includes a blanket Automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of Franklin Tennessee
 109 3rd Ave South
 Franklin, TN 37064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael A. Dyer

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ACORD 25 (2010/05) 1 of 1
 #S13694401/M12932728

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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INSURED Crosslin & Associates PLLC dba Crosslin & Associates PC & Stat Solutions LLC 3803 Bedford Ave., Suite 103 Nashville, TN 37215		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B :</td> <td>Massachusetts Bay Ins. Co.</td> <td>22306</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hanover Insurance Company	22292	INSURER B :	Massachusetts Bay Ins. Co.	22306	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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CERTIFICATE HOLDER

CANCELLATION

Williamson County Tennessee
 1320 West Main Street
 Franklin, TN 37064

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AUTHORIZED REPRESENTATIVE

Michael A. Dyer

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ACORD 25 (2010/05) 1 of 1
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Client#: 841001

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

The General Liability policy includes a blanket Automatic additional Insured endorsement that provides additional insured status to the certificate holder only when there is a written contact between the named insured and the certificate holder Conference Center at Cool Springs (a joint venture between City of Franklin, TN and Williamson County, TN) that requires such status.

CERTIFICATE HOLDER

CANCELLATION

Conference Center at Cool Springs 700 Cool Springs Boulevard 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 <i>Michael A. Dyer</i>
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ACORD 25 (2010/05) 1 of 1
 #S13694400/M12932728

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0061)

Attachment No. 4

CONTRACT

**CONTRACT TO AUDIT ACCOUNTS
OF
Cool Springs Conference Center**

FROM July 01, 2014 TO June 30, 2015

This agreement made this 5th day of March 2015, by and between Crosslin and Associates, PC, 3803 Bedford Avenue, Suite 103, Nashville, TN 37215, hereinafter referred to as the "auditor" and Cool Springs Conference Center, of 700 Cool Springs Boulevard, Franklin, TN 37067, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2014, and ending June 30, 2015 with the exceptions listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2015, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular related parties in the notes to the financial statements, and material misstatement findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis related parties not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **12,500**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization, and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*.
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Crosslin and Associates, PC

Audit firms

Governmental Unit or Organization



Daniel Miller

By

Signature

By

Signature

Title/Position:

Principal

Title/Position:

E-mail address:

dell.crosslin@crosslinpc.com

E-mail address:

Date:

March 05, 2015

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

**CONTRACT TO AUDIT ACCOUNTS
OF
Cool Springs Conference Center**

FROM July 01, 2014 TO June 30, 2015

This agreement made this 5th day of March 2015, by and between Crosslin and Associates, PC, 3803 Bedford Avenue, Suite 103, Nashville, TN 37215, hereinafter referred to as the "auditor" and Cool Springs Conference Center, of 700 Cool Springs Boulevard, Franklin, TN 37067, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2014, and ending June 30, 2015 with the exceptions listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2015, but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under SAS 122, Section AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA).** Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C, 25 (b) and AU-C, 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions)

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **12,500**) or (Estimated gross fee:)

(If not fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization, and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*.
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Crosslin and Associates, PC

Audit firms

Governmental Unit or Organization

 **Daniel Miller**

By

Signature

By

Signature

Title/Position: **Principal**

Title/Position:

E-mail address: **dell.crosslin@crosslinpc.com**

E-mail address:

Date: **March 05, 2015**

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:



CHANGE ORDER

INTRODUCTION

This Change Order document ("Change Order") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between Infor and Licensee with an Effective Date of January 24, 2012 (the "Services Agreement") and constitutes a change to the Services Work Order identified below by Work Order Number ("Work Order"). All terms of the Services Agreement and Work Order are incorporated herein by reference. Capitalized terms not defined in this Change Order are defined in the Services Agreement or Work Order. In the event of a conflict, the terms of this Change Order control over the terms of the Services Agreement and Work Order.

1.0 CHANGE ORDER

Licensee (customer)	City of Franklin
Project Name	FRANKLIN,CITYOF-001-Hansen 8 Utility Billing Implemenation
Project Number	32312211
Project Manager	Gordon Bagnell
Project Phase	Test / Deployment
Product(s)	Infor Public Sector
Work Order Number	COF No. 2010-00045
Change Number	004
Issue Number	N/A
Description	Additional Assistance
Requestor	Fred Banner, City of Franklin
Identified Date	Mar 3, 2015
Prepared By	Gordon Bagnell
Change Status Log	Date
Initial identification/assessment	
Approved for detailed impact analysis (optional)	

Pending Approval					
Final Approval	Approved		Denied		
Updated project and budget plans					

1.1 Preliminary identification and assessment

Describe the change in detail

Additional assistance is required will be for the following tasks:

1. Complete the Journal Setups identified in the Journal Solution Design Document – Complete the documentation and remaining budget numbers needed to complete the Journal configuration.
2. Complete the GL Interface – Implement the final updates with respect to budget numbers to be provided by CoF for the General Ledger exports
3. Validate Extracted Data (UAT and Go live Conversions) – Validate the extracted data file provided by CoF and provide feedback as to updates/fixes needed prior to the data being able to be converted into IPS
4. Updates/Changes requests from UAT – Additional assistance with configuration or assistance with updates that are requested from a result users completing the User Acceptance Testing.
5. Additional Project Management – Additional effort to assist with the management of the project including status updates, issue escalation, resource planning and general implementation guidance to help with moving IPS into production.

Reason for the change

Additional assistance is required from Infor to complete the implementation of the City of Franklin's Utility Billing project. Several areas of the remaining work were identified where there was insufficient support. These additional funds will be allocated to assist in those areas to ensure a successful implementation.

High level impact assessment

The additional effort is estimated as follows:

390 Hours (200 Onshore and 190 Offshore)

1.2 Approval for detailed impact analysis (optional)

Reviewer

Review Date



1.3 Detailed impact analysis

Impact on project plan (including estimated timelines)

This work will impact the plan and the effort remaining to complete the project. The plan will be updated once the change order has been executed.

Target date (for implementation)

May 31, 2015

Impact on resource requirements

The work will be completed by existing resources

Additional risk

N/A

Impact on project cost

Increases the cost by \$49,850.00

Service Fee Estimate for Additional Services Provided under this Change Order

Resource/Activity/Task	Estimated [Hours/Days]	[Hourly/Daily] Rate	Estimated Fee
Onshore Labor	200 hrs	187.50	\$ 37,500.00
Offshore Labor	190 hrs	65.00	\$ 12,350.00
Total			\$ 49,850.00

Estimated time and costs listed in this Change Order represent an estimate only and are in addition to the estimates provided in the original Work Order. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Change Order is foreseen, both parties must agree in writing to the additional work and document the change in a subsequent Change Order.



Other Projects Affected

N/A

Who needs to be notified of the change

Fred Banner

Comments

GL Interface	8 hrs
Journal Set Ups	8 hrs
Validate Extracted Data (UAT and Go live Conversions)	24 hrs
Updates/Requests from UAT – Onshore	80 hrs
Updates/Requests from UAT – Offshore	150 hrs
Additional PM Time	120 hrs

2.0 CHANGE APPROVAL / PAYMENT

By signing below, Licensee authorizes Infor to proceed with the work set forth in this Change Order and bill Licensee per the payment terms set forth in the original Work Order for any additional Services fees. Please return a signed copy of this Change Order to Infor PSO.

THE PARTIES have executed this Change Order through the signatures of their respective authorized representatives.

INFOR:	LICENSEE:
Signature:	Signature:
Printed Name: Gordon Bagnell	Printed Name:
Title: Project Manager	Title:
Address: Halifax, Canada	Address:
Address:	Address:



Signature Date:

Signature Date:





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.

City of Franklin, Tennessee

Open Government Initiative

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

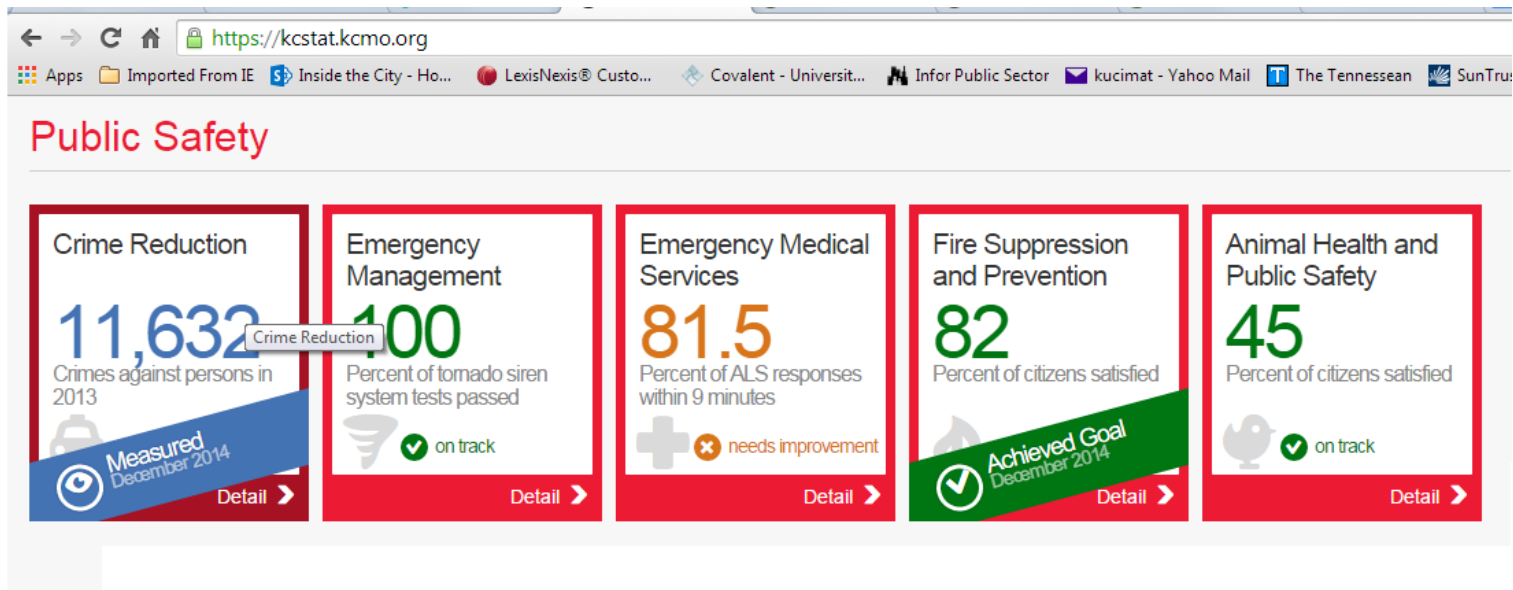
Sub-Theme: Franklin will have safe neighborhoods supported by high-quality police, fire, and emergency services as well as effective code enforcement.

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:

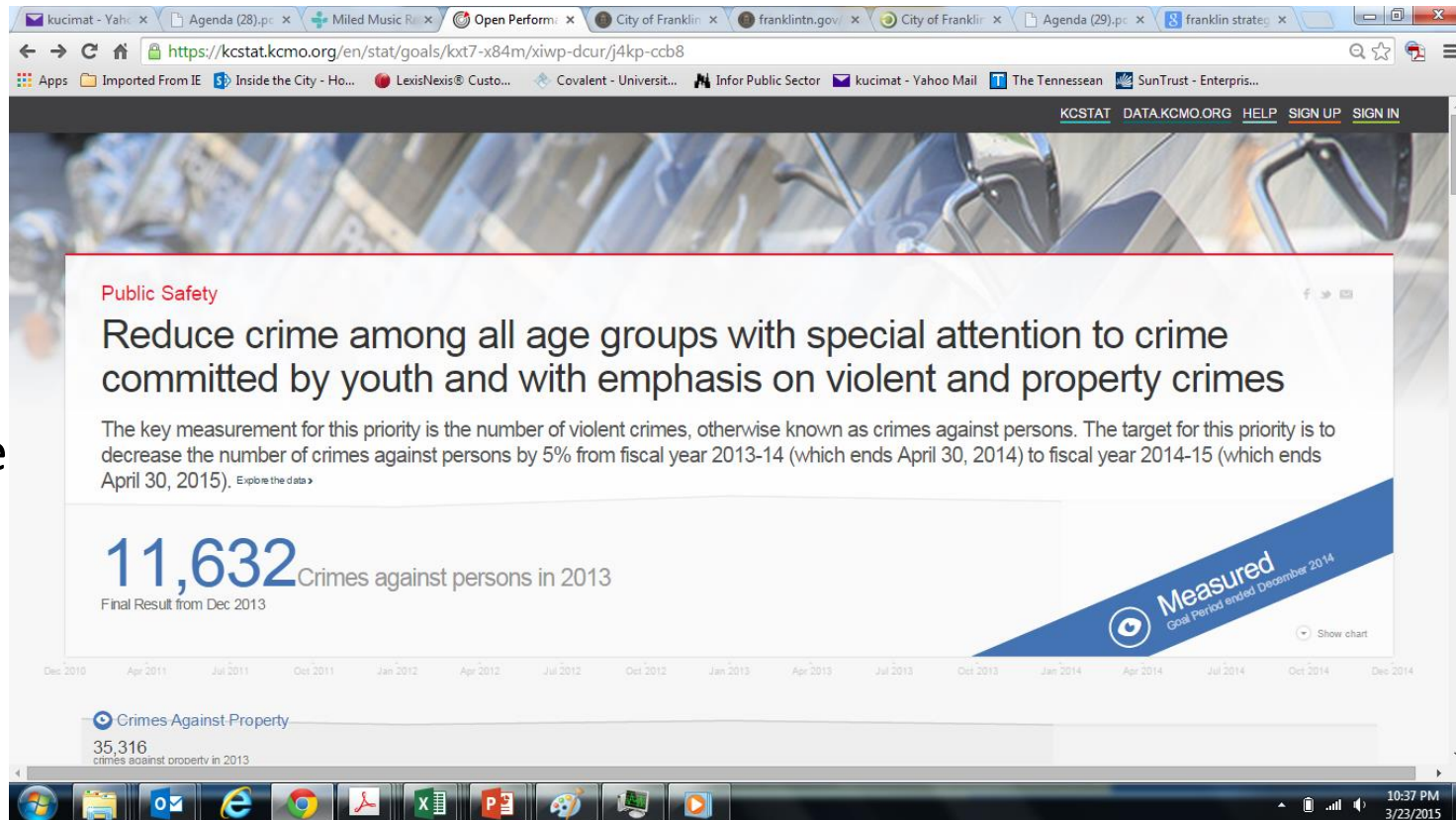




City of Franklin, Tennessee Open Government Initiative

Example:

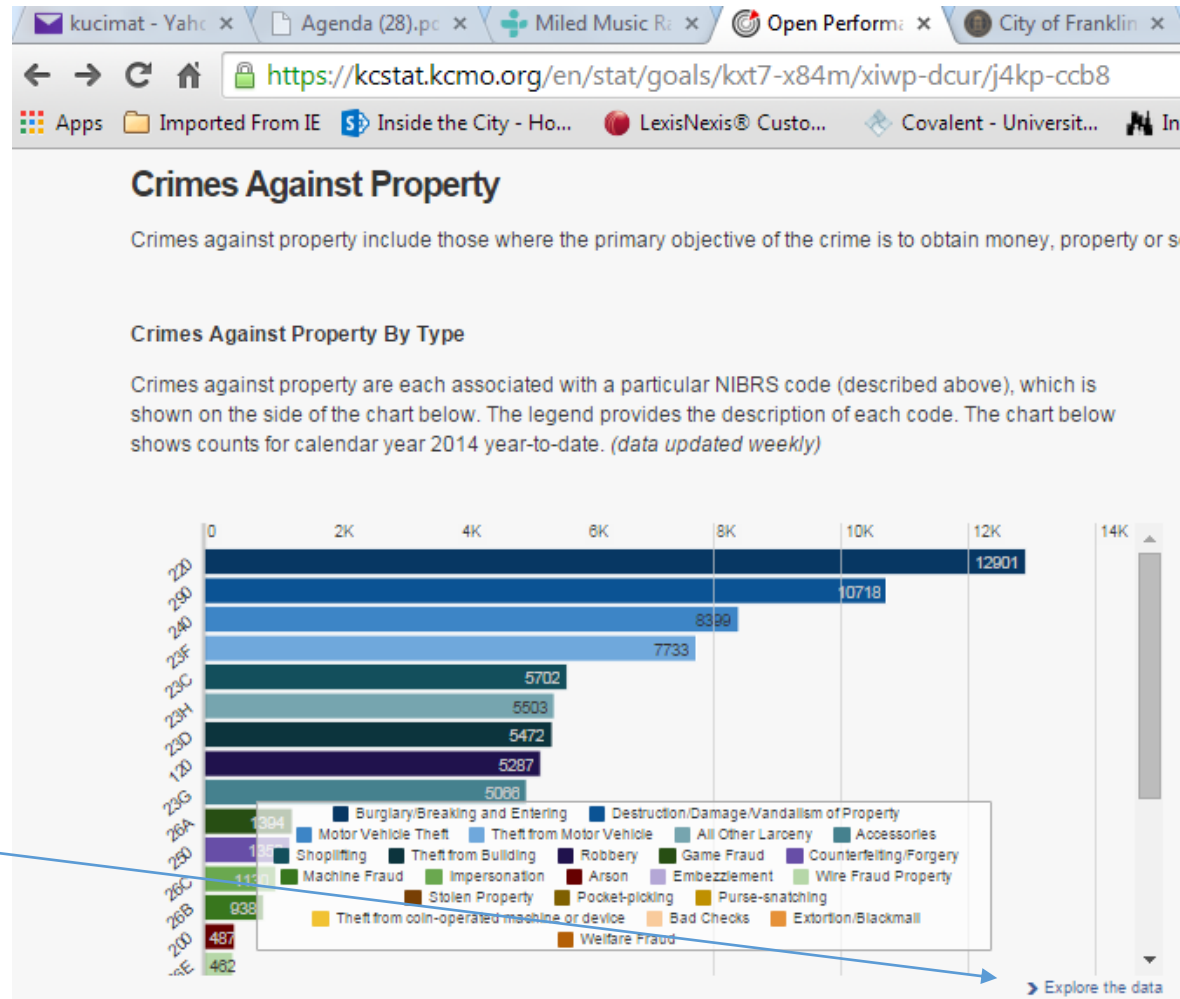
Both Franklin and Kansas City share the goal of Crime Reduction. Clicking on the link Crime Reduction opens:



