



Meeting Agenda

Work Session

Tuesday, December 14, 2021

5:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Presentation To Announce The Private Fundraising Portion For The First Inclusive Playground Called Ellie G's Dreamworld In January 2022.

Sponsors: Lisa Clayton

2. *Consideration Of Resolution 2021-172, A Resolution Authorizing And Directing The Industrial Development Board Of The City of Franklin To Prepay In Full Its Taxable Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate) For The Fiscal Year Ending June 30, 2022.
Finance 12/2/21, 3-0

Sponsors: Kristine Brock

3. Consideration Of Resolution 2021-174, To Amend The Investment Assumption Rate Of The City Of Franklin Employees' Pension Plan.
Pension 12/6/21, 7-0

Sponsors: Kristine Brock, Kevin Townsel

4. *Consideration Of COF Contract No. 2021-0332, A Professional Services Agreement With Hazen And Sawyer For The Design Of Water Line Improvements In The Downtown Area In The Amount Of \$307,316.

Sponsors: Michelle Hatcher, Brian Goodwin

5. *Consideration Of Change Order 1 To COF Contract No. 2018-0282, A Construction Contract With Civil Constructors, LLC For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) For A Time Extension Of Ten (10) Days And A Cost Increase Not To Exceed \$34,555.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

6. Consideration Of Amendment 1 To COF Contract No. 2020-0133, A Road Impact Fee Reimbursement Agreement With Franklin Capital Investment, LLC, Related To Improvements At Vintage At Watson Glen.

Sponsors: Paul Holzen, Jonathan Marston, Jimmy Wiseman

7. Consideration Of Resolution 2021-170, A Resolution To Adopt The Historic Wayfinding Guidelines.
CWHC 11/10/21, 12-0

Sponsors: Emily Wright, Kelly Dannenfelser, Amanda Rose
8. Acknowledgement Of Progress Report On Resolution 2020-295, A Resolution Adopting A Plan Of Services For The Annexation Of 2208 Crossway Drive And 1190 Lewisburg Pike, By The City Of Franklin, Tennessee. Establishing A Public Hearing For January 11, 2022.

Sponsors: Emily Wright, Amy Diaz-Barriga
9. Acknowledgement Of Progress Report On Resolution 2015-73, A Resolution Adopting A Plan Of Services For The Annexation Of 4150 Clovercroft Road And The Property Immediately Adjacent To The East, By The City Of Franklin, Tennessee. Establishing A Public Hearing For January 11, 2022.
WS 11/10/20
BOMA 12/8/20

Sponsors: Emily Wright, Amy Diaz-Barriga
10. Acknowledgement Of Progress Report On Resolution 2021-70, A Resolution Adopting A Plan Of Services For The Annexation Of Eight Properties West Of Lewisburg Pike And South Of Goose Creek Bypass, By The City Of Franklin, Tennessee. Establishing A Public Hearing For January 11, 2022.

Sponsors: Emily Wright, Amy Diaz-Barriga
11. Report Of American Rescue Plan Act (ARPA) Grant Funds To The City Of Franklin.
Finance 12/2/21, report only

Sponsors: Kristine Brock, Mike Lowe
12. Discussion Regarding Ward Boundary Updates.

Sponsors: Eric Stuckey
13. Proposed 2022 Calendar Of Board Of Mayor And Aldermen And Committee Meetings.

Sponsors: Lanaii Benne

OTHER BUSINESS

ADJOURN

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



File #: 21-02688

DATE: November 23, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Presentation To Announce The Private Fundraising Portion For The First Inclusive Playground Called Ellie G's Dreamworld In January 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the sponsorship package and community fundraising to take place starting in January 2022 for the first inclusive public playground in Franklin called Ellie G's Dream World.

BACKGROUND/STAFF COMMENTS:

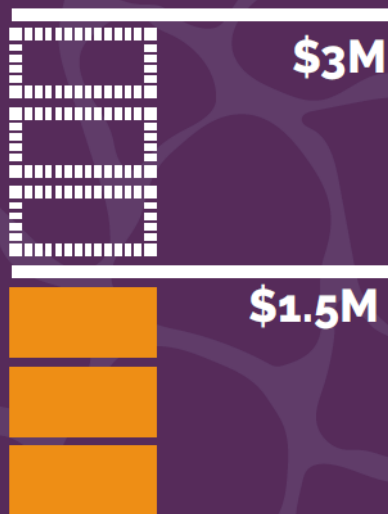
The future Southeast Municipal Complex is located on Carothers Parkway. The total park is 233-acres and will include five football fields, miles of walking trails, concessions, ADA-accessible restrooms, a pavilion, and Ellie G's Dream World inclusive playground. In 2020, the Board of Mayor and Alderman passed Resolution 2020-185 to name the inclusive playground after Ellie Grace Castro "Ellie G" who was born with a very rare genetic disorder related to dwarfism known as rhizomelic chondrodysplasia punctate (RCDP). Ellie G. was an integral part of the Franklin community, supported and beloved by many community members for her infectious smile and sweet giggle. Ellie G's Dream World Inclusive Playground is designed for people of all abilities to have a place to laugh and play with their families. With many community partners for this project, Friends of Franklin Parks will be the main contact as a non-profit to offer tax-deductible options with one-hundred percent of the proceeds going to fund the private portion of the playground at \$1.5 million dollars. The total project is \$3-million with \$1.5 being raised from the Franklin community.

FINANCIAL IMPACT:

The total playground project for the specific area of the park known as Southeast Municipal Complex is \$3 million. The City, along with Friends of Franklin Parks will launch a fundraising campaign in January 2022 to raise \$1.5 million through community sponsorships and donations.

We're committed to raising
\$1.5M of the inclusive
playground's total \$3M cost.

**Help your community
reach its goal.**



RECOMMENDATION:

Staff requests support and engagement from the Board of Mayor and Alderman in future events and look forward to seeing Ellie G's Dreamworld become a reality over the next three years.



A Playground for All Ages and Abilities

Honoring Ellie G



Ellie G's Story

Franklin's first inclusive park will be named in honor of Elliott Grace Castro, who passed away at the age of 4 in September 2019. Lovingly known as "Ellie G," she was the granddaughter of Franklin Alderman Brandy Blanton and was born with a very rare, terminal form of dwarfism called Rhizomelic Chondrodysplasia Punctata (RCDP). During her brief life, she proved to be an example of courage, strength, and joy to all who had the privilege to know her or know of her.

When Ellie G was born, her parents, Samantha and Brandon Castro, were told she'd live less than a year. But Ellie G defied the odds and paved the way for other children born with RCDP in Tennessee to receive life-changing services and support from the Tennessee Early Intervention System. Working with State Rep Charles Sargent, they put RCDP on the list of accepted diagnoses, changing the lives of children and their families moving forward.

The community embraced Ellie G and her family, showing support in a myriad of ways. This included a Light the Way fundraising event hosted at Franklin's Eastern Flank Battlefield Park in 2015, where participants enjoyed live music and food to help raise funds to plan and build Ellie G's Dream World. This special park and children's play area was a dream built on love and a vision - to improve the quality of life for all families of Williamson County and beyond.

Message from the Mayor

"Diversity and inclusion are core values in our community, and the public and private sectors are always working to find new ways to ensure that every citizen and visitor to Franklin, Tennessee has equal opportunities to work, live and play here. For children with disabilities, we have historically been unable to offer an inclusive playground for all. Ellie G's Dream World can overcome that challenge for so many families. With your support, we can make this facility a reality and another source of great civic pride for Franklin."

– Mayor Ken Moore,
City of Franklin, TN

A Playground for All



The City of Franklin, Tennessee's First Inclusive Playground



We're committed to raising \$1.5M of the inclusive playground's total \$3M cost.

Your sponsorship can help us reach our goal:

Sponsor Levels

Tree of Life	\$500K
Lion	\$250K
Giraffe.....	\$100K
Elephant	\$50K
Hippo.....	\$25K
Zebra	\$10K
Toucan	\$5K
Tortoise.....	\$1K

The Vision

3 acres of inclusive play within the New Southeast Municipal Complex

The future playground will be four to six times larger than the Tinkerbelle Playground at Pinkerton Park and will be designed for two specific phases. Phase One includes the play structures and park amenities along with a pavilion and plenty of shade structures throughout. A future phase will include an outdoor fitness area and amphitheater.

The inclusive playground will have fully accessible restrooms with built-in baby changing stations, as well as dedicated men's and women's change rooms equipped with built-in changing tables that can accommodate larger children, teens, or adults. In addition to these facilities, there will be a mother's nursing room.

Estimated cost: The total cost of the Inclusive Playground is approximately \$3 million. We are committed to raising \$1.5 million of that cost.

Estimated date of completion: 2023

Inclusive play

Play Structures • Park Amenities • Pavilion • Shade Structures • Accessible via I-65

Double
zip line with
inclusive
seat

Safari
adventure
vehicle

Watering
hole

Tree of
Life play
structure

Inclusive
swings

Music
area

Individual
picnic
areas

Game
area
(cornhole,
ping pong)

Entry,
restroom,
and picnic
area

Tree of Life

Sponsorship includes

Naming rights	Dedicated email blast by City of Franklin, Friends of Franklin Parks, and Franklin Tomorrow
Premier logo placement at playground entry	Featured story on website
Speaking opportunity at Grand Opening	Direct link on website to a landing page
Prominent display of logo at entrance of park	Recognition on all event/marketing materials
Private reception/event	Term of sponsorship 10 years
Sneak preview at park/private tour with mayor/parks	Recognition in City of Franklin, Friends of Franklin Parks, and Franklin Tomorrow social media channels
Press release specific to title sponsor	

\$500,000



Lion

Sponsorship includes:

Premier logo placement at entrance of dedicated section

Speaking opportunity at Grand Opening

Dedicated e-mail blast

Featured story on website

Direct link on website

Premier logo placement at playground entry

Recognition on all event/marketing materials

\$250,000



Giraffe

Sponsorship includes:

- Premier logo placement at Grand Opening
- Dedicated e-mail blast
- Featured story on website
- Direct link on website
- Premier logo placement at playground entry
- Recognition on all event/marketing materials

\$100,000

Elephant

Sponsorship includes:

- Website recognition
- Logo placement at playground entry
- Direct link on website
- Recognition on all event/marketing materials

\$50,000



Hippo

Playground Equipment Sponsorship includes:

- Website recognition
- Business name placement at playground entry
- Recognition on all event/marketing materials

\$25,000

Zebra

Sponsorship includes:

- Website recognition
- Logo placement at playground entry
- Direct link on website
- Recognition on all event/marketing materials

\$10,000



Toucan

Park Bench
Sponsorship includes:

Website recognition

\$5,000

Tortoise

Sponsorship includes:

Website recognition

Business name at playground entry

\$1,000





Leaf

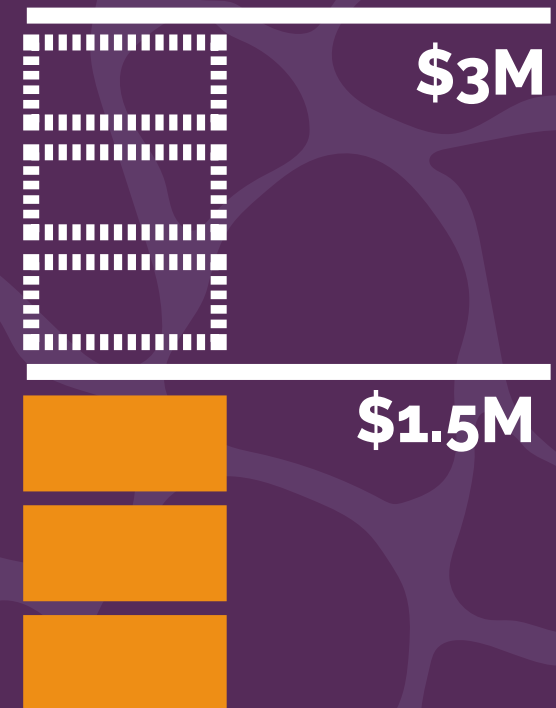
Everyone can
be a part
with a

**Community
Sponsorship**

\$100

We're committed to raising
\$1.5M of the inclusive
playground's total \$3M cost.

**Help your community
reach its goal.**

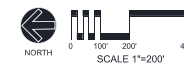




SOUTHEAST MUNICIPAL COMPLEX - FINAL CONCEPT FRANKLIN, TENNESSEE

F:\35\35968\3596807\03_PROJECT_EXECUTION\LAND\Concepts

MAY 2018



BARGE
 DESIGN SOLUTIONS

Inclusive playground at Southeast Municipal Complex



The future Southeast Municipal Complex is located on Carothers Parkway. The total park is on 233-acres and will include five football fields, miles of walking trails, concessions, ADA accessible restrooms, a pavilion, and Ellie G's Dream World playground. This second portion of the project will also include lacrosse fields and other court sports, like pickleball.

Combined social media presence

Includes City of Franklin, Friends of Franklin Parks, and Franklin Tomorrow

41,117 Facebook Followers
7,109,594 Impressions

28,900 Twitter Followers
2,554,000 Impressions

21,000 Instagram Followers
2,217,431 Impressions

Playground Planning Committee

Shahad Abdulrahman

Mike Alday

Amy Baggett

Torrey Barnhill

Brandy Blanton

Tammy Bocclair

Hamilton Bowman

Denise Carothers

Lisa Clayton

Paige Cruse

Tom Curl

Paula Harris

Mark Hilty

Kevin Lindsey

Lynn Maddox

Kathie Moore

Gail Powell

Milissa Reiersen

Jennifer Salyer

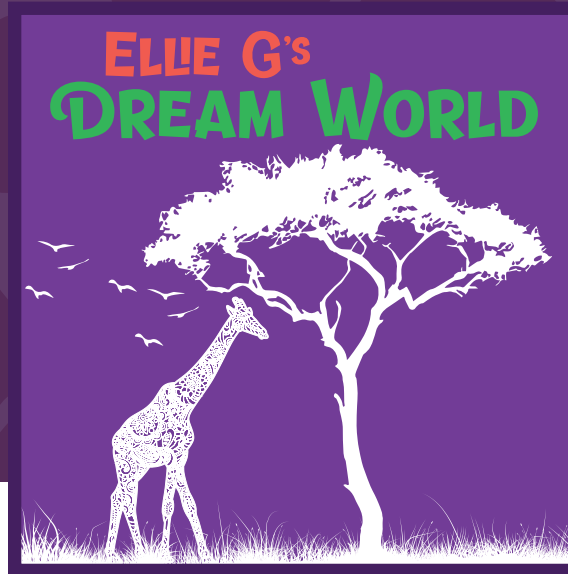
Doug Sharp

Sheila Stewart

Mindy Tate

Teresa Vander Molen

Brian Walker



Made possible by:



To give, scan code or
text the word **inclusive**
to 615-551-4465



Make checks payable to:

Friends of Franklin Parks
P.O. Box 549, Franklin, TN 37065

Renderings courtesy of:



Contact us:

torrey@FRIENDSOFFRANKLINPARKS.ORG

You will receive a receipt for the tax-deductible
amount after we have received your full pledge.



City of Franklin

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

File #: 21-02635

DATE: November 17, 2021
TO: Board of Mayor and Aldermen
FROM: Kristine Brock, Asst. City Administrator/CFO
SUBJECT:

*Consideration Of Resolution 2021-172, A Resolution Authorizing And Directing The Industrial Development Board Of The City of Franklin To Prepay In Full Its Taxable Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate) For The Fiscal Year Ending June 30, 2022.
Finance 12/2/21, 3-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2021-172, a resolution authorizing and directing the Industrial Development Board of the City of Franklin to prepay in full its Taxable Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate) for the Fiscal Year Ending June 30, 2022.

BACKGROUND/STAFF COMMENTS:

On April 1, 2015, the Industrial Development Board of the City of Franklin issued \$12,350,000 Taxable Tax Increment Revenue Refunding Bonds at the request of the City of Franklin. The 2015 Bonds refinanced a bond issued in 2005 for the purposes of funding capital improvements in a tax increment district encompassing the Cool Springs/I-65/Nissan Headquarters corridor. Incremental property taxes generated within the district were pledged for the payment of interest and principal on the bonds. Final maturity was scheduled for April 2025.

Beginning in FY 2018 and occurring annually since then, property taxes generated within the district have exceeded the debt service requirements of the 2015 Bonds. As a result, the Board of Mayor and Aldermen have annually approved pre-payment of principal totaling \$3,200,000. Below is a summary of pre-payments by year:

FY 2018- \$600,000
FY 2019- \$600,000
FY 2020- \$800,000
FY 2021- \$1,200,000

Property taxes billed for the tax increment district in FY 2022 are \$2,611,894. Debt service expenses for FY 2022 for the first 6 months of the year are \$910,849. The estimated payoff amount for the 2015 Bonds, assuming the Nov 2021 variable interest rate for the loan of 0.875% and a payoff date of Feb 1, 2022, is \$786,675.81. Staff recommends repaying the 2015 Bonds in their entirety in FY 2022, which is three years earlier than planned at the time of issuance.

FINANCIAL IMPACT:

Staff recommends early redemption, in full and in amount not to exceed \$800,000, of the 2015 Bonds from available proceeds of property taxes paid within the tax increment district as established by the original bond issue in 2005.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-172.

RESOLUTION 2021-172

A RESOLUTION AUTHORIZING AND DIRECTING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF FRANKLIN TO PREPAY IN FULL ITS TAXABLE TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2015A (VARIABLE RATE) FOR THE FISCAL YEAR ENDING JUNE 30, 2022.

WHEREAS, The Industrial Development Board of the City of Franklin (the "Board") has outstanding its Taxable Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate) (the "2015A Bonds") payable from certain tax increment and PILOT revenues (the "Revenues"); and

WHEREAS, the Revenues collected by the City for the 2021-2022 fiscal year were in excess of the debt service requirements during such year on the 2015A Bonds; and

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the "Municipality") has determined to apply a portion of such excess Revenues to the prepayment of the 2015A Bonds for such purpose; and

WHEREAS, the Board of Mayor and Aldermen wish to direct the Board to apply such funds to the prepayment of the 2015A Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the Board be and hereby is authorized and directed to apply the funds in the amount not to exceed Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) to the prepayment of the 2015A Bonds in full; and

RESOLVED FURTHER, that the officers and agents of the Board are hereby directed to take all such steps as may be necessary to accomplish the foregoing; and

RESOLVED FURTHER, that the officers of the Municipality are hereby authorized and directed to take all such steps as may be necessary to accomplish the foregoing.

Adopted and approved this ____ day of _____, 2021.

Dr. Ken Moore
Mayor

ATTEST:

Eric S. Stuckey
City Administrator

Approved as to form by:

Shauna R. Billingsley
City Attorney

11/12/2021

THE INDUSTRIAL DEVELOPMENT BOARD OF THE
509 NEW HIGHWAY 96 W STE 201
ATTN: JIM OGLESBY
C/O SCHELL & DAVIES, LLC
FRANKLIN, TN, 370642545

RE: Obligor No. 9631687552 - Obligation No. 2

Dear THE INDUSTRIAL DEVELOPMENT BOARD OF THE:

Thank you for banking with Truist Bank. We realize it's a privilege to do business with you and appreciate the opportunity to help you meet your financial goals. The following statement outlines the amount required to repay the loan referenced above as of Feb. 1, 2022. Please note, if the loan is not repaid by Feb. 1, 2022, interest charges will accrue until payment is received.

Principal Balance	as of Nov. 12, 2021	785,823.00 USD
Interest	to Feb. 1, 2022	852.81 USD
Total Due		786,675.81 USD

Per Diem for receipt of funds after Feb. 1, 2022 is 19.10 USD.

These repayment figures will not be valid after Feb. 1, 2022.

Please see the attachment for payment instructions. Once the final payment is received and funds are validated, Truist will release the collateral, which secures the referenced loan (if applicable) as long as the collateral does not secure another active loan.

If a break-funding prepayment fee applies, the prepayment quote is only good for 10 days. If you have questions regarding the repayment of your loan, please contact your local relationship manager.

Please let us know if we may be able to help you with any additional financial needs. And, thank you again for banking with Truist.

Sincerely,

Truist Bank Commercial Credit Operation Services

Enclosure:

IMPORTANT

These figures are subject to final verification upon actual receipt of funds by the note holder. Note holder reserves the right to adjust these figures and (a) negotiate funds as received and request additional funds, (b) refund excess funds remitted or (c) refuse funds as appropriate to the circumstances thereof. These circumstances may be, but are not limited to, an error in the calculation of the payment amount, previously dishonored remittances, rate changes, fee assessments, or additional disbursements made by this note holder between the date of this statement and the actual receipt of funds.



File #: 21-02677

DATE: November 19, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Kevin Townsel, Director of Human Resources

SUBJECT:

Consideration Of Resolution 2021-174, To Amend The Investment Assumption Rate Of The City Of Franklin Employees' Pension Plan.
Pension 12/6/21, 7-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2021-174, to amend the investment assumption rate of the City of Franklin Employees' Pension Plan (closed plan).

BACKGROUND/STAFF COMMENTS:

On September 24, 2021, the Board of Trustees of the Tennessee Consolidated Retirement System ("TCRS") adopted a change in its investment earnings assumption from 7.25% to 6.75%. The investment assumption rate for the City's closed single employer pension plan will be 7.0% in 2022 as previously adopted by the Board of Mayor and Aldermen in Resolution 2018-21. TCA 9-3-504(e)(5) requires governmental pension plans in Tennessee to adopt an investment earnings assumption that is not greater than fifty (50) basis points above the rate adopted by TCRS. Prior to the 9/24/201 change by the TCRS Board, the City's 2022 rate was expected to be 25 basis points below the State rate. As a result of the TCRS Board's action, staff recommends continuing BOMA's plan as adopted in Resolution 2018-21 of reducing the closed plan's investment rate assumption by 10 basis points annually beginning in 2023 until reaching a rate of 6.50% in 2027. The City is currently in compliance with TCA 9-3-504(e)(5). However, staff recommends gradually reducing the investment assumption rate an additional 50 basis points over a 5 year period.

FINANCIAL IMPACT:

The investment rate assumption for the closed plan is used by the actuary as one factor for calculating the City's annual employer contribution to the plan. This amount must be appropriated within the City's annual budget. Reducing the rate assumption by 10 basis points annually, rather than waiting to make a larger change at one time, allows the City's annual budget to gradually

incorporate the increased annual employer contribution amount. In FY 2022, the City's employer contribution to the closed pension is \$5,160,362.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-174.

