



Meeting Agenda

Capital Investment Committee

Thursday, January 27, 2022

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The December 9, 2022 Capital Investment Committee Meeting.

NEW BUSINESS

2. Consideration To Grant Water Availability For 2600 Hillsboro Road (Map 013, Parcel 00900).

Sponsors: Michelle Hatcher, Scott Andrews

3. Consideration To Deny Sewer Availability At 328 Franklin Road (Map 063, Parcel 03000).

Sponsors: Michelle Hatcher, Scott Andrews

4. Consideration Of DRAFT Final Change Order To COF Contract No. 2020-0028 With Garney Construction For Spencer Creek At Franklin Road Sanitary Sewer Improvements Project With A Decrease of \$139,323.30.

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

5. Consideration Of A Road Impact Fee Offset Agreement (COF Contract No. 2021-0315) With Lockwood Joint Venture LLC. For An Amount Not To Exceed \$29,580.

Sponsors: Jimmy Wiseman

6. Consideration Of Amendment 1 To A Road Impact Fee Agreement (COF Contract No. 2019-0031) With Clayton Properties Group, Inc. For A Cost Increase of \$314,319.

Sponsors: Jimmy Wiseman

7. Consideration Of DRAFT COF Contract No. 2021-0199, A Middle Tennessee Electric Membership Corporation Relocation Agreement For The West Main Street Bridge Widening At An Estimated Cost Of \$40,171.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett, Sarah Roop

8. Consideration Of DRAFT Amendment 1 to COF Contract No. 2019-0317, A Professional Services Agreement with Alfred Benesch & Company For The Final Design Of The Multi-Use Trail & Bridge At The Park At Harlinsdale Farm For A Lump Sum Cost Increase Of \$59,770.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

9. Consideration Of Resolution 2021-117, A Resolution Declaring An Existing Section Of Right-Of-Way Known As Edward Curd Lane Generally Located West of Carothers Parkway And North Of Liberty Pike As Surplus Property And Authorizing Its Disposal By The City Administrator.

Sponsors:

10. Capital Projects Dashboard And Status Updates For January 2022.

Sponsors: Paul Holzen, Jonathan Marston

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 #: 21-02754

DATE: December 21, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Water Availability For 2600 Hillsboro Road (Map 013, Parcel 00900).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for water availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 8/25/2021.
SFUE's Requested: 40.
Domestic Water Meter Size(s): Forty $\frac{3}{4}$ " domestic meters

This property is located north of the City, outside of the City limits. The property is north of the Hunterwood subdivision. Forty single family residences will be constructed here. The area is already served by City of Franklin water. The requested flows for this property have been added to our water model for review, and no detrimental effects to the City's water distribution system are anticipated. The applicant will be required to loop the water back to existing infrastructure, which may eliminate a dead-end water line and therefore be beneficial to the City's system. The applicant has requested approval.

FINANCIAL IMPACT:

N/A

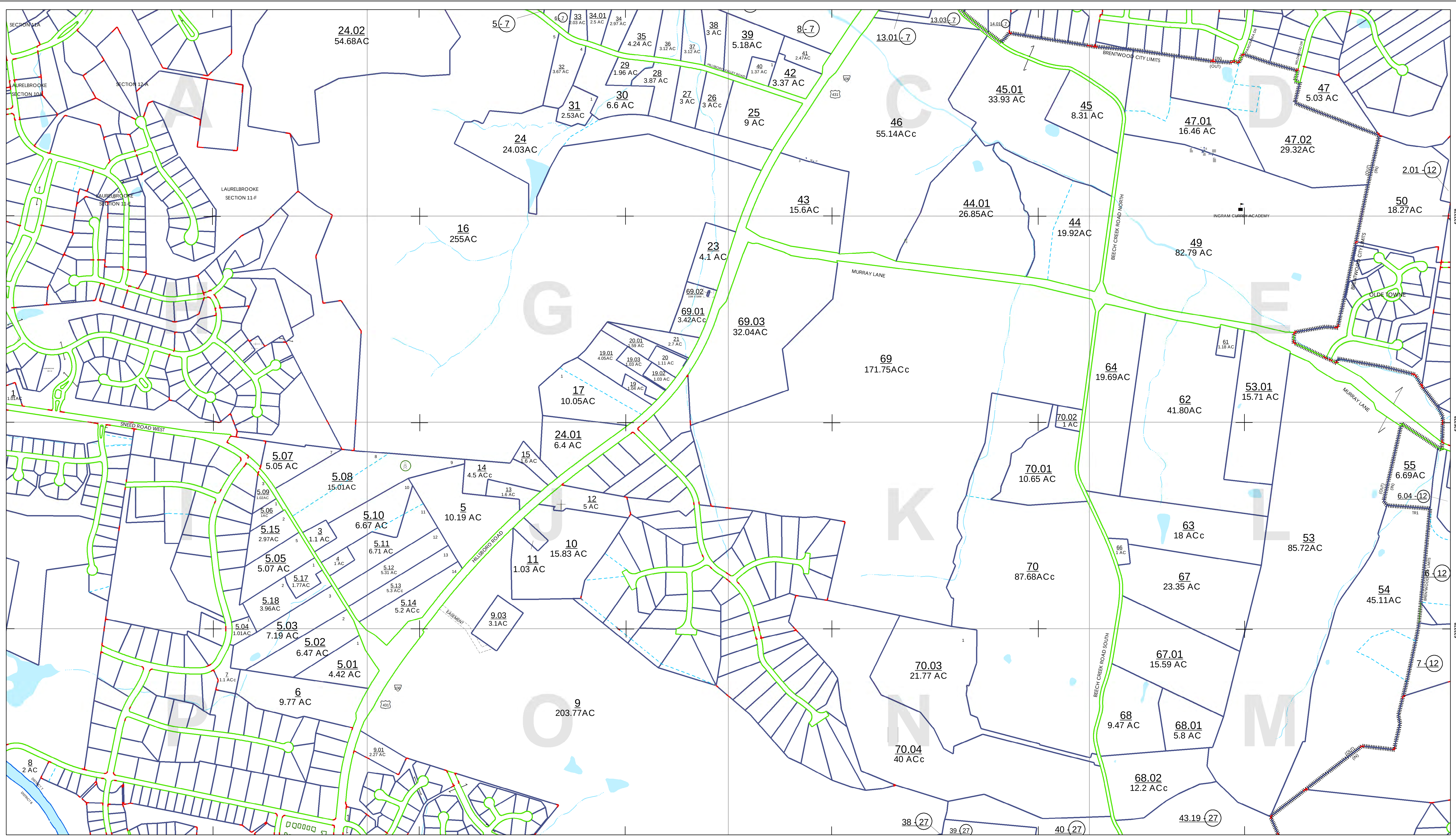
RECOMMENDATION:

Staff recommends that this availability request be approved contingent on the applicant looping the water line per previous discussions between staff and the applicant.

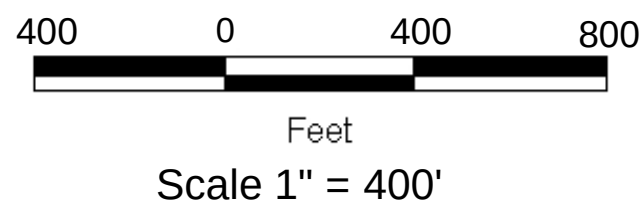


Type of Availability Requested:		CHECK ALL THAT APPLY: ☒ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #		Wagner Property	
Map & Parcel(s) #		013 0090 00007013	
Property Address:		2600 Hillsboro Road	
City Project # (If Applicable)		N/A	
# of Dwelling Units (If Residential)		40	
Applicant's Name & Company		Mark Merrill	
Applicant's Address		315 Woodland Street, Nashville, TN 37206	
Applicant's Email & Phone #		mmerrill@ragansmith.com (615) 244-8591	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4"	
Water District:		Franklin	
Sewage Flow Calculations: <i>Use the City of Franklin projected flow examples sheet –pg.4</i> 40 x 350 = 14,000 gpd			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: <i>Information Required for Sewer Service</i>			
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

Date Submitted: 8-25-2021



DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.



6
120 AC
120 AC
120m
120 S
29

PARCEL NUMBER
DEED ACREAGE
CALCULATED ACREAGE
DEED/PLAT DIMENSION
SCALED DIMENSION
SURVEYED DIMENSION
SUBD. LOT/TRACT No.

Parcel Boundary

- PARCEL HOOK
- INTERIOR TRACT LINE
- DISTRICT LINE
- PARCEL LINE
- CO. LINE
- CORP. LIMITS
- PARCEL & CONTROL MAP No.
- CEMETERY
- CHURCH
- SCHOOL
- STATE LINE