City of Franklin, Tennessee Open Government Initiative

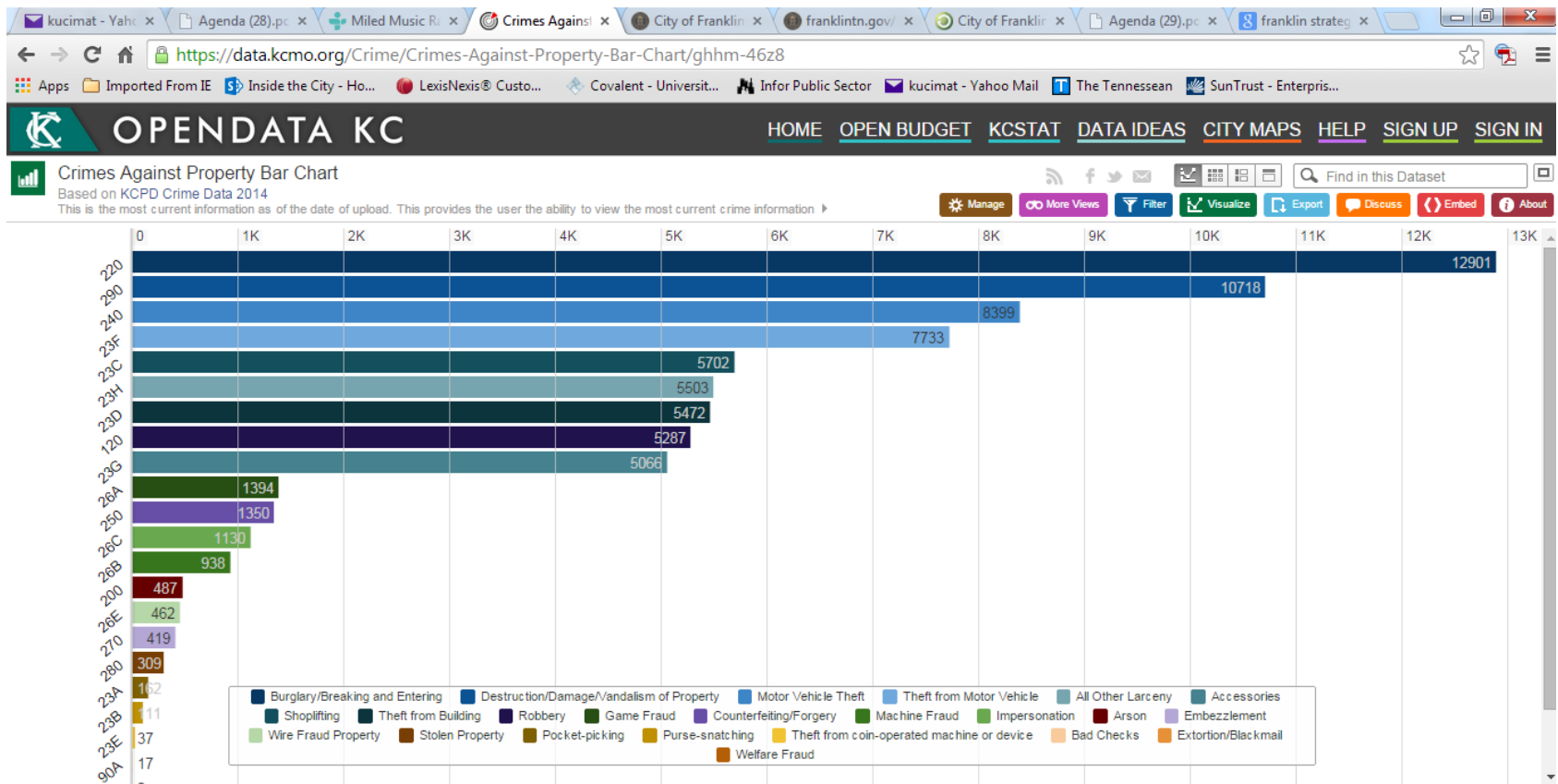
Example:

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:



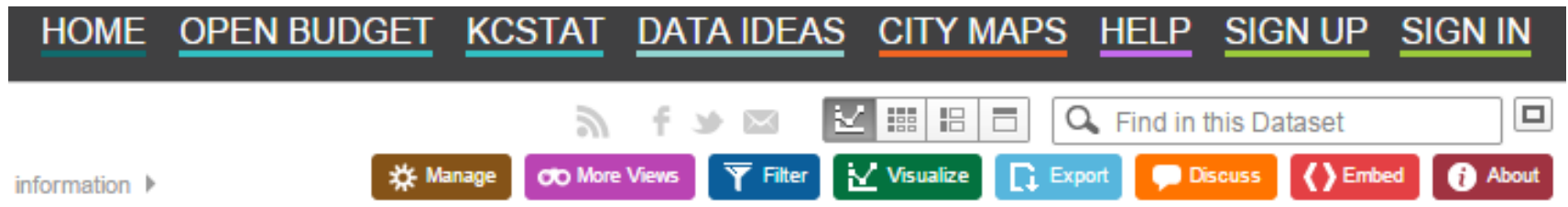
City of Franklin, Tennessee Open Government Initiative

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

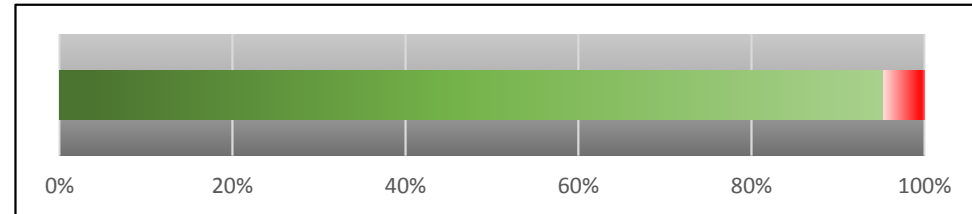
Good

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

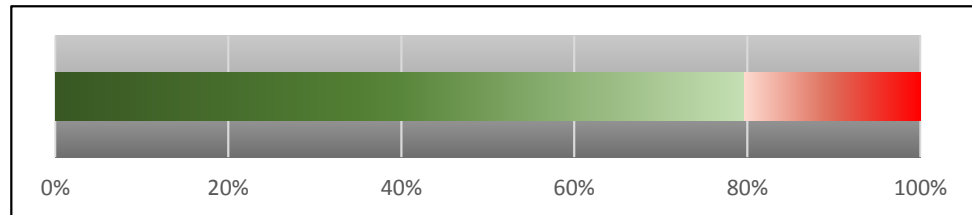
Improvement Needed

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

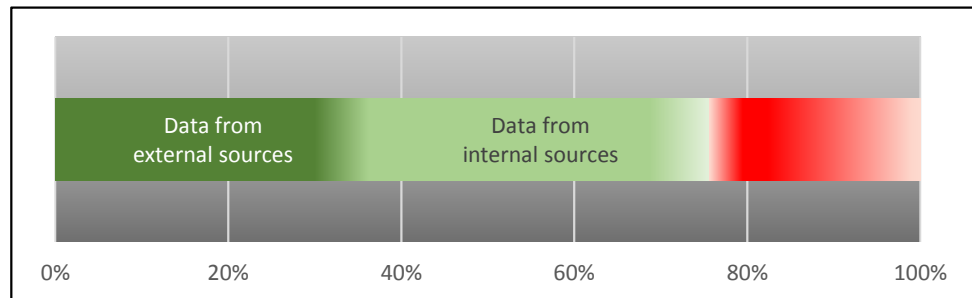
Improvement Needed

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.





Franklin*Forward*: 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



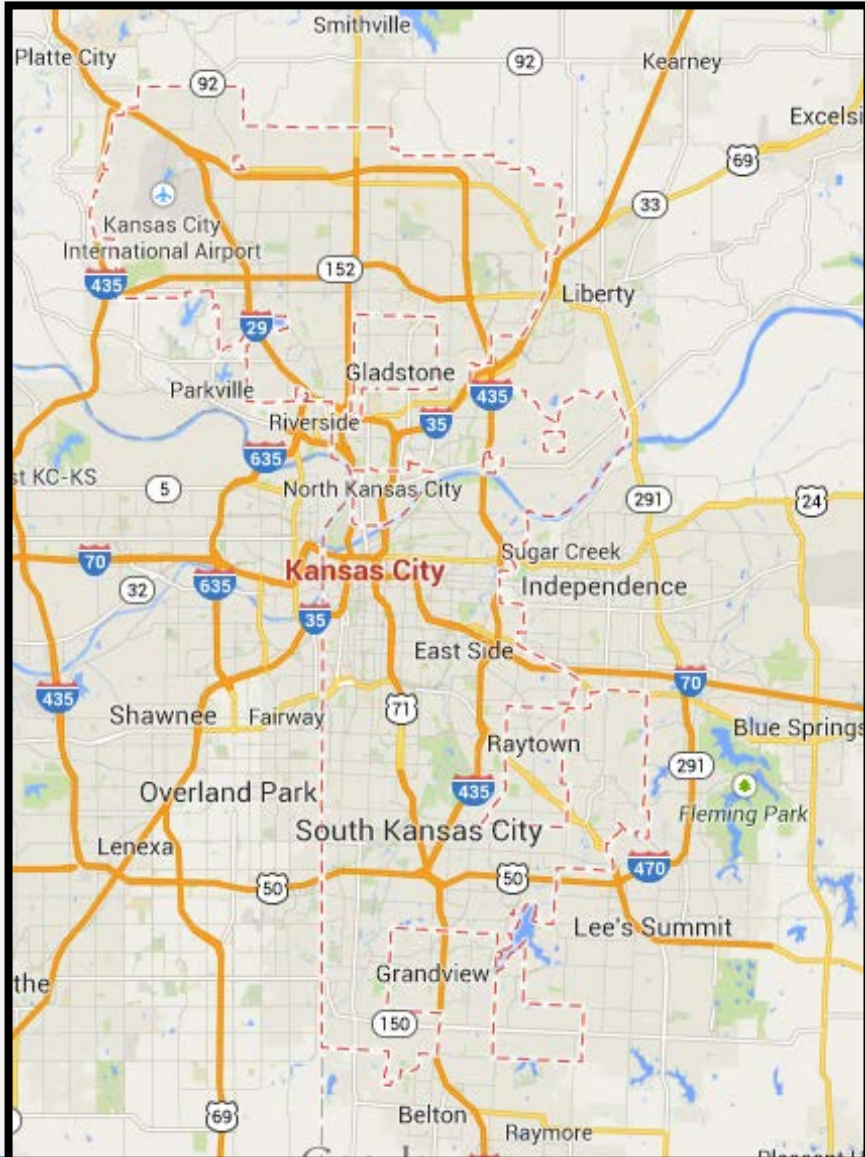
City of Kansas City, Missouri

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

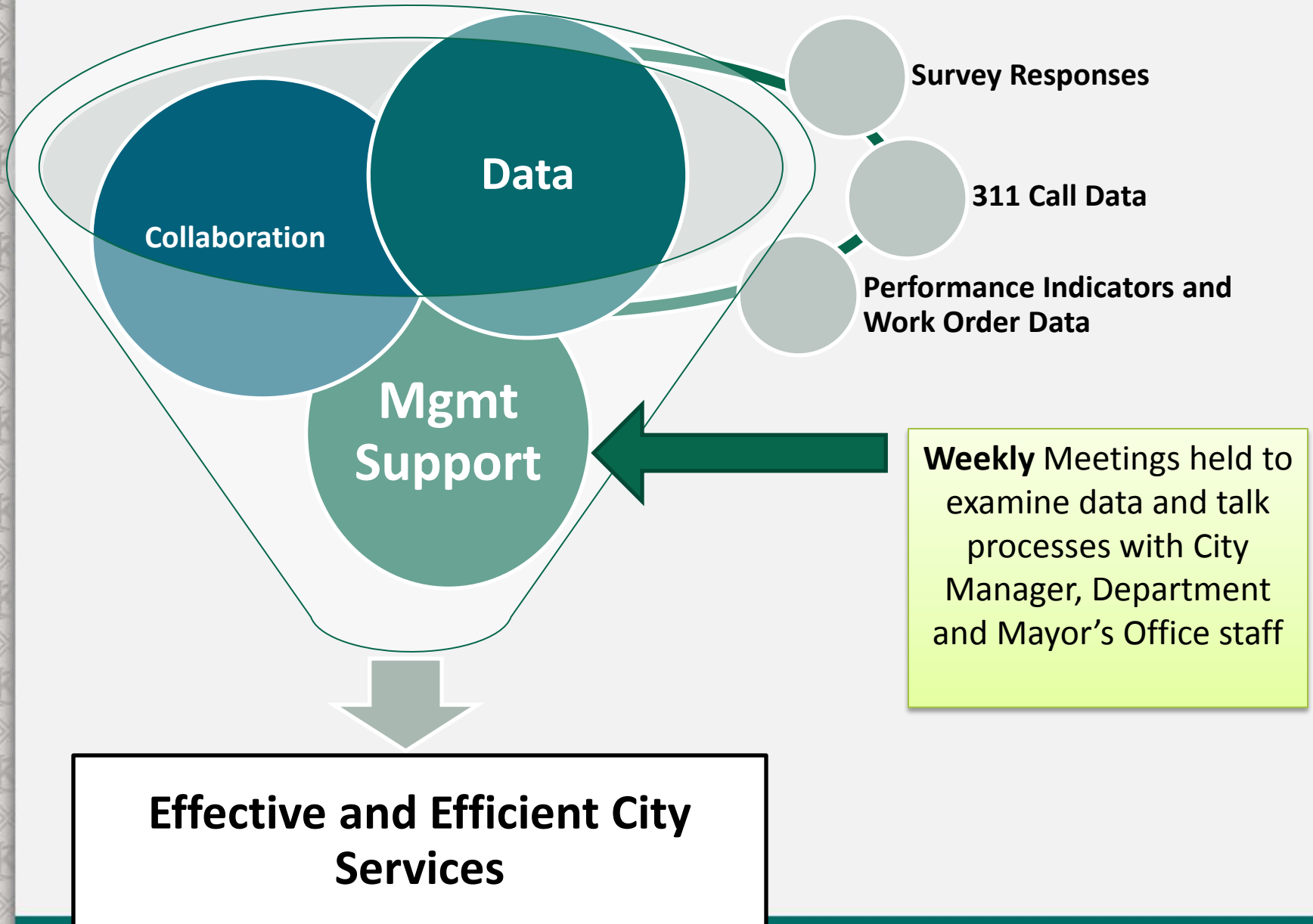
Measurement vs. Management

*“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



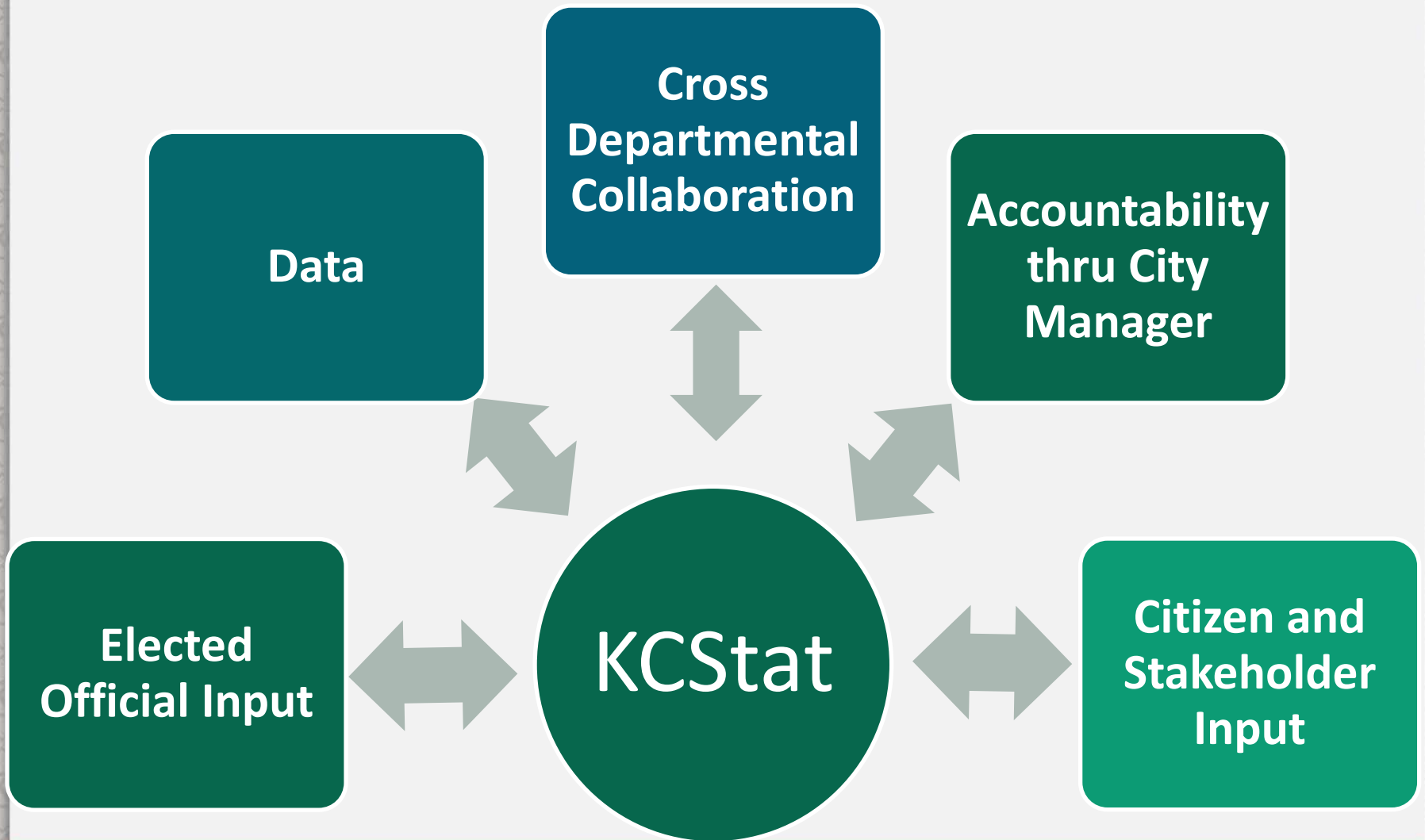
What is Performance Management in KC?





