



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, January 10, 2017

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0020](#) Presentation of Walkability Audit

Attachments: [FT 2016 Sidewalk Audit 121616](#)
2. [17-0019](#) Discussion of the City of Franklin's Irrigation Metering Structure

Sponsors: Mark Hilty

Attachments: [20161228_PPT_IRRIGATION METERING_V1](#)
3. [17-0017](#) *Consideration Of Certificate Of Compliance For Wine In Grocery Store For Publix Tennessee, LLC #1529 Located At 5021 Hughes Crossing Boulevard, (Berry Farms), Franklin, TN, 37064 (Michael Mayhew, Managing Agent; Keith Everett, District Manager; Randall T. Jones, President; John A. Attaway, Jr., Secretary; David Patrick Phillips, Treasurer; Joseph DiBenedetto, Vice President; Jeffrey G. Chamberlain, Vice President (Executive Officers) (01-10-17 WS)

Sponsors: Lanaii Benne

Attachments: [2017-17 Publix 1529 - 5021 Hughes Crossing Blvd - Retail Food Wine Certificat](#)
4. [17-0018](#) Consideration of 2017 Liquor License Renewal for Red Dog Wine & Spirits, (Mr. Bard Quillman, Jr, Managing Agent) 1031 Riverside Drive, 37064. (1/10/17 WS)

Sponsors: Lanaii Benne

Attachments: [2017 CERT Quillman, Bard.pdf](#)

5. [16-1041](#) PUBLIC HEARING: Consideration Of Resolution 2016-45 To Be Entitled, "A Resolution Adopting A Plan Of Services For The Annexation Of 459, 463 And 467 Franklin Road, By The City Of Franklin, Tennessee." (12/10/16 FMPC 9-0, 01/10/17 WS)
- Sponsors:** Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Brad Baumgartner
- Attachments:** [459 463 467 Franklin Rd Annexation Map](#)
[2016-45 RES Revised Draft POS_with map 459 463 467 Franklin Rd.Law Appr](#)
- Legislative History**
- | | | |
|----------|--|--|
| 12/15/16 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|----------|--|--|
6. [16-1039](#) Consideration Of Resolution 2016-87/Ordinance 2016-49 To Be Entitled, "A Resolution And Ordinance To Annex 459, 463, 467 Franklin Road, Consisting Of 5.4 Acres, Located West Of Franklin Road And North Of Mack Hatcher Parkway And Adjoining The City Limits Within The Western Part Of The Franklin Urban Growth Boundary (UGB)." (12/15/16 FMPC 9-0; 1/10/17 1ST BOMA Reading 8-0; 02/14/17 2ND BOMA Reading 6-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen, Emily Hunter and Brad Baumgartner
- Attachments:** [Res 2016-87 Ord 2016-49 459 463 467 Franklin Road_with Map.Law Approved](#)
[459 463 467 Franklin Rd Annexation Map](#)
[Letter of Request - SIGNED](#)
[Annexation Application - SIGNED](#)
[Owner Affidavit - SIGNED](#)
[Phyllis Anexation documents \(Additional Property Owner\)](#)
- Legislative History**
- | | | |
|----------|--|--|
| 12/15/16 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|----------|--|--|
7. [16-1040](#) Consideration Of Ordinance 2016-50, To Be Entitled, "An Ordinance To Zone 5.4 Acres Detached Residential 1 (R-1) District, Hillside/Hillcrest Overlay (HHO) District, Berry's Chapel Character Area Overlay (BCCO- 7) District, And Designate The Development Standards As Being Appropriate For Either Traditional Or Conventional Area Development Standards, For The Property Located West Of Franklin Road And North Of Mack Hatcher Parkway, 459, 463, 467 Franklin Road."(12/15/16 FMPC 9-0; 01/10/17 WS, 1ST BOMA Reading 8-0; 02/14/17 2ND BOMA Reading 6-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Brad Baumgartner
- Attachments:** [Ord 2016-50 Zone 459 463 467 Franklin Road_with Map.Law Approved](#)
[459,463,467 Franklin Road Rezoning Map](#)
- Legislative History**

12/15/16 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

8. [16-0904](#) Consideration Of Ordinance 2016-45, To Be Entitled: "An Ordinance To Amend Chapter 3 Of The Zoning Ordinance Of The City Of Franklin, Tennessee, In Order To Add Parking Structures To The List Of Permitted New Uses/Encroachments In The FFO - Floodway Fringe Overlay District And Revise The Requirements For Parking Lots located in the FFO." (12/15/16 FMPC 9-0; 1/10/17 1ST BOMA Reading 8-0, 02/14/17 2ND BOMA Reading 6-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, Emily Hunter and James Svoboda

Attachments: [ORD 2016-45 Amend FFO Parking Structures Law Approved \(3\)](#)

Legislative History

10/27/16 Franklin Municipal Planning Commission referred as a Consent Item to the Franklin Municipal Planning Commission

12/15/16 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

9. [16-1038](#) Consideration Of Ordinance 2016-48, To Be Entitled, "An Ordinance To Rezone 1.30 Acres From Detached Residential 2 (R-2) District To General Office (GO) District, Located West Of Royal Oaks Boulevard And North Of Murfreesboro Road, 203 North Royal Oaks Boulevard." (12/15/16 FMPC 9-0; 1/10/17 1ST BOMA Reading 8-0; 02/14/17 2ND BOMA Reading 6-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Brad Baumgartner

Attachments: [Dodson and Herbert,Rezoning Map](#)
[Ord 2016-48 Dodson and Herbert Subd_with Map Law Approved](#)
[203 NRB Zoning Map-24x36](#)

Legislative History

12/15/16 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

10. [16-1089](#) Consideration of COF Contract 2016-0309, An Administrative Services Agreement Between Bluecross Blueshield Of Tennessee, Inc. And The City of Franklin, Tennessee. (01/10/17 WS)

Sponsors: Chris Clausi and Sara Sylvis

Attachments: [City of Franklin 2016 ASA clean](#)

11. [17-0032](#) Consideration of Resolution 2017-01, A Resolution Authorizing the Contribution of \$500,000 to the Williamson County Enrichment Center and Performing Arts Center. (01/10/17 WS)

Sponsors: Eric Stuckey

Attachments: [WillCo Funding Request 10-16](#)
[Resolution 2017-01 - Williamson Co Enrichment Center Contribution - 1-10-17.L](#)

12. [17-0016](#) Consideration of Resolution 2016-84, A Resolution Amending the Charter Relative to Ordinance or Resolution Adoption for Annexation or Deannexation of Property. (01/10/17 WS)

Sponsors: Shauna Billingsley

Attachments: [Final.2016-84_Res for Charter re Annexation.Law Approved](#)

13. [16-1060](#) CIP Update and Discussion of CIP Process and Second Tier Projects.

Sponsors: Eric Stuckey and Paul Holzen

Attachments: [CIP Presentation December 2016](#)
[CIP_FY2017-2026_BOMASelections_Weighted.pdf](#)

Legislative History

12/13/16	Work Session	recommended unfavorably to the Work Session
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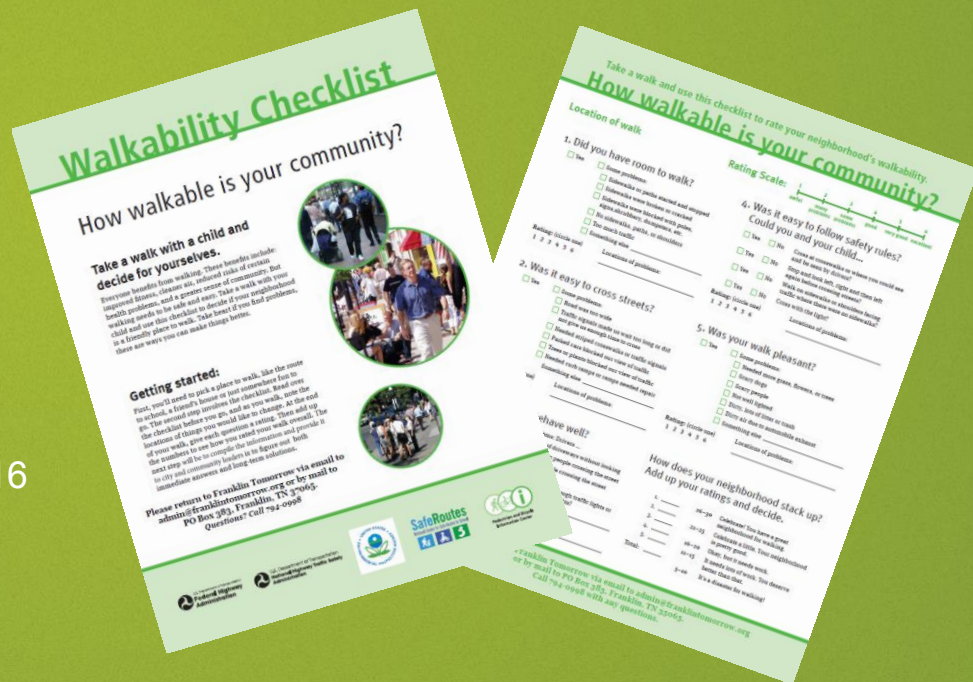
Other Business

Adjournment

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

209 Completed Surveys

Completed between September and October 2016



Walk to, from, along, or within...

72% felt that they did not have adequate room to walk

Specifically, 59% stated their ability to walk in or from their neighborhood as “awful” or had “many problems”

Top Reasons

No sidewalk, path, or shoulder



Sidewalk or path started and stopped



Crossing the street

People felt crossing the street was 50/50 in terms of ease

Specifically, 45% stated their ability to cross streets in or from their neighborhood was “awful” or had “many problems”

Top Reasons

Lack of a striped crosswalk or
lack of a traffic signal



Too much
traffic



Driver behavior

52% of respondents felt drivers behaved well

For those that said the driver did not behave well

Top Reasons

Drivers were driving too fast



Drivers did not yield to people crossing the street



Pleasantness of walk

57% of respondents did “not feel their walk was pleasant”

Specifically, 62% stated the pleasantness of their walk was “awful” to “some problems”

Top Reasons

No sidewalk or shoulder was too narrow



Lack of lighting or proper signage



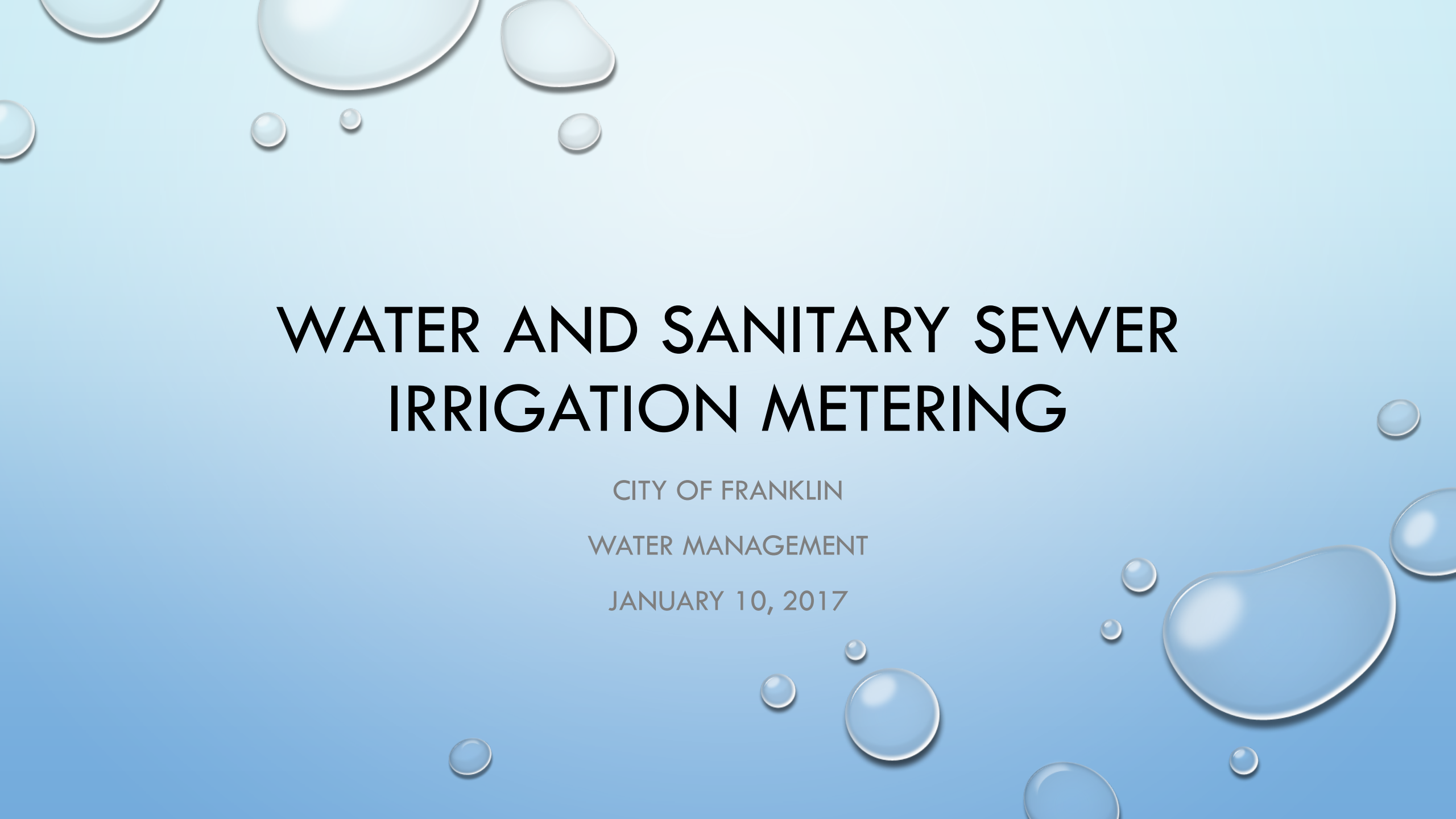
Overall

60% of respondents felt their neighborhood needs “some work to a lot of work” to be considered walkable



Whereas 40% felt their neighborhood was “good to great” in terms of a walkable neighborhood



The background is a light blue gradient with several realistic water droplets and bubbles of various sizes scattered across the surface. Some are at the top, some at the bottom, and some in the middle. They have highlights and shadows, giving them a 3D appearance.

WATER AND SANITARY SEWER IRRIGATION METERING

CITY OF FRANKLIN

WATER MANAGEMENT

JANUARY 10, 2017

IRRIGATION SYSTEMS

- EXISTING METHODOLOGIES TO RELATED TO IRRIGATION SYSTEMS
 - IRRIGATION METER IMPACT FEE
 - WATER USER FEES ASSOCIATED WITH IRRIGATION METERS IS THE SAME AS POTABLE WATER
 - DECLINING WASTEWATER RATE STRUCTURE THAT ACKNOWLEDGES INCREASED WATER CONSUMPTION CAN BE ASSOCIATED WITH IRRIGATION AND OTHER USES THAT MAY NOT ENTER THE WASTEWATER STREAM
 - INCLINING WATER RATE STRUCTURE TO CAPTURE COSTS ASSOCIATED WITH LARGE DEMANDS CAUSED BY IRRIGATION AND OTHER USES
- EXPRESSED CONCERNS OF EXISTING STRUCTURE
 - IMPACT FEE TOO COSTLY TO REALIZE AN ACCEPTABLE RETURN ON INVESTMENT
 - IRRIGATION THROUGH POTABLE WATER SERVICE LINE INCLUDES SANITARY SEWER FEES
- COMMON OPTIONS
 - IRRIGATION SYSTEM METERING
 - SEASONAL PRICING CONCEPT

Meter Size	Irrigation Meter Fee
3/4"	\$ 3,150
1"	\$ 4,725
1 1/2"	\$ 6,300
2"	\$ 7,875
3"	\$ 9,450
4"	\$ 11,025
6"	\$ 12,600
8"	\$ 14,175

IRRIGATION SYSTEM METERING

- OPERATIONS CONSIDERATIONS OF SEPARATE IRRIGATION METERS
 - IMPROVES METRICS ON WATER USAGE
 - MORE EQUITABLE WITH RESPECT TO SANITARY SEWER CHARGES
 - INCREASES CITY METERING INFRASTRUCTURE
 - POTENTIAL TO CONSIDERABLY INCREASE DEMANDS ON THE DRINKING WATER SYSTEM
- IMPACT FEE AND RATE CONSIDERATIONS
 - IRRIGATION METER IMPACT FEE STRUCTURE
 - AFFORDABILITY VS. EQUITABILITY
 - WATER NECESSITY VS. “LUXURY WATER”
 - IMPACTS TO WATER AND SANITARY SEWER USER RATES

IRRIGATION SYSTEM SEASONAL PRICING

- OPERATIONS CONSIDERATIONS OF SEPARATE IRRIGATION METERS
 - METRICS ON WATER USAGE RELIES MORE ON ESTIMATES
 - SANITARY SEWER CHARGES ARE BASED ON ESTIMATES IN SUMMER MONTHS; ACCURACY DECREASES
 - DECREASES CITY METERING INFRASTRUCTURE
 - POTENTIAL TO CONSIDERABLY INCREASE DEMANDS ON THE DRINKING WATER SYSTEM
- IMPACT FEE AND RATE CONSIDERATIONS
 - IRRIGATION METER IMPACT FEE STRUCTURE
 - AFFORDABILITY VS. EQUITABILITY
 - WATER NECESSITY VS. “LUXURY WATER”
 - IMPACTS TO WATER AND SANITARY SEWER USER RATES



DISCUSSION AND ANTICIPATED NEXT STEPS

- DRAFT A RECOMMENDED ORDINANCE IN CONJUNCTION WITH IMPACT FEE ORDINANCE;
ANTICIPATED IMPLEMENTATION OF JULY 1, 2017





HISTORIC
FRANKLIN
TENNESSEE

CERTIFICATE OF COMPLIANCE
RETAIL FOOD STORE WINE

(Publix Tennessee, LLC #1529) – (5021 Hughes Crossing Boulevard, Franklin, TN 37064)

The City of Franklin hereby certifies the following facts concerning application in the name of Michael H. Mayhew (Managing Agent) with Publix Tennessee, LLC, David Keith Everett (District Manager) and Executive Officers Randall T. Jones, John a Attaway, Jr., David Patrick Phillips, Joseph DiBenedetto, and Jeffrey G. Chamberlain, who have made application for a Certificate of Compliance to sell retail food store wine at 5021 Hughes Crossing Boulevard, Franklin, TN, 37064 which is within the corporate limits of the City of Franklin, Williamson, County, Tennessee:

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

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

This the 10th day of January, 2017

Dr. Ken Moore, Mayor
City of Franklin

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



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
(RENEWAL)**

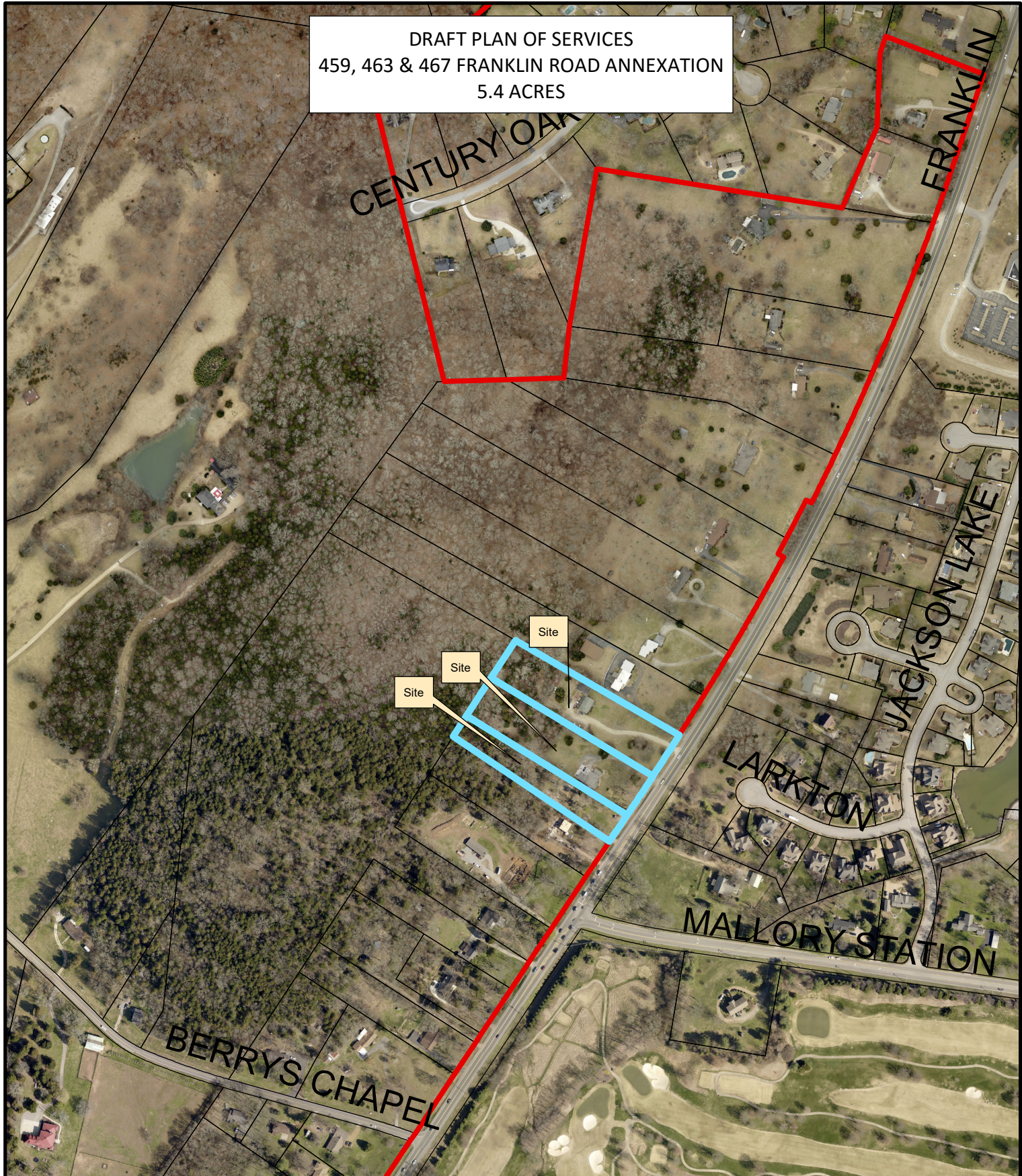
Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant Red Dog Wine & Spirits Inc. (Bard Quillman, Jr.), who has made application for a retailer's license to handle alcoholic beverages at 1031 Riverside Drive (Royal Oaks Boulevard), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and in the opinion of the undersigned, they will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 24th Day of January, 2017.

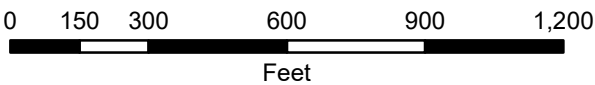
Dr. Ken Moore
Mayor

DRAFT PLAN OF SERVICES
459, 463 & 467 FRANKLIN ROAD ANNEXATION
5.4 ACRES



Legend

- Franklin Road Annexation
- Existing City Limits



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RESOLUTION 2016-45

TO BE ENTITLED: "A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 459, 463 AND 467 FRANKLIN ROAD, BY THE CITY OF FRANKLIN, TENNESSEE."

WHEREAS, *Tennessee Code Annotated* (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

WHEREAS, Barry Cowan and Phyllis Osborn ("Owners") of the properties located at 459, 463 and 467 Franklin Road ("Properties") petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee ("City"), to annex 5.4 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Properties are located west of Franklin Road and north of Mack Hatcher as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
053---02300	1.3
053---02100	2.1
053---02200	2.0
Total	5.4

The Properties adjoins the City limits within the Franklin Urban Growth Boundary (UGB) and comprises a total of 5.4 acres in 3 parcels The Properties are used as single family residential for all properties.

WHEREAS, this resolution shall bind the Owners and subsequent Owners of the Property; and

WHEREAS, the Franklin Municipal Planning Commission has reviewed and recommended approval of the Plan of Services for the annexation area; and

WHEREAS, a public hearing was held following public notice as required by *T.C.A.* § 6-51-102, as amended; and

WHEREAS, it is believed it is in the best interest of the City to adopt a Plan of Services for the area petitioned to be annexed in order to provide for future development in accordance with City standards; and

WHEREAS, this resolution shall not bind the City to later annex the Property.

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

SECTION I. Pursuant to the provisions of T.C.A. § 6-51-102, as amended, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

A. Water

The subject Properties are located in Mallory Valley's Water District. Water availability shall be approved and provided through Mallory Valley. The Owners shall be required to provide adequate fire flow and pressure to the proposed development.

B. Reclaimed Water

According to the City of Franklin's Municipal Code, reclaimed water systems need to be extended to a development if the development is within 1,000 feet of an existing reclaimed water line. In the case of these Properties, a 3500 feet extension would be required to serve the Properties. For this reason, reclaimed water will not be required to be extended to the subject Properties.

C. Wastewater

The Properties lie within the Spencer Creek Sanitary Sewer Basin as defined in the City of Franklin Sanitary Sewer Basin Study documents. The proposed Properties is anticipated to construct two (2) single family residential homes. This Property shall be served by an existing Manhole located on the eastern side of Franklin Road, directly across from the 467 Franklin Road Property, and be required to bore ± 140 feet under Franklin Road to extend sanitary sewer to the property. A manhole shall be set at the 467 Franklin Road Property line, outside the future right-of-way of Franklin Road, and an 8-inch sewer main extended to the south outside of the right-of-way to provide service to the 459 Franklin Road Property. The Owners shall ensure that existing septic fields are not impacted by the sanitary sewer construction. If the existing septic fields are impacted or damaged during construction of the sewer, the Owners shall be responsible for all work and fees necessary to tie the impacted properties on to City sewer. In addition, the Owners shall be required to dedicate an exclusive sewer easement outside of the future right-of-way of Franklin Road and extending from the constructed sanitary sewer to the adjacent properties. The Owners shall be responsible for the engineering, design, easement acquisition and construction of the necessary sanitary sewer infrastructure for the development of this Property and shall comply with all requirements as outlined in the Franklin Municipal Code.

D. Stormwater

The Owners shall be responsible for the engineering, design and construction of the necessary Stormwater infrastructure for the development of this Properties and shall comply with all requirements as outlined in the Franklin Municipal Code. As the Properties develop, the City of Franklin will charge prevailing stormwater user fees per policies and procedures as outline in the Franklin Municipal Code.

E. Streets

Access to the Properties shall be provided on Franklin Road via the existing drive cuts. No additional access to Franklin Road shall be allowed by the City of Franklin. Franklin Road is classified as a Major Arterial in the City of Franklin Major Thoroughfare Plan. The Owners shall be required to dedicate the necessary future right-of-way for Franklin Road to allow the City to make future improvements as this area of the City continues to develop. The Owners shall be required to dedicate 62 feet of right-of-way from the existing centerline of Franklin Road as part of the final plat.

- F. Traffic Control
Traffic signals, traffic signs, street markings, and other traffic-control devices will be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time. New development after the effective date of annexation shall comply with City regulations governing traffic markings.
- G. Street Lighting
No off-site street lighting is proposed at this time. Street lighting within new developments shall be funded and installed by the Owners per City policy.
- H. Street Name Signs
1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.
- I. Fire Protection
1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.
- J. Planning and Zoning
1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. The properties are located in the Berry's Chapel Character Area – 7 (BCCO-7). Established land uses include homesteads, farmsteads and large estate single family residential uses. Future development will be limited and may include clustered residential and institutional uses that maintain substantial areas of open space and preserve rural view sheds. Franklin Road in this area is considered to be the last rural gateway into Central Franklin. This area is unique and has tremendous scenic value to the community. As such, it will remain a prominent and important gateway and corridor into Central Franklin.
3. Upon annexation, the Properties will be zoned by the Board of Mayor and Aldermen, pursuant to the requirements of the Franklin Zoning Ordinance with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area.
- K. Parks and Recreation
1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Dedication Ordinance.
- L. Police Protection
1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

SECTION II. This Resolution shall take effect from and after its adoption.