RESOLUTION 2021-174

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN TO AMEND THE
INVESTMENT ASSUMPTION RATE OF THE CITY OF FRANKLIN EMPLOYEES' PENSION
PLAN.**

WHEREAS, the City of Franklin regularly updates its Pension Plan documents to make adjustments to the terms of the Plan, to make adjustments for issues related to funding, and to remain in compliance with State law; and

WHEREAS, the Plan endeavors to remain current with economic conditions as they change from time to time; and

WHEREAS, the Plan should adjust actuarial assumptions that more precisely reflect the economic outlook over the next decade; and

WHEREAS, on September 24, 2021, the Board of Trustees of the Tennessee Consolidated Retirement System ("TCRS") adopted a change in its investment earnings assumption from 7.25% to 6.75%; and

WHEREAS, the Pension Oversight Committee, with input from the Plan's actuarial and legal counsel, has reviewed certain assumptions at its meeting of December 6, 2021, and determined that changes should be made to the assumptions regarding investment return; and

WHEREAS, the Pension Committee has recommended to the Board of Mayor & Aldermen that these changes be formally adopted.

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

Section 1. That the assumptions recommended by the Pension Oversight Committee are hereby adopted as detailed in the attached schedule.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this ____ day of January 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

<u>Year as of January 1</u>	<u>Investment Assumption Rate</u>
2002	8.00%
2003	8.00%
2004	8.00%
2005	8.00%
2006	7.75%
2007	7.75%
2008	7.75%
2009	7.50%
2010	7.50%
2011	7.50%
2012	7.50%
2013	7.50%
2014	7.50%
2015	7.50%
2016	7.50%
2017	7.50%
2018	7.40%
2019	7.30%
2020	7.20%
2021	7.10%
2022	7.00%
2023*	6.90%
2024*	6.80%
2025*	6.70%
2026*	6.60%
2027*	6.50%

*10 basis point reduction in the investment assumption rate for actuarial reporting purposes. Rates for years 2002-2022 have previously been approved by the Board of Mayor and Aldermen and are shown for historical reference.

STATE OF TENNESSEE



DAVID H. LILLARD, JR.
STATE TREASURER

TREASURY DEPARTMENT

STATE CAPITOL
NASHVILLE, TENNESSEE 37243-0225

615.741.2956
David.Lillard@tn.gov

November 9, 2021

Kristine Brock
Chief Financial Officer and Assistant City Administrator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Kristine Brock:

The defined benefit pension plan administered by the City of Franklin (City of Franklin Employees' Pension Plan) is subject to the Public Employee Defined Benefit Financial Security Act of 2014. Included in this Act are requirements for a funding policy which must be adopted by a public entity with a defined benefit plan as well as the methodologies that must be used by the actuary in calculating the plan's ADC. One of the methodologies that should be reflected in the plan's funding policy is that the plan's investment earnings assumption shall not be greater than fifty (50) basis points above the rate adopted by the Tennessee Consolidated Retirement System. Tenn. Code Ann. §9-3-504(e)(5).

The Tennessee Consolidated Retirement System (TCRS) recently performed an actuarial experience study to review the assumptions used in actuarial valuations for TCRS. At its meeting on September 24, 2021, the TCRS board of trustees adopted new assumptions, including a change to the investment earnings assumption. The assumption was reduced from 7.25% to 6.75%. This change is effective immediately for TCRS actuarial valuations.

With an earnings assumption of 7.20% for its plan, the funding policy for the City of Franklin pension plan is still in compliance with state law. However, I wanted to make you aware of the change to the TCRS earnings assumption should you want to review your plan in the future.

Please contact me if you have any questions at (615) 770-1744 or by email at Mary.Collins@tn.gov.

Sincerely,

Mary Collins
Senior Accounting Business Analyst
Financial Strategies and Analysis

CC:

Jerry Durham, CPA, CGFM, CFE
Assistant Director
Comptroller of the Treasury
Division of Local Government Audit
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243-3400
615.401.7951

Betsy Knotts
Director of Local Government Finance
Comptroller of the Treasury
Office of State and Local Finance
Cordell Hull Building
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Nashville, TN 37243-3400
615.401.7954

Sandi Thompson
Director
Comptroller of the Treasury
Office of State and Local Finance
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243-3400
615.747.5369

Sheila Reed
Assistant Director of Local Government Finance
Comptroller of the Treasury
Office of State and Local Finance
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243-3400
615.401.7906



File #: 21-02673

DATE: November 18, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

*Consideration Of COF Contract No. 2021-0332, A Professional Services Agreement With Hazen And Sawyer For The Design Of Water Line Improvements In The Downtown Area In The Amount Of \$307,316.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0332, a Professional Services Agreement with Hazen and Sawyer for the design of the Berry's Circle Water Line Improvements Project in the amount of \$307,316.

BACKGROUND/STAFF COMMENTS:

The water infrastructure in the downtown area is aging and reaching the end of its useful life. In addition to aging infrastructure, development projects have made several connections to the system that have created pressure issues for water supply. The Water Management Department (WMD) has modeled this area and performed extensive field work to verify calibrated conditions and is recommending four alternatives that will increase pressures in this area.

The WMD has solicited a design proposal from Hazen to design these four improvements by creating design drawings and specifications. The design drawings will incorporate traffic control measures as they will be vital for the continuity for construction in this area. The design will also create a Stormwater Pollution Prevention Plan which is necessary for the construction maintenance of the sites, in addition to providing construction phase services of review of submittals, pay application reviews, and progress meeting coordination.

While this work will be funded out of the WMD budget, it is anticipated to be recommended for inclusion into the American Rescue Plan Act funding that is intended to be distributed at a later date.

FINANCIAL IMPACT:

This item is not included in the current approved budget, however, has been determined necessary for emergency improvements to the area. The cost of the proposal, \$307,316.00, is a not-to-exceed contract with funding coming from the Water operating fund (421-82560-52109).

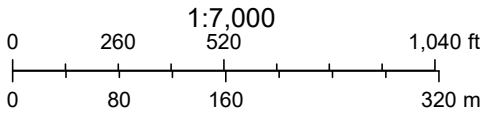
RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the Professional Services Agreement with Hazen and Sawyer for the design of the Berry's Circle Water Line Improvements Project in the amount of \$307,316.

DOWNTOWN WATER LINE IMPROVEMENTS



12/1/2021, 1:58:09 PM



City of Franklin GIS Dept.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0332**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **HAZEN AND SAWYER** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

BERRY'S CIRCLE WATER LINE IMPROVEMENTS PROJECT

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed, based on the Fee Schedule as contained in Attachment A, in the Lump Sum Amount of **Three Hundred Seven Thousand Three Hundred Sixteen and No/100 Dollars (\$307,316.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20____.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the consultant by the City.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for

employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

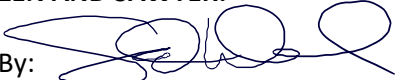
ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

HAZEN AND SAWYER:

By: _____
Print: Scott Woodard
Title: Vice President
Date: 12/02/2021

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



November 17, 2021

Mrs. Michelle Hatcher, P.E.
Director
City of Franklin – Water Management Department
124 Lumber Drive
Franklin, TN 37064

Re: Proposal for Engineering Services – Berry Circle Water System Improvements

Dear Michelle:

Hazen and Sawyer (Engineer) is pleased to submit this professional services proposal to provide engineering services for the above-referenced project and as shown in Figure 1. Additional details of background along with proposed scope of services, schedule and cost are provided in the following sections of this proposal.

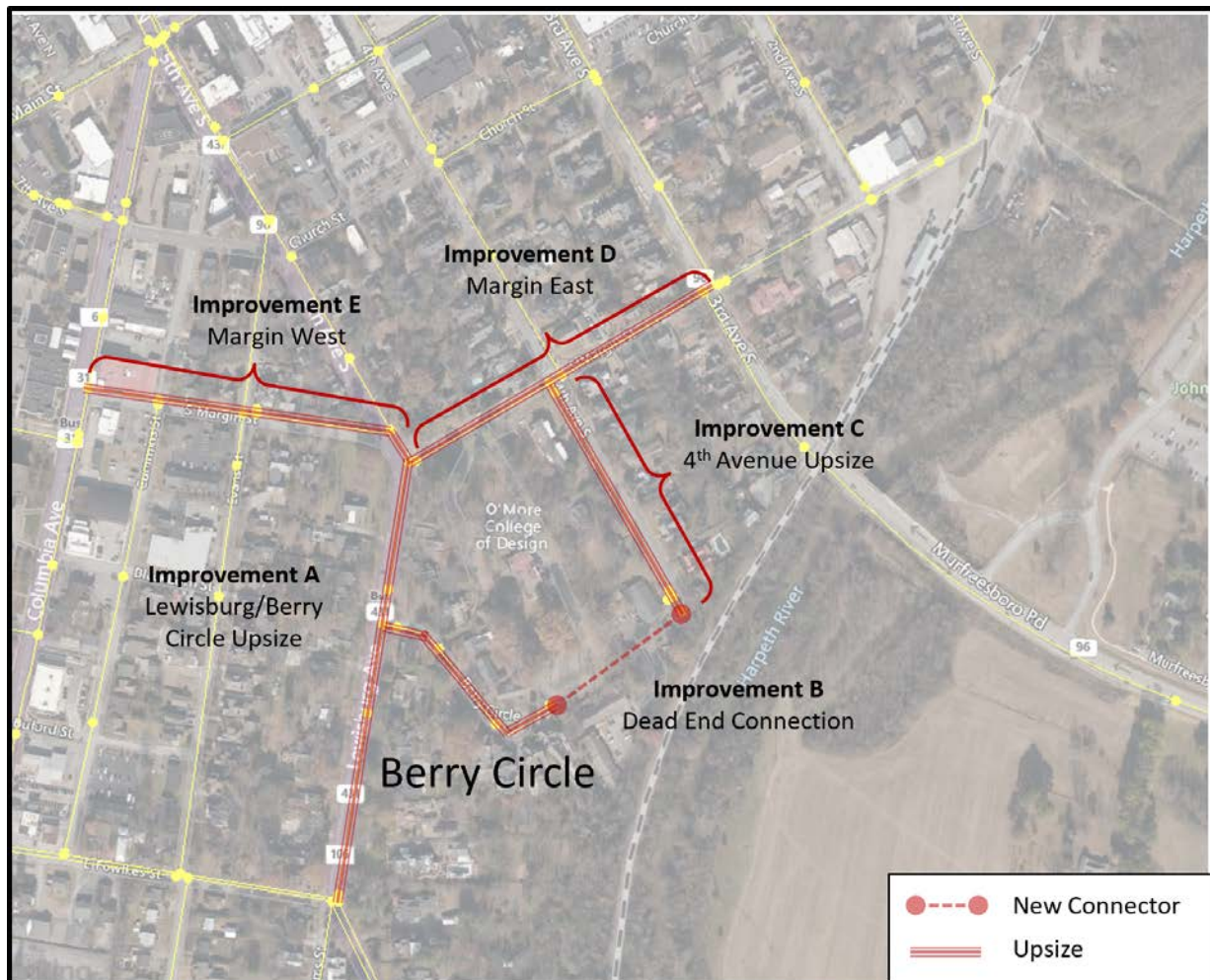


Figure 1: Project Area and Proposed Improvements

Background

The dead-end water line on Berry Circle has been recently shown to have a lower pressure than previous testing indicated. In response, The City of Franklin's Water Management Department (Owner) has performed numerous hydrant tests and requested Engineer's assistance to provide a modeling evaluation of the area. Based on the field test results, adjustments were made in the model to match existing conditions. Specifically, the pipes along Lewisburg Avenue and Berry Circle showed greater headloss than expected. However, once calibrated to field conditions, the model became a valuable tool to examine the area and was used to evaluate several proposed improvements.

The minimum improvements, as predicted by the model, to obtain a fire flow of 1,500 gpm at a residual pressure of 20 psi on Berry Circle are the construction of both Improvements A and B as shown in Figure 1. As such, this set of improvements are grouped in this proposal. However, the additional improvements C, D and E were also shown with modeling to have a positive impact upon fire flows and are presented as additional items for Owner's consideration.

Proposed Scope of Services

Task 1 – Design Phase

Engineer will provide the following services:

- Survey - Engineer will procure sub-consultant services to perform a 30-foot wide topographic survey within the right-of-way (ROW) of sections of Lewisburg Avenue, Berry Circle, 4th Avenue South, and Margin Street in all areas identified in Figure 1. In addition to existing ROW along existing water line routes, survey will also include the area for new connector between Berry Circle and 4th Avenue South. Survey will include all existing structures and identified utilities. Surveying cost is based on the preliminary route review. Except for the new connector between Berry Circle and 4th Avenue South, it is assumed no surveying shall be conducted outside ROW, no deed research will be performed, nor will property parcel corners be located for ROW strip survey
- Generate construction documents in accordance with Owner's standard specifications and TDEC regulations.
 - Improvements A & B - approximately 1,200 LF of 10-inch water main replacement and 600 LF of 8-inch water main construction; Improvement A is inside ROW. However, an easement will be required for Improvement B. Additionally, for Improvement B, Engineer will work with Owner to ensure a small section of 2-inch cast iron pipe serving the apartments on Winstead Place are incorporated into improvements.
 - Improvement C – approximately 700 LF of 8-inch water main replacement inside ROW
 - Improvement D – approximately 950 LF of 10-inch water main replacement inside ROW
 - Improvement E – approximately 900 LF of 8-inch water main replacement inside ROW; Improvement will include an 8-inch interconnection to existing 12-inch main running along Evans Street
- Develop a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI). This document must be submitted to receive a Notice of Coverage after a contractor has been selected.

- Submit plans and specifications to obtain TDEC Division of Water Supply and Division of Water Pollution Control approval. Engineer will pay the review fee and invoice the Owner for reimbursement.
- Prepare bidding documents.
- Engineer will develop utility easement descriptions as required. No easement descriptions are assumed necessary for existing water lines being upsized/replaced. One (1) easement description and exhibit are anticipated for the new connector between Berry Circle and 4th Avenue South. If additional easement descriptions are required, Engineer will provide a cost to Owner

Task 1 Deliverables:

Engineer will provide the following deliverables during the design phase.

- 50 Percent Design: Engineer will submit a digital set of plans and specs for review and comment.
- 90 Percent Design: Engineer will submit a digital set of plans and specs for review and approval.
- TDEC Approval: Engineer will submit a sealed digital set of plans and specs along with review fee to TDEC for approval.
- SWPPP Permitting: Engineer will submit required documents and fee to obtain approval for construction activity.

Task 2 – Bid Phase

Engineer will provide the following services:

- Conduct a pre-bid meeting
- Provide the advertisement for bid to Owner's Purchasing Agent for public notification
- Issue required Engineer addendums to the bid documents
- Prepare Conformed Documents after contract is awarded

Task 3 – Construction Phase

Engineer will provide the following services:

- Conduct a pre-construction conference
- Process submittals and shop drawings
- Review and respond to Requests for Information
- Review and process pay estimate requests
- Review and process change order requests
- Coordinate and conduct construction progress meetings
- Conduct project closeout activities

Task 3 Assumptions:

- Construction phase services are based on an anticipated construction schedule of 90 calendar working days for Improvements A & B. Improvements C, D & E are *each* assumed to add 30 calendar working days to construction schedule.

Task 4 – Post-Construction Phase

Generate electronic record drawings based on contractor and Owner field record drawings.

Services Not Included in Fee Proposal

Engineer services specifically *not* included are listed below:

- Soil testing
- Geotechnical investigation
- Drainage design
- Landscape architecture
- Resident project observation
- Easement acquisition
- Roadway improvements other than repaving area damaged during construction

Schedule

Engineer proposes to provide services necessary to complete the project in a timely manner based on scope of improvements and according to the schedules presented in Figure 2. Due to anticipated heavy traffic on Lewisburg Avenue, it is anticipated that construction of Improvement A will be conducted in an expedited manner and will include night work. The proposed schedules are based on a NTP in mid-January and assume the orderly and continuous progression of the project through completion. If issues arise beyond the Engineer's control, the proposed schedule shall be adjusted accordingly.

Task	Improvements A & B		A, B & C		A, B, C & D		A, B, C, D & E	
	Milestone Date	Duration (Days)	Milestone Date	Duration (Days)	Milestone Date	Duration (Days)	Milestone Date	Duration (Days)
Notice to Proceed	1/15/2022		1/15/2022		1/15/2022		1/15/2022	
Surveying	3/1/2022	45	3/1/2022	45	3/1/2022	45	3/1/2022	45
Preliminary Design	4/11/2022	40	4/18/2022	47	4/25/2022	54	5/2/2022	61
Owner Review	4/25/2022	14	5/2/2022	14	5/9/2022	14	5/16/2022	14
Final Design	5/25/2022	30	6/8/2022	37	6/22/2022	44	7/6/2022	51
Owner Approval	6/1/2022	7	6/15/2022	7	6/29/2022	7	7/13/2022	7
Agency Reviews								
Utility Permit Acquisition	7/1/2022	30	7/15/2022	30	7/29/2022	30	8/12/2022	30
Bidding Documents								
Advertisement for Bid								
Pre-Bid Conference	7/22/2022	21	8/5/2022	21	8/19/2022	21	9/2/2022	21
Bid Opening								
Award Contract	8/22/2022	30	9/5/2022	30	9/19/2022	30	10/3/2022	30
Pre-Con Meeting	8/23/2022	1	9/6/2022	1	9/20/2022	1	10/4/2022	1
Start Work	8/24/2022	1	9/7/2022	1	9/21/2022	1	10/5/2022	1
Project Completion	11/22/2022	90	1/5/2023	120	2/17/2023	150	4/3/2023	180
		311		355		398		443

Figure 2: Schedules for Different Scopes

Construction Phasing

It is envisioned that construction will occur in phases to minimize traffic disruption. Although specific sequencing of construction can be worked out during design, the following parameters will generally guide the construction schedule.

- Improvements A & B provide the most benefit and should be prioritized. Improvement A will likely require the shutdown of Lewisburg Avenue between Fowlkes and Margin Streets. It will be conducted in an expedited manner including night work to minimize any required road closure of this key corridor. Improvement B will first require an easement and may require condemnation prior to construction. Both easement and condemnation process for Improvement B can occur during construction of Improvement A.
- Improvements C & D will likely require the shutdown of Margin Street east of Lewisburg Avenue. However, Lewisburg Avenue can be re-opened once A & B are complete and the required connection to Lewisburg Avenue has been made.
- Improvement E will likely require the shutdown of Margin Street west of Lewisburg Avenue. However, Lewisburg Avenue can be re-opened once A & B are complete and the required connection to Lewisburg Avenue has been made.

Cost

As shown to the right, **the total project cost, including all Improvements A through E, are estimated to be \$307,316.** Items included in Improvements A and B are shown in **orange** while the remaining items for Improvements C, D and E are labeled separately. The corresponding breakdown of the costs between the various improvements are as follows:

<u>Cost Breakdown by Improvement</u>	<u>Hours</u>	<u>Fee</u>
Improvement A-B	805	186,044
Improvement C	224	40,424
Improvement D	224	40,424
Improvement E	224	40,424
	1,477	307,316

The Engineer proposes to complete the Scope of Services defined herein according to the hourly rate schedule presented in Table 1 for Engineer and based on the cost breakdowns as shown.

In the event Owner requests that Engineer provide additional services beyond those stated herein, Engineer will provide the extra services and invoice Owner according to same standard hourly rate schedule shown in Table 1.

Please contact Ryan Dean or me if you have any questions or wish to further discuss our proposal. As always, we appreciate the opportunity to work with the City of Franklin.

Sincerely,



Scott Woodard, PE
Vice President

cc: Brian Goodwin, P.E., City of Franklin
Ryan Dean, Hazen and Sawyer
Mike Orr, P.E., Hazen and Sawyer

<u>Task 1 - Design</u>		<u>Hours</u>	<u>Fee</u>
	Survey		
	Coordination	6	1,220
	Sub-consultant		30,000
	Easement Description	12	2,008
	TDEC Review	10	3,532
	SWPPP	30	5,708
	Detailed Design		
	Improvement A-B	384	67,844
	Improvement C	150	26,076
	Improvement D	150	26,076
	Improvement E	150	26,076
		892	188,540
<u>Task 2 - Bid</u>			
		86	16,788
<u>Task 3 - Construction</u>			
	Improvement A-B	245	48,500
	Improvement C	60	11,922
	Improvement D	60	11,922
	Improvement E	60	11,922
		425	84,266
<u>Task 4 - Post-construction</u>			
	Improvement A-B	32	5,444
	Improvement C	14	2,426
	Improvement D	14	2,426
	Improvement E	14	2,426
		74	12,722
<u>Expenses</u>			5,000
Total Project Fee			307,316

Table 1: Standard Hourly Rate Schedule

Job Classification	Rate
Vice President	252
Associate Vice President	236
Senior Associate	226
Associate	206
Sr. Principal Engineer	165
Principal Engineer	144
Engineer	132
Assistant Engineer	128
Sr. Principal Scientist	154
Principal Scientist	132
Scientist	115
Assistant Scientist	105
Sr. Principal Architect	159
Principal Architect	138
Architect	122
Assistant Architect	116
Sr. Hydraulic Modeler	192
Hydraulic Modeler	133
Sr. Principal Designer	180
Principal Designer	148
Senior Designer	122
Designer/Technician	111
Drafter	95
Construction Manager	170
Sr. Field Coordinator	138
Field Coordinator	127
Sr. Field Inspector	133
Field Inspector	115
Administrator	101
Intern/Co-Op	69



File #: 21-02584

DATE: November 2, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

*Consideration Of Change Order 1 To COF Contract No. 2018-0282, A Construction Contract With Civil Constructors, LLC For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) For A Time Extension Of Ten (10) Days And A Cost Increase Not To Exceed \$34,555.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order No. 1 to COF Contract No. 2018-0282 with Civil Constructors, LLC (Civil).

BACKGROUND/STAFF COMMENTS:

On October 13, 2020, the Board of Mayor and Alderman approved Resolution 2020-158 to award the construction contract (COF (Contract No. 2018-0282) for the SR-96 West Multi-Use Trail - Phase 1 & 2 project to Civil in the amount of \$4,551,584.00. A Notice to Proceed, which allowed the contractor to physically begin work, was issued with an effective date of January 4, 2021 and a substantial completion deadline of January 4, 2022.

During construction of the project, a conflict was encountered between the installation of the stormwater pipe and water mains (8-inch and 6-inch ductile iron) at Westfield Drive and SR-96W. This conflict required a field change to add gate valves to the 8-inch main line and to adjust the existing 6-inch intersecting water line. In addition, there was a conflict between an existing school zone flasher pole, a stormwater pipe, and the multi-use path at SR-96W and Westfield Drive. The total cost of these changes was \$34,555.31 and created a project delay of 10 calendar days. This 10-day extension will create a new substantial completion deadline of January 14, 2022.

FINANCIAL IMPACT:

The original contract amount was for \$4,551,584.00. The additional cost of Change Order No. 1 is \$34,555.31. This creates a new total contract ceiling of \$4,586,139.31. In addition, City staff and the contractor have agreed to add 10 days to the overall project time frame.

The expenses for Change Order No. 1 will be charged as follows:

- \$28,813.31 will be charged to GL Code 421-89320-52109, and
- \$5,742.00 will be charged to GL Code 312-89420-43100.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Change Order No. 1 To Contract No. 2018-0282 with Civil Constructors, LLC for a time extension of 10 days and a cost increase not to exceed \$34,555.31.

