City of Franklin

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

Meeting Agenda

Work Session

Tuesday, June 25, 2024 | **4:30 PM** | **Board Room**

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Presentation Of The Williamson County CCTE STEM Emerging Careers Camp

   Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

2. *Consideration Of Ordinance 2024-25, An Ordinance To Establish All-Way Stop Control At The Intersection Of Jewell Avenue And Ripley Lane

   Sponsors: Paul Holzen, Adam Moser

3. *Consideration Of Amendment 1 To COF Contract No. 2022-0154, With The Refuge Center For Reimbursement With CDBG-CV Funds In An Amount Not To Exceed $23,000

   Sponsors: Tom Marsh, Kathleen Sauseda

4. Discussion Of Alternative Financing Tools Available To Tennessee Local Governments
   WS 2/27/24

   Sponsors: Kristine Brock, Shauna Billingsley

5. Consideration Of Amendment 1 To COF Contract No. 2023-0095, With 228 Franklin, LLC For The Middle Eight Parkland Impact Fee And Construction Agreement

   Sponsors: Lisa Clayton, Heather Eusebio

6. Consideration Of COF Contract No. 2024-0179, With The Tennessee Department Of Environment And Conservation American Rescue Plan Act For The Competitive Grant Amount Of $5,600,000

   Sponsors: Michelle Hatcher

7. Status Update Of New City Hall Project And Construction Manager At Risk (CMAR) Request For Proposals

   Sponsors: Vernon Gerth, Chris Koeper, Robyn Freeman

8. Discussion Of New City Hall Planning: Building Elevations, Community Engagement Results, And Park Design

   Sponsors: Vernon Gerth, Kelly Dannenfelser, Anna Ruth Kimbrough, Gary Vogrin, Katie Rudowski

9. Discussion Of Board Of Mayor And Aldermen Pay
   WS 2/13/24

   Sponsors: Alderman Beverly Burger

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.

City of Franklin

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

File #: 21-04829

DATE: June 3, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

Presentation Of The Williamson County CCTE STEM Emerging Careers Camp

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the results of Day One of the Williamson County CCTE STEM Emerging Careers Camp, held May 30, 2024.

BACKGROUND/STAFF COMMENTS:

From architecture and engineering to graphic design and photography, rising seventh and eighth grade girls were introduced to numerous vocations at the 2024 Emerging Careers Camp. The camp, which was held May 28-31, is hosted each year by the Williamson County Schools (WCS) College, Career and Technical Education program.

Day One was the Land Development Challenge, in which the girls were given an RFP for the former Williamson County Animal Shelter site, and were charged with finding a new use for the site. Each team of 4-6 girls were responsible for identifying a new use, identifying their development team, outlining their construction timeline, and providing a budget. At the end of the day, each team had to "pitch" their proposal to the panel of design professionals whom provided guidance throughout the day. The volunteer design professionals were Chelsea Randolph (Planner), Holly Walker (architect) of 906 Studios, Katie Garrett (landscape architect) of Kiser+Vogrin, and Kennedy Adams (Traffic Engineer), Mary McGowan (Civil Engineer) and Sheena Francis (Marketing) of Kimley-Horn. The Mock RFP and overview used in the exercise are attached for reference. The girls did a great job on their crash course into the world of Land Development, and all the projects were unique takes for this future development site.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge this presentation.

Emerging Careers for Women in the Construction Industry:

Land Development and the Architecture/Engineering/Construction (A/E/C) Sector

Williamson County STEM Students | May 2024

Introduction

The Construction industry has many sectors, one of which is the Architecture/Engineering/Construction (A/E/C) sector. Within this sector the career types available are inclusive of many more roles and responsibilities than we see driving past a construction site. Land development and the development of buildings or destinations involves a complex process requiring many different skillsets and technical backgrounds.

In this CCTE Program Camp Day you will have the chance to explore the A/E/C sector of the construction industry during the early stages of the land development process—the initial Request for Proposal (RFP) stage. Although RFPs come in many types and sizes, we have compiled a *mock RFP* and *pretend land development opportunity* based on a real parcel of land within the City of Franklin. This mock proposal process will allow female students to see the vast career opportunities available to them within this otherwise male-dominated industry. It will afford them the opportunity to witness the intricacies and necessity for collaboration and partnership amongst a group of consultants that each have a unique yet important role within the overall lifecycle of a development project.

Case Summary for Mock RFP

The City of Franklin has issued an RFP targeted at potential master private development companies. They would like developers to submit a proposal in response to this RFP which outlines their plan for developing a vacant parcel of land in the City of Franklin/Williamson County. Developers have two options for the type of development they will undertake, which is detailed in the mock RFP document. The development must ultimately align with the Franklin Municipal Planning Commission's (FMPC) adopted "Envision Franklin Plan".

Case "Facts" for Mock RFP

- You and your team are a Privately-owned Development Company
- You have $30,000,000 (total) to spend on your company's next development opportunity. That includes the purchasing of the land, due diligence, entitlement/re-zoning, site design and planning, building design, site work, building(s) core and shell construction, interior fit-out construction, FF&E, hardscaping and softscaping.
- Your company does not have architecture, engineering, and construction "in-house"—you will have to partner with prequalified consultants to help you develop a plan for this site that results in a winning proposal, but that also fits into your overall budget.
- Although in the real-world developers would probably not all partner with the exact same consultants, there can be overlaps if exclusivity teaming agreements are not in place. For this exercise, you will all be using/partnering with the same consultants who will not divulge what the other teams are working on.

Emerging Careers for Women in the Construction Industry:

Land Development and the Architecture/Engineering/Construction (A/E/C) Sector

Williamson County STEM Students | May 2024

Your Mock RFP Consultants and their Real-Life Careers

Camp-Day Role: Procurement Manager	Camp-Day Role: Architect + Owner's Rep	Camp-Day Role: Civil Engineer
		
Sheena Francis *Associate* *Kimley-Horn and Associates* Kimley»Horn	**Holly Walker** AIA, LEED AP *Architect at* *906 Studio Architects + Interiors* 906	**Mary McGowan** PE *Civil Engineer, Vice president* *Kimley-Horn and Associates* Kimley»Horn
Camp-Day Role: Landscape Architect	**Camp-Day Role:** Traffic Engineer	**Camp-Day Role:** City Planner
		
Katie Rudowsky PLA *Landscape Architect, Partner* *Kiser + Vogrin Design* KV+D KISER VOGRIN DESIGN	**Kennedy Adams** PE *Traffic Engineer* *Kimley-Horn and Associates* Kimley»Horn	**Chelsea Randolph** *Principal Planner* *City of Franklin*

Williamson County STEM Students | May 2024

Instructions

1. Listen closely to the 1-hour introduction and kick-off presentation.

2. Each team is a different Development Company, you will be competing against the other groups. Give yourselves a company name.

3. You will be given 3-hours *(2-hours pre-lunch, 1-hour post-lunch)* to prepare a winning proposal response *(in the form of a presentation)* for the mock RFP called *"City of Franklin—Master Developer for Vacant RC-6 Zoned Lot."* You will partner with the consultants in the room *(who will be rotating between groups)* to help you prepare a response that aligns with the Envision Franklin Plan and that can be delivered within, or under, your available total budget and schedule.

   You must follow the instructions of the RFP very closely as the winning Development Company must provide a compliant RFP response as Stage 1, to then be considered for Stage 2, presentations. If you are missing and requested component of the RFP you could be disqualified during the initial compliance check.

4. Each team will be given 5 mins to present their RFP response during the 1-hour presentation session at the end of this program.

Request for Proposal (RFP)

City of Franklin—Master Developer for Vacant RC-6 Zoned Lot

Issued: May 30, 2024

Due: May 30, 2024

Submit Responses to:

Compliance Officer/Procurement Manager: Sheena Francis, by 1:30 PM CT for a Compliance Check

Compliant Proponents will move to the next round and present their proposals to the Selection Committee on May 30, 2024, at 2:00 PM CT

Award Date: May 30, 2024

Solicitation Objective

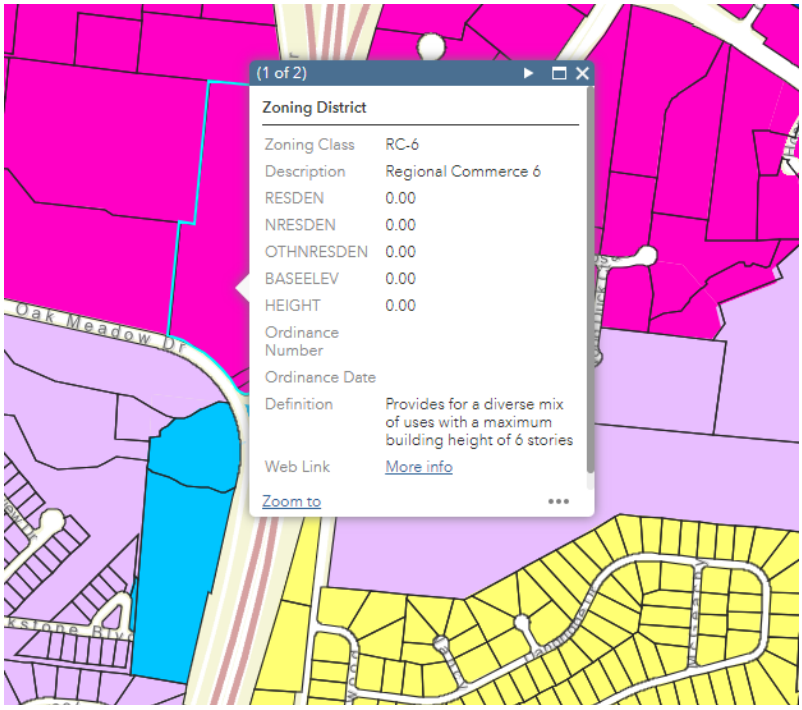
To find a Master Developer ("Proponent") who can leverage their vision and finances to develop this vacant parcel of land. This development will require a creative developer who understands the importance of where this diverse use lot is situated. Located at the "front door of Franklin", developers are to transform this lot into a destination for the local community that will add value and fill an existing need for 30+ years. Developers are encouraged to consider the local community's needs and alignment with the updated Envision Franklin Plan.

Scope Summary

Based on the RC6 zoning, the proposed development can be either profit-generating, or if not, must be developable within Williamson County's ("Owner") budget of $20,500,000. This budget must cover all developer and consultant fees and total cost of construction resulting in a turn-key development upon completion. Should the Proponent decide to develop a profit-generating development, the Proponent will purchase the land from the Owner for $1,000,000 and spend at least $19,500,000 on the development. Consider the project start date June 10, 2024. The project must be completed and ready for opening/Ribbon Cutting on October 31, 2025.

Property

The subject property is vacant located at 880 Meadow Drive, Franklin, TN behind Home Depot on Oak Meadow Drive in Franklin. It is zoned Regional Commerce 6 (RC6). The property is 13.3-acres in size. The team should work within the current zoning to meet the required deadlines.



Solicitation Requirements

For Round 1 of this procurement process, all Proponents must submit a response, in the form of a presentation, addressing all the below sections to the Compliance Officer/Procurement Manager by May 30, 2024, 1:30 PM CT. Failure to address any of the below will deem the Proponent's proposal "non-compliant" and result in disqualification. All proposals deemed "compliant" will proceed to Round 2 of the procurement process which includes a presentation of your proposal to the Selection Committee.

Proposal contents must include the below in the following order:

1. Executive Summary—provide a concisely written 1-page/slide maximum summary of your proposed project for this site and why it is the most valuable option for the surrounding community. Why is your proposed project the best use of the City's asset?

2. Key Personnel—provide a quick background on the Proponent's key team members, and a quick overview of the Proponents company.

   Create an Organization Chart that outlines all Key Team Members (including consultants you will hire for this project and have leveraged for your proposal's response content). You should comment on what relevant experience your consultant team brings to this project.

3. Development Vision Outline—describe using a combination of diagrams and text your proposed plan for the redevelopment of this parcel and existing facility. Demonstrate how it aligns with both the Envision Franklin Plan, and the needs of the surrounding community.

4. Schedule—provide a project schedule including design, preconstruction, construction, through to opening day.

5. Fees & Cost Breakdown—the Proponent's proposal must include a breakdown of their proposed development's budget, including:
   - Lump Sum Fee for Design Services, including Landscape Architecture
   - Lump Sum Fee for Permitting and Municipalities
   - Lump Sum Fee for Construction Management Services
   - Lump Sum Cost of Construction (Core & Shell), including Hard and Softscape Landscaping
   - Lump Sum Budget remaining from overall budget for the fit-out, i.e., FF&E, fit-out fees, soft and hard costs, data/IT, contingency, and Shared Savings (optional). Have a reputable consultant validate that your budget remaining can adequately cover the required fit-out costs for a Class B level fit-out

   The fees need to equate to equal to or less than your overall budget available and ultimately prove that your vision is designable and buildable by October 31, 2025.

Evaluation Criteria

1. Executive Summary

3 Points	2 Points	1 Point
• Extremely well written and concise Executive Summary • Proponent's proposed project shows that the Proponent has does their due diligence and that their proposed project will fill a desperate community need that will be very well utilized for 30+ years	• Relatively well written and somewhat concise Executive Summary • Proponent's proposed project shows that the Proponent has somewhat done their due diligence and that their proposed project will fill a somewhat required community need that will be utilized for 30 or less years	• Poorly written and somewhat concise Executive Summary; or the Executive Summary is too ambiguous resulting in a lack of clarity • Proponent's proposed project does not show that the Proponent has done their due diligence and does not show reflect a project that will fill a required community need for 30+ years

2. Key Personnel

3 Points	2 Points	1 Point
• Well organized Organization Chart • Presentation addresses the relevant experience of the Proponent's Consultants and why they are the best consultant for this project site and proposed project type	• Somewhat well-organized Organization Chart • Presentation somewhat addresses the relevant experience of the Proponent's Consultants and why they are the best consultant for this project site and proposed project type	• The Organization Chart is missing roles and/or is not well organized • Presentation barely addresses the relevant experience of the Proponent's Consultants and why they are the best consultant for this project site and proposed project type

3. Development Vision Outline

3 Points	2 Points	1 Point
• The Proponent's project presents a creative solution for this redevelopment • The Proponent has very creatively presented their vision using text and diagrams • The Proponent has well outlined how their proposed redevelopment aligns with the Envision Franklin Plan and the needs of the surrounding community for 30+ years	• The Proponent's project presents a relatively creative solution for this redevelopment • The Proponent has somewhat creatively presented their vision using text and diagrams • The Proponent has somewhat outlined how their proposed redevelopment aligns with the Envision Franklin Plan and the needs of the surrounding community for 30+ years	• The Proponent's project does not present a realistic or creative solution for this redevelopment • The Proponent has not creatively presented their vision using text and diagrams • The Proponent has not outlined how their proposed redevelopment aligns with the Envision Franklin Plan and the needs of the surrounding community for 30+ years

4. Schedule

3 Points	2 Points	1 Point
• The Proponent's Schedule is reflective of a realistic timeline for design, preconstruction, construction, through to opening day	• The Proponent's Schedule is reflective of a somewhat realistic timeline for design, preconstruction, construction, through to opening day	• The Proponent's Schedule is not reflective of a realistic timeline for design, preconstruction, construction, through to opening day

5. Fees & Cost Breakdown

3 Points	2 Points	1 Point
• The Proponent's proposed Fees & Cost Breakdown is well organized and details each of the requested Lump Sum Fees accurately • The Proponent's Project is proven to be buildable within the Budget they have and considers well current market conditions • The Proponent has a decent (not too small or too large) Budget remaining for Fit-Out/Contingency and Shared Savings which can be shared amongst the Proponent's Team	• The Proponent's proposed Fees & Cost Breakdown is somewhat organized and relatively well details each of the requested Lump Sum Fees accurately • The Proponent's Project is seemingly buildable within the Budget they have considering current market conditions • The Proponent has too much or too little Budget remaining for Fit-Out/Contingency and/or Shared Savings which can be shared amongst the Proponent's Team	• The Proponent's proposed Fees & Cost Breakdown is not well organized and doesn't well detail each of the requested Lump Sum Fees accurately • The Proponent's Project is not buildable within the Budget they have considering current market conditions • The Proponent has zero Budget remaining for Fit-Out/Contingency and/or Shared Savings which can be shared amongst the Proponent's Team

6. Overall Presentation

3 Points	2 Points	1 Point
• The Proponent's team presented very well and as an integrated team • The Proponent's team members equally contributed during the presentation and Q&A • The Proponent's presentation was aesthetically pleasing and easy to read	• The Proponent's team presented somewhat well and somewhat as an integrated team • The Proponent's team members somewhat equally contributed during the presentation and Q&A • The Proponent's presentation was somewhat aesthetically pleasing and easy to read	• The Proponent's team did not present as an integrated team • The Proponent's team members did not equally contribute during the presentation and Q&A • The Proponent's presentation was not easy to read

- End -

City of Franklin

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

File #: 21-0301

DATE: May 31, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

*Consideration Of Ordinance 2024-25, An Ordinance To Establish All-Way Stop Control At The Intersection Of Jewell Avenue And Ripley Lane

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2024-25, an ordinance to establish all-way stop control at the intersection of Jewell Avenue and Ripley Lane.

BACKGROUND/STAFF COMMENTS:

On May 8, 2024, the Westhaven HOA requested multiway (all-way) stop control for the intersection of Jewell Avenue and Ripley Lane. This intersection is located adjacent to the Pearre Creek Elementary School. Currently, this intersection has two-way stop control for Ripley and the school driveway, with crosswalks across non-stop controlled legs of the intersection (Jewell Avenue). Williamson County Schools also wrote a letter in support of the request for all-way stop control at this intersection. Many students cross Jewell Avenue at this location and often drivers do not yield to the pedestrian crossing. The multiway stop control will ensure drivers stop for the students walking to school, as well as all pedestrians that cross Jewell at this intersection.

FINANCIAL IMPACT:

Since Westhaven has decorative posts, the Westhaven HOA (Southern Land) will purchase and install the posts. The City will supply the stop signs and 'all-way' plaques for the HOA to install on their decorative posts. These signs are supported in the existing annual budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2024-25.

Facilities & Construction
1320 West Main Street, Suite 202
Franklin, Tennessee 37064
(615) 472-4040

May 21, 2024

Matt Shallcross
Southern Land Company
3990 Hillsboro Pike, Suite 400
Nashville, TN 37215

Re: **Proposed Traffic Changes – Pearre Creek School Area**
Westhaven Development

Dear Matt:

Williamson County Schools (WCS) understands that Southern Land Company has been working with the City of Franklin to study multiple intersections within the Westhaven Development. One area in particular, Jewell Avenue and Ripley Lane, is of great interest to WCS as this is adjacent to Pearre Creek Elementary School. My understanding of the proposed changes to this area include:

- Adding Stop Signs on Jewell Avenue to make the intersection with Ripley Lane an all-way stop condition.
- Adding No Parking Signs along the south side of Ripley Way east of Jewell Avenue

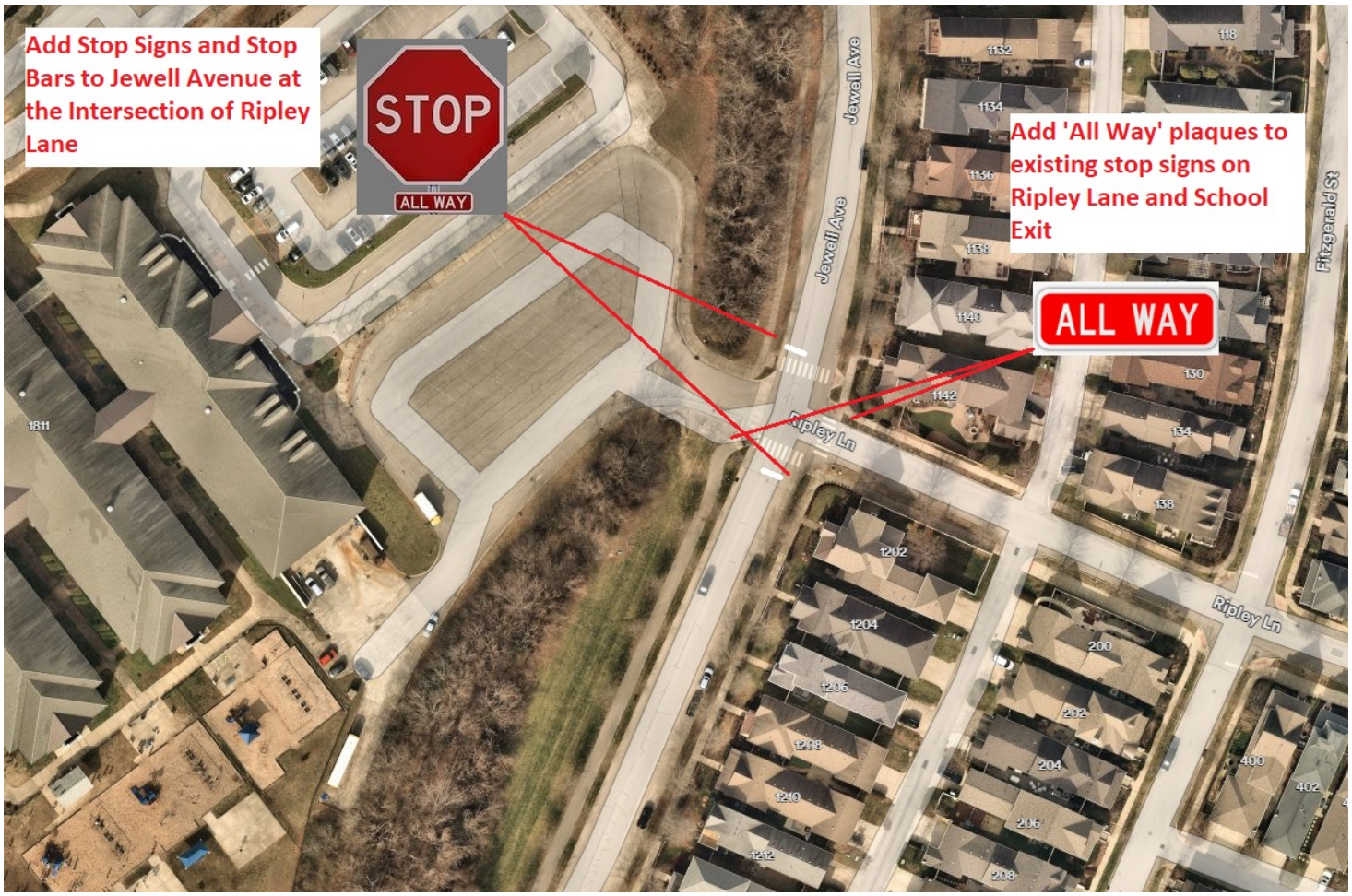
WCS has reviewed the proposed modifications and I offer this letter of support. These proposed changes appear to provide additional safety measures for our students, parents, and staff that walk to and from Pearre Creek, crossing Jewell Avenue. During my review and in walking this area I noticed some potential site visibility issues. I recommend that prior to installation of signage, you review the site lines to ensure proper visibility for the proposed signs. The items of concern are existing trees nearest the proposed stop sign locations and cars parked on the east side of Jewell Avenue near the intersection with Ripley Lane. Trimming/removing trees and restricting on-street parking may be necessary for visibility of the proposed signs.

We appreciate you including Williamson County Schools and seeking our input in your proposed traffic signage changes near Pearre Creek.

Sincerely,

Eric J. Gardner, P.E., CPESC
Director of Facilities & Construction
Williamson County Schools

EXHIBIT 1


Add Stop Signs and Stop Bars to Jewell Avenue at the Intersection of Ripley Lane
STOP
ALL WAY
Add 'All Way' plaques to existing stop signs on Ripley Lane and School Exit
ALL WAY
Jewell Ave
Jewell Ave
Fitzgerald St
Ripley Ln
Ripley Ln
1132
1134
1136
1138
1140
1142
1202
1204
1206
1208
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ORDINANCE 2024-25

AN ORDINANCE ESTABLISHING ALL-WAY STOP CONTROL AT THE INTERSECTION OF JEWELL AVENUE AND RIPLEY LANE

WHEREAS, the City of Franklin, Tennessee, received a request from Williamson County Schools and the Westhaven Homeowner's Association to establish all-way stop control at the intersection of Jewell Avenue and Ripley Lane; and

WHEREAS, the intersection of Jewell Avenue and Ripley Lane is currently configured with stop control only on the Ripley Lane approach; and

WHEREAS, Engineering Department Staff has completed a multiway stop engineering study examining the Pearre Creek Elementary School vehicle and pedestrian activity, including student street crossings; and

WHEREAS, the Engineering Department recommends the establishment of all-way stop control at the intersection of Jewell Avenue and Ripley Lane for the following reasons: high pedestrian activity, multiple school student crossings across non-stop controlled Jewell Avenue, and witnessing non-compliance of vehicles yielding to pedestrians at an established and marked pedestrian crossing at the intersection.