ADOPTED THIS _____.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

DRAFT PLAN OF SERVICES
459, 463 & 467 FRANKLIN ROAD ANNEXATION
5.4 ACRES



Legend

 459 463 & 467 Franklin Road

Properties Under Consideration

 Properties Under Consideration

 Existing City Limits

0 250 500 1,000 1,500 2,000
Feet



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**RESOLUTION 2016-87
ORDINANCE 2016-49**

TO BE ENTITLED, "A RESOLUTION AND ORDINANCE TO ANNEX 459, 463, 467 FRANKLIN ROAD, CONSISTING OF 5.4 ACRES, PROPERTIES LOCATED WEST OF FRANKLIN ROAD AND NORTH OF MACK HATCHER PARKWAY AND ADJOINING THE CITY LIMITS WITHIN THE WESTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB)."

WHEREAS, Barry Cowan and Phyllis Osborn, ("Owners") of property located at 459, 463, 467 Franklin Road ("Property") petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee ("City"), to annex 5.4 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Franklin Municipal Planning Commission (FMPC) has reviewed and recommended approval of the proposed annexation and Plan of Services for the annexation area; and

WHEREAS, a public hearing was held following public notice as required by *Tennessee Code Annotated* Title 6, Chapter 51, as amended; and

WHEREAS, the BOMA has adopted a Plan of Services for the annexation area as described in Resolution 2016-45 and

WHEREAS, the BOMA has determined that it is in the best interest of its existing residents to annex the Property described herein and that failure to annex said property will inhibit the prosperity of the City and endanger the health, safety and welfare of its inhabitants.

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

SECTION I. That the following described Property shall be, and is hereby, annexed in and to the corporate limits of the City of Franklin, Tennessee:

PREMISES CONSIDERED

Address	Map-Parcel	Acres
459 Franklin Rd	053---02300	1.3
467 Franklin Rd	053---02100	2.1
463 Franklin Rd	053---02200	2.0
	Total	5.4

SECTION II: That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Resolution and Ordinance.

SECTION III: That the annexed Property shall become part of Aldermanic Ward 2.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

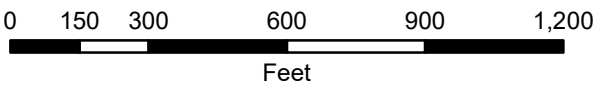
PASSED THIRD READING:

459, 463 & 467 FRANKLIN ROAD ANNEXATION
RESOLUTION 2016-87 ORDINANCE 49
FRANKLIN PLANNING COMMISSION
12/15/2016



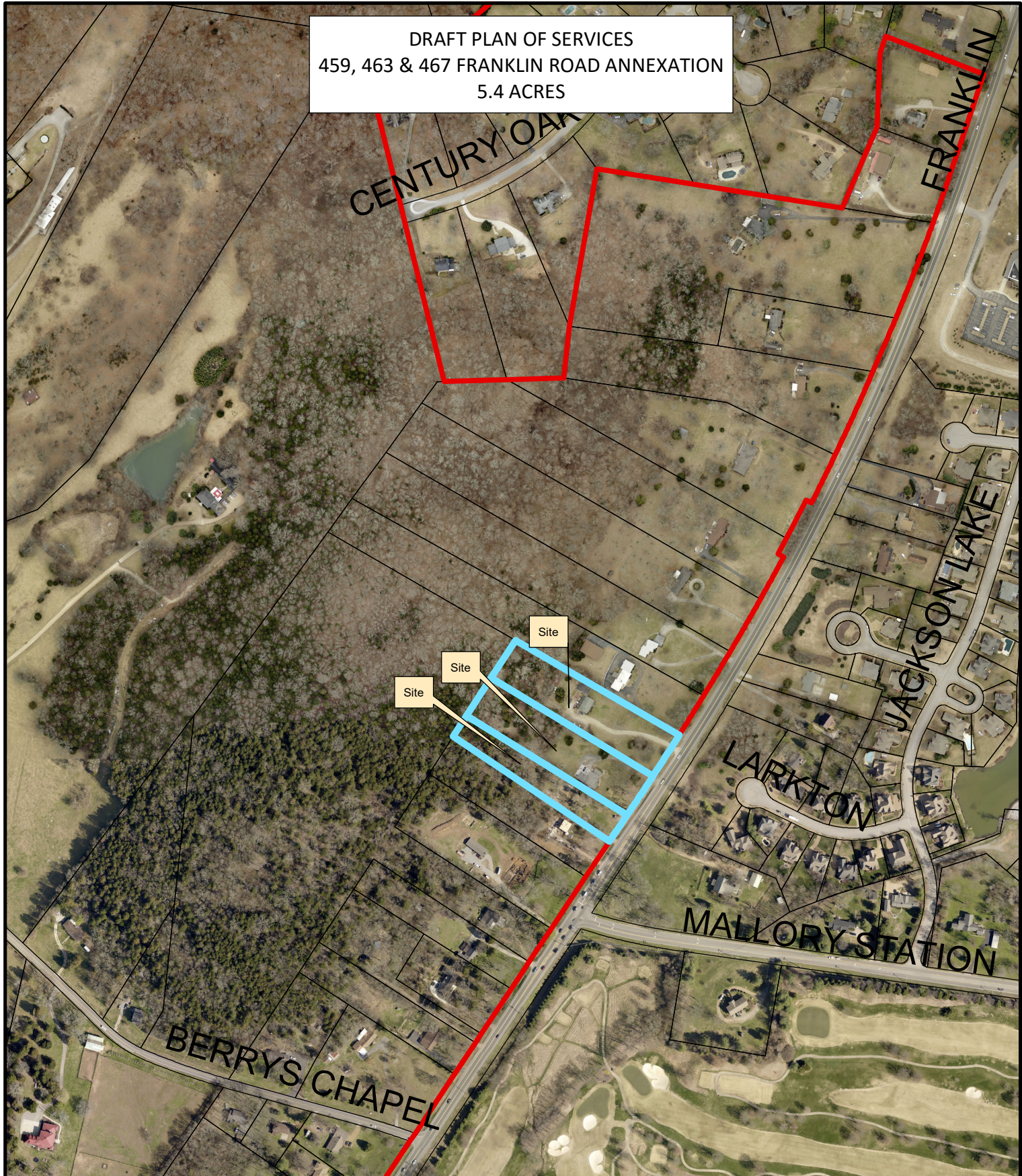
Legend

-  Franklin Road Annexation
-  Existing City Limits



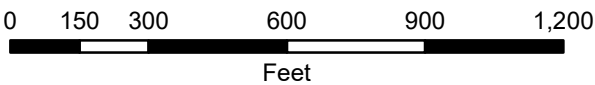
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DRAFT PLAN OF SERVICES
459, 463 & 467 FRANKLIN ROAD ANNEXATION
5.4 ACRES



Legend

- Franklin Road Annexation
- Existing City Limits



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July 14, 2016

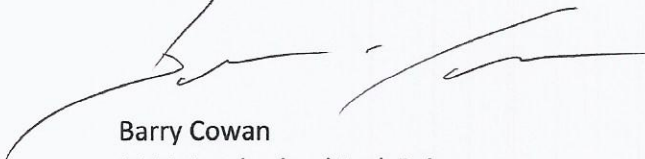
TO: City of Franklin Planning Department
109 3rd Ave. South
PO Box 305
Franklin, TN 37065-0305

RE: Annexation of 459 & 467 Franklin Road

To Whom It May Concern:

As the owner of 459 and 467 Franklin Road, I am formally requesting consideration by the City of Franklin to annex our property. The purpose for the annexation is to build single family residences that are served with sanitary sewer by the City of Franklin. Currently our property soil does not percolate water to the point that a septic system can be installed. Should you need additional information regarding this request we would be happy to provide whatever is necessary.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barry Cowan', with a long horizontal flourish extending to the right.

Barry Cowan
1011 Cumberland Park Drive
Franklin, TN 37069
812-201-3580
bcowan@customblenders.net

ANNEXATION REQUEST APPLICATION

FRANKLIN, TENNESSEE

LOT ADDRESS: 459 and 467 Franklin Road, Franklin, TN 37067

PROPOSED ZONING:
R-1

PROPOSED LAND USE:
Single Family

LOT ACREAGE:
459 - 1.3 acres; 467 - 2.1 acres

CHARACTER AREA:
Berrys Chapel Character Area - 3

PHYSICAL DESCRIPTION OF SITE:
459 - Demolished Single Family Home
467 - Demolished Single Family Home

LAND USE PLAN LANGUAGE FOR CHARACTER AREA:

BCCO3 is predominantly attached and detached residential, which matches the proposed use. The proposed single family homes will be outside the conservation area for hillsides and steep slopes.

REQUEST LETTER:

Check ☒ if included

OWNER AFFIDAVIT:

Check ☒ if included

DRAWINGS/ ILLUSTRATIONS:

Check if ☒ included

OTHER INFORMATION:

The primary purpose of this annexation request is to gain access to sanitary sewer.
The current property soils do not percolate properly for a septic system.

APPLICANT NAME, ADDRESS, PHONE

Barry Cowan, 1011 Cumberland Park Drive, Franklin, TN 37069
812-201-3580

AGENT NAME, ADDRESS, PHONE

Adam Crunk, PE 1894 Gen. Geo. Patton Dr. Suite 600,
Franklin, TN 37067 615-873-1795

Signature:

Date:

7-14-16

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Barry Cowan

(Please print Name/Names in Full)

being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the property described as:

Map 53 Parcels 21 & 23

(Property Parcel/Tax ID Number)

and located at:

459 and 467 Franklin Road, Franklin, TN 37067

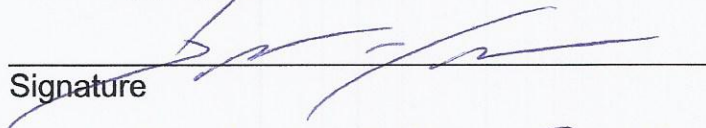
(Street Address)

am fully aware of the request for development approval in the City of Franklin, Tennessee. Furthermore, (I)/ (we) hereby appoint

Adam Crunk, PE

(Please print Name/Names in Full)

to act as my/our authorized agent on my/our behalf on all matters pertaining to the processing and obtaining the application with the exception of legal documents for recording purposes.

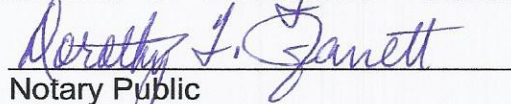

Signature

1011 Cumberland PK. DR. Franklin TN
Property Owner Mailing Address

Franklin TN 37069
City, State & Zip

Subscribed and sworn to before me this

13th day of July, 2016.


Notary Public



My Commission Expires: 03/23/2019

August 16, 2016

TO: City of Franklin Planning Department
109 3rd Ave. South
PO Box 305
Franklin, TN 37065-0305

RE: Annexation of 463 Franklin Road

To Whom It May Concern:

As the owner of 463 Franklin Road, I am formally requesting consideration by the City of Franklin to annex my property. The purpose for the annexation is to be served with sanitary sewer by the City of Franklin. Currently our property soil does not percolate water to the point that a septic system will be viable long term. Should you need additional information regarding this request we would be happy to provide whatever is necessary.

Sincerely,



Phyllis Osborn
463 Franklin Rd.
Franklin, TN 37069

ANNEXATION REQUEST APPLICATION

FRANKLIN, TENNESSEE

LOT ADDRESS: 463 Franklin Road, Franklin, TN 37067

PROPOSED ZONING:
R-1

PROPOSED LAND USE:
Single Family

LOT ACREAGE:
2.0 acres

CHARACTER AREA:
Berrys Chapel Character Area - 3

PHYSICAL DESCRIPTION OF SITE:
Existing Single Family Home

LAND USE PLAN LANGUAGE FOR CHARACTER AREA:

BCCO3 is predominantly attached and detached residential, which matches the current use.

REQUEST LETTER:

Check ☒ if included

OWNER AFFIDAVIT:

Check ☒ if included

DRAWINGS/ ILLUSTRATIONS:

Check ☒ if included

OTHER INFORMATION:

The primary purpose of this annexation request is to gain access to sanitary sewer.
The current property soils do not percolate properly for a septic system.

APPLICANT NAME, ADDRESS, PHONE	AGENT NAME, ADDRESS, PHONE
Phyllis Osborn, 463 Franklin Rd., Franklin, TN 37069	Adam Crunk, PE 1894 Gen. Geo. Patton Dr. Suite 600, Franklin, TN 37067 615-873-1795
Signature: <i>Phyllis Osborn</i>	Date: <i>Sept 6, 2016</i>

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Phyllis Osborn

(Please print Name/Names in Full)

being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the property described as:

Map 53 Parcel 22

(Property Parcel/Tax ID Number)

and located at:

463 Franklin Rd. Franklin, TN 37069

(Street Address)

am fully aware of the request for development approval in the City of Franklin, Tennessee. Furthermore, (I)/ (we) hereby appoint

Adam Crunk, PE

(Please print Name/Names in Full)

to act as my/our authorized agent on my/our behalf on all matters pertaining to the processing and obtaining the application with the exception of legal documents for recording purposes.

Phyllis Osborn
Signature

463 Franklin Road
Property Owner Mailing Address

Franklin, TN 37069
City, State & Zip

Subscribed and sworn to before me this

6 day of Sept., 2016.

Pam A. Pedrick
Notary Public

My Commission Expires: 2/19/18



ORDINANCE 2016-50

TO BE ENTITLED, “AN ORDINANCE TO ZONE 5.4 ACRES DETACHED RESIDENTIAL 1 (R-1) DISTRICT, HILLSIDE/HILLCREST OVERLAY (HHO) DISTRICT, BERRYS CHAPEL CHARACTER AREA OVERLAY (BCCO- 7) DISTRICT, AND DESIGNATE THE DEVELOPMENT STANDARDS AS BEING APPROPRIATE FOR EITHER TRADITIONAL OR CONVENTIONAL AREA DEVELOPMENT STANDARDS, FOR THE PROPERTY LOCATED WEST OF FRANKLIN ROAD AND NORTH OF MACK HATCHER PARKWAY, 459, 463, 467 FRANKLIN ROAD.”

WHEREAS, Barry Cowan and Phyllis Osborn, (“Owners”) of property located at 459, 463, 467 Franklin Road (“Property”) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (“City”), to annex 5.4 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the BOMA has adopted a Plan of Services and annexed the property as described in Resolution 2016-45 and Resolution 2016-87/Ordinance 2016-49 and

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the Detached Residential 1 (R-1) District, Hillside/Hillcrest Overlay (HHO) District, Berrys Chapel Character Area Overlay (BCCO-7) District, and Either Traditional or Conventional Development Standards, provide zoning for land uses compatible with both the Franklin Land Use Plan and the surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission (FMPC).

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

SECTION I. That the following described Property shall be, and is hereby, zoned the following: Detached Residential 1 (R-1) District, Hillside/Hillcrest Overlay (HHO) District, Berrys Chapel Character Area (BCCO-7) District, and Designated as appropriate for Either Traditional or Conventional Development Standards.

PREMISES CONSIDERED

Address	Map-Parcel	Acres
459 Franklin Rd	053---02300	1.3
467 Franklin Rd	053---02100	2.1
463 Franklin Rd	053---02200	2.0
	Total	5.4

SECTION II: That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

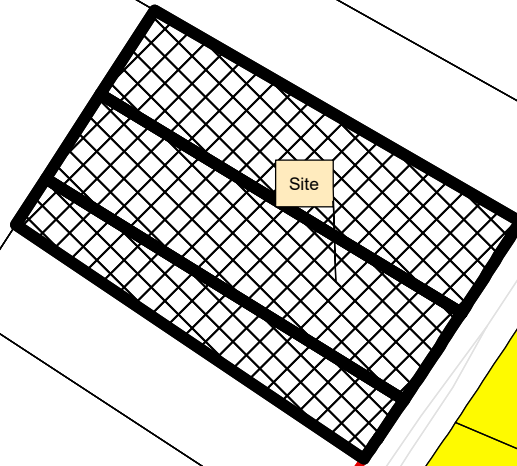
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

459,463,467 FRANKLIN ROAD, REZONING
ORDINANCE 2016-50
FRANKLIN MUNICIPAL PLANNING COMMISSION
12/15/16



Project Information

Existing Zoning: County
Proposed Zoning: Detached Residential 1 (R-1)
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: BCCO-7
Development Standard: Traditional
Other Overlays: HHO
Site Acreage: 5.4 Acres

459 463 467 Franklin Road	SD-R Specific Development-Residential
AG Agricultural District	SD-X Specific Development-Variety
ER Estate Residential	OR Office Residential District
R-1 Residential District	GO General Office District
R-2 Residential District	CC Central Commercial District
R-3 Residential District	NC Neighborhood Commercial District
R-6 Residential District	GC General Commercial District
RM-10 Attached 10 Residential District	LI Light Industrial District
RM-15 Attached 15 Residential District	HI Heavy Industrial District
RM-20 Attached 20 Residential District	CI Civic and Institutional District



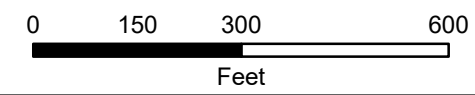
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Feet

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459,463,467 FRANKLIN ROAD, REZONING
ORDINANCE 2016-50
FRANKLIN MUNICIPAL PLANNING COMMISSION
12/15/16

Project Information
Existing Zoning: County
Proposed Zoning: Detached Residential 1 (R-1)
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: BCCO-7
Development Standard: Traditional
Other Overlays: HHO
Site Acreage: 5.4 Acres

- | | |
|---|---|
|  459 463 467 Franklin Road |  SD-R Specific Development-Residential |
|  AG Agricultural District |  SD-X Specific Development-Variety |
|  ER Estate Residential |  OR Office Residential District |
|  R-1 Residential District |  GO General Office District |
|  R-2 Residential District |  CC Central Commercial District |
|  R-3 Residential District |  NC Neighborhood Commercial District |
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|  RM-15 Attached 15 Residential District |  HI Heavy Industrial District |
|  RM-20 Attached 20 Residential District |  CI Civic and Institutional District |



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ORDINANCE 2016-45

TO BE ENTITLED: "AN ORDINANCE TO AMEND CHAPTER 3 OF THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, IN ORDER TO ADD PARKING STRUCTURES TO THE LIST OF PERMITTED NEW USES/ENCROACHMENTS IN THE FFO - FLOODWAY FRINGE OVERLAY DISTRICT AND REVISE THE REQUIREMENTS FOR PARKING LOTS LOCATED IN THE FFO."

WHEREAS, the City of Franklin, Tennessee, wishes to allow for the development of parking structures within the floodway fringe; and

WHEREAS, this text amendment modifies the FFO – Floodway Fringe Overlay District to permit parking structures to encroach and be constructed within the FFO – Floodway Fringe Overlay District in accordance with the specific standards established by this Ordinance; and

WHEREAS, this text amendment also revises the requirements for the construction of parking lots located in the FFO to be consistent with the stormwater management ordinance requirements; and

WHEREAS, new development within the FFO and floodway fringe must meet the floodplain protection standards and stormwater management requirements adopted by the City of Franklin; and

WHEREAS, this text amendment is in the best interest of the citizens of Franklin.

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

SECTION I. That Chapter 3, Section 3.4, Subsection 3.4.5 (2) (a) of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

3.4.5 FFO—Floodway Fringe Overlay District

(2) Permitted Uses

All uses shall also comply with the requirements of the Stormwater Management Ordinance.

(a) The following shall be permitted new uses/encroachments:

(v) Floodplain alternation conducted in accordance with the city's stormwater management ordinance; ~~and~~

(vi) Parking lots, ~~completely constructed of pervious pavers, pervious asphalt, or pervious concrete; and~~

(vii) Parking Structures, constructed in accordance with the following standards:

- (a) Parking Structures shall be constructed in accordance with the requirements of the Building Code, Stormwater Management Ordinance, and Subsection 5.8.5, Floodplain Protection; and
- (b) No other use(s) shall be permitted to be constructed above, or as part of the parking structure, unless such use(s) is located outside of the FFO, and is constructed in accordance with the requirements of Subsection 5.8.5, Floodplain Protection; and
- (c) Foundation perimeter walls shall be constructed in accordance with the requirements of Subsection 5.8.5, Floodplain Protection; and
- (d) Parking structures constructed and elevated on support piers shall be constructed as follows:
 - (i) A minimum of seven (7) feet of clearance from the ground level to the bottom of the first level of the parking structure shall be provided in order to allow for the maintenance and access of equipment below the elevated parking structure. Upon the request of any owner of property to which this Subsection applies, the DRT may approve an alternative minimum clearance which is not in strict compliance with the requirements of this Section, if the DRT finds that such alternative clearance meets the intent and purpose of the requirements of this Section and the Stormwater Management Ordinance. In making the determination, the DRT may consider any site specific design constraints, floodplain standards, stormwater management requirements, and other natural or man-made elements which could impact a proposal's conformance to these standards.
 - (ii) If parking is provided at ground level (at-grade), the minimum clearance shall be as required by the Building Code.
- (e) Ground level (at-grade) parking located below an elevated parking structure shall be screened, insofar as practicable, from surrounding uses and from public view as required by Subsection 5.4.5, Vehicular Use Area Landscape, and as permitted by Subsection 5.8.5, Floodplain Protection; and
- (f) Basement or below ground level (grade) parking shall be prohibited.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

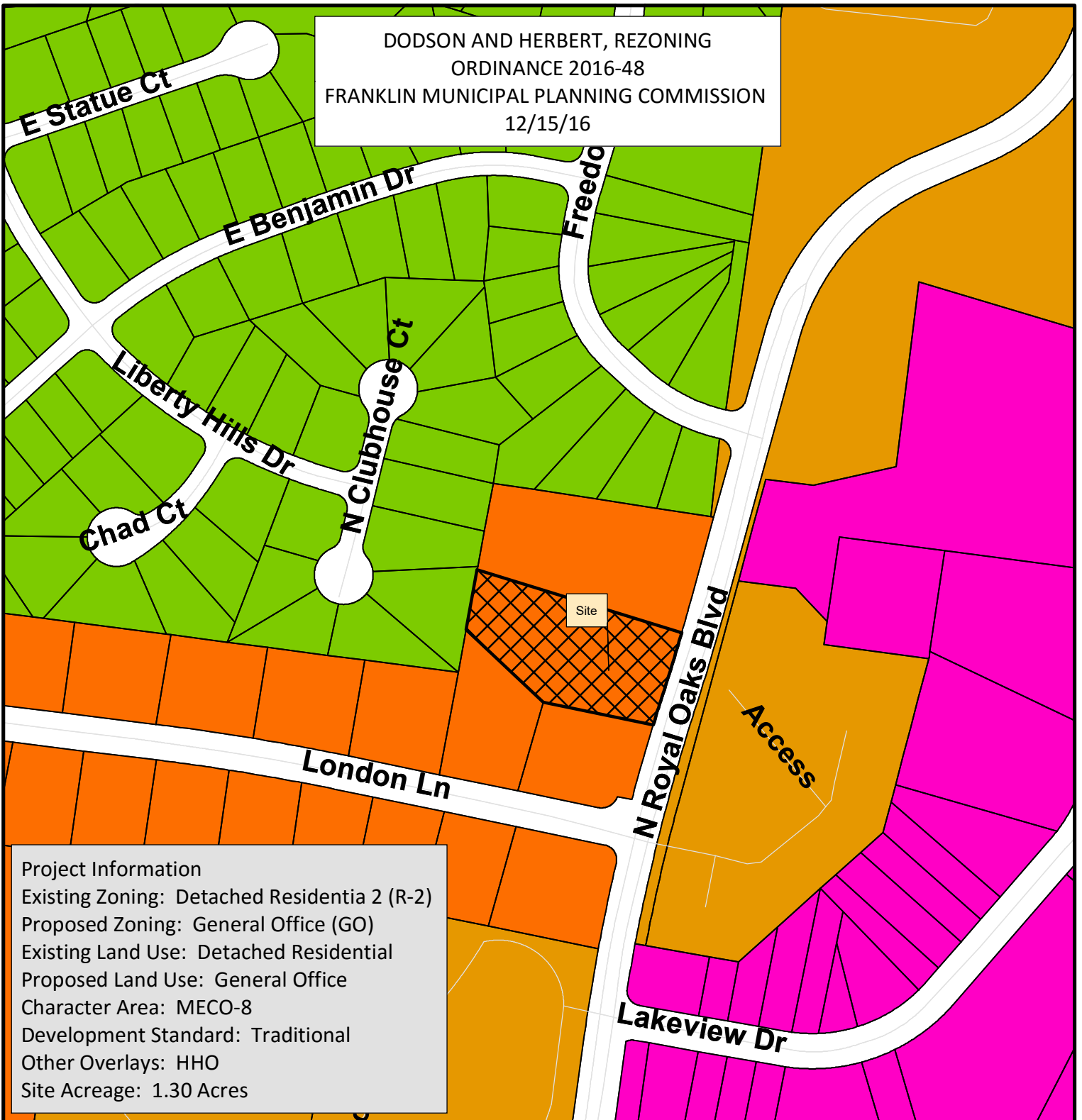
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

DODSON AND HERBERT, REZONING
ORDINANCE 2016-48
FRANKLIN MUNICIPAL PLANNING COMMISSION
12/15/16



Project Information

Existing Zoning: Detached Residential 2 (R-2)
Proposed Zoning: General Office (GO)
Existing Land Use: Detached Residential
Proposed Land Use: General Office
Character Area: MECO-8
Development Standard: Traditional
Other Overlays: HHO
Site Acreage: 1.30 Acres

Dodson & Herbert	SD-R Specific Development-Residential
AG Agricultural District	SD-X Specific Development-Variety
ER Estate Residential	OR Office Residential District
R-1 Residential District	GO General Office District
R-2 Residential District	CC Central Commercial District
R-3 Residential District	NC Neighborhood Commercial District
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RM-10 Attached 10 Residential District	LI Light Industrial District
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ORDINANCE 2016-48

TO BE ENTITLED, "AN ORDINANCE TO REZONE 1.30 ACRES FROM DETACHED RESIDENTIAL 2 (R-2) DISTRICT TO GENERAL OFFICE (GO) DISTRICT FOR THE PROPERTY LOCATED WEST OF ROYAL OAKS BOULEVARD AND NORTH OF MURFREESBORO ROAD 203 NORTH ROYAL OAKS BOULEVARD."

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the General Office (GO) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Detached Residential 2 (R-2) District to General Office (GO) District:

PREMISES CONSIDERED

Map-Parcel	Acres
079-A-02801	1.30
Total	1.30

Being Lot 1 on the plan of Dodson and Herbert Subdivision of record in Plat Book P34 page 69 Register's Office for Williamson County, Tennessee and described as follows:

Located in the 9th Civil District of Williamson County, Tennessee. Said lot located on the western R.O.W. of Royal Oaks Boulevard 170' north of its intersection with London Lane and is more particularly described as follows:

Commencing at the intersection of Royal Oaks Boulevard and London Lane, thence running with the centerline of Royal Oaks Boulevard; N 08 deg. 12' 12" W. 1720.20' to the point of beginning at the southeast corner of Lot 1. Thence with the north line of Lot 260 in Royal Oaks Subdivision, S 79 deg. 10' 42" W. 217.66 feet passing through an iron pin set this survey at 16.83; to an iron pin set this survey; thence with the north line of Lot 259 in Royal Oaks Subdivision, N 69 deg. 43' 41" W 167.59 feet to an iron pin found; thence with the east line of Lot 194 in Liberty Hills Subdivision N 16 deg. 34' 38" W 105.16 feet to a concrete monument set this survey; thence with the division line between lots 1 and 2 of the Dodson and Herbert Subdivision, N 81 deg. 18' 04" W 370.72 feet to a point passing through an iron pin set this survey at 365.69 feet; thence with the west R.O.W. of Royal Oaks Boulevard S 11 deg. 13' 24" E, 177.45 feet to the point of beginning containing 1.39 acres more or less based on a survey by Wilson and Associates, P.C. October 25, 2002.