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

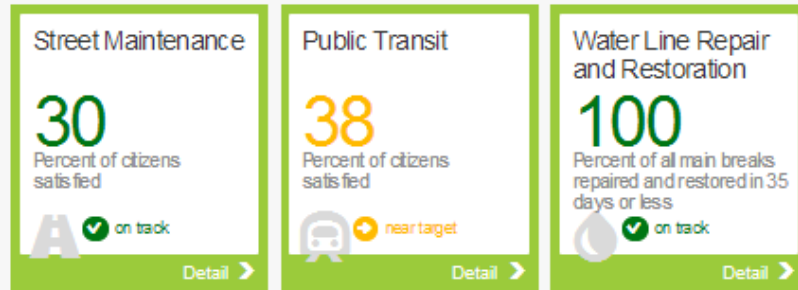
Governance

Customer Service and Communication



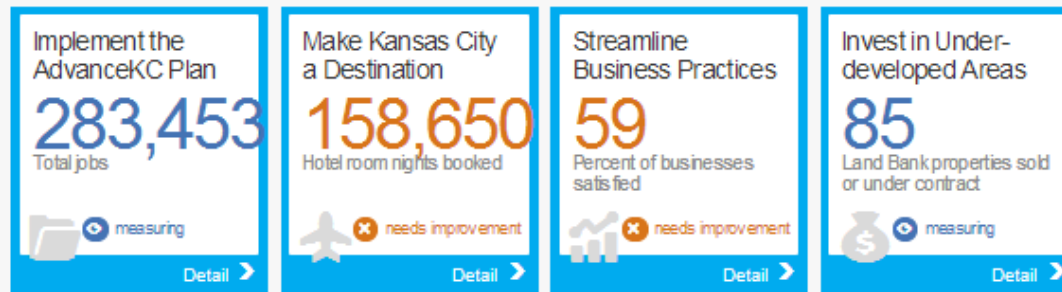
Need for a Way to Report Out

Public Infrastructure

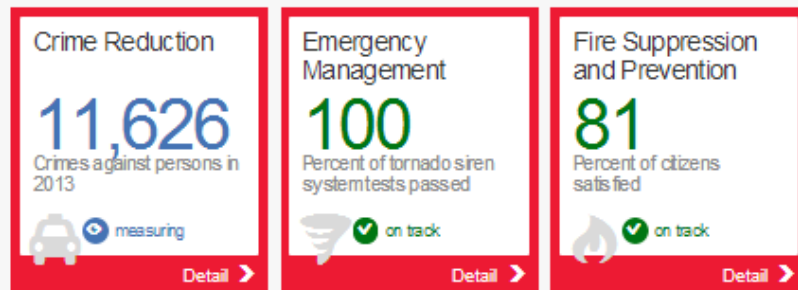


<https://kcstat.kcmo.org>

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

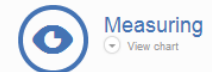
A Story About Starting Somewhere

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.

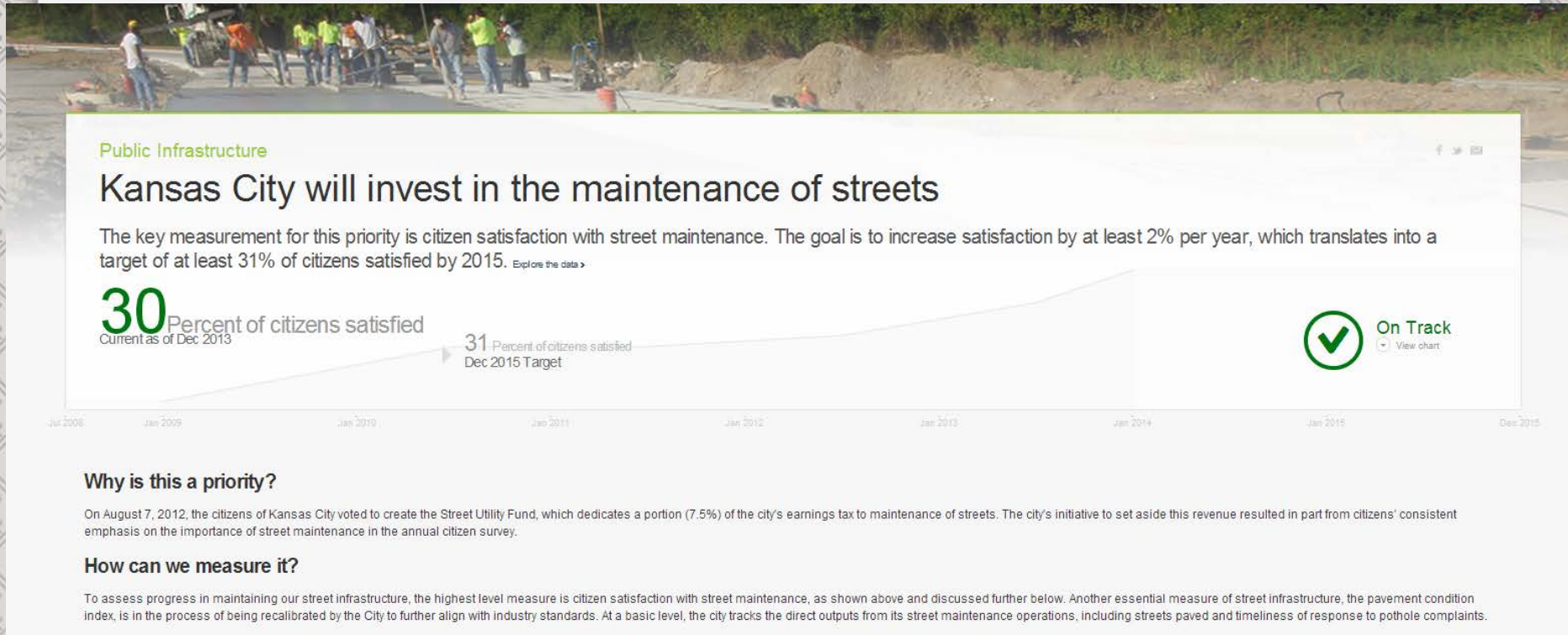
Why is this a priority?

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

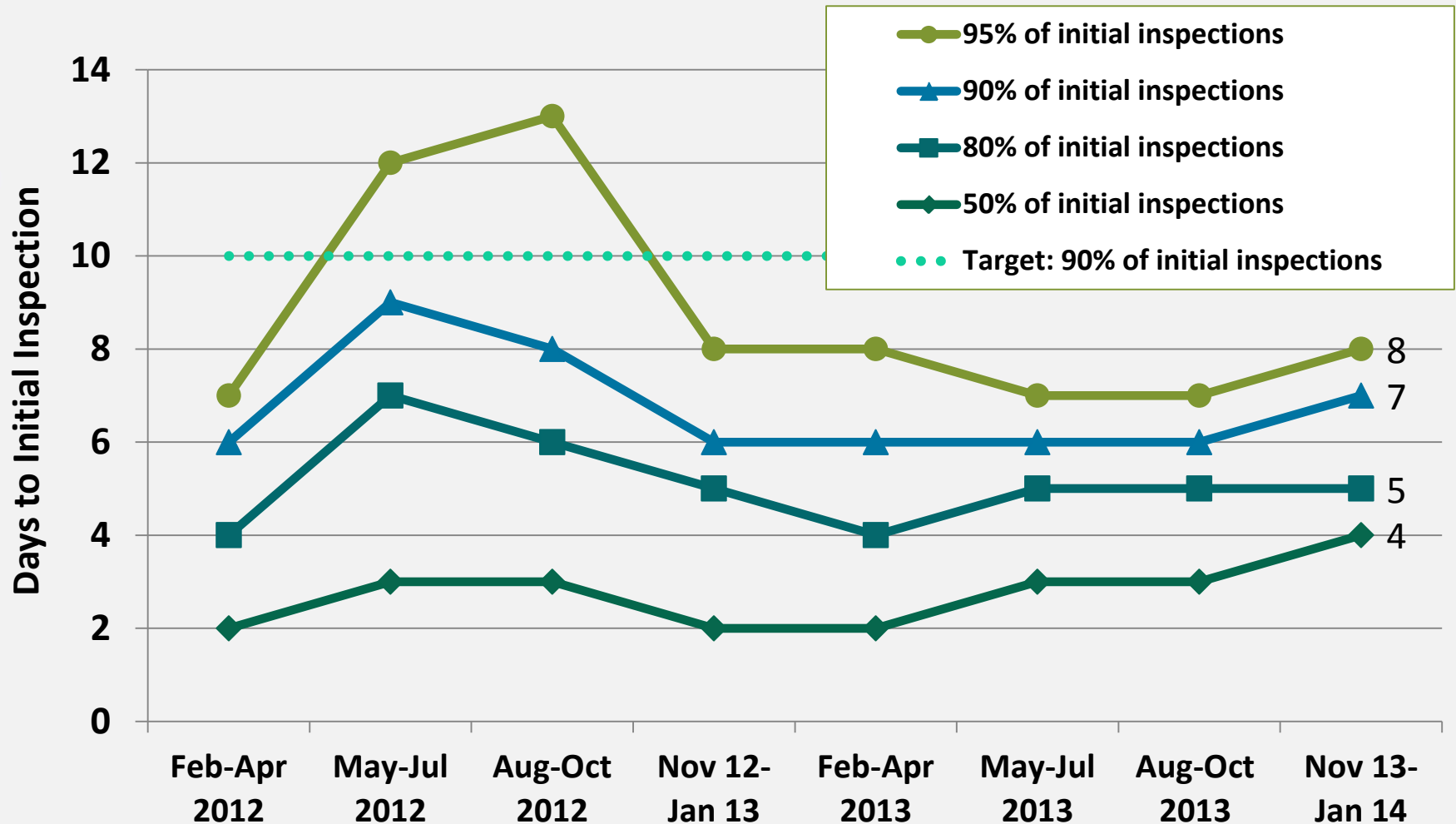
A Story About Perspective





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: KCSStat 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
--------------	--	--

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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.

City of Franklin

Quarterly Report

Quarter Ended December 31, 2014

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This quarterly report format has been developed for emphasis on significant items within each fund.

In each fund, certain revenues and expenditures have been highlighted. If in future reports additional information or comparison is desired, we will incorporate it into subsequent reports.

Executive Summary

The General Fund shows revenue exceeding expenditures by \$3.2 million. This is due primarily to property tax billings in October. (Please note: A \$2.2 million fund balance allocation was approved to transfer in lieu of parkland fees collected in the General Fund to its own fund. Therefore, the actual increase in fund balance is \$1 million).

Local sales taxes are up over 7% over last year, with December sales tax 8% over last year.

Gasoline taxes are 9% higher as the fee is set on gallons sold rather than price.

Due to receipts from the hotel/motel tax audit, hotel/motel taxes are up 20% over last year.

For the first time, there is no operating subsidy from the General Fund budgeted for the Sanitation & Environmental Services Fund in 2015.

The General Fund shows a current year surplus of over \$3 million due primarily to property tax billings that occur in the 2nd quarter (October 1).

QUARTERLY REPORT

Summary of All Funds

Fund	Beg Fund Balance	Revenue	Expenditures	End Fund Balance	Increase / (Decrease)	Primary Factor	Page Reference for Additional Information
General	\$32,714,451	\$28,820,811	\$27,835,817	\$33,699,445	3.0%	Although current year revenue exceeds current year expenditures by \$3.2 million, fund balance has increased by \$1 million as \$2.2 million of fund balance was transferred to the new in lieu of parkland fund.	4
Street Aid	\$295,259	\$1,457,788	\$429,878	\$1,323,169	---	Likely due to reduced gas prices, gasoline taxes (which are set by gallon, not price) are 9% higher than last year.	5
Sanitation & Envir. Services.	\$405,119	\$3,541,619	\$3,717,810	\$228,928	---	Disposal fee revenue is 10% higher than last year.	6
Road Impact	\$0	\$1,215,951	\$1,003,023	\$212,928	---	Collections are 44% less than last year. This revenue is dependent on building starts.	7
Facilities Tax	\$6,253,611	\$1,004,756	\$1,235,621	\$6,022,746	-3.7%	Collections are 56% less than last year. This revenue is dependent on building starts.	8
Stormwater	\$5,511,065	\$1,220,122	\$1,053,339	\$5,677,848	3.0%	Collections are 3% higher than last year.	9
Drug	\$165,436	\$93,906	\$49,970	\$209,372	26.6%	Drug fine collections are 32% less than last year.	10
Hotel/Motel	\$1,971,048	\$1,541,500	\$978,431	\$2,534,117	28.6%	Due to collections from the hotel/motel tax audit, collections almost 29% over last year.	11
In Lieu of Parkland	\$0	\$2,280,119	\$0	\$2,280,119	---	Transfer from General Fund of in lieu of parkland collections through 2014.	12
Transit	\$400,695	\$974,510	\$1,010,759	\$364,446	---	Transit fares are equivalent to last year..	13
CDBG	\$23,717	\$200,682	\$200,639	\$23,760	0.2%	Grant revenue covers grant expenditures.	14
Debt Service	\$195,118	\$8,255,138	\$3,252,115	\$5,198,141	2564.1%	Surplus is due primarily to property tax revenue billings in October.	15
Capital Projects	(\$18,878,175)	\$2,662,652	\$8,527,433	(\$24,742,956)	31.1%	Future bond proceeds and reimbursements are anticipated to offset deficit.	16

Fund	Beg Fund Balance	Revenue	Expenditures	Surplus / (Deficit)	Increase / (Decrease)	Primary Factor	Page Reference for Additional Information
Water & Wastewater Operations	---	\$13,053,055	\$10,912,578	\$2,140,477	19.6%	Customer service revenue has exceeded last year by 10%.	17
Water & Wastewater Dev. Fees	---	\$1,592,686	\$525,961	\$1,066,725	202.8%	Access and tap fee collections are about 30% less than last year.	18

Note: As an enterprise fund (which is similar to a private business), Water & Wastewater does not have a fund balance.