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

SECTION I. That all-way stop control shall be established at the intersection of Jewell Avenue and Ripley Lane.

SECTION II. That the Director of the Streets Department is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION III. That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

ATTEST:

By: _____
Eric Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

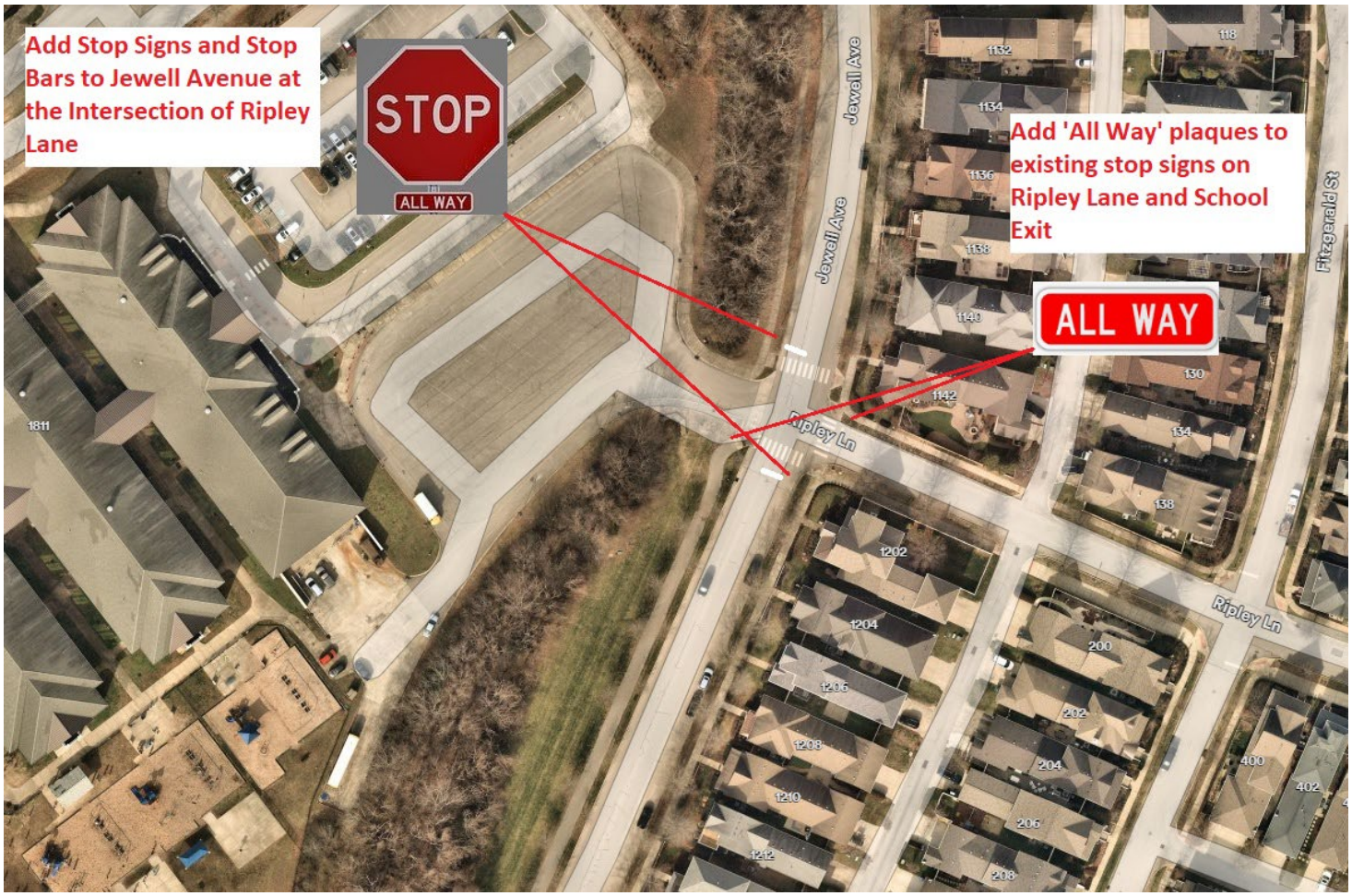
_____
William E. Squires
Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

Law Dept approved 06.03.24

EXHIBIT 1


Add Stop Signs and Stop Bars to Jewell Avenue at the Intersection of Ripley Lane
STOP
ALL WAY
Add 'All Way' plaques to existing stop signs on Ripley Lane and School Exit
ALL WAY
Jewell Ave
Jewell Ave
Fitzgerald St
Ripley Ln
Ripley Ln
1132
1134
1136
1138
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HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0329

DATE: June 6, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2022-0154, With The Refuge Center For Reimbursement With CDBG-CV Funds In An Amount Not To Exceed $23,000

PURPOSE:

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) concerning Amendment No 1 to COF Contract No. 2022-0154, with The Refuge Center for the receipt of Community Development Block Grant Coronavirus (CDBG-CV) funds to reimburse them for expenses incurred to prevent, prepare for, and respond to the Coronavirus (COVID-19).

BACKGROUND/STAFF COMMENTS:

The City of Franklin received a special allocation of funds from the Department of Housing & Urban Development (HUD) through the Community Development Block Grant program to respond to the Coronavirus (COVID-19) pandemic (CDBG-CV). Per Resolution 2020-91, the Board of Mayor and Aldermen authorized staff to proceed to reimburse organizations for costs incurred in their effort to prevent, prepare for, or respond to Coronavirus. An example of activities related to recovery from the pandemic is to assist the business sector that is responding to those in need. Per Amendment 1 to COF Contract No. 2022-0154, the City will utilize CDBG-CV funds to reimburse The Refuge Center up to Twenty-Three Thousand Dollars and 00/100 ($23,000.00) toward the cost incurred to support pandemic recovery in the community. Specifically, The Refuge Center provided community mental and emotional health services, including counseling services on a sliding scale basis.

FINANCIAL IMPACT:

There will be no financial impact to the City of Franklin, as these funds are drawn directly from the City's Community Development Block Grant - Coronavirus (CDBG-CV) award.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2022-0154.

AMENDMENT NO. 1 TO
AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE
AND THE REFUGE CENTER
COF CONTRACT NO. 2022-0154

THIS AMENDMENT is made and entered into on this the _____ day of _____ 2024, by and between the **City of Franklin, Tennessee** ("City") and **The Refuge Center** ("Organization").

WITNESSETH:

WHEREAS, the City and the Organization are parties to that certain Agreement COF Contract No. 2022-0154 ("Agreement") dated August 12, 2022, wherein the City provided funding to the Organization in the amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00); and

WHEREAS, in 2020, the City has identified a need to prevent, prepare for and respond to the Coronavirus utilizing the Community Development Block Grant CV ("CDBG-CV") funding; and

WHEREAS, in 2024**,** the Refuge Center reached out to the City for additional funding in the amount of Twenty-Three Thousand and 00/100 Dollars ($23,000.00); and

WHEREAS, the City had additional funding available from the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") allocation; and

WHEREAS, the City has approved disbursement of CDBG-CV funds to appropriate entities through the adoption of Resolution 2020-91; and

WHEREAS, in light of the additional funding request, the parties desire to extend the term of the Agreement until December 31, 2024; and

WHEREAS, the parties desire to amend the Agreement to provide additional funding to the Refuge Center, extend the term, and make certain other modifications as described herein. All other terms and conditions of the Agreement remain without modification.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Agreement.

2. Compensation. Section 3 of the Agreement is hereby amended and restated as follows:

For the services outlined above and contained in Exhibit A, ORGANIZATION will be paid an amount up to, but not exceeding, the agreed upon reimbursement of Forty-Eight Thousand and 00/100 Dollars ($48,000.00).

3. Term. The new term shall be amended to initiate on August 22, 2024, and to terminate on December 31, 2024.

4. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict

(or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

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

6. Counterparts; Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile, pdf, or other electronic means shall be deemed original signatures for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore
Mayor

Date: _____

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

_____
J. Blake Harper
Staff Attorney

ORGANIZATION: THE REFUGE CENTER

By: _____

Print Name: _____

Title: _____

Date: _____

The Refuge Center
FOR COUNSELING

May 16, 2024

City of Franklin
109 3rd Avenue South Franklin, TN 37064

RE: CARES Act Reimbursement DUNS# **622627219**

The Refuge Center for Counseling is requesting reimbursement in the amount of $23,000 to offset costs expended in our efforts to respond to the coronavirus (COVID-19) pandemic.

Our scope of services included:

- Community mental and emotional health support (including low-to-moderate income community members)
- Sliding-scale counseling services (fees start as low as $19/session based on income)

The collective health of a community depends on the emotional health of each within that community. As individuals bravely reached out to The Refuge Center during the height of the COVID-19 pandemic to make their emotional health and wellness a priority, it was and still is our goal to equip each person who enters our doors for counseling to re-enter their life as a healthier individual better able to contribute to their community.

As front-line emotional-health responders, often serving some of the most vulnerable in our community, those struggling with self-harm, suicidality domestic abuse and on, The Refuge Center for Counseling always has a significant demand for life-saving mental and emotional healthcare at an affordable rate. COVID-19 has undoubtedly touched the lives of every individual. The demand remains during these uncertain times of COVID-19 (waitlist numbers are currently over 200 individuals). At The Refuge Center, 89% of clients require our sliding-scale fee structure, while 16% are below the poverty line.

Please find documentation for reimbursement in the following attachments.

Sincerely,

Amy Alexander, LMFT
CEO/Co-Founder
The Refuge Center for Counseling

FOUNDERS
Amy Alexander, LMFT
Jennifer Thames, LMFT

BOARD MEMBERS

Eric Baer - President
Financial Advisor, Abound Wealth Management

Teona Chapman - Vice President
Vice President, First Horizon Bank

Angel May - Secretary
Vice President Marketing Communication, Nashville Entrepreneur Center

Kathy Speedy - Treasurer
Associate Director Finance & Operations, Synechron Inc.

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Katie Haseltine - Past Secretary
Spiritual Director, Haven Direction

Dr. Thomas H. Cabell, Jr.
Cardiologist/Centennial Heart at Stonecrest

Greg Gamble
Owner, Gamble Design Collaborative

Jennifer Thames, LMFT
Life-Time Director, Co-Founder, The Refuge Center for Counseling/Therapist Private Practice Counselor

Connia Nelson
CHRO, Lifeway

Cherie Hammond, CPA
CFO, Storage Systems Unlimited

Loran Long
Sr. Directory Advancement Operations and Information Systems, Belmont University

Mary K Collins
Chief Commercial Officer, TechPro Power Group TDS Services

Jennifer Singer
Director Clinical Informatics and Interoperablity, HCA Healthcare

Shea Wood
SVP, SBA BDO at United Community Bank

Chris Feemster
Relationship Manager/AVP, FirstBank

Nathan M. Zipper
Vice President of Business Development and Investor Relations, Williamson, Inc.

Dion P. Sheidy
CEO, Leveled 9 LLP

Sara Sweat
Founder & Integrative Coach, A Life Curated

Brad Winstead
CFO

Last Name	First Name	Payment Method	Date		Total Amount
Kriese	Adam	Direct Deposit XXXX0986		1/19/2024	$ 779.00
Pesavento	Alyssa	Direct Deposit XXXX2119		1/19/2024	$ 1,040.00
Lynde	Arden	Direct Deposit XXXX0469		1/19/2024	$ 643.25
Hunt	Christy	Direct Deposit XXXX2569		1/19/2024	$ 901.00
Anderson	Connor	Direct Deposit XXXX1866		1/19/2024	$ 798.00
Thompson	Daryn	Direct Deposit XXXX1916		1/19/2024	$ 1,199.00
Thompson	Donna	Direct Deposit XXXX6586		1/19/2024	$ 656.00
Sanders	DeAndre	Direct Deposit XXXX3896		1/19/2024	$ 656.00
Bennington	Hannah	Direct Deposit XXXX9810		1/19/2024	$ 765.00
Rogers	Julia	Direct Deposit XXXX9639		1/19/2024	$ 740.00
Farr	Kathleen	Direct Deposit XXXX2064		1/19/2024	$ 1,605.00
Parker	Les	Direct Deposit XXXX2331		1/19/2024	$ 769.50
Dembowczvk	Tara	Direct Deposit XXXX2254		1/19/2024	$ 656.00
Tomlin	Connie	Direct Deposit XXXX8659		1/19/2024	$ 360.50
Corley	Kelli	Direct Deposit XXXX9922		1/19/2024	$ 492.00
Goddard	James	Direct Deposit XXXX5439		1/19/2024	$ 574.00
Luker	Julie	Direct Deposit XXXX2631		1/19/2024	$ 680.00
Moates	Lindrel	Direct Deposit XXXX3406		1/19/2024	$ 622.50
Frost	Lauren	Direct Deposit XXXX6712		1/19/2024	$ 656.00
Sarantinos	Nikki	Direct Deposit XXXX0845		1/19/2024	$ 492.00
Sorrow	Abigail	Direct Deposit XXXX6020		1/19/2024	$ 526.50
Arel	Justine	Direct Deposit XXXX4315		1/19/2024	$ 486.00
Chisolm-Miller	Sarah	Direct Deposit XXXX4397		1/19/2024	$ 425.25
Lampa	Joanna	Direct Deposit XXXX3401		1/19/2024	$ 546.00
Kriese	Adam	Direct Deposit XXXX0986		1/25/2024	$ 533.00
Pesavento	Alyssa	Direct Deposit XXXX2119		1/25/2024	$ 728.00
Lynde	Arden	Direct Deposit XXXX0469		1/25/2024	$ 622.50
Hunt	Christy	Direct Deposit XXXX2569		1/25/2024	$ 1,192.50
Anderson	Connor	Direct Deposit XXXX1866		1/25/2024	$ 672.00
Thompson	Daryn	Direct Deposit XXXX1916		1/25/2024	$ 381.50
Thompson	Donna	Direct Deposit XXXX6586		1/25/2024	$ 410.00
Sanders	DeAndre	Direct Deposit XXXX3896		1/25/2024	$ 328.00
Bennington	Hannah	Direct Deposit XXXX9810		1/25/2024	$ 255.00
Rogers	Julia	Direct Deposit XXXX9639		1/25/2024	$ 640.00
Farr	Kathleen	Direct Deposit XXXX2064		1/25/2024	$ 1,070.00
Parker	Les	Direct Deposit XXXX2331		1/25/2024	$ 810.00
Dembowczvk	Tara	Direct Deposit XXXX2254		1/25/2024	$ 492.00
Tomlin	Connie	Direct Deposit XXXX8659		1/25/2024	$ 463.50
Corley	Kelli	Direct Deposit XXXX9922		1/25/2024	$ 205.00
Goddard	James	Direct Deposit XXXX5439		1/25/2024	$ 205.00
Luker	Julie	Direct Deposit XXXX2631		1/25/2024	$ 320.00
Moates	Lindrel	Direct Deposit XXXX3406		1/25/2024	$ 373.50
Sarantinos	Nikki	Direct Deposit XXXX0845		1/25/2024	$ 451.00
Sorrow	Abigail	Direct Deposit XXXX6020		1/25/2024	$ 283.50
Arel	Justine	Direct Deposit XXXX4315		1/25/2024	$ 324.00
Lampa	Joanna	Direct Deposit XXXX3401		1/25/2024	$ 126.00
Report	Total		2024-01-19 - 2024-01-25		$ 27,954.50

Gusto PayPeriod 01/19/2024 - 01/25/20224

City of Franklin

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

File #: 21-0191

DATE: May 9, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Shauna Billingsley, City Attorney

SUBJECT:

Discussion Of Alternative Financing Tools Available To Tennessee Local Governments
WS 2/27/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a discussion on development of an economic development incentive policy for the City of Franklin.

BACKGROUND/STAFF COMMENTS:

On February 27, 2024, the City's Bond Counsel, Bass Berry & Sims, and Financial Advisory Firm, Public Financial Management, presented to BOMA an overview and examples of public incentive programs allowed under State of Tennessee statute, for example PILOTs (property tax abatement) and TIFs (diversion of incremental property taxes to pay or finance project costs). The presentation also included Special Assessment financing statutes. (A copy of the 2/27/2024 presentation is attached for reference.)

FINANCIAL IMPACT:

The economic development incentive tools available to local governments within the State of Tennessee carry various financial risks and considerations. It is best practice for a local government wishing to encourage economic development to establish a written policy in alignment with the strategic plan and goals of the community. Lillian Blackshear and Betsy Knotts of Bass Berry & Sims and Lauren Lowe with Public Financial Management will provide professional advisement.

RECOMMENDATION:

For informational purposes.

City of Franklin, TN

Alternative Financing Tools - Updates and Discussion

June 25, 2024

HISTORIC FRANKLIN TENNESSEE

Presented by:

BASS BERRY + SIMS PLC & pfm

Economic Development Tools Available to Tennessee Local Governments

1. **Payment in lieu of Tax Agreements (PILOT)** - Property tax abatement that improves cash flow
    - Industrial and Manufacturing
    - Apartments (Frequently used for projects supported by federal low-income housing tax credits (LIHTC))
    - Retail
    - Redevelopment projects that include commercial and apartments
2. **Tax Increment Incentives (TIF)** - Diversion of incremental property taxes (or sales taxes if polluted, brownfield area) to pay or finance project costs
    - Redevelopment projects that include condominiums or other single-family housing
    - Projects that include public infrastructure to be constructed by developer
3. **Special Assessment Districts** – Assessment financing for public infrastructure for developments of more than $25 million. NEW LAW: Residential Infrastructure Development Act effective May 1, 2024
4. **Central Business Improvement Districts** – Assessment financing for improvement projects in designated business or historic districts (e.g. landscaping, beautification, utility facilities)
5. **Tourism Development Zones** – Sales tax increment for public use facilities in designated tourism zones. *In 2018, the legislature prohibited the creation of any new tourism development zones*

Residential Infrastructure Improvement Act

- **Petition to Establish an Infrastructure Development District (IDD)**
  - Filed with City Recorder;
  - Must be signed by developer and landowners; and
  - Must include the following: (i) name of district and host municipality; (ii) description of the boundaries; (iii) list of each parcel in the district; (iv) site development plan; (v) name and address of developer; (vi) description of required infrastructure; (vii) estimated costs of infrastructure and entire development; (viii) proposed rate of levy of the special assessment; and (ix) a request to establish the district and a statement that petition is filed pursuant to Tenn. Code Ann. §§ 7-84-701 et seq.
- **Statutory Definition of Infrastructure**
  - "Infrastructure" means: (A) The streets, roads, bridges, and sidewalks, and the water, wastewater, natural gas, electric, telecommunications, and storm water facilities, required for the development of a district, and benefitting the properties within the district, as identified in the establishment resolution, whether within or without the boundaries of the district; and (B) The land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes

Residential Infrastructure Improvement Act

Statutory Requirements of an IDD

- **Size/Investment/Use Requirements**

  1. >5 acres or > $5MM of capital costs, and
  2. >50% of area of development is for residential housing—single family or multifamily housing.

- **Landowner Consent**

  - 100% of land within boundaries is either owned by developer or supportive of proposed assessment – ***statute requires 100% landowner approval***.

- **Proposed Infrastructure Costs**

  - Determine that proposed infrastructure has a unique nexus to the proposed development, as opposed to a more general item of infrastructure (e.g. upgrade to a water treatment plant that will serve the development and the broader community, or public school to which students both within and without the development will be zoned) – ***supports legal analysis that assessment is not a tax***

- **Assessment Details**

  - Identify the manner in which property within the development will be assessed, and determine that assessment and benefits correspond – ***supports legal analysis that assessment is not a tax*** *(e.g. (i) frontage; (ii)area; (iii) the proportion that the assessed value of each lot or parcel bears to the whole assessed value of all properties within the district; or (iv) combination of such factors)*

Residential Infrastructure Improvement Act

The Role of the Host Municipality— City of Franklin

- **Procedural Requirements**

  - The governing body must order a public hearing to determine whether the infrastructure development district will be established.
  - The public hearing must be held not less than thirty (30) days, nor more than forty-five (45) days, following the filing of the initiating petition with the city recorder.
  - The notice must be posted not less than least fourteen (14) days before the governing body convenes for the public hearing AND must also be provided by mail to each owner of real property within the proposed district.
  - At the public hearing, the governing body shall consider the objections and protests, if any, and may change the district boundaries or modify the proposal in such manner as may be deemed advisable by the governing body.
  - The governing body shall consider the objections and protests, if any, and may change the district boundaries or modify the proposal in such manner as may be deemed advisable by the governing body.
  - At the conclusion of the public hearing, the governing body shall adopt, adopt as amended, or reject the organization of the proposed infrastructure development district by the adoption or rejection of a resolution setting out the district.

Residential Infrastructure Improvement Act

- **The Role of the Host Municipality— City of Franklin**
  - **Construction/Completion Risk Mitigation**
    - Do not assess until infrastructure project is complete?
    - Insist on payment/performance bonds or other financial security?
    - Consider complications arising when development will be completed in phases
  - **Identify and Resolve Administrative Issues**
    - Establish administrative processes to ensure levy, collection, application and enforcement of special assessment
    - Determine whether to charge up to 5% administrative fee
    - Determine whether assessment enforcement requirements align with property tax enforcement practices

Residential Infrastructure Improvement Act

- **The Role of the Host Municipality— City of Franklin**

  - **Determine Finance Strategy**
    - Determine whether to delegate financing to industrial development board – very strong preference for delegation to protect city's credit
    - Finance at initiation of infrastructure development?
      i. Only if completion risk mitigation procedures are in place?
      ii. Only if developer guarantees payment of debt service on bonds?
    - Finance only after completion? Consider how to eliminate developer's political risk while waiting to initiate financing until infrastructure completion.
    - Consider minimum credit standards for financing without a developer guarantee (including refinancing of earlier, developer-guaranteed financing)
    - Consider acceptable duration of bond issue

  - **Federal Tax Law Considerations**

    - If (i) infrastructure is true, publicly-owned public infrastructure, and (ii) assessment is on equal basis among all benefitted property owners, then no private use and no private loan (tax-exempt)

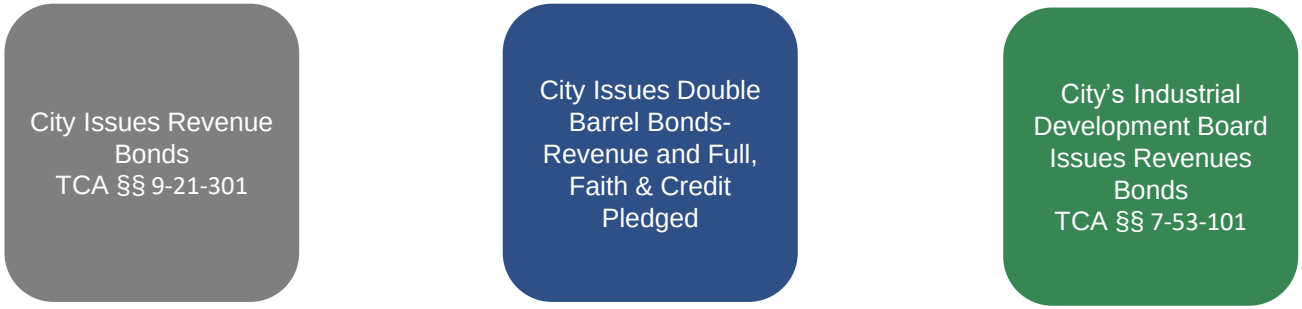
    - If developer guarantee, then private loan (taxable)

Special Assessment Financing Under the New State Law

- City and Developer enter into a Development and Acquisition Agreement with the following provisions:



- City finances infrastructure at initiation of Developer construction in one of the three ways listed below OR Developer constructs the public infrastructure in accordance with the City's approved plans and specifications and upon completion transfers public infrastructure to City, and City issues bonds secured by special assessments in one of three ways to reimburse the Developer for cost of public infrastructure:



Moody's Special Assessment / Special Property Tax Methodology

- Moody's methodology applies to US municipal debt secured by special assessments or taxes on property or land that are *not* based on the value of the property, and are thus *non-ad valorem*
- The scorecard in the methodology is comprised of three factors and applicable sub-factors as detailed here

Scorecard Factors				
Broad Factors	**Factor Weighting**	**Characteristic**	**Sub-Factors**	**Sub-factor Weighting**
District Characteristics	45%	Size	Number of Parcels/Units	20%
		Taxpayer Concentration	Top 10 Taxpayers' Assessments/ Taxes as a % of Total District Levy	20%
		Tax Deliquencies	Deliquency Trend	5%
Leverage and Coverage	40%	Debt Service Coverage	Debt Service Coverage	25%
		Leverage	Value to Lien	15%
Socioeconomic Profile	15%	Unemployment	Monthly Unemployment Rate	10%
		Income Level	Median Family Income as a % of US Median	5%
Total	**100%**			**100%**

