



Meeting Agenda

Work Session

Tuesday, January 25, 2022

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@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. *Consideration Of Amendment 2 To COF Contract No. 2019-0091, A Professional Services Agreement With CDM Smith, Inc. For The Robinson Lake Dam Rehabilitation At A Cost Increase Not To Exceed \$126,950.

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

2. *Consideration Of Amendment 1 To COF Contract No. 2017-0034, A Local Agency Project Agreement With The Tennessee Department Of Transportation For McEwen Drive , From East Of Cool Springs Boulevard/Oxford Glen Drive To SR-252 (Wilson Pike) (TDOT PIN 125418.00) To Replace Exhibit "A" And to Extend The Project Completion Deadline.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett, David Diaz

3. *Consideration Of Resolution 2021-92, A Resolution To Rescind Resolution Establishing Liberty Hills Pond As A Regional Stormwater Detention Facility.
WS 5/11/21
BOMA 5/25/21 deferred to 1/11/21, 8-0
BOMA 1/11/22 deferred to 1/25/22, 8-0

Sponsors: Paul Holzen

4. *Consideration Of Resolution 2022-04, A Resolution Acknowledging The Letter Of Agreement Between The Tennessee Main Street Program And The Downtown Franklin Association.

Sponsors: Eric Stuckey

5. *Consideration Of Procurement Award To 3 C's Lawn Care Of Madison, Tennessee In The Total Estimated Annual Amount Of \$334,980 For Mowing And Related Contract Services For Certain City Parks And Certain Other City-Owned Properties For A Term Of Award For The Parks Department (Purchasing Office Procurement Solicitation No. 2022-015; \$247,140 Budgeted In 110-82654-44700 For Fiscal Year 2022; Contract No. 2022-0009).

Sponsors: Lisa Clayton

6. Consideration Of COF Contract No. 2021-0344, Parkland Impact Fee (Payment Of Fee Only) Agreement For 1414 West Main Street Between The City Of Franklin And West Main Investments, LLC.

Sponsors: Lisa Clayton

7. Consideration Of COF Contract No. 2021-0343, Parkland Impact Fee (Payment Of Fee Only) Agreement For WoodWick Stone Between The City Of Franklin And Floyd Beech.

Sponsors: Lisa Clayton

8. Consideration Of COF Contract No 2021-0306 Between The City Of Franklin And Franklin Housing Authority For The Receipt Of Community Development Block Grant (CDBG) Funds To Reimburse Them Twenty-Five Thousand Dollars (\$25,000.00) For Expenses Related To Public Facilities Renovation.

Sponsors: Tom Marsh, Kathleen Sauseda

9. Consideration Of COF Contract No. 2021-0322 Between The City Of Franklin And Daughters Of The King For The Receipt Of Community Development Block Grant Coronavirus (CDBG-CV) Funds To Reimburse Them Up To Sixteen-Thousand One-Hundred Ninety-Eight And 58/100 Dollars (\$16,198.58) For Expenses Incurred To Prevent, Prepare For, Or Respond To The Coronavirus (COVID-19).

Sponsors: Tom Marsh, Kathleen Sauseda

10. Consideration Of COF Contract No. 2021-0323 Between The City Of Franklin and Franklin Hair Academy For The Receipt Of Community Development Block Grant Coronavirus (CDBG-CV) Funds To Reimburse Them Up To Thirty-Five Thousand And 00/100 Dollars (\$35,000.00) For Expenses Incurred To Prevent, Prepare For, Respond to, Or Recover From The Coronavirus (COVID-19) Pandemic.

Sponsors: Tom Marsh, Kathleen Sauseda

11. Discussion And Guidance For Prohibiting Extended Length Vehicles From Parking In City Parking Structures And For Authorizing The City's Parking Control Officer To Take Additional Measures Related To Vehicles Whose Owners Have Multiple Outstanding Unpaid Parking Citations.

Sponsors: Vernon Gerth, Adam Moser, Lt. David Prather, Jessica Davey

12. Discussion And Update On FY 2022-2031 Capital Investment Plan Projects And Financing.

Sponsors: Eric Stuckey, Michael Walters Young

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 #: 21-02730

DATE: December 16, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

*Consideration Of Amendment 2 To COF Contract No. 2019-0091, A Professional Services Agreement With CDM Smith, Inc. For The Robinson Lake Dam Rehabilitation At A Cost Increase Not To Exceed \$126,950.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 2 to the Professional Services Agreement (PSA) with CDM Smith, Inc. (CDM) for the design of the Robinson Lake Dam Rehabilitation project.

BACKGROUND/STAFF COMMENTS:

On April 9, 2019, the Board of Mayor and Aldermen approved a PSA (COF Contract No. 2019-0091) with CDM to design the rehabilitation/reconstruction of the Robinson Lake dam. On June 23, 2020, the BOMA approved Amendment 1 to include park elements such as the multiuse trail, parking lot, pedestrian bridges and lighting.

In July of 2021, City staff identified a breach in the existing embankment of Robinson Lake. After inspecting the breach with our consultant team, it was determined that we needed to enter into an emergency contract to drain the lake. City staff work with Civil Constructors to breach the embankment and drain the lake. This work was completed between July 2021 - September 2021. The final cost associated with this work was \$236,644.65.

Amendment 2 provides additional engineering services to address the following design modifications and additions:

- Update the existing (Based on emergency repairs completed)
- Permit changes directed by the state (Based on emergency repairs completed)
- Dam crest widening
- Boat dock & ramp
- Change from Pedestrian-Only to Vehicle-supporting bridge design for multi-use trail

- Re-confirmation of hydraulic analysis for bridge change
- Parking lot and stormwater control modifications

FINANCIAL IMPACT:

Preliminary expenses for this project have been programmed to be paid from the Capital Project Fund (310-89310-44700). The project is included in the approved 10-year Capital Investment Plan.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 2 to COF Contract No. 2019-0091 with CDM Smith, Inc. for a cost increase not to exceed \$126,950.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR ROBINSON LAKE DAM REHABILITATION
COF Contract No. 2019-0091**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 20____, by and between the **City of Franklin, Tennessee** ("City") and **CDM Smith, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, on April 9, 2019, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Robinson Lake Dam Rehabilitation**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Not to Exceed Fee OF SIX HUNDRED TWO THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$602,300.00), for engineering related services, as detailed in the Scope of Services; and

WHEREAS, on June 23, 2020, the Board of Mayor and Aldermen ("BOMA") of the City of Franklin, Tennessee approved Amendment No. 1 to the agreement with the Consultant for additional engineering services for a Fee increase Not to Exceed ONE HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$159,960.00); and

WHEREAS, the City and the Consultant realize the need for additional engineering services to allow for some minor design modifications and to address a potential safety issue prior to the Project moving forward to construction; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated December 23, 2021, for an increase in engineering services for a Fee increase Not to Exceed ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$126,950.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an Amendment to the Agreement for the Project as proposed.

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. Consultant's Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, dated December 23, 2021, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the amount Not to Exceed ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$126,950.00).

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. 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.

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

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(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.

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

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

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

10. Survival. This Amendment shall survive the completion of 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 April 9, 2019, and Amendment No. 1, dated June 23, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

CDM SMITH, INC.:

(Signature)

Name: _____

Title: _____

Date: _____



Memorandum

*To: Paul Holzen, PE
Shahad Abdulrahman*

*From: Dave Mason, PE, PMP
Zack Daniel, PE*

Date: December 23, 2021

Subject: Scope of Work for Robinson Lake Dam Rehabilitation – Amendment #2

The purpose of this memorandum is to provide a scope of work and cost proposal to amend the design of the Robinson Lake Dam Rehabilitation in Franklin, Tennessee. This scope of work generally includes field work for a tree survey, design change accommodations requested by the City at the 90% and 100% design submittal phase, permit modifications, and emergency seep repair support. Additional descriptions to support the amendment are provided in the sections below.

Background

On April 9, 2019, the Board of Mayor and Alderman approved City of Franklin Contract No. 2019-0091 in the amount of \$602,300 for the design of the Robinson Lake Dam Rehabilitation. At the 60% design review meeting with City staff held on March 5, 2020, the City requested additional design services for park improvements that were not part of the original scope of work for the project. In May 2020, Amendment #1 was approved for \$159,960. In the summer of 2021, a sinkhole formed on the dam that required the City to re-engage CDM Smith to design an emergency breach of the dam and develop permitting support documents for the breach. In addition, the City provided comments on the 90% and 100% design submittals that resulted in additional design services beyond the scope of the original agreement. The design change decisions noted above require a second amendment to the original scope of services.

Scope of Services

The following is a summary of items that CDM Smith has determined to be beyond the original scope of services. CDM Smith has discussed these items with City staff.

Tree Survey

In order to develop the riparian buffer plan required for the project, CDM Smith needed an approximate survey of the location, size and type of trees located within the buffer zone. The City provided CDM Smith with a site survey of the property, but it did not include the location of trees.

Paul Holzen, PE
December 23, 2021
Page 2

Impacts Associated with Potential Project Funding Changes

In the fall/winter of 2020, the City informed CDM Smith of capital funding limitations that would alter the scope of the project. The City directed CDM Smith to remove elements of the project which were already designed to reduce the overall cost of the construction project. CDM Smith proceeded with these design changes, which impacted the plan sheets, specifications, bid form and permit documents. In subsequent discussions, the City determined it would be appropriate to again proceed with the full scope of the project. This resulted in additional design team efforts to revert back to the previous plan sheets.

Permit Changes Directed by the State

Based on discussions with the Tennessee Department of Environment and Conservation (State) prior to design, the State told CDM Smith that the project would qualify for a General ARAP permit. Therefore, our original scope included the appropriate level of effort for completing those permit documents. Following the addition of the park features, more of the property was impacted, prompting the State to now require an individual ARAP permit. This permit change requires additional effort by CDM Smith staff, such as alternatives evaluation and public notice support.

Dam Crest Widening

At the 90% design phase, the City requested widening of the dam crest to include a minimum 5-foot shoulder on the walking path. This request represents a material change to the plan sheet. CDM Smith designers needed to incorporate grading changes provided by City staff, as well as modify numerous subsequent sheets to accommodate the widening.

Boat Dock and Boat Ramp

At the 90% design phase, City staff requested the addition of a boat launch and boat dock that was not included in the original design scope.

Changes to Project Details

City staff developed new standard details for internal use that differed from those available at the outset of the project. CDM Smith staff needed to replace multiple details submitted at the 90% and 100% design phases with those new details now required by the City.

Pedestrian Bridge Replacement

At the 90% design phase, the City requested vehicular access across the pedestrian bridge, which requires re-design of the bridge abutments to support H-20 loading. This also required widening and grading modifications.

Hydraulic Analysis

The spillway hydraulic calculations need to be re-confirmed to accommodate the pedestrian bridge. Ultimately, our calculations must match the 100% design plans to seek dam safety approval. Additionally, the widening of the dam crest will result in the placement of more fill within the 100-

Paul Holzen, PE
December 23, 2021
Page 3

year floodplain. Therefore, a no-rise analysis must be performed to verify that there will be no changes.

Parking Lot and Stormwater Control Modifications

At the 60% design phase, CDM Smith submitted design plans with a parking lot flush with the ground (no raised curb). CDM Smith did not receive any comments on this design approach at that stage. At the 90% design phase, the City requested a parking lot with raised curb, underground stormwater conveyance and stormwater control measure modifications. The City provided CDM Smith with a proposed design and our team incorporated that design into our plans. CDM Smith understands that the City feels the expectation on the design was clear so this amendment represents shared ownership over the additional changes required to comply with the design intent.

Emergency Dam Repair Support

In the summer of 2021, a CDM Smith team member discovered a void that opened up in the dam, which threatened the dam integrity. The City requested CDM Smith's support in addressing the emergency issue. CDM Smith provided design support for a dam drawdown plan, advised the City on response and approach via multiple phone calls, coordinated with the State on emergency permit requirements, developed an Emergency ARAP application for submittal, and routinely inspected the site during drawdown (every 1-2 weeks).

Base Survey Update

The City wished to update the site survey for the property to include the emergency dam breach as well as to update missing areas from the prior survey. The City acquired the survey in October 2021 and shared with CDM Smith after the 100% submittal. CDM Smith incorporated the City's new survey into the final design plans.

Modifications to Water Control Strategy

At the 100% design submittal phase, the City shared with CDM Smith a preference to control stormwater during the design that differed from the proposed plan carried on prior version of the drawings. Upon further discussion, the parties agreed to modify the design plans to incorporate the alternative water control strategy. This strategy involved significant re-work of the final design, including modifications to the civil drawings, relocation of the outlet structure, design of a new coffer dam configuration, re-grading of the dam and outlet channel, revised hydraulic calculations to determine the coffer dam elevation, a revised dam stability analysis for the coffer dam to verify the new height, and edits to the permit documents. Modifications to the water control strategy will also require revisions to the construction sequence plan.

Riparian Buffer Management Plan Revisions

Due to project funding considerations, the City requested significant revisions to the riparian buffer management plan at the 100% design stage to meet their construction budget expectations. The requested revisions involve removing all trees and shrubs from the plans and replacing them with

Paul Holzen, PE
December 23, 2021
Page 4

saplings planted at a designed spacing. CDM Smith's level of effort for this revision includes removing multiple sheets from the project plans, replacing the sheets with a new planting plan, re-numbering sheets, review of specifications to eliminate reference to tree/shrub plantings, updates to project quantities, updates to bid tabs and revisions to permit documents.

Sinkhole Remediation Plan

At the 100% design phase, the City requested addition of a sinkhole remediation plan. CDM Smith will design a plan to include two alternatives: 1) parking lot sinkhole and 2) sinkholes in open spaces. Where appropriate, CDM Smith will rely upon prior sinkhole repair examples provided by the City.

Bid Form/Measurement & Payment Updates

At the 100% design phase, the City provided substantial changes to the previously submitted Bid Form and associated Measurement & Payment to accommodate local preferences. CDM Smith will update the Bid Form and Measurement & Payment sections as well as update the project quantities to conform to the preferred approach.

General

Project management and administration costs associated with this scope of work are included within each task.

Schedule

Due to the emergency dam repair issues and the desire to keep the project moving forward, CDM Smith has been working on the design modifications. It is anticipated that the additional scope items will be completed within four (4) weeks of written notice to proceed (NTP) from the City, with the intent of bidding the project in spring of 2022 (assuming no permitting delays). A proposed milestone schedule is provided herein, based on an assumed NTP by December 30, 2021.

Key Milestone and/or Deliverable	Anticipated Timeline
Submitted Draft 100 Percent Design Package	October 15, 2021 (complete)
Submitted Draft ARAP Permit Package	October 15, 2021 (complete)
Submit Revised 100 Percent Design Package	January 30, 2022
Project Bidding	Quarter 2 of 2022

The schedule milestones are contingent upon timely review of deliverables by City staff. It is assumed that deliverables will be reviewed within two weeks of submittals. The bidding timeline is contingent upon timely review of permit packages (90 days) by the respective regulatory agencies.

Paul Holzen, PE
December 23, 2021
Page 5

Budget

CDM Smith will perform the additional scope items above, billed hourly, for a not-to-exceed upper limit of \$126,950, which includes CDM Smith labor and other direct costs not included within the billing rates. This amendment will increase the contract's upper limit to \$889,210.

Invoices will be submitted to the City monthly based on hours completed and charges incurred within the billing period. A table of billing rates and a summary of estimated fee / costs by discipline/activity is provided below:

Task/Discipline	Hours	Labor Cost	Direct Costs	Total Cost
Geotechnical	174	\$27,710.00		\$27,710.00
Structural	124	\$19,830.00		\$19,830.00
Civil/Site Design	336	\$38,980.00	\$510.00	\$39,490.00
Permitting	136	\$19,540.00		\$19,540.00
Hydraulics	16	\$3,180.00		\$3,180.00
Emergency Seep Support	44	\$9,400.00		\$9,400.00
Total	638	\$126,440.00	\$510.00	\$126,950.00

Project Billing Rates	
Category	Rate
Officer	\$225
Project Manager	\$200
Senior Technical Specialist	\$210
Technical Specialist	\$190
Senior Engineer/Scientist	\$165
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Junior Engineer/Scientist	\$120
Construction Cost Estimator	\$160
Senior Designer	\$165
Designer/Drafter/GIS Technician	\$110
Project Accounting	\$100
Administrative	\$100



File #: 21-02740

DATE: January 7, 2022
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
David Diaz, Contracts Administrator

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2017-0034, A Local Agency Project Agreement With The Tennessee Department Of Transportation For McEwen Drive , From East Of Cool Springs Boulevard/Oxford Glen Drive To SR-252 (Wilson Pike) (TDOT PIN 125418.00) To Replace Exhibit "A" And to Extend The Project Completion Deadline.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to Tennessee Department of Transportation (TDOT) Local Agency Project Agreement (LAPA) No. 170010 (COF Contract No. 2017-0034) for the East McEwen Drive Phase 4 Improvements Project (PIN 125418.00).

BACKGROUND/STAFF COMMENTS:

On March 14, 2017, the BOMA approved COF Contract No. 2017-0034, which is a Local Agency Project Agreement (LAPA) with TDOT to allow the City to locally manage the East McEwen Drive Phase 4 Improvements Project (McEwen 4). The primary purpose of this agreement was to allow the City to access \$10 million in Surface Transportation Block Grant (STBG) Federal funds to help offset the local cost of construction for this project. However, the acceptance of these Federal funds also obligates the City to follow all state and Federal processes and regulations regarding the development of projects that utilize Federal transportation funds. Since approval of this agreement, the project team has been diligently working to complete the design plans, coordinate with utility partners for necessary relocations, acquire rights-of-way/easements, and obtain all necessary approvals.

The project is currently in the right-of-way acquisition phase, which has been slower than expected due to several unanticipated issues, such as the pandemic, staff turnover, and various process changes. However, acquisition offers have been presented to all affected property owners, and all tracts either have been closed or are in various stages of the acquisition process. These stages include: negotiations, awaiting closing, or awaiting condemnation.

With locally managed projects, TDOT always issues a completion deadline within the LAPA. It is

quite common to amend these agreements to either extend the completion deadline or to update the funding terms. However, this does allow TDOT the opportunity to halt and pull funding from projects that are not being managed in good faith by their local agency partners. The intent of Amendment 1 is twofold. First, the project completion deadline (including construction) of the original LAPA is January 31, 2022. Even if the project had moved forward perfectly, there is no possibility that it would have been completed by this deadline. Amendment 1 extends the deadline by two (2) years to January 31, 2024. With construction anticipated to last approximately three (3) years, staff anticipates *at least* one (1) more time extension request. It is important to keep in mind that this deadline applies to the project documentation and invoicing as well, not just physical construction. Therefore, *all reimbursement requests* must also be submitted prior to the completion deadline contained within the LAPA as well. Second, the City has received a significant additional allocation of federal STBG funds for the McEwen 4 project through its participation in the Metropolitan Planning Organization (MPO) regional transportation planning process. An additional \$12.4 million of Federal funding has been approved for the McEwen 4 project, bringing the total Federal funding to \$22.4 million. As such, Exhibit "A", which is an integral part of the LAPA, must also be updated to represent this additional level of Federal funds.

FINANCIAL IMPACT:

There is no direct financial impact of Amendment 1 itself, but the updated Exhibit "A" does allow the City to access an additional \$12.4 million in Federal STBG funds for the Construction Phase of this project. Because STBG funds have an 80/20 split (*i.e.* 80% Federal with a 20% Local Match), this additional \$12.4 million in federal STBG funds requires a local match of \$3.1 million. However, it is important to note that prior to acceptance of Federal funds, this project would have been paid entirely from local funds.

The original agreement and Amendment No. 1 have been included as attachments. For ease of reference, the *ORIGINAL* and *AMENDMENT NO. 1* Exhibit "A" details are shown below:

ORIGINAL - Exhibit "A" for COF Contract No. 2017-0034								
PHASE	FUNDING SOURCE	FED %		STATE %		LOCAL %		ESTIMATED COST
		%	\$	%	\$	%	\$	
PE-NEPA	Local	0%	-	0%	-	100%	500,000	\$500,000
PE-Design	Local	0%	-	0%	-	100%	250,000	\$250,000
Right-of-Way	Local	0%	-	0%	-	100%	3,500,000	\$3,500,000
Construction	Local	0%	-	0%	-	100%	10,328,800	\$10,328,800
Construction	M-STBG	80%	7,991,072	0%	-	20%	1,997,768	\$9,988,840
Construction-CEI	M-STBG	80%	1,826,304	0%	-	20%	456,576	\$2,282,880
TDOT ES	M-STBG	80%	182,624	0%	-	20%	45,656	\$228,280
TOTALS:			10,000,000		-		17,078,800	\$27,078,800

AMENDMENT NO. 1 - Exhibit "A" for COF Contract No. 2017-0034								
PHASE	FUNDING SOURCE	FED %		STATE %		LOCAL %		ESTIMATED COST
		%	\$	%	\$	%	\$	
PE-NEPA	Local	0%	-	0%	-	100%	125,018	\$125,018
PE-Design	Local	0%	-	0%	-	100%	250,000	\$250,000
Right-of-Way	Local	0%	-	0%	-	100%	3,500,000	\$3,500,000
Construction	U-STBG	80%	19,936,000	0%	-	20%	4,984,000	\$24,920,000
CEI	U-STBG	80%	2,240,000	0%	-	20%	560,000	\$2,800,000
TDOT ES	U-STBG	80%	224,000	0%	-	20%	56,000	\$280,000
TOTALS:			22,400,000		-		9,475,018	\$31,875,018

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2017-0034 with TDOT for the East McEwen Drive Phase 4 Improvements Project.

Amendment Number: 1

Agreement Number: 170010 (COF Contract No. 2017-0034)

Project Identification Number: 125418.00

Federal Project Number: STP-M-9305(31)

State Project Number: 94LPLM-F3-096

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"McEwen Drive, From East of Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike)"

1. The language of Agreement # 170010 dated April 7, 2017 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1 .
2. The language of Agreement # 170010 dated April 7, 2017 Section B. 2 a) is hereby deleted in its entirety.
3. The following is added as B. 2 a) .

B. 2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **January 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: ken.moore@franklintn.gov

By:

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: shauna.billingsley@franklintn.gov

By:

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

EXHIBIT “A” for AMENDMENT 1

Agreement #: 170010 (COF Contract No. 2017-0034)

Project Identification #: 125418.00

Federal Project #: STP-M-9305(31)

State Project #: 94LPLM-F3-096

Project Description: McEwen Drive, From East of Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike) - This project will improve East McEwen Drive from east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike). The project shall be constructed as a four-lane median divided facility with turn lanes as required. The project shall include access management, curb and gutter, street lights, ITS infrastructure and accommodations for pedestrians and bicycles.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

Type of Work: Widen

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	LOCAL	0	0	100	\$125,018.00
PE-DESIGN	LOCAL	0	0	100	\$250,000.00
RIGHT-OF-WAY	LOCAL	0	0	100	\$3,500,000.00
CONSTRUCTION	U-STBG	80	0	20	\$24,920,000.00
CEI	U-STBG	80	0	20	\$2,800,000.00
TDOT ES	U-STBG	80	0	20	\$280,000.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

April 10, 2017

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Avenue South
Franklin, TN 37064

Re: McEwen Drive from Cool Springs Boulevard/Oxford Drive to SR-252
Franklin, Williamson County
PIN: 125418.00
Federal Project Number: STP-M-9305(31)
State Project Number: 94LPLM-F3-096
Agreement Number: 170010

Dear Mayor Moore:

We are enclosing for your information and files a copy of the fully executed contract providing for the development of the referenced project.

TDOT will provide reviews of your work during project development. To ensure TDOT staff schedules adequate time for your project, we ask that you provide the dates when you will accomplish project activities. We have listed those activities in the attached schedule. We realize your proposed dates are tentative and subject to change. We will coordinate with you during project development to update project information. Thank you for your cooperation.

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities, please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding or have a NTP, please provide a month and year estimate.

If you have any questions or need additional information, please contact Denise Baker at 615-741-7015 or denise.baker@tn.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kip Mayton".

Kip Mayton
Transportation Manager

Attachment

Agreement Number: 170010

Project Identification Number: 125418.00

Federal Project Number: STP-M-9305(31)

State Project Number: 94LPLM-F3-096

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of April, 2017 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and CITY OF FRANKLIN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Improvement of McEwen Drive from East of Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike)

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	AGENCY
Preliminary Engineering by:	AGENCY	AGENCY
Right-of-Way by:	AGENCY	AGENCY
Utility Coordination by:	AGENCY	AGENCY
Construction by:	AGENCY	PROJECT

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **January 31, 2022**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that 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.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency 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. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

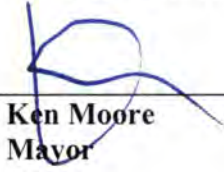
D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

By:


Ken Moore
Mayor

3/27/17
Date

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

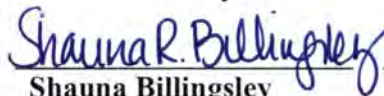
By:


John C. Schroer
Commissioner

APR 07 2017
Date

APPROVED AS TO
FORM AND LEGALITY

By:


Shauna Billingsley
Attorney

03.27.17
Date

APPROVED AS TO
FORM AND LEGALITY

By:


John Reinbold
General Counsel

4-3-17
Date

EXHIBIT "A"

AGREEMENT #: 170010

PROJECT IDENTIFICATION #: 125418.00

FEDERAL PROJECT #: STP-M-9305(31)

STATE PROJECT #: 94LPLM-F3-096

PROJECT DESCRIPTION: Improvement of East McEwen Drive from east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike). The project shall be constructed as a four lane, median divided facility with turn lanes as required. Project shall include: access management, curb and gutter, street lights, ITS infrastructure and accommodations for pedestrians and bicycles.

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Widening

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	LOCAL	0	0	100	\$500,000.00
PE-DESIGN	LOCAL	0	0	100	\$250,000.00
RIGHT-OF-WAY	LOCAL	0	0	100	\$3,500,000.00
CONSTRUCTION	LOCAL	0	0	100	\$10,328,800.00
CONSTRUCTION	M-STBG	80	0	20	\$9,988,840.00
CONSTRUCTION-CEI	M-STBG	80	0	20	\$2,282,880.00
TDOT ES	M-STBG	80	0	20	\$228,280.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



File #: 21-01977

DATE: January 12, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

*Consideration Of Resolution 2021-92, A Resolution To Rescind Resolution Establishing Liberty Hills Pond As A Regional Stormwater Detention Facility.

WS 5/11/21

BOMA 5/25/21 deferred to 1/11/21, 8-0

BOMA 1/11/22 deferred to 1/25/22, 8-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning

BACKGROUND/STAFF COMMENTS:

On August 25, 2020, the City of Franklin received a letter from Brandes B. Holcomb, the HOA's attorney, requesting the city to adhere to an August 9th, 2005 resolution and easement agreement. It should be noted that this is a private pond and currently has the following sign "NO SOLICITATION; LIBERTY HILLS HOA POND IS FOR LIBERTY HILLS RESIDENTS ONLY; CATCH AND RELEASE ONLY". Below is the history associated with this pond:

June 17, 1986 - Franklin Municipal Planning Commission approved Liberty Hills Subdivision Section One Plat.

January 30, 1987 - Liberty Hills Subdivision Section One Plat was recorded at the Williamson County Register of Deeds. NOTE: The final plat states "Detention Basin Area, Open Spaces and Street Islands Shall Be Maintained by the Home Owner Association".

December 14, 2004 - The Board of Mayor and Aldermen (BOMA) approved an agreement with HFR, Inc. to survey the Liberty Hills pond in the amount of \$9,000.

August 9, 2005 - BOMA approved an Agreement with Sullivan Engineering, Inc. to design improvements for the Liberty Hills pond in the amount of \$36,250.

August 9, 2005 - BOMA approved a "Resolution Approving the Establishment of a Regional Stormwater Detention Facility".

August 9, 2005 - The Liberty Hills Homeowners Association and City of Franklin entered into an easement agreement that is recorded at Williamson County Registers of Deeds. This easement agreement grants the City access to make repairs, perform maintenance, and make drainage improvements to the existing pond. This easement agreement does not define the level of maintenance required by the City, but simply allows the City to access the property for emergency maintenance or as deemed appropriate by City Administration or the Board of Mayor and Aldermen.

August 13, 2006 - BOMA approved a construction agreement with Contracting Services, Inc. for improvements and dredging of the Liberty Hills pond in the amount of \$195,195.00

November 19, 2015 - BOMA approved a Professional services Agreement (COF Contract No. 2015-0356), with Civil & Environmental Consultants, Inc. to evaluate potential solutions to address flooding and streambank erosion in the Royal Oaks Subdivision. The study area included the Liberty Hills HOA's private pond.

May 1, 2019 - City staff received the final Liberty Hills Feasibility Study from Civil & Environmental Consultants, Inc. Civil & Environmental Consultants, Inc. analyzed fifteen potential solutions to reduce flooding along Ralston Creek and around the Liberty Hills Pond. In most instances, a reduction in outflow from the pond resulted in an increase in the pond water elevation and an increase in outflow would result in increased flows downstream the pond. In addition, this study identified flood plain along Ralston Creek, causing the City to move forward with mapping the floodplain through FEMA. One potential solution evaluated included the removal of the existing outlet structure of the Liberty Hills Pond and replacing it with a 12'x10' reinforced concrete box culvert under Liberty Hills Drive. This alternative would effectively remove the permanent pool from the Liberty Hills Pond. A natural stream channel would be constructed to convey the stormwater runoff from the pond inflow locations to the proposed outlet structure. This alternative, when compared to the existing conditions would increase the outflow from the Liberty Hills pond while decreasing the pond water elevation. This alternative was not selected due to the fact that it would have increased downstream flow/erosion and the Liberty Hills HOA was not interested in the removal of the pond. In summary, after years of evaluation, staff concluded that this pond provided no regional benefit and was simply a private amenity to the HOA. Should the City desire to maintain the pond, the best option identified is to remove the pond, restore the pond back to its original state as a stream, establish a 60' riparian buffer and install a culvert that would not increase or decrease flow and flooding upstream and downstream of the pond.

City engineering staff met with the HOA on numerous occasions to discuss cost and problems associated with the existing pond. We continued to work with the HOA until they hired legal counsel to represent them. From that point forward, most of the communication has been through the City of Franklin's Law Department. It has been staff's opinion that that the easement agreement and resolution gives authority for the City to make repairs, provide for maintenance and make drainage improvements to the existing pond, but does not require us to maintain the pond to certain level. The HOA has been told on numerous occasions, that if they would like the City to preform a higher level of maintenance on the existing pond, we would need to seek approval from the BOMA and budget the improvements as directed by the BOMA. In addition, staff told the HOA we would not recommend approval of any types of Capital Improvements Project or ongoing maintenance agreement to a private pond that does not provide a regional benefit to the City of Franklin, TN.

FINANCIAL IMPACT:

No impact at this time. In addition to the financial impact (or lack thereof) of this particular item, staff has included several financial materials - the FY 2022 Stormwater Fund Budget and an extensive

internal study of the Stormwater Fund from 2018 - to provide additional context to the current financing and structure of the Stormwater Fund.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-92.

RESOLUTION 2021-92

A RESOLUTION TO RESCIND A 2005 RESOLUTION ESTABLISHING A REGIONAL STORMWATER DETENTION FACILITY IN LIBERTY HILLS SUBDIVISION

WHEREAS, in December 2004 the Board of Mayor and Aldermen approved an agreement with HRF, Inc., to survey the Liberty Hills pond, and in August 2005 approved an agreement with Sullivan Engineering, Inc., to design improvements to the Liberty Hills pond; and

WHEREAS, on August 9, 2005, the City, through resolution of the Board of Mayor and Aldermen, found that the lake within the Liberty Hills Subdivision acted as a stormwater retention facility for the Liberty Hills Subdivision as well as a regional stormwater retention facility for a substantial portion of the drainage basin in which it is located (Exhibit A) ; and

WHEREAS, the resolution further authorized the City Administrator and Mayor to execute a stormwater facility maintenance and access easement agreement with Liberty Hills Subdivision, which was executed on August 5, 2005 (Exhibit B); and

WHEREAS, the easement agreement grants the City access to make repairs, perform maintenance, and make drainage improvements to the existing pond; however, the easement agreement does not define the level of maintenance required by the City, but simply allows the City to access the property for emergency maintenance or as deemed appropriate by City Administration or the Board of Mayor and Aldermen; and

WHEREAS, on August 13, 2006, the Board of Mayor and Aldermen approved a construction agreement with Contracting Services, Inc., for improvements and dredging of the Liberty Hills pond; and

WHEREAS, on November 19, 2015, the Board of Mayor and Aldermen approved a Professional Services Agreement with Civil & Environmental Consultants, Inc., to evaluate potential solutions to address flooding and streambank erosion in the Royal Oaks Subdivision, which included the Liberty Hills pond; and

WHEREAS, on May 1, 2019, City staff received the final Liberty Hills Feasibility Study from Civil & Environmental Consultants, Inc., and after review of the study City staff determined that the pond provides no regional benefit and is simply a private amenity to the Liberty Hills Subdivision HOA; and

WHEREAS, City staff believe that should the City desire to do any maintenance on the pond, the best option identified by Civil & Environmental Consultants, Inc., is to remove the pond, restore the pond back to its original state as a stream, establish a 60' riparian buffer, and install a culvert that would not increase or decrease flow and flooding upstream and downstream of the pond; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to rescind the 2005 resolution establishing a regional stormwater detention facility in Liberty Hills Subdivision and to do no further maintenance on the pond unless there are emergency circumstances.

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

Section 1. The 2005 resolution establishing a regional stormwater detention facility in Liberty Hills Subdivision is rescinded.

Section 2. City staff shall not provide future maintenance on the pond unless an emergency requires action by the City.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

**RESOLUTION APPROVING THE ESTABLISHMENT OF A REGIONAL
STORMWATER DETENTION FACILITY IN
LIBERTY HILLS SUBDIVISION.**

WHEREAS, the Liberty Hills Subdivision property encompasses a lake that acts as a stormwater retention facility for the Liberty Hills Subdivision as well as a regional stormwater retention facility for a substantial portion of the drainage basin in which it is located (hereinafter "the retention pond");

WHEREAS, the retention pond serves as an important component of the Grantee's public, city-wide stormwater management system and the regular dredging, maintenance and repair of this regional retention pond is in the public interest; and

WHEREAS, the retention pond has been found by the Director of Engineering to be a functioning regional detention facility that may, in the future, need cleaning, construction, repair and on-going maintenance so that it will continue to function properly for the purposes for which it was created; and

WHEREAS, Franklin Municipal Code Section 16-706(2) authorizes the city to maintain such a facility after acceptance by the Director of Engineering of a functioning regional detention facility approved by the Board of Mayor and Aldermen.

NOW THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that, based upon the City Engineer's finding that the retention pond meets city standards as a functioning regional detention facility, the Board of Mayor and Aldermen approves its acceptance. The City Administrator and Mayor are authorized to execute any

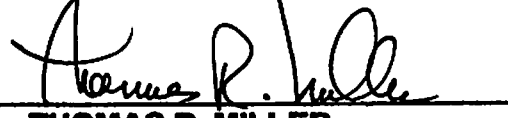
documents enter into a stormwater facility maintenance and access easement agreement with Liberty Hills Subdivision as attached hereto and incorporated herein by reference and to take all steps necessary to implement this resolution.

IT IS SO RESOLVED AND DONE on this the 9 th day of August, 2005.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: 
JAMES R. JOHNSON
City Administrator/Recorder

By: 
THOMAS R. MILLER
Mayor

Cross-references:

Deed Book 830, Page 895

Plat Book 13, Page 86

This Instrument Prepared By:

Karen Beyke

HUBBARD, BERRY, DOUGHTY, BARRICK & HARRIS, PLLC

Suntrust Bank

201 Fourth Avenue North, Suite 1420

Nashville, Tennessee 37219

(615) 251-5444

EASEMENT AGREEMENT

THIS AGREEMENT, made this the 9th day of August, 200 5, by and between **LIBERTY HILLS HOMEOWNERS ASSOCIATION**, a Tennessee, not-for-profit corporation, hereinafter called the "Grantor" and **THE CITY OF FRANKLIN, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter called the "Grantee."

WITNESSETH:

WHEREAS the Grantor owns certain real property in the 9th Civil District of Williamson County, Tennessee, more particularly described as Lot 79-B Parcel 71, Liberty Hills Subdivision, and as recorded in Book 830, Page 895, Register's Office of Williamson County, Tennessee ("ROWC"), and Plat Book 13, Page 86, ROWC (hereinafter referred to as "the property"); and

WHEREAS, the property encompasses a lake that acts as a stormwater retention facility for the Liberty Hills Subdivision as well as a regional stormwater retention facility for a substantial portion of the drainage basin in which it is located (hereinafter "the retention pond"); and

WHEREAS, the retention pond serves as an important component of the Grantee's public, city-wide stormwater management system and the regular dredging, maintenance and repair of this retention pond is in the public interest; and

WHEREAS, the retention pond has been found by the Director of Engineering and approved by the Board of Mayor and Aldermen to be a functioning regional detention facility that may, in the future, need cleaning, construction, repair and on-going maintenance so that it will continue to function properly for the purposes for which it was created; and

WHEREAS the Grantor wishes to grant and the Grantee wishes to accept, pursuant to the terms and conditions provided herein, and subject to the rights reserved below, an easement for access, repair, maintenance and drainage improvements of the retention pond.

NOW THEREFORE:

For and in consideration of the foregoing and the sum of **TEN DOLLARS (\$10.00)**, cash in hand, paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, which consideration represents full and adequate compensation for the rights being conveyed herein, the Grantor has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the Grantee, its successors and assigns, an easement as hereinafter described and subject to the following conditions:

1. The above recitals are incorporated herein by reference.
2. The Grantor hereby grants, conveys, and gives to the Grantee, an easement for access to the retention pond for the sole purpose of Grantee, its agents, employees, or contractors, performing repair, maintenance, dredging, drainage, construction, or other necessary work on the retention pond. This access easement shall be as particularly described in Exhibit 1 and shown in the map attached thereto as Exhibit A. Access shall be granted to Grantee, its agents, employees, or contractors, during daylight hours, except during those times requiring emergency response.
3. The Grantee shall have the right during the term of this easement, to inspect, construct, maintain, grade, level, replace and repair temporary and permanent improvements made within the easement area hereinbefore described, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said easement. The Homeowners' Association of Liberty Hills Subdivision shall retain all other responsibility for regular, routine maintenance, on and about the retention pond, including but not limited to mowing grass, raking, pruning, debris removal, etc. The design and construction of any such improvements shall be done in consultation with and subject to the approval of the Grantor, and shall be in compliance with all applicable codes and regulations of general application.
4. All contractors, subcontractors, materialmen and suppliers engaged by the Grantee to construct or maintain improvements within the easement, shall be required by the Grantee, prior to commencing any work, to agree in writing that they will look solely to the Grantee for payment and will not seek to impose or impose upon the Grantor any lien or claim for payment of any kind.

5. The Grantor assumes sole and entire responsibility for, and further agrees to indemnify and hold harmless the Grantee from, any liability, loss, claims, demands, or damages, including costs and attorney's fees, from any injury, loss of life, or damage to any persons or property, due to the activities, operations, or use of the easements by any person for any reason, or which is due to the construction, maintenance, repair, or renovation of the easements by Grantee, its agents, contractors, or any persons acting in its behalf.
6. The Grantor reserves the right to continue to use the property for any valid purpose, and to grant other easements within the same area, so long as such use, or such grant of additional easements, does not interfere with the Grantee's rights under this agreement.

TO HAVE AND TO HOLD, said property unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Parties hereunto set their hands on the day and date first above written.

GRANTOR:

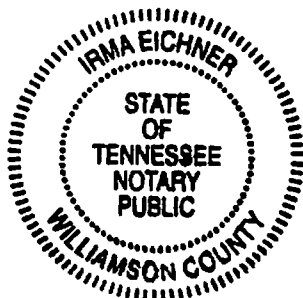
LIBERTY HILLS HOMEOWNERS ASSOCIATION

By:  Hank GARDNER

Title: 

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

Personally appeared before me, MR. HANK GARDNER, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged themselves to be the legal representatives of the Liberty Hills Homeowners Association, respectively, and, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



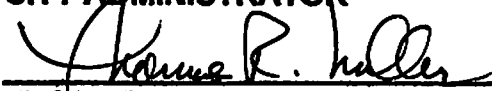

Notary Public
My Commission expires: 05/27/2007

GRANTEE:

CITY OF FRANKLIN, TENNESSEE



**JAMES R. JOHNSON
CITY ADMINISTRATOR**



**THOMAS R. MILLER
MAYOR**

STATE OF TENNESSEE

)

)ss:

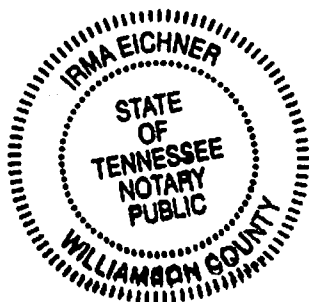
COUNTY OF WILLIAMSON

)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared before me JAMES R. JOHNSON, CITY ADMINISTRATOR, AND THOMAS R. MILLER, MAYOR, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged themselves to be the City Administrator and Mayor respectively, and as such, being authorized so to do executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, on this the 9th day of August,

2005.

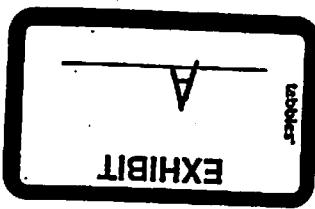



Notary Public
My Commission expires: 05/27/2007

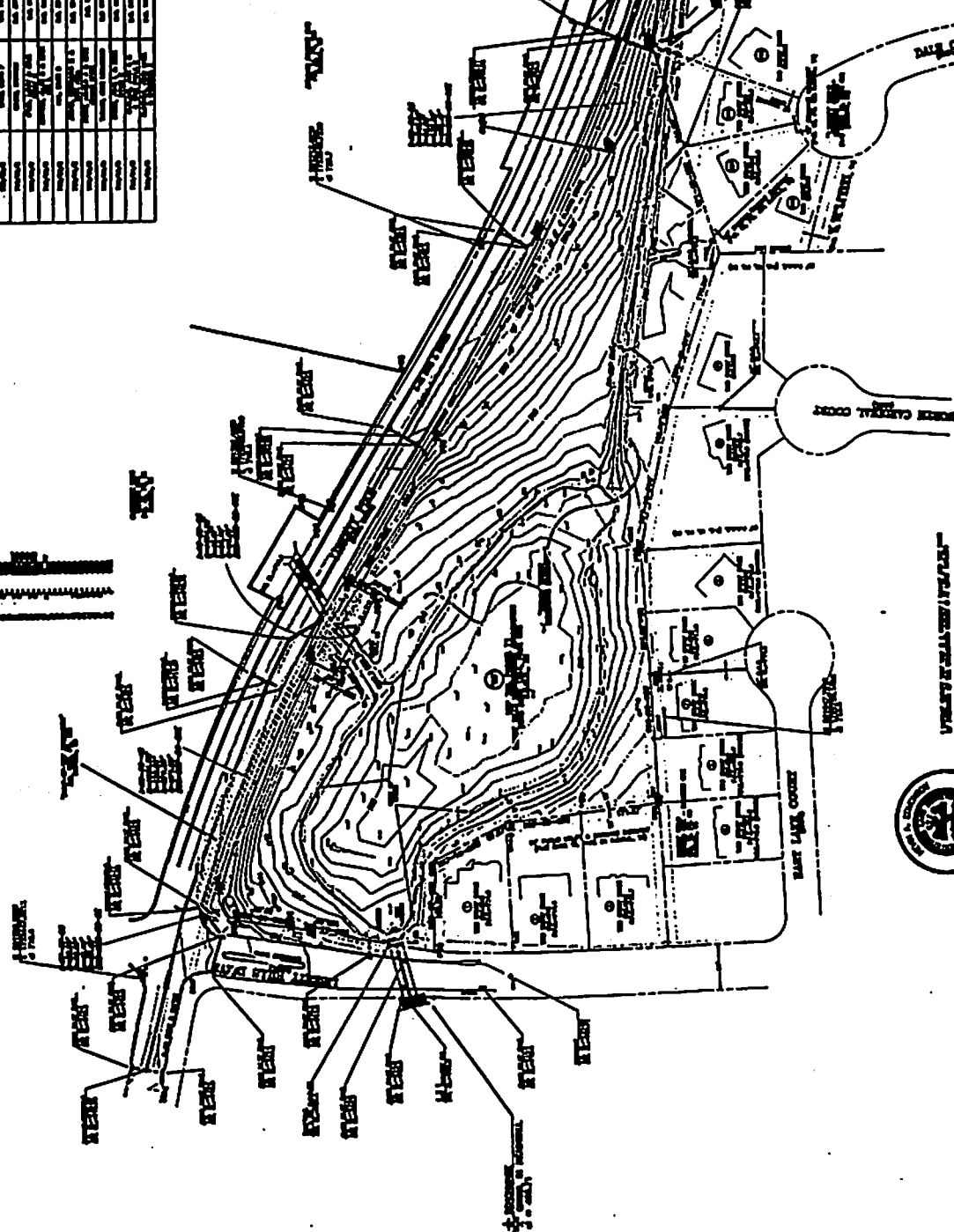
EXHIBIT 1

MAINTENANCE AND REPAIR EASEMENT:

Land in Williamson County, Tennessee, being common area consisting of 30.714 sq. ft. designated Open Space "A" and Storm Water Detention Easement consisting of 5.862 acres +/- on the Plan of Liberty Hills, Section One, Revision One, of record in Plat Book 13, page 86, Register's Office for Williamson County, Tennessee and more particularly described and identified by the attached "Exhibit A"



TIME TABLE		TIME OF ARRIVAL		TIME OF DEPARTURE		TIME OF RETURN	
1	10:00	10:00	10:00	10:00	10:00	10:00	10:00
2	10:10	10:10	10:10	10:10	10:10	10:10	10:10
3	10:20	10:20	10:20	10:20	10:20	10:20	10:20
4	10:30	10:30	10:30	10:30	10:30	10:30	10:30
5	10:40	10:40	10:40	10:40	10:40	10:40	10:40
6	10:50	10:50	10:50	10:50	10:50	10:50	10:50
7	11:00	11:00	11:00	11:00	11:00	11:00	11:00
8	11:10	11:10	11:10	11:10	11:10	11:10	11:10
9	11:20	11:20	11:20	11:20	11:20	11:20	11:20
10	11:30	11:30	11:30	11:30	11:30	11:30	11:30
11	11:40	11:40	11:40	11:40	11:40	11:40	11:40
12	11:50	11:50	11:50	11:50	11:50	11:50	11:50
13	12:00	12:00	12:00	12:00	12:00	12:00	12:00
14	12:10	12:10	12:10	12:10	12:10	12:10	12:10
15	12:20	12:20	12:20	12:20	12:20	12:20	12:20
16	12:30	12:30	12:30	12:30	12:30	12:30	12:30
17	12:40	12:40	12:40	12:40	12:40	12:40	12:40
18	12:50	12:50	12:50	12:50	12:50	12:50	12:50
19	13:00	13:00	13:00	13:00	13:00	13:00	13:00
20	13:10	13:10	13:10	13:10	13:10	13:10	13:10
21	13:20	13:20	13:20	13:20	13:20	13:20	13:20
22	13:30	13:30	13:30	13:30	13:30	13:30	13:30
23	13:40	13:40	13:40	13:40	13:40	13:40	13:40
24	13:50	13:50	13:50	13:50	13:50	13:50	13:50
25	14:00	14:00	14:00	14:00	14:00	14:00	14:00
26	14:10	14:10	14:10	14:10	14:10	14:10	14:10
27	14:20	14:20	14:20	14:20	14:20	14:20	14:20
28	14:30	14:30	14:30	14:30	14:30	14:30	14:30
29	14:40	14:40	14:40	14:40	14:40	14:40	14:40
30	14:50	14:50	14:50	14:50	14:50	14:50	14:50
31	15:00	15:00	15:00	15:00	15:00	15:00	15:00
32	15:10	15:10	15:10	15:10	15:10	15:10	15:10
33	15:20	15:20	15:20	15:20	15:20	15:20	15:20
34	15:30	15:30	15:30	15:30	15:30	15:30	15:30
35	15:40	15:40	15:40	15:40	15:40	15:40	15:40
36	15:50	15:50	15:50	15:50	15:50	15:50	15:50
37	16:00	16:00	16:00	16:00	16:00	16:00	16:00
38	16:10	16:10	16:10	16:10	16:10	16:10	16:10
39	16:20	16:20	16:20	16:20	16:20	16:20	16:20
40	16:30	16:30	16:30	16:30	16:30	16:30	16:30
41	16:40	16:40	16:40	16:40	16:40	16:40	16:40
42	16:50	16:50	16:50	16:50	16:50	16:50	16:50
43	17:00	17:00	17:00	17:00	17:00	17:00	17:00
44	17:10	17:10	17:10	17:10	17:10	17:10	17:10
45	17:20	17:20	17:20	17:20	17:20	17:20	17:20
46	17:30	17:30	17:30	17:30	17:30	17:30	17:30
47	17:40	17:40	17:40	17:40	17:40	17:40	17:40
48	17:50	17:50	17:50	17:50	17:50	17:50	17:50
49	18:00	18:00	18:00	18:00	18:00	18:00	18:00
50	18:10	18:10	18:10	18:10	18:10	18:10	18:10
51	18:20	18:20	18:20	18:20	18:20	18:20	18:20
52	18:30	18:30	18:30	18:30	18:30	18:30	18:30
53	18:40	18:40	18:40	18:40	18:40	18:40	18:40
54	18:50	18:50	18:50	18:50	18:50	18:50	18:50
55	19:00	19:00	19:00	19:00	19:00	19:00	19:00
56	19:10	19:10	19:10	19:10	19:10	19:10	19:10
57	19:20	19:20	19:20	19:20	19:20	19:20	19:20
58	19:30	19:30	19:30	19:30	19:30	19:30	19:30
59	19:40	19:40	19:40	19:40	19:40	19:40	19:40
60	19:50	19:50	19:50	19:50	19:50	19:50	19:50
61	20:00	20:00	20:00	20:00	20:00	20:00	20:00
62	20:10	20:10	20:10	20:10	20:10	20:10	20:10
63	20:20	20:20	20:20	20:20	20:20	20:20	20:20
64	20:30	20:30	20:30	20:30	20:30	20:30	20:30
65	20:40	20:40	20:40	20:40	20:40	20:40	20:40
66	20:50	20:50	20:50	20:50	20:50	20:50	20:50
67	21:00	21:00	21:00	21:00	21:00	21:00	21:00
68	21:10	21:10	21:10	21:10	21:10	21:10	21:10
69	21:20	21:20	21:20	21:20	21:20	21:20	21:20
70	21:30	21:30	21:30	21:30	21:30	21:30	21:30
71	21:40	21:40	21:40	21:40	21:40	21:40	21:40
72	21:50	21:50	21:50	21:50	21:50	21:50	21:50
73	22:00	22:00	22:00	22:00	22:00	22:00	22:00
74	22:10	22:10	22:10	22:10	22:10	22:10	22:10
75	22:20	22:20	22:20	22:20	22:20	22:20	22:20
76	22:30	22:30	22:30	22:30	22:30	22:30	22:30
77	22:40	22:40	22:40	22:40	22:40	22:40	22:40
78	22:50	22:50	22:50	22:50	22:50	22:50	22:50
79	23:00	23:00	23:00	23:00	23:00	23:00	23:00
80	23:10	23:10	23:10	23:10	23:10	23:10	23:10
81	23:20	23:20	23:20	23:20	23:20	23:20	23:20
82	23:30	23:30	23:30	23:30	23:30	23:30	23:30
83	23:40	23:40	23:40	23:40	23:40	23:40	23:40
84	23:50	23:50	23:50	23:50	23:50	23:50	23:50
85	00:00	00:00	00:00	00:00	00:00	00:00	00:00
86	00:10	00:10	00:10	00:10	00:10	00:10	00:10
87	00:20	00:20	00:20	00:20	00:20	00:20	00:20
88	00:30	00:30	00:30	00:30	00:30	00:30	00:30
89	00:40	00:40	00:40	00:40	00:40	00:40	00:40
90	00:50	00:50	00:50	00:50	00:50	00:50	00:50
91	01:00	01:00	01:00	01:00	01:00	01:00	01:00
92	01:10	01:10	01:10	01:10	01:10	01:10	01:10
93	01:20	01:20	01:20	01:20	01:20	01:20	01:20
94	01:30	01:30	01:30	01:30	01:30	01:30	01:30
95	01:40	01:40	01:40	01:40	01:40	01:40	01:40
96	01:50	01:50	01:50	01:50	01:50	01:50	01:50
97	02:00	02:00	02:00	02:00	02:00	02:00	02:00
98	02:10	02:10	02:10	02:10	02:10	02:10	02:10
99	02:20	02:20	02:20	02:20	02:20	02:20	02:20
100	02:30	02:30	02:30	02:30	02:30	02:30	02:30



STATE OF NEW YORK
DEPARTMENT OF STATE
OFFICE OF THE SURVEYOR GENERAL

WALTER PERKINS ASSOCIATES, INC.
Surveying
100-100 100-100
100-100 100-100

Liberty Hills Homeowners' Association

April 1, 2005

Mr. Jay Johnson
City Administrator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

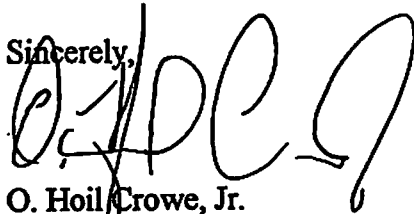
Re: **Liberty Hills Subdivision Pond**

Dear Mr. Johnson:

I am writing to you on behalf of the Liberty Hills Homeowners' Association Board of Directors. They wish to confirm the fact that, as representatives of the Association, they are willing to pursue the conversion of the Association's common area pond, to a Regional Retention Facility. Furthermore, they are requesting that this matter be presented for consideration in the upcoming 2005/2006 budget.

Thank you for your help.

Sincerely,



O. Hoil Crowe, Jr.
Property Manager

**LIBERTY HILLS HOMEOWNERS' ASSOCIATION
BOARD OF DIRECTORS
MEETING MINUTES**

(P)

JULY 13, 2005

The Liberty Hills Homeowners' Association Board of Directors meeting was held on July 13, 2005, in the office of Westwood Management .

The following Board members were present:

Hank Gardner, President
Terry Welborn, Vice President
Marsha Hynes, Secretary
Brent Lenthall, Member
Vicky Feuerborn, Member

Hoil Crowe was present to represent Westwood Management.

The meeting was called to order at 4:04 p.m.

The June 8, 2005 meeting minutes were approved by acclamation.

Homeowners Concerns

Hank stated that he had met with the homeowner who owned the white panel van. He acknowledged receiving the letter and agreed to find another location for the van.

New Business – Reports of Officers

A. President's Report

Hank reported that he had reviewed the resolution for the pond supplied by the City. Other Board members had done the same. The Board agreed that the contractor should be held responsible as with all other projects ordered by the City. Liberty Hills has been and will remain insured against potential risks with pond and surrounding open spaces. The Board approved the Resolution for the establishment of a regional stormwater detention facility in the Liberty Hill subdivision, upon a motion made by Marsha, and seconded by Brent. Motion carried.

Hank also stated that he would like the Board to begin sending monthly newsletters. As a form of communication they are very inexpensive and can be very informative. The internet may also be a means of disseminating information to the homeowners.

B. Vice President's Report

Marsha reported that the light should be installed in a week or so.

She also reported that most of the directories had been delivered.

**LIBERTY HILLS HOMEOWNERS' ASSOCIATION
MEETING MINUTES
JULY 13, 2005**

Page 2

C. Treasurer's Report

The Board reviewed and approved the financial reports through June 30, 2005, upon a motion made by Marsha, and seconded by Vicky. Motion carried.

New Business – Reports of the Board

A. Member-at-large Report

No report.

New Business – Committee Reports

A. Architectural Review Committee

The Board asked Hoil to send letters to 609 and 633 Independence Drive East for lawn mowers left outside.

It was also noted that the POD was removed.

The Board unanimously approved the Facers fence application.

The Board reviewed and unanimously approved the house plans from Corinthian Builders pending the confirmation that the driveways will be aggregate concrete and the houses will be a minimum of 1500 square feet.

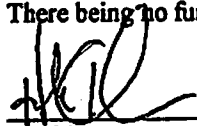
B. Social Committee

No report.

C. Other

The next meeting is scheduled for August 10, at 4:00 p.m.

There being no further business to discuss; the meeting was adjourned at 5:38 p.m.



President

Secretary



Civil & Environmental Consultants, Inc.

325 Seaboard Lane | Suite 170 | Franklin, Tennessee 37067

Phone: (615) 333-7797 | Fax: (615) 333-7751

MEMORANDUM

Date: May 1, 2019

To: Mr. Paul Holzen, P.E., LEED AP, City of Franklin

From: Eric J. Gardner, P.E., CPESC, Jeffrey B. Shaver, P.E., CFM, CPESC

Subject: Ralston Creek at Liberty Hills – Feasibility Study Summary

CEC Project No. 153-050

1.0 INTRODUCTION

CEC has completed a hydrologic and hydraulic analysis of Ralston Creek to determine potential solutions to address flooding and streambank erosion in the Royal Oaks Subdivision. The study area also included the Liberty Hills Subdivision retention pond, located east of the subdivision entrance from Liberty Pike. This analysis has been performed according to the Professional Services Agreement (COF Contract No. 2015-0356) approved on November 19, 2015 and amended on September 12, 2017.

The second phase of the hydrologic and hydraulic analysis was to delineate the 100-yr floodplain for Ralston Creek in the Royal Oaks Subdivision and around the Liberty Hills Pond. In addition, once the 100-yr floodplain was delineated potential solutions would be evaluated to reduce flooding during the 100-yr event upstream of Liberty Hills Drive. The goal for the potential solutions was to decrease the flooding upstream of Liberty Hills Drive while not increasing the outflow from the Liberty Hills Pond when compared to the existing conditions. The results of the extended flood study were displayed at the Project Public Meeting, held on November 8, 2018 and are depicted on the attached Figure 1 “Preliminary Flood Study”.

Since this analysis had multiple phases with varying objectives, the approach and results for each analysis phase are presented separately.

2.0 EXECUTIVE SUMMARY

CEC analyzed fifteen potential solutions to reduce flooding along Ralston Creek and around the Liberty Hills Pond. The first phase analyzed eleven potential solutions that showed flooding along Ralston Creek due to the lower more frequent rainfall events could be reduced through modifications to the Liberty Hills Pond. However, in most instances a reduction in outflow from the pond resulted in an increase in the pond water elevation. Five of the potential solutions showed a reduction in both the pond outflow and pond water elevation, however they were either trending toward potential increases during larger rainfall events, provided minimal reductions in the pond outflow such that it would not provide a noticeable reduction in flooding along Ralston Creek, or were “extreme”

solutions that may not be acceptable. The “extreme” solutions would require the Liberty Hills Pond to be changed from a neighborhood amenity to an unsightly flood control facility (e.g. drain pond and construct walls around pond to increase storage volume). It was also determined that the cost-benefit ratio of the “extreme” solutions would provide little relief for a relatively large cost.