QUARTERLY REPORT

General Fund Budget

Revenues	Original	1st Qtr Amendments	2nd Qtr Amendments	Amended Budget	Amendment Description
Local Taxes	38,131,485			38,131,485	
Licenses & Permits	5,074,430			5,074,430	
Intergovernmental	11,630,627			11,630,627	
Charges for Services	68,950			68,950	
Fines & Fees	753,720			753,720	
Use of Money & Property	350,491			350,491	
Other Revenue	125,000			125,000	
Fund Balance Allocation	0	2,280,119		2,280,119	In Lieu of Parkland funds received in General Fund through 2014 transferred from fund balance to new In Lieu of Parkland fund.
TOTAL	56,134,703	2,280,119	0	58,414,822	

Expenditures	Original	1st Qtr Amendments	2nd Qtr Amendments	Amended Budget	Amendment Description
Elected Officials	290,165			290,165	
Administration	519,504	7,645		527,149	1st quarter reallocations (Phase II, 2%) and retirement savings
Capital Investment Planning	192,403	2,993		195,396	1st quarter reallocations (Phase II, 2%) and retirement savings
Project & Facilities Management	1,095,001	5,046		1,100,047	1st quarter reallocations (Phase II, 2%) and retirement savings
Human Resources	1,271,388	9,139		1,280,527	1st quarter reallocations (Phase II, 2%) and retirement savings
Law	392,913	7,173		400,086	1st quarter reallocations (Phase II, 2%) and retirement savings
Communications	328,269	3,625		331,894	1st quarter reallocations (Phase II, 2%) and retirement savings
Parks	3,508,174	133,753		3,641,927	1st quarter reallocations (Phase II, 2%) and retirement savings; additional amount to buy outright items under \$25,000 originally budgeted as lease
Police	13,793,216	228,468		14,021,684	1st quarter reallocations (Phase II, 2%) and retirement savings; additional amount to buy outright items under \$25,000 originally budgeted as lease
Fire	13,593,754	357,607		13,951,361	1st quarter reallocations (Phase II, 2%) and retirement savings; additional amount to buy outright items under \$25,000 originally budgeted as lease
Finance	738,255	10,502	50,000	798,757	1st quarter reallocations (Phase II, 2%) and retirement savings; 2nd quarter reallocation of contingency funding from General Expenses for payroll upgrades
IT	3,664,021	135,453		3,799,474	1st quarter reallocations (Phase II, 2%) and retirement savings; lease amount for Infor \$93,535
Purchasing	185,345	1,873		187,218	1st quarter reallocations (Phase II, 2%) and retirement savings
Revenue Management	175,240	7,459		182,699	1st quarter reallocations (Phase II, 2%) and retirement savings
Court	231,335	4,258		235,593	1st quarter reallocations (Phase II, 2%) and retirement savings
Building & Neighborhood Services	2,350,928	77,827	7,500	2,436,255	1st quarter reallocations (Phase II, 2%) and retirement savings; additional amount to buy outright items under \$25,000 originally budgeted as lease; 2nd quarter reallocation of contingency funding from General Expenses for Inspector positions reclassifications
Planning & Sustainability	1,558,878	5,508		1,564,386	1st quarter reallocations (Phase II, 2%) and retirement savings
Engineering	879,513	35,245		914,758	1st quarter reallocations (Phase II, 2%) and retirement savings; additional amount to buy outright items under \$25,000 originally budgeted as lease
Traffic Operations Center	2,628,908	769		2,629,677	1st quarter reallocations (Phase II, 2%) and retirement savings
Streets-Maintenance	3,793,498	70,509		3,864,007	1st quarter reallocations (Phase II, 2%) and retirement savings; additional amount for landscape truck \$11,518; additional amount to buy outright items under \$25,000 originally budgeted as lease
Streets - Traffic	1,217,023	16,175		1,233,198	1st quarter reallocations (Phase II, 2%) and retirement savings
Streets - Fleet Maintenance	816,662	10,950		827,612	1st quarter reallocations (Phase II, 2%) and retirement savings
General Expense	1,915,194	(1,301,785)	(57,500)	555,909	1st quarter reallocations (Phase II, 2%) and retirement savings; 2nd quarter reallocation of contingency funding to Finance and BNS
Appropriations	425,986			425,986	
Economic Development	69,730			69,730	
Transfer to Street Aid	0			0	
Transfer to Sanitation & Env Svcs	0			0	
Transfer to Road Impact	0			0	
Transfer to In Lieu of Parkland	0	2,280,119		2,280,119	In Lieu of Parkland funds transferred to In Lieu of Parkland fund
Transfer to Transit	499,400	169,808		669,208	Fund remainder of 2014 operating expenditures
TOTAL	56,134,703	2,280,119	0	58,414,822	

QUARTERLY REPORT

General Fund

City of Franklin Tennessee
General Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Local Sales Tax	\$15,031,917	\$14,042,535	107.0%	\$28,758,770	52.3%
State Shared Taxes	3,341,699	3,626,409	92.1%	10,342,088	32.3%
Property Taxes	5,240,507	5,992,321	87.5%	5,439,034	96.3%
Alcohol Taxes	1,919,511	1,748,113	109.8%	3,615,310	53.1%
Grants	256,025	413,014	62.0%	1,288,539	19.9%
Franchise Fees	1,425,904	1,398,359	102.0%	2,449,980	58.2%
Building Permits & Fees	1,008,800	997,670	101.1%	2,091,490	48.2%
Court Fines & Fees	240,259	304,529	78.9%	747,720	32.1%
In Lieu of Tax (Local)	23,447	14,090	166.4%	306,131	7.7%
Interest Income	67,979	55,752	121.9%	179,820	37.8%
Other Revenues	264,763	336,392	78.7%	915,821	28.9%
Fund Balance Allocation	2,280,119	0	0.0%	2,280,119	100.0%
Total Revenues	31,100,930	28,929,184	107.5%	58,414,822	53.2%
Expenditures:					
Salaries & Wages	13,022,236	12,343,721	105.5%	29,392,661	44.3%
Employee Benefits	4,832,812	5,034,322	96.0%	10,681,649	45.2%
Utilities	926,161	1,048,768	88.3%	2,099,679	44.1%
Contractual Services	1,522,935	1,728,011	88.1%	2,813,525	54.1%
Repair & Maintenance Services	804,585	970,451	82.9%	1,726,369	46.6%
Debt Service & Lease Payments	1,137,326	713,494	159.4%	2,106,425	54.0%
Reimbursement from Other Funds	(1,287,739)	(1,177,500)	109.4%	(2,575,478)	50.0%
Transfers To Other Funds	2,949,327	1,152,925	255.8%	2,949,327	100.0%
Capital (>\$25,000)	163,870	52,718	310.8%	1,917,500	8.5%
Other Expenditures	3,764,304	3,854,819	97.7%	7,303,165	51.5%
Total Expenditures	27,835,817	25,721,729	108.2%	58,414,822	47.7%
Total Unallocated Funds	3,265,113	3,207,455	101.8%	0	0.0%

Local Sales Tax			
Month of Sale	FY 2015	FY 2014	Increase / (Decrease)
July	2,288,457	2,113,374	8.3%
August	2,296,081	2,115,836	8.5%
September	2,374,572	2,178,174	9.0%
October	2,327,025	2,117,978	9.9%
November	2,399,941	2,419,578	-0.8%
December	3,345,841	3,097,595	8.0%
	15,031,917	14,042,535	7.0%

Local Sales Taxes have exceeded last year by 7%.

The fund balance allocation represents the transfer of in lieu of parkland fees collected in the General Fund to its own fund.

QUARTERLY REPORT

Street Aid Fund

City of Franklin Tennessee
Street Aid & Trans
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$295,259	\$0	0.0%	\$0	0.0%
State Shared Taxes	949,677	870,331	109.1%	1,904,402	49.9%
Property Taxes	508,038	0	0.0%	500,000	101.6%
Interest Income	73	0	0.0%	50	145.2%
Transfer From General Fund	0	337,483	0.0%	0	0.0%
Total Revenues	1,753,046	1,207,813	145.1%	2,404,452	72.9%
Expenditures:					
Repair & Maintenance Services	429,606	1,207,269	35.6%	2,404,452	17.9%
Other Expenditures	272	544	50.0%	0	0.0%
Total Expenditures	429,878	1,207,813	35.6%	2,404,452	17.9%
Total Unallocated Funds	1,323,169	0	0.0%	0	0.0%

Gasoline Tax			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	155,530	140,316	10.8%
August	160,986	148,269	8.6%
September	158,803	139,680	13.7%
October	151,055	150,134	0.6%
November	162,540	154,350	5.3%
December	160,763	137,582	16.8%
	949,677	870,331	9.1%

*Gasoline taxes received
from the State in 2015 are
9% higher than last year.*

QUARTERLY REPORT

Sanitation Fund

City of Franklin Tennessee
Sanitation & Envir Services Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$405,119	\$0	0.0%	\$0	0.0%
Grants	35,000	5,742	609.5%	350,000	10.0%
Sanitation Disposal	2,435,940	2,206,926	110.4%	4,936,245	49.3%
Tipping Fees	1,000,748	1,320,436	75.8%	2,600,000	38.5%
Transfer From General Fund	0	224,602	0.0%	0	0.0%
Customer Service	(120)	0	0.0%	0	0.0%
Other Revenues	70,052	163,426	42.9%	262,575	26.7%
Total Revenues	3,946,739	3,921,133	100.7%	8,148,820	48.4%
Expenditures:					
Salaries & Wages	955,188	906,020	105.4%	2,058,896	46.4%
Employee Benefits	448,373	533,207	84.1%	855,397	52.4%
Utilities	30,074	699,387	4.3%	1,329,100	2.3%
Contractual Services	0	1,500	0.0%	10,000	0.0%
Repair & Maintenance Services	190,962	260,479	73.3%	350,500	54.5%
Debt Service & Lease Payments	430,998	128,160	336.3%	626,094	68.8%
Transfers To Other Funds	8,031	10,785	74.5%	589,080	1.4%
Capital (>\$25,000)	0	37,795	0.0%	350,000	0.0%
Other Expenditures	1,654,184	1,343,799	123.1%	1,979,753	83.6%
Total Expenditures	3,717,810	3,921,133	94.8%	8,148,820	45.6%
Total Unallocated Funds	228,928	0	0.0%	0	0.0%

Disposal Fees			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	398,341	341,316	16.7%
August	405,413	372,028	9.0%
September	405,166	373,314	8.5%
October	407,029	371,404	9.6%
November	414,027	374,451	10.6%
December	405,964	374,413	8.4%
	2,435,940	2,206,926	10.4%

Tipping Fees			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	176,406	242,140	-27.1%
August	167,410	222,982	-24.9%
September	167,810	208,748	-19.6%
October	176,796	218,096	-18.9%
November	143,012	208,336	-31.4%
December	169,314	220,134	-23.1%
	1,000,748	1,320,436	-24.2%

Disposal Fees are 10% higher than 2014; however, Tipping Fees have decreased by over 24% that is due primarily to City's use of its transfer station no longer reported as a revenue.

QUARTERLY REPORT

Road Impact Fund

City of Franklin Tennessee
Road Impact Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$0	(\$854,829)	0.0%	\$16,118	0.0%
Interest Income	9	0	0.0%	0	0.0%
Road Impact Fees	1,244,917	2,224,308	56.0%	3,800,000	32.8%
Road Impact Credits	(28,975)	(678,788)	4.3%	0	0.0%
Total Revenues	1,215,951	690,691	176.0%	3,816,118	31.9%
Expenditures:					
Transfers To Other Funds	1,003,023	1,271,366	78.9%	2,980,603	33.7%
Total Expenditures	1,003,023	1,271,366	78.9%	2,980,603	33.7%
Total Unallocated Funds	212,928	(580,674)	(36.7%)	835,515	25.5%

Road Impact Fees			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	229,572	153,724	49.3%
August	139,840	888,987	-84.3%
September	217,394	205,408	5.8%
October	200,301	264,184	-24.2%
November	254,561	360,104	-29.3%
December	203,249	351,901	-42.2%
	1,244,917	2,224,308	-44.0%

Collections are 44%
less than last year.

Revenue is
dependent on
building starts.

QUARTERLY REPORT

Facilities Tax Fund

City of Franklin Tennessee
Facilities Tax Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$6,253,611	\$3,147,824	198.7%	\$6,124,876	102.1%
Interest Income	5,909	3,247	182.0%	10,000	59.1%
Facilities Taxes	998,847	2,250,193	44.4%	3,697,190	27.0%
Total Revenues	7,258,368	5,401,263	134.4%	9,832,066	73.8%
Expenditures:					
Contractual Services	1,745	0	0.0%	30,000	5.8%
Repair & Maintenance Services	951	0	0.0%	0	0.0%
Capital (>\$25,000)	1,176,311	500,882	234.8%	3,952,500	29.8%
Other Expenditures	56,615	366	15,479.2%	645,415	8.8%
Total Expenditures	1,235,621	501,247	246.5%	4,627,915	26.7%
Total Unallocated Funds	6,022,746	4,900,016	122.9%	5,204,151	115.7%

Facilities Tax			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	174,169	188,335	-7.5%
August	128,599	282,956	-54.6%
September	155,707	172,873	-9.9%
October	211,229	1,182,887	-82.1%
November	160,556	234,251	-31.5%
December	168,587	188,891	-10.7%
	998,847	2,250,193	-55.6%

*Collections are 56% less
than this point last year.
Revenue is dependent on
building starts.*

Stormwater Fund

City of Franklin Tennessee
Stormwater Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$5,511,065	\$5,615,101	98.1%	\$5,337,047	103.3%
Building Permits & Fees	38,887	0	0.0%	1,240	3,136.0%
Interest Income	5,957	4,898	121.6%	10,000	59.6%
Stormwater Fees	1,158,137	1,133,557	102.2%	2,355,050	49.2%
Customer Service	(35)	(311)	11.3%	0	0.0%
Other Revenues	17,177	23,974	71.6%	42,550	40.4%
Total Revenues	6,731,188	6,777,219	99.3%	7,745,887	86.9%
Expenditures:					
Salaries & Wages	329,726	291,811	113.0%	693,043	47.6%
Employee Benefits	161,748	157,390	102.8%	312,881	51.7%
Utilities	18,344	23,133	79.3%	42,028	43.6%
Contractual Services	51,973	353,166	14.7%	132,278	39.3%
Repair & Maintenance Services	37,319	4,719	790.8%	51,600	72.3%
Capital (>\$25,000)	259,520	90,116	288.0%	3,018,627	8.6%
Other Expenditures	194,709	228,934	85.1%	551,982	35.3%
Total Expenditures	1,053,339	1,149,269	91.7%	4,802,439	21.9%
Total Unallocated Funds	5,677,848	5,627,950	100.9%	2,943,448	192.9%

Stormwater Fees			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	189,548	184,352	2.8%
August	196,335	189,734	3.5%
September	194,017	189,576	2.3%
October	189,669	188,589	0.6%
November	200,521	194,472	3.1%
December	188,047	186,834	0.6%
	1,158,137	1,133,557	2.2%

*Stormwater fees are 2%
higher than last year.*

QUARTERLY REPORT

Drug Fund

City of Franklin Tennessee
Drug Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$165,436	\$121,781	135.8%	\$196,498	84.2%
Interest Income	436	542	80.5%	1,000	43.6%
Drug Fines Received	22,728	33,431	68.0%	93,070	24.4%
Other Revenues	70,741	28,098	251.8%	79,091	89.4%
Total Revenues	259,341	183,853	141.1%	369,659	70.2%
Expenditures:					
Other Expenditures	49,970	67,003	74.6%	127,000	39.3%
Total Expenditures	49,970	67,003	74.6%	127,000	39.3%
Total Unallocated Funds	209,372	116,850	179.2%	242,659	86.3%

Drug Fines			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	3,937	5,814	-32.3%
August	5,340	5,077	5.2%
September	3,380	4,754	-28.9%
October	1,636	5,095	-67.9%
November	5,796	6,347	-8.7%
December	2,639	6,344	-58.4%
	22,728	33,431	-32.0%

Drug fines are 32% less than last year.

Hotel/Motel Tax Fund

City of Franklin Tennessee
Hotel/Motel Tax Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$1,971,048	\$1,124,507	175.3%	\$1,689,759	116.6%
Interest Income	503	537	93.8%	20,000	2.5%
Hotel/Motel Taxes	1,540,997	1,283,491	120.1%	2,804,480	54.9%
Other Revenues	0	0	0.0%	31,000	0.0%
Total Revenues	3,512,548	2,408,535	145.8%	4,545,239	77.3%
Expenditures:					
Contractual Services	58,462	0	0.0%	325,000	18.0%
Repair & Maintenance Services	24,900	0	0.0%	0	0.0%
Transfers To Other Funds	374,110	377,705	99.0%	1,119,842	33.4%
Capital (>\$25,000)	82,188	652,807	12.6%	810,000	10.1%
Other Expenditures	438,771	372,594	117.8%	890,735	49.3%
Total Expenditures	978,431	1,403,105	69.7%	3,145,577	31.1%
Total Unallocated Funds	2,534,117	1,005,430	252.0%	1,399,662	181.1%

Hotel/Motel Taxes			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	262,823	220,564	19.2%
August	273,261	202,941	34.7%
September	301,953	219,382	37.6%
October	284,514	242,061	17.5%
November	220,880	223,360	-1.1%
December	197,566	175,182	12.8%
	1,540,997	1,283,491	20.1%

*Due to collections from the
hotel/motel tax audit,
Hotel/Motel Taxes are 20% higher
than last year.*

In Lieu of Parkland Fund

City of Franklin Tennessee
In Lieu of Parkland
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
In Lieu of Parkland Fees	\$66,240	\$0	0.0%	\$0	0.0%
Transfer From General Fund	2,280,119	0	0.0%	2,280,119	100.0%
Total Revenues	2,346,359	0	0.0%	2,280,119	102.9%
 Total Unallocated Funds	 2,346,359	 0	 0.0%	 2,280,119	 102.9%

The In Lieu of Parkland Fund was created this year. The amount in the fund was transferred from the General Fund, where it was originally received.

Collections are now being recorded in this fund.

Transit Fund

City of Franklin Tennessee
Transit Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$400,695	\$0	0.0%	\$0	0.0%
Grants	245,614	197,231	124.5%	1,081,340	22.7%
Interest Income	1,634	5,775	28.3%	10,000	16.3%
Transit Fares	53,154	53,086	100.1%	100,600	52.8%
Transfer From General Fund	669,208	590,841	113.3%	669,208	100.0%
Other Revenues	4,900	4,900	100.0%	17,200	28.5%
Total Revenues	1,375,205	851,832	161.4%	1,878,348	73.2%
Expenditures:					
Capital (>\$25,000)	55,415	55,415	100.0%	125,000	44.3%
Other Expenditures	955,344	796,417	120.0%	1,753,348	54.5%
Total Expenditures	1,010,759	851,832	118.7%	1,878,348	53.8%
Total Unallocated Funds	364,446	0	0.0%	0	0.0%

Transit Fares			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	5,876	5,771	1.8%
August	6,048	6,629	-8.8%
September	6,284	7,969	-21.1%
October	9,479	6,531	45.1%
November	18,738	19,364	-3.2%
December	6,729	6,822	-1.4%
	53,154	53,086	0.1%

*Fares are essentially equivalent to
FY 2014.*

QUARTERLY REPORT

CDBG Fund

City of Franklin Tennessee
Community Development Block Grant
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$23,717	\$23,545	100.7%	\$23,670	100.2%
Grants	200,639	84,076	238.6%	264,629	75.8%
Interest Income	42	90	46.8%	125	33.9%
Total Revenues	224,398	107,711	208.3%	288,424	77.8%
Expenditures:					
Contractual Services	78,301	49,141	159.3%	212,504	36.8%
Repair & Maintenance Services	94,878	34,901	271.8%	50,000	189.8%
Other Expenditures	27,460	34	81,146.8%	2,125	1,292.2%
Total Expenditures	200,639	84,076	238.6%	264,629	75.8%
Total Unallocated Funds	23,760	23,635	100.5%	23,795	99.9%

The fund provides community development assistance to low and moderate income families. The City receives grant reimbursements for eligible expenditures.