Debt Comparison

- The table to the right compares tax-exempt and taxable borrowings of general obligation debt issued by the City to a non-investment grade revenue issuance.
- Assumptions:
  - Market rates/credit spreads as of June 17, 2024; Delivery Date of July 1, 2024
    - Tax-exempt scenarios assume 5% coupons/premium structure
    - Taxable scenarios assume par pricing structure
  - Project Fund: $50MM, 20-year Level Debt Service, No UWD/COI
  - 10 Year Par Call

Tax-Exempt			
	Aaa/AAA GO	Non-Investment	Difference
PAR	44,190,000	48,820,000	4,630,000
TIC	3.61%	4.73%	1.11%
Max Annual DS	3,497,375	3,863,875	366,500
Total Debt Service	71,373,500	78,850,833	7,477,333

Taxable			
	Aaa/AAA GO	Non-Investment	Difference
PAR	50,000,000	50,000,000	0
TIC	4.45%	7.88%	3.43%
Max Annual DS	3,775,838	4,967,263	1,191,426
Total Debt Service	76,951,738	101,910,014	24,958,276

Payment in Lieu of Tax Agreements (PILOT) vs. Tax Increment Incentives (TIF)

- **What entities are allowed to undertake PILOTs and TIFs?**
  - Industrial Development Boards
  - Housing Authorities
  - Health, Educational and Housing Facility Boards (only PILOTs)
  - Community Redevelopment Agency (only Shelby and Madison Counties)

	PILOT	TIF
Gov't approvals	Just one taxing jurisdiction - City or County (special retail rule)	Both taxing jurisdictions (to capture both taxes) - City and County
Require transfer of property to gov't entity	Yes	No
Upfront cash for project	Usually not	Possible for eligible costs
Sale or transfer of property allowed	Usually not	Usually yes
Lender consent required	Usually yes	Usually no
Condominiums	No	Yes
Cost to implement	Usually cheaper	Usually more expensive

General Development/Incentive Discussion Topics

Creation of a retail or tourism-related activity which could result in increased sales taxes

- *Consideration: establishing a minimum amount of retail space and/or projected sales activity from a unique tourism-related facility*

Creation of jobs, either through new industry or expansions

- *Consideration: establishing type of industry or minimum jobs created/expanded and/or minimum wage earnings*

Residential housing, typically for affordable or workforce housing

- *Consideration: minimum number of housing units and/or threshold for occupancy income levels*

Acceleration of development of critical public infrastructure

- *Consideration: focus on infrastructure projects included in comprehensive transportation network plan*

Identified community benefits

- *Consideration: how is community benefit defined at the City-level and/or at the County-level; community benefits can be multifaceted (e.g., portion of residential developments reserved for low- to moderate-income housing; all office buildings required to be energy-efficient; required dedication of portion of property for park and recreational purposes)*

Elimination of blight, remediation of brownfield areas, or redevelopment of an underperforming (tax) area

- *Consideration: establishing a metric that defines underperforming*

General Development/Incentive Discussion Topics

1. **Does the City want to require a blanket minimum investment for a project to be eligible for an incentive? The City could also have a minimum investment specifically based on the type of project and type of incentive.**

2. **Should a minimum portion of the project be considered a "community benefit"?**

   - *Consideration: how is community benefit defined at the City-level and/or at the County-level; community benefits can be multifaceted (e.g., portion of residential developments reserved for low- to moderate-income housing; all office buildings required to be energy-efficient; required dedication of portion of property for park and recreational purposes)*

3. **How will incentive applications be evaluated? Regardless of which program, it will be important for the City to determine which entity or entities will be responsible for evaluating incentive program applications.**

   - *Consideration: require independent consultant analysis with each application – "but for" the public subsidy, would the property be developed at its highest and best use*

4. **How should incentive programs be managed? Regardless of which program, it will be important for the City to determine which entity or entities will be responsible for managing ongoing developer compliance with incentive program policies and/or requirements.**

5. **What is the City's liability? Depending on the type of project and the ownership thereof, the City will want to establish a framework to protect the City from unintended future legal liability.**

Payment in lieu of Tax Agreements (PILOT) Specific Discussion Topics

1. **What is the preferred term of the PILOT agreement?**
   - *Consideration: often the value of the PILOT or the amount of property taxes abated decreases over time; State law limits PILOT agreements to 20 years + construction period of up to 3 years, unless longer term approved by state*
2. **The City can abate a portion of the County property taxes (not allowed for a TIF); does the City want to allow for the County property taxes to be abated?**

Tax Increment Incentives (TIF) Specific Discussion Topics

1. **Will the City consider a TIF without the participation of the County?**
   - *Consideration: based on the current property tax structure, capturing a portion of the County's incremental property taxes is greater than capturing a portion of the City's incremental property taxes*
2. **Will the City limit the number of parcels in the "plan area"?**
   - *Consideration: could be limited to either those parcels included in the project and/or development or those deemed to be directly affected/benefited by public infrastructure provided by the TIF*
3. **What is the preferred term of the TIF?**
   - *Consideration: state law allows 20 years for an economic impact plan (IDB) and 30 years for a redevelopment plan or community redevelopment plan (Housing Authority), unless the state determines a longer term is in its best interest*

QUESTIONS



City of Franklin, TN

Overview of Alternative Financing Tools

February 27, 2024

HISTORIC FRANKLIN TENNESSEE

Presented by:

BASS BERRY + SIMS PLC & pfm

PRESENTERS:



Lauren S. Lowe
PFM Financial Advisors LLC
Managing Director
lowel@pfm.com



Betsy F. Knotts
Bass, Berry & Sims PLC
Counsel
betsy.knotts@bassberry.com

Bond Counsel:



Lillian M. Blackshear
Bass, Berry & Sims PLC
Member
lblackshear@bassberry.com

Traditional Financing Tools

- **General Obligation Bonds**
  - *Purposes*
    - Statutorily defined. Anything from airports to zoos, but most often, roads, public buildings, City vehicles and equipment and parks
  - *Security*
    - Pledge of the full faith, credit and unlimited taxing power of the City as to all taxable property in the City
  - *Legal Framework*
    - Governed by State statute & State Constitution
      - Constitutional restrictions on using the City's general obligation pledge to support private entities without City referendum (the "Lending of Credit" provision)
  - *City's Credit/Debt Profile*
    - Outstanding debt included in the City's debt profile and considered when rating the City's credit
    - GO debt outstanding as of 6/30/23 = $111,020,000. Final maturity is in 2039.
    - GO long-term bond ratings are "Aaa" (Moody's) and "AAA" (S&P)
    - Debt policy provides for new debt to be structured with level debt service with a 20-year maturity.

Traditional Financing Tools (Continued)

- **Water and Sewer Bonds**
  - *Purposes*
    - Water and sewer system improvements
  - *Security*
    - Water and sewer system revenues (no general obligation pledge). Per bond resolution, water and sewer system revenues generally include all revenues, earnings and income of the water and sewer system from whatever source.
    - Resolution requires net revenues (gross earnings less current expenses) in each FY to equal at least 125% of the debt service requirement on outstanding bonds.
  - *Legal Framework*
    - Governed by State law (various statutes)
  - *City's Credit/Debt Profile*
    - Water and sewer system credit is separate from City's GO credit. Different credit ratings.
    - W/S debt outstanding as of 6/30/2023 = $141,285,320. Final maturity is 2052.
    - W/S long-term bond rating (established in 2017) is "Aa2" (Moody's). Upgraded in 2021 from Aa3.
  - *Traditional Water/Sewer Financing Tool Other than Public Market Bonds*
    - SRF loans (secured by water and system revenues, state-shared taxes and property tax pledge)

City's Prior Use of Economic Development Tools (Alternative Financing)

- **$14,945,000 Adjustable Rate Taxable Tax Increment Bonds (originally issued in 2005)**
  - *Issuer*
    - The City's Industrial Development Board
  - *Purpose*
    - Finance the acquisition of 50-acre parcel of land to be leased to Nissan for its corporate headquarters relocation to the City
  - *Security*
    - Revenues – Tax Increment of the City, PILOTs, Conditional Payments (payments to be made by Nissan if Nissan failed to meet certain conditions) and City Loan Advances (payments to be made to IDB from City, from time to time, as advances to be used to pay debt service). Also Direct-Pay Letter of Credit.
    - City agreed to pay no more than $5 million should tax increment collections fail to pay debt service.
    - Approximately $3 million was advanced by City to pay debt service in the early years of amortization.
    - Tax increment collections increased over time and, in 2017, exceeded annual debt service requirements. BOMA authorized annual early payments of principal, and loan was repaid in full in FY 2022 (12/2021). In FY2023, the City was repaid the remaining balance of the funds loaned to the IDB.
    - No GO pledge of the City (no lending of credit)
  - *Legal Framework*
    - Statutory, Economic Impact Plan

Economic Development Tools Available to Tennessee Local Governments

1. **Payment in lieu of Tax Agreements (PILOT)** - Property tax abatement that improves cash flow
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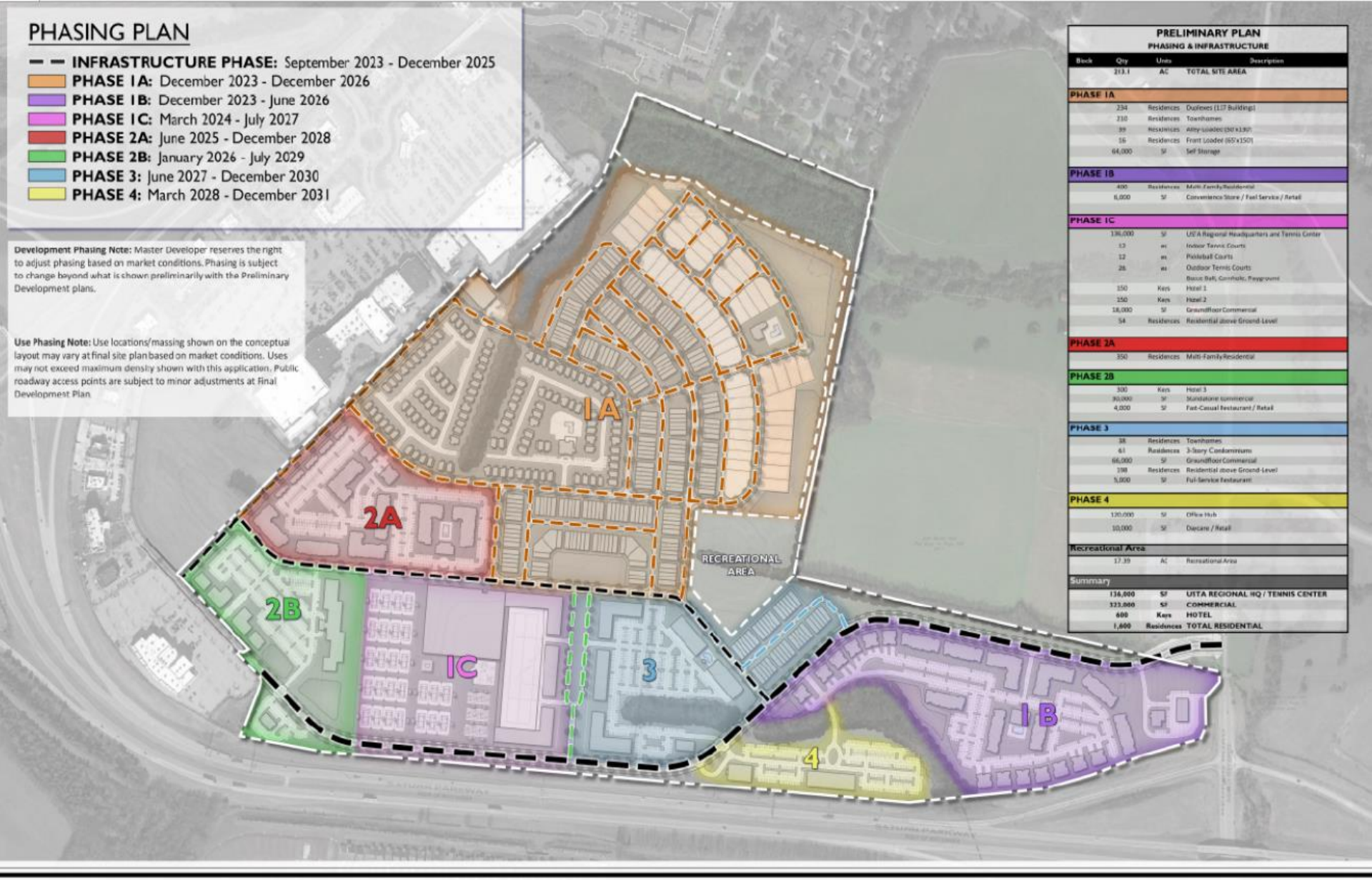
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Payment in lieu of Tax Agreements (PILOT) vs. Tax Increment Incentives (TIF)

- **Tax Abatement (PILOTs)**
  - No taxable income to private party, but difficult to monetize PILOT benefit.
  - Need clear policies for granting tax abatement so that economic development staff can utilize tax abatement when needed to recruit economic development prospects.
  - Documents should include consequences (sometimes referred to as clawbacks) if beneficiary of tax abatement does not meet economic development commitments
- **Tax Increment Incentives (TIFs)**
  - Monetization of TIF is easier (particularly upon completion), but there is a risk of taxable income to developer
  - Tax increment policies are helpful in approving and administering tax increment incentives
  - Can utilize a third-party consultant to evaluate the financial “gap” that must be met with an incentive for project to proceed (“but for” test)
  - Many evaluate whether the growth in sales taxes will make up the difference in loss of property taxes



SPRING HILL CROSSINGS

PLANNED DEVELOPMENT

PHASING PLAN

March 10, 2023

BASS BERRY + SIMS PLC

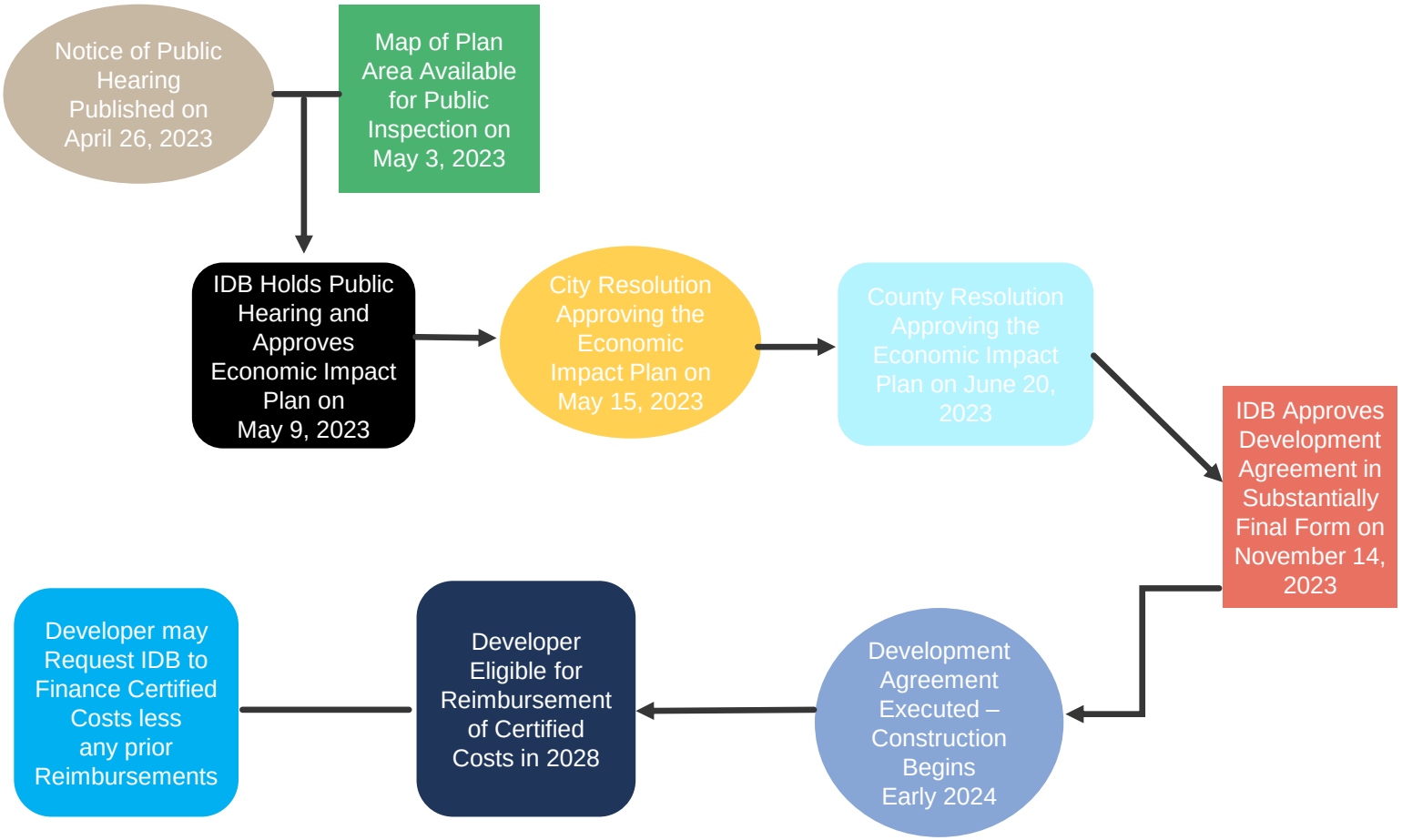
pfm

SOUTHSTAR

City of Spring Hill Legacy Pointe Tax Increment Area

- **City Benefits**
  - Much needed road improvements, some of which have been on the City's Major Thoroughfare Plan since 2014
- **County Benefits**
  - 40% of new incremental revenues allocated to county for school purposes throughout the entire term of the TIF (projected to be $56 MM in aggregate)
- **Financial Highlights**
  - Amounts to pay City and County debt service are protected throughout life of TIF
  - 4.33 Projected Benefit/Cost Ratio (Ratio of Taxes Designated to TIF to Local Taxes Generated From Construction, Operations and Taxes Designated for Schools and Debt Service)
- **Taxpayer Safeguards**
  - Developer construction completion deadlines
  - Developer default provisions
  - Maximum TIF allocation amounts
  - Reimbursement only upon completion
  - Limitation of liability of City and IDB (non-recourse to City)

City of Spring Hill Legacy Pointe Tax Increment Area



Special Assessment Financing in Tennessee

- **What are the differences between a special assessment and a tax?**

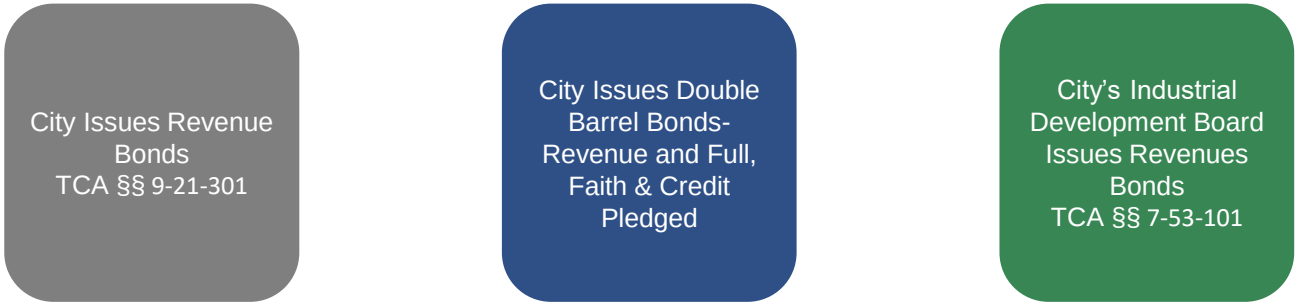
1. A special assessment is based wholly on the property benefited;
2. A tax involves a charge on all property, real and personal, in a prescribed area;
3. Tax revenues are used for general and special purposes; and
4. Special assessment revenues are used for a direct benefit to the property being assessed.

Special Assessment Financing in Tennessee

- First step, City and Developer enter into a Development and Acquisition Agreement with the following provisions:



- Step two, Developer acquires development area and constructs the public infrastructure in accordance with the City's approved plans and specifications.
- Step three, Developer transfers public infrastructure to City, and City issues bonds secured by special assessments in one of three ways to reimburse the Developer for cost of public infrastructure:



Central Business Improvement Districts (CBID)

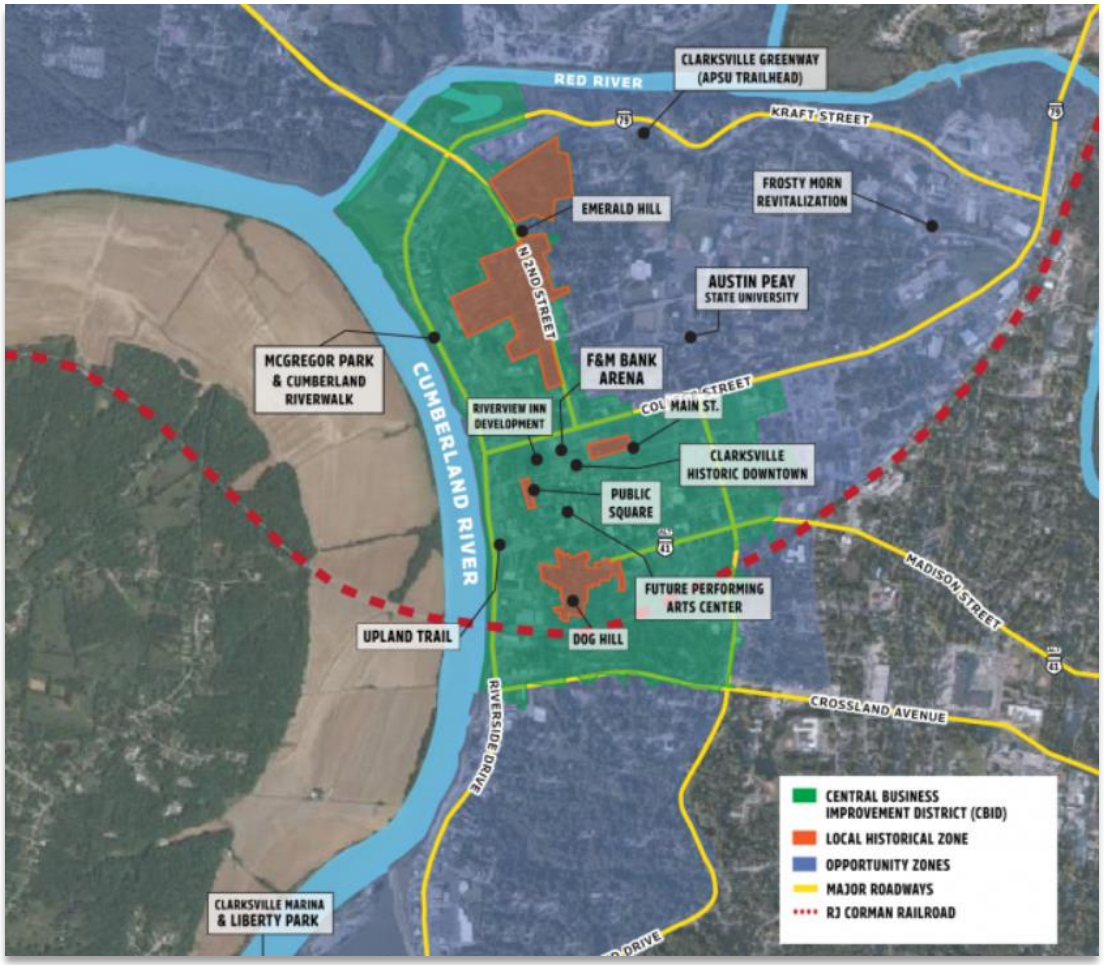
Characteristics

- Used to improve already built-out business or historic corridors
- Ability to levy special assessment for maintenance and beautification purposes
- 1971 CBID statute contains more flexible financing provisions—IDB can issue revenues bonds (not limited by public works project definition in TCA §§ 9-21-101)
- City must appoint a Board of Assessment Commissioners

Examples

- Nashville Downtown
- Nashville Gulch
- Nashville Century Farms (Antioch)
- Memphis Downtown
- Clarksville CBID
- Knoxville CBID

City of Clarksville Central Business Improvement District



Pros & Cons of Tax Increment Districts, Generally

Pros

- Facilitate development projects and/or revitalization
- Financing can limit credit exposure (not a full faith and credit), though considerations do apply
- Availability of financing options may bring about new projects/developments sooner
- Allows beneficiaries/users of a specific service or improvement to pay without spreading cost across entire community
- Link costs to benefits

Cons

- Carves revenue growth (including natural growth) away from General Fund
- Provides incentives for businesses to come in, but does not in incentivize businesses to stay
- Increment-backed debt is rarely investment grade and as a result, is expensive and speculative
- Potential lack of coordination among district and host jurisdiction including different tax rates
- Economic downturns can significantly impact the financial projections

Funding/Financing TIF Projects

- **There are one or more ways to provide funds for TIF projects:**
  - Pay-as-you-go funding as the increment is generated;
  - Developer financing in which the increment is used to repay debts;
  - Conduit (i.e. Industrial Development Board) debt financing:
    - Revenue bonds, secured by incremental tax revenues from the TIF district.