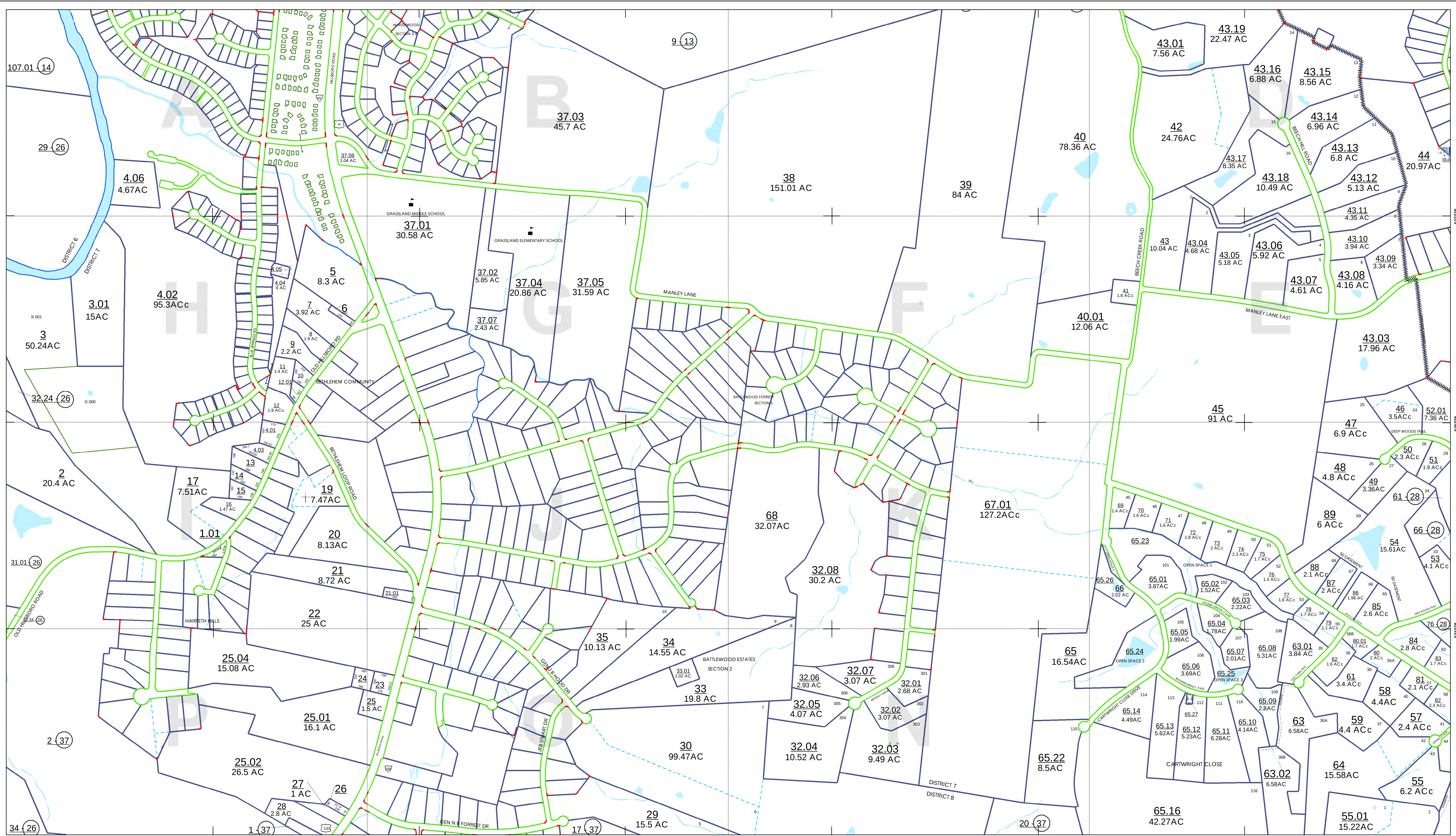
Planimetric Map

- ROAD ROW
- RAILROAD ROW
- STREAM
- POND
- TREE/VEGETATIVE COVER
- STREET/ROAD CENTERLINE
- DRIVE
- RIDGES



006	007	008
014	013	012
026	027	028

WILLIAMSON COUNTY, TN		2021 Tax Map		MAP NO. 013
SCALE: 1" = 400'		DISTRICT:		
PHOTO DATE 2020		TN STATE PLANE (4100)		
AS OF 7/23/2021		NAD 83 (90) NAVD (88)		
LAST REVISION 7/23/2021		CITY OF:		





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400 0 400 800

Feet

Scale 1" = 400'

Parcel Boundary

- PARCEL HOOK
- INTERIOR TRACT LINE
- DISTRICT LINE
- PARCEL LINE
- CO. LINE
- CORP. LIMITS
- PARCEL & CONTROL MAP No.
- CEMETERY
- CHURCH
- SCHOOL
- STATE LINE

Planimetric Map

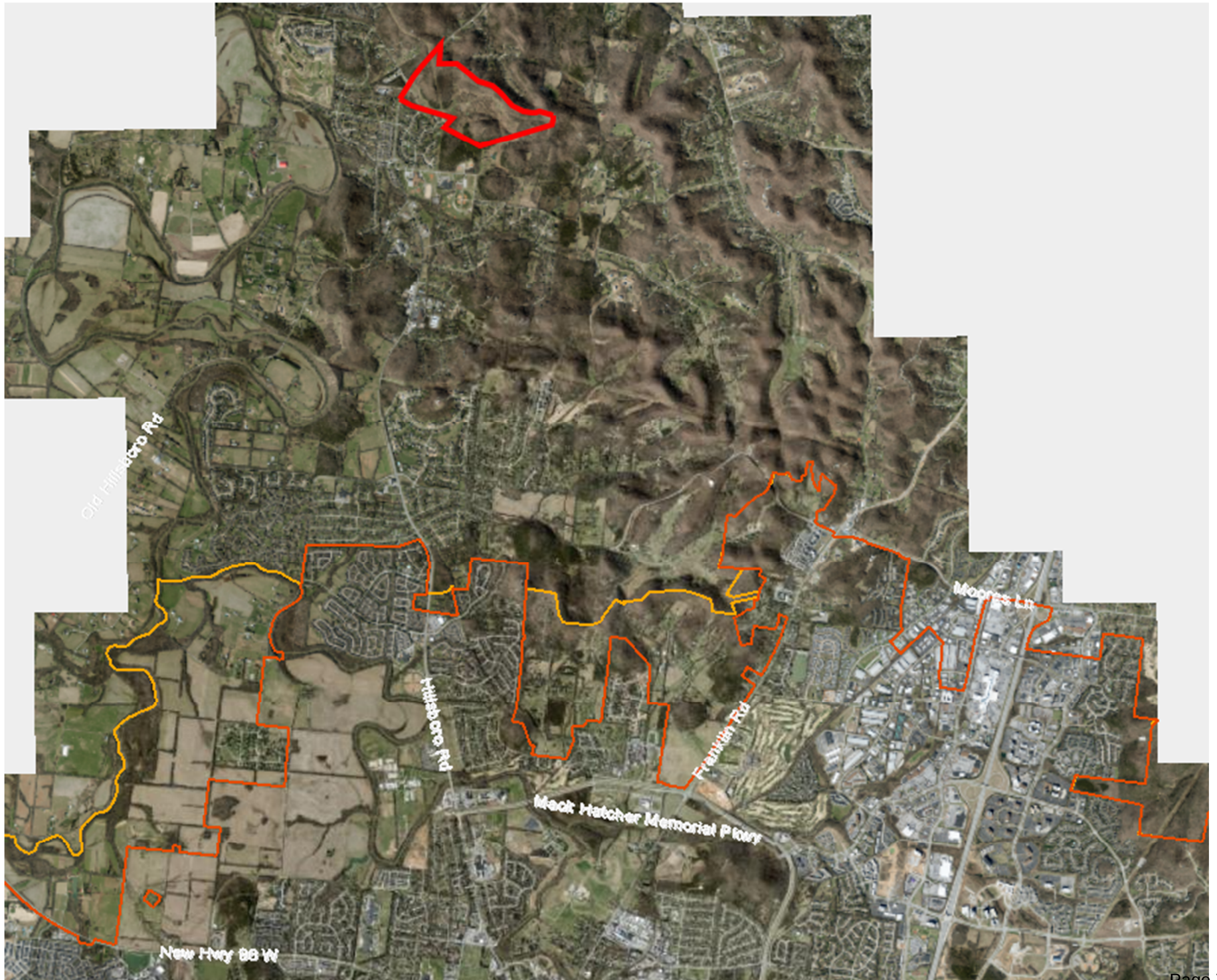
- ROAD ROW
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- DRIVE
- RIDGES