Debt Service Fund

City of Franklin Tennessee
Debt Service Fund
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	\$195,118	\$84,729	230.3%	\$131,956	147.9%
Property Taxes	6,350,472	5,357,261	118.5%	6,443,176	98.6%
Interest Income	21	1,368	1.5%	5,000	0.4%
Rebate on BAB/RZEDB Bonds	419,480	412,700	101.6%	825,401	50.8%
Transfer from Sanitation Fund	8,031	10,785	74.5%	589,080	1.4%
Transfer from Road Impact Fund	1,003,023	1,271,366	78.9%	2,980,603	33.7%
Transfer from Hotel/Motel Tax Fund	374,110	377,705	99.0%	1,119,842	33.4%
Transfer from Water & Sewer Fund	100,000	0	0.0%	200,000	50.0%
Total Revenues	8,450,256	7,515,913	112.4%	12,295,058	68.7%
Expenditures:					
Debt Service & Lease Payments	3,252,115	3,427,288	94.9%	12,290,058	26.5%
Total Expenditures	3,252,115	3,427,288	94.9%	12,290,058	26.5%
Total Unallocated Funds	5,198,141	4,088,624	127.1%	5,000	103,962.8%

The surplus is due primarily to property tax billings in the 2nd quarter (October 1).

QUARTERLY REPORT

Capital Projects Fund

City of Franklin Tennessee
Capital Improvement Bonds
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Beginning Fund Balance	(\$18,878,175)	\$382,419	(4,936.5%)	\$0	0.0%
Property Taxes	508,038	0	0.0%	0	0.0%
Grants	0	166,357	0.0%	0	0.0%
Interest Income	541	(390)	(138.6%)	0	0.0%
Facilities Taxes	460,900	519,531	88.7%	0	0.0%
Other Revenues	1,693,173	18,665,457	9.1%	0	0.0%
Total Revenues	(16,215,523)	19,733,374	(82.2%)	0	0.0%
Expenditures:					
Employee Benefits	0	9,975,815	0.0%	0	0.0%
Utilities	23,738	1,903	1,247.7%	0	0.0%
Contractual Services	24,202	63,184	38.3%	0	0.0%
Repair & Maintenance Services	0	3,368	0.0%	0	0.0%
Debt Service & Lease Payments	0	175,718	0.0%	0	0.0%
Capital (>\$25,000)	7,988,787	18,551,124	43.1%	0	0.0%
Other Expenditures	490,706	243,482	201.5%	0	0.0%
Total Expenditures	8,527,433	29,014,594	29.4%	0	0.0%
Total Unallocated Funds	(24,742,956)	(9,281,220)	266.6%	0	0.0%

An upcoming bond issue is anticipated to cover most of the deficit. The remaining deficit is anticipated to be covered by reimbursements from other funds such as Water/Sewer, Stormwater, and Hotel/Motel Tax.

Water/Sewer Operating

City of Franklin Tennessee
Water & Sewer Operations
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Interest Income	\$21,427	\$16,427	130.4%	\$109,774	19.5%
Customer Service	12,899,075	11,675,076	110.5%	21,953,345	58.8%
Other Revenues	132,552	175,841	75.4%	287,970	46.0%
Total Revenues	13,053,055	11,867,344	110.0%	22,351,089	58.4%
Expenditures:					
Salaries & Wages	1,649,951	1,444,509	114.2%	3,820,257	43.2%
Employee Benefits	716,134	739,266	96.9%	1,478,082	48.5%
Utilities	626,947	752,373	83.3%	1,640,280	38.2%
Contractual Services	285,996	179,223	159.6%	524,375	54.5%
Repair & Maintenance Services	180,752	250,654	72.1%	376,000	48.1%
Debt Service & Lease Payments	342,977	364,177	94.2%	1,592,191	21.5%
Transfers To Other Funds	100,000	0	0.0%	0	0.0%
Capital (>\$25,000)	2,844,001	1,095,372	259.6%	4,925,325	57.7%
Other Expenditures	4,165,821	4,441,182	93.8%	7,986,154	52.2%
Total Expenditures	10,912,578	9,266,755	117.8%	22,342,664	48.8%
Total Unallocated Funds	2,140,477	2,600,589	82.3%	8,425	25,406.3%

Customer Service			
Month	FY 2015	FY 2014	Increase / (Decrease)
July	2,344,511	2,100,827	11.6%
August	2,421,541	2,013,445	20.3%
September	2,270,476	2,159,651	5.1%
October	2,115,853	1,981,523	6.8%
November	1,907,893	1,718,401	11.0%
December	1,838,801	1,701,229	8.1%
	12,899,075	11,675,076	10.5%

Customer service revenues (water, sewer, reclaimed) are over 10% higher than last year.

Water/Sewer Development Fees

City of Franklin Tennessee
Water & Sewer Development Fees
For the Six Months Ending Wednesday, December 31, 2014

	Current YTD Actuals	Prior YTD Actual	Percent Current YTD to Prior YTD	Budget	Percent Current YTD to Budget
Revenues					
Interest Income	\$8,766	\$29,547	29.7%	\$0	0.0%
Special Assessments	(48,327)	9,733	(496.5%)	0	0.0%
Other Revenues	1,632,247	2,344,842	69.6%	0	0.0%
Total Revenues	1,592,686	2,384,122	66.8%	0	0.0%
Expenditures:					
Contractual Services	1,060	5,888	18.0%	0	0.0%
Debt Service & Lease Payments	513,959	556,767	92.3%	0	0.0%
Capital (>\$25,000)	11,004	21,869	50.3%	0	0.0%
Other Expenditures	(62)	15,368	(0.4%)	0	0.0%
Total Expenditures	525,961	599,892	87.7%	0	0.0%
Total Unallocated Funds	1,066,725	1,784,230	59.8%	0	0.0%

*This fund represents
access and tap fees
collected on new
development.*

On the Horizon

Finance Committee

March: budget presentations to include Streets, Engineering, Planning, and BNS

April: budget presentations to include administrative departments and Transit

March

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Results of Fuel Hedging contract, FY2014-2015, through month of February

		7.14%		3.30%	
		12,000 gallons		9,700 gallons	
<u>Gas Price</u>	<u>Gas Contract</u>	<u>Gas Spread</u>	<u>Diesel Price</u>	<u>Diesel Contract</u>	<u>Spread</u>
\$2.9101	\$2.6900	\$0.220	\$2.8445	\$2.8675	(\$0.023)
2.7334	2.6900	0.043	2.8234	2.8675	-0.044
2.5904	2.6883	-0.098	2.7095	2.8792	-0.170
2.2525	2.6883	-0.436	2.5045	2.8792	-0.375
2.0582	2.6883	-0.630	2.3231	2.8792	-0.556
1.6182	2.6883	-1.070	1.7779	2.8792	-1.101
1.3410	2.6883	-1.347	1.5378	2.8792	-1.341
0.0000	0.0000	0.000	0.0000	0.0000	0.000
0.0000	0.0000	0.000	0.0000	0.0000	0.000
0.0000	0.0000	0.000	0.0000	0.0000	0.000
0.0000	0.0000	0.000	0.0000	0.0000	0.000
0.0000	0.0000	0.000	0.0000	0.0000	0.000
1.2920	2.5500	-1.258	1.3767	2.8675	-1.491
Fiscal Yr Total		-39,810.26	-35,020.60		-74,830.87
<u>Month</u>	<u>Gas Contracts</u>	<u>Diesel Contracts</u>	<u>Total</u>		
July	\$2,641.68	(\$223.10)	\$2,418.58		
August	520.57	(427.77)	92.80		
September	(1,174.71)	(1,646.23)	(2,820.94)		
October	(5,229.00)	(3,634.73)	(8,863.73)		
November	(7,561.20)	(5,394.31)	(12,955.51)		
December	(12,840.60)	(10,682.75)	(23,523.35)		
January	(16,167.00)	(13,011.72)	(29,178.72)		
February	0.00	0.00	0.00		
March	0.00	0.00	0.00		
April	0.00	0.00	0.00		
May	0.00	0.00	0.00		
June	0.00	0.00	0.00		

Contract schedule:

Contract	Trade Date	Effective Date	Termination Date	Price	Gallons
Diesel	6/5/14	7/1/14	6/30/15	2.868	126,000
Gasoline	6/5/14	7/1/14	6/30/16	2.690	84,000
Diesel	8/7/14	9/1/14	6/30/15	2.888	168,000
Gasoline	8/7/14	9/1/14	6/30/16	2.687	84,000

The TMA Group
Statement of Activities
Grant 20, Franklin Transit Service
For the Seven Months Ending January 31, 2015

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
Revenues					
Revenue - Fares Fixed Route	\$ 5,442.40	\$ 6,166.67	\$ 43,115.44	\$ 43,166.69	74,000.00
Revenue - Transit Fares; HT	0.00	0.00	15,984.00	13,600.00	13,600.00
Revenue - Contracts	0.00	1,083.33	7,682.00	7,583.31	13,000.00
Revenue - Building & EquipRent	800.00	800.00	5,600.00	5,600.00	9,700.00
Revenue - Transit-Interest	305.13	833.33	1,939.17	5,833.31	10,000.00
Revenue - Sale of Surpl's Asset	0.00	0.00	0.00	0.00	7,500.00
Revenue Grant - COF Capital	0.00	0.00	5,541.00	6,250.00	12,500.00
Revenue Grant - Transit COF	116,349.18	40,575.00	650,458.62	284,025.00	486,900.00
Revenue - Operating Assistance	0.00	0.00	0.00	0.00	249,515.00
Revenue Grant - St. New Freed	2,665.99	623.92	13,373.67	4,367.44	7,487.00
Capital Expend - STATE 5307	0.00	0.00	5,541.50	6,250.00	12,500.00
Revenue Grant - STATE 5307	0.00	0.00	15,888.96	15,817.00	75,535.00
Revenue Grant - STATE 5309	0.00	335.50	2,348.27	2,348.50	4,026.00
Revenue Grant - Fed New Freed	5,332.00	2,911.58	26,749.00	20,381.06	34,939.00
Capital Expend - FEDERAL 5307	0.00	0.00	44,332.00	50,000.00	100,000.00
Revenue Grant - FEDERAL 5307	0.00	0.00	127,112.00	127,076.00	574,200.00
Revenue Grant - FEDERAL 5309	0.00	2,684.00	14,074.00	18,788.00	32,208.00
Total Revenues	130,894.70	56,013.33	979,739.63	611,086.31	1,717,610.00
Direct Cost of Program					
Salaries	34,762.46	38,508.34	298,726.29	274,208.38	466,750.00
Employer Taxes and Benefits	22,939.20	14,649.85	155,788.70	103,500.95	176,750.00
Professional Services	1,677.50	1,687.50	16,473.16	11,812.50	20,250.00
Transit Bldg/Oper. Maintenance	2,709.07	1,027.00	15,517.09	11,465.00	16,600.00
Transit Maintenance	5,926.90	7,833.34	42,511.09	54,833.38	94,000.00
Transit Center Cleaning	422.00	375.00	2,954.00	2,625.00	4,500.00
Education/Community Outreach	150.00	833.33	179.38	5,833.31	10,000.00
Promotional Products	0.00	500.00	3,363.68	3,500.00	6,000.00
Print Advertising	1,859.50	1,250.00	7,424.94	8,750.00	15,000.00
Radio Advertising/Web	600.00	750.00	3,793.12	5,250.00	9,000.00
Printed Brochures & Pieces	0.00	687.50	2,294.69	4,812.50	8,250.00
Legal Fees	0.00	208.33	0.00	1,458.31	2,500.00
Planning/Transit	0.00	7,208.33	34,823.77	50,458.31	86,500.00
Transit-DAM Compliance	0.00	291.67	1,234.50	2,041.69	3,500.00
Transit Fuel	4,971.38	12,499.99	59,797.78	87,499.93	150,000.00
Supplies	517.23	958.33	4,997.20	6,708.31	11,500.00
Transit Maint. Fac - Utilities	2,539.02	1,333.33	9,585.52	9,333.31	16,000.00
Radio Communications	248.34	416.67	3,247.53	2,916.69	5,000.00
Trolley Insurance	6,306.63	5,133.33	39,264.98	35,933.31	61,600.00
Transit General Liability	379.50	741.67	2,639.05	5,191.69	8,900.00
Payouts for Insured Liab Damag	0.00	0.00	506.50	0.00	0.00
Recov. for Liab. & Dmge Settle	(2,540.40)	0.00	(2,540.40)	0.00	0.00
Errors & Omissions Liability	572.38	541.67	3,849.14	3,791.69	6,500.00
Vehicle Licensing & Registrati	0.00	0.00	17.50	0.00	0.00
Dues, Subs., Tuition	407.58	720.83	5,960.06	5,045.81	8,650.00
Meetings	0.00	208.33	227.00	1,458.31	2,500.00
Travel and Training	41.67	416.67	2,832.37	2,916.69	5,000.00
Trolley Cleaning Supplies	0.00	41.66	383.00	291.62	500.00
Bank Credit Card Charges	16.37	0.00	494.32	0.00	0.00
Equipment - Transit	0.00	0.00	55,692.35	62,500.00	125,000.00
Transit Maint. Facility-Rent	3,354.67	3,375.00	23,482.69	23,625.00	40,500.00
Depreciation - Transit Off Equ	29.15	0.00	204.05	0.00	0.00
Total Direct Cost of Program	87,890.15	102,197.67	795,725.05	787,761.69	1,361,250.00
Indirect Expenditures	26,509.85	29,696.67	227,808.70	207,876.69	356,360.00
Net Difference	\$ 16,494.70	(\$ 75,881.01)	(\$ 43,794.12)	(\$ 384,552.07)	0.00

CITY of FRANKLIN
2014 PROPERTY TAX COLLECTIONS
As of January 31, 2015

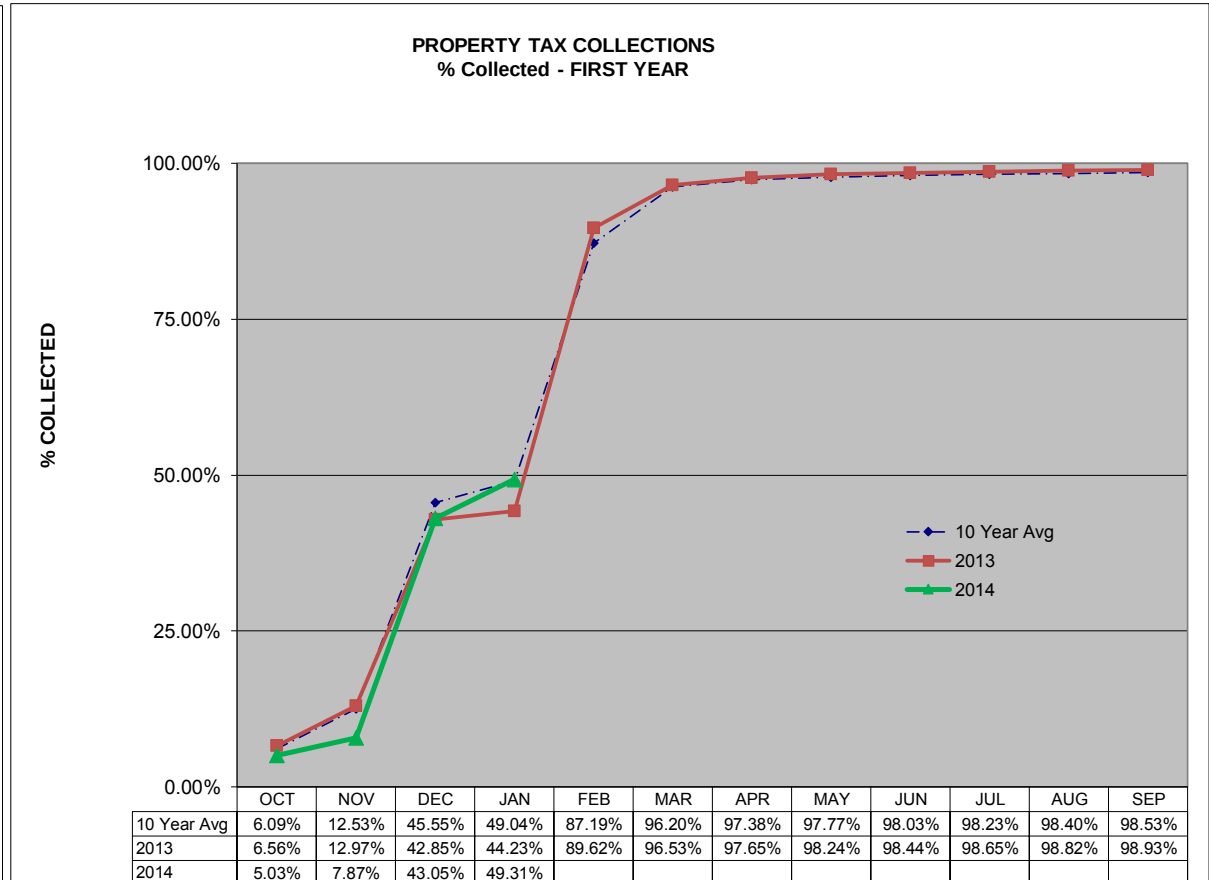
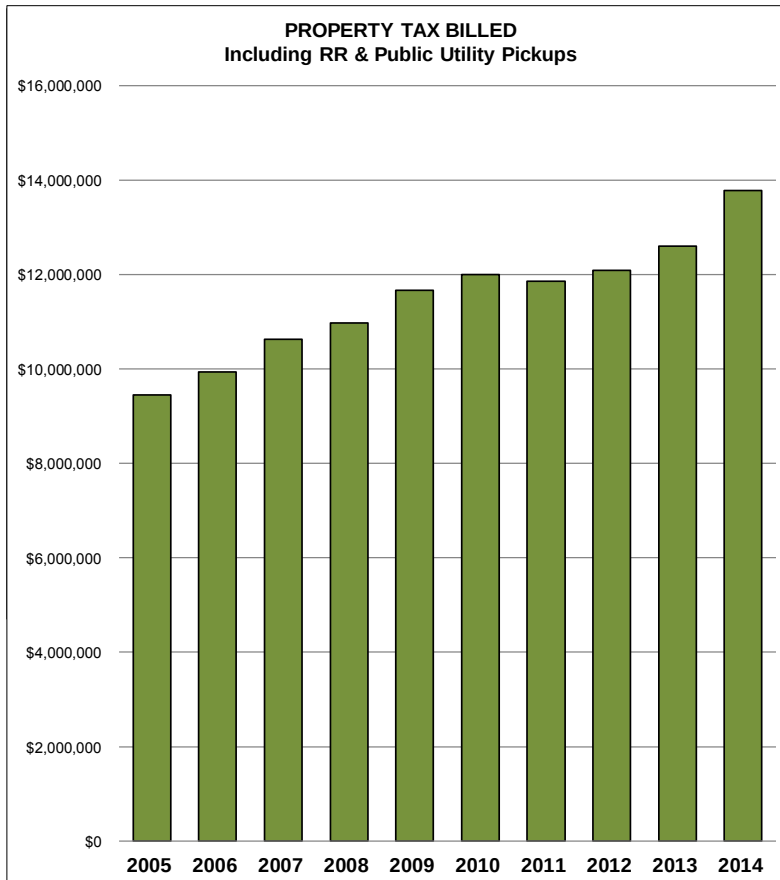
YEAR	Beginning Balance	150 Corrections	600 Refunds	400 Adjustments	100 Pickups	210 Cleanup	700 Returned Checks	200 Receipts	AR Balance
2014	\$13,769,714	(\$352,316)	\$0	\$0	\$356,129	\$0	\$0	(\$6,791,585)	\$6,981,942
2013	\$12,342,702	\$12,340	\$0	\$8	\$242,172	\$310,928	(\$310,928)	(\$12,478,685)	\$118,537
2012	\$11,902,186	(\$37,187)	\$132,011	(\$167)	\$219,575	\$0	\$154	(\$12,198,461)	\$18,112
Prior Years (2005 - 2010)	\$74,656,547	(\$172,076)	\$837,477	(\$17,310)	\$1,724,201	(\$600)	\$22,114	(\$76,991,440)	\$58,914