In simple terms, the analysis shows releasing stormwater from the pond at a slower rate requires additional storage volume for the pond, which has the potential of increased flooding for the properties adjacent to the Liberty Hills Pond. Subsequently, modifying the outlet structure to release stormwater quicker resulted in the potential for increased flooding downstream of the pond along Ralston Creek.

The second phase analyzed four additional potential solutions which showed there is not a solution that will lower the pond water elevation a measurable amount for the 100-yr event while not increasing the outflow from the pond. The extended flood study also indicated that the majority of the houses adjacent to the right descending bank of Ralston Creek downstream of Liberty Hills Drive are located in the base flood (100-year) floodplain in the existing condition.

CEC recommends that the City not make modifications to the Liberty Hills Pond outlet structure and storage capacity. The following information provide a detailed description of the existing conditions and each of the potential solutions that were evaluated. The following details describes the modifications that would be required with each option, a table with the results from the analysis, and CEC’s reason for not recommending the option.

3.0 FLOODING AND STREAMBANK EROSION ANALYSIS

The initial phase of the analysis was to evaluate potential solutions for flooding due to the lower more frequent rainfall events downstream of the Liberty Hills Pond. The goal for the potential solutions is to decrease the outflow from the Liberty Hills Pond while not increasing the water elevation in the pond when compared to the existing conditions.

The analysis included measuring the Liberty Hills Pond’s response to rainfall events by collecting rainfall depth, water level in the pond, and flow leaving the pond over a 21 month time period. The field data that was collected was used to calibrate a hydrologic computer model to simulate existing field conditions so potential solutions to address flooding and streambank erosion along Ralston Creek could be evaluated. The calibration of the hydrologic computer model also included use of a hydraulic computer model to evaluate flow depth measurements and photographs provided by a resident along Ralston Creek downstream of the Liberty Hills Pond. The resulting flows from this model were lower than the regression equations produced but are extrapolated from field measurements.

Since there was not a rainfall event during the field data collection period that equaled or exceeded the 1-yr, 24-hr rainfall depth, as defined by NOAA Atlas 14, this phase of the analysis was limited to the 1-yr through 10-yr rainfall events when evaluating potential solutions. Table 1 shows the rainfall depths used in the analysis; other than the observed maximum, the other design storm depths are from NOAA Atlas 14. The potential solutions which were evaluated included modifications to

the existing Liberty Hills Pond’s outlet structure, modification to the Liberty Hills Pond’s storage volume, and combinations of the outlet structure and storage volume modifications.

Table 1 - Rainfall Depths

Event	Rainfall Depth (in)
Observed (Max)	2.16
1-YR, 24-HR	3.09
2-YR, 24-HR	3.69
5-YR, 24-HR	4.49
10-YR, 24-HR	5.14

During the Project Public Meeting, held on November 8, 2018, attendees asked if the pond could be excavated deeper to create additional volume. It was explained that volume created below the outlet control structure would not create additional detention, as the pond would fill to the elevation of the outlet structure and remain at that level. This alternative was not analyzed in the hydrologic computer model since only additional storage excavated above the existing pond water elevation would be effective in reducing the pond water elevation during rainfall events.

3.1 Existing Outlet Structure

The existing outlet structure for the Liberty Hills Pond consists of two concrete elliptical culverts under Liberty Hills Drive with a weir box located on their upstream end. The weir box is a rectangular box with four smaller triangular weirs as shown on Figure EX-1, “Existing Outlet Structure”. The invert of the triangular weirs are approximately 5 inches above the invert of the elliptical culverts. The normal pond depth for the existing condition is approximately 3’-2”. Table 2 shows how flow is attenuated for the existing condition.

Table 2 - Existing Outlet Structure Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)
Observed (Max)	709.40	64.88	45.53	29.8
1-YR, 24-HR	709.52	74.29	49.09	33.9
2-YR, 24-HR	710.44	121.71	69.86	42.6
5-YR, 24-HR	712.48	235.25	101.41	56.9
10-YR, 24-HR	713.83	327.12	117.67	64.0

3.2 Modified Outlet Structure 1 (MOS-1)

Modified Outlet Structure 1 consists of replacing one of the existing triangular weirs with a 4-inch rectangular weir as shown on Figure MOS-1, “Modified Outlet Structure 1”. The invert of the proposed 4-inch rectangular weir would be constructed at the same elevations as the invert of existing elliptical culverts. The remaining portions of the existing outlet structure would remain unchanged. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. Table 3 shows how the flow is attenuated for this alternative.

Table 3 - Modified Outlet Structure 1 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.05	64.88	46.62	28.1	2.4	-0.35
1-YR, 24-HR	709.23	74.29	51.39	30.8	4.7	-0.29
2-YR, 24-HR	710.16	121.71	71.09	41.6	1.8	-0.28
5-YR, 24-HR	712.26	235.25	102.43	56.5	1.0	-0.22
10-YR, 24-HR	713.66	327.12	118.78	63.7	0.9	-0.17

Increase
 Decrease

This alternative when compared to the existing outlet structure would increase the outflow from the Liberty Hills Pond between 0.9% - 4.7% while lowering the pond water elevation. This alternative was not selected to move forward with additional analysis since it would increase flows with the potential to increase flooding and streambank erosion in Ralston Creek downstream of Liberty Hills Drive.

3.3 Modified Outlet Structure 2 (MOS-2)

Modified Outlet Structure 2 consists of replacing one of the existing triangular weirs with a 6-inch rectangular weir as shown on Figure MOS-2, “Modified Outlet Structure 2”. The invert of the proposed 6-inch rectangular weir would be constructed at the same elevations as the invert of existing elliptical culverts. The remaining portions of the existing outlet structure would remain unchanged. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. Table 4 shows how the flow is attenuated for this alternative.

Table 4 - Modified Outlet Structure 2 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.03	64.88	47.09	27.4	3.4	-0.37
1-YR, 24-HR	709.20	74.29	51.83	30.2	5.6	-0.32
2-YR, 24-HR	710.12	121.71	71.96	40.9	3.0	-0.32
5-YR, 24-HR	712.21	235.25	104	55.8	2.6	-0.27
10-YR, 24-HR	713.61	327.12	120.73	63.1	2.6	-0.22

Increase
 Decrease

This alternative when compared to the existing outlet structure would increase the outflow from the Liberty Hills Pond between 2.6% - 5.6% while lowering the pond water elevation. This alternative was not selected to move forward with additional analysis since it would increase flows with the potential to increase flooding and streambank erosion in Ralston Creek downstream of Liberty Hills Drive.

3.4 Modified Outlet Structure 3 (MOS-3)

Modified Outlet Structure 3 consists of replacing one of the existing triangular weirs with a 6-inch rectangular weir as shown on Figure MOS-3, “Modified Outlet Structure 3”. The invert of the proposed 6-inch rectangular weir would be constructed at the same elevations as the invert of existing elliptical culverts. The remaining three existing triangular weirs would be filled (removed) from the weir box. The remaining portions of the existing outlet structure would remain unchanged. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. Table 5 shows how the flow is attenuated for this alternative.

Table 5 - Modified Outlet Structure 3 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.18	64.88	43.48	33.0	-4.5	-0.22
1-YR, 24-HR	709.39	74.29	48.06	35.3	-2.1	-0.13
2-YR, 24-HR	710.37	121.71	65.55	46.1	-6.2	-0.07
5-YR, 24-HR	712.51	235.25	92.85	60.5	-8.4	0.03
10-YR, 24-HR	713.9	327.12	106.93	67.3	-9.1	0.07

Increase
 Decrease

This alternative when compared to the existing outlet structure would decrease the outflow from the Liberty Hills Pond between 2.1% - 9.1%. The pond water elevations would decrease for the 1-yr and 2-yr rainfall events and would increase for the 5-yr and 10-yr rainfall events. This alternative was not selected to move forward with additional analysis since has the potential to increase the pond water surface elevation for the higher rainfall events.

3.5 Modified Outlet Structure 4 (MOS-4)

Modified Outlet Structure 4 consists of removing the existing weir box that is located in front of the elliptical culverts under Liberty Hills Drive and removing one of the elliptical culverts under Liberty Hills Drive as shown on Figure MOS-4, “Modified Outlet Structure 4”. The invert of the remaining elliptical culvert would remain at its current elevation. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. Table 6 shows how the flow is attenuated for this alternative.

Table 6 - Modified Outlet Structure 4 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	708.84	64.88	47.13	27.4	3.5	-0.56
1-YR, 24-HR	708.91	74.29	50.2	32.4	2.3	-0.61
2-YR, 24-HR	709.66	121.71	83.13	31.7	19.0	-0.78
5-YR, 24-HR	711.21	235.25	151.67	35.5	49.6	-1.27
10-YR, 24-HR	712.43	327.12	188.02	42.5	59.8	-1.40

Increase
 Decrease

This alternative when compared to the existing outlet structure would increase the outflow from the Liberty Hills Pond between 2.3% - 59.8% while lowering the pond water elevation. This alternative was not selected to move forward with additional analysis since it would increase flows with the potential to increase flooding and streambank erosion in Ralston Creek downstream of Liberty Hills Drive.

3.6 Modified Outlet Structure 5 (MOS-5)

Modified Outlet Structure 5 consists of removing the existing outlet structure completely and replacing it with one 48" reinforce concrete pipe as shown on Figure MOS-5, "Modified Outlet Structure 5". The invert of the proposed 48" RCP would set at the same invert elevation as the existing elliptical culverts. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. Table 7 shows how the flow is attenuated for this alternative.

Table 7 - Modified Outlet Structure 5 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.12	64.88	40.73	37.2	-10.5	-0.28
1-YR, 24-HR	709.23	74.29	43.51	41.4	-11.4	-0.29
2-YR, 24-HR	710.13	121.71	69.30	43.1	-0.8	-0.31
5-YR, 24-HR	712.07	235.25	110.54	53.0	9.0	-0.41
10-YR, 24-HR	713.43	327.12	131.23	59.9	11.5	-0.40

Increase
 Decrease

This alternative when compared to the existing outlet structure would decrease the outflow from the Liberty Hills Pond between 0.8% - 11.4% for the 1-yr and 2-yr rainfall events and would increase the outflow from the Liberty Hills Pond between 9% - 11.5% for the 5-yr and 10-yr rainfall events. The pond water elevation would decrease with this alternative. This alternative was not selected to move forward with additional analysis since it would increase flows with the potential to increase flooding and streambank erosion in Ralston Creek downstream of Liberty Hills Drive.

3.7 Modified Outlet Structure 6 (MOS-6)

Modified Outlet Structure 6 consists of removing the existing outlet structure completely and replacing it with a new weir box with a combination triangular and rectangular weir. The invert elevation is set at the existing pond bottom elevation. One of the existing elliptical culverts would be reinstalled under Liberty Hills Drive with an invert elevation set at the existing pond bottom elevation. Figure MOS-6, “Modified Outlet Structure 6” shows the proposed outlet structure configuration. This alternative would effectively remove the permanent pool from the Liberty Hills Pond. A natural stream channel would be constructed to convey the stormwater runoff from the pond inflow locations to the proposed outlet structure. Table 8 shows how the flow is attenuated for this alternative.

Table 8 - Modified Outlet Structure 6 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	708.44	64.88	28.58	55.9	-37.2	-0.96
1-YR, 24-HR	708.73	74.29	32.86	55.8	-33.1	-0.79
2-YR, 24-HR	709.93	121.71	51.37	57.8	-26.5	-0.51
5-YR, 24-HR	712.24	235.25	83.22	64.6	-17.9	-0.24
10-YR, 24-HR	713.72	327.12	99.25	69.7	-15.7	-0.11

Increase
 Decrease

This alternative when compared to the existing outlet structure would decrease the outflow from the Liberty Hills Pond between 15.7% - 37.2% while also decreasing the pond water elevation. However, the decrease in outflow and water elevation is getting smaller as the rainfall depth increases for the larger events. This trend supports the assumption that by removing one of the elliptical culverts under Liberty Hills Drive the pond water elevation would increase for the larger rainfall events which were not included in this analysis. This alternative was not selected to move forward with additional analysis since it had the potential to increase the pond water surface elevation for the higher rainfall events.

3.8 Modified Pond Storage 1 (MPND-1)

Modified Pond Storage 1 consists of increasing the storage volume by excavating the area shown on Figure MPND-1, “Modified Pond Storage 1”. The existing outlet structure would not be modified for this alternative. The normal pond depth for this alternative would remain the same as the existing conditions. Table 9 shows how the flow is attenuated for this alternative.

Table 9 - Modified Pond Storage 1 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.32	64.88	43.32	33.2	-4.9	-0.08
1-YR, 24-HR	709.44	74.29	46.81	37.0	-4.6	-0.08
2-YR, 24-HR	710.32	121.71	67.58	44.5	-3.3	-0.12
5-YR, 24-HR	712.35	235.25	99.78	57.6	-1.6	-0.13
10-YR, 24-HR	713.74	327.12	116.64	64.3	-0.9	-0.09

Increase

Decrease

This alternative when compared to the existing outlet structure would decrease the outflow from the Liberty Hills Pond between 0.9% - 4.9% while also decreasing the pond water elevation. This alternative was not selected to move forward with additional analysis since the decrease in the outflow from the pond is not large enough to notice a reduction in flooding and streambank erosion in Ralston Creek downstream of Liberty Hills Drive.

3.9 Modified Pond Storage 2 (MPND-2)

Modified Pond Storage 2 consists of increasing the storage volume by constructing a retaining wall around the pond and excavating the area shown on Figure MPND-2, “Modified Pond Storage 2”. The existing outlet structure would not be modified for this alternative. The normal pond depth for this alternative would remain the same as the existing conditions. Table 10 shows how the flow is attenuated for this alternative.

Table 10 - Modified Pond Storage 2 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.12	64.88	36.16	44.3	-20.6	-0.28
1-YR, 24-HR	709.19	74.29	38.93	47.6	-20.7	-0.33
2-YR, 24-HR	709.79	121.71	56.16	53.9	-19.6	-0.65
5-YR, 24-HR	711.33	235.25	85.24	63.8	-15.9	-1.15
10-YR, 24-HR	712.63	327.12	103.35	68.4	-12.2	-1.20

Increase

Decrease

This alternative when compared to the existing outlet structure would decrease the outflow from the Liberty Hills Pond between 12.2% - 20.7% while also decreasing the pond water elevation. This alternative was analyzed as an “extreme” alternative to see the impacts of maximizing storage in the Liberty Hills Pond. This alternative was not selected to move forward with additional analysis due to the aesthetics of having a retaining wall surrounding the pond. The retaining wall would have the potential to limit access to the pond and affect adjacent property owners by having a drop off located

at their property line in lieu of a slope down to the pond. This alternative also had diminishing attenuation as the storm depths increased.

3.10 Combination Modifications 1 (COMB-1)

Combination Modifications 1 included modifying the existing outlet structure of Liberty Hills Pond as described above for Modified Outlet Structure 5 and modifying the pond storage as described above in Modified Pond Storage 1. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. Table 11 shows how the flow is attenuated for this alternative.

Table 11 - Combination Modifications 1 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.03	64.88	38.35	40.9	-15.8	-0.37
1-YR, 24-HR	709.13	74.29	40.97	44.9	-16.5	-0.39
2-YR, 24-HR	710.01	121.71	65.77	46.0	-5.9	-0.43
5-YR, 24-HR	711.92	235.25	108.06	54.1	6.6	-0.56
10-YR, 24-HR	713.31	327.12	129.53	60.4	10.1	-0.52

Increase

Decrease

This alternative when compared to the existing outlet structure would decrease the outflow from the Liberty Hills Pond between 5.9% - 16.5% for the 1-yr and 2-yr rainfall events and would increase the outflow from the Liberty Hills Pond between 6.6% - 10.1% for the 5-yr and 10-yr rainfall events. The pond water elevation would decrease with this alternative. This alternative was analyzed to evaluate if adding additional storage to the pond would work with Modified Outlet Structure 5 to decrease the outflow from the pond for the rainfall events used for this analysis while not increasing the water elevation in the pond. This alternative was not selected to move forward with additional analysis since it would increase flows with the potential to increase flooding and streambank erosion in Ralston Creek downstream of Liberty Hills Drive.

3.11 Combination Modifications 2 (COMB-2)

Combination Modifications 2 included modify the existing outlet structure of Liberty Hills Pond as described above for Modified Outlet Structure 3 and modifying the pond storage as described above in Modified Pond Storage 1. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. Table 12 shows how the flow is attenuated for this alternative.

Table 12 - Combination Modifications 2 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	709.10	64.88	41.57	35.9	-8.7	-0.30
1-YR, 24-HR	709.32	74.29	46.5	37.4	-5.3	-0.20
2-YR, 24-HR	710.25	121.71	63.76	47.6	-8.7	-0.19
5-YR, 24-HR	712.38	235.25	91.42	61.1	-9.9	-0.10
10-YR, 24-HR	713.8	327.12	105.97	67.6	-9.9	-0.03

Increase

Decrease

This alternative when compared to the existing outlet structure would decrease the outflow from the Liberty Hills Pond between 5.3% - 9.9%. The pond water elevation would decrease with this alternative. This alternative was analyzed to evaluate if adding additional storage to the pond would work with Modified Outlet Structure 3 to decrease the outflow from the pond for the rainfall events used for this analysis while not increasing the water elevation in the pond. This alternative was not selected to move forward with additional analysis since the decrease in the outflow from the pond is not considered large enough to notice a reduction in flooding and streambank erosion in Ralston Creek downstream of Liberty Hills Drive.

3.12 Combination Modifications 3 (COMB-3)

Combination Modifications 3 included modifying the existing outlet structure of Liberty Hills Pond as described above for Modified Outlet Structure 6 and modifying the pond storage as described above in Modified Pond Storage 2. This alternative would lower the permanent water surface of the Liberty Hills Pond approximately 5 inches. This alternative would effectively remove the permanent pool from the Liberty Hills Pond. A natural stream channel would be constructed to convey the stormwater runoff from the pond inflow locations to the proposed outlet structure. Table 13 shows how the flow is attenuated for this alternative.

Table 13 - Combination Modifications 3 Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
Observed (Max)	708.37	64.88	27.62	57.4	-39.3	-1.03
1-YR, 24-HR	708.58	74.29	30.63	58.8	-37.6	-0.94
2-YR, 24-HR	709.33	121.71	42.15	65.4	-39.7	-1.11
5-YR, 24-HR	711.01	235.25	67.79	71.2	-33.2	-1.47
10-YR, 24-HR	712.37	327.12	84.75	74.1	-28.0	-1.46

Increase

Decrease

This alternative when compared to the existing conditions would decrease the outflow from the Liberty Hills Pond between 28% - 39.7% while also decreasing the pond water elevation. This alternative was analyzed as an “extreme” alternative to see the impacts of maximizing storage in the Liberty Hills Pond by draining the pond and constructing a retaining wall to allow additional excavation. This alternative was not selected to move forward with additional analysis due to the aesthetics of having a retaining wall surrounding the pond area and the existing pond being drained. The retaining wall would have the potential to limit access to the pond area and affect adjacent property owners by having a drop off located at their property line in lieu of a slope down to the pond area. This alternative also had diminishing attenuation as the storm depths increased.

4.0 EXTENDED FLOOD STUDY ANALYSIS

Since this analysis was to extend the existing hydraulic model which supports the Effective FEMA Flood Insurance Study (FIS) for Ralston Creek, the hydrologic method for calculating peak flow was not changed from that used in the FIS. The flows were calculated using the same regression equations used for the Effective FIS model. In addition, to evaluate the outflow from the Liberty Hills Pond for the potential solutions, a separate hydrologic computer model was developed and calibrated to the regression equation peak flows. Table 14 shows the peak flows used for the extended flood study.

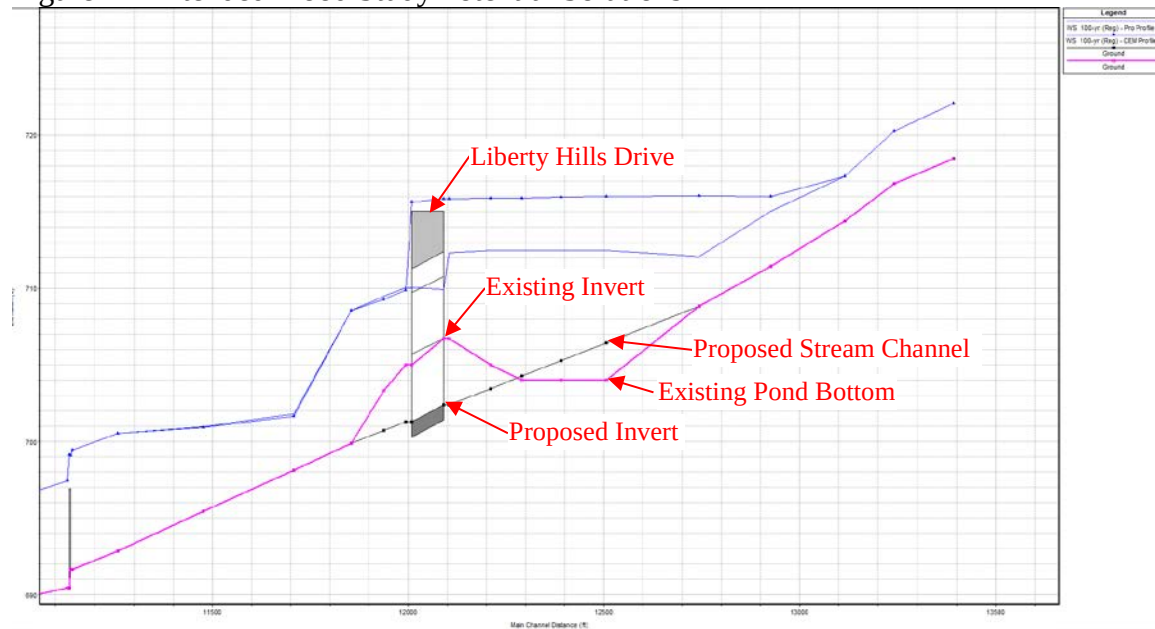
Table 14 - Extended Flood Study Regression Equation Peak Flows at Liberty Hills Drive

Event	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR
Peak Flow (cfs)	262	418	533	689	810	936	1239

The regression equations calculated larger hydrologic flows for the 2-yr, 5-yr, and 10-yr events than were calculated with the hydrologic computer model that was calibrated with the field data that was collected for the initial phase of the analysis. The difference in the flows is because the hydrologic computer model used in the initial analysis is specific to the study area, and the regression equations were developed to apply to a much larger region of Tennessee. However, when extending the existing flood study for Ralston Creek the flows calculated with the regression equations should be used.

The potential solutions evaluated for this phase of the analysis do not correspond to the initial phase of the hydrologic and hydraulic analysis since the purpose of the analyses are different, the hydrologic methods are different, and it was decided not to pursue any of the potential solutions evaluated in the initial analysis. The potential solutions evaluated for this phase included draining the Liberty Hills Pond by replacing the existing outlet structure and elliptical culverts under Liberty Hills Drive with a box culvert and a box culvert weir box combination with lower inverts. Figure 2 shows how the inverts of the culvert under Liberty Hills Drive were lowered for the potential solutions.

Figure 2 - Extended Flood Study Potential Solutions



4.1 Existing Conditions

The existing conditions hydraulic computer model for the extended flood study was developed based on field surveyed cross-sections of Ralston Creek between Victoria Court and Royal Oaks Blvd. The bridges between Victoria Court and Liberty Hills Drive were also included in the model. The existing elliptical culverts under Liberty Hills Drive were included in the model, but the weir box as part of the Liberty Hills Pond outlet structure was not included in the model. Based on the geometry of the existing outlet structure and observing flow over the weir box during the smaller storm events, it was determined the flow through the existing outlet pipes would not be impeded during the 100-yr event used for the flood study. Table 15 shows the results for the water elevation in the pond for the existing conditions.

Table 14 - Flood Study Existing Conditions Hydrologic Model Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)
2-YR	711.93	425.99	348.55	-18.2
5-YR	713.22	550.06	415.47	-24.5
10-YR	714.19	649.58	459.3	-29.3
25-YR	715.35	789.44	565.64	-28.3
50-YR	715.65	902.62	771.09	-14.6
100-YR	715.82	1,018.60	940.76	-7.6
500-YR	716.09	1,304.84	1,288.10	-1.3

The extended flood study indicated that the majority of the parcels adjacent to the right descending bank of Ralston Creek downstream of Liberty Hills Drive are located in the base flood (100-year)

flood plain in the existing condition. The results of the extended flood study were displayed at the Project Public Meeting, held on November 8, 2018 and are depicted on the attached Figure 1 “Preliminary Flood Study”.

4.2 6’x5’ Box Culvert

This potential solution included removing the existing outlet structure of the Liberty Hills Pond and replacing it with a 6’x5’ reinforced concrete box culvert under Liberty Hills Drive with invert elevations as shown in Figure 2. This alternative would effectively remove the permanent pool from the Liberty Hills Pond. A natural stream channel would be constructed to convey the stormwater runoff from the pond inflow locations to the proposed outlet structure. Table 15 shows how the flow is attenuated for this alternative.

Table 15 - 6’x5’ Box Culvert Hydrologic Model Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
2-YR	710.22	425.99	330.66	-22.4	-5.1%	-1.71
5-YR	712.15	550.06	387.57	-29.5	-6.7%	-1.07
10-YR	713.5	649.58	422.54	-35	-8.0%	-0.69
25-YR	715.1	789.44	461.94	-41.5	-18.3%	-0.25
50-YR	715.61	902.62	691.61	-23.4	-10.3%	-0.04
100-YR	715.82	1,018.60	889.74	-12.7	-5.4%	0
500-YR	716.12	1,304.84	1272.24	-2.5	-1.2%	0.03

Increase

Decrease

This alternative when compared to the existing conditions would not increase the outflow from the Liberty Hills Pond while also decreasing the pond water elevation for the 2-yr through 50-yr events. This alternative was not selected to move forward with additional analysis since there was no reduction in the 100-yr pond water elevation.

4.3 6’x5’ Box Culvert with Weir

This potential solution included removing the existing outlet structure of the Liberty Hills Pond and replacing it with a 6’x5’ reinforced concrete box culvert under Liberty Hills Drive with invert elevations as shown in Figure 2. A weir box would also be placed in front of the culvert. The weir box would be 7.5’ tall with a 4.5’ rectangular weir. This alternative would effectively remove the permanent pool from the Liberty Hills Pond. A natural stream channel would be constructed to convey the stormwater runoff from the pond inflow locations to the proposed outlet structure. Table 16 shows how the flow is attenuated for this alternative.

Table 16 - 6'x5' Box Culvert with Weir Box Hydrologic Model Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
2-YR	710.52	425.99	340.25	-20.1	-2.4%	-1.41
5-YR	712.34	550.06	392.59	-28.6	-5.5%	-0.88
10-YR	713.64	649.58	426.03	-34.4	-7.2%	-0.55
25-YR	715.19	789.44	477.31	-39.5	-15.6%	-0.16
50-YR	715.63	902.62	708.84	-21.5	-8.1%	-0.02
100-YR	715.83	1,018.60	900.9	-11.6	-4.2%	0.01
500-YR	716.12	1,304.84	1276.87	-2.1	-0.9%	0.03
		Increase		Decrease		

This alternative when compared to the existing conditions would not increase the outflow from the Liberty Hills Pond while also decreasing the pond water elevation for the 2-yr through 50-yr events. This alternative was not selected to move forward with additional analysis since there was only minor reduction in the 100-yr pond water elevation.

4.4 12'x10' Box Culvert

This potential solution included removing the existing outlet structure of the Liberty Hills Pond and replacing it with a 12'x10' reinforced concrete box culvert under Liberty Hills Drive with invert elevations as shown in Figure 2. This alternative would effectively remove the permanent pool from the Liberty Hills Pond. A natural stream channel would be constructed to convey the stormwater runoff from the pond inflow locations to the proposed outlet structure. Table 17 shows how the flow is attenuated for this alternative.

Table 17 - 12'x10' Box Culvert Hydrologic Model Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
2-YR	707.22	425.99	410.39	-3.7	17.7%	-4.71
5-YR	708.14	550.06	523.57	-4.8	26.0%	-5.08
10-YR	708.88	649.58	613.77	-5.5	33.6%	-5.31
25-YR	709.87	789.44	740.36	-6.2	30.9%	-5.48
50-YR	710.62	902.62	841.85	-6.7	9.2%	-5.03
100-YR	711.36	1,018.60	944.16	-7.3	0.4%	-4.46
500-YR	712.98	1,304.84	1183.79	-9.3	-8.1%	-3.11
		Increase		Decrease		

This alternative when compared to the existing conditions would increase the outflow from the Liberty Hills Pond while decreasing the pond water elevation. This alternative was not selected to move forward with additional analysis since there was an increase in the outflow from the pond.

4.5 12'x10' Box Culvert with Weir

This potential solution included removing the existing outlet structure of the Liberty Hills Pond and replacing it with a 12'x10' reinforced concrete box culvert under Liberty Hills Drive with invert elevations as shown in Figure 2. A weir box would also be placed in front of the culvert. The weir box would be 12' tall with a 3.5' rectangular weir. This alternative would effectively remove the permanent pool from the Liberty Hills Pond. A natural stream channel would be constructed to convey the stormwater runoff from the pond inflow locations to the proposed outlet structure. Table 18 shows how the flow is attenuated for this alternative.

Table 18 - 12'x10' Box Culvert with Weir Box Hydrologic Model Results

Event	Pond Water Elevation (ft)	Pond Inflow (cfs)	Pond Outflow (cfs)	Flow Attenuation IN vs OUT (%)	Outflow Change vs Existing (%)	Water Elevation Change vs Existing (ft)
2-YR	711.52	425.99	316.74	-25.6	-9.1%	-0.41
5-YR	712.96	550.06	394.58	-28.3	-5.0%	-0.26
10-YR	713.95	649.58	450.99	-30.6	-1.8%	-0.24
25-YR	715.01	789.44	567.32	-28.1	0.3%	-0.34
50-YR	715.42	902.62	748.55	-17.1	-2.9%	-0.23
100-YR	715.62	1,018.60	926.99	-9	-1.5%	-0.2
500-YR	715.91	1,304.84	1282.9	-1.7	-0.4%	-0.18

Increase

Decrease

This alternative when compared to the existing conditions would increase the outflow from the Liberty Hills Pond for the 25-yr event while also decreasing the pond water elevation. This alternative was not selected to move forward with additional analysis since there was an increase in the pond outflow for the 25-yr event and only a minor reduction in the 100-yr pond water elevation.

Enclosures

Figure 1 – “Preliminary Flood Study”

Figure EX-1 – “Existing Outlet Structure”

Figure MOS-1 – “Modified Outlet Structure 1”

Figure MOS-2 – “Modified Outlet Structure 2”

Figure MOS-3 – “Modified Outlet Structure 3”

Figure MOS-4 – “Modified Outlet Structure 4”

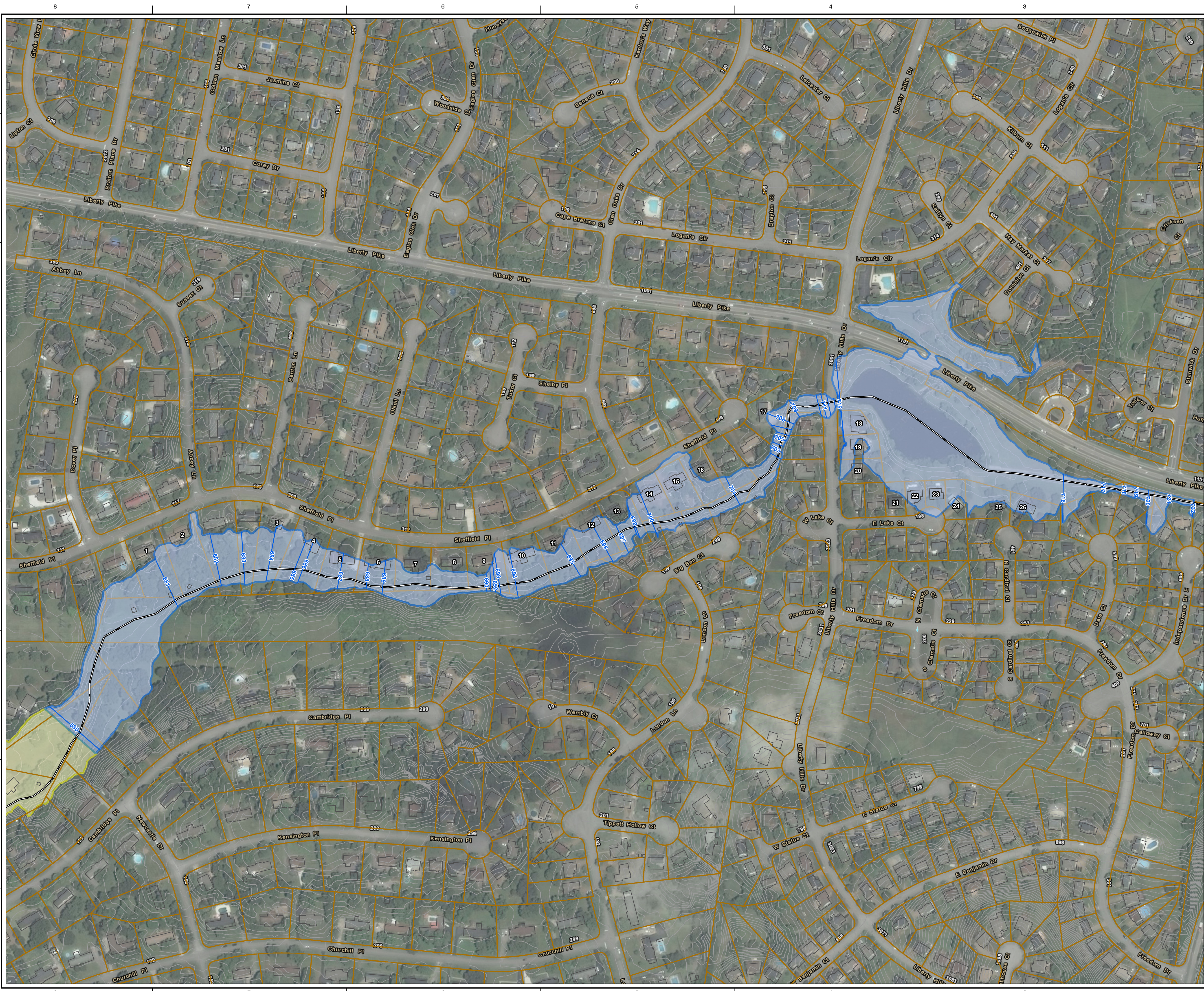
Figure MOS-5 – “Modified Outlet Structure 5”

Figure MOS-6 – “Modified Outlet Structure 6”

Figure MPND-1 – “Modified Pond Storage 1”

Figure MPND-2 – “Modified Pond Storage 2”

\\SVRNASHP\p\2018\153-050-GIS\Map\153-050_Inundation_Map_vfPropertyLines_20180706.mxd (9/17/2018 10:29:24 AM)



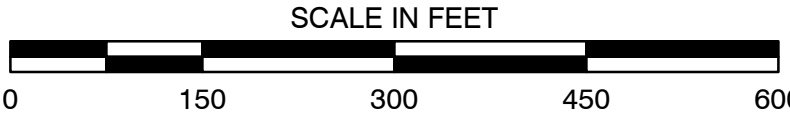
	Address	FFE (FT)	BFE (FT)
1	116 Sheffield Place	686.6	681.1
2	118 Sheffield Place	684.7	681.7
3	120 Sheffield Place	693.3	684.0
4	202 Sheffield Place	688.0	686.3
5	204 Sheffield Place	688.5	687.5
6	301 Sheffield Place	690.5	689.4
7	303 Sheffield Place	692.8	689.7
8	305 Sheffield Place	694.0	689.7
9	307 Sheffield Place	694.4	692.3
10	309 Sheffield Place	697.8	694.5
11	311 Sheffield Place	697.9	695.3
12	313 Sheffield Place	698.5	696.6
13	315 Sheffield Place	700.8	697.4
14	401 Sheffield Place	703.1	700.6
15	317 Sheffield Place	702.6	700.7
16	319 Sheffield Place	704.6	700.9
17	325 Sheffield Place	712.3	709.0
18	3008 Liberty Hills Drive	716.6	715.9
19	3012 Liberty Hills Drive	717.3	715.9
20	3016 Liberty Hills Drive	718.2	715.9
21	120 E Lake Court	719.8	716.0
22	124 E Lake Court	719.2	716.0
23	128 E Lake Court	719.5	716.0
24	132 E Lake Court	718.6	716.0
25	405 N Cardinal Court	720.4	716.0
26	404 N Cardinal Court	720.8	716.0

LEGEND

- Topography
- Base Flood Elevations
- Building Footprints
- Ralston Creek
- Estimated 100 YR Floodplain
- Parcels
- Flood Hazard Boundary (FEMA)

REFERENCE

ESRI WORLD IMAGERY / ARCGIS MAP SERVICE:
HTTP://GOTO.ARCGISONLINE.COM/MAPS/WORLD_IMAGERY,
ACCESSED 9/17/2018, IMAGERY DATE: 2017.



Civil & Environmental Consultants, Inc.
325 Seaboard Lane, Suite 170 Franklin, Tennessee 37067
615-333-7797 800-763-2326
www.cecinc.com

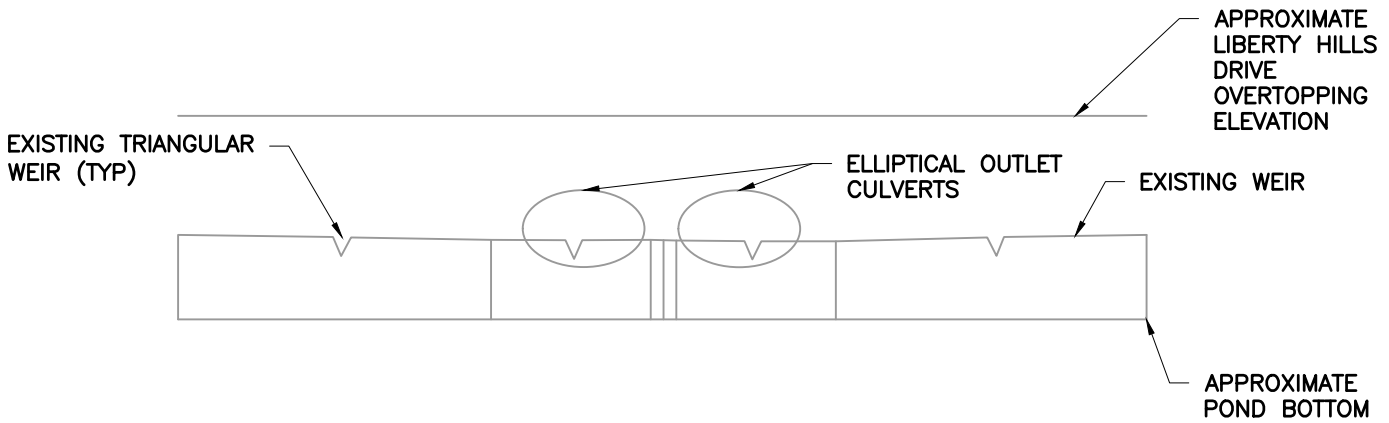
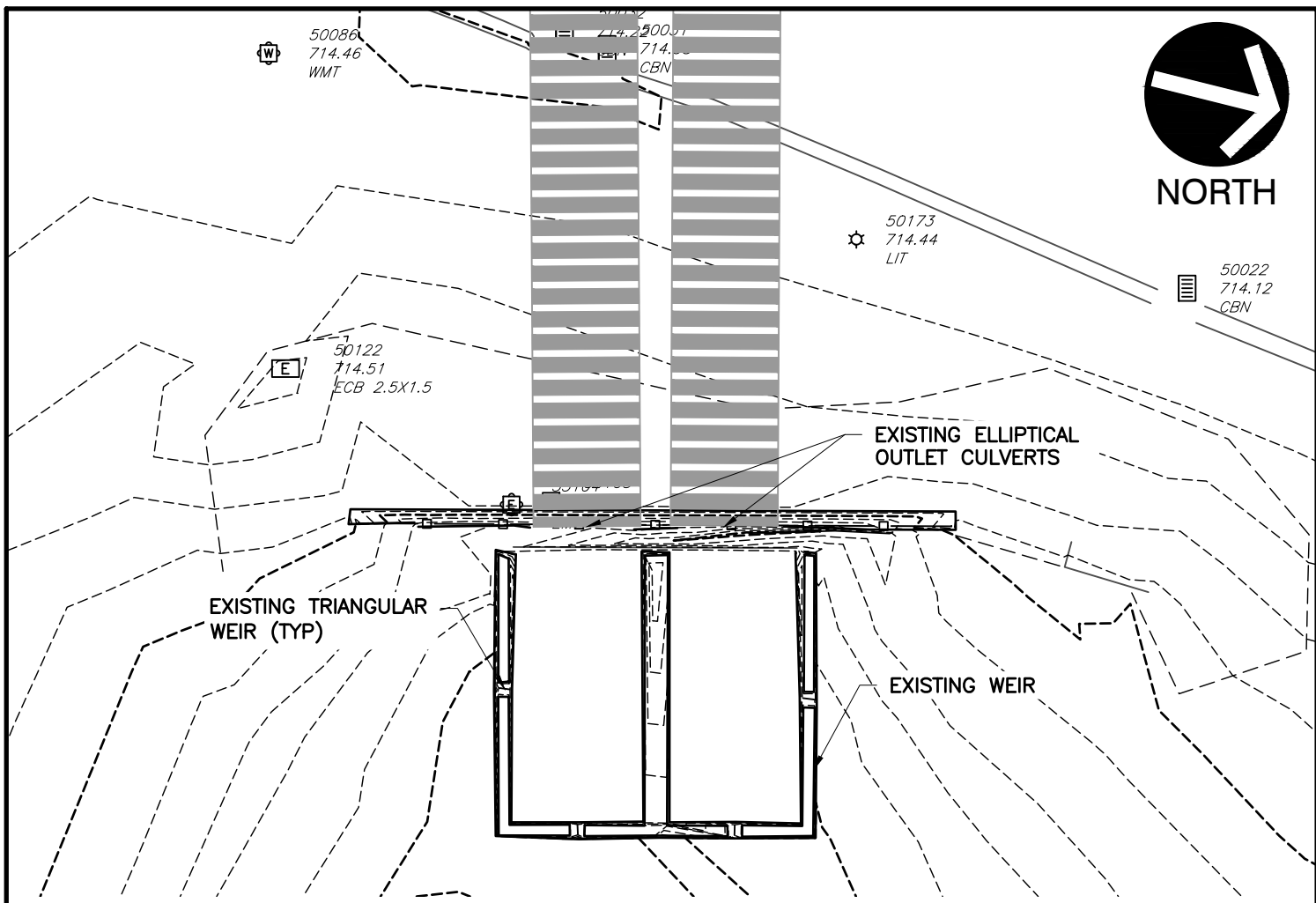
CITY OF FRANKLIN
RALSON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

DRAWN BY: JMB CHECKED BY: JBS APPROVED BY: SEC
DATE: 9/17/2018 SCALE: 1" = 150' PROJECT NO: 153-050.0008

PRELIMINARY FLOOD STUDY

FIGURE NO:
1
SHEET 1 OF 1

P:\2015\153-050\ -CADD\Draw\XRef\HECRAS\153050XR-CV01-Outlet_Detail.dwg{FIGURE NO. EX-1} LS:(4/23/2019 - jshaver) - LP: 4/30/2019 2:55 PM



Civil & Environmental Consultants, Inc.

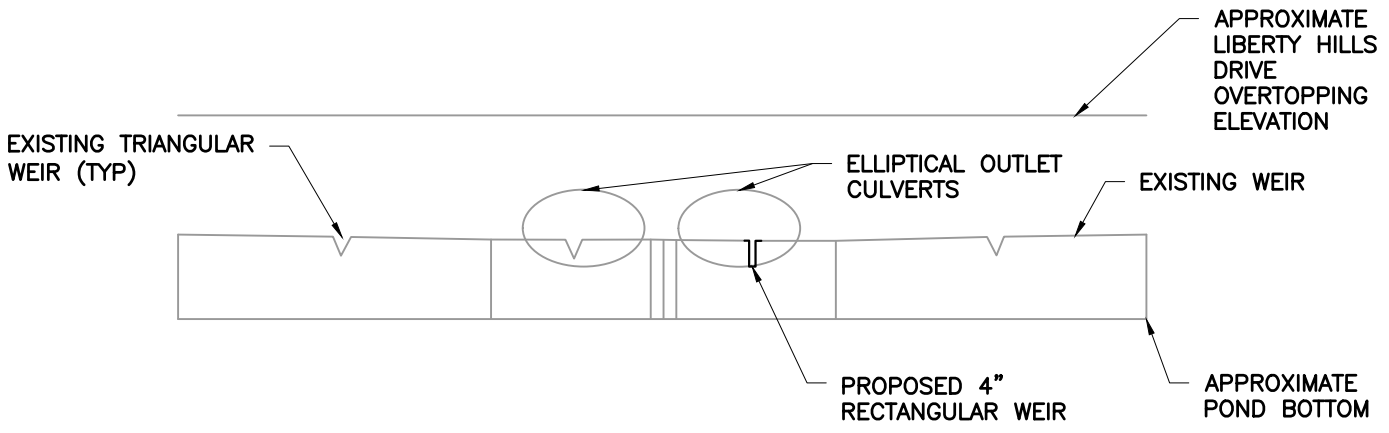
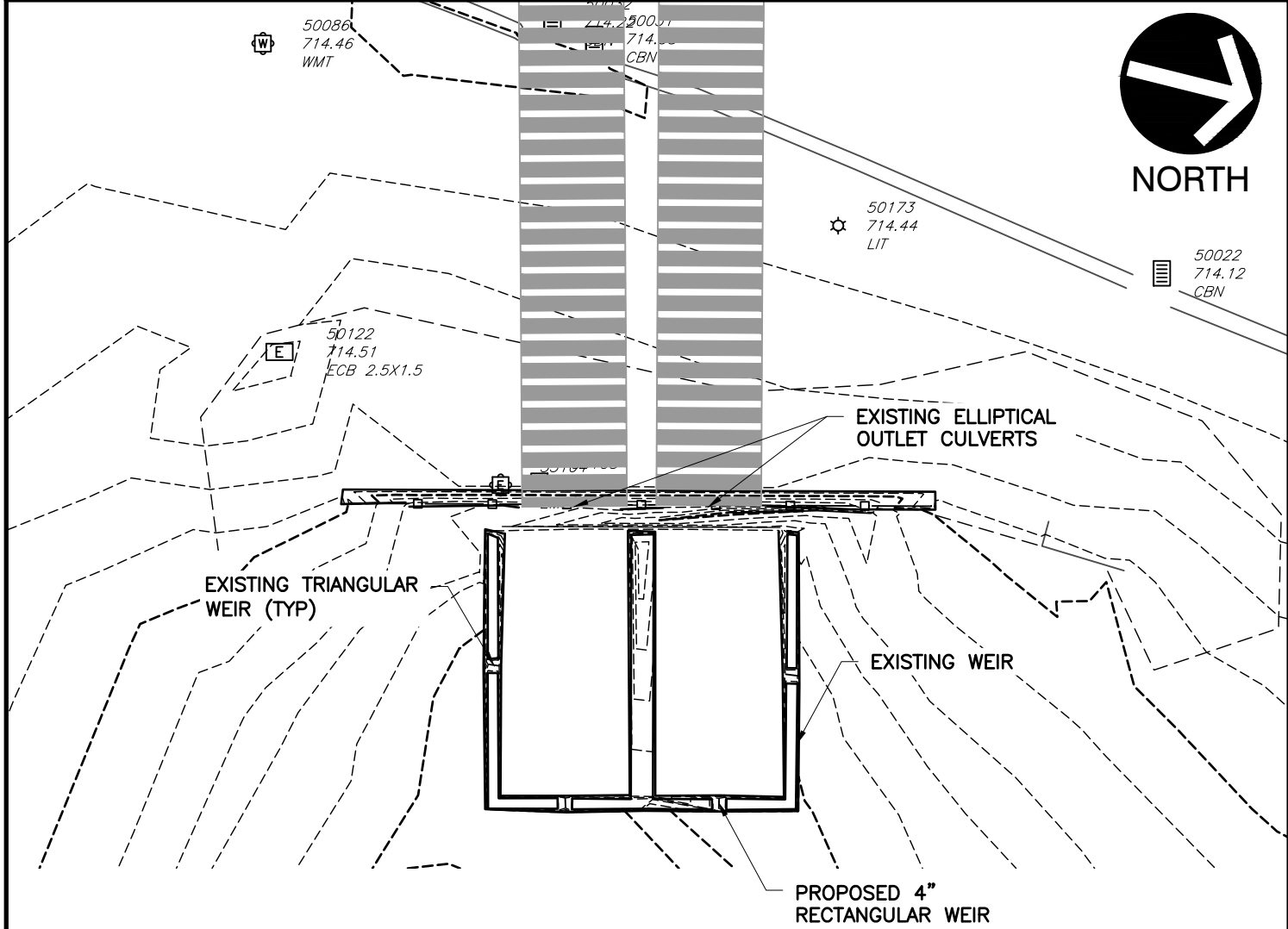
333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

CITY OF FRANKLIN
RALSTON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

EXISTING OUTLET STRUCTURE

DRAWN BY:	JBS	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO.:
DATE:	JUNE 2017	DWG SCALE:	NTS	PROJECT NO:	153-050	EX-1

P:\2015\153-050\153-050XR-CV01-Outlet_Detail.dwg{FIGURE NO. MOS-1} LS:(4/23/2019 - jshaver) - LP: 4/30/2019 2:55 PM



Civil & Environmental Consultants, Inc.

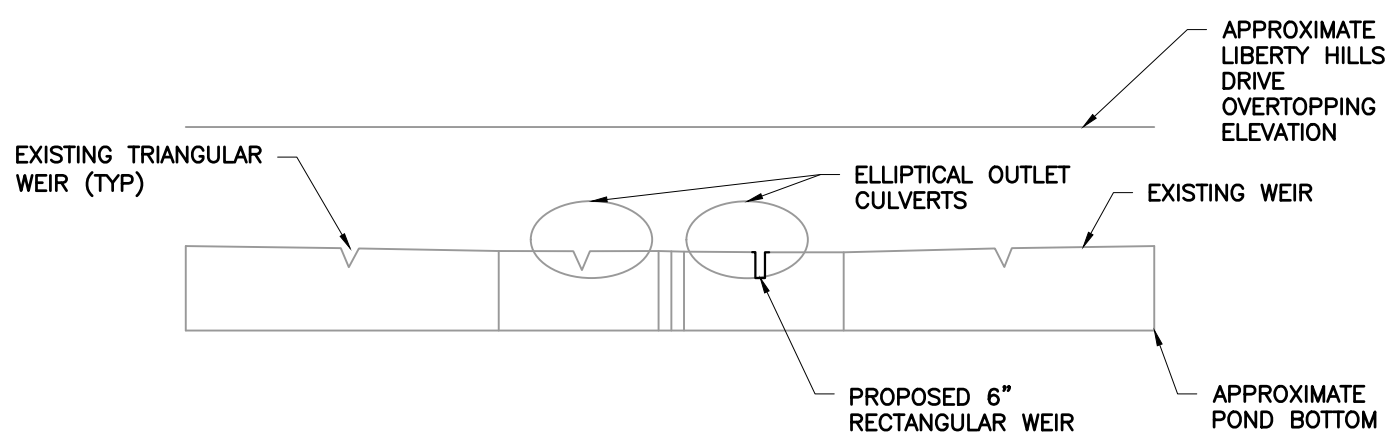
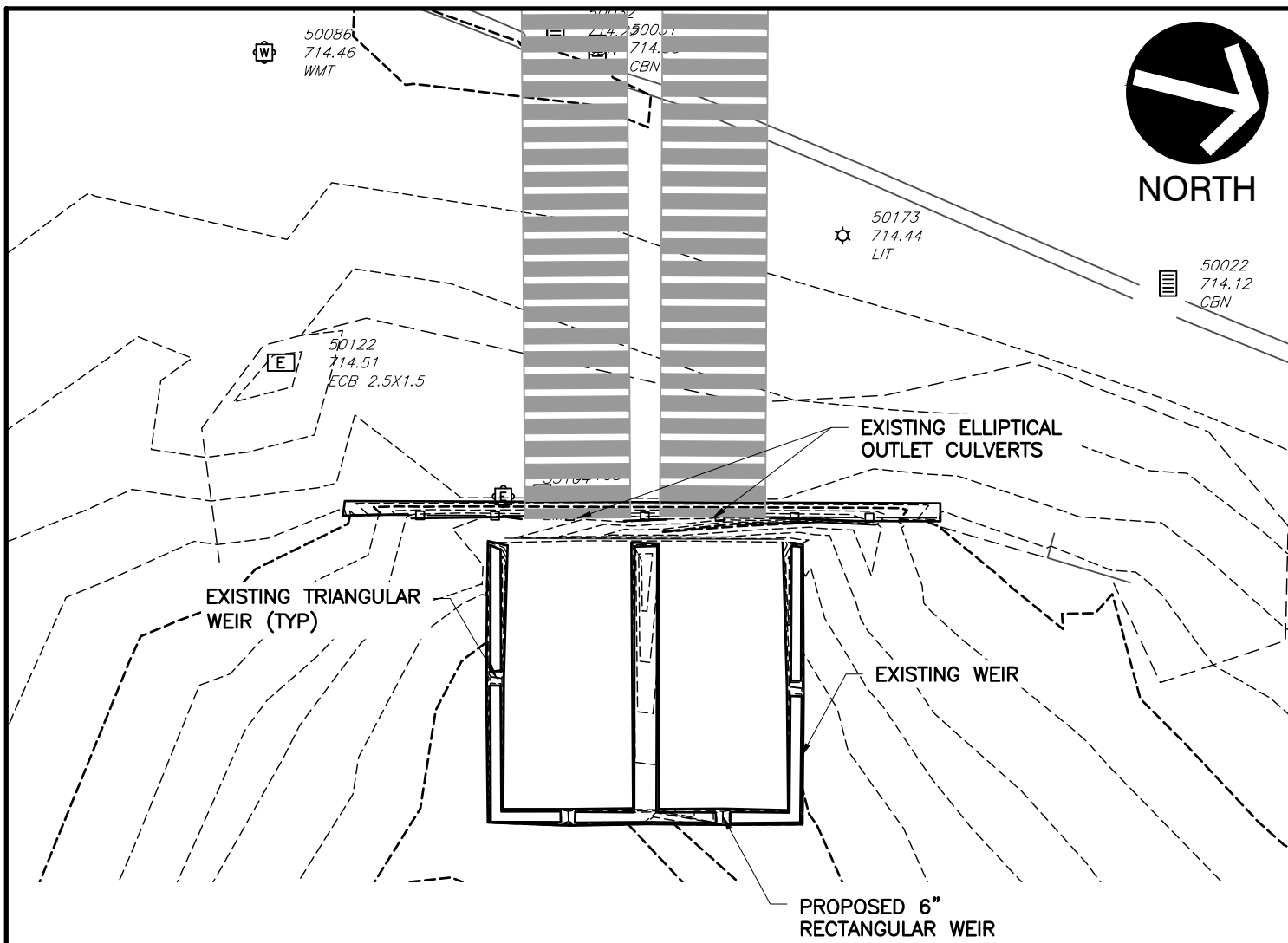
333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

CITY OF FRANKLIN
RALSTON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

MODIFIED OUTLET STRUCTURE 1

DRAWN BY:	JBS	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO.:	MOS-1
DATE:	JUNE 2017	DWG SCALE:	NTS	PROJECT NO:	153-050		

P:\2015\153-050\153050XR-CV01-Outlet_Detail.dwg{FIGURE NO. MOS-2} LS:(4/23/2019 - jshaver) - LP: 4/30/2019 2:55 PM



Civil & Environmental Consultants, Inc.

