City of Franklin

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

Meeting Agenda

Work Session

Tuesday, June 22, 2021	5:30 PM	Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Special Event Permit For Eat The Street Food Truck Festival At Bicentennial Park On August 6, 2021.

   Sponsors: Milissa Reierson, Monique McCullough

2. *Consideration Of Liquor License For HVD Ventures, LLC, DBA The Corner Wine And Spirits, (Ramesh Jivan Surati, Managing Agent) 1110 Hillsboro Road, Suite 120 A, Franklin, TN 37064.

   Sponsors: Lanaii Benne

3. Report On The Procurement Of Emergency Repair Work To The Robinson Lake Dam.

   Sponsors: Paul Holzen, Lisa Clayton, Jonathan Marston, Shahad Abdulrahman

4. Consideration Of Contract No. 2020-0108 Between The City Of Franklin And Community Housing Partnership Association For The Receipt of $50,000 in Community Development Block Grant Funds (CBDO) As Reimbursement For Costs Associated With Construction Of Single-Family Homes That Benefit Low To Moderate Income Residents.

   Sponsors: Tom Marsh, Kathleen Sauseda

5. Consideration Of Draft Resolution 2021-108, A Resolution Authorizing The Issuance, Sale And Payment Of Not To Exceed $22,000,000 In Aggregate Principal Amount Of Water And Sewer Revenue Bonds Of The City Of Franklin, Tennessee For The Purpose Of Funding, In Part, The Expansion And Upgrade Of The City's Wastewater Treatment Plant.

   Sponsors: Kristine Brock, Mark Hilty, Michelle Hatcher

OTHER BUSINESS

ADJOURN

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

City of Franklin

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

File #: 21-02115

DATE: June 7, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reierson, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Eat The Street Food Truck Festival At Bicentennial Park On August 6, 2021.

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Eat the Street food truck festival benefitting the 21st District Recovery Court.

BACKGROUND/STAFF COMMENTS:

The 21st District Recovery Court has submitted an event permit application for Friday, August 6, 2021 for their annual “Eat the Street” food truck festival. The event is held on ML King Jr. Ave (Bicentennial Park). Eat the Street features 40 food trucks/carts and music. Estimated attendance is over 5,000.

FINANCIAL IMPACT:

The applicant is responsible for extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of trucks, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will provide notice of the event to businesses along Fourth Avenue North.
- Portable lights are needed for the event
- Applicant will work with Parks Department to determine which areas of Bicentennial Park are available for use during the event.

- Applicant will work with the Fire Marshal's Office to ensure all food trucks are inspected and abiding by City regulations.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Streets Department:

- Department will block parking along ML King Jr Ave on the morning of August 6
- Department will close street at 2 p.m. on August 6
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers

Building & Neighborhood Services Department:

- Electrical permit may be required

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Staff will continue to work with organizers for specific requirements, including suggested safety guidelines and protocols as it relates to Covid-19. Some guidelines suggested are included below.

- Event organizer will follow all CDC guidelines and any or all executive orders in place at the time of the event as they relate to large gatherings.
- Every effort will be made to give as much notice as possible, however, event organizers should be prepared to cancel or postpone large events and gatherings if required.
- The City Administrator or his designee may cancel or modify an event up to 24-hours prior to the opening of the event.
- Event organizers should continually assess current conditions regarding the spread of COVID-19 and engage with local public health officials when deciding whether to postpone, cancel, or reduce the number of attendees (if possible) for gatherings.
- Event organizer will have masks and hand sanitizer available for event staff and volunteers.
- If a mask mandate is in place, event staff and volunteers must wear masks. If a mask mandate is not in place, the event organizer will strongly encourage masks among event staff and volunteers.
- Provide hand washing stations and/or hand sanitizer and disinfectant wipes for attendees and participants.
- Maintain hygiene supplies and regularly sanitize porta-potties (wearing appropriate PPE) throughout event.

OFFICE USE ONLY
Permit No: ____________

City of Franklin
Special Event Permit Application

*Application is Due 90 **Days Prior** to Scheduled Event.*
Please read application carefully and fully complete each section.
A non-refundable application fee of $100 is due at time of filing.

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Eat The Street Foodtruck Festival benefiting Recovery Court
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)***:**
   Bicentennial Park in Franklin,TN
   2nd ave.n
   3rd ave.n
   Margin St. that intersects 2nd and 3rd.
3. **Date or dates of event:** 08/06/2021
4. **Start/End Times of Event:** event starts at 5 pm and ends at 10 pm
   What date/time will set-up begin? 8/6/2021 1:00 PM
   What date/time will tear-down be complete? 8/6/2021 10:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable)***:** 2 pm approximately
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 5,000 Event Staff/Volunteers:100 Total:5,100
7. **Name of applicant and Organization Requesting Permit:**
   Connie Martin - 21st District Recovery Court, Inc.
   a) Address: 370 Natchez street
   Franklin, TN 37064
   b) Phone: 6155957868 **c) Cell:** **d) Fax:**
   e) E-mail address: connie.martin@21stdc.org
8. **DETAILED description of event** *(use additional sheets)***:**
   We normally have 35-40 food trucks who participate in Bi-Centennial in Franklin This is a fundraiser for the 21st District Recovery Court, a treatment addiction program. This is a family, pet friendly event to not only raise funds for operation but to bring awareness to the community as to the increasing problems with drug and alcohol addiction.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the Citys GIS division***

   Please detail any restricted parking areas on the event map.

   Event Map: ETS2020map.pdf

10. **Person in charge on day of event:** Kevin Riggs
    Cell: 6154407553 **E-mail address:** kevin@franklincommunitychurch.org

11. **Name and Cell Number of at least two others available on day of event:**
    Name: Connie Martin **Cell:** 615-587-8463 **E-mail address:** connie.martin@21stdc.org
    Name: Jeff Moseley **Cell:** 615-957-1069 **E-mail address:** jmoseley@burgerlaw.com

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

    Administrative Contact List: 2019 current board list.docx

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
    IRS tax exemption letter: taxexempt2019.pdf

16. **Will you charge an admission fee?** No
    Average admission fee:

17. **Will you charge a vendor particiation fee?** Yes
    Average vendor participaion fee? 275

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

20. **Is this event a fundraiser?** Yes
    What organization will be the benefactor of event? 21st District Recovery Court, Inc.
    What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

    ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

    If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

    Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**. Food trucks only

25. **Will food, beverages, or merchandise be sold or given away?** Yes
    Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
    Clean Up Plan and Provider: ETS2020map.pdf

26. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** No
    If yes, please list exact locations:

28. **Will alcohol, beer, and/or wine be given away or sold?** No
    If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** No
    Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
    Good Neighbor Letter: good neighbor letter.docx
    Good Nieghbor Letter Mailing List:

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

2) I/We do swear or affirm that all of the information given in this application is true and complete.

3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Cori Martin Director Date: 8/5/2020
(Signature and title – must be officer of organization)

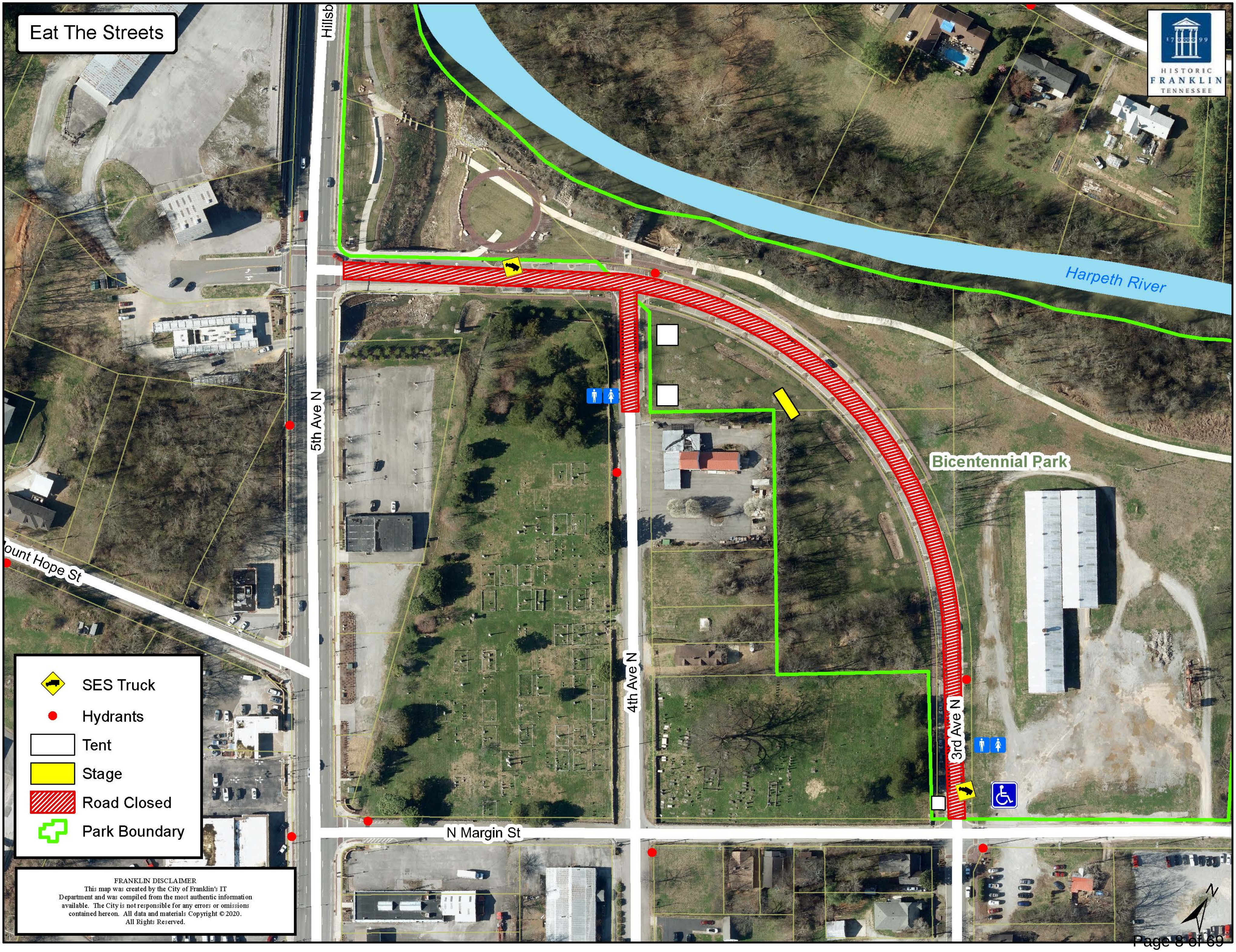
Approved by the Board of Mayor and Aldermen on ________________, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Return application to:

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)



Eat The Streets
1799
HISTORIC
FRANKLIN
TENNESSEE
Harpeth River
Bicentennial Park
5th Ave N
4th Ave N
3rd Ave N
N Margin St
Mount Hope St
SES Truck
Hydrants
Tent
Stage
Road Closed
Park Boundary
FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2020. All Rights Reserved.

HISTORIC FRANKLIN TENNESSEE

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

HISTORIC FRANKLIN TENNESSEE

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Connie Martin - 21st District Recovery Court, Inc.
Event Name: Eat The Street Foodtruck Festival benefiting Recovery Court
Event Date(s): 08/06/2021

1. **Time amplification equipment will be used:** From: 6:00 PM To: 9:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.***:**
   In the grassy area near the middle of the festival
   Sound Amplification Map: ETS2020map.pdf
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   - DJ
4. **Type of Amplifier:**
   - PA System
5. **Number of Amplifiers:** unknown **Number of Speakers:** unknown **Number of Performers:** none
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Kevin Riggs **Cell:** 6154407553 **E-Mail:** kevin@franklincommunitychurch.org
   Name: Jeff Moseley **Cell:** none **E-Mail:** jmoseley@burgerlaw.com

Authorized Signature: Connie Martin **Date:** 06/02/2021

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

21ST DISTRICT RECOVERY COURT, INC.
PO BOX 757
FRANKLIN TN 37065-0757

Effective Date: July 1, 2019
Expiration Date: June 30, 2023
Account No: 1000325015-SLC
Exemption No: 1080622080
Facility Address:
PO BOX 757
FRANKLIN TN 37065-0757

Exempt Organizations or Institutions
Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

Seller's Name *Seller's Address (City & State)*

I, Connie Martin, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Connie Martin Coni Martin 7/1/19

Print Name of Authorized Representative *Signature of Authorized Representative* *Date*

The supplier must maintain a copy of this document as evidence of the sales tax exemption.