**Supplemental Agreement and/or Request for Construction Change
Change Order Request #1**

Project Title/Termini:	<u>SR 96 W Multi-Use Trail - Phases 1 & 2</u>		
Owner:	<u>City of Franklin</u>	PIN:	<u>123098.00</u>
Address:	<u>Engineering Department</u>	State Project No.:	<u>94LPLM-F3-092</u>
	<u>109 3rd Avenue South, Suite 133</u>	Federal Project No.:	<u>TAP-96(49)</u>
	<u>Franklin, TN 37064</u>	Contract No.:	<u>2018-0282</u>
County:	<u>Williamson</u>		

Whereas, we Civil Constructors, LLC with Brown and Brown of Tennessee, as a Surety, entered into a contract with City of Franklin, on 11/11/2020, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

1)Per Field Change, move existing water line at Westfield Dr. 2)Transfer school zone cable to new wood pole at Boyd Mill Ave. and remove/relocate school zone pole at Sta 60+50

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 10 days, ☐ Decrease by days

Original Construction Completion Time: 365 days (Date: 1/4/22)

Original Contract Amount: \$4,551,584.00

Approved Change Orders: \$

Current Change Order: \$34,555.31

Pending Change Orders: \$

Total Change Orders:: \$

Contract Completion Time with Change Orders: 375 days (Date: 1/14/22)



By: *C. Alan Phillips III* 10/20/21
Surety (Signature) Date

By: _____
Owner (Signature) Date

APPROVED
By Simchah Edwards at 4:05 pm, Oct 20, 2021

Approved for
Eligibility

By: _____
Local Programs (Signature) Date

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 14, 2021

**HISTORIC
FRANKLIN
TENNESSEE**

TO: TDOT Local Programs
Sean Rouleau
Construction Services Manager, The Corradino Group

FROM: David L. Hodnett, P.E.
Project Manager, City of Franklin

RE: PIN 123098.00
COF 2018-0282 SR 96 West Multi Use Trail
Change Order No. 1

The City of Franklin would like to request the contract be modified as follows upon execution of the following Change Order No. 1 and additional work items:

Description:

104-03.01 Additional Work (Field change to waterline)

A conflict was encountered between the installation of the stormwater pipe and city water lines (8" and 6" ductile iron) at Westfield Drive and SR-96W. This required a field change to add 8" gate valves to the main line and adjust the existing 6" intersecting water line. The additional work cannot be completed under current contract items and will add 10 days to the Contract Time.

The additional items are associated with the Water Line (non-participating) scope of the project. The City of Franklin has approved the cost (\$28,813.31) and additional work for the field change.

104-03.02 Additional Work (Adjustment to School Zone pole and cable)

There is a conflict with an existing school zone flasher pole and the installation of the stormwater line and multi-use path at SR-96W and Westfield Drive. The pole was not shown on the plans to be relocated but it will need to be relocated to finish installing the stormwater line and concrete sidewalk.

The changes will require a new pole due to elevation differences, additional material to adjust the span wire, electric service, and cabling. The City of Franklin has approved the cost (\$5,742.00) of relocation. No additional contract days requested for this item.

A handwritten signature in blue ink, appearing to read 'David L. Hodnett', is written over a horizontal line.

David L. Hodnett, P.E.
Project Manager

From: [Bryan Barton](#)
To: [Sean Rouleau](#); [David Hodnett](#); [Noah Kimbrough](#); [Michael Biggs](#)
Subject: RE: ***NEED ASSISTANCE***RELO:New Hwy 96
Date: Friday, August 13, 2021 10:32:39 AM
Attachments: [image001.jpg](#)
[image002.png](#)

Sean,

Please see below breakdown from S&W. We would like to get them scheduled very soon to perform this work before it hinders progress.

We will need to do the following for the pole relocation.

- Install galvanized corrugated (vertically) pipe so you can back fill and we will have a location for the pole to be installed
- MTEMC Fee to disconnect and reconnect service
- Remove overhead power, sign and cable to remove pole
- Remove and relocate wood pole to corrugated pipe and install new anchor
- Reinstall overhead power, new span, new cable and existing sign
- Test and verify sign is working properly

Thanks,
Bryan

Bryan W. Barton, P.E. | Senior Project Manager
Civil Constructors, LLC

425 Downs Blvd | Franklin, Tennessee 37064

O: (615) 236-9054 | C: (615) 982-2545

www.civilconstructors.com



From: Sean Rouleau <srouleau@CORRADINO.com>

Sent: Wednesday, August 4, 2021 1:02 PM

To: Bryan Barton <b.barton@civilconstructors.com>; David Hodnett <david.hodnett@franklin.tn.gov>; Noah Kimbrough <nkimbrough@CORRADINO.com>; Michael Biggs <mbiggs@CORRADINO.com>

Subject: RE: ***NEED ASSISTANCE***RELO:New Hwy 96

CAUTION: External Sender

Bryan,

Can you please provide a breakdown, or scope, for clarification as far as what the work for these items will include?

You show remove and relocate the school zone pole, so their plan would be to reuse the existing pole?

Thanks,

Sean Rouleau
Construction Services Manager
The Corradino Group
7000 Executive Center Drive, Suite 2-250
Brentwood, TN 37027
P. 727.600.3279
srouleau@corradino.com



From: Bryan Barton <b.barton@civilconstructors.com>
Sent: Wednesday, August 4, 2021 11:32 AM
To: David Hodnett <david.hodnett@franklintn.gov>; Sean Rouleau <srouleau@CORRADINO.com>;
Noah Kimbrough <nkimbrough@CORRADINO.com>; Michael Biggs <mbiggs@CORRADINO.com>
Subject: RE: ***NEED ASSISTANCE***RELO:New Hwy 96

Gentlemen,

I have finally gotten pricing from S&W on the following items:

- | | | | |
|---|---|----|------------|
| • Remove and relocate school zone pole | 1 | LS | \$5,082.00 |
| • Transfer school zone cable to new wood pole | 1 | LS | \$660.00 |

Please let me know if this is approved and I will get the work scheduled. We need to get the school zone pole moved in the next few days, as we will be placing base stone.

Thanks,

Bryan

Bryan W. Barton, P.E. | Senior Project Manager
Civil Constructors, LLC
425 Downs Blvd | Franklin, Tennessee 37064
O: (615) 236-9054 | C: (615) 982-2545
www.civilconstructors.com





File #: 21-02567

DATE: November 1, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0133, A Road Impact Fee Reimbursement Agreement With Franklin Capital Investment, LLC, Related To Improvements At Vintage At Watson Glen.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2020-0133, Amendment No. 1 to Road Impact Fee Reimbursement Agreement with Franklin Capital Investment, LLC.

BACKGROUND/STAFF COMMENTS:

On September 22, 2020, the Board of Mayor of Alderman approved Contract No. 2020-0133, Road Impact Fee Reimbursement Agreement with Franklin Capital Investment, LLC ("Agreement"), related to improvements at Vintage at the Watson Glen planned urban development ("Development Project").

On September 23rd, 2021, Vintage Franklin, LLC, acquired the property related to the Development Project from Franklin Capital Investment, LLC. The former developer would like to update the Agreement to reflect the new developer, Vintage Franklin, LLC.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to Contract No. 2020-0133.

**AMENDMENT NO. 1 TO
ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
FOR VINTAGE AT WATSON GLEN PUD SUBDIVISION
COF Contract No. 2020-0133**

THIS AMENDMENT is made and entered into on this the _____ day of _____, 2021, by and between the **City of Franklin, Tennessee** ("City") and **Franklin Capital Investment, LLC** ("Developer").

WITNESSETH:

WHEREAS, City and Developer entered into a Road Impact Fee Reimbursement Agreement For Vintage At Watson Glen PUD Subdivision COF Contract No. 2020-0133 ("Agreement"), attached as Exhibit A, dated 6th day of May 2021; and

WHEREAS, on September 23, 2021, Vintage Franklin, LLC, acquired the property related to the Development Project from Developer; and

WHEREAS, as a result of the aforementioned divestiture, Developer would like to assign the Agreement to the new entity owner, Vintage Franklin, LLC.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Definition. All Vintage Franklin, LLC agrees to assume all obligations and rights as "Developer" under the Agreement. All references to "Developer" under the Agreement shall now refer to Vintage Franklin, LLC.
3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly

referencing this Amendment by section number and signed by an authorized representative of each party.

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

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

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

All other provisions of the Agreement dated May 6, 2021, are unchanged and remain in full force and effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

FRANKLIN CAPITAL INVESTMENT, LLC

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

VINTAGE FRANKLIN, LLC

Eric S. Stuckey
City Administrator
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney

ROAD IMPACT FEE REIMBURSEMENT AGREEMENT FOR VINTAGE AT WATSON GLEN PUD SUBDIVISION
COF CONTRACT NO. 2020-0133

This agreement ("Agreement") is entered into between The City of Franklin, Tennessee ("City") and Franklin Capital Investment, LLC, ("Developer"), on this the 6 day of May, 2021, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Vintage at Watson Glen PUD Subdivision Development Plan COF Project #7247, (the "Development Project"); and

WHEREAS, the City has required the Developer to design, acquire right-of-way, acquire easements, obtain permits, and construct certain roadway improvements (the "Improvements") as a requirement of the Development Project as shown on Exhibit A; and

WHEREAS, the Improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan, Connect Franklin; and

WHEREAS, the Developer has made application to offset a portion of the costs of these improvements against any Road Impact Fees due from the Development Project.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of arterial road impact fees pursuant to the FMC.
2. **TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fulfilled all obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
3. **PROJECT.** The Developer has submitted reliable information related to the costs of construction of the following Improvements:
 1. Lengthen the westbound turn bays at Royal Oaks and Highway 96
 2. Construct triple northbound right turns at Royal Oaks Boulevard and Highway 96
 3. Extend the northbound turn lanes to Riverside Drive at the Royal Oaks Boulevard and Highway 96.
 4. The closure of the median on Royal Oaks Boulevard at Rand Place Median Access.
 5. The partial closure of the median on Royal Oaks Boulevard at Watson Glen Access.
4. **ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT.** The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is Eight Hundred Fifty-Two Thousand Nine Hundred Fifty-Eight and No/100 Dollars (\$852,958.00) for the Development Project and the total reimbursement to the Developer is estimated to

be Eight Hundred Fifty-Two Thousand Nine Hundred Fifty-Eight and No/100 Dollars (\$852,958.00). At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project.

5. APPROVAL OF CONTRACTS AND AGREEMENTS. The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

6. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

7. PERMITS. The Developer shall be solely responsible for obtaining and complying with all necessary local, state, and federal permits associated with the Improvements.

8. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as \$20.00 per SF, and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

9. OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

- a. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site improvements.
- b. At a minimum, the Developer shall offer fair market value for all right-of-way and or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by a professional real estate appraiser or other means as approved by the City Engineer.
- c. Should negotiations fail, the City agrees to assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

10. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).

- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, internal management fees and turn lanes / signal improvements that benefit solely the Development Project and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

13. MISCELLANEOUS.

- a. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. **Severability.** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Approved by the Franklin Board of Mayor and Aldermen on September 22, 2020.

WITNESS our hands on the dates as indicated.

DEVELOPER

Franklin Capital Investment, LLC by:

Print Name: Bob G. Goolsby

Title: President

STATE OF TENNESSEE)
)
COUNTY OF Sumner)

Before me, Mary Webb Nolan, a Notary Public of said County and State, personally appeared Bob Goolsby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be President (or other officer authorized to execute the instrument) of President, the within named bargainor, a President, and that him as such President executed the foregoing instrument for the purposes therein contained.

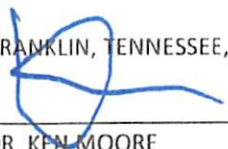
Witness my hand and seal on this 13th day of October, 2020.



Mary Webb Nolan
Notary Public
My Commission Expires: 7/2/2024

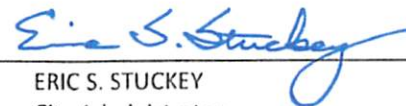
CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: 

DR. KEN MOORE

Mayor

Date: 05-06-21By: 

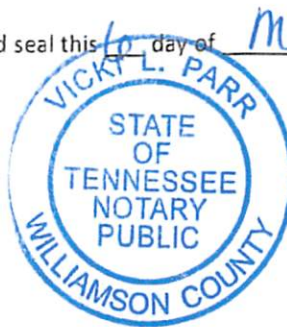
ERIC S. STUCKEY

City Administrator

Date: 05-06-21STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this 6 day of May, 2021.



Notary Public

My Commission Expires: 1/16/2024

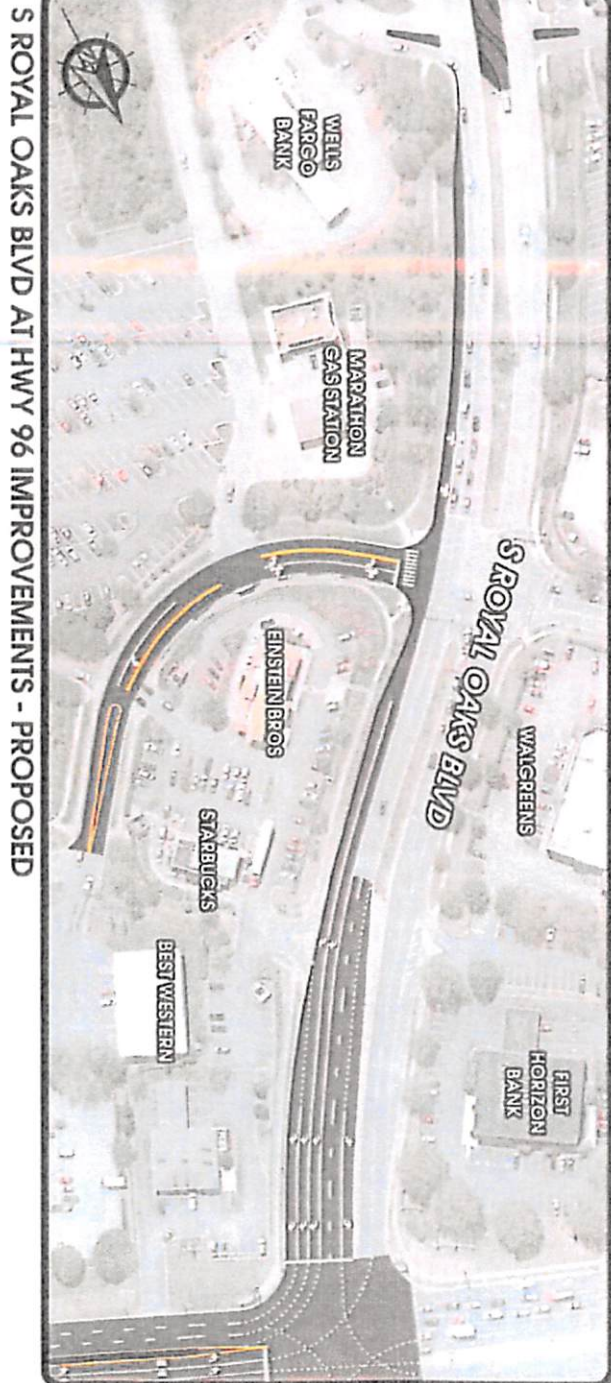
Approved as to form by:

DocuSigned by:


Maricruz R. Fincher, Staff Attorney

COF 2020-0133
Exhibit A
PG 1 of 2

Critical Intersection Analysis – Recommended Improvements



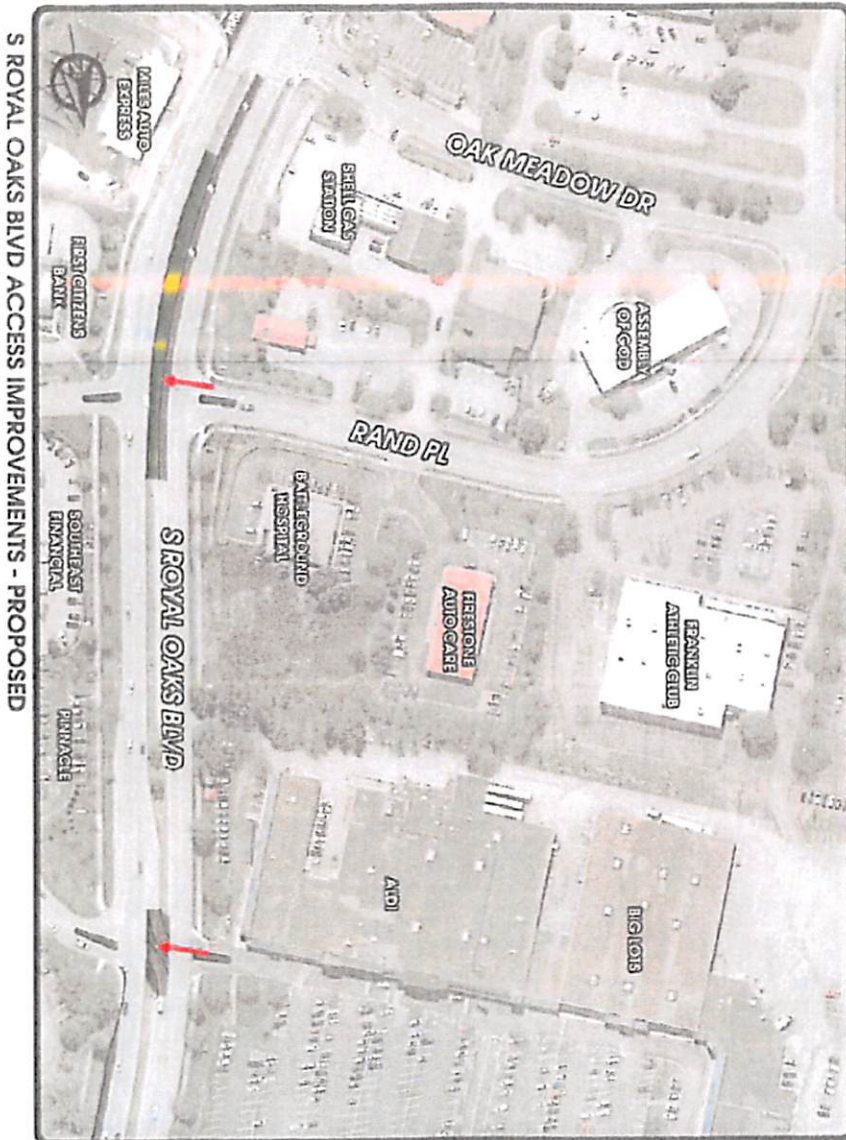
S ROYAL OAKS BLVD AT HWY 96 IMPROVEMENTS - PROPOSED

BUILD-OUT SCENARIOS:

- LENGTHEN WESTBOUND TURN BAYS @ ROYAL OAKS
- CLOSE MEDIAN TO HELP CAPACITY AND IMPROVE SAFETY
- TRIPLE RIGHTS NORTHBOUND
- EXTEND NORTHBOUND RIGHT TURN LANE

COF 2020-0133
Exhibit A
PG 2 of 2

Critical Intersection Analysis – Recommended Improvements



S ROYAL OAKS BLVD ACCESS IMPROVEMENTS - PROPOSED

BUILD-OUT SCENARIOS:

- CLOSE RAND PLACE MEDIAN ACCESS:
 - ACCOMMODATES LONGER SOUTHBOUND LEFT TURN LANE STORAGE @ OAK MEADOW DR
 - IMPROVES LEVEL OF SERVICE
- WATSON GLEN/PUBLIX MEDIAN ACCESS RESTRICTION:
 - LEFTS STILL ALLOWED INTO BUSINESS ACCESS DRIVES
 - UTILIZE INTERNAL CIRCULATION OR SERVICE ROADS TO GET TO OAK MEADOW OR CENTER POINT/RIVERSIDE SIGNALS
- EXTEND SOUTHBOUND LEFT TURN LANE FOR DEVELOPMENT AT OAK MEADOW
- OAK MEADOW SPEED TO 30MPH



File #: 21-02666

DATE: November 16, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Kelly Dannenfelser, Asst. Director of Planning
Amanda Rose, Preservation Planner

SUBJECT:

Consideration Of Resolution 2021-170, A Resolution To Adopt The Historic Wayfinding Guidelines.
CWHC 11/10/21, 12-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the proposed Historic Wayfinding Plan ("Plan").

BACKGROUND/STAFF COMMENTS:

The [Plan](#) is the culmination of a two-year study by the Wayfinding Subcommittee of the City's Civil War Historical Commission. The study utilized the commission's research from a 2017 effort by Dr. Sam Gant and Mr. Sam Huffman to document all Civil War-related signage in the city limits. This research indicates that a collection of various sign messages exists, with a hodgepodge of colors, messaging, and shapes. Many of the signs are also aging and in poor repair. Additionally, the research shows that the extant signage does not direct to all the historic sites, and it does not provide consistent and clear direction on how to arrive at these sites.

The commission created the Wayfinding Sign Subcommittee to vet the signage, to establish objectives and goals, and develop the Plan. The subcommittee has worked closely with Planning & Sustainability, Engineering, and Streets Department staff to analyze the existing conditions, determine the most appropriate ways by which to develop a new program to meet all local and state traffic standards, and to design a sign package that is unique, attractive, and affordable. Ultimately, the subcommittee is confident that the Plan:

- Improves and enhances the citizen and visitor experience by creating a cohesive, consistent wayfinding program for Franklin's historic resources;
- Creates a landmark that will both indicate a wayfinding message and be distinctive from other guide signs;
- Broadens the number of driving routes so as to include the city limits of Franklin, all major corridors, and downtown Franklin;
- Educates citizens and visitors by introducing a Fuller Story of the local Civil War experience;

- Meets applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD) for guide signage; and
- Provides the City of Franklin with a guide by which to produce and install the signs in an easily expandable and sustainable manner.

The Plan includes the brandmark and specifications for new signage that can be produced in-house and installed by City staff in an economical manner. It also identifies the locations of all existing signage, classifies all signage to remain, and demonstrates the locations of all proposed new signs. A corresponding [Story Map](#) houses the detailed locations and sign content.

The Civil War Historical Commission considered the Plan during its November 10, 2021 meeting and voted unanimously (12-0) to recommend approval of the Wayfinding Plan to the BOMA.

FINANCIAL IMPACT:

The financial impact of the Wayfinding Plan is anticipated to be a maximum of \$45,000. As a result, as part of Ordinance 2021-50, FY 2022 Budget Amendment #2, \$45,000 has been proposed to be added to the Hotel/Motel Fund, account 150-83643-41700.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge Resolution 2021-170.