Included in the above description is a permanent R.O.W. across the eastern portion of Lot 1 that is dedicated to the City of Franklin on the plat of Dodson and Herbert Subdivision

of record in Plat Book 34 page 69 Register's Office for Williamson County, Tennessee and is more particularly described as follows:

Commencing at the southeast corner of Lot 1 thence running with the south line of Lot 1 S 70 deg. 10' 42" W 16.83 feet to an iron pin; thence across the eastern side of Lot 1, N 07 deg. 25' 09" W. 177.93 feet to an iron pin; thence with the south line of Lot 2 N 81 deg. 18' 04" E 5.03 feet to a point thence with the east line of Lot 1 S 11 deg. 13' 24" E 177.45 feet to the point of beginning containing 0.04 acres more or less.

SECTION II. That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

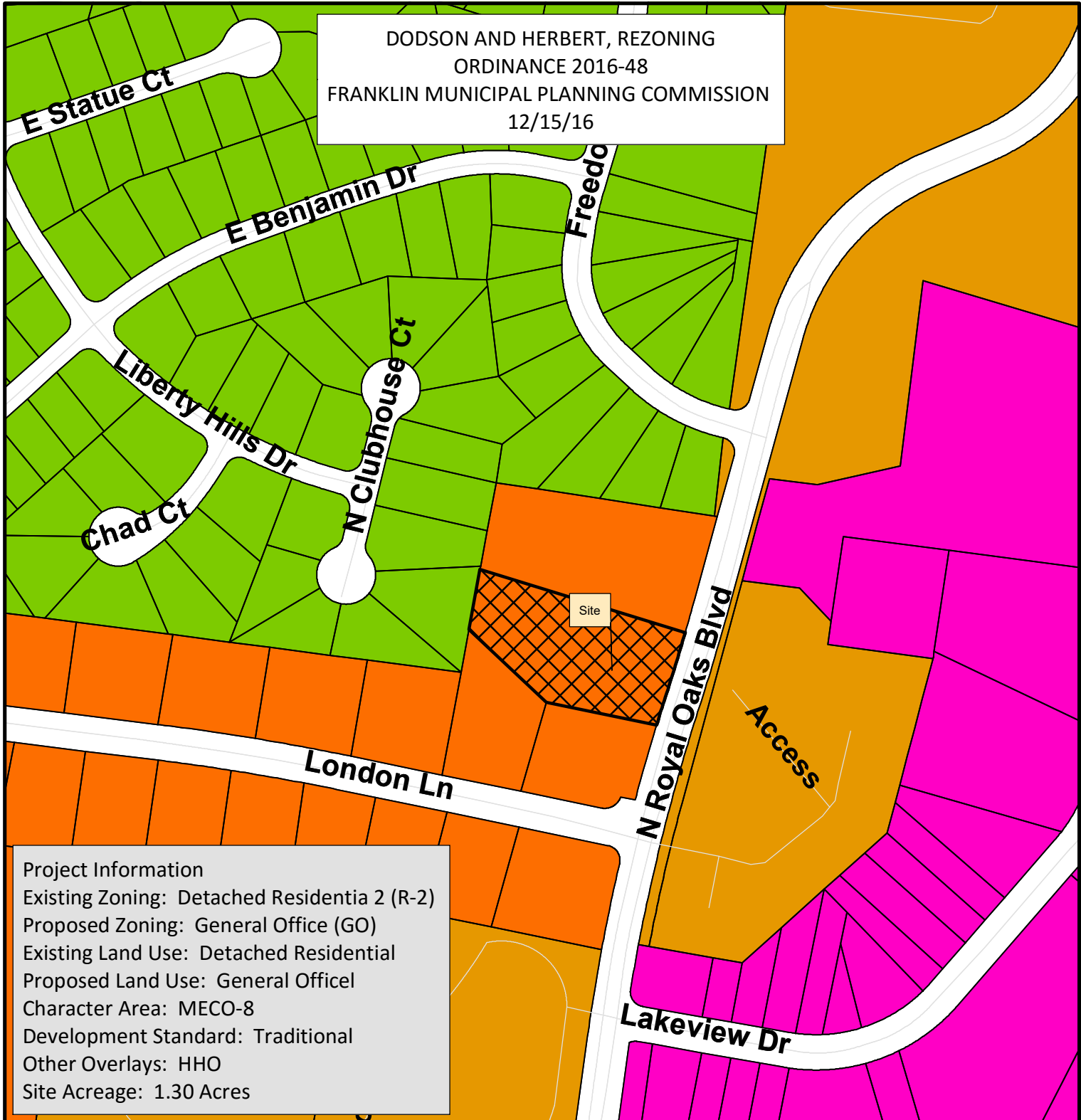
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

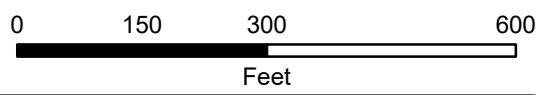
PASSED THIRD READING:

DODSON AND HERBERT, REZONING
ORDINANCE 2016-48
FRANKLIN MUNICIPAL PLANNING COMMISSION
12/15/16



Project Information
 Existing Zoning: Detached Residential 2 (R-2)
 Proposed Zoning: General Office (GO)
 Existing Land Use: Detached Residential
 Proposed Land Use: General Office
 Character Area: MECO-8
 Development Standard: Traditional
 Other Overlays: HHO
 Site Acreage: 1.30 Acres

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



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STATEMENT OF IMPACTS

Traffic - The proposed property currently serves as a one single family home. Converting the existing structure to an office would result in one to two additional peak hour trips on North Royal Oaks Blvd, which is a Major Arterial.

Water and Sewer Impacts - The property is located in an area served by City of Franklin Water and Sewer. Converting the existing home into an office would result in a net decrease in water/sewer usage from 350 gpd to 306 gpd. The property was connected to sewer within the last couple of years.

Drainage - Currently, the property drains toward a ditch in N. Royal Oaks. The drainage pattern of the property will not change with this rezoning. Any potential work that would add new impervious areas would have to be evaluated and meet City of Franklin requirements for stormwater detention and water quality.

Reclaimed Water - Reclaimed water is not available at this site.

SITE DATA

ADDRESS: 203 N ROYAL OAKS BLVD, FRANKLIN, TENNESSEE 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9TH
MAP, GROUP AND PARCEL NUMBERS: WILLIAMSON CO. TAX MAP 79, 02801
EXISTING ZONING: R-2 (RESIDENTIAL DISTRICT)
PROPOSED ZONING: GO (GENERAL OFFICE DISTRICT)
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
ACREAGE OF SITE: 1.30 ACRES
MINERAL RIGHTS: RIGHTS RETAINED BY OWNER

DEVELOPMENT SUMMARY

PLAN PREPARATION DATE: OCTOBER 24, 2016
CIVIL ENGINEER: CRUNK ENGINEERING LLC
1894 GEN. GEORGE PATTON DR.
SUITE 600
FRANKLIN, TN
615-873-1795
CONTACT: ADAM CRUNK, PE
adam@crunkeng.com
OWNER: BRENT SANDERS
203 NORTH ROYAL OAKS BLVD.
FRANKLIN, TN 37067
brent@mcarthursanders.com
(615) 370-4663



	PRCLUD	DEED / PLAT	LAND USE	OWNER	ZONING
1	079G A 02600	DB 1285 DP 365, PB 3 PP 49	RESIDENTIAL	MITCHELL JAMES & STOJ ANNE-MARIE	R-2
2	079G A 02500	DB 5716 DP 125, PB 3 PP 49	RESIDENTIAL	BESS KYLE M & BESS BRENDA A	R-2
3	079G A 02400	DB 1088 DP 242, PB 3 PP 49	RESIDENTIAL	ANDREWS NEIL R & ANDREWS SUSAN E	R-2
4	079G A 02300	DB 6130 DP 835, PB 3 PP 49	RESIDENTIAL	COLEMAN REBECCA	R-2
5	079G A 02200	DB 3866 DP 252, PB 3 PP 49	RESIDENTIAL	GAMBLE SUSAN M	R-2
6	079G A 03200	DB - N/A, PB 3 PP 49	RESIDENTIAL	VON ILG GARY R & VON ILG CAROLYN	R-2
7	079G A 03100	DB 3591 DP 112, PB 3 PP 49	RESIDENTIAL	STOKES ALAN DOUGLAS & STOKES KENDYL L	R-2
8	079G A 03000	DB - N/A, PB 3 PP 49	RESIDENTIAL	HERBERT MARY E	R-2
9	079G A 02900	DB 6292 DP 969, PB 3 PP 49	RESIDENTIAL	LAWRENCE SIMON & LAWRENCE AMANDA	R-2
10	079G A 02800	DB 3898 DP 204, PB 3 PP 49	RESIDENTIAL	MCKELVY RAY ANTHONY SR & ADRIAN ROBYN C	R-2
11	079H I 02700	DB 6815 DP 74, PB 18 PP 106	RESIDENTIAL	VEACH ANTHONY R & VEACH DEBORAH	R-3
12	079H I 02800	DB 6361 DP 483, PB 18 PP 106	RESIDENTIAL	HSU MYRON	R-3
13	079H I 02900	DB 1487 DP 893, PB 18 PP 106	RESIDENTIAL	BELOG PETE E & BELOG JOY B	R-3
14	079H I 03000	DB 6784 DP 205, PB 18 PP 106	RESIDENTIAL	STRASSER NATHAN P & STRASSER SARAH W	R-3
15	079H I 03100	DB 6253 DP 471, PB 18 PP 106	RESIDENTIAL	MORY RICK & MORY RACHEL	R-3
16	079H I 03200	DB 1442 DP 176, PB 18 PP 106	RESIDENTIAL	PENDERGRAST RICHAH & PENDERGRAST NANCY LYNN	R-3
17	079H I 03300	DB 2383 DP 22, PB 18 PP 106	RESIDENTIAL	LOCKE CHARLES A & LOCKE NANCY A	R-3
18	079H I 03400	DB 2284 DP 890, PB 18 PP 106	RESIDENTIAL	BOYETT SUZANNE	R-3
19	079H I 03500	DB 6226 DP 329, PB 24 PP 20	RESIDENTIAL	FROST MILES CODY & FROST KACEY ELLIS	R-3
20	079H I 03600	DB 6559 DP 710, PB 23 PP 8	RESIDENTIAL	POLLARD MICHAEL & POLLARD STACIE	R-3
21	079H I 03700	DB 1434 DP 608, PB 23 PP 8	RESIDENTIAL	PATEL DAHYABHAI V & PATEL KAILAS D	R-3
22	079H I 03800	DB 5399 DP 59, PB 21 PP 42	RESIDENTIAL	CASON JAMES E	R-3
23	079H I 03900	DB 5587 DP 619, PB 21 PP 42	RESIDENTIAL	SARGENT MARK	R-3
24	079H I 04000	DB 3644 DP 199, PB 18 PP 106	RESIDENTIAL	ROTH GERALD H & ROTH LISA M	R-3
25	079H I 04100	DB 3798 DP 389, PB 18 PP 106	RESIDENTIAL	HINTERMAN CHARLES RAYMOND & HINTERMAN SANDRA HILL	R-3
26	079H I 04200	DB 3760 DP 72, PB 21 PP 42	RESIDENTIAL	WOODS CHARLES E & WOODS MONICA E	R-3
27	079H I 01900	DB 3168 DP 893, PB 18 PP 106	RESIDENTIAL	DEQUEZADA MARIA ELENA	R-3
28	079H I 02600	DB 6111 DP 403, PB 18 PP 106	RESIDENTIAL	MORTON SONDRRA D & MORTON CHRISTOPHER G H	R-3
29	079H I 02500	DB 3609 DP 174, PB 18 PP 106	RESIDENTIAL	EBERLE BENJAMIN R & EBERLE DEIDRE B	R-3
30	079H I 02400	DB 2888 DP 768, PB 18 PP 106	RESIDENTIAL	MERKLEY DAVID & MERKLEY LINDA	R-3
31	079H I 04900	DB 4863 DP 710, PB 18 PP 106	RESIDENTIAL	CURLEY MARTIN J JR & CURLEY JULIE M	R-3
32	079H I 05000	DB 4160 DP 831, PB 23 PP 8	RESIDENTIAL	GOOSTREE MARIA ALICIA	R-3
33	079H I 05200	DB 4123 DP 56, PB 18 PP 106	RESIDENTIAL	DRYER LEE E	R-3
34	079H I 05300	DB 1325 DP 210, PB 18 PP 106	RESIDENTIAL	REDD BEVERLY M D	R-3
35	079H I 05400	DB 6567 DP 302, PB 18 PP 106	RESIDENTIAL	HARLAND ERIN M	R-3
36	079H I 05500	DB 2640 DP 911, PB 24 PP 20	RESIDENTIAL	COMER DAVID D & COMER CONNIE L	R-3
37	079H I 05600	DB 5026 DP 165, PB 18 PP 106	RESIDENTIAL	MCLAIRD DAVIN TR & MCLAIRD SHANNON TR	R-3
38	079H I 05700	DB 4206 DP 614, PB 18 PP 106	RESIDENTIAL	LOCKWOOD PROP LLC	R-3
39	079H I 05800	DB 5136 DP 769, PB 18 PP 106	RESIDENTIAL	MEGCHIANI POONIT	R-3
40	079H I 05900	DB 6585 DP 200, PB 18 PP 106	RESIDENTIAL	ROLSTON MICHELLE M & ROLSTON LANCE D	R-3
41	079H I 06000	DB 5727 DP 921, PB 22 PP 38	RESIDENTIAL	DILLON DAVID R	R-3
42	079H I 06100	DB 5374 DP 602, PB 22 PP 38	RESIDENTIAL	LENTHALL BRENT A & LENTHALL LESLIE N	R-3
43	079H I 06200	DB 1221 DP 993, PB 18 PP 105	RESIDENTIAL	HARHAY WALTER & HARHAY MARY ANN	R-3
44	079H I 06300	DB 3289 DP 133, PB 18 PP 105	RESIDENTIAL	ITTER GRANT M & RITTER CHRISTY W	R-3
45	079G A 02802	DB 2628 DP 325, PB 34 PP 69	RESIDENTIAL	THIGPEN LARRY D	R-2
46	079G A 02801	DB 4404 DP 895, PB 34 PP 69	RESIDENTIAL	SANDERS BRENT & SANDERS MAMIE	R-2
47	079G A 02700	DB 4493 DP 568, PB 3 PP 49	RESIDENTIAL	HENDRIX ANITA K & WELLS VERNON F JR	R-2
48	079 I 02500	N/A	811	ROYAL OAKS APTS OF FKLN	SD-R
49	079F A 03600	N/A	CITY	CITY OF FRANKLIN	GC
50	079 I 03602	DB 4571 DP 211, PB - N/A	COMMERCIAL	TENNESSEE REAL EST INV	GC
51	079F A 00200	DB 6742 DP 871, PB 6 PP 77	COMMERCIAL	BRIGHT FUTURES PSYCHIATRY PLLC	GC
52	079F A 00400	DB 5994 DP 292, PB 6 PP 77	COMMERCIAL	DAVES BARBER SHOP INC	GC
53	079F A 00500	DB 6654 DP 272, PB 6 PP 77	COMMERCIAL	BLEDSE WILLIAM	GC
54	079F A 00600	DB 6610 DP 301, PB 6 PP 77	COMMERCIAL	SETTLES,BASS DENTAL PRACTICE PLC	GC
55	079F A 00700	DB 6432 DP 959, PB 6 PP 77	COMMERCIAL	SAAVEDRA MIGUEL ANGEL & SAAVEDRA PATTY YVONNE	GC
56	079F A 00901	DB 3370 DP 940, PB 6 PP 77	COMMERCIAL	THOMPSON INVESTMENTS LLC	GC
57	079F A 01100	DB 3370 DP 940, PB 6 PP 77	COMMERCIAL	THOMPSON INVESTMENTS LLC	GC
58	079F A 01200	DB 6419 DP 891, PB 6 PP 77	COMMERCIAL	NICKS JOE D	GC
59	079F A 01300	DB 6419 DP 891, PB 6 PP 77	COMMERCIAL	NICKS JOE D	GC
60	079F A 01400	DB 2341 DP 752, PB 6 PP 77	COMMERCIAL	BAGBY-WILLIS PARTNERSHIP	GC
61	079F A 01500	DB 2078 DP 510, PB 6 PP 77	COMMERCIAL	BASS ROBERT & DEBRAY CHARLES	GC
62	079F A 03500	DB 5827 DP 894, PB 8 PP 7	RESIDENTIAL	ROGERS COURTENAY	SD-R
079F A 03500	DB 3677 DP 210, PB 8 PP 7	RESIDENTIAL	RUSSELL SUSAN M	SD-R	
079F A 03500	DB 6170 DP 908, PB 8 PP 7	RESIDENTIAL	JAMES DHAN	SD-R	
079F A 03500	DB 5948 DP 82, PB 8 PP 7	RESIDENTIAL	CHANEY STEPHEN PATRICK	SD-R	
079F A 03500	DB 3240 DP 414, PB 8 PP 7	RESIDENTIAL	NEAL NANCY B & NEAL TERRY	SD-R	
079F A 03500	DB 6070 DP 288, PB 8 PP 7	RESIDENTIAL	LEE TAMARA D	SD-R	
079F A 03500	DB 966 DP 278, PB 8 PP 7	RESIDENTIAL	SIMMS CAROLYN T	SD-R	
079F A 03500	DB 4044 DP 895, PB 8 PP 7	RESIDENTIAL	NESTO STEPHANIE M	SD-R	
079F A 03500	DB 2120 DP 80, PB 8 PP 7	RESIDENTIAL	HIGHERS NELL APPLE TRS	SD-R	
079F A 03500	DB 6811 DP 50, PB 8 PP 7	RESIDENTIAL	JALASAI PARTNERS LLC	SD-R	
079F A 03500	DB 6791 DP 749, PB 8 PP 7	RESIDENTIAL	CURTIS SUSAN J	SD-R	
079F A 03500	DB 6127 DP 90, PB 8 PP 7	RESIDENTIAL	CHATHAM TODD	SD-R	
079F A 03500	DB 6222 DP 476, PB 8 PP 7	RESIDENTIAL	LEAMAN ALEC DAVID & LEAMAN MARIAH MAE	SD-R	
079F A 03500	DB 6359 DP 273, PB 8 PP 7	RESIDENTIAL	DYAL LARRY & DYAL BRENDA	SD-R	
079F A 03500	DB - N/A, PB 8 PP 7	RESIDENTIAL	RINGER NANCY C HANCOCK	SD-R	
079F A 03500	DB 5247 DP 557, PB 8 PP 7	RESIDENTIAL	SLUSH CECILLE C & SLUSH STEPHEN T	SD-R	
079F A 03500	DB 6238 DP 961, PB 8 PP 7	RESIDENTIAL	AWJ PARTNERS LLC	SD-R	
079F A 03500	DB 1459 DP 293, PB 8 PP 7	RESIDENTIAL	LAWRENCE GLENN L TR & LAWRENCE SHIRLEY H TR	SD-R	
079F A 03500	DB 3677 DP 427, PB 8 PP 7	RESIDENTIAL	LOPES ANGELINA R	SD-R	
079F A 03500	DB 5148 DP 315, PB 8 PP 7	RESIDENTIAL	EVANS BARBARA ALICE	SD-R	
079F A 03500	DB 3609 DP 628, PB 8 PP 7	RESIDENTIAL	HASSLER MICHAEL C	SD-R	
079F A 03500	DB 6353 DP 548, PB 8 PP 7	RESIDENTIAL	SONGER SUZIE E	SD-R	
079F A 03500	DB 5498 DP 315, PB 8 PP 7	RESIDENTIAL	MARSHALL MATTHEW H	SD-R	
079F A 03500	DB 3985 DP 499, PB 8 PP 7	RESIDENTIAL	KEITH JENNIFER J	SD-R	
079F A 03500	DB 6200 DP 323, PB 8 PP 7	RESIDENTIAL	REYNOLDS KARYN M	SD-R	
079F A 03500	DB 1865 DP 616, PB 8 PP 7	RESIDENTIAL	BAIRD JAMES LEE & BAIRD SHAUNA ELIZABETH	SD-R	
079F A 03500	DB 5912 DP 314, PB 8 PP 7	RESIDENTIAL	LOMAS ZACHARY F & LOMAS BROOKE M	SD-R	
079F A 03500	DB 2673 DP 533, PB 8 PP 7	RESIDENTIAL	FULLEMAN G ROBERT & FULLEMAN MARY F	SD-R	
079F A 03500	DB 6028 DP 969, PB 8 PP 7	RESIDENTIAL	STEVENS DWIGHT A	SD-R	
079F A 03500	DB 3952 DP 811, PB 8 PP 7	RESIDENTIAL	LITVACK SHARON	SD-R	
079F A 03500	DB 3657 DP 985, PB 8 PP 7	RESIDENTIAL	SHAUB DAVID I & GREEN DANIEL R	SD-R	
079F A 03500	DB 1744 DP 430, PB 8 PP 7	RESIDENTIAL	ULLARD KENNY B	SD-R	
079F A 03500	DB 1513 DP 567, PB 8 PP 7	RESIDENTIAL	MURPHY MARY ELLEN	SD-R	
079F A 03500	DB 1457 DP 427, PB 8 PP 7	RESIDENTIAL	CHADWELL DEBRA	SD-R	
079F A 03500	DB 4542 DP 849, PB 8 PP 7	RESIDENTIAL	JOLLEY DENNIS E & JOLLEY DANIEL S	SD-R	
079F A 03500	DB 6353 DP 732, PB 8 PP 7	RESIDENTIAL	MAHWKE GAYLE LYNN	SD-R	
079F A 03500	DB 4527 DP 807, PB 8 PP 7	RESIDENTIAL	FUMARA JOSEPH B	SD-R	
079F A 03500	DB 2516 DP 458, PB 8 PP 7	RESIDENTIAL	RIGGIN LISA KAY	SD-R	
079F A 03500	DB 3023 DP 769, PB 8 PP 7	RESIDENTIAL	GOFF KIMBERLY	SD-R	
079F A 03500	DB 6325 DP 450, PB 8 PP 7	RESIDENTIAL	DAVIS HAROLD H JR & DAVIS NANCY C	SD-R	
079F A 03500	DB 6751 DP 752, PB 8 PP 7	RESIDENTIAL	OWENS RICHARD LEE & OWENS MARIE UTZ	SD-R	
079F A 03500	DB 4713 DP 762, PB 8 PP 7	RESIDENTIAL	COLLINS CHRISTIAN E	SD-R	
079F A 03500	DB 3692 DP 425, PB 8 PP 7	RESIDENTIAL	STEWART DONNA L	SD-R	
079F A 03500	DB 4638 DP 281, PB 8 PP 7	RESIDENTIAL	RUSSELL ASHLEY V	SD-R	
079F A 03500	DB 2213 DP 531, PB 8 PP 7	RESIDENTIAL	DABBS JOHN R & DABBS LEONA C KLEBAN	SD-R	
079F A 03500	DB 6048 DP 461, PB 8 PP 7	RESIDENTIAL	WOLFE JEFFREY	SD-R	
079F A 03500	DB 6190 DP 137, PB 8 PP 7	RESIDENTIAL	LANGSDON ANDREW & LANGSDON EMILY	SD-R	
079F A 03500	DB 2387 DP 799, PB 8 PP 7	RESIDENTIAL	BAILEY LADONNA D PATTON	SD-R	
* 079C A 00100	DB 5856 DP 888, PB 10 PP 100	RESIDENTIAL	VIERA HOLDINGS LLC	SD-R	
* 079C A 00200	DB 5856 DP 888, PB 10 PP 100	RESIDENTIAL	VIERA HOLDINGS LLC	SD-R	

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203 N ROYAL OAKS
PROPOSED REZONING
FRANKLIN, TN 37067

REVISIONS	DATE	
No.		

12/01/1616070

OVERALL
EXISTING
CONDITIONS
PLAN

COF #6276



ADMINISTRATIVE SERVICES AGREEMENT
between
BLUECROSS BLUESHIELD OF TENNESSEE, INC.
and
CITY OF FRANKLIN, TENNESSEE

This Administrative Services Agreement, including all Exhibits hereto (the "Agreement"), is entered into by and between City of Franklin, Tennessee ("Employer") and BlueCross BlueShield of Tennessee, Inc. ("BlueCross"), and is effective as stated in paragraph 3.1 of this Agreement. Employer and BlueCross are collectively referred to in this Agreement as the "parties."

Employer has established a self-funded Employee Welfare Benefit Plan; however, this Employee Welfare Benefit Plan is not subject to the Employee Retirement Income Security Act of 1974 ("ERISA.") Any references to ERISA contained in the Agreement and Exhibits are solely for the purpose of establishing procedures relating to time frames and are not to be interpreted as a waiver of the inapplicability of ERISA to the remainder of the terms herein. The Employer's summary plan description, which summarizes the benefits of the Employee Welfare Benefit Plan, is attached to this Agreement as Exhibit A, and is referred to elsewhere in this Agreement as the "Plan." The eligible Employees and their eligible Dependents are collectively referred to as "Members" in this Agreement, and that term is further defined in the Plan. This Agreement outlines the rights and responsibilities of the parties related to the administration of the Plan. In consideration of the parties' mutual promises, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – RESPONSIBILITIES OF THE PARTIES

- 1.1 BlueCross. BlueCross is responsible for providing ministerial administrative claims payment services in accordance with the terms of the Plan, its duties and services as described in Exhibit C, and other duties specifically assumed by it pursuant to this Agreement. BlueCross does not assume any financial risk or obligation with respect to Plan claims. BlueCross will use its reasonable business judgment in performing its duties under this Agreement, and will administer the benefits under the Plan in accordance with BlueCross' customary administrative standards and practices. BlueCross shall perform its duties in accordance with the terms of this Agreement and generally accepted standards applicable to claims administration, including other plans licensed by the BlueCross and BlueShield Association (the "Association.")
- 1.2 Employer. Employer is responsible for providing BlueCross with a current, detailed copy of the Plan, any changes to the Plan, and the necessary information to determine employee and dependent eligibility under the Plan, and other duties and services as described in Exhibit E and elsewhere in this Agreement. Employer shall fund all Approved Claims, as described in Article II, and shall pay BlueCross an administrative services fee for providing its services under this Agreement. Employer may designate a third party to perform any of its duties under this Agreement; however, such obligation shall not release Employer from its obligations pursuant to this Agreement. Any reference to "Employer" in this Agreement shall also include third party(ies) designated by Employer to perform any of its duties or obligations under this Agreement.
- 1.3 Fiduciary Responsibility. Employer is solely responsible for the fiduciary responsibilities of administering its health benefit plans and maintaining adequate funding to support these

plans. Employer is also responsible for, among other things, preparing and providing its covered employees with copies of summary plan descriptions describing its health benefit plans and, as applicable, with copies of summaries of material modifications. Although Employer's health benefit plan is not subject to ERISA, Employer acknowledges that BlueCross is acting in a ministerial capacity and is not the "Administrator," the "Claims Fiduciary," nor the "Named Fiduciary" of its health benefit plans, as that term is defined in ERISA. The "Plan Administrator," as that term is defined in ERISA, is Employer.

- 1.4 Confidentiality. The parties acknowledge that Employer is subject to the Freedom of Information Act; however, the parties intend that this Agreement and any information provided to the other party pursuant to this Agreement that is identified as proprietary or confidential or that a prudent business person would consider sensitive including, but not limited to, reimbursement information, group membership lists, marketing information, information obtained from or through a party or developed or obtained by a party in connection with the performance of this Agreement, and information obtained from and/or about the BlueCross BlueShield Association and its programs ("Confidential Information"); shall be treated as confidential, proprietary or trade secret information. A party may release Confidential Information to providers or its affiliates, or their respective directors, partners, officers, employees, advisors and other representatives (its "Representatives") who: have a need to know such Confidential Information, for purposes of their participation in or oversight of matters within the scope of this Agreement; and are under a duty or obligation of confidentiality at least as restrictive as those set forth in this Agreement. Each party shall advise its Representatives of their obligation to maintain the confidentiality of such information. Each party is responsible if its Representative breaches this Section. Neither party shall otherwise release nor disclose such Confidential Information to third parties without the other party's prior written consent, except as required by law. This paragraph shall survive the termination of this Agreement.