21st District Recovery Court
Board of Directors

Name	Title
Jeff Moseley	President / member
David Veile	Vice-President / member
Judge Don Harris	Treasurer / member
Judge Jim Martin	Judge / member
Connie Martin	Coordinator
David Dingler	member
Carlin Hess	member
Barb Izzo	member
Jen Meyer	member
Anthony Pickett	member
Paul Bolin	member
Kevin Riggs	member
Lacie Simonton	member
Wilbert Long	member
Amy Kovar	member
Tim Richardson	member

Updated 6/7/2021

Date: June 7, 2021
Applicant: Connie Martin
Project Title: Eat The Street Foodtruck Festival benefiting Recovery Court
Project Address:

Open Issues: 4

electrical

General Issues

1. electrical permit

rodney.prince@franklintn.gov	Electrical permits will be required for any electrical power ran for equipment hookups
connie.martin@21stdc.org	We will do this as well.

FIRE--Miscellaneous Review

General Issues

2. Incomplete plans

curt.edelmann@franklintn.gov	Plans must show the following: 1. Location of barricades 2. Location of any tents or stages 3. Truck spacing [Edited By Curt Edelmann]
connie.martin@21stdc.org	Barricades at 3rd and N. Margin, 4th and N. Margin and between the end of 4th ave and Hillsboro rd. No stage, music by DJ tent area on 3rd ave. n in the grassy area. trucks to be spaced apart per city requirement [Edited By Connie Martin]

3. Food trucks

curt.edelmann@franklintn.gov	Verify the following requirements will be met. Food trucks must meet the following requirements: 1.Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 2.Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 3.Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer. 4.Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 5. Food trucks are spaced 10-feet apart 6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
connie.martin@21stdc.org	We will ensure the food truck adhere to these requirements

4. Stages

curt.edelmann@franklintn.gov	Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributer.
connie.martin@21stdc.org	no stage at this point

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of trucks, etc. prior to event.
- Applicant will provide a $1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will provide notice of the event to businesses along Fourth Avenue North.
- Portable lights are needed for the event
- Applicant will work with Parks Department to determine which areas of Bicentennial Park are available for use during the event.
- Applicant will work with the Fire Marshal's Office to ensure all food trucks are inspected and abiding by City regulations.

Risk Management:
- Applicant will provide certificate of insurance naming the City as additional insured.

Streets Department:
- Department will block parking along ML King Jr Ave on the morning of August 6
- Department will close street at 2 p.m. on August 6
- Department will provide clean-up crew for after the event.

Police Department:
- Applicant will hire required number of extra-duty Franklin Police Officers

Building & Neighborhood Services Department:
- Electrical permit may be required

Sanitation and Environmental Services Department:
- Department will provide crews for cleanup during event.

Staff will continue to work with organizers for specific requirements, including suggested safety guidelines and protocols as it relates to Covid-19. Some guidelines suggested are included below.

- Event organizer will follow all CDC guidelines and any or all executive orders in place at the time of the event as they relate to large gatherings.
- Every effort will be made to give as much notice as possible, however, event organizers should be prepared to cancel or postpone large events and gatherings if required.
- The City Administrator or his designee may cancel or modify an event up to 24-hours prior to the opening of the event.
- Event organizers should continually assess current conditions regarding the spread of COVID-19 and engage with local public health officials when deciding whether to postpone, cancel, or reduce the number of attendees (if possible) for gatherings.
- Event organizer will have masks and hand sanitizer available for event staff and volunteers.

- If a mask mandate is in place, event staff and volunteers must wear masks. If a mask mandate is not in place, the event organizer will strongly encourage masks among event staff and volunteers.
- Provide hand washing stations and/or hand sanitizer and disinfectant wipes for attendees and participants.
- Maintain hygiene supplies and regularly sanitize porta-potties (wearing appropriate PPE) throughout event.

City of Franklin

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

File #: 21-02125

DATE: June 9, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lanaii Benne, Asst. City Recorder

SUBJECT:

*Consideration Of Liquor License For HVD Ventures, LLC, DBA The Corner Wine And Spirits, (Ramesh Jivan Surati, Managing Agent) 1110 Hillsboro Road, Suite 120 A, Franklin, TN 37064.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Retail License application received for an existing liquor store.

BACKGROUND/STAFF COMMENTS:

This existing store has reorganized ownership and needs a City of Franklin Retail Certificate to obtain their ABC license in the new owner's name. The previous partnership has changed and is now a single remaining previous owner operating as HVD Ventures, LLC, DBA Corner Wine and Spirits.

In accordance with policy, a background records check has been performed by the Franklin Police Department; Mr. Ramesh Surati has satisfied all application requirements.

FINANCIAL IMPACT:

No financial impact is associated with this item.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the retail liquor license for Corner Wine & Spirits.

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of HVD Ventures, LLC, DBA Corner Wine & Spirits, owned by the managing agent, Ramesh Surati, who has made application for a retailer's license to handle alcoholic beverages at 1110 Hillsboro Road, Suite 120a, Franklin, TN 37064 (The Corner Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;

2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.

3. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 22nd Day of June, 2021.

____

Dr. Ken Moore
Mayor

City of Franklin

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

File #: 21-02114

DATE: June 4, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Report On The Procurement Of Emergency Repair Work To The Robinson Lake Dam.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the procurement of emergency work to address immediate concerns with the Robinson Lake earthen dam.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019 - 2028 Capital Investment Program (CIP). Included in that project list was the Lockwood Glen Park, which includes Robinson Lake. During subsequent investigations, the City discovered that several deficiencies would need to be addressed with the earthen dam that contains Robinson Lake in order to comply with the Safe Dams Act of 1973. The overall mitigation project, along with the park itself, is in the latter stages of design. However, on a recent site visit, the project team discovered some new depressions that had formed in the dam near the Harpeth River. These depressions are deep enough that they are allowing water to flow from the lake through the bank of the dam. In light of this new information, City staff has closed access to the site and has posted numerous warning signs.

Because the project is still six to eight months away from a construction bid letting, the project team began the process of procuring the services of a local contractor, Civil Constructors, LLC, to perform emergency repairs to the Robinson Lake dam. These repairs will include the construction of a gravity siphon system that will allow Robinson Lake to be temporarily drained in order to perform the needed stabilization repairs to the dam. These repairs have been designed in a way to allow them to stay in-place for the overall construction project at a later time. The emergency repair work will begin as soon as the contractor can mobilize their equipment and materials to the site.

FINANCIAL IMPACT:

The estimated cost for this emergency repair work is $236,712. Expenses for this project are initially programmed to be paid from the Capital Projects Fund, which corresponds to a General Ledger (GL) code of 310-89310-44700. Finance and Administration will determine the most appropriate source(s) of funding for final project expenses.

RECOMMENDATION:

This information is being provided by staff as a status update, and no action is required from the BOMA.

HISTORIC FRANKLIN TENNESSEE

Procurement Requisition

Form No. 3

Request for authorization to execute a City of Franklin purchase (other than for design or construction of new infrastructure and facilities), the total value of which is equal to or more than $25,000

Requisition no. / Requisition date / Requisitioning department:	2200 (requisition number) / 6/7/2021 (requisition date) / Engineering (requisitioning department)
Item description (summary) of product and/or service to be purchased:	Robinson lake dam/lake level lowering project
Item quantity (if applicable) / Unit of measure (if applicable) / Project no. (if applicable):	1 (item quantity) / LOT (unit of measure) / 2017-013 (project number, if applicable)
If this purchase would include a service, would it be a one-time service or for a term of service? If for a term of service, for what term of service?	☐ No service. ☒ One-time service. ☐ Term of service: ______.
What is the preferred location for delivery of the product &/or service (if applicable)?	☐ Not applicable. ☒ As follows: Robinson Lake
Basis for pricing:	☐ Pricing established by previous competitive process conducted by City of Franklin (see documentation provided).
	☐ Pricing established by Tennessee statewide contract or United States General Services Administration (GSA) and authorized for use by the City (see documentation provided).
	☐ Pricing established by competitive process of another Tennessee local government (per T.C.A. § 12-3-1203(c)) (see documentation provided).
	☐ Pricing established by competitive process of a cooperative purchasing arrangement recognized by the City per T.C.A. § 12-3-1205(b) (see documentation provided).
	☐ Sole-source purchase (see explanation and documentation provided; note: sole-source (a) should be used only if necessary and (b) requires either BOMA approval or reporting to BOMA).
	☒ Emergency purchase (circumstances impinging on public health, safety or welfare; see explanation provided; note: emergency purchase (a) should be used only if necessary and (b) requires reporting to BOMA).
	☐ Purchase is of "secondhand" (used or demonstrator) goods, equipment, materials, supplies, or commodities from any federal, state, or local governmental unit or agency, per T.C.A. § 12-3-1202(a) (see details provided, including name of seller and detailed description of item).
	☐ Purchase is of "secondhand" (used or demonstrator) goods, equipment, materials, supplies, or commodities from any private individual or entity, per T.C.A. § 12-3-1202(b) (see details provided, including name of seller, detailed description of item, and documented general range of value).
	☐ Purchase is of products and/or services provided by the State of Tennessee, another unit of local government, or a public utility or utility district.
Does this purchase involve a City contract?	☐ Yes, City contract number ______. ☒ Yes, a City purchase order is to be issued for this purchase upon approval of this requisition. ☐ No, no City contract pertains to this requisition.
Does a Certificate of Insurance pertain to this requisition?	☒ Yes, a Certificate of Insurance, provided to Purchasing and approved by Risk Management, either already has been obtained or is to be obtained before delivery commences. ☐ No, no certificate of insurance pertains to this requisition.
Do both the requisitioning department and the recommended vendor anticipate that this purchase, or, if applicable, some separately invoiced portion of the purchase, would be received by the City by June 30 of the current City fiscal year?	☐ Yes, this purchase or some separately invoiced portion thereof would be received by the City by June 30 of the current City fiscal year. ☒ No, none of this purchase would be received by the City until on or about after June 30th 2021.
Does the City's approved budget currently provide sufficient funding for this purchase or, if applicable, for the portion of the term of service to be allocated to the current City fiscal year?	☐ Yes, the City's approved budget currently provides sufficient funding for this purchase or portion thereof. ☒ No, none of this purchase would be allocated to the current City fiscal year. The requisitioning department would therefore include sufficient funding for this purchase in its budget request for fiscal year(s) 2022.

HISTORIC FRANKLIN TENNESSEE

Procurement Requisition

Form No. 3

Request for authorization to execute a City of Franklin purchase (other than for design or construction of new infrastructure and facilities), the total value of which is equal to or more than $25,000

Requisition no. / Requisition date / Requisitioning department:	2200 (requisition number) / 6/7/2021 (requisition date) / Engineering (requisitioning department)
Item description (summary) of product and/or service to be purchased:	Robinson lake dam/lake level lowering project
Recommended vendor:	Civil Constructors LLC
Total value of purchase / Date of pricing:	$236,712.00 / June 3rd 2021
Budget amount / General ledger account no.:	$ to be budgeted in fiscal year 2022 (budget amount) / 310 (fund) - 89310 (function) - 44700 (department)
If purchase is also budgeted in a second account, then budget amount / General ledger account no.:	$ (budget amount) / (fund) - (function) - (department)
Allocation amount / General ledger account no.:	$236,712.00 (allocation amount) / 310 (fund) - 89310 (function) - 44700 (department)
If purchase is to be allocated to a second account, then allocation amnt / General ledger account no.:	$ (allocation amount) / (fund) - (function) - (department)
Would this procurement be funded, in whole or in part, by a federal award?	☐ Yes, this procurement would be funded, in whole or in part, by a federal award. ☒ No, none of this procurement would be funded by a federal award.
Purpose of recommended purchase: (Why is this purchase being recommended? What City program or service would benefit from the purchase? If this requisition is for purchase of a product, would this purchase enlarge the City's fleet or inventory of such items, or would it be replacing one or more that are scheduled to be taken out of service? If replacing, which one is / ones are to be replaced? How would the new item be used? If this requisition is for purchase of a service, what would be accomplished?)	The purpose of lowering the water level in Robinson Lake is to alleviate pressure on the Robinson Lake dam which was recently discovered to have a depression behind the spillway. This water lowering component of the Robinson Lake dam and park improvement project (project no. 2017-013) is being advanced due to the urgency of this discovery.
Intended method of payment[1]:	☐ Invoice to be paid by City purchasing card[2 3] issued to ______. ☒ Invoice to be paid by Accounts Payable[4 5].
Requested:	DocuSigned by: Lisa R. Clayton 04E5F5A9A76C474... (Authorized representative of requisitioning department) / 6/8/2021 (Date)
Recommended for approval:	Brian Wilcox (Procurement Officer IV or City Purchasing Manager) / 6/8/2021 (Date)
Approved:	Kristine Brock (Assistant City Administrator or City Administrator) / 6/8/2021 (Date)

1 The City's preferred method of payment is by City purchasing card (Pinnacle / MasterCard credit card) or, if the vendor declines to accept payment by MasterCard credit card without surcharge, then by direct deposit – such as "ACH" or "Electronic Funds Transfer."