Characteristics of TIF (Increment-Backed) Debt

- **Leverages the future, potential increment to provide upfront dollars for early-stage project costs**
- **Typically backed solely by the incremental revenues in the TIF district:**
  - If a new district, will be considered speculative/non-investment grade – “build it & revenue comes” with high interest rate due to high risk profile of repayment stream
  - Typically, unrated with private placement/limited offering method of sale
  - No moral or general obligation backstop of the governing bodies
  - However, if the district is formed and revenues accumulate, the ability to borrow against an existing revenue stream is less expensive but requires funds to be provided by [development] on front end
- **The ability to access debt will be dependent on the forecasted incremental revenues:**
  - National & local economic conditions
  - Market demand, timing & use profile for development or project inducing the increment
  - On-time & on-budget delivery of project construction

Simplified TIF Feasibility Analysis – *Example Only*

- To demonstrate how an increment can support the cost of the [infrastructure or debt], a third-party expert should prepare a feasibility analysis.
- The feasibility analysis should take into consideration the economy (both local and national), property values before and after development, as well as market demand for project(s) if applicable.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Base Property Taxes	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	20,000
Future Property Taxes		-	500,000	510,000	520,200	520,200	520,200
Property Tax Increment	-	-	480,000	490,000	500,200	500,200	500,200

Simplified TIF Scenario Analysis - $50 Million Project Fund

- We have assumed the following portions of the City and County's Property Tax rates were available to generate the incremental property tax revenues:
- The FY 2023 Appraised Value in the City was approximately $23.7 Billion.
- Debt service estimates are based on a $50 Million project fund.

City of Franklin and Williamson County Property Tax Rate		
FY 2024 Budget	**City**	**County** (inside Franklin)
Total Property Tax Rate:	**0.3261**	**1.8300**
General Fund (or other Gvt Fund)	0.1711	0.3800
General Purpose School Fund	n/a	1.0900
Debt Service [1]	0.1550	0.2200
County Rural Debt Service	n/a	0.1400
Available to Generate Increment	**0.1711**	**0.3800**

1 City could opt to commit this portion of its property tax revenues; however, the City is currently using to service its own debt payments and therefore we have excluded.

Analysis below is based on the Appraised Value within the entire City of Franklin and assumes a solely commercial development. If a TIF were being evaluated, the actual parcels within the district would be valued at current levels and uses to determine the increase needed to support debt payments.

Scenarios	A - City & County with City Back-Stop	B - City & County No City Back-Stop	C - City Only - No City Back-Stop
Available Tax Rate to Support Potential Debt	City ($0.1711) & County ($0.38)	City ($0.1711) & County ($0.38)	City ($0.1711)
City Back-Stop in Case of Shortage	Yes	No	No
Estimated Interest Rate	5.00%	9.00%	9.00%
Term of TIF	20 Years	20 Years	20 Years
Estimated Annual Debt Service PMT	$4.04 Million	$5.52 Million	$5.52 Million
Estimated Appraised Value Increase Needed to = D/S PMT [2]	$1.83 Billion	$2.50 Billion	$6.23 Billion

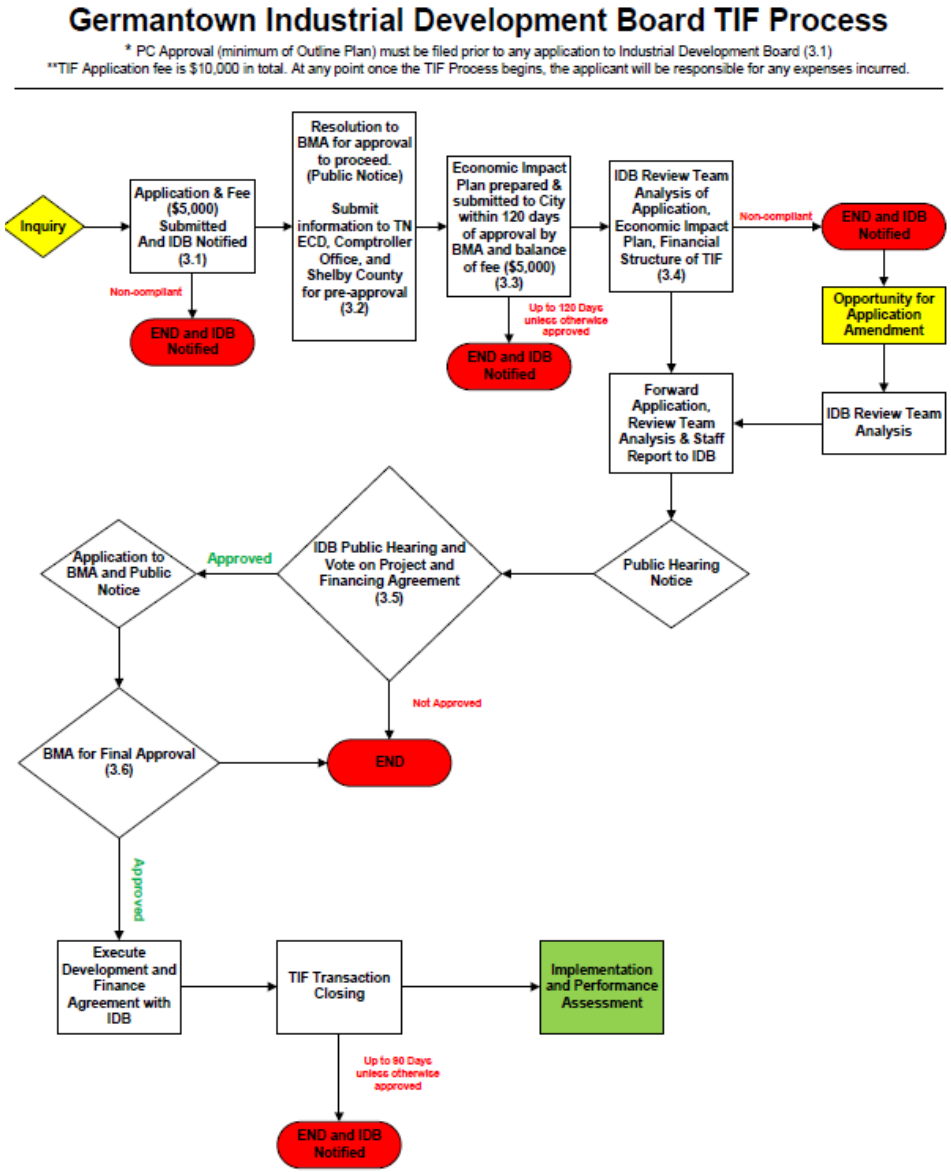
2 Increments are based off assessed value which varies depending on property use (residential, commercial, industrial, etc.)

Considerations for a TIF Policy

- Establish a process for application for a TIF District, including application fees and on-going
- Provide a timeline to review applications including criteria to review applications, i.e. including how the “but for” test will be applied
- Establish a maximum term (# of years) of the district and financings
- Maximum amount of incremental revenues (% of increment)
- Outline eligible projects
- Establish a minimum project amount and/or minimum overall development amount/investment
- Require in-house or third-party “but for” analysis and identify who will bare the cost (typically covered by application fees)
- Establish procedures for addressing projects whose scope fell short of pre-development expectations or are incomplete

Example TIF Process

- In 2017,the City of Germantown developed and adopted its TIF Program Policies which included elements identified on the previous page as well as a flow chart.
- Such information is made available to stakeholders as an informative tool.



QUESTIONS



HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0327

DATE: June 5, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2023-0095, With 228 Franklin, LLC For The Middle Eight Parkland Impact Fee And Construction Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2023-0095 Parkland Impact Fee and Construction Agreement for The Middle Eight.

BACKGROUND/STAFF COMMENTS:

The City and 228 Franklin, LLC are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated August 14, 2023. The parties desire to amend the Agreement to remove 32 dwelling units and update the exhibits.

FINANCIAL IMPACT:

The total Parkland Impact Fee obligation for this project is ONE MILLION FORTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-TWO AND 00/100 DOLLARS ($1,045,872.00) and Twenty-Five Percent (25%) or TWO HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS ($261,468.00) of which shall be paid at the final plat or issuance of the first building permit if a plat is not required, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of THREE THOUSAND TWO HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS ($3,228.00) until such time the full obligation has been paid.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge Amendment 1 to COF Contract No. 2023-0095.

AMENDMENT NO. 1 TO COF CONTRACT NO. 2023-0095

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT FOR PRIVATE/PUBLIC

FOR THE MIDDLE EIGHT BETWEEN THE CITY OF FRANKLIN AND 228 FRANKLIN, LLC

This Amendment No. 1 to COF Contract No. 2023-0095 ("Amendment") is entered into by 228 Franklin, LLC (hereinafter "228 Franklin") and the City of Franklin ("City") to amend the dwelling unit count from 275 to 243 and to update the Exhibits attached.

WITNESSETH:

WHEREAS, the City and 228 Franklin, LLC are parties to that certain Parkland Impact Fee Agreement COF Contract No. 2023-0095 ("Agreement") dated August 14, 2023; and

WHEREAS, the parties desire to amend the Agreement to remove 32 dwelling units and make certain other modifications as described herein; and

WHEREAS, the parties desire to modify the Agreement to amend the total dwelling unit count to 243 units whereas the total Parkland Impact Fee obligation for this project is ONE MILLION FORTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-TWO AND 00/100 DOLLARS ($1,045,872.00) and Twenty-Five Percent (25%) or TWO HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED SIXTY-EIGHT AND 00/100 DOLLARS ($261,468.00) of which shall be paid at the final plat or issuance of the first building permit if a plat is not required, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of THREE THOUSAND TWO HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS ($3,228.00) until such time the full obligation has been paid; and

WHEREAS, the parties desire to remove and replace Exhibits A and B from the Agreement with Exhibits A and B attached hereto.

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

1. The foregoing recitals are incorporated by reference as if fully state herein:

2. The Agreement shall be amended to a total amount of 243 dwelling units.

3. The Agreement shall be amended to replace Exhibits A and B with the Exhibits A and B attached hereto.

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

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

affected.

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

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

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

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

10. Survival. This Amendment shall survive the completion of any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

11. All other provisions of the Agreement dated August 14, 2023, are unchanged and remain in full force and effect.

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

CITY OF FRANKLIN, TENNESSEE **Attest:**

By:_____ By: _____
Dr. Ken Moore, Mayor Eric S. Stuckey, City Administrator

Date:_____ Date:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at office, this_____day of_____, 20____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper, Staff Attorney

228 FRANKLIN, LLC

By: __Truland Development Company, LLC_

Its: _____Manager_____

By: _____

Print Name: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF_____)

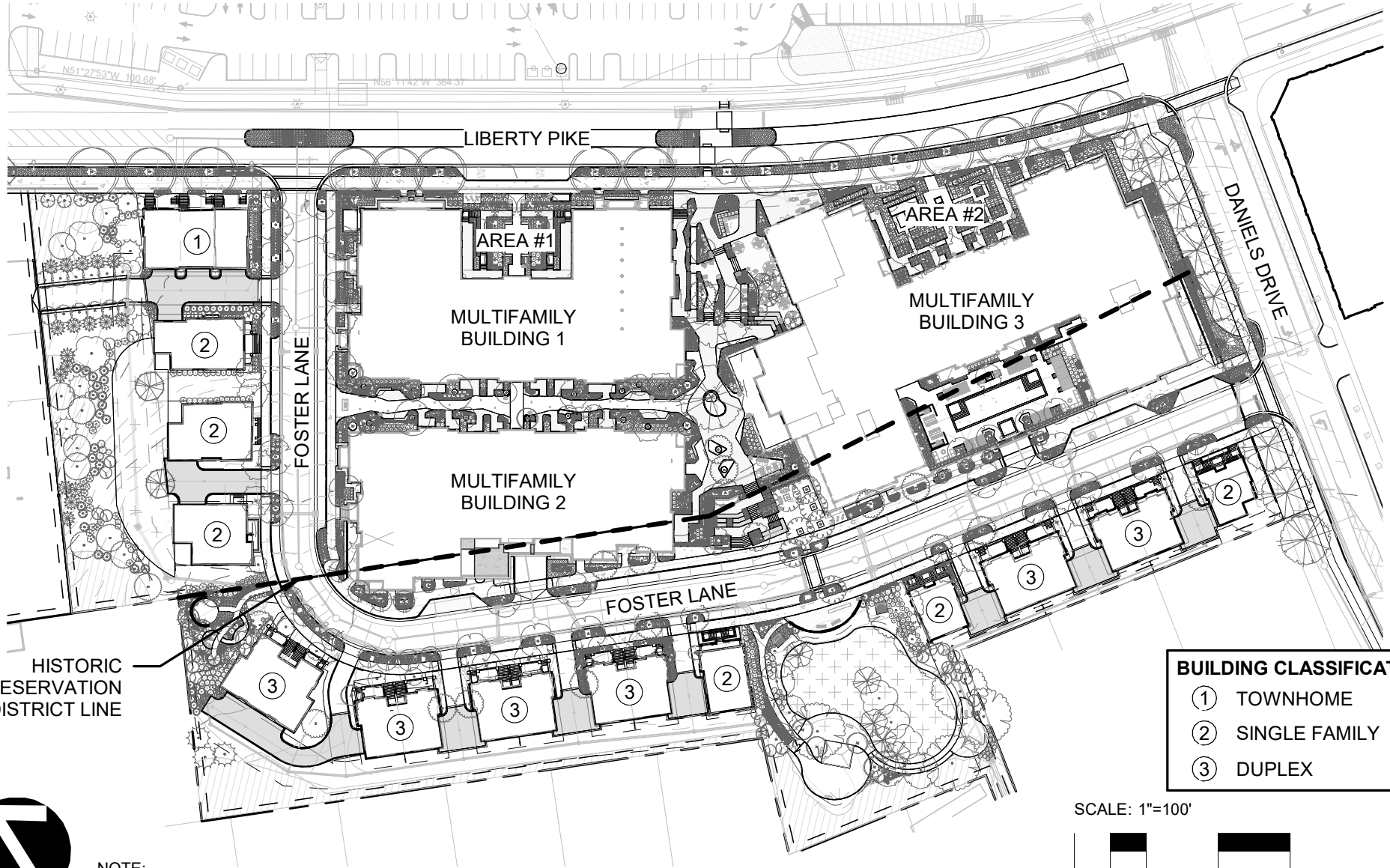
On_____, before me,_____
_____, Notary Public, personally appeared_____
_____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of_____
_____that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

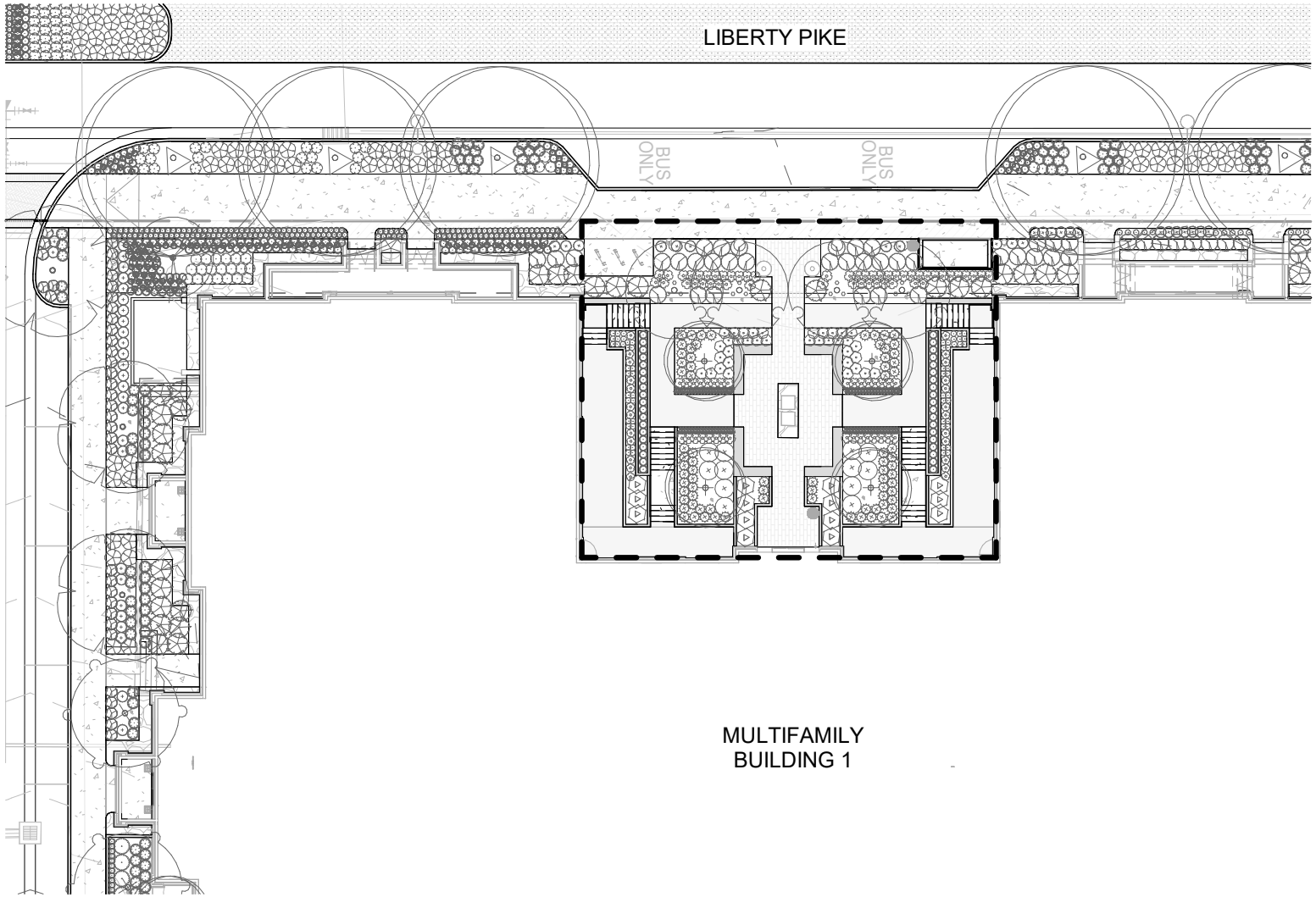


NOTE:
1. DRAWING SHOWN FOR REFERENCE ONLY, FINAL DRAWING AND BUILT PROJECT MAY BE REVISED AT ANY TIME.

MIDDLE EIGHT ▪ OVERALL MASTER PLAN

3524008 | 05.17.2024

LandDesign



AREA #1 - PRIVATE COURTYARD

ANTICIPATED AMENITY FEATURES
- LIGHTING
- SEATING ELEMENTS
- LANDSCAPING
- DECORATIVE HARDSCAPE
- SPECIAL FEATURE
- SITE FURNISHINGS

AREA = +/- 4,500 SF

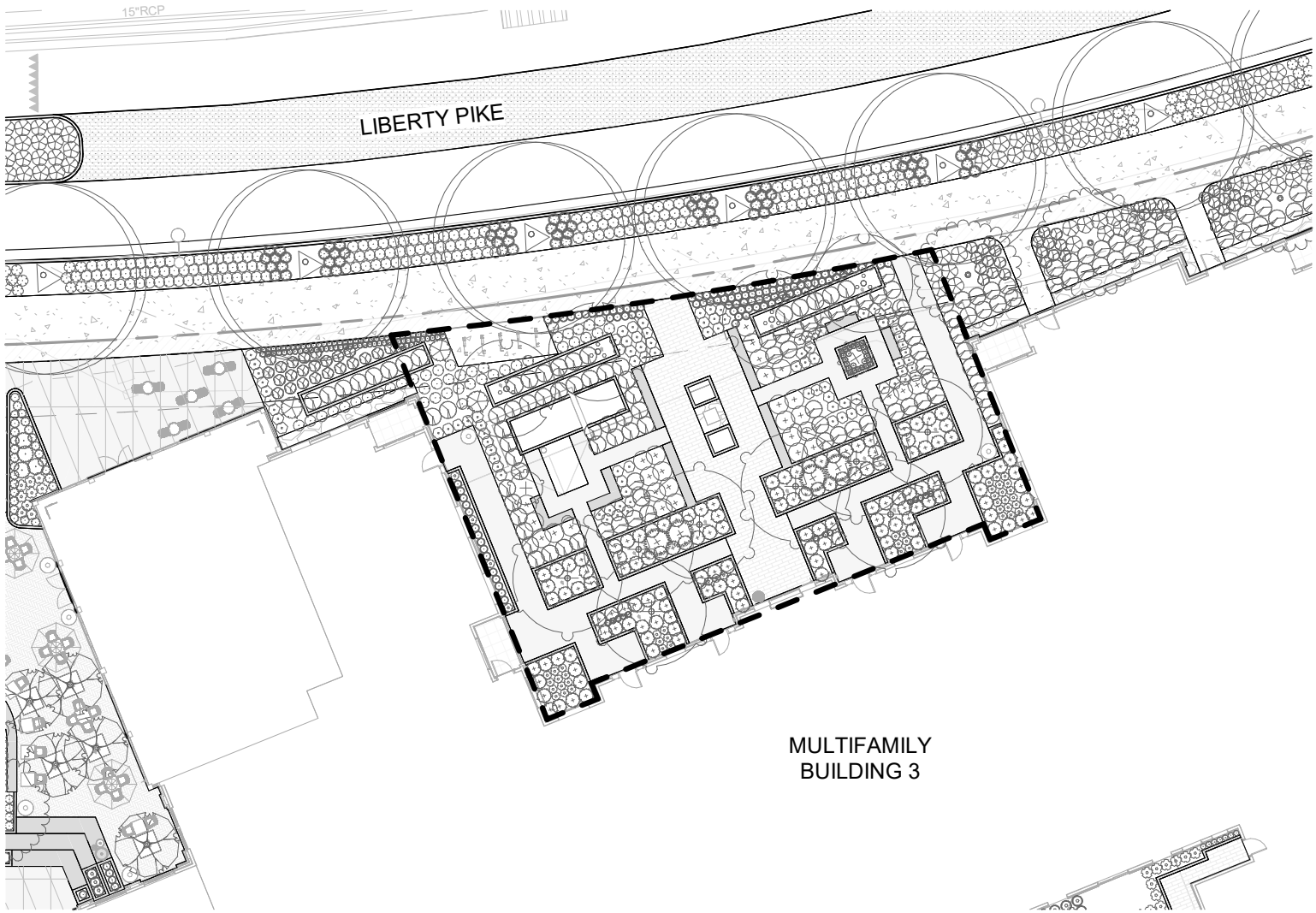
SCALE: 1"=30'

0 15' 30' 75'

MIDDLE EIGHT ▪ AREA #1 - PRIVATE COURTYARD

3524008 | 05.17.2024

LandDesign



AREA #2 - PRIVATE COURTYARD

ANTICIPATED AMENITY FEATURES
- LIGHTING
- SEATING ELEMENTS
- LANDSCAPING
- DECORATIVE HARDSCAPE
- SPECIAL FEATURE
- SITE FURNISHINGS

AREA = +/- 6,000 SF

SCALE: 1"=30'

0 15' 30' 75'

MIDDLE EIGHT ▪ AREA #2 - PRIVATE COURTYARD

3524008 | 05.17.2024

LandDesign

THE MIDDLE EIGHT - Parkland Requirements - Exhibit B				
Descriptions	Quantity	Unit	Unit Price	Total
Total Required Parkland Dedication	**243**	**Units**	**$4,304**	**$1,045,872**
Area 1 – Private Courtyard				
Amenity Allowance	4,500	SF	---	$196,101
Area 2 – Private Courtyard				
Amenity Allowance	6,000	SF	---	$196,101
Total Cost for Design and Construction	10,500	SF		**$392,202**
			Total	**$392,202**
Total cost of Project				**$392,202**
Parkland Impact Fee Requirement				**$1,045,872**
Allowable 50% Offset (Private Improvements)				$392,202
Dedication Beyond Requirement				0
Note: All proposed improvements to be completed in one phase.				

City of Franklin

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

File #: 21-0312

DATE: June 3, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2024-0179, With The Tennessee Department Of Environment And Conservation American Rescue Plan Act For The Competitive Grant Amount Of $5,600,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the grant contract with the Tennessee Department of Conservation (TDEC) for the competitive American Rescue Plan Act funding.

BACKGROUND/STAFF COMMENTS:

In late 2023, the Water Department applied for additional American Rescue Plan Act (ARPA) funding through the Tennessee Department of Environment and Conservation's (TDEC) competitive funding, specifically the funding that was available to advance the initiatives of water reuse in the state of Tennessee. In November 2023, Water Management found out the City received $5.6 million in funding, the largest allocation of reuse funding that was available and the largest that was awarded within the State.

Fortunately, this grant will cover much of the work that has already been expended on the construction and operation of the clean water pilot facility, and the continued work by our consultant to evaluate the water reuse alternatives.

This item is the grant application that will need approval before execution by the Mayor and State of Tennessee.

FINANCIAL IMPACT:

This item results in a funding of $5,600,000 by the State of Tennessee through the ARPA funding program.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0179 with TDEC.

