



Meeting Agenda

Work Session

Tuesday, December 8, 2020

5:00 PM

Board Room

The Board of Mayor and Aldermen Work Session will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 988 2477 2540 Passcode: 814502 . Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video and make public comment. • The public may email comments and questions prior to 4:00 p.m. on the day of the meeting to recorder@franklinton.gov to be read aloud. • Live comments and those submitted by email will be limited to 2 minutes. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-250, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On December 8, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORKSESSION DISCUSSION ITEMS

2. Discussion Regarding The Conceptual Master Plan For Collins Farm And Consideration Of Entering Into A Lease Agreement With The National Society Of The Daughters Of The American Revolution.

Sponsors: Lisa Clayton

3. Consideration Of Resolution 2020-245, A Resolution Approving A Mural Entitled "Let Your Light Shine" On The Riley Family Salon Boutique And Special Events Facility Located at 919 Columbia Avenue. Establishing A Public Hearing For January 12, 2021.

Sponsors: Monique McCullough

4. *Consideration Of Resolution 2020-252, A Resolution Authorizing The City Administrator To Approve Agreements To Acquire Rights-Of-Way And/Or Easements For The East McEwen Drive Phase 4

Improvements Project (COF Project No. 2015-002) Without Prior Approval By The Board Of Mayor And Aldermen.

Sponsors: Paul Holzen, Jonathan Marston, Sarah Roop

5. Discussion Of Proposed Ordinance To Amend Title 21 Of The City Of Franklin Municipal Code To Create a New Chapter 7 Authorizing Incentives For The Construction Of Low- And Moderate-Income Housing Within The City Of Franklin, Tennessee.

Sponsors: Vernon Gerth, Tom Marsh, Kathleen Sauseda

6. Consideration Of Resolution 2020-249, A Resolution Declaring That The City Will Continue To Accept Community Development Block Grant Coronavirus (CDBG-CV) Funds From The Department Of Housing And Urban Development And That The City Will Expend Those Funds By Partnering With Local Agencies, In Addition To Those Agencies Named In Resolution 2020-91, To Reimburse Them For Expenses Incurred To Prevent, Prepare For, And Respond To The Coronavirus (COVID-19).

Sponsors: Tom Marsh, Kathleen Sauseda

7. Discussion Of Amendment 2 To COF Contract No. 2014-0305, An Interlocal Agreement With Marshall County, Tennessee Regarding Recycling Processing.

Sponsors: Mark Hilty, Jack Tucker

8. Consideration Of Resolution No. 2020-188, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Utility Bill Paper Printing, Mailing And Coordinated Electronic Presentment, Image Archival, Retrieval, E-Mailing And Related Services For The Revenue Management Division Of The Administration Department (Purchasing Office Procurement Solicitation No. 2021-009).

Sponsors: Kristine Brock, Jessica Davey

9. Proposed 2021 Calendar Of Board Of Mayor And Aldermen Meetings.

Sponsors: Eric Stuckey, Lanaii Benne

10. Discussion Of Process For Filling Vacant At-Large Alderman Seat.

Sponsors: Mayor Ken Moore

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.



File #: 20-01401

DATE: November 12, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-250, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On December 8, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-250.

RESOLUTION 2020-250

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON DECEMBER 08, 2020, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, on March 20, 2020, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34, Executive Order No. 51, Executive Order No. 60, and Executive Order No. 65 allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, No. 2020-13, No. 2020-14, No. 2020-15, No. 2020-16, and No. 2020-17 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the December 08, 2020, work session by electronic means.

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

The work session scheduled for December 08, 2020, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at

<https://www.franklintn.gov/Home/Components/Calendar/Event/10239/1092>

IT IS SO RESOLVED AND DONE on this 8th day of December, 2020.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form By:
Shauna R. Billingsley, City Attorney



File #: 20-01326

DATE: October 27, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Discussion Regarding The Conceptual Master Plan For Collins Farm And Consideration Of Entering Into A Lease Agreement With The National Society Of The Daughters Of The American Revolution.

PURPOSE:

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) to consider the conceptual master plan for Collins Farm and opportunity to enter into a lease agreement with The National Society Of The Daughters Of The American Revolution.

BACKGROUND/STAFF COMMENTS:

In 2019, the Old Glory Chapter of the Daughters of the American Revolution came before the Civil War Historical Commission proposing to enter into an agreement with the Parks Department for the restoration and use of Collins Farm. The Commission voted unanimously for the work to begin and requested the Parks Department establish a master plan in-house to outline the vision consistent with the existing conservation easement of the property. In 2020, the Parks Department and Old Glory Chapter worked together on a conceptual master plan which is attached. Collins Farm is a three-acre historical site near the Eastern Flank Battlefield Park and Carnton Plantation. The property is rich in history and the Old Glory Chapter approached the Parks Department with interest in restoring the property to functional use to include an office for the local chapter, meeting space, conduct historical period events for the general public and allowing all ages sharing Williamson Counties rich history dating from the Revolutionary War to the present times. The summary provides a guiding document all parties can agree upon and work towards establishing a lease agreement as a potential public-private partnership for many years to come.

FINANCIAL IMPACT:

The cost to design the conceptual plan was performed in-house between the Franklin Parks Department and the Old Glory Chapter.

RECOMMENDATION:

Staff recommends authorizing the City staff to develop a lease agreement with the National Society of the Daughters of the American Revolution, Old Glory Chapter and bring a lease agreement to the Board of Mayor and Alderman for consideration in 2021.

THIS INSTRUMENT WAS PREPARED BY:
Miranda R. Christy
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Pick Up

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is hereby quitclaimed on this 20th day of July, 2007 subject to the provisions herein contained, by **SAVE THE FRANKLIN BATTLEFIELD, INC.**, a Tennessee not-for-profit corporation ("**Grantor**") to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee not-for-profit corporation ("**Grantee**"), for the purpose of permanently conserving the open space character, educational value, wildlife habitat, and scenic qualities of the Property (as defined herein).

WITNESSETH:

Grantor is the sole owner in fee simple of certain real property described in Exhibit A, attached to and incorporated herein by this reference (the "**Property**").

The placement of a conservation easement on the Property will serve to preserve an historic site known as Collins Farm.

The Property includes a portion of the historic Civil War battlefield (the "**Battlefield**") relating to the November 30, 1864 Battle of Franklin (the "**Battle**"). Collins Farm was originally part of Carnton Plantation owned by John McGavock and is close to the Federal lines rushed by Confederate soldiers during the Battle. The steep embankment that forms the Property's western boundary significantly shaped the advances of the Confederate troops in their advance toward Federal lines and, as a result, the course of the Battle. Thus, the Property and Collins Farm are of great historical significance to the Franklin community.

The location of the Property and the Collins Farm site serves as an open space backdrop to Franklin's historic downtown area and the Property can be viewed by the public traveling on Lewisburg Avenue. The Property provides the general public with relief against the urban sprawl that is occurring in and around Williamson County, Tennessee, one of the fastest growing counties in the State of Tennessee. The Property is located in a growth area of the City of Franklin within several miles of access to Interstate 65 and within a five to ten minute drive of all residential services and local employment centers and is immediately adjacent to existing medium density residential subdivision developments.

The historic significance and scenic characteristics of the Property, its current use and state of improvement are described in a Present Conditions Report prepared by Grantee with the cooperation of Grantor and acknowledged by both to be complete and accurate as of the date of this Easement (the "**Report**"). The Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or condition.

Grantor has agreed to convey to Grantee a conservation easement in the Property for the purpose of assuring that under the perpetual stewardship of Grantee, the open space character,

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educational value, historic significance and scenic values of the Property will be conserved and maintained permanently and that the uses of the Property that are inconsistent with these conservation purposes will be prevented or corrected.

The granting of this Easement will also serve the following "conservation purposes" as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**");

-- The preservation of Collins Farm as an historic site;

-- The preservation of the Property for passive outdoors recreation and the education of the general public. The Property is adjacent to property with similar historical significance that is being preserved for the welfare of the citizens of Tennessee. The Grantor's intention is that the Property will be conveyed to the City of Franklin and designated as a public park and thereafter open to the general public for education and passive recreation. The Grantor intends the Property to collectively serve as an "outdoor museum" with identification plaques for the education of the general public; and

-- The preservation of open space for scenic enjoyment of the general public from Lewisburg Avenue.

The preservation of open space and conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation and preservation policies:

-- The Agricultural, Forest and Open Space Land Act of 1976 as set forth in Tennessee Code Annotated § 67-5-1001, et seq., which states in § 67-5-1002 that "The general assembly finds that: . . . (1) The existence of much agricultural, forest and open space land is threatened by pressure from urbanization, scattered residential and commercial development, and the system of property taxation. . . ; (2) The preservation of open space in or near urban areas contributes to: (A) The use, enjoyment and economic value of surrounding residential, commercial, industrial or public use lands; (B) The conservation of natural resources, water, air, and wildlife; (C) The planning and preservation of land in an open condition for the general welfare; (D) A relief from the monotony of continued urban sprawl; and (E) An opportunity for the study and enjoyment of natural areas by urban and suburban residents who might not otherwise have access to such amenities;" and

-- The Conservation Easement Act of 1981, Tennessee Code Annotated § 66-9-301, et seq., which permits the creation of conservation easements.