Notwithstanding anything herein to the contrary, the following shall not constitute Confidential Information for the purposes of this Agreement: (a) Confidential Information that is or becomes generally available to the public other than as a result of a disclosure by a party or its Representatives; (b) Confidential Information that was available to the parties on a non-confidential basis prior to its disclosure by a party or its Representatives; (c) Confidential Information that becomes available to the parties on a non-confidential basis from a third party, provided that third party is not known to be subject to any prohibition against transmitting that information; or (d) Confidential Information disclosed pursuant to applicable law, provided that if permitted by Applicable Law, the disclosing party shall first notify the other party of a disclosure required by Applicable Law.

The parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

ARTICLE II – PAYMENT OF APPROVED CLAIMS AND ADMINISTRATIVE SERVICES FEES

- 2.1 Claims Funding In General. The Employer shall pay the invoiced amount for claims processed and approved for payment by BlueCross in accordance with this Agreement ("Approved Claims.") Greater detail regarding this process is contained in Exhibit B. Such payments shall be made in accordance with the Direct Debit Authorization Agreement, which is an Automated Clearinghouse agreement (ACH) Authorization Agreement, attached to this Agreement as Exhibit F. Nothing in this Agreement shall obligate or shall be deemed to obligate BlueCross to use its funds to satisfy any of the Employer's obligations pursuant to this Agreement or the Plan's benefits. Employer's assets and amounts contributed by Members, if applicable, are the only source or sources of payment of Approved Claims or any other benefit provided by the Plan.

- 2.2 Administrative Services Fees In General. The Employer shall pay the invoiced amount for BlueCross' administrative services fees. Such payments shall be made in accordance with the Direct Debit Authorization Agreement, which is an Automated Clearinghouse (ACH) Authorization Agreement, attached to this Agreement as Exhibit F. Greater detail regarding this process is contained in Exhibit B.
- 2.2.1 The initial administrative services fee shall be due and payable on the effective date of this Agreement. The administrative services fee is due on the first of each month thereafter.
- 2.2.2 The administrative services fee will be determined on a month-by-month basis based on enrollment. The process that BlueCross will follow to determine each monthly administrative services fee total is set out in Exhibit B.
- 2.2.3 Changes in Administrative Services Fee. The administrative services fee described in Exhibit B shall remain in effect for the period stated in Article III, subject to the exceptions stated in the following subparagraphs.
- 2.2.3.1 BlueCross may increase the administrative services fee to cover reasonably anticipated increased costs resulting from changes in the Plan, legislation or regulation, with the increase to become effective on the date such changes are effective.
- 2.2.3.2 In the event of the termination of a subsidiary, operation or class of employees covered under the Agreement, BlueCross may revise the administrative services fee on the effective date of such termination.
- 2.2.3.3 In the event of the addition of a subsidiary, operation or class of employees not previously covered under the Agreement, BlueCross may revise the administrative services fee on the effective date of such addition.
- 2.2.3.4 [In the event the number of employees covered under the Agreement fluctuates more than Ten (10%) percent, BlueCross may revise the administrative services fee on the first day of any month following the change upon giving Employer at least Thirty (30) days advance written notice.
- 2.2.4 Approved Claims. BlueCross will notify Employer weekly of the estimated amounts necessary to fund the Approved Claims. Employer will then follow the methodology established in Exhibit B to appropriately fund the Approved Claims.

ARTICLE III - TERM AND TERMINATION

- 3.1 Term. This Agreement becomes effective at 12:01 A.M. July 1, 2016, (the "Effective Date") and shall remain in effect until the earliest of the following events:
- 3.1.1 Until June 30, 2017, unless the Employer and BlueCross agree to extend the term prior to June 30, 2017;
- 3.1.1.1 After the initial term of the Agreement, either party may give the other party Sixty (60) days advance written notice of its intent to terminate the Agreement.
- 3.1.2 Any other date mutually agreed upon by the parties; or
- 3.1.3 Any of the events specified in Section 3.2.
- 3.2 Termination by BlueCross Upon Default of Employer. Notwithstanding the provisions of Section 3.1 above, this Agreement will automatically terminate upon the occurrence of any of the following events, as determined by BlueCross:

- 3.2.1 The Employer's failure to provide adequate funds, as set forth in Exhibit B, as necessary for the payment of Claims pursuant to the Plan;
- 3.2.2 The Employer's failure to pay any administrative services fees or late payment penalty as set forth in Exhibit B;
- 3.2.3 The Employer ceases to maintain the Plan;
- 3.2.4 At any time BlueCross reasonably believes that Employer does not have the financial ability to adequately fund the Plan, and the Employer has failed to immediately provide adequate assurances of such ability to BlueCross; or
- 3.2.5 At any time the Employer otherwise materially breaches this Agreement, after the procedures in Section 3.6 have been followed.
- 3.3 Termination for Invalid use of Information. The parties will use any information BlueCross makes available solely for the purpose of administering the Employer's health benefits plan under this Agreement and in accordance with applicable law. Furthermore, if either party uses the information for another purpose, that action constitutes a material breach. This Agreement will then be subject to immediate termination.
- 3.4 BlueCross' Right to Reinstate. BlueCross has the sole discretion to decide to reinstate this Agreement if it was terminated pursuant to Subsections 3.2 or 3.3. If BlueCross elects to reinstate this Agreement, Employer shall be responsible for reinstatement fees, which shall be \$1,000.00.
- 3.5 Termination by Employer. Notwithstanding the provisions of Section 3.1 above, the Employer may terminate this Agreement immediately if the following occurs:
 - 3.5.1 If BlueCross has been declared insolvent by the State of Tennessee, and its assets and obligations have been turned over to a receiver appointed by the State; or
 - 3.5.2 At any time BlueCross materially breaches its duties under this Agreement, after the procedures in Section 3.6 have been followed.
- 3.6 Material Breach Defined. A material breach is the failure by one party (the breaching party) to perform or carry out a function or duty required by the terms of this Agreement, where the failure to perform that function or duty seriously impairs the ability to perform of the other party (the non-breaching party). If the non-breaching party determines that a material breach has occurred, it must notify the breaching party in writing of the breach as soon as it is practicable to so notify, and must allow the breaching party Thirty (30) days to cure or correct the breach. If the breach is not cured or corrected in that Thirty (30) day period, the non-breaching party may provide Thirty (30) days notice of termination.
 - 3.6.1 If either party disputes a claimed material breach or that a material breach has been cured or corrected, it may immediately request dispute resolution, pursuant to the terms of Article IV of this Agreement.
 - 3.6.2 BlueCross' termination of this Agreement in accordance with Subsection 3.2.1, 3.2.2, 3.2.3, shall not be subject to the notice provisions of this Subsection, nor entitle the Employer to submit the dispute for resolution pursuant to Article IV, below.
- 3.7 Effect of Termination. The terms and conditions set forth herein shall be of no further force or effect if this Agreement is terminated, except as follows:
 - 3.7.1 The parties' rights and obligations intended to survive termination of this Agreement, including Sections 1.4, 5.1, and 6.13 of this Agreement shall continue in effect notwithstanding its termination.

- 3.7.2 Termination of this Agreement, except as provided to the contrary herein, shall not affect the rights, obligations and liabilities of the parties arising out of transactions occurring prior to termination.
- 3.7.3 The termination of this Agreement does not excuse the Employer from forwarding to BlueCross any and all fees, monies, reimbursements or claim payments accrued through the date of termination. If termination occurs retroactively, any and all fees, monies, reimbursements or claim payments accrued through the date that actual written notice of termination is received by BlueCross shall be payable to BlueCross by Employer.
- 3.8 Administration After Termination. Employer and BlueCross may agree on a method by which BlueCross will continue to process claims incurred during, but received after, the term of this Agreement. The administration of the processing of run out claims by BlueCross following termination of this Agreement will be subject to Employer's continued funding of claims payment. "Run out claims" refers to those claims incurred for Covered Services performed prior to the termination of this Agreement, but not yet paid and/or not submitted for payment to BlueCross prior to the termination of this Agreement. For purposes of this Agreement, the date a claim is "incurred" is the date the particular service was rendered or the supply was furnished. There is a separate and distinct administrative fee for BlueCross providing administrative services to pay run out claims. This is set out in Exhibit B.
- 3.9 Final Accounting. The parties will conduct a Final Accounting of all payments, funds transfers, etc, necessary to fulfill all obligations under this Agreement, after the termination of the Agreement, and the ending of any additional run out period of claims adjudication. The Final Accounting will occur no sooner than one year after, and no later than three years after, the Termination of this Agreement, unless the parties agree otherwise in writing. As part of the Final Accounting, the parties will enter into a mutual Settlement Agreement to terminate further liability under the Agreement.

ARTICLE IV - DISPUTE RESOLUTION

- 4.1 Arbitration/Mediation. The parties may enter into mediation or non-binding arbitration upon written consent of both parties if a mutually agreeable resolution to the matter is not reached through informal discussion.
- 4.2 Award. The arbitrator shall be required to issue a written decision explaining the basis of the decision and the manner of calculating any award. The arbitrator may not award punitive or exemplary damages and must base the decision on the terms of this Agreement and applicable laws. The arbitrator's decision may be entered and enforced in any State or Federal court. That decision may only be vacated, modified or corrected for the reasons set forth in section 10 or 11 of the United States Arbitration Act, if the award contains material errors of law or is arbitrary and capricious.
- 4.3 Final Nature of Arbitration. The award of the arbitrator shall be final, and not subject to appeal to any other authority. This does not preclude enforcement, as stated in subsection 4.2.

ARTICLE V – LIABILITY AND INDEMNIFICATION

- 5.1 BlueCross. BlueCross neither insures nor underwrites any of the Plan's obligations or liabilities under the Plan. Plan will indemnify BlueCross for actions taken at the Plan's direction. BlueCross is responsible solely for its acts and for the acts of its agents and employees acting within the scope of their duties under this Agreement. BlueCross is not responsible for any acts or omissions of any outside vendors associated with or contracted by the Plan.

- 5.1.1 BlueCross hereby agrees to indemnify and hold harmless the Employer, its directors, officers, employees and agents against any and all vicarious liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys' fees and court costs, resulting from or arising directly or indirectly out of, or in connection with, actions or decisions arising directly from the gross negligence or wanton and reckless acts or failure to act by BlueCross, or its employees or agents, unless the cause of such liability was the result of the fault, criminal conduct or fraudulent acts of Employer or any of its directors, officers, employees or agents, or resulted from the direction given by Employer or its directors, officers, employees or agents in the administration of the Plan.
- 5.1.2 BlueCross' liability to Employer pursuant to Subsection 5.1.1 of this Agreement shall be limited to the value of the administrative services fees received by BlueCross prior to the occurrence of the act, action, or failure to act that forms the basis of BlueCross' liability.
- 5.1.3 Notwithstanding the foregoing, BlueCross' duty to indemnify and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of any non-employee network providers who provide services to participants in Employer's Plan.
- 5.2 Employer. Employer retains ultimate responsibility for making eligibility and benefit determinations in connection with the Plan, paying all claims for covered services and paying any other expenses related to or arising in connection with the Plan, except as have been expressly assumed by BlueCross pursuant to this Agreement. The phrase "making eligibility determinations in connection with the Plan" means that Employer determines who is eligible to participate, (i.e., who are employees or dependents) and generally what medical procedures are included or excluded as identified in the Summary Plan Description, but does not include the ultimate responsibility for making medical necessity determinations. Employer's liability is limited by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, et seq.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- 6.1 **Acceptance by Payment of Fees.** BlueCross expects that Employer will demonstrate its acceptance of the terms of this Agreement by signing below. In the event that Employer has not signed the Agreement by the Effective Date, this Agreement will be considered accepted by and binding upon both parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Agreement.
- 6.2 Amendment. This Agreement may be modified, amended, renewed or extended only upon mutual agreement, in writing, signed by the duly authorized officers of the Employer and BlueCross.
- The Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes.
- 6.3 Assignment. See #1 under Addendum to Administrative Services Agreement, COF Contract #2010-0124.
- 6.4 Binding Effect of Agreement. The Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the parties hereto.

- 6.5 Impossibility of Performance. If an act or omission by a third party, including governmental entities, Network Providers or vendors, renders the performance of this Agreement illegal, impossible or impractical, the affected party shall notify the other of the nature of that act or omission (the "Adverse Event.") The parties shall meet and, in good faith, attempt to negotiate a modification to this Agreement that minimizes the Adverse Event. Notwithstanding any other provision of this Agreement, if the parties fail to reach a negotiated modification concerning the Adverse Event, then the affected party may immediately terminate this Agreement upon giving written notice to the other party.
- 6.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 6.7 Entire Agreement. See #5 under Addendum to Administrative Services Agreement, COF Contract #2010-0124.
- 6.8 Governing Law. This Agreement is subject to and shall be governed by the laws of the United States and State of Tennessee, without regard to conflict of laws provisions.
- 6.9 Inconsistencies. See #4 under Addendum to Administrative Services Agreement, COF Contract #2010-0124.
- 6.10 Independent Contractors.
- 6.10.1 This Agreement is not intended to create nor deemed or construed to create any relationship between Employer and BlueCross other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the parties nor their respective directors, officers, employees or representatives shall be construed to be the partner, joint venturer, agent, employer, or representatives of the other party.
- 6.10.2 On behalf of itself and its participants, Employer hereby acknowledges its understanding that this Agreement constitutes a contract solely between Employer and BlueCross which is an independent corporation operating under a license from the BlueCross and BlueShield Association, an association of independent BlueCross and BlueShield Plans (the "Association") permitting BlueCross to use the BlueCross and BlueShield Service Marks in the State of Tennessee, and that BlueCross is not contracting as the agent of the Association.
- 6.10.3 The Employer acknowledges that BlueCross is independent from any provider rendering services to Members, and that BlueCross is not responsible for any acts or omissions by a provider in rendering care or services to a Member.
- 6.10.4 Employer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BlueCross and that no person, entity, or organization other than BlueCross shall be held accountable or liable to Employer for any of BlueCross' obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BlueCross other than those obligations created under other provisions of this Agreement.
- 6.11 Legal Action. All actions are subject to Article IV, Dispute Resolution.
- 6.12 Notices. Any notice required to be given pursuant to this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to BlueCross or the Employer at the addresses indicated below, or such other addresses that the parties may hereafter designate. The notice shall be effective on the date the notice was posted.

- 6.13 No Third Party Rights. Except as specifically provided herein, none of the provisions of this Agreement is intended to create third party rights or status in any person or entity.
- 6.14 Plan Funds. In the event there are any refunds, rebates, reimbursements or other payments representing a return of monies paid on behalf of the Plan and its participants for services under this Agreement unless specifically addressed in the Agreement, BlueCross will credit the Plan with the Plan's proportionate share of any such amounts, less any applicable administrative or other fees withheld from such credited amounts by BlueCross for administrative or other expenses.
- 6.15 Severability. See #3 under Addendum to Administrative Services Agreement, COF Contract #2010-0124.
- 6.16 Subsidiaries and Affiliates. Any of the functions to be performed by BlueCross under this Agreement may be performed by BlueCross or any of its subsidiaries, affiliates or designees.
- 6.17 Survival. See #7 under Addendum to Administrative Services Agreement, COF Contract #2010-0124.
- 6.18 Venue. All actions or proceedings instituted by the Employer or BlueCross against the other hereunder shall be brought in a court of competent jurisdiction located in Hamilton County, Tennessee.
- 6.19 Waiver of Breach. See #2 under Addendum to Administrative Services Agreement, COF Contract #2010-0124.
- 6.20 Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.
- 6.21 Stop Loss Coverage. Employer has entered into a stop loss arrangement with an insurer other than BlueCross (Stop Loss Carrier). BlueCross' duties with regard to this stop loss arrangement are in Exhibit C.
- 6.22 Required Information. Employer shall provide to BlueCross any information BlueCross requests that is necessary for BlueCross to comply with the terms of this Agreement or State or Federal Law. For example, BlueCross may need to know the number of Employees in order to comply with PPACA and Mental Health requirements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**BLUECROSS BLUESHIELD
OF TENNESSEE, INC.**

CITY OF FRANKLIN

By:  _____

Printed Name: John Maki

Title: Vice President, Sales and
Account Management

Date: November 18, 2016

Address: 1 Cameron Hill Circle
Chattanooga, TN 37402

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: 109 3rd Avenue South
Franklin, TN 37064

Employer I.D. No.: 62-6000290

EXHIBIT A to the Administrative Services Agreement

EVIDENCE OF COVERAGE (EOC)

The EOC(s) has/have not been approved by the Employer.

Once approved and printed, the EOC(s) will be incorporated by reference as part of this Exhibit A.

Exhibit A consists of 1 EOC, as follows:

Health Benefit Plan

EXHIBIT B to the Administrative Services Agreement

ADMINISTRATIVE SERVICES FEES AND CLAIMS FUNDING METHODOLOGY

1. Administrative Services Fee. Employer shall pay to BlueCross the following administrative services fee during the Term of this Agreement:

\$43.14 per month per Subscriber, as that term is defined in the Plan.

The above charges and/or expenses shall be computed separately with respect to each Agreement Year, and no amounts shall be carried forward with respect to any Agreement Year. Employer shall pay the administrative services fee for all Subscribers covered at the beginning of each month, or added during the month. If Employer adds a Subscriber retroactively, Employer shall pay the appropriate administrative services fee for that Subscriber, calculated from the Subscriber's correct enrollment date to the current date. The administration fee charged for a Subscriber for a specific month does not reduce if that Subscriber's coverage terminated during that month.

BlueCard Network Access Fees: The administrative services fee does not include a per claim administrative expense allowance for Members' BlueCard/BlueCard PPO use, nor the BlueCard/BlueCard PPO access fees. These are billed separately as indicated below.

When Members access health care services outside of Tennessee, claims for those services are received by the Host Licensee where the provider is located and forwarded electronically to BlueCross for adjudication. For claims inside the network, the Member gets the benefit of access to the other Licensee's discounts and provider contracts. The currently applicable fees for such access to networks and for administrative processing are as follows:

- Administrative Expense Allowance (AEA): \$5.00 per professional claim and \$11.00 per institutional or facility claim, and \$3.00 per non-participating provider claim.
- Access Fees: 4.64% (for 2016). Effective January 1, 2017, the Access Fees will be 4.51%. (The Access Fee is computed as a percentage of a Par/Host Licensee's discount or differential savings. It may equal up to the allowed percentage of the Par/Host Licensee's discount/differential savings, but must not exceed \$2,000 per Claim.)

Any fees under such arrangements are set by specific program policies that may change from time to time through a process that the Association administers, and are subject to change by the Association without notice.

- 1.1 Included in the administrative services fee is the cost of certain reports, as listed below:

- 1.1.1 One Annual Management Report Package with Renewal Study, plus Analytic Reporting Cubes access, limited to 2 users ("seats").
- 1.1.2 Additional Management Report Package for different time period, or for specified subset of business.

Any additional reports requested will be billed separately.

- 1.2 Upon termination of this Agreement, the Employer must pay charges for the cost of producing any report in advance of receiving the requested report. Among other things, this applies to post-termination audits, requests from replacement claims administrators, and requests from the Plan Administrator.

- 1.3 When Employer provides enrollment data and that data does not match BlueCross' data, BlueCross' data will be used to determine the administrative services fee. BlueCross will work with Employer to resolve the discrepancy. If no agreement can be reached, Employer's records will control. Until the dispute is resolved, Employer must pay the administrative services fee as indicated, based on Employer's records.
2. Funding Timing Methodology for Administrative Services Fee. BlueCross will adhere to the following schedule in notifying Employer of the funds necessary to pay the administrative services fee:
 - 2.1 On the Twentieth (20th) day of each month (the "due date"), BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to pay BlueCross' administrative services fees for the following calendar month, and funds necessary to complete any adjustments to Approved Claims, fixed, previously agreed-upon charges, previous administrative services fees and any due late fees. The Employer will transfer the amount specified by BlueCross into Employer's accounts so such funds shall be available through the ACH by the first day of the next month. If the full amount specified by BlueCross pursuant to this paragraph is not received by BlueCross within that time period, BlueCross may immediately suspend payment of all Approved Claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross. If BlueCross elects to not suspend claim payments on behalf of the Employer, the Employer shall pay a late payment penalty of one percent (1%) per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.
 - 2.2 On the Fifteenth (15th) day of each month, BlueCross shall determine the number of Subscribers covered under Employer's Plan, and this shall be the basis for the administrative services fee charged by BlueCross for the following month.
3. Additional Administration Charges. In addition to the monthly administrative services fee, the cost of services outlined below will be billed as a direct cost to the Employer.
 - 3.1 BlueCross will submit a separate invoice for the following services and expenses to the Employer, and payment is due immediately upon receipt of the bill(s):
 - a. Cost of printing non-standard Member material.
 - b. All costs associated with the investigation and litigation of disputed claims, including the amount of the settlement and any damages (including punitive damages, unless due to a breach of the standard of care as set forth in Article V of the Agreement).
 - c. Cost of the development and production of customized or unique reports requested by the Employer, such as management reports, claim reports, reports for stop loss carriers, and other special reports.
 - d. Cost of customized or unique systems development required by the Employer.
 - e. Reprinting materials/ID cards off cycle due to changes or misinformation provided by Employer to BlueCross.
 - f. Cost of non-standardized Member mailings.
 - g. Blue Card network administrative expense and access fees.
 - h. Training for on-line eligibility in excess of standard training package.
 - 3.2 BlueCross will collect the following recoveries for Employer:

- a. Subrogation recoveries. For all settlements that occur after July 1, 2009, BlueCross will enforce Employer's subrogation rights; as consideration for this service, it will receive a fee of fifteen percent (15%) of the recovery from each subrogation case. Employer will be responsible for:
- ☐ Any outside attorneys' fees incurred in enforcing the Plan's subrogation rights; and
 - ☐ Other expenses arising in connection with litigation to enforce its subrogation interest, including, but not limited to, court costs, discovery expenses and expert witness fees. BlueCross will obtain Employer's approval before incurring any expert witness fees or expenses. Employer will advance said expenses if required in the preparation of its case(s) for trial.

Once a subrogation case has been finalized, and BlueCross has received the money, it will deduct its fee, the attorneys' fee (if any) and any other litigation expenses from the recovery. The remaining amount is the net recovery, and the net recovery will be credited on Employer's next claims invoice.

- b. Provider Audit recoveries. BlueCross may contract with selected subcontractors to conduct provider claims audits. In such instances, BlueCross may retain an amount of provider audit recoveries sufficient to reimburse the subcontractors for their services. BlueCross will document the amount required to reimburse such subcontractors.

- 3.3 BlueCross will bill Employer a separate charge each month for any New York Graduate Medical Education (NY GME) Assessment remitted on behalf of Employer through Empire BlueCross BlueShield to the State of New York. This amount will be due with Employer's next payment of the Administrative Services fee.
4. Use of Outside Firms to Negotiate Discounts. If the Employer uses an outside firm or entity to negotiate provider or "prompt payment" discounts, any fees for the services of this outside firm or entity are the responsibility of the Employer, and not BlueCross. Employer agrees to pay any reasonable costs of BlueCross if it is required to transmit information or data to the outside firm or entity.
5. Security Interest. As collateral for the payment of any amounts due BlueCross under this Agreement, Employer hereby grants to BlueCross a preferential security interest in all proceeds of Employer's debiting account, both with respect to the funds deposited initially and any additional amounts paid thereafter. In the event of a default by the Employer of any of its obligations under this Agreement, including the prompt payment when due of any invoice sent to it by BlueCross, BlueCross shall have the immediate right, upon written notice to the Employer, to offset the proceeds of the Account against the amount of any unpaid invoice or other obligation owed to BlueCross.
6. Claims Funding Methodology. Pursuant to Article II of the Agreement, the parties agree that on a mutually acceptable day of each week, BlueCross shall notify Employer of amounts that BlueCross estimates will be needed to fund Approved Claims for which checks were issued in the preceding week, and BlueCross shall simultaneously initiate the debit for Approved Claims to be paid. The debit will clear the Employer's account the following business day. BlueCross adjudicates claims in accordance with its internal administrative procedures.

- 6.1 If the full amount specified by BlueCross pursuant to this paragraph is not available to BlueCross within that time period, BlueCross may immediately suspend payment of all Approved Claims on behalf of Employer, regardless of the date claims were incurred, until all amounts due are received by BlueCross.
- 6.2 If BlueCross elects not to suspend claim payments on behalf of the Employer, the Employer shall pay a late payment penalty of one (1%) percent per month on the amount of all amounts that are due and unpaid to BlueCross, pro-rated for each day that such amounts remain outstanding.
- 6.3 If a partial amount is available, BlueCross may elect to utilize those funds to pay Approved Claims until full payment is made by Employer. BlueCross has full discretion to determine which Approved Claims will be paid with these partial funds, and may or may not exercise that discretion.
- 6.4 BlueCross shall provide Employer with a list of Approved Claims paid on behalf of the Employer, within Thirty (30) calendar days following the end of each month during which this Agreement remains in effect.
 - 6.4.1 For Pharmacy claims, BlueCross will provide a total of pharmacy claims paid on behalf of the Employer. These claims are administered by a third party for BlueCross, and the information regarding pharmacy claims paid will be forwarded on to Employer as soon as is practicable by BlueCross.
- 7. Run Out Claims. BlueCross will administer run out claims for Employer at the termination of this Agreement for a period of One hundred Eighty (180) days from the date this Agreement terminates. The monthly administrative services fee per Subscriber for performing this service shall be the same as the administrative services fee shown in section 1 of this Exhibit. The total fee charged Employer per month will be based on the average number of Subscribers per month during the last three months prior to termination of this Agreement multiplied by that fee. This fee shall be billed for the first three months of the run-out period.
- 8. Inter-Plan Arrangements/Programs other than the BlueCard Program
 BlueCross participates in Inter-Plan Arrangements/Programs other than the BlueCard Program. Whenever Members access health care services outside Tennessee under such Arrangements/Programs, claims for those services will be processed according to the rules of the specific arrangement/Program that BlueCross and the local Association Licensee have entered into for processing certain claims.

 When BlueCross relies upon a non-BlueCard Program arrangement that permits the inter-Plan negotiation of specific terms of the arrangement, then any access fees and/or standard administrative fees are negotiated between BlueCross and the other licensee.