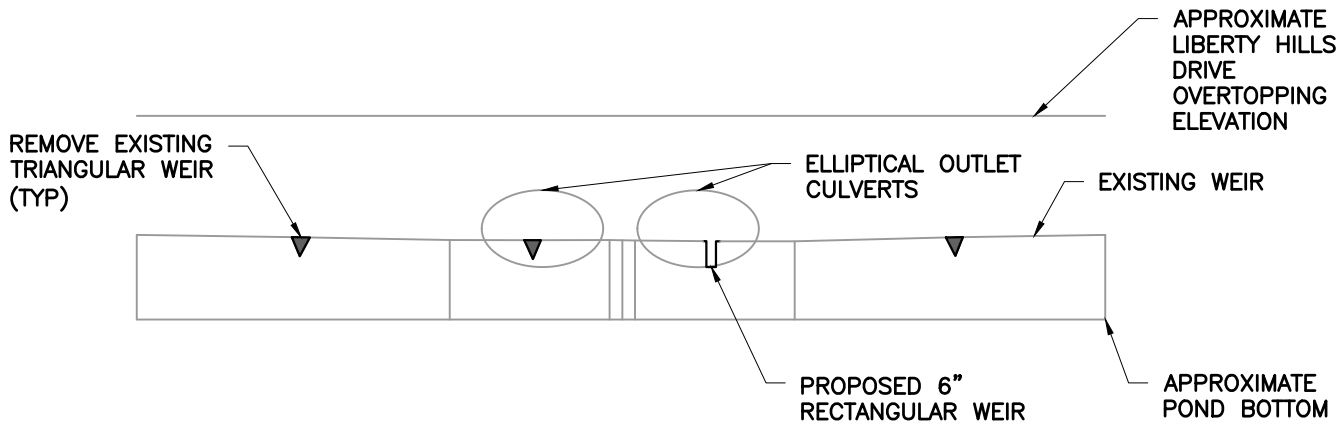
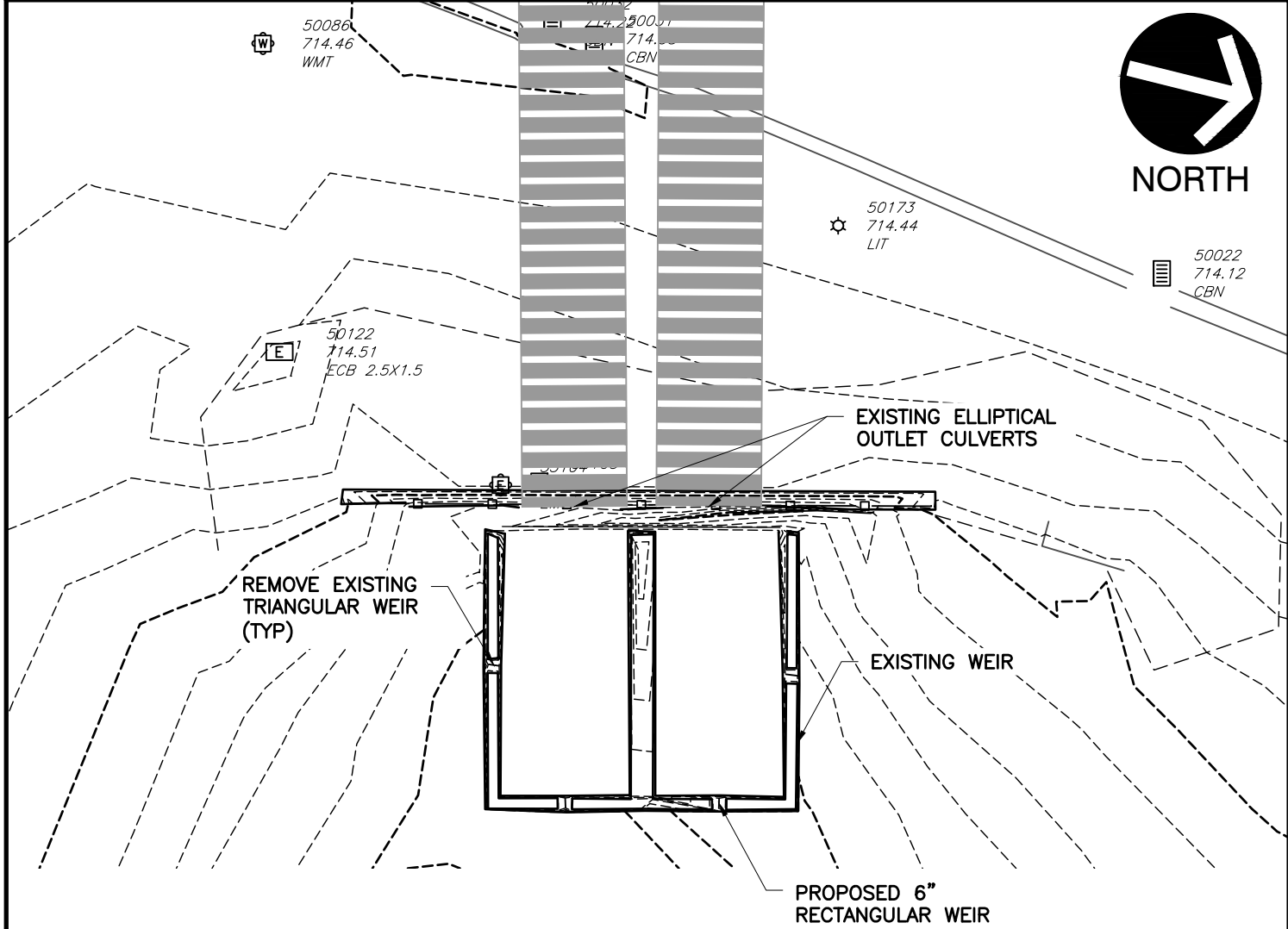
333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

CITY OF FRANKLIN
RALSTON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

MODIFIED OUTLET STRUCTURE 2

DRAWN BY:	JBS	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO.:
DATE:	JUNE 2017	DWG SCALE:	NTS	PROJECT NO:	153-050	MOS-2

P:\2015\153-050\ -CADD\Draw\XRef\HECRAS\153050XR-CV01-Outlet_Detail.dwg{FIGURE NO. MOS-3} LS:(4/23/2019 - jshaver) - LP: 4/30/2019 2:55 PM



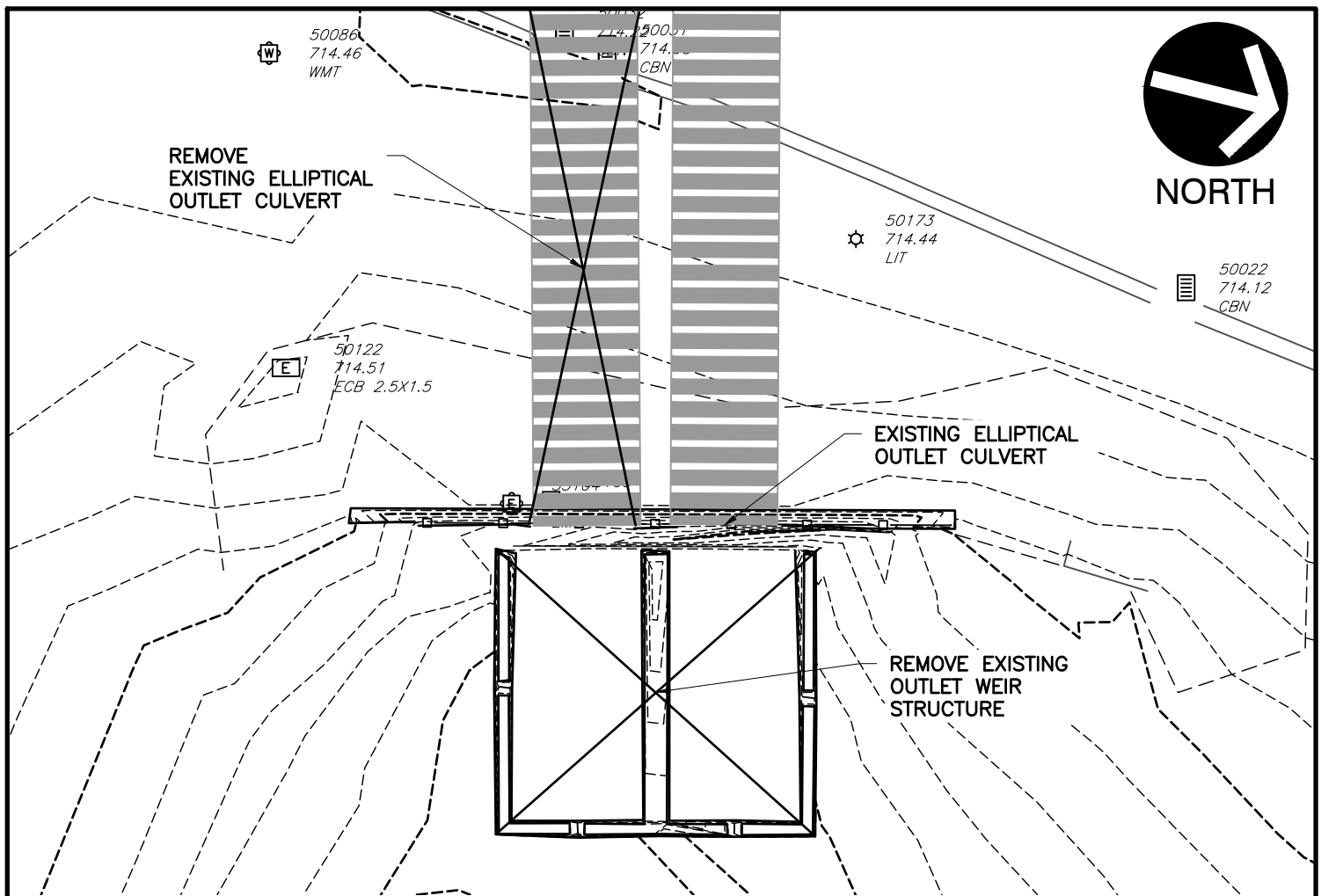
Civil & Environmental Consultants, Inc.

333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

CITY OF FRANKLIN
RALSTON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

MODIFIED OUTLET STRUCTURE 3

DRAWN BY:	JBS	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO.:
DATE:	JUNE 2017	DWG SCALE:	NTS	PROJECT NO:	153-050	MOS-3



NORTH

APPROXIMATE
LIBERTY HILLS
DRIVE
OVERTOPPING
ELEVATION

EXISTING ELLIPTICAL
OUTLET CULVERT

REMOVE EXISTING
OUTLET WEIR
STRUCTURE

APPROXIMATE
POND BOTTOM



Civil & Environmental Consultants, Inc.

333 Baldwin Road · Pittsburgh, PA 15205

412-429-2324 • 800-365-2324

www.cecinc.com

CITY OF FRANKLIN
RALSTON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

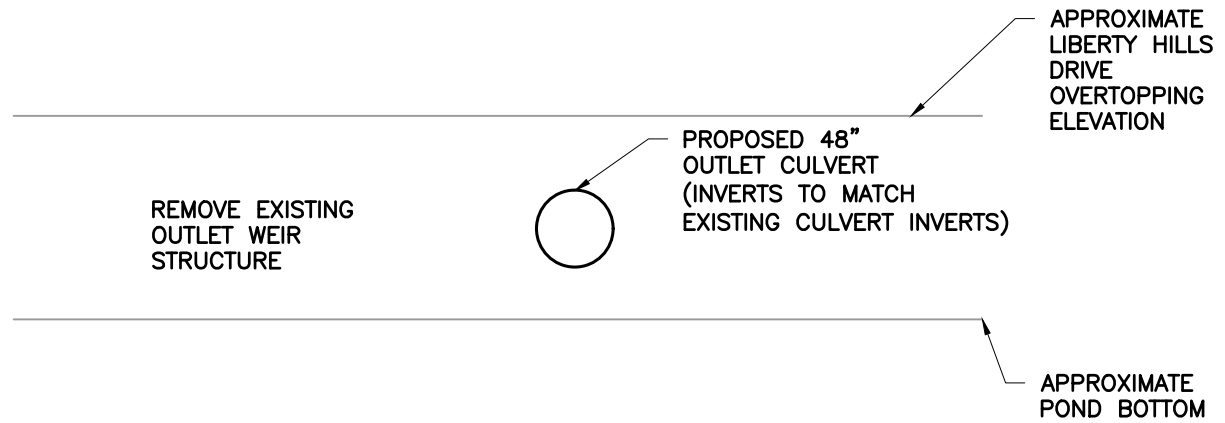
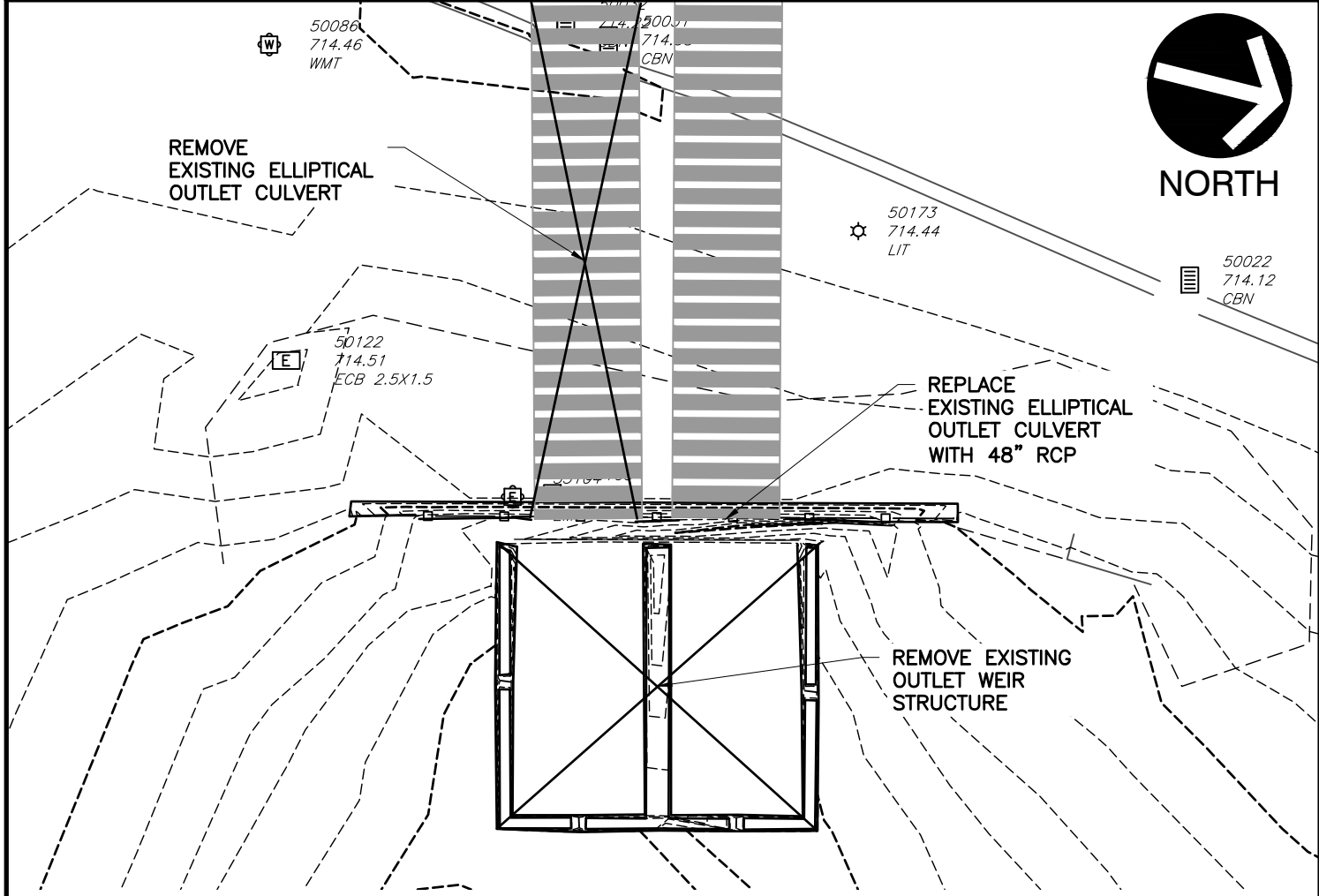
MODIFIED OUTLET STRUCTURE 4

DRAWN BY:	JBS	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO.:
-----------	-----	-------------	-----	--------------	-----	-------------

DATE:	JUNE 2017	DWG SCALE:	NTS	PROJECT NO:	153-050
-------	-----------	------------	-----	-------------	---------

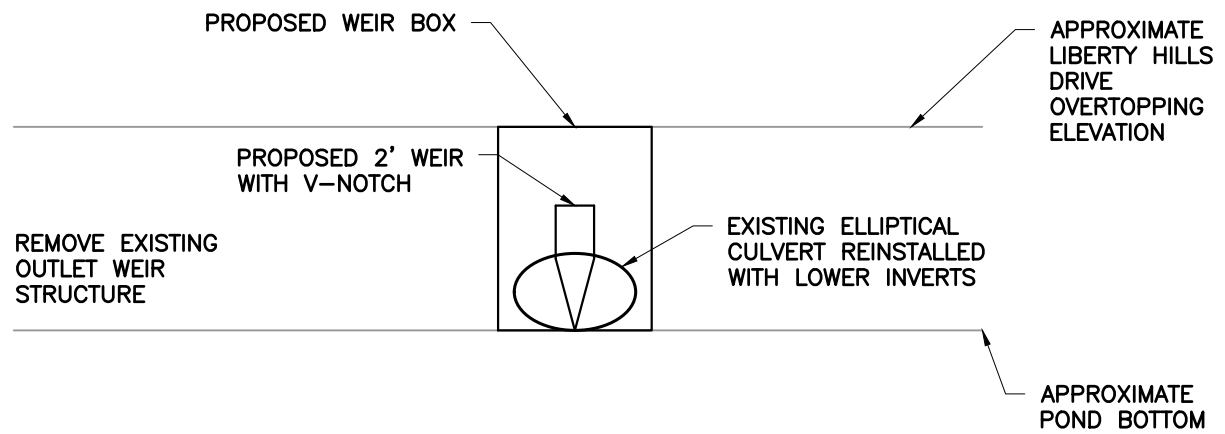
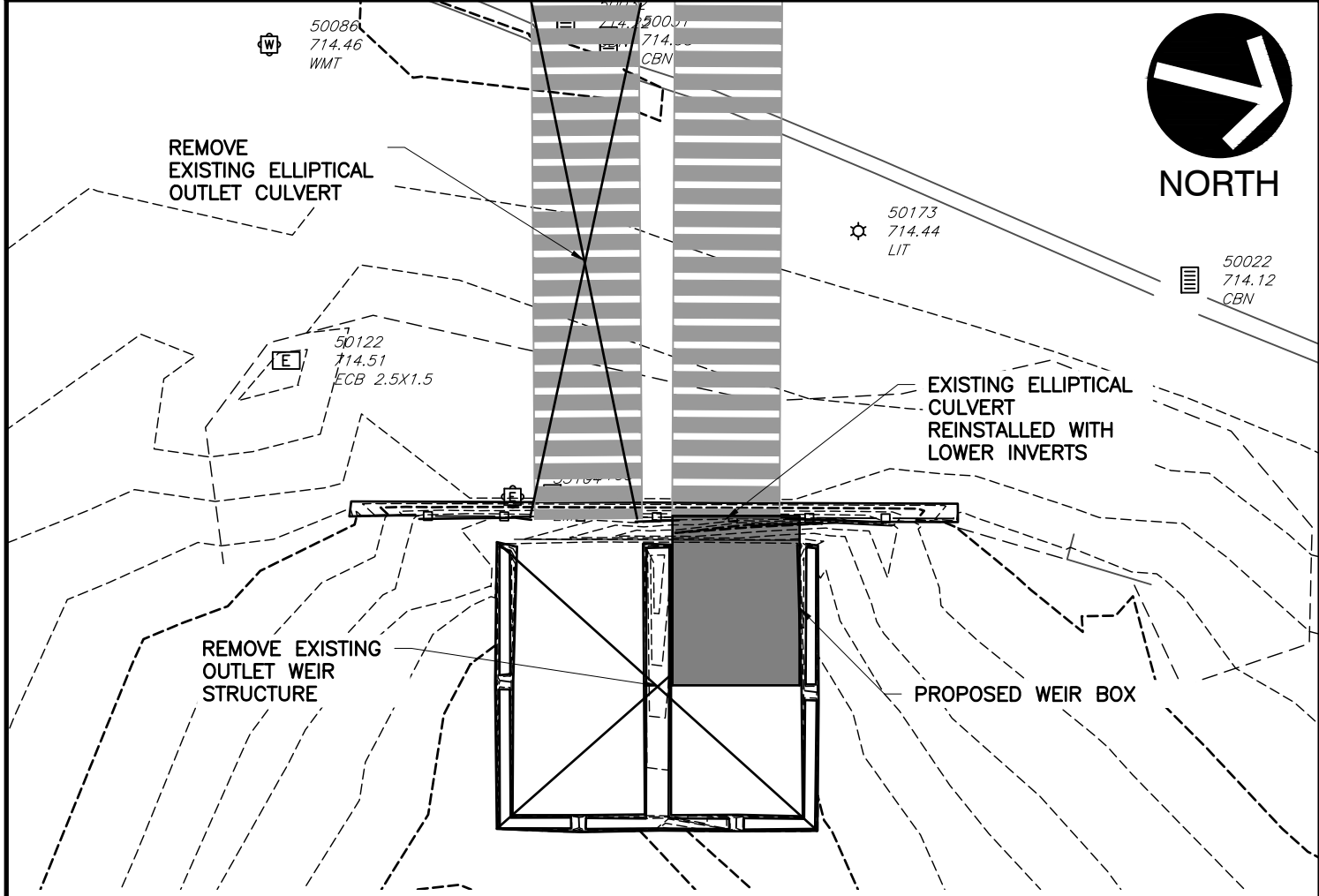
NO.: **MOS-4** Page 79 of 309

P:\2015\153-050\153-050\153050XR-CV01-Outlet_Detail.dwg{FIGURE NO. MOS-5} LS:(4/23/2019 - jshaver) - LP: 4/30/2019 2:56 PM



 Civil & Environmental Consultants, Inc. 333 Baldwin Road · Pittsburgh, PA 15205 412-429-2324 · 800-365-2324 www.cecinc.com			CITY OF FRANKLIN RALSTON CREEK AT LIBERTY HILLS FEASIBILITY STUDY FRANKLIN, WILLIAMSON COUNTY, TN		
DRAWN BY: JBS			MODIFIED OUTLET STRUCTURE 5		
DATE: JUNE 2017			FIGURE NO.: MOS-5		
CHECKED BY: JBS		APPROVED BY: EJG		PROJECT NO: 153-050	
DWG SCALE: NTS		PROJECT NO: 153-050		Page 80 of 309	

P:\2015\153-050\153050XR-CV01-Outlet_Detail.dwg{FIGURE NO. MOS-6} LS:(4/23/2019 - jshaver) - LP: 4/30/2019 2:56 PM



Civil & Environmental Consultants, Inc.

333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

CITY OF FRANKLIN
RALSTON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

MODIFIED OUTLET STRUCTURE 6

DRAWN BY:	JBS	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO.:
DATE:	JUNE 2017	DWG SCALE:	NTS	PROJECT NO:	153-050	MOS-6



REFERENCE

ESRI WORLD IMAGERY / ARCGIS MAP SERVICE:
HTTP://GOTO.ARCGISONLINE.COM/MAPS/WORLD_IMAGERY,
ACCESSED 4/30/2019, IMAGERY DATE: 2014.

LEGEND

-  Property Boundary
-  Area to be Excavated for Additional Storage



Civil & Environmental Consultants, Inc.

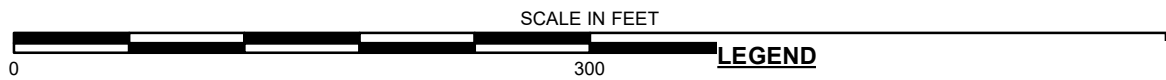
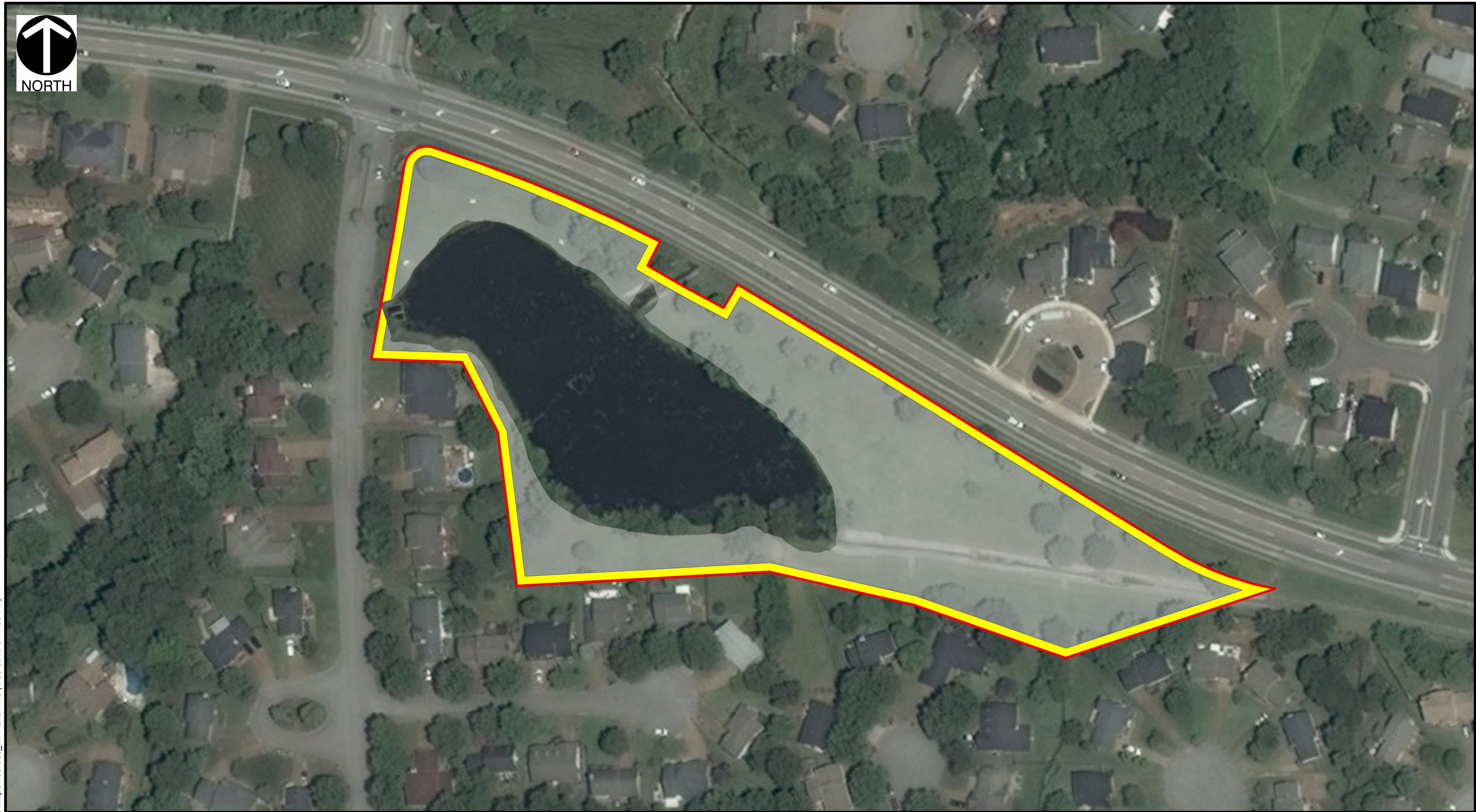
325 Seaboard Lane, Suite 170 Franklin, Tennessee 37067

412-429-2324 • 800-365-2324
www.cecinc.com

DRAWN BY:	DR	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO:	MPND-1
DATE:	4/30/2019	SCALE:	1" = 100'	PROJECT NO:	153-050		

CITY OF FRANKLIN
RALSON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

MODIFIED POND STORAGE 1



LEGEND

- Property Boundary
- Retaining Wall
- Area to be Excavated for Additional Storage

REFERENCE

ESRI WORLD IMAGERY / ARCGIS MAP SERVICE:
HTTP://GOTO.ARCGISONLINE.COM/MAPS/WORLD_IMAGERY,
ACCESSED 4/30/2019, IMAGERY DATE: 2014.



Civil & Environmental Consultants, Inc.

325 Seaboard Lane, Suite 170 Franklin, Tennessee 37067

412-429-2324 • 800-365-2324
www.cecinc.com

DRAWN BY:	DR	CHECKED BY:	JBS	APPROVED BY:	EJG	FIGURE NO:	MPND-2
DATE:	4/30/2019	SCALE:	1" = 100'	PROJECT NO:	153-050		

CITY OF FRANKLIN
RALSON CREEK AT LIBERTY HILLS
FEASIBILITY STUDY
FRANKLIN, WILLIAMSON COUNTY, TN

MODIFIED POND STORAGE 2



City of Franklin, Tennessee

FY 2022 Operating Budget

Stormwater

Steve Grubb, Streets Director

Paul Holzen, City Engineer

Budget Summary

	2019 Actual	2020 Actual	2021		2022 Budget	2021 v. 2022	
			Budget	EOY		\$	%
Beginning Balance	4,171,436	3,800,010	2,695,401	2,695,401	2,400,017		
Revenues	2,710,760	2,661,807	2,647,500	2,647,500	2,806,750	159,250	6.0%
Personnel	1,597,874	1,709,489	1,754,703	1,791,245	1,870,571	115,868	6.6%
Operations	734,169	846,199	986,185	828,139	932,330	-53,855	-5.5%
Capital	750,143	1,210,728	1,273,500	323,500	0	-1,273,500	-100.0%
Total	3,082,186	3,766,416	4,014,388	2,942,884	2,802,901	-1,211,487	-30.2%
Ending Balance	3,800,010	2,695,401	1,328,513	2,400,017	2,403,866		

Division Summary

	2019 Actual	2020 Actual	2021		2022 Budget	2021 v. 2022	
			Budget	EOY		\$	%
Streets	2,034,879	1,845,305	2,104,694	2,065,691	2,120,173	15,479	0.7%
Engineering	997,307	1,921,111	1,909,694	877,193	682,728	-1,226,966	-64.2%
Transfers	50,000		-	-	-	-	0.0%
Total	3,082,186	3,766,416	4,014,388	2,942,884	2,802,901	-1,211,487	-30.2%

Department Summary

The Stormwater Fund has two divisions contained within it - Streets and Engineering. It consists of 22 employees: 1 coordinator, 1 staff engineer, 4 water quality specialists, 3 inspectors, 1 supervisor, 2 crew chiefs, 1 stormwater supervisor, 9 equipment operators and 1 maintenance worker.

Streets

The Street Department, Stormwater Division performs routine maintenance procedures, as well as small repairs and upgrades to failing drainage systems. Work activities are performed daily. We spend on average \$85,000 annually performing routine maintenance throughout local neighborhoods.

We currently operate three (3) Street Sweepers throughout the City daily.

A self-contained storm vacuum operates daily clearing storm drain inlet structures from debris collected on top of structures, where inlet clogging has occurred.



COVID-19 Response & Impact

The pandemic did not have a significant impact on our ability to accomplish projects. The Team worked modified schedules, managed social distancing and worked independent as often as possible. We were able to complete every drainage project and did not miss a beat in response to Citizen driven Service requests.



City of Franklin, Tennessee FY 2022 Operating Budget

Stormwater

Steve Grubb, Streets Director

Paul Holzen, City Engineer

Department Summary (continued)

Engineering

The City of Franklin is granted authorization to discharge stormwater through its stormwater infrastructure and into receiving water bodies through a NPDES permit issued by the EPA and administered through TDEC. A condition of this permit coverage is that six minimum control measures are met by the end of the permit cycle. The City is required annually to submit an “annual report,” which is essentially a report to document the progress the City is making towards meeting its current permit requirements. Current minimum control measures are:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Stormwater Runoff Control
- 5) Permanent Stormwater Management in Development and Redevelopment
- 6) Pollution Prevention for Municipal Operations

In addition to the above minimum control measures, the City is required to do annual ambient monitoring which includes:

- 1) Macroinvertebrate Sampling
- 2) E.coli Sampling
- 3) Visual Stream Assessments

Performance Measurements

The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the challenges and demands of the future.

Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Stormwater supports all four themes of the Strategic Plan.

Key:	
Benchmarking Alliance of Tennessee	
Franklin Citizens Survey	☒



City of Franklin, Tennessee

FY 2022 Operating Budget

Performance Measurements

Workload (Output) Measures

	2018	2019	2020	2021*	2022*
Number of public communication /education / outreach events completed	43	13	10	10	11
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Number of public involvement and participation events completed	6	8	5	5	6
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Average number of active construction sites per month		159	TBD	TBD	TBD
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Average number of active constructions site inspections completed monthly	N/A	159	100%	100%	100%
Percentage of active construction sites inspected monthly.	100%	100%	100%	100%	100%
Percentage of permanent stormwater management facilities inspected.	0%	2%	5%	10%	110%
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Number of visual stream assessments (% of watershed)		20%	20%	20%	120%
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Number of visual stream assessments completed		20%	20%	20%	120%
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Number of illicit discharge detections (% of watershed)		20%	20%	20%	120%
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Percentage of Watershed completed for illicit discharge detection and elimination.	20%	20%	20%	20%	120%
Number of illicit discharge eliminations achieved		20%	20%	20%	120%
Benchmarking Alliance of Tennessee Average	TBD	TBD	TBD	TBD	TBD
Annual Ambient monitoring (Achieved or Not Achieved)					
Macroinvertebrate Sampling	Achieved	Achieved	Achieved	Achieved	Achieved
E.Coli Sampling	Achieved	Achieved	Achieved	Achieved	Achieved
Visual Stream Assessment	Achieved	Achieved	Achieved	Achieved	Achieved

Franklin Citizens Survey

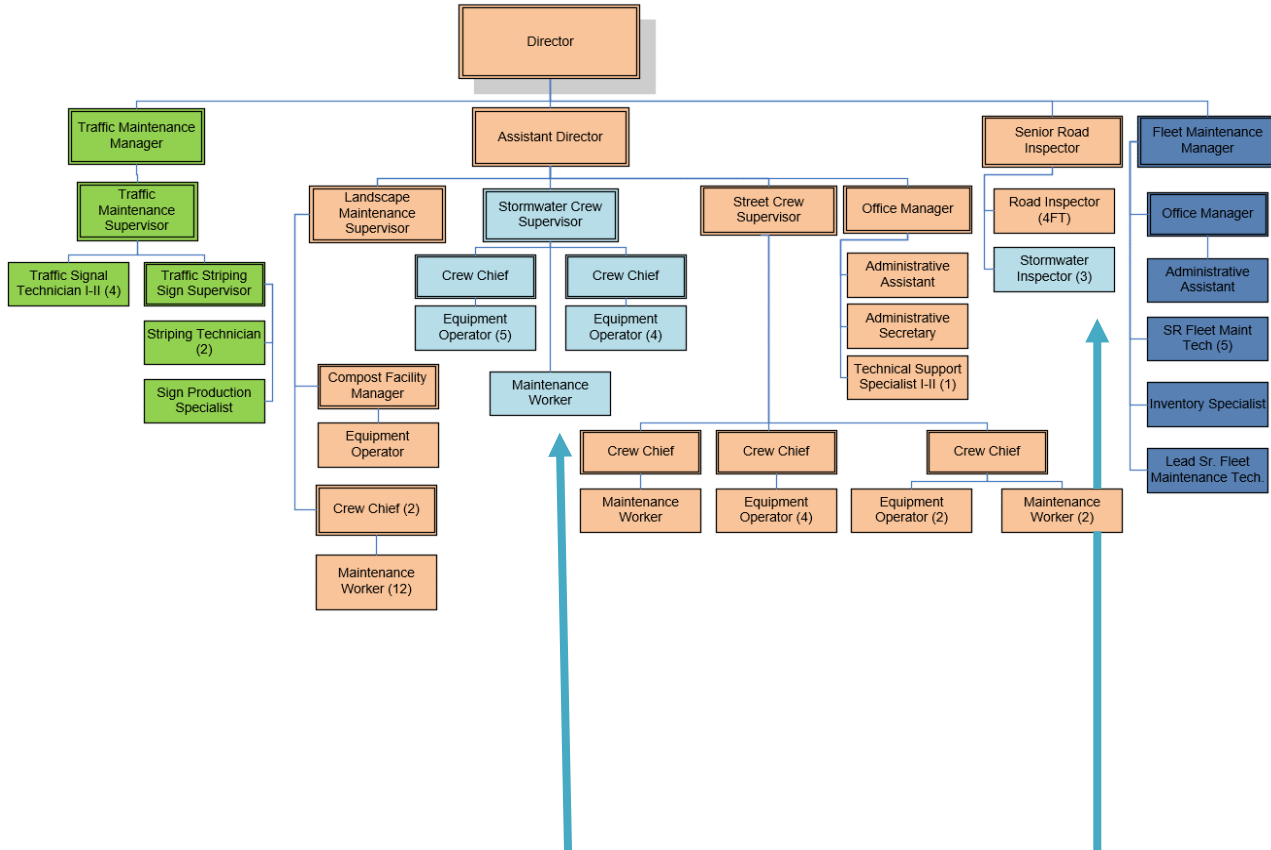
		2016 Citizens Survey		2019 Citizens Survey	
		Excellent/ Good	Fair/Poor	Excellent/ Good	Fair/Poor
☒	% rating the quality of Storm drainage	80%	20%	78%	22%



City of Franklin, Tennessee

FY 2022 Operating Budget

Organizational Chart



Personnel funded through the Stormwater Fund in the Streets Department are shaded in light blue.

Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"

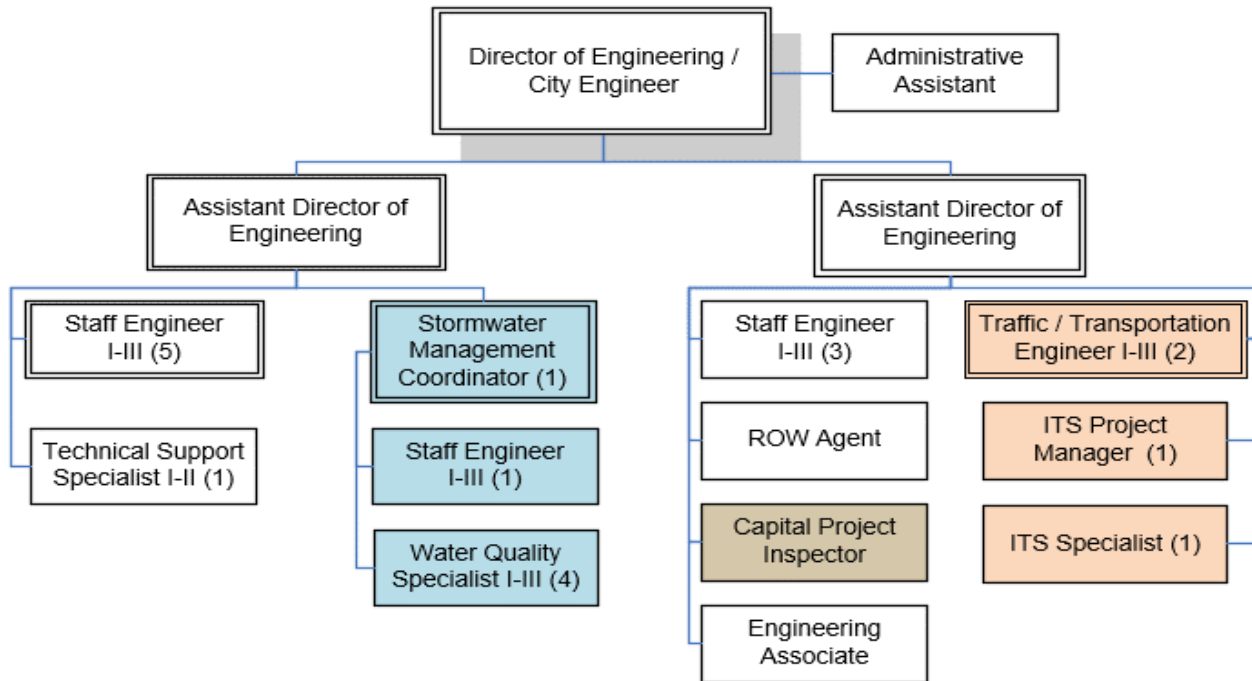


City of Franklin, Tennessee

FY 2022 Operating Budget

Organizational Chart

Engineering Department



Notes:

1) Funding Allocation:

White: Positions funded through the Engineering budget are shaded in white.

Peach: The Traffic Eng III, Traffic Eng I and TOC Operator are included in TOC Budget.

Teal: Stormwater Coordinator, Wtr Qty Specialist I and II are funded out of the Stormwater Budget

Brown: Capital Project Inspector partially funded out of Capital Project Funds

2) For detailed counts and authorized positions, please see following page entitled "Staffing by Position"

3) Org chart does not include program enhancement requests.



City of Franklin, Tennessee

FY 2022 Operating Budget

Staffing by Position

Position	Pay Grade	FY 2018		FY 2019		FY 2020		FY 2021		FY 2022	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Stormwater - Engineering											
Stormwater Man. Coordinator	Grade I	1	0	1	0	1	0	1	0	1	0
Water Quality Specialist I-III	Grades F-H	4	0	5	0	5	0	5	0	4	0
Staff Engineer I-III	Grades G-J	0	0	0	0	0	0	0	0	1	0
Stormwater - Streets											
Stormwater Inspector	Grade F	3	0	3	0	3	0	3	0	3	0
Stormwater Crew Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0
Crew Chief	Grade E	2	0	2	0	2	0	2	0	2	0
Equipment Operator	Grade D	8	0	8	0	9	0	9	0	9	0
Maintenance Worker	Grade B	1	0	1	0	1	0	1	0	1	0
Totals		20	0	21	0	22	0	22	0	22	0



City of Franklin, Tennessee

FY 2022 Operating Budget

Budget

	Actual 2019	Actual 2020	Budget 2021	EOY 2021	Budget 2022	Difference	
						\$	%
Personnel							
Salaries & Wages	1,118,768	1,187,759	1,162,827	1,168,511	1,247,289	84,462	7.3%
Employee Benefits	479,106	521,730	591,876	622,734	623,281	31,405	5.3%
Total Personnel	1,597,874	1,709,489	1,754,703	1,791,245	1,870,571	115,868	6.6%
Operations							
Transportation Services	1,057	948	1,052	1,050	1,100	48	4.6%
Operating Services	1,002	319	1,930	1,400	2,025	95	4.9%
Notices, Subscriptions, etc.	9,994	31,537	38,413	31,650	37,900	(513)	-1.3%
Utilities	30,840	29,734	36,959	32,425	35,685	(1,274)	-3.4%
Contractual Services	77,881	153,781	117,381	52,500	71,000	(46,381)	-39.5%
Repair & Maintenance Services	82,880	119,567	144,058	141,300	143,450	(608)	-0.4%
Employee programs	4,723	8,106	12,334	10,950	9,550	(2,784)	-22.6%
Professional Development/Travel	6,444	4,664	24,365	2,000	21,420	(2,945)	-12.1%
Office Supplies	2,887	3,066	2,837	1,550	2,950	113	4.0%
Operating Supplies	7,827	10,050	17,363	12,300	16,005	(1,358)	-7.8%
Fuel & Mileage	51,290	40,115	52,670	51,500	54,500	1,830	3.5%
Machinery & Equipment (<\$25,000)	14,764	10,804	45,020	31,220	40,550	(4,470)	-9.9%
Repair & Maintenance Supplies	60,308	65,594	93,203	88,950	92,958	(245)	-0.3%
Operational Units	261,195	301,012	330,369	330,369	335,799	5,430	1.6%
Property & Liability Costs	62,226	36,068	53,116	33,460	51,220	(1,896)	-3.6%
Rentals	4,080	25,888	7,500	-	7,500	-	0.0%
Permits	4,762	4,946	5,000	5,400	6,100	1,100	22.0%
Financial Fees	9	-	2,615	115	2,620	5	0.2%
Transfers to Other Funds	50,000	-	-	-	-	-	0.0%
Debt Service and Lease Payments	-	-	-	-	-	-	0.0%
Total Operations	734,169	846,199	986,185	828,139	932,330	(53,855)	-5.5%
Capital	750,143	1,210,728	1,273,500	323,500	-	(1,273,500)	-100.0%
Total Stormwater Fund	3,082,186	3,766,416	4,014,388	2,942,884	2,802,901	(1,211,487)	-30.2%



City of Franklin, Tennessee

FY 2022 Operating Budget

Budget

	Actual 2019	EOY 2020	Budget 2021	EOY 2021	Budget 2022	Difference	
						\$	%
Personnel							
Salaries & Wages	778,500	821,856	802,167	798,311	842,211	40,044	5.0%
Employee Benefits	370,823	402,660	467,006	493,093	491,317	24,311	5.2%
Total Personnel	1,149,323	1,224,516	1,269,173	1,291,404	1,333,528	64,355	5.1%
Operations							
Transportation Services	90	81	300	300	300	-	0.0%
Operating Services	685	319	1,000	650	1,000	-	0.0%
Notices, Subscriptions, etc.	114	1,288	1,050	400	900	(150)	-14.3%
Utilities	25,513	24,836	30,925	26,925	30,075	(850)	-2.7%
Contractual Services	3,745	3,337	15,000	15,000	18,000	3,000	20.0%
Repair & Maintenance Services	81,519	119,016	140,300	140,300	141,950	1,650	1.2%
Employee programs	652	150	4,000	2,800	4,200	200	5.0%
Professional Development/Travel	660	15	11,660	500	11,670	10	0.1%
Office Supplies	1,909	2,182	1,750	1,050	1,900	150	8.6%
Operating Supplies	5,398	8,819	13,450	10,000	12,450	(1,000)	-7.4%
Fuel & Mileage	49,047	38,762	50,000	50,000	52,000	2,000	4.0%
Machinery & Equipment (<\$25,000)	13,294	9,679	22,920	12,720	36,050	13,130	57.3%
Repair & Maintenance Supplies	58,738	65,069	92,100	88,950	91,800	(300)	-0.3%
Operational Units	261,195	301,012	330,369	330,369	335,799	5,430	1.6%
Property & Liability Costs	43,103	20,336	36,597	20,823	37,951	1,354	3.7%
Rentals	4,080	25,888	7,500	-	7,500	-	0.0%
Permits	-	-	600	-	600	-	0.0%
Financial Fees	-	-	2,500	-	2,500	-	0.0%
Debt Service and Lease Payments	-	-	-	-	-	-	0.0%
Total Operations	549,742	620,789	762,021	700,787	786,645	24,624	3.2%
Capital	335,814	-	73,500	73,500	-	(73,500)	0.0%
Total Stormwater - Streets	2,034,879	1,845,305	2,104,694	2,065,691	2,120,173		



City of Franklin, Tennessee

FY 2022 Operating Budget

Budget

	Actual 2019	EOY 2020	Budget 2021	EOY 2021	Budget 2022	Difference	
						\$	%
Personnel							
Salaries & Wages	340,268	365,903	360,660	370,200	405,078	44,418	12.3%
Employee Benefits	108,283	119,070	124,870	129,641	131,964	7,094	5.7%
Total Personnel	448,551	484,973	485,530	499,841	537,042	51,512	10.6%
Operations							
Transportation Services	967	867	752	750	800	48	6.4%
Operating Services	317	-	930	750	1,025	95	10.2%
Notices, Subscriptions, etc.	9,880	30,249	37,363	31,250	37,000	(363)	-1.0%
Utilities	5,327	4,898	6,034	5,500	5,610	(424)	-7.0%
Contractual Services	74,136	150,444	102,381	37,500	53,000	(49,381)	-48.2%
Repair & Maintenance Services	1,361	551	3,758	1,000	1,500	(2,258)	-60.1%
Employee programs	4,071	7,956	8,334	8,150	5,350	(2,984)	-35.8%
Professional Development/Travel	5,784	4,649	12,705	1,500	9,750	(2,955)	-23.3%
Office Supplies	978	884	1,087	500	1,050	(37)	-3.4%
Operating Supplies	2,429	1,231	3,913	2,300	3,555	(358)	-9.1%
Fuel & Mileage	2,243	1,353	2,670	1,500	2,500	(170)	-6.4%
Machinery & Equipment (<\$25,000)	1,470	1,125	22,100	18,500	4,500	(17,600)	-79.6%
Property & Liability Costs	19,123	15,732	16,519	12,637	13,268	(3,251)	-19.7%
Repair & Maintenance Supplies	1,570	525	1,103	-	1,158	55	5.0%
Permits	4,762	4,946	4,400	5,400	5,500	1,100	25.0%
Transfers to Other Funds	50,000	-	-	-	-	-	0.0%
Financial Fees	9	-	115	115	120	5	4.3%
Debt Service	-	-	-	-	-	-	0.0%
Total Operations	184,427	225,410	224,164	127,352	145,686	(78,478)	-35.0%
Capital	414,329	1,210,728	1,200,000	250,000	-	(1,200,000)	-100.0%
Total Stormwater-Engineering	1,047,307	1,921,111	1,909,694	877,193	682,728		



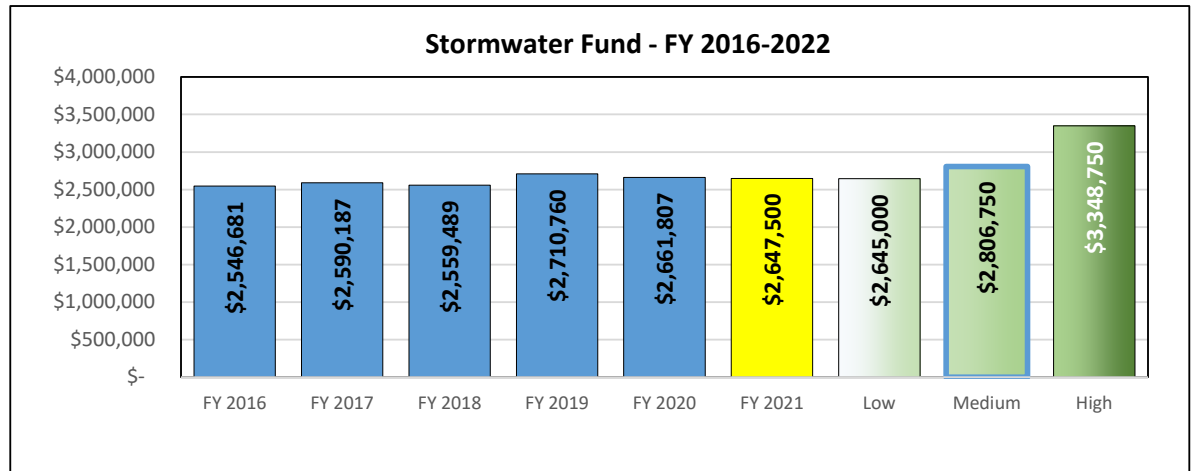
City of Franklin

Revenue Model

Fund:	Stormwater Fund	Percent of All Revenues	1.7%
--------------	------------------------	--------------------------------	-------------

Stormwater Fund: A special revenue fund used to account for the City's Stormwater drainage operations. Revenues are primarily from charges to residential and commercial customers based on paved areas.

Without modification to the current Stormwater Fee, revenues should only increase by less than 1% in FY 2021 compares to budget. Staff, however, is recommending a 5% fee increase to ensure the ongoing fiscal health of this utility. A higher increase could be considered, but at this time 5% annually should be sufficient to maintain current operations. The fee has not been increased since the inception of the fund in FY 2004, now 18 years ago.



	Actual					Budget	Forecasts (FY 2022)			Averages
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Low	Medium	High	
% yr/yr.	-4.7%	1.7%	-1.2%	5.9%	-1.8%	-0.5%	-0.1%	6.0%	26.5%	
PLANS REVIEW FEE	15,100	26,400	15,000	25,900	22,300	25,000	25,000	26,250	31,250	3-yr Average
DRAINAGE INSPECTIONS	25,303	102,519	50,176	103,484	75,887	60,000	60,000	75,000	90,000	\$ 2,644,019
STORMWATER PERMIT FEE	8,225	15,075	8,913	4,200	4,850	40,000	40,000	42,000	50,000	0.0%
FEMA/TEMA GRANTS (FED/STATE)	-	-	-	-	-	-	-	-	-	5-Yr Average
STORMWATER FEES- RESIDENTIAL	2,381,431	2,402,680	2,379,597	2,403,616	2,414,161	2,450,000	2,450,000	2,572,500	3,062,500	\$ 2,613,785
STORMWATER FINES	14,125	-	43,486	19,404	18,088	15,000	15,000	20,000	25,000	0.3%
STORMWATER LATE PAY PENALTIES	21,640	18,869	23,279	21,721	15,596	20,000	20,000	21,000	25,000	10-Yr Average
STORMWATER QUALIFIED PROGRAM				12,000	21,750	0				\$ 2,489,719
INTEREST INCOME	83,971	(8,864)	39,038	120,436	89,204	37,500	35,000	50,000	65,000	0.6%
LEASE PROCEEDS	-	-	-	-	-	-	-	-	-	15-Yr Average
SALE OF SURPLUS ASSETS	-	33,508	0	-	(29)	-	-	-	-	\$ 2,616,152
CUSTOMER SERVICE	(3,307)	-	-	-	-	-	-	-	-	-10.0%
MISCELLANEOUS REVENUE	193	-	-	-	-	-	-	-	-	
Totals	\$2,546,681	\$2,590,187	\$2,559,489	\$2,710,760	\$2,661,807	\$2,647,500	\$2,645,000	\$2,806,750	\$3,348,750	

Source: City of Franklin, Comprehensive Annual Financial Reports - 1990-2020 & Estimates from Finance & Revenue Management Departments.

City of Franklin, Tennessee

Stormwater Fund Review

November 2018



HISTORIC
FRANKLIN
TENNESSEE



Table of Contents

<u>Item</u>	<u>Page</u>
Section I: Executive Summary	3
Section II: Current Conditions & Service Provisions	7
Section III: Tennessee & Comparable Cities	15
Section IV: Fund Analysis	31
Section V: Recommendations & Next Steps	37
Section VI: Appendices	39
- Historic Financials Since Inception of Fund (2003) to Today (2019)	41
- Historic Staffing Levels Since Inception of Fund (2003) to Today (2019)	42
- City of Redmond, Washington Rate Adjustment Examples	43
- Monthly Fee per Typical Residence for Larger Municipalities (2017)	45
- Ordinance 2001-53: Authorizing Stormwater Management Ordinance	46
- Ordinance 2002-14: Original Authorizing Ordinances for Stormwater Fee	78
- Ordinance 2004-25: Current Authorizing Ordinance for Stormwater Fee & Minutes	83



Section I:

Executive Summary



Section I: Executive Summary

The City of Franklin, like many cities in the state and nation, has established a Stormwater Fund for purpose of accounting for and providing services related to the maintenance and proper treatment of Stormwater related activities. The purpose of this review is to answer the following questions:

- 1) What is the current design, funding, operation and structure of the Stormwater Fund in Franklin?
- 2) What should the function of the Stormwater fund be?
- 3) Is the revenue stream capable of providing for the needs of the fund in the future and if not to make recommendations on how to adjust the fees?
- 4) What should be the services and responsibilities charged to the fund and if necessary make recommendations on opportunities to reduce what is charged to the Stormwater Fund and identify where these operations could be charged (e.g. General Fund)?
- 5) What are the necessary and affordable capital projects that have Stormwater components and where they should be afforded from?

This review has been requested because the accumulated fund balance is forecast to no longer meet the needs of both ongoing operations and capital projects which staff has identified should be charged against the fund. But it is also the City's first formal examination of the sustainability of one of its funds. This review will examine the financial and operational sustainability of the Stormwater Fund and make appropriate recommendations for the Board of Mayor and Alderman to follow both in the short and longer terms.

The need to examine one's operations for efficiencies is not merely a good idea but a hallmark of any effective organization. The City of Franklin, Tennessee and governments at all levels have embraced as a standard operating procedure the phrase "do more with less." Evaluation of any service must be performed via the use of industry-accepted metrics. Subjectivity, though a part of anything having to do with political governance, must always take a back seat to pragmatic and practical data. That being said, to measure a program based upon the "bottom line" alone inappropriately disregards non-monetary and other less tangible – but not necessarily less valuable – aspects of public service.

This report and the analysis contained herein is intended, to the greatest extent possible, to reach objective, well-reasoned conclusions which provide policy makers within the City of



City of Franklin, Tennessee

Stormwater Fund Review

Franklin, Tennessee and ratepayers of the Stormwater Fund the information they need to have the most efficient and effective services possible.



City of Franklin, Tennessee

Stormwater Fund Review

This page left intentionally blank.



Section II:

Current Service Delivery Model



Section II: Current Service Delivery Model

To understand how to improve the sustainability of the Stormwater Fund, it is necessary first to understand its history, its structure and the services which are provided by it.

History of the Stormwater Fund

The Stormwater Fund was created in Fiscal Year 2003 in order to account for activities necessary for the City's compliance with Phase II of the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) program that became effective in March 10, 2003. This system, created by the Clean Water Act of 1972, addresses water pollution through the regulation of discharge into waterways.¹ Stormwater runoff – that portion of rain or melting snow that does not soak into the ground which runs off impervious surfaces – directly enters storm drains or waterways and thus has been deemed necessary to regulate and control to ensure the continued health of the nation's waters.

To pay for the costs of addressing that runoff, one option from which municipalities can choose is to create a stormwater utility and charge a fee to developed properties, including homes and businesses. These fees produce a dedicated revenue stream, restricted for use only on stormwater system management including maintenance, operations and capital projects. The stormwater utility provides funding to implement new programs in support of the six minimum control measures in the MS4 permit that includes public education and outreach, public participation/involvement, illicit discharge detection and elimination, construction site storm water runoff control, post-construction storm water management in new development / redevelopment, and pollution prevention/good housekeeping for municipal operations. Franklin chose to create a separate ordinance² and fee³ to comply with the NPDES (MS4) Phase II Permit.

Work studying how the City would comply with the rules of the MS4 permit began several years earlier, culminating in Ordinance 2001-53 which adopted a Stormwater Management Ordinance. In the ensuing years from 2001 to 2004, BOMA modified both the ordinance and the fee associated with Stormwater functions until approving the current fee via Ordinance 2004-25 on March 9, 2004.⁴

The fee currently is based on ERU's or Equivalent Residential Units, which are equivalent to 3,350 square feet of impervious area. The rate is \$3.65/ERU/month. There are two categories of charges – non-residential and residential. Non-Residential (Commercial) properties pay the rate, times the impervious area of the site, divided by the ERU. Residential properties pay dependent upon their size:

¹ <https://www.epa.gov/npdes/about-npdes>

² See Section VI: Appendices: Ordinance 2001-53, Page 46

³ See Section VI: Appendices: Ordinance 2002-14, Page 78 and Ordinance 2004-25, Page 83.

⁴ *Ibid.*



City of Franklin, Tennessee

Stormwater Fund Review

- Smaller than 3,350 sq. ft. pay at a rate of 75% of the ERU/month
- Larger than 3,350 sq. ft. pay at a rate of 120% of the ERU/month

This is detailed on Exhibit 1:

Exhibit 1: City of Franklin Current Stormwater Fees:

STORMWATER				
Applies to all properties inside the city limits of Franklin				
3,350 = impervious surface*	SMALL ($<3,350$ ft*)	LARGE ($>3,350$ ft*)	Designated Rate	ERU (3,350 ft*)
Residential - Inside City	\$2.74	\$4.38	NA	NA
Duplexes/Trailers (not codified)	NA	NA	\$2.74	NA
Apts/Condos (not codified)	NA	NA	\$2.74	NA
Commercial - Inside City (per ERU)	NA	NA	NA	\$3.65

The fee has NOT been adjusted since passage of Ordinance 2004-25, fourteen (14) years ago. It is charged monthly.

On average, the fee raises about \$2.4 million annually and has grown slowly. From FY 2013 to FY 2017, total Stormwater fees increased by 8%. Between 2016 and 2017, fee revenues only increased less than 1%, or \$21,249. Overall revenues for FY 2019 are forecast around \$2.7 million and include additional fees for plan review, inspections, fines, late pays and earned interest on cash balances.

Exhibit 2: Revenue Model History & Estimates for the Stormwater Fund:

	Actual					Budget	Actual	Budget
	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2018	FY 2019
PLANS REVIEW FEE	-	9,908	24,500	15,100	26,400	25,500	15,000	24,990
DRAINAGE INSPECTIONS	-	5,477	68,947	25,303	102,519	61,200	50,176	59,976
STORMWATER PERMIT FEE	5,950	12,482	10,789	8,225	15,075	40,877	8,913	40,059
FEMA/TEMA GRANTS (FED/STATE)	-	3,691	-	-	-	-	-	-
STORMWATER FEES	2,225,948	2,277,908	2,521,597	2,381,431	2,402,680	2,598,344	2,379,597	2,546,377
STORMWATER FINES	100	-	9,675	14,125	-	10,200	43,486	9,996
STORMWATER LATE PAY PENALTIES	21,179	20,754	23,398	21,640	18,869	31,518	23,279	30,888
INTEREST INCOME	20,719	8,930	14,441	83,971	(8,864)	10,200	28,288	9,996
SALE OF SURPLUS ASSETS	-	-	-	-	33,508	-	-	-
CUSTOMER SERVICE	-	(4,776)	-	(3,307)	-	-	-	-
MISCELLANEOUS REVENUE	-	-	-	193	-	-	-	-
CONTRIBUTIONS - OTHERS	110,000	6,589	-	-	-	-	-	-
Totals	\$ 2,383,896	\$ 2,340,963	\$ 2,673,347	\$ 2,546,681	\$ 2,590,187	\$ 2,777,838	\$ 2,548,739	\$ 2,722,281

Structure of the Stormwater Fund

The Stormwater Fund provides funding for two divisions contained within – the Streets and Engineering departments.