The open space character, educational value, scenic views and historical significance of the Property are collectively referred to herein as the "**Conservation Values**" of the Property.

The Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to the Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

Grantee is a tax-exempt nonprofit organization and a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, agricultural, forested and/or open space

condition, and Grantee accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes permanently.

Grantor and Grantee intend to create with this Easement a "qualified conservation contribution" as defined in § 170(h) of the Code and a "qualified conservation easement" as defined in § 2031(c) of the Code.

Grantor owns the entire fee simple interest in the Property, including the entire mineral estate.

NOW, THEREFORE, for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property permanently predominantly in its scenic and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

1. Purpose

It is the purpose of this Easement to assure that, except for uses consistent with those of a passive park open to members of the general public, the Property will be conserved and retained permanently predominantly in its natural, scenic, and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will generally confine, except as otherwise specifically permitted herein, the use of the Property to such activities, including passive recreational uses, as are not inconsistent with the purpose and terms of this Easement.

2. Implementation

This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions as provided throughout. No permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property except as specifically provided herein.

3. Definitions

As used in this Conservation Easement, the terms "Grantor" includes the original Grantor, its successors and assigns, all future owners of any legal or equitable interest in all or any portions of the Property, and any party entitled to the possession or use of all or any part thereof; and the term "Grantee" includes the original Grantee and its successors and assigns.

4. Prohibited Acts

Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein. Grantor also authorizes Grantee to enforce this Easement and the

restrictions and obligations set forth herein in the manner described below. However, unless otherwise specified herein, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which they had no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

5. Construction, Maintenance and Repair of Buildings, Structures and Other Improvements.

(a) General Restriction. The construction of any building, structure or other improvement on the Property, except those existing on the date of this Easement and those permitted by this Section 5, are prohibited. Provided that there is no significant material adverse effect on or impact to the Conservation Values, the following structures are permitted with the advance review and written approval of Grantee:

(i) Permitted Structures - The following structures are permitted on the property:

(A) The 1867 Farmhouse (the "Farmhouse"). Grantor may maintain, improve, repair and replace the Farmhouse subject to the following conditions:

(1) Grantor may not expand the existing Farmhouse, which is 1,344 square feet with a 1,184 square foot detached wing.

(2) Grantor may demolish the 1,184 square foot detached wing

(ii) Accessory Structures - Grantor may maintain, improve, repair and replace but not enlarge the log building on the Property which consists of 240 square feet.

(iii) Additional Structures - Grantor reserves the right to construct a viewing pavilion (the "Pavilion") on the Property for the educational and historical use of the Property, provided that, Grantor obtains Grantee's prior written consent to the construction of the Pavilion. Grantor reserves the right to construct a well house (the "Well House") over the existing well and well curb located on the Property; provided that, Grantor obtains Grantee's prior written consent to the construction of the Well House.

(iv) Recreational Structures - A limited number of shelters for individual picnic tables, park benches, and other similar improvements in support of passive recreational structures may be built on the Property. The number of such improvements shall be limited consistent with the purposes of the Property.

(v) Fences - New fences may be built on the Property for purposes of reasonable and customary management of the passive recreational uses, without any further permission of Grantee, provided that such fences shall be compatible in design with the historic nature of the Property.

(vi) Signage – No billboard or advertising material or other sign structure shall be erected or placed on the Property, provided, however, that limited and appropriate educational plaques describing the historic significance of the Property and small signs describing plants, trees or animals to be found on the Property may be placed on the Property. A sign designating the Property as a park and describing the trails to be found on the Property may be located on the Entrance Area, as hereinafter defined.

(vii) Trails – Trails to be used solely for enhancing the exposure of the Property to the public in its historic and scenic condition may be established on the Property. Trail surfaces may not be paved or composed of impervious surfaces.

(viii) Paving, Road Construction and Parking Area – No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or other impervious paving material. Subject to obtaining Grantee's prior written consent, a parking area not to exceed 0.5 acres in size (the "Entrance Area") may be established on the northeast corner of the Property for use by the general public, provided that (1) Grantor shall exercise reasonable oversight to prevent parking outside the Entrance Area and (2) the Entrance Area shall not be paved or composed of impervious surfaces. Grantor may construct gates or other improvements on the Entrance Area necessary to control access to the Property.

(b) Grantee's Permission – If the consent of Grantee is required for the construction of any structure or improvement on the Property, Grantor shall notify Grantee of such proposed construction and provide a plan and description of the structures or improvements to be constructed, along with their location; whereupon Grantee shall determine if such proposed construction complies with the terms of this Easement and if it does, it shall give its written consent thereto. Grantor shall not begin construction without the prior written consent of Grantee, which consent shall not be unreasonably withheld by Grantee if the construction complies with the terms and intent of this Easement. Grantee shall grant permission or approval to the Grantor only where the Grantee reasonably determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder. Grantee shall have thirty (30) days to respond after it receives all required documentation for the proposed construction, and if it fails to respond to Grantor within such time period, its consent to the proposed construction shall be deemed to have been granted.

6. Right to Use Property for Agricultural Production - Grantor retains the right to use the Property for limited crop production, to the extent reasonably necessary to illustrate the use of the Property at the time of the Civil War. Any such pasturing and production shall be in accordance with applicable law and consistent with the purposes and preservation of the Conservation Values of the Property. As used herein, "crop production" shall mean the growing of crops grown on the Property or in the community surrounding the Property at the time of the Battle, including, without limitation:

(a) field crops, including, without limitation, corn, wheat, oats, rye, barley, hay, potatoes, cotton, tobacco, herbs and dry beans; and

(b) vegetables, including, without limitation, lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans.

All agricultural operations on the Property shall be conducted in accordance with good practices for soil and water conservation, pest management, nutrient management and habitat protection. Such agricultural operations shall be also conducted in accordance with all applicable laws and consistent with "Best Management Practices," as those practices may be identified from time to time by appropriate government or educational institutions for general application in the area in which the Property is located. All agricultural operations of the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Dept. of Agriculture, Natural Resources Conservation Service, or their successors, or by a qualified conservation professional approved by Grantee. Such conservation plan shall be updated (a) from time-to-time as may be necessary to preserve the Conservation Values of the Property; (b) at any time the basic agricultural operations on the Property materially change; and/or (c) at any time the ownership of the Property changes.

7. Subdivision

The subdivision of the Property is expressly prohibited.

8. Development Rights

Except as specifically reserved or permitted in this Easement, Grantor hereby grants, remises, releases and forever quitclaims to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described.

9. Tree Cutting

Notwithstanding the other provisions of this Easement, no use of the Property shall require the clearing of any more trees than are necessary for the reasonable construction of permitted structures or to enhance passive recreational uses. Trees may be cut to control insects and disease, to prevent personal injury and property damage, and as otherwise permitted herein. Any commercial timber growing and harvesting on the Property shall be prohibited. Trees may be removed to control or prevent fire. Non-native trees may be removed if non-native trees obscure and distract from the historic view of the Property.

10. Mining

The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited

11. Recreational and Educational Purposes

Grantor retains the right to use the Property for lawful passive recreational uses, including, but not limited to, hiking, picnicking, nature study, and bird watching. Active uses, including without limitation ball fields, recreation centers, playground equipment and other uses associated with urban parks, are prohibited.

12. Driveways

Driveways may hereafter be constructed on the Property where needed to provide access to permitted structures consistent with the use of the Property as a public park. No driveway hereafter constructed on the Property shall materially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. These driveways may not be paved or be made of impervious surfaces.

13. Trash

Grantor shall exercise all reasonable and diligent actions, including without limitation regularly scheduled trash collection and removal, required for the prevention of and removal of accumulated trash, discarded food and other refuse.

14. Rights Retained by Grantor

As owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement or granted to Grantee hereunder. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to lease or to sell or otherwise transfer the Property to anyone they choose, in accordance with terms of this Easement.

15. Responsibilities of Grantor and Grantee Not Affected

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes - Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance - Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law or this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property. Without limiting the foregoing, Grantor acknowledges and agrees that the Property has very fragile soil conditions. The Property shall be maintained in a first quality manner and in accordance with best management and conservation practices. All plantings on, and soil, water, flora and fauna management of, the Property shall be conducted in accordance with a conservation plan developed in collaboration by the Grantor and Grantee that addresses soil and water conservation, pest management, nutrient management, promotion of natural plantings and habitat protection. Grantor and Grantee shall update the plan periodically as necessary.