Exhibit C to the Administrative Services Agreement
DUTIES OF AND SERVICES PROVIDED BY BlueCross

1. Generally. It is understood and agreed that BlueCross is empowered and required to act with respect to the Plan only as expressly stated in this Agreement and its Exhibits and amendments. Employer and BlueCross agree that BlueCross' role under this Agreement is to provide administrative claims payment services in accordance with the terms of the Plan, including Services set forth in Exhibit A for Members (as that term is defined in the Plan); that BlueCross does not assume any financial risk or obligation with respect to Plan claims; and that the services rendered by BlueCross under this Agreement are merely ministerial, and shall not include the power to exercise control over the Plan's assets, if any, or discretionary authority over the Plan.
2. Enrollment: Forms and I.D. Cards. BlueCross shall enroll those individuals who have completed an enrollment form and are identified by the Employer as eligible for benefits under the Plan on the effective date of the Plan, and subsequently during the continuance of this Agreement. The Employer shall provide BlueCross with enrollment information in a mutually agreeable format, (i.e., electronically, faxed, paper, etc.) BlueCross is not responsible for verifying data submitted by Employer. BlueCross shall be entitled to rely on the information furnished to it by the Employer, and BlueCross shall not be liable for inaccurate information provided by the Employer or the Employer's failure to provide such information in a timely manner.
 - 2.1 BlueCross will not furnish enrollment forms to Employer, since Employer will enroll Members and maintain eligibility online as described in Exhibit M, Online Enrollment Specifications through BlueCross Secured Website.
 - 2.2 Once Employer has notified BlueCross in writing that a new Member is eligible for benefits, BlueCross shall update its systems to reflect that Member's coverage.
 - 2.3 Once Employer has notified BlueCross in writing that a Member should be terminated as no longer eligible for coverage, BlueCross shall update its systems within 48 hours (unless a power outage beyond BlueCross' control) to reflect that change in the Member's coverage.
 - 2.3.1 If Employer notifies BlueCross of a Member's termination within ninety (90) days of the Member's termination, BlueCross will credit Employer with any administrative services fees that were paid for that Member for that time period.
 - 2.3.2 If Employer does not notify BlueCross of a Member's termination within ninety (90) days of the Member's termination, BlueCross will only credit Employer for the most recent ninety (90) day period of administrative services fees that were paid by Employer for that Member's coverage.
 - 2.4 If Employer's Plan includes coverage for pharmacy benefits that are paid through BlueCross' pharmacy vendor's network, BlueCross will notify its pharmacy vendor of the addition or termination of a Member from coverage, and the pharmacy vendor's systems, pursuant to its agreement with BlueCross, will be updated to reflect the change in the Member's status.
 - 2.5 BlueCross will provide its standardized Evidence of Coverage describing benefits provided under the Plan to Employer for it to distribute to Members.
 - 2.6 BlueCross will supply identification cards.

- 2.7.1 BlueCross will supply identification cards issued at the group's initial enrollment to Employer and identification cards issued at any other time to Employer.
- 2.7.2 Identification cards will be issued in the name of Subscribers.
- 2.7 BlueCross will provide 10 Provider Directories at initial enrollment to Employer. Additional Provider Directories are available at Employer's request.
- 2.8 BlueCross will conduct certification and verification of incapacitated dependent information.
- 3. Claims Processing. BlueCross shall provide claims processing services on behalf of Employer for all properly submitted claims, in accordance with the terms of the Plan's benefits, as set forth in Exhibit A. BlueCross shall only use funds furnished solely by Employer to process said claims. BlueCross will follow current industry practices and its internal claims processing procedures regarding payment of claims, including timeliness and accuracy of claims payments. For purposes of this Agreement, the term "claim(s)" is defined as a request from a provider of Covered Services and/or a Member for payment of monies due for the rendering of Covered Services under the terms of the Plan, and in conformity with any agreements BlueCross enters into with such providers of Covered Services.
 - 3.1 When necessary, BlueCross shall furnish to the Employer, for distribution to Members, forms to be used for claims submission, and any other forms determined to be necessary by BlueCross for the administration of the Plan under this Agreement.
 - 3.2 If a Member is also covered by Medicare, BlueCross must coordinate with Medicare in adjusting claims according to the Medicare Secondary Payor rules, and the rules regarding Cross Over Claims. This may delay finalization of a claim, depending on when data is received from Medicare regarding the claim. If Medicare is primary, BlueCross will adjudicate the Plan's benefit based on the Medicare allowed amount.
 - 3.3 BlueCross shall furnish each Member claiming benefits under the Plan with an explanation of why that Member's claim has been paid, denied or rejected, in full or in part.
 - 3.4 BlueCross shall give Members a reasonable opportunity to appeal a denied claim or any portion of a claim within the time frames specified by ERISA, according to the appeals procedure defined in the Plan; however, the Employer shall retain final discretionary authority and responsibility for claims payment decisions.
 - 3.5 If Employer uses the services of an outside pharmacy vendor, BlueCross will coordinate benefits or interface with that vendor.
 - 3.6 If Employer notifies BlueCross of a Member's termination from coverage after the termination date, and claims for that Member were paid in the interim, BlueCross shall request reimbursement on Employer's behalf. However, if the Employer does not notify BlueCross of a Member's termination from coverage for Ninety (90) days or more after the date of Member's termination, BlueCross shall not be obligated to attempt to collect any claim payments which were paid more than Ninety (90) days before notice of termination was received by BlueCross.
 - 3.6.1 If benefits were paid directly to a Member, BlueCross will attempt recovery. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.

- 3.6.2 If Employer's Plan includes coverage for pharmacy benefits that are paid by BlueCross' pharmacy vendor, claims paid after a Member's termination cannot be recovered from the provider. BlueCross will attempt recovery from the Member on these claims. If Employer does not wish BlueCross to attempt recovery from a specific Member, Employer must direct BlueCross accordingly in writing.
- 3.6.3 If a claim payment is less than Fifty (\$50) dollars, BlueCross has no obligation to attempt to collect said claim payment.
- 3.6.4 If a claim payment was made for services rendered through the Blue Card program, BlueCross has no obligation to attempt to collect claim payments that were for less than Fifty (\$50) dollars, or in accordance with stated limits in effect at the Host Plan location.
- 3.6.5 If Employer directs BlueCross to use the services of an outside collection agency to collect a claim payment, the fees charged by such entity shall be the sole responsibility of Employer.
- 3.6.6 If benefits are not recoverable from a provider or Member, this will not alter Employer's responsibility to fund all claims.
- 3.7 BlueCross will provide Employer with a monthly statement with respect to claims paid.
- 3.8 At the termination of this Agreement, BlueCross shall administer the payment of run out claims for Employer. These claims shall be administered as any other claim handled during the term of the Agreement, and shall be subject to the same restrictions. "Run out claims" refers to those claims for Covered Services, performed prior to the termination of this Agreement, but not yet paid and/or not submitted for payment to BlueCross prior to the termination of this Agreement.
- 3.9 At the termination of this Agreement, and until the Final Accounting between the parties, BlueCross will continue to adjust claims that were either submitted timely or during the run out period, if applicable, but which remain outstanding for some reason. Employer remains liable to fund all claims adjudicated by BlueCross during this time period.
- 4. Network Administration. BlueCross shall administer its established cost containment programs and access and availability benefits management programs, as selected by the Employer and outlined in the Plan. BlueCross' Network Provider contracts and medical policies control network administration.
 - 4.1 BlueCross shall make available its Blue Network P (including Network Hospitals and other providers or practitioners with which BlueCross has contracted) to provide Covered Services to Members, in accordance with the terms of the Plan. All agreements between providers of services and BlueCross are the sole property of BlueCross, and BlueCross retains the right to the use and control of these provider agreements.
 - 4.2 Employer acknowledges that BlueCross does not act either as the agent of or in any fiduciary capacity with respect to Employer, any of its health benefit plans, or any of its Members, when BlueCross negotiates its provider and/or vendor arrangements.
 - 4.3 By selecting BlueCross' Blue Network P, Employer acknowledges that the Blue Network P's provider contracts cannot be modified to meet any specific requirements of Employer, and that BlueCross has the discretion to change the

composition, name, etc. without Employer's consent or approval. BlueCross does not guarantee that a specific provider will remain in the network, and BlueCross has the right to determine network adequacy, and to establish and modify billing guidelines and reimbursement arrangements for network providers.

- 4.4 BlueCross negotiates various reimbursement arrangements with providers, including but not limited to per diem, percent of charges, diagnosis related groups (DRGs,) global case rate and fee schedule arrangements, which vary by provider. Certain facilities may have multiple or a combination of these arrangements. All of these arrangements provide funding to the provider, and claims processed using one of these arrangements are considered Approved Claims.
 - 4.4.1 Savings/discounts are not stated herein in actual amounts or percentages, nor are they guaranteed, since credits can vary by facility, type of service provided and the specific provider agreement at a given facility.
 - 4.4.2 The provider's charge to BlueCross will usually be less than the rate charged for a similar service to the general public. In some cases, however, the rate negotiated by BlueCross for a particular service may be higher than the provider's normal billing rate for that service, and BlueCross will pay the negotiated rate.
 - 4.4.3 BlueCross has certain special arrangements with some providers that may exempt those providers from certain administrative and medical management requirements, including, but not limited to, prior authorization, appropriateness review, notification and written referral requirements.
- 4.5 Negotiating Discounts with Out-of-Network Providers. When permitted by Association rules and guidelines, BlueCross shall negotiate a reduction in billed charges for Members' claims for covered services received from Out-of-Network Providers located outside of Tennessee. Claims eligible for this service must meet BlueCross' established criteria. As consideration for this service, BlueCross shall receive a fee of fifteen percent (15%) of the reduction of billed charges.

5. Reimbursement to Network and Out-of-Network Providers.

- 5.1 "Network Providers" are providers that have agreed to participate in the Blue Network P, and to accept BlueCross' applicable pre-negotiated payment allowance for certain covered services as payment in full, and therefore should not bill the Members for any amount in excess of the payment allowance for such service(s). The pre-negotiated payment will be based upon charges for Covered Services or upon an alternative method of payment, such as per diem amounts, percent of charges, global case rate and fee schedule arrangements, and may be further reduced by other contractual reductions, adjustments or offsets based on BlueCross' agreements with Network Providers. Network Providers will file Members' claims with BlueCross, and BlueCross will make payment directly to Network Providers.
 - 5.1.1 In the unlikely event of a systems failure at BlueCross ("Outage,") rendering it temporarily impossible to determine which Network Provider rendered services during a specific time period while the Agreement is in force, BlueCross will make estimated payments to Network Providers. This estimate will be based on past service to BlueCross Members, and will be proportionately divided among Employer and other Groups which BlueCross insures or to which BlueCross provides administrative and claims processing service. When the capability to determine which Network Providers did provide services during the Outage is restored, BlueCross will adjudicate the

claims submitted on behalf of Plan's Members, and notify Employer of any adjustments necessary to Employer's claims processing funding.

- 5.2 When a Member receives services from a Network Provider, he or she will be responsible for payment of the Deductible, Coinsurance and/or Copayment, as well as charges for any non-covered services, as specified in the Plan. A Member's Coinsurance for Covered Services received from a Network Provider will be based on the provisions of the Network Provider's contract, and the lesser of (i) the Network Provider's pre-negotiated payment allowance, or (ii) charges for Covered Services at the time such Services are provided. BlueCross will not recalculate Coinsurance in the event it recovers a discount or savings with respect to Covered Services after a claim for such Services is paid. Rather, the Plan will receive a payment or credit for such savings or discounts.
 - 5.3 The Member's liability for non-covered services, including services that are not covered because of a benefit maximum or other limitation contained in the Plan, will be based on the Network Provider's actual charges for such services.
 - 5.4 "Out-of-Network Providers" are providers that do not participate in the Blue Network P. BlueCross' payment for Covered Services to any Out-of-Network Provider will be based on Maximum Allowable Charge for the service performed. BlueCross shall make payment for Covered Services to the out-of-state Out-of-Network Provider and not the Member. When the Member receives services from an Out-of-Network Provider, he or she will be responsible for the payment of any difference between BlueCross' payment and such Provider's charge(s), and responsible for any applicable Deductible, Copayment, and Coinsurance, as well as payment of charges for any non-covered services. The Member's responsibility for Coinsurance will be based on the Maximum Allowable Charge for that service.
 - 5.5 When Members obtain Covered Services outside of Tennessee, BlueCross' Blue Network P reimbursement rules do not apply. Please refer to Exhibit G, Inter-Plan Programs, for a description of how out-of-state providers are reimbursed.
 - 5.6 BlueCross is responsible for reporting and remitting only those abandoned property funds that were provider payments made with BlueCross funds.
 - 5.7 The Plan is required to reimburse the Veteran's Administration ("VA") according to federal law. BlueCross has an agreement with the VA in which there is an established fee schedule. Federal law requires payment to the VA, regardless of the network status, and regardless of whether the Plan would normally pay benefits for services provided by an Out-of-Network Provider. BlueCross will reimburse the VA at the rate set forth in the agreement between BlueCross and the VA. The Plan will pay the VA as if it were a Network Provider.
 - 5.8 BlueCross' contracts with Providers may include a variety of reimbursement methodologies. These reimbursement methods may obligate BlueCross to pay an amount that is in addition to the underlying cost of the service rendered. These additional costs may include, but are not limited to, program fees, incentive payments, bonus payments, or quality payouts. These provider reimbursements will be passed to Employer as part of the billing process detailed in this Agreement.
6. Subrogation. BlueCross shall enforce Employer's right to subrogation, as established in Exhibit A, the Summary Plan Description.
 - 6.1 Once subrogation recoveries begin, BlueCross will provide monthly reports to Employer upon request, detailing: (a) recoveries for the immediately past month; (b)

year-to-date recoveries; (c) open cases as of the end of the immediately past month; and (d) cases closed with no recovery.

- 6.2 BlueCross may use its reasonable judgment to determine when a subrogation claim should be compromised and settled for less than its full value.

7. Provider Audit Recoveries

- 7.1 BlueCross may from time to time conduct audits of Network Providers to determine if underpayments/overpayments have been made in connection with the administration of this or other agreements. These audits will be conducted on behalf of BlueCross and all its customers whose Members may have received services from that Provider. BlueCross has the discretion to determine when and with which Provider to conduct an audit, and nothing in this Agreement shall limit BlueCross' right or authority to conduct such audits.
- 7.2 If such audits result in a non-claim specific recovery of claims overpayment(s), BlueCross will deposit the overpayment recovery into a separate account. BlueCross will then compute and pay (or credit) to the Plan its proportionate share of the recovery, plus a proportionate share of interest earned, if any.
- 7.3 If such audits result in a determination of claims overpayment(s), the claims will be readjudicated. BlueCross will then credit the Plan on a future processed claims invoice.
- 7.4 BlueCross may contract with selected subcontractors to conduct provider claims audits. In such instances, BlueCross may retain an amount of provider audit recoveries sufficient to reimburse the subcontractors for their services. BlueCross will document the amount required to reimburse such subcontractors. Employer further understands and agrees that BlueCross will not pay any share of recovery directly to Members, and that a portion of any recovery paid to Employer will inure to the benefit of Members.

8. Medical Management Services. BlueCross will provide certain services through its Medical Management program. These are described in Exhibit D to this Agreement.

9. Claims Payments Adjustments.

- 9.1 Whenever BlueCross becomes aware that a claims payment to a Provider or Member is less than the amount to which the Provider or Member is entitled under the terms of the Plan, BlueCross shall promptly adjust the underpayment to reflect the proper amount that should be remitted.
- 9.2 Whenever BlueCross becomes aware of an overpayment under the Plan, BlueCross shall make a diligent attempt to recover such overpayment, in accordance with its customary administrative procedures. In the event any part of an overpayment is recovered, the Plan will receive a credit from BlueCross. BlueCross shall not be required to institute any legal proceeding to recover such overpayment. BlueCross may use its reasonable judgment to compromise and settle overpayments.
- 9.2.1 If a claim payment was made for services rendered through the Blue Card program, BlueCross has no obligation to attempt to collect claim payments that were for less than Fifty (\$50) dollars, or in accordance with stated limits in effect at the Host Plan location.
- 9.2.2 BlueCross will assume liability for an unrecovered overpayment only if and when it is determined that:

- (a) the overpayment was caused by an act or omission of BlueCross that did not meet the standard of care set out in Article V of this Agreement;
- (b) all reasonable means of recovery under the circumstances have been exhausted; and
- (c) BlueCross' acts or omissions were not undertaken at the express direction of Employer.

9.2.3 BlueCross is not liable for interest on recovered overpayments.

9.2.4 Except in cases of fraud committed by the Provider, BlueCross cannot, under Tennessee state law, recover overpayments from Providers more than 18 months after the date that BlueCross paid the claim submitted by the Provider.

9.2.5 In no event does BlueCross have an obligation to recover on liability for overpayments of claims that were adjudicated for payment more than 3 years before the overpayment is discovered.

9.3 The parties acknowledge that Employer may not contact Network Providers directly regarding rates or charges for services provided to Members through that part of the Plan administered by BlueCross. All such contact with Network Providers must be by and through BlueCross.

9.4 In the event that BlueCross becomes aware that a claims payment to a Provider or Member was or might have been the result of a fraud committed on or against the Plan, BlueCross shall:

- (a) Notify the Plan as soon as possible about the alleged fraudulent claims;
- (b) Provide reasonable assistance to the Plan in recovering the alleged fraudulent claims; and
- (c) Report the suspected fraud to the appropriate law enforcement agency.

9.5 Employer has selected BlueCross' pharmacy program for its employees who have health coverage under this Agreement. BlueCross has access to Rebates from pharmaceutical manufacturers. "Rebates" are any reimbursement, incentive payment, pricing concession, or other discount received by BlueCross from pharmaceutical manufacturers based on volume of certain pharmaceutical products. Each Employer's Rebates are based on the pharmaceutical usage by Employer's members.

9.5.1 Employer will receive 100% of Rebates received by BlueCross.

9.5.2 BlueCross will return the applicable portion of Rebates it receives to Employer as soon as practicable.

10. Class Action Recoveries. BlueCross may, as a claims fiduciary for Employer, represent the interest of Employer in any litigation against a third party. This representation includes the ability to identify, pursue, negotiate settlements of, and/or recover direct legal or equitable Claims, including, but not limited to, those Claims related to overpayments for pharmaceutical products, medical devices and/or durable medical equipment/supplies, and other such Claims resulting in causes of action related to antitrust, consumer protection, fraud, unjust enrichment, RICO, and/or deceptive trade practices. BlueCross may decide on behalf of Employer whether Employer will be participating in any class or direct settlement in which BlueCross and/or Employer may be a class member. Employer grants to BlueCross the specific authority to opt Employer out of any class or direct settlement in

which both BlueCross and/or Employer may be considered class members or settling parties.

11. Annual Renewal Claims Analysis.

- 11.1 BlueCross will provide an annual renewal analysis of the Employer's claims experience. BlueCross will also provide assistance in benefit plan design and revisions.
- 11.2 Upon request, but not more often than annually, BlueCross will provide an analysis of Employer's claims incurred but not yet reported.
- 11.3 Upon request, but not more often than annually, BlueCross will provide an analysis of the suggested funding levels for Employer's health care plan, as administered by BlueCross.
- 11.4 Employer acknowledges that these analyses are estimates only, and that the actual experience may differ from these estimates. These are for Employer's use only, and are not prepared for distribution to or reliance by third parties.

12. Legal Actions.

- 12.1 If a demand is asserted that is based upon actions taken or the language of this Agreement, and litigation, arbitration and/or other legal proceeding is commenced against BlueCross by a Member or provider ("Action"):
 - 12.1.1 BlueCross will provide written notice to Employer as soon as practicable, but in no event more than One hundred Twenty (120) days after the initial notice of such Action was received by BlueCross, where Employer is not also a party to such Action. Additionally, BlueCross will provide Employer with information with respect to the status of such Action at reasonable intervals. BlueCross may select and retain counsel as it deems appropriate in connection with such Action with respect to the interests of BlueCross. Employer has the right to approve or disapprove this selection, within reason.
 - 12.1.2 Subject to Article V of the Agreement, Employer shall indemnify and defend BlueCross in any such action, and shall be responsible for the defense costs for BlueCross to the extent permitted by law.
 - 12.1.3 Employer will provide BlueCross with reasonable cooperation in the defense of such Action.
 - 12.1.4 Employer shall remain liable for the full amount of any benefits paid as a result of such Action. In no event will BlueCross be liable for any amount of benefits paid as a result of any Action.
- 12.2 If an Action is brought against Employer:
 - 12.2.1 Employer will select and retain counsel and will assume liability for the payment of legal fees, costs and disbursements in connection with such Action.
 - 12.2.2 BlueCross will provide Employer with reasonable cooperation in the defense of such Action.
 - 12.2.3 Only to the extent provided by law, and subject to the Tennessee Governmental Tort Liability Act, Employer shall be liable for the full amount of any benefits paid as a result of such Action, as well as its own legal fees, penalties, interest and costs recovered by a Member or provider in

connection herewith. In no event will BlueCross be liable for any amount of benefits paid as a result of such Action.

13. Records and Reports. BlueCross will establish, maintain and provide to the Employer, in its standard reporting package, records and reports generated as a result of the administration of the Plan for the purposes of reporting claims experience and conducting audits. BlueCross will not provide any information with regard to BlueCross' provider pricing agreements or any other information that is of a confidential or proprietary nature, as determined by BlueCross, unless it is subject to a Confidential Information and Non-Disclosure Agreement, as described in Section 9 of Exhibit E.
14. Books and Records. BlueCross shall maintain books and records directly related to its payment of claims on behalf of Employer pursuant to this Agreement, in accordance with its customary business practices. It shall make such books and records available for inspection by authorized representatives of Employer at BlueCross' home office, during normal business hours, upon reasonable advance written request, at the Employer's expense, during the term of this Agreement and for six (6) years from the date of the Final Accounting, as referred to in Section 3.9 of the Agreement, subject to the Employer entering into a Confidential Information and Non-Disclosure Agreement, as described in Section 9 of Exhibit E.
15. Conversion. BlueCross does not provide any individual medical conversion policies or certificates to terminated Members.
16. Duties with regard to non-BlueRe of Tennessee Stop Loss Vendor. For a separate Interface fee, BlueCross will perform the following services and provide the following information for Employer to a third party Stop Loss Vendor:
 - 16.1 Provide Stop Loss Vendor and Employer with monthly Claimants at 50% of Specific Attachment Point Reports.
 - 16.2 Submit claims on behalf of the Plan to the Stop Loss Vendor. However, BlueCross will not be responsible for coordinating claims with the Stop Loss Vendor for services or coverage that are not administered by BlueCross.
 - 16.2 BlueCross does not coordinate the payment of the stop loss premium between the Stop Loss Vendor and Employer.
 - 16.3 Provide Stop Loss Vendor the following information at renewal to prepare a renewal of Employer's stop loss coverage. Information to be provided is as follows:

Census	
Age/ Gender	Subscriber Count by age/gender
Zip Codes	Subscriber Count by LOB, State, Zip
Plan Design Summary/ Plan Document	
Evidence of Coverage	
Trigger Reports:	
50% of Specific Report	50% Report (Includes Diagnosis Only)
Medical & Rx	

- 16.4 Regardless of whether a claim has met the stop loss dollar limit set out in the agreement between Stop Loss Vendor and Employer, Employer is still responsible for funding all claims processed by BlueCross.
- 16.5 At the termination of this Agreement, BlueCross has no further obligation to provide any reports referenced in this section to Employer or Stop Loss Vendor, other than standard reports for the time period the Agreement was in force.

- 16.6 Employer is responsible for paying BlueCross the interface fee of \$0.90 per contract per month.
17. Inter-Plan Program. BlueCross will provide access to providers outside Tennessee to Members, in certain situations, through the BlueCard and BlueCard PPO program. This program is described in Exhibit G.
18. Claims Data. BlueCross maintains Members' claims data in its data warehouse. This claims data is available to the Employer during the term of the Agreement. Upon termination of the Agreement, this claims data will no longer be available to the Employer, but will continue to be maintained by BlueCross. Pursuant to the HIPAA privacy standards, it is infeasible for BlueCross to return or destroy the Member's claims data received from the group health plan due to, but not limited to:
- underwriting;
 - research;
 - state and federal law retention requirements;
 - governmental audits;
 - potential litigation; and
 - system restraints for segregating data.
- BlueCross will protect the data and limit further uses or disclosures as required by HIPAA and other requirements of state and federal law.
19. External Audits. On an annual basis, BlueCross will hire an external auditor to perform a SSAE 16 SOC 1 or alternate type review as required to assist Employer in meeting its compliance requirements under federal law, such as the Sarbanes-Oxley Act. The review will cover a six-month period, ending on September 30 of each year that this Agreement is in force, and will cover services and actions performed by BlueCross.
20. New York Graduate Medical Education Assessment. On a monthly basis, BlueCross will remit the New York Graduate Medical Education (NY GME) assessment through Empire BlueCross BlueShield. The NY GME is based on the county where a resident lives, not based on claims or services provided. The amount remitted will be invoiced to Employer on its next bill for administrative services.
- 20.1 BlueCross will remit the NY GME only for those Members who are covered by the BlueCross administered portion of Employer's Plan.
- 20.1.1 The amount remitted will be based on BlueCross' records of addresses of Employer's Subscribers, as of a specific date of the previous month.
- 20.1.2 As records are updated by Employer, BlueCross will either remit additional amounts, or deduct previously paid amounts, as required by the State of New York.
- 20.1.3 BlueCross will report the remittance to the State of New York, as required, unless the Employer directs otherwise.
- 20.2 If the Agreement terminates, and BlueCross has remitted NY GME assessments on Employer's behalf, Employer will reimburse BlueCross for the funds remitted. BlueCross remits the NY GME assessments on a short time lag, so there will continue to be assessments submitted on behalf of Employer after termination.
21. New York Surcharge. If a Member receives services from a New York state hospital (or other diagnostic facility), the New York Surcharge will be built into the claim submitted by the Host Plan, which will submit payment of the New York Surcharge as if it had been incurred by the Host Plan directly. The New York Surcharge will be handled this way regardless of whether or not the Member received services through the BlueCard PPO

Program. BlueCross will complete any reports that may be due, unless Employer directs otherwise.

22. Section 111 Mandatory Secondary Payor Reporting. Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), titled Medicare Secondary Payor, (hereinafter "Section 111") mandates that, effective January 1, 2009, all group health plans or their representatives submit certain information to CMS. BlueCross is registered as a medical "Required Reporting Entity" as required under Section 111. BlueCross shall report the Plan's medical information required by Section 111. Under no circumstances will BlueCross be required to report workers' compensation or liability insurance information required under Section 111. Employer shall provide all Social Security numbers, tax identification numbers, and the "total number of employees" (as that is defined in the MMSEA) information to BlueCross. BlueCross will not be responsible for any deficiency resulting from Employer's failure to provide such information to BlueCross.

23. Distribution of Materials

- 23.1 Employer shall handle and distribute enrollment materials in a timely manner and promptly provide to BlueCross the information necessary to administer this Agreement. Employer's failure to provide information in a timely manner may substantially delay and/or jeopardize the enrollment of eligible Members.
- 23.2 Employer shall distribute notices that Employer and/or BlueCross are legally required to provide (e.g., special enrollment rights, summary of benefits and coverage documents) in a timely manner and in accordance with all applicable laws. Any off-renewal changes require 60-days advance notice to Members. Employer shall provide BlueCross with enough advance notice of any off-renewal changes, not to be less than 90 days, for BlueCross to meet its obligations under any applicable law and this Agreement. Employer shall indemnify BlueCross and hold BlueCross harmless from any damages, loss, action, claim or suit (including court costs and attorney's fees) arising from or related to its failure to provide such notices.
- 23.3 If BlueCross provides its enrollment and/or change forms ("Forms") and/or any summary plan descriptions, benefit summaries, summary of benefits and coverage, and/or comparison sheets ("Documents") in an electronic medium, and Employer delivers Documents electronically to Members or includes Documents on the Employer's internal intranet or by similar means or for similar purposes, Employer agrees that:
- electronic access shall be limited to the Employer's enrolling employees and covered employees and be restricted to a "read-only" or similar basis;
 - they will replace any hard-copy Forms that have been modified by BlueCross;
 - the hard-copy documents on file with BlueCross shall control in the event of any discrepancy; and
 - the Employer remains solely responsible for the content of the documents and all other legal requirements pertaining to them (e.g., distribution).
- 23.4 BlueCross shall create the Summary of Benefits and Coverage ("SBC") and provide to Employer or its legal representative, for distribution to Members. Employer shall distribute SBC to Members in manner, method and timeframes required under applicable law. The information in the SBC and other Forms provided by BlueCross is based only on those services provided by BlueCross. Employer shall review and approve any Forms and the SBC provided by BlueCross prior to distribution. Employer's distribution of the Forms, SBC, or other materials

indicates that Employer has reviewed and approved the content of such materials. In no circumstance will Members be charged for access to, or creation of the SBC. BlueCross shall not charge Employer for the printing or production of the SBC.