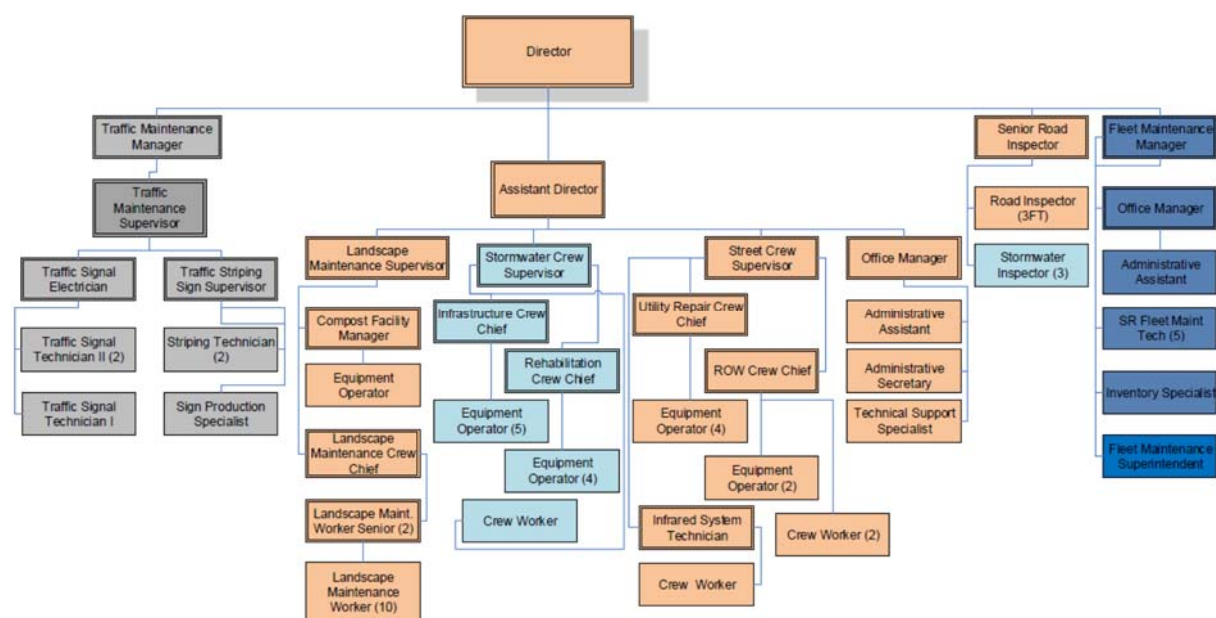
Streets

The Street Department, Stormwater Division performs maintenance as well as small repairs and upgrades to failing drainage systems. Work activities are performed daily, and include routine maintenance procedures, as well as small repairs and upgrades to failing drainage systems, vacuuming storm drains and street sweeping.

The Stormwater-Streets division consists of 16 employees: one supervisor, three Stormwater inspectors, 2 crew chiefs & 10 maintenance personnel.

In recent years the division performed sweeping operations throughout the City with two Street sweepers. Due to the increase of construction activities and additional curb and gutter along Mack Hatcher Parkway and Hillsboro Rd, the streets division will increase operations to three sweeping units daily.

Exhibit 3: Streets Department Organizational Chart *(shaded in light blue)*



As you can see from above, services within the Streets division funded from the Stormwater Fund are integrated into the overall operation of the City's Streets Department. Most of the employees funded through the Stormwater Fund function like other Streets Department crews (Landscaping, Street Repair) and report to the Assistant Director.

The authorized personnel counts for the last five fiscal years of the Stormwater Fund, Streets Division are shown on Exhibit 4:



City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 4: Streets Division Authorized Staffing, FY 2015-2019

Position	Pay Grade	FY 2015		FY 2016		FY 2017		FY 2018		FY 2019	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Stormwater - Streets											
Stormwater Inspector	Grade F	2	0	2	0	3	0	3	0	3	0
Stormwater Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0
Crew Chief	Grade E	2	0	2	0	2	0	2	0	2	0
Equipment Operator	Grade D	8	0	8	0	8	0	8	0	9	0
Crew Worker	Grade B	1	0	1	0	1	0	1	0	1	0
Totals		14	0	14	0	15	0	15	0	16	0

Exhibit 5: Stormwater-Streets Division Budget

	Actual 2016	Actual 2017	Budget 2018	Estd 2018	Budget 2019	Difference	
						\$	%
Personnel							
Salaries & Wages	600,545	664,191	698,797	750,918	771,802	73,005	10.4%
Employee Benefits	295,606	345,034	410,345	449,569	403,212	(7,133)	-1.7%
Total Personnel	896,151	1,009,225	1,109,142	1,200,487	1,175,013	65,871	5.9%
Operations							
Transportation Services	327	94	300	199	320	20	6.7%
Operating Services	413	658	795	1,795	1,795	1,000	125.8%
Notices, Subscriptions, etc.	1,681	110	1,050	1,050	1,050	-	0.0%
Utilities	53,214	37,301	57,000	45,000	45,735	(11,265)	-19.8%
Contractual Services	-	(96,298)	15,000	1,400	15,000	-	0.0%
Repair & Maintenance Services	77,283	139,442	114,500	125,300	139,300	24,800	21.7%
Employee programs	1,960	4,464	4,970	5,100	3,500	(1,470)	-29.6%
Professional Development/Travel	3,120	668	14,850	15,010	11,160	(3,690)	-24.8%
Office Supplies	972	1,425	920	925	925	5	0.5%
Operating Supplies	12,307	16,844	15,325	13,925	14,525	(800)	-5.2%
Fuel & Mileage	27,770	37,028	40,000	40,000	46,800	6,800	17.0%
Machinery & Equipment (<\$182,000)	49,472	15,720	23,450	22,950	17,050	(6,400)	-27.3%
Repair & Maintenance Supplies	84,981	67,533	123,650	115,242	99,300	(24,350)	-19.7%
Operational Units	181,976	189,676	196,569	196,569	261,197	64,628	32.9%
Property & Liability Costs	24,764	41,337	19,602	23,697	25,483	5,880	30.0%
Rentals	1,961	-	1,200	1,200	1,300	100	8.3%
Permits	500	-	1,000	1,000	1,000	-	0.0%
Financial Fees	5,735	4,270	9,000	9,000	9,180	180	2.0%
Debt Service and Lease Payments	144,828	145,966	144,828	72,414	-	(144,828)	-100.0%
Total Operations	673,264	606,238	784,009	691,776	694,620	(89,390)	-11.4%
Capital	210,138	285,464	-	-	331,000	331,000	
Total Stormwater - Streets	1,779,552	1,900,927	1,893,151	1,892,263	2,200,633	307,482	16.2%

Engineering

The City of Franklin is granted authorization to discharge Stormwater through its Stormwater infrastructure and into receiving water bodies through a NPDES permit issued by the EPA and administered through TDEC. A condition of this permit coverage is that six minimum control measures are met by the end of the permit cycle. The City is required annually to submit an “annual report,” which is essentially a report to document the progress the City is making towards meeting its current permit requirements. Current minimum control measures are:

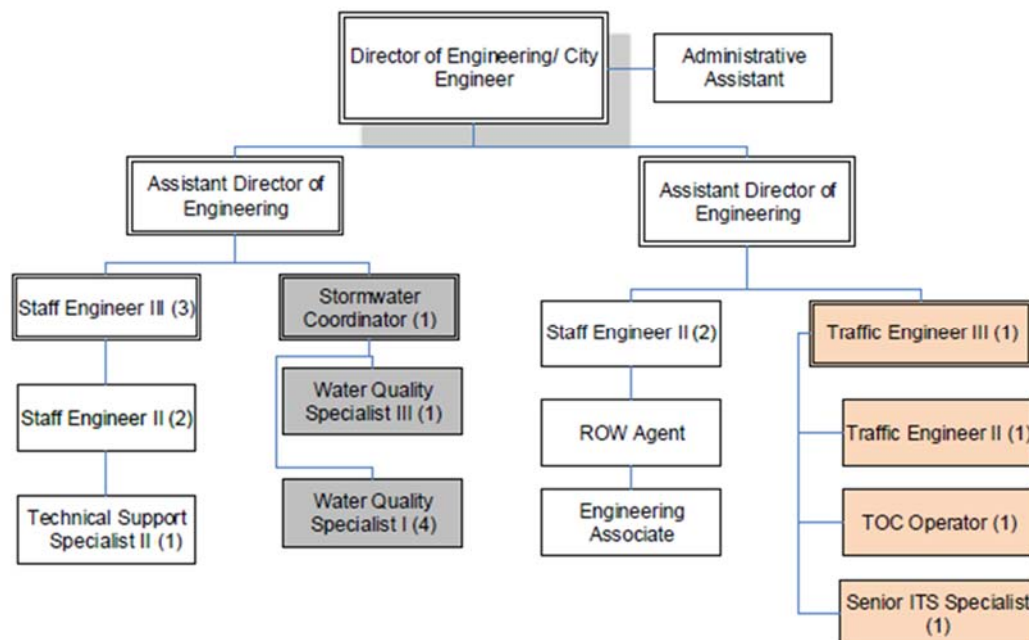
- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Stormwater Runoff Control
- 5) Permanent Stormwater Management in Development and Redevelopment
- 6) Pollution Prevention for Municipal Operations

In addition to the above minimum control measures, the City is required to do annual ambient monitoring which includes:

- 1) Macroinvertebrate Sampling
- 2) E.Coli Sampling
- 3) Visual Stream Assessments

The Stormwater-Engineering division consists of 6 employees: one coordinator and 5 water quality specialists.

Exhibit 6: Engineering Division Organizational Chart (shaded in gray)





City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 7: Engineering Division Authorized Staffing, FY 2015-2019

Position	Pay Grade	FY 2015		FY 2016		FY 2017		FY 2018		FY 2019	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Stormwater - Engineering											
Stormwater Man. Coordinato	Grade I	1	0	1	0	1	0	1	0	1	0
Water Quality Specialist III	Grade H	0	0	0	0	0	0	1	0	1	0
Water Quality Specialist II	Grade G	1	0	3	0	3	0	2	0	0	0
Water Quality Specialist I	Grade F	2	0	1	0	1	0	2	0	4	0
Totals		4	0	5	0	5	0	6	0	6	0

The Engineering budget contains annual allotments for capital projects which are charged against the Stormwater fund. The budget is often larger than the actual expenditure as projects which are anticipated to be completed within a budget year often are pushed to another.

Exhibit 8: Stormwater-Engineering Division Budget

	Actual 2016	Actual 2017	Budget 2018	Estd 2018	Budget 2019	Difference	
						\$	%
Personnel							
Salaries & Wages	218,670	263,778	339,999	359,320	369,734	29,735	8.7%
Employee Benefits	62,628	72,210	103,203	109,428	123,782	20,579	19.9%
Total Personnel	281,298	335,988	443,202	468,748	493,516	50,314	11.4%
Operations							
Transportation Services	798	894	840	650	682	(158)	-18.8%
Operating Services	211	237	1,332	1,000	1,000	(332)	-24.9%
Notices, Subscriptions, etc.	5,996	14,064	13,190	12,190	12,250	(940)	-7.1%
Utilities	3,106	4,459	4,978	4,350	5,040	62	1.2%
Contractual Services	137,067	295,628	153,104	153,400	153,560	456	0.3%
Repair & Maintenance Services	9,681	3,955	11,735	5,325	3,551	(8,184)	-69.7%
Employee programs	86	38	289	289	303	14	4.8%
Professional Development/Travel	7,967	5,882	11,500	11,500	12,000	500	4.3%
Office Supplies	862	329	584	850	985	401	68.7%
Operating Supplies	1,207	543	4,015	4,215	3,000	(1,015)	-25.3%
Fuel & Mileage	846	1,533	1,733	1,354	1,422	(311)	-17.9%
Machinery & Equipment (<\$121,0	10,518	5,048	18,723	13,020	8,000	(10,723)	-57.3%
Property & Liability Costs	-	15,388	16,159	11,958	12,554	(3,606)	-22.3%
Repair & Maintenance Supplies	450	228	3,870	2,000	1,000	(2,870)	-74.2%
Permits	3,460	10,210	10,721	3,510	3,513	(7,208)	-67.2%
Transfers to Other Funds		50,000				-	0.0%
Financial Fees				100	105	105	100.0%
Debt Service	25,537	4,860	25,538	-	-	(25,538)	-100.0%
Total Operations	207,792	413,296	278,311	225,711	218,965	(59,347)	-21.3%
Capital	187,539	126,016	3,605,000	500,000	3,175,000	(430,000)	-11.9%
Total Stormwater-Engineering	676,629	875,300	4,326,513	1,194,459	3,887,481	(439,032)	-10.1%



Summary

As the preceding pages show, the Stormwater Fund provides for the revenues and employees necessary to discharge the City's responsibilities under the MS4 permit – maintenance the City's storm drains and drainage systems, public education about impervious surfaces and storm drainage and sampling of local waterways to ensure quality discharge back into the streams and rivers which pass through Franklin.

Financially, the City now takes in about as much in revenues (\$2.4-\$2.7 million annually) as it spends on maintaining operations for the 22 personnel, consulting and equipment maintenance charged against the fund (\$2.6 million).

Section III will analyze how other cities in the region and the nation provide for stormwater services.



Section III:

Tennessee & Comparable Cities



Section III: Tennessee & Comparable Cities

Now that the existing service has been defined, the next step is to compare it to other municipalities which operate a Stormwater Fund. Finance Department staff researched 14 cities in the state and beyond on four questions:

- Research what other cities in Tennessee have Stormwater Utilities/Funds
- Research which of our peer cities have Stormwater Utilities/Funds
- Determine what their fees are, what they are based off of and when they were last updated
- Determine if the funds are used for Operations only or for Operations and Capital

Staff researched 14 Tennessee and comparable communities including:

- | | |
|--------------------|------------------|
| - Brentwood, TN | - Cary, NC |
| - Chattanooga, TN | - Eagan, MN |
| - Gallatin, TN | - Germantown, TN |
| - Johnson City, TN | - Kirkland, WA |
| - Kingsport, TN | - LaVergne, TN |
| - Lenexa, KS | - Maryville, TN |
| - Murfreesboro, TN | - Nashville, TN |
| - Redmond, WA | |

These cities were chosen because either they are a) neighboring cities, b) cities which Franklin often benchmarks itself against or c) cities that have established Stormwater utilities. The breakouts of certain cities on the following pages provide greater detail into how municipalities within Tennessee and outside structure their funds. At the end of the section, a summary table is provided detailing all cities information.

Cities within Tennessee

City of Brentwood, TN

Brentwood does not have a Stormwater fee or dedicated fund. For 2019 they budget \$50k for both Stormwater operating and capital activities, totaling \$100k. This is funded through the General Fund.

City of Gallatin, TN

Gallatin just began collecting a Stormwater fee this fiscal year, FY 2019 (July 2018). It is based on ERU's of three sizes – less than 2,114 sq. ft., 2,115-6,560 sq.ft. and larger than 6,561 sq. ft. It is billed monthly.



City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 9: Gallatin, TN Stormwater Fee Calculation

STORMWATER	
Residential (impervious)	Monthly Fee
< 2,114 sq ft	\$3
2,115 - 6,560 sq ft	\$5
> 6,561 sq ft	\$9
Non-Residential	
Per ERU - 3,650 sq ft	\$5

Since the fee was just established this past July, there is no budget information for Fiscal 2018.⁵

City of Germantown, TN

Germantown also has a Stormwater fee and bills monthly. The fee is determined through the use of ERU's of sizes much larger than what Franklin uses. Germantown, however uses parcel size versus amount of imperviousness per parcel. It is detailed below:

Exhibit 10: Germantown, TN Stormwater Fee Calculation

Residential Stormwater Rates

Rates per Single Family Residential (SFR) parcel Annual Fee

ERU parcels less than 0 to 10,000 sq. ft. \$3.00/month (\$36/yr.)

ERU parcels between 10,001 – 22,000 sq. ft. \$3.25/month (\$39/yr.)

ERU parcels greater than 22,000 sq. ft. \$3.50/month (\$42/yr.)

Other Developed Property Stormwater Rates

User Fee Determination

The City will use a gross property area and intensity of development methodology to assess stormwater user fees to property owners. The fee will be based on the amount of runoff each property contributes to the City's stormwater runoff as determined by an average runoff coefficient for that property. The City Administrator or his/her designee is authorized to develop policies and procedures in accordance with this ordinance for the implementation and calculation of stormwater user fees. Runoff Coefficients shall be as follows:

LAND USE	RUNOFF COEFFICIENT
Residential	0.4
Other Developed Property	0.9
Parkland/Cemetery/Golf Course/Agricultural	0.25
Vacant Property	0.2

The monthly stormwater user fee for Other Developed Property, Vacant Property and Parkland/Cemetery/Golf Course - - referred to in this document as Other Property - - will be calculated using a formula which applies a Runoff Coefficient (based on the classification of the real property as set forth below) to the gross area square footage of the parcel and the ERU.

Monthly Stormwater Fee = AOT/AR * ROT/RR * ERU Rate * QF

Where: AOT = Other Developed Property Area (measured in acres)

ROT = Applicable Other Property Runoff Coefficient

AR = Average Residential Property Area (acres) = 0.34 acres

RR = Average Residential Runoff Coefficient (C) = 0.4

ERU Rate = Equivalent Residential Unit = \$3.25/month

QF = Quality Factor = 1.0

⁵ City of Gallatin, TN. "Stormwater Utility Frequently Asked Questions".

www.gallatintn.gov/DocumentCenter/View/4008/COG_Stormwater-Fee-Fact-Sheet.



City of Franklin, Tennessee

Stormwater Fund Review

As shown on the previous page, Germantown also employs a runoff coefficient to determine the monthly fee.⁶ The fees are placed into a dedicated Stormwater Fund and are used for both operating and capital activities. For FY 2018, the annual revenues total just under \$1,050,000. Capital contributions for FY18 total \$100,000.

Exhibit 11: Germantown, TN Stormwater Revenue & Expense Budget Summaries

Revenues:⁷

	Actual FY16	Budget FY17	Estimated FY17	% Chg.	Budget FY18
Stormwater Management Fee	\$ 994,425	1,009,964	1,035,000	0.50%	1,040,175
Other Revenue	331	-	-	-	-
Stormwater Permits	9,000	9,000	5,000	50.00%	7,500
OPERATING REVENUES	\$ 1,003,756	1,018,964	1,040,000	0.74%	1,047,675
Investment Income	2,608	1,700	3,200	9.38%	3,500
NONOPERATING REVENUES	\$ 2,608	1,700	3,200	9.38%	3,500

Expenses:⁸

BUDGET CATEGORY SUMMARY

CATEGORY	Actual FY16	Budget FY17	Estimated FY17	Amt. Chg.	% Chg.	Budget FY18
Personnel	\$ 514,965	548,443	548,233	26,813	4.89%	575,046
Communication	2,248	1,800	1,800	1,200	66.67%	3,000
Professional Fees	900	-	-	5,000	100%	5,000
Other Maintenance	24,517	30,000	30,000	(180)	-0.60%	29,820
Supplies	10,280	22,500	22,500	6,600	29.33%	29,100
Allocations	43,149	43,392	34,068	4,499	13.21%	38,567
Roads & Mains	249,232	290,000	290,000	(5,000)	-1.72%	285,000
TOTAL	\$ 878,422	968,967	963,021	41,432	4.30%	1,004,453
Capital Outlay	\$ -	50,000	50,000	54,851	109.70%	100,000

City of Nashville, TN

Nashville's Stormwater fee is more complex than others in Tennessee as it breaks out Residential and Non-Residential properties by impervious square footage area. The residential

⁶ City of Germantown, TN. "FAQ". www.germantown-tn.gov/live/new-advanced-components/vision-cms-components/faq.

⁷ City of Germantown, TN. "Fiscal Year 2019 Budget, July 1, 2018 – June 30, 2019", Page 165. www.germantown-tn.gov/home/showdocument?id=19172.

⁸ Ibid.



City of Franklin, Tennessee

Stormwater Fund Review

fee is also divided based upon whether or not the dwelling unit is a single-family residential home or a condominium. Non-Residential properties are divided the same way (Non-Residential vs. Condominium buildings), but there are eight different billing categories for the non-residential Stormwater fee. It is billed monthly and was last updated this year (2018).

Exhibit 12: Nashville, TN Stormwater Fee Schedule⁹

Property Type: Impervious Area (Square Feet)	Fee/month
Less than 400	-
Tier 1 – Residential : 400 – 2,000	1.50
Tier 2 – Residential: 2,001 – 6,000	6.00
Tier 3 – Residential: more than 6,000	11.00
Residential Condo (per unit)	3.00
Less than 400	-
Tier 1 – Non-Residential: 400-6,000	10.00
Tier 2 – Non-Residential: 6,001 – 12,800	30.00
Tier 3 – Non-Residential: 12,801 – 25,600	70.00
Tier 4 – Non-Residential: 25,601 – 51,200	150.00
Tier 5 – Non-Residential: 51,201 – 300,000	300.00
Tier 6 – Non-Residential: 300,001 – 1,000,000	650.00
Tier 7 – Non-Residential: more than 1,000,000	1,300.00
Non-Residential Condo (per unit)	10.00

Additionally, Nashville has a robust fee credit system where fees are reduced for meeting certain criteria outlined in a credit manual.¹⁰

Stormwater fees are placed into a dedicated Stormwater Fund and are used for both operating and capital activities. Operating activities include both the Streets and Engineering divisions similar to Franklin. Total budgeted revenues for FY 2018 total more than \$34,600,000 (Nashville passed a significant rate increase in 2018). Capital contributions for FY 2018 total just under \$7,300,000.

⁹ City of Nashville, TN. “Stormwater Program FAQ”.

www.nashville.gov/Portals/0/SiteContent/WaterServices/Stormwater/docs/FeeRestructure/Stormwater%20Program%20FAQ%20v2018.1.11.pdf.

¹⁰ Metro Water Services. “Stormwater User Fee Credit Manual”, City of Nashville, TN. February, 2016.

www.nashville.gov/Portals/0/SiteContent/WaterServices/Stormwater/docs/SWMM/2016/StormwaterUserFeeCreditManual_2016.pdf.



City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 12: Nashville, TN Stormwater Funds Budget Summary¹¹

Stormwater Funds						
	FY2016 Budget	FY2016 Actuals	FY2017 Budget	FY2018 Budget	FY17-FY18 Difference	FY17-FY18 % Change
OPERATING EXPENSES:						
PERSONAL SERVICES	7,472,500	6,234,818	7,471,400	8,064,100	592,700	7.93%
OTHER SERVICES:						
Utilities	109,200	42,256	100,800	101,800	1,000	0.99%
Professional & Purchased Services	1,475,700	1,315,353	1,844,000	3,019,800	1,175,800	63.76%
Travel, Tuition, and Dues	26,400	27,038	28,200	35,900	7,700	27.30%
Communications	217,800	147,428	228,800	217,600	(11,200)	-4.90%
Repairs & Maintenance Services	1,171,200	1,619,998	2,296,600	3,814,800	1,518,200	66.11%
Internal Service Fees	633,300	599,700	503,000	530,900	27,900	5.55%
Other Expenses	393,300	575,450	460,800	11,549,500	11,088,700	2406.40%
TOTAL OTHER SERVICES	4,026,900	4,327,223	5,462,200	19,270,300	13,808,100	252.79%
TOTAL OPERATING EXPENSES	11,499,400	10,562,041	12,933,600	27,334,400	14,400,800	111.34%
TRANSFERS TO OTHER FUNDS/UNITS	2,943,800	3,262,442	5,509,600	7,287,800	1,778,200	32.27%
TOTAL EXPENSES & TRANSFERS	14,443,200	13,824,483	18,443,200	34,622,200	16,179,000	87.72%
PROGRAM REVENUE:						
Charges, Commissions, & Fees	14,443,200	14,537,080	14,443,200	34,622,200	20,179,000	139.71%
Federal (Direct & Pass Through)	0	0	0	0	0	0.00%
State Direct	0	0	0	0	0	0.00%
Other Government Agencies	0	0	0	0	0	0.00%
Other Program Revenue	0	0	0	0	0	0.00%
TOTAL PROGRAM REVENUE	14,443,200	14,537,080	14,443,200	34,622,200	20,179,000	139.71%
NON-PROGRAM REVENUE:						
Property Taxes	0	0	0	0	0	0.00%
Local Option Sales Tax	0	0	0	0	0	0.00%
Other Tax, Licenses, & Permits	0	0	0	0	0	0.00%
Fines, Forfeits, & Penalties	0	0	0	0	0	0.00%
Compensation From Property	0	0	0	0	0	0.00%
TOTAL NON-PROGRAM REVENUE	0	0	0	0	0	0.00%
TRANSFERS FROM OTHER FUNDS/UNITS	0	0	0	0	0	0.00%
TOTAL REVENUE & TRANSFERS	14,443,200	14,537,080	14,443,200	34,622,200	20,179,000	139.71%

¹¹ Barry, Megan. "Recommended Operating Budget for Fiscal Year 2017-2018". City of Nashville, TN. May 2017, Page J-65-8.

www.nashville.gov/Portals/0/SiteContent/Finance/docs/OMB/citizens_budget/budgetbook/FY2018%20Operating%20Budget%20Book.pdf.



City of Franklin, Tennessee

Stormwater Fund Review

Cities outside Tennessee

City of Cary, NC

The City of Cary, North Carolina is one of the City of Franklin's most used comparable cities. However, Cary does not operate a Stormwater utility and is not applicable to the study.

City of Eagan, MN

The City of Eagan, Minnesota is a suburb of the Twin Cities similar to Franklin in size (66,000 est. pop.) and distance from the Metro area (18.4 miles) as Franklin, applies a Stormwater fee quarterly according to the following table:

Exhibit 13: Eagan, MN Stormwater Fee Calculation (as of 2018)¹²

STORMWATER		
	Monthly Fee p/ERU	ERU Factor
R1 (SFR) & R2 (Duplex)	\$5.68	1.0
R3 (Townhomes)	\$3.52	0.8 p/unit
R4 (Multi-Family)	\$7.97	Calculation based on impervious to acre ratio
Commercial	\$6.74	
Public	\$7.76	

**Note: this table has been converted from quarterly to monthly.*

Stormwater fees are used for both operating and capital activities. The annual revenues for FY 2018 are forecast to be just under \$2,600,000 – almost identical to Franklin. Capital contributions for FY18 total \$143,000.

Exhibit 14: Eagan, MN Stormwater Fund Revenues¹³

	Actual 2015	Actual 2016	Budget 2017	Budget 2018	Budget 2019
Storm Drainage/Water Quality					
4540 Storm Drainage Service Fees	1,562,052	2,393,291	2,486,500	2,530,000	2,570,000
4541 Storm Drainage Penalties	6,236	7,609	4,500	5,000	5,000
4226 Developer Escrow Reimbursmt	26,529	29,815	30,000	30,000	30,000
4672 Water Quality Dedication Fees	-	19,816	10,000	-	-
	1,594,817	2,450,531	2,531,000	2,565,000	2,605,000

¹² City of Eagan, MN. "2018 Fee Schedule". 19 December 2017. Page 12.

www.cityofeagan.com/images/Finance/2018/2018%20fee%20schedule.pdf.

¹³ City of Eagan, MN. "2018-2019 Adopted Budget". 1 January 2018. Page 166.

www.cityofeagan.com/images/Finance/2019/2018-19%20Budget.pdf.



City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 15: Egan, MN Stormwater Fund Expenses¹⁴

Acct	PERSONAL SERVICES	Actual 2015	Actual 2016	Budget 2017	Budget 2018	Budget 2019
6110	SALARIES AND WAGES-REGULAR	\$ 69,233	\$ 83,761	\$ 68,000	\$ 73,100	\$ 77,300
6112	OVERTIME-REGULAR	1,034	1,514	5,700	7,300	7,300
6130	SALARIES AND WAGES-TEMPORARY	13,225	6,589	13,300	13,900	13,900
6142	PERA-COORDINATED	5,222	6,520	5,500	6,000	6,300
6144	FICA	6,092	6,839	6,700	7,200	7,500
6151	HEALTH INSURANCE	11,717	15,349	10,200	11,100	12,000
6152	LIFE	110	112	-	-	-
6154	DISABILITY - LONG TERM	203	262	-	-	-
6155	WORKERS COMPENSATION	3,058	3,619	6,300	6,800	7,100
	TOTAL PERSONAL SERVICES	109,894	124,565	115,700	125,400	131,400
	PARTS & SUPPLIES					
6210	OFFICE SUPPLIES	60	-	-	-	-
6224	CLOTHING/PERSONAL EQUIPMENT	604	444	700	700	700
6230	REPAIR/MTN SUPPLIES-GENERAL	17	206	300	300	300
6232	SMALL EQUIPMENT REPAIR PARTS	-	91	-	200	200
6233	BUILDING REPAIR SUPPLIES	17	-	-	-	-
6235	FUEL, LUBRICANTS, ADDITIVES	6	4	400	400	400
6240	SMALL TOOLS	100	720	500	500	500
6255	STREET REPAIR SUPPLIES	-	561	1,000	1,000	1,000
6260	UTILITY SYSTEM PARTS/SUPPLIES	2,455	8,417	9,000	9,000	9,000
	TOTAL PARTS & SUPPLIES	3,259	10,443	11,900	12,100	12,100
	SERVICES & OTHER CHARGES					
6310	PROFESSIONAL SERVICES-GENERAL	3,018	303	120,000	58,000	46,000
6311	LEGAL	333	1,602	-	-	-
6385	INSURANCE	3,900	3,900	3,900	3,900	3,900
6408	ELECTRICITY-LIFT STATIONS	113,862	162,220	134,500	137,500	139,300
6429	STREET REPAIR-LABOR	-	860	-	-	-
6432	UTILITY SYSTEM REPAIR - LABOR	37,207	54,402	50,000	120,000	120,000
6457	MACHINERY AND EQUIPMENT	342	2,019	1,000	1,000	1,000
6476	CONFERENCES AND SCHOOLS	340	-	400	400	400
6480	LICENSES, PERMITS AND TAXES	-	176	-	100	100
6805	TRANSFER OUT	23,700	29,282	25,400	25,400	25,400
6539	WASTE REMOVAL/SANITATION SERVICE	-	-	500	500	500
6569	MAINTENANCE CONTRACTS	411	-	-	-	-
	OTHER SERVICES AND CHARGES	183,113	254,764	335,700	346,800	336,600
	TOTAL OPERATING	296,266	389,772	463,300	484,300	480,100
					4.5%	-0.9%
	CAPITAL CONSTRUCTION/PROJECTS					
6630	RENEWAL AND REPLACEMENT - OUTLAY	136,228	21,040	611,000	152,000	143,000
	TOTAL CAPITAL	136,228	21,040	611,000	152,000	143,000
					-75.1%	-5.9%
	TOTAL STORM DRAINAGE DEPARTMENT	\$ 432,494	\$ 410,812	\$ 1,074,300	\$ 636,300	\$ 623,100
					-40.8%	-2.1%
	DEPRECIATION					
6488	DEPRECIATION EXPENSE	\$ 1,034,157	\$ 1,040,627	\$ 1,041,600	\$ 1,041,600	\$ 1,041,600

¹⁴ Ibid. Page 187.

City of Kirkland, WA

The City of Kirkland, Washington is another suburb similar to Franklin with an estimated population of 88,630 (2017 census estimate) and distance to metro Seattle (11 miles). They have a Stormwater fee which is billed monthly and applied according to the following table:

Exhibit 16: Kirkland, WA Stormwater Fee Calculation¹⁵

STORMWATER			
	Fee p/ERU	Utility Tax	Total Monthly
Residential - Single Family	\$17.55	\$1.32	\$18.87
Commercial & Multi-Family*	\$17.55	\$1.32	\$18.87
*ERU = 2,600 sq ft impervious			

Sample Calculation

An apartment complex has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the surface water fee would be:

10,000 ft² / 2600 ft² = 3.85 ESU

3.85 ESU X \$17.55 per month per ESU = \$67.57 per month plus 7.5% utility tax = \$871.65/year

Stormwater fees are used for both operating and capital activities. Operating activities include both the Street/Storm Maintenance and Engineering divisions. Capital contributions for FY19 total more than \$5,100,000.

Exhibit 17: Kirkland, WA Stormwater Budget Summary¹⁶

FINANCIAL SUMMARY BY OBJECT					
	2013-2014 Actual	2015-2016 Estimate	2015-2016 Budget	2017-2018 Budget	Percent Change
Salaries and Wages	3,169,737	4,000,276	4,793,868	5,295,397	10.46%
Benefits	1,408,781	1,952,138	2,650,163	2,585,116	-2.45%
Supplies	398,338	489,543	623,802	626,301	0.40%
Other Services	4,301,105	5,120,986	5,320,244	5,430,696	2.08%
Government Services	8,297,433	7,445,553	7,363,849	7,640,435	3.76%
Capital Outlay	77,909	33,017	33,000	89,735	171.92%
Reserves*	3,352,761	4,139,412	4,139,412	5,444,832	31.54%
TOTAL	21,006,064	23,180,925	24,924,338	27,112,512	8.78%
FINANCIAL SUMMARY BY DIVISION					
	2013-2014 Actual	2015-2016 Estimate	2015-2016 Budget	2017-2018 Budget	Percent Change
Customer Service	3,071,094	3,675,483	3,828,845	3,573,390	-6.67%
Administration	8,762,498	11,514,124	11,672,779	13,818,149	18.38%
Capital Construction	6,422,454	4,760,118	4,880,926	5,130,889	5.12%
Operations and Maint.	2,750,018	3,231,200	4,541,788	4,590,084	1.06%
TOTAL	21,006,064	23,180,925	24,924,338	27,112,512	8.78%
POSITION SUMMARY BY DIVISION					
	2013-2014 Actual	Adjustments	2015-2016 Budget	Adjustments	2017-2018 Budget
Customer Service	7.75	1.00	8.75	0.00	8.75
Administration	1.64	1.16	2.80	0.00	2.80
Operations and Maint.	18.30	4.10	22.40	2.75	25.15
TOTAL	27.69	6.26	33.95	2.75	36.70

¹⁵ City of Kirkland, WA. "Stormwater Utility Rate".

www.kirklandwa.gov/depart/Public_Works/Utilities/Storm_Surface_Water/About_the_Stormwater_Utility/Stormwater_UTILITY_Rate.htm.

¹⁶ City of Kirkland, WA "2017-2018 City of Kirkland, Washington Budget." Page 388.

www.kirklandwa.gov/Assets/Finance+Admin/2017-2018+Budget/2017-2018+Budget+Document.pdf.



City of Franklin, Tennessee

Stormwater Fund Review

City of Lenexa, KS

Lenexa, Kansas is an established suburb of Kansas City with an estimated population of 52,903 as of 2016 and distance of 16.0 miles to downtown Kansas City, MO. The Stormwater Fee is billed monthly and is among the simpler surveyed, with the exception that in addition to a residential and a commercial fee, there is also a development based Stormwater Fee. These are detailed below:

Exhibit 18: Lenexa, KS Stormwater Fee Schedules:¹⁷

STORMWATER	
	Monthly Fee p/ERU
Residential - Single Family	\$9.08
Commercial & Multi-Family*	\$9.08
*ERU = 2,750 sq ft impervious	

STORMWATER Development / Permitting	
	Fee p/ERU
Flat capital charge	\$1,086
Variable capital charge	3% total permitted project cost

The fees are used for both operating and capital activities, but the capital charges applied at permitting of new development are dispersed to the general fund. Stormwater fee revenues for FY 2018 total \$6.2 million. Capital contributions for FY18 total \$2.5 million.

Exhibit 19: Lenexa, KS Budget Summary¹⁸

Expenditure Information					
Expenditure Category	FY 2015 Actual	FY 2016 Actual	FY 2017 Original Budget	FY 2017 Revised Budget	FY 2018 Budget
Personal Services	\$1,285,664	\$1,277,182	\$1,472,798	\$1,472,798	\$1,636,175
Contractual Services	89,715	101,931	167,995	167,995	172,195
Commodities	52,170	64,889	132,870	132,870	133,180
Capital Outlay	183,307	213,760	0	214,483	75,000
Debt Service	3,822,306	3,864,769	4,111,014	3,825,113	4,078,915
Transfers	662,717	1,160,336	400,000	600,000	1,300,000
Reserves	0	0	1,033,001	0	827,016
Total	\$6,095,879	\$6,682,867	\$7,317,678	\$6,413,259	\$8,222,481

¹⁷ Finance Department. "Schedule of Fees As of September 1, 2018." City of Lenexa, KS. 1 September 2018. Page 50. www.lenexa.com/UserFiles/Servers/Server_4323159/File/Government/Departments/Finance/Schedule_of_Fees.pdf.

¹⁸ City of Lenexa, KS. "2018 Annual Budget Document". Page 132. www.lenexa.com/UserFiles/Servers/Server_4323159/File/Government/Departments/Finance/Budget/2018LenexaBudget.pdf.



City of Franklin, Tennessee

Stormwater Fund Review

City of Redmond, WA

The City of Redmond, Washington is similar to Kirkland but has the most complex fee and credit system surveyed. The monthly fee was last amended in 2018 and is applied according to the following exhibits:

Exhibit 20: Redmond, WA Stormwater Fee Calculations & Credit Structure¹⁹

Base Rate

The current base rate of \$16.56/impervious unit was initiated at the beginning of 2007. The minimum charge for any developed parcel is the base rate of \$16.56

Impervious Units

1 impervious unit = 2000 square feet of impervious area
Impervious units are truncated to the nearest tenth.
If, for example, a site had 33,000 square feet of roof and pavement area the impervious unit calculation would be: $33,000/2000 = 16.5$ impervious units.

Rate Adjustments

The rate adjustment increases or decreases the stormwater bill for a property to account for two factors that impact the quantity and quality of stormwater leaving a site: the Impervious Coverage Factor and Stormwater Credits.

Impervious Coverage – The percentage of land covered by impervious surfaces is called the “coverage”. If, for example, a 50,000 square foot site had 33,000 square feet of roof and pavement area, the site coverage would be $33,000/55,000 = 66\%$ and the rate adjustment (see table below) would be 1.40. The coverage factor adjustment accounts for the principal that the same square footage of impervious area from a small site has more impact than it does from a larger site and that systems serving higher density areas are more costly to maintain, repair, and replace.

For Impermeable Coverage Over	Rate Adjustment Is
30%	+1.10
40%	+1.20
50%	+1.30
60%	+1.40
70%	+1.50
80%	+1.60
90%	+1.70

Areas that drain to onsite infiltration systems receive a coverage factor of 1.0. If only a portion of a site drains to an infiltration system, the site receives a prorated coverage factor.

Stormwater Credits – Sites that have privately owned and maintained stormwater systems may qualify for stormwater credits. This is to account for the idea that these systems reduce the burden on the public stormwater system by reducing or slowing down the amount of water and/or removing pollutants from the water before it leaves the site. Credits are prorated for sites with multiple systems and for systems that only serve a portion of the site. There are two general types of credits: Flow Control and Water Quality.

¹⁹ City of Redmond, WA. “General Information on Redmond’s Stormwater Utility and Stormwater Billing” December 2016. <http://www.redmond.gov/common/pages/UserFile.aspx?fileId=197593>.

Exhibit 20: Redmond, WA (continued)

Flow Control Credits: These credits are given to systems that reduce or slow the volume of stormwater leaving the site. Types of systems that qualify for flow control credit include:

- On-site detention: ponds, vaults, or tanks that hold stormwater during rain events and slowly release it from the site;
- Direct discharge: piped systems that directly connect to Lake Sammamish or the Sammamish River;
- Infiltration: ponds, pipes, dry wells or other systems that infiltrate stormwater into the ground

The city offers 4 levels of flow control credits. Flow control credits are relative and proportionate to the ability of the system to control higher volumes of runoff. (See table below)

	Description	Examples	Discount
High Performance	Designed systems that prevent the majority of runoff from leaving the site.	Rainwater Harvesting and Reuse Full Infiltration or dispersion LID Performance Standard + Flow Control	-0.40
Full Control	Designed systems that control the majority of runoff from the site.	Detention (2001 Standard) Private Direct Discharge Infiltration (91% annual runoff volume)	-0.20
Partial Control	Designed systems that partially control the runoff from the site.	Detention (1992 Standard) Rainwater Harvesting (State Definition)	-0.10
Other Controls	Designed systems that reduce or control runoff in some manner but do not meet the criteria above. Typically older systems.	Other designed flow control Other designed infiltration LID Performance Standard	-0.05

Water Quality Credits: These credits are given to systems that remove pollution such as sediment, metals, and other chemicals from stormwater. Credit is also given to systems that infiltrate or reuse runoff from surfaces that do not require water quality treatment. Greater credit is given to systems that provide a higher level of water quality treatment.

Types of systems include bioswales, wet ponds and vaults, bioretention, rain gardens, Filterra units, and oil water separators. A credit is issued based on the level of treatment the system was designed to provide. The city offers 4 levels of water quality credits (See table below)

	Description	Examples	Discount
Advanced	Designed system that separates runoff from non pollution generating surfaces.	Infiltration of non pollution generating surfaces Rainwater Harvesting and Reuse	-0.20
Enhanced	Designed system that removes sediment, metals, and/or phosphorus to current ecology standard.	Enhanced Treatment	-0.15
Basic	Designed system that removes sediment to current ecology standard.	Basic Treatment	-0.10
Other	Designed systems that improve or monitor water quality in some manner but do not meet the criteria above.	State or City Required Monitoring Oil/Water Separator Other designed water quality	-0.05



City of Franklin, Tennessee

Stormwater Fund Review

Summary

Compared to the referenced cities with dedicated Stormwater fees and funds, Franklin appears to be on the low-end of both fees and complexity. Simplicity is not a negative, however if operational and capital demands are outpacing fund revenues, an increased fee structure could be warranted. The following exhibit is an attempt to consolidate the information collected and demonstrate the various fee structures researched:

Exhibit 21: Consolidated Stormwater Fee Schedule & Structures

City	Population	ERU	Type	Tiers	Monthly Rate	Tier Description
Franklin, TN	70,908	3,650	Residential	2	2.74	< 3,350 sq ft (impervious)
					4.38	> 3,350 sq ft (impervious)
			Non-Residential	1	3.65	p / ERU = 3,350 sq ft
Gallatin, TN	35,734	3,650	Residential	3	3.00	< 2,114 sq ft (impervious)
					5.00	2,115 - 6,560 sq ft (impervious)
					9.00	> 6,561 sq ft (impervious)
			Non-Residential	1	5.00	p / ERU = 3,650 sq ft
Nashville, TN	691,243	N/A	Residential	5	-	< 400 (impervious)
					1.50	400-2,000 (impervious)
					6.00	2001-6,000 (impervious)
					11.00	> 6,000 (impervious)
					3.00	p / unit
			Non-Residential	9	-	< 400 (impervious)
					10.00	400-6,000 (impervious)
					30.00	6,001-12,800 (impervious)
					70.00	12,801-25,600 (impervious)
					150.00	25,601-51,200 (impervious)
					300.00	51,201-300,000 (impervious)
					650.00	300,001-1,000,000 (impervious)
					1,300.00	> 1,000,000 (impervious)
					10.00	p / unit
Murfreesboro, TN	131,947	3,470	Residential	1	3.25	All
			Non-Residential	1	3.25	p / ERU = 3,470 sq ft (impervious)
La Vergne, TN	35,717	3,181	Residential	1	3.50	All
			Non-Residential	1	3.50	p / ERU = 3,181 sq ft (impervious)
Germantown, TN	39,141	N/A	Residential	3	3.00	Parcel = < 10k sq ft
					3.25	Parcel = 10-22k sq ft
					3.50	Parcel = > 22k sq ft
			Non-Residential	1	3.25	p / ERU (calculation of impervious, land use & runoff coefficient set by engineering dept.)



City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 21: Consolidated Stormwater Fee Schedule & Structures (cont.)²⁰

City	Population	ERU	Type	Tiers	Monthly Rate	Tier Description
Chattanooga, TN	177,571	3,200	Residential	1	9.60	p / ERU = 3,200 sq ft (impervious)
			Non-Residential	1	9.60	p / ERU = 3,200 sq ft (impervious)
Maryville, TN	28,765	2,400	Residential	2	3.97	All
					2.38	small residential exemption
			Non-Residential	1	3.97	p / ERU = 2,400 sq ft (impervious)
Johnson City, TN	66,391	3,315	Residential	4	1.51	< 1,691 sq ft (impervious)
					3.00	1,691-5,575 sq ft (impervious)
					5.04	> 5,575 sq ft (impervious)
			Non-Residential	1	2.13	Apartment/Condo p / unit
Kingsport, TN	53,374	3,794	Residential	4	3.00	p / ERU = 3,315 sq ft (impervious)
					3.50	Standard residential
					2.45	Small residential (calculation unknown)
			Non-Residential	1	4.90	Large residential (calculation unknown)
Lenexa, KS	53,553	2,750	Residential	1	2.10	Apartment/Condo p / unit
			Non-Residential	1	3.00	p / ERU = 3,794 sq ft (impervious)
Eagan, MN	66,428	N/A	Residential	1	9.08	p / ERU = 2,750 sq ft (impervious)
			Non-Residential	1	9.08	p / ERU = 2,750 sq ft (impervious)
			Residential	2	3.52	Townhomes (p / unit)
			Non-Residential	3	7.97	Multi-Family (impervious / acre ratio)
Kirkland, WA	87,701	2,600			6.74	Commercial (impervious / acre ratio)
					7.76	Public (impervious / acre ratio)
Kirkland, WA	87,701	2,600	Residential	1	17.55	p / ERU = 2,600 sq ft (impervious)
			Non-Residential	1	17.55	p / ERU = 2,600 sq ft (impervious) -- commercial & multi-family

For single-family residences (SFR), Franklin applies a small (\$2.74) or large (\$4.38) lot fee based on a flat mark of 3,350 sq. ft. impervious surface. Thus, SFR's with large amounts of impervious area are charged the same fee as SFR's with 3,351 sq. ft. Large houses and driveways are common factors that increase impervious surface substantially. Compared to other cities within the Tennessee, Franklin's fees are within range. Outside the state, fees trend higher depending on the region. It is common for other cities to have a multi-tiered fee schedule based on impervious surface area, consistent to Franklin's current approach.

For commercial property, Franklin's ERU factor of 3,350 sq. ft. is on the high end of this analysis. Cities in other states tend to hover between the 2,500-3,000-sq. ft., while Tennessee

²⁰ Information on the following Tennessee cities not otherwise detailed in this section can be found here:

Chattanooga: www.chattanooga.gov/public-works/water-quality-program/wq-fees-incentives.

Johnson City: www.johnsoncitytn.com/publicworks/stormwater/userfees/.

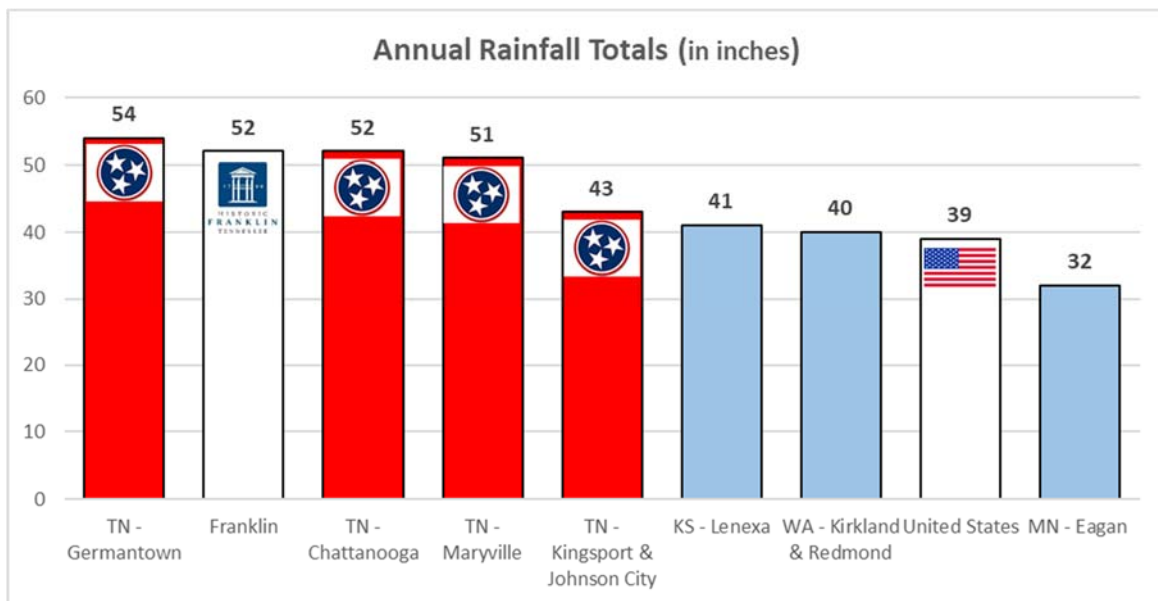
Kingsport: www.kingsporttn.gov/water-services/stormwater/.

Maryville: www.maryvillegov.com/storm-water-management.html#stormwaterrates.

jurisdictions trend between 3,000-3,300-sq. ft. Additionally, compared to other cities, Franklin's fee of \$3.65 p/ERU is on the low-end of this analysis.

Finally, Rainfall and climate is a factor to consider when comparing fees across different states. Areas with higher rainfall and wetter climates will naturally demand more surface water capital infrastructure and operational activities. While the other regions (upper Midwest, Pacific Northwest) have extended and consistent rain and /or snowfall patterns, in Middle-Tennessee rainfall comes in a more condensed heavy pattern. Both have unique but similar challenges with flooding and overall surface water mitigation, resulting in high capital and operational demands. However, by comparison, Franklin does see considerable rainfall, averaging 52 inches annually.

Exhibit 22: Annual Rainfall Totals





City of Franklin, Tennessee

Stormwater Fund Review

This page left intentionally blank.



Section IV:

Fund Analysis

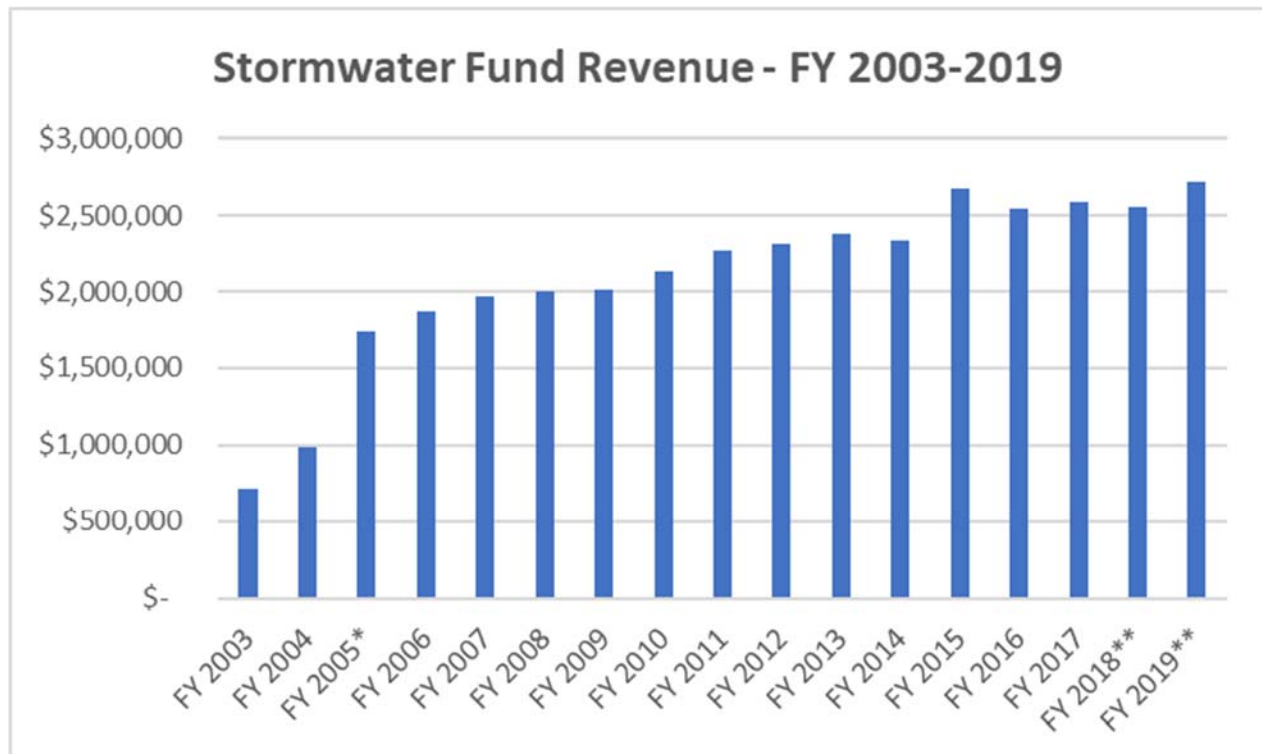


Section IV: Fund Analysis

Now that the operations of the fund have been examined and how other municipalities have provided for Stormwater services, sufficient information exists to analyze the fund.

The current fee, set last in 2004 has provided a reliable amount of revenue for the fund since its inception.

Exhibit 23: Historic Stormwater Fund Collections – Inception to Today



**2005 had an audit adjustment in revenues. **2018 and 2019 are estimated amounts.*

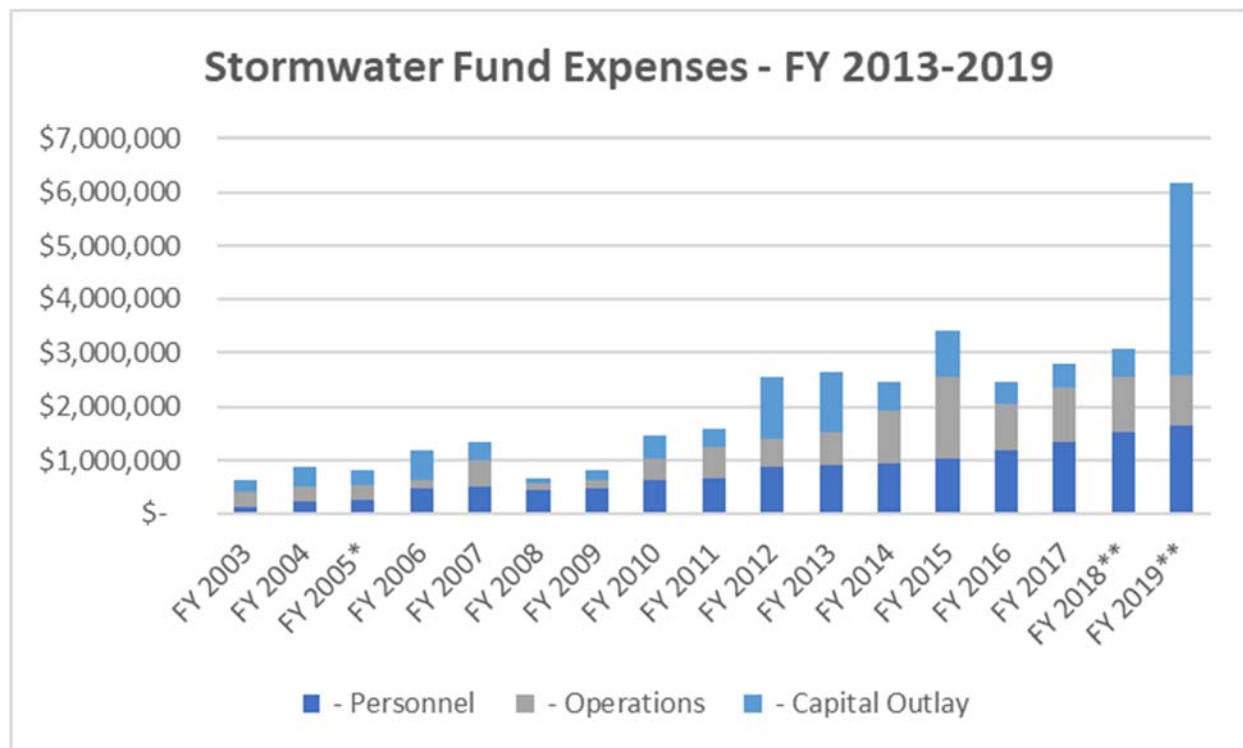
From a starting point of under \$1,000,000 annually, revenues collected from primarily Stormwater use fees grew significantly in the early years, but the rate of growth has slowed in the last decade. Since the fee has not been raised, this growth has been entirely attributable to growth within the community.



City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 24: Historic Stormwater Fund Expenses – Inception to Today



*2005 had an audit adjustment in revenues. **2018 and 2019 are estimated amounts.

Expenses in the fund have focused in two areas – operations and capital contributions. The operations costs – both personnel and operating expenses – pay for the 22 employees and support the city’s compliance with maintaining our MS4 permit. Capital contributions include those costs of projects directly related to improving the proper collection and disbursement of Stormwater or the components of bigger transportation projects which have an eligible Stormwater component.

Over time, operating costs have steadily increased as a) the demands of meeting our obligations under the NPDES permit have increased, and b) the community has continued to grow. This growth has led to the City hiring ever increasing numbers of employees (see Appendices for a history of authorized staffing FY 2003-2019) both as Water Quality Specialists inspecting waterways and construction sites but also equipment operators responsible for cleaning ever increasing numbers of catch basins and sweeping streets.