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
3/3/2021	9/30/2026	32701-05490	TBD

Grantee Legal Entity Name	Edison Vendor ID
City of Franklin	0000001552

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number

Grantee's fiscal year end June 30

Service Caption (one line only)

This is a Water Reuse proposal by the City of Franklin for one (1) Potable project.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	$0.00	$5,600,000.00	$0.00	$0.00	$5,600,000.00
2022	$0.00	$0.00	$0.00	$0.00	$0.00
2023	$0.00	$0.00	$0.00	$0.00	$0.00
2024	$0.00	$0.00	$0.00	$0.00	$0.00
2025	$0.00	$0.00	$0.00	$0.00	$0.00
2026	$0.00	$0.00	$0.00	$0.00	$0.00
2027	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:	**$0.00**	**$5,600,000.00**	**$0.00**	**$0.00**	**$5,600,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

TDEC assembled a lead panel of three subject matter experts to review, rank, and recommend proposals for funding. Other subject matter experts were included in review discussions to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals were reviewed and ranked relative to other proposals within the project award type once the application period closed. All proposals received a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring were considered for funding. Each proposal was evaluated using a scoring rubric.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Grammer \ MKH

Speed Chart	Account Code
EN00021220 / 32734	

CPO USE - GG

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF FRANKLIN

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Franklin, hereinafter referred to as the "Grantee," is for the provision of one (1) Potable project., as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001552

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds through non-competitive and competitive grant programs. For the competitive grant program, the State has made funds available for eligible drinking water, wastewater, or stormwater projects that target investments in three areas: regionalization, water reuse, and resource protection. The Grantee has been awarded funds for a water reuse project, to be executed pursuant to this Grant Contract.

A.3. The Grantee shall use funds provided by this Grant Agreement to complete the project proposed in the Grantee's application packet (the "Grant Project"), incorporated into this Grant Agreement in section A.7.

A.4. Within sixty (60) days of the execution of this Grant Contract, the Grantee shall submit for the State's review and approval a proposed schedule (the "Grant Project Schedule") reasonably calculated to ensure efficient completion of the Grant Project.

A.5. The Grantee may submit to the State a written request to amend the Grant Project schedule, which the State may, but is not required to, approve. The written request to amend the Grant Project schedule must be submitted to the State no less than sixty (60) days prior to the earliest milestone to be amended. The State in its sole discretion may choose to accept a request that is submitted less than sixty (60) days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the Grant Project schedule established or secure approval of an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.

A.6. The Grantee shall provide all reports required of pass-through entities and subrecipients according to the U.S. Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. The Grantee's application packet, which includes the grant proposal and establishes the Grant Project, incorporated to elaborate supplementary scope of services specifications, and may be amended pursuant to section A.10 below; and

c. The State's March 30, 2023 Reuse Competitive Grant Manual. The manual can be downloaded at https://www.tn.gov/environment/arp/competitive-grant.html.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is hereby incorporated in this Grant Contract.

A.9. The Grantee shall provide investigation, planning, and design services corresponding to the Franklin SE Clean Water Facility (CWF). This includes redirecting existing collection system flows to the new CWF, connecting a portion of the advanced treatment effluent to the existing non-potable system, and conveying the advanced treated effluent to the raw water reservoir. The Grantee shall submit to the State the following deliverables or complete the following actions for the investigation, planning, and design of the Grant Project according to the Grant Project schedule:

a. All deliverables shall be provided and uploaded into the Grantee's application in the Grants Management System (GMS).

b. The Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for the Grant Project according to the State's Interagency Preliminary Engineering Guidance (Design Criteria for Review of Sewage Works Construction Plans and Documents Appendix 1-E).

c. The Grantee shall provide engineering agreement(s) for the project for review and approval no later than one hundred and twenty (120) days after the Grantee's receipt of the Grant Contract award.

d. The Grantee shall develop plans and specifications for the proposed project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

e. The Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.10. Application Amendment. If the PER or FP prescribe better alternatives to the Grantee's proposed project than the alternatives included in its application, the Grantee may submit to the State a written request to amend the proposed project in the Grantee's application, which the State may, but is not required to, approve. The written request must be submitted to the State no less than sixty (60) days prior to the earliest milestone to be amended.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on 3/3/2021 ("Effective Date") and ending on 9/30/2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Million Six Hundred Thousand Dollars and Zero Cents ($5,600,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
Department of Environment and Conservation
Division of Water Resources
Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Environment and Conservation, Division of Water Resources.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column “Grant Contract,” shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee’s failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal

agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vena Jones
Department of Environment and Conservation
Division of Water Resources
Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

Ken Moore, Mayor
City of Franklin
109 Third Avenue South
Franklin, TN 37064
ken.moore@franklintn.gov
Telephone # (615) 791-3217
FAX #

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which

reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the

affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost equal to or exceeding five thousand dollars ($5,000.00). The term “motor vehicle” shall include any article of tangible personal property that is required to be registered under the “Tennessee Motor Vehicle Title and Registration Law”, Tenn. Code Ann. Title 55, Chapters 1-6.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall inventory said equipment or motor vehicles annually. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss.

After termination of the Grant Contract or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the State as appropriate and in accordance with any applicable state or federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.5. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.7. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling ten million dollars ($10,000,000) or greater.

E.8. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E. 9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Treasury and the Region 4 Office of the Environmental Protection Agency.

E.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or

systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.11. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

CITY OF FRANKLIN:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

ATTACHMENT A

Page 1

GRANT BUDGET

Additional Identification Information As Necessary

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

BEGIN: 3/3/2021 **END: 9/30/2026**

Policy 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee, Grant & Award [2]	$5,600,000.00	$1,400,000.00	$7,000,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$5,600,000.00**	**$1,400,000.00**	**$7,000,000.00**

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
P-IPD-CG Investigation and Design	$5,600,000.00
TOTAL	$5,600,000.00

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Franklin
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

File #: 21-0357

DATE: June 12, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Chris Koeper
Robyn Freeman, Engineering Associate

SUBJECT:

Status Update Of New City Hall Project And Construction Manager At Risk (CMAR) Request For Proposals

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of the New City Hall project and Construction Manager At Risk (CMAR) Request for Proposals process.

BACKGROUND/STAFF COMMENTS:

A request for proposals (RFP) for the City Hall Project Construction Manager at Risk (CMAR) was released and published on May 23rd. In addition, the City's owner's representative (STV, Inc.) has performed active outreach to potential firms. The following are the key milestones associated with the RFP process.

- May 23, 2024 – CMAR Solicitation Release
- June 25, 2024 – Proposal Submittal Deadline
- July 23, 2024 – Tentative date of release of City's tabulation of proposals and notice of intent to award.
- August 13, 2024 – BOMA Worksession and Voting Meeting - Tentative date of award and consideration of Professional Services Agreement for CMAR

The City of Franklin's owner's representative, Chris Koeper from STV, Inc., will provide an update to the Board of Mayor and Aldermen on the status of hiring a Construction Manager at Risk (CMAR) for the New City Hall project. Submittals for the CMAR RFP are due Tuesday afternoon, June 25. Mr. Koeper will give a brief update on the opening, scoring, and interviews that are scheduled to take place the week of July 15 with the goal of having a recommendation and professional services agreement to the BOMA for consideration during the Tuesday, August 13 BOMA Work Session.

FINANCIAL IMPACT:

There is no financial impact to report during this update.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the status updates of the New City Hall project.

City of Franklin

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

File #: 21-0235

DATE: May 22, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Kelly Dannenfelser, Asst. Director of Planning
Anna Ruth Kimbrough
Gary Vogrin
Katie Rudowski

SUBJECT:

Discussion Of New City Hall Planning: Building Elevations, Community Engagement Results, And Park Design

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the design and planning of our New City Hall and the adjacent park.

BACKGROUND/STAFF COMMENTS:

Planning for the new Franklin City Hall began in 2020, which included extensive community engagement to define the vision for the City Hall redevelopment on the historic Public Square. The Masterplan and Visioning (Phase I) was adopted by the BOMA in 2022. This includes a new City Hall on the Square, several commercial storefronts facing 3rd Avenue South, and subgrade parking for approximately 200 vehicles. Schematic Design (Phase II) with reprogramming was completed in 2023. Community outreach for the park was conducted at the end of 2023. An Owner's Representative was hired in Spring 2024, and Phase III, Design Development and Construction Drawings is now underway.

Some design changes occurred during the Schematic Design that involved repositioning the commercial tenant space, which provides an opportunity to create an approximate one-acre new park at the corner of Church Street and 3rd Avenue South. This presentation will focus on the updated building elevations, community outreach results for the new park, and the consultant team's design progress on the park planning based on that public input. BOMA feedback is requested.

FINANCIAL IMPACT:

The cost estimates for the new City Hall have been discussed at numerous BOMA Work Sessions. The Request for Proposals for a Construction Manager at Risk is currently being advertised and will return to a BOMA Work Session for further discussion.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation and provide feedback.

Franklin City Hall
BOMA
Work Session

Building Exterior Design Development
&
Park Schematic Design

25 June 2024
5PM

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024



FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

OPTION WITH PEDIMENT ON 3RD AVENUE

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

OPTION WITHOUT PEDIMENT ON 3RD AVENUE

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

OPTION WITH PEDIMENT ON 3RD AVENUE

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

OPTION WITHOUT PEDIMENT ON 3RD AVENUE

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

OPTION WITH PEDIMENT ON 3RD AVENUE (TREES HIDDEN)

OPTION WITHOUT PEDIMENT ON 3RD AVENUE (TREES HIDDEN)

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

FRANKLIN CITY HALL

OPTION WITH PEDIMENT ON 3RD AVENUE

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

FRANKLIN CITY HALL

OPTION WITHOUT PEDIMENT ON 3RD AVENUE

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

25 June 2024



2 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

FRANKLIN CITY HALL

BOMA Work Session

EXTERIOR ELEVATION DESIGN DEVELOPMENT

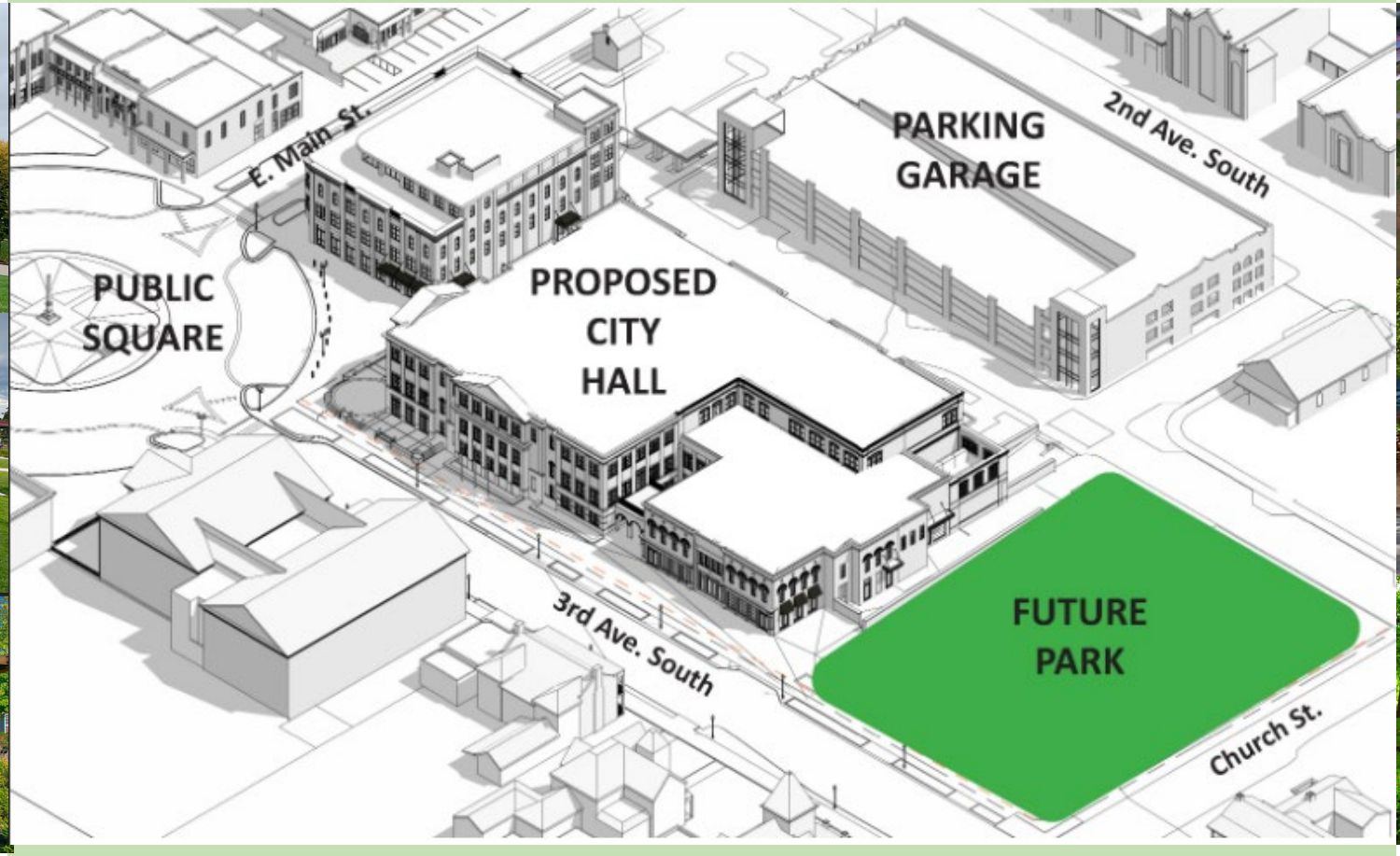
25 June 2024

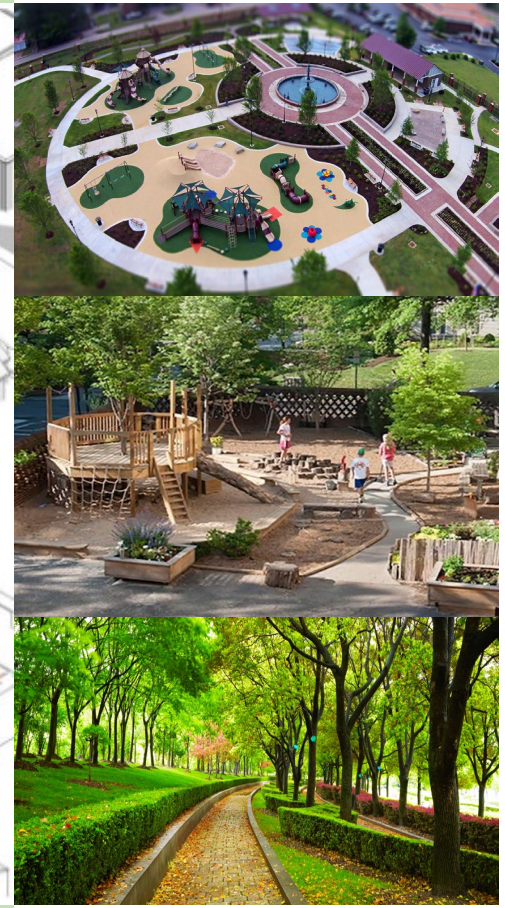
New City Hall Planning

Future Park Planning Community Engagement

December 2023







BOMA Work Session

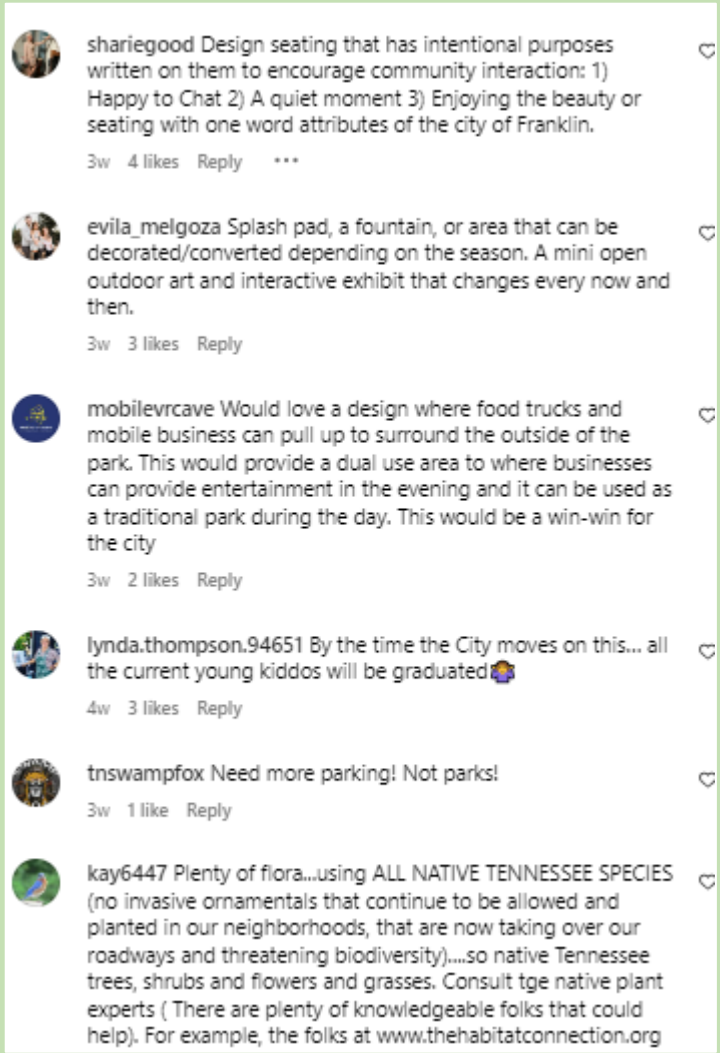
June 25, 2024

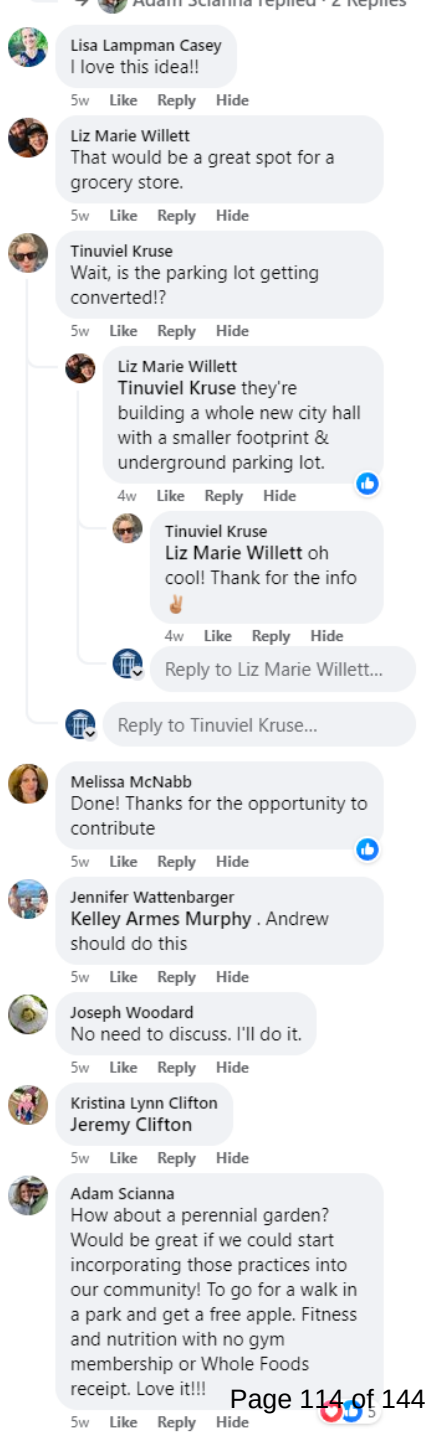
DOWNTOWN FUTURE PARK SURVEY: ENGAGEMENT

1,098 Survey Respondents

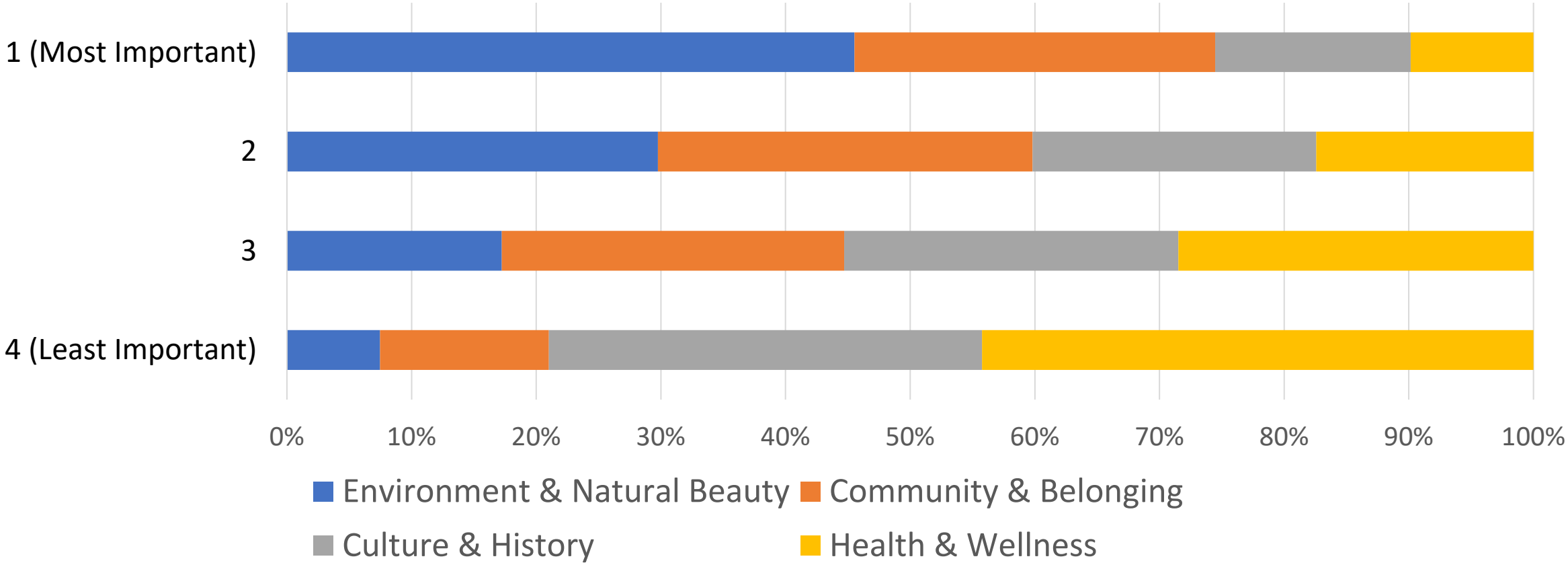
27 Facebook Comments

58 Instagram Comments

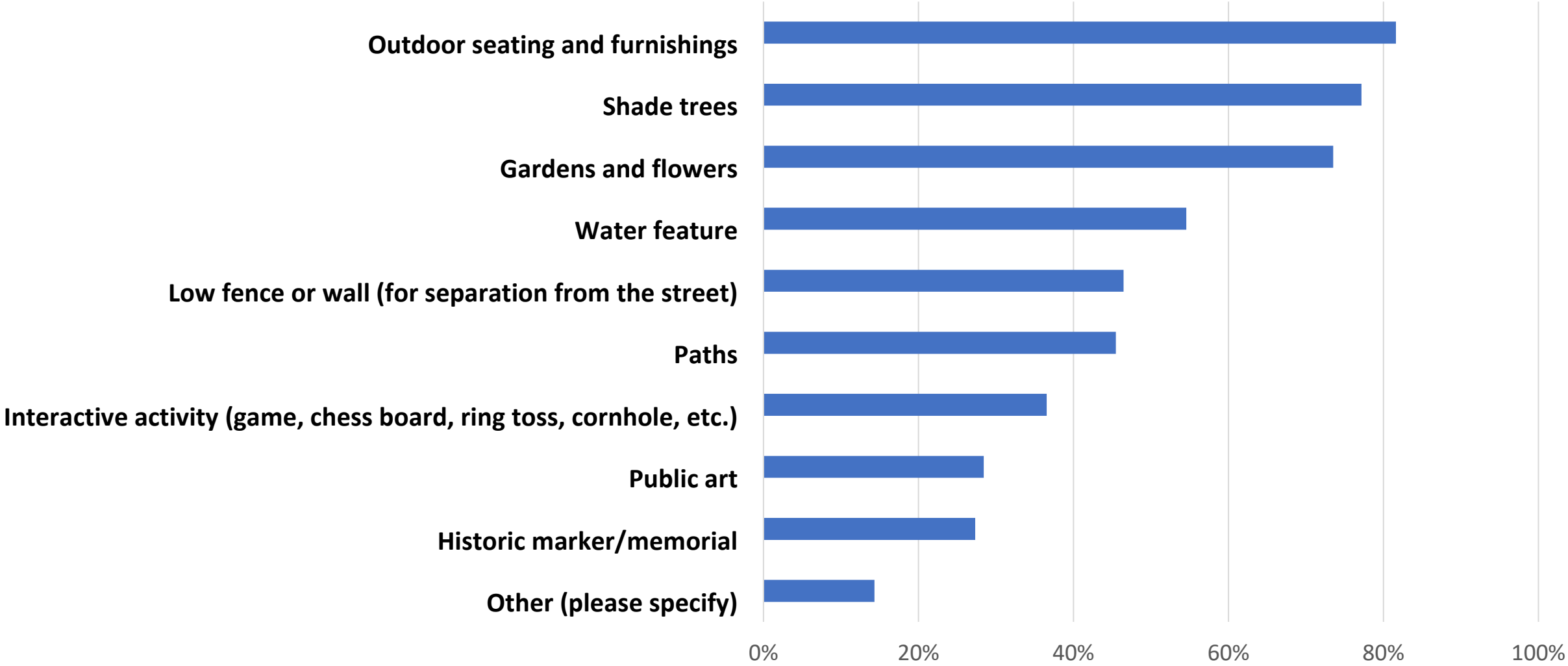




When you think about a future park in downtown Franklin off the Square, what values are most important to you? (Rank in order of 1 being most important and 4 being least important)

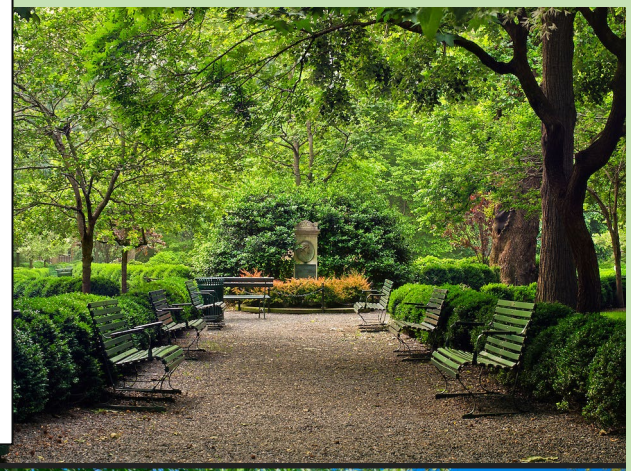


What types of amenities could help you feel a special connection to this park? (Check up to five.)