Exhibit D to the Administrative Services Agreement

Medical Management Services Provided by BlueCross

Employer has selected several of BlueCross' Medical Management programs for use by Employer in administering its Plan. All services utilize current medical guidelines and standards. While these services are described below, they may be updated from time to time. The most current information regarding these services can be found at BlueCross' website, **www.bcbst.com**. In the event there is a conflict in the description of the services provided, the information at BlueCross' website shall be controlling.

MEDICAL MANAGEMENT

1. Inpatient Review.
 - 1.1 Inpatient Precertification. BlueCross will review inpatient admissions (hospital, subacute facility, skilled nursing facility, inpatient rehabilitation, and 23-hour observation stays) to evaluate the appropriateness of certain procedures and medical necessity of the requested services. An initial length of stay is assigned upon admission. Emergency inpatient admissions are reviewed within 24 hours of admission or the next business day. Employer's Plan follows BlueCross' standard precertification requirements.
 - 1.2 Concurrent Review of per diem admissions. BlueCross will review Members' inpatient care (hospital, subacute facility, skilled nursing facility, and inpatient rehabilitation) to ensure medically necessary and appropriate care is delivered. Concurrent review is performed as services are being rendered.
 - 1.3 Outlier Review of DRG admissions. BlueCross will review any outlier days billed by a DRG facility on targeted claims after a service is rendered and before payment is made to ensure cost-effectiveness.
2. Retrospective Review. BlueCross will review targeted claims after a service is rendered and before payment is made. The purpose of retrospective review is to provide determinations regarding medical necessity, eligibility and benefits.
3. Prospective Review. BlueCross will review targeted, non-emergency related care procedures, non-routine diagnostics and non-routine pharmacy treatments, as determined by BlueCross, for medical appropriateness and the necessity of the requested procedure and setting prior to the procedure being performed.
4. Pre-determination Review. When requested by a physician or Member, BlueCross will conduct a prospective review to determine whether a procedure will be covered.
5. Specialty Pharmacy Review. BlueCross will review specific drugs administered by licensed health care professionals that are covered under a medical benefit and not a pharmacy benefit.
6. Home Health, Home Infusion Therapy Review. BlueCross will review prescriptions for home health care services and home infusion therapy to evaluate the physician's plan of treatment, appropriateness of setting and medical necessity of the prescribed services, both prospectively and concurrently.
7. Lifestyle/Health Educational Program. BlueCross will send condition-specific educational materials to low-risk Members identified through the prior authorization process.
8. Care Coordination. BlueCross' Care Coordination process systematically identifies opportunities to coordinate and manage Members' total care.

- 8.1 Emergency Services Management Program. Nurses will contact Members who frequently seek emergency room services, identify reasons for the frequent utilization, and provide assistance in controlling future inappropriate use of emergency room services.
 - 8.2 Transition of Care. Throughout the different stages of a Member's treatment, nurses coordinate the Member's transitions to more appropriate care settings.
 - 8.3 Condition-specific Care Coordination Program. Through this program, BlueCross provides assessment and management of low-risk and moderate-risk Members with specific conditions, such as heart disease, respiratory disease, diabetes, asthma or hypertension.
9. Catastrophic Medical and Transplant Case Management. Members with high-risk conditions such as terminal illness, severe injury, major trauma, cognitive or physical disability, or transplant are identified through prior authorization, medical data and claims data. Registered nurses work with the Member, health care providers and primary caregivers to coordinate the most appropriate, cost-effective care settings.
- BlueCross' Catastrophic Medical and Transplant Case Management program utilizes a comprehensive approach that includes benefit analysis, preauthorization, concurrent review, discharge planning and cost-effective continuity of care for Members.
10. Benefits paid through the Catastrophic Medical and Transplant Case Management program may vary from the benefits described in the Plan. This is done when BlueCross has determined that the alternative benefits are more medically appropriate, cost effective, and ensure the best outcomes. The Employer will fund these benefits, and BlueCross' administration of benefits pursuant to the Catastrophic Medical and Transplant Case Management program shall be within the scope of its duties.
11. Pharmacy Management. BlueCross will monitor drug utilization and costs by the application of a Formulary/Prescribing Guidelines, electronic claims submission, management of the pharmacy network, and review of utilization reports. Optional pharmacy management programs may include: application of Preferred Drug List, Prior Authorization process, the setting of quantity limits on certain medications, Pharmacy Care Management for Special Populations, and Specialty Pharmacy Management.
12. Behavioral Health Management. BlueCross will provide the following services as part of its Behavioral Health Inpatient Utilization Management program:
- 12.1 Inpatient pre-certification. BlueCross will review all facility based level-of-care admissions (acute care, residential care, partial hospital care, intensive outpatient care and any other care in lieu of acute care) to evaluate the appropriateness of treatment applying medical necessity criteria. Emergency inpatient admissions are reviewed within 24 hours of admission or the next business day.
 - 12.2 Concurrent Review. BlueCross will review the care of Members in facility-based treatment (acute, residential, partial hospital, intensive outpatient or any other care in lieu of behavioral health acute care) to ensure medically necessary and appropriate care is delivered. Lengths of stay are authorized when care requested meets medical necessity criteria.
 - 12.3 Discharge Planning. BlueCross will assess the Member's behavioral health condition and monitor the behavioral health program's discharge planning to ensure appropriate continuation of care, as necessary, when the Member leaves that particular level of care.

- 12.4 Case Management. BlueCross' Behavioral Health Case management process identifies high risk Members in facility based levels of care and assesses opportunities to coordinate and manage the Member's total behavioral health care to ensure the best outcomes while the Member remains in facility based levels of care.

Exhibit E to the Administrative Services Agreement

DUTIES OF EMPLOYER

1. Services. As long as this Agreement remains in effect, Employer shall:
 - 1.1 Provide BlueCross with a current, detailed description of the Plan and any changes in such Plan;
 - 1.2 Provide BlueCross with the necessary Subscriber and Member eligibility information to enable BlueCross to administer the Plan; and
 - 1.3 Perform other duties and services as described in this Agreement.
2. Notification Regarding Members. Employer shall notify BlueCross of the addition or deletion of Members to the Plan as described below:
 - (a) When a new Member should be added, Employer shall notify BlueCross within forty-five (45) days of the effective date of coverage for that Member. If BlueCross is not notified that a new Member should be added within this time frame, BlueCross shall have no obligation to adjudicate any claims that were incurred prior to this time frame.
 - (b) When a Member should be terminated from coverage under the plan, Employer shall notify BlueCross within forty-five (45) days of the effective date of that Member's termination.
3. Final Authority. Except as otherwise specifically stated in this Agreement, Employer retains all final authority and responsibility for the Plan including, but not limited to, the benefit design of the Plan, claims payment decisions, cost containment program decisions, compliance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), compliance with reporting and remitting abandoned property funds (except as referenced in Exhibit C, Section 5) if required by law, and compliance with any other state and federal laws or regulations applicable to the Employer or the administration of the Plan.

If Employer uses the services of a third party to provide enrollment data and that third party's data does not match BlueCross' data, Employer's data will be used to determine the administrative services fee. BlueCross will work with Employer to resolve the discrepancy. If no agreement can be reached, Employer's records will control. Until the dispute is resolved, Employer must pay the administrative services fee as indicated, based on Employer's records.

Employer must submit all information to BlueCross in writing. The accuracy of any changes performed and administered by BlueCross at the instruction of Employer in benefit design, enrollee status, etc., is the responsibility of Employer. BlueCross is entitled to reasonably rely on Employer's instructions in performing its duties under this Agreement.

BlueCross will administer claims in accordance with the terms and conditions of this Agreement. A Member has the right to appeal any decision regarding or arising out of this Agreement, and that appeals process is defined in the Plan.
4. Eligibility and Enrollment. As of the first day of the Term of this Agreement, the Employer will have delivered enrollment information regarding Members to BlueCross. The Employer shall deliver all employee and dependent eligibility status changes to BlueCross on a monthly basis, or more frequently as mutually agreed by the parties.

- 4.1 The Employer shall be responsible for providing each Subscriber with a copy of the Employee Welfare Benefit Plan and/or the Plan, as determined by the Employer.
 - 4.2 If an employee waives his/her (or his/her dependents') coverage under the Plan at enrollment or open enrollment, the Employer will maintain the original of the waiver, and if the employee has a qualifying event during the plan year, the Employer will certify to BlueCross that the employee executed a waiver at enrollment or open enrollment.
5. Financial Obligations.
- (a) **Claims Funding.** Employer is financially responsible for the funding of all Approved Claims, pursuant to Article II and Exhibit B, and is the Payor of benefits for Members. Employer will provide BlueCross with such authorizations as are necessary to ensure that required instruments are valid with respect to funding Approved Claims for Covered Services under the Plan.
 - (b) **Administrative Services Fees; Late Charges.** Employer agrees to pay promptly all administrative services fees and/or other charges specified in Article II, Exhibit B, Exhibit F, and elsewhere in this Agreement.
6. Assessments.
- (a) If at any time, during or after the term of this Agreement, BlueCross is required to pay any federal, state or local taxes, assessments, or similar government-imposed fees, other than BlueCross' income taxes, that are related to the Plan, the Plan's Members, enrollees, or participants, or BlueCross' services under this Agreement ("Assessments"), Employer will pay BlueCross an additional amount equal to the Assessment. Assessments include, but are not limited to, Assessments based on the number of covered lives in the Plan, the number of covered lives in a given geographic region, fees paid or payable to BlueCross for services provided under this Agreement, including premiums or premium equivalents, Claims paid pursuant to this Agreement, or other assessment methodologies that measure the relative value of benefits or services provided or delivered under the Plan. If any taxes or penalties are imposed, assessed or accrued on any Assessment, Employer will pay BlueCross such additional amounts equal to the tax or penalty.
 - (b) Employer will pay these additional amounts to BlueCross within Thirty (30) days following mailing of Written Notice to Employer of the additional amounts due. Payments not received within the Thirty (30) day period are subject to the late payment charge described in Exhibit B.
 - (c) Employer will pay these additional amounts even if the validity of Assessments has not been finally determined. If it is finally determined that such Assessments were not valid, to the extent such Assessments are refunded or otherwise returned to BlueCross by the appropriate Federal, state or local governmental entity, BlueCross will refund to Employer an amount equal to those additional amounts previously paid by Employer plus interest, if any, determined in accordance with BlueCross' regular procedures then in effect, less a pro rata share of any expenses incurred by BlueCross in contesting the validity of such Assessments.
 - (d) If a Member receives services from a New York state hospital (or other diagnostic facility), the New York Surcharge will be built into the claim submitted by the Host Plan, which will submit payment of the New York Surcharge as if it had been incurred by the Host Plan directly. The New York Surcharge will be handled this way regardless of whether or not the Member received services through the BlueCard PPO Program. Employer will fund any surcharges applied. To have a

lower surcharge, Employer should elect to participate in the New York state pool by notifying the state of New York.

7. Use of Names and Service Marks. The Employer agrees to allow BlueCross to use the Employer's name and service mark on I.D. cards and other forms necessary to implement this Agreement, and to promote the Employer's relationship with BlueCross to potential or existing providers. BlueCross shall not use the Employer's name or service mark for any other purpose without the prior written consent of the Employer.

The parties agree that their respective names, logos, symbols, trademarks, trade names, and service marks of BlueCross, whether presently existing or hereafter established, are their sole property and each retains the right to the use and control thereof. The parties shall not use each other's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of the other and shall cease any such usage immediately upon written notice or upon termination of this Agreement, whichever is sooner.

Employer agrees that the names, logos, symbols, trademarks, trade names, and service marks of BlueCross BlueShield Association, whether presently existing or hereafter established, are the sole property of BlueCross BlueShield Association and BlueCross BlueShield Association retains the right to the use and control thereof. Employer shall not use BlueCross BlueShield Association's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BlueCross BlueShield Association and shall cease any such usage immediately upon written notice by BlueCross BlueShield Association or upon termination of this Agreement, whichever is sooner.

8. Audit of BlueCross. During the term of this Agreement, Employer has the right to audit certain of the functions performed by BlueCross in administering its Plan. Employer may not have access to provider reimbursement or other proprietary information under the control of BlueCross, unless Employer has a compelling reason, to be determined at the discretion of BlueCross, and needs such information to perform its duties in administering the Plan. If Employer needs access to Confidential Information in order to perform such an audit of BlueCross, it shall be subject to Section 9 of this Exhibit to the Agreement.

- 8.1 The time period for a BlueCross Audit shall not exceed 12 months prior to the date the Audit Agreement is executed by the final signatory to the Audit Agreement ("BlueCross Audit Time Period.") The only Claims subject to audit are those Claims paid during the BlueCross Audit Time Period. Any Claims paid prior to the BlueCross Audit Time Period shall not be subject to audit. The only functions subject to audit are the functions that were performed by BlueCross within the BlueCross Audit Time Period. For each BlueCross Audit Time Period, no more than 250 Claims shall be submitted to BlueCross for review.
- 8.2 If Employer uses the services of a third party to perform all or any part of an audit, the Employer and that third party must both execute BlueCross' current Audit Agreement.
- 8.3 Employer may perform a simple audit of BlueCross once during the calendar year while this Agreement is in force without any charge by BlueCross. A "simple audit" is one that requires less than Fifty (50) person hours of work by BlueCross employees to assist in the audit. The Employer must negotiate the cost, parameters, etc. with BlueCross for an audit that does not fit this definition.
- 8.4 Should Employer contract with a third party to perform a contingent fee audit, where the third party's compensation is based on a percentage of errors (or savings, or "uncovered recoveries", etc.), which may be found by the third party in its audit,

BlueCross will cooperate with said third party in the conduct of such contingent fee audit. The parties agree that BlueCross will incur costs in defending its claims adjudication. In consideration for this and BlueCross' cooperation with the auditor, Employer agrees that, in the event the auditor cannot specifically prove that certain claims were adjudicated incorrectly by BlueCross, Employer will reimburse BlueCross the lesser of:

- (a) 3% of the claims the auditor cannot specifically prove were adjudicated incorrectly; or
- (b) BlueCross' costs to defend each claim that the auditor alleges were incorrectly adjudicated; or
- (c) A flat fee of \$1,500.00.

8.5 Employer's right to audit BlueCross without any additional charge terminates with the termination of this Agreement.

8.6 This provision applies whether Employer wishes to audit BlueCross or one of BlueCross' third party vendors.

9. Access to Confidential Information. From time to time, representatives of Employer may need access to certain Confidential Information, as defined in Article I, Section 1.4 of this Agreement, in order to perform its duties under the Plan. Before BlueCross will release any Confidential Information regarding a Member covered under the Plan, BlueCross must receive from the Employer:

- a. Authorization to release the Confidential Information to a specific representative; and
- b. A statement that the representative must have such information in order to perform their job as it relates to the administration of the Plan.

Additionally, the representative must sign and return BlueCross' current Confidentiality Agreement to BlueCross before BlueCross is under any obligation to release any Confidential Information.

9.1 If it is necessary to review BlueCross' Network Provider contracts, they may be reviewed only at BlueCross' headquarters in Chattanooga, Tennessee. Neither the Employer nor its agent may have copies of provider contracts.

9.2 The parties have entered into a Business Associate Agreement, the terms of which control the release and use of Protected Health Information.

10. Claims Incurred and Submitted but not yet Adjudicated. Employer can request reports regarding claims incurred and submitted but not yet adjudicated through the Account Manager.

Exhibit F to the Administrative Services Agreement
DIRECT DEBIT AUTHORIZATION AGREEMENT

The Employer has signed a separate Direct Debit Authorization Agreement, which is hereby incorporated by reference as part of this Agreement.

Exhibit G to the Administrative Services Agreement

INTER-PLAN PROGRAMS

I. Out-of-Area Services

Blue Cross Blue Shield of Tennessee ("BlueCross") has a variety of relationships with other Blue Cross and/or Blue Shield Licensees ("Inter-Plan Programs"). Whenever Members access healthcare services outside the geographic area BlueCross serves ("Service Area"), the Claim for those services may be processed through one of these Inter-Plan Programs and presented to BlueCross for payment in accordance with the rules of the Inter-Plan Programs policies then in effect. The Inter-Plan Programs available to Members under this Agreement are described below.

Typically, Members, when accessing care outside the Service Area, obtain care from healthcare providers that have a contractual agreement (i.e., are "participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from non-participating providers. BlueCross's payment practices in both instances are described below.

A. BlueCard® PPO Program

Under the BlueCard® PPO Program, ("BlueCard") when Members access Covered Services within the area served by a Host Blue, BlueCross will remain responsible to Employer for fulfilling BlueCross's contractual obligations under this Agreement. However, in accordance with applicable Inter-Plan Programs policies then in effect, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its Participating Providers. The financial terms of BlueCard are described generally below. Individual circumstances may arise that are not directly covered by this description.

Liability Calculation Method Per Claim

The calculation of the Member liability on Claims processed through BlueCard will be based on the lower of the Participating Provider's Billed Charges or the negotiated price made available to BlueCross by the Host Blue.

The calculation of Employer's liability on Claims processed through BlueCard will be based on the negotiated price made available to BlueCross by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its Participating Provider(s) an inclusive allowance (e.g., per case or per day amount) for specific services.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue's provider contracts. The negotiated price made available to BlueCross by the Host Blue may represent a payment negotiated by a Host Blue with a Participating Provider that is one of the following:

- (i) an actual price. An actual price is a negotiated payment without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of Billed Charges representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may, in accordance with Inter-Plan Programs policies, prospectively increase or reduce such prices to correct for over- or

underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or received from providers). However, the amount paid by the Member and Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims. BlueCard requires that the price submitted by a Host Blue to BlueCross is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

If a Host Blue uses either an estimated price or an average price on a claim, it may also hold some portion of the amount that Employer pays in a variance account, pending settlement with its participating healthcare providers. Because all amounts paid are final, neither variance account funds held to be paid, nor the funds expected to be received, are due to or from the Employer. Such payable or receivable would be eventually exhausted by healthcare provider settlements and/or through prospective adjustment to the negotiated prices. *Some Host Blues may retain interest earned, if any, on funds held in variance accounts.*

A small number of states require Host Blues either (i) to use a basis for determining Member liability for Covered Services that does not reflect the entire savings realized, or expected to be realized, on a particular Claim or (ii) to add a surcharge.

Should the state in which services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, BlueCross would then calculate Member liability and Employer liability in accordance with applicable law.

Return of Overpayments

Under BlueCard recoveries from a Host Blue or its Participating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits, utilization review refunds, and unsolicited refunds. In some cases, BlueCross or the Host Blue may engage a third party to assist in identification or collection of recovery amounts. Recovery amounts determined in these ways will be applied in accordance with applicable Inter-Plan Programs policies, which generally require correction on a Claim-by-Claim or prospective basis.

BlueCard Fees and Compensation

Employer understands and agrees to reimburse BlueCross for certain fees and compensation for which BlueCross is obligated under BlueCard to pay to the Host Blues, to the BCBSA, and/or to BlueCard vendors, as described below. Fees and compensation under BlueCard may be revised in accordance with BlueCard's standard procedures for revising such fees and compensation, which do not provide for prior approval by Employer. Such revisions typically are made annually as a result of BlueCard policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Employer's benefit period under this Agreement.

BlueCross will charge these fees as follows:

Some of these fees and compensation are charged each time a Claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency fees, and ITS transaction fees. An access fee may be passed on to Employer as an additional Claim liability. If one is charged, it will be a percentage of the discount/differential BlueCross receives from the Host Blue, based on the current rate in accordance with BlueCard's standard procedures for establishing the access fee rate. The access fee will not exceed \$2,000 for any Claim. Other BlueCard-related fees that BlueCross may charge include, but are not limited to, a toll-free number fee, and a fee for providing Participating Provider directories. See Exhibit B (Fee Listing section of this agreement/contract).

BlueCard Access Fees

A BlueCard access fee may be charged only if the Host Blue's arrangement with its provider prohibits billing Members for amounts in excess of the negotiated payment. However, a provider may bill for non-covered services and for Member cost sharing (for example,

deductibles, copayments, and/or coinsurance) related to a particular Claim.

Billing the Access Fees.

When BlueCross is charged a BlueCard access fee, BlueCross may pass the charge along to Employer as a Claim expense or as a separate amount. The access fee will not exceed \$2,000 for any Claim. If BlueCross receives an access fee credit, BlueCross will give Employer a Claim expense credit or a separate credit.

Instances may occur in which the Claim payment is zero or BlueCross pays only a small amount because the amounts eligible for payment were applied to Member cost sharing (such as a Deductible or Coinsurance). In these instances, BlueCross will pay the Host Blue's access fee and pass it along to Employer as stated above even though there was little or no Claim liability.

B. Non-Participating Providers Outside BlueCross's Service Area

Member Liability Calculation

1. In General

When Covered Services are provided outside of BlueCross's Service Area by non-participating providers, the amount(s) a Member pays for such services will generally be based on either the Host Blue's non-participating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the non-participating provider bills and the payment BlueCross will make for the Covered Services.

2. Exceptions

In some exception cases, BlueCross may pay Claims from non-participating providers outside of BlueCross's Service Area based on the provider's billed charge, such as in situations where a Member did not have reasonable access to a Participating Provider, as determined by BlueCross in BlueCross's sole and absolute discretion or by applicable state law. In other exception cases, BlueCross may pay such Claims based on the payment BlueCross would make if BlueCross were paying a non-participating provider inside of BlueCross's Service Area, as described elsewhere in this Agreement, where the Host Blue's corresponding payment would be more than BlueCross's in-Service Area non-participating provider payment, or in BlueCross's sole and absolute discretion, BlueCross may negotiate a payment with such a non-participating provider on an exception basis. In any of these exception situations, the Member may be responsible for the difference between the amount that the non-participating provider bills and the payment BlueCross will make for the Covered Services.

Non-Participating Provider Claim-related Fees

See Exhibit B (Fee Listing section of this Agreement).

C. BlueCard WorldwideTM Program

Member Liability Calculation.

If Members are outside the United States, Puerto Rico, and the U.S. Virgin Islands, they may be able to take advantage of the BlueCard Worldwide Program when accessing covered health services. The BlueCard Worldwide Program is unlike the BlueCard Program in certain ways, in that while the BlueCard Worldwide Program provides a network of contracting inpatient hospitals, it offers only referrals to doctors and other outpatient providers. When Members receive care from doctors and other outpatient providers, the Members will typically have to pay the doctor or outpatient provider and submit a claim to obtain reimbursement for these services.

BlueCard WorldwideTM Program-Related Fees.

BlueCard Worldwide® Program medical assistance and claim support transaction fees are included in the monthly administrative services fee. BlueCard Worldwide® Program administrative expense allowance (AEA) fees are included in the BlueCard network administrative expense and access fees item under additional administrative charges. See Exhibit B (Fee Listing section of this Agreement).

Exhibit H to the Administrative Services Agreement

COBRA ADMINISTRATION PROVIDED BY BLUE CROSS

In the event that any Member is entitled to continuation of their benefits under the summary plan description issued by Employer because of a Qualifying Event, as that term is defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), BlueCross will continue to perform its duties under this Agreement with regard to that Member as outlined below. That Member shall be charged the amount allowed by law (currently, 102% of the premium equivalent charged to active Subscribers, and 150% if the Member is disabled.) BlueCross' and Employer's obligations under this Exhibit shall terminate at the same time this Agreement ends.

1. When an eligible employee (and/or his or her spouse) first enrolls in the Employer's health benefit plan, and the Employer has notified BlueCross of this enrollment, BlueCross shall:
 - 1.1 Issue an initial COBRA notice to the eligible employee at the home address supplied by the Employer. We will send a single notice to the eligible employee and spouse if BlueCross' information is that he/she reside at the same address and enrolled at the same time;
 - 1.2 Send a separate notice to the spouse, if:
 - The spouse lives at a separate address from the eligible employee (and BlueCross is made aware of this by the Employer prior to issuing the notice); or
 - The spouse becomes enrolled in the Employer's health benefit plan at a different time from the eligible employee;
 - 1.3 Issue these notices within 14 days of the date the Employer notifies BlueCross that the eligible employee and/or spouse has enrolled.
2. Once notified by the Employer that a Subscriber and/or Dependents are eligible for COBRA continuation ("Eligible COBRA Participant"), BlueCross shall:
 - 2.1 Remove the Member(s) from Employer's eligible Member record at BlueCross;
 - 2.2 Send a COBRA Qualifying Event Notice to the Eligible COBRA Participant, along with enrollment forms and rate and benefit information within 14 days of receiving notice from the Employer that a Qualifying Event has occurred;
 - 2.3 Send premium equivalent notices to the Eligible COBRA Participant, either by mail or other acceptable method;
 - 2.4 Collect all necessary payments and premium equivalents from said Member, in such amounts as directed by Employer, for all benefits selected to be continued by the qualified beneficiaries. If BlueCross does not receive the necessary payments from a Qualified Beneficiary, BlueCross will:
 - (A) place a stop-pay on the Qualified Beneficiary's benefits; and
 - (B) cancel the Qualified Beneficiary's coverage at the end of the grace period.
 - 2.5 Provide claims processing services;
 - 2.6 Provide access to the provider network(s) selected by the Employer, and the BlueCard/BlueCard PPO program;
 - 2.7 Provide all notices and other documentation required under COBRA on the Employer's behalf once a Member goes on COBRA; and
 - 2.8 Terminate the COBRA continuation coverage at the appropriate time.
 - 2.9 When a notification of termination is generated, (i.e., for failure to submit the enrollment form and pay the applicable premium during the statutory election and/or

grace period, non-payment of premium charges or expiration of the applicable eligibility period for COBRA continuation coverage) BlueCross will:

- (A) Notify the Qualified Beneficiary of the coverage termination, as well as the reason and effective date thereof;
- (B) Notify Employer of any termination of coverage;
- (C) Mail information regarding any available conversion coverage to the terminated Qualified Beneficiary.

2.10 When a Termination of Coverage letter is sent, it will be sent to the Member's current address, as contained in BlueCross' records.

2.11 If Employer terminates its entire health plan, BlueCross shall not send out Termination of Coverage letters.

3. Employer is the Plan Administrator for the purposes of COBRA, and shall:

3.1 Provide the eligibility information for all Qualified Beneficiaries to BCBST with the monthly eligibility information;

3.3 Notify BlueCross that a Subscriber and/or Dependents are eligible for COBRA within 30 days of the Qualifying Event. Employer must submit BlueCross' appropriate form;

3.6 Provide timely notice of the following information (but in no event more than 30 days) to BlueCross in writing when a Qualifying Event occurs: (a) the name and address of the Qualified Beneficiaries; (b) type of qualifying event; (c) the date of the Qualifying Event; (d) the date that Employer-sponsored health coverage would otherwise terminate; (e) the Qualified Beneficiary's ID number; and (f) the Qualified Beneficiary's date of birth; and

3.7 Notify BlueCross of any changes that it becomes aware of that might affect the Eligible COBRA Participant's coverage under COBRA.

4. As consideration for the above-referenced services:

4.1 For Qualified Beneficiaries who have BlueCross administered health benefits:

3.1.1 Employer shall pay BCBST the COBRA administration charge of \$0.75 per Subscriber per month, included in the Administrative Services Fee in Exhibit B;

4.1.2 Employer shall pay BlueCross the same Administrative Services Fee for eligible COBRA Participants as is charged for Subscribers.

4.2 For Qualified Beneficiaries who elect COBRA continuation, but not for BlueCross administered health benefits:

4.2.1 Employer shall pay BlueCross 2% of the premium equivalent remitted.

5. Payment for COBRA administration services is as follows:

5.1 For Qualified Beneficiaries who elect COBRA Continuation for BlueCross administered health benefits:

5.1.1 Employer shall pay to BlueCross the currently charged Administrative Services Fee for all Eligible COBRA Participants;

5.1.2 From each premium equivalent remitted by Eligible COBRA Participants, BlueCross shall:

5.1.2.1 Retain 2% of the premium equivalent received by BlueCross;

5.1.2.2 Credit Employer with the remainder of the premium equivalent received by BlueCross.

5.2 For Qualified Beneficiaries who do not elect COBRA Continuation for BlueCross administered health benefits:

5.2.1 From each premium equivalent remitted by Eligible COBRA Participants, BlueCross shall:

5.2.1.1 Retain 2% of the premium equivalent received by BlueCross;

5.2.1.2 Send a separate check to Employer for the remainder of the premium equivalent received by BlueCross.

6. BlueCross will provide COBRA administration for all Members covered under Employer's health plan.
7. The parties agree that all provisions of the Agreement will apply to this Exhibit and the services and duties required hereunder.
8. "Qualified Beneficiary" means each individual person who is eligible for COBRA continuation coverage, whether formerly covered under the BlueCross administered plan as a Subscriber or a dependent, or covered under another of Employer's benefits plans. "Eligible COBRA Participant" means the group of a Subscriber and/or Dependents, whether formerly covered under the BlueCross or another of Employer's benefit plans, that have elected to be covered together as a family unit and are issued one invoice for COBRA Continuation Coverage by BlueCross.