2 Please ask the Purchasing Office to adjust the single-transaction limit and, if necessary, the monthly credit limit on the identified City purchasing card.

3 Please ask the vendor to address invoices to be paid by purchasing card to the requisitioning department at P.O. Box 305, Franklin, TN 37065-0305.

4 If the vendor has not done business with the City within the last two (2) years, please ask the vendor to complete the City's Vendor Information Form and IRS Form W-9 (both forms available at Inside the City > Finance > Shared Documents > Finance (Payroll and AP) > Accounts Payable) and to return them to the Purchasing Office.

5 Please ask the vendor to address invoices other than those to be paid by purchasing card to: City of Franklin Accounts Payable, P.O. Box 295, Franklin, TN 37065-0295.

P.O. Box 685
Franklin, Tennessee 37065

CIVIL CONSTRUCTORS

Telephone (615) 236-9000
Fax (615) 236-9001

BUDGET PROPOSAL:

VIA:	Email (paul.holzen@franklintn.gov)
TO:	City of Franklin
ATTN:	Paul Holzen
DATE:	June 3, 2021
RE:	Robinson Dam Emergency Repair Budget
FROM:	Todd Ketner

Civil Constructors, LLC is pleased to offer the following budget for the site work involved with the above referenced project. This bid proposal is based on the concept plans by the City of Franklin Engineering Department dated May 27, 2021. This is an order of magnitude budget for your convenience, work to be performed on a time and material basis under an emergency purchase order.

For the Sum of:	**$236,712.00**	, of which
LAYOUT & MOBILIZATION:	$11,854.00	
EROSION CONTROL:	$124,463.00	
CLEARING & DEMOLITION:	$19,890.00	
EXCAVATION:	$48,079.00	
SIPHON INSTALLATION & START-UP:	$32,426.00	

We have Included the following:

- Layout and mobilization includes staking of excavation and mobilization of equipment.
- Erosion control includes sediment tubes, silt fence with wire backing, permanent check dam, enhanced rock check dams, permanent seeding of disturbed area, erosion control matting on slopes (not covered by rip rap), rip rap channel protection including fabric and #2 stone layer.
- Clearing & demolition includes removal of existing fence, removal of existing pond outlet pipe (if encountered), removal of existing drainage structure, and clearing and grubbing within limits of disturbance. Cleared trees and brush to be piled on-site for removal/grinding by others.
  Excavation includes topsoil stripping and stockpiling in area of new channel only and soil excavation to achieve channel grades shown on plans. All cut material to be stockpiled in location shown on plan.
- Siphons include all pipe, fittings, valves shown on the plans along with the pump and manpower to "start-up" the siphons. City of Franklin employees to assume maintance of siphons following start up.

We have Excluded the following Items:

- Performance and payment bond. Add 1% of contract value for inclusion.
- Undercutting of unsuitable materials.
- Relocation of any existing utilities or underground piping.
- Traffic control.
- Rock excavation.
- Temporary site fencing.
- Final as-built surveys.
- Permit fees.
- Costs associated with soils testing or monitoring.
- Any other item not specifically noted as included.

T&M Rates	RATE	U.M.
LOADER, MEDIUM (200/924/926)	$111.00	HR
LOADER, LARGE (380)	$122.00	HR
TRACK LOADER (963)	$169.00	HR
DOZER, SMALL (D4/D5)	$117.00	HR
DOZER, MEDIUM (D6N/D61)	$132.00	HR
DOZER, LARGE (D6T)	$152.00	HR
DOZER, X-LARGE (D8)	$233.00	HR
EXCAVATOR, MINI (305/308)	$96.00	HR
EXCAVATOR, MEDIUM (312/210/240/320/324/323/326)	$131.00	HR
EXCAVATOR, LARGE (290/329/336/360)	$178.00	HR
EXCAVATOR, X-LARGE (349/490)	$213.00	HR
HOE RAM, MINI	$121.00	HR
HOE RAM / DRUM CUTTER, MEDIUM (320/324/326)	$176.00	HR
HOE RAM / DRUM CUTTER, LARGE (336/390)	$221.00	HR
OFF-ROAD DUMP TRUCK, MEDIUM (730)	$135.00	HR
OFF-ROAD DUMP TRUCK, LARGE (400/740)	$166.00	HR
DUMP TRUCK	$108.00	HR
LOWBOY TRACTOR & TRAILER	$139.00	HR
SKID STEER LOADER (TL12/220/226/246/279/289/650)	$100.00	HR
SURVEY EQUIPMENT (NO LABOR)	$15.00	HR
GENERAL SUPERINTENDENT (301)	$99.00	HR
FOREMAN / SURVEYOR (FORE)	$88.00	HR
PROJECT MANAGER (ADMIN)	$89.00	HR
EQUIPMENT OPERATOR (191/201/2210	$57.00	HR
PIPELAYER/SKILLED LABORER (171/181)	$46.00	HR
LABORER (91/92)	$37.00	HR
TEMPORARY FACILITIES	$125.00	WEEK
SEDIMENT TUBE	$5.60	LF
WIRE BACK SILT FENCE	$3.60	LF
RIP RAP	$21.00	TON
#67 STONE	$21.00	TON
#2 STONE	$21.00	TON
FILTER FABRIC	$1.30	SY
STABILIZAITON - SEED/STRAW	$1,645.00	ACRE
STABILIZAITON - FABRIC	$3.00	SY
6" PVC PIPING	$11.00	LF
6" PVC FITTINGS	$116.00	EA
3" BALL VALVE	$470.00	EA
6" BALL VALVE	$2,160.00	EA
6" BACKFLOW	$240.00	EA
DUMP FEES	$60.00	LOAD

INDEX OF SHEETS

CITY OF FRANKLIN	YEAR	SHEET NO.
	5/27/2021	1

CITY OF FRANKLIN, TN
ROBINSON LAKE EMERGENCY DAM WORK

ROBINSON LAKE EMERGENCY DAM WORK				
FOOTNOTE(S)	**ITEM NO.**	**ITEM DESCRIPTION**	**UNIT**	**EST. QTY.**
		ROADWAY & TRAFFIC SIGNAL ITEMS		
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1
1	201-01	CLEARING AND GRUBBING	LS	1
2	202-02.01	REMOVAL OF PIPE (POSSIBLE DISCHARGE PIPE)	ALLOW	1
	202-04.01	REMOVAL OF STRUCTURE (3.7' DIAMETER CONCRETE CYLINDER DEPTH	LS	1
3	203-01	EARTHWORK	LS	1
	740-11.03	TEMPORARY SEDIMENT TUBE (18 INCH)	L.F.	46
	209-08.02	TEMPORARY SILT FENCE (WITH BACKING) (SILT FENCE TO REMAIN)	L.F.	451
4	303-10.01	MINERAL AGGREGATE (SIZE 57)	TONS	5
	303-10.02	MINERAL AGGREGATE (SIZE 2)	TON	366
	707-06.01	REMOVAL OF FENCE(4' WOVEN WIRE FENCE)	L.F.	270
5	709-05.06	MACHINED RIP-RAP(CLASS A-1)	TON	1,543
6	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	1,254
	740-11.03	TEMPORARY SEDIMENT TUBE (18-IN)	L.F.	800
	801-01	SEEDING (WITH MULCH)	UNIT	63
	805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	5,863
7	S1	6" SCH 40 SIPHON (TO BE ANCHORED, BARRIED OR COMBINATION)	L.S.	1

FOOTNOTE(S)

1 CLEARING AND GRUBBING INCLUDES APPROXIAMTLY 0.57AC OF WOODED AREA. ALL TREES AND BRUSH CAN REMAIN ONSITE.

2 PROVIDE AN ALLOWANCE FOR THE REMOVAL OF THE POSSIBLE DISCHARGE PIPE. FINAL COST TBD BASED ON TIME AND MATERIAL.

3 CHANNEL EXCAVATON INCLUDES 1781.81 CY OF CUT (SURFACE TO SURFACE) AND AN ADDITIONAL 1,009.44 CY TO SUBGRADE OF RIP-RAP. **TOTAL CUT EXCAVATION IS EST. TO BE 2,786 C.Y.** ALL MATERIAL WILL REMAIN ONSITE AT THE DESIGNATED STOCK PILE LOCATION.

4 TO BE USED WITH ENHANCED ROCK CHECK DAM

5 16 TONS TO BE USED WITH ROCK CHECK DAM; 64 TONS TO BE USED WITH ENHANCED ROCK CHECK DAM; 1,463 TONS TO BE USED WITH OUTLET DISAPPATION

6 TO BE USED WITH ROCK CHECK DAMS AND OUTLET PROTECTION

7 APPROXIAMTLY 350 LF, CONTRACTOR TO BUILD AND START THE SIPHON. SIPHON WILL BE OPERATED BY CITY OF

811

Know what's **below.**
Call before you dig.

PROPOSALS MAY BE REJECTED BY THE CITY OF FRANKLIN IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISION CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT

CITY OF FRANKLIN ENGINEERING DEPARTMENT

PAUL P. HOLZEN P.E.
DIRECTOR OF ENGINEERING

UTILITY OWNERS

MIDDLE TN ELECTRIC MEMBERSHIP CORP
2156 EDWARD CURD LANE
FRANKLIN, TN 37064
ATTN: GARY OSBURN
PH (615) 595–4677

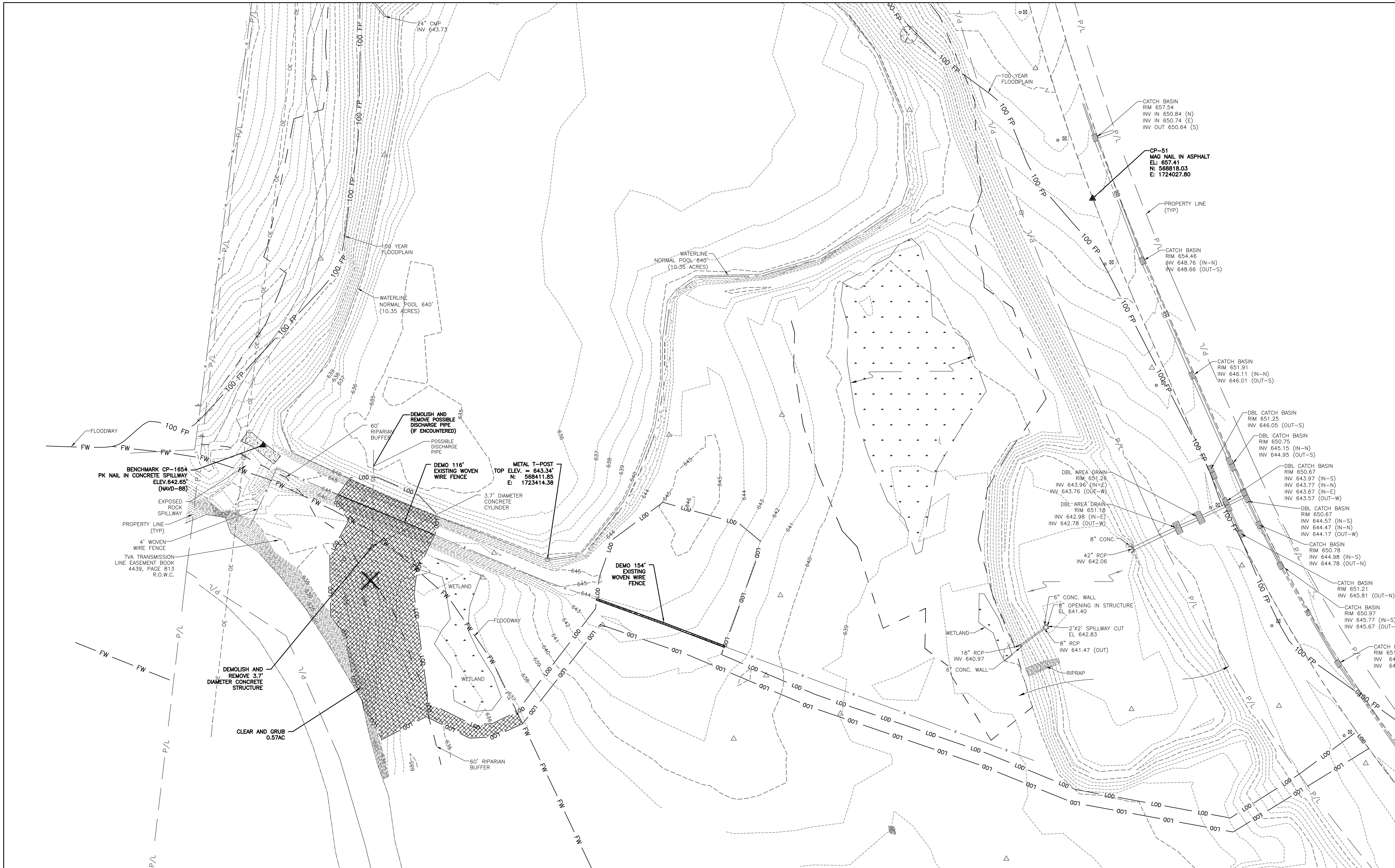
ATMOS ENERGY
810 CRESCENT CENTRE DRIVE
SUITE 600
FRANKLIN, TN 37067
ATTN: ROBERT ARNOLD
PH (615) 771–8311