Historic Wayfinding Plan Proposal

Board of Mayor and Aldermen
Work Session
December 14, 2021

Project Overview

- WHO:** Civil War Historical Commission's Wayfinding Sign Subcommittee
- WHAT:** Comprehensive historic wayfinding program
- WHERE:** City limits of Franklin, along all major corridors and in downtown core



Carnton



Collins Farm



Eastern Flank



Carter House



Masonic Hall



Visitor Center



Fort Granger



McLemore House



Historic District



Lotz House



Winstead Hill



Rest Haven & City
Cemeteries

Expanded Wayfinding Program: Locations

Expanded Wayfinding Program: Routes

*denotes existing route

Columbia Ave.*
(extended to City limits)

Lewisburg Ave.*
(extended to Lewisburg Pk. /
Goose Creek Bypass)

Murfreesboro Rd.*

Mack Hatcher Memorial Pkwy.

Highway 96 W.*

W. Main St. / Carters Creek Pk.

Franklin Rd.*

Hillsboro Rd.

Interstate 65*

Cool Springs Blvd.

E. McEwen Dr.

Project Overview

- WHEN:** TBD by BOMA
- Subcommittee has provided Priority Levels 1-3
- WHY:** Franklin deserves a Historic Wayfinding Plan that serves its citizens and visitors by directing to **ALL** Civil War historic sites in a consistent and accurate manner that is branded and aesthetically pleasing

Project Overview

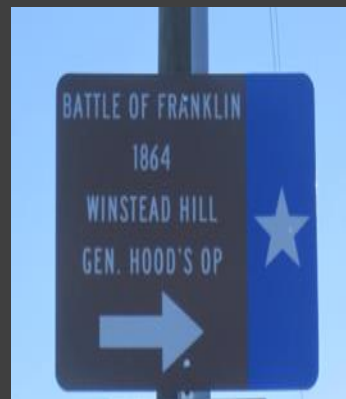
HOW: Subcommittee and Planning staff liaison have worked with Engineering and Streets Departments to develop a prototype that

- **improves** and **enhances** the citizen and visitor **experience** by creating a **cohesive, consistent** wayfinding program for Franklin's historic resources;
- creates a **brandmark** that will both indicate a wayfinding message distinctive from other guide signs;
- **broadens** the number of driving routes to include the city limits of Franklin, all major corridors, and downtown Franklin;

Project Overview

- **educates** citizens and visitors by introducing a Fuller Story of the local Civil War experience;
- meets applicable Manual on Uniform Traffic Control Devices (MUTCD) Standards; and
- Provides the City with a guide by which to produce and install the signs in an easily **expandable and sustainable** manner.

Existing Sign Types





The sign shall be placed on an existing light post 7' from grade.

Brandmark Prototype



Story Map

To view the interactive Story Map of the Wayfinding Signage, click [here](#).

Summary of Key Information

- 94 total signs in program
 - 40 existing signs to be removed
- Estimated cost of approximately \$45,000, which can be funded through Hotel/Motel Tax
- Broadens number of routes
- Increases locations to embrace Fuller Story
- Enhances visitor's experience

RESOLUTION 2021-170

RESOLUTION TO ADOPT THE HISTORIC WAYFINDING GUIDELINES

WHEREAS, the Civil War Historical Commission provides expert advice to the Board of Mayor and Aldermen and City Administrator in the identification, preservation, interpretation, maintenance, and recognition of battlefield and sites related to all aspects of the Civil War that are historic within Franklin; and

WHEREAS, the Wayfinding Sign Subcommittee of the Civil War Historical Commission was established to survey all historic site-related signage in the rights-of-way of Franklin and to evaluate the effectiveness of the signage; and

WHEREAS, the Subcommittee determined that a more consistent, inclusive, cohesive, and branded message would better serve the citizens and visitors of Franklin; and

WHEREAS, the Subcommittee developed Historic Wayfinding Guidelines ("Plan"), attached as Attachment A, that provides consistency in brandmarking; educates citizens and visitors by including a Fuller Story of the Civil War experience through the incorporation of additional sites; broadens the number of driving routes to include the city limits, downtown, and all major corridors; and

WHEREAS, the Plan meets applicable Manual on Uniform Traffic Control Devices standards and provides the City with a guide by which to produce and install signs in an easily expandable and sustainable manner; and

WHEREAS, the Plan provides branding and wayfinding guidelines for the brandmark logo and for the general placement, size, material, consistency, color, and direction of the signs; and

WHEREAS, The Civil War Historical Commission has voted unanimously to support the Plan; and

WHEREAS, the Historic Wayfinding Guidelines shall be utilized for by the City of Franklin Departments on City owned municipal property and rights-of-way.

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

The City of Franklin hereby adopts the Historic Wayfinding Guidelines.

Duly passed by the Board of Mayor and Aldermen on the ____ day of _____ 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Maricruz R. Fincher, Staff Attorney



HISTORIC WAYFINDING GUIDELINES

January 2022



HISTORIC WAYFINDING GUIDELINES

Table of Contents

Table of Contents	2
Executive Summary	3
Purpose and Goals	4
Existing Signs	5
New Wayfinding Signs	6
Brandmark	6
Area Maps	7
Wayfinding Signage Locations	16
Wayfinding Signage Routes	17
Key Renderings	18
Acknowledgements	21

HISTORIC WAYFINDING GUIDELINES

Executive Summary



The Historic Wayfinding Plan is the culmination of a two-year study by the Wayfinding Subcommittee of the City's Civil War Historical Commission, which consists of citizens appointed by the Board of Mayor and Aldermen. The study utilized the commission's research from a 2017 effort by Dr. Sam Gant and Mr. Sam Huffman to document all Civil War-related signage in the city limits. This research indicates that a collection of various sign messages exists, with a hodgepodge of colors, messaging, and shapes. Many of the signs are also aging and in poor repair. Additionally, the research shows that the extant signage does not direct to all the historic sites, and it does not provide consistent and clear direction on how to arrive at these sites.

The commission created the Wayfinding Sign Subcommittee to vet the signage and to determine where to guide citizens and tourists, where signs are best located to provide this assistance, and how best to brand the signage to create a unique experience of the users. Ultimately, the subcommittee determined that Franklin deserves a Historic Wayfinding Plan that serves its citizens and visitors by directing to all Civil War historic sites in a consistent and accurate manner that is branded and aesthetically pleasing.

The subcommittee worked closely with its staff liaison, Amanda Rose, as well as additional Planning & Sustainability staff, Engineering staff, and Streets staff to analyze the existing conditions, determine the most appropriate ways by which to develop a new program to meet all local and state traffic standards, and to design a sign package that is unique, attractive, and affordable.

This plan outlines the Purpose and Goals of the wayfinding program, identifies the inefficiencies of the existing signage, provides a landmark and specifications for new signage that can be produced in-house and installed by City staff in an economical manner, identifies the locations of all existing signage, classifies all signage to remain, and demonstrates the locations of all proposed new signs.



HISTORIC WAYFINDING GUIDELINES

Purpose and Goals

The purpose of the Historic Wayfinding Plan is to serve as a reference document for the placement of directional signage to Franklin's historic sites. The identification of historic resources and cultural amenities is a paramount objective to the community, and the Historic Wayfinding Plan builds upon this objective by addressing the following considerations:

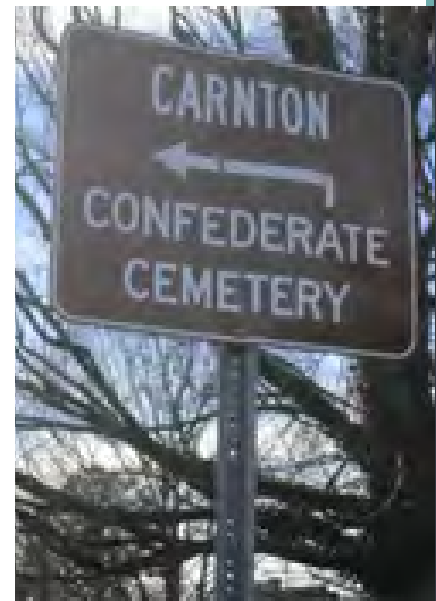
- Improves and enhances the citizen and visitor experience by creating a cohesive, consistent wayfinding program for Franklin's historic resources;
- Creates a landmark that will both indicate a wayfinding message and be distinctive from other guide signs;
- Broadens the number of driving routes so as to include the city limits of Franklin, all major corridors, and downtown Franklin;
- Educates citizens and visitors by introducing a Fuller Story of the local Civil War experience
- Meets applicable standards of the Manual on Uniform Traffic Control Devices (MUTCD) for guide signage; and
- Provides the City of Franklin with a guide by which to produce and install the signs in an easily expandable and sustainable manner.



HISTORIC WAYFINDING GUIDELINES

Existing Signs

The photographs below demonstrate the variety of colors, messaging, and shapes of the existing signage. Many of the signs are also aging and in poor repair. In addition, the signage content requires revisions to provide the correct names and directions to the historic sites.



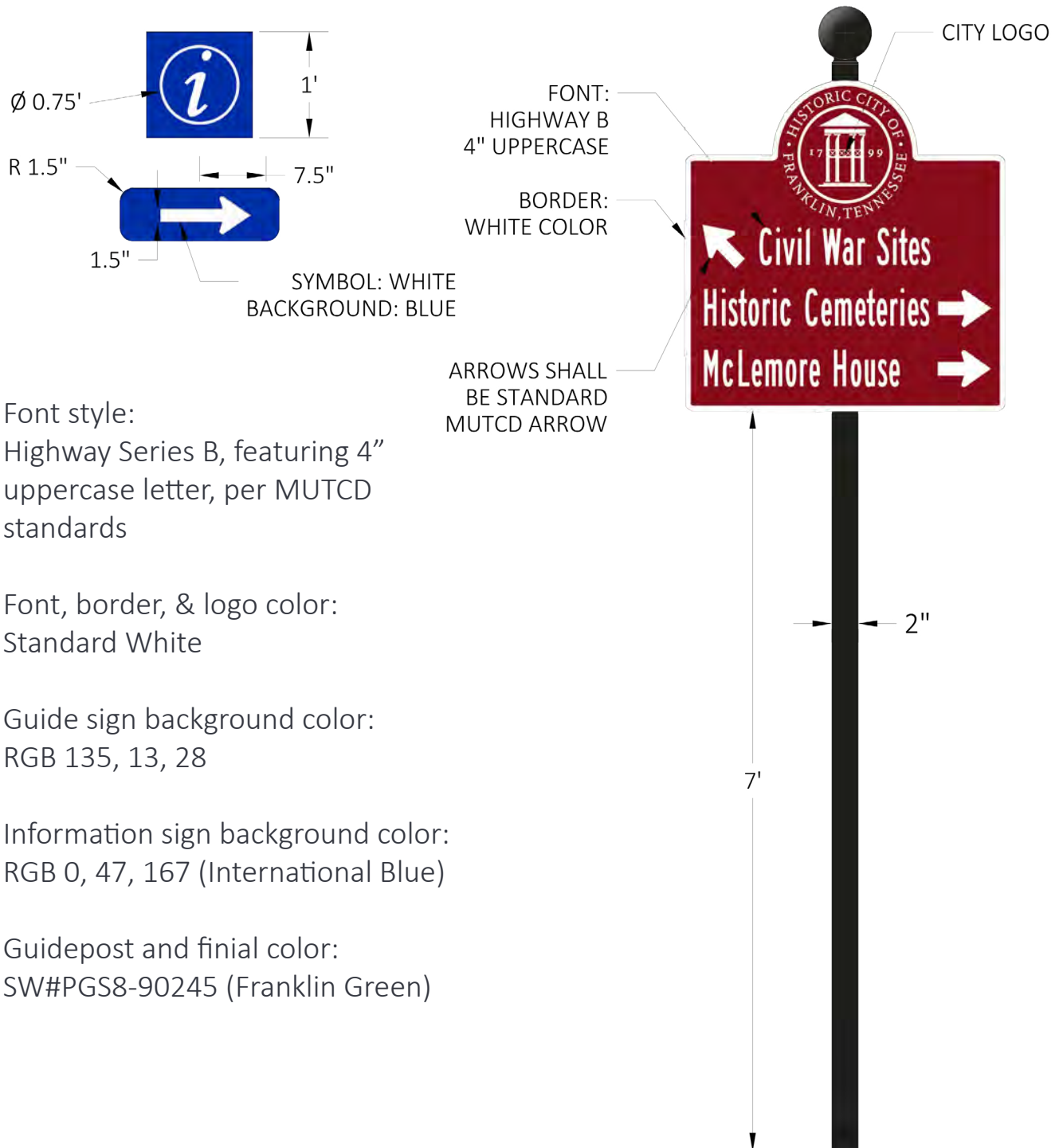


HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Brandmark

City of Franklin Historic Wayfinding Sign Prototype



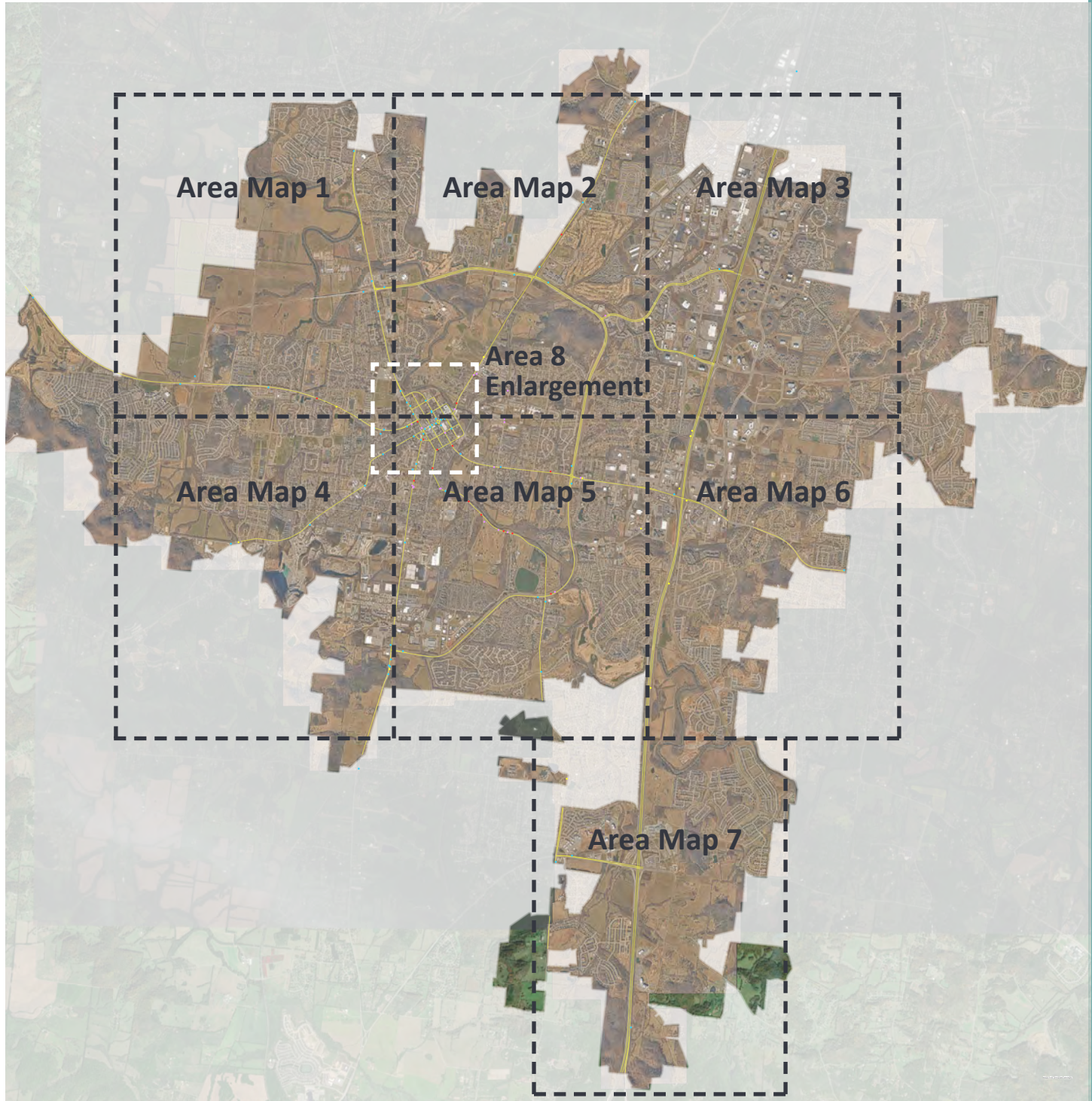


HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Area Maps

The following area maps demonstrate the locations of all existing signs to remain, all existing signs to be replaced, all existing signs to be removed, and all new signs. To view the interactive StoryMap of the Wayfinding Signage, please click [here](#).





HISTORIC WAYFINDING GUIDELINES

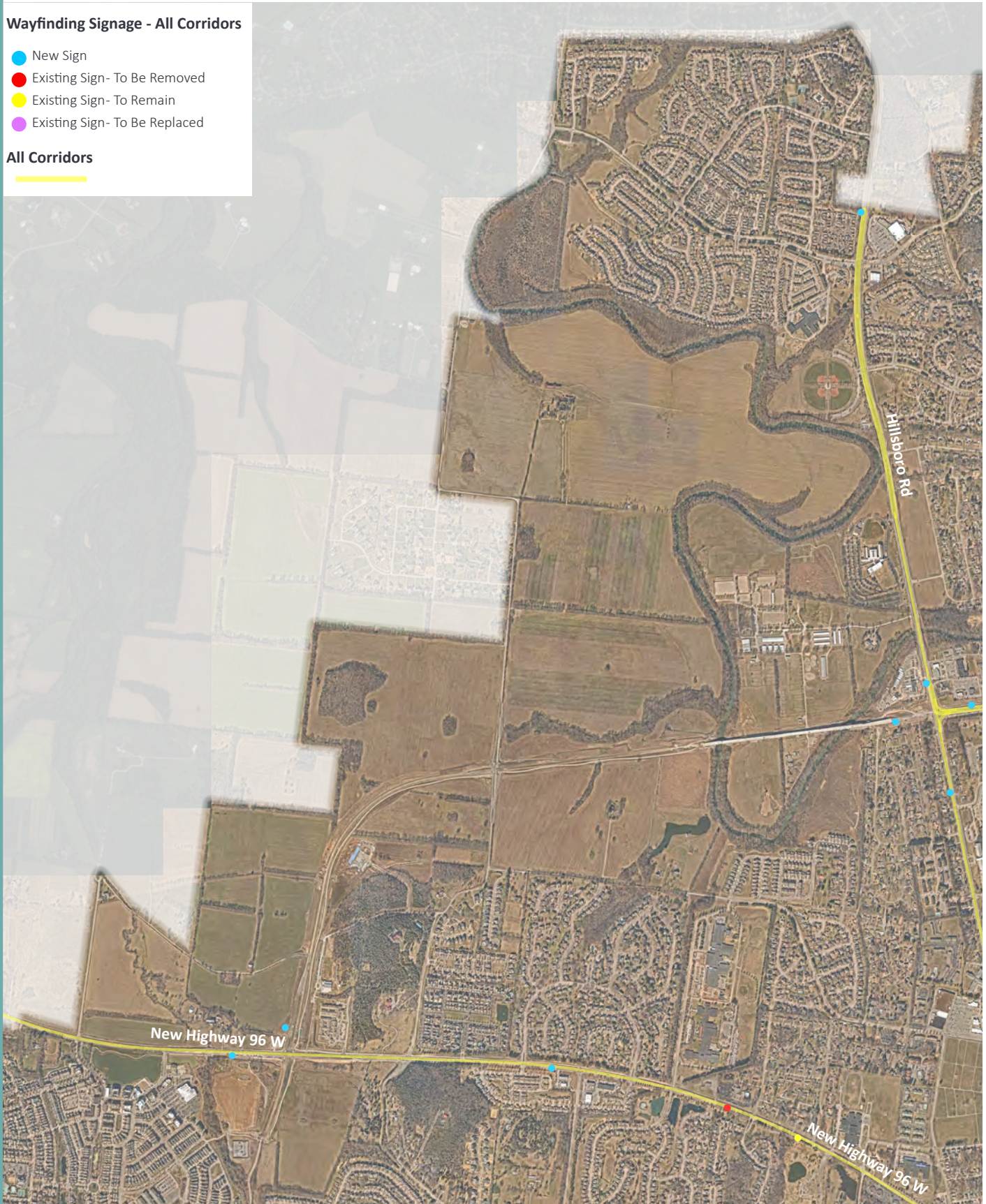
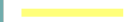
New Wayfinding Signs