Exhibit I to the Administrative Services Agreement

Health and Wellness Services

Employer has selected the Health and Wellness Services described below.

1. Services.

- 1.1 Chronic Condition Management. Chronic Condition Management is proactive identification and outreach for the purpose of health coaching to address Members' conditions including congestive heart failure, diabetes, asthma and coronary artery disease. Chronic Condition Management aims to stabilize Member health status, assist individuals in improving self-management of conditions, improve adherence to evidence-based guideline recommended preventive care, as well as promote healthy behavior changes designed to improve quality of life and reduce risk factors.
- 1.2 24/7 Nurseline. BlueCross provides access to experienced nurses via telephone and instant messaging for symptom assessment, general health information, self-care education, and personalized support.

Exhibit M to the Administrative Services Agreement
ONLINE ENROLLMENT SPECIFICATIONS
Through BlueCross Secured Website

BlueCrossBlueCross' Duties and Responsibilities

1. BlueCross will provide a PIN for website access.
2. BlueCross will provide instruction upon Employer's request. Such instruction may be done by telephone or personal contact.
3. BlueCross will accept data, review for accuracy and process enrollment, status change and termination requests in accordance with the eligibility guidelines outlined in the Self-funded Group Application.
4. BlueCross shall maintain a secure website and preserve data as required by law.

Employer's Duties and Responsibilities

1. Employer will submit data only on eligible individuals as outlined in the Self-funded Group Application.
2. Employer will assure that the data submitted is accurate.
3. Employer will submit data on a timely basis in accordance with this Agreement.
4. Employer assumes responsibility for notifying BlueCross when Employer's group administrator or enrollment contact changes, so that BlueCross can revoke that individual's website access. BlueCross will revoke access within 5 working days of being notified. If Employer does not inform BlueCross of any such change, and a former group administrator or enrollment contact enters fraudulent or incorrect information through the website, Employer is responsible for these actions.

Exhibit N to the Administrative Services Agreement
GRIEVANCE SERVICES

This Exhibit describes grievance services.

1. First Level Grievance

- 1.1 BlueCross shall conduct the first level grievance on Employer's behalf. For purposes of handling the first level Grievance, BlueCross is a Limited Fiduciary, as that term is defined in ERISA.
- 1.2 BlueCross' first level grievance committee shall have full discretionary authority to make eligibility, benefit, claim, or any other applicable benefit determinations.
- 1.3 A written decision concerning the grievance shall be sent to the Member and to Employer within the timeframe set forth in the Plan.
- 1.4 Member shall have the opportunity to submit written testimony and any additional written information to the committee. Oral testimony will not be permitted at the first level grievance.
- 1.5 First level grievance shall be the only mandatory level of grievance.

2. Second Level Grievance

- 2.1 Employer does not have a Second Level Grievance.

3. External Review.

- 3.1 Employer does not have External Review.
- 4. The Plan and BlueCross' grievance processes shall be subject to and comply with the review standards applicable to ERISA plans, whether or not the Plan is otherwise governed by ERISA.
 - 5. BlueCross shall, upon Employer's request, provide to Employer any grievance information related to a grievance handled by BlueCross.
 - 6. Nothing in the Plan shall establish a grievance process that contradicts any statement in this Section.
 - 7. BlueCross shall not be required to perform any grievance services not expressly stated in this Section.

Exhibit O to the Administrative Services Agreement
RESERVED

Addendum to Administrative Services Agreement

COF Contract #2010-0124

This addendum shall modify and supersede the attached document Seventh Amendment to the Administrative Services Agreement (the "Agreement") and entered into on the ____ day of _____, 2010, by the City of Franklin, Tennessee and BlueCross Blue ("Vendor"). The Agreement together with this Addendum and the attached document(s) constitute the entire agreement ("Contract").

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under this Contract or any Statement of Work without the prior written consent of the other party. This Addendum 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, but such subcontracting will not relieve Vendor of its duties under this Addendum.
2. Waiver. Neither party's failure or delay to exercise any of its rights or powers under this Addendum 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.
3. Severability. If any term or provision of this Addendum is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Addendum will not be affected, unless the severance of that provision substantially deprives a party of the benefit of its bargain or increases the cost of performing its duties pursuant to this Agreement.
4. Precedence. In the event of conflict between the provisions of this Addendum and any contract, agreement or other document which this Addendum may accompany, the provisions of this Addendum will to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
5. Entire Agreement. This Addendum, including any contract, agreement or other document which this Addendum 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 this Addendum. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.
6. Modifications. City agrees to reference this Addendum on any purchase order issued in furtherance of this Addendum, however, an omission of the reference to this Addendum shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to this Addendum or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify this Addendum; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
7. Survival. These Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which this Addendum may accompany as set forth herein.



WILLIAMSON COUNTY GOVERNMENT

October 10, 2016

Mr. Eric Stuckey, City Administrator
City of Franklin
City Hall Mall – VIA Hand Delivery
Franklin, TN 37064

Dear Mr. Stuckey: *Eric*

In 2001, the Williamson County Board of Commissioners authorized the purchase of the former Battle Ground Academy (BGA) campus on Columbia Avenue. In 2011, a citizens Task Force was appointed to formulate ideas for the various uses and facilities for this 12.5 acre footprint, adjacent to the Williamson County Public Library. In accordance with the resolution outlining possible uses of the property, the Task Force consisted of the City Mayor, alderman, residents and other individuals with interest in senior citizens facilities and performing arts. The property was named Academy Park to encompass the entire parcels of property, including the renovated BGA gymnasiums, operated under the County's Parks and Recreation program.

Throughout the process, task force members provided input to the architect for the design and layout of the proposed buildings and park. Members of the current J. L. Clay Seniors Board served on the task force and part of the discussions that took place included the dissolution of their program as it now exists and that a new seniors program would be located in the Enrichment Center and operated under the County's Parks and Recreation program.

In spring of 2017, Williamson County is looking forward to the grand opening of the Enrichment Center and Performing Arts Center at Academy Park. The new Enrichment Center includes a multi-purpose room for 250, exercise, crafts and game rooms geared for senior programming. The Performing Arts Center includes state-of-the art, retractable, multi-level audience seating for 300, performance stage, dressing rooms, storage and a concessions area.

In accordance with the initial planning of the Academy Park campus, the buildings have been constructed to mirror that which was in place for the BGA campus from 1904 to 2010 and the mature trees have been protected in an effort to preserve the park-like campus.



Mr. Eric Stuckey
October 10, 2016 – Page Two

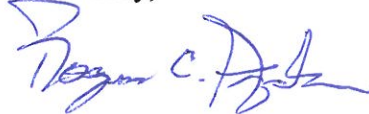
It is my hope that city staff and the Board of Mayor and Alderman for the City of Franklin, will be as proud of the campus and enjoy accessibility to the services and programs it will provide. We think that the neighbors and other city residents will be proud of this 12.5 acre park-like campus, located within walking distance from the heart of downtown Franklin.

As we have discussed throughout recent months, Williamson County respectfully request a financial contribution of \$500,000 from the City of Franklin to be utilized to help offset the cost of the project.

Enclosed are copies of the initial Academy Park plan, which outlines the multiple uses and facilities for which the park was designed. The park was recently home to a very well attended "Shakespeare in the Park" live theatre and we anticipate many more community events of this type.

If I can answer any questions or provide additional information, feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rogers C. Anderson".

Rogers C. Anderson, Mayor
Williamson County

RCA/dg

Enclosures

RESOLUTION 2017-01

A RESOLUTION AUTHORIZING THE CONTRIBUTION OF \$500,000 TO THE WILLIAMSON COUNTY ENRICHMENT CENTER AND PERFORMING ARTS CENTER LOCATED AT ACADEMY PARK IN FRANKLIN

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee, desires to support the redevelopment of the former Battleground Academy campus on Columbia Avenue; and

WHEREAS, Williamson County is investing over \$13 million in the development of an Enrichment Center and Performing Arts Center on the Academy Park campus; and

WHEREAS, through the new facilities in Franklin, Williamson County Parks and Recreation will be able to provide over 130 programming opportunities to citizens including senior and therapeutic, music, theatrical, and dance/exercise programming; and

WHEREAS, the creation of these facilities will also allow the programming of the J. L. Clay Senior Center to move into the County's recreation programming thus eliminating the City's need to provide annual support for the program; and

WHEREAS, the Board of Mayor and Aldermen recently amended the FY2017 budget to accommodate a contribution of \$500,000 from the County Facilities Tax collections/Capital Projects Fund.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen for the City of Franklin that the City of Franklin will make a contribution of \$500,000 to the Williamson County Enrichment Center and Performing Arts Center project and that the City Administrator is hereby authorized to take the necessary steps to implement this contribution.

IT IS SO RESOLVED AND DONE on this ___ day of _____, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

RESOLUTION 2016-84

A RESOLUTION AMENDING THE CHARTER RELATIVE TO ORDINANCE OR RESOLUTION ADOPTION FOR ANNEXATION OR DEANNEXATION OF PROPERTY

WHEREAS, the Charter of the City of Franklin, Tennessee, is incorporated by Chapter 126 of the Private Acts of Tennessee for 1967, as amended, of the General Assembly of the State of Tennessee; and

WHEREAS, the City of Franklin is permitted by state law to expand and contract its municipal boundaries in certain circumstances; and

WHEREAS, Article V, Section 4 of the City Charter provides that such annexation or deannexation must be accomplished by a three-reading ordinance; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 51 provides that annexation must be accomplished by resolution; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the citizens of the City of Franklin to clarify this discrepancy within the City Charter.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE THAT:

The Honorable Jack Johnson and the Honorable Charles M. Sargent, Jr. are hereby requested to introduce the following Act to the General Assembly of the State of Tennessee:

"AN ACT to amend the Charter of the City of Franklin, Tennessee, being Chapter 126 of the Private Acts of Tennessee for 1967, as amended:

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

Section 1. Article V shall be amended by modifying Section 4 by deleting the text shown in ~~strike through~~ and adding the text shown in **bold** so that it shall read as follows:

"Section 4. - Ordinance Adoption.

All ordinances shall begin with the enacting clause, "BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN." Every proposed ordinance shall be introduced in writing, in the form required for final adoption and, as nearly as practicable, as amending, repealing or adding sections or chapters to the city code. Upon introduction, the city administrator shall distribute a copy to each member of the board. The body of ordinances may be omitted from the journal, but reference shall be made to the ordinance by number and subject matter. No appropriation of money, levy or taxes, ~~or zoning change or annexation or de-annexation of property~~ shall be made unless the ordinance authorizing the same be passed on three (3) different days, and shall have received on its final passage an affirmative vote of a majority of the entire board. **Annexation or de-annexation of property shall be accomplished by ordinance or resolution as provided by state law, and the same shall be passed on three (3)**

different days, and shall have received on its final passage an affirmative vote of a majority of the entire board. All other ordinances shall be passed on two (2) separate days. Every ordinance shall be effective upon final passage unless by its terms the effective date is deferred. Ordinances shall be authenticated by the recorder or in such manner as the board by resolution shall direct. A summary of the material provisions of every ordinance and a notice that it is on file in the recorder's office shall be published in a newspaper circulating in the city."

Section 2. This act shall become effective when it has been approved by the Board of Mayor and Aldermen of the City of Franklin by a vote of not less than two-thirds of the entire membership of the board after its signing by the governor of this state. The approval or non-approval of the act by the Board of Mayor and Aldermen shall be certified by the mayor of the City of Franklin to the Tennessee Secretary of State."

ADOPTED THIS ____ DAY OF _____, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley, City Attorney

FY 2017-2026 CIP - BOMA Selections - Non-Weighted

(Facilities, Parks & Recreation, and Transportation Projects)



Funded Projects
Staff Recommended Projects and Capacity Projects
Staff Recommended Projects
Capacity Projects

Project Information						Total Votes (X of 9)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
PK16014	East/Southeast Multipurpose Park	Parks & Recreation	Pending	4	\$ 13,200,000.00	8	\$ 13,200,000.00	1
ST16007	East McEwen Drive Improvements - Phase 4	Transportation	Active	4	\$ 26,428,800.00	8	\$ 39,628,800.00	2
ST16037	Sidewalk Gaps	Transportation	Pending	4	\$ 1,250,000.00	8	\$ 40,878,800.00	3
FD16001	Fire Station 7 (Goose Creek Area)	Facilities	Active	4	\$ 4,330,000.00	7	\$ 45,208,800.00	4
ST16009	Franklin Road Improvements & Streetscape	Transportation	Active	4	\$ 14,340,000.00	7	\$ 59,548,800.00	5
ST16002	Goose Creek Interchange Lighting	Transportation	Pending	3	\$ 870,000.00	6	\$ 60,418,800.00	6
FM16001	New City Hall	Facilities	Active	4	\$ 24,100,000.00	5	\$ 84,518,800.00	7
ST16014	Franklin Rd & Mallory Station Rd Int. Improv.	Transportation	Pending	3	\$ 3,920,000.00	5	\$ 88,438,800.00	8
PK16018	Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	Pending	4	\$ 130,000.00	4	\$ 88,568,800.00	9
PK16020	Bicentennial Park Schematic Design & Construction	Parks & Recreation	Active	4	\$ 1,905,000.00	4	\$ 90,473,800.00	10
ST16030	Sidewalk Lewisburg Ave	Transportation	Pending	4	\$ 580,000.00	4	\$ 91,053,800.00	11
PK16002	Main Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 698,000.00	3	\$ 91,751,800.00	12
PK16008	Jim Warren Park Renovations	Parks & Recreation	Pending	3	\$ 2,885,000.00	3	\$ 94,636,800.00	13
PK16009	Liberty Park Improvements	Parks & Recreation	Pending	1	\$ 557,000.00	3	\$ 95,193,800.00	14
ST16008	East McEwen Dr. Right-Turn Bypass Lane	Transportation	Pending	4	\$ 974,400.00	3	\$ 96,168,200.00	15
ST16011	Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	Pending	3	\$ 4,440,000.00	3	\$ 100,608,200.00	16
ST16017	Long Lane/Old Peytonsville Rd Connector at I-65	Transportation	Active	3	\$ 12,790,000.00	3	\$ 113,398,200.00	17
ST16031	Liberty Pike Sidewalk	Transportation	Pending	3	\$ 102,000.00	3	\$ 113,500,200.00	18
ST16038	Major Street Resurfacing	Transportation	Pending	2	\$ 13,800,000.00	3	\$ 127,300,200.00	19
PK16001	Hayes Home Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 718,500.00	2	\$ 128,018,700.00	20
PK16010	Splash Pad	Parks & Recreation	Pending	1	\$ 600,000.00	2	\$ 128,618,700.00	21
PK16013	Greenway & Bridge (Harlinsdale to Fulton Greer)	Parks & Recreation	Pending	3	\$ 652,944.00	2	\$ 129,271,644.00	22
ST16012	East McEwen Drive Extension - Phase 5	Transportation	Active	1	\$ 12,587,800.00	2	\$ 141,859,444.00	23
ST16015	Carothers Parkway Widening (Falcon Creek to SR-96)	Transportation	Pending	3	\$ 16,676,000.00	2	\$ 158,535,444.00	24
ST16019	N Royal Oaks Blvd (Alexander Plaza to Liberty Pk)	Transportation	Pending	1	\$ 8,688,400.00	2	\$ 167,223,844.00	25
ST16028	Clovercroft Road (SR96 to Oxford Glen)	Transportation	Pending	3	\$ 14,458,150.00	2	\$ 181,681,994.00	26
ST16029	Multi-Use Trail S Royal Oaks	Transportation	Pending	1	\$ 810,000.00	2	\$ 182,491,994.00	27
TOC16001	Carothers Parkway (South) ITS Extension	Transportation	Pending	4	\$ 1,375,000.00	2	\$ 183,866,994.00	28
TOC16002	ITS Camera at Columbia Ave & Mack Hatcher Pkwy	Transportation	Pending	2	\$ 85,000.00	2	\$ 183,951,994.00	29
PK16004	North Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	2	\$ 689,400.00	1	\$ 184,641,394.00	30
PK16005	Harlinsdale Visitor Center & Museum	Parks & Recreation	Pending	2	\$ 3,100,760.00	1	\$ 187,742,154.00	31
PK16006	Worker House I & II (Harlinsdale)	Parks & Recreation	Pending	2	\$ 342,000.00	1	\$ 188,084,154.00	32
PK16012	Greenway (Pinkerton to Bicentennial)	Parks & Recreation	Pending	3	\$ 5,710,126.00	1	\$ 193,794,280.00	33
PK16016	Lockwood Glen Park	Parks & Recreation	Pending	2	\$ 210,750.00	1	\$ 194,005,030.00	34
PK16019	Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	Pending	2	\$ 128,000.00	1	\$ 194,133,030.00	35
ST16004	Carothers Parkway Extension	Transportation	Pending	1	\$ 5,172,000.00	1	\$ 199,305,030.00	36
ST16006	Jordan Road Improvements	Transportation	Active	4	\$ 2,062,000.00	1	\$ 201,367,030.00	37
ST16013	Aspen Grove Dr & Seaboard Ln Intersection Improv.	Transportation	Active	2	\$ 1,708,000.00	1	\$ 203,075,030.00	38
ST16016	Lewisburg Pike Imp. (Donelson Crk Pkwy to SR-397)	Transportation	Pending	3	\$ 12,720,000.00	1	\$ 215,795,030.00	39

FY 2017-2026 CIP - BOMA Selections - Non-Weighted

(Facilities, Parks & Recreation, and Transportation Projects)



Funded Projects
Staff Recommended Projects and Capacity Projects
Staff Recommended Projects
Capacity Projects

Project Information						Total Votes (X of 9)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
ST16018	S. Margin Infrastructure Upgrades (1st to Columbia)	Transportation	Pending	4	\$ 7,393,680.00	1	\$ 223,188,710.00	40
ST16022	Carothers Parkway Widening (Long Lane to Falcon Creek)	Transportation	Pending	3	\$ 9,435,629.00	1	\$ 232,624,339.00	41
ST16024	Multi-Use Trail Mack Hatcher (Franklin to Hillsboro)	Transportation	Pending	3	\$ 2,295,000.00	1	\$ 234,919,339.00	42
ST16025	Multi-Use Trail Oxford Glen Dr (Dailly to McEwen)	Transportation	Pending	3	\$ 870,000.00	1	\$ 235,789,339.00	43
ST16026	Multi-Use Trail Forrest Crossing Blvd	Transportation	Pending	3	\$ 375,000.00	1	\$ 236,164,339.00	44
ST16027	Boyd Mill Ave (Downs to SR96W)	Transportation	Pending	2	\$ 7,421,542.00	1	\$ 243,585,881.00	45
ST16032	West Main Street (Natchez St to Downs Blvd)	Transportation	Pending	4	\$ 8,752,750.00	1	\$ 252,338,631.00	46
ST16034	Jordan Road (McEwen - Liberty)	Transportation	Pending	1	\$ 2,400,000.00	1	\$ 254,738,631.00	47
ST16036	Hillsboro Road Temporary Sidewalk	Transportation	Pending	1	\$ 550,000.00	1	\$ 255,288,631.00	48
TOC16003	ITS Camera at Franklin Rd & Mallory Station Rd	Transportation	Pending	2	\$ 85,000.00	1	\$ 255,373,631.00	49
TOC16007	Lewisburg Pike ITS Extension	Transportation	Pending	1	\$ 150,000.00	1	\$ 255,523,631.00	50
PK16003	Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	Pending	1	\$ 549,000.00	0		
PK16007	North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	Pending	1	\$ 292,500.00	0		
PK16011	Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	Pending	3	\$ 907,255.00	0		
PK16017	Greenway (Lewisburg to I-65/Harpeth River)	Parks & Recreation	Pending	1	\$ 3,300,000.00	0		
ST16001	Carlisle Lane Improvements	Transportation	Pending	1	\$ 4,186,000.00	0		
ST16003	Peytonsville Road Extension	Transportation	Pending	1	\$ 16,812,000.00	0		
ST16005	Peytonsville Rd & Pratt Ln Intersection Improv.	Transportation	Pending	1	\$ 5,016,000.00	0		
ST16010	Beta Drive Extension	Transportation	Pending	1	\$ 4,306,000.00	0		
ST16020	Multi-Use Trail SR-96W (Vera Valley Dr to 9th Ave)	Transportation	Pending	2	\$ 1,913,867.00	0		
ST16021	Multi-Use Trail (Mack Hatcher Pkwy to EFBP)	Transportation	Pending	1	\$ 1,987,451.00	0		
ST16023	Multi-Use Trail 1st Ave (South Margin to Bridge)	Transportation	Pending	1	\$ 1,470,000.00	0		
ST16033	Carters Creek Pk (Old Carters Creek - Downs Blvd)	Transportation	Pending	2	\$ 23,287,500.00	0		
ST16035	Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	Pending	2	\$ 17,900,000.00	0		
TOC16004	Hillsboro Road ITS Extension	Transportation	Pending	3	\$ 700,000.00	0		
TOC16005	Highway 96 West ITS Extension - Phase 1	Transportation	Pending	1	\$ 285,000.00	0		
TOC16006	Highway 96 West ITS Extension - Phase 2	Transportation	Pending	1	\$ 310,000.00	0		

Staff Recommended Projects and Capacity Projects

ST 16014 - Franklin Rd & Mallory Station Rd



City of Franklin, Sept 13, 2016

ST16011 - Mallory/N Royal Oaks & Liberty Intersection



City of Peachtree City, GA

ST16017 - Long Lane Old Peytonsville Rd Connector



ST16015 - Carothers Parkway Widening (SR96 - Falcon Creek)



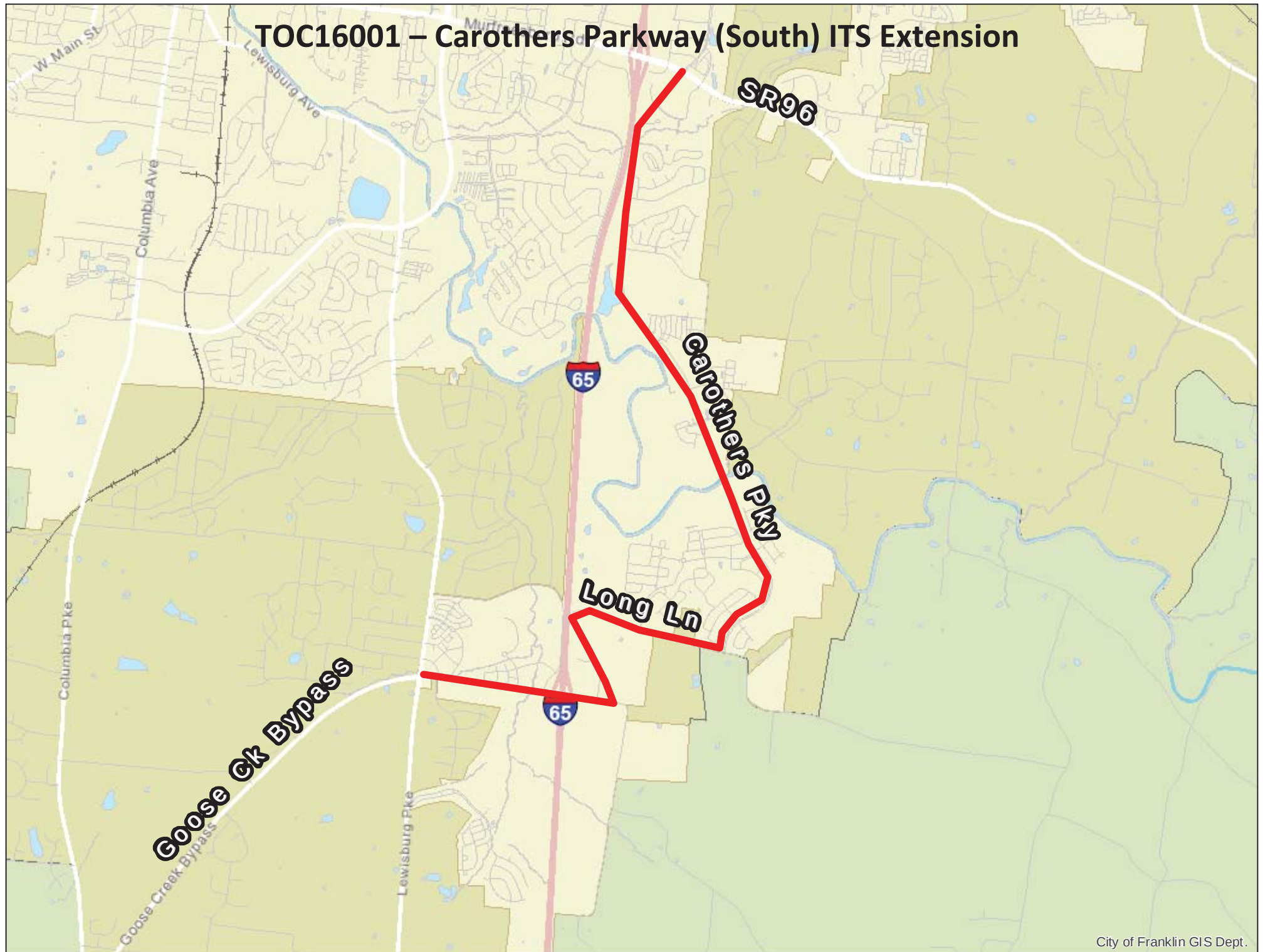
ST16019 - N Royal Oaks (Alexander Plz - Liberty)



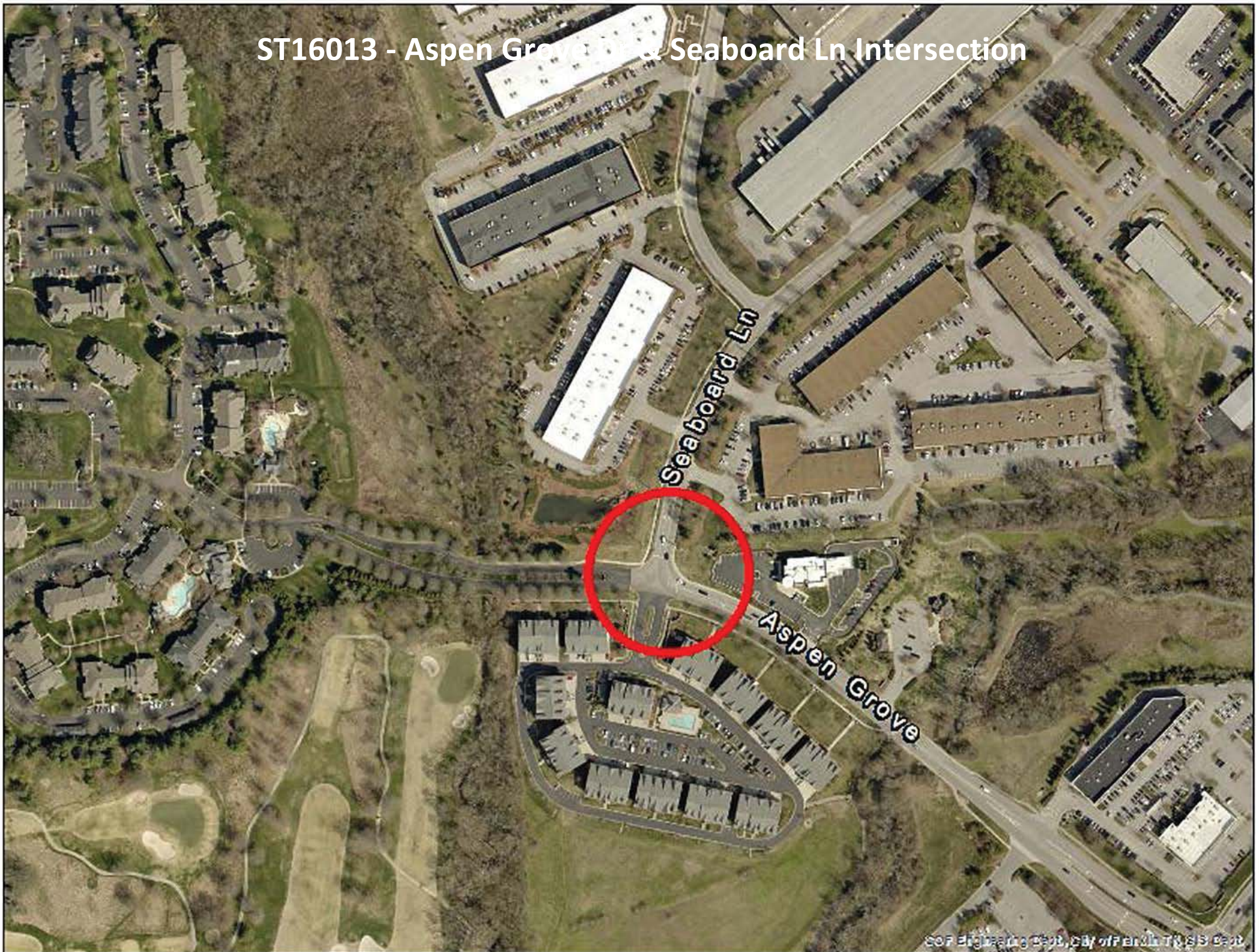
ST16028 - Clovercroft Road (SR96 to Oxford Glen)



TOC16001 – Carothers Parkway (South) ITS Extension



ST16013 - Aspen Grove Blvd & Seaboard Ln Intersection



ST16016 - Lewisburg Pike (SR397-Donaldson Creek)

Mack Hatcher

Lewisburg Pk.