COMCAST CABLE COMMUNICATIONS
660 MAINSTREAM DRIVE
NASHVILLE, TN 37228
ATTN: GARY MCKINNEY
PH (615) 244–7462 EXT 1115621

CITY OF FRANKLIN
405 HILLSBORO ROAD
FRANKLIN, TN 37064
ATTN: MARK HILTY
PH (615) 794–5947

AT&T
333 COMMERCE STREET
23RD FLOOR
NASHVILLE TN 37201
ATTN: LANCE GIFFORD
615–214–7304

CITY OF FRANKLIN FIBER OPTICS
109 3RD AVE SOUTH
FRANKLIN, TN 37064
ATTN: MIKE PROCTOR
615–289–1036



DEMOLITION LEGEND

(crosshatch)	DEMO/REMOVE
X	DEMO/REMOVE

0 25 50 100

N

REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

ROBINSON LAKE EMERGENCY DAM WORK EXISTING / DEMO PLAN

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 2 OF 6

DEMOLITION LEGEND

DEMO/REMOVE

DEMO/REMOVE

0 25 50 100

N

REVISION RECORD

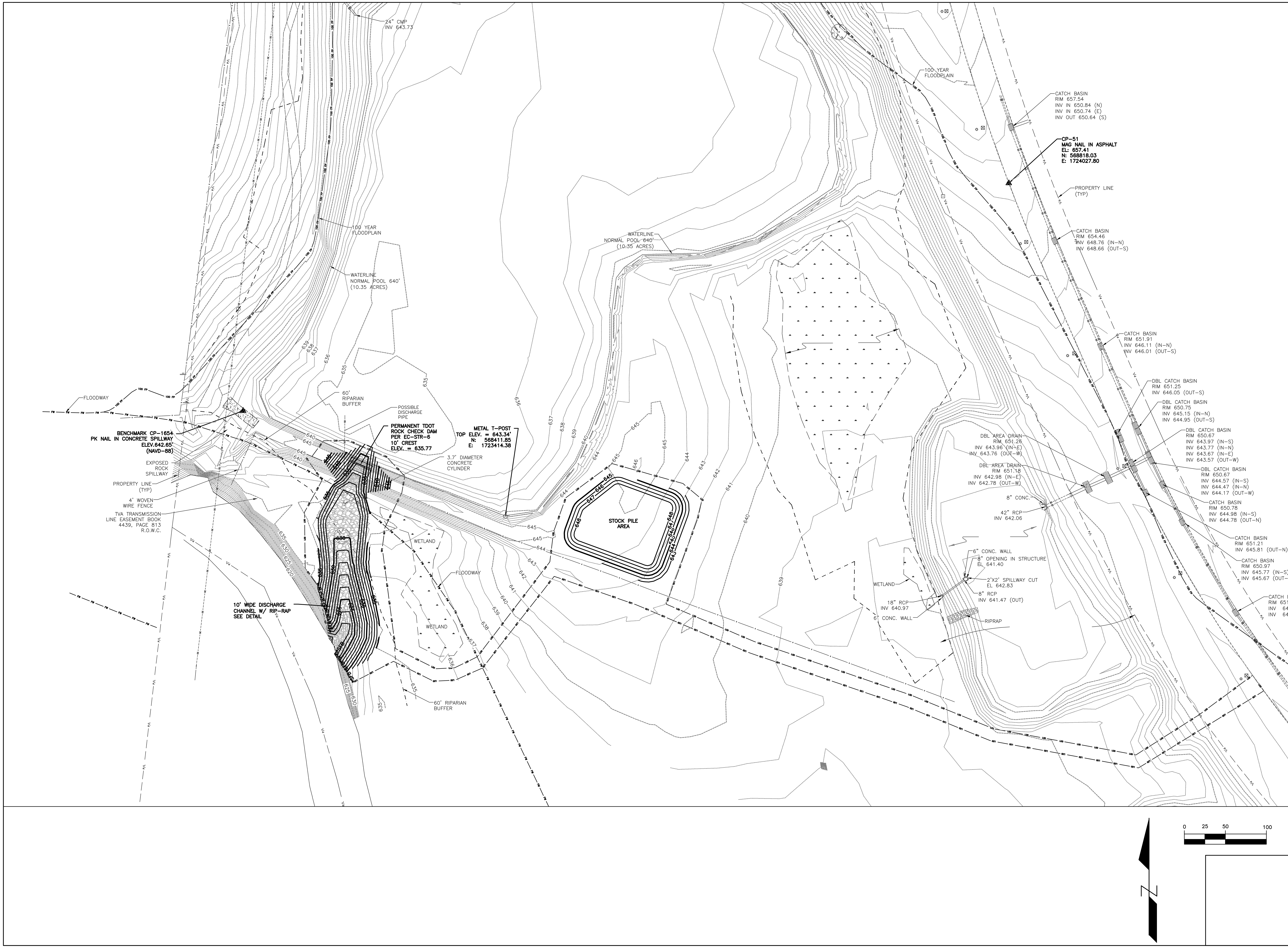
NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

ROBINSON LAKE
EMERGENCY DAM WORK
EXISTING / DEMO PLAN

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 2 OF 6



REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN

ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

ROBINSON LAKE EMERGENCY DAM WORK GRADING PLAN

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 3 OF 6

REVISION RECORD

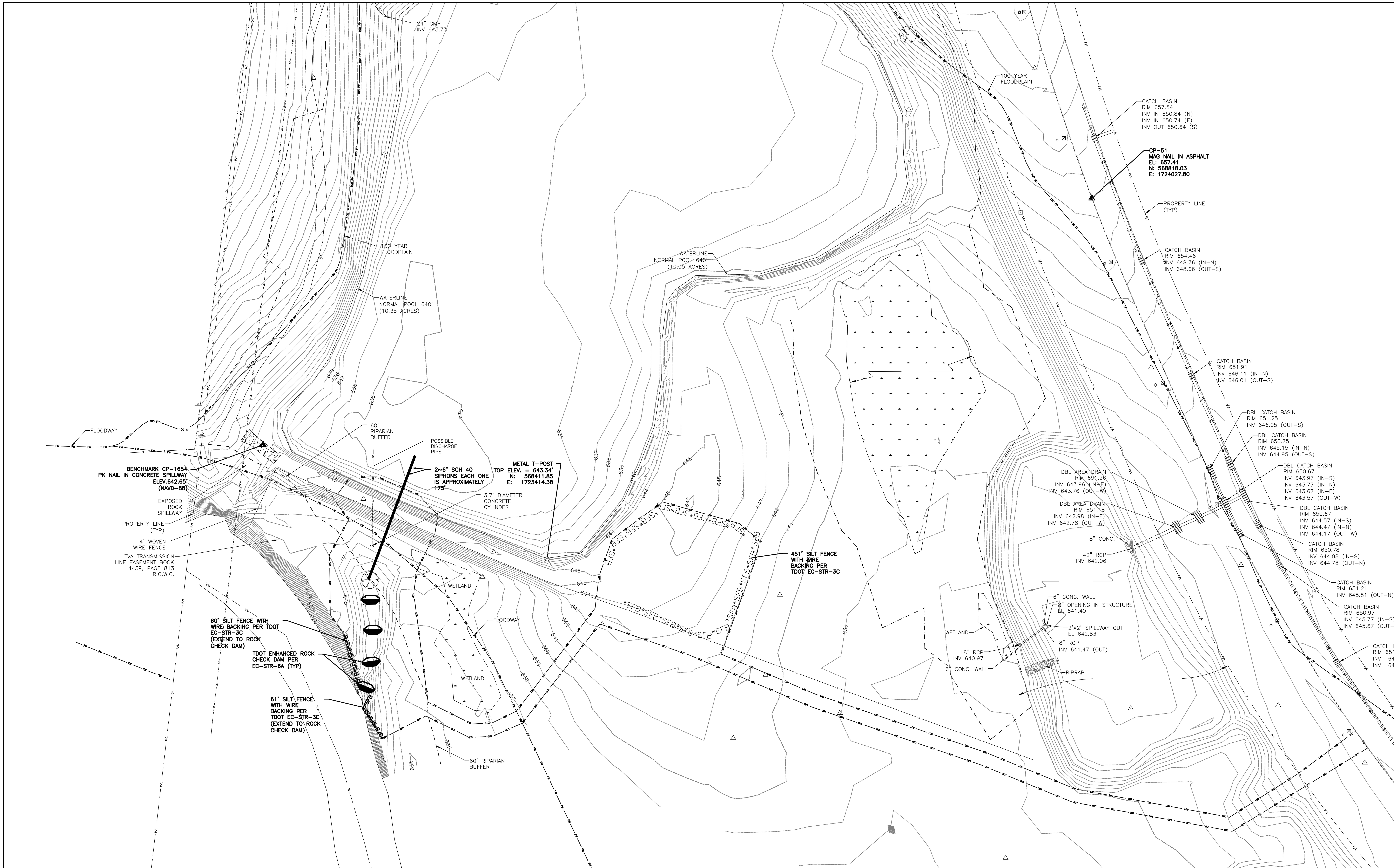
NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