Beginning Balance does not include RR & Public Utilities added later, rollbacks & other adjustments

RR and Public Utilities typically added in January (reflected in 100 PICKUPS); typically about \$200k annually

2011 and earlier have been turned over to Clerk & Master to initiate legal action for collection

Receipts include penalty & interest (bills are issued in October and Penalty/interest apply starting the following March)





GOVERNMENT PORTFOLIO ADVISORS

Monthly Report

Account
City of Franklin

1/31/2015

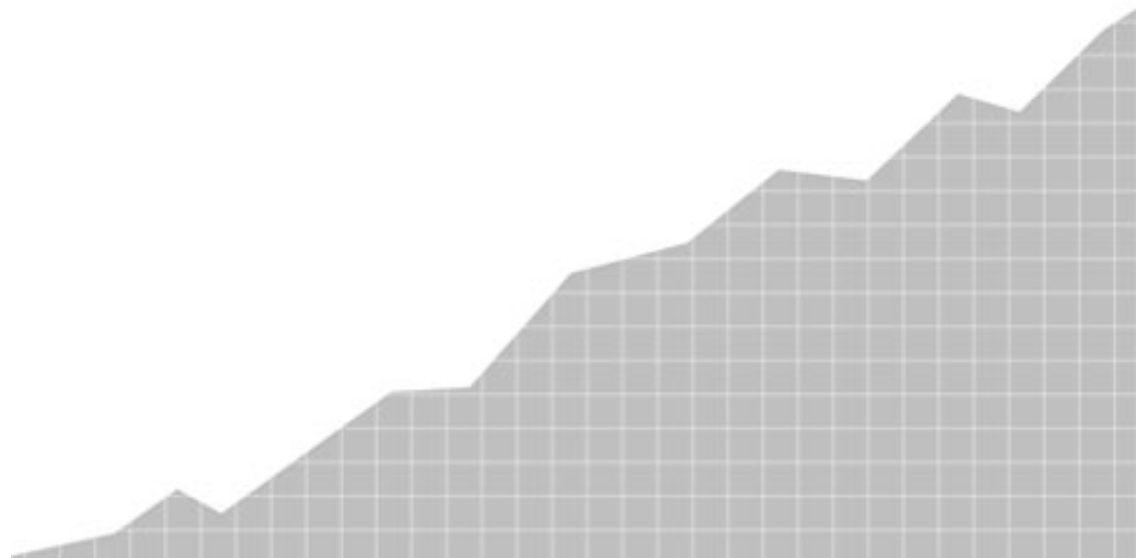




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MONTH END COMMENTARY - JANUARY 2015

Treasury prices posted the best start to a year since 1988 as a report showed the U.S. economy expanded at a slower-than-forecast rate in the fourth quarter and global investors sought higher-yielding U.S. securities. Also contributing to lower rates was a report by the Fed which took note of international economic weakness and repeated a pledge to stay “patient” on raising rates. Conventional wisdom continues to anticipate that the Fed will stay on track to begin raising the federal funds rate around midyear. The yield on the ten-year Treasury note dropped 53 basis points in January, the biggest decline in any January since 1988. The 30-year bond yield declined to an all-time low of 2.22%.

Non-farm Payrolls/Unemployment: Total nonfarm payroll employment increased by 252,000 in December. In 2014, job growth averaged 246,000 per month, compared with an average monthly gain of 194,000 in 2013. Employment increased in professional and business services, construction, food services and drinking places, health care, and manufacturing. The unemployment rate declined by .2 percentage point to 5.6% and the number of unemployed persons declined by 383,000 to 8.7million.

The European Central Bank: (ECB): As expected, the ECB announced its plan for securities purchases designed to stimulate the euro zone’s economy. Following the lead of the U.S. Federal Reserve, the Bank of England and the Bank of Japan will begin their own quantitative easing (QE) plan. This plan includes purchasing 60 billion euros per month, beginning in March. The QE is slated to run through September 2016.

Asset Class Performance: Crude Oil continued its plunge, dropping another 9.9% during January. The Dow Jones had a negative return of 3.57%. Along with U.S. Treasuries, the big performers were U.S. REITs which returned 6.8% and the U.S. Dollar with a return of 5.0%.

Treasury Yield Curve Total Returns over the last 12 months:*

3month bill	.03
1 year note	.27
2 year note	1.02
3 year note	1.54
5 year note	3.98

TREASURY BENCHMARK TOTAL RETURNS IN MONTH

Benchmark	Period Return	Duration
BAML 0-3 Year Treasury	.36%	1.45
BAML 0-5 Year Treasury	.81%	2.24

*Source: Bloomberg

Changes in the Treasury Market (absolute yield levels):*

	01/31/14	12/31/14	01/31/15	Change in January	Change from Prior Year
3month bill	.03	.05	.005	-.045	-.025
6month bill	.06	.12	.05	-.07	-.01
2 year note	.33	.67	.45	-.22	+.12
3 year note	.67	1.07	.76	-.31	+.09
5 year note	1.49	1.65	1.16	-.49	-.33
10 year	2.65	2.17	1.64	-.77	-1.01

*Source: Bloomberg



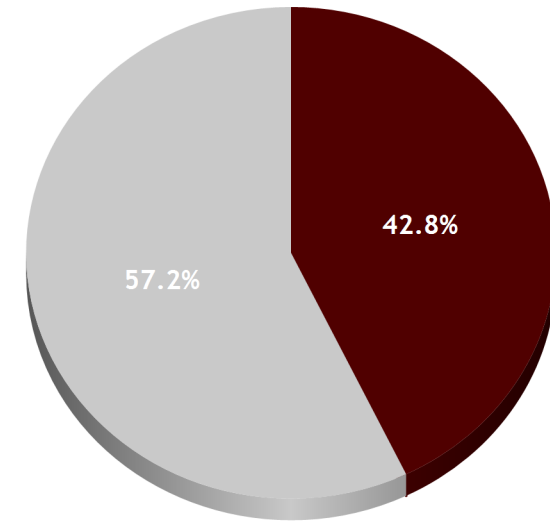
Weighted Averages

Book Yield	0.71
Maturity	1.56
Coupon	0.69
Moody	Aaa
S&P	AA+

Fixed Income Totals

Par Value	17,500,000.00
Market Value	17,577,332.19
Amortized Book Value	17,497,568.11
Unrealized Gain/Loss	79,764.08
Estimated Annual Cash Flow	121,250.00

Fixed Income Allocation



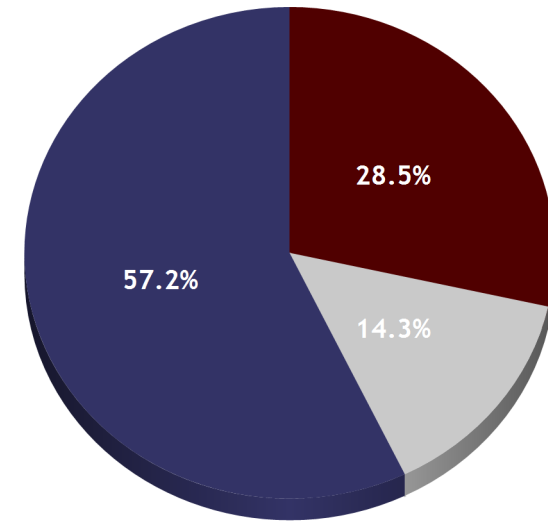
Security Type	Market Value	% Assets
US Agency (USD)	7,530,847.50	42.8
US Treasury (USD)	10,046,484.69	57.2
Fixed Income Total	17,577,332.19	100.0



Total Return for Period

	Since 12/31/2014
Beginning Principal Value	17,518,830.00
Beginning Accrued Interest	36,578.19
Net Contributions/Withdrawals	-23,437.50
Market Value Change	58,502.19
Interest Earnings	10,195.37
Ending Principal Value	17,577,332.19
Ending Accrued Interest	23,336.06
Net Total Return	66,614.23
Management Fees Paid By Client	-2,083.33

Portfolio Allocation



Issuer	Market Value	% Assets	Book Yield
FEDERAL HOME LOAN BANKS	5,011,487.50	28.5	0.6
FEDERAL HOME LN MTG CORP	2,519,360.00	14.3	1.0
UNITED STATES TREAS NTS	10,046,484.69	57.2	0.7
Total	17,577,332.19	100.0	0.7

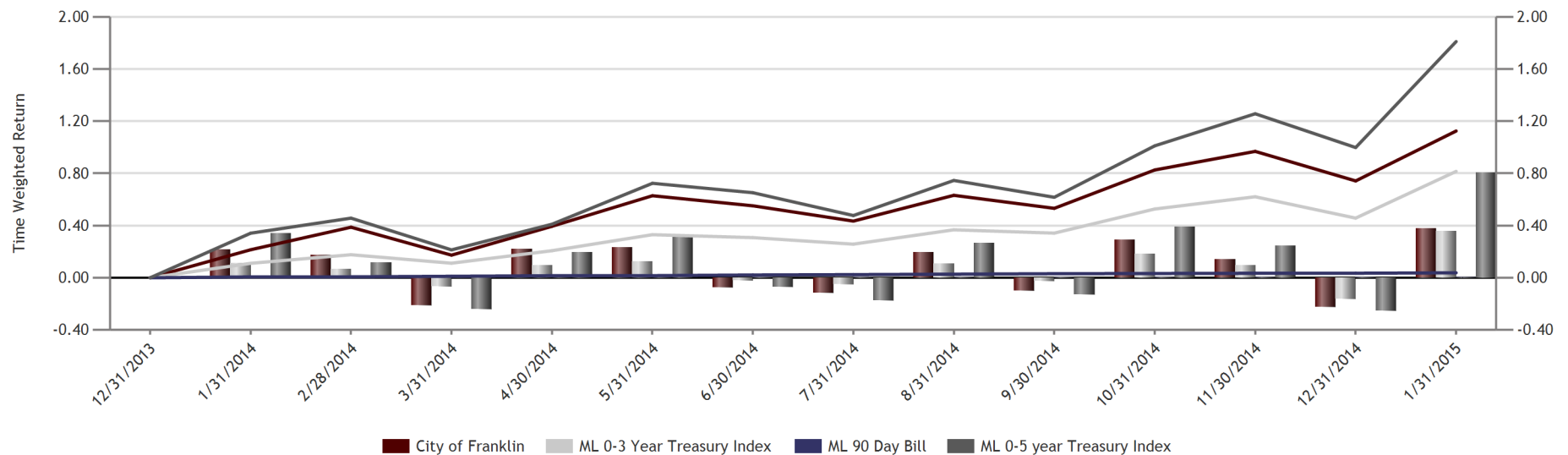


Performance History Inception (12/31/2013) to Date

Portfolio	Month To Date	Quarter To Date	Year To Date	Inception To Date
Account	0.38	0.38	0.38	1.12

Index				
ML 0-3 Year Treasury Index	0.36	0.36	0.36	0.82
ML 90 Day Bill	0.00	0.00	0.00	0.04
ML 0-5 year Treasury Index	0.80	0.80	0.80	1.81

Time Weighted Return Inception (12/31/2013) to Date

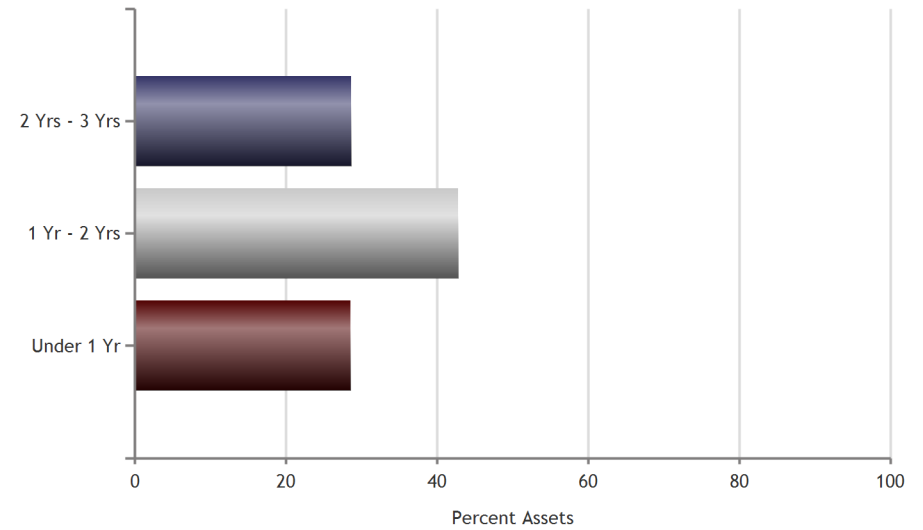




Distribution by Maturity

Maturity	Number	Market Value	% FI Holdings	Average YTM	Average Coupon	Average Duration
Under 1 Yr	2	5,011,487.50	28.5	0.2	0.550%	0.7
1 Yr - 2 Yrs	3	7,527,734.69	42.8	0.4	0.625%	1.7
2 Yrs - 3 Yrs	2	5,038,110.00	28.7	0.6	0.938%	2.2

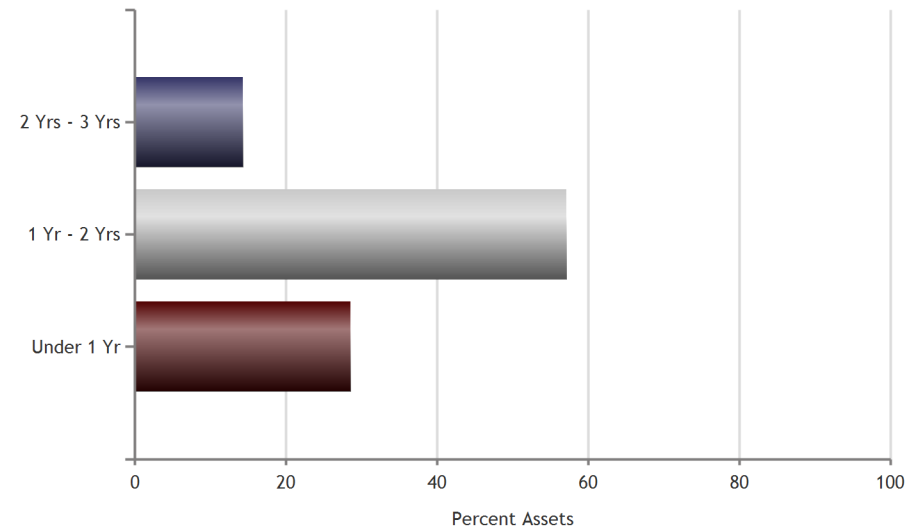
Distribution by Maturity



Distribution by Duration

Duration	Number	Market Value	% FI Holdings	Average YTM	Average Coupon	Average Duration
Under 1 Yr	2	5,011,487.50	28.5	0.2	0.550%	0.7
1 Yr - 2 Yrs	4	10,046,484.69	57.2	0.4	0.688%	1.8
2 Yrs - 3 Yrs	1	2,519,360.00	14.3	0.7	1.000%	2.5