Donelson Creek Pkwy

Holly Hill Dr

City of Franklin GIS Dept

ST16018 - S. Margin Infrastructure Upgrades



ST16010 - Beta Drive Extension



ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)

Fowlkes St

**FUTURE CARTER'S HILL
BATTLEFIELD PARK**

Columbia Ave

Downs Boulevard

TOC16004 - Hillsboro Road ITS Extension



Staff Recommended Projects



Park16018 – Eastern Flank Circle Repair



ST16030 - Sidewalk Lewisburg Ave

Lewisburg Ave

Stewart St

Thompson Al

Park16002 – Main Barn Restoration

The map displays the Harlinsdale area, including roads such as Claude Yates Dr, Harlinsdale Rd, and Morpingside Dr. A red polygon outlines the project area, which includes the Main Barn Restoration site. An inset photograph shows the barn, a large white building with a green roof, situated behind a white fence. The map also shows a pond and surrounding residential areas.



Park16013 - Greenway (Harlinsdale to Cheek & Fulton Greer Park)



City of Franklin 12/13/2016

Park 16012 - (Pinkerton Park to Bicentennial Park)



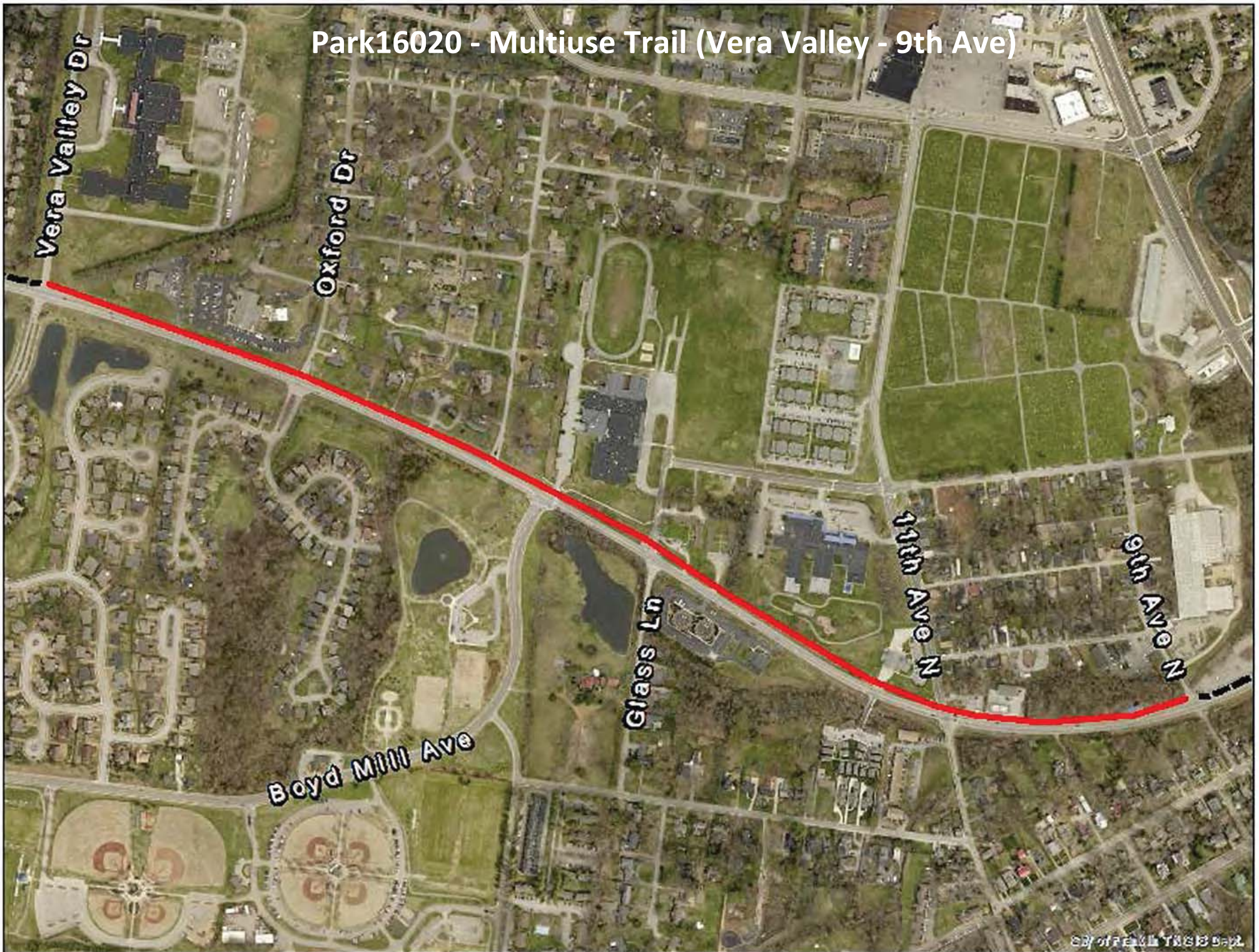
ST16006 - Jordan Road Improvement



ST16024 - Multiuse Trail Mack Hatcher (Franklin - Hillsboro)

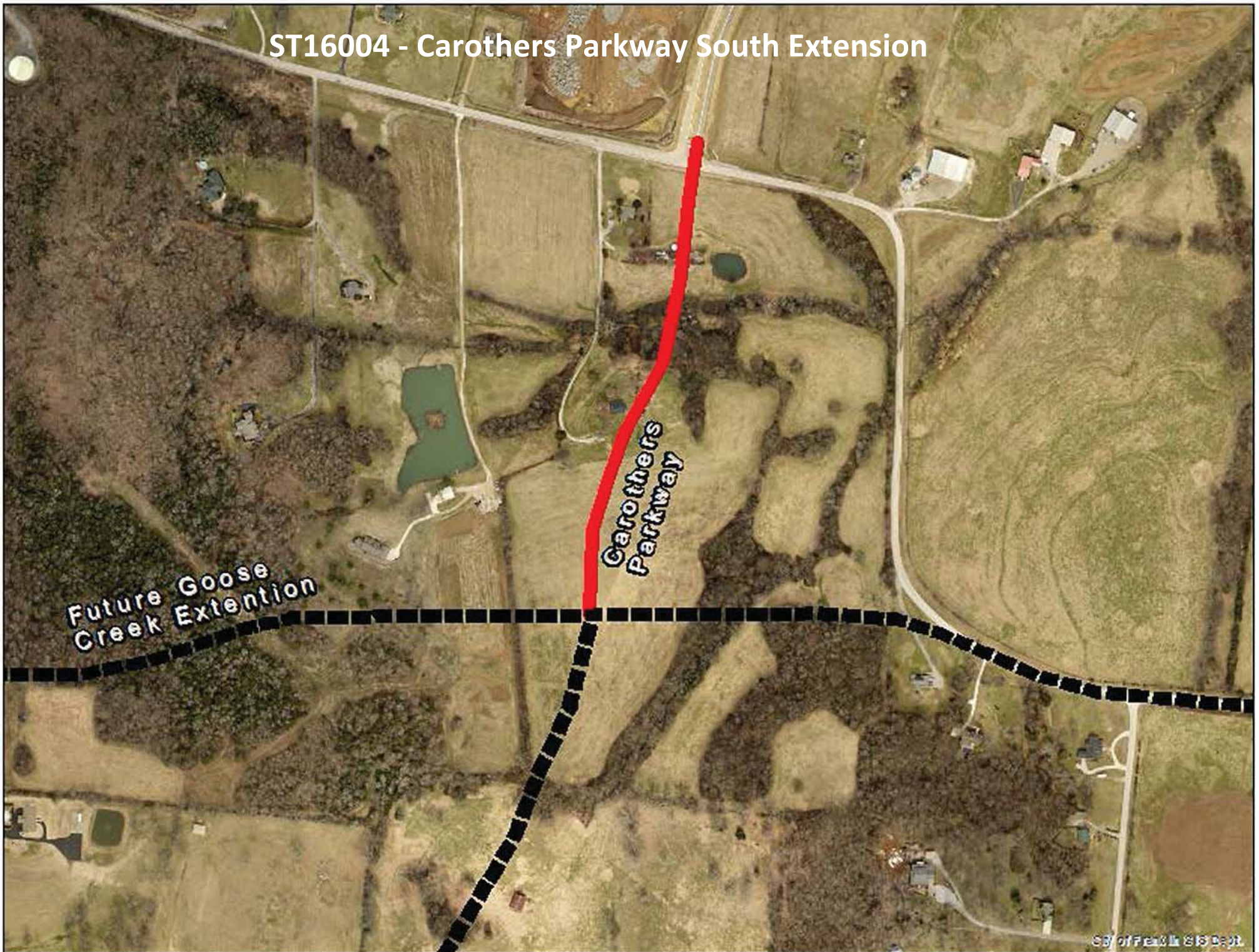


Park16020 - Multiuse Trail (Vera Valley - 9th Ave)

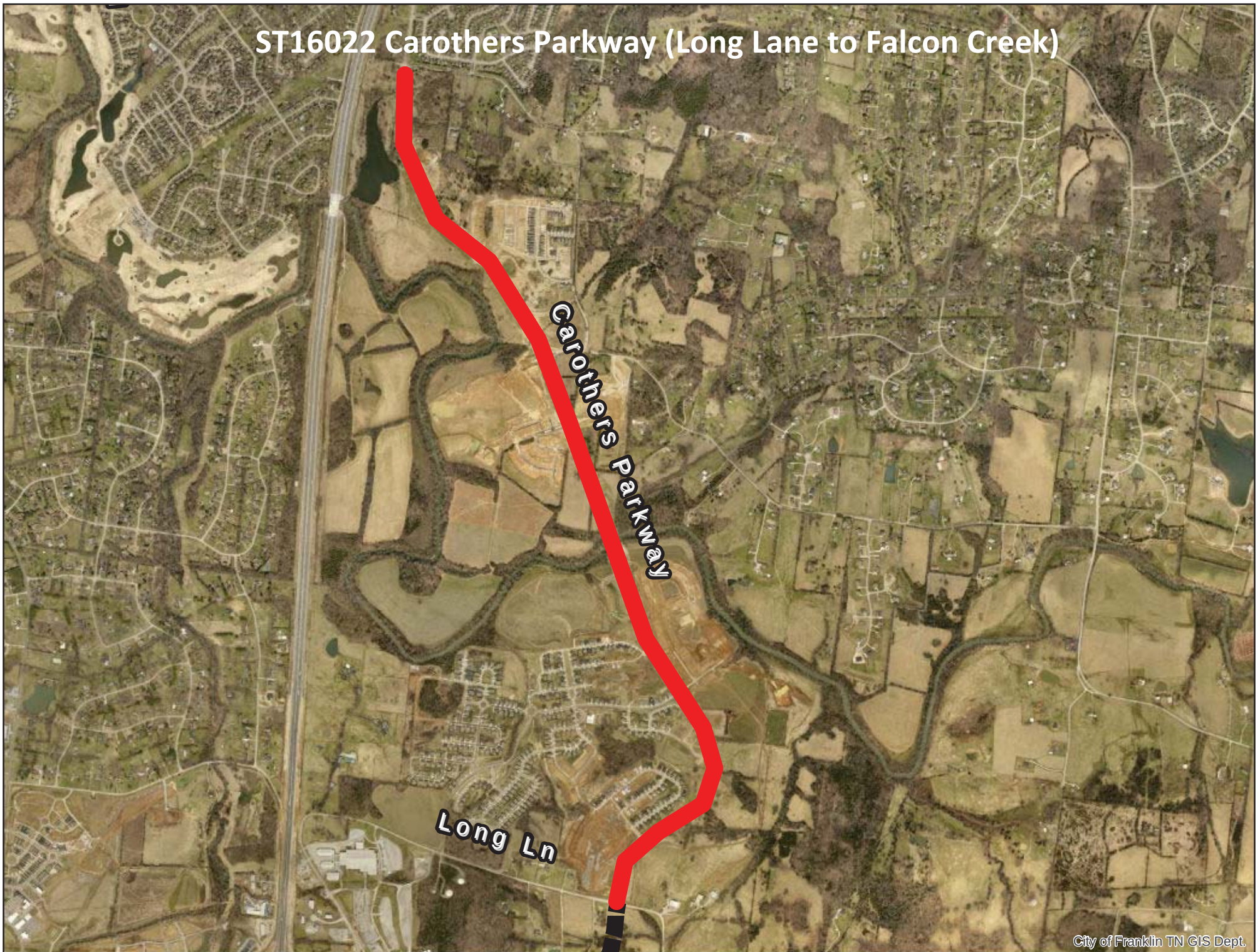


Capacity Projects

ST16004 - Carothers Parkway South Extension



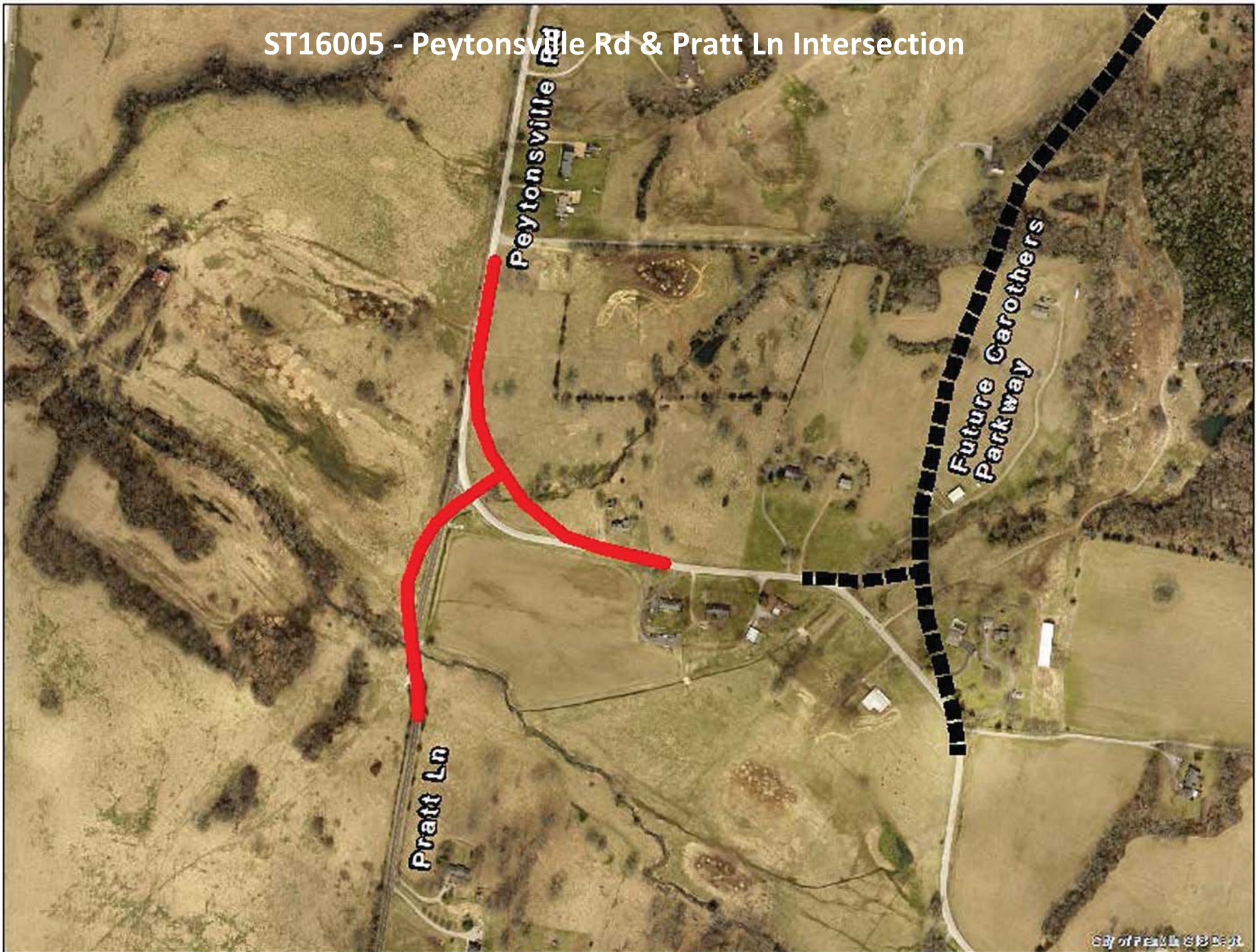
ST16022 Carothers Parkway (Long Lane to Falcon Creek)



ST16003 - Peytonsville Road Extension



ST16005 - Peytonsville Rd & Pratt Ln Intersection



FY 2017-2026 CIP - BOMA Selections - Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Weighted Votes (X of 18)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
ST16007	East McEwen Drive Improvements - Phase 4	Transportation	Active	4	\$ 26,428,800.00	15	\$ 26,428,800.00	1
ST16037	Sidewalk Gaps	Transportation	Pending	4	\$ 1,250,000.00	10	\$ 27,678,800.00	2
FD16001	Fire Station 7 (Goose Creek Area)	Facilities	Active	4	\$ 4,330,000.00	9	\$ 32,008,800.00	3
PK16014	East/Southeast Multipurpose Park	Parks & Recreation	Pending	4	\$ 13,200,000.00	8	\$ 45,208,800.00	4
ST16002	Goose Creek Interchange Lighting	Transportation	Pending	3	\$ 870,000.00	7	\$ 46,078,800.00	5
ST16009	Franklin Road Improvements & Streetscape	Transportation	Active	4	\$ 14,340,000.00	7	\$ 60,418,800.00	6
PK16018	Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	Pending	4	\$ 130,000.00	6	\$ 60,548,800.00	7
ST16030	Sidewalk Lewisburg Ave	Transportation	Pending	4	\$ 580,000.00	6	\$ 61,128,800.00	8
FM16001	New City Hall	Facilities	Active	4	\$ 24,100,000.00	5	\$ 85,228,800.00	9
ST16014	Franklin Rd & Mallory Station Rd Int. Improv.	Transportation	Pending	3	\$ 3,920,000.00	5	\$ 89,148,800.00	10
PK16002	Main Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 698,000.00	4	\$ 89,846,800.00	11
PK16008	Jim Warren Park Renovations	Parks & Recreation	Pending	3	\$ 2,885,000.00	4	\$ 92,731,800.00	12
PK16009	Liberty Park Improvements	Parks & Recreation	Pending	1	\$ 557,000.00	4	\$ 93,288,800.00	13
PK16010	Splash Pad	Parks & Recreation	Pending	1	\$ 600,000.00	4	\$ 93,888,800.00	14
PK16013	Greenway & Bridge (Harlinsdale to Fulton Greer)	Parks & Recreation	Pending	3	\$ 652,944.00	4	\$ 94,541,744.00	15
PK16020	Bicentennial Park Schematic Design & Construction	Parks & Recreation	Active	4	\$ 1,905,000.00	4	\$ 96,446,744.00	16
ST16008	East McEwen Dr. Right-Turn Bypass Lane	Transportation	Pending	4	\$ 974,400.00	4	\$ 97,421,144.00	17
ST16017	Long Lane/Old Peytonsville Rd Connector at I-65	Transportation	Active	3	\$ 12,790,000.00	4	\$ 110,211,144.00	18
ST16031	Liberty Pike Sidewalk	Transportation	Pending	3	\$ 102,000.00	4	\$ 110,313,144.00	19
ST16038	Major Street Resurfacing	Transportation	Pending	2	\$ 13,800,000.00	4	\$ 124,113,144.00	20
ST16011	Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	Pending	3	\$ 4,440,000.00	3	\$ 128,553,144.00	21
TOC16002	ITS Camera at Columbia Ave & Mack Hatcher Pkwy	Transportation	Pending	2	\$ 85,000.00	3	\$ 128,638,144.00	22
PK16001	Hayes Home Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 718,500.00	2	\$ 129,356,644.00	23
PK16004	North Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	2	\$ 689,400.00	2	\$ 130,046,044.00	24
PK16016	Lockwood Glen Park	Parks & Recreation	Pending	2	\$ 210,750.00	2	\$ 130,256,794.00	25
PK16019	Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	Pending	2	\$ 128,000.00	2	\$ 130,384,794.00	26
ST16006	Jordan Road Improvements	Transportation	Active	4	\$ 2,062,000.00	2	\$ 132,446,794.00	27
ST16012	East McEwen Drive Extension - Phase 5	Transportation	Active	1	\$ 12,587,800.00	2	\$ 145,034,594.00	28
ST16015	Carothers Parkway Widening (Falcon Creek to SR-96)	Transportation	Pending	3	\$ 16,676,000.00	2	\$ 161,710,594.00	29
ST16019	N Royal Oaks Blvd (Alexander Plaza to Liberty Pk)	Transportation	Pending	1	\$ 8,688,400.00	2	\$ 170,398,994.00	30
ST16022	Carothers Parkway Widening (Long Lane to Falcon Creek)	Transportation	Pending	3	\$ 9,435,629.00	2	\$ 179,834,623.00	31
ST16028	Clovercroft Road (SR96 to Oxford Glen)	Transportation	Pending	3	\$ 14,458,150.00	2	\$ 194,292,773.00	32
ST16029	Multi-Use Trail S Royal Oaks	Transportation	Pending	1	\$ 810,000.00	2	\$ 195,102,773.00	33
TOC16001	Carothers Parkway (South) ITS Extension	Transportation	Pending	4	\$ 1,375,000.00	2	\$ 196,477,773.00	34

FY 2017-2026 CIP - BOMA Selections - Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Weighted Votes (X of 18)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
TOC16003	ITS Camera at Franklin Rd & Mallory Station Rd	Transportation	Pending	2	\$ 85,000.00	2	\$ 196,562,773.00	35
PK16005	Harlinsdale Visitor Center & Museum	Parks & Recreation	Pending	2	\$ 3,100,760.00	1	\$ 199,663,533.00	36
PK16006	Worker House I & II (Harlinsdale)	Parks & Recreation	Pending	2	\$ 342,000.00	1	\$ 200,005,533.00	37
PK16012	Greenway (Pinkerton to Bicentennial)	Parks & Recreation	Pending	3	\$ 5,710,126.00	1	\$ 205,715,659.00	38
ST16004	Carothers Parkway Extension	Transportation	Pending	1	\$ 5,172,000.00	1	\$ 210,887,659.00	39
ST16013	Aspen Grove Dr & Seaboard Ln Intersection Improv.	Transportation	Active	2	\$ 1,708,000.00	1	\$ 212,595,659.00	40
ST16016	Lewisburg Pike Imp. (Donelson Crk Pkwy to SR-397)	Transportation	Pending	3	\$ 12,720,000.00	1	\$ 225,315,659.00	41
ST16018	S. Margin Infrastructure Upgrades (1st to Columbia)	Transportation	Pending	4	\$ 7,393,680.00	1	\$ 232,709,339.00	42
ST16024	Multi-Use Trail Mack Hatcher (Franklin to Hillsboro)	Transportation	Pending	3	\$ 2,295,000.00	1	\$ 235,004,339.00	43
ST16025	Multi-Use Trail Oxford Glen Dr (Dalily to McEwen)	Transportation	Pending	3	\$ 870,000.00	1	\$ 235,874,339.00	44
ST16026	Multi-Use Trail Forrest Crossing Blvd	Transportation	Pending	3	\$ 375,000.00	1	\$ 236,249,339.00	45
ST16027	Boyd Mill Ave (Downs to SR96W)	Transportation	Pending	2	\$ 7,421,542.00	1	\$ 243,670,881.00	46
ST16032	West Main Street (Natchez St to Downs Blvd)	Transportation	Pending	4	\$ 8,752,750.00	1	\$ 252,423,631.00	47
ST16034	Jordan Road (McEwen - Liberty)	Transportation	Pending	1	\$ 2,400,000.00	1	\$ 254,823,631.00	48
ST16036	Hillsboro Road Temporary Sidewalk	Transportation	Pending	1	\$ 550,000.00	1	\$ 255,373,631.00	49
TOC16007	Lewisburg Pike ITS Extension	Transportation	Pending	1	\$ 150,000.00	1	\$ 255,523,631.00	50
PK16003	Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	Pending	1	\$ 549,000.00	0		
PK16007	North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	Pending	1	\$ 292,500.00	0		
PK16011	Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	Pending	3	\$ 907,255.00	0		
PK16017	Greenway (Lewisburg to I-65/Harpeth River)	Parks & Recreation	Pending	1	\$ 3,300,000.00	0		
ST16001	Carlisle Lane Improvements	Transportation	Pending	1	\$ 4,186,000.00	0		
ST16003	Peytonsville Road Extension	Transportation	Pending	1	\$ 16,812,000.00	0		
ST16005	Peytonsville Rd & Pratt Ln Intersection Improv.	Transportation	Pending	1	\$ 5,016,000.00	0		
ST16010	Beta Drive Extension	Transportation	Pending	1	\$ 4,306,000.00	0		
ST16020	Multi-Use Trail SR-96W (Vera Valley Dr to 9th Ave)	Transportation	Pending	2	\$ 1,913,867.00	0		
ST16021	Multi-Use Trail (Mack Hatcher Pkwy to EFBP)	Transportation	Pending	1	\$ 1,987,451.00	0		
ST16023	Multi-Use Trail 1st Ave (South Margin to Bridge)	Transportation	Pending	1	\$ 1,470,000.00	0		
ST16033	Carters Creek Pk (Old Carters Creek - Downs Blvd)	Transportation	Pending	2	\$ 23,287,500.00	0		
ST16035	Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	Pending	2	\$ 17,900,000.00	0		
TOC16004	Hillsboro Road ITS Extension	Transportation	Pending	3	\$ 700,000.00	0		
TOC16005	Highway 96 West ITS Extension - Phase 1	Transportation	Pending	1	\$ 285,000.00	0		
TOC16006	Highway 96 West ITS Extension - Phase 2	Transportation	Pending	1	\$ 310,000.00	0		