Area Map 1

Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

All Corridors





HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Area Map 2

Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

All Corridors





HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Area Map 3

Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

All Corridors





HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Area Map 4

Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

All Corridors





HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

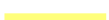
Area Map 5



Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

All Corridors

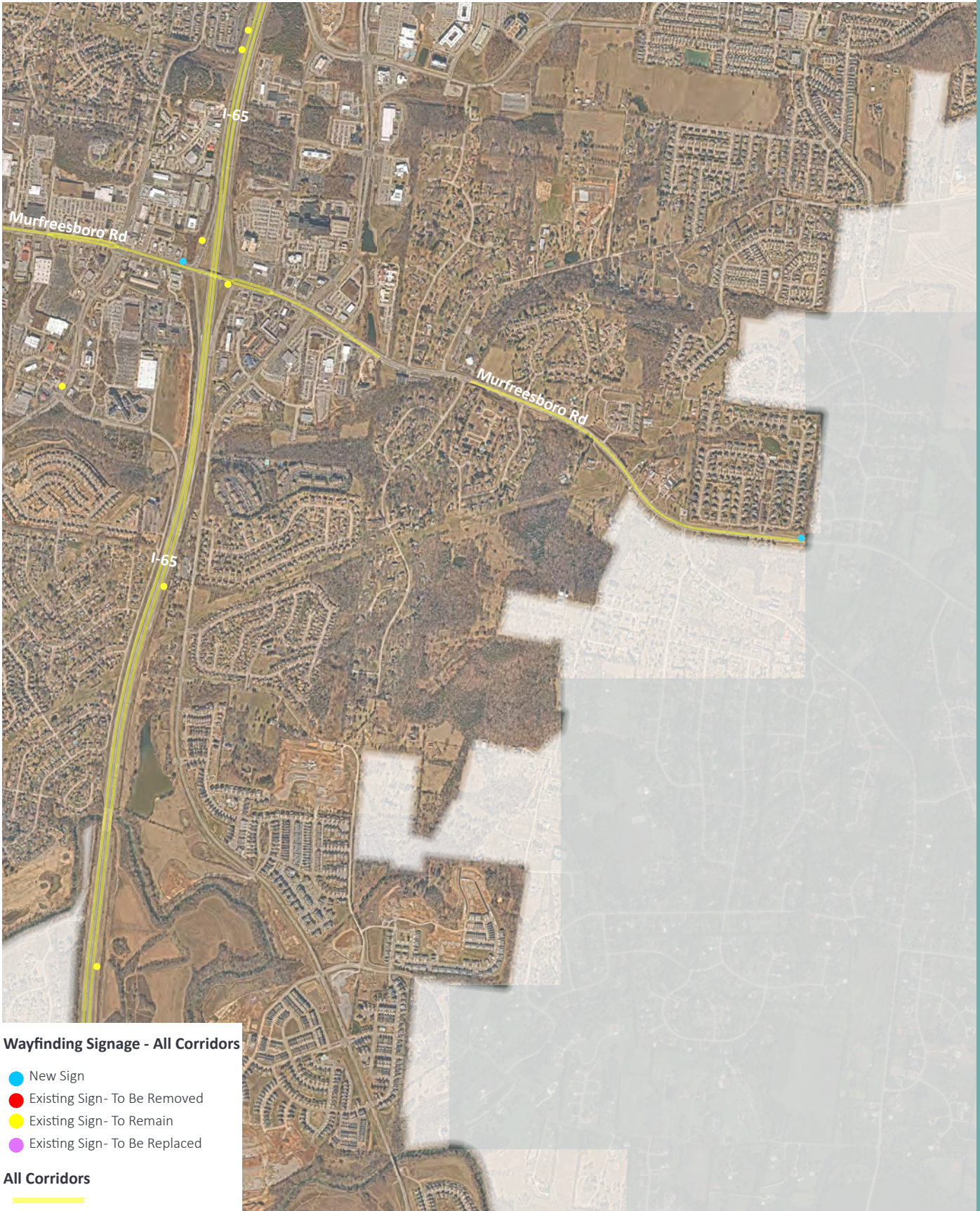




HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Area Map 6



Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

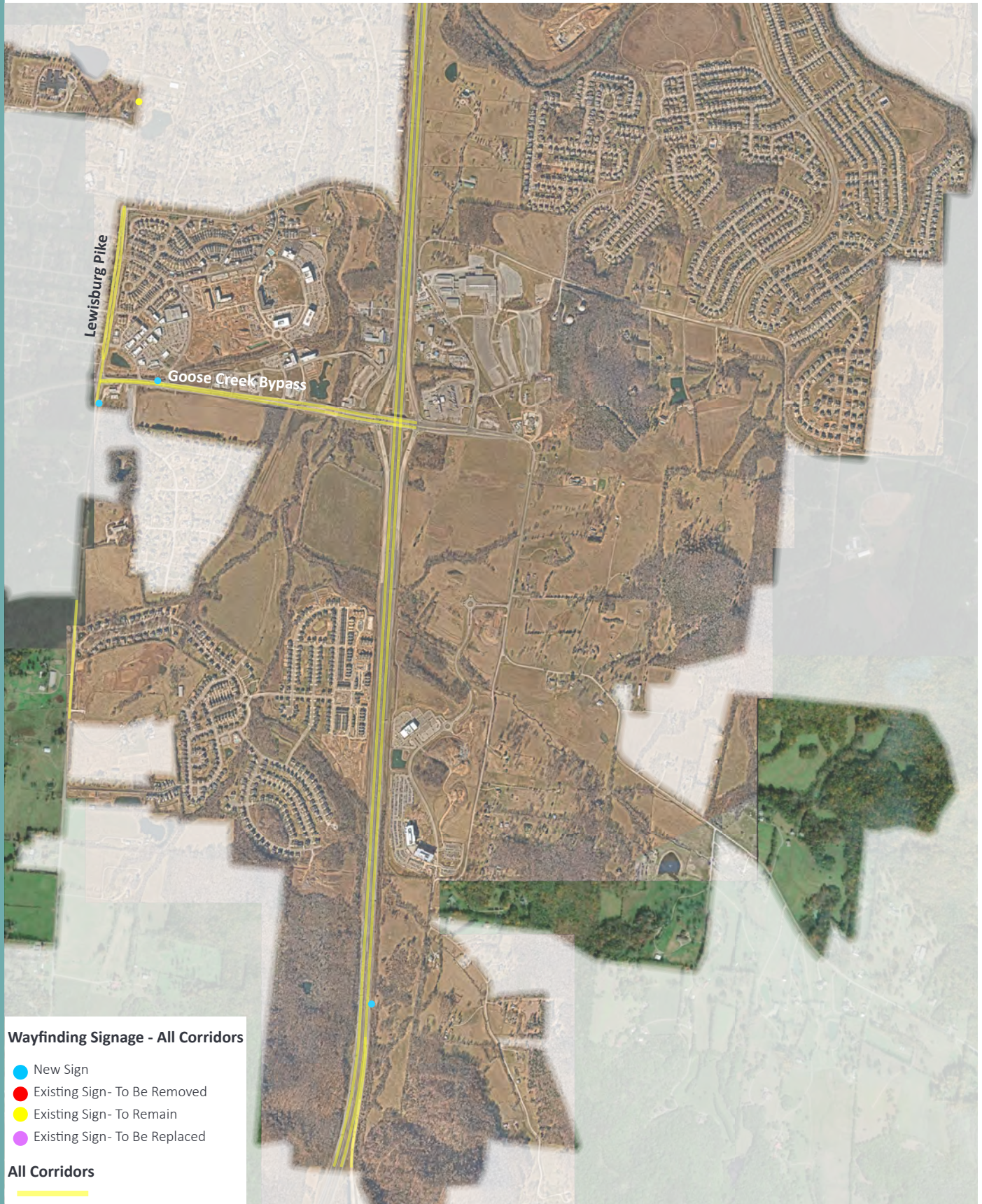
All Corridors



HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Area Map 7



Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

All Corridors





HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Area Map 8 - Central Downtown Enlargement

Wayfinding Signage - All Corridors

- New Sign
- Existing Sign- To Be Removed
- Existing Sign- To Remain
- Existing Sign- To Be Replaced

All Corridors





HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Wayfinding Signage Locations

Below are the locations that comprise the Historic Wayfinding Plan. As additional publicly-accessible historic sites and civil war interpretation become available, additional signs may be added.



Carnton



Collins Farm



Eastern Flank



Carter House



Masonic Hall



Visitor Center



Fort Granger



McLemore House



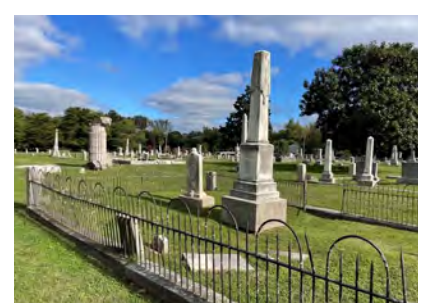
Historic District



Lotz House



Winstead Hill



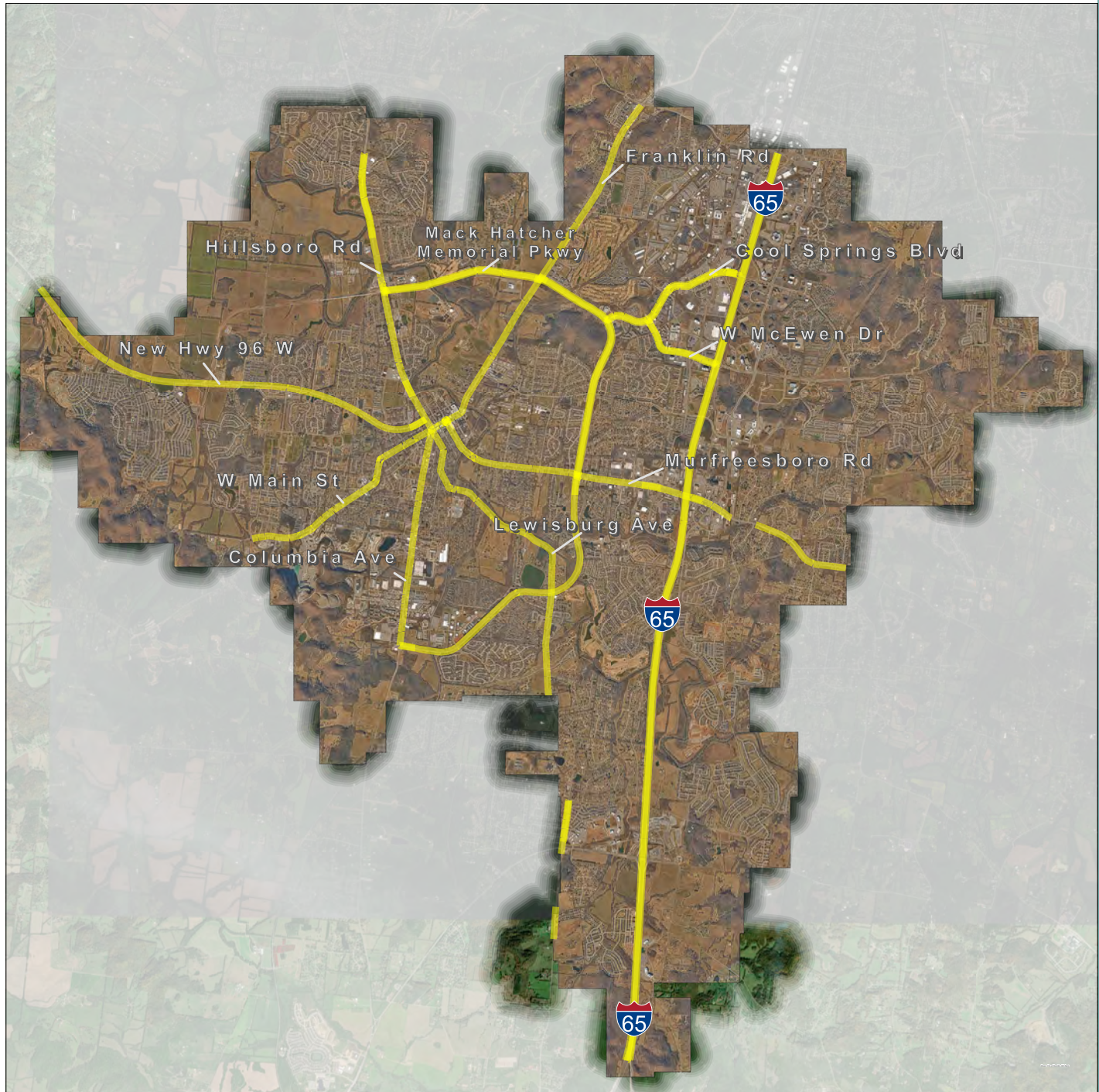
Rest Haven & City
Cemeteries



HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Wayfinding Signage Routes





HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Key Renderings

Historic signage on a decorative street light



The sign shall be placed on an existing light post 7' from grade.

MAIN STREET SIGN
ON LIGHT POST



HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Key Renderings

Historic signage with post and finial along Lewisburg Pike



The bottom of the sign shall be placed 7' from grade.



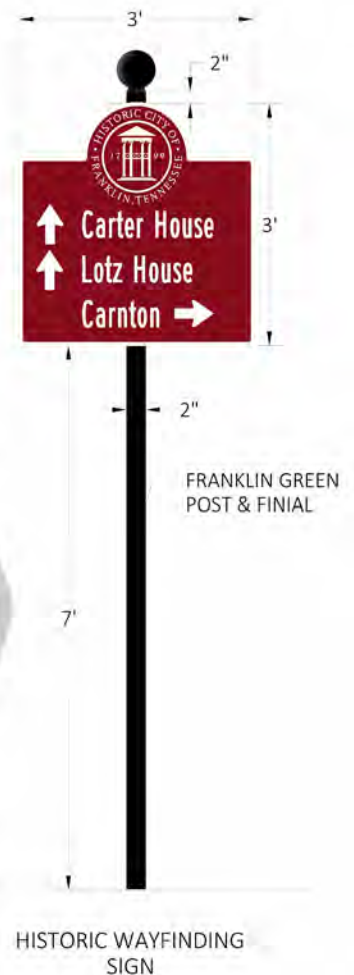


HISTORIC WAYFINDING GUIDELINES

New Wayfinding Signs

Key Renderings

Historic signage placed along Columbia Avenue prior to Fowlkes Street



The bottom of the sign shall be placed 7' from grade.



HISTORIC WAYFINDING GUIDELINES

Acknowledgements

The Civil War Historical Commission would like to express its appreciation to those individuals who gave their time, knowledge, and assistance in the development of the Historic Wayfinding Plan.

Civil War Historical Commission

Rachael Finch, Chair
Rich Buckner, Vice Chair
Steve Bacon
Sam Gant
Sam Huffman
Eric Jacobson
Kelly Kautzman
Pam Lewis
Alma McLemore
Mary Pearce
Clay Perry
Bob Ravener
Alan Simms
Scott Speedy
Tim Stillings
Megan Weisinger
Blake Wintory

Wayfinding Subcommittee

Rich Buckner, Wayfinding Subcommittee Chair
Steve Bacon
Rachael Finch
Pam Lewis
Mary Pearce
Bob Ravener
Megan Weisinger

City of Franklin Staff

Amanda Rose, Project Lead,
Preservation Planner
Mike Collier, Sign Production Specialist
Annette Dalrymple, Graphic Designer
Kelly Dannenfelser, Assistant Planning Director
Jack Goins, Sign Production Supervisor
Victoria Hensley, Planner
Jonathan Marston, Assistant Engineering Director
Adam Moser, Traffic/Transportation Engineer III
Andrew Southern, GIS Specialist
Emily Wright, Planning Director

With Special Assistance From

Mike Alexander, Signs First
Anthony Lopez, Signs First



File #: 21-02228

DATE: June 29, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor

SUBJECT:

Acknowledgement Of Progress Report On Resolution 2020-295, A Resolution Adopting A Plan Of Services For The Annexation Of 2208 Crossway Drive And 1190 Lewisburg Pike, By The City Of Franklin, Tennessee. Establishing A Public Hearing For January 11, 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the progress reports required by State Law, for Plans of Services adopted by the City of Franklin.

BACKGROUND/STAFF COMMENTS:

Changes were made to State Law, effective May 2015, that affected the annexation process, including the Plan of Services adopted as part of an annexation. Not only is a Plan of Service required for any annexation considered by a municipality, but a progress report is required six months after the adoption of the Plan of Services and annually thereafter until such a time as the City has fulfilled all of its obligations. The progress report is required to be published in a newspaper of general circulation, and a public hearing is required to be held. The progress report provided identifies only the City's obligations for extending services to the annexed properties. It should be noted that many times, the Plan of Services is written to require the extension of public infrastructure as development occurs, and not necessarily immediately after an annexation becomes effective.

This public hearing addresses the Plan of Services for two properties, 2208 Crossway Drive and 1190 Lewisburg Pike. These properties were annexed, effective on April 13, 2021. An associated development plan was approved at the same time as the annexation and Plan of Services (Tuck Away PUD). At this time, the City has fulfilled any and all of its obligations as outlined in Resolution 2020-295. There will be no other reports given for this Plan of Services.

FINANCIAL IMPACT:

Thus far, additional staffing resources or equipment has been deemed unnecessary to provide services to the annexed properties.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the Plan of Services Progress Report for Resolution 2020-295.

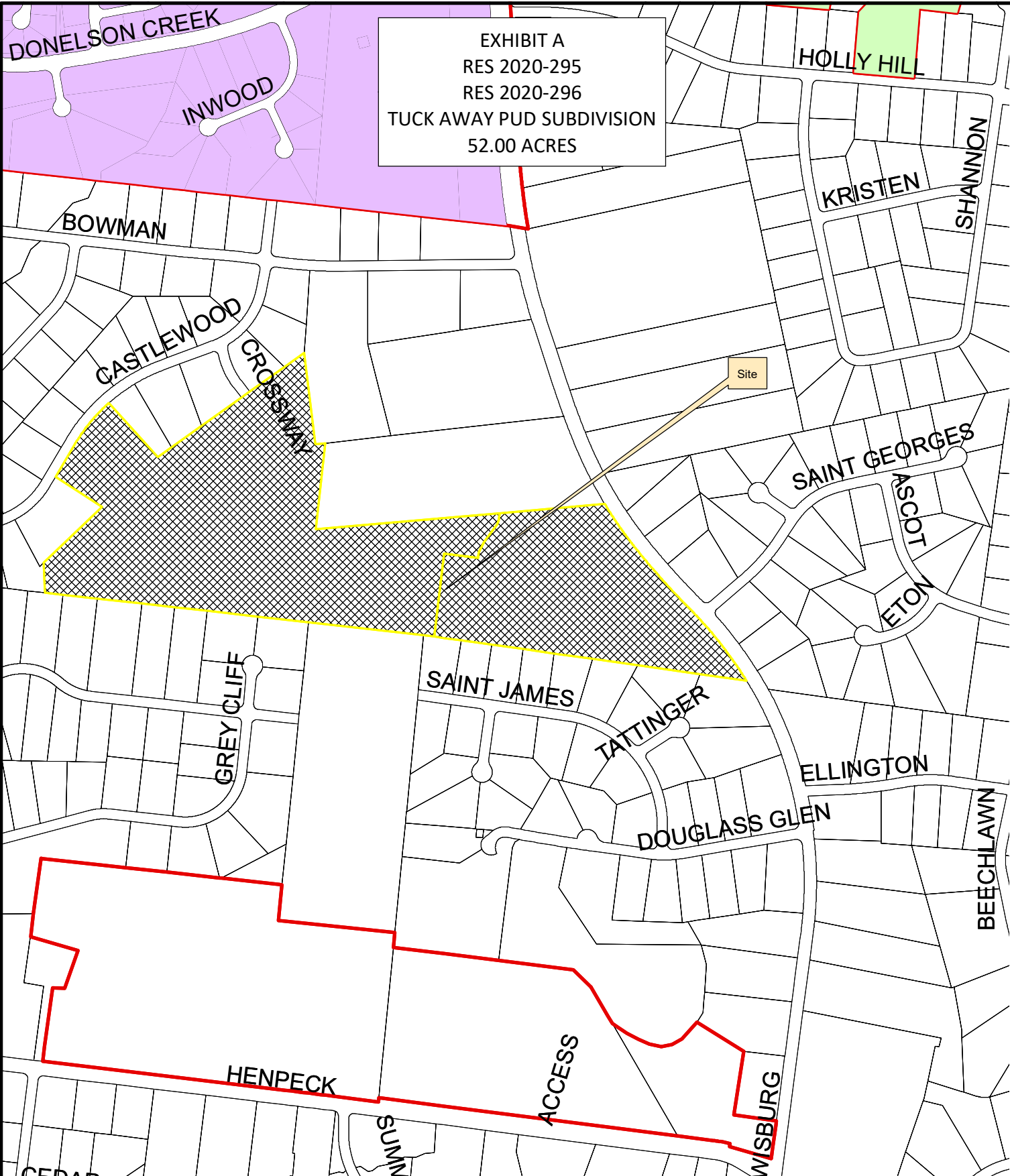
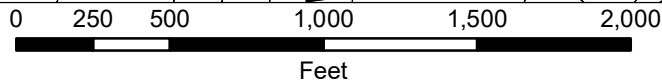


EXHIBIT A
RES 2020-295
RES 2020-296
TUCK AWAY PUD SUBDIVISION
52.00 ACRES

Legend

-  Tuck Away PUD Subdivision
-  Existing City Limits



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2016. All rights reserved.

Progress Report

Date: December 14, 2021

Purpose: to provide the six-month report on the status of the extension of services according to the Plan of Services and any changes proposed, as required by TCA 6-51-108 for the following Plan of Services:

Resolution 2020-295, A Resolution Adopting A Plan Of Services For The Annexation Of 2208 Crossway Drive And 1190 Lewisburg Pike, By The City Of Franklin, Tennessee.

Properties:

Parcel	Address
105-28.01	2208 Crossway Drive
106-8.00	1190 Lewisburg Pike

Services	City's Obligation	Status of City's Obligation
Water	Owner responsible to provide adequate fire flow and pressure to the property	Fulfilled
Reclaimed Water	No extensions required	Fulfilled
Wastewater	No additional extensions required; owner responsible for all required extensions to the property	Fulfilled
Stormwater	Owner responsible for engineering, design, and construction of necessary stormwater infrastructure	Fulfilled
Streets	Emergency maintenance of streets begins with effective date of annexation	Fulfilled
Traffic Control	No additional traffic control devices required	Fulfilled
Street Lighting	No additional off-site street lighting required	Fulfilled
Street Name Signs	No additional street name signs required	Fulfilled
Fire Protection	Fire Protection begins on and after the effective date of annexation	Fulfilled
Planning and Zoning	Property to be zoned pursuant to the Franklin Zoning Ordinance.	Fulfilled
Parks and Recreation	Benefit and use of recreational facilities made available.	Fulfilled
Police Protection	Police patrol and response to calls by the Franklin Police Department.	Fulfilled
Building and Code Inspection Services	Building and code inspection services to begin in the annexed area.	Fulfilled
Garbage and Recycling Pickup and Environmental Services	Sanitation and Environmental Services will begin providing services in the annexed area.	Fulfilled

At this time, the City has fulfilled its obligations, and no other reports will be provided for this Plan of Services.

RESOLUTION 2020-295

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 2208 CROSSWAY DRIVE AND 1190 LEWISBURG PIKE, BY THE CITY OF FRANKLIN, TENNESSEE.

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

WHEREAS, Jim Cross, (Owner) of property located at 2208 Crossway Drive and 1190 Lewisburg Pike (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Property is located south of Bowman Road and west of Lewisburg Pike, noncontiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
105-28.01	34.79
106-8.00	17.21
Total	52.00

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

WHEREAS, the Plan of Services has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by T.C.A. § 6-51-102, as amended; and

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

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

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

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

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

A. Water

1. The Property is located within the City of Franklin service area.
2. Water availability shall be approved and provided through the City of Franklin prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, an approximately 3,000-foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

C. Wastewater

1. The Property lies within the SW4 Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to extend the sanitary sewer main approximately 2,500 linear feet to provide service to the Property.
3. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8-inch sanitary sewer main.
4. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
5. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
6. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from the extension of Crossway Drive that will line up with the planned curb cut on Lewisburg Pike.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.