014	013	012
026	027	028
038	037	036

WILLIAMSON COUNTY, TN 2021 Tax Map	
SCALE: 1" = 400'	DISTRICT:
PHOTO DATE 2020	TN STATE PLANE (4100)
AS OF 7/23/2021	NAD 83 (90) NAVD (88)
LAST REVISION 7/23/2021	CITY OF:

MAP NO. **027**

LOCATOR MAP (Aerial view)



[illegible]



File #: 21-02782

DATE: January 19, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Deny Sewer Availability At 328 Franklin Road (Map 063, Parcel 03000).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 12/22/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located within the City limits. However, there is only one path by which sanitary sewer can be extended to this property, and that is to cross Harlinsdale Farm, bore Franklin Road, and run in easements parallel to Franklin Road to the south end of the property. A rough ballpark estimate put the cost for this in the \$450,000 range, but this is merely an approximation based on cost per linear foot of sanitary sewer main and does not include the bore across Franklin Road, the costs of manholes, or any easements that would need to be purchased. This parcel is surrounded by other parcels that are also not served by public sewer due to the constraints of connecting the mains to the larger system.

This applicant wants to remodel a single-family residence and cannot afford the cost of these improvements. The applicant is requesting denial so they can remodel the house while remaining on their septic system.

FINANCIAL IMPACT:

N/A

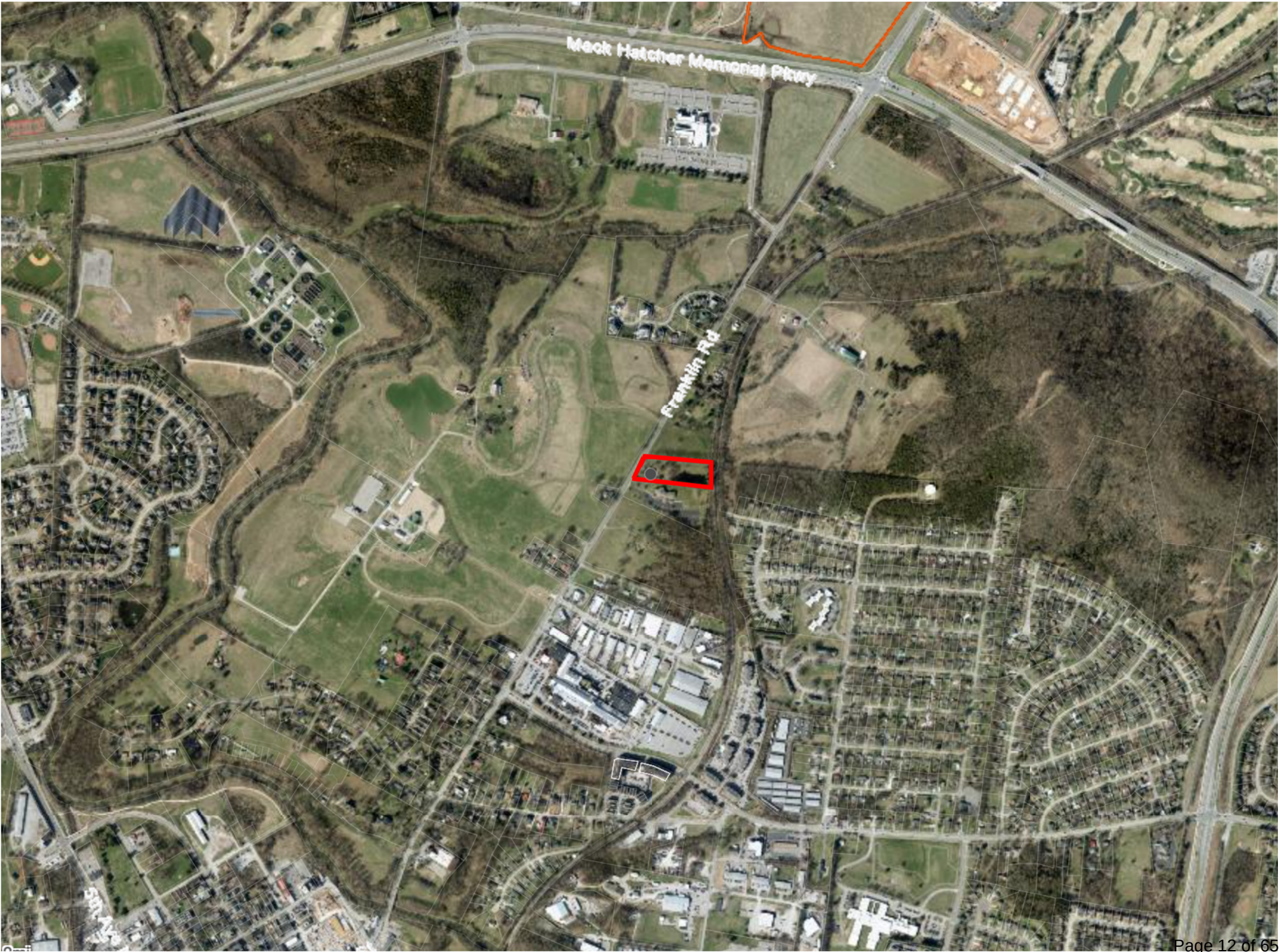
RECOMMENDATION:

Staff recommends that sewer availability be recommended for denial to the Board of Mayor and Aldermen.