Distribution by Duration

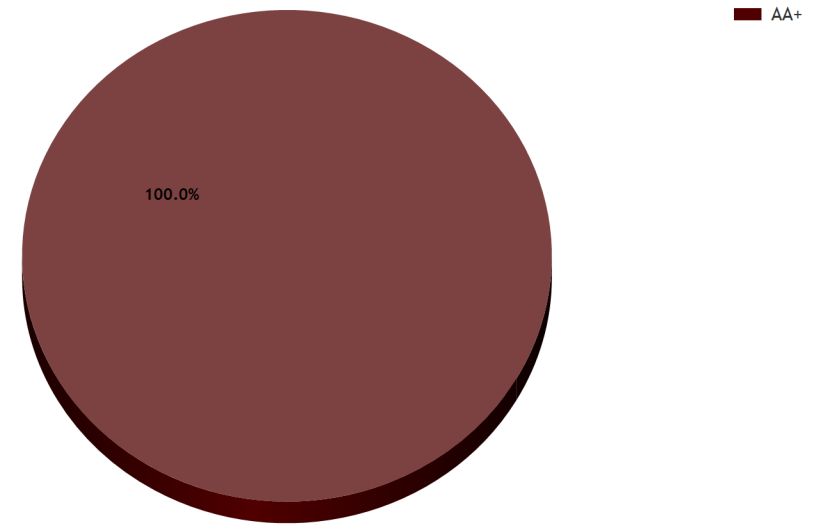




Distribution by S&P Rating

S&P Rating	Number	Market Value	% FI Holdings	Average YTM	Average Coupon	Average Duration
AA+	7	17,577,332.19	100.0	0.7	0.693%	2.8

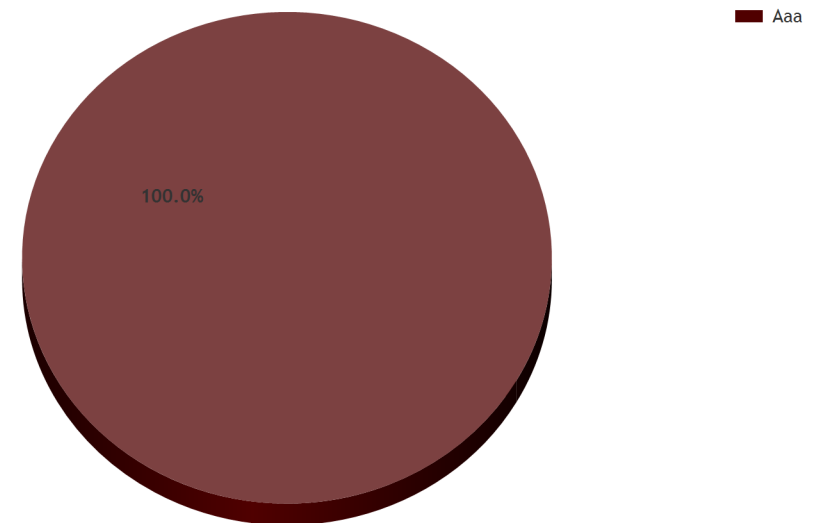
Distribution by S&P Rating

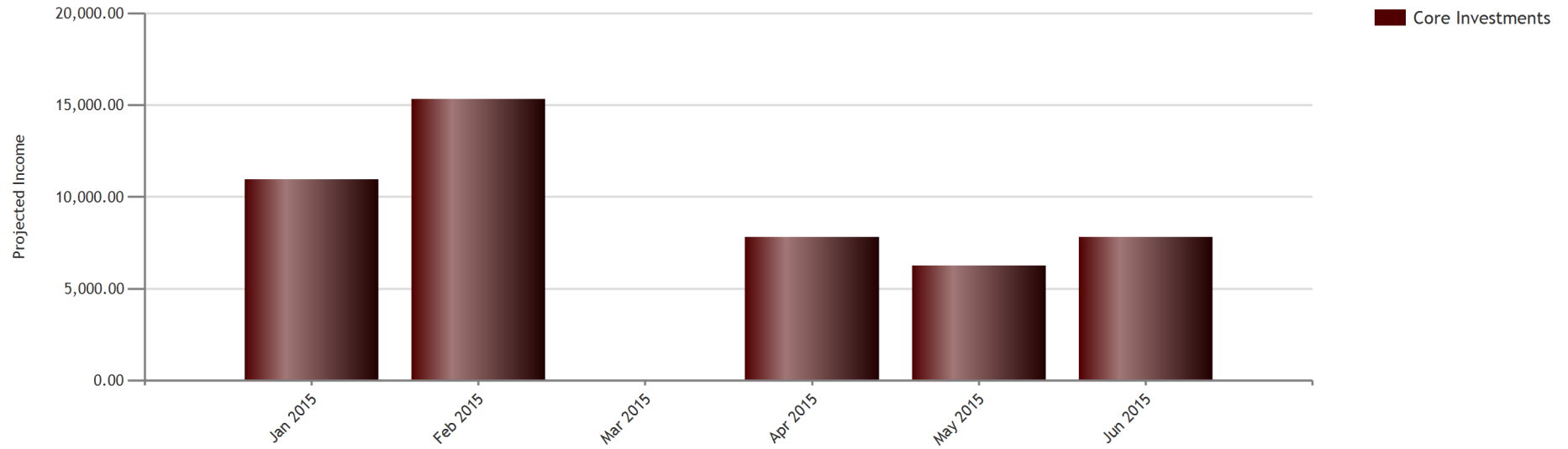


Distribution by Moody Rating

Moody Rating	Number	Market Value	% FI Holdings	Average YTM	Average Coupon	Average Duration
Aaa	7	17,577,332.19	100.0	0.7	0.693%	2.8

Distribution by Moody Rating





	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015
Core Investments	10,937.50	15,312.50	0.00	7,812.50	6,250.00	7,812.50
US Agency (USD)	0.00	7,500.00	0.00	0.00	6,250.00	0.00
US Treasury (USD)	10,937.50	7,812.50	0.00	7,812.50	0.00	7,812.50
Total	10,937.50	15,312.50	0.00	7,812.50	6,250.00	7,812.50
Grand Total	48,125.00					



City of Franklin

Transaction Summary

1/1/2015 - 1/31/2015

Interest

Trade Date	Settle Date	Symbol	Security	Amount
1/28/2015	1/28/2015	3137EADJ5	FEDERAL HOME LN MTG CORP 1.000% Due 07-28-17	12,500.00
1/31/2015	1/31/2015	912828SC5	UNITED STATES TREAS NTS 0.875% Due 01-31-17	10,937.50
Total Interest				23,437.50

Expenses

Trade Date	Settle Date	Symbol	Security	Amount
12/31/2014	1/22/2015	fees	exusfees	1,250.00
1/31/2015	1/31/2015	manfee	Management Fee	2,083.33
Total Expenses				3,333.33

Withdrawals

Trade Date	Settle Date	Quantity	Symbol	Security	Unit Price	Amount
1/28/2015	1/28/2015		cash	CASH ACCOUNT		12,500.00
1/31/2015	1/31/2015		cash	CASH ACCOUNT		10,937.50
Total Withdrawals						23,437.50

Portfolio Characteristics

January 31, 2015

Portfolio Name	Par Amount	Total Original Cost	Total Adjusted Cost	Market Value	Yield At Cost	Mod Dur	Eff Dur	Bench Dur	Benchmark
City of Franklin	17,500,000	17,492,166.88	17,497,568.11	17,577,332.19	0.71	1.55	1.55	1.45	BofA Merrill 0-3 Treasury
TOTAL PORTFOLIO	17,500,000	17,492,166.88	17,497,568.11	17,577,332.19	0.71	1.55	1.55	1.45	

Portfolio Holdings

City of Franklin

January 31, 2015

Cusip	Quantity	Security	Call Date	Trade Date	Amor Price	Book Yield	Market Price	Market Yield	Market Value	Accrued Interest	Total Value	Unrealized Gain/Loss	Pct. Assets	Dur Mat	Eff Dur
US Treasury															
912828VR8	2,500,000	UNITED STATES TREAS NTS		03-27-14	100.00	0.62	100.4219	0.35	2,510,547.50	7,175.61	2,517,723.11	10,484.45	14.3	1.53	1.52
		0.625% Due 08-15-16													
912828WA4	2,500,000	UNITED STATES TREAS NTS		03-27-14	99.87	0.70	100.3672	0.41	2,509,179.69	4,635.99	2,513,815.68	12,445.81	14.3	1.69	1.69
		0.625% Due 10-15-16													
912828A59	2,500,000	UNITED STATES TREAS NTS		12-18-13	99.98	0.64	100.3203	0.45	2,508,007.50	2,017.51	2,510,025.01	8,557.45	14.3	1.86	1.85
		0.625% Due 12-15-16													
912828SC5	2,500,000	UNITED STATES TREAS NTS		03-27-14	100.06	0.84	100.7500	0.50	2,518,750.00	0.00	2,518,750.00	17,239.34	14.3	1.98	1.98
		0.875% Due 01-31-17													
	10,000,000					0.70		0.43	10,046,484.69	13,829.11	10,060,313.80	48,727.05	57.2	1.76	1.76
US Agency Bullet															
313378CN9	2,500,000	FEDERAL HOME LOAN BANKS		03-12-12	99.97	0.66	100.2319	0.17	2,505,797.50	6,833.33	2,512,630.83	6,552.82	14.3	0.55	0.53
		0.600% Due 08-17-15													
313380L96	2,500,000	FEDERAL HOME LOAN BANKS		07-11-13	99.99	0.51	100.2276	0.22	2,505,690.00	2,465.28	2,508,155.28	5,892.56	14.3	0.80	0.79
		0.500% Due 11-20-15													
3137EADJ5	2,500,000	FEDERAL HOME LN MTG CORP		12-18-13	100.03	0.99	100.7744	0.69	2,519,360.00	208.33	2,519,568.33	18,591.66	14.3	2.46	2.46
		1.000% Due 07-28-17													
	7,500,000					0.72		0.36	7,530,847.50	9,506.94	7,540,354.44	31,037.03	42.8	1.27	1.26
TOTAL	17,500,000					0.71		0.40	17,577,332.19	23,336.06	17,600,668.25	79,764.08	100.0	1.55	1.55

Government Portfolio Advisors
MASTER EARNED INCOME REPORT
 From 12-31-14 To 01-31-15

Name	Beginning Accrued Interest	Purchased Interest	Sold Interest	Interest Received	Ending Accrued Interest	Earned Interest	Amortization/ Accretion	Earned Income
City of Franklin	36,578.19	0.00	0.00	-23,437.50	23,336.06	10,195.37	235.53	10,430.90
TOTAL	36,578.19	0.00	0.00	-23,437.50	23,336.06	10,195.37	235.53	10,430.90



This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

Questions About an Account: GPA's monthly report is intended to detail our investment advisory activity managed by GPA. In addition, at the request of the account, the report may include bank balances, LGIP balances and other funds that are held but not invested at the direction of GPA. The custodian bank maintains the control of assets and executes (ie. Settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the GPA report should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control

GPA does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value

Generally, market prices in GPA's reports are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data or Bloomberg. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC - insured bank certificates of deposit are priced at par. Although GPA believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold.

Amortized Cost

The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premiums with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Financial Situation

In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities

Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented. Certain call dates may not show up on the report if the call date has passed and it is continuously callable.

Duration

The duration listed on the reports is duration to maturity and duration to call. These reports do not calculate the effective duration that incorporates callable bonds. GPA will provide this number in the strategic reports.

Portfolio

The securities in this portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.

Rating

Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Building Permits

Month	FY2015	FY2014	BUDGET	Variance from Last Year	Variance from Budget
July	82,353	95,116	94,863	(12,763)	(12,510)
August	69,863	133,605	133,250	(63,742)	(63,387)
September	127,700	79,606	79,394	48,094	48,306
October	123,191	133,091	132,737	(9,900)	(9,546)
November	94,573	113,777	113,475	(19,204)	(18,902)
December	74,673	102,609	102,336	(27,936)	(27,663)
January	117,569	91,634	91,390	25,935	26,179
February	0	37,955	37,854		
March	0	82,251	82,032		
April	0	113,765	113,463		
May	0	148,190	147,796		
June	0	212,413	211,849		
Total (year-to-date)	689,922	1,344,012	1,340,440	(59,516)	(57,524)
				-7.9%	-7.7%

* seasonality based on last year's results

110-32120

Road Impact fees

Month	FY2015	FY2014	BUDGET	Variance from Last Year	Variance from Budget
July	229,572	153,724	316,667	75,848	(87,095)
August	139,840	888,987	316,667	(749,147)	(176,827)
September	217,394	205,408	316,667	11,986	(99,273)
October	200,301	264,184	316,667	(63,883)	(116,366)
November	254,561	360,104	316,667	(105,543)	(62,106)
December	168,587	351,901	316,667	(183,314)	(148,080)
January	186,851	295,934	316,667	(109,083)	(129,816)
February	0	76,244	316,667		
March	0	386,184	316,667		
April	0	122,560	316,667		
May	0	165,892	316,667		
June	0	1,454,780	316,667		
Total (year-to-date)	1,397,106	4,725,902	3,800,000	(1,123,136)	(819,561)
				-44.6%	-37.0%

* seasonality not assigned; divided evenly by month

128-32800

Facilities Tax

Month	FY2015	FY2014	BUDGET	Variance from Last Year	Variance from Budget
July	174,169	188,335	308,099	(14,166)	(133,930)
August	128,599	282,956	308,099	(154,357)	(179,500)
September	155,707	172,873	308,099	(17,166)	(152,392)
October	211,229	1,182,887	308,099	(971,658)	(96,870)
November	160,556	234,251	308,099	(73,695)	(147,543)
December	203,249	188,891	308,099	14,358	(104,850)
January	177,164	189,243	308,099	(12,079)	(130,935)
February	0	70,242	308,099		
March	0	216,615	308,099		
April	0	160,708	308,099		
May	0	309,052	308,099		
June	0	652,730	308,099		
Total (year-to-date)	1,210,673	3,848,783	3,697,190	(1,228,763)	(946,021)
				-50.4%	-43.9%

* seasonality not assigned; divided evenly by month

130-31600

Williamson County Facilities Tax

Month	FY2015	FY2014	BUDGET	Variance from Last Year	Variance from Budget
July	83,121	71,175	69,308	11,946	13,813
August	77,682	0	30,000	77,682	47,682
September	66,808	79,159	77,083	(12,351)	(10,275)
October	75,521	179,384	145,000	(103,864)	(69,479)
November	80,039	134,240	130,719	(54,201)	(50,680)
December	77,729	55,574	54,116	22,155	23,613
January	67,795	64,112	62,430	3,683	5,365
February	0	68,997	67,187		
March	0	91,280	88,886		
April	0	102,399	99,713		
May	0	103,705	100,985		
June	0	76,909	74,892		
Total (year-to-date)	528,695	1,026,933	1,000,000	-54,948	-39,961
				-9.4%	-7.0%

* seasonality based on last year's results
 budgeted in Capital Projects Fund beginning with FY11
 310-31600



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

MEMORANDUM

February 12, 2015

TO: Eric Stuckey, City Administrator

FROM: Russ Truell, ACA/CFO

RE: Local Sales Tax Report

The local sales tax remittance from the State of Tennessee for February was \$3,345,841 compared to \$3,097,595 for the same month in 2014, an increase of \$248,246, or 8.0%. [The February remittance is for sales tax collected during the month of December, representing the sixth month of the fiscal year on an accrual basis.] During the same period, the State of Tennessee sales tax collections were up 7.8% from the prior year.

Year-to-date, the City has received \$15.03 million compared to \$14.04 million in the previous year, a difference of \$989,383 or 7.0%. The State of Tennessee sales tax collections, year-to-date, are \$3.92 billion compared to \$3.67 billion in the prior year, a difference of \$248.1 million or 6.7%.

For budget comparisons, the City anticipated collections of \$14.83 million through six months of the fiscal year. Through December, the City is \$193,215, or 0.7%, above budgeted collections. As a further comparison, the December collection of \$3.34 million compares to \$2.73 million in 2008, \$2.49 million in 2009, \$2.47 million in 2010, \$2.67 million in 2011, \$2.90 million in 2012 and \$3.01 million in 2013.



TENNESSEE DEPARTMENT OF REVENUE

COUNTY EXECUTIVE/MAYOR
WILLIAMSON COUNTY
1320 W MAIN ST STE 125
FRANKLIN TN 37064-3700

February 8, 2015

Month of: JANUARY
Tot. Collections: \$11,573,926.27
Cost of Admin: \$130,206.68
Net Collections: \$11,443,719.59

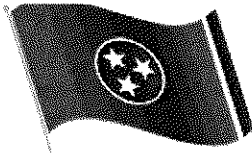
The Department of Revenue has collected and allocated the above total during the month indicated from Local Option Sales Tax as follows:

COUNTY/CITY NAME	TOTAL COLLECTIONS	LESS ADMIN. COSTS	NET COLLECTIONS
WILLIAMSON COUNTY	\$536,829.05	\$6,039.33	\$530,789.72
FRANKLIN	\$6,836,181.00	\$76,907.04	\$6,759,273.96
FAIRVIEW	\$241,446.06	\$2,716.27	\$238,729.79
BRENTWOOD	\$3,246,883.27	\$36,527.44	\$3,210,355.83
SPRING HILL	\$391,848.62	\$4,408.30	\$387,440.32
THOMPSON STATION	\$217,909.72	\$2,451.48	\$215,458.24
NOLENSVILLE	\$102,828.55	\$1,156.82	\$101,671.73

Note that we have deducted 1.125% state cost of administration leaving the net collections. The Department of Finance and Administration has been notified to issue a payment to the Trustee of your county in the amount of the net collections.