16. Enforcement

Grantee shall have the right to prevent and correct violations of the terms of this Easement. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement. If at any

time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee shall give Grantor written notice of the violation and thirty (30) days to correct it, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In addition to injunctive remedies, the Grantee shall have the right to seek the following remedies against the Grantor or any other person legally responsible in the event that a court finds that a violation of this Easement exists or has occurred: (a) monetary damages, including damages for the loss of the Conservation Values protected by the Easement; (b) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures; and (c) any other remedies available at law or in equity.

If Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee may pursue its remedies under this Section 16 without prior notice to Grantor or without waiting for the period provided for the cure to expire.

Waiver of any violation or breach of this Easement shall not operate as a waiver of any future or continuing violation or breach. Failure to enforce any term or provision of this Easement shall not operate thereafter as a waiver of such term or provision.

17. Transfer of Easement

If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 17, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

Upon such transfer pursuant to this Section 17, all records, plans and documents with respect to the conservation easement and the Property in Grantee's possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

18. Transfer of Property

Any time the Property itself, any part thereof, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing, thirty (30) days prior to such transfer, and the document of conveyance shall expressly refer to this Easement. The failure of the Grantor to so notify the Grantee shall not impair the Grantor's right to transfer the Property.

19. Effectiveness of Easement; Amendments

This Easement shall be enforceable against third parties from and after the time it is recorded with the Register's Office of Williamson County, Tennessee. This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes as stated hereinabove and shall comply with § 170(h) of the Code. Additionally, any such amendment shall be effective as to third parties from and after the time that such amendment is recorded with the Register's Office of Williamson County, Tennessee.

20. Termination of Easement

The parties hereto stipulate and agree that this Easement is a real property interest which immediately vests in Grantee, and which Grantor and Grantee stipulate to have a fair market value that shall be determined by multiplying the fair market value of the Property unencumbered by the Easement, by a ratio of the value of the easement as of the date hereof to the value of the Property as of the date hereof without deduction for the value of the Easement. The ratio of the value of the Easement to the value of the Property unencumbered by this easement shall remain constant and shall be used in determining what amount of proceeds Grantee shall receive should this Easement be terminated or extinguished for any reason. If condemnation of a part of the Property or of the entire Property by a public authority renders it impossible to fulfill any of these conservation purposes, as determined by Grantee, in the exercise of its discretion, the Easement may be terminated through condemnation proceedings. If the Easement is terminated and the Property is sold or taken for public use, then, as required by § 1.170A-14(g)(6) of the Treasury Regulations, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the fair market value of the Easement to the fair market value of the Property unencumbered by the Easement, as these values are determined as set forth above on the date of this Easement. Grantee shall use the proceeds consistently with the conservation purposes of this Easement.

21. Interpretation; Captions; Severability

This Easement shall be interpreted under the laws of the State of Tennessee, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. The captions in this Easement are for reference purposes only and shall not define, limit or expand the meaning or application of any term or paragraph contained herein. This Easement is severable, such that the invalidity, illegality or unenforceability of any term or provision contained herein shall not affect the validity, legality or enforceability of the other provisions in this Easement.

22. Perpetual Duration

This Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents,

heirs, personal and legal representatives, assigns and all other successors as their interests may appear.

23. Notices

Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: Save the Franklin Battlefield, Inc.
P.O. Box 851
Franklin, Tennessee 37065

To Grantee: The Land Trust for Tennessee, Inc.
209 10th Avenue South, Suite 530
P. O. Box 23473
Nashville, Tennessee 37202

In the event that a party to this Easement shall transfer such party's interest in the Property or under this Easement by conveyance, distribution, operation of law or otherwise, the transferee of such interest shall provide the nontransferring party with written notice of the change of address to which notice is to be sent hereunder.

24. Environmental Matters

Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property during Grantor's ownership of the Property, or the Property's use as a landfill or dump, arising from or connected with any release of hazardous waste, use of the Property as a landfill or dump, or violation of any federal, state or local environmental laws.

25. Acceptance

As evidenced by the signature of Grantee's duly authorized officer affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.

26. Counterpart Execution.

This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

27. Conveyance.

This Easement and the conservation easement herein described are quitclaimed subject to such limitations and restrictions as may affect the premises, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, intending to legally bind themselves, have executed this Easement as of the date first written above.

SAVE THE FRANKLIN BATTLEFIELD, INC.,
a Tennessee not-for-profit corporation

By: *Samuel V. Huffman, Jr.*
Samuel V. Huffman, Jr.
Treasurer

By: *Samuel C. Gant*
Samuel C. Gant
Secretary

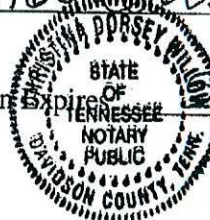
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, *Christina Dorsey Willow*, a Notary Public of said County and State, personally appeared SAMUEL V. HUFFMAN, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Treasurer (or other officer authorized to execute the instrument) of SAVE THE FRANKLIN BATTLEFIELD, INC., the within named bargainer, a Tennessee not-for-profit corporation, and that he as such Treasurer executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by himself as Treasurer.

Witness my hand and seal, at Office in *Franklin*, this *26th* day of *July*, 2007.

Christina Dorsey Willow
Notary Public

My Commission Expires



22-2010

My Commission Expires MAY 22, 2010

CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, intending to legally bind itself, has executed this Easement as of the date first written above.

THE LAND TRUST FOR TENNESSEE, INC., a
Tennessee not-for-profit corporation

By: Mary Brockman
Mary Brockman
Secretary

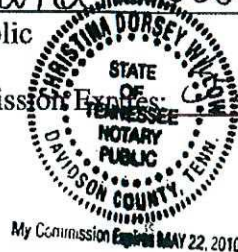
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Christina Dorsey Willow, a Notary Public of said County and State, personally appeared MARY BROCKMAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Secretary (or other officer authorized to execute the instrument) of THE LAND TRUST FOR TENNESSEE, INC., the within named bargainor, a Tennessee not-for-profit corporation, and that she as such Secretary executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by herself as Secretary.

Witness my hand and seal, at Office in Franklin, this 26th day of July, 2007.

Christina Dorsey Willow
Notary Public

My Commission Expires: 05-22-2010



STATE OF TENNESSEE)
COUNTY OF Williamson)
DAVIDSON

The actual consideration for this transfer is NONE.

Miranda R. Christy
AFFIANT

Subscribed and sworn to before me on this
26th day of July, 2007.

Christina Dorsey Willow
Notary Public

My Commission Expires 5-22-2010



My Commission Expires MAY 22, 2010

EXHIBIT A
PROPERTY DESCRIPTION

Save the Franklin Battlefield, Inc. Property
9th Civil District
Williamson County, TN

3.22AC.

Beginning at an iron pin located in the southerly margin of U.S. Highway 431; said pin being in the westerly line of the James A. Huskey property (Deed Book 3010, Page 528) and being the northeast corner of the herein described land; thence with Huskey's line as follows: S 0° 30' E a distance of 229.70 feet to an iron pin; N 83° 30' W a distance of 269.19 feet to a concrete monument located at the northeast corner of Bonsal American, Inc. property (Deed Book 2340, Page 327); thence with Bonsal's line N 83° 30' W a distance of 337.39 feet to an iron pin located in the easterly right-of-way of the railroad; thence with the easterly right-of-way of the railroad N 0° 29' W a distance of 236.00 feet to an iron pin located in the southerly margin of U.S. Highway 431; thence with the southerly margin of the highway S 82° 55' E a distance of 607.30 feet to the point of beginning, containing 3.22 acres more or less, according to a survey by Ronny G. Brown Surveying, RLS No. 763, Franklin, TN., dated May 29, 2007.

BK/PG: 4340/10-24

07035882

EASEMENT	
08/01/2007	10:00 AM
BATCH	105100
MTG TAX	0.00
TRN TAX	0.00
REC FEE	75.00
DP FEE	2.00
REG FEE	0.00
TOTAL	77.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS



Collins Farm

Project Overview



Figure 1: Location Map

The City of Franklin's Parks Department (Parks Department) was engaged by the National Society of the Daughters of the American Revolution, Old Glory Chapter (Old Glory) to prepare a concept plan for the restoration and programming of the property known as Collins Farm. The partnership between Parks and Old Glory will expand to recreational programming for the community to enjoy and an office space to be leased by Old Glory.

Collins Farm is a 3-acre Historic Park near the Eastern Flank Battle Park and Carnton Plantation. The property has a rich history beginning with William C. Collins. He was (1823-1895), the manager of Carnton Plantation during the Civil War, and his wife, Lucy Allen Birch Collins (1824-1909) lived in the house, which still stands. This land was the northeastern parcel of Carnton Plantation with the Carter Estate across the tracks to the northwest. Following the Battle of Franklin, the house served as a field hospital and several soldiers were temporarily buried in the garden. Collins' son-in-law, George W. Cuppet, supervised the re-interment of soldiers in McGavock Cemetery. In 1867, Collins purchased from John McGavock this 3 ½-acre Lot No. 1 in the Plan of Carnton. In 1911 the property was bought by Thomas F. P. Henderson who, at the end of WWI was a member of the plot to kidnap the German Kaiser Wilhelm.