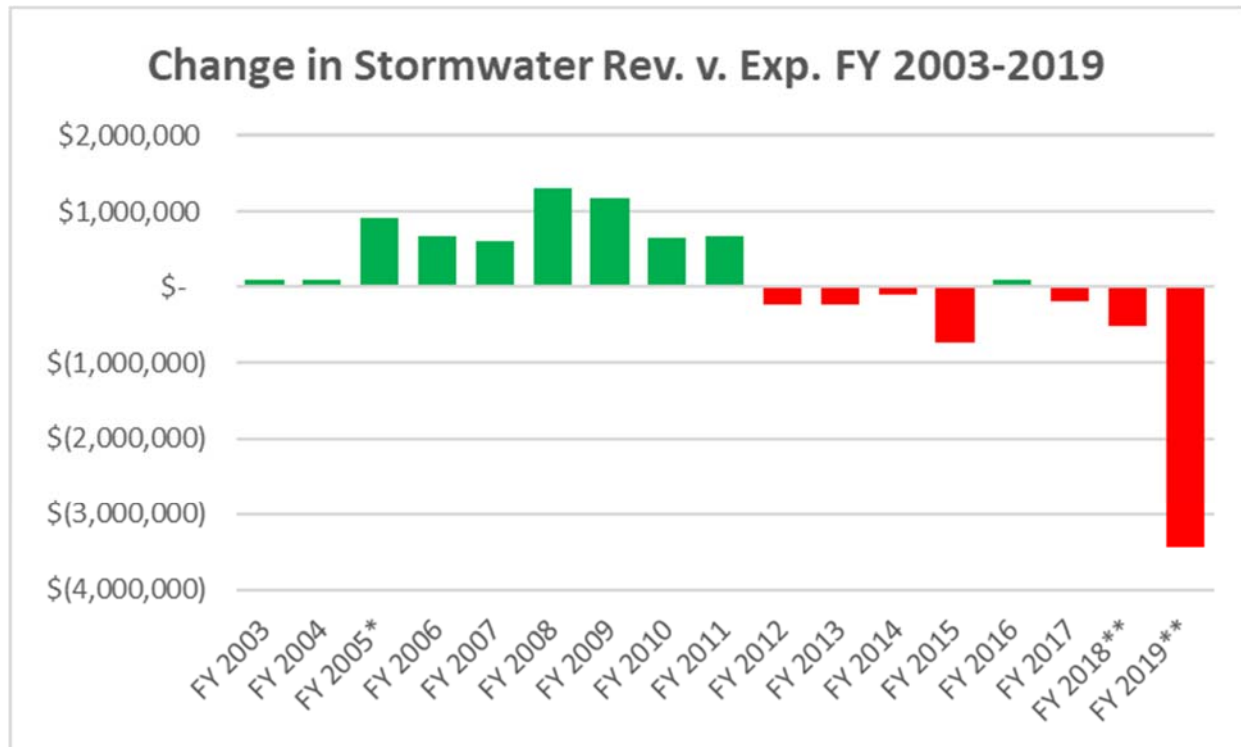


City of Franklin, Tennessee

Stormwater Fund Review

The healthy revenue growth has kept pace with the standard operations of the fund, until recently. Over the first decade and one-half, revenues outpaced expenses for the first nine years. But in the last 8 years, only one has produced a surplus as shown in Exhibit 25:

Exhibit 25: Historic Year-Over-Year Stormwater Fund Balance Change – Inception to Today



*2005 had an audit adjustment in revenues. **2018 and 2019 are estimated amounts.

The reasons for this decrease in fund balance vary. In some years, revenue collection has declined slightly year over year while operating costs have steadily increased (see Appendices Historic Financials FY 2003-2019). When a large spike in expenses occur, however, it has been attributable each time to either direct spending on (or a transfer for a Stormwater component) of a capital project.

Moving forward, this trend is expected to continue. The forecast on the next page shows the FY 2019 budget and a forecast for FY 2020-2022. Only recurring revenues and expenses along with approved capital projects are shown.



City of Franklin, Tennessee

Stormwater Fund Review

Exhibit 26: Stormwater Fund Forecast FY 2019-2022

	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast
Beginning Balance	\$ 4,324,344	\$ 2,573,511	\$ 2,376,750	\$ 2,156,718
Revenues	\$ 2,722,281	\$ 2,776,727	\$ 2,832,261	\$ 2,888,906
Personnel	\$ 1,668,528	\$ 1,755,021	\$ 1,841,962	\$ 1,934,060
Operations	\$ 913,586	\$ 938,466	\$ 960,331	\$ 979,538
Capital	\$ 1,891,000	\$ 280,000	\$ 250,000	\$ 250,000
Streets Capital	\$ 331,000	\$ 250,000	\$ 250,000	\$ 250,000
Engineering Capital (Commitments)	\$ 1,560,000	\$ 30,000	\$ -	\$ -
Expenses	\$ 4,473,114	\$ 2,973,487	\$ 3,052,293	\$ 3,163,598
Remaining Fund Balance	\$ 2,573,511	\$ 2,376,750	\$ 2,156,718	\$ 1,882,027

As shown above, the recurring expenses of the fund have now begun to outstrip recurring revenues. With or without further capital expenditure, the fund will eventually end up in a negative balance should this trend continue.

Capital projects, however, are a large consideration as the city has many projects which are eligible for funding via the Stormwater Fund if resources are available. The FY 2019-2028 Capital Improvement Plan forecasts \$14,476,000 million in direct Stormwater funded projects, with and \$5,749,000 more in transportation projects that have a Stormwater component which could be funded from the Stormwater Fund.

Exhibit 27: Stormwater Projects in the FY 2019-2028 Capital Investment Program²¹

Category	#	Priority	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	Total
Stormwater													
Ralston Creek at Liberty Hills Stream Restoration	SWP6001	2	50,000	300,000									350,000
Parkview Drainage Project	SWP6002	1					120,000	450,000	1,680,000				2,250,000
100 Block Battle Avenue Drainage Improvements	SWP6003	2	1,500,000	350,000									1,850,000
Figures Drive Area Drainage Improvements	SWP6004	1				150,000	400,000	1,296,000					1,846,000
Jordan Branch (Cool Springs E) Stream Restoration	SWP6005	4	760,000										760,000
Maplewood Stormwater Project	SWP6007	4	500,000	30,000									530,000
Carnton Ln Bridge Replacement	SWP6008	4	300,000										300,000
Carlisle HOA Culvert Project	SWP9001	3	35,000	500,000									535,000
Fairground Drainage Improvements	SWP9002	1			100,000	1,500,000							1,600,000
USACE - Home Raising Project	SWP9003	2	250,000	3,750,000									4,000,000
West Main Bridge Widening Project	SWP9004	3			60,000	395,000							455,000
Stormwater Total			3,395,000	4,930,000	160,000	2,045,000	520,000	1,746,000	1,680,000				14,476,000
GRAND TOTAL			3,395,000	4,930,000	160,000	2,045,000	520,000	1,746,000	1,680,000				14,476,000

²¹ City of Franklin, TN. "FY 2019-2028 Capital Investment Program. 11 October 2018. Page 211.
www.franklintn.gov/home/showdocument?id=28118.



City of Franklin, Tennessee

Stormwater Fund Review

These forecasts indicate that the fund will not be able to sustain either operations nor capital contributions moving forward. The table below shows the anticipated balance on the fund over the next ten years if the fee is not adjusted and only operations are funded at their current level.

Exhibit 28: FY 2019-2028 – Ten-Year Forecast of the Stormwater Fund*

	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	2023 Forecast
Beginning Balance	\$ 4,324,344	\$ 2,573,511	\$ 2,376,750	\$ 2,156,718	\$ 1,882,027
Revenues	\$ 2,722,281	\$ 2,776,727	\$ 2,832,261	\$ 2,888,906	\$ 2,946,685
Personnel	\$ 1,668,528	\$ 1,755,021	\$ 1,841,962	\$ 1,934,060	\$ 2,030,763
Operations	\$ 913,586	\$ 938,466	\$ 960,331	\$ 979,538	\$ 999,128
Capital	\$ 1,891,000	\$ 280,000	\$ 250,000	\$ 250,000	\$ 250,000
Streets Capital	\$ 331,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Engineering Capital	\$ 1,560,000	\$ 30,000	\$ -	\$ -	\$ -
Expenses	\$ 4,473,114	\$ 2,973,487	\$ 3,052,293	\$ 3,163,598	\$ 3,279,891
Remaining Fund Balance	\$ 2,573,511	\$ 2,376,750	\$ 2,156,718	\$ 1,882,027	\$ 1,548,820
	2024 Forecast	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Beginning Balance	\$ 1,548,820	\$ 1,153,026	\$ 690,347	\$ 156,247	\$ (454,061)
Revenues	\$ 3,005,618	\$ 3,065,731	\$ 3,127,045	\$ 3,189,586	\$ 3,253,378
Personnel	\$ 2,132,301	\$ 2,238,916	\$ 2,350,862	\$ 2,468,405	\$ 2,591,826
Operations	\$ 1,019,111	\$ 1,039,493	\$ 1,060,283	\$ 1,081,489	\$ 1,103,118
Expenses	\$ 3,151,412	\$ 3,278,409	\$ 3,411,145	\$ 3,549,894	\$ 3,694,944
Capital	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Streets Capital	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Engineering Capital	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 3,401,412	\$ 3,528,409	\$ 3,661,145	\$ 3,799,894	\$ 3,944,944
Remaining Fund Balance	\$ 1,153,026	\$ 690,347	\$ 156,247	\$ (454,061)	\$ (1,145,627)

*Forecast assumes 2% annual growth in Revenues with a 5% increase in Personnel Expenses and 2% annual growth in Operations Expenses.

Summary

The forecast indicates that the fund will be depleted of fund balance by FY 2027 should the status quo be maintained. It would be in violation of State Fund Balance requirements by FY 2025. This forecast drop in fund balance would increase far quicker if additional funds are spent on the over \$20,000,000 in proposed Stormwater capital projects. Staff recommends that additional funding for Stormwater activities, both operating and capital, be identified to maintain a high level of service. Options for such funding may be an increase to the Stormwater utility rates, a transfer from the General Fund or some combination thereof.



Section V:

Recommendations & Next Steps

Section V: Recommendations & Next Steps

The City of Franklin's Stormwater Fund was created in Fiscal Year 2003 in order to account for activities necessary for the City's continued compliance with the National Pollution Discharge Elimination System (NPDES). Over time it has grown to fund necessary compliance activities, street sweeping and catch basin maintenance and overall educational efforts to reduce the City's overall storm water discharge. All of the activities – whether they be maintenance and supervision in operations or one-time capital contributions and projects which reduce flooding risk have merit, but the fund is no longer able to sustain all of the activities it has in the past without structural change.

Staff recommends to the Board a few recommendations and a series of next steps:

Recommendations:

- 1) **Additional funding should be dedicated to Stormwater operations and capital needs.**
First and foremost, the fee should likely be adjusted. It has not been raised in 14 years, and comparative fees throughout Tennessee and the United States indicate that Franklin is on the low end of scale – both in the fee assessed and the rate structure. How that is to be achieved is up for further discussion and debate (see **Next Steps**).
- 2) Title 23, the section of City Code which contains the authorization for the Stormwater Fund, should be amended to include language similar to other funds which require a mandatory review of the fee no less than every five fiscal years. In addition, Title 23 needs the same standard cleanup to include the same language on assessing penalties and interest which Title 17 and Title 18 have gone through in recent years.

Next Steps:

- 1) Review this report and provide feedback to staff. The key question which the BOMA should consider is to what level should the Stormwater Fund continue to support both operations and capital expenses which in the past have been charged against the fund.
- 2) Should the BOMA wish, direct staff to prepare several options which show what different residential and non-residential tiers look like, as well as how fees could be increased (or not dependent upon how the tiers are structured).
- 3) Also should the BOMA wish, staff will also prepare the impacts of transfers from the General Fund for funding a part or all of identified Stormwater capital projects through the FY 2019-2028 Capital Investment Program.
- 4) Staff will prepare the various options as part of the FY 2020 annual operating budget process and have a review ready by the March 2019 Budget review of the Stormwater Fund. This would also enable the BOMA to have sufficient time to review changes to the fee structure and approve in May & June as part of the annual operating budget process.



Section VI: Appendices

Historic Financials Since Inception of Fund (2003) to Today (2019)

Historic Staffing Levels Since Inception of Fund (2003) to Today (2019)

City of Redmond, Washington Rate Adjustment Examples

Monthly Fee per Typical Residence for Larger Municipalities (2017)

Ordinance 2001-53: Authorizing Stormwater Management Ordinance

Ordinance 2002-14: Original Authorizing Ordinances for the Stormwater Fee

Ordinance 2004-25: Current Authorizing Ordinance for the Stormwater Fee



City of Franklin, Tennessee

Stormwater Fund Review

This page left intentionally blank.



City of Franklin, Tennessee

Stormwater Fund Review

Historic Financials – FY 2003-2019

Stormwater Fund - Activity since Inception - FY 2003 to FY 2019

The following table shows the performance of the Stormwater Fund over the seventeen-year existence of the fund - FY 2003 through FY 2019.

	FY 2003	FY 2004	FY 2005*	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
Beginning Fund Balance	\$ -	\$ 85,142	\$ 44,982	\$ 954,988	\$ 1,640,902	\$ 2,255,949	\$ 3,573,362	\$ 4,754,751	\$ 5,407,750
+ Revenues	\$ 717,192	\$ 982,148	\$ 1,735,994	\$ 1,868,164	\$ 1,962,406	\$ 1,999,575	\$ 2,014,752	\$ 2,129,259	\$ 2,271,022
- Year over Year Growth	N/A	36.94%	76.75%	7.61%	5.04%	1.89%	0.76%	5.68%	6.66%
- Personnel	\$ 104,778	\$ 253,929	\$ 264,441	\$ 486,853	\$ 530,277	\$ 449,041	\$ 472,903	\$ 647,942	\$ 676,390
- Year over Year Growth	N/A	142.35%	4.14%	84.11%	8.92%	-15.32%	5.31%	37.01%	4.39%
- Operations	\$ 320,260	\$ 254,837	\$ 270,494	\$ 146,342	\$ 482,451	\$ 124,318	\$ 169,968	\$ 382,660	\$ 569,824
- Year over Year Growth	N/A	-20.43%	6.14%	-45.90%	229.67%	-74.23%	36.72%	125.14%	48.91%
- Capital Outlay	\$ 207,012	\$ 376,599	\$ 291,053	\$ 549,055	\$ 334,631	\$ 108,803	\$ 190,492	\$ 445,658	\$ 336,605
- Year over Year Growth	N/A	81.92%	-22.72%	88.64%	-39.05%	-67.49%	75.08%	133.95%	-24.47%
- Expenditures	\$ 632,050	\$ 885,365	\$ 825,988	\$ 1,182,250	\$ 1,347,359	\$ 682,162	\$ 833,363	\$ 1,476,260	\$ 1,582,819
- Year over Year Growth	N/A	40.08%	-6.71%	43.13%	13.97%	-49.37%	22.16%	77.14%	7.22%
= Change in Rev. vs. Exp.	\$ 85,142	\$ 96,783	\$ 910,006	\$ 685,914	\$ 615,047	\$ 1,317,413	\$ 1,181,389	\$ 652,999	\$ 688,203
= Ending Balance	\$ 85,142	\$ 181,925	\$ 954,988	\$ 1,640,902	\$ 2,255,949	\$ 3,573,362	\$ 4,754,751	\$ 5,407,750	\$ 6,095,953

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018**	FY 2019**
Beginning Fund Balance	\$ 6,095,953	\$ 5,858,322	\$ 5,615,101	\$ 5,511,065	\$ 4,783,235	\$ 4,873,735	\$ 4,687,695	\$ 4,171,436
+ Revenues	\$ 2,313,402	\$ 2,383,896	\$ 2,340,962	\$ 2,673,347	\$ 2,546,681	\$ 2,590,187	\$ 2,559,489	\$ 2,722,281
- Year over Year Growth	1.87%	3.05%	-1.80%	14.20%	-4.74%	1.71%	-1.19%	6.36%
- Personnel	\$ 888,171	\$ 903,101	\$ 948,571	\$ 1,047,100	\$ 1,177,449	\$ 1,345,212	\$ 1,536,864	\$ 1,668,528
- Year over Year Growth	31.31%	1.68%	5.03%	10.39%	12.45%	14.25%	14.25%	8.57%
- Operations	\$ 513,392	\$ 614,311	\$ 969,559	\$ 1,510,490	\$ 881,055	\$ 1,019,535	\$ 1,017,214	\$ 913,586
- Year over Year Growth	-9.90%	19.66%	57.83%	55.79%	-41.67%	15.72%	-0.23%	-10.19%
- Capital Outlay	\$ 1,149,470	\$ 1,109,705	\$ 526,868	\$ 843,587	\$ 397,677	\$ 411,480	\$ 521,670	\$ 3,576,000
- Year over Year Growth	241.49%	-3.46%	-52.52%	60.11%	-52.86%	3.47%	26.78%	585.49%
- Expenditures	\$ 2,551,033	\$ 2,627,117	\$ 2,444,998	\$ 3,401,177	\$ 2,456,181	\$ 2,776,227	\$ 3,075,748	\$ 6,158,114
- Year over Year Growth	61.17%	2.98%	-6.93%	39.11%	-27.78%	13.03%	10.79%	100.22%
= Change in Rev. vs. Exp.	\$ (237,631)	\$ (243,221)	\$ (104,036)	\$ (727,830)	\$ 90,500	\$ (186,040)	\$ (516,259)	\$ (3,435,833)
= Ending Balance	\$ 5,858,322	\$ 5,615,101	\$ 5,511,065	\$ 4,783,235	\$ 4,873,735	\$ 4,687,695	\$ 4,171,436	\$ 735,603

*Fund Balance Restatement, FY 2005 Audit (page 60).

**Estimates

Source: City of Franklin, Finance Department. Comprehensive Annual Financial Reports & Annual Operating Budgets.



City of Franklin, Tennessee

Stormwater Fund Review

Historic Staffing Levels – FY 2003-FY 2019

The following tables show the authorized budgeted staffing against the Stormwater Fund from its inception to today.

Staffing by Position

Position	Pay Grade	FY 2003		FY 2004		FY 2005		FY 2006		FY 2007		FY 2008		FY 2009		FY 2010		FY 2011	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Stormwater - Engineering																			
Stormwater Man. Coordinator	Grade I	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0
Water Quality Specialist III	Grade H	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Quality Specialist II	Grade G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Quality Specialist I	Grade F	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stormwater - Streets																			
Stormwater Inspector	Grade F	0	0	0	0	1	0	1	0	2	0	2	0	2	0	2	0	2	0
Stormwater Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0
Crew Chief	Grade E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Equipment Operator	---	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0
Equipment Operator Sr.	---	0	0	0	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0
Equipment Operator	Grade D	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crew Worker	Grade B	0	0	0	0	0	0	0	0	1	0	1	0	1	0	1	0	1	0
Intern	---	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals		5	0	5	0	9	0	9	0	11	0	11	0	11	0	11	0	11	0

Position	Pay Grade	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016		FY 2017		FY 2018		FY 2019	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Stormwater - Engineering																	
Stormwater Man. Coordinator	Grade I	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0
Water Quality Specialist III	Grade H	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0
Water Quality Specialist II	Grade G	0	0	0	0	1	0	1	0	3	0	3	0	2	0	0	0
Water Quality Specialist I	Grade F	1	0	1	0	1	0	2	0	1	0	1	0	2	0	4	0
Stormwater - Streets																	
Stormwater Inspector	Grade F	2	0	2	0	2	0	2	0	2	0	3	0	3	0	3	0
Stormwater Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0
Crew Chief	Grade E	0	0	0	0	0	0	2	0	2	0	2	0	2	0	2	0
Heavy Equipment Operator	---	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Equipment Operator Sr.	---	7	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0
Equipment Operator	Grade D	1	0	1	0	10	0	8	0	8	0	8	0	8	0	9	0
Crew Worker	Grade B	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0
Intern	---	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Totals		16	1	16	1	17	0	18	0	19	0	20	0	21	0	22	0

Source: City of Franklin, Finance Department, Annual Operating Budgets.



City of Franklin, Tennessee

Stormwater Fund Review

Detailed information: City of Redmond, WA: Rate Adjustment Examples

The rate adjustment is calculated by adding each applicable credit to the coverage factor.

$$\text{Rate Adjustment} = \text{Impervious Coverage Factor} + \text{Flow Control Credit} + \text{Water Quality Credit}$$

Examples:

Examples using the 50,000 square foot site described above (66% Impervious with 16.5 Impervious units)

Example 1: Flow control with water quality

This parcel has a pond designed to the 1992 standard and a bioswale that provides basic treatment

The rate adjustment would be calculated with the following:

Impervious coverage factor = 1.4

Flow Control Credit = -.10

Water Quality Credit = -.10

The rate adjustment would be $1.4 - .10 - .10 = 1.2$

The monthly bill would be:

$\$16.56 \text{ (Base Rate)} \times 16.5 \text{ (Impervious Units)} \times 1.2 \text{ (Rate Adjustment)} = \327.88

Example 2: Infiltration with water quality

This site has an infiltration trench designed to manage 100% of the annual stormwater runoff and a wet pond that provides basic treatment prior to infiltration.

The rate adjustment would be calculated with the following:

Impervious coverage factor = 1

Flow Control Credit = -.40

Water Quality Credit = -.10

The rate adjustment would be $1.0 - .40 - .10 = 0.5$

The monthly bill would be:

$\$16.56 \text{ (Base Rate)} \times 16.5 \text{ (Impervious Units)} \times 0.5 \text{ (Rate Adjustment)} = \136.62



Detailed information: City of Redmond, WA: Rate Adjustment Examples

Example 3: Infiltration with water quality (80% of the site drains to the stormwater system)

This site has an infiltration trench designed to manage 100% of the annual stormwater runoff and a bioswale that provides basic treatment prior to infiltration, however only 80% of the site drains to these systems. The rest of the site does not receive any credits.

In this case each portion of the parcel is calculated separately and then prorated to arrive at a rate adjustment for the whole site.

For the area that drains to the stormwater system:

The rate adjustment would be calculated with the following:

Impervious coverage factor = 1

Flow Control Credit = -.40

Water Quality Credit = -.10

The rate adjustment would be $1.0 - .40 - .10 = 0.5$

For the area NOT managed by a stormwater system:

The rate adjustment would be calculated with the following:

Impervious coverage factor = 1.4

Since there are no flow control or water question credits, the rate adjustment would be 1.4

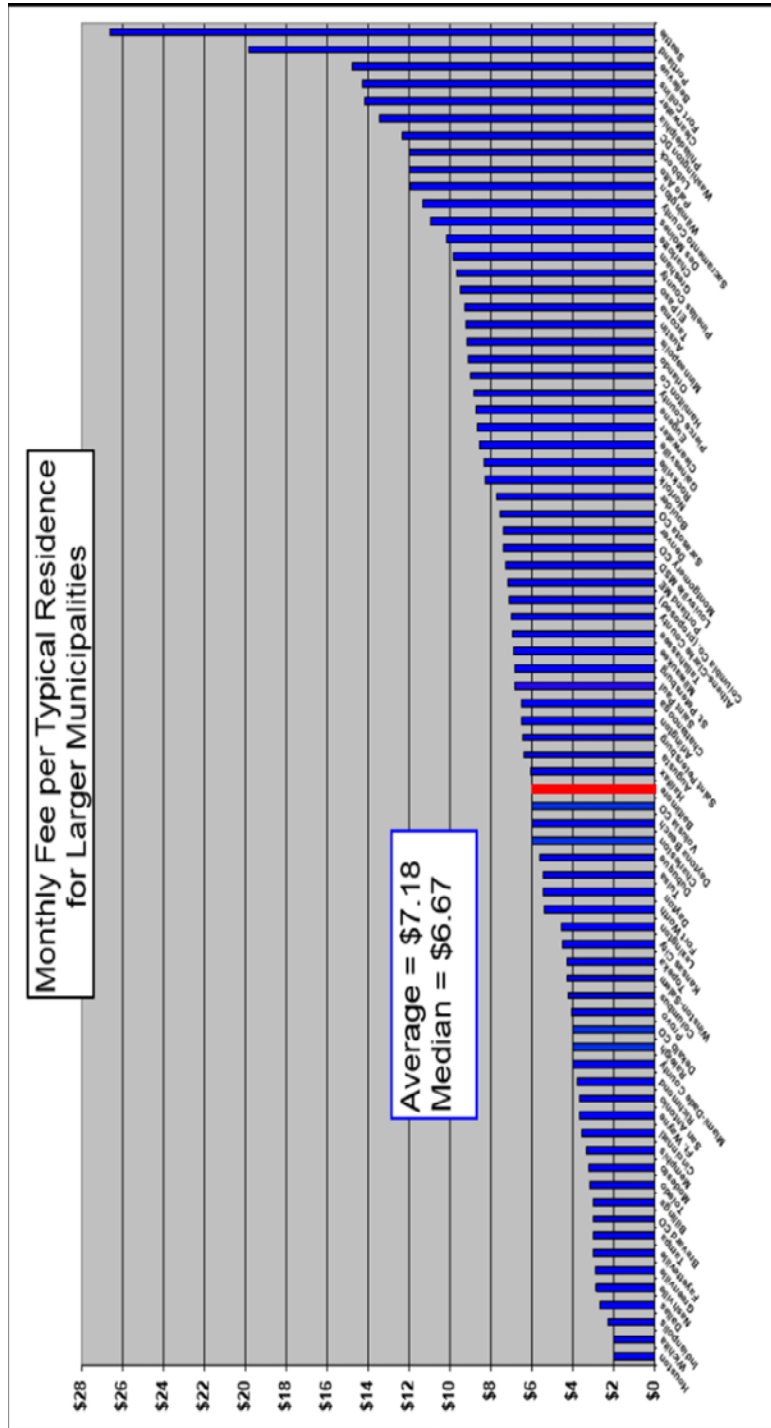
To arrive at a rate adjustment for the parcel, each portion is prorated and combined:

$0.5 \times .8 + 1.4 \times .2 = .68$

The monthly bill would be:

$\$16.56 \text{ (Base Rate)} \times 16.5 \text{ (Impervious Units)} \times .68 \text{ (Rate Adjustment)} = \185.80

Monthly Fee per Typical Residence for Larger Municipalities (2017)²²



²²City of Nashville, TN.

<https://www.nashville.gov/Portals/0/SiteContent/WaterServices/Stormwater/docs/FeeRestructure/rate%20comparison%20v2018.1.11.pdf>

ORDINANCE 2001-53

TO BE ENTITLED: "AN ORDINANCE AMEND TITLE SIXTEEN OF THE FRANKLIN MUNICIPAL CODE TO ENACT STORMWATER MANAGEMENT STANDARDS."

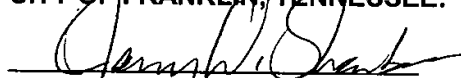
SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the attached "Stormwater Management Ordinance" shall be and it is hereby adopted and that the said ordinance shall be codified as a new Chapter 6 of Title 16 of the Franklin Municipal Code.

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

ATTEST:


JAMES R. JOHNSON
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:


JERRY W. SHARBER
Mayor

PASSED FIRST READING: 3/12/2002

PASSED SECOND READING: 4/9/2002

DRAFT
8/31/01

Stormwater Management Ordinance

Section 1 – Title and Purpose

This ordinance shall be known as the "*Stormwater Management Ordinance*" for the City of Franklin, Tennessee.

Whereas, inadequate management of stormwater runoff from development in a watershed increases flood flows and velocities, erodes and/or silts stream channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, surface water runoff can carry pollutants and higher velocities into receiving waters. The potential impacts of these pollutants and higher velocities include:

1. Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of water flowing, the destruction of habitats, and the loss of plant and animal life;
2. Posing significant health risks through increased bacteria;
3. Accelerating eutrophication of receiving waters by introducing excessive nutrient loads;
4. Increasing metal deposits creating toxicity for aquatic life;
5. Reducing oxygen levels because of oil, grease and organic matter; and
6. Affecting animal and plant life, adversely, due to changing temperatures of receiving waters,

Whereas, uncontrolled stormwater drainage can increase the incidence of flooding and the level of floods which occur, endangering roads, other public and private property and human life.

Whereas, altered land surfaces can change the rate and volume of runoff. These changes may result in the following:

1. Erosion and slumping of streambanks, resulting in widening of streams;
2. Undercut root systems;
3. Increased erosion rates; and
4. Uniform and shallow streambeds, providing less varied aquatic habitats.

Whereas, adverse water quality and quantity consequences described above may result in substantial economic losses. Potential losses include, but are not limited to, increased wastewater treatment costs, diminished property values, increased flood damages, as well as state and federal fines associated with water quality violations.

Whereas, many future problems can be avoided through proper stormwater management whereby a comprehensive and reasonable program of regulations is fundamental to the public health, safety, and welfare and to the protection of the citizenry and environment.

Whereas, every parcel of real property, both public and private, either uses or benefits from the maintenance of the City of Franklin's stormwater system.

Whereas, current and anticipated growth will contribute to and increase the need for improvement and maintenance of the stormwater system.

This Ordinance is intended to manage the manner in which stormwater is addressed in areas of new development, redevelopment and significant redevelopment through the course of construction and post-construction to maintain or benefit water quantity, water quality and the effects on the quality of life and character of the City of Franklin, Tennessee. This ordinance sets general policy and stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials.

Section 2 – Jurisdiction

- 2.1 The *Stormwater Management Ordinance* shall govern all properties within the corporate limits of the City of Franklin, Tennessee.
- 2.2 Exemptions from article – The following development activities are exempt from the provisions of this article and requirements of providing stormwater management:
 - 2.2.1 Agricultural land management activities.
 - 2.2.2 Additions or modifications to existing detached single-family dwellings.
 - 2.2.3 Developments that do not disturb more than 5,000 square feet of land use. This exception may not be applied for contiguous properties that may have been subdivided and/or are attributed to multiple separate owners. This exemption does not apply to any discharge of sediment or other form of water pollution that may leave a small site.

Section 3 – Definitions

For the purpose of this ordinance, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word “shall” connotes mandatory and not discretionary; the word “may” is permissive.

The following definitions shall apply in the interpretation of this Ordinance and in any regulations promulgated hereunder, unless specifically stated otherwise:

100-year flood event – See Base Flood

Active Construction Sites – Any site that has a permit for grading or other activities (even if actual construction is not proceeding) and any site where construction is occurring regardless of permits acquired.

Appeal – A request for a review of the Director of Engineering’s interpretation of any provision of these regulations.

Architect – An architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of building architecture.

Base Flood – The flood having a one percent chance of being equaled or exceeded in any given year. While this statistical event may occur more frequently, it may also be known as the “100-year flood event”.

Blue line streams – Streams that are represented on the United States Department of the Interior Geological Survey (USGS) 1:24,000 quadrangle maps.

BMP – Best Management Practice. This may refer collectively or specifically to a structural or non-structural practice intended to address water quantity or quality as best available.

BMP Treatment Train – A technique for progressively selecting various stormwater management practices to address water quality, by which groups of practices may be used to achieve a treatment goal while optimizing effectiveness, maintenance needs and space.

Bridge – A man made conveyance of stormwater flows.

Building – Any structure built for support, shelter, or enclosure for any occupancy or storage.

Channel – A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined channel.

City – The City of Franklin, Tennessee

Culvert – A man made conveyance of stormwater flows. This may include a pipe or other constructed conveyance.

Cross-drain – A culvert used to convey flow under a road or other obstruction between channels or surface flow.

Critical area – A site subject to erosion or sedimentation as a result of cutting, filling, grading, or other disturbance of the soil; a site difficult to stabilize due to exposed subsoil, steep slope, extent of exposure, and other conditions.

Critical design-storm period – refers to the time frame in which detention volume must be controlled with the pre-development flow volume as a maximum limit. It assumes a design period for an NRCS (formerly SCS) type II design storm. This is a watershed specific parameter that may be specified by the Director of Engineering, but may be assumed as 10 to 14 hours for small and medium watersheds (order of less than 10 square miles) and 10 to 18 hours for large watersheds (order of 10 to 40 square miles).

Critical service roads – Designated city evacuation routes, or other access to police, fire, emergency medical services, hospitals, or shelters.

Cut – Portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface.

Detention – The temporary delay of storm runoff prior to discharge into receiving waters.

Developer – Any individual, firm, corporation, association, partnership, or trust involved in commencing proceedings to effect development of land for himself or others. This includes any legal or engineering representative of the “developer”.

Development – Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).

Director of Engineering – Refers to the City of Franklin, Tennessee Engineer and designated staff.

Drainage Basin – A part of the surface of the earth that is occupied by and provides surface water runoff into a stormwater management system (MS4 of Waters of the State), which consists of a surface stream or a body of impounded surface water together with all tributary surface streams and bodies of impounded surface water.

Drainage Well – A bored, drilled, driven, dug, or naturally occurring shaft or hole with a depth greater than the largest surface dimension; used to drain surface fluid, primarily storm runoff, into a subsurface or karst formation. Also known as “dry well” or “sinkhole”.

Engineer – An engineer duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.

EP&SC – Erosion prevention and sediment control; see “erosion prevention” and “sediment control”

Erosion – The disintegration or wearing away of soil by the action of water in the form of flowing water or precipitation impact.

Erosion prevention – (EP) practices implemented to prevent, through shielding, binding or other mechanism(s), the suspension of soil particles, often associated with erosion prevention and sedimentation control.

Excavation – See cut.

Existing Grade – The slope or elevation of existing ground surface prior to cutting or filling.

Existing Construction – Any structure for which the “start of construction” commenced before the effective date of these regulations.

Fill – Portion of land surface or area to which soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.

Finished Grade – The final slope or elevation of the ground surface, after cutting or filling.

Flood or Flooding – Water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.

Flood Insurance Rate Map (FIRM) – An official map of the City of Franklin, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the City of Franklin.

Flood Insurance Study – The official report provided by the Federal Emergency Management Agency. The report contains elevations of the base flood, floodway widths, flood velocities, and flood profiles.

Flood Plain – The relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water which has been or may be covered temporarily by floodwater. For purposes of this manual, the flood plain is defined as the 100-year floodplain having a one percent chance of being equaled or exceeded in any given year.

Floodproofing – A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding primarily for the reduction or elimination of flood damages to properties, water and sanitary facilities, structures, and contents of buildings in a flood hazard area.

Floodway – That portion of the stream channel and adjacent flood plain required for the passage or conveyance of a 100-year flood discharge. The floodway boundaries are placed to limit encroachment in the flood plain so that a 100-year flood discharge can be conveyed through the flood plain without materially increasing (less than one foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities and due consideration should be given to effects of fill, loss of cross sectional flow area, and resulting increased water surface elevations.

Floodway Fringe – That portion of the flood plain lying outside the floodway.

Floor - The top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Functionally Dependent Facility - A facility that cannot be used for its intended purpose unless it is located or carried out in proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Grading – Any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural, or man-made, is removed; or any watercourse or body of water, either natural or man-made, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition. Grading activities may only be performed with a Stormwater Management Permit.

Greenway right-of-way – Property that has been designated for use by the city in support of greenway activities. This may include, but does not require, the use of trails or walkways to provide access to the general public. A greenway that is not defined with a right-of-way may have restricted access (ie. Not accessible to the general public).

Highest Adjacent Grade – The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure Designation – Any structure that is: listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historical district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or listed individually on a state or local inventory of historic places which have been approved by the Secretary of the Interior.

Impervious Surface – A term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.

Landscape Architect – A landscape architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of landscape architecture.

Land Surveyor – A land surveyor duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of land surveying.

Lowest Floor – The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage and in an area other than the basement area, is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the elevation design requirements of these regulations.

Master plan – any study or plan prepared by or accepted by the City of Franklin that identifies solutions to water quantity or quality problems. Also known as Basin Study or Plan, Flood Management Study or Plan or Water Quality Management Study or Plan.

MS4 – Municipal Separate Storm Sewer System, the portion of public infrastructure that is not considered "Waters of the State". Usually MS4 refers to wet-weather conveyances while "Waters of the State" dry-weather conveyances. This determination is made by the Tennessee Department of Environment and Conservation.

Natural Ground Surface – The ground surface in its original state before any grading, excavating, or filling.

New Construction – Structures for which the "start of construction" commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such structures.

NPDES MS4 Phase II program – National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) program focusing on small communities.

NRCS – National Resources Conservation Service.

One Hundred-Year Flood – A flood that has an average frequency of occurrence of once in one hundred (100) years, determined from an analysis of floods on a particular watercourse and other watercourses in the same general region. Statistically, it has a one percent chance of occurring in any given year. See “Base Flood” and “100-year flood event”.

Permittee – Any person, firm, or any other legal entity to whom a site disturbance, grading, building or other related permit is issued in accordance with City of Franklin regulations.

PUD – Planned unit development.

Redevelopment – development improvements that have a value less than 50% of the current assessed value and/or increases the floor area by less than 25%. Demolition and reconstruction is considered development and not redevelopment. Note: this is different than significant redevelopment.

Regional Stormwater Management Facility – A device or management practice, typically but not always a detention or retention pond, with a tributary area with more than one development site. This may be multiple homogenous landuse areas or an area of various land uses.

Retention – The prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down and evaporation processes.

SCS – Soil Conservation Service

Sediment – Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, or gravity as a product of erosion.

Sediment control – (SC) practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (soil, organic or mineral) from water, often associated with erosion prevention and sedimentation control.

Significant Redevelopment – development improvements that have a value greater than 50% of the current assessed value, increases the floor area than 25% or more, any change in the impervious surface area, redirects the flow of storm water in any way, modifies the storm sewer system, or changes the storm water characteristics. Demolition and reconstruction is considered development and not redevelopment. Note: this is different than redevelopment.

Site – All contiguous land and bodies of water in one ownership, graded or proposed for grading or development as a unit, although not necessarily at one time.

Slope – Degree of deviation of a surface from the horizontal, usually expressed in percent or ratio.

Soil – All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.

Soil Engineer – A professional engineer who is qualified, licensed and/or registered by the appropriate authority to practice applied soil mechanics and foundation engineering.

Stormwater Director – Currently defined as the City of Franklin, Tennessee Director of Engineering

Stripping – Any activity that removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.

Structure – Anything constructed or erected, the use of which requires a more or less permanent location on or in the ground. Such construction includes but is not limited to objects such as buildings, towers, smokestacks, overhead transmission lines, carports, and walls.

Substantial Damage – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before the damage.

Substantial Improvement – Any combination of repairs, reconstruction, alteration, or improvements to a structure, taking place during the life of a structure, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

Tributary Area – The area upstream of a specified point including all overland flow that directly or indirectly connects down-slope to the specified point.

Waters of the State – Any water body determined to be in the jurisdiction of the Tennessee Department of Environment and Conservation (TDEC). Waters of the State are separate and distinct from an MS4 and private infrastructure.

Water Body – A channel, natural depression, slough, gulch, stream, creek, pond, reservoir, or lake in which storm runoff and floodwater flows either regularly or infrequently. This includes major drainage ways for carrying storm runoff.

Waterway buffer – An area separating a waterway from building and/or structures. Typically, buffers are maintained in a “natural” or vegetative state providing environmental and aesthetic benefits.

Wetland – Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typical to life in saturated soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs and similar areas.

Section 4 – Authority

4.1 Authority of Departments

The City of Franklin Administrator may provide authority in part or whole to various departments for the implementation of activities pursuant to the ordinance. This may include but is not limited to plan review, incentives negotiation, plan approval, stormwater facilities maintenance, administration and enforcement.

4.2 Right-of-Entry

- 4.2.1 Designated City of Franklin staff shall have right-of-entry on or upon the property of any person subject to this ordinance and any permit/document issued hereunder. The City of Franklin staff shall be provided ready access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any other duties necessary to determine compliance with this ordinance.
- 4.2.2 Where a property, site or facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the Designated City of Franklin will be permitted to enter without delay for the purposes of performing specific responsibilities.
- 4.2.3 Designated City of Franklin staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or metering of the person's stormwater operations or discharges.
- 4.2.4 Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the City of Franklin staff. The costs of clearing such access shall be borne by the person.
- 4.2.5 The Director of Engineering or his designee may inspect the facilities of any user in order to ensure compliance with this ordinance. Such inspection shall be made with the consent of the owner, manager, or signatory official. If such consent is refused, denied or not promptly addressed, the Designated City of Franklin staff may seek issuance of an administrative search warrant.
- 4.2.6 The City of Franklin has the right to determine and impose inspection schedules necessary to enforce the provisions of this article. Inspections may include, but are not limited to, the following:
 - 1. An initial inspection prior to stormwater management plan approval;
 - 2. A bury inspection prior to burial of any underground drainage structure;

3. Erosion control inspections as necessary to ensure effective control of erosion and sedimentation; and
4. A finish inspection when all work, including installation of storm management facilities, has been completed.

Section 5 – Appeals

- 5.1 The Transportation Committee or the Transportation Committee successor shall be charged with addressing appeals to violations of this ordinance.
- 5.2 In order to have an appeal considered, the applicant shall submit a written request as outlined in Section 10.12 of this Ordinance. The committee shall have the authority to grant appeals to violations of this ordinance provided they are consistent with the Objectives and Policies identified in Section 6. The committee does not have the authority to permit actions by the applicant that are based in lack of proper planning or implementation of site development as defined in this ordinance and other measures applied to the City of Franklin.
- 5.3 The committee will be made available to review accepted request(s) for appeals on an as-needed basis. The decisions of the committee are final and conclusive, but may be reviewed through the appropriate court actions. The committee shall make its findings within five (5) business days after the appeal hearing.
- 5.4 If the city prevails, on behalf of the committee's action, in any administrative or civil proceeding initiated under this chapter, the city shall be entitled to seek reimbursement for all costs incurred in connection with said proceeding. Such reimbursable expenses may include, but are not limited to, costs of investigation, administrative overhead, out-of-pocket expenses, costs of administrative hearings, and costs of suit.
- 5.5 The committee meetings, deliberations and records shall be open to the public. The committee may elect to provide for public comment on relevant issues. The format and duration of the public comment shall be left to the discretion of the committee as decided by majority vote.

Section 6 – Objectives and Policy

6.1 Objectives

The objectives of this ordinance are:

- 6.1.1 To protect human life and health.
- 6.1.2 To minimize the need for rescue and relief efforts associated with flooding.
- 6.1.3 To eliminate any non-allowable discharges to Franklin's Municipal Separate Storm Sewer System that impact water quality.
- 6.1.4 To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to maximize beneficial use without increasing flood hazard potential or diminishing the quality of the natural stormwater resources.
- 6.1.5 To ensure that potential homebuyers are notified that property is in a flood area and generally increase the public awareness of flooding potential.
- 6.1.6 To minimize prolonged business interruptions.
- 6.1.7 To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sewer lines; and streets and bridges located in flood plains.
- 6.1.8 To ensure a functional public and private stormwater quantity and quality management system that will not result in excessive maintenance costs.
- 6.1.9 To encourage the use of natural and aesthetically pleasing design that maximize preservation of natural areas.
- 6.1.10 To guide the construction of stormwater management facilities by developing comprehensive master plans to address stormwater quantity and quality.
- 6.1.11 To encourage preservation of floodplains, floodways and open spaces to protect and benefit the community's quality of life and natural resources.
- 6.1.12 To encourage community stewardship of the Franklin's water resources and their impacts on the community character and quality of life.

6.2 Policy Statements and Minimum Standards

To implement the objectives presented above, the following general policy statements shall apply:

- 6.2.1 All new development and redevelopment under the jurisdiction of this ordinance as prescribed in Section 2 of this ordinance shall be required to obtain a Stormwater Management Permit.
- 6.2.1.1 The Director of Engineering shall issue a Stormwater Management Permit for plans that meet the guidelines of this ordinance and any other provision given authority under Section 7 of this ordinance. Application for a permit shall be accompanied by a fee of 100.00.
- 6.2.1.2 Technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined in this ordinance, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this ordinance.
- 6.2.1.3 Approved permits must be displayed in a conspicuous location on all active construction sites.
- 6.2.2 A Professional Engineer licensed in the State of Tennessee shall stamp all proposed plans for construction in the City of Franklin. This shall include all proposed improvements or modifications to the existing or new stormwater infrastructure, erosion prevention and sediment control practices, and other related improvements or modifications.
- 6.2.3 If available, each individual project shall be evaluated for consistency with the master stormwater management plan for the major watershed or watersheds within which the project site is located. The individual project evaluation will determine if stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a regional facility(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.
- 6.2.4 In the absence of such a stormwater quantity and/or quality master plan, a system of uniform requirements shall be applied to each individual project site. In general, these uniform requirements will be based on the criterion that post-development stormwater peak runoff, volume over the critical design-storm period and water quality must not differ significantly from pre-development conditions.
- 6.2.5 Under no circumstances shall a site be graded or drained in such a way as to increase surface runoff to sinkholes, "dry wells" or "drainage wells".
- 6.2.6 Stormwater detention facilities shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge

over the critical design-storm period. This shall be applied for 2-, 10-, 25-, 50- and 100-year design-storm events as directed by the next paragraph.

6.2.7 New development shall meet a stormwater quantity level of service defined by:

6.2.7.1 designing road catch basins and connecting culverts to convey the 10-year design-storm runoff.

6.2.7.2 designing bridges, culverts, channels and cross-drains to pass the 25- year design-storm runoff.

6.2.7.3 detaining at least the runoff from a 25-year design-storm runoff (50- or 100-year for ponds serving "critical service roads").

6.2.7.4 providing emergency bypass of 50- and 100-year design storm runoff for all ponds not required to detain the 50 or 100-year design-storm event.

6.2.8 Stormwater infrastructure shall be designed in a way that:

6.2.8.1 critical service roads are not inundated by more than three inches of water over one-half the roadway width under a 100-year design-storm event.

6.2.8.2 other existing roads (as impacted by new or existing development) shall be designed to have no more than 9-inches of runoff overtopping the road under a 25-year design-storm event.

6.2.8.3 other new roads shall be designed to have no more than 6-inches of road overtopping at the 25-year design-storm event.

6.2.9 Development will be required to minimize the impact to stormwater quality by applying structural and/or nonstructural management practices selected to address site-specific conditions. The goal for water quality treatment shall be 90% total suspended solids removal of the first flush, defined by land use characteristics or at least 0.5-inches where not defined, through a BMP Treatment Train.

6.2.10 A long-term maintenance plan shall be submitted for review and approval by the City of Franklin Director of Engineering for all devices or facilities in new development that require more than general maintenance (mowing). The plans shall address schedules and techniques for inspections and removing trash, pollutant and sediment.

6.2.11 For properties where stormwater quantity management practices are either not feasible or are not necessary in lieu of regional stormwater quantity controls, The City has the right to require on-site controls for stormwater quality.

- 6.2.12 The City encourages regional stormwater quantity and/or quality management practices, serving 40 to 300 acres of tributary area, which may be consistently and efficiently managed and maintained. These type of practices will be encouraged in order to replace or reduce the implementation of on-site stormwater quantity and/or quality management practices, as appropriate as determined by the Director of Engineering.
- 6.2.13 Redevelopment of properties containing on-site stormwater management practices may be permitted, at the discretion of the Director of Engineering, provided the property and downstream public and private properties, infrastructure or "Waters of the State" are adequately protected by a regional facility(s) from stormwater quantity or quality impacts.
- 6.2.14 No construction, whether by private or public action, shall be performed in a manner that will negatively impact stormwater quantity or quality in its vicinity or in other areas whether by flow restrictions, increased runoff, or by diminishing channel or floodplain storage capacity.
- 6.2.15 New construction may not aggravate upstream or downstream flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new development.
- 6.2.16 Unwarranted acceleration of erosion or sedimentation, or transport of other pollutants or forms of pollution, due to various land development activities must be controlled.
- 6.2.17 New construction shall only be permitted after temporary or permanent erosion prevention and sedimentation control management practices have been placed or constructed and are operational to The City's satisfaction. The City may stop construction on properties, or administer other enforcement actions as defined in Section 8, that do not have adequate erosion prevention and sedimentation control measures.
- 6.2.18 Soil bioengineering, "green" and other "soft" slope and streambank stabilization methods shall receive preference over rip rap, concrete and other hard armoring techniques. "Hard" alternatives shall only be permitted when their necessity can be demonstrated given site-specific conditions.
- 6.2.19 The City may require more stringent erosion prevention and sedimentation control practices on properties within sensitive (or impaired) watersheds proximate to "Waters of the State". This may include measures that limit or eliminate, with a greater safety factor, the potential for sediment or other form of water pollution from entering sensitive areas as designated by the Tennessee Department of Environment and Conservation.

- 6.2.20 The City may require maintenance or modification of stormwater management practices that are not operating within the guidelines established by this ordinance, as determined by the City of Franklin staff.
- 6.2.21 All active construction sites should be inspected periodically (weekly and within 24-hours after a 0.25-inch rain event) by the owner, or their qualified designate, to ensure erosion prevention and sedimentation control. It is not The City's intent to penalize proper maintenance and mitigation of failed management practices, but rather to ensure that potential and actual failures are promptly recognized and addressed expeditiously and effectively. The City may stop construction on properties, or administer other enforcement actions as defined in Section 8, that do not or are not able to provide on-site documentation that proper inspection and maintenance activities were performed on erosion prevention and sedimentation control measures.
- 6.2.22 The City of Franklin encourages the use of greenway right-of-ways for appropriate properties.
- 6.2.23 A waterway buffer shall be applied to all waterways serving more than 25.0 acres of tributary area. No new construction of any building or structure shall be permitted in the buffer.
- 6.2.23.1 Automatic exemptions are applied provided EP&SC, water quality and cut-fill policies are adequately addressed. They shall be permitted for:
- 6.2.23.1.1 roads and utilities crossing waterways.
- 6.2.23.1.2 pedestrian trails and walkways proximate to waterways.
- 6.2.23.2 The waterway buffer shall be defined as area contained within a boundary established 25-feet beyond the floodplain boundary as defined by FEMA or the City of Franklin which ever is larger.
- 6.2.23.3 For areas without a defined floodplain the waterway buffer shall be defined by a graduated scale applied by the City of Franklin according to the provisions in Section 7 of this ordinance.
- 6.2.23.4 The waterway buffer and floodplain may be used for application of water quality devices. This may only be permitted provided EP&SC, water quality, and cut-fill policies are adequately addressed as determined by the City of Franklin according to the provisions in Section 7 of this ordinance. Detention/retention volumes in the floodplain may count as fill if applied in a manner where floodplain storage is lost.

- 6.2.24 Cut and fill will be permitted in the floodplain and waterway buffer. Compensatory cut shall at least be applied in equal amounts (1:1) for all fill in the floodplain. Compensatory cut shall at least be applied to one hundred fifty-percent (1.5:1) for all fill in floodplains with waterway reaches determined to be impacted by localized flooding not dominated by waterway backwater effects, as determined by studies accepted or performed by the City of Franklin.
- 6.2.25 The City of Franklin may apply incentives for floodplain management strategies applied beyond those required by this ordinance.
- 6.2.25.1 Strategies beyond those required may include, but not limited to:
- 6.2.25.1.1 Extra (20-percent more than required) floodplain storage developed (cut)
 - 6.2.25.1.2 Greenways that are dedicated to the City of Franklin
 - 6.2.25.1.3 Eroding waterways are restored or stabilized with bioengineering or "green" approaches
 - 6.2.25.1.4 New and innovative technologies are applied to address water quantity or quality
 - 6.2.25.1.5 Other management strategies acceptable to the City of Franklin according to the provisions in Section 7 of this ordinance
- 6.2.25.2 If the above management strategies are applied in a manner acceptable to the City of Franklin, then the city may apply incentives including, but not limited to:
- 6.2.25.2.1 Modification to density, trees or other development requirements acceptable to the Director of Engineering and Planning Departments
 - 6.2.25.2.2 Other incentives according to the provisions in Section 7 of this ordinance
- 6.2.26 The construction and financing of any required off-site drainage improvement necessitated by private development within the same watershed shall be the responsibility of the developer.
- 6.2.27 Any stormwater management facility or BMP which services individual property owners or subdivisions shall be privately owned with general routine maintenance (controlling vegetative growth and removing debris) provided for by the owner(s).

The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other maintenance by the City of Franklin.

6.2.28 Any stormwater management facility or BMP which services an individual subdivision in which the facility or BMP is within designated open areas or an amenity with an established home owners association shall be privately owned and maintained consistent with provisions of this ordinance. The owner shall maintain a perpetual, nonexclusive easement which allows for access for inspection and emergency maintenance by the City of Franklin.

6.2.29 Any stormwater management facility or BMP which services commercial and industrial development shall be privately owned and maintained. The city has the right, but not the duty to enter premises for emergency repairs.

6.2.30 All regional stormwater management control facilities proposed by the owners, if *accepted by* approved by the Board of Mayor ~~and Aldermen and accepted by the Director of Engineering~~ for dedication as a public regional facility, shall be publicly owned and/or maintained.

6.2.31 All other stormwater management control facilities and BMP's shall be publicly owned and/or maintained only if accepted for maintenance by the city.

6.2.32 The Director of Engineering may require dedication of privately owned stormwater facilities, which discharge to the city's stormwater system.

6.2.33 As new development construction is completed, an "as-built" plan, certified by a licensed professional engineer and/or surveyor as appropriate, must be submitted upon completion of the stormwater management facilities included in the stormwater management plan. The licensed professional shall certify that: the facilities have been constructed as shown on the "as-built" plan, and facilities meet the approved stormwater management plan and specifications, or achieve the function for which they were designed. Coordinate data shall be presented in the State of Tennessee Plane system with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988.

Section 7 – Enforcement and Rule-Making Authority

- 7.1 The Director of Engineering shall have authority to implement this Ordinance by appropriate regulations, guidance or other related materials. In this regard, technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined above, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies defined above.
- 7.2 Documents referenced above may be updated periodically to reflect the most current and effective practices and shall be made available to the public. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the Stormwater Management Ordinance, and shall not prevent the Director of Engineering from imposing the most current and effective practices.
- 7.3 Regulations, guidance or other related materials that may be given authority by this ordinance may include, but are not limited to: Best Management Practice (BMP) manuals, design regulations and requirements, submittal checklists, review checklists, inspection checklists, certifications, stormwater management manuals and operation and maintenance manuals. The document(s) may include information deemed appropriate by the Director of Engineering including guidance and specifications for the preparation of stormwater management plans, selecting environmentally sound practices for managing stormwater, minimum specifications and requirements, more complete definitions and performance standards.
- 7.4 The above referenced documents shall not in any way require specific commercially available products. However, they may refer to performance specifications, class of devices, construction, or management practice.

Section 8 - Maintenance Requirements

- 8.1 The maintenance responsibilities for permanent stormwater runoff control facilities shall be determined based upon the type of ownership of the property which is controlled by the facilities.
- 8.2 Single entity ownership – Where the permanent stormwater runoff control facilities are designed to manage runoff from property in a single entity ownership as defined below, the maintenance responsibility for the stormwater control facilities shall be with the single entity owner.
 - 8.2.1 The stated responsibilities of the entity in terms of owning and maintaining the facilities shall be submitted with the stormwater management plan for determination of their adequacy. Approval of the stormwater management plan shall be conditioned upon the approval of these terms. These terms shall be in writing, shall be in recordable form, and shall, in addition to any other terms deemed necessary by the City of Franklin, contain a provision permitting inspection at any reasonable time by the Director of Engineering of all such facilities deemed critical in the public welfare.
 - 8.2.2 A single entity shall be defined as an association, public or private corporation, partnership firm, trust, estate or any other legal entity allowed to own real estate exclusive of an individual lot owner.
 - 8.2.3 Upon approval of the stormwater management facilities by the City of Franklin, the facility owner(s) shall demonstrate the ability to garner and apply the financial resources necessary for long-term maintenance requirements. The funding mechanism shall be in a form approved by the City of Franklin. The City of Franklin will only approve funding mechanism(s) for long-term maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.
 - 8.2.4 Unless made specifically clear in the preliminary stages of the site design and construction plan review procedure, it will be assumed that all stormwater detention, retention, treatment or storage facilities and/or devices shall be owned, operated and maintained by a single entity as defined above.
- 8.3 Municipal ownership – Where the City of Franklin has accepted an offer of dedication of the permanent stormwater management facilities, the City of Franklin shall be responsible for maintenance.
- 8.4 Construction maintenance bond – The City of Franklin may require the posting of a maintenance bond to secure the structural integrity of said facilities as well as

the functioning of said facilities in accordance with the design and specifications as depicted on the approved stormwater management plan for a term of 18 months from the date of acceptance of dedication. A cash contribution can be used as the financial in lieu of a maintenance bond although the contribution must be equivalent to the amount that would be estimated for the maintenance bond.

Section 9 - Allowable Stormwater Discharges

- 9.1 Pursuant to the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) program administered by the Tennessee Department of Environment and Conservation (TDEC) illicit discharges to the MS4 are being defined as illegal. This is being done by identifying allowable non-stormwater discharges into the MS4 in the best interest of the City of Franklin, Tennessee.
- 9.2 Non-stormwater discharge means any discharge to the Municipal Separate Storm Sewer System except as permitted by 9.4
- 9.3 Except as hereinafter provided, all non-stormwater discharges into the Municipal Separate Storm Sewer System are prohibited and declared to be unlawful.
- 9.4 Unless the Director of Engineering has identified them as a source of pollutants to the "Waters of the State of Tennessee", the following non-stormwater discharges into the Municipal Separate Storm Sewer System are lawful:
 1. Discharges from emergency fire fighting activities
 2. Diverted screen flows
 3. Rising ground waters
 4. Uncontaminated groundwater infiltration to separate storm sewer systems (as defined by 40 CFR35.2005(20))
 5. Uncontaminated pumped ground water
 6. Discharges from potable water sources as required for system maintenance
 7. Drinking water line flushing
 8. Foundation drains and pumps
 9. Air conditioning condensate
 10. Landscape irrigation
 11. Irrigation water
 12. Lawn watering
 13. Uncontaminated springs
 14. Water from crawl space pumps
 15. Uncontaminated Footing drains and pumps
 16. Individual residential car washing
 17. Flows from riparian habitats and wetlands
 18. Dechlorinated swimming pool discharges
 19. Street wash waters resulting from normal street cleaning operations
 20. Controlled flushing stormwater conveyances (controlled by appropriate best management practices)
 21. Discharges within the constraints of a National Pollutant Discharges Elimination System (NPDES) permit from the Tennessee Department of Environment and Conservation (TDEC)
 22. Discharges approved at the discretion of the Director of Engineering.

Section 10 – Enforcement

The city may institute appropriate actions or proceedings at law or equity for the enforcement of this Ordinance. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. Any of the following enforcement remedies and penalties shall be available to the City of Franklin in response to violations of this ordinance. If the person, property or facility has or is required to have a storm water discharge permit from the Tennessee Department of Environment and Conservation, the city shall alert the appropriate state authorities of the violation.

- 10.1 Notice of violation (NOV) – Whenever designated City of Franklin staff find that any person, company or facility owning or occupying a premises has violated or is violating this Ordinance or order issued hereunder, the enforcement official may serve, by personal service, or by registered or certified mail, upon said person a written NOV. Within thirty (30) days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, which shall include specific required actions, shall be submitted to the Director of Engineering or his/her designee. Submission of this plan shall in no way relieve liabilities for violations occurring before or after receipt of the NOV.
- 10.2 Revocation of permit – The Director of Engineering, or his/her designee may revoke and require the return of a permit or certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure from the approved application plans, or specifications; refusal or failure to comply with the requirements of state or local law; or for false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of any applicable state or local law may also be revoked.
- 10.3 Compliance order – If any person, company or facility shall violate the provisions of this ordinance, the Director of Engineering, or his/her designee, may give notice to the owner or to any person in possession of the subject property, ordering that all unlawful conditions existing thereupon be abated within a schedule defined from the date of such notice.
 - 10.3.1 The enforcement official shall have the authority to establish elements of a stormwater pollution prevention plan, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this chapter. The enforcement official may establish the requirements of best management practices for any premises.