2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of streetlights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. The Envision Franklin Land Use Plan places the subject properties in the Large Lot Residential Design Concept. Envision Franklin recommends that new development in Large Lot Residential have a minimum lot size of one acre or more to fit contextually with surrounding neighborhoods and be designed around natural features to highlight forested areas, hillsides and hilltops, streams, and tree rows.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Dedication Ordinance.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

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

N. Garbage and Recycling Pickup and Environmental Services

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

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

ADOPTED THIS _____.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

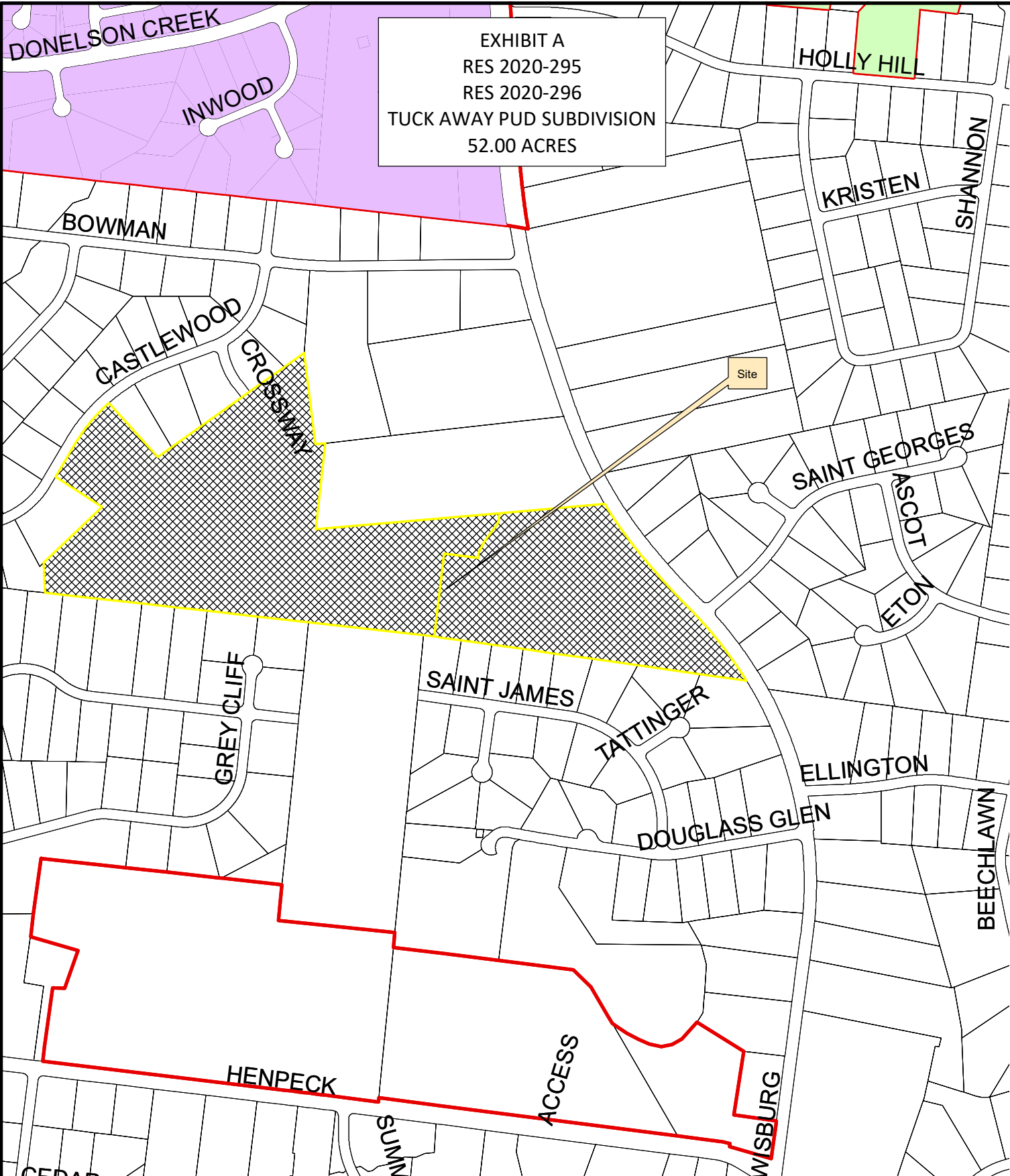
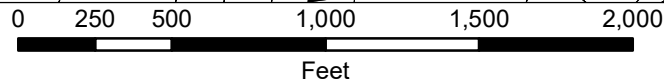


EXHIBIT A
RES 2020-295
RES 2020-296
TUCK AWAY PUD SUBDIVISION
52.00 ACRES

Legend

-  Tuck Away PUD Subdivision
-  Existing City Limits



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TUCK AWAY

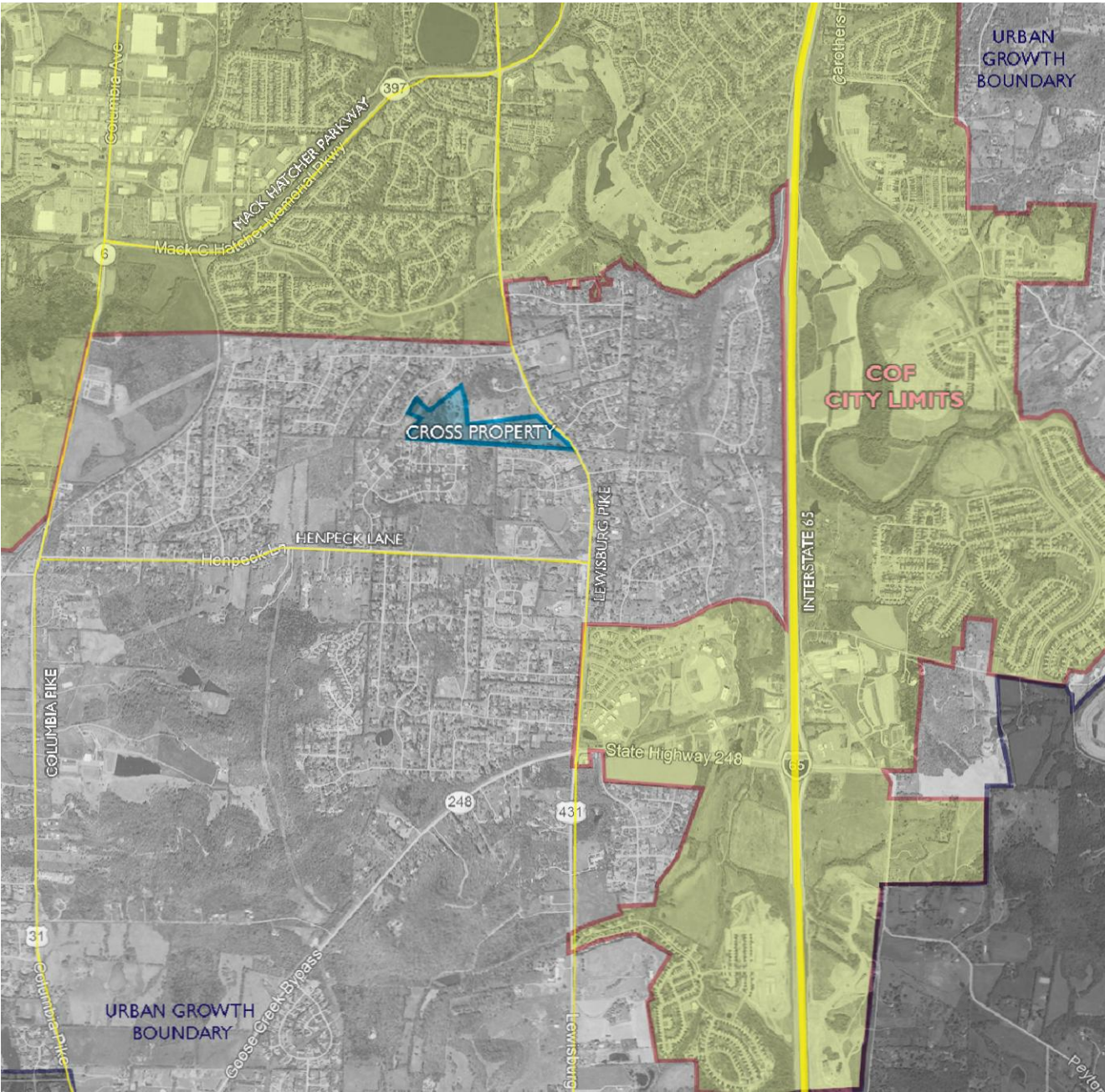
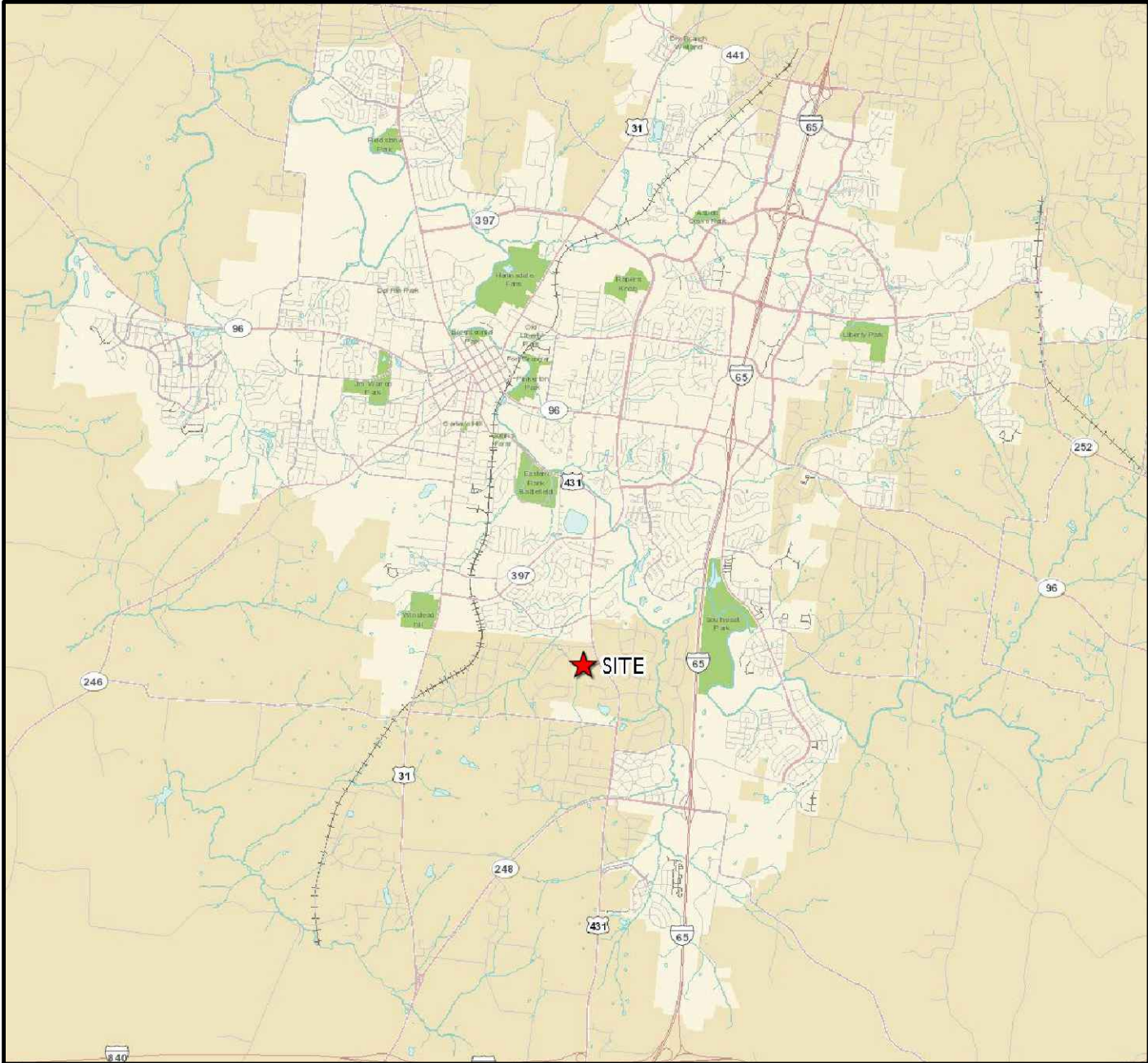
ANNEXATION & PLAN OF SERVICES

PD (SPECIFIC DEVELOPMENT - RESIDENTIAL - 0.73)
FRANKLIN, WILLIAMSON, TENNESSEE

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE
SUITE 145
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
ENERGY, LAND, AND INFRASTRUCTURE LLC.
1420 DONELSON PIKE
SUITE A-12
NASHVILLE, TN 37217
(615) 383-6300

OWNER / DEVELOPER:
JIM CROSS
103 FORREST CROSSING BLVD.
SUITE 205
FRANKLIN, TN 37064



SITE DATA	
SUBDIVISION/DEVELOPMENT:	TUCK AWAY / PD
COF PROJECT NUMBER:	XXXX
TAX MAP & PARCELS:	106 00800, 105 02801
ADDRESS:	1190 LEWISBURG PIKE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	10TH
SITE ACREAGE:	52 AC
CHARACTER OVERLAY:	HHO, HHO 500' BUFFER
EXISTING ZONING:	MGA-1
PROPOSED ZONING:	PD
APPLICABLE DEVELOPMENT STANDARDS:	CONVENTIONAL
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE, SUITE 145 FRANKLIN, TN 37064 (615) 975-5765
PHONE:	GREG.GAMBLE@GDC-TN.COM
EMAIL:	GREG GAMBLE
CONTACT:	

VICINITY MAPS



COMPREHENSIVE REVIEW OF ROADWAY, STORMWATER, AND UTILITY ELEMENTS BY CITY OF FRANKLIN STAFF WILL OCCUR AT THE SITE PLAN STAGE. PROJECT ENTITLEMENTS APPROVED WITH THIS DEVELOPMENT PLAN DO NOT CONSTITUTE APPROVAL OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS SHOWN ON THE DEVELOPMENT PLAN. IF, UPON APPLICATION OF CITY OF FRANKLIN STREET, STORMWATER, AND UTILITY STANDARDS AT THE SITE PLAN STAGE, THE APPLICANT CANNOT ACHIEVE THE MAXIMUM APPROVED ENTITLEMENTS, THE APPLICANT SHALL BE CONFINED TO THE ENTITLEMENTS ACHIEVABLE FROM THE APPLICATION OF SAID STANDARDS.

SHEET INDEX

- C0.0 COVER SHEET
- C0.1 MASTER PLAN
- C1.0 EXISTING CONDITIONS
- C1.1 EXST. CONDITIONS ENLARGEMENT
- C1.2 EXST. CONDITIONS ENLARGEMENT
- C1.3 EXST. CONDITIONS ENLARGEMENT
- C1.4 EXST. CONDITIONS ENLARGEMENT

STATEMENT OF IMPACTS

WATER UTILITY DISTRICT:	CITY OF FRANKLIN
WATER DEMAND (GALLONS/DAY):	13,300 GPD
SEWER FACILITIES:	CITY OF FRANKLIN
PEAK FLOW (GALLONS/DAY):	13,300 GPD
FIRE SERVICES:	FIRE STATION #5 (1.9 MILES)
SCHOOLS:	
ELEMENTARY:	OAK VIEW ELEMENTARY SCHOOL (1.1 MILES)
MIDDLE:	HERITAGE MIDDLE SCHOOL (8.4 MILES)
HIGH:	INDEPENDENCE HIGH SCHOOL (5.3 MILES)



PRE-APP SUBMITTAL: SEPTEMBER 28, 2020
INITIAL SUBMITTAL: OCTOBER 12, 2020
RESUBMITTAL:
ONE STOP:
COF #:





File #: 21-02596

DATE: November 4, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor

SUBJECT:

Acknowledgement Of Progress Report On Resolution 2015-73, A Resolution Adopting A Plan Of Services For The Annexation Of 4150 Clovercroft Road And The Property Immediately Adjacent To The East, By The City Of Franklin, Tennessee. Establishing A Public Hearing For January 11, 2022.
WS 11/10/20
BOMA 12/8/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the progress reports required by State Law, for Plans of Services adopted by the City of Franklin since 2015.

BACKGROUND/STAFF COMMENTS:

Changes were made to State Law, effective May 2015, that affected the annexation process, including the Plan of Services adopted as part of an annexation. Not only is a Plan of Service required for any annexation considered by a municipality, but a progress report is required six months after the adoption of the Plan of Services and annually thereafter until such a time as the City has fulfilled all of its obligations. The progress report is required to be published in a newspaper of general circulation, and a public hearing is required to be held. The progress report provided identifies only the City's obligations for extending services to the annexed properties. It should be noted that many times, the Plan of Services is written to require the extension of public infrastructure as development occurs, and not necessarily immediately after an annexation becomes effective.

This public hearing addresses the Plan of Services for two properties, parcels 80-11.01 and 80-12.05. These properties were annexed on February 23, 2016. The last progress report was given to BOMA on December 8, 2020. At this time, the City has one outstanding obligation, which is to annex the frontage along Clovercroft Road. A Progress Report for this Plan of Services will be provided annually until all obligations of the City have been completed.

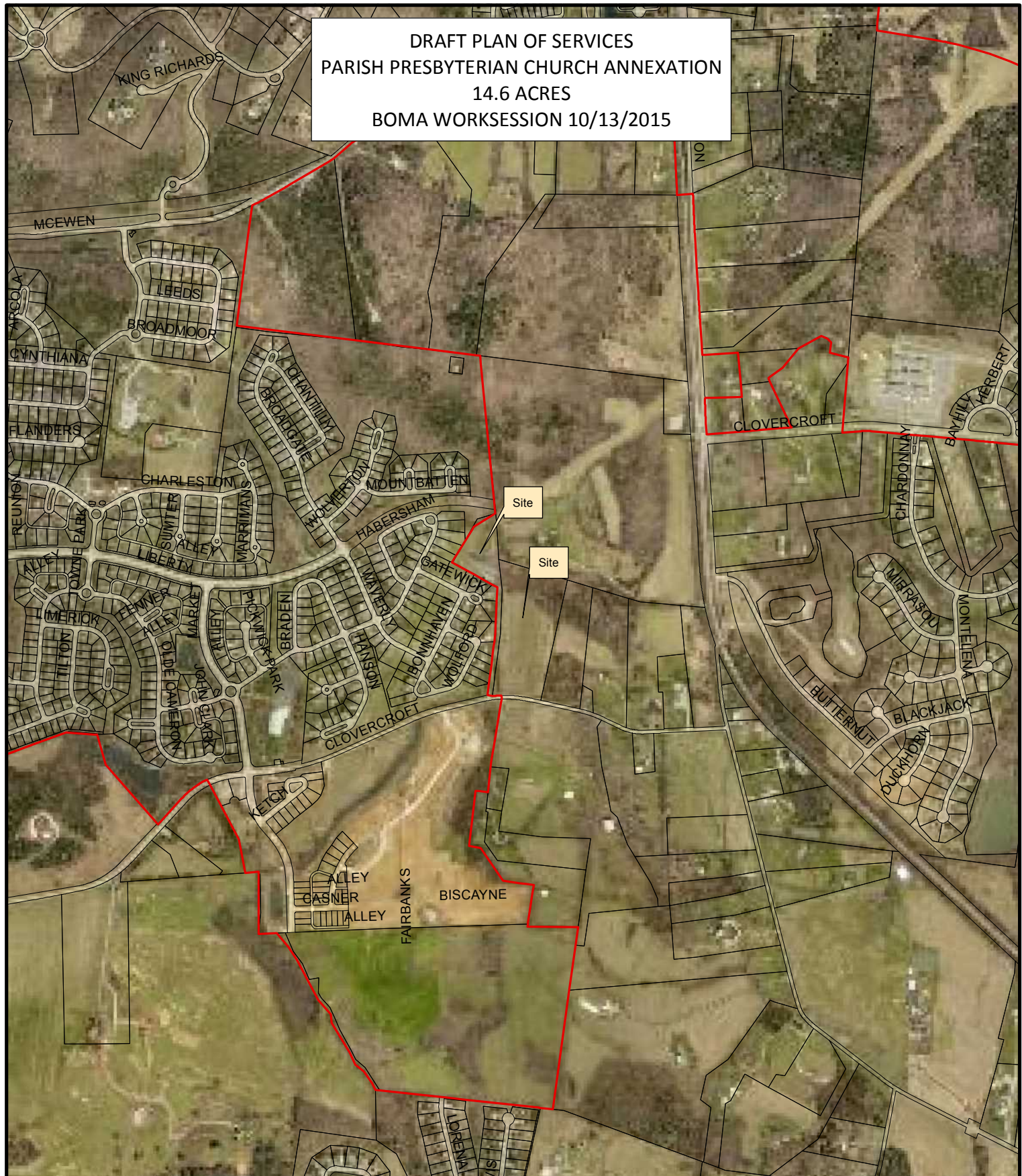
FINANCIAL IMPACT:

Thus far, additional staffing resources or equipment has been deemed unnecessary to provide services to the annexed properties.

RECOMMENDATION:

Staff recommends acknowledgement of the Plan of Services Progress Report for Resolution 2015-73.

DRAFT PLAN OF SERVICES
PARISH PRESBYTERIAN CHURCH ANNEXATION
14.6 ACRES
BOMA WORKSESSION 10/13/2015



0 500 1,000 2,000 3,000 4,000
Feet

Legend

 Limits



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Progress Report

Date: December 14, 2021

Purpose: to provide the annual report on the status of the extension of services according to the Plan of Services and any changes proposed, as required by TCA § 6-51-108 for the following Plan of Services:

Resolution 2015-73, A Resolution Adopting A Plan Of Services For The Annexation Of 4150 Clovercroft Road And The Property Immediately Adjacent To The East, By The City Of Franklin, Tennessee. (Adopted February 9, 2016)

Parcels: 80-11.01, 80-12.05

Services	City's Obligation	Status of City's Obligation
Water	No obligations of the City; Milcrofton provider	Fulfilled
Reclaimed Water	No extensions required	Fulfilled
Wastewater	None; Owners are required to extend the sanitary sewer mains, providing all components necessary to do so.	Fulfilled
Stormwater	None; Owners are required to extend the stormwater infrastructure, providing all components necessary to do so.	Fulfilled
Streets	Emergency maintenance of streets begins with effective date of annexation; Roadway frontage to be annexed by the City of Franklin	Unfulfilled.
Traffic Control	No additional traffic control devices required for annexation	Fulfilled
Street Lighting	No additional off-site street lighting required for annexation	Fulfilled
Street Name Signs	No additional street name signs required for annexation	Fulfilled
Fire Protection	Fire Protection begins on and after the effective date of annexation	Fulfilled
Planning and Zoning	Property to be zoned pursuant to the Franklin Zoning Ordinance	Fulfilled
Parks and Recreation	Benefit and use of all City recreational facilities and programs made available	Fulfilled
Police Protection	Police patrol and response to calls by the Franklin Police Department on and after the effective date of annexation	Fulfilled
Building and Code Inspection Services	Building and code inspection services to begin in the annexed area on and after the effective date of annexation	Fulfilled
Garbage and Recycling Pickup and Environmental Services	Sanitation and Environmental Services will begin providing services in the annexed area	Fulfilled

Status: At this time, the City has one outstanding obligation, which is to annex the frontage along Clovercroft Road. The Development Plan for this parcel (Parish Presbyterian PUD) lost its vested rights. The property is zoned Civic Institutional (CI), so under the current Zoning Ordinance, it can submit plans under the site plan process. A site plan for a multipurpose building was approved at the August 26, 2021 Planning Commission meeting, with conditions. This does not change the requirements of the Plan of Services. This annual report will be provided every year to BOMA until this last obligation is fulfilled.

RESOLUTION 2015-73

TO BE ENTITLED: "A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4150 CLOVERCROFT RD AND THE PROPERTY IMMEDIATELY ADJACENT TO THE EAST, BY THE CITY OF FRANKLIN, TENNESSEE."