ROBINSON LAKE EMERGENCY DAM WORK GRADING PLAN

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 3 OF 6



REVISION RECORD

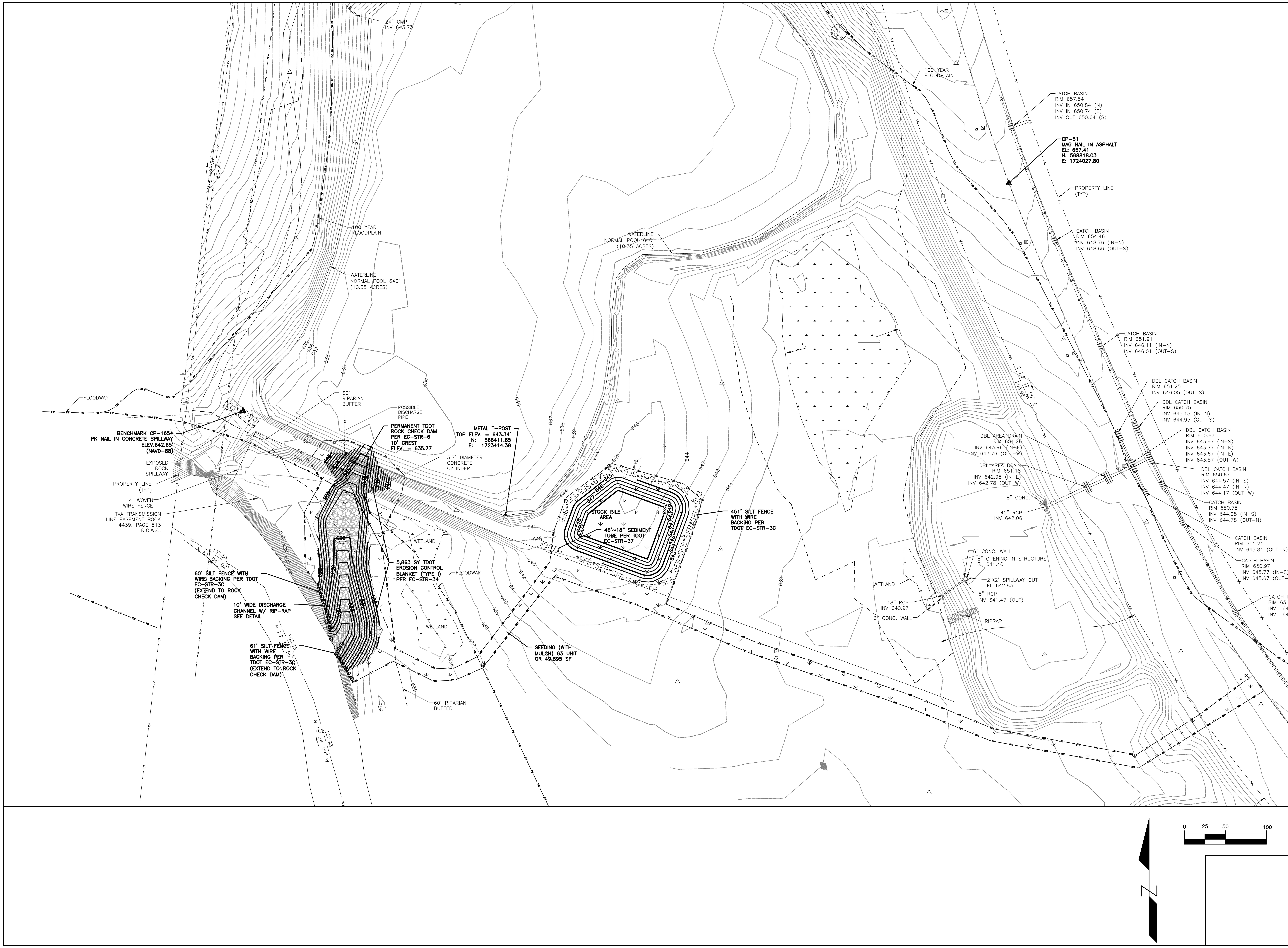
NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

ROBINSON LAKE EMERGENCY DAM WORK EPSC PH1

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 4 OF 6



CITY OF FRANKLIN, TN

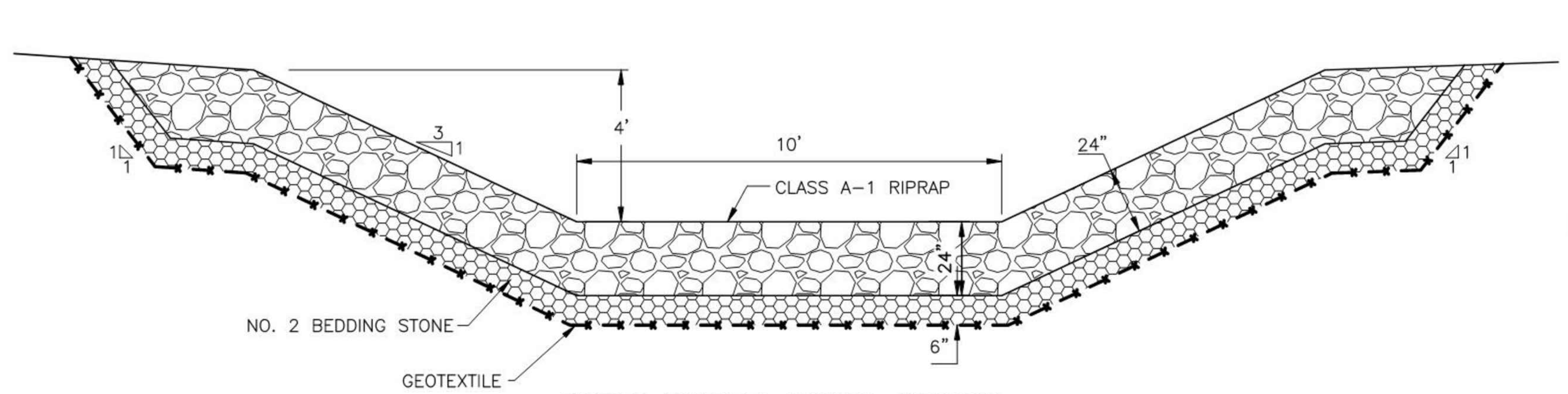
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

REVISION RECORD		
NO	DATE	DESCRIPTION

ROBINSON LAKE EMERGENCY DAM WORK EPSC PH2

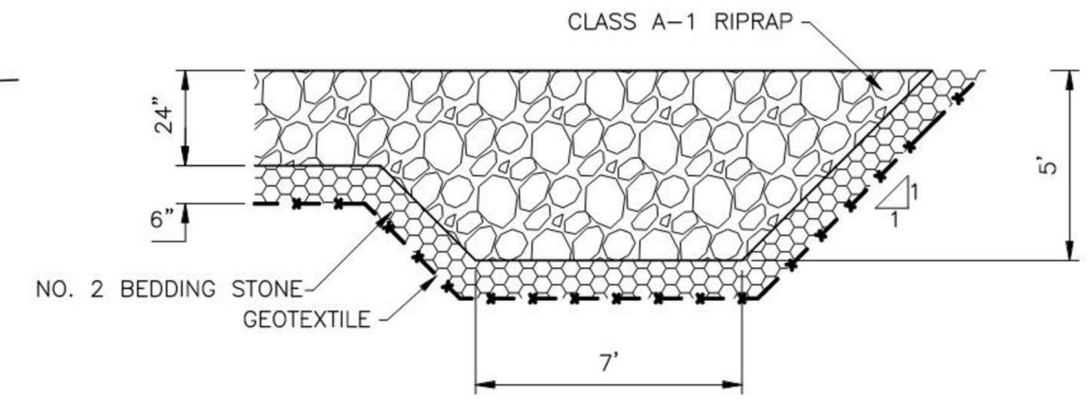
DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 5 OF 6



RIPRAP CHANNEL TYPICAL SECTION

DETAIL E
NTS



RIPRAP TIE-IN WITH EXISTING DOWNSTREAM GRADES

DETAIL F
NTS

TYPICAL TEMPORARY SIPHON INSTALLATION DETAIL

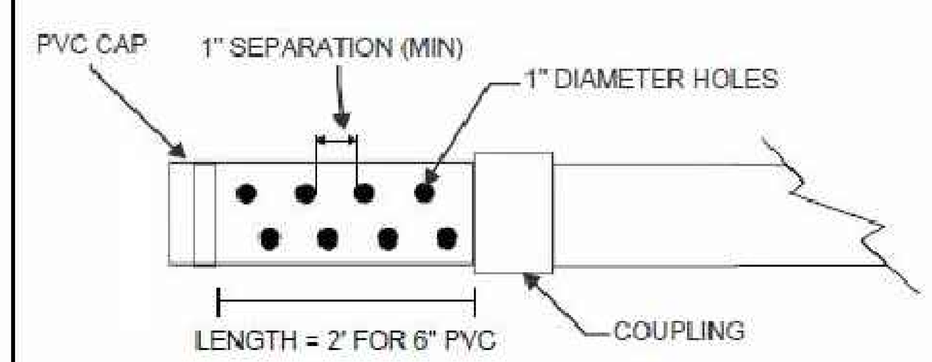
NOTES:

1. IF REQUIRED, USE STAKES OR ROPES TO SECURE PIPE.
2. FOR EXPEDIENCE, USE 1.5" TO 2.0" DIAMETER PUMP TO PRIME SIPHON.
3. DOWNSTREAM LEG SHALL NOT EXCEED 20 VERTICAL FEET.
4. THE MAXIMUM LIFT IS 20' FOR MOST SCENARIOS NEAR SEA LEVEL.
5. ALL JOINTS TO BE SOLVENT WELDED
6. PRIME SIPHON BY CLOSING DOWNSTREAM VALVE, OPEN 3-INCH BALL VALVE AT TEE (ON TOP OF DAM) AND FILL PIPE WITH WATER, CLOSE THE BALL VALVE (CREATING AN AIRTIGHT PIPE) AND OPEN DOWNSTREAM VALVE.
7. 22.5-DEGREE ELBOWS APPLICABLE FOR MOST SLOPE SCENARIOS, 45-DEGREE ELBOWS MAY BE USED AS NEEDED FOR STEEPER SLOPES
8. 6-INCH DIAMETER STRAINER REQUIRES 54 HOLES EVENLY SPACED OVER TOP HALF OF STRAINER

ITEM	DESCRIPTION
A	____FT OF PIPE
B	22.5-DEGREE ELBOW
C	____FT OF PIPE
D	22.5-DEGREE ELBOW
E	____FT OF PIPE
F	____FT OF PIPE
G	22.5-DEGREE ELBOW
H	____FT OF PIPE
I	22.5-DEGREE ELBOW
J	____FT OF PIPE

ALL PIPE AND FITTINGS ARE SHOWN AS 6-INCH DIAMETER SCHEDULE 40 PVC (OTHER PIPE DIAMETERS SIMILAR).