LOCATOR MAP



LOCATOR MAP (Aerial view)



Only feasible route to serve property with sanitary sewer

8" Ductile Iron

6"

8"

12" DI

10" CAST IR

12" Ductile Iron

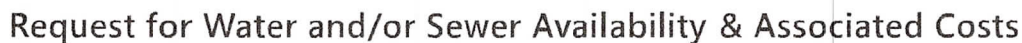
10" Cast Iron

16" Ductile Iron

16" DI

8" DI

Access



Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #		Lee Ann James 328 Franklin Road, Franklin, TN 37064	
Map & Parcel(s) #		063 - 03000	
Property Address:		328 Franklin Road, Franklin, TN	
City Project # (If Applicable)			
# of Dwelling Units (If Residential)		2	
Applicant's Name & Company		Lee Ann James / Sunshine Ventures, LLC	
Applicant's Address		1367 Eliot Road, Franklin, TN	
Applicant's Email & Phone #		leeann.jamestv@gmail.com 731-335-1121	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4"	
Water District:		Franklin City	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 350 GPD			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:		☒ DENY my Request *approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*	
		☐ APPROVE my request	

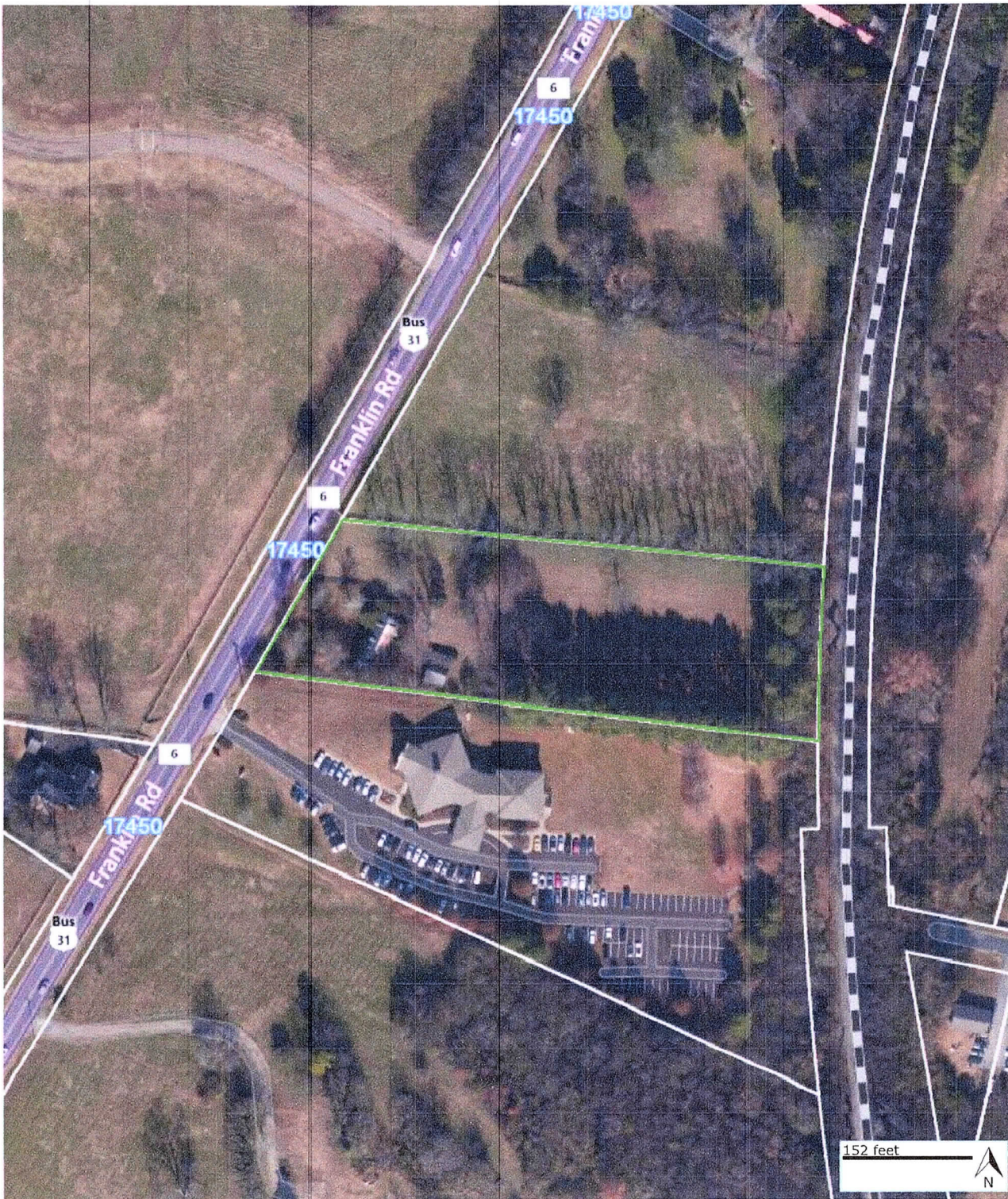
MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklin.tn.gov

For additional information or questions please call: 615-794-4554

Date Submitted:

12/22/2



328 Franklin Road
Franklin, TN 37064

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File #: 21-02786

DATE: January 19, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT Final Change Order To COF Contract No. 2020-0028 With Garney Construction For Spencer Creek At Franklin Road Sanitary Sewer Improvements Project With A Decrease of \$139,323.30.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Final Change Order to COF Contract No. 2020-0028 with Garney Construction for the Spencer Creek at Franklin Road Sanitary Sewer Improvements project.

BACKGROUND/STAFF COMMENTS:

Construction on the Spencer Creek at Franklin Road sanitary sewer improvements project began in August 2020. This project consists of increasing the capacity of the main while realigning the existing interceptor to better suit hydraulic capacity. The project limits start on the east side of Franklin Road, east of the CSX railroad tracks, and extends to the west side of Franklin Road near the limits of the First United Methodist Church property.

During construction, a window was damaged on the First United Methodist Church building. Construction Change Authorization (CCA) 2 was to pay to replace the damaged window.

There were to be two (2) bores under Spencer Creek with this project. There were issues with the inverts so rather than boring under the creek the contractor requested to open cut Spencer Creek. CCA 6 addresses this issue as well as the cost difference.

These CCAs are compiled together in the Final Change Order for this project and total an amount within the allotted \$50,000 contingency monies already approved in the Contract. The Final Change Order also reconciles the balance of the contract.