Please be aware that normal Local Option Sales Tax collections may fluctuate. This could be due to additional collections on assessments or reductions as a result of taxpayer refunds or returned checks. Should your collection amount increase significantly, it might be the result of an audit assessment.

For additional information regarding the allocation you may call the Division of Fiscal Services at (615) 532-8944 between 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted.



MEDIA RELEASE

STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION

FOR IMMEDIATE RELEASE
FRIDAY, FEB. 13, 2015

CONTACT: LOLA POTTER
615.532.8560 (OFFICE)
615.202.0701 (CELL)

JANUARY REVENUES

NASHVILLE, Tenn. – Tennessee’s total tax collections exceeded budgeted expectations in January, driven by strong holiday consumer spending and unexpected one-time collections in corporate taxes. Finance and Administration Commissioner Larry Martin today announced that overall January revenues were \$1.3 billion, which is \$219.5 million more than the state budgeted.

“January sales tax collections, reflecting consumer spending that occurred during December, posted the largest monthly growth rate we’ve experienced for the past 33 months, and we recorded our strongest second quarter growth since 2006,” Martin said. “We believe this month’s growth was heavily influenced by several factors, including aggressive holiday retail marketing, continued reduction in the unemployment rate, lower gasoline prices, and an overall improving economy.

“It’s important to note that all corporate payments, including one-time payments, are received throughout the year based on estimates, and reconciled at a later point with their final corporate filings. Although good news, one-time payments, when identified, are separated from our recurring tax base and used only to support one-time expenditures and uses. As always, the state will keep the budget in balance by working closely with the legislature.”

On an accrual basis, January is the sixth month in the 2014-2015 fiscal year.

The general fund was over collected by \$214.1 million and the four other funds were over collected by \$5.4 million.

Sales tax collections were \$34.2 million more than the estimate for January. The January growth rate was positive 7.80%. For six months revenues are over collected by \$132.4 million. The year-to-date growth rate for six months was positive 6.76%.

Franchise and excise taxes combined were \$171.4 million more than the budgeted estimate of \$151.9 million. For six months revenues are over collected by \$158.0 million.

Gasoline and motor fuel collections for January increased by 10.68% and were \$2.4 million above the budgeted estimate of \$71.3 million. For six months revenues are over collected by \$10.7 million.

Motor Vehicle Registration Tax collections were \$3.0 million more than the budgeted estimate for January and the growth rate was positive 5.56%.

Tobacco tax collections were \$2.7 million more than the budgeted estimate of \$18.1 million, and for six months they are \$2.6 million under the budgeted estimate.

Inheritance and estate taxes were over collected by \$4.5 million for the month. Year-to-date collections for six months are \$13.9 million more than the budgeted estimate.

Privilege tax collections were \$1.9 million less than the January estimate, and on a year-to-date basis, August

Business tax collections were \$0.7 million more than the January estimate. For six months revenues are \$13.8 million more than the budgeted estimate.

All other taxes were over collected by a net of \$2.5 million.

Year-to-date collections for six months were \$343.9 million more than the budgeted estimate. The general fund was over collected by \$323.4 million and the four other funds were over collected by \$20.5 million.

The budgeted revenue estimates for 2014-2015 are based on the State Funding Board's consensus recommendation of December 17th, 2013 and adopted by the second session of the 108th General Assembly in April 2014. They are available on the state's website at <http://www.tn.gov/finance/bud/Revenues.shtml> ([../bud/Revenues.shtml](http://www.tn.gov/finance/bud/Revenues.shtml)).

The Funding Board met on December 11, 2014 to hear updated revenue projections from the state's various economists. The board met again on December 16 and adopted revised revenue ranges for 2014-2015. The revised ranges assume an over collection from the July 2014 budgeted estimate in the amount of \$32.3 million to \$73.4 million in total taxes. The revised ranges for the general fund recognize a negative growth in the amount of \$6.6 million up to a positive growth of \$27.5 million for the current fiscal year.

[COLLECTION TABLES \(Documents/2015-01Tables.xls\)](#)

Table 1
Revenue Collections by Fund
January
2014-2015

Fund	2015				2014 Actual	2015	
	Actual	Budgeted	B/(W)	Percent		B/(W)	Percent
General Fund	\$1,159,897,000	\$945,769,000	\$214,128,000	22.64%	\$904,424,000	\$255,473,000	28.25%
Highway Fund	58,596,000	57,047,000	1,549,000	2.72%	51,719,000	6,877,000	13.30%
Sinking Fund	32,406,000	32,138,000	268,000	0.83%	35,324,000	(2,918,000)	-8.26%
City & County Fund	76,321,000	72,761,000	3,560,000	4.89%	71,698,000	4,623,000	6.45%
Earmarked Fund	3,582,000	3,582,000	0	0.00%	2,899,000	683,000	23.56%
Total	\$1,330,802,000	\$1,111,297,000	\$219,505,000	19.75%	\$1,066,064,000	\$264,738,000	24.83%

Revenue Collections by Tax
January
2014-2015

Tax Source	2015				2014 Actual	2015	
	Actual	Budgeted	B/(W)	Percent		B/(W)	Percent
Franchise & Excise	\$323,279,000	\$151,900,000	\$171,379,000	112.82%	\$139,670,000	\$183,609,000	131.46%
Income	4,392,000	3,824,000	568,000	14.85%	2,912,000	1,480,000	50.82%
Inheritance & Estate	9,648,000	5,099,000	4,549,000	89.21%	7,192,000	2,456,000	34.15%
Gasoline	53,280,000	51,012,000	2,268,000	4.45%	47,533,000	5,747,000	12.09%
Petroleum Special	5,419,000	5,236,000	183,000	3.50%	4,943,000	476,000	9.63%
Tobacco	20,737,000	18,080,000	2,657,000	14.70%	17,636,000	3,101,000	17.58%
Beer	1,336,000	1,464,000	(128,000)	-8.74%	1,282,000	54,000	4.21%
Motor Vehicle Registration	21,250,000	18,210,000	3,040,000	16.69%	20,131,000	1,119,000	5.56%
Motor Vehicle Title	856,000	824,000	32,000	3.88%	979,000	(123,000)	-12.56%
Mixed Drink	7,306,000	6,820,000	486,000	7.13%	6,508,000	798,000	12.26%
Business	5,490,000	4,742,000	748,000	15.77%	3,553,000	1,937,000	54.52%
Privilege	26,249,000	28,105,000	(1,856,000)	-6.60%	22,762,000	3,487,000	15.32%
Gross Receipts	20,000	33,000	(13,000)	-39.39%	14,000	6,000	42.86%
TVA - In Lieu of Tax Payments	28,623,000	27,200,000	1,423,000	5.23%	27,076,000	1,547,000	5.71%
Alcoholic Beverage	6,719,000	6,660,000	59,000	0.89%	6,471,000	248,000	3.83%
Sales and Use	801,043,000	766,823,000	34,220,000	4.46%	743,107,000	57,936,000	7.80%
Motor Vehicle Fuel	14,950,000	15,050,000	(100,000)	-0.66%	14,069,000	881,000	6.26%
Severance	199,000	215,000	(16,000)	-7.44%	204,000	(5,000)	-2.45%
Coin-operated Amusement	6,000	0	6,000	NA	3,000	3,000	NA
Unauthorized Substance	0	0	0	NA	19,000	(19,000)	NA
Total	\$1,330,802,000	\$1,111,297,000	\$219,505,000	19.75%	\$1,066,064,000	\$264,738,000	24.83%

Table 2
Revenue Collections by Fund
Year-to-Date
August - January
2014-2015

Fund	2014 - 2015				2013-2014	2014-2015	
	Actual	Budgeted	B/(W)	Percent	Actual	B/(W)	Percent
General Fund	\$5,072,225,000	\$4,748,792,000	\$323,433,000	6.81%	\$4,609,472,000	\$462,753,000	10.04%
Highway Fund	347,265,000	343,795,000	3,470,000	1.01%	331,783,000	15,482,000	4.67%
Sinking Fund	188,180,000	187,207,000	973,000	0.52%	206,171,000	(17,991,000)	-8.73%
City & County Fund	437,787,000	421,744,000	16,043,000	3.80%	404,694,000	33,093,000	8.18%
Earmarked Fund	21,500,000	21,500,000	0	0.00%	17,400,000	4,100,000	23.56%
Total	\$6,066,957,000	\$5,723,038,000	\$343,919,000	6.01%	\$5,569,520,000	\$497,437,000	8.93%

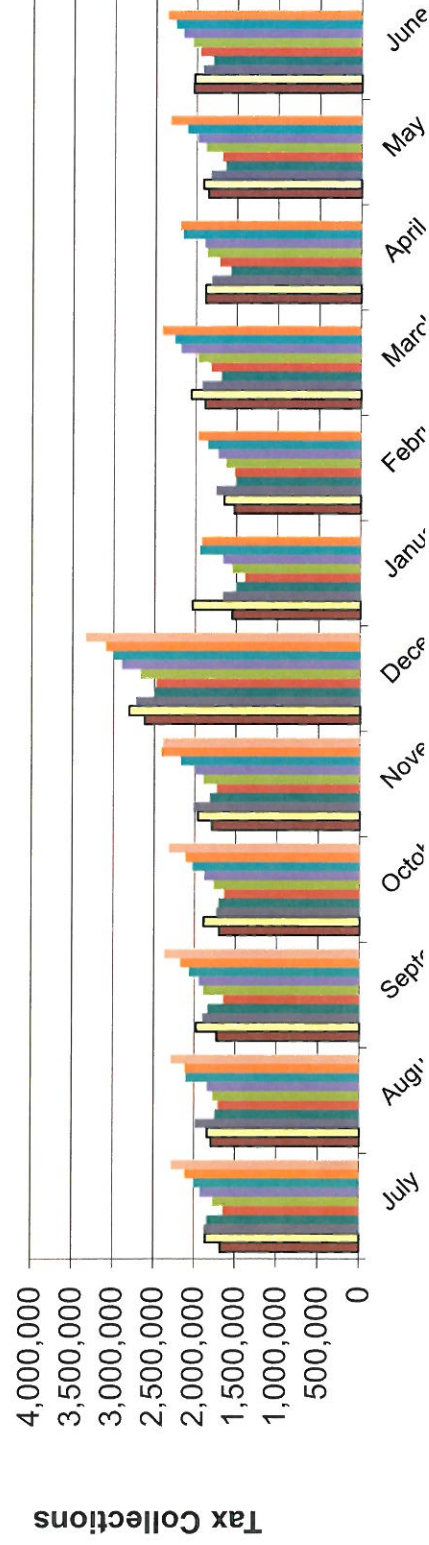
Revenue Collections by Tax
Year-to-Date
August - January
2014-2015

Tax Source	2014 - 2015				2013-2014	2014-2015	
	Actual	Budgeted	B/(W)	Percent	Actual	B/(W)	Percent
Franchise & Excise	\$938,588,000	\$780,602,000	\$157,986,000	20.24%	\$725,836,000	\$212,752,000	29.31%
Income	17,176,000	15,563,000	1,613,000	10.36%	11,680,000	5,496,000	47.05%
Inheritance & Estate	49,044,000	35,154,000	13,890,000	39.51%	56,356,000	(7,312,000)	-12.97%
Gasoline	318,138,000	309,519,000	8,619,000	2.78%	308,343,000	9,795,000	3.18%
Petroleum Special	32,704,000	32,170,000	534,000	1.66%	31,589,000	1,115,000	3.53%
Tobacco	131,055,000	133,662,000	(2,607,000)	-1.95%	129,535,000	1,520,000	1.17%
Beer	8,865,000	9,038,000	(173,000)	-1.91%	8,738,000	127,000	1.45%
Motor Vehicle Registration	119,275,000	118,934,000	341,000	0.29%	115,644,000	3,631,000	3.14%
Motor Vehicle Title	5,816,000	5,801,000	15,000	0.26%	5,782,000	34,000	0.59%
Mixed Drink	41,818,000	36,929,000	4,889,000	13.24%	36,524,000	5,294,000	14.49%
Business	33,119,000	19,369,000	13,750,000	70.99%	46,671,000	(13,552,000)	-29.04%
Privilege	147,286,000	142,218,000	5,068,000	3.56%	127,937,000	19,349,000	15.12%
Gross Receipts	13,522,000	14,196,000	(674,000)	-4.75%	11,880,000	1,642,000	13.82%
TVA - In Lieu of Tax Payments	175,316,000	168,900,000	6,416,000	3.80%	169,651,000	5,665,000	3.34%
Alcoholic Beverage	29,640,000	29,277,000	363,000	1.24%	28,784,000	856,000	2.97%
Sales and Use	3,921,176,000	3,788,784,000	132,392,000	3.49%	3,673,002,000	248,174,000	6.76%
Motor Vehicle Fuel	83,058,000	81,525,000	1,533,000	1.88%	80,120,000	2,938,000	3.67%
Severance	1,284,000	1,397,000	(113,000)	-8.09%	1,292,000	(8,000)	-0.62%
Coin-operated Amusement	77,000	0	77,000	NA	137,000	(60,000)	-43.80%
Unauthorized Substance	0	0	0	NA	19,000	(19,000)	NA
Total	\$6,066,957,000	\$5,723,038,000	\$343,919,000	6.01%	\$5,569,520,000	\$497,437,000	8.93%

Local Sales Tax Revenue Comparison

Month	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	% over prior yr	\$ over prior yr
July	1,676,862	1,857,805	1,876,318	1,842,160	1,646,449	1,769,523	1,925,395	2,003,719	2,113,374	2,288,457	8.3%	175,083
August	1,788,477	1,837,563	1,985,123	1,747,507	1,711,487	1,774,021	1,843,928	2,101,518	2,115,836	2,296,081	8.5%	180,245
September	1,724,983	1,977,557	1,900,808	1,834,296	1,645,241	1,888,809	1,946,970	2,065,402	2,178,174	2,374,572	9.0%	196,399
October	1,695,501	1,887,613	1,734,361	1,707,123	1,639,767	1,767,404	1,881,099	2,026,865	2,117,978	2,327,025	9.9%	209,047
November	1,787,276	1,960,370	2,018,105	1,816,125	1,736,146	1,892,149	1,998,723	2,176,371	2,419,578	2,399,941	-0.8%	-19,637
December	2,617,849	2,806,905	2,730,286	2,491,017	2,479,640	2,670,491	2,902,675	3,012,759	3,097,595	3,345,841	8.0%	248,246
January	1,544,557	2,034,121	1,664,281	1,502,087	1,401,398	1,552,324	1,664,281	1,948,752	1,926,687			
February	1,526,301	1,649,397	1,752,131	1,507,868	1,521,898	1,628,745	1,729,002	1,856,748	1,973,541			
March	1,880,654	2,054,793	1,925,296	1,688,794	1,819,095	1,979,080	2,191,405	2,265,006	2,421,918			
April	1,883,777	1,885,024	1,812,244	1,572,824	1,719,674	1,866,180	1,897,741	2,168,372	2,201,566			
May	1,846,229	1,909,074	1,824,127	1,642,271	1,686,756	1,884,275	1,989,477	2,109,923	2,323,975			
June	2,033,237	2,025,044	1,926,353	1,800,044	1,961,270	2,047,664	2,168,095	2,260,297	2,364,520			
Total Budgeted	22,005,703	23,885,264	23,149,433	21,152,117	20,968,821	22,720,667	24,138,792	25,995,732	27,254,742	15,031,917	14,042,535	989,383
	Up 11.2%	Up 8.5%	Down -3.1%	Down -8.6%	Down -0.9%	year to date 8.4%	year to date 6.2%	year to date 7.7%	year to date 4.8%	year to date 7.0%	last yr YTD 14,042,535	YTD difference

Local Sales Taxes



February 16, 2015

Mr. Russ Truell, CFO
City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064

Dear Mr. Truell:

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end January 2015.

A summary of the financial and distribution date is as follows:

COOL SPRINGS CONFERENCE CENTER

January, 2015

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENUE	347,935	570,011	479,480	3,651,341	3,884,705	3,660,380
HOUSE PROFIT	(61,417)	63,416	14,899	238,693	451,531	420,656
Less: FIXED EXPENSES	17,861	15,807	21,058	136,555	130,224	91,996
DEPRECIATION	41,960			293,721		
NET INCOME	(121,238)	47,609	(6,159)	(191,582)	321,307	328,661
Less:						
FF&E RESERVE-4%	13,917	22,800	19,179	146,054	155,388	146,415
NET CASH FLOW	(135,155)	24,809	(25,338)	(337,636)	165,919	182,246

TOTAL CURRENT BALANCE DUE FROM OWNERS – JAN

(135,155)

TOTAL DUE FROM CITY OF FRANKLIN

(67,577.50)

TOTAL DUE FROM WILLIAMSON
COUNTY

(67,577.50)

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,



Michael Sanders
General Manager



Tory Peek
Property Controller