10.3.2 The notice and order may be given provided, that if, in the opinion of the Director of Engineering, or his/her designee, the unlawful condition is such that it is of imminent danger or peril to the public, then an authorized City of Franklin representative may, without notice, proceed to abate the same, and the cost there of shall be charged against the property. The City of Franklin, as described further in this subsection, may recover the cost of such actions from the property owner.

10.4 Civil Penalties – Any person, company or facility who has been found to have been in violation of any provision of this ordinance, may be assessed a civil penalty not to exceed the amount presented in this subsection.

10.4.1 The penalty shall increase by twenty-five percent (25%) of the previous penalty amount for every subsequent but separate offense made by the same person, company or facility. The penalty shall be additional to other enforcement actions of this section.

10.4.2 The penalty may be assessed for each day beyond schedules applied in compliance orders or other schedules issued to the property owner or other person responsible for unauthorized activity defined in this ordinance.

10.4.3 In determining the amount of the penalty the city court shall consider the following:

10.4.3.1 The degree and extent of the harm to the natural resources, to the public health, or to the public or private property resulting from the violation;

10.4.3.2 The duration and gravity of the violation;

10.4.3.3 The effect on ground or surface water quality;

10.4.3.4 The cost of rectifying the damage;

10.4.3.5 The amount of money saved by noncompliance;

10.4.3.6 Whether the violation was committed willfully or intentionally;

10.4.3.7 The cumulative effect of other enforcement actions applied for the same offense;

10.4.3.8 The prior record of the violator in complying or failing to comply with the stormwater quality management program; and

10.4.3.9 The costs of enforcement to the City of Franklin.

10.4.4 The maximum civil penalties will be determined by the type of offense. This indicates the maximum that may be imposed for a first offense and does not reflect the increases described above for repeat offenses.

10.4.4.1 Development without permit – \$10,000 – To engage in any development, use, construction, remodeling, or other activity of any nature upon land or improvements thereon subject to the jurisdiction of this ordinance without all required permits, certificates, or other forms of authorization as set forth in this ordinance.

10.4.4.2 Development inconsistent with permit – \$5,000 – To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.

10.4.4.3 Violation by act or omission – \$5,000 – To violate, by act or omission, any term, variance, modification, condition, or qualification placed by the City of Franklin or its agent departments upon any required permit, certificate, or other form of authorization of the use, development, or other activity upon land or improvements thereon.

10.4.4.4 Illicit Discharge – \$5,000 – Any person, company or facility who is found to have improperly disposed of any substance that is not defined in Section 9 or causes the city to be in noncompliance with any applicable environmental permit.

10.4.4.5 Household Products- \$500- Any person, company or facility who is found to have improperly disposed of any substance not included in Section 9 that was purchased over-the-counter for household use, in quantities considered normal for household purposes, which, upon discharge to the municipal separate storm sewer system or drainage network, would have an adverse impact on water quality or cause the city to be in noncompliance with any applicable environmental permit.

10.4.5 In the event there are penalties assessed by the state against the city caused by any person company or facility, said person, company or facility shall be assessed the equivalent amount of civil penalty. This shall include but is not limited to penalties for improper disposal or illegal dumping, or illicit connection into the municipal separate storm sewer system.

10.5 Administrative Fee – Any person, company or facility who undertakes any development activity requiring a stormwater management plan hereunder without

first submitting the plan for review and approval shall pay to the city, in addition to any permit or inspection fee, an administrative fee of up to \$5,000.

- 10.6 Order to clean and abate / restore – Any violator may be required to clean and/or restore land to its condition prior to the violation.
- 10.7 Cost Recovery - If corrective action, including maintenance delinquency, is not taken in the time specified, or within a reasonable time if no time is specified, Franklin may take the corrective action, and the cost of the corrective action shall be the responsibility of the owner and the developer. The cost of the abatement and restoration shall be borne by the owner of the property and the cost therefor shall be invoiced to the owner of the property. If the invoice is not paid within ninety (90) days, the enforcement official shall have the authority to place a lien upon and against the property. If the lien is not satisfied within ninety (90) days, the enforcement official is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a money judgment, by delivery to the assessor or a special assessment against the property.
- 10.8 Injunctions and or proceedings at law or in equity – Any violation of this Ordinance or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to state law.
- 10.9 Fee or utility credit revocation – This enforcement tool is intended to be available or used if there are, at any time, provisions for a funding mechanism managed by the City of Franklin. This enforcement tool permits that credits or other measures to reduce fees or utility charges may be revoked, in full or in part, if any provision of the *Stormwater Management Ordinance*, or given authority per Section 7, are violated.
- 10.10 Civil Actions – In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the city attorney. Monies recovered under this subsection shall be paid to the city to be used exclusively for costs associated with implementing or enforcing the provisions of this ordinance. In any such action, the city may seek, as appropriate, any or all of the following remedies:
 - 10.10.1 A temporary and/or permanent injunction;
 - 10.10.2 Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which lead to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

- 10.10.3 Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation;
- 10.10.4 Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life.
- 10.11 Emergency Orders and Abatements. The enforcement official may order the abatement of any discharge from any source to the stormwater conveyance system when, in the opinion of the enforcement official, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety, or welfare, or the environment or a violation of a NPDES permit, the city may perform or cause to be performed such work as shall be necessary to abate said threat or danger. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of this subsection.
- 10.12 Appeals - Upon issuance of a citation or notice of violation of this article it shall be conclusive and final unless the accused violator submits a written notice of appeal to the Director of Engineering within ten (10) days of the violation notice being served. If the Director of Engineering does not issue a decision within ten (10) days of the written notice of appeal then the violation is considered upheld. If the Director of Engineering does not reverse the decision, the aggrieved party may appeal to the Transportation Committee or successor, by filing a written request for hearing within ten (10) days of the Director of Engineering's decision on the appeal. The request for hearing shall state the specific reasons why the decision of the Director of Engineering is alleged to be in error, and shall be accompanied by a cost bond in the amount of five hundred dollars (\$500.00) with sufficient surety to secure the costs of the appeal, including the cost of court reporters, transcripts, plan reviews and other costs.

Section 11 – Severability

- 11.1 Should any article, section, subsection, clause or provision of this Comprehensive Stormwater Management Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.
- 11.2 If any provisions of this ordinance and any other provisions of law impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

ORDINANCE 2002-14

TO BE ENTITLED, "AN ORDINANCE TO ESTABLISH A STORMWATER USER FEE FOR THE CITY OF FRANKLIN ESTABLISHING EQUIVALENT RESIDENTIAL UNIT (ERU), ERU RATE AND UNDISTURBED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE."

WHEREAS, the City of Franklin Board of Mayor and Aldermen (Board) desire to provide effective stormwater management for all citizens of the City of Franklin to protect, to the extent practicable, from the loss of life and property damage from flooding; and to minimize, to the extent practicable the impact to surface water quality from urban runoff; and

WHEREAS, the benefits of flood control and surface water quality extend to all citizens and business in the City of Franklin; and

WHEREAS, the City of Franklin has been mandated by the United States Environmental Protection Agency to obtain and maintain a permit from the State of Tennessee for discharges from its stormwater management system; and

WHEREAS, the Board has established a comprehensive Stormwater Management Ordinance as found in Chapter 16 that requires certain stormwater management practices be implemented by, and for the City of Franklin; and

WHEREAS, the Board desires to provide a fair, equitable and dependable source of funds to manage the stormwater program in Franklin consistent with federal and state law and our local ordinance;

NOW THEREFORE BE IT ORDAINED by the Board of the City of Franklin, State of Tennessee, establish a Stormwater User Fee as follows:

Section 1: Definitions. For the purpose of this Chapter, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

"Board" means the City of Franklin Board of Mayor and Aldermen.

"Bonds" means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the Costs of Construction.

"Calendar Year" means a 12-month period commencing on the first day of January of any year.

"Costs of Construction" means costs reasonable incurred in connection with providing capital improvements to the System or any portion thereof, including, but not limited to, the costs of (1) acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements therefore, (2) physical

construction, installation and testing, including the costs of labor, services, materials, supplies and construction services used in connection therewith, (3) architectural, engineering, legal and other professional services, (4) insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction, (5) any taxes or other charges which become due during construction, (6) expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction, (7) principal of and interest of any Bonds, and (8) miscellaneous expenses incidental thereto.

"Debt Service" means, with any particular series of Bonds, an amount equal to the sum of (i) all interest payable on such Bonds during such Calendar Year, plus (ii) any principal installments of such Bonds during such Calendar Year.

"Developed Property" means real property other than Undisturbed Property and Vacant Improved Property.

"Director" means the Director of Engineering, or his designee.

"Dwelling Unit" means a singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

"Equivalent Residential Unit" or ERU means the average Impervious Area of Residential Developed Property per Dwelling Unit located within the City and as established by the Board.

"ERU Rate" means a Utility Fee charged on each ERU as established by Board.

"Exempt Property" means public rights of way, public streets, public alleys and public sidewalks.

"Extension and Replacement" means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the System, or land acquisitions for the System and any related costs thereto, or paying extraordinary maintenance and repair, including the Costs of Construction, or any other expenses which are not costs of Operation and Maintenance or Debt Service.

"Fiscal Year" means a 12-month period beginning July 1 and ending June 30.

"Impervious Area" means the number of square feet of hard surfaced areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as Undisturbed Property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as Undisturbed Property, including, but not limited to, roofs, roof extensions, patios, porches, driveway, sidewalks, pavement and athletic courts.

"Nonresidential Developed Property" means developed property that is not utilized for dwelling units within the City.

"Operating Budget" means the annual operating budget adopted by the City for the succeeding Fiscal Year.

"Operations and Maintenance" means the current expenses, paid or accrued, of operation, maintenance and current repair of the System, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.

"Revenues" mean all rates, fees, assessments, rentals or other charges or other income received by the Stormwater User Fee Fund, in connection with the management and operation of the System, including amounts received from the investment or deposit of monies in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.

"Stormwater Management System" or **"System"** means the existing storm water management of the City and all improvements thereto which by this Chapter are constituted as the property and responsibility of the City, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such System.

"Stormwater User Fee" means a fee authorized by Ordinance(s) established to pay Operations and Maintenance, Extension and Replacement and Debt Service.

"Stormwater User Fee Fund" means the Special Revenue Fund created by this Chapter to operate, maintain and improve the System and for such other purposes as stated in this Chapter.

"Undisturbed Property" means real property, which has not been altered from its natural state by dredging, filling, removal of trees and vegetation or other activities, which have disturbed or altered the topography or soils on the property.

"User Fee District" means the area or property within the Corporate Limits of the City of Franklin.

"Vacant Improved Property" means vacant property, which is, or could reasonably be, served by any subdivision improvements that allow egress.

Section 2: Fee Established. Subject to the provisions of this Chapter, each and every Residential Developed Property, Nonresidential Developed Property and Vacant Improved Property, other than Exempt Property, within the Corporate Limits of the City, and the owners and non-owner users thereof, have imposed upon them a Stormwater User Fee. In the event the owner and non-owner users of a particular Property are not the same, the liability for each the owner and non-owner user for the User Fee attributable to that Property shall be joint and several. The Stormwater User Fee shall be a monthly or a regular interval service charge and shall be determined by

the provisions of this Chapter and the ERU and ERU Rate which shall be established and changed from time to time by the Board of Mayor and Aldermen.

Section 3: Stormwater User Fee Collection. The Stormwater User Fee for residential property shall be billed and collected monthly with the monthly utility services bill for those properties within the Corporate Limits of the City. The Stormwater User Fees non-residential properties shall be billed and collected separately. The Stormwater User Fee for those properties utilizing City utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment to the utility department. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. All bills for the Stormwater User Fees shall become due and payable in accordance with the rules and regulations of the Utilities Department pertaining to the collection of the Stormwater User Fees. The City may discontinue utility service to any Stormwater user who fails or refuses to pay the Stormwater User Fees and may refuse to accept payment of the utility bill from any user without receiving at the same time, payment of the Stormwater User Fee charges owed by such user and may refuse to reestablish service until all such fees have been paid in full. Unpaid and overdue balances shall be charged a 10% annual interest fee.

Section 4: User Fee Determination. There is hereby established the following uniform schedule of rates for the services and use of facilities of the Stormwater Management System by the owner, tenant, or occupant of the premises using the services and facilities of said system:

- (a) The Board, upon recommendation of the Director, shall establish reasonable rates for the Stormwater Management Systems for each single family residence: each single family residence shall be billed at a flat fee established by the Board for an equivalent residential unit (ERU). -
- (b) Parcels which are undisturbed shall be assessed a Stormwater User Fee. The bill shall be determined by dividing the total land area of the property, in square feet, by the area of an equivalent residential unit times a correction factor. The correction factor shall be based on the relative volume of runoff from an undeveloped property and that of a typical single-family residence, under typical hydrologic conditions.
- (c) For all nonresidential properties, that is enterprise, business establishment, building, or other occupancy not covered by subsections (a) and (b) of this section, the rate shall be computed based on the total impervious area of the property divided by the average impervious area of an equivalent residential unit times the rate established for an equivalent residential unit. The billing amount shall be updated by the Director based

on any additions to the impervious areas as approved through the building permit process.

Section 5: ERU Established. The Equivalent Residential Unit is hereby established to be 2,714 square feet of impervious area.

Section 6: ERU Rate Established. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to be \$4.00 per month.

Section 7: Undisturbed Property Correction Factor Established. The Undisturbed Property Correction Factor to be charged for Stormwater Management Utility Fees for each acre of Undisturbed Property is hereby established to be 0 percent.

Section 8: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect and be in force as of January 1, 2003, which is from and after the date of its passage on second and final reading, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: 
JAMES R. JOHNSON
City Administrator

By: 
JERRY W. SHARBER
Mayor

PASSED FIRST READING: June 11, 2002

PASSED SECOND AND FINAL READING: September 10, 2002

**ORDINANCE 2004-25
AS AMENDED**

**TO BE ENTITLED, "AN ORDINANCE TO ESTABLISH A
STORMWATER USER FEE FOR THE CITY OF FRANKLIN
ESTABLISHING EQUIVALENT RESIDENTIAL UNIT (ERU), ERU
RATE AND UNDISTURBED PROPERTY RATE, PROVIDING AN
EFFECTIVE DATE AND AMENDING SECTIONS 16-804, 16-805,
16-806, OF THE FRANKLIN MUNICIPAL CODE TO PROVIDE
EXCEPTIONS OR ADJUSTMENTS AND TO CREATE A
PROCEDURE FOR APPEAL OF STORMWATER USER FEE
DETERMINATIONS."**

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Section 16-804 of the Franklin Municipal Code is hereby amended to replace subsection (1) and to add new sub-sections (4), (5), (6), and (7) to read as follows:

16-804. User fee determination

(1) The Board, upon recommendation of the Director, shall establish reasonable rates for Stormwater Management Systems for each single family residence: each single family residence shall be billed at a flat fee based on two tiers (described in **Section 16-806 below**) established by the Board for an equivalent residential unit (ERU).

* * *

(4) Users whose stormwater runoff is not discharged into or through the stormwater and/or flood control facilities of the city shall be exempt from paying the user fee.

(5) Users who construct or have constructed facilities to retain and control the quantity and/or quality of stormwater runoff from their property may be entitled to a reduction or adjustment of the fees due, based upon reasonable criteria developed by the director.

(6) Any person who disagrees with the calculation of the stormwater user's fee determined by the stormwater management coordinator, or who seeks fee adjustments or exemption, may appeal such determination to the Director. An appeal shall be accompanied by a fee of \$100, filed in writing, and include a written statement of the grounds for the appeal, with reference to the Franklin Stormwater Management Credit and Appeal Manual or other appropriate documents available from the engineering department. The Director will review the appeal and render a decision within thirty (30) days. The Director's decision shall be in writing and mailed or hand-delivered to the address of the applicant contained in the appeal. In response to an appeal the Director may adjust the stormwater service fee applicable to a property in conformance with the general purpose and intent of this chapter.

(7) A decision of the Director adverse to an appellant may be further appealed to the Public Transportation Advisory Committee, or any successor committee charged by the Board with hearing stormwater matters, within thirty (30) days of receipt of notice of the adverse decision, by filing a written request for hearing. The committee shall convene a hearing within a reasonable time thereafter. The request for hearing by the transportation committee shall state the specific reasons why the decision of the Director is alleged to be in error, and shall be accompanied by a cost bond in the amount of five hundred dollars (\$500.00) with sufficient surety to secure the costs of the appeal, including the cost of court reporters, transcripts, plan reviews and other costs. The cost bond shall be refunded to appellant if appellant prevails. The committee shall make its findings

within five (5) business days after the appeal hearing. The decisions of the committee are final and conclusive, but may be reviewed through appropriate court actions.

SECTION II: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Section 16-805 and 16-806 of the Franklin Municipal Code is hereby amended to replace sections 16-805, 16-806, and add new sub-sections (1) and (2) to read as follows:

16-805. ERU established

ERU Established. The Equivalent Residential Unit is hereby established to be 3,350 square feet of impervious area.

16-806. ERU rate and tiers established

- (1) **Intent.** The Board of Mayor and Aldermen intend to establishing a base rate and tiers so that application of the rate and tiers leads to a fair and equitable result, collecting fees proportionally to the amount of actual use of stormwater facilities. The fee structure reflects different categories of use and tiers using commonly accepted statistical principles to achieve such equitable results.
- (2) **ERU Rate Established.** The ERU Rate to be charged for Stormwater Management User Fees for each ERU is hereby established to be \$3.65 per month, and delete the \$250,000 annual appropriation from the general fund.

*

*

*

(a) Two Tier Residential ERU Established. Residential properties will be separated into two tiers: residential units smaller than 3,350 square feet will pay .75% of the ERU Rate per month and residential units larger than 3,350 square feet will pay 1.2% of the ERU Rate per month.

(b) Non-Residential Properties Established. Non-Residential properties will pay monthly the ERU Rate times the actual square footage of impervious surface area divided by the ERU.

Section III: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect and be in force as of May 1, 2004, which is from and after the date of its passage on second and final reading, the health, safety and welfare of the citizens of Franklin requiring it.

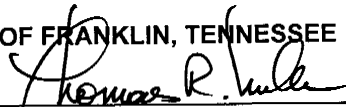
ATTEST:

By:


JAMES R. JOHNSON
City Administrator

CITY OF FRANKLIN, TENNESSEE

By:


THOMAS R. MILLER
Mayor

PASSED FIRST READING: FEBRUARY 10, 2004

PASSED SECOND READING: MARCH 9, 2004

Stormwater Management

The question tonight is not **whether** to create a Stormwater Utility, but **when**, and to what level of operation and management we choose to obtain. The City of Franklin has a federal mandate to institute a stormwater management program. This is one of those mandates that is sent to municipalities without federal funding. We have no choice but to fund this initiative at the local level. It is not optional! The program that is proposed is as fair to everyone as possible and all citizens will participate, residents and businesses alike. It will only bring the City up to a moderate level of compliance – we will still have a long way to go to reach a superior compliance status. The program includes significant opportunities for existing businesses and the development community to receive credits for appropriate mitigation of stormwater issues, and we are proposing tonight the establishment of a Board of Stormwater Appeals to hear and rule on all applications for credit.

Our internal staff will be able to handle some of the minor improvement projects and the maintenance of our stormwater infrastructure, but this will require additional personnel and equipment on an annual basis going forward. Major projects will require outside consulting and construction costs significantly over and above whatever a rate structure will raise. As an example, the City is currently engaged in the design of a major stormwater detention facility near Franklin Road at Moore's Lane. We have received a one-time federal grant of \$1.3 million toward this project, but our local match will require an additional \$1.7 million. This money will **not** come out of the stormwater rate fees, but will require a general revenue bond for funding which will have to be repaid out of general fund revenues.

The program we implement tonight will provide funds for maintenance of stormwater facilities to bring the City into a measure of compliance with federally mandated regulations for water quality. At issue is whether these funds will be raised as a utility rate or a property tax. Currently the ordinance calls for a utility rate of \$3.00 per Equivalent Residential Unit (ERU) per month. What this ordinance does **not** identify is an additional \$250,000 annual general fund appropriation for capital expenditures specifically for stormwater management. This appropriation would essentially be taken from property tax revenue. This program cannot be both a utility rate and a property tax.

I therefore offer the following amendment to Ordinance 2004-25, Section 16-806, sub paragraph (2). Raise rate to \$3.65 per ERU per month, and delete the \$250,000 annual appropriation from the general fund.

PUBLIC HEARING

Consideration of Ordinance No. 2004-25 (As Amended) - An Ordinance to establish a Stormwater User Fee for the City of Franklin Establishing Equivalent Residential Unit (ERU), ERU Rate and Undisturbed Property Rate, providing an effective date and Amending Sections 16-804, 16-805, 16-806 of the Franklin Municipal Code to provide exceptions or adjustments and to create a procedure for appeal of Stormwater User Fee Determinations.
(Second Reading)

Please print name, address, city, and zip code in the following spaces if you would like to speak before or against the above ordinance.

✓ Pam Kelly	226 Polk Place Dr	Franklin, TN 37064
✓ Clyde Stephens	2298 Henpeck Lane	Franklin, TN 37064
✓ Tom Fumari	COOLSPRINGS CHARMER	FRANKLIN, TN 37067
✓ John Markovitch	506 Harpeth + Lasko Products	FRANKLIN TN
Monica Newbauer		
✓ Ron Schuff		

A motion was made by Alderman Lewis that action be deferred for 120 days on the passage of Ordinance No. 2004-18 entitled AN ORDINANCE TO ANNEX THE DOERTER PROPERTY AREA, CONSISTING OF 60.82 ACRES, MORE OR LESS, LOCATED ON THE NORTH SIDE OF CLOVERCROFT ROAD AND WEST OF OXFORD GLEN DRIVE AND TO ESTABLISH AN EFFECTIVE DATE OF JULY 1, 2004. Her motion was seconded by Alderman Phillips and it passed unanimously.

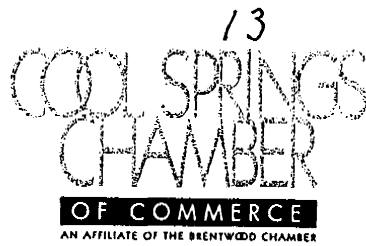
19. PUBLIC HEARING - Consideration of Ordinance No. 2004-25 (as Amended) - An Ordinance to Establish a Stormwater User Fee for the City of Franklin Establishing Equivalent Residential Unit (ERU), ERU Rate and Undisturbed Property Rate, Providing an Effective Date and Amending Sections 16-804, 16-805, 16-806 of the Franklin Municipal Code to Provide Exceptions or Adjustments and to Create a Procedure for Appeal of Stormwater User Fee Determinations.

Mayor Miller announced that a Public Hearing had been advertised in regard to Ordinance No. 2004-25 and he would hear anyone who desired to speak. The following persons spoke:

Pam Kelley, of 226 Polk Place Drive, Franklin, said she was representing the Williamson County - Franklin Chamber of Commerce. She spoke about the fee being a burden on businesses and asked that the fee be reduced. She thanked Alderman Feuerborn for voting against the \$3.65 fee.

Clyde Stephens, of 2298 Henpeck Lane, Franklin, said he had been in business in Franklin for thirty-five years and he is the owner of Williamson Memorial Funeral Home. He said the fee will be a burden on business people in Franklin and there is something that is not fair about the amount some people pay. He wanted the County and City to work together.

Tom Funari, representing the Cool Springs Chamber of Commerce, read the following letter from the Chamber:



Resolution 2-04-01 regarding the stormwater fees in Franklin

- Whereas, the Cool Springs Chamber of Commerce represents 438 members, the majority of which operate businesses in Franklin; and
- Whereas, in response to a federal mandate, the City of Franklin has developed a fee structure as the funding mechanism for developing best practices to alleviate issues with stormwater runoff from Franklin's impervious areas; and
- Whereas, the Cool Springs Chamber Board of Directors commends the City of Franklin for its development of a credit and appeals process as it applies to businesses which included stormwater retention or detention systems in their construction; and
- Whereas, non-residential impervious area in the City of Franklin covers 54,619,812 square feet, equaling 36.7 percent of the total impervious area and the public impervious area in the City of Franklin covers an additional 42,137,996 square feet; and
- Whereas, the Franklin Transportation Committee is proposing a non-residential rate of \$3.65 per 3,350 ERU; and
- Whereas, this high commercial stormwater fee will harm landlords and tenants by imposing an additional cost of doing business in Franklin and negatively impacting revenue; and
- Whereas, this \$3.65 is much higher than the amounts discussed at the many informational meetings offered by the City of Franklin and attended by representatives of the Cool Springs Chamber of Commerce; and
- Whereas, a recent survey of the Cool Springs Chamber members indicated 69 percent of our Chamber would be affected by a raise in stormwater fees. These businesses deliver a substantial portion of the sales tax revenue income to the City of Franklin; and
- Therefore, Be it resolved by the Cool Springs Chamber of Commerce that we urge the Franklin Board of Mayor and Aldermen to adopt a commercial stormwater fee structure of no more than \$3 per ERU, as recommended by the Franklin Planning Department staff.

Unanimously approved this 24th day of February,


Tom Funari
Cool Springs Chamber Chair

5211 MARYLAND WAY, #1080 • BRENTWOOD, TENNESSEE 37027 • (615) 661-6463
FAX (615) 373-8810 • www.coolspringschamber.org • info@coolspringschamber.org

Ron Shuff, of 214 Franklin Road, spoke about the anticipated costs and about how the money can be spent more effectively.

John Markovich, on behalf of Lasko Products, spoke about the Budget for Stormwater and said miscalculations were made and they will have to pay for this. He spoke about City Streets and said they should be paid for from City Funds. He asked that the fees be lowered.

No one else spoke and Mayor Miller declared the Public Hearing closed.

A motion was made by Alderman Klatt that Ordinance No. 2004-25, As Amended, entitled AN ORDINANCE TO ESTABLISH A STORMWATER USER FEE FOR THE CITY OF FRANKLIN ESTABLISHING EQUIVALENT RESIDENTIAL UNIT (ERU), ERU RATE AND UNDISTURBED PROPERTY RATE, PROVIDING AN EFFECTIVE DATE AND AMENDING SECTIONS 16-804, 16-805, 16-806, OF THE FRANKLIN MUNICIPAL CODE TO PROVIDE EXCEPTIONS OR ADJUSTMENTS AND TO CREATE A PROCEDURE FOR APPEAL OF STORMWATER USER FEE DETERMINATIONS be passed on its second reading. His motion was seconded by Alderman McLendon.

Alderman Feuerborn spoke about (1) a lot of work being done by the Staff and others (2) the fees for large homes vs. small homes (3) the appeals process (4) credits and (5) the streets belonging to the public. He urged the Board to adopt a \$3.00 fee.

A motion was made by Alderman Feuerborn that Ordinance No. 2004-25 be amended to change 16-806 (2) to say "The ERU Rate to be charged for Stormwater Management User Fees for each ERU is hereby established to be \$3.00 per month". His motion died for lack of a second.

Alderman McLendon said he will be willing to review the Budget and Alderman Klatt said no study has been

done on the basins to the South and this should be done. Jay R. Johnson asked that the effective date be changed to May 1, 2004.

A motion was made by Alderman Klatt that the date of April 1, 2004 in Section III be changed to May 1, 2004. His motion was seconded by Alderman McLendon and it passed unanimously.

The vote was then called for on the passage of Ordinance No. 2004-25, As Amended, and the vote was as follows: Klatt - Aye; Edmondson - Aye; McLendon - Aye; Feuerborn - No; Bacon - Absent; Kriebel - Aye; Lewis - Aye; Phillips - No.

20. Consideration of Ordinance No. 2004-26 - An Ordinance to Create an Appeals Board for the Stormwater Management Program. (Deferred from February 10, 2004) (First Reading)

Alderman Klatt introduced Ordinance No. 2004-26 entitled AN ORDINANCE TO CREATE AN APPEALS BOARD FOR THE STORMWATER MANAGEMENT ORDINANCE and moved its passage on first reading. His motion was seconded by Alderman Lewis.

A motion was then made by Alderman Klatt that Ordinance No. 2004-26 be amended as follows:

To add as the last sentence of Sec. 16-902 (1) the following: "At least one member shall be a current member of the Board of Mayor and Aldermen." and

To change the words "ten working days" in Section 16-904 (c) to "25 working days" and to change "10 days" in Section 16-904 (d) to "25 days".

His motion was seconded by Alderman Lewis and it passed unanimously.

The vote was then called for on the passage of Ordinance No. 2004-26, As Amended, and it passed unanimously.

21. Consideration of Ordinance No. 2003-38 - An Ordinance to Amend the Franklin Zoning Ordinance Pertaining to Landscape Surface Ratios for Non-Residential Development,

Thomas R. Miller
Mayor



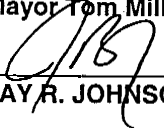
CITY OF FRANKLIN

TENNESSEE

www.franklin-gov.com

James R. Johnson
City Administrator

MEMORANDUM...

TO: Mayor Tom Miller
FROM: 
JAY R. JOHNSON, CITY ADMINISTRATOR
DATE: March 8, 2003
RE: Stormwater Fee

If I may respond to your memo and analysis on stormwater, I would agree generally on the objective of "getting more money into actual improvements benefiting water quality". Most of the focus these last two years has been on studies or equipment, not water quality or actual stormwater management. However, I would also argue it is imperative we complete the analysis of all basins as soon as possible.

By doing so, we will have a consistent data base of the entire community... all drainage basins, all neighborhoods, and all aldermanic wards.

Second, with this we can better prioritize drainage improvements throughout the City as to need, as to cost/benefit analysis, or as to in-house or contracted work.

I am concerned we may focus too much on "mega-projects", when/where we could perhaps get even more accomplished... "short term" ... with several smaller neighborhood projects. Again, these projects could focus either (or both) on flood control or on erosion control due to stormwater.

Regarding the "mega-projects", actually they will still be EPA grants, with probable local matching funds through bond issues, the example being the Jackson Lake area regional detention basin. Even with a \$3.65 ERU, debt service for this proposal bond is not included.

Finally, your letter does emphasize the point, perhaps indirectly, we must have a higher ERU fee than \$1.00/per ERU per month if we are to have a successful, beneficial program for the citizens of this city.

C: Board of Aldermen
Doug Berry, City Attorney
David Parker, City Engineer
Joe York, Director of Streets and Drainage
Randy Wetmore, Assistant City Administrator

JRJ/lyb

G:\STORMWATER MANAGEMENT\ERD-Mayor Miller Stormwater Fee-03-04.doc

109 THIRD AVENUE SOUTH

POST OFFICE BOX 305

FRANKLIN, TENNESSEE 37065-0305

(615) 791-3217 TELEPHONE

(615) 790-0469 FAX

Thomas R. Miller
Mayor

James R. Johnson
Administrator

CITY OF FRANKLIN
TENNESSEE

March 5, 2004

To: Board of Mayor and Aldermen
Cc: Jay Johnson
Dave Parker

From: Mayor Tom Miller

RE: Ordinance 2004-25

The captioned ordinance is before you on Tuesday evening for public hearing and second reading. The ordinance proposes funding the budget of \$1,074,250.00 with a Stormwater fee of \$3.65 per ERU. The budget is broken down as follows:

Personnel	\$ 236,075.00	21.9%
Operations and Maintenance	\$ 395,600.00	36.8%
Capital - Equipment	\$ 206,000.00	19.2%
Capital - Improvements	\$ 236,575.00	22.0%
Totals:	\$1,074,250.00	99.9%

To continue the study of the drainage basins, a professional consultant will need a budget of \$250,000.00 or 63.2% of the O & M budget. Since only 22% of this budget is devoted to actually improving water quality in Franklin I would suggest further basin studies be deferred until such time as we have completed, or nearly completed, the improvements in the basins already studied. Over one-half million dollars is being budgeted for basin studies over the next three years with actual improvement to water quality over that same period of time remains at about 20% of the total budget or less.

I recommend one of the two following actions:

1. Defer further drainage basin studies and reduce the Stormwater rate from \$3.65 per ERU to \$3.00 per ERU.
2. Defer further basin studies and allocate the money to capital improvements and leave the rate the same.

Thank you for allowing me to provide my input concerning this very important matter. If you have any questions, please contact me.

109 3RD AVENUE SOUTH P.O. BOX 305 FRANKLIN, TENNESSEE 37065-0305
(615) 791-3217 TELEPHONE (615) 790-0469 FAX



City Hall

P.O. Box 156

Franklin, Tennessee

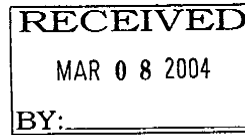
37065-0156

Office (615) 794-1225

Fax (615) 790-5337

1-800-356-3445

williamson-franklinchamber.com



March 8, 2004

TO: FRANKLIN BOARD OF MAYOR AND ALDERMEN
FROM: PAM S. KELLY *psk*
STORMWATER CHAIR

TOPIC: STORMWATER ORDINANCE 2004-25
(AS AMENDED)

Please allow us to direct your attention to Stormwater Ordinance 2004-25 (as amended) which comes up for final reading tomorrow night, Tuesday, March 9, 2004.

In previous correspondence and conversation, we have respectfully asked that a reduction in the \$3.65 ERU fee be considered. As you make a decision on this ordinance we ask that you be sensitive to the impact this excessive fee would have on businesses and vote for a lesser fee.

Enclosed you will find a copy of a letter from County Mayor Rogers Anderson indicating a willingness to work with the City of Franklin in arriving at workable solutions.

Thank you for the opportunities we have had to present the business operator's side in this matter and we thank you in advance for your consideration at the final reading.

Enclosure



WILLIAMSON COUNTY

Rogers C. Anderson, County Mayor
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
(615) 790-5700, Fax (615) 790-5818

February 10, 2004

Mrs. Pam Stephens Kelly,
Storm Water Committee Chair
Williamson County/Franklin Chamber
of Commerce
P. O. Box 156
Franklin, TN 37065-0156

Dear Mrs. Kelly:

Williamson County is currently working with neighboring communities (Nolensville, Brentwood and Franklin) wherever possible to share the development and implementation costs associated with the MS4 Stormwater Permit requirements. Some of these cooperative efforts include:

- Facilitation of the Tennessee MS4 Stormwater Working Group, with the goal of providing opportunities for MS4 programs from across Tennessee to collectively share ideas and resources;
- Integrating water quality environmental education, Project WET, into Williamson County classrooms;
- Delivery of WaterWorks!, a water quality public service announcement program;
- Erosion prevention and sediment control training workshops for the development and construction communities;
- County wide hazardous waste collection events; and,
- Citizen group activities, such as stream cleanup events.

Williamson County welcomes the opportunity to work with each of the municipalities to identify additional ways which we can all comply with the mandates of this law in the most efficient, cost-effective manner.

Sincerely,

Rogers C. Anderson
Williamson County Mayor

RCA/dg

Liberty Hills

Regional Detention Pond

Mark Smith

Liberty Hills HOA President



Why are we here?

has become so filled with algae, that during heavy rainfall the pond will quickly overflow. Chemical treatments are being used to control the algae, but this can harm the environment.



August 2021



Background

- 1988 Liberty Hills Built by Ellers Hudson and Associates
- 2004 an Agreement was entered into with City of Franklin – designated as Regional Stormwater Retention Facility with Regional Benefit

Work Done by City

- **June 2006** Sullivan Engineering Dredged Pond for \$195,000
- Box Culvert was also enhanced by Sullivan Engineering

Studying of Pond Done By City

- November 2015 – October 2019 – **CEC** Contracted for studying Flooding along Ralston Creek
- 2018 – CEC Contracted for a Flood Study



Civil & Environmental Consultants, Inc.

325 Seaboard Lane | Suite 170 | Franklin, Tennessee 37067

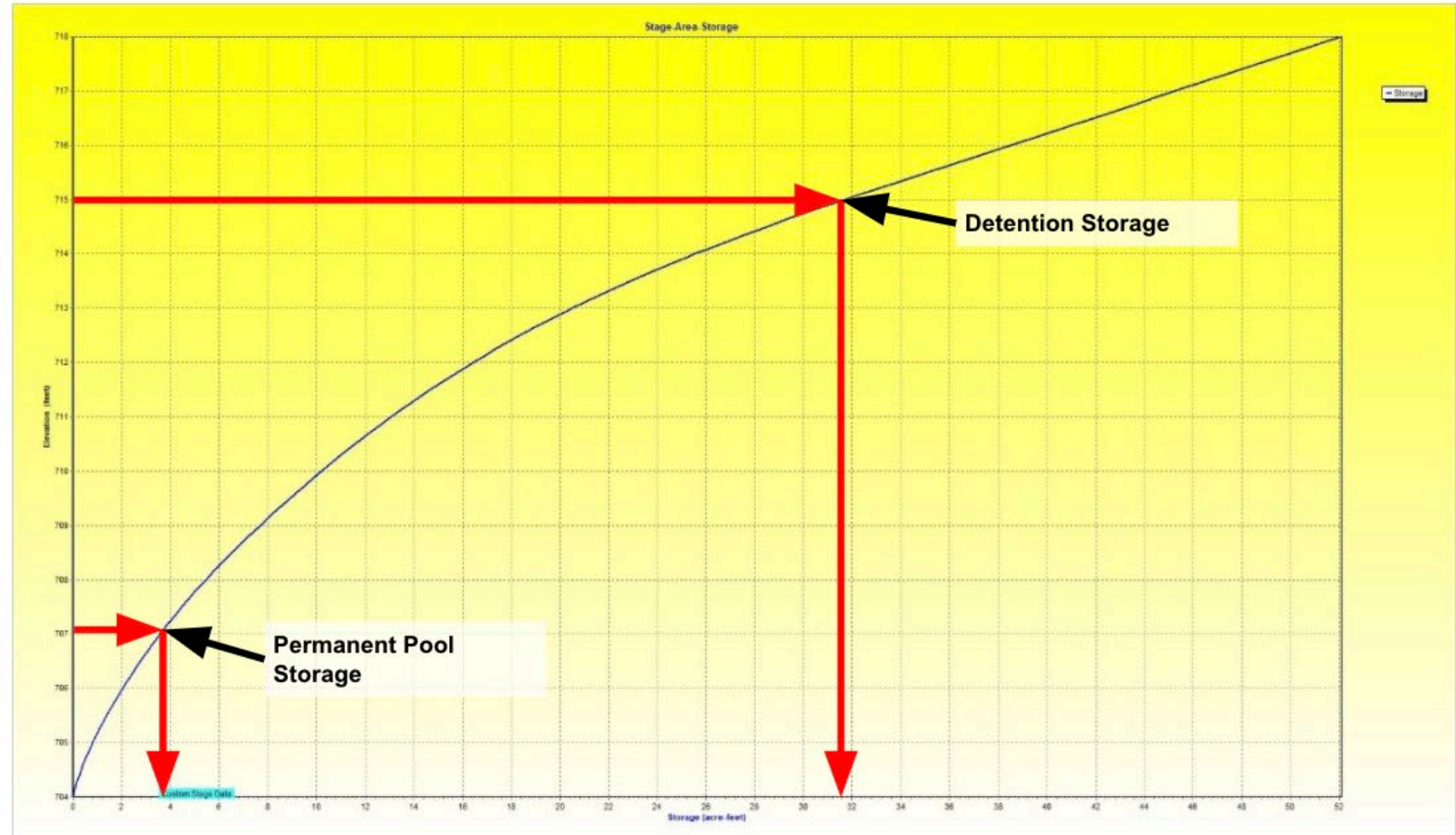
Phone: (615) 333-7797 | Fax: (615) 333-7751

Project Overview

- November 19, 2015 - Feasibility Study approved by City of Franklin.
 - Determine potential ways to address flooding in the Royal Oaks Subdivision along Ralston Creek by:
 - Creating additional volume in open space
 - Draining pond and designing a natural channel
 - Draining pond, designing a natural channel and decreasing Liberty Hills Drive culvert
 - Mitigate the eroding stream channel
- September 12, 2017 - Additional scope to finalize flood study along Ralston Creek approved by the City of Franklin.
- November 8, 2018 – Project Public Meeting
- July 23, 2019 - Additional scope to prepare FEMA Letter of Map Revision (LOMR) approved by the City of Franklin.

Existing Pond Volume

- Assumes No Discharge
- Permanent Pool Storage
 - Below Outlet Invert Elevation 707.13 feet
 - 1,231,067 gallons
 - 3.778 acre-feet
- Detention Storage
 - Below Liberty Hills Drive Elevation 715 ft
 - 10,358,818 gallons
 - 31.79 acre-feet



Pond Watershed

- Area Draining to Pond
 - 414 acres
 - 1" of Rainfall Runoff Equates To
 - ~11.2 million gallons of stormwater
 - ~ 34.5 acre-feet

Regional Impact to Liberty Hills Pond

- 414 Acres Drain to the Pond
 - During a 1” Rainfall, ~11.2 Million Gallons of Stormwater
 - Franklin receives 58” of rainfall on average per year
 - 649 Million Gallons go through pond per year
 - 10.384 Billion gallons since 2006 Dredging

WorldClimate.com

Average Weather Data for Franklin, Tennessee

[US Climate Data](#) / [Tennessee](#) / [Franklin](#)

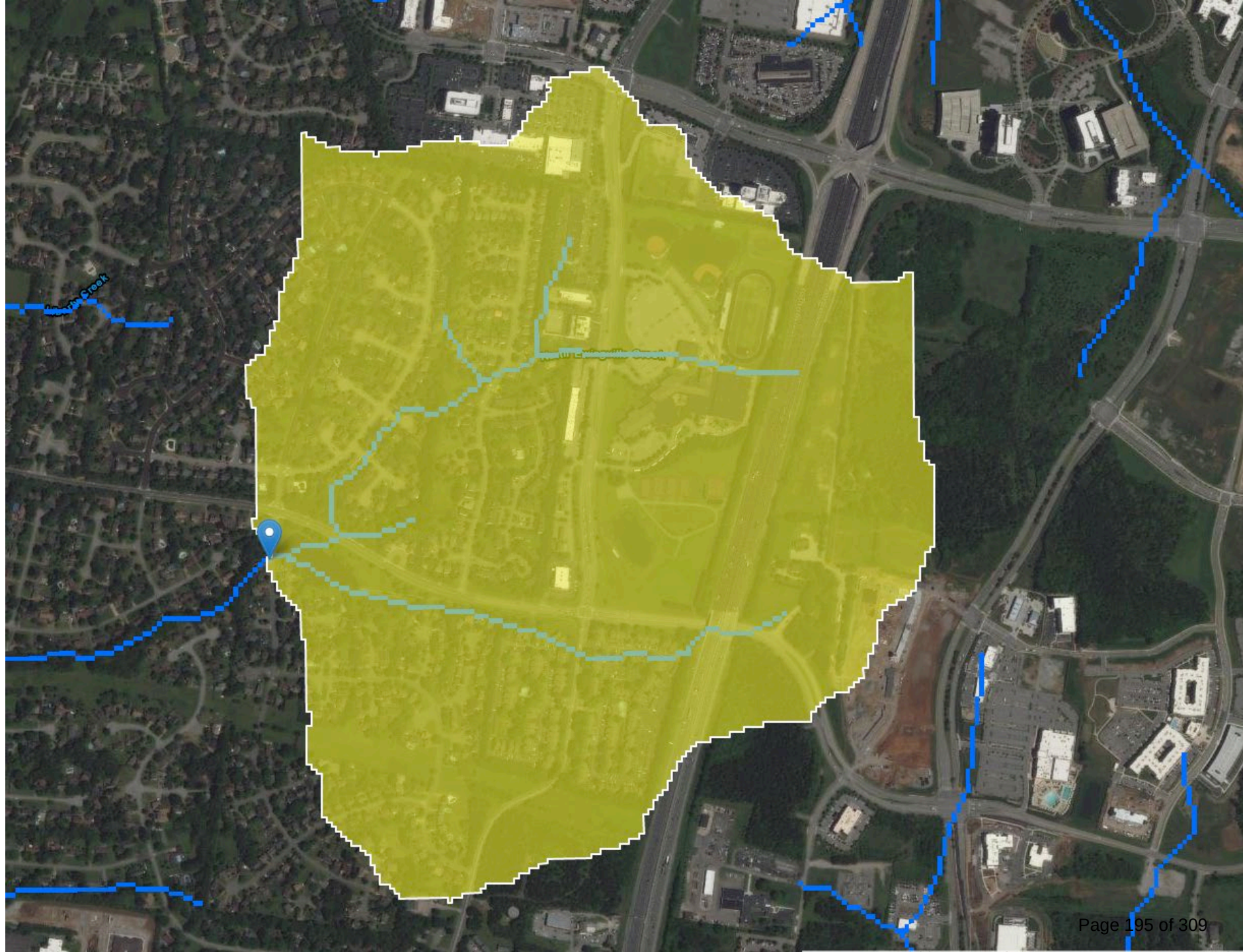
Yearly Averages

What's The Average High Temp in Franklin?	70.4 °F
What's the Average Low in Franklin?	47.2 °F
What's the Average Temperature in Franklin?	58.8 °F
How Many Inches of Rain per year does Franklin get ?	52.84 inches
How Many Rainy Days a year are there in Franklin?	N/A
How Much Sunshine each year is there in Franklin (in hours)?	N/A
How much, if any, snow falls each year in Franklin?	1 inches

What is the region?

- 414 Acres

<https://streamstats.usgs.gov/ss/>



What is a “Regional Stormwater Management Facility???”

Per COF ordinance “typically a detention/retention pond”



City of Franklin – Code of Ordinances

Title 23 – Stormwater Management; Sec. 23-103. – Definitions

(66) Regional stormwater management facility – A device or management practice, typically but not always a detention or retention pond, with a tributary area with more than one development site. This may be multiple homogeneous land use areas or an area of various land uses.

Title 23 – Stormwater Management; Sec. 23-106. – Objectives and policy; (2) implementation; (i) General stormwater regulations

- (i) The city encourages regional stormwater management practices, serving 40 to 300 acres of tributary area, which may be consistently and efficiently managed and maintained. These types of practices will be encouraged to replace or reduce the implementation of on-site stormwater management practices redevelopment of properties containing on-site stormwater management practices may be permitted, at the discretion of the city engineer, provided the property and downstream public and private properties, infrastructure or waters of the state are adequately protected by a regional facility(s) from stormwater quantity or quality impacts.

Title 23 – Stormwater Management; Sec. 23-106. – Objectives and policy; (2) implementation; (j) Maintenance Responsibility

- (i) Any stormwater management facility or BMP which services individual property owners or subdivisions shall be privately owned with general routine maintenance (controlling vegetative growth and removing debris) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other maintenance by the city.
- (ii) Any stormwater management facility or BMP which services an individual subdivision in which the facility or BMP is within designated open areas or an amenity with an established homeowners' association shall be privately owned and maintained consistent with provisions of this title. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency maintenance by the city.
- (iv) All Regional stormwater management facilities proposed by the owners, if accepted by the city engineer and approved by the board of mayor and aldermen for dedication as a public regional facility shall be publicly owned and maintained.

Regional Stormwater Management Facilities Criteria

Two-part test to determine if a stormwater management facility is truly regional. BOTH parts of the test must be satisfied.

Part 1 - Clearly provides a regional benefit (water quality and/or quantity)

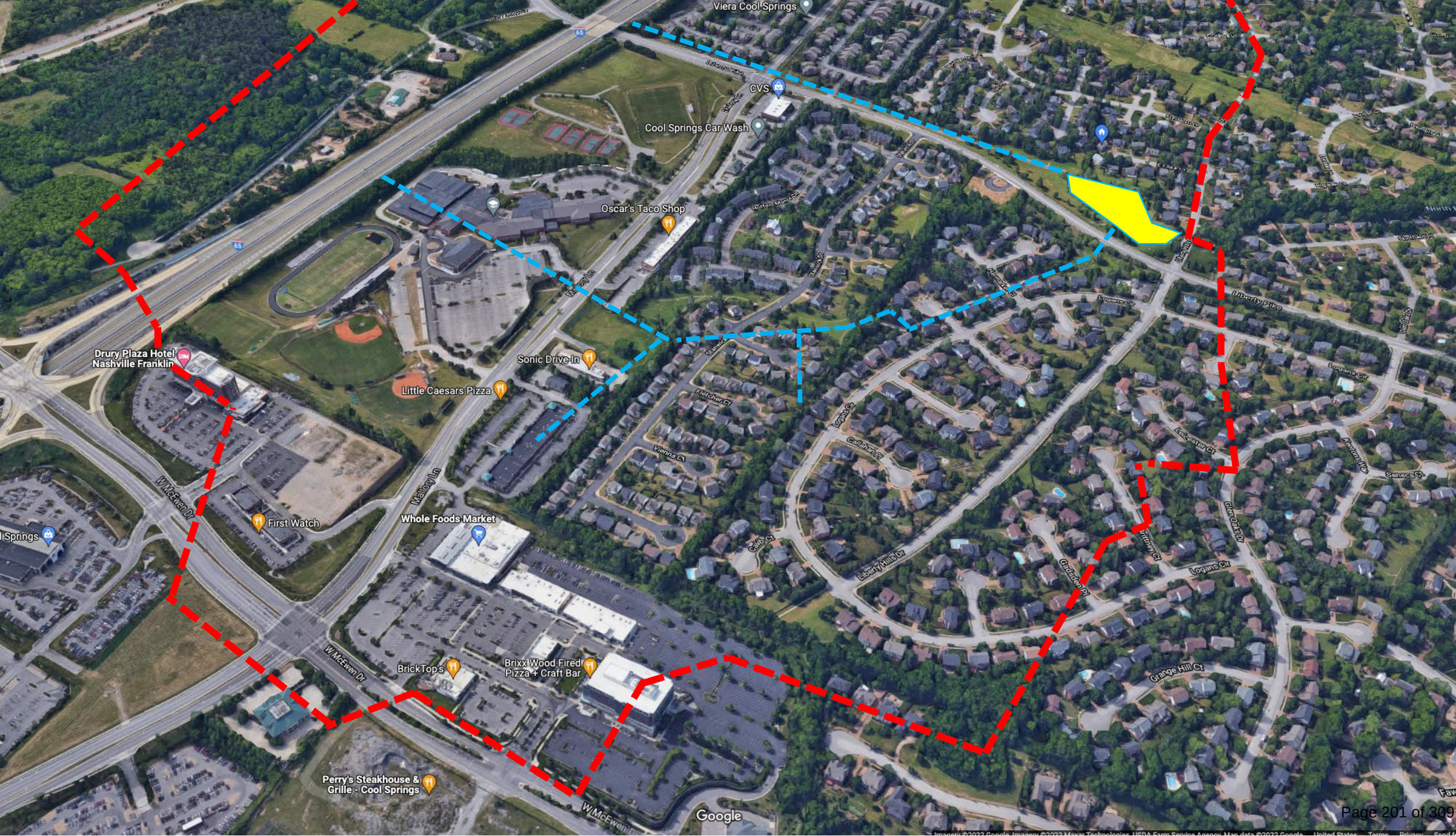
- Does the facility provide a regional benefit outside a single development? I.e. Was the pond originally designed to detain and treat runoff from other development sites?
- Did the regional facility replace or reduce the implementation of upstream stormwater management practices?

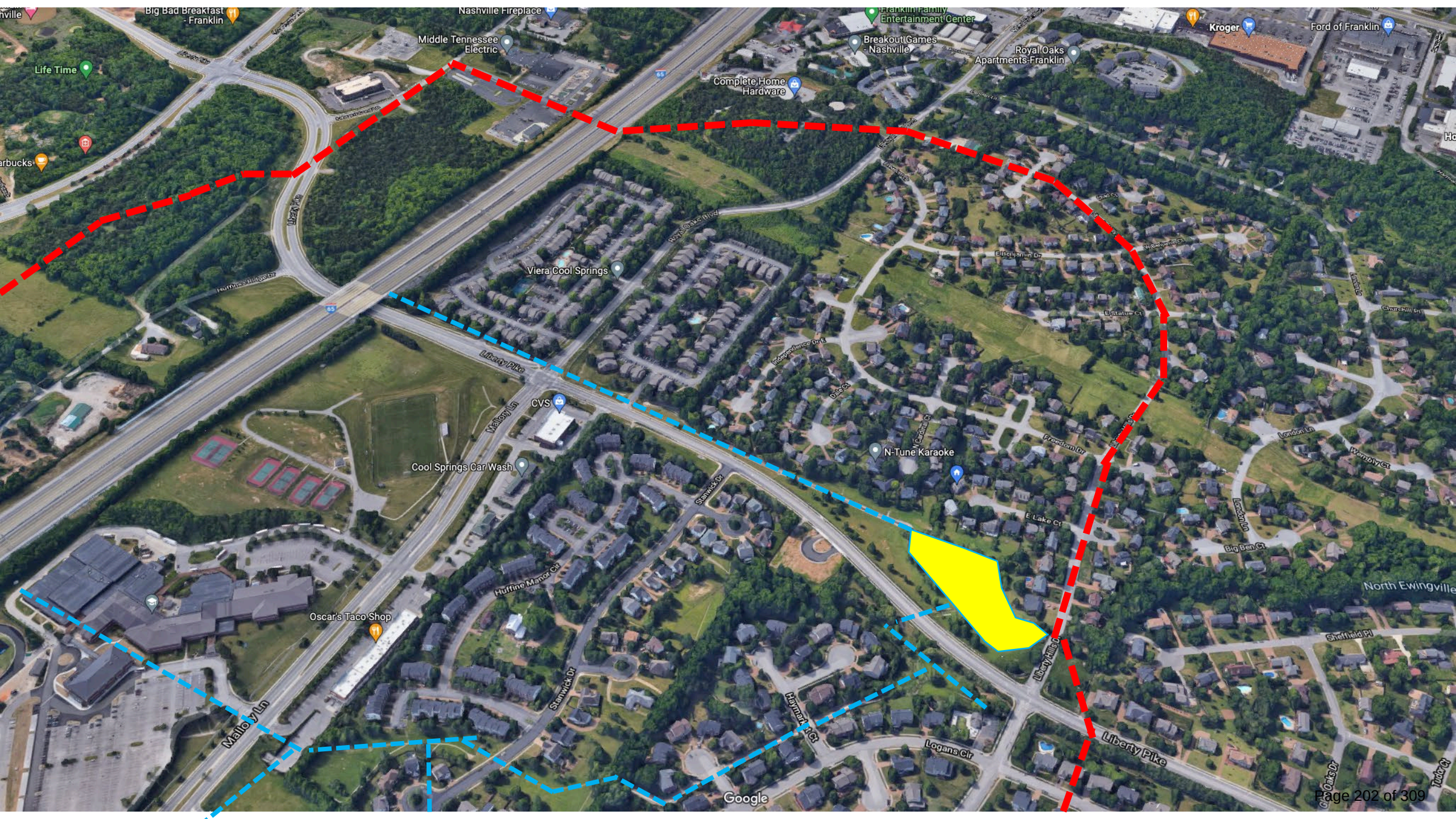
Part 2 - Regional facility is publicly owned and maintained

- Is the regional facility owned by the City of Franklin, TN or is it within a Public Drainage and Access Easement?
- Does the plat assign maintenance responsibility?
- Is there an official Long Term Maintenance Plan approved by the City of Franklin, TN?