Old Glory approached the Parks Department with interest in restoring to the property to functional use. Their desire is to lease the property for office and meeting space, but also to conduct certain events and create a museum celebrating the history of the farm. This Master Plan document summarizes the necessary restoration efforts, programming uses by both the Parks Department and Old Glory, and an estimated cost for all improvements to the property. To prepare this document the Parks Department worked with the City of Franklin's Engineering Department to survey the property and will develop probable costs for the infrastructure improvements as well improvements to the exterior of the structures.

Programming

❖ *Site*

Existing Key elements on the site include the following:

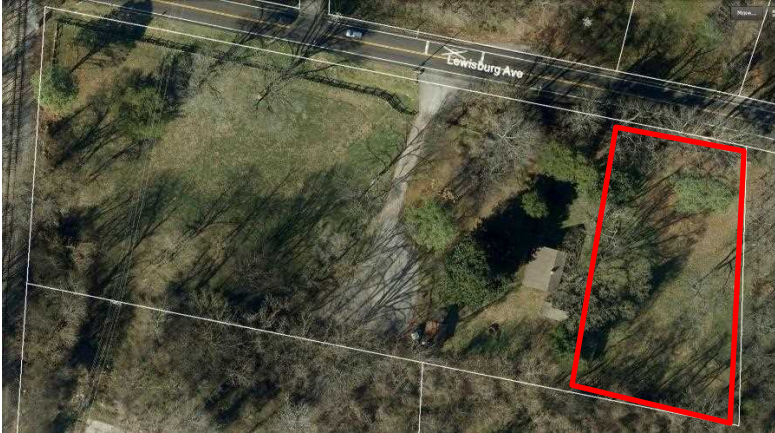
- The historic home and the Collins family history
- Secondary building, shed and well
- Connection to McGavock Orchard, Carnton, and Eastern Flank Battlefield Park
- Civil War History – part of the Historic Franklin Cell Phone tour
- Carter House to the northwest across the railroad tracks
- Park will continue to remain open to the public even when buildings are not open

New programming features on the site to include:

- Large Event Parking should be coordinated off-site and improve stormwater for the site in the future should a trail system pass through the property connecting the historical sites along Lewisburg Avenue. Prior to any trail work, an archeological survey shall be completed where improvements are proposed.



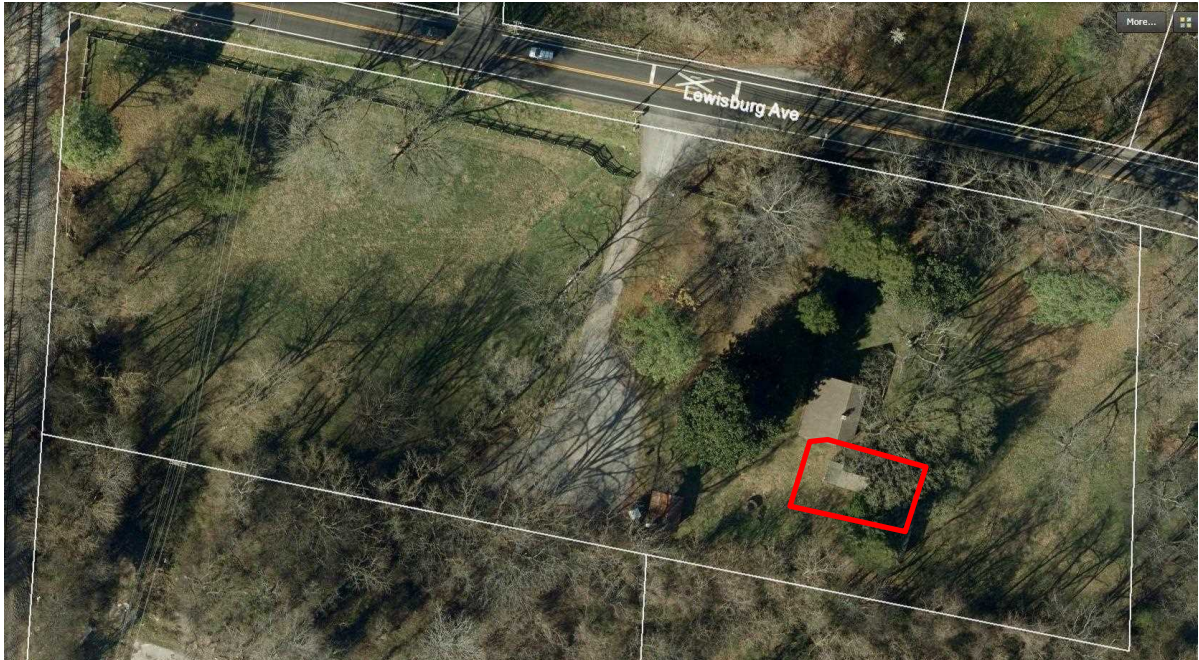
- Garden and meeting area to be created in open area behind with a pavilion with outdoor, classroom style seating



❖ *Building 1*

- Leased and used as office space for Old Glory
- Will not be occupied full time; a few hours at a time





❖ *Building 2*

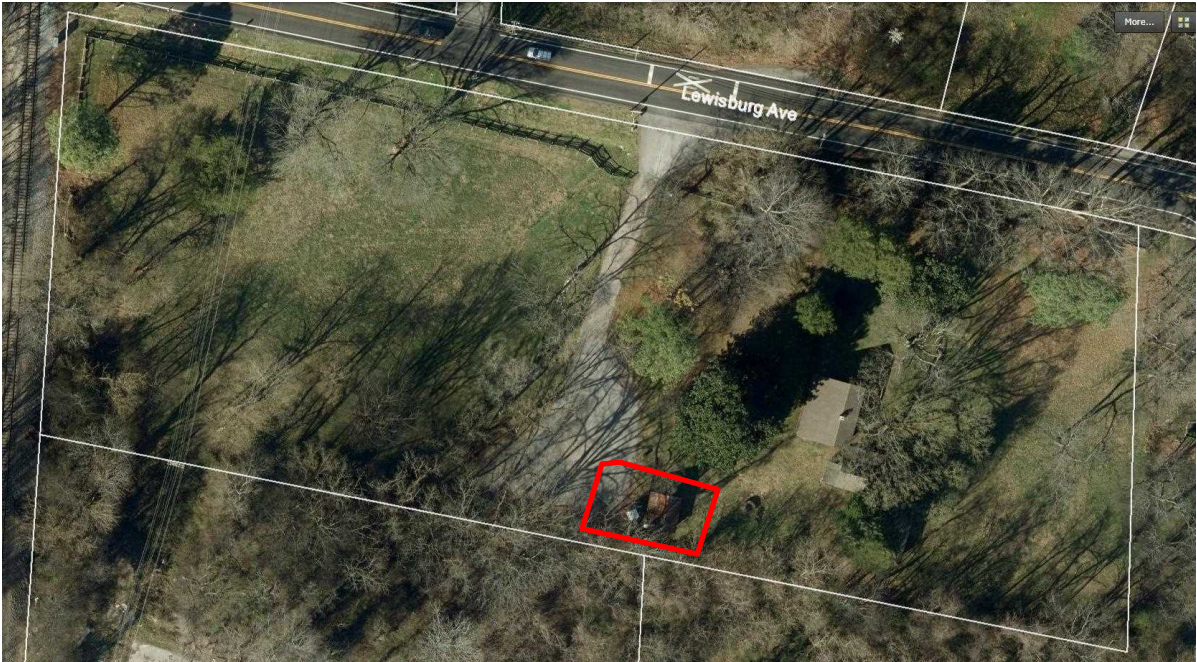
- Museum building including artifacts and materials about:
 - The Collins Family
 - Revolutionary War
 - Civil War
- Admission will not be charged; however, donations will be encouraged
 - As things develop on the property, there may eventually be a small fee charged to large groups to cover expenses





❖ ***Building 3***

- Hand-hewn Barn
- Adds character to the property
- May be used as a place for demonstrations of historical craftsmanship such as blacksmithing



Improvements

Overall Site

The overall improvements to the site include infrastructure, exterior structural, and interior structural improvements. Beginning from the road, the main drive will be paved with the inclusion of a roundabout near Building 3. This area will be large enough for a bus to turn around, so that tours and schools can easily access the site. The proposed parking area will be surveyed and leveled to allow for accessible parking (existing unpaved drive-way). Public restrooms will be installed near the roundabout area. Sidewalks, are currently unpaved, will be paved to allow for accessibility to all portions of the site.