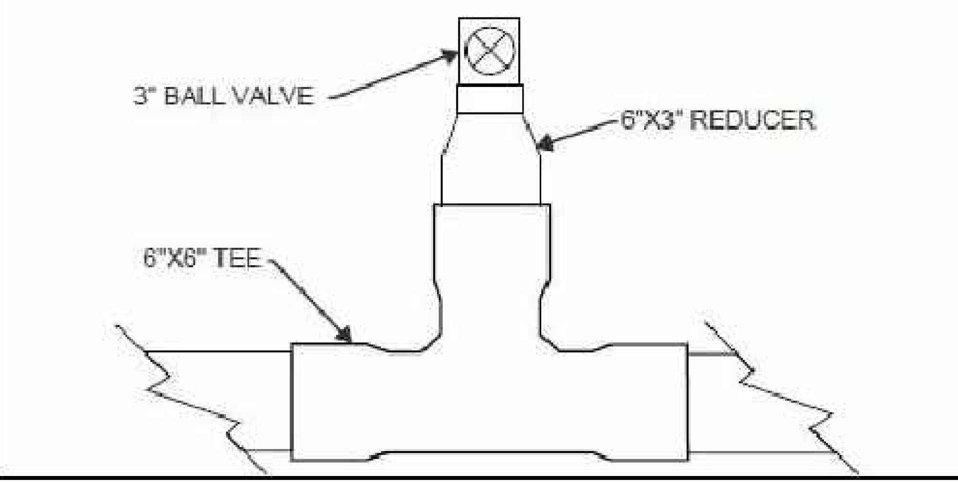
STRAINER DETAIL

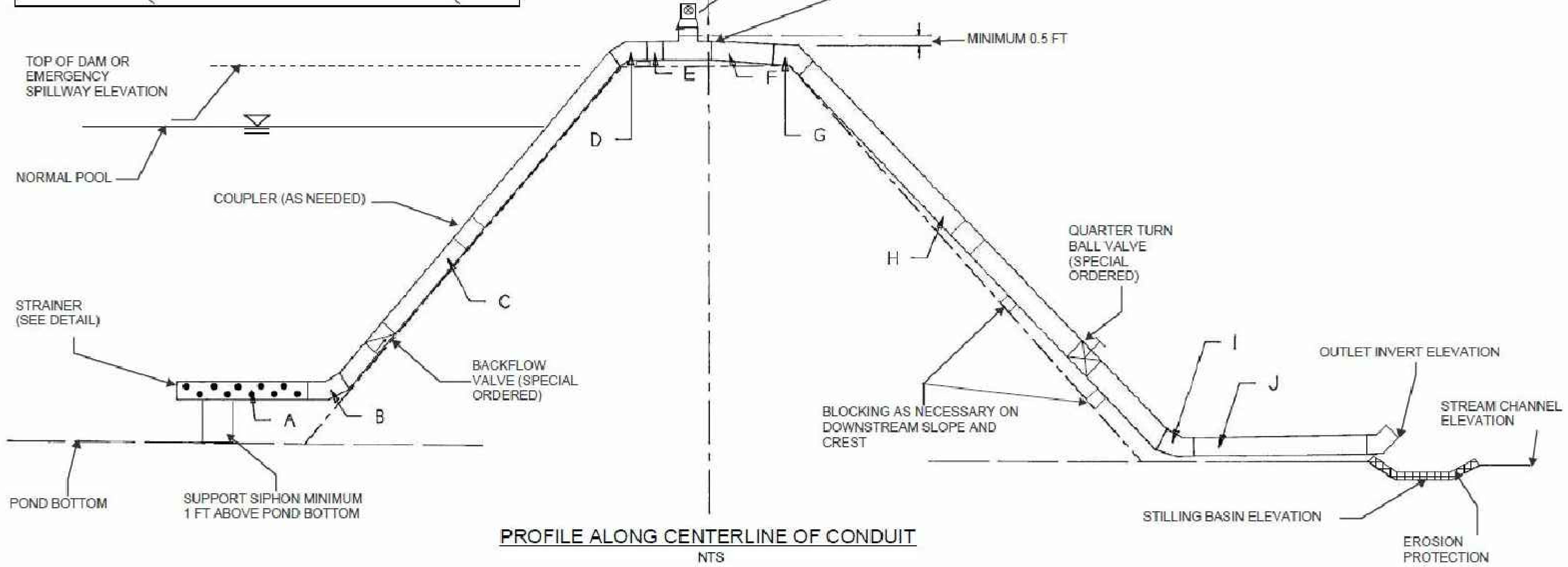


Pipe Diameter (in)	Required Hole Diameter (in)
6	1
8	1.5
10	2
12	2.5
18	3.5

PVC CAP SHALL ALSO BE ADAPTED WITH HOLES
STRAINER LENGTH VARIES WITH HOLE SIZE

TEE DETAIL





PROFILE ALONG CENTERLINE OF CONDUIT
NTS

REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

ROBINSON LAKE
EMERGENCY DAM WORK
DETAILS

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 6 OF 6

City of Franklin

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

File #: 21-01916

DATE: May 5, 2021

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of Contract No. 2020-0108 Between The City Of Franklin And Community Housing Partnership Association For The Receipt of $50,000 in Community Development Block Grant Funds (CBDO) As Reimbursement For Costs Associated With Construction Of Single-Family Homes That Benefit Low To Moderate Income Residents.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) to consider a contract with Community Housing Partnership for the construction of a residential structure that will benefit a low to moderate income resident of the City of Franklin, TN.

BACKGROUND/STAFF COMMENTS:

The Board Of Mayor and Aldermen (BOMA) encourages and supports the production of affordable and workforce housing throughout the City of Franklin, as well as, the mission of The Housing Commission to support partnerships toward producing these homes. The BOMA approved Resolution #2020-30 declaring the City owned vacant lot located at the corner of 427 Granbury Street and 409 Natchez Street to be surplus property, abandoning this property and declaring a public purpose for the property.

The City put forth a Request for Proposals to build a Twenty-Year (20) deed-restricted affordable home on this vacant surplus property. The City received only one proposal which was from Community Housing Partnership. The BOMA approved Contract #2021-0006 awarding the property to Community Housing Partnership and providing $50,000 of support towards the development of the home.

Low to moderate income is defined as households with incomes equal to or less than 80% of median family income as defined by the Nashville-Davidson-Murfreesboro-Franklin, TN HUD Metro Area. The income limits summary is updated annually by the Department of Housing & Urban Development.

FINANCIAL IMPACT:

The cost of this project will be supported by the Community Development Block Grant (CDBG) that the City has received. These funds are from the 2020-2021 award which totaled $353,910.00. Of this amount the City has allocated funding $100,000 toward the construction of new, deed restricted, affordable homes within the City of Franklin. Per the proposed contract, $50,000 of CDBG funds would be allocated to this project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Contract No. 2020-0108.

CONTRACT BETWEEN THE CITY OF FRANKLIN AND COMMUNITY HOUSING PARTNERSHIP FOR THE RECEIPT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AS REIMBURSEMENT FOR COSTS ASSOCIATED WITH CONSTRUCTION OF SINGLE-FAMILY HOMES THAT BENEFIT LOW TO MODERATE INCOME RESIDENTS
(COF Contract No. 2020-0108)

This Contract is by and between the City of Franklin, (hereinafter "CITY") and Community Housing Partnership (hereinafter called "ORGANIZATION").

WITNESSETH:

WHEREAS, CITY is eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program; and

WHEREAS, CITY has identified a need to fund a Community Based Development Organization (CBDO) Program; and

WHEREAS, ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development (HUD) and has met the certification requirements of becoming a CBDO.

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

ORGANIZATION will carry out activities necessary for acquisition of vacant land, rehabilitation and resale, new construction, or conversion of a nonresidential to a residential structure for low to moderate income occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less that 80% of median family income for the Metropolitan Statistical Area.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. **A United States Department of Housing and Urban Development (HUD) Environmental Review Report will be required.**

SECTION 2 - RESPONSIBILITIES OF PARTIES

A. ORGANIZATION will perform the duties described above and take other actions necessary to accomplish the spirit of this Contract.

B. ORGANIZATION will submit regular reports (not less often than quarterly) as directed by CITY detailing the progress of their project.

C. At the request of CITY, ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

D. CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

ORGANIZATION will receive **Fifty Thousand and No/100 Dollars ($50,000.00)** for the services outlined above from the approved Community Development Block Grant program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start upon execution of this Contract and shall be completed within twenty-four (24) months of the execution of this Contract.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

A. CITY shall reimburse ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. CITY has the option of inspecting the completed work prior to making any payments.

B. Invoices may be submitted while the project is in progress as work is performed. CITY may choose to reimburse the organization for incremental expenses incurred as work is completed and inspected for satisfactory progress.

C. Final payment will be subject to receipt of a final report that is satisfactory to CITY.

SECTION 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

Kathleen L. Sauseda
City of Franklin – City Hall
109 3rd Avenue South
Franklin, TN 37064

Community Housing Partnership
129 W. Fowlkes Street, Suite 128
Franklin, TN 37064-3562

SECTION 7 - PROGRAM PROCEEDS

ORGANIZATION is acting as a CBDO and not as a subrecipient under the terms of this agreement. Revenues generated by activities undertaken by ORGANIZATION with funds provided through this agreement are not considered to be program income. CITY does require ORGANIZATION to use program proceeds to continue ORGANIZATION'S mission of providing affordable housing. Toward that end, CITY requires ORGANIZATION to submit a written statement within thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Any real property under ORGANIZATION's control that was acquired or improved in whole or in part with program funds in excess of $25,000.00 shall be either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement; or (ii) not used in accordance with the above paragraph (i) of this section, in which event ORGANIZATION shall pay to the City of Franklin an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property.

SECTION 9 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract, including, but not limited to Federal Code 2 CFR 200.318, 2 CFR 200.326, and 2 CFR 200.318 (c)(1).

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all administrative requirements in OMB Circulars A-110 and A-122.

ii. CITY hereby notifies ORGANIZATION that a single audit is required for non-profit agencies receiving $300,000.00 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

ORGANIZATION shall comply with CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither CITY nor ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

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

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

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby, and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

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

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, CITY shall not be responsible for sales or use taxes incurred for products or services. CITY shall supply ORGANIZATION with its Sales and Use Tax Exemption Certificate upon ORGANIZATION's request. ORGANIZATION shall bear the burden of providing its suppliers with a copy of CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party.

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

SECTION 10 – SIGNATURES

THE CITY OF FRANKLIN

By: ________________________ **Date:** ________________________
Dr. Ken Moore
Mayor

Attest:

________________________ **Date:** ________________________
Eric S. Stuckey
City Administrator

Approved as to Form:

____
William E. Squires
Assistant City Attorney

Community Housing Partnership:

By: ________________________ **Date:** 5/11/21
Its: CEO

Law Dept. approved 05.06.21

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

File #: 21-02118

DATE: June 8, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Mark Hilty, Asst. City Administrator Public Works
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Draft Resolution 2021-108, A Resolution Authorizing The Issuance, Sale And Payment Of Not To Exceed $22,000,000 In Aggregate Principal Amount Of Water And Sewer Revenue Bonds Of The City Of Franklin, Tennessee For The Purpose Of Funding, In Part, The Expansion And Upgrade Of The City's Wastewater Treatment Plant.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Draft Resolution 2021-108, A Resolution Authorizing the Issuance, Sale and Payment of Not to Exceed $22,000,000 in Aggregate Principal Amount of Water & Sewer Revenue Bonds of the City of Franklin, Tennessee, to fund, in part, the expansion and upgrade of the City's Wastewater Treatment Plant.

BACKGROUND/STAFF COMMENTS:

The City is beginning the final year of a multiyear capital project to upgrade and expand its Wastewater Treatment Plant. The $152 million project was anticipated to be funded with $132 of long term debt and $20 million of Water & Sewer Utility Fund cash. In 2017, the State of Tennessee approved three low interest State Revolving Fund Loans to this project totaling $100 million. The City then applied for an additional $32 million of SRF funding. In May 2021, SRF staff advised that they will recommend an additional $10 million of borrowing for this project in fall 2021. Resolution 2021-108 will allow for funding of the remaining $22 million of debt from a public offering Water & Sewer Revenue Bond to be issued in summer 2021. City staff advises that the project remains within budget of $152 million and will be complete in early summer 2022.

FINANCIAL IMPACT:

Interest and principal for the proposed 2021 Water & Sewer Revenue Bonds will be paid from net revenues of the Water & Sewer Utility Fund. Staff will recommend to the Board of Mayor and Alderman rates which will be sufficient to pay operating expenses and long term debt service of the utility in accordance with covenants of both the SRF program and the Water & Sewer Revenue credit.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-108.

RESOLUTION 2021-108

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF UP TO $22,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF FRANKLIN, TENNESSEE AND MAKING PROVISION FOR THE OPERATION OF THE SYSTEM AND THE COLLECTION AND DISPOSITION OF ITS REVENUES.

BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, as follows:

1. Authority; Findings.

a. The City of Franklin, Tennessee (the "City") is a lawfully organized and existing municipal corporation that owns and operates a water and sewer system (the "System").

b. The City is authorized by Sections 7-34-101 et seq., Tennessee Code Annotated, to issue bonds and use the proceeds thereof to finance capital improvements to the System.

c. The Board of Mayor and Aldermen of the City finds that it is advisable to finance certain improvements and extensions to the System.

d. The City has issued and presently has outstanding its Water and Sewer System Revenue Bonds, Series 2017, dated February 16, 2017 (the "Outstanding Parity Lien Bonds"), payable solely from and secured by a lien on the Net Revenues of the System, subject to prior pledges of said Net Revenues in favor of Prior Lien Obligations. The Outstanding Parity Lien Bonds were issued pursuant to a resolution of the Board of Mayor and Aldermen of the City adopted on December 13, 2016 (the "Master Resolution").

e. The City also presently has outstanding the following State Revolving Fund loan agreements with the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority ("TLDA"): (1) 2009 Clean Water SRF Loan, (2) 2009 Drinking Water SRF Loan, (3) CG2 2016-367, (4) SRF 2016-374, (5) CG5 2017-375, (6) SRF 2017-376 and (7) SRF 2017-398 (collectively, the "Outstanding SRF Loan Agreements"). In addition to the Outstanding SRF Loan Agreements, the City has applied for a future State Revolving Fund loan agreement for which the City is anticipating receiving approval (the "Future SRF Loan Agreement" and, together with the Outstanding SRF Loan Agreements, the "SRF Loan Agreements").

f. Although the Outstanding Parity Lien Bonds were issued on a parity basis with certain of the Outstanding SRF Loan Agreements, the City requested on June 15, 2021 that the TLDA subordinate the lien of all of the SRF Loan Agreements to that of the Outstanding Parity Lien Bonds and the Series 2021 Bonds (as defined and authorized herein). The TLDA approved such subordination request.

g. The Series 2021 Bonds will be issued on parity with the Outstanding Parity Lien Bonds under the terms, conditions and authority of the Master Resolution. The lien of the SRF Loan Agreements on Net Revenues will be subordinate to the lien of the Outstanding Parity Lien Bonds and the Series 2021 Bonds. As provided in the Master Resolution and herein, the lien of the Bonds is subject to the prior pledge of Net Revenues in favor of the Prior Lien Obligations.

h. The City has adopted a debt management policy, as required by the State Funding Board of the State of Tennessee. The Governing Body hereby finds that the issuance and sale of the Series 2021 Bonds, as proposed herein, are consistent with the City's debt management policy. The Governing Body also hereby acknowledges receipt of all cost and other disclosures regarding the Series 2021 Bonds required by the debt management policy. Preliminary cost estimates are attached hereto as Exhibit B.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Master Resolution. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

a. "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the City or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

b. "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

c. "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

d. "Municipal Advisor" shall mean, with respect to the Series 2021 Bonds, PFM Financial Advisors LLC.

e. "Outstanding Parity Lien Bonds" shall have the meaning ascribed in Section 1 hereof and shall be included within the definition of "Parity Obligations" in the Master Resolution.

f. "Project Fund" means the 2021 Project Fund established herein.

g. "Projects" shall mean capital improvements to the System.

h. "Registration Agent" means the registration and paying agent to be determined by the Mayor, as registration and paying agent for the Series 2021 Bonds, or any successor designated by the Governing Body.

i. "Series 2021 Bonds" means not to exceed $22,000,000 in aggregate principal amount of water and sewer system revenue bonds, authorized to be issued by this Resolution.