FINANCIAL IMPACT:

The project budget as approved by Change Order No. 1 was \$2,900,950.00. The final amount of the project is \$2,761,626.70, which is a decrease of \$139,323.30.

RECOMMENDATION:

Staff recommends that the Final Change Order to COF Contract No. 2020-0028 with Garney Construction for the Spencer Creek at Franklin Road Sanitary Sewer Project be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: FINAL

Owner: **City of Franklin, TN** Date Issued: **1/13/2022**
 Engineer: **Hazen and Sawyer**
 Contractor: **Garney Construction**
 Project Name: **Spencer Creek at Franklin Road Sanitary Sewer Project**
 Owners Contract No.: **COF 2020-0028**
 Effective Date of Change Order: **2/22/2022**

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order is to reflect the approved construction change authorizations (CCA) that have been approved since Change Order No. 1 and close out the project. The work approved in CCA 2 is complete and is an increase to the project of \$1,258.00. The work approved in CCA 6 is complete and is an increase to the project in the amount of \$12,412.50.

Attachments:

1. **CCA 2**
2. **CCA 6**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>2,615,635.00</u>		Substantial Completion:	<u>August 3, 2021</u>
		Ready for final payment:	<u>September 2, 2021</u>
Increase from previously approved Change Orders		[Increase] [Decrease] from previously approved Change Orders:	
\$ <u>285,315.00</u>		Substantial Completion:	<u>August 3, 2021</u>
		Ready for final payment:	<u>September 2, 2021</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>2,900,950.00</u>		Substantial Completion:	<u>August 3, 2021</u>
		Ready for final payment:	<u>September 2, 2021</u>
[Decrease] this Change Order:		[Decrease] this Change Order:	
\$ <u>139,323.30</u>		Substantial Completion:	<u>March 29, 2021</u>
		Ready for final payment:	<u>June 8, 2021</u>
Final Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>2,761,626.70</u>		Substantial Completion:	<u>March 29, 2021</u>
		Ready for final payment:	<u>June 8, 2021</u>

Recommended by City Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

Contractor Approval

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSTRUCTION CHANGE ORDER AUTHORIZATION

TO: Alexander Wolfe
Assistant Project Manager
Garney Construction
200 Crutchfield Avenue
Nashville, TN 37210

FROM: City of Franklin
Water Management Dept.
124 Lumber Drive
Franklin, TN 37064

DATE: October 29, 2020

PROJECT: Spencer Creek at Franklin Road Sanitary Sewer Improvements

COF CONTRACT NO: 2020-0028

AUTHORIZATION NUMBER: 2

RE: Replacement of window at First United Methodist Church

DESCRIPTION:

The purpose of this order is to instruct the contractor to pay for the replacement of a broken stained glass window at the First United Methodist Church. The City of Franklin will reimburse the contractor.

CONTRACT PRICE: \$1,258.00 Increase (see attached for breakdown of cost)

CONTRACT TIME: 0 days

CITY OF FRANKLIN:

By: Brian P. Ender

Date: 03/10/2021

CONTRACTOR:

By: [Signature]

Date: 03/10/21

Invoice

Remit To:

Architectural Glass & Metal Co., Inc.
6334 E 32nd Ct
Indianapolis IN 46226-6168
317-545-2401 FAX 317-545-2131

TN2008310201

Bill To:

Franklin First United Methodist Church
120 Aldersgate Way

Franklin, TN 37069

Job Address:

120 Aldersgate Way

Franklin, TN 37069

Date	Net Terms	Customer Code	Customer Order Number
10/19/2020	C.O.D.	TN-FRAFIRUNIMET	BROKEN GLASS

Description

Furnish and install one piece of 1" Solarban 70 clear tempered IGU approx. 36" x 36".

Technicians removed th face cap, pressure bar, and glass. They installed a new piece for replacement and caulked in. They reinstalled the face cap and pressure bar after glass replacement.

Billing Amount:	\$1,244.57
Retention Withheld:	\$0.00
Retention Due:	\$0.00

Subtotal:	\$1,244.57
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Misc:	\$0.00
Tax:	\$13.43

Thank You

Total:

\$1,258.00
=====

CONSTRUCTION CHANGE ORDER AUTHORIZATION

TO: Alexander Wolfe
Assistant Project Manager
Garney Construction
200 Crutchfield Avenue
Nashville, TN 37210

FROM: City of Franklin
Water Management Dept.
124 Lumber Drive
Franklin, TN 37064

DATE: January 19, 2022

PROJECT: Spencer Creek at Franklin Road Sanitary Sewer Improvements

COF CONTRACT NO: 2020-0028

AUTHORIZATION NUMBER: 6

RE: Revised Creek Crossing #2 of Spencer Creek from bore to open cut

DESCRIPTION:

The purpose of this order is to instruct the contractor to change the creek crossing #2 to an open cut rather than a bore based on the elevation of the creek. If the final price is less than the amount of the bid line item of \$120,000.00 Garney will issue the City a credit. If this final price is more than \$120,000.00 the City and Garney will negotiate on a comparable division of the increased amount.