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

WHEREAS, the owners of property located at 4150 Clovercroft Road and the property immediately adjacent to the east have petitioned the Board of Mayor and Alderman of the City of Franklin, Tennessee ("City"), to annex the following property adjoining the city limits and within the Franklin Urban Growth Boundary:

**4150 CLOVERCROFT ROAD AND PROPERTY IMMEDIATELY
ADJACENT TO THE EAST**

Property is located on the north side of Clovercroft Road and east of McKay's Mill Subdivision as described herein and as depicted on the Map attached hereto as Exhibit A ("Property").

Map-Parcel	Acres
80-11.01	3.6
80-12.05	10.0
Total	13.6

The Property adjoins the city limits within the Franklin Urban Growth Boundary (UGB) and comprises a total of 13.6 acres in 2 parcels. The property is owned by Anthony Crudele, of Mann Family Limited Partnership ("Owners"). The Property located at 4150 Clovercroft Road is used as a church and the Property to the east is vacant. This resolution shall bind the Owners and subsequent Owners of the Property; and

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

WHEREAS, a public hearing was held following public notice as required by *Tennessee Code Annotated* (TCA) § 6-51-102, as amended; and

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

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

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

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

A. Water

1. The Property is located within the Milcrofton Utility District service area.
2. Water availability shall be approved and provided through the Milcrofton Utility District prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a several mile extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

C. Wastewater

1. The Property lies within the Mayes Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct a maximum 400 seat capacity chapel on the eastern property and the existing church be used for classroom space and for use by the Franklin Classical School during the week for about 150 students.
3. The Owner shall be required to extend the sanitary sewer from the McKay's Mill Subdivision to provide service to the property.
4. The Owner will be required to evaluate the capacity of the Amelia Park Pump Station and provide upgrades as determined by the City of Franklin.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this property.
7. The Owner shall be required for the payment of the fees per policies and procedures as outlined in Franklin Municipal Code.

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Garbage and Recycling Pickup and Environmental

1. The Owner shall be responsible for refuse collection services as required by the City of Franklin Municipal Code.
2. The Owner does not have to use the City as a provider, however they shall submit a plan for service and install the required dumpster enclosure if a dumpster will be used for holding refuse between scheduled service days.

F. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing city policies.

3. Primary Access to the property shall be provided on Clovercroft Road and the applicant shall be required to provide a long term connection to adjacent properties as required by City regulations.
4. It should be noted that the Clovercroft Rd fronting the property is currently within Williamson County. The roadway frontage will need to be annexed by the City of Franklin as part of this annexation.
5. Unless waived by the Franklin Engineering Department, the Owner of the property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

G. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic markings.

H. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

I. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

J. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

K. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. The Franklin Land Use Plan recommends that the subject property at 4150 Clovercroft Road be included into the Seward Hall 2 Character Area and the property to the east be included in the Seward Hall 4 Character Area.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Alderman, pursuant to the requirements of the Franklin Zoning Ordinance with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area. The Owner shall also be required to submit a Planned Unit Development (PUD) Development Plan pursuant to the requirements of the Zoning Ordinance.

L. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Dedication Ordinance.

M. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

N. Building and Code Inspection Services

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

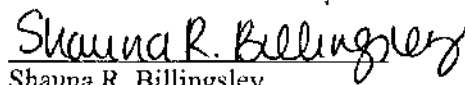
SECTION II. This Resolution shall take effect from and after its adoption.

ADOPTED THIS February 9, 2016.

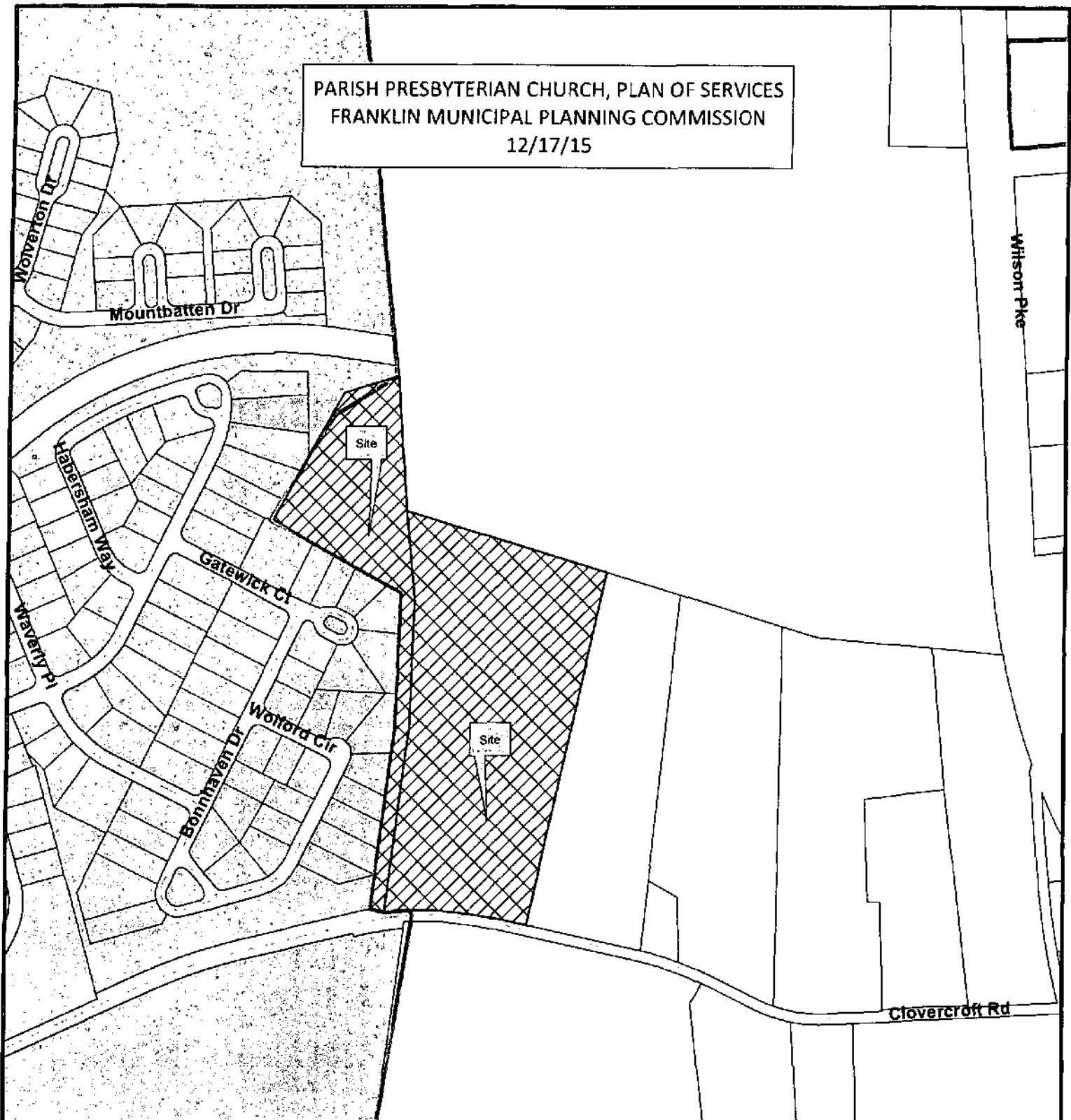

ERIC S. STUCKEY
City Administrator


DR. KEN MOORE
Mayor

Approved as to form by:


Shauna R. Billingsley
City Attorney

PARISH PRESBYTERIAN CHURCH, PLAN OF SERVICES
FRANKLIN MUNICIPAL PLANNING COMMISSION
12/17/15



Parish Presbyterian Church, Plan of Services

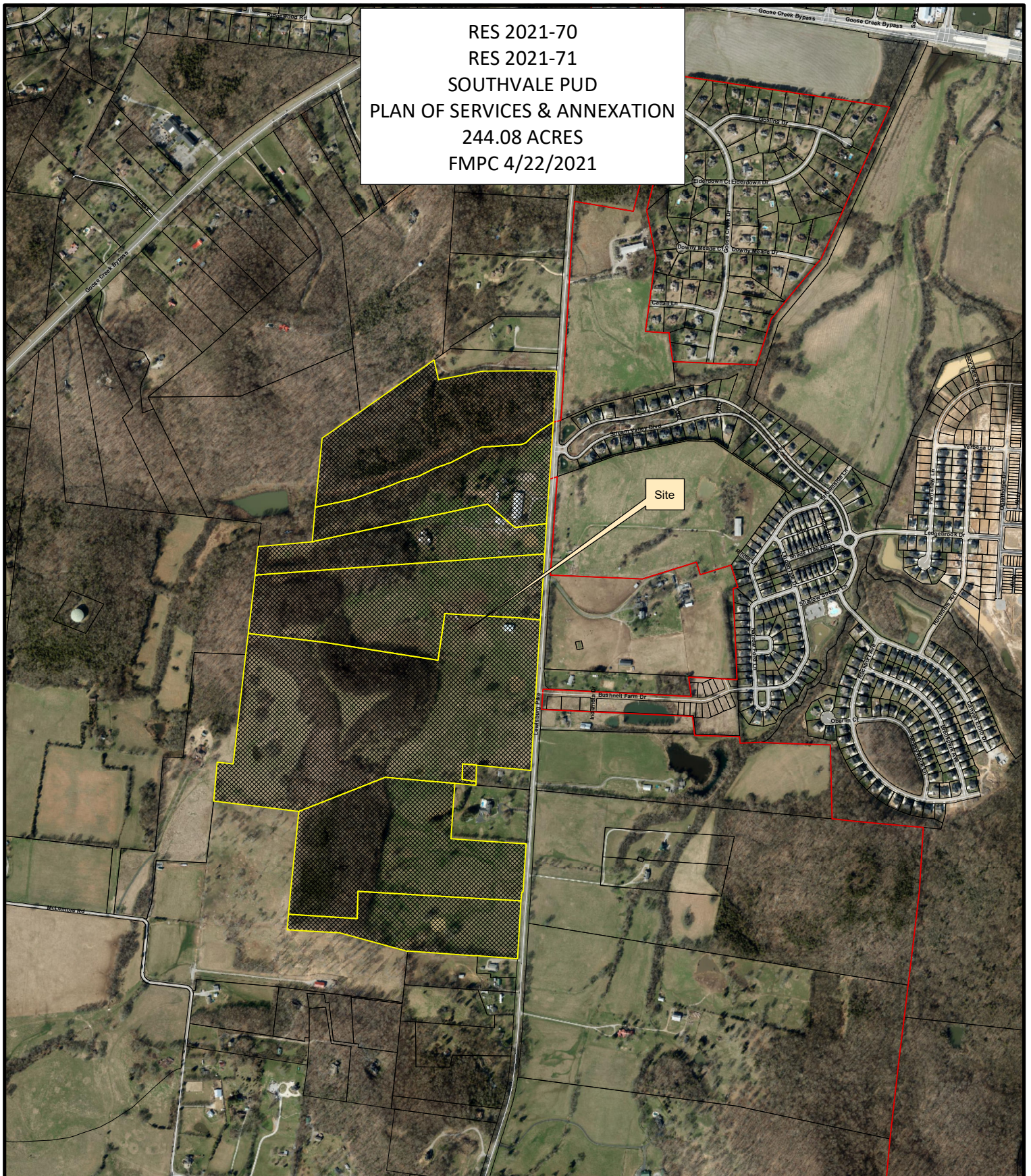
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|--|--|-------------------------------------|
| Parish Presbyterian Church | RM-10 Attached 10 Residential District | GC General Commercial District |
| AG Agricultural District | RM-15 Attached 15 Residential District | LI Light Industrial District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



0 0.04 0.08 0.16 Miles

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RES 2021-70
RES 2021-71
SOUTHVALE PUD
PLAN OF SERVICES & ANNEXATION
244.08 ACRES
FMPC 4/22/2021



0 500 1,000 2,000
Feet



Southvale PUD
 Corporate Boundaries

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Progress Report

Date: December 14, 2021

Purpose: to provide the six-month report on the status of the extension of services according to the Plan of Services and any changes proposed, as required by TCA 6-51-108 for the following Plan of Services:

Resolution 2021-70: A Resolution Adopting A Plan Of Services For The Annexation Of Eight Properties West Of Lewisburg Pike And South Of Goose Creek Bypass, By The City Of Franklin, Tennessee.

Properties:

Parcel	Address
117-12.00	Lewisburg Pike
117-13.00	1480 Lewisburg Pike
117-14.00	1518 Lewisburg Pike
118-49.00	1490 Lewisburg Pike
118-49.01	Lewisburg Pike
118-50.01	Lewisburg Pike
118-50.02	Lewisburg Pike
133-1.00	Lewisburg Pike

Services	City's Obligation	Status of City's Obligation
Water	No obligations of the City; HB&TS provider	Fulfilled
Reclaimed Water	No extensions required	Fulfilled
Wastewater	No additional extensions required	Fulfilled
Stormwater	Owner responsible for engineering, design, and construction of necessary stormwater infrastructure	Fulfilled
Streets	Emergency maintenance of streets begins with effective date of annexation	Fulfilled
Traffic Control	No additional traffic control devices required	Fulfilled
Street Lighting	No additional off-site street lighting required	Fulfilled
Street Name Signs	No additional street name signs required	Fulfilled
Fire Protection	Fire Protection begins on and after the effective date of annexation	Fulfilled
Planning and Zoning	Property to be zoned pursuant to the Franklin Zoning Ordinance.	Fulfilled
Parks and Recreation	Benefit and use of recreational facilities made available.	Fulfilled
Police Protection	Police patrol and response to calls by the Franklin Police Department.	Fulfilled

Building and Code Inspection Services	Building and code inspection services to begin in the annexed area.	Fulfilled
Garbage and Recycling Pickup and Environmental Services	Sanitation and Environmental Services will begin providing services in the annexed area.	Fulfilled

At this time, the City has fulfilled its obligations, and no other reports will be provided for this Plan of Services.

RESOLUTION 2021-70

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF EIGHT PROPERTIES WEST OF LEWISBURG PIKE AND SOUTH OF GOOSE CREEK BYPASS, BY THE CITY OF FRANKLIN, TENNESSEE.

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

WHEREAS, Florence E.H. Mckeithan, Dwight Stacey, Charles L. Collum, The Hills Tennessee LLC, (Owners) of eight properties located West of Lewisburg Pike and South of Goose Creek Bypass (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Property is located West of Lewisburg Pike and South of Goose Creek Bypass, contiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
117-12.00	33.51
117-13.00	21.44
117-14.00	78.13
118-49.00	18.39
118-49.01	35.84
118-50.01	38.57
118-50.02	0.38
133-1.00	17.43
Total	244.80

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

WHEREAS, the Plan of Services has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by T.C.A. § 6-51-102, as amended; and

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

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

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

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

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

A. Water

1. The Property is located within the Hillsboro, Burwood and Thompson Station Utility District service area.
2. Water availability shall be approved and provided through Hillsboro, Burwood and Thompson Station Utility District prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a 2,000 feet extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

C. Wastewater

1. The Property lies partially within the Goose Creek Basin and an unnamed southwest basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct residential units.
3. The Owner shall be required to extend the sanitary sewer mains approximately 14,500 feet to provide service to the Property.
4. The City of Franklin Sanitary Sewer System Basin Plans show this as 8" and 18" PVC pipe sanitary sewer mains.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
7. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Lewisburg Pike. A major collector roadway is designated to cross the property per the City of Franklin Major Thoroughfare Plan. The developer will work with the City of Franklin Staff on the design of this roadway.

4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.
- F. Traffic Control
1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
 2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.
- G. Street Lighting
1. No off-site street lighting is proposed at this time.
 2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.
- H. Street Name Signs
1. No additional street name signs in the area have been deemed necessary.
 2. New development shall install street name signs per City policy.
- I. Fire Protection
1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
 2. No additional staffing or equipment will be necessary to serve the annexation area at this time.
- J. Planning and Zoning
1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
 2. Envision Franklin designates the Property as Conservation Subdivision. The majority of the Property is designated as Conservation Subdivision, which supports primarily single-family residential development that clusters lots and infrastructure and sets aside a substantial amount of property as permanently protected open space in its natural state. New development should preserve a minimum of 50 percent open space, strategically targeted toward scenic vistas, greenways, pastures, trails, woodlands or other uses that maintain scenic character. Portions of the property are also within the Conservation design concept, due to the existence of hilltops that warrant protection.
 3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen, pursuant to the requirements of the Franklin Zoning Ordinance with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area. The Owner shall also be required to submit a Planned Unit Development (PUD) Development

Plan pursuant to the requirements of the Zoning Ordinance, should the applicant request a Zoning District that requires such a submittal.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

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

N. Garbage and Recycling Pickup and Environmental Services

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements. The Owner does not have to use the City as a provider, but the Owner shall be responsible for providing refuse collection services as a matter of public health. The Owner shall present a plan for service for refuse collection services for approval by the Sanitation and Environmental Services Department and shall be required to install required dumpster enclosures if dumpsters will be used for holding refuse between scheduled service days.
3. No additional manpower or equipment will be necessary to serve the annexation area at this time.

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

ADOPTED THIS _____.

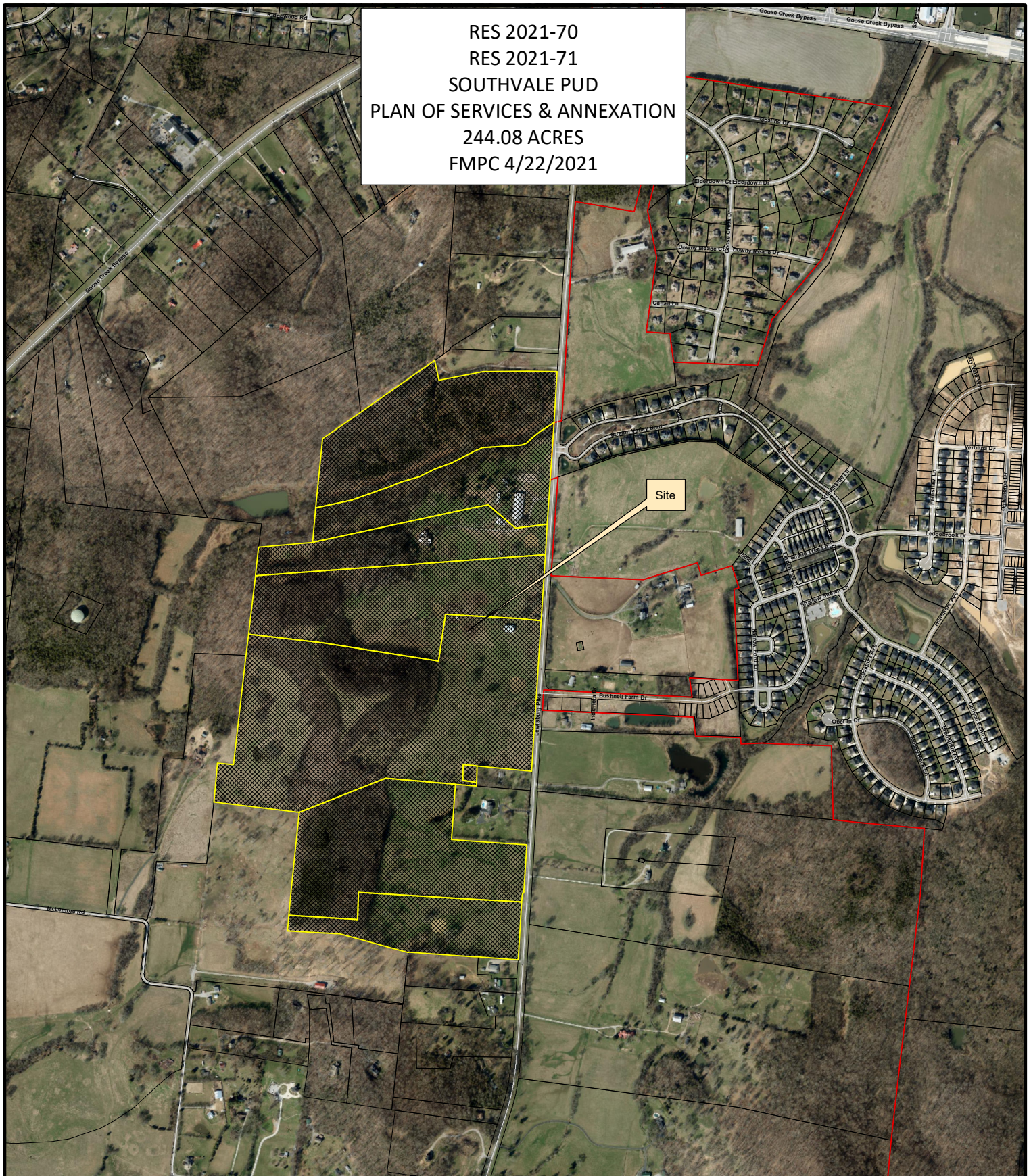
ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

RES 2021-70
RES 2021-71
SOUTHVALE PUD
PLAN OF SERVICES & ANNEXATION
244.08 ACRES
FMPC 4/22/2021



-  Southvale PUD
 Corporate Boundaries



0 500 1,000 2,000
Feet

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It was compiled from the most authentic information available.
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LEWISBURG PIKE

PUD SUBDIVISION

ANNEXATION REQUEST

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

PARCELS

117---01200, 117---01300, 117---01400, 118---04900,
118---04901, 118---05001, 118---05002, 133---00100