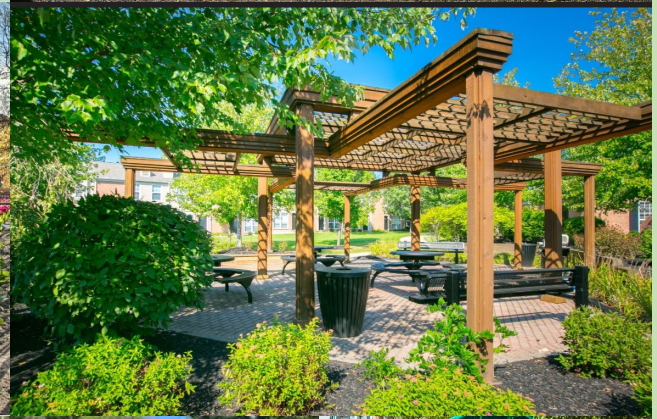


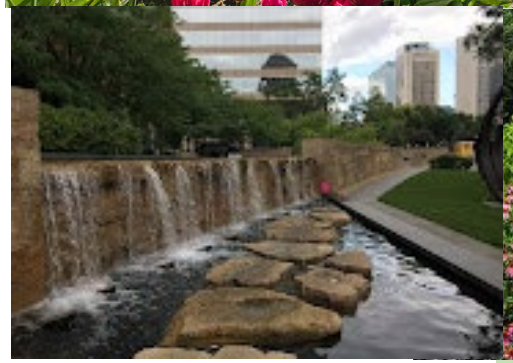
MAIN TAKEAWAYS

- Outdoor seating and furnishings
- Shade Trees
- Gardens and Flowers
- Water Feature
- Separation from street

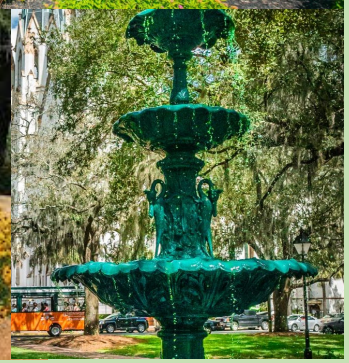






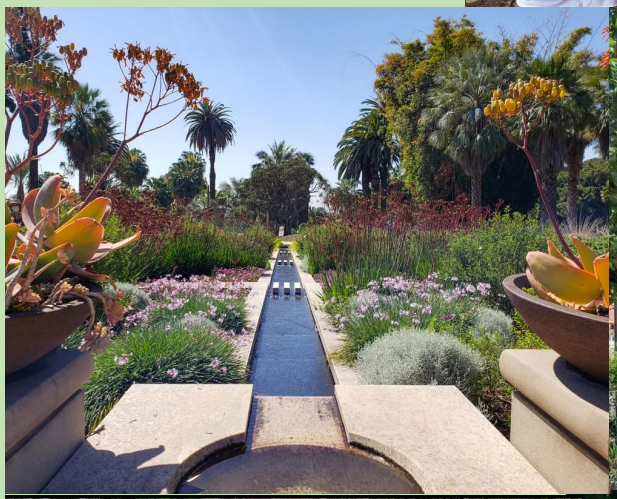




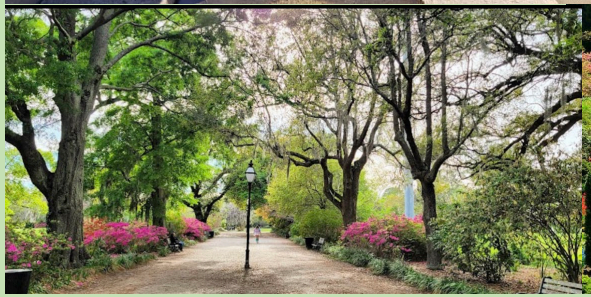


- Environment & Natural Beauty
- Community & Belonging





















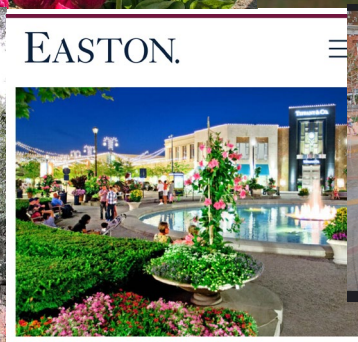




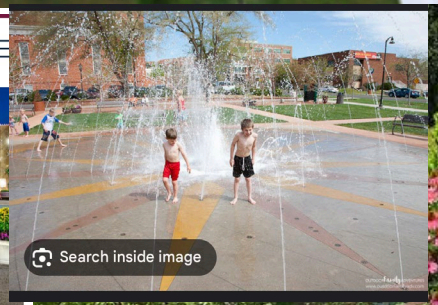



Historical Asian Memorials
at Sr. Mary's Square
Kearny Street
Legend
You Are Here
Restrooms
ADA Pathway
Parking Garage
Elevator
Playground
Swingset
California Street
Quincy Street
San Francisco "Comfort Women" Memorial
三藩市「慰安婦」紀念碑
샌프란시스코 「위안부」기념비
Rose Pak Memorial Tree
白蘭紀念樹
Chinese-American World War Memorial
美籍華人世界大戰紀念牌
Dr. Sun Yat-Sen Statue
孫中山先生雕像
San Francisco Recreation & Parks

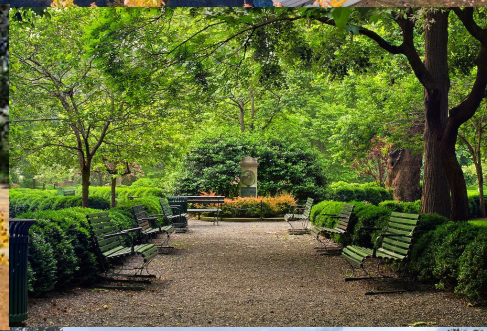



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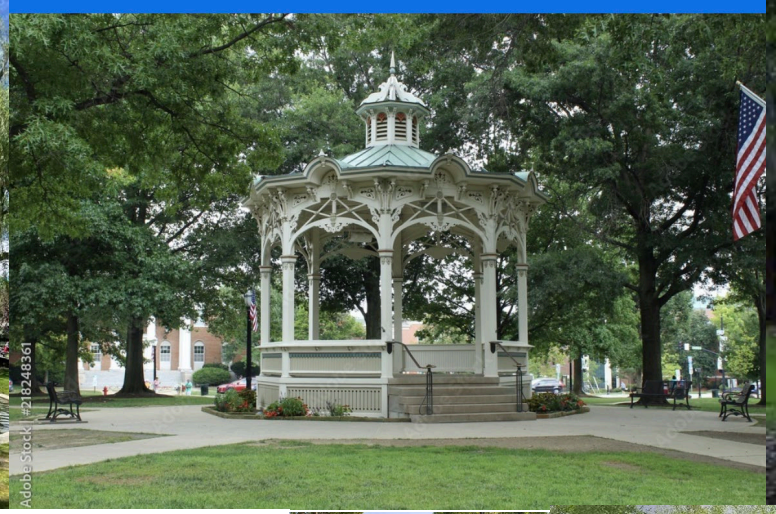




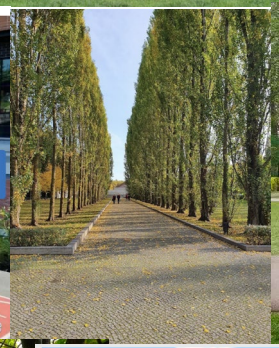


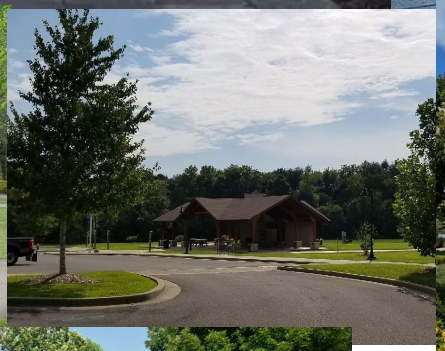


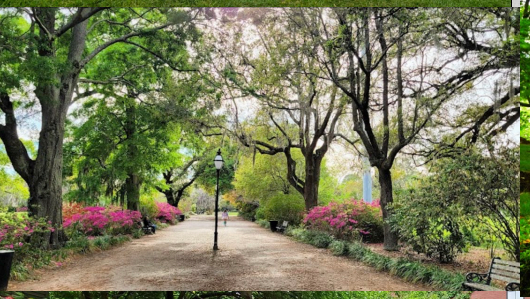



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Indy Kids










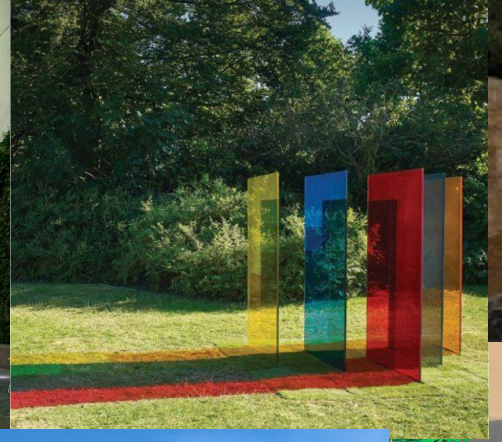




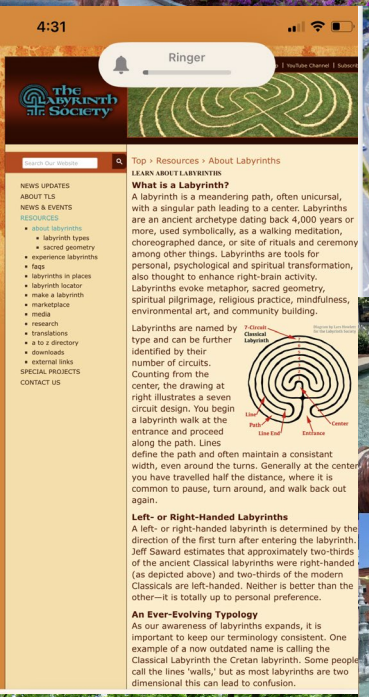











4:31
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LEARN ABOUT LABYRINTHS
What is a Labyrinth?
A labyrinth is a meandering path, often unicursal, with a singular path leading to a center. Labyrinths are an ancient archetype dating back 4,000 years or more, used symbolically, as a walking meditation, choreographed dance, or site of rituals and ceremony among other things. Labyrinths are tools for personal, psychological and spiritual transformation, also thought to enhance right-brain activity. Labyrinths evoke metaphor, sacred geometry, spiritual pilgrimage, religious practice, mindfulness, environmental art, and community building.
Labyrinths are named by type and can be further identified by their number of circuits. Counting from the center, the drawing at right illustrates a seven circuit design. You begin a labyrinth walk at the entrance and proceed along the path. Lines define the path and often maintain a consistant width, even around the turns. Generally at the center you have travelled half the distance, where it is common to pause, turn around, and walk back out again.
7-Circuit Classical Labyrinth
Line
Path
Line End
Center
Entrance
Left- or Right-Handed Labyrinths
A left- or right-handed labyrinth is determined by the direction of the first turn after entering the labyrinth. Jeff Saward estimates that approximately two-thirds of the ancient Classical labyrinths were right-handed (as depicted above) and two-thirds of the modern Classicals are left-handed. Neither is better than the other—it is totally up to personal preference.
An Ever-Evolving Typology
As our awareness of labyrinths expands, it is important to keep our terminology consistent. One example of a now outdated name is calling the Classical Labyrinth the Cretan labyrinth. Some people call the lines 'walls,' but as most labyrinths are two dimensional this can lead to confusion.

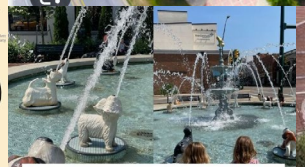




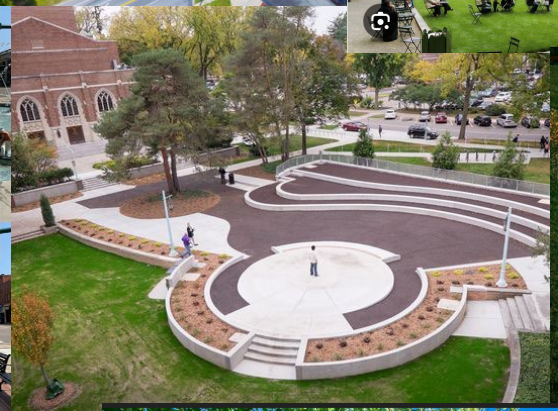




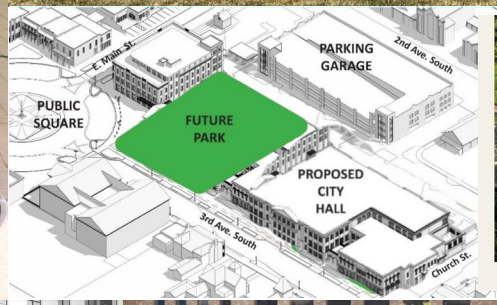





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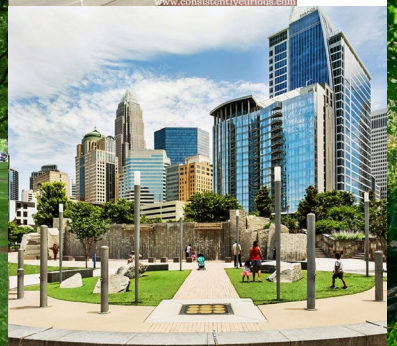



PARKING GARAGE
2nd Ave. South
E Main St.
PUBLIC SQUARE
FUTURE PARK
PROPOSED CITY HALL
3rd Ave. South
Church St.


The Atlanta Botanical Garden | Conchi Martinez/Shutterstoc




Walnut Grove

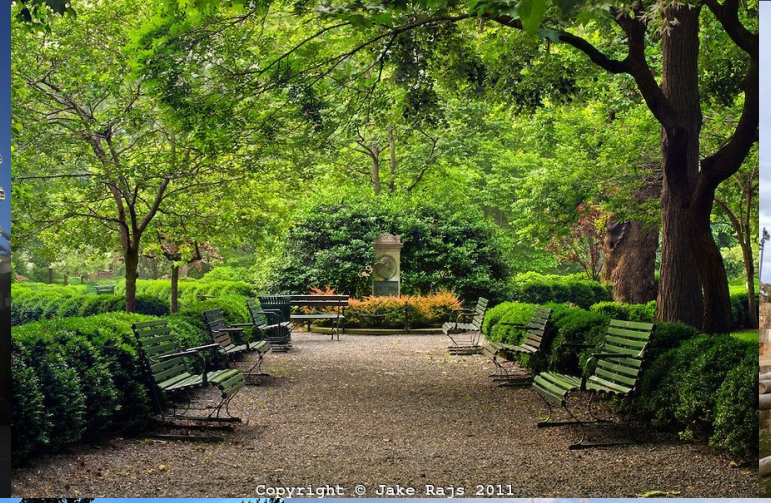












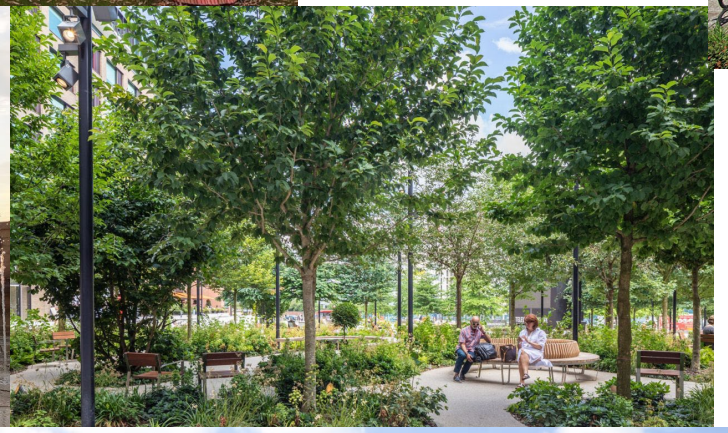














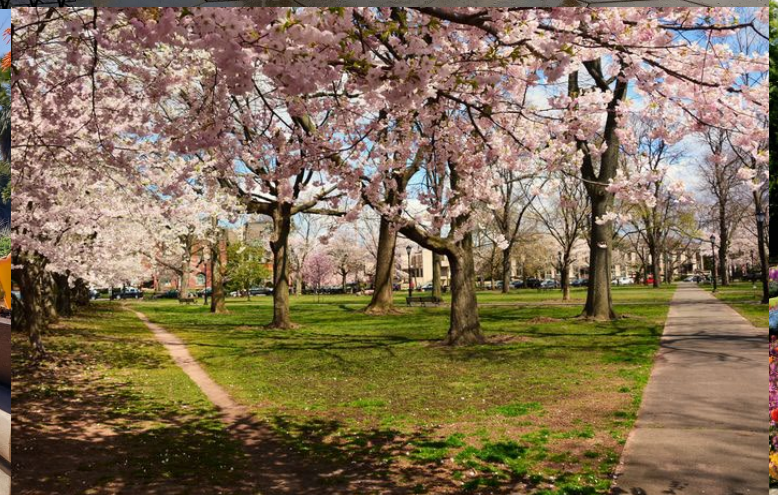
The only water feature (besides the Harpoth) downtown is the small fountain at Five Points. During warmer weather, families with young children play with provided rubber duckies in the fountain during the spring and fall. Carson Park should have a water feature, especially for the hot months.



This is the Fountain Garden at Powell Gardens, Kansas City's botanical garden. Kansas City is known as the "City of Fountains". This style of water feature would be excellent for the small park next to Franklin