CONTRACT PRICE: TBD at end of construction

CONTRACT TIME: 0 days

CITY OF FRANKLIN:

By: _____

Date: _____

CONTRACTOR:

By: _____

Date: _____



Invoice Transmittal

(Must Accompany ALL Payment Requests)

SECTION 1 - Contract Information

Project Name: Spencer Creek at Franklin Road

Job Number: 2020-003 COF Contract Number: 2020-0028

TDOT PIN: _____

Vendor Name: Garney Construction Vendor Code: GAR012

Original Contract Amount: \$ 2,615,635.00 BOMA Date: 06/23/2020

Amend/CO Amount(s): \$ 285,315.00

Approved Contract Ceiling: \$ 2,900,950.00

Grant Funding (YES or NO): _____ Grant Source: _____

SECTION 2 - Invoice Information

Vendor Invoice Number: 8 Invoice Date: 09/09/2021

Payment Sequence: 8 Date of Work: 09/09/2021

Current Invoice Amount: \$ 12,412.50

SECTION 3 - Accounts Payable Information

Payment Description: SpencerCreek@FranklinRdPR#8

Account Number (GL) 1: <u>431-89320-52219</u>	Amount: <u>\$ 12,412.50</u>
Account Number (GL) 2: _____	Amount: _____
Account Number (GL) 3: _____	Amount: _____
Account Number (GL) 4: _____	Amount: _____
Account Number (GL) 5: _____	Amount: _____
Account Number (GL) 6: _____	Amount: _____
Account Number (GL) 7: _____	Amount: _____
Retainage Code: _____	Amount: _____

TOTAL (Must Match " Current Invoice Amount"): \$ 12,412.50

SECTION 4 - Approval Signature(s)

COF Project Manager: Patricia McNeese Date: 12/21/2021

OR

Dept. Purchasing Agent: _____ Date: _____

INVOICES EQUAL TO OR GREATER THAN \$100,000 REQUIRES DIRECTOR LEVEL APPROVAL

Department Director: _____ Date: _____



APPLICATION PERIOD:	5/17/2021 - 5/17/2021	APPLICATION DATE:	9/9/2021
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TO:	CITY OF FRANKLIN, TN WATER MANAGEMENT DEPARTMENT
PROJECT:	SPENCER CREEK AT FRANKLIN RD SANITARY SEWER REHABILITATION PROJECT
OWNER'S JOB #:	2020-003

APPROVED CHANGE ORDERS		
NUMBER	ADDITIONS (+)	DEDUCTIONS (-)
1	\$ 4,740.00	
2	\$ 1,258.00	
3	\$ 3,841.00	
4	\$ 112,283.00	
5	\$ 164,451.00	
TOTALS	\$ 286,573.00	\$ -
NET CHANGE BY CO	\$	286,573.00

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the	Payment of: \$12,412.50 (Line 8 or other - attach explanation of other amount)
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The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the	Payment of: \$12,412.50 (Line 8 or other - attach explanation of other amount)
---	---

covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner).		
(2) I (we) title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or attached to said Work, shall be retained by me (us) until the Work is paid for in full.		
is recommended by:	(Engineer)	(Date)

Patricia Mese (Owner) 12/21/2021 (Date)

Alex Wolfe Digitally signed by Alex Wolfe
Date: 2021.09.09
16:36:19-0500

(Contractor)	(Date)

REMIT TO: **Note:**

Payment instructions can only be modified by written authorization to the owner on Garney letterhead from the Garney CFO and verbal confirmation by the owner via phone by calling the Garney Division Controller of Financial Reporting at 816-746-7268 or Senior Manager of Administration at 816-746-7247. Also, please email Garney at AR@garney.com when an ACH or Wire transfer has been sent to Garney so that it's receipt can be confirmed in a timely manner.

Payment instructions can only be modified by written authorization to the owner on Garney letterhead from the Garney CFO and verbal confirmation by the owner via phone by calling the Garney Division Controller of Financial Reporting at 816-746-7268 or Senior Manager of Administration at 816-746-7247. Also, please email Garney at AR@garney.com when an ACH or Wire transfer has been sent to Garney so that it's receipt can be confirmed in a timely manner.