Life Time

Big Bad Breakfast - Franklin

Middle Tennessee Electric

Nashville Fireplace

Complete Home Hardware

Breakout Games - Nashville

Royal Oaks Apartments - Franklin

Kroger

Ford of Franklin

Viera Cool Springs

CVS

Cool Springs Car Wash

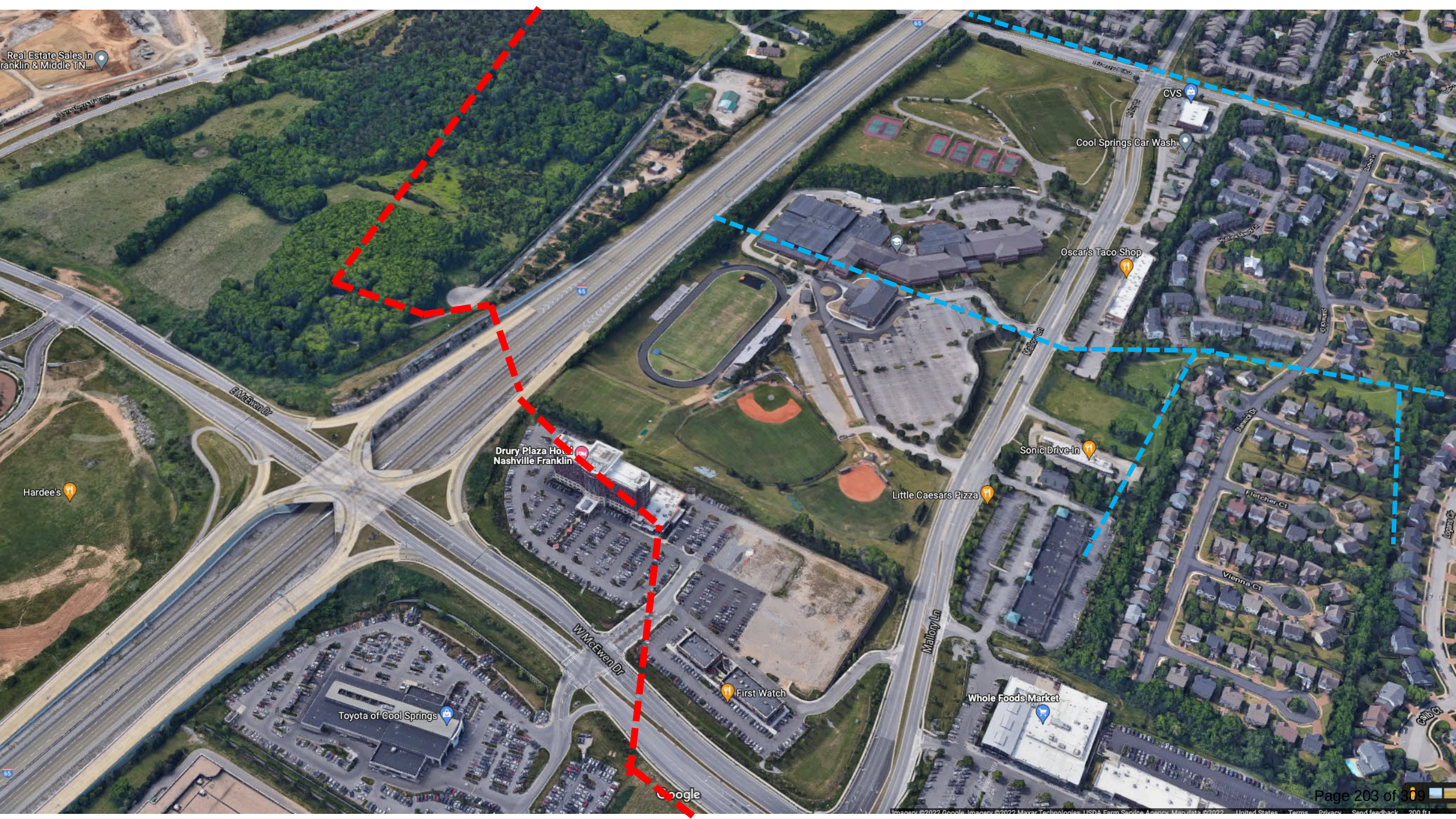
N-Tune Karaoke

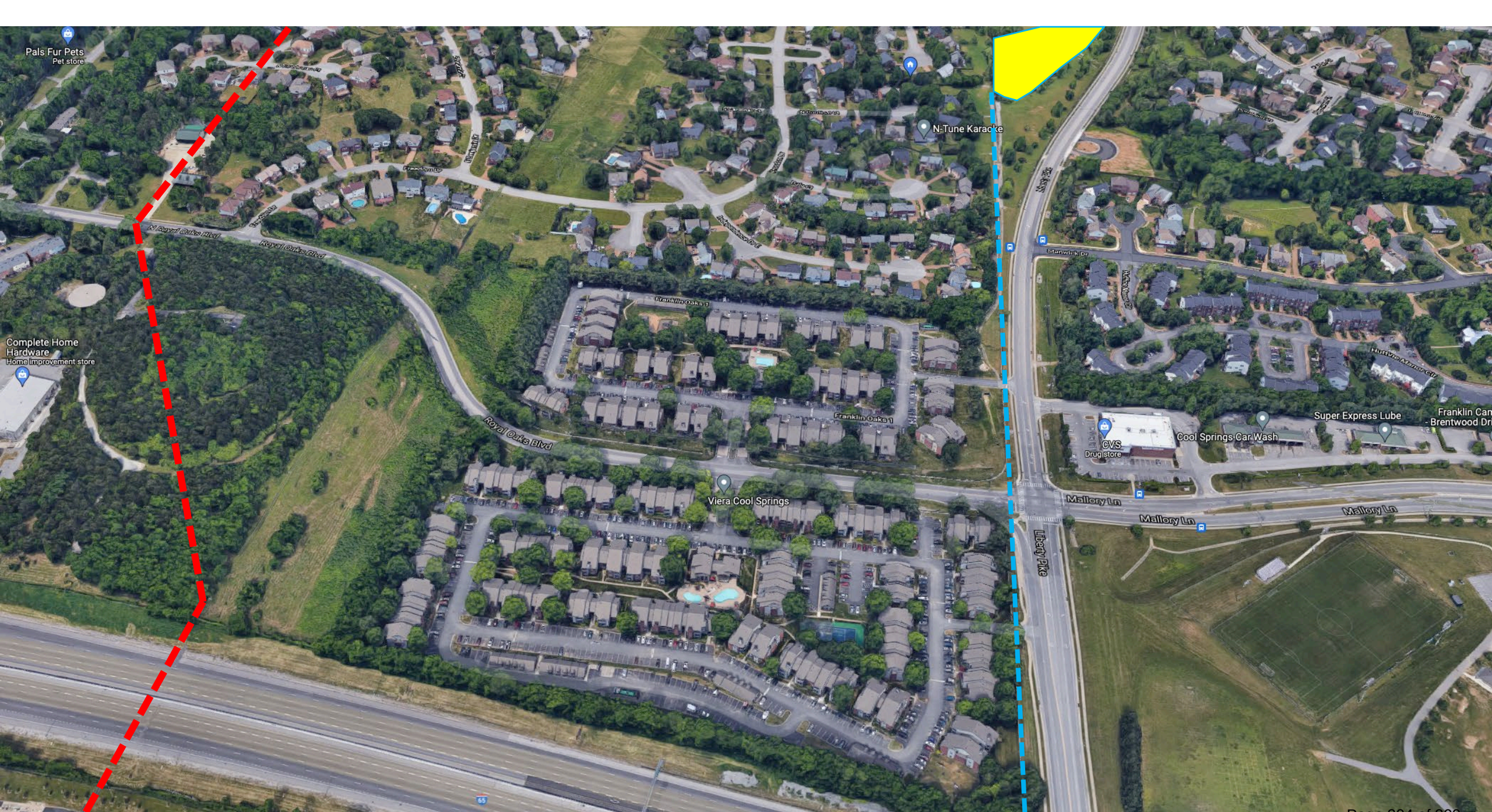
Oscar's Taco Shop

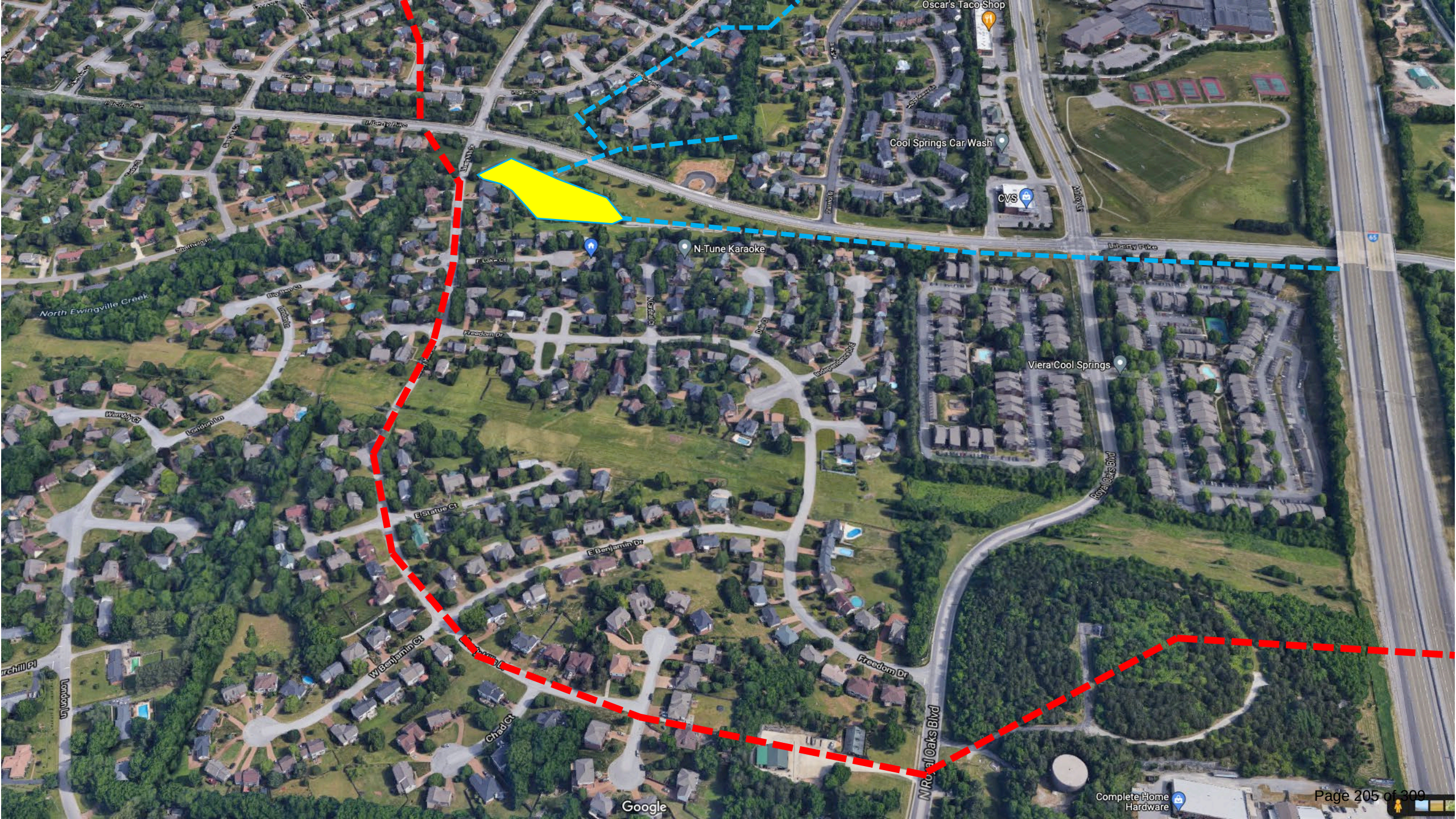
Huffine Manor Ct

North Ewingville

Google







Oscar's Taco Shop

Cool Springs Car Wash

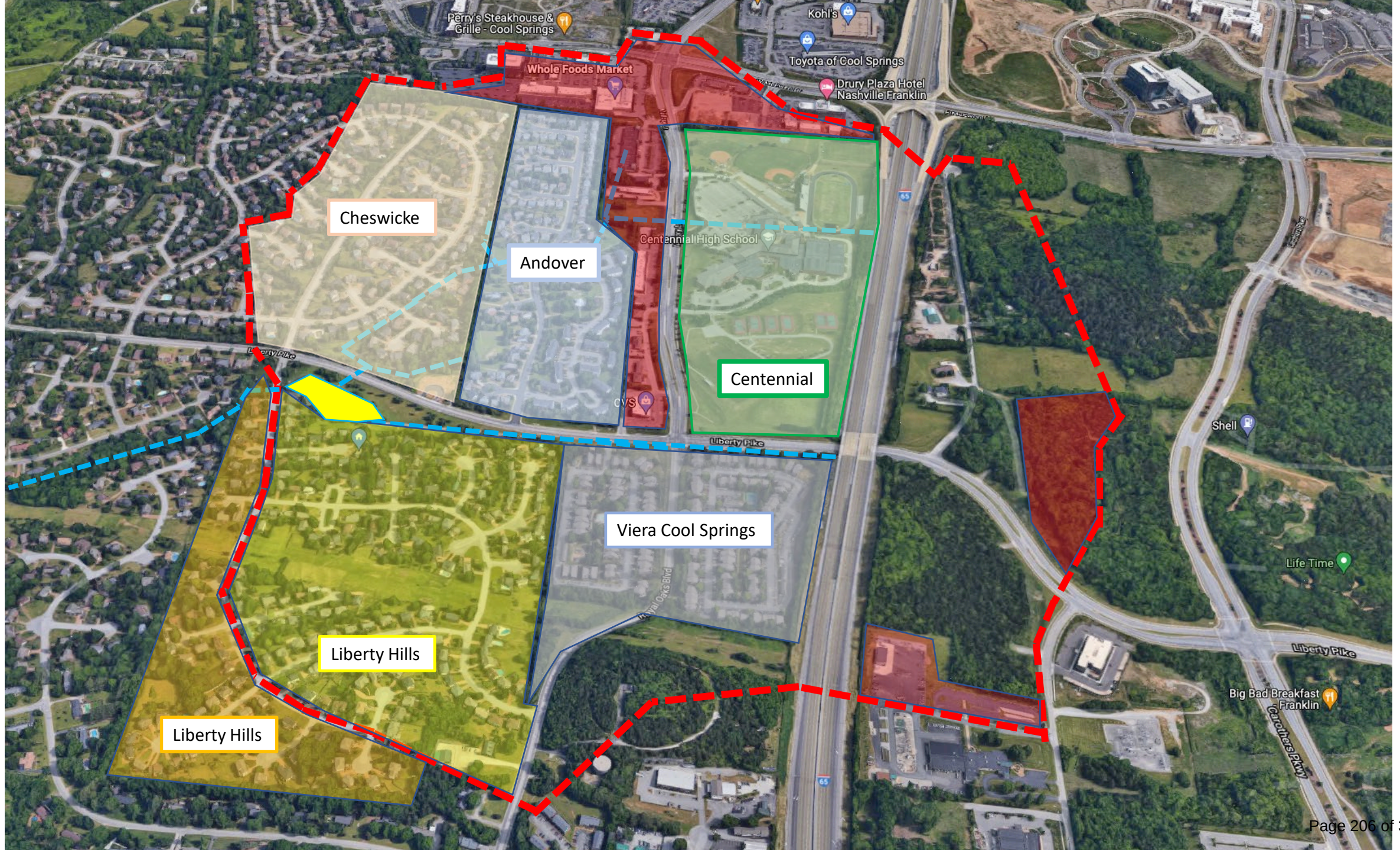
CVS

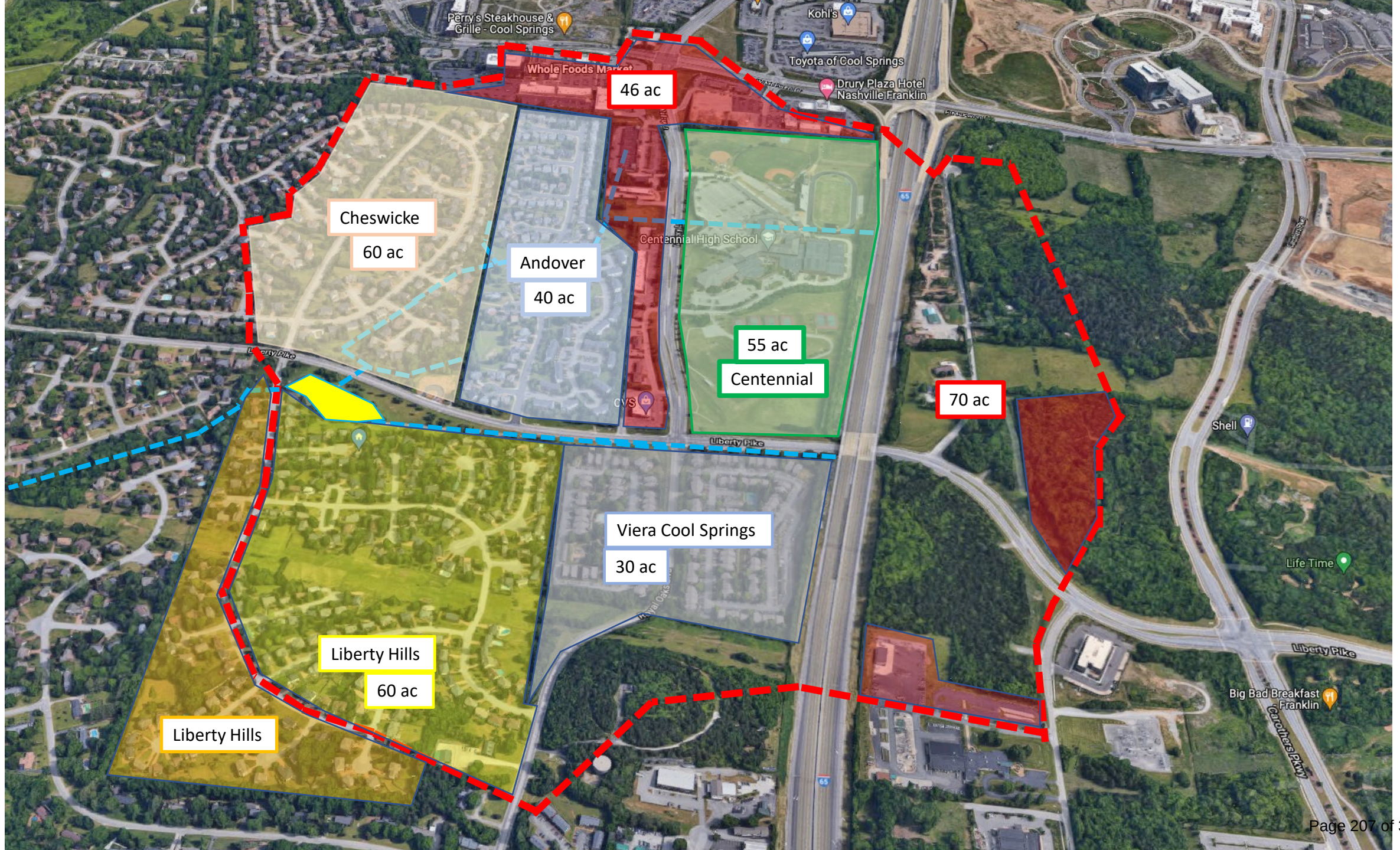
N-Tune Karaoke

Viera Cool Springs

Google

Complete Home Hardware





Regional Stormwater Management Facilities Criteria

Two-part test to determine if a stormwater management facility is truly regional. BOTH parts of the test must be satisfied.

Part 1 - Clearly provides a regional benefit (water quality and/or quantity)

- Does the facility provide a regional benefit outside a single development? I.e. Was the pond originally designed to detain and treat runoff from other development sites?
- Did the regional facility replace or reduce the implementation of upstream stormwater management practices?

Part 2 - Regional facility is publicly owned and maintained

- Is the regional facility owned by the City of Franklin, TN or is it within a Public Drainage and Access Easement?
- Does the plat assign maintenance responsibility?
- Is there an official Long Term Maintenance Plan approved by the City of Franklin, TN?

New?

Liberty Hills

First Test

Regional Benefit-**Failed**

- Facility Provides No Regional Water Quality or Quantity Benefit (Based on CEC study)

False

False

Which study?

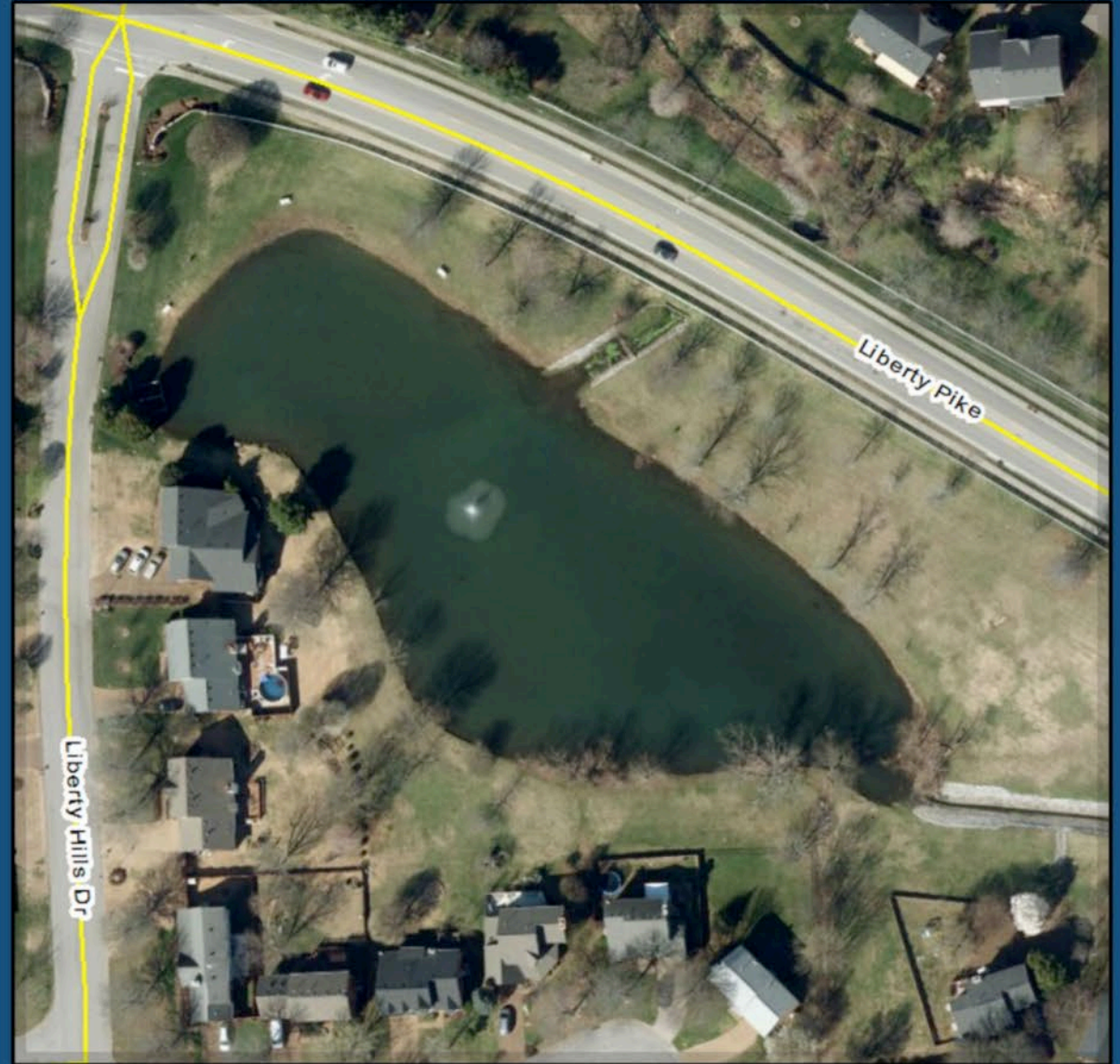
Second Test

New since 2004?

Publicly Owned and Maintained-**Failed**

- Facility is owned by the HOA and no PUDA easement is in place
- The City of Franklin has a maintenance agreement that allows access for maintenance only as determined and directed by the Board of Mayor and Aldermen. HOA must approve all maintenance activities with the exception of emergency maintenance
- Pond is jurisdictional

Why might it be jurisdictional?





MEMORANDUM

Date: May 1, 2019
To: Mr. Paul Holzen, P.E., LEED AP, City of Franklin
From: Eric J. Gardner, P.E., CPESC, Jeffrey B. Shaver, P.E., CFM, CPESC
Subject: Ralston Creek at Liberty Hills – Feasibility Study Summary

CEC Project No. 153-050

1.0 INTRODUCTION

Mr. Holzen – City of Franklin
CEC Project 153-050
Page 2
May 1, 2019

solutions that may not be acceptable. The “extreme” solutions would require the Liberty Hills Pond to be changed from a neighborhood amenity to an unsightly flood control facility (e.g. drain pond and construct walls around pond to increase storage volume). It was also determined that the cost-benefit ratio of the “extreme” solutions would provide little relief for a relatively large cost.

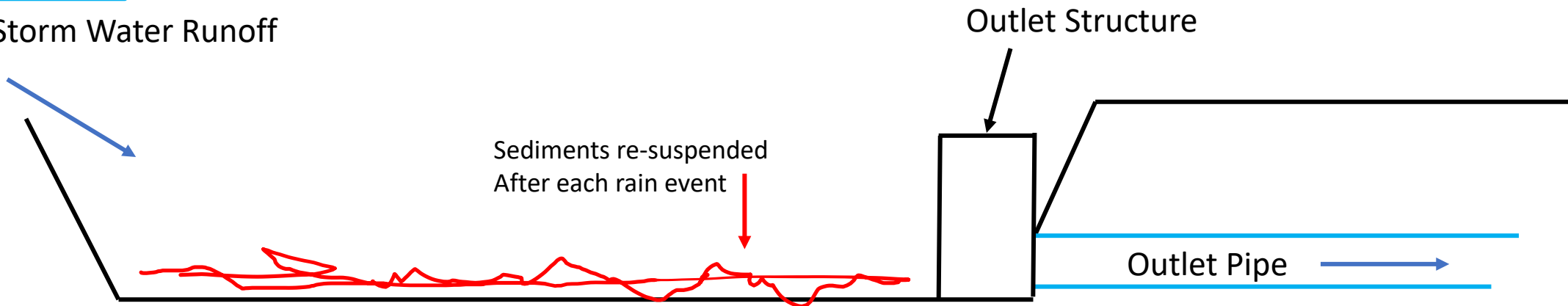
In simple terms, the analysis shows releasing stormwater from the pond at a slower rate requires additional storage volume for the pond, which has the potential of increased flooding for the properties adjacent to the Liberty Hills Pond. Subsequently, modifying the outlet structure to release stormwater quicker resulted in the potential for increased flooding downstream of the pond along Ralston Creek.

The second phase analyzed four additional potential solutions which showed there is not a solution that will lower the pond water elevation a measurable amount for the 100-yr event while not increasing the outflow from the pond. The extended flood study also indicated that the majority of the houses adjacent to the right descending bank of Ralston Creek downstream of Liberty Hills Drive are located in the base flood (100-year) floodplain in the existing condition.

CEC recommends that the City not make modifications to the Liberty Hills Pond outlet structure and storage capacity. The following information provide a detailed description of the existing conditions and each of the potential solutions that were evaluated. The following details describes the modifications that would be required with each option, a table with the results from the analysis, and CEC’s reason for not recommending the option.

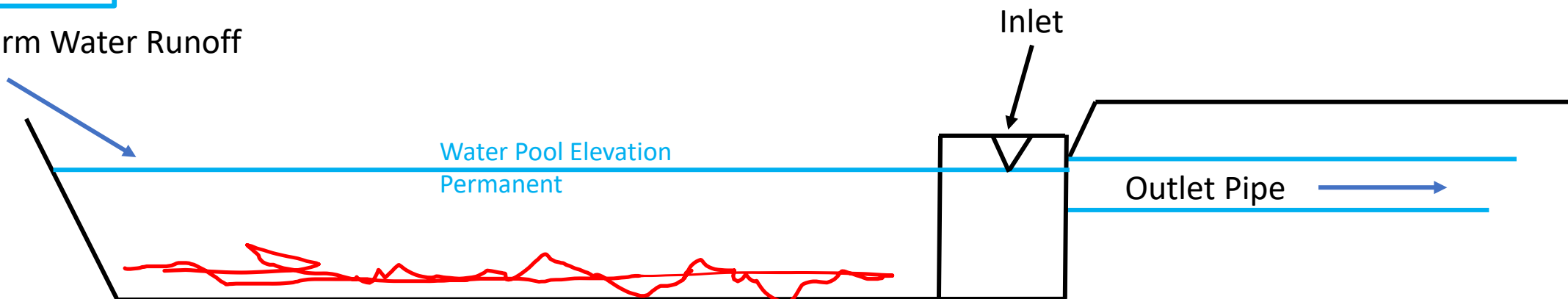
Dry Pond

Storm Water Runoff



Wet Pond

Storm Water Runoff



*WET PONDS PROVIDE A BETTER WATER QUALITY
BENEFIT THAN A DRY POND

Heavy sediments settle out and are less likely to be
Resuspended between each rain event

Tennessee Dept of Environment & Conservations – TN Permanent Stormwater Management & Design Guidance Manual 1st edition Dec. 2014

Standard aquatic benches or wetlands more than 10% of pond area (see Section 1.6)
Turf in pond, trees, shrubs, and herbaceous plants in pond buffers; Shoreline landscaping to discourage geese (see Section 1.10)
Aeration (preferably bubblers that extend to or near the bottom or floating islands (see Section 1.11)

1.2 Physical Feasibility

Space Required	The surface area of a wet pond will normally be at least 1% to 3 % of its contributing drainage area, depending on the impervious cover, pond geometry, etc.
Contributing Drainage Area (CDA)	A contributing drainage area of 10 to 25 acres or more is typically recommended for wet ponds to maintain a healthy permanent pool. Wet ponds can still function with drainage areas less than 10 acres, but designers should be aware that these “pocket” ponds will be prone to clogging and experience extreme fluctuations in seasonal water levels and be susceptible to creating nuisance conditions. A water balance should be calculated to assess whether the wet pond will draw down by more than 2 feet after a 30-day summer drought (see Section 1.5).
Available Hydraulic Head	The depth of a wet pond is usually determined by the hydraulic head available on the site. The bottom elevation is normally the invert of the existing downstream conveyance system to which the wet pond discharges. Typically, a minimum of 6 to 8 feet of head are needed for a wet pond to function.
Minimum Setbacks	Local subdivision and zoning ordinances and design criteria should be consulted to determine minimum setbacks for impoundments to property lines, structures, and wells. Generally, wet ponds should be set back at least 20 feet from property lines, 25 feet from building foundations, 50 feet from septic system fields and 100 feet from private wells. Setbacks are measured from the toe of the embankment on the downstream side and the design high water on the upstream side.

- 1% - 3% of the CDA
(Contributing Drainage Area) = $0.01 \times 414 \text{ ac} = 4 \text{ ac} \pm$
- Liberty Hills $0.01 \times 60 \text{ ac} = 0.6 \text{ ac} \pm$
- Pond = 3.5 - 4 ac including dry forebay area

Is Liberty Hills Pond Bigger Than It Needs to be?

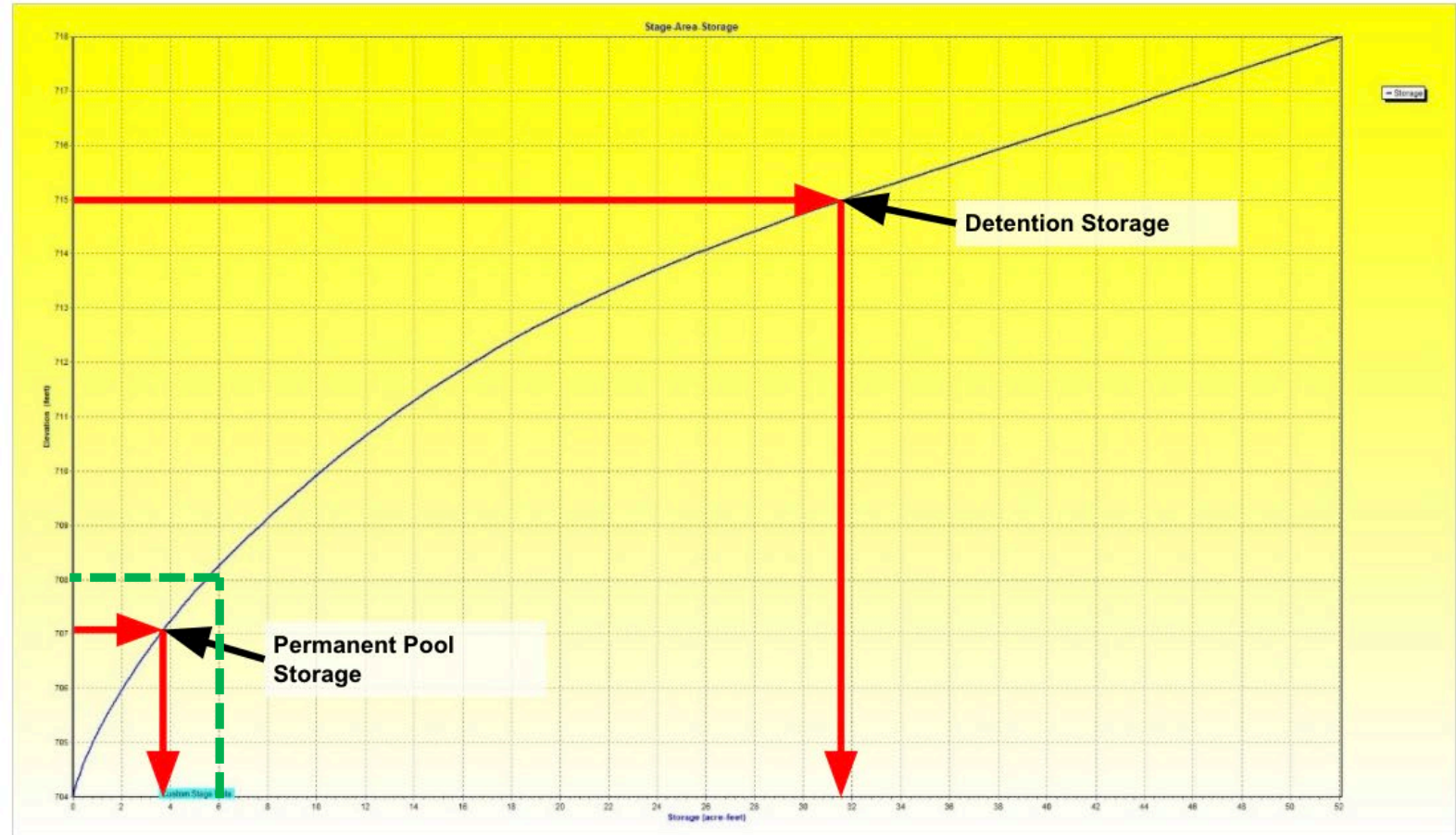
Permanent Pool
1.86 ac

Dry Forebay Area
4.8 ac



Existing Pond Volume

- Assumes No Discharge
- Permanent Pool Storage
 - Below Outlet Invert Elevation 707.13 feet
 - 1,231,067 gallons
 - 3.778 acre-feet
- Detention Storage
 - Below Liberty Hills Drive Elevation 715 ft
 - 10,358,818 gallons
 - 31.79 acre-feet









Liberty Hills Provides a Regional Quality and Quantity Benefit

- The pond has a weir
 - Maintain pool elevation and regulate flow downstream (volume, flow rate, downstream flooding)
 - Homeowners downstream would experience increases in water elevation and volume without a weir or pond giving **quantity** benefit
 - The pond captures regional sediment and other heavier contaminants preventing transport downstream, thus providing a **quality** benefit
- Why not Remove the Weir / Pond?
 - The CEC study showed any changes made to the Weir structure would not improve the downstream flooding conditions
 - The study did not conclude one could remove the Weir and not see a negative impact. The weir is there for a reason.
 - If Weir is removed – during certain storm events, volume and flow rate would change downstream.

Feasibility Study

Conclusion

- Releasing stormwater from the pond at a slower rate requires additional storage volume for the pond, which has the potential of increased flooding for the properties adjacent to the Liberty Hills Pond.
- Modifying the outlet structure to release stormwater quicker resulted in the potential for increased flooding downstream of the pond along Ralston Creek.

Feasibility Study

Objective for Feasibility Study

- Evaluate potential solutions for flooding due to the lower more frequent rainfall events downstream of the Liberty Hills Pond.
- Decrease the outflow from the Liberty Hills Pond while not increasing the water elevation in the pond when compared to the existing conditions

Feasibility Study

Conclusion

- There is not a solution that will lower the pond water elevation a measurable amount for the 100-yr event while not increasing the outflow from the pond.
- The majority of the houses adjacent to the right descending bank of Ralston Creek downstream of Liberty Hills Drive are located in the base flood (100-year) floodplain in the existing condition.



The Existing Agreement

RESOLUTION APPROVING THE ESTABLISHMENT OF A REGIONAL STORMWATER DETENTION FACILITY IN LIBERTY HILLS SUBDIVISION.

WHEREAS, the Liberty Hills Subdivision property encompasses a lake that acts as a stormwater retention facility for the Liberty Hills Subdivision as well as a regional stormwater retention facility for a substantial portion of the drainage basin in which it is located (hereinafter "the retention pond");

WHEREAS, the retention pond serves as an important component of the the city → Grantee's public, city-wide stormwater management system and the regular dredging, maintenance and repair of this regional retention pond is in the public interest; and

WHEREAS, the retention pond has been found by the Director of Engineering to be a functioning regional detention facility that may, in the future, need cleaning, construction, repair and on-going maintenance so that it will continue to function properly for the purposes for which it was created; and

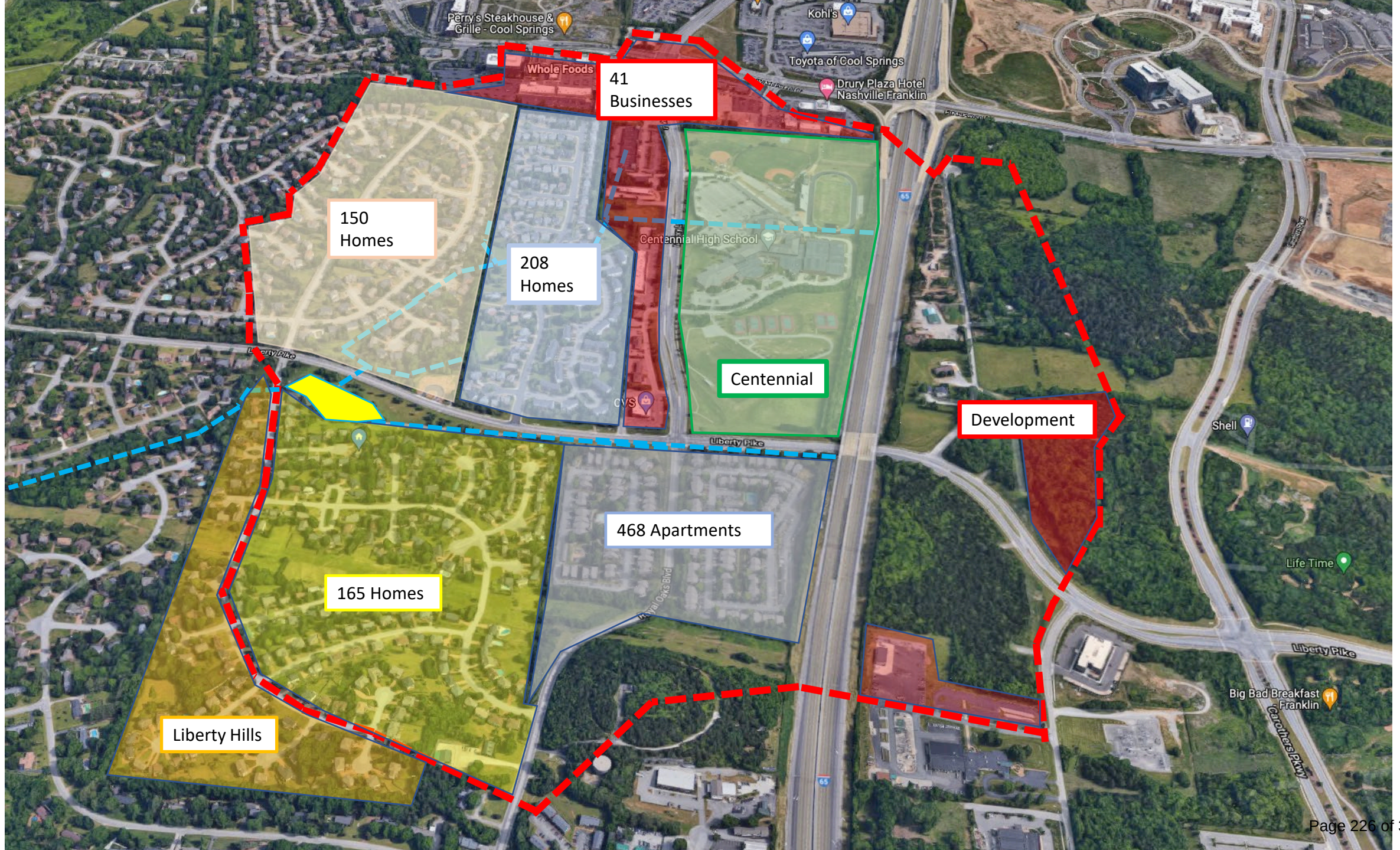
WHEREAS, Franklin Municipal Code Section 16-706(2) authorizes the city to maintain such a facility after acceptance by the Director of Engineering of a functioning regional detention facility approved by the Board of Mayor and Aldermen.

NOW THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that, based upon the City Engineer's finding that the retention pond meets city standards as a functioning regional detention facility, the Board of Mayor and Aldermen approves its acceptance. The City Administrator and Mayor are authorized to execute any









<https://www.franklinn.gov/government/departments-a-j/engineering/stormwater/stormwater-user-fee>

Stormwater User Fee

The Board of Mayor and Alderman passed on second reading, March 9, 2004 an ordinance (2004-25) to establish a stormwater user fee to be applied to all properties within the City. The Equivalent Residential Unit (ERU) is hereby established to be 3,350 square feet of impervious area. The intent to establishing a base rate and tiers is so that application of rate and tiers leads to a fair and equitable result, collecting fees proportionally to the amount of actual use of stormwater facilities. The fee structure reflects different categories of use and tiers using commonly accepted principles to achieve such equitable results.

The ERU rate to be charged for Stormwater Management User Fees for each ERU is \$3.65 per month. Non-Residential Properties pay monthly the ERU rate times the actual square footage of impervious surface area (e.g., pavement, concrete, rooftop, sidewalk) divided by the ERU. Residential Properties are separated into two tiers: residential units smaller than 3,350 square feet will pay 75% of (or 0.75 times) the ERU Rate per month and residential units larger than 3,350 square feet will pay 120% of (or 1.2 times) the ERU Rate per month.

PREVIOUS READ	PRESENT READ	GALLONS USED	SERVICE TYPE	CHARGES
			Recycling	4.00
64000	69200	5200	Water	35.12
64000	69200	5200	Sewer	45.20
			Stormwater	2.74
			Solid Wast	19.00
			Sales Tax	3.42
			Round Up	0.11
Total				109.59
	To Be Paid from Bank Acct		10/15/2020	

Homes Contributing Towards Pond	Fees Collected Since 3/4/2004
358 from Cheswick and Andover	\$208,935
165 from Liberty Hills	\$96,297
468 Viera Cool Springs Apartments	<u>\$273,134</u>
2004 – 2022	\$578,366

City Annual Income on Stormwater = \$32,584 / yr

The Proposed Resolution

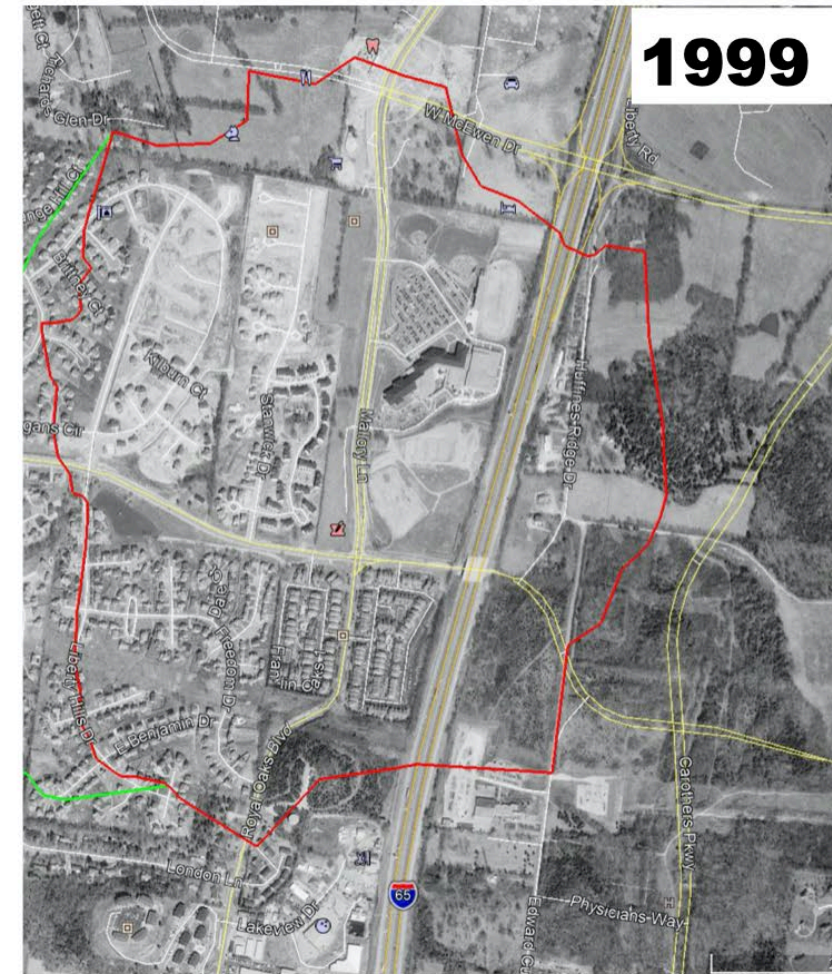
WHEREAS, on November 19, 2015, the Board of Mayor and Aldermen approved a Professional Services Agreement with Civil & Environmental Consultants, Inc., to evaluate potential solutions to address flooding and streambank erosion in the Royal Oaks Subdivision, which included the Liberty Hills pond; and

WHEREAS, on May 1, 2019, City staff received the final Liberty Hills Feasibility Study from Civil & Environmental Consultants, Inc., and after review of the study City staff determined that the pond provides no regional benefit and is simply a private amenity to the Liberty Hills Subdivision HOA; and

WHEREAS, City staff believe that should the City desire to do any maintenance on the pond, the best option identified by Civil & Environmental Consultants, Inc., is to remove the pond, restore the pond back to its original state as a stream, establish a 60' riparian buffer, and install a culvert that would not increase or decrease flow and flooding upstream and downstream of the pond; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to rescind the 2005 resolution establishing a regional stormwater detention facility in Liberty Hills Subdivision and to do no further maintenance on the pond unless there are emergency circumstances.

Development In Watershed



What should we do with the pond?

Pond is Dredged – City Partner with HOA

- \$194,000 in 2006, unknown costs in 2021+ (permitting, etc)

Pond is Removed

- Ballparked at \$1,000,000 by City Engineering
- Stream Restoration Offset Credits paid by State Could Cover Cost

Do we know which option is right?

Pond Feasibility Study by CEC

Cost estimated
\$20,000

3.0 SCOPE OF SERVICES

CEC proposes the following scope of services:

3.1 Develop Concept Plans/Collaboration Meeting with HOA/Presentation Development

- Option 1: CEC will use the previous dredging plan and experience CEC has had with similar projects to evaluate the design, permitting and estimated construction costs.
- Option 2: CEC will prepare a conceptual stream establishment plan and sections and estimate the design, permitting and construction costs. Maximizing the mitigation benefit of the re-established stream will be a key driver in the conceptual design. CEC will analyze the plan using TDEC's Stream Quantification Tool (SQT) to estimate the value of the mitigation effort.
- CEC will meet with the HOA to discuss these initial findings. A summary of the discussions during this meeting will be prepared and sent to the HOA.
- CEC will develop a presentation (e.g., PowerPoint) illustrating the considered options. The presentation will also include a preliminary list of project constraints. The purpose of this presentation will be to support the HOA's efforts in communicating the options and issues to the Liberty Hills Subdivision first.

Which option is **NOT** Right?

- Leaving homeowners with a pond that was allowed to be built by the city, except for 'emergency' maintenance
- Telling the homeowners that stormwater regulations and ways of doing things have changed and so the city has no interest in the pond anymore as a regional pond
- Ignoring the problem / getting out of the problem
- Pushing the entire cost of keeping the pond safe, healthy, and reasonable in appearance on the Liberty Hills Homeowners
- Removing the Regional Stormwater Designation furthering the burden of major maintenance solely upon Liberty Hills

The Ask

- Reject RESOLUTION 2021-92 or remove Liberty Hills from it
- Agree to Allow HOA to Partner with City of Franklin for:
 - Help us find a Long-Term Solution To Pond
 - Long-term and sustainable to both City and HOA
 - Fund a study of the Pond
 - Both HOA and City can understand impacts of both keeping and removing the pond
 - Look at impact of pond at an official capacity



File #: 20-01479

DATE: January 10, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator

SUBJECT:

*Consideration Of Resolution 2022-04, A Resolution Acknowledging The Letter Of Agreement Between The Tennessee Main Street Program And The Downtown Franklin Association.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request to enter into a Letter of Agreement supporting the participation of the Downtown Franklin Association (DFA) in the Tennessee Main Street Program regarding policies and programs.

BACKGROUND/STAFF COMMENTS:

This is the annual agreement between the Franklin Main Street Association and Downtown Franklin Association that the Board reviews and acknowledges.

The letter of agreement confirms the participation of the local community and the local Main Street organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, and to seek annual accreditation from the National Main Street Center.

The Tennessee Department of Economic and Community Development (TECD) operates the Tennessee Main Street Program. The Tennessee Main Street Program, which is associated with the National Main Street Center, assists communities in promoting and revitalizing their downtowns and central business districts. The Downtown Franklin Association (DFA) was founded in 1984 with the expressed mission of revitalizing Franklin's historic downtown. These efforts have been directed by the program guidelines of the National Main Street Center and the National Trust for Historic Preservation. As a part of its ongoing participation in the Main Street Program, the DFA enters into a Letter of Agreement with the Tennessee Main Street Program. The Letter of Agreement also requires the local government, represented by the Mayor and the City Administrator, to acknowledge the participation of the community in the Main Street Program.

FINANCIAL IMPACT:

There is no direct financial obligation associated with this acknowledgement by the City.

RECOMMENDATION:

Staff recommends the the Board of Mayor and Aldermen approve Resolution 2022-04, a Resolution Acknowledging the Letter of Agreement between the Tennessee Main Street Program and the Downtown Franklin Association.



2022 LETTER OF AGREEMENT

Program Policies and Services

Due by March 1, 2022



Tennessee Main Street Program

A Coordinating Partner of the National Main Street Center

Tennessee Department of Economic and Community Development

312 Rosa L. Parks Avenue, 27th Floor

Nashville, Tennessee 37243

Nancy Williams, Program Director

Telephone: 615.806.3185

Nancy.Williams@TN.gov



LETTER OF AGREEMENT

This letter of agreement is entered into by the Tennessee Main Street Program, a program of the Tennessee Department of Economic and Community Development and coordinating partner of the National Main Street Center, and the community/local organization listed below.

This letter of agreement confirms the participation of the local community and the local Main Street™ organization as a designated Tennessee Main Street program and participant in the National Main Street network. This designation allows the local program to participate in the training and promotional activities of the Tennessee Main Street Program, to use its name, logo and signage, to receive technical assistance and resources, and to seek annual accreditation from the National Main Street Center.

The Tennessee Main Street program, represented by the state coordinator and representatives of the Tennessee Department of Economic and Community Development (ECD), will provide services to the following organization:

Local Main Street Organization _____

Address _____

City _____, Tennessee Zip Code _____

Organization/ primary contact email address _____

Telephone _____ FAX _____ Website _____

Non-profit status _____ FEIN Number _____

Manager/Director _____ Hire date _____

Board of Directors:

President _____ Term expires _____

Vice President _____ Term expires _____

Secretary _____ Term expires _____

Treasurer _____ Term expires _____

Policies and Procedures

The local Main Street America™ organization (as named in this agreement) shall comply with the following policies and procedures set forth by the Tennessee Main Street Program:

- A. Submission of an Annual Report to the Tennessee Main Street Program based on the **National Main Street Center's Standards of Performance for Recognition**. The annual report determines program designation by the State of Tennessee who will use the report to recommend national accreditation for the program to the National Main Street Center. This report shall be submitted by the local organization upon request and reviewed by the Tennessee Main Street Program staff. It should clearly demonstrate:
 - Broad-based community support for the revitalization effort
 - Effective mission and vision statements
 - A comprehensive annual work plan grounded in the Four-Point Approach™
 - A preservation ethic as it relates to downtown revitalization
 - An active board of directors and committees
 - Sufficient and sustainable finances
 - A paid, professional manager/director
 - Participation in on-going training and education
 - Accurate reporting of annual reinvestment statistics
 - Current membership in the National Main Street Center
- B. Provision of professional staff (manager/director) for the local Main Street America™ organization. This may be full-time or part-time, depending on community size and resources, though full-time is recommended. In the event the local Main Street America™ organization manager/director position is vacated during the term of this agreement, the local program agrees to fill the position within a reasonable amount of time and with a person meeting the qualifications for professional staff. The Tennessee Main Street Program reserves the right to suspend or cancel designation if the position is vacated for more than six (6) months. Upon filling the position, the local program will be required to send the new Main Street America™ manager/director to new manager training offered in conjunction with the quarterly managers' meetings.
- C. Agree to send a representative (manager/director or board member) to attend a minimum of three quarterly managers' meetings or approved conferences (Tennessee ECD Governor's Conference or National Main Street Conference) during the calendar year. At least one of the three required meetings should be a quarterly managers' meeting.
- D. Use of the Tennessee Main Street Program street signage and logo as stated in the **Logo and Signage Usage** section. All designated communities must display at least one Tennessee Main Street sign 18" x 24" or larger in a visible public location to identify participation in the program.
- E. Acknowledgement of Tennessee Main Street Program assistance in projects when applicable and in an appropriate method (publications, media, etc.).

Program Services

The Tennessee Main Street Program provides many services to assist designated communities. This ranges from working with newly designated programs on developing core competencies to helping mature programs maintain focus and effectiveness. The Tennessee Main Street program agrees to provide the following services to the designated local Main Street™ organization:

- A. Training opportunities to further understanding of the Four-Point Approach™ to downtown revitalization and management, including critical tools such as design and economic strategies, market-driven promotions and organizational functions.
- B. Guidance and resources for the manager/director and board president. This may include telephone and email consultation, access to the Tennessee Main Street reference library and files, select publications and regular communication of important materials.
- C. Recognition as a nationally accredited Main Street America™ community in press releases and on the <http://www.tn.gov/ecd> website and invitation to apply for Downtown Improvement Grants, TN Placemakers Grants, Historic Preservation Grants and other programs as funding becomes available.
- D. Comprehensive review of the Annual Designation Report, collecting and publishing the annual reinvestment statistics to illustrate the economic impact of all designated Tennessee Main Street programs (and communicate those results to the National Main Street Center), and provide recommendations for program improvement as needed.
- E. Make on-site visits as needed to monitor local programs and provide technical assistance to the staff, committees and board members. The Tennessee Main Street Program Director will visit each designated community at least every other calendar year.
- F. Promote the local, state and national Main Street™ programs through public presentations, community meetings and partnership development in order to serve as a statewide resource for downtown revitalization and management strategies.

Logo and Signage Usage



The Tennessee Main Street logo (illustrated on the left) and signage is for use by programs and communities that have received designation from the Tennessee Main Street Program and Tennessee Department of Economic and Community Development.

The National Main Street Center owns the trademark for the Phrase “Main Street America” as it applies to the revitalization of traditional and historic commercial districts. The NMSC allows state and local coordinating programs involved in the revitalization of these commercial districts based upon the National Main Street Center’s “Four Point Approach” to use the name “Main Street” to describe their programs.

If a program and community are no longer designated by the Tennessee Main Street program, all usage of the Tennessee Main Street name, logo and signage are prohibited. References to Tennessee Main Street (website, street signage, etc.) must be removed from public viewing and use.



Termination

Should the local Main Street America™ organization be unwilling or unable to meet the terms of this agreement, the Tennessee Main Street Program may no longer grant state level designation. Under those circumstances, the Tennessee Main Street Program Director will send a written report identifying the issues and providing guidance on how to proceed within a specified period of time. If the local Main Street America™ program fails to make the recommended corrections, the Letter of Agreement with the local program will be terminated and the program will lose Tennessee Main Street Program designation. After the local Main Street Program Letter of Agreement is terminated, the community must reapply through the new program application process.

Signatures

I (we), the undersigned, on behalf of our community and local Main Street™ organization, have read and agreed to the Letter of Agreement with the Tennessee Main Street Program and acknowledge that the above organization is an active participant in the Tennessee Main Street Program and meets all criteria of designation and understand that if the organization is no longer designated, usage of the name and logo must cease and community signage must be returned to the Tennessee Department of Economic and Community Development.

Local Main Street Organization
Board President/Chair

Date/term expiration date

Local Main Street Organization
Manager/Director

Date

Elected Official/City Mayor

Date

City Administrator/Manager

Date

Tennessee Main Street Program Director

Date

RESOLUTION 2022-04

**A RESOLUTION ACKNOWLEDGING THE LETTER OF AGREEMENT BETWEEN THE
TENNESSEE MAIN STREET PROGRAM AND THE DOWNTOWN FRANKLIN ASSOCIATION**

WHEREAS, the Tennessee Main Street Program is a program of the Tennessee Department of Economic and Community Development which provides assistance to communities in revitalizing their downtown and central business districts; and

WHEREAS, since its founding in 1984, the Downtown Franklin Association has spear-headed the revitalization of Franklin's historic downtown according to the four-point program of the National Main Street Center of the National Trust for Historic Preservation; and

WHEREAS, by Letter of Agreement, the Tennessee Main Street Program agrees to provide certain assistance to the Downtown Franklin Association in its endeavors; and

WHEREAS, the City has been requested by the Tennessee Main Street Program to acknowledge this Letter of Agreement.

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

The City of Franklin hereby acknowledges the Letter of Agreement between the Tennessee Main Street Program and the Downtown Franklin Association, which is attached to this Resolution as Exhibit A. Further, the City of Franklin understands that it is not a party to the Letter Agreement and therefore has no duties or responsibilities as a result of the Letter Agreement.

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



File #: 21-02727

DATE: December 30, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

*Consideration Of Procurement Award To 3 C's Lawn Care Of Madison, Tennessee In The Total Estimated Annual Amount Of \$334,980 For Mowing And Related Contract Services For Certain City Parks And Certain Other City-Owned Properties For A Term Of Award For The Parks Department (Purchasing Office Procurement Solicitation No. 2022-015; \$247,140 Budgeted In 110-82654-44700 For Fiscal Year 2022; Contract No. 2022-0009).

PURPOSE:

The purpose of this procurement is to purchase mowing and related contract services for certain City parks and certain other City-owned properties for a term of award of the three (3) mowing seasons of 2022, 2023 and 2024, with two (2) one-year options to extend the term of award for the mowing seasons of 2025 and 2026, for a maximum possible term of award of five (5) mowing seasons total. The purpose of outsourcing these routine maintenance responsibilities of the Parks Department for a total of 22 jobsites (see second page of the tabulation of bids for a listing of the jobsites) is due to the difficulty of hiring staff in the current labor market.

BACKGROUND/STAFF COMMENTS:

The City published on December 2, 2021 a Notice to Bidders in the *Williamson Herald* for mowing and related contract services for certain City parks and certain other City-owned properties for a term of award. In addition, bid documents were sent on or about the same date directly to 23 potential bidders known or thought to be interested in this solicitation. Bids from three (3) service providers were publicly opened at the bid opening held on December 16, 2021. A tabulation of the bids received for this solicitation is attached.

A reference check by staff for the responsible bidder that submitted the lowest priced responsive bid has yielded favorable feedback.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid, 3 C's Lawn Care of Madison, Tennessee, is in the total estimated annual amount of \$334,980 for the specified services at the specified jobsites. This bid was identified because it is the lowest bid that meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and

conditions pertaining to this procurement solicitation. The Parks Department budget for fiscal year 2022 allocates \$247,140 out of the General Fund for the purchase of outsourced mowing services. It remains to be seen whether a budget amendment to accommodate the additional expense for the FY2022 portion of the calendar year 2022 mowing season is necessary.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2022-0009, the apparent lowest best bid, from 3 C's Lawn Care of Madison, Tennessee, in the total estimated annual amount of \$334,980 for mowing and related contract services for certain City parks and certain other City-owned properties for a term of award, and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2022-0009 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the bid from and award the procurement to 3 C's Lawn Care.