FRANKLIN CITY HALL

SCHEMATIC DESIGN

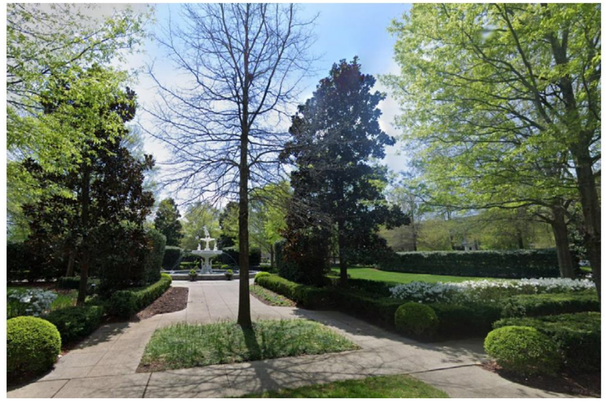
CONCEPT CONTEXT

06/10/2024

WESTHAVEN FOUNTAIN PARK



AREA: 1.2 AC



PEDESTRIAN CIRCULATION



PEDESTRIAN CIRCULATION



OPEN LAWN



SHADE TREES



FOCAL POINTS



CONTEXT MAP

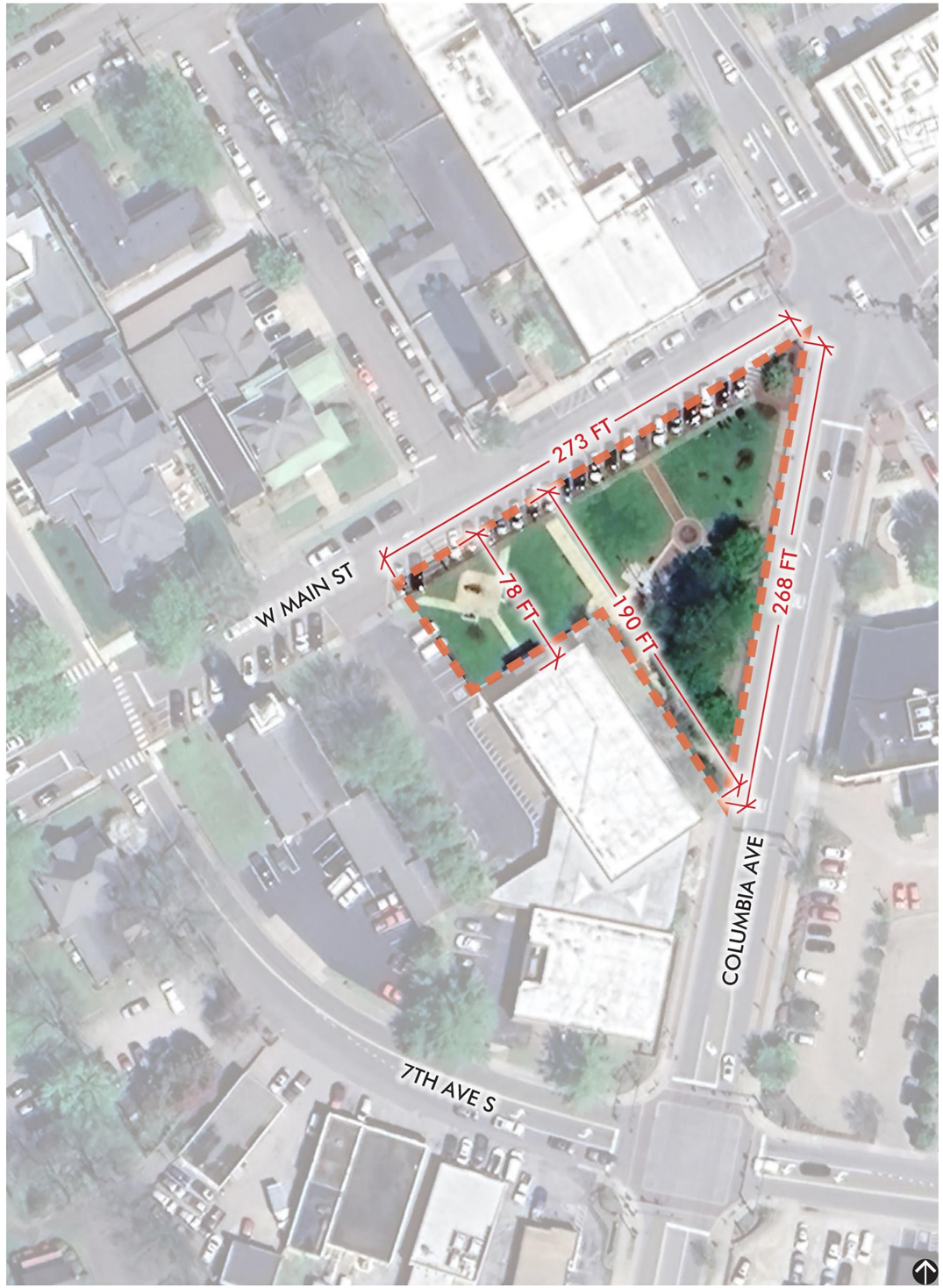
FRANKLIN CITY HALL

SCHEMATIC DESIGN

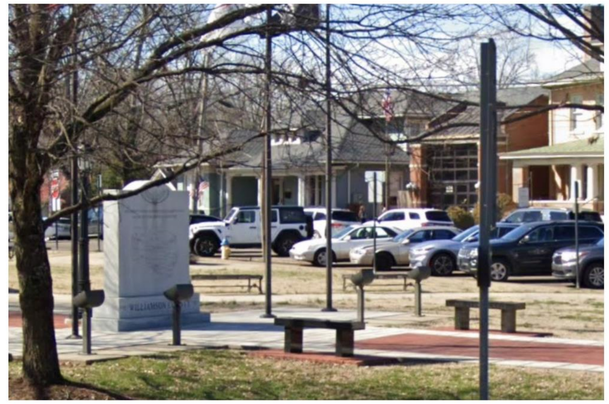
PRECEDENT COMPARISONS

06/10/2024

5TH AVE & MAIN STREET



AREA: 0.6 AC



SEATING ELEMENTS



LOW VERTICAL EDGES + LIGHTING



SHADE TREES



PEDESTRIAN CIRCULATION



FOCAL POINTS



CONTEXT MAP

FRANKLIN CITY HALL

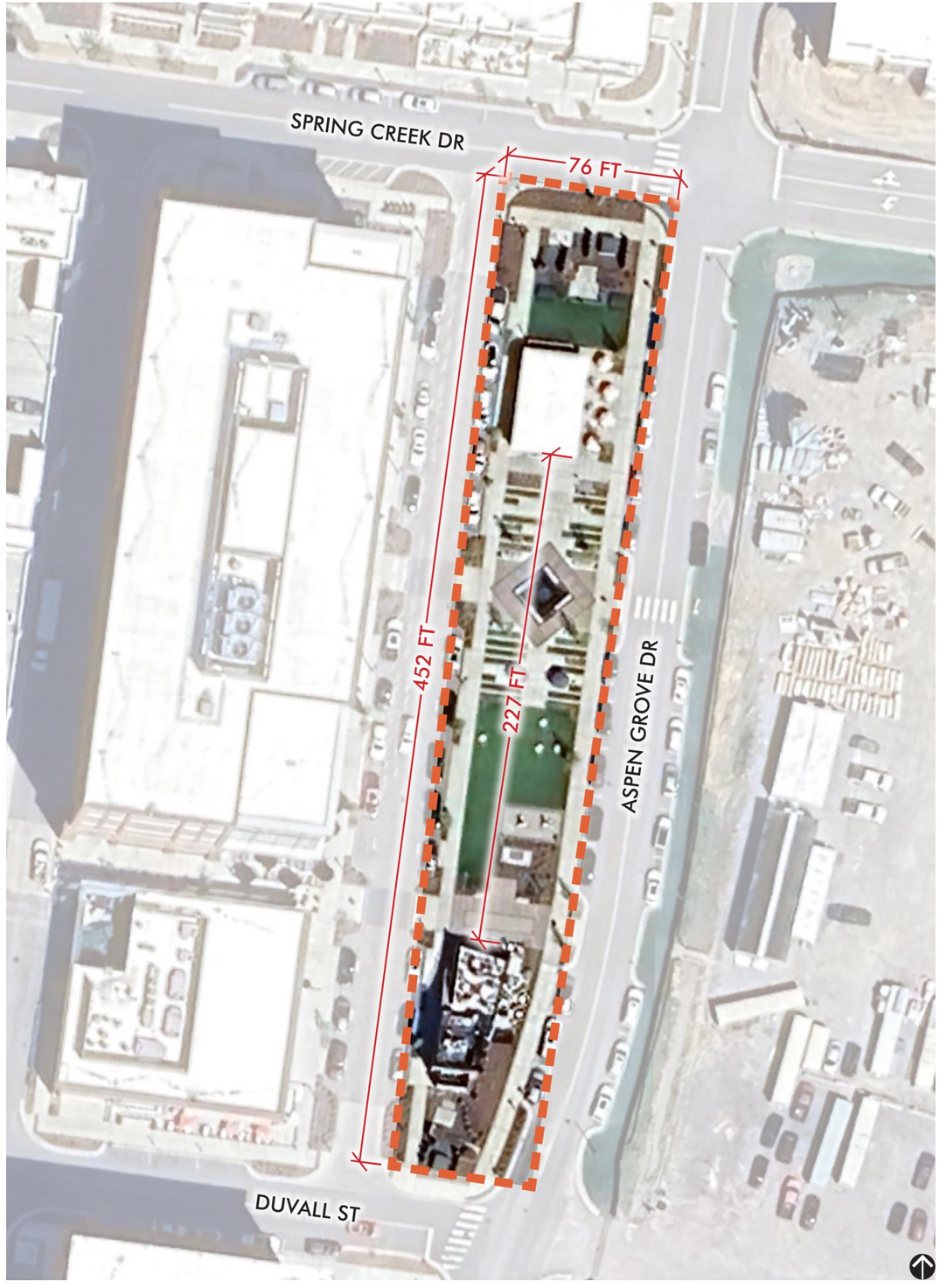
SCHEMATIC DESIGN

PRECEDENT COMPARISONS

06/10/2024

KV+D KISER VOGRIN DESIGN | OHM | STUDIO EIGHT DESIGN

McEWEN NORTHSIDE PLAZA



AREA: 0.83 AC



SEATING ELEMENTS



SEATING ELEMENTS



FOCAL POINTS



REMOVABLE ELEMENTS



LANDSCAPE + LIGHTING



CONTEXT MAP

FRANKLIN CITY HALL

SCHEMATIC DESIGN
PRECEDENT COMPARISONS
06/10/2024

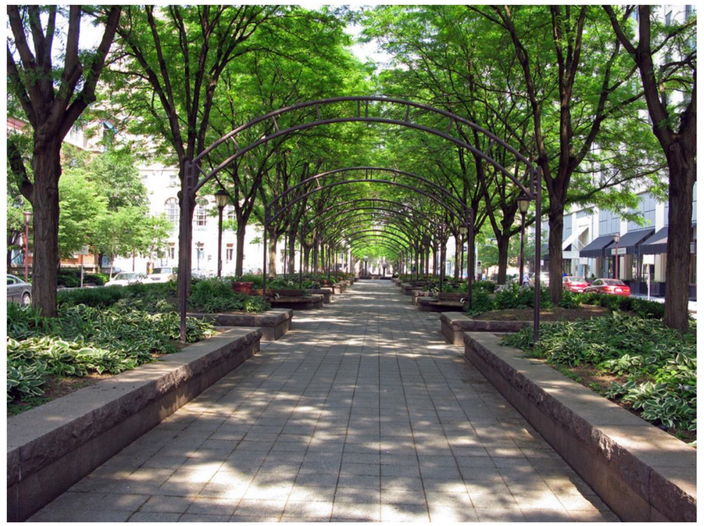
KV+D KISER VOGRIN DESIGN | OHM | STUDIO EIGHT DESIGN



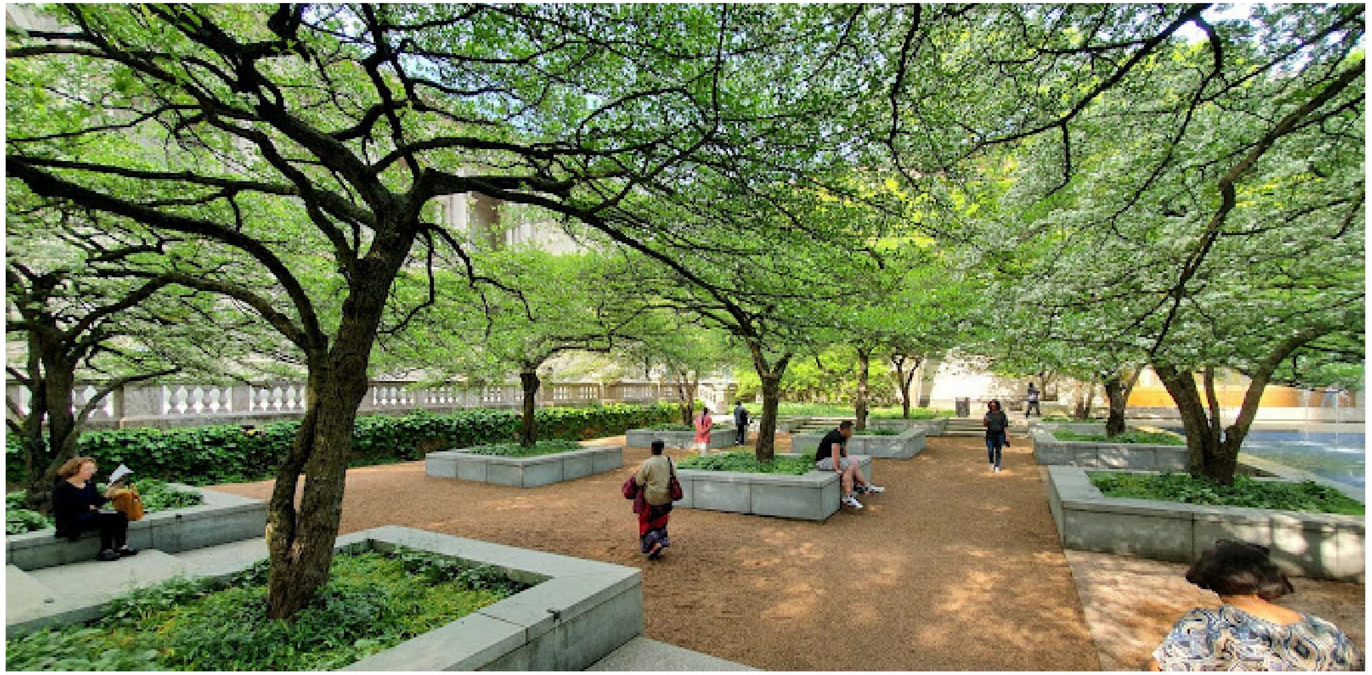








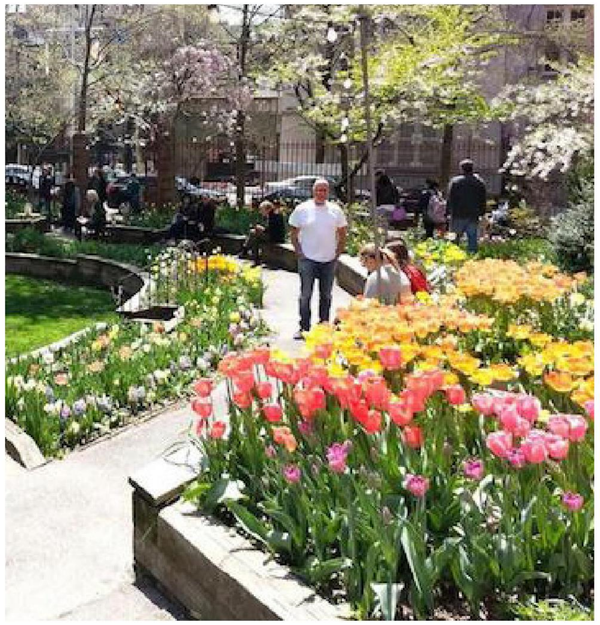












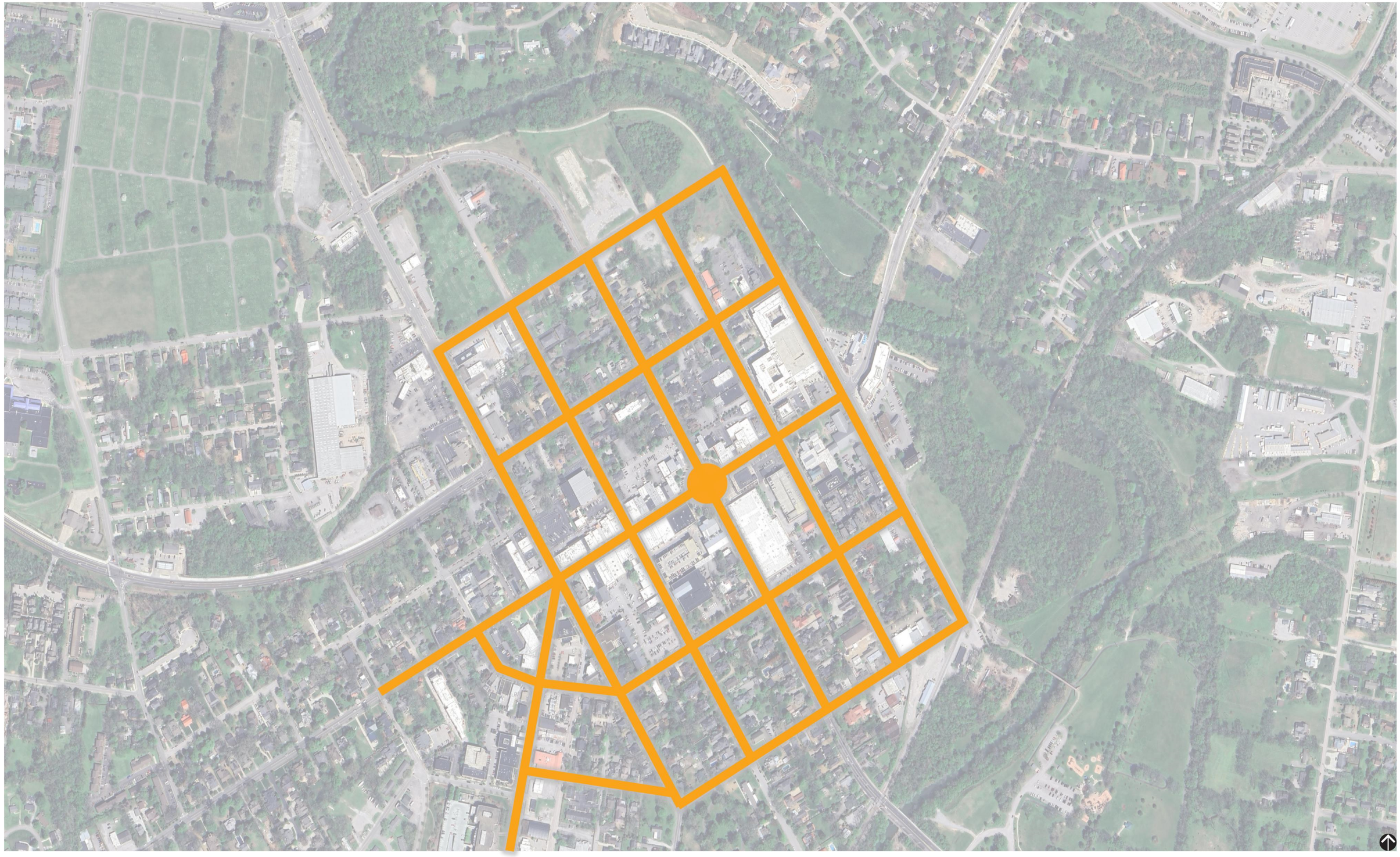


FRANKLIN CITY HALL

SCHEMATIC DESIGN

EXISTING AERIAL

06/10/2024



FRANKLIN CITY HALL

SCHEMATIC DESIGN

CONCEPT DIAGRAM

06/10/2024

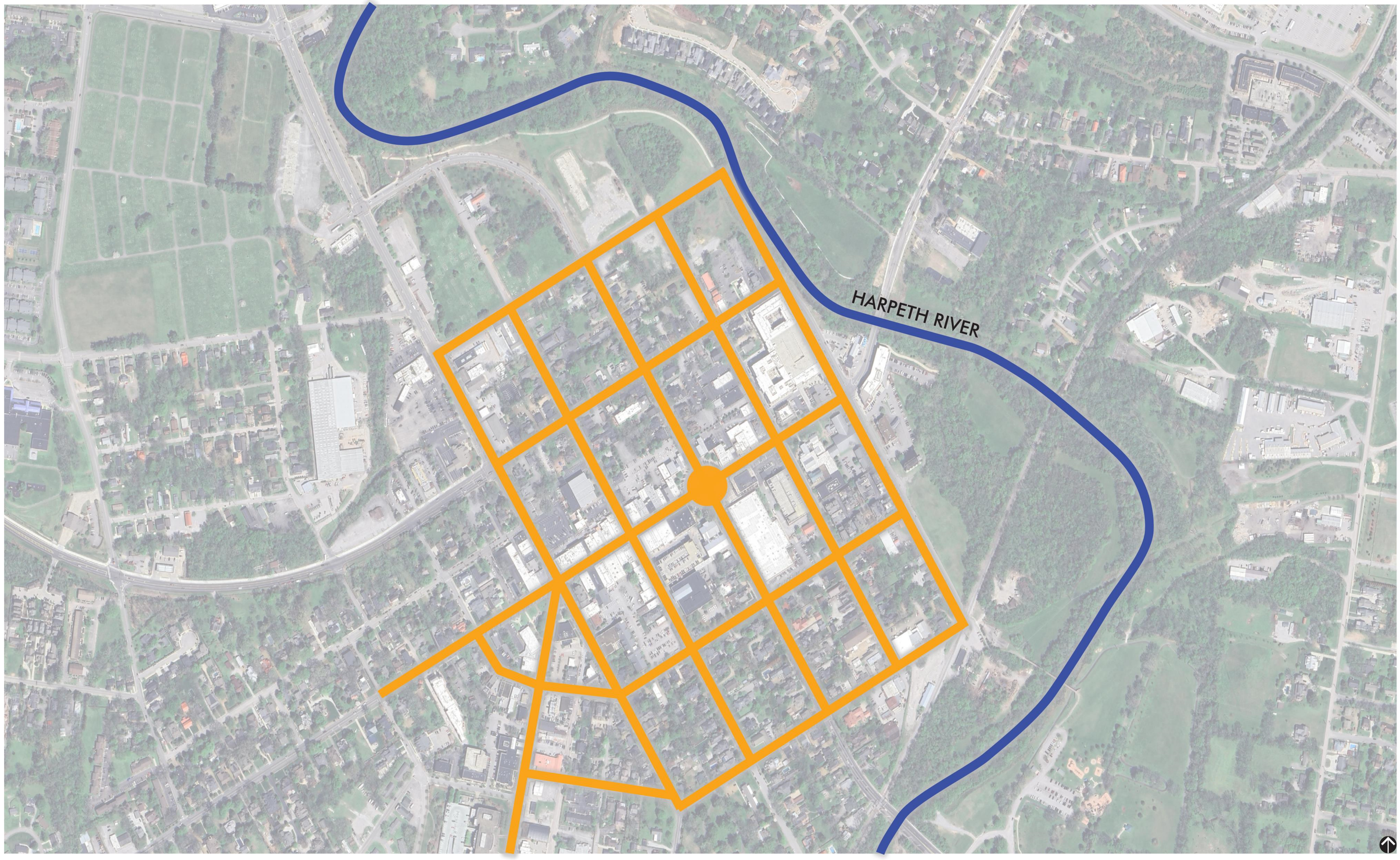


FRANKLIN CITY HALL

SCHEMATIC DESIGN

CONCEPT DIAGRAM

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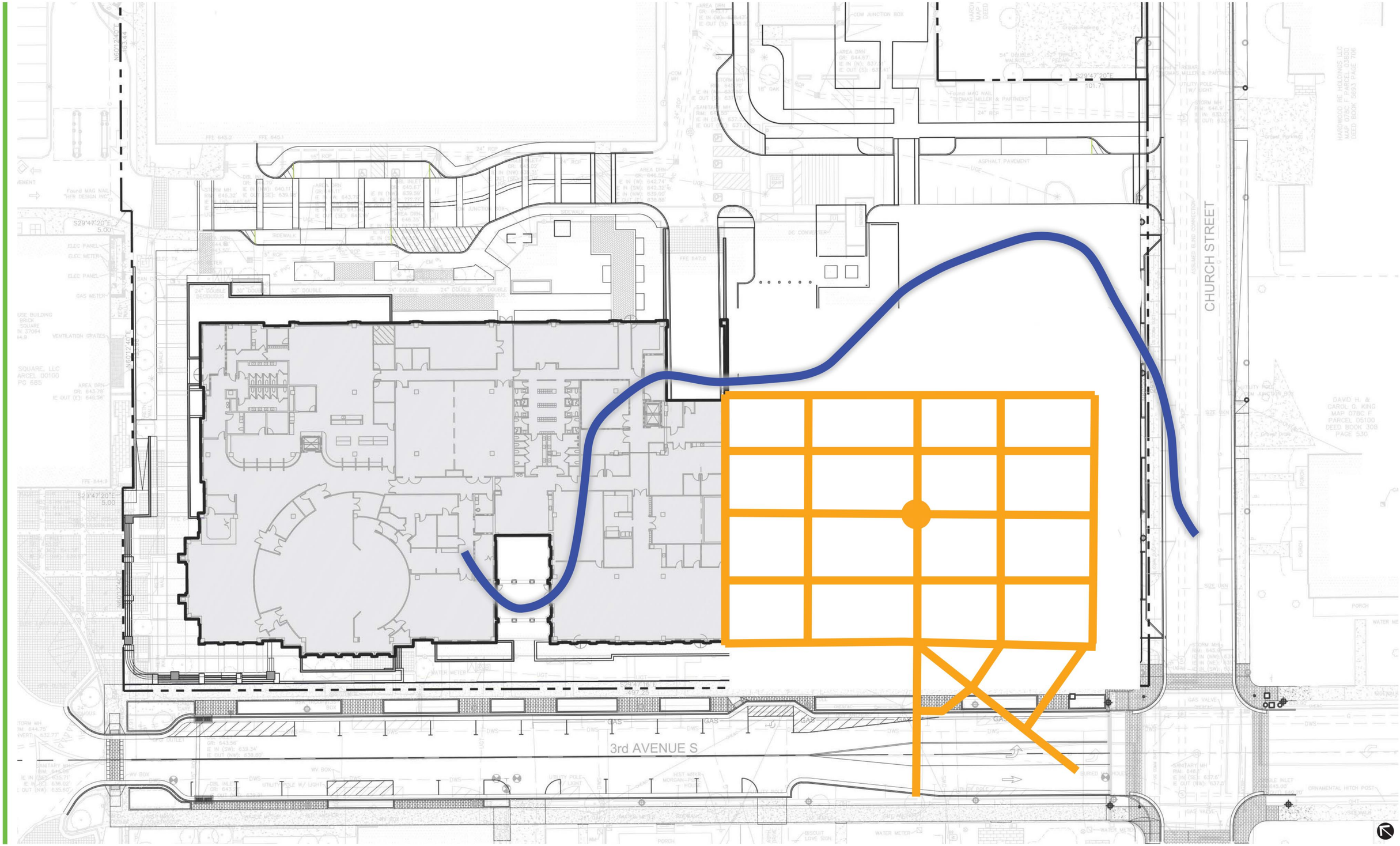


FRANKLIN CITY HALL

SCHEMATIC DESIGN

CONCEPT DIAGRAM

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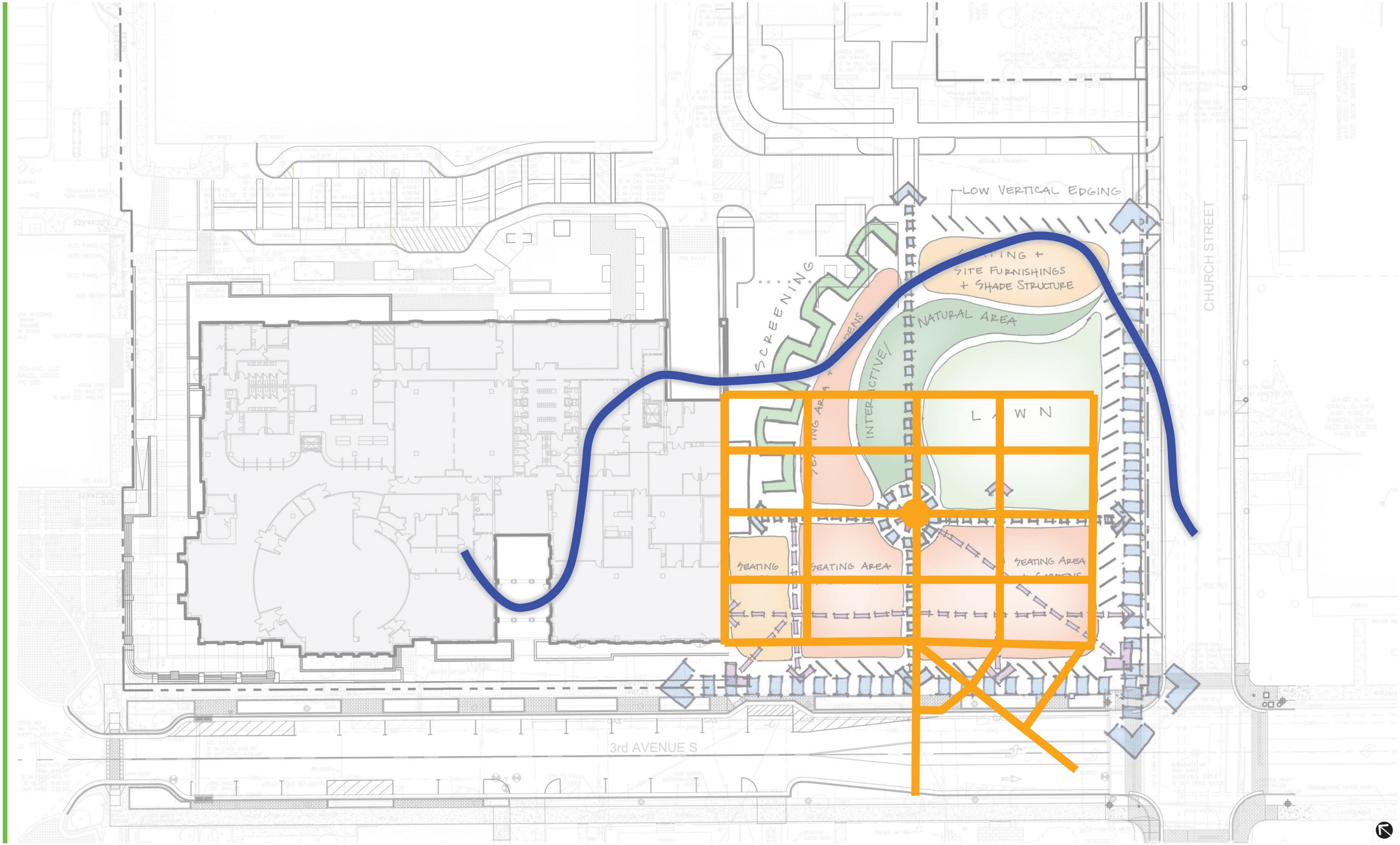