All exterior improvements included shall meet City standards and be subject to State, City, and Historical processes for review. The final master plan will be used to update the existing conservation easement transferred at the time of the original sale of the property to the City.

Buildings 1 and 2

On the exterior, the wood siding and trim will be replaced as required. The goal is to keep as much of the original exterior as possible. Paint will be scraped from the remainder and refinished. Windows will be repaired, where required, and refinished. For rooms to be heated and cooled, the siding will be removed, sheathing and air/moisture barrier will be added, and siding will be reinstalled where required. New gutters and downspouts will be installed and connected to the stormwater system.

In the interior, wood floors will be refinished and any bad wood replaced. Exterior plaster/drywall will be removed to insulate the house and add insulation. New drywall will be installed. The restroom will be upgraded to be handicap accessible. The building will need new HVAC, lighting, all new electrical, including service, and plumbing

Building 3

On the exterior, the wood siding and trim will be replaced as required. The goal is to keep as much of the original siding as possible. Paint will be scraped from the remainder and refinished. Wood windows will be repaired (where required) and refinished. Existing manually operated doors will be restored with new hardware. The wood will be refinished including replacement of any bad wood. Steel frames will be added to the doors to give them rigidity. The paneling on the roof will be replaced where downspouts will be replaced and connect to stormwater west of the barn.



File #: 20-01419

DATE: November 17, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Resolution 2020-245, A Resolution Approving A Mural Entitled "Let Your Light Shine" On The Riley Family Salon Boutique And Special Events Facility Located at 919 Columbia Avenue. Establishing A Public Hearing For January 12, 2021.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-245, approving a Mural at 919 Columbia Avenue.

BACKGROUND/STAFF COMMENTS:

Riley's Family Salon boutique and Special Events has proposed a mural entitled "Let Your Light Shine" for their facility located at 919 Columbia Avenue. This was presented to the Franklin Public Arts Commission (FPAC) at their November meeting. According to the proposal, "Let Your Light Shine" is an uplifting exterior mural made to encourage all ages to be a shining light in the world. The artist is Amy Stielstra.

FPAC was established to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission makes recommendations concerning all aspects of public art to the Board of Mayor and Aldermen. This includes artwork in any media that has been planned and executed with the intention of being staged on private, non-residential property for viewing from the public right-of-way.

A public hearing and BOMA vote will be scheduled for January 12, 2021.

FINANCIAL IMPACT:

There is no financial impact on the City. Riley's Family Salon boutique and Special Events is responsible for the mural, including any future maintenance or upkeep.

RECOMMENDATION:

The Franklin Public Arts Commission voted to recommend approval of the mural to the Board of Mayor and Aldermen. A public hearing would be established for January 12, 2021 to be held in conjunction with the Board vote on the proposed resolution.

RESOLUTION 2020-245

A RESOLUTION APPROVING A MURAL ENTITLED "LET YOUR LIGHT SHINE" ON THE RILEY FAMILY SALON BOUTIQUE AND SPECIAL EVENTS FACILITY LOCATED AT 919 COLUMBIA AVENUE

WHEREAS, Riley's Family Salon Boutique and Special Events submitted a proposal for a mural on their facility located at 919 Columbia Avenue to the Franklin Public Arts Commission; and

WHEREAS, the mural entitled "Let Your Light Shine" is intended to be an uplifting exterior mural made to encourage all ages to be a shining light in the world; and

WHEREAS, the artist is Amy Stielstra located in Franklin, Tennessee; and

WHEREAS, the Franklin Public Arts Commission was established to review and make recommendations concerning all aspects of public art and is recommending approval of the mural.

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

Section 1. Based on the recommendations for approval by the Franklin Public Arts Commission, the proposed mural at 919 Columbia Avenue is hereby approved.

Section 2. The mural shall be the responsibility of Riley's Family Salon Boutique and Special Events.

Section 3. Riley's Family Salon Boutique and Special Events shall be fully responsible for the maintenance of the mural, including the removal of graffiti.

It is so RESOLVED and done on this ____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

Let **YOUR** **LIGHT** shine



**CITY STAFF**

Received by: _____

Date: _____

**APPLICATION FOR PLACING ARTWORK ON
CITY OF FRANKLIN PROPERTY**

Thank you for your interest in placing artwork on property owned by the City of Franklin.
Please complete and submit this application, along with the proposal, to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Please review the attached Policies and Procedures. For assistance, please contact the Public Outreach Specialist at 615-550-6606 or CityofFranklin@FranklinTN.gov. The Franklin Public Art Commission reserves the right to request additional information in order to process an exhibition proposal.

APPLICANT

Name(s)/Organization: Riley's Family Salon Boutique and Special Events		
Contact: Blandina Vergara-Cruz		
Address: 919 Columbia Ave		
City: Franklin	State: TN	Zip: 37064
Phone: 615-517-0318		Fax:
Email: BlandinaVC@Gmail.com		Website: www.RileysFranklinTn.com
Conflicts of Interest (disclose any active contracts or contract negotiations with the City): Riley's has been in business since October of 2015		

PROPOSED ARTWORK

Title of proposed artwork or exhibition

Let Your Light Shine Mural

Labeling - *include artist's name, date of creation, materials used (optional), short explanation of work (optional), donor's name, when applicable*

Artist: Amy Stielstra (amystielstraart.com)

Preliminary Design Date: Upon approval in Fall of 2020

Materials used: Acrylic Paint, Polymeric Urethane topcoat with UV Protection, 2-4x8 Marine Grade Plywood Panel and clear sealant and wood framing for frame out of the Mural.

Concept/Explanation of work: Let Your Light Shine is an uplifting exterior mural made to encourage all ages to be a shining light in the world. Vibrant colors with a radiating circular design draw's you in and upward to the elegant wording. Yellows, reds, blue, orange, and coral colors all work toward the feeling of happiness and hope.

(Optional) Proposed City-owned site for placement:

N/A

Participants (list anyone that will be involved in the project):

- Blandina Vergara-Cruz and Raymond Cruz owners of Riley's Family Salon: carries \$2 million in liability insurance
- Amy Stielstra Art

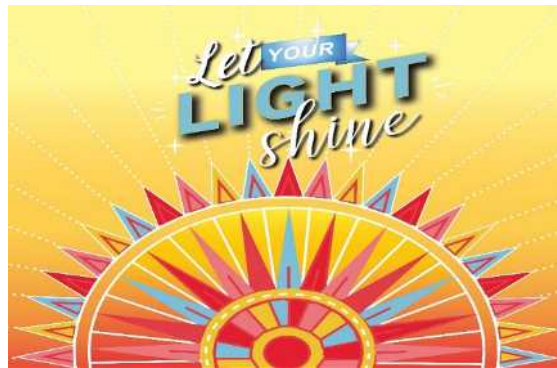


Application for Placing Artwork on Property
Proposal and Artwork Details-Submitted September 30, 2020

1. Narrative description of the artwork or project including:

- a. **Concept-** “Let Your Light Shine” is an uplifting exterior mural made to encourage all ages to be a shining light in the world.
- b. **Aesthetic vision-** Through the visual aesthetic, murals promote a sense of Identity, attachment, belonging and openness and strengthen community identification to place.

Tennessee is known as the Volunteer State and we want our mural to encourage people to “Let Your Light Shine” Make a difference in their community. Vibrant colors with a radiating circular design (The Sun) draw’s you in and upward to the elegant wording. Yellows, reds, blue, orange, and coral colors all work toward the feeling of happiness and hope



- c. **Artist involvement-** Design Artwork and Create Mural: Amy Stielstra Art
- d. **Materials-**
 1. 2- 4x8 Marine Grade Plywood Panel
 2. Acrylic Paint
 3. Polymeric Urethane topcoat with UV protection
 4. Clear sealant
 5. Wood framing
- e. **Processes-**
 1. Sand 2- 4x8 plywood
 2. Paint Mural on 2- 4x8 plywood
 3. Paint a clear/protective sealant
 4. Power wash fence the mural will be attached to
 5. Attach Mural to wood fence
 6. Frame out the Mural
- f. **Durability-** Reapply Protective Sealant/Clearcoat every 10 years.

2. Timeline and detailed installation plan (including specific required components for installation)

It will take about 2 weeks to complete. The Mural will be completed off site to prevent weather delays. Once mural is complete, we will start installation on site.

3. Budget and funding (explain project budget and how it will be funded)

Privately funded by Owners of Riley's

4. Maintenance plan while the piece is on display (whether temporary or permanent)

We will power wash and reapply seal every 10 years.

5. Qualifications including:

Amy Stielstra Bio:

Amy is a professional, award-winning graphic artist as well as a fine artist that has mastered many mediums including drawing, painting with watercolor, encaustic wax, acrylics, pastels, multimedia, and illustrations.