The definition of "Parity Obligations" in the Master Resolution is hereby amended to delete reference to any SRF Loan Agreements.

3. Authorization and Terms of the Series 2021 Bonds.

a. General Terms. The Governing Body hereby authorizes the issuance of water and sewer system revenue bonds of the City in an aggregate principal amount up to $22,000,000.

1) The Series 2021 Bonds shall be issued to:

a) finance the costs of the Projects, which may include interest on the Series 2021 Bonds during construction of the Projects and up to six months thereafter; and

b) pay bond issuance costs.

2) The bonds shall be known as "Water and Sewer System Revenue Bonds, Series 2021" or such other name as may be selected by the Mayor.

3) The Series 2021 Bonds shall be dated the date of their delivery.

4) The Series 2021 Bonds shall bear interest payable semi-annually on each February 1 and August 1, commencing February 1, 2022, at rates not to exceed the maximum rate permitted under applicable law.

5) Subject to adjustment as permitted in Section 6 below, principal on the Series 2021 Bonds shall be payable annually on the first day of February, commencing February 1, 2023 and ending no later than February 1, 2042. The Mayor shall determine the actual schedule of principal amortization, in consultation with the Chief Financial Advisor and Municipal Advisor, subject to the provisions of Section 6 below.

b. Optional Redemption. The Series 2021 Bonds shall be subject to redemption on February 1, 2031, in whole or in part, at a redemption price of par plus accrued interest to the date of redemption. If less than all the Series 2021 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Series 2021 Bonds within a single maturity shall be called for redemption, the Series 2021 Bonds within the maturity to be redeemed shall be selected as follows:

1) if the Series 2021 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2021 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

2) if the Series 2021 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2021 Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

c. Mandatory Redemption. The Mayor is authorized to sell the Series 2021 Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all of the Series 2021 Bonds are sold as term bonds, the City shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts set forth herein for each redemption date, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be so redeemed shall be selected in the manner described in subsection (b) above. At its option, to be exercised on or before the 45th day next preceding any such mandatory redemption date, the City may (i) deliver to the Registration Agent for cancellation Series 2021 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2021 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2021 Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2021 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the 45th day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

d. Redemption Notices. Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the City not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Series 2021 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Series 2021 Bond registration records of the Registration Agent as of the date of the notice. Failure to mail such notice or any defect in any such notice so mailed shall not affect the sufficiency of the proceedings for redemption of any of the Series 2021 Bonds for which proper notice was given, and failure of any owner to receive such notice if properly given in the manner described above shall not affect the validity of the proceedings of the redemption of the Series 2021 Bonds held by such owner. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Series 2021 Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Series 2021 Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least 45 days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Series 2021 Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Series 2021 Bonds called for redemption and not so paid remain outstanding.

e. Registration of Bonds. The Series 2021 Bonds shall be issued in fully registered, book-entry form, without coupons. The Mayor is authorized to appoint the Registration Agent. The City hereby authorizes and directs the Registration Agent so appointed to maintain Series 2021 Bond registration records with respect to the Series 2021 Bonds, to authenticate and deliver the Series 2021 Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2021 Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2021 Bonds as provided herein, to cancel and destroy Series 2021 Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Series 2021 Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Series 2021 Bonds paid, Series 2021 Bonds outstanding and payments made with respect to interest on the Series 2021 Bonds. The Mayor is hereby authorized to execute and the City Administrator is hereby authorized to attest such written agreement between the City and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

f. Payment of Bonds. The Series 2021 Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2021 Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Series 2021 Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Series 2021 Bond registration records, without, except for final payment, the presentation or surrender of such registered Series 2021 Bonds, and all such payments shall discharge the obligations of the City in respect of such Series 2021 Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2021 Bonds shall be made upon presentation and surrender of such Series 2021 Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a 360-day year composed of twelve months of 30 days each. If requested by any registered owner of at least $1,000,000 in aggregate principal amount of the Series 2021 Bonds, payment of interest on such Series 2021 Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

g. Defaulted Interest. Any interest on any Series 2021 Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the City to the persons in whose names the Series 2021 Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2021 Bond and the date of the proposed payment, and at the same time the City shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than 15 nor less than ten days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, not less than ten days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Series 2021 Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2021 Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the City to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2021 Bonds when due.

h. Transfer and Exchange of Bonds. The Series 2021 Bonds shall be issued initially in $5,000 denominations or any integral multiple thereof as shall be requested by the original purchaser of the Series 2021 Bonds. The Series 2021 Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his or her legal representative duly authorized in writing, of the registered Series 2021 Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Series 2021 Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Series 2021 Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2021 Bond or the Series 2021 Bond to the assignee(s) in $5,000 denominations, or any integral multiple in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 2021 Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2021 Bond, nor to transfer or exchange any Series 2021 Bond after the publication of notice calling such Series 2021 Bond for redemption has been made, nor to transfer or exchange any Series 2021 Bond during the period following the receipt of instructions from the City to call such Series 2021 Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Series 2021 Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Series 2021 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2021 Bonds shall be overdue. The Series 2021 Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Series 2021 Bonds of the same maturity in any authorized denomination or denominations.

i. Execution of Bonds. The Series 2021 Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf of the City, by the Mayor and attested by the City Administrator.

j. Book-Entry Registration. Except as otherwise provided in this Resolution, the Series 2021 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2021 Bonds. References in this Section to a Series 2021 Bond or the Series 2021 Bonds shall be construed to mean the Series 2021 Bond or the Series 2021 Bonds that are held under the Book-Entry System. One Series 2021 Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Series 2021 Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Series 2021 Bonds. Beneficial ownership interests in the Series 2021 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Series 2021 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Series 2021 Bonds. Transfers of ownership interests in the Series 2021 Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE SERIES 2021 BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE SERIES 2021 BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL

OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2021 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Series 2021 Bonds, so long as DTC is the only owner of the Series 2021 Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the City (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The City and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Series 2021 Bonds or (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Series 2021 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series 2021 Bonds, the City shall discontinue the Book-Entry System with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Series 2021 Bonds in the form of fully registered Series 2021 Bonds to each Beneficial Owner.

THE CITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE SERIES 2021 BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2021 BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OR ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2021 BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 2021 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2021 Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Series 2021 Bonds and provision of notices with respect to Series 2021 Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interests of any of the owners of the Series 2021 Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

k. Authentication and Delivery. The Registration Agent is hereby authorized to authenticate and deliver the Series 2021 Bonds to the original purchaser of the Series 2021 Bonds, upon receipt by the City of the proceeds of the sale thereof and to authenticate and deliver Series 2021 Bonds in exchange for Series 2021 Bonds of the same principal amount delivered for transfer upon receipt of the Series 2021 Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Series 2021 Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Series 2021 Bond form.

l. Replacement Bonds. In case any Series 2021 Bond shall become mutilated, or be lost, stolen, or destroyed, the City, in its discretion, shall issue, and the Registration Agent, upon written direction from the City, shall authenticate and deliver, a new Series 2021 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2021 Bond, or in lieu of and in substitution for such lost, stolen or destroyed Series 2021 Bond, or if any such Series 2021 Bond shall have matured or shall be about to mature, instead of issuing a substituted Series 2021 Bond, the City may pay or authorize payment of such Series 2021 Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the City and the Registration Agent of the destruction, theft or loss of such Series 2021 Bond, and indemnity satisfactory to the City and the Registration Agent; and the City may charge the applicant for the issue of such new Series 2021 Bond an amount sufficient to reimburse the City for the expense incurred by it in the issue thereof.

4. Form of Series 2021 Bonds. The Series 2021 Bonds shall be in substantially the form attached hereto as Exhibit A. The form of the Series 2021 Bond set forth in Exhibit A hereof shall be conformed to reflect any changes made pursuant to Section 6.

5. Source of and Security for Payment. The Series 2021 Bonds shall be payable solely from and secured by a pledge of the Net Revenues on a parity and equality of lien with respect to such Net Revenues with the Outstanding Parity Lien Bonds, subject to prior liens of such Net Revenues in favor of the Prior Lien Obligations. The punctual payment of principal of and premium, if any, and interest on the Series 2021 Bonds shall be secured equally and ratably by the Net Revenues without priority by reason of series, number or time of sale or delivery. The Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due. The Series 2021 Bonds do not constitute a debt of the State of Tennessee, or any political subdivision thereof, or municipal corporation therein, other than the City, and no holder of the Series 2021 Bonds shall have recourse to the taxing power of any such entities.

6. Sale of the Series 2021 Bonds; Changes Authorized.

a. The Series 2021 Bonds shall be offered for competitive public sale, in one or more series, by the Mayor, in consultation with the Chief Financial Officer and Municipal Advisor, by physical delivery of bids or by electronic bidding by means of an Internet bidding service at a price of not less than ninety-nine percent (99%) of par, plus accrued interest.

b. The Mayor is authorized to award the Series 2021 Bonds to the bidder whose bid results in the lowest true interest cost to the City, provided the rate does not exceed the rate permitted by applicable Tennessee law. The award of the Series 2021 Bonds by the Mayor to the lowest bidder shall be binding on the City, and no further action of the Governing Body with respect thereto shall be required.

c. The Mayor and the City Administrator, or either of them, are authorized to cause the Series 2021 Bonds to be authenticated by the Registration Agent and delivered to the original purchaser of the Series 2021 Bonds, and to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Series 2021 Bonds, including certificates and agreements setting forth covenants of the City as required by the issuer of any bond insurance policy.

d. The Mayor is authorized to cause all or a portion of the Series 2021 Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the City, as he, in consultation with the Chief Financial Officer and Municipal Advisor, shall determine to be most advantageous to the City in the issuance and sale of the Series 2021 Bonds.

e. In connection with the sale of the Series 2021 Bonds, the Mayor, in consultation with the Chief Financial Officer and Municipal Advisor, is authorized to:

1) determine whether to reduce the principal amount of the Series 2021 Bonds below $22,000,000;

2) change principal and/or interest payment dates;

3) establish the principal amortization schedule for the Series 2021 Bonds, provided that the final maturity date shall not be later than twenty-two (22) years from the date of issuance of said bonds;

4) remove or adjust the optional redemption terms for the Series 2021 Bonds; and

5) establish any mandatory redemption terms of the Series 2021 Bonds.

f. The Mayor is hereby authorized to enter into a municipal advisory contract with the Municipal Advisor with respect to the Series 2021 Bonds and is further authorized to accept an engagement letter from Bass, Berry & Sims PLC to serve as bond counsel in connection with the Series 2021 Bonds. Such engagement letter from Bass, Berry & Sims PLC is attached hereto as Exhibit C.

7. Application of Proceeds of Series 2021 Bonds. The proceeds from the sale of the Series 2021 Bonds shall be immediately deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund hereby created and known as the 2021 Project Fund (the "Project Fund") to be kept separate and apart from all other funds of the City and the System. The funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and costs of issuance of the Series 2021 Bonds, including necessary legal,

Law Dept. approved 06.18.21

accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects and the issuance and sale of the Series 2021 Bonds. Moneys in the Project Fund shall be invested as directed by the Chief Financial Officer in such investments as shall be permitted by applicable law, and the earnings thereon shall be retained in the Project Fund and used for the same purposes as all other funds in the Project Fund or paid to the Bond Fund to be used to pay interest on the Series 2021 Bonds, as the Chief Financial Officer in her discretion shall determine. Any monies remaining after completion of the Projects shall be transferred to the Bond Fund.

8. Official Statement for the Series 2021 Bonds. To the extent required by Rule 15c2-12 of the Securities and Exchange Commission, the Mayor, Chief Financial Officer, City Administrator, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Series 2021 Bonds, the System and the City. The Mayor, Chief Financial Officer, City Administrator, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, Chief Financial Officer, City Administrator, or any of them, shall arrange for the delivery to the purchaser of a reasonable number of copies of the Official Statement within seven business days after the Series 2021 Bonds have been sold for delivery by the original purchaser to each potential investor requesting a copy of the Official Statement. The Mayor, Chief Financial Officer, City Administrator, or any of them, are authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the City except for the omission in the Preliminary Official Statement of such pricing and other information.