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CONCEPT DIAGRAM

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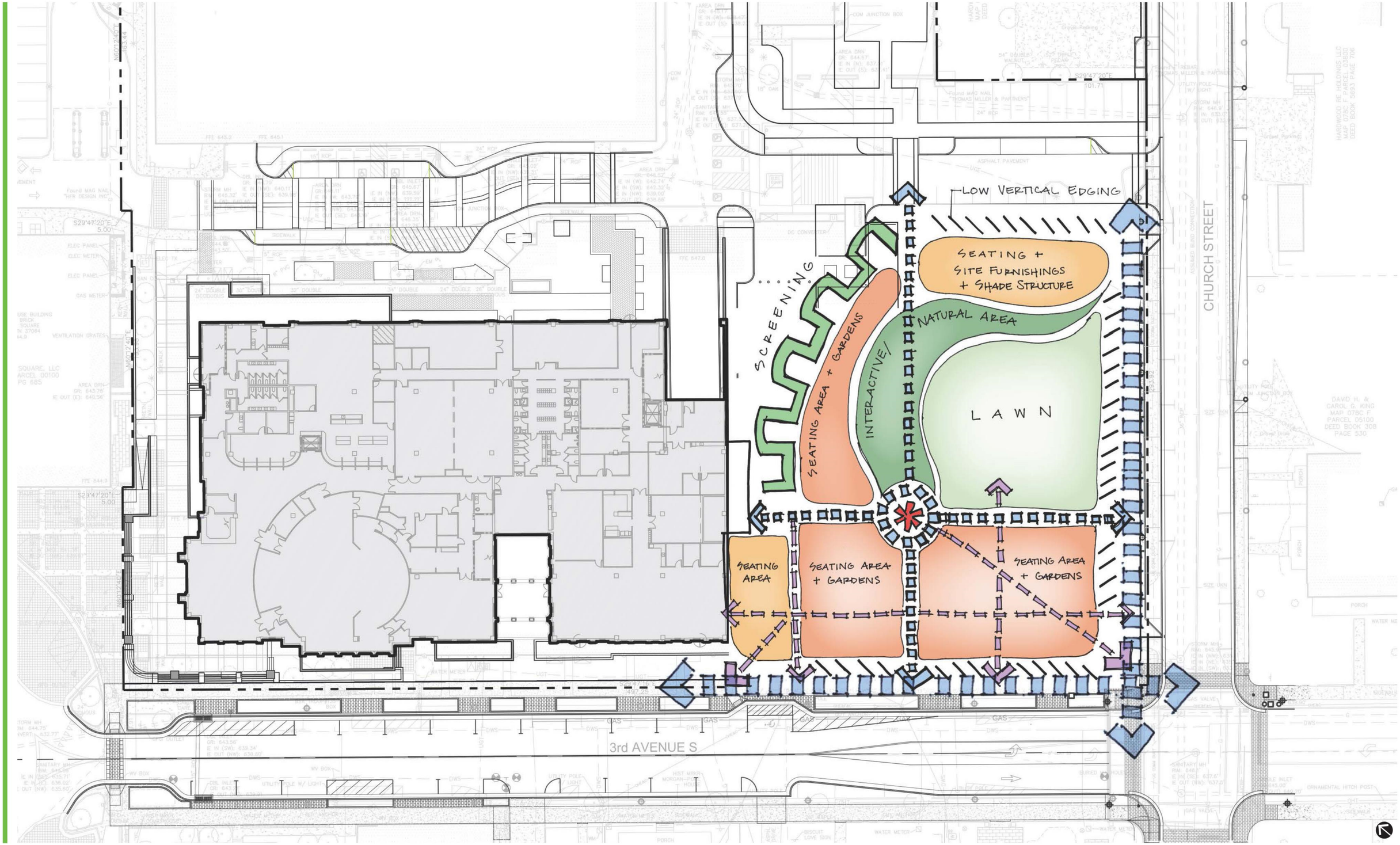


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SCHEMATIC DESIGN

CONCEPT DIAGRAM

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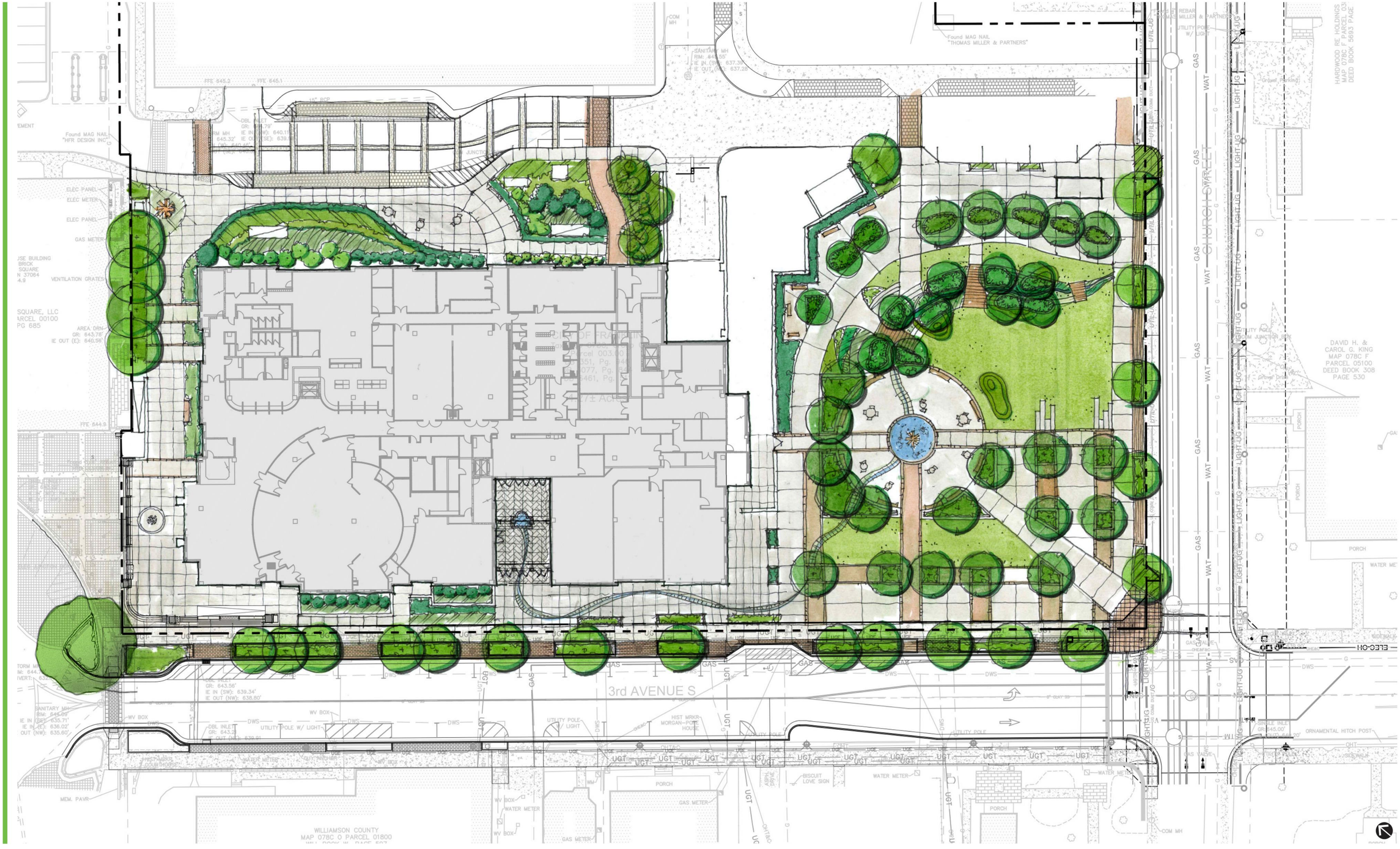


FRANKLIN CITY HALL

SCHEMATIC DESIGN

CONCEPT DIAGRAM

06/10/2024



FRANKLIN CITY HALL

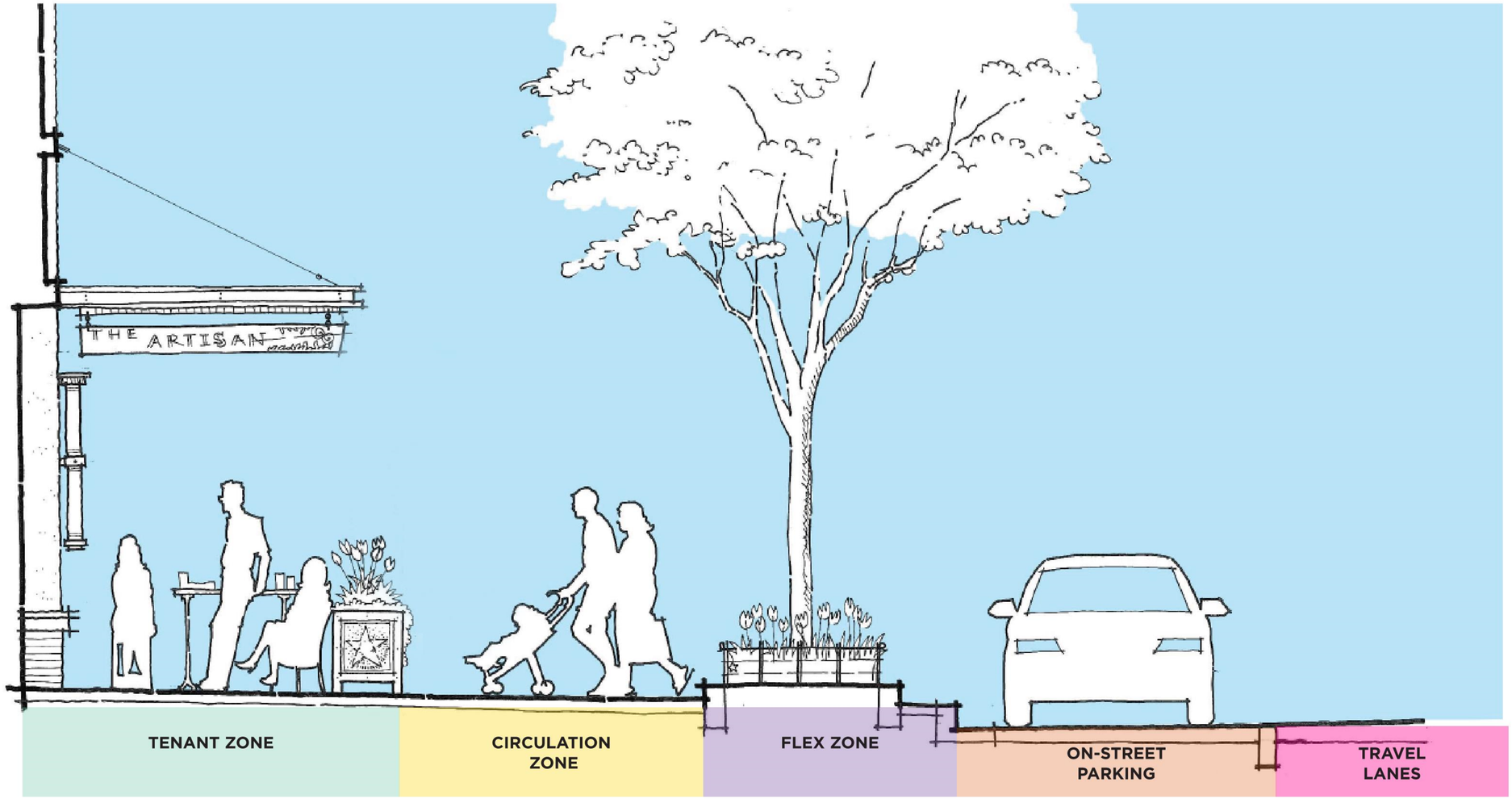
SCHEMATIC DESIGN

OVERALL CONCEPT

06/10/2024

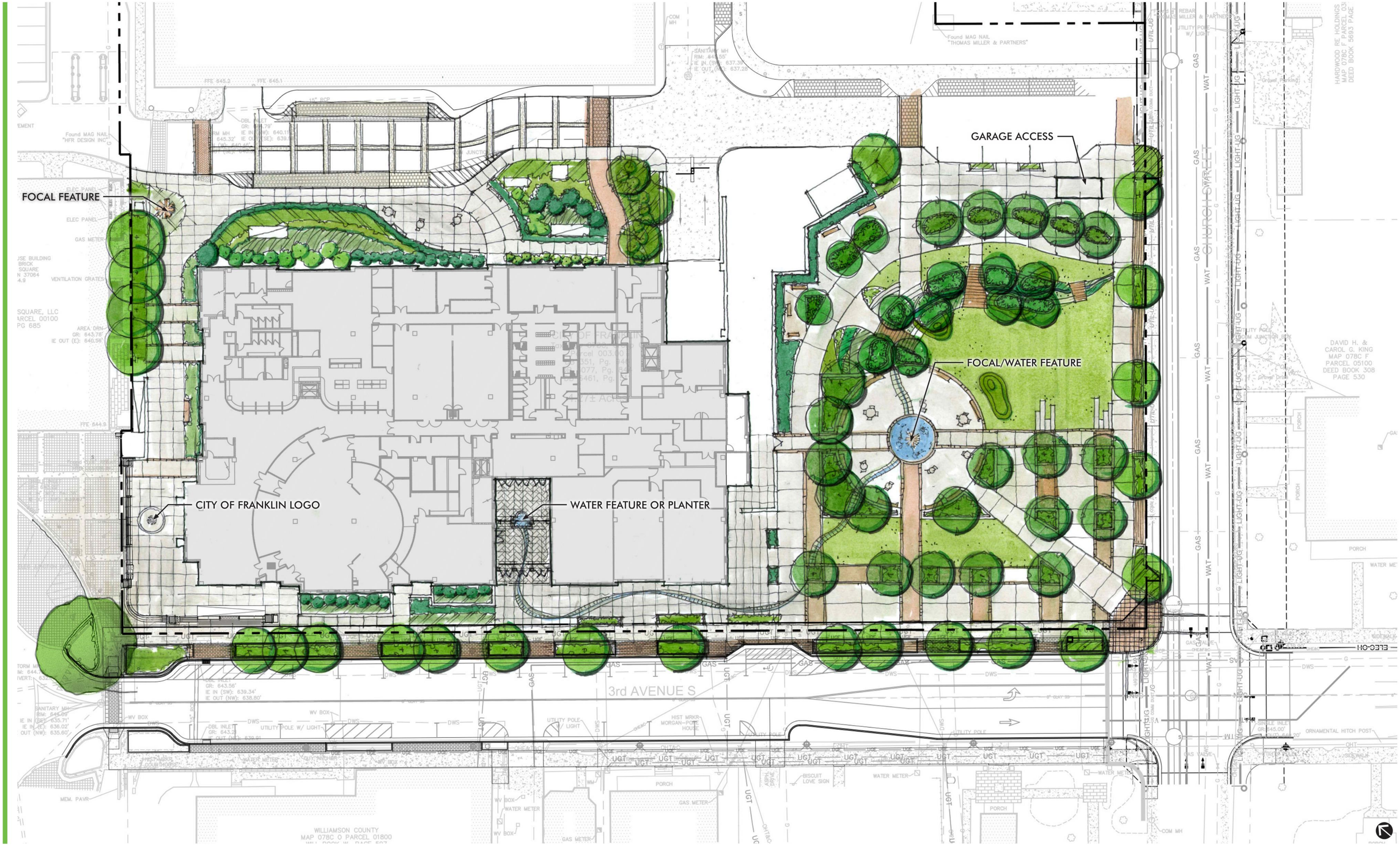
STREETSCAPE DESIGN

- **Key Zones:**
  - Travel lanes
  - On-Street Parking
  - Flex Zone
  - Circulation Zone
  - Tenant Zone









FRANKLIN CITY HALL

SCHEMATIC DESIGN

OVERALL CONCEPT

06/10/2024

Subject: Proposal to Increase City Council Pay: Empowering Younger Candidates with Families and Full-Time Jobs

Dear Esteemed City Council Members,

As we continue to serve our vibrant and rapidly growing city of 86,000 residents, it's imperative that we reflect on ways to ensure effective governance and representation. I am advocating for an increase in Alderman and Mayor monthly pay for the board of Mayor and Aldermen, with a particular reason to focus on empowering those how are coming after us as well as younger candidates who juggle family responsibilities and full-time employment.

Here are compelling reasons why such an increase is not only warranted but crucial for the continued success of our city:

1. **Attracting Diverse Talent**: Our city boasts highly talented citizens and it's essential that our city council reflects the diversity those individuals and the skill-sets they can offer to our city. By offering compensation that contributes somewhat more towards all the responsibilities we must cover we can attract a wider range of candidates, especially those who may currently be deterred by the investment of time, study, and the financial strain of serving in public office alongside their existing family, job, and community commitments.
2. **Ensuring Representation for Working Families**: Many of our residents are young professionals with families and demanding careers. By increasing the compensation, we send a clear message that our community values and supports individuals from all walks of life, including those who may not have the financial flexibility to cover sitters (at $15 and $20 per hour), attending community meeting, events, seminars and just juggling their family and career lives.
3. **Encouraging Civic Engagement**: A increased compensation can incentivize more individuals, particularly younger demographics, to engage in local public service and consider running for the Board of Mayor and Aldermen. This infusion of fresh perspectives and energy is essential for keeping our governance dynamic and responsive to the evolving needs of our community.
4. **Balancing Commitments**: Serving on the Board of Mayor and Aldermen is a significant responsibility that often requires time away from family and work obligations. Increasing compensation can assist in alleviating the financial burden associated with this important commitment, enabling BOMA members to strike a better balance between their civic duties and personal and professional lives.

5. **Investment in Effective Governance**: Ultimately, investing in fair compensation for Board of Mayor and Aldermen members is an investment in the effectiveness and integrity of our governance and can help attract and retain dedicated individuals who are representative of our community.

   In conclusion, raising the monthly compensation for city council members is not just about fair compensation—it's about fostering inclusivity, promoting civic engagement, and ensuring effective governance for the benefit of all residents. I urge my fellow Aldermen to consider this proposal seriously and to join me in taking this important step towards a future vibrant and representative Board of Mayor and Aldermen.

Let's remember:

1. No one takes on this position / job as a working income or expects anything close to a sustainable income. That is not why any of us do this job or the public servants to come after us. I have never met any Alderman who ran for office because they thought a monthly compensation was a paying job they were applying for.

2. People should not be penalized for wanting to serve or be disincentivized because of the demands on time and finances.

3. Let's not overlook the non-visible things, working through the issues, studying massive amounts of material at times, attending seminars, community meetings, and dealing with explosive growth and all the challenges that brings to our city and board.

4. BOMA members are not just board members, they are members of an executive board the take on critical responsibilities for our city.

5. Look at the growth over the last 10 year and the work load the complexities of the issues (sewer treatment plant, drinking water plant, impact fees, growth, sewer basins challenges, long term planning, financial planning for a fast-growing community, the list goes on).

6. Aldermen and the Mayor in reality, don't have a day off a they serve 365 days a year. Yes, one of us even got a call on Christmas day. So, the Aldermen and Mayor are on the clock.

7. Just one metric for the increase growth and increased activity is look at the number of increased numbers of employees that work for the city, the increases in pay for staff and especially the increase in pay for administration over the last 15 years. In a weak Mayor system, the actual decision-making via votes on important issue primarily rest on the shoulders of the Aldermen. It is their responsivity to become extremely well informed on each decision, thus adding more to the workload of the current board and to those to come. The workload of our mayor has increase just as well and his ambassadorship for a nationally and internationally recognized city is very demanding here locally and at the state level and beyond.

Currently Compensation for:
Aldermen $1000 per month /per year $12,000
Mayor: $2,000 per month / per year $24,000

Proposed:
|Aldermen $2,250 per month/ per year $27,000
Mayor: $4,000 per month / Per year $48,000

Thank you for your attention to this needed matter.

Elected Official Pay Data

Alcoa	Mayor – $350 per month ($4,200/yr) Commissioners – $275 per month ($3,300/yr(No additional pay. Elected officials do not receive benefits.
Bartlett	Mayor – $105,000/yr Board Members – $12,000/yr Mayor is full-time and receives $500/month stipend for personal use vehicle. No additional pay. Defined Pension Plan if elected before 7/1/14. City's Defined Pension Benefit 401 Plan if elected after 7/1/14. Can participate in health, vision, and disability plans like city employees.
Brentwood	Mayor – $1000 per month ($12,000/yr) Commissioners – $950 per month ($11,400/yr) No additional pay. Both receive Health and Life Insurance benefits only.
Bristol	Mayor – $8,077.60/yr Council Member – $8,077.60/yr No additional pay. Elected officials are eligible for all the same benefits as full-time employees except for Life Insurance or Short Term Disability.
Chattanooga	Mayor – $192,237.53/yr (calculated) Council Member – 15% of Mayoral Salary ($28,835.63/yr) Council Chair – $33,835.63/yr (additional $5,000 from Council Member) Council Vice Chair – $31,335.63/yr (additional $2,500 from Council Member) No additional pay. Each Council Member is allotted $6,000 for District-specific expenses (reimbursement) Elected Officials are eligible to receive all city employee benefits, except for longevity bonuses.
Collierville	Mayor – $35,000/yr Vice-Mayor – $15,000/yr Aldermen – $12,000/yr No additional pay. Found salary based on charter (resolution amendments) Increase by $2,000 for Mayor and $1,000 for Aldermen in 4 year increments.*

	Board members receive health and life insurance benefits.
Columbia	Mayor – $346.15 every two weeks ($9,000/yr) Vice-Mayor – $279.96 every two weeks ($7,278.96/yr) Council – $230.77 every two weeks ($6,000/yr) No additional pay. All are offered medical and dental insurance like City employees.
Fairview	Mayor – $1,000 per month ($12,000/yr) Commissioners – $950 per month ($11,400/yr) No additional pay. Elected officials do not receive benefits.
Germantown	Mayor – $24,000/yr Aldermen – $12,000/yr The Mayor receives a vehicle allowance. All are eligible to be on the city's health care insurance.
Johnson City	Mayor – $150 per month ($1,800/yr) Commissioners – $100 per month ($1,200/yr) No additional pay. Elected Officials are eligible to participate in City insurance.
Kingsport	Mayor – $3,000/yr Aldermen – $2,400/yr No additional pay. No benefits.
Knoxville	Mayor – $162,500/yr Council – $24,000/yr No additional pay. Elected Officials are eligible for City benefits.
Maryville	Mayor – $50 per month ($600/yr) Council – $25 per month ($300/yr) Elected Officials do not receive any City-provided benefits.
Murfreesboro	Mayor – $12,000/yr Council – $11,400/yr Council Members receive a car allowance of $4,800/yr and a phone allowance of $1,800/yr.

	The Mayor receives a car allowance of $9,600/yr and a phone allowance of $1,800/yr. All are eligible for benefits like employees.
Nashville (found on General Pay Plan)	Mayor – $180,000/yr (change to $209,898/yr in September 2023) Vice-Mayor – $25,230/yr (change to $27,977/yr in September 2023) Council Member – $23,100/yr (change to $25,615/yr in September 2023)
Nolensville	Mayor – $425 per month ($5,100/yr) Vice-Mayor – $425 per month ($5,100/yr) Commissioners – $425 per month ($5,100/yr) No additional pay. Elected officials do not receive city-provided benefits.
Spring Hill	Mayor – $925 per month ($11,100/yr) Aldermen – $450 per month ($5,400/yr) Aldermen on the Planning Commission – $500 per month ($6,000/yr) No additional pay. All are eligible for benefits like employees, but is not eligible for medical opt-out pay.
Thompson's Station	Mayor – $10,000/yr Alderman – $5,000/yr No additional pay. Mayor can use a town paid-for cell phone for official business ($360/yr) No benefits aside from required training by the State.