Something interesting about her personally is that she can't see in 3 dimensions like most people. I had several eye surgeries as a small child and use my eyes independently.

As an artist, she draws what she sees and feel, so my artworks reflect many dimensions and textures to enhance the 2-dimensional world she lives in.

Examples of Amy's Art:



6. Visuals including:

The Mural will be installed on fence left of Riley's Salon onto the wood post.



Fence Dimensions are as follows: Width 110" Heights: Left side post 76.5", Right-side post cover 72.25" and Right-side post 85"

ARTWORK DETAILS

Please attach a proposal that includes the following:

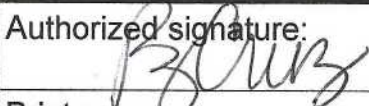
1. Narrative description of the artwork or project including:
 - a. Concept
 - b. Aesthetic vision
 - c. Artist involvement
 - d. Materials
 - e. Processes
 - f. Durability
 - g. Other relevant information
2. Timeline and detailed installation plan (including specific required components for installation)
3. Budget and funding (explain project budget and how it will be funded)
4. Maintenance plan while the piece is on display (whether temporary or permanent)
5. Qualifications including:
 - a. Artist(s) resume/bio
 - b. Examples of past exhibits or similar projects
6. Visuals including:
 - a. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art including an accurate description of colors
 - b. (If applicable) Digital, color images of artworks in exhibition
 - c. A site plan clearly showing the dimensions and the location of the art and its relation to pedestrian path of travel on the site and in the vicinity, including adjacent rights-of-way.
 - d. An elevation or perspective rendering showing the streetscape view of the art including the street elevations of adjacent properties
 - e. Digital images of past exhibits or similar projects
 - f. Maquette or rendering of artwork(s)

Submit application and supporting materials to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Or electronically at: CityofFranklin@FranklinTN.gov

APPLICANT'S AUTHORIZATION TO INITIATE REVIEW OF AN EXHIBITION PROPOSAL

Authorized signature: 	Signature of Legal Guardian if Artist is a minor:
Print name: Blandina Vergara-Cruz	Date: 9/29/20



File #: 20-01424

DATE: November 24, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Sarah Roop, Right of Way Agent

SUBJECT:

*Consideration Of Resolution 2020-252, A Resolution Authorizing The City Administrator To Approve Agreements To Acquire Rights-Of-Way And/Or Easements For The East McEwen Drive Phase 4 Improvements Project (COF Project No. 2015-002) Without Prior Approval By The Board Of Mayor And Aldermen.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) about Resolution 2020-252 to authorize the City Administrator to approve agreements to acquire rights-of-way and/or easements for the East McEwen Drive Phase 4 Improvements Project.

BACKGROUND/STAFF COMMENTS:

The East McEwen Drive Phase 4 Improvements project is currently in the right-of-way acquisition phase of project development. Qualified consultants have been hired by the City to develop appraisals for all the rights-of-way and easements needed to construct this project. Upon receipt of the appraisals, staff has been negotiating with property owners to finalize agreements to acquire the needed rights-of-way and/or easements. Several property owners have agreed to the proposed purchase price and are ready to complete the transaction. The proposed purchase price is taken directly from the provided appraisal. However, it has been general practice by the City to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or ten thousand dollars (\$10,000.00), whichever amount is greater. In some cases, this allows for an agreement to be reached without the need for condemnation.

In an effort to expedite the acquisition process for this project, staff is requesting that the City Administrator be allowed to approve agreements on behalf of the BOMA to acquire the needed rights-of-way and/or easements for the project. All acquisitions shall continue to be reported to the full BOMA.

FINANCIAL IMPACT:

Resolution 2020-252 has no direct financial impact. Actual costs are associated with the individual acquisition agreements This project is included in the City's Capital Investment Funding Plan.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-252.

RESOLUTION 2020-252

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS TO ACQUIRE RIGHTS-OF-WAY AND/OR EASEMENTS FOR THE EAST MCEWEN DRIVE PHASE 4 IMPROVEMENTS PROJECT (COF PROJECT NO. 2015-002) WITHOUT PRIOR APPROVAL BY THE BOARD OF MAYOR AND ALDERMEN

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“the Board”) finds that it is in the best interests of the City of Franklin and for efficiency when acquiring rights-of-way and/or easements (“property acquisition”) for the East McEwen Drive Phase 4 Improvements Project (COF Project No. 2015-002) to authorize the City Administrator to approve said property acquisition agreements; and

WHEREAS, the price to be paid for property acquisition shall be established by a qualified appraiser; and

WHEREAS, it has been general practice by the City to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or Ten Thousand Dollars (\$10,000.00), whichever amount is greater; and

WHEREAS, the Board believes that the removal of certain contracts and purchases from the Board’s agenda provides for more expedient conduct of City business; and

WHEREAS, all property acquisitions shall be reported to the Board as items approved by the City Administrator on behalf of the Board.

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

SECTION 1. The City Administrator or his designee is authorized to enter agreements on behalf of the City of Franklin for the purchase of rights-of-way, permanent easements, and/or temporary easements necessary for the East McEwen Drive Phase 4 Improvements Project (COF Project No. 2015-002) so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 2. In an effort to avoid the condemnation process and to complete the property acquisition process as efficiently as possible, the City Administrator or his designee is authorized to increase the purchase price offer above appraised value by up to ten percent (10%) or Ten Thousand Dollars (\$10,000), whichever is greater.

SECTION 3. All land acquisitions completed under the authority granted by this resolution shall be reported to the Board of Mayor and Aldermen.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20____.

(Signatures on Following Page)

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-01422

DATE: November 18, 2020

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Discussion Of Proposed Ordinance To Amend Title 21 Of The City Of Franklin Municipal Code To Create a New Chapter 7 Authorizing Incentives For The Construction Of Low- And Moderate-Income Housing Within The City Of Franklin, Tennessee.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a proposed amendment to Title 21 of the City of Franklin Municipal Code to Create a new Chapter 7 authorizing incentives for the construction of low- and moderate-income housing within the City of Franklin, Tennessee.

BACKGROUND/STAFF COMMENTS:

There has been much discussion about creation of an incentive to encourage construction of new dwelling units that would be considered affordable to low and moderate income households in the City of Franklin. Impact fees that must be paid for all new development in Franklin have been identified as a "barrier" to the development of housing for low and moderate income households. The incentive concept that staff is developing now is related to the cost of Road and Parkland Impact Fees, but it does not propose that the City pay fees on behalf of a developer or builder. The applicant will pay all fees as required by the applicable sections of the Municipal Code prior to the issuance of a building permit. The incentive program will be authorized separately with a new chapter in Title 21 of the Municipal Code, Affordable and Workforce Housing. The relationship to impact fees is that the amount of a potential incentive payment would be up to the amount of the Road and Parkland Impact fees that a developer or builder paid at the time the building permit was issued for the dwelling unit.

Principles and process:

1. Applicant must submit request for the incentive to the Board of Mayor and Aldermen at the time a Development Plan, site plan, or building permit is submitted for review
2. BOMA approves/authorizes the incentive for each project by resolution
3. Applicant pays all applicable fees in conjunction with obtaining a building permit
4. After a permanent or temporary CO is issued for the dwelling the applicant may submit request for payment of the incentive

5. To receive payment of the incentive, applicant must verify sale or rental price of the unit and that the purchaser or renter is eligible based on household income.

Measures are included to preserve the affordability of the units beyond initial sale of the units. For the home ownership units this is done through deed restrictions on the property that are proposed for a period of 30 years. For rental units to be eligible for the incentive program they must be financed through the Low Income Housing Tax Credit (LIHTC) Program. Projects funded through the LIHTC program are monitored by the federal government for compliance with affordability requirements.

FINANCIAL IMPACT:

Program would be funded through the General Fund. Amount of funds available for the incentive program would be determined by the BOMA through the budget process.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the amendment of Title 21 of the City of Franklin Municipal Code to create a new Chapter 7 authorizing incentives for the construction of low- and moderate-income housing.

Incentive Program - Low and Moderate Income Housing



HISTORIC
FRANKLIN
TENNESSEE

Tom Marsh, Director Building and Neighborhood Services
Kathleen Sauseda, Housing Development Coordinator
BOMA Work session 12/8/2020

PROPOSED INCENTIVE PROGRAM

Amend Title 21 of the Municipal Code to create a new chapter that will include additional incentives applicable to the development of new “low and moderate income housing”.



Why?

Envision Franklin:

- Workforce housing fosters a diverse employment base necessary for continued economic vitality
- Range of housing options encouraged to support employees and local economy
- Vibrant neighborhoods should include range of housing options and price points (both for rent and for sale)



What?

- Payment to developer/applicant after delivery of unit at required price point and sale or rental to household that meets HUD income Criteria
- Desired price – “affordable” to low or median income household

What?