9. Continuing Disclosure for the Series 2021 Bonds. To the extent required by Rule 15c2-12 of the Securities and Exchange Commission, the Mayor is hereby authorized to enter into an agreement to provide annual financial information and notice of the occurrence or nonoccurrence of specified events to the holder of the Series 2021 Bonds. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2021 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specified performance.

10. Federal Tax Matters Related to the Series 2021 Bonds.

a. The Series 2021 Bonds are expected be issued as federally tax-exempt bonds. To that end, the City hereby covenants that it will not use, or permit the use of, any proceeds of the Series 2021 Bonds in a manner that would cause the Series 2021 Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". The City shall also comply with applicable regulations adopted under said Section 148. The City further covenants with the registered owners from time to time of the Series 2021 Bonds that it will, throughout the term of the Series 2021 Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Series 2021 Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

b. It is reasonably expected that the City will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Series 2021 Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

c. The Mayor, City Administrator and Chief Financial Officer, and any other official or employee of the City or System as directed by the Mayor, are authorized and directed, on behalf of the City, to execute and deliver all such certificates and documents that may be required of the City in order to comply with the provisions of this Section related to the issuance of the Series 2021 Bonds.

11. <u>Applicability of the Master Resolution</u>.

a. The Series 2021 Bonds shall be issued in compliance with the provisions of the Master Resolution so as to be on a parity of lien with respect to the Outstanding Parity Lien Bonds, and when duly delivered, shall constitute a series of Bonds delivered under authority of the Master Resolution. As long as any of the Series 2021 Bonds remain outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of all of the Bonds, as provided in Section 16 of the Master Resolution, the provisions of Sections 2 (Definitions), 11 (Prohibition of Prior Lien; Parity Obligations; Subordinate Lien Bonds), 12 (Funds, Accounts and Subaccounts; Application of Revenues), 13 (Covenants Regarding the Operation of the System), 14 (Resolution a Contract), 15 (Remedies of Bond Owners), 16 (Discharge and Satisfaction of Bonds) and 17 (Modification of Resolution) of the Master Resolution, as amended, shall be equally applicable to any Outstanding Parity Lien Bonds and the Series 2021 Bonds and shall inure to the benefit of the owners thereof.

b. All references to "Bondholders" or "Owners" in the aforesaid Sections shall be deemed to include owners of the Series 2021 Bonds, and all references to the Bonds contained in those Sections shall be deemed to include the Series 2021 Bonds and shall be administered for the benefit of the owners of the Series 2021 Bonds.

c. The provisions of the Master Resolution are hereby amended and/or interpreted, as necessary, to provide for the subordination of the SRF Loan Agreements as described herein.

12. <u>Application of Revenues</u>. From and after the delivery of the Series 2021 Bonds hereunder, and as long as any of the Series 2021 Bonds shall be outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of all the Series 2021 Bonds as provided in Section 16 of the Master Resolution, as amended, the entire income and revenues of the System shall be

deposited in the Revenue Fund created by the Master Resolution and shall be used in all respects as provided in the Master Resolution; provided that any deposits to the Bond Fund with respect to the Series 2021 Bonds shall, during the period immediately following the issuance thereof and prior to the first principal and interest payment dates therefor, be increased as necessary to cause the full amount of the first interest and principal payment to be accumulated prior to such first principal and interest payment dates.

13. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

14. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

(*signature page follows*)

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

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

EXHIBIT A

(Form of Series 2021 Bond)

REGISTERED Number ___ | REGISTERED $___________

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
CITY OF FRANKLIN
WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2021

Interest Rate:	Maturity Date:	Date of Bond:	CUSIP No.:
_______%	___________, ____	___________, ____	___________

Registered Owner: CEDE & CO.

Principal Amount: ________________________________ DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the City of Franklin, Tennessee, a municipal corporation lawfully organized and existing in Williamson County, Tennessee (the "City"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date, said interest being payable on _______________, and semi-annually thereafter on the first day of ___________ and ___________ in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of _________________, _________________, _______________, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the persons in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DEC. The Registration Agent is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution (as hereafter defined), pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the City and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the City nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the City may discontinue the book- entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the City nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

This Bond is one of a total authorized issue aggregating $___________ and issued by the City for the purpose of providing funds to finance capital improvements to the City's water and sewer system[; fund capitalized interest on the Bonds] and pay the costs of issuing the Bonds, under and in full compliance with the Act, and pursuant to a resolution duly adopted by the Board of Mayor and Aldermen of the City at a regular meeting held on July 13, 2021 (the "Resolution"). The Resolution supplements the Master Resolution adopted on December 13, 2016 (the "Master Resolution"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them by the Master Resolution.

This Bond is payable solely from and secured by a pledge of Net Revenues (as defined in the Resolution) of the System, on a parity of lien with respect to such Net Revenues with the Water and Sewer System Revenue Bonds, Series 2017, dated February 16, 2017 (the "Outstanding Parity Lien Bonds"), subject to prior liens of such Net Revenues in favor of the City's outstanding Sewer and Water Revenue and Tax Refunding Bonds, Series 2005, dated March 30, 2005, and its outstanding Sewer and Water Revenue and Tax Refunding Bonds, Series 2011, dated September 29, 2011. As provided in the Resolution, the punctual payment of principal of and interest on the series of the Bonds of which this Bond is one and the Outstanding Parity Lien Bonds, and any other bonds hereafter issued on a parity therewith, shall be secured equally and ratably by the Net Revenues without priority by reason of series, number or time of sale or delivery. The Net Revenues are required by law and by the proceedings pursuant to which this Bond is issued to be fully sufficient to pay the cost of operating, maintaining, repairing and insuring the System, including reserves therefor, and to pay principal of and interest on this Bond and the issue of which it is a part promptly as each becomes due and payable. The City has covenanted and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Bond and the issue of which it is a part as each becomes due. This Bond and the interest hereon are payable solely from the revenues so pledged to the payment hereof, and this Bond does not constitute a debt of the City within the meaning of any statutory limitation. For a more complete statement of the revenues from which and conditions under which this Bond is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this Bond, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the Resolution may be modified, reference is hereby made to the Resolution.

The Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the City on or after _________ 1, 20__, as a whole or in part at any time at the redemption price of par plus interest accrued to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the City, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the City shall redeem Bonds maturing ____________________________________ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45^{th}) day next preceding any such redemption date, the City may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the City not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice. Failure to mail such notice or any defect in any such notice so mailed shall not affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given, and failure of any owner to receive such notice if properly given in the manner described above shall not affect the validity of the proceedings of the redemption of the Bonds held by such owner. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least 45 days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

If this Bond is no longer registered in the name of Cede & Co. as nominee for DTC, this Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the City to call such Bond for redemption.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the City to call such Bond for redemption.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the Constitution and Statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by its Mayor and attested by its City Administrator/Recorder, all as of the date hereinabove set forth.

By:____________________________________
Mayor

(SEAL)

ATTESTED:

____
City Administrator/Recorder

Transferable and Payable at: ______________
______________, _____________

Date of Registration: ______________

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

____
Registration Agent

By:____________________________________
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto ________________________________, whose address is _______________________ (Please insert Federal Identification of Social Security Number of Assignee ____________) the within Bond of The City of Franklin, Tennessee and does hereby irrevocably constitute and appoint ______________________________, attorney, to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:______________

____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without enlargement or alteration, or any change whatsoever.

Signature guaranteed:

____
Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

EXHIBIT B

Preliminary Cost Estimates

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2022			307,686.39	307,686.39
06/30/2023	580,000	3.000%	780,050.00	1,360,050.00
06/30/2024	600,000	4.000%	762,650.00	1,362,650.00
06/30/2025	620,000	4.000%	738,650.00	1,358,650.00
06/30/2026	645,000	4.000%	713,850.00	1,358,850.00
06/30/2027	675,000	5.000%	688,050.00	1,363,050.00
06/30/2028	705,000	5.000%	654,300.00	1,359,300.00
06/30/2029	740,000	5.000%	619,050.00	1,359,050.00
06/30/2030	780,000	5.000%	582,050.00	1,362,050.00
06/30/2031	820,000	5.000%	543,050.00	1,363,050.00
06/30/2032	860,000	5.000%	502,050.00	1,362,050.00
06/30/2033	900,000	5.000%	459,050.00	1,359,050.00
06/30/2034	945,000	5.000%	414,050.00	1,359,050.00
06/30/2035	995,000	4.000%	366,800.00	1,361,800.00
06/30/2036	1,035,000	4.000%	327,000.00	1,362,000.00
06/30/2037	1,075,000	4.000%	285,600.00	1,360,600.00
06/30/2038	1,120,000	4.000%	242,600.00	1,362,600.00
06/30/2039	1,165,000	4.000%	197,800.00	1,362,800.00
06/30/2040	1,210,000	4.000%	151,200.00	1,361,200.00
06/30/2041	1,260,000	4.000%	102,800.00	1,362,800.00
06/30/2042	1,310,000	4.000%	52,400.00	1,362,400.00
	18,040,000		9,490,736.39	27,530,736.39

Delivery Date Expenses:	
Cost of Issuance	150,000.00
Underwriter's Discount	90,200.00
	240,200.00

<u>EXHIBIT C</u>

BOND COUNSEL ENGAGEMENT LETTER

Bass, Berry & Sims PLC

July 13, 2021

City of Franklin, Tennessee
Franklin, Tennessee
Attention: The Honorable Ken Moore, Mayor

Re: Issuance of Not to Exceed $22,000,000 in Aggregate Principal Amount of Water and Sewer System Revenue Bonds, Series 2021

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Franklin, Tennessee (the "Issuer") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds to finance capital improvements to the water and sewer system and to pay costs incident to the issuance and sale of the Bonds. We further understand that the Bonds will be sold at competitive public sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.

4 Review legal issues relating to the structure of the Bond issues.

5. Prepare election proceedings or pursue validation proceedings, if any.

6. Draft those sections of the official statement disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

7. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties <u>do</u> <u>not</u> include:

a. Except as described in paragraph (6) above,

   1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or

   2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or

   3) Rendering advice that the official statement or other disclosure documents

      a) Do not contain any untrue statement of a material fact or

      b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

c. Preparing blue sky or investment surveys with respect to the Bonds.

d. Drafting state constitutional or legislative amendments.

e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.

f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other outstanding debt of the City, or, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee is estimated to be $32,500. The fees quoted above include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amounts provided above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this agreement are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee to the extent permitted by applicable law.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

I hereby certify that I am the duly qualified and acting City Administrator/Recorder of the City of Franklin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the Board of Mayor and Aldermen of the City held on July 13, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed $22,000,000 in aggregate principal amount of Water and Sewer System Revenue Bonds, Series 2021 of said City.

WITNESS my official signature and seal of said City this _____ day of _________, 2021.

____
City Administrator/Recorder

(SEAL)

30868363.1

TENNESSEE COMPTROLLER OF THE TREASURY

JASON E. MUMPOWER
Comptroller

June 16, 2021

Kristine Brock
Asst. City Administration/CFO
City of Franklin
109 Third Avenue S.
Franklin, TN 37064

Dear Ms. Brock:

The Tennessee Local Development Authority (the "TLDA") met on June 15, 2021, to consider for approval the following request:

- Request from the City Franklin to issue Water and Sewer System Revenue Bonds in an amount not to exceed $22,000,000 senior to its outstanding SRF loans

The TLDA approved this request.

A copy of the minutes may be requested by contacting the Division of State Government Finance if you should need them for your records.

Note: Tenn. Code Ann. § 9-21-151 requires that public entities file a Report on Debt Obligation (Form CT-0253) no later than forty-five days following the issuance or execution of a debt obligation by a public entity, with a copy filed with the Director of the Division of Local Government Finance. The form can be obtained online at: https://tncot.cc/debt-report. If you have questions about this form, please contact your assigned financial analyst: https://tncot.cc/lgf-contacts.

Please let me know if you need additional information in this regard.

Sincerely,

Sandi Thompson

Sandi Thompson
Director of the Division of State Government Finance,
Office of the Comptroller of the Treasury
Assistant Secretary to the Tennessee Local Development Authority

cc: Lillian Blackshear, Bass, Berry, & Sims, (lblackshear@bassberry.com)
Lauren Lowe, PFM Financial Advisors, LLC, (lowel@pfm.com)
Nick Yatsula, PFM Financial Advisors, LLC, (yatsulan@pfm.com)