Tabulation of Bids*

Purchasing Office Solicitation No.:	2022-015 (mowing and related contract services for certain City parks and certain other City-owned properties for a term of award)					
Notice to Bidders published in the Williamson Herald on:	12/2/2021					
Number of vendors that were notified of / that responded to this solicitation for bids:	23 / 3					
Date and time bids due and publicly opened:	12/16/21 2:00 PM					
Present at opening of bids:	Antoine Carter of 3 C's Lawn Care; Andrew Phillips of Big AL Mowing; Michael Riley of Landscape Services, Inc. (LSI); James Bilbo, Brian Walker and Lee Williams of the City of Franklin Parks Department; and Rachael DuVall and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	1/25/2022					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total estimated pricing for all job sites per mowing season:	Payment terms:	Bid and bid pricing is offered through:
3 C's Lawn Care 607 West Due West, Suite 95 Madison, TN 37115 Antoine Carter, President 615-977-8917 antoinej24@yahoo.com	1 of 1	yes	bidder takes no exceptions	\$334,980.00	net 30 days	3/1/2022
Big AL Mowing, LLC 7410 Lakeview Dr. Nashville, TN 37209 Libby Phillips, Owner 615-538-7822 libby@bigalmowing.com	1 of 1	yes	bidder takes no exceptions	\$448,020.00	net 30 days	2/28/2022
Landscape Services, Inc. (LSI) 204 River Hills Dr. Nashville, TN 37210 Michael Riley, Business Development Mgr. 615-761-4359 michaelriley@lsipros.net	1 of 1	yes	bidder takes no exceptions	\$403,200.00	net 30 days	2/28/2022

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

City of Franklin, Tennessee
Tabulation of Bids

Jobsite	Estimated quantity of service dates per mowing season	3 C's Lawn Care		Big AL Mowing, LLC		Landscape Services, Inc. (LSI)	
		Bid lump-sum fee per service date for all specified services	Extended pricing	Bid lump-sum fee per service date for all specified services	Extended pricing	Bid lump-sum fee per service date for all specified services	Extended pricing
No. 1 – The Park at Harlinsdale Farm	36	\$3,500.00	\$126,000.00	\$5,500.00	\$198,000.00	\$4,000.00	\$144,000.00
No. 2 – Liberty Park	36	\$800.00	\$28,800.00	\$1,250.00	\$45,000.00	\$750.00	\$27,000.00
No. 3 – Jim Warren Park	36	\$1,500.00	\$54,000.00	\$2,000.00	\$72,000.00	\$1,700.00	\$61,200.00
No. 4 – Aspen Grove Park	36	\$400.00	\$14,400.00	\$150.00	\$5,400.00	\$250.00	\$9,000.00
No. 5 – Del Rio Park	36	\$55.00	\$1,980.00	\$150.00	\$5,400.00	\$100.00	\$3,600.00
No. 6 – Eastern Flank Battlefield Park	36	\$850.00	\$30,600.00	\$1,500.00	\$54,000.00	\$2,500.00	\$90,000.00
No. 7 – Fieldstone Park	36	\$650.00	\$23,400.00	\$500.00	\$18,000.00	\$700.00	\$25,200.00
No. 8 – Ft. Granger Park	36	\$200.00	\$7,200.00	\$150.00	\$5,400.00	\$150.00	\$5,400.00
No. 9 – Winstead Hill Park	36	\$750.00	\$27,000.00	\$400.00	\$14,400.00	\$400.00	\$14,400.00
No. 10 – Aspen Grove Greenway	36	\$220.00	\$7,920.00	\$150.00	\$5,400.00	\$100.00	\$3,600.00
No. 11 – Dry Branch Water Quality Wetlands	18	\$150.00	\$2,700.00	\$250.00	\$4,500.00	\$150.00	\$2,700.00
No. 12 – Mosby Mountain Bike Trail	18	\$50.00	\$900.00	\$200.00	\$3,600.00	\$150.00	\$2,700.00
No. 13 – Battle Ave. Lot 1	18	\$25.00	\$450.00	\$60.00	\$1,080.00	\$75.00	\$1,350.00
No. 14 – Battle Ave. Lot 2	18	\$25.00	\$450.00	\$60.00	\$1,080.00	\$75.00	\$1,350.00
No. 15 – Ewingville Dr. Lot 1	18	\$50.00	\$900.00	\$60.00	\$1,080.00	\$50.00	\$900.00
No. 16 – Ewingville Dr. Lot 2	18	\$50.00	\$900.00	\$60.00	\$1,080.00	\$75.00	\$1,350.00
No. 17 – Ewingville Dr. Lot 3	18	\$50.00	\$900.00	\$60.00	\$1,080.00	\$50.00	\$900.00
No. 18 – Ewingville Dr. Lot 4	18	\$50.00	\$900.00	\$80.00	\$1,440.00	\$50.00	\$900.00
No. 19 – Ladd Park Canoe Launch	18	\$50.00	\$900.00	\$150.00	\$2,700.00	\$75.00	\$1,350.00
No. 20 – Daniels Dr. Lot 1	18	\$30.00	\$540.00	\$60.00	\$1,080.00	\$50.00	\$900.00
No. 21 – Daniels Drive Lot 2	18	\$30.00	\$540.00	\$50.00	\$900.00	\$50.00	\$900.00
No. 22 – Nissan Walking Trail	18	\$200.00	\$3,600.00	\$300.00	\$5,400.00	\$250.00	\$4,500.00
Total estimated pricing for all job sites per mowing season:			\$334,980.00		\$448,020.00		\$403,200.00



File #: 21-02735

DATE: December 20, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2021-0344, Parkland Impact Fee (Payment Of Fee Only) Agreement For 1414 West Main Street Between The City Of Franklin And West Main Investments, LLC.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee Payment Only Contract between the City of Franklin and West Main Investments LLC for the property located at 1414 West Main Street.

BACKGROUND/STAFF COMMENTS:

The Owner is in the process of developing the property located at 1414 West Main Street located in Parkland Quadrant #3 of the City, consisting of three (3) additional dwelling units.

FINANCIAL IMPACT:

The total parkland Impact Fee for this project is \$12,912 and twenty-five percent shall be paid at final plat or at the issuance of the first building permit when a plat is not required. The remaining seventy-five percent shall be collected at a pro-rated per permit rate until the full obligation has been paid.

RECOMMENDATION:

Staff recommends approval of COF Contract No. 2021-0344.

PARKLAND IMPACT FEE (PAYMENT OF FEE ONLY)
AGREEMENT FOR 1414 WEST MAIN STREET BETWEEN THE
CITY OF FRANKLIN AND WEST MAIN INVESTMENTS LLC
CONTRACT NO. 2021-0344

This PARKLAND IMPACT FEE AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2021 by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and WEST MAIN INVESTORS LLC (“Owner”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code and the Owner of that certain land known as WEST MAIN STREET in Williamson County, Tennessee. The parties join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, the Owner is in the process of developing the property located at 1414 WEST MAIN STREET (the “Development Project”), located in Parkland Quadrant QUADRANT #3 of the City, consisting of 3 ADDITIONAL DWELLING UNITS known as 1414 WEST MAIN STREET; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405 “Ordinance”); and

WHEREAS, the Owner’s Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee obligation for this project is \$12,912 and Twenty-Five Percent (25%) or \$3,228 of which shall be paid at the final plat or at the issuance of the first building permit when a plat is not required. The remaining Seventy-Five Percent (75%) or \$9,684 shall be collected at a pro-rated per permit rate of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) until the full obligation has been paid.

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

I. AGREEMENT FOR PAYMENT OF PARKLAND IMPACT FEES

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Such assignment shall be provided to the City within fifteen (15) days of its occurrence. Upon assignment, the Owner shall be relieved from further liability under this Agreement.
3. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns.
4. 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 any state’s choice of law rules. The parties’ choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

5. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Owner:

WEST MAIN INVESTMENTS LLC
Attn: JASON GODDARD
8175 SHOALS BRANCH RD. PRIMM

6. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to the Owner or any successor in interest in the event of any default or breach by the City, or for any amount which may become due to the Owner or successor or on any obligations hereunder.
2. **Warranties /Limitation of Liability/Waiver.**
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Owner to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. **Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at office, this _____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher, Staff Attorney

OWNER

By:
Name:
Title:

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

STATE OF _____)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC
My Commission Expires: _____



File #: 21-02737

DATE: December 20, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2021-0343, Parkland Impact Fee (Payment Of Fee Only) Agreement For WoodWick Stone Between The City Of Franklin And Floyd Beech.

PURPOSE:

Consider COF Contract No. 2021-0343, Parkland Impact Fees Only for Woodwick Stone Development between the City of Franklin and Floyd Beech.

BACKGROUND/STAFF COMMENTS:

The Owner is in the process of developing the property located at 704 Liberty Pike, located in Quadrant 1 of the City, consisting of (5) five unit addition with (1) one unit existing for a total of (6) six units to be built known as Wood Wick Stone.

FINANCIAL IMPACT:

Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25). The Owner's Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304) per dwelling unit for the total obligation for the WoodWick Stone project is Twenty-One Thousand Five Hundred Twenty 00/100 Dollars (\$21,520) with Twenty-Five Percent (25%) or Five Thousand Three Hundred Eighty 00/100 Dollars (\$5,380) of which shall be paid at the final plat or at the issuance of the first building permit. The remaining Seventy-Five Percent (75%) shall be collected at a pro-rate per permit rate of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228) until the full obligation has been paid.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0334.

PARKLAND IMPACT FEE (PAYMENT OF FEE ONLY)
AGREEMENT FOR WOODWICK STONE BETWEEN THE CITY
OF FRANKLIN AND FLOYD BEECH
CONTRACT NO. 2021-0343

This PARKLAND IMPACT FEE AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2021 by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Floyd Beech (“Owner”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code and the Owner of that certain land known as WoodWick Stone in Williamson County, Tennessee. The parties join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, the Owner is in the process of developing the property located at 704 Liberty Pike (the “Development Project”), located in Parkland Quadrant 1 of the City, consisting of an addition of 5 units to 1 existing unit for a total of 6 new units to be built known as WoodWick Stone; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405 “Ordinance”); and

WHEREAS, the Owner’s Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee obligation for this project is \$21,520 and Twenty-Five Percent (25%) or \$5,380 of which shall be paid at the final plat or at the issuance of the first building permit when a plat is not required. The remaining Seventy-Five Percent (75%) or \$16,140 shall be collected at a pro-rated per permit rate of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) until the full obligation has been paid.

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

I. AGREEMENT FOR PAYMENT OF PARKLAND IMPACT FEES

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Such assignment shall be provided to the City within fifteen (15) days of its occurrence. Upon assignment, the Owner shall be relieved from further liability under this Agreement.
3. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns.
4. 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 any state’s choice of law rules. The parties’ choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

5. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Owner:

Floyd Beech
Attn: Floyd Beech
2000 Mallory Lane Franklin, TN 37067

6. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to the Owner or any successor in interest in the event of any default or breach by the City, or for any amount which may become due to the Owner or successor or on any obligations hereunder.
2. **Warranties /Limitation of Liability/Waiver.**
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Owner to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. **Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher, Staff Attorney

OWNER

By:
Name:
Title:

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

STATE OF _____)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC
My Commission Expires: _____



File #: 21-02723

DATE: December 14, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of COF Contract No 2021-0306 Between The City Of Franklin And Franklin Housing Authority For The Receipt Of Community Development Block Grant (CDBG) Funds To Reimburse Them Twenty-Five Thousand Dollars (\$25,000.00) For Expenses Related To Public Facilities Renovation.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No 2021-0306 with Franklin Housing Authority (FHA) for the receipt of Community Development Block Grant (CDBG) funds to reimburse them for expenses to repair the sidewalks in the Spring Street and Johnson Circle development.

BACKGROUND/STAFF COMMENTS:

Franklin Housing Authority has requested CDBG funding to repair the sidewalk in front of 200 Spring Street which presents a trip hazard for residents. The work will include filling voids throughout twenty-three different areas of the sidewalk and stabilizing the concrete back to its original condition. The work will include a five-year warranty against vertical settlement.

FINANCIAL IMPACT:

This request is for Twenty-Five Thousand Dollars (\$25,000.00) that will come from the Community Development Block Grant (CDBG) the City has received.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No 2021-0306.

**CONTRACT FOR THE RECEIPT OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS FROM THE CITY OF FRANKLIN AS REIMBURSEMENT FOR
COSTS ASSOCIATED WITH CONSTRUCTION OF PUBLIC FACILITIES THAT
BENEFIT LOW TO MODERATE INCOME RESIDENTS
(COF Contract No. 2021-0306)**

This Contract made and entered into this _____ day of _____, 2022 by and between the City of Franklin, (hereinafter "The City") and Franklin Housing Authority (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified housing developments as an important issue in the community, and to achieve the goal of creating affordable housing within the City of Franklin will make available a portion of the Community Development Block Grant funds toward this objective; and

WHEREAS, THE ORGANIZATION is meeting the need for affordable housing for our low to moderate income citizens;

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

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will be required to successfully meet the following deadlines:

- THE ORGANIZATION will completely and successfully obtain all required permits and begin physical construction as provided in the Scope of Services (attached as Exhibit A and incorporated as if stated fully herein) immediately after receipt of the signed agreement.
- Expend all CDBG funds and complete the construction project(s), by June 30, 2023.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. Perform the duties described herein and in Exhibit A and will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- B. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

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

SECTION 3 – COMPENSATION

THE ORGANIZATION will receive a total of up to **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. **Services shall begin upon receipt of signed contract and shall be completed by June 30, 2023**
- B. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted monthly.
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

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

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

**Derwin Jackson
Franklin Housing Authority
200 Spring Street
Franklin, TN 37064**

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

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

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

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

E. PROCUREMENT STANDARDS AND METHODS

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

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

F. VENUE

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

G. ASSIGNMENT

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

H. ENTIRE CONTRACT AND MODIFICATION

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

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

I. SEVERABILITY

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

J. TIME OF THE ESSENCE

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

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE

ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

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

M. BREACH

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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.

Witness our hands, this ____ day of _____, 2022.

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

William E. Squires, Assistant City Attorney

By: 
Derwin Jackson

Its: _____
Franklin Housing Authority

Exhibit A

The Franklin Housing Authority is requesting \$25,000 as a reimbursement for new sidewalks for the Spring Street and Johnson Circle development. This development is a 64-unit multi-family development which was recently renovated.

Service Agreement

Experience the Best. No Fine Print. No Hidden Clauses.



Date Prepared:
Dec. 2, 2021

Prepared for:
Franklin Housing Authority
200 Spring Street
Franklin TN 37064
615 715-2582

Prepared by:
Jason Zuhlke
jason@usstn.com



Service Agreement

United Structural Systems, Inc., enters into this agreement with **Franklin Housing Authority**, to provide labor, equipment, and materials for the repairs listed below and shown on the attached drawing at **200 Spring Street, Franklin TN 37064**. This agreement and its prices herein, are good for 90 days after issue.

Repair Plan

Code	Description	QTY	Units	Unit Price(\$)	Total(\$)	Transferable Warranty (see warranty detail below)
CPL	POLY LIFT USS will void fill, stabilize and attempt to lift concrete slab back to original position. While lift is likely, the degree of lift or amount of correction cannot be guaranteed. Additional cracks may occur while lifting the slab. USS may have to make some saw cuts to free the slab for lifting. USS will fill saw cuts made to free the slab. Patching of injection holes may not match existing concrete in color or texture.	1	-	6,930.00	6,930.00	5 Years Against Vertical Settlement
OOH	Tear out and replace 1,562 Squire Foot of concrete to be identified by property manager	1	-	34,000.00	34,000.00	N/A
ASC	Clean-up area of repair.	1	-	0.00	0.00	--

Additional Remarks

If property manager adds any additional areas to the contract, additional charges will apply.
USS will PolyLift areas that are in attached file. Total areas equal 23 separate trip hazards/areas.
If tree roots continue to lift concrete in areas, USS will not warranty those areas against further settlement.
The price of tear out and replacement is based off of 1,562 Square Foot. If number of sections or size of sections is

exceeded, additional charges will apply.

Agreement Total

Total Amount	\$40,930.00
Down Payment	\$ (0.00)
Balance Due at Completion	\$40,930.00

For all debit/credit card payments, USS will waive a 2.5% processing fee only if swiped onsite (by foreman) at completion of the repair.

Transferable Warranty Detail

Transferable warranty(ies) associated with the service code(s) provided above:

Code	Detail
CPL	USS will void fill, stabilize and attempt to lift concrete back to its original position. If there are any unforeseen circumstances, USS will discuss options with the customer before proceeding. For concrete slabs treated with the USS Poly Lift System, USS warranties that the area of repair will not settle vertically more than ¼" for a period of 5 years from the date of installation. Warranty is void if customer doesn't maintain proper drainage and/or sealing joints and cracks in and around the areas treated.
OOH	No Warranty
ASC	Not Applicable



2111 Boat Factory Road • Pleasant View, TN 37146
phone (615) 227-2275 • fax (615) 746-5211
info@usstn.com • www.usstn.com

Repair Plan Comments

Repair comment(s) associated with the service code(s) provided above:

Code	Comment
CPL	USS is not responsible for damage or repair of disclosed or undisclosed utilities (water, drain, gas, electric lines) located under the concrete slab.



Doug Johns, Franklin Housing Authority, 200 Spring Street, Franklin TN 37064



2111 Boat Factory Road • Pleasant View, TN 37146
phone (615) 227-2275 • fax (615) 746-5211
info@usstn.com • www.usstn.com

Service Agreement, con't.

Agreement Acceptance

The prices, specifications and conditions on this agreement are satisfactory and are hereby accepted. USS, Inc. is authorized to do the work as specified at this location: **200 Spring Street, Franklin TN 37064**. Payment is due at completion and customer agrees to pay USS foreman the balance at completion. I understand that failure to pay USS, Inc. shall result in voiding of all warranties. I also understand that failure to pay USS, Inc. may result in my assuming any legal fees associated with USS, Inc.'s attempt to collect my unpaid balance. This agreement includes the attached job specific drawings.

Signature

Doug Johns
200 Spring Street
Franklin TN 37064

Date

Dec. 2, 2021

USS Representative Signature

Jason Zuhlke

Jason Zuhlke
jason@usstn.com

Buyer's Right To *Cancel*

You may cancel this agreement by contacting USS, Inc. prior to your scheduled start date.



File #: 21-02706

DATE: December 1, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of COF Contract No. 2021-0322 Between The City Of Franklin And Daughters Of The King For The Receipt Of Community Development Block Grant Coronavirus (CDBG-CV) Funds To Reimburse Them Up To Sixteen-Thousand One-Hundred Ninety-Eight And 58/100 Dollars (\$16,198.58) For Expenses Incurred To Prevent, Prepare For, Or Respond To The Coronavirus (COVID-19).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No. 2021-0322 with Daughters Of The King for the receipt of Community Development Block Grant Coronavirus (CDBG-CV) funds to reimburse them up to Sixteen-Thousand One-Hundred Ninety-Eight and 58/100 dollars (\$16,198.58) for expenses incurred to prevent, prepare for, and respond to the Coronavirus (COVID-19).

BACKGROUND/STAFF COMMENTS:

The City of Franklin received a special allocation of funds from the Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) to respond to Coronavirus (COVID-19) pandemic (CDBG-CV). Per Resolution 2020-37, the Board of Mayor and Aldermen authorized staff to proceed to reimburse organizations for costs incurred in their effort to prevent, prepare for, or respond to Coronavirus. Daughters of the King provided food for at-risk and underserved families and individuals that were impacted by loss of income or economic insecurity due to the coronavirus pandemic. Additionally, they supplied basic hygiene supplies to households experiencing job loss or decrease in income, exacerbated by the COVID-19 outbreak.

Per Contract No. 2021-0322 the City will utilize CDBG-CV funds to reimburse Daughters of the King up to Sixteen-Thousand One-Hundred Ninety-Eight and 58/100 dollars (\$16,198.58) toward the costs of supporting pandemic response and recovery.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Contract No 2021-0322.

**CONTRACT BETWEEN THE CITY OF FRANKLIN AND DAUGHTERS OF THE KING
FOR THE RECEIPT OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) FUNDS
TO REIMBURSE THEM FOR EXPENSES INCURRED TO PREVENT, PREPARE FOR,
AND RESPOND TO THE CORONAVIRUS (COVID-19)
Contract Number 2021-0322**

This Contract is by and between the City of Franklin, Tennessee (hereinafter "CITY") and Daughters of the King (hereinafter "ORGANIZATION").

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

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

WHEREAS, the City of Franklin has been designated to receive a special allotment of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the Coronavirus (CDBG-CV funds); and

WHEREAS, the Board of Mayor and Aldermen approved of the disbursement of CDBG-CV funds to appropriate entities through the adoption of Resolution 2020-37.

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

SECTION 1 - SCOPE OF SERVICES

ORGANIZATION will carry out, or has carried out, activities necessary to prevent, prepare for, and respond to the Coronavirus (COVID-19) as outlined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The City encourages the Organization to consider approaches that prioritize the unique needs of low- and moderate-income persons.

CDBG-CV grants are subject to oversight, reporting, and requirements that ensure each grantee has adequate procedures to prevent the duplication of benefits.

Incorporated into this contract is Exhibit A, the proposal by ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. ORGANIZATION will perform or has performed the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this agreement.
- B. ORGANIZATION will submit invoices and detailed receipts, as directed by THE CITY detailing the progress of their project.
- C. ORGANIZATION will provide a self certification indicating that they have not received a duplicative benefit from another source, and that they will not pursue or obtain

duplicative funding from another source, before CDBG-CV funding is provided, as stated in section Q8 of the July 10, 2020 CDBG-CV COVID-19 Fact sheet.

- D. CITY will provide reimbursement funding for the program from the Community Development Block Grant (CDBG-CV) program as set forth in Section 3 of this contract.

SECTION 3 - COMPENSATION

For the services outlined above and contained in Exhibit A, ORGANIZATION will be paid an amount up to, but not exceeding, the agreed upon reimbursement of **Sixteen Thousand One Hundred Ninety-Eight and 58/100 Dollars (\$16,198.58)**.

SECTION 4 - TIME OF PERFORMANCE

- A. This Contract shall commence upon execution, and shall expire two (2) years from this effective date.
- B. This Contract and all options are based on and subject to the availability of Community Development Block Grant Coronavirus (CDBG-CV) funds
- C. Services shall be deemed complete and subject to payment under this Contract only upon verification of receipts and proper invoices.
- D. Requests for payment must be submitted to the CITY under this Contract, including all necessary invoices and receipts, no later than December 31, 2023.
- E. This Agreement may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. CITY shall reimburse ORGANIZATION for services rendered and goods purchased based on submittal of valid invoices and receipts for costs with a description and documentation of work performed or expenditures made. The CITY reserves the option of inspecting the completed work and confirming all claimed expenditures prior to making any payments.
- B. Based on the work write-up prepared by ORGANIZATION and CITY per Exhibit A, CITY may accept and reimburse for completed work product or other expenditures made that are a phase or portion of an overall project.
- C. Final payment will be subject to receipt of a final report that is satisfactory to CITY.
- D. Any repairs completed under the provisions of this Agreement will be made with the understanding the work must be "... in compliance with Federal Code 2 CFR 200.318, 2CFR 200.236 and 2 CFR 200.318 (c) (1)."

SECTIONS 6 - NOTICES

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

Kathleen Sauseda
c/o Housing Development Coordinator
109 3rd Avenue South
Franklin, TN 37064

Tracye Tucker, President
Daughters of the King
P.O. Box 1415
Franklin, TN 37065

SECTION 7 - STANDARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

ORGANIZATION shall comply with all applicable Federal, State and City of Franklin laws and regulations in the performance of this Contract.

2. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

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

3. AUDIT REQUIREMENTS

- A. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- B. CITY hereby notifies ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000.00 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to the CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

4. CONFLICT OF INTEREST

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

5. PROCUREMENT STANDARDS AND METHODS

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

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

6. VENUE

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

7. NON-ASSIGNMENT

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

8. ENTIRE CONTRACT AND MODIFICATION

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

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

9. SEVERABILITY

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

10. 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.

11. NO TAXES, NO INTEREST PAYMENTS

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

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

13. BREACH

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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.

SECTION 8 - SIGNATURES

THE CITY OF FRANKLIN

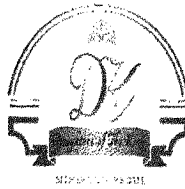
Eric S. Stuckey, City Administrator
Date: _____

Daughters of the King

Tracye Tucker
Tracye Tucker, President
Date: 12/08/21

Approved as to Form:

William E. Squires, Assistant City Attorney



Transforming the Lives of Women and Children: Mind, Body, & Soul

November 5, 2021

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

RE: CARES Act Reimbursement
DUNS # 041848079

The (We) Daughters of the King is/are requesting reimbursement in the amount of \$16,198.58 for costs expended in our efforts to prevent, prepare for and respond to the coronavirus (Covid-19).

Our scope of services included:

- Purchase of non perishable and perishable food items (variety of canned vegetables, fresh vegetables, meats: poultry, chicken, beef, fish, breads, pastas, sugar, sauces, seasonings, take-out food containers, steam pans, full pan lids, food storage bags, snack bags, lunch sacks, foils, food wraps, trash bags, gloves, sanitizer, touch-less forehead thermometer, folding tables, propane tank exchange to provide emergency food assistance- by distributing (through curbside pickup, and delivery) home-cooked meals for any at-risk, vulnerable, underserved individuals impacted by loss of income or economic insecurity and school-aged children and their families experiencing an increase in food insecurity due to school closings and conditions exacerbated by the coronavirus (COVID-19 Pandemic.
- The purchase of personal hygiene supplies and basic essentials: bar soap, toothpaste, toothbrushes, feminine products, deodorant, razors, shaving cream to provide and distribute in direct response to Covid-19 crippling effect upon families, children, individuals, households experiencing job lost, lost of income, decrease in income made worse by the Covid-19 outbreak.
- The purchase of backpacks, school supplies to distribute in support of school-aged children and families related to education needs created by the Covid-19 Pandemic.

Sincerely,


Tracye Tucker
DOTK President

P.O. Box 1415, Franklin, TN 37065 * (615) 602-4148 / (615) 631-1282 * dotkfranklin.com



File #: 21-02605

DATE: November 23, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of COF Contract No. 2021-0323 Between The City Of Franklin and Franklin Hair Academy For The Receipt Of Community Development Block Grant Coronavirus (CDBG-CV) Funds To Reimburse Them Up To Thirty-Five Thousand And 00/100 Dollars (\$35,000.00) For Expenses Incurred To Prevent, Prepare For, Respond to, Or Recover From The Coronavirus (COVID-19) Pandemic.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0323, with The Franklin Hair Academy for the receipt of Community Development Block Grant Coronavirus (CDBG-CV) funds to reimburse them for expenses incurred by activities related to recovery from the Coronavirus (COVID-19).

BACKGROUND/STAFF COMMENTS:

The City of Franklin received a special allocation of funds from the Department of Housing and Urban Development (HUD) through the Community Development Block Grant program to respond to the Coronavirus (COVID-19) pandemic (CDBG-CV). Per Resolution 2020-91, the Board of Mayor and Aldermen authorized staff to proceed to reimburse organizations for costs incurred in their effort to prevent, prepare for, or respond to Coronavirus. Per notification from HUD, CDBG-CV funds may be used for pandemic "recovery" in addition to activities to prevent, prepare for, or respond to the pandemic. An example of activities related to recovery from the pandemic is job training to revitalize the affected labor force and business sectors or to help workers re-train for expanding sectors. There was also a focus on documented coronavirus effects or risks to low to moderate income neighborhoods and communities.

Per contract No. 2021-0323 the City will utilize CDBG-CV funds to reimburse Franklin Hair Academy up to Thirty-Five Thousand and 00/100 dollars (\$35,000.00) toward costs incurred to support pandemic recovery in the community. Specifically, the Academy is providing assistance to students as they re-train for expanding job sectors. This funding will directly support nine (9) students from low income households who reside in Williamson County and are training for employment in the personal services trade industry.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No 2021-0323.

**CONTRACT BETWEEN THE CITY OF FRANKLIN AND FRANKLIN HAIR ACADEMY FOR THE RECEIPT OF
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) FUNDS TO REIMBURSE THEM
FOR EXPENSES INCURRED TO PREVENT, PREPARE FOR,
AND RESPOND TO THE CORONAVIRUS (COVID-19)
Contract Number 2021-0323**

This Contract is by and between the City of Franklin, Tennessee (hereinafter "CITY") and Franklin Hair Academy (hereinafter "ORGANIZATION").

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

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

WHEREAS, the City of Franklin has been designated to receive a special allotment of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the Coronavirus (CDBG-CV funds); and

WHEREAS, CDBG-CV funds may be used to support pandemic recovery by providing assistance to workers as they re-train for expanding sectors; and

WHEREAS, the Board of Mayor and Aldermen approved of the disbursement of CDBG-CV funds to appropriate entities through the adoption of Resolution 2020-91.

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

SECTION 1 - SCOPE OF SERVICES

ORGANIZATION will carry out, or has carried out, activities necessary to prevent, prepare for, and respond to the Coronavirus (COVID-19) as outlined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The City encourages the Organization to consider approaches that prioritize the unique needs of low- and moderate-income persons.

CDBG-CV grants are subject to oversight, reporting, and requirements that ensure each grantee has adequate procedures to prevent the duplication of benefits.

Incorporated into this contract is Exhibit A, the proposal by ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. ORGANIZATION will perform or has performed the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this agreement.
- B. ORGANIZATION will submit invoices and detailed receipts, as directed by THE CITY detailing the progress of their project.

- C. ORGANIZATION will provide a self-certification indicating that they have not received a duplicative benefit from another source, and that they will not pursue or obtain duplicative funding from another source, before CDBG-CV funding is provided, as stated in section Q8 of the July 10, 2020 CDBG-CV COVID-19 Fact sheet.
- D. CITY will provide reimbursement funding for the program from the Community Development Block Grant (CDBG-CV) program as set forth in Section 3 of this contract.

SECTION 3 - COMPENSATION

For the services outlined above and contained in Exhibit A, ORGANIZATION will be paid an amount up to, but not exceeding, the agreed upon reimbursement of **THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00)**

SECTION 4 - TIME OF PERFORMANCE

- A. This Contract shall commence upon execution, and shall expire two (2) years from this effective date.
- B. This Contract and all options are based on and subject to the availability of Community Development Block Grant Coronavirus (CDBG-CV) funds
- C. Services shall be deemed complete and subject to payment under this Contract only upon verification of receipts and proper invoices.
- D. Requests for payment must be submitted to the CITY under this Contract, including all necessary invoices and receipts, no later than December 29, 2022.
- E. This Agreement may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. CITY shall reimburse ORGANIZATION for services rendered and goods purchased based on submittal of valid invoices and receipts for costs with a description and documentation of work performed or expenditures made. The CITY reserves the option of inspecting the completed work and confirming all claimed expenditures prior to making any payments.
- B. Based on the work write-up prepared by ORGANIZATION and CITY per Exhibit A, CITY may accept and reimburse for completed work product or other expenditures made that are a phase or portion of an overall project.
- C. Final payment will be subject to receipt of a final report that is satisfactory to CITY.
- D. Any repairs completed under the provisions of this Agreement will be made with the understanding the work must be "... in compliance with Federal Code 2 CFR 200.318, 2CFR 200.236 and 2 CFR 200.318 (c) (1)."

SECTION 6 - NOTICES

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

Kathleen Sauseda
Housing Development Coordinator
City of Franklin
109 3RD Avenue South
Franklin, TN 37064

Michael Marks
Franklin Hair Academy
595 Hillsboro Road
Franklin, TN 37064

SECTION 7 - STANDARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

ORGANIZATION shall comply with all applicable Federal, State and City of Franklin laws and regulations in the performance of this Contract.

2. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

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

3. AUDIT REQUIREMENTS

- A. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- B. CITY hereby notifies ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000.00 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to the CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

4. CONFLICT OF INTEREST

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

5. PROCUREMENT STANDARDS AND METHODS

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

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

6. VENUE

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

7. NON-ASSIGNMENT

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

8. ENTIRE CONTRACT AND MODIFICATION

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

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

9. SEVERABILITY

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

10. 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.

11. NO TAXES, NO INTEREST PAYMENTS

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

12. WAIVER

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

13. BREACH

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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.

SECTION 8 - SIGNATURES

THE CITY OF FRANKLIN

Eric S. Stuckey, City Administrator

Date: _____

Approved as to Form:

William E. Squires, Assistant City Attorney

FRANKLIN HAIR ACADEMY

Michael Marks, Director
Authorized Signature

Date: 12-13-2021



File #: 21-02628

DATE: December 21, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Adam Moser, Traffic Engineer
Lt. David Prather
Jessica Davey, Revenue & Licensing Manager

SUBJECT:

Discussion And Guidance For Prohibiting Extended Length Vehicles From Parking In City Parking Structures And For Authorizing The City's Parking Control Officer To Take Additional Measures Related To Vehicles Whose Owners Have Multiple Outstanding Unpaid Parking Citations.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning two unrelated items relating to parking. The first pertains to the difficulty of traversing the City's Public Parking Structures when extended-length vehicles are encroaching into the drive aisle. For the second item, staff is seeking guidance from the Board of Mayor and Aldermen to draft a Municipal Code Amendment that will authorize the City's Parking Control Officer to install a wheel clamp/parking boot on vehicles whose owners have multiple, outstanding unpaid parking citations.

BACKGROUND/STAFF COMMENTS:

The popularity of extended-length pick-up trucks and sport utility vehicles occasionally disrupts the flow of traffic in the City's Public Parking Structures, largely because the backend of these vehicles extend into the drive aisle. This situation also makes it difficult to back out of parking spaces when one of these vehicles is parked across the drive isle when backing out of a space or these vehicles hinder vision when parked next to a smaller vehicle.

For the first item, staff is proposing to install signage and a "vehicle overhang line" on the pavement throughout our two Parking Structures that clearly delineates those vehicles extending into the drive aisle. Drivers of vehicles found in violation (extending over the line) would be subject to a municipal parking citation. The enclosed exhibit illustrates this situation.

For the second item, the City does not currently have a policy or a Municipal Code Ordinance that authorizes the City's Parking Control Officer to install a wheel clamp/parking boot on vehicles whose owners have multiple, outstanding unpaid parking citations. Parking control is a challenging and important responsibility and it can be demoralizing when repeat violators have elected to dismiss the

City's parking regulations by willingly accepting multiple parking citations and not paying them. It is also not fair when drivers repeatedly occupy a space greater than their allowed time. Staff proposes that a vehicle whose owner has received four (4) or more outstanding, unpaid parking citations be subject to a wheel clamp/parking boot until the unpaid citations are satisfied.

With Board guidance, staff will proceed to drafting a Municipal Code amendment and implement these changes upon approval.

FINANCIAL IMPACT:

With respect to the additional signage and pavement painting, our Street Department team has obtained an estimate for the painting of the vehicle overhang lines in both parking structures. The total cost would be less than \$35,000. Our Streets Department is skilled at manufacturing signs as their schedules allow. Material cost for the signage is minimal and covered in their existing inventory and budget.

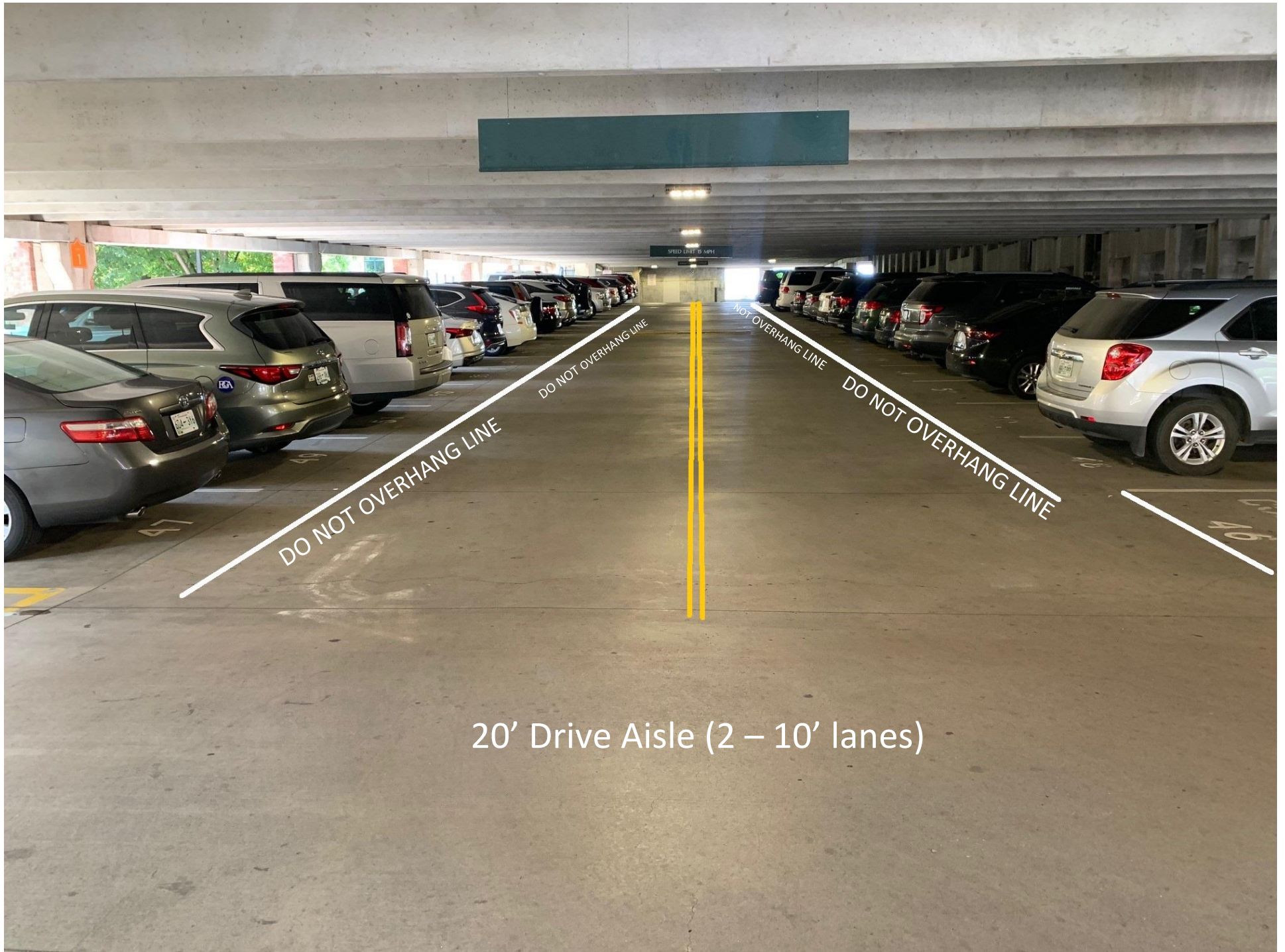
The total number of unpaid parking citations between January 1, 2019 through November 1, 2021 is 663 which equates to \$ 20,845.00 in unpaid parking citations. Of these 663 citations, 24 vehicle owners have 2 unpaid citations, 8 vehicle owners have 3 unpaid citations, 21 vehicle owners have 4 or more unpaid citations. Wheel Clamps/Boots range in price between \$125 - \$250.

RECOMMENDATION:

Staff seeks guidance from the Board of Mayor and Aldermen regarding amending the Municipal Code. Specially:

1. to proceed with the installation of signage and a "vehicle overhang line" that prohibits the parking of extended-length vehicles in both the 2nd Avenue and 4th Avenue public parking structures.
2. provide authorization for the City, in the enforcement of parking violations, to install a wheel clamp/parking boot on vehicles whose owners have four (4) or more outstanding unpaid parking citations, which includes a Municipal Code Ordinance amendment.





20' Drive Aisle (2 – 10' lanes)













File #: 21-02773

DATE: December 30, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michael Walters Young, Budget and Analytics Manager

SUBJECT:

Discussion And Update On FY 2022-2031 Capital Investment Plan Projects And Financing.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an update on the status of the FY 2022-2031 Capital Investment Program (CIP)

BACKGROUND/STAFF COMMENTS:

Following up on staff's update on the financial aspects of the Capital Investment Program (CIP) in October 2021 to the Board and last meetings update of the cost estimates and scope of a proposed new City Hall, this presentation will present the status of completion of all approved projects in the ten-year (FY 2022-2031) CIP and how much has been budgeted and spent to date.

FINANCIAL IMPACT:

Although this particular discussion item has no financial impact, the total of resources available to fund capital improvements in the City of Franklin over the next ten years is estimated at just below \$400 million dollars.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen receive the presentation from staff.



City of Franklin, Tennessee
Board of Mayor and Aldermen

FY 2022-2031 Capital Investment Program Update

BOMA Work Session
January 25, 2021



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Agenda

Revenues:

- Existing Resources**
- Future Resources**
- Change since 2019**

Expenses:

- Summary of projects**

Closing Summary



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Revenues: \$74,973,010 existing resources (all sources)

	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Unaudited
Internal							
110 General							
Capital Funding Account (<45%)	\$ 8,347,536	\$ 8,101,435	\$ 13,836,612	\$ 8,034,291	\$ 11,712,027	\$ 9,649,454	\$ 19,694,420
1.5 Cent Capital Set-Aside	\$ 508,038	\$ 1,034,046	\$ -	\$ -			
Invest Franklin	\$ -	\$ -	\$ 2,968,915	\$ 4,564,635	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077
124 Sanitation Fund	\$ -	\$ -	\$ -	\$ 334,543			\$ -
128 Road Impact Fund	\$ 397,796	\$ 5,014,098	\$ 4,160,044	\$ 9,998,301	\$ 15,913,647	\$ 22,442,977	\$ 23,167,146
130 City Facilities Tax	\$ 6,717,764	\$ 6,976,276	\$ 9,260,411	\$ 15,091,276	\$ 14,031,618	\$ 10,034,987	\$ 9,344,659
132 County Facilities Tax	\$ -	\$ -	\$ 3,488,072	\$ 4,404,141	\$ 5,095,626	\$ 4,438,423	\$ 3,984,982
135 Stormwater	\$ 5,511,065	\$ 4,783,235	\$ 4,687,695	\$ 4,171,436	\$ 2,383,343	\$ 1,534,337	\$ 1,534,337
150 Hotel Motel	\$ 2,749,596	\$ 2,634,109	\$ 3,827,284	\$ 5,722,086	\$ 5,722,086	\$ 7,031,803	\$ 3,701,202
155 Parkland	\$ 2,494,076	\$ 4,425,966	\$ 4,584,138	\$ 6,141,130	\$ 6,141,130	\$ 6,795,595	\$ 6,795,595
421 Water* (Committed resources in FY 2021)							\$ 591,592
Sub-Total Internal Resources	\$ 26,725,871	\$ 32,969,165	\$ 46,813,171	\$ 58,461,838	\$ 67,158,555	\$ 68,086,654	\$ 74,973,010
Total All Available Resources	\$ 26,725,871	\$ 32,969,165	\$ 46,813,171	\$ 58,461,838	\$ 67,158,555	\$ 68,086,654	\$ 74,973,010



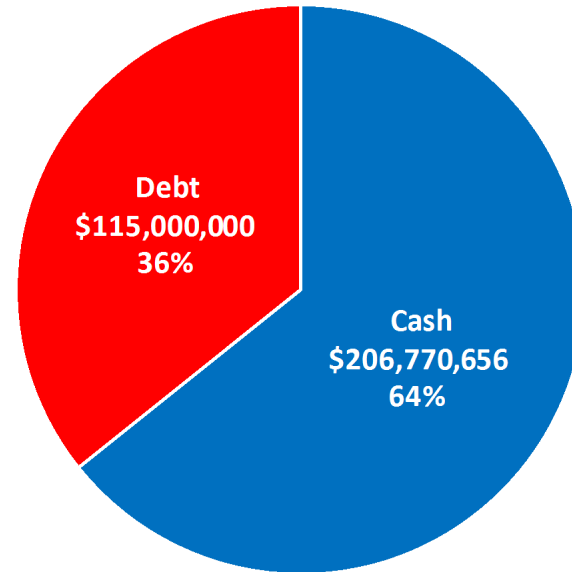
City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Revenues: \$321,770,656 new resources (all sources)

FY 2022-2031 Projected Resources

Internal	Cash & Debt	
110 General		
Pay-as-you-go Cash ¹	\$	29,189,325
Additional Debt ²	\$	115,000,000
124 Sanitation Fund	\$	-
128 Road Impact Fund	\$	23,167,146
130 City Facilities Tax	\$	32,202,382
132 County Facilities Tax	\$	12,653,732
135 Stormwater	\$	1,534,337
150 Hotel Motel	\$	19,906,706
155 Parkland Dedication	\$	17,300,595
421 Water	\$	4,777,773
431 Sewer	\$	7,287,225
External		
Federal	\$	3,221,238
State	\$	32,900,000
Local	\$	14,903,544
Utilities	\$	4,426,527
Private	\$	3,300,126
Total	\$	321,770,656



Notes:

¹ Pay as you go cash includes the balance of the Capital Funding Account (over 45% of fund balance in the General Fund) and the accumulated total of the 1.5 Cent property tax allocation for capital projects.

² Debt Service resource is an estimated amount of \$115,000,000 based upon the amount of capacity gained from the amount of existing debt service to be retired and the addition of Sales Tax and TIF District revenues.



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Revenues: Total Resources available: \$396,743,666

Existing Resources \$ 74,973,010

+ New Resources \$ 321,770,656

Total Resources for CIP Projects: \$ 396,743,666

So what changed from last time (2019)?

Version 1: Total Change in Revenues & Expenditures, 2019 to Today

<u>A</u> Original 2019-2028 CIP Financing	\$	301,899,016
<u>B</u> Revised CIP Financing 2019-2031	\$	396,743,666
<u>C (A-B)</u> Increase in CIP Funding (\$)	\$	94,844,650
<u>D (A/B-1)</u> Increase in CIP Funding (%)		31.4%
<u>E</u> Original 2019-2028 CIP Project Total Cost	\$	281,510,872
<u>F</u> Revised CIP Project Cost 2019-2031	\$	376,762,590
<u>G (E-F)</u> Increase in Project Costs (\$)	\$	(95,251,718)
<u>H (E/F-1)</u> Increase in Project Costs (%)		33.8%
<u>I (B-F)</u> Difference Revised Funding to Costs	\$	19,981,076



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Revenues: So what changed from last time (2019)?

Version 2: Change in Existing Revenues & Expenses vs. Change in Future Revenues & Expenses

<u>J</u> Available Resources (Cash In Hand, 6/30/2021)	\$	74,973,010
<u>K</u> CIP Project Expenditures to date	\$	65,045,826
<u>L (J-K)</u> Difference remaining Funding vs. Costs (Completed)	\$	9,927,184
<u>M</u> New Projected Financing - 2021-2030	\$	321,770,656
<u>N</u> Estimated Remaining CIP Project Costs	\$	311,716,764
<u>O (M-N)</u> Difference remaining Funding vs. Costs (New)	\$	10,053,892
<u>P (L+O)</u> Difference Revised Costs to Funding	\$	19,981,076

Major Changes since October:

- Combined City Hall & Downtown Parking Projects
- Add \$41,900,000 to combined City Hall Project Estimate



City of Franklin, Tennessee **FY 2022-2031 Capital Investment Program**

Expenses: \$376,762,590 in total projects

The Projects: 35 approved projects (via Resolution 2019-68) – comprised totaling \$376,762,590 over the next ten years.

They comprise 4 categories:

- Completed Projects – 7 projects - \$14,307,021**
- Under Construction – 4 projects - \$42,819,607**
- ROW – 5 projects - \$47,997,480**
- Design – 19 Projects - \$270,576,030**

★★★★★ -Designates a BOMA Top 10 rated project (2019)

FY 2022-2031 Capital Investment Plan

Scorecard as of December 2021

BOMA Top 10	Project	Category	Revised Budget	Spent to Date	Completion Date	Project Phase				
						Design	Right-Of-Way	Bidding	Construction	Complete
★★★★★	100 Block Battle Avenue Drainage Improvements	Stormwater	\$ 1,850,000	\$ 1,516,643	2020					●
	Eastern Flank Road Circle	Parks & Recreation	\$ 191,503	\$ 191,503	2020					●
	Sanitation Facility	General Services	\$ 3,422,366	\$ 3,422,366	2020					●
★★★★★	5th Ave Parking Lot	General Services	\$ 211,946	\$ 211,946	2021					●
	Fire Station 7	General Services	\$ 8,160,909	\$ 8,160,909	2021					●
	Maplewood Stormwater Project	Stormwater	\$ 530,000	\$ 469,114	2022					●
★★★★★	McEwen Drive Interchange Modifications	Transportation	\$ 1,002,749	\$ 750,096	2022					●
	Franklin Road	Transportation	\$ 16,379,940	\$ 9,879,531	2022					●
	96 West Trail	Transportation	\$ 6,007,617	\$ 3,809,009	2022					●
	Major Road Resurfacing	Transportation	\$ 8,425,000	\$ 6,800,000	2022					●
	FSSD (Freedom Middle/Poplar Grove)	Parks & Recreation	\$ 7,051,300	\$ 40,510	2023					●
	USACE - Home Raising Project	Stormwater	\$ 4,955,750	\$ -	2024					●
	Pratt Ln Bridge Replacement	Transportation	\$ 1,500,000	\$ 56,493	2023		●			
	West Main Bridge Widening Project	Stormwater	\$ 770,000	\$ 56,346	2023		●			
	Jordan Road (Aspen Grove Dr-Mallory Ln)	Transportation	\$ 4,670,480	\$ 181,948	2023		●			
	McEwen Phase 4	Transportation	\$ 34,057,000	\$ 3,679,499	2026		●			
★★★★★	Bicentennial Park	Parks & Recreation	\$ 7,000,000	\$ 672,851	2024		●			
	Thompson Alley Neighborhood Park	Parks & Recreation	\$ 220,000	\$ -	2022		●			
	SE Park - Phase I	Parks & Recreation	\$ 39,379,684	\$ 4,680,358	2024		●			
★★★★★	Greenway & Bridge (Harlinsdale to Chestnut Bend)	Parks & Recreation	\$ 3,667,568	\$ 368,321	2023	●				
	Lockwood Glen Dam & Park	Parks & Recreation	\$ 8,745,790	\$ 1,057,326	2023	●				
	Main Barn, Harlinsdale	Parks & Recreation	\$ 3,354,233	\$ 391,416	2023	●				
	Hayes Home Restoration (Harlinsdale)	Parks & Recreation	\$ 632,870	\$ -	2024	●				
★★★★★	Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	\$ 17,050,660	\$ 574,262	2025	●				
★★★★★	Long Ln and Old Peytonsville Rd Connector	Transportation	\$ 36,168,607	\$ 805,811	2026	●				
	E McEwen Dr. Ext. (Wilson Pike to City Limits)	Transportation	\$ 19,634,800	\$ 863,307	2028	●				
★★★★★	Liberty Park Improvements - Phase I	Parks & Recreation	\$ 5,772,800	\$ 81,175	2024	●				
★★★★★	Lewisburg Ave Sidewalk Improvements	Transportation	\$ 12,105,200	\$ 192,147	2025	●				
	Main St Sidewalk Repair Project	Transportation	\$ 2,200,000	\$ -	2026	●				
★★★★★	New City Hall & Public Parking Structure	General Services	\$ 74,500,000	\$ 982,693	2026	●				
	Church St. (Columbia to 2nd Ave S)	Transportation	\$ 12,938,380	\$ 128,258	2026	●				
	Peytonsville Rd & Pratt Ln Int. Improvements	Transportation	\$ 11,435,595	\$ -	2027	●				
	Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	Transportation	\$ 4,873,829	\$ -	2026	●				
	Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	\$ 5,328,400	\$ -	2026	●				
	Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	Transportation	\$ 12,567,614	\$ -	2028	●				
Total			\$ 376,762,590	\$ 50,023,838						



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Capital Projects Completed

Project	Total Cost
Fire Station 7	\$ 8,160,909
Century Court/Sanitation Improvements	\$ 3,422,366
100 Block Battle Avenue Drainage Improvements ★★★★★	\$ 1,516,643
McEwen Drive Interchange Modifications ★★★★★	\$ 750,096
Maplewood Stormwater Project	\$ 469,114
5 th Avenue Parking Lot ★★★★★	\$ 211,946
<u>Eastern Flank Road Circle</u>	<u>\$ 191,503</u>
	\$ 14,722,577



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Capital Projects – Under Construction

Project	Total Cost
Franklin Road	\$ 16,379,940
Major Road Resurfacing	\$ 8,425,000
FSSD/COF Ballfields	\$ 7,051,300
96W Trail	\$ 6,007,617
<u>USACE – Home Raising Project</u>	<u>\$ 4,955,750</u>
	\$ 42,819,607



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Capital Projects – Right-Of-Way Acquisition

Project	Total Cost
McEwen Phase 4	\$ 34,057,000
Bicentennial Park ★★★★★	\$ 7,000,000
Jordan Road (Aspen Grove Drive-Mallory Lane)	\$ 4,670,480
Pratt Lane Bridge Replacement	\$ 1,500,000
<u>West Main Street Bridge Widening Project</u>	<u>\$ 770,000</u>
	\$ 47,997,480



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Capital Projects - Design

Project	Total Cost
New City Hall & Public Parking Structure ★★★★★	\$ 74,500,000
Southeast Park – Phase I	\$ 39,379,684
Long Lane/Old Peytonsville Road Connector ★★★★★	\$ 36,168,607
McEwen Phase 5 (<i>contractually obligated</i>)	\$ 19,634,800
Mallory/North Royal Oaks/Liberty Intersection Improvements ★★★★★	\$ 17,050,660
Church Street (Columbia to 2 nd Ave)	\$ 12,938,380
Carlisle Lane (SR96W – Mack Hatcher NW)	\$ 12,567,614
Lewisburg Avenue Sidewalk Improvements ★★★★★	\$ 12,105,200
Peytonsville Road & Pratt Lane Intersection	\$ 11,435,595
Lockwood Glen Park	\$ 8,745,790
Liberty Park Improvements ★★★★★	\$ 5,772,800



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Capital Projects - Design

Project	Total Cost
Greenway – Pinkerton Park to Franklin Road	\$ 5,328,400
Mack Hatcher NE Multi-Use Trail (Franklin Road-Hillsboro Road)	\$ 4,873,829
Greenway – Harlinsdale/Chestnut Bend ★★★★★	\$ 3,667,568
Main Barn - Harlinsdale	\$ 3,354,233
Main Street Sidewalk Repair Project	\$ 2,200,000
Hayes Home Restoration	\$ 632,870
<u>Thompson Alley Neighborhood Park</u>	<u>\$ 220,000</u>
	\$ 270,576,030



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Summary

FY 2021-2030 Capital Investment Program	
Completed	\$ 14,307,021
Under Construction	\$ 42,819,607
Right-Of-Way Phase	\$ 47,997,480
Design (Obligated)	\$ 169,683,091
Total Obligated Resources	\$ 268,869,651
Design (Not started/early in process)	\$ 107,892,939

- Of \$376,762,590 in total projects, \$268,869,651 are either complete, under construction, in the right of way phase or heavily in design or contractually obligated. The balance can be reexamined and prioritized should the BOMA desire.



City of Franklin, Tennessee

FY 2022-2031 Capital Investment Program

Summary

- Staff can come back to the BOMA later this year with a revised list of additional capital projects and provide the BOMA with the opportunity to update the prioritization of existing approved projects and consider any additional projects within the available funding capacity.
- Staff will also continue to reexamine the financing model to determine if and when additional funding capacity could come available through greater usage of debt and/or growth in the tax levy.



City of Franklin, Tennessee
FY 2022-2031 Capital Investment Program

Questions

FY 2022-2031 Capital Investment Plan										
Scorecard as of December 2021										
BOMA Top 10	Project	Category	Revised Budget	Spent to Date	Completion Date	Project Phase				
						Design	Right-Of-Way	Bidding	Construction	Complete
★★★★★	100 Block Battle Avenue Drainage Improvements	Stormwater	\$ 1,850,000	\$ 1,516,643	2020					●
	Eastern Flank Road Circle	Parks & Recreation	\$ 191,503	\$ 191,503	2020					●
	Sanitation Facility	General Services	\$ 3,422,366	\$ 3,422,366	2020					●
★★★★★	5th Ave Parking Lot	General Services	\$ 211,946	\$ 211,946	2021					●
	Fire Station 7	General Services	\$ 8,160,909	\$ 8,160,909	2021					●
	Maplewood Stormwater Project	Stormwater	\$ 530,000	\$ 469,114	2022					●
★★★★★	McEwen Drive Interchange Modifications	Transportation	\$ 1,002,749	\$ 750,096	2022					●
	Franklin Road	Transportation	\$ 16,379,940	\$ 9,879,531	2022					●
	96 West Trail	Transportation	\$ 6,007,617	\$ 3,809,009	2022					●
	Major Road Resurfacing	Transportation	\$ 8,425,000	\$ 6,800,000	2022					●
	FSSD (Freedom Middle/Poplar Grove)	Parks & Recreation	\$ 7,051,300	\$ 40,510	2023					●
	USACE - Home Raising Project	Stormwater	\$ 4,955,750	\$ -	2024					●
	Pratt Ln Bridge Replacement	Transportation	\$ 1,500,000	\$ 56,493	2023					●
	West Main Bridge Widening Project	Stormwater	\$ 770,000	\$ 56,346	2023					●
	Jordan Road (Aspen Grove Dr-Mallory Ln)	Transportation	\$ 4,670,480	\$ 181,948	2023					●
	McEwen Phase 4	Transportation	\$ 34,057,000	\$ 3,679,499	2026					●
★★★★★	Bicentennial Park	Parks & Recreation	\$ 7,000,000	\$ 672,851	2024					●
	Thompson Alley Neighborhood Park	Parks & Recreation	\$ 220,000	\$ -	2022					●
	SE Park - Phase I	Parks & Recreation	\$ 39,379,684	\$ 4,680,358	2024					●
★★★★★	Greenway & Bridge (Harlinsdale to Chestnut Bend)	Parks & Recreation	\$ 3,667,568	\$ 368,321	2023					●
	Lockwood Glen Dam & Park	Parks & Recreation	\$ 8,745,790	\$ 1,057,326	2023					●
	Main Barn, Harlinsdale	Parks & Recreation	\$ 3,354,233	\$ 391,416	2023					●
	Hayes Home Restoration (Harlinsdale)	Parks & Recreation	\$ 632,870	\$ -	2024					●
★★★★★	Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	\$ 17,050,660	\$ 574,262	2025					●
★★★★★	Long Ln and Old Peytonsville Rd Connector	Transportation	\$ 36,168,607	\$ 805,811	2026					●
	E McEwen Dr. Ext. (Wilson Pike to City Limits)	Transportation	\$ 19,634,800	\$ 863,307	2028					●
★★★★★	Liberty Park Improvements - Phase I	Parks & Recreation	\$ 5,772,800	\$ 81,175	2024					●
★★★★★	Lewisburg Ave Sidewalk Improvements	Transportation	\$ 12,105,200	\$ 192,147	2025					●
	Main St Sidewalk Repair Project	Transportation	\$ 2,200,000	\$ -	2026					●
★★★★★	New City Hall & Public Parking Structure	General Services	\$ 74,500,000	\$ 982,693	2026					●
	Church St. (Columbia to 2nd Ave S)	Transportation	\$ 12,938,380	\$ 128,258	2026					●
	Peytonsville Rd & Pratt Ln Int. Improvements	Transportation	\$ 11,435,595	\$ -	2027					●
	Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	Transportation	\$ 4,873,829	\$ -	2026					●
	Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	\$ 5,328,400	\$ -	2026					●
	Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	Transportation	\$ 12,567,614	\$ -	2028					●
Total			\$ 376,762,590	\$ 50,023,838						

Projects Removed from Original CIP

Greenway Aspen Grove Park to Mack Hatcher	Parks & Recreation	\$ 2,275,300	\$ 43,774	When Development Occurs
---	--------------------	--------------	-----------	-------------------------