“Affordable” Housing

Defined as housing expense is no more than 30% of gross annual household income

- Ownership dwelling – mortgage, taxes, and insurance
- Rental unit – rent and utilities

What Households?

- Low Income – gross income for family of 4 does not exceed 50% of median for MSA (\$41,150 for FY2020)
- Moderate Income - gross income for family of 4 greater than 50%, but does not exceed 80% of median for MSA (\$65,850 for FY2020)
(FY2020 MSA Median - \$82,300)

Fundamentals

- Applicable to **for sale and rental units**
- Price objective, family of 4:
 - Max sale price - \$268,736
 - Max rental expense - \$1,281
- Available to **nonprofit and for profit** developers

Fundamentals

- Developer/applicant submit request for incentive in conjunction with Development Plan, site plan, or building permit application
- BOMA approve by Resolution
- **All applicable fees paid by developer/applicant prior to start of construction per standard process**

Fundamentals

- Developer request payment of incentive after delivery of unit and verification unit was purchased or rented by eligible household
- Potential payment up to amount that was paid for Road and Parkland Impact fees
- Payment from General Fund not Impact Fee funds



Preservation of Affordability

- Home ownership units – deed restricted for 30 years
 - Regulation of sale price and income eligibility of purchaser
- Rental units – must be financed using Low Income Housing Tax Credit (LIHTC)
 - Compliance monitored by HUD

Thank You



File #: 20-01423

DATE: November 18, 2020

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of Resolution 2020-249, A Resolution Declaring That The City Will Continue To Accept Community Development Block Grant Coronavirus (CDBG-CV) Funds From The Department Of Housing And Urban Development And That The City Will Expend Those Funds By Partnering With Local Agencies, In Addition To Those Agencies Named In Resolution 2020-91, To Reimburse Them For Expenses Incurred To Prevent, Prepare For, And Respond To The Coronavirus (COVID-19).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-249, a Resolution declaring that the City will continue to accept Community Development Block Grant Coronavirus (CDBG-CV) funds from the Department of Housing and Urban Development and that the city will expend those funds by partnering with local agencies, in addition to those agencies named in Resolution 2020-91, to reimburse them for expenses incurred to prevent, prepare for, and respond to the Coronavirus (COVID-19)

BACKGROUND/STAFF COMMENTS:

The City previously passed Resolution 2020-91, authorizing the acceptance of CDBG-CV grant funds and further authorizing the City to use those funds to reimburse specific local agencies for expenses incurred to prevent, prepare, and respond to COVID-19. Since the passage of Resolution 2020-91, the City received additional requests for reimbursement from local agencies that were not included in that resolution. The agencies that have requested inclusion are the Franklin Housing Authority, Habitat for Humanity, The Refuge Center, and Bridges Domestic Violence Center.

CDBG-CV funds remain available to assist additional agencies because some actual requests for reimbursement were less than anticipated by the original requests and the City is choosing to not use any of the funds to reimburse itself for costs associated with administration and planning of the program.

CDBG-CV funds will continue to be awarded and disbursed to those agencies named herein, in addition to those agencies named in Resolution 2020-91, as they become available from HUD and until such time as the fund balance is depleted.

FINANCIAL IMPACT:

Through the CARES Act the City has been allocated Two-Hundred Thirteen-Thousand Seven-Hundred Eight-Nine Dollars and 00/100. (\$213,789.00) in CDBG-CV funds from HUD. The funds will be disbursed on a reimbursement basis in accordance with Attachment A and will continue until the fund is depleted.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-249.

RESOLUTION NO. 2020-249

A RESOLUTION DECLARING THAT THE CITY WILL CONTINUE TO ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THAT THE CITY WILL EXPEND THOSE FUNDS BY PARTNERING WITH LOCAL AGENCIES, IN ADDITION TO THOSE AGENCIES NAMED IN RESOLUTION 2020-91, TO REIMBURSE THEM FOR EXPENSES INCURRED TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS (COVID-19)

WHEREAS, the Department of Housing & Urban Development (HUD) has been authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, to respond to the growing effects of the public health crisis stemming from the Coronavirus; and

WHEREAS, the City of Franklin has been designated to receive a special allocation of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the Coronavirus (CDBG-CV funds) in the amount of **Two Hundred Thirteen Thousand Seven Hundred Eighty-Nine Dollars and no/100 (\$213,789.00)**; and

WHEREAS, in the interest of public health, safety, and welfare the City recognizes it is essential to support local agencies that are working within the community to prevent and respond to the Coronavirus; and

WHEREAS, the City may use CDBG-CV grant funds to reimburse local agency expenses incurred to prevent, prepare for, and respond to Coronavirus; and

WHEREAS, through a public notice and comment period the City gave public notice that funds might be available through the CDBG program to reimburse agencies for costs incurred to prevent, prepare for, and respond to COVID-19; and

WHEREAS, through the public notice the City requested that interested parties respond to the notice and provide to the City an estimate of costs incurred to prevent, prepare for, and respond to COVID-19; and

WHEREAS, the City received responses from several agencies with estimates of expenses eligible to be reimbursed; and

WHEREAS, the City previously passed Resolution 2020-91, authorizing the acceptance of CDBG-CV grant funds and further authorizing the City to use those funds to reimburse specific local agencies for expenses incurred to prevent, prepare, and respond to COVID-19; and

WHEREAS, since the passage of Resolution 2020-91, the City has received additional requests for reimbursement from the Franklin Housing Authority, Habitat for Humanity, The Refuge Center, and Bridges, DVC; and

WHEREAS, CDBG-CV funds remain available to the City to assist those additional agencies; and

WHEREAS, the CDBG-CV funds will be awarded and disbursed to those agencies named herein, in addition to those agencies named in Resolution 2020-91, as they become available from HUD and until such time as the fund balance is depleted.

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

1. The City shall reimburse the agencies listed herein, as shown on Revised Attachment A, which includes those previously named in Resolution 2020-91, for verified expenses associated with actions to prevent, prepare for, and respond to Coronavirus, on a first-come first-served basis until funds are depleted.

2. The City Administrator, or appropriate designee, shall prepare and enter into contracts with each selected agency and present to the BOMA as an information item once executed.

3. The City shall reimburse each agency for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed.

IT IS SO RESOLVED AND DONE on this _____ day of _____ 2020.

ATTEST:

SIGNED:

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

REVISED ATTACHMENT A
CDBG-CV FUND REIMBURSEMENT ESTIMATES

<i>Organization</i>	<i>Purpose</i>	<i>Requested Amount</i>
ARC	Emergency Medical Kits, Software, Employee Exp	\$15,000
Boys & Girls Club	PPE, deep cleaning of building, Plexiglas extra meals and fuel cost for delivery	\$15,000
Bridges, DVC	Cleaning supplies, move to disposable dishes, Hotel room for isolation, upgrade to internet for child learning, extra groceries for children at shelter	\$7,500
Community Child Care	PPE, additional staff to assist with increase of children due to closures	\$11,000
Community Housing Partnership	PPE, office cleaning, deep clean a home where resident contracted COVID-19	\$13,289
Franklin Community Church dba Franklin Community Development, Inc.	Hotels, food & staffing	\$43,000
Franklin Housing Authority	Rental assistance for residents at the Park Street property impacted by the coronavirus	\$9,000
Graceworks	Expense list being compiled	\$9,000
Habitat for Humanity	Purchase of PPE for both for the Restore and multiple construction sites to keep volunteers safe and prevent the spread of the coronavirus	\$10,000
High Hopes	General Operating Expenses	\$20,000
Mid-Cumberland	Meals on Wheels Increase due to closures of supporting Churches cost to year end	\$40,000
One Gen Away	School Boxes (FSSD, FPD, New Hope)	\$10,000
The Refuge Center	Purchase of PPE and Zoom technology that enables staff to meet virtually	\$1,000
WAVES	PPE & Cleaning both office and vehicles	\$10,000
City of Franklin	Standard HUD allocation of funds to entitlement communities for Administration & Planning of fund disbursement	\$0
TOTAL		\$213,789



File #: 20-01430

DATE: November 20, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, SES Director

SUBJECT:

Discussion Of Amendment 2 To COF Contract No. 2014-0305, An Interlocal Agreement With Marshall County, Tennessee Regarding Recycling Processing.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a proposed Amendment 2 To COF Contract No. 2014-0305, An Interlocal Agreement Between The City Of Franklin, Tennessee, And Marshall County, Tennessee.

BACKGROUND/STAFF COMMENTS:

The original contract which runs through 2026 provides that Marshall County process the City of Franklin's recyclables with no "tipping fee" but that they retain all revenue from the sale of the recycled materials. This contract was amended on July 14, 2020 to provide for a tipping fee of \$25.00 per ton due to significant cost increases and operational challenges associated with COVID-19. Amendment 1 made this term effective through January 31, 2021.