PARCEL OWNERS

117---01200
FLORENCE E.H. MCKEITHAN
4416 BEEKMAN DRIVE
NASHVILLE, TN 37215

117---01300 &118---04900
DWIGHT STACEY
1490 LEWISBURG PIKE
FRANKLIN, TN 37064

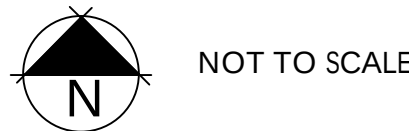
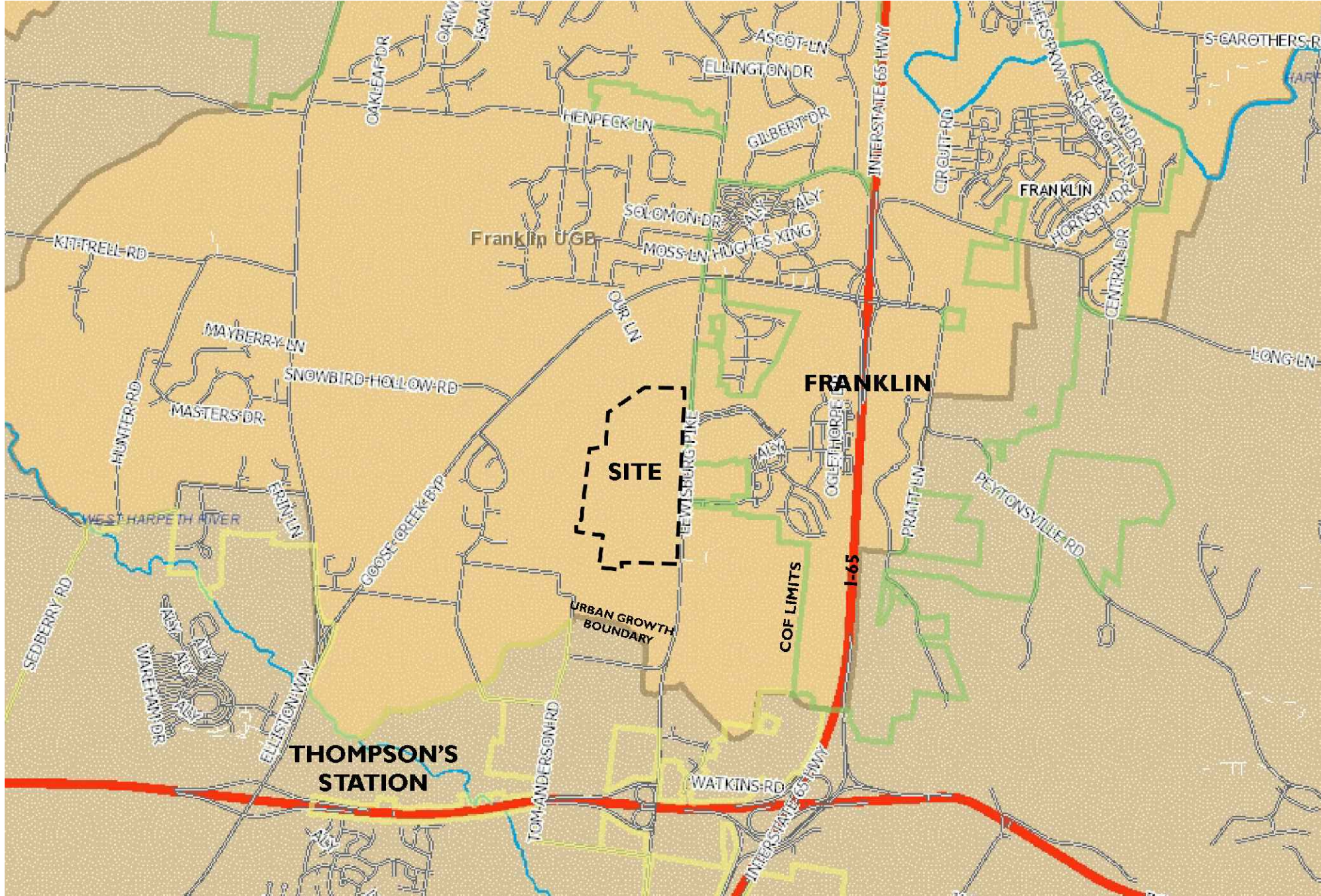
117---01400, 118---04901, 118---05001, 118---05002, 133---00100
THE HILLS TENNESSEE, LLC
CHARLES L. COLLUM
2381 EAST VINA DEL MAR BLVD
ST. PETE BEACH, FL 33706

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE
SUITE 145
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
LAND SOLUTIONS COMPNAY
KEVIN ESTES
2925 BERRY HILL DRIVE
SECOND FLOOR
NASHVILLE, TN 37204
615-712-7497
kevin@landsolutionsco.com

BUILDER:
FORD CLASSIC HOMES
MIKE FORD
390 MALLORY STATION ROAD
SUITE 100
FRANKLIN, TN 37067
615-503-9727
mike.ford@mikefordbuilders.com

SURVEYOR:
WILSON & ASSOCIATES
JOEY WILSON
108 BEASLEY DRIVE
FRANKLIN, TN 37064
615-794-2275
jwilson@wilsonpc.com



STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY HB & TS. THE WATER MAINS ARE LOCATED ALONG CAROTHERS PARKWAY AND LIBERTY PIKE.
543 UNITS x 350 GPD = 190,050 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 5.5 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.9 MI (FRANKLIN FIRE DEPARTMENT STATION 7)
NEAREST RECREATIONAL FACILITY: 0.8 MI (HUGHES MILL PARK)

PROJECTED STUDENT POPULATION
543 x 0.25 = 136 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY COF

STREET NETWORK
THE MAJOR THOROUGHFARE PLAN INDICATES LEWISBURG PIKE AS A MAJOR ARTERIAL. THIS ROAD IS THE MAIN ACCESS TO THE DEVELOPMENT AND EXTENDS NORTH-SOUTH THROUGH THE DEVELOPMENT CONNECTING AT GOOSE CREEK BYPASS TO THE NORTH AND I-840 TO THE SOUTH.

DRAINAGE FACILITIES
POST-CONSTRUCTION STORMWATER WILL HAVE NO ADDITIONAL IMPACT ON THE SURROUNDING DRAINAGE BASINS. STORMWATER BMPs WILL BE USED TO MAINTAIN OR DECREASE EXISTING STORMWATER FLOWS.

*NOTE: COMPREHENSIVE REVIEW OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS BY THE CITY OF FRANKLIN WILL OCCUR AT THE SITE PLAN STAGE. PROJECT ENTITLEMENTS APPROVED WITH THIS DEVELOPMENT PLAN DO NOT CONSTITUTE APPROVAL OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS SHOWN ON THE DEVELOPMENT PLAN. IF, UPON APPLICATION OF CITY OF FRANKLIN STREET, STORMWATER, AND UTILITY STANDARDS AT THE SITE PLAN STAGE, THE APPLICANT CANNOT ACHIEVE THE MAXIMUM APPROVED ENTITLEMENTS, THE APPLICANT SHALL BE CONFINED TO THE ENTITLEMENTS ACHIEVABLE FROM THE APPLICATION OF SAID STANDARDS.

APPLICATION TO BE SUBMITTED UNDER 12/8/2020 ZONING ORDINANCE.

LEWISBURG PIKE PUD SUBDIVISION

SITE DATA

SUBDIVISION/DEVELOPMENT:	LEWISBURG PIKE PUD SUBDIVISION
COF PROJECT NUMBER:	----
ADDRESS	LEWISBURG PIKE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
EXISTING SITE ACREAGE:	243.61 AC
EXISTING ZONING:	MGA-1 (WILLIAMSON COUNTY)
PROPOSED ZONING:	PD (2.23)
APPLICABLE OVERLAYS:	H10, H10 BUFFER, ENVISION FRANKLIN - CONSERVATION SUBDIVISION

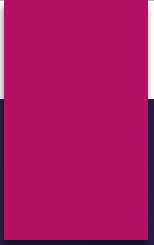
SHEET INDEX

C1.0	OVERALL EXISTING CONDITIONS
C1.1	EXISTING CONDITIONS ENLARGEMENT
C1.2	EXISTING CONDITIONS ENLARGEMENT
C1.3	EXISTING CONDITIONS ENLARGEMENT
C1.4	EXISTING CONDITIONS ENLARGEMENT
C1.5	EXISTING CONDITIONS ENLARGEMENT
C1.6	EXISTING CONDITIONS ENLARGEMENT
C1.7	EXISTING CONDITIONS ENLARGEMENT
C1.8	EXISTING CONDITIONS ENLARGEMENT
C1.9	EXISTING CONDITIONS ENLARGEMENT
C1.10	EXISTING CONDITIONS ENLARGEMENT



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greg.gamble@gdc-tn.com

PRE-APP SUBMITTAL: 02.22.2021
COF: ----



AMERICAN RESCUE PLAN GRANT FUNDING TO CITY OF FRANKLIN

American Rescue Plan Act (ARPA)



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

Became law on March 11, 2021

Of the \$350 billion, \$65.1 billion was allocated to cities, towns, and villages.

**City of Franklin was allocated over \$9.2 million
(to be received in 2 equal payments)**

Payment 1 of \$4.6 million was received in May 2021.

Payment 2 of \$4.6 million is anticipated to be received in May 2022.

Note: We are 1 of 18 Tennessee cities designated as a metropolitan city that receive the funds directly from the U.S. Treasury. (Most cities go through the State.)

The law provided 4 general uses for the funds.

(Additional guidance
would come later
from the U.S.
Treasury):

1. Respond to public health emergency
2. Provide premium pay to eligible workers
3. Government services due to reduction of revenue
4. Water, sewer, or broadband infrastructure

Potential Uses were included in the 2022 Budget

The approved 2022 Budget included 4 uses based on the law:

1. \$1,000 net premium pay funded in part by ARPA.
2. Revenue replacement in the Street Aid Fund.
3. Revenue replacement in the Hotel/Motel Tax Fund.
4. \$1,000,000 for W&S projects.

These uses were developed from best information in the law as the U.S. Treasury did not provide additional guidance until May 2021.

From the U.S. Treasury guidance in May 2021

◆ We learned what the funds could not be used for:

- ◆ Cannot reimburse expenses (for public health emergency or negative economic impacts) prior to March 3, 2021.
- ◆ Cannot make contributions to rainy day funds or other reserve funds. (Has to be spent.)
- ◆ Cannot pay debt.
- ◆ Cannot be deposited into a pension fund.
- ◆ Cannot be used to offset reduction in net tax revenue.
- ◆ Cannot be non-Federal match for federal programs unless specified.

What has been spent so far and when does all need to be spent?

- ◆ We paid the \$1,000 net premium pay on July 23, 2021. For the 432 eligible employees, the grant paid \$661,000. (Remaining employees were paid with budgeted non-grant funds.)
- ◆ We are following the grant's reporting requirements and reported this amount spent on our interim report in August 2021.
- ◆ Of the 1st \$4.6 million funding, just under \$4 million remains unspent.
- ◆ The grant funds must be obligated (contracted or awarded) by December 31, 2024 and spent by December 31, 2026.

Did the City have grant-eligible revenue loss? **Yes.**

- ◆ The U.S. Treasury guidance required a comparison of actual calendar year 2020 revenue to estimated calendar year 2020 revenue if there had not been a pandemic. The difference was calculated revenue loss. (Revenue loss allows the City to use the grant funds on general government services impacted by the lost revenue as were included in the 2022 budget.)
- ◆ The calculation used fiscal year 2019 revenue times a 4.1% growth factor to calculate calendar year 2020 estimated revenue.
- ◆ The calculation returned a revenue loss for the City. We were not sure if we would have revenue loss as development revenue continued to come in during the pandemic.

**Of the \$9.2 million,
up to \$7.5 million
can be used toward
revenue
replacement**

**Excluded in the revenue loss
calculation was:**

- 1. Federal revenue from
transportation grants and
recovery bond subsidies,**
- 2. Water revenue (but not
sewer revenue), and**
- 3. Transit revenue**

ARPA Revenue Replacement Calculator

Background Information

1) Fiscal Year End

June

Base Year Revenue Period

6/30/2019

2) Calculation Date

12/31/2020

Number of Months

18

Notes:

FY used for base year calculation

Months between Base Year and Calculation Date

Estimate Revenue

3) Base Year Revenue

\$ 144,160,655

[Use Worksheet to Calculate](#)

4) Growth Rate

4.1%

[Use Worksheet to Calculate](#)

Counterfactual Revenue

\$ 153,116,799

Estimated Revenue Without Pandemic

5) Actual Revenue

\$ 145,558,528

[Use Worksheet to Calculate](#)

Reduction in Revenue

Revenue Reduction

\$ 7,558,271

Revenue Reduction %

-4.9%

Fiscal Year Ended

12/31/2020

Using Funds for Revenue Replacement (up to \$7.5 million)

- ◆ *Funds [under revenue replacement] are to be used for government services that include, but are not limited to, maintenance or pay-go funded building of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.*

- ◆ **Original 2022 budget included funds for revenue replacement of:**
 - ◆ A. \$50,000 to Street Aid (for street maintenance) and
 - ◆ B. \$1,150,000 to Hotel/Motel.

Eligible Uses of Funds other than Revenue Replacement

- ◆ **Can use for Water & Sewer projects.**
 - ◆ Original 2022 budget includes \$1 million.
- ◆ **Can use for Premium Pay**
 - ◆ Spent \$661,000 for \$1,000 net pay.
- ◆ **Can use for Public Health**
 - ◆ Covid Sick Pay after March 3, 2021, would be eligible.
- ◆ **Can use for negative economic impacts.**
 - ◆ Use to address an economic harm resulting from or exacerbated by the public health emergency.
- ◆ **Can use for services to disproportionately impacted communities.**
 - ◆ on certain populations, geographies, and economic sectors.



File #: 21-02707

DATE: December 1, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
SUBJECT:

Discussion Regarding Ward Boundary Updates.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the realignment of Aldermanic Ward boundaries to equalize the population within the four Aldermanic Wards.

BACKGROUND/STAFF COMMENTS:

By its Charter, the City of Franklin provides citizen representation through the Board of Mayor and Aldermen (BOMA). The Mayor and four At-Large Aldermen are elected by the full electorate on a four-year cycle. The Ward Aldermen each represent one of the City's four wards and also serve four-year terms. In compliance with the standards of equal voting rights, the City of Franklin must use data from the 2020 decennial census to ensure the populations of the four wards within the City of Franklin. The City's existing ward boundaries were established in 2011.

As of the 2020 census, Franklin's population has grown to 83,454, a growth of 33.6% over the past 10 years. Based on the 2020 census count, the City's current ward districts have the following population distribution (the current Alderman Ward map is attached):

- Ward 1: 21,595
- Ward 2: 18,087
- Ward 3: 24,223
- Ward 4: 19,549

In order to provide a relative balance and "equal voice" for Franklin citizens, it is the City's practice to adjust the boundaries so the population of the four wards is generally equal. Based on the 2020 census population (total population of 83,454), the "target population per ward is approximately 21,000. With this target population in mind and a focus on recognizing logical neighborhood and geographical boundaries, City staff developed for consideration "Option 1" (map attached):

- Ward 1: 20,661
- Ward 2: 20,868
- Ward 3: 21,109
- Ward 4: 20,816

The Board may choose to accept or amend this proposed adjustment to the City's Ward boundaries. Additional options and configurations can be developed at the Board's request.

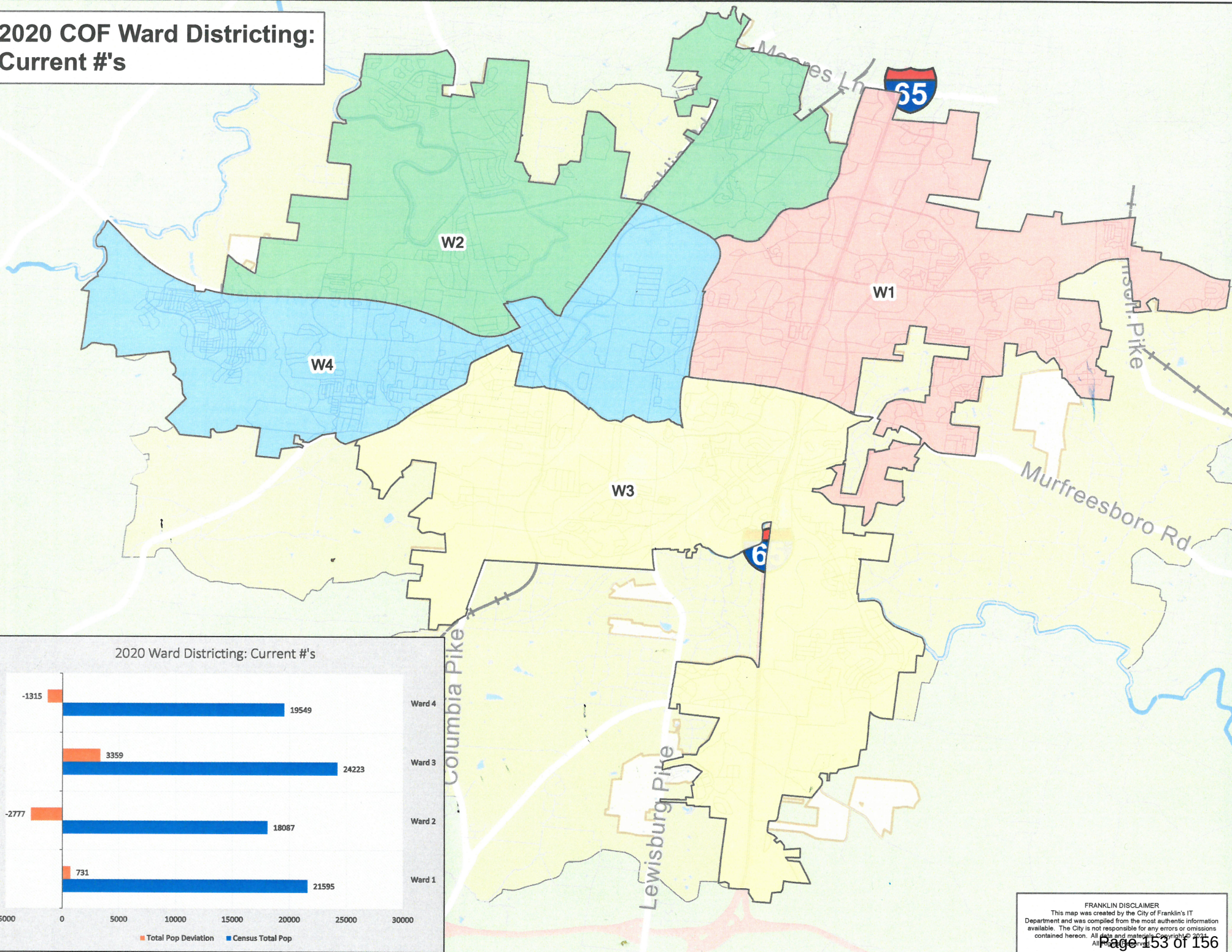
FINANCIAL IMPACT:

Not applicable to this item.

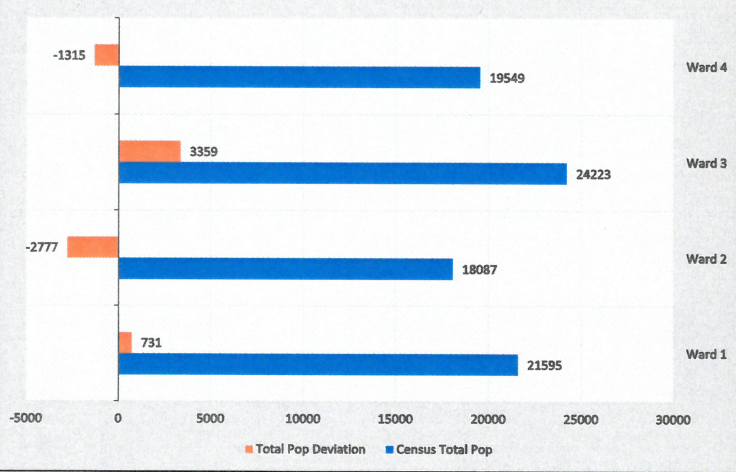
RECOMMENDATION:

Direction from the Board regarding the configuration of the City's Aldermanic Wards is sought. Once the Board has provided direction, an ordinance updating the Ward boundaries will be drafted and brought forward for consideration.

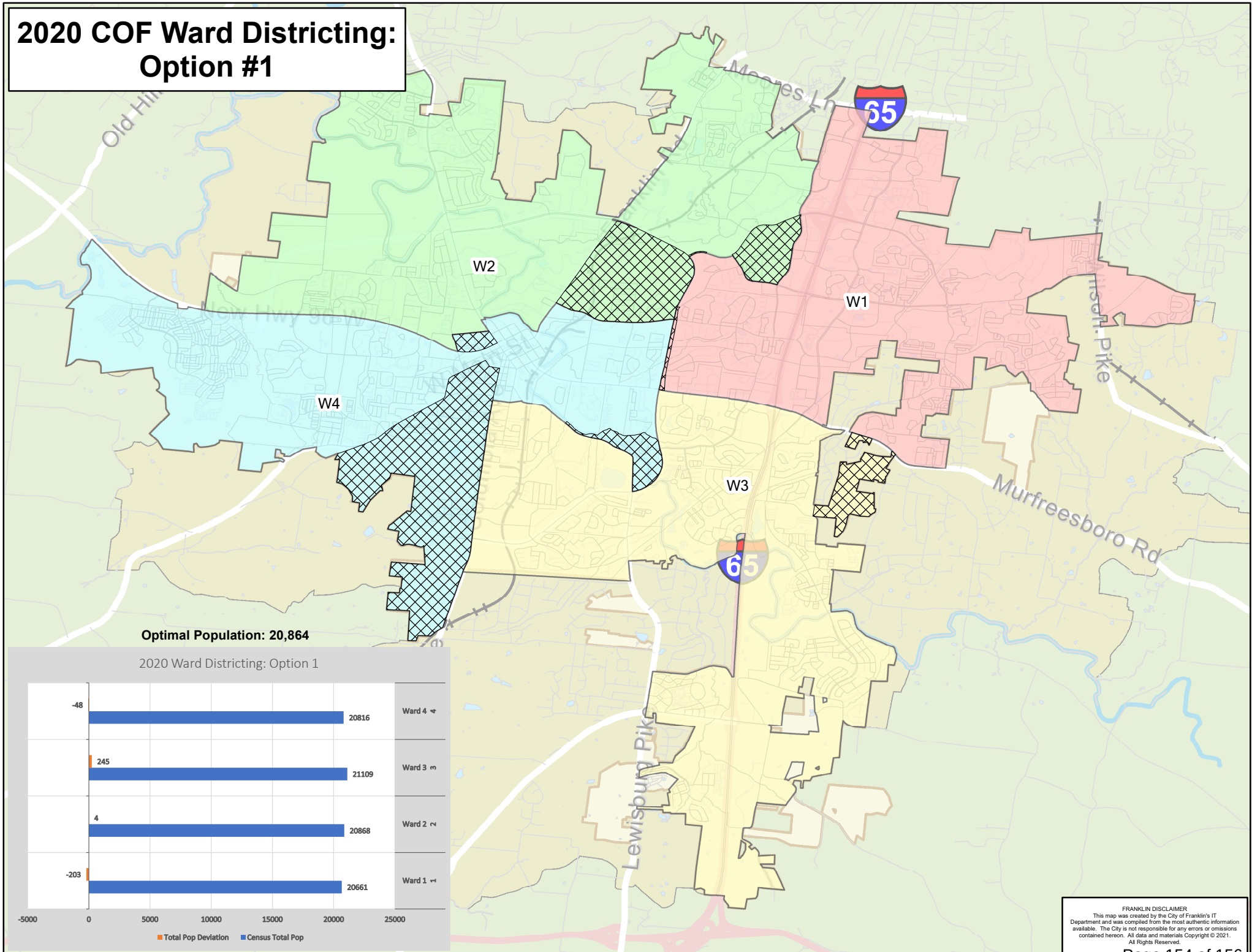
2020 COF Ward Districting: Current #'s



2020 Ward Districting: Current #'s



2020 COF Ward Districting: Option #1



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January 2022

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

February 2022

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

March 2022

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

April 2022

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

May 2022

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

June 2022

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

July 2022

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

August 2022

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

September 2022

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

October 2022

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

November 2022

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

December 2022

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

Finance: CIC & Joint Concept: BOMA:

Holiday:

REVISED 12-09-21