Due to ongoing operational costs and challenges, Marshall County has requested to extend the terms of Amendment 1 through July 31, 2021. Staff has continued to explore alternatives within the market and would expect to pay significantly higher costs should the City choose to use another vendor. Staff will continue to monitor the status of the Marshall County facility and other recyclable processing opportunities in the area throughout this period.

Staff intends to bring Amendment 2, extending the term to July 31, 2021, to the January 12, 2021 BOMA meeting for consideration.

FINANCIAL IMPACT:

The financial impact of Amendment 2 will be approximately \$50,000 over the six month period. The cost per ton of recycled materials is still less than the cost to send waste to the landfill.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 2 To COF Contract No. 2014-0305.

**AMENDMENT 2 TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FRANKLIN, TENNESSEE, AND MARSHALL COUNTY, TENNESSEE
COF CONTRACT NO. 2014-0305**

THIS AMENDMENT is made and entered into by and between the **City of Franklin, Tennessee** ("City") and **Marshall County, Tennessee** ("Marshall County").

WHEREAS, the City and Marshall County entered into an Interlocal Agreement entitled Interlocal Agreement between the City of Franklin, Tennessee and Marshall County, Tennessee ("Agreement"), dated the 25th day of November 2014; and

WHEREAS, the City agreed to retain Marshall County to process the City's recyclables in accordance with Federal, State, and local laws, regulations, rules and ordinances; and

WHEREAS, on November 19, 2019, the City extended the agreement for an additional three (3) years; and

WHEREAS, due to workforce issues caused by COVID-19, Marshall County is temporarily unable to adhere to the previously agreed upon compensation terms; and

WHEREAS, Marshall County proposed a charge of **TWENTY-FIVE AND NO/100 DOLLARS (\$25)** per ton to process recyclables received from the City; and

WHEREAS, the City accepted the proposed charge and executed Amendment 1 to the Agreement on August 11, 2020, which expires on January 31, 2021; and

WHEREAS, the City agrees to continue to accept the proposed charge and execute Amendment 2 extending the period of time.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties temporarily amend **Section VI, Compensation to Marshall County**, to read as follows:

1. Marshall County shall assess the City a fee for processing ("**Processing Fee**") of **TWENTY-FIVE AND NO/100 DOLLARS (\$25)** for each ton of the City's Recyclables received. Marshall County shall retain any rebate or revenue realized from the sale of the Recyclables.
2. Marshall County shall invoice the City monthly for processing the City's Recyclables. The City shall pay invoices within 30 days of receipt.
3. This Processing Fee shall be inclusive for all services to be rendered and all costs of doing so. The City specifically rejects any additional fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, tip fees, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to Marshall County's cost of doing business and/or service delivery, such as any example listed

above, shall be absorbed by Marshall County and shall not be subject to pass-through to the City.

4. In the event it becomes necessary for Marshall County to send Recyclables to another processing facility, such site must first be agreed to by Marshall County and the City. Any additional cost for the use of another processing facility shall be borne solely by Marshall County.

The parties agree that all other provisions of the Agreement dated November 25, 2014, are unchanged and remain in full force and effect.

This Amendment shall be effective January 31, 2021, and terminate on July 30, 2021, at which time the original compensation terms contained in Section VI of the Agreement dated November 25, 2014, shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TN

MARSHALL COUNTY, TENNESSEE

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



File #: 20-01181

DATE: November 19, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Jessica Davey

SUBJECT:

Consideration Of Resolution No. 2020-188, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Utility Bill Paper Printing, Mailing And Coordinated Electronic Presentment, Image Archival, Retrieval, E-Mailing And Related Services For The Revenue Management Division Of The Administration Department (Purchasing Office Procurement Solicitation No. 2021-009).

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for utility bill paper printing, mailing and coordinated electronic presentment, image archival, retrieval, e-mailing and related services for the Revenue Management Division of the Administration Department for a term of award.

BACKGROUND/STAFF COMMENTS:

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the uses of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of utility bill paper printing, mailing and coordinated electronic presentment, image archival, retrieval, e-mailing and related services, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2020-188.

RESOLUTION 2020-188

**A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL
PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR UTILITY BILL PAPER
PRINTING, MAILING AND COORDINATED ELECTRONIC PRESENTMENT, IMAGE ARCHIVAL,
RETRIEVAL, E-MAILING AND RELATED SERVICES**

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of utility bill paper printing, mailing and coordinated electronic presentment, image archival, retrieval, e-mailing and related services; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which suppliers and service providers to recommend for award of utility bill paper printing, mailing and coordinated electronic presentment, image archival, retrieval, e-mailing and related services because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 20____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Maricruz R. Fincher, Staff Attorney

January 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14 2pm	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

February 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11 1pm	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11 1pm	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8 1pm	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

May 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
2	3	4	5	6	7	8
9	10	11	12	13 1pm	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10 2pm	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12 2pm	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9 2pm	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14 2pm	15	16
17	18	19	20	21	22	23
24/31	25	26 Electio	27	28	29	30

November 2021

Sun	Mo	Tue	Wed	Th	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021

Sun	Mo	Tue	Wed	Thu	Fri	Sat
			1	2 2pm	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Finance CIC BOMA Holiday

REVISED 11-23-20

ARTICLE IV. - BOARD OF MAYOR AND ALDERMEN

Section 1. - Governing Body.

The governing body of the city shall consist of a mayor and eight aldermen to be known as the Board of Mayor and Aldermen or Board.

Section 2. - Eligibility.

The mayor and aldermen shall have been residents of the State of Tennessee for more than one (1) year and residents of the city of Franklin, Tennessee, for not less than six (6) months immediately preceding their election to office. The mayor and aldermen shall continue to reside within the city during their term of office. The mayor and aldermen at large shall not be required to reside within any particular ward. The aldermen who are elected by ward shall have resided in their respective wards for not less than sixty (60) days preceding their election, and shall continue to reside therein during their term of office. The mayor shall be at least twenty-five (25) years of age at the time of his or her election.

(As replaced by Priv. Acts 1978, ch. 236, and Priv. Acts 1988, ch. 216, § 3)

Section 3. - Term of Office.

(a) Commencing with the 1990 election, the term of office of the in-ward aldermen shall be three (3) years, and shall begin on the second Tuesday of November of that year, and expire in 1993.

(b) Commencing with the 1991 election, the term of office of the mayor and the four (4) aldermen at-large shall be four (4) years, and shall begin on the second Tuesday in November of that year, and expire in 1995.

(c) Commencing with the 1993 election the term of office of the in-ward aldermen shall be four (4) years, and shall begin on the second Tuesday in November of that year. The mayor and aldermen shall thereafter serve staggered four (4) year terms, with elections to be held every two (2) years. They shall serve during their terms of office or until their successors are elected and qualified.

(As replaced by Priv. Acts 1990, ch. 152, § 3)

Section 4. - Oath of Office.

Before taking office the mayor and each alderman shall take and subscribe to an oath in writing before some official authorized to administer oaths to discharge truly, faithfully, and impartially, without prejudice or favor, all duties of the office to which elected to the best of his skill and ability. The oath shall be administered and the mayor or alderman shall assume office prior to the consideration of any business, old or new, at the meeting.

(As amended by priv. acts 1991, ch. 73, § 4)

Section 5. - Vice-Mayor—Vacancies in Office.

(a) The office of mayor or alderman shall become vacant upon his or her death, resignation, removal of residence from the city, removal from office in any manner authorized by law or forfeiture of office, and the office of in-ward alderman shall also become vacant upon removal of residence from the ward from which elected.

(b) Each year at its November meeting, the Board of Mayor and Aldermen shall elect an alderman to the office of vice-mayor, who shall serve when the mayor is absent or unable to discharge the duties of the office. The term of vice-mayor shall be for one (1) year. In the case of a vacancy in the office of mayor, the vice-mayor shall serve until the next regular city election, at which time the office of mayor shall be filled for any unexpired term by the voters.

(c) Any vacancy in the office of aldermen shall be filled by either affirmative vote of the majority of the remaining members of the Board, by special election, or by any other means allowed by state law. The method of filling the vacancy shall be determined by affirmative vote of the majority of the remaining members of the Board.

(As replaced by Priv. Acts 1991, ch. 73, § 1, and Priv. Acts 2008, ch. 79, § 3)

Section 6. - Exercise of Powers.

All powers of the city shall be vested in the Board of Mayor and Aldermen except as otherwise provided by law or this Charter. The Board may prescribe, to the extent not prescribed by nor inconsistent with this Charter or other law, the manner in which the powers of the city shall be exercised, and shall provide for the performance of all duties and obligations imposed on the city by law.

Section 7. - Compensation.

The Board of Mayor and Aldermen may determine the compensation of the mayor and aldermen, but no ordinance increasing such salary shall become effective until the second Tuesday in November following a regular city election, provided that such election follows the adoption of such ordinance by at least three months.