Schedule of Values



Contract: 2020-0028				8				Application Date: 9/9/2021					
Application #:				Application Period:				5/17/2021 - 9/9/2021					
Bid Item No.	Item Description	A			B			C		D	E	F	G
		Quantity	Units	Contract Information	Unit Price	Total Value of Item (\$)	Quantity Installed	% Installed					
1	Mobilization (5% Max)	1	LS		\$130,000.00	\$130,000.00	1	100.00%	\$130,000.00			\$130,000.00	100.0%
2	Bonds & Insurance	1	LS		\$10,000.00	\$10,000.00	1	100.00%	\$10,000.00			\$10,000.00	100.0%
3	Erosion and Sediment Control	1	LS		\$75,000.00	\$75,000.00	1	100.00%	\$75,000.00			\$75,000.00	100.0%
4	Permanent Seed & Mulch	40000	SY	\$0.35	\$14,000.00	\$14,000.00	33057	82.64%	\$11,569.95			\$11,569.95	82.6%
5	36 Inch DI Sewer with epoxy lining	1195	LF	\$665.00	\$794,675.00	\$790,685.00	1189	99.50%	\$790,685.00			\$790,685.00	99.5%
6	MH 1-1 Cast-in-Place	1	LS	\$350,000.00	\$350,000.00	\$350,000.00	1	100.00%	\$350,000.00			\$350,000.00	100.0%
7	72 Inch Precast Manhole	7	EA	\$5,000.00	\$35,000.00	\$35,000.00	7	100.00%	\$35,000.00			\$35,000.00	100.0%
8	Trench Subgrade Stabilization	700	TON	\$2.50	\$1,750.00								\$1,750.00
9	Manhole Demo/Abandon in Place	4	EA	\$10,000.00	\$40,000.00	\$40,000.00	5	125.00%	\$50,000.00			\$50,000.00	125.0%
10	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	1	100.00%	\$7,500.00			\$7,500.00	100.0%
11	6 Inch PVC Sewer Service with Cleanout	50	LF	\$250.00	\$12,500.00	\$12,500.00	17	34.00%	\$4,250.00			\$4,250.00	34.0%
12	60" Rock Bore-CSX RR - 120 LF Incl 120 LF 36" DIP	1	LS	\$200,000.00	\$200,000.00	\$200,000.00	1	100.00%	\$200,000.00			\$200,000.00	100.0%
13	60" Rock Bore- Franklin Rd - 130 LF Incl 130 LF 36" D	1	LS	\$220,000.00	\$220,000.00	\$220,000.00	1	100.00%	\$220,000.00			\$220,000.00	100.0%
14	MH WT Frame & Cover	9	EA	\$750.00	\$6,750.00	\$8,250.00	11	122.22%	\$8,250.00			\$8,250.00	122.2%
15	MH Vent	2	EA	\$5,000.00	\$10,000.00	\$5,000.00	1	50.00%	\$5,000.00			\$5,000.00	50.0%
16	Anti-Sleep Collars	7	EA	\$1,500.00	\$10,500.00	\$7,500.00	5	71.43%	\$7,500.00			\$7,500.00	71.4%
17	Sewer By-Pass Pumping PRE-BID ALLOWANCE	1	A	\$250,000.00	\$250,000.00	\$165,178.29	0.66	66.07%	\$165,178.29			\$165,178.29	66.1%
18	60" Rock Bore- Creek Xing #1 - 90 LF Incl 90 LF 36"	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	1	100.00%	\$150,000.00			\$150,000.00	100.0%
19	60" Rock Bore- Creek Xing #2 - 70 LF Incl 70 LF 36"	1	LS	\$120,000.00	\$120,000.00	\$120,000.00	1	100.00%	\$120,000.00			\$120,000.00	100.0%
20	24 Inch PVC Cross Connection	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	1	100.00%	\$10,000.00			\$10,000.00	100.0%
21	Maintenance Rd and 16' Farm Gate	1	LS	\$500.00	\$500.00	\$500.00	1	100.00%	\$500.00			\$500.00	100.0%
22	8 Inch DI Sewer, Epoxy Lined	176	LF	\$150.00	\$26,400.00	\$26,625.00	177.5	100.85%	\$26,625.00			\$26,625.00	100.9%
23	Asphalt Surface Course- 1.5" TH	250	Tons	\$125.00	\$31,250.00	\$11,326.25	90.61	36.24%	\$11,326.25			\$11,326.25	36.2%
24	Asphalt Binder- 5" TH	25	Tons	\$195.00	\$4,875.00	\$7,020.00	36	144.00%	\$7,020.00			\$7,020.00	144.0%
25	Crushed Stone Road Base	450	Tons	\$2.50	\$1,125.00	\$54.90	21.96	4.88%	\$54.90			\$54.90	4.9%
26	Concrete Sidewalk 4" Th w/ Base Stone	125	SF	\$10.00	\$1,250.00								
27	Concrete Curb	56	LF	\$10.00	\$560.00	\$840.00	84	150.00%	\$840.00			\$840.00	150.0%
28	Concrete Curb & Gutter-Combined	50	LF	\$20.00	\$1,000.00	\$1,200.00	60	120.00%	\$1,200.00			\$1,200.00	120.0%
29	Materials Testing	1	LS	\$1,000.00	\$1,000.00	\$1,816.38	1.82	181.64%	\$1,816.38			\$1,816.38	181.6%
30	Final Site Cleanup and Closeout	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	1	100.00%	\$50,000.00			\$50,000.00	100.0%
31	Project Contingency- ADBE/O PRE-BID ALLOWANCE	1	LS	\$50,000.00	\$50,000.00	\$25,737.93	0.51	51.48%	\$25,737.93			\$25,737.93	51.5%
CCA #1	Additional MH Risers	1	LS	\$4,740.00	\$4,740.00	\$4,740.00	1	100.00%	\$4,740.00			\$4,740.00	100.0%
CCA #2	Window at First United Methodist Church	1	LS	\$1,258.00	\$1,258.00	\$1,258.00	1	100.00%	\$1,258.00			\$1,258.00	100.0%
CCA #3	MH Risers on Existing MH's	1	LS	\$3,841.00	\$3,841.00	\$3,841.00	1	100.00%	\$3,841.00			\$3,841.00	100.0%
CCA #4	Replace Existing 24" pipe with 24" PVC	1	LS	\$112,283.00	\$112,283.00	\$112,283.00	1	100.00%	\$112,283.00			\$112,283.00	100.0%
CCA #5	Replace Existing 36" Pre-21 pipe with 36" PVC	1	LS	\$164,451.00	\$164,451.00	\$164,451.00	1	100.00%	\$164,451.00			\$164,451.00	100.0%
Totals						\$2,902,208.00		81%	\$2,761,626.70			\$2,761,626.70	95.2%
													\$140,581.30

Garney
CONSTRUCTION
ADVANCING WATER

Contract: 2020-0028										Application Date: 9/9/2021			
Application #: 8										Application Period: 5/17/2021 - 9/9/2021			
A		B	C		D		E	F		G			
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)		
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)			
5.00	DSD4439002	1.0 (33 3113)	West Side of Franklin Rd.	36" DIP	9/2020	\$318,533.73		\$318,533.73	12/2020	\$318,533.73			
7.00	839618		East Side of Franklin Rd.	MH 1-5	11/2020	\$2,742.60		\$2,742.60	12/2020	\$2,742.60			
7.00	839693		East Side of Franklin Rd.	MH 1-7 and 2-1	11/2020	\$5,327.10		\$5,327.10	1/2021	\$5,327.10			
7.00	839715		East Side of Franklin Rd.	MH 1-6	11/2020	\$3,907.60		\$3,907.60	12/2020	\$3,907.60			
7.00	838794		West Side of Franklin Rd.	MH 1-2 and 1-3	11/2020	\$6,377.40		\$6,377.40	12/2020	\$6,377.40			
7.00	838798		East Side of Franklin Rd.	MH 1-4	11/2020	\$3,546.02		\$3,546.02	12/2020	\$3,546.02			



File #: 21-02676

DATE: November 19, 2021
TO: Capital Investment Committee
FROM: Jimmy Wiseman, Asst. Director of Engineering
SUBJECT:

Consideration Of A Road Impact Fee Offset Agreement (COF Contract No. 2021-0315) With Lockwood Joint Venture LLC. For An Amount Not To Exceed \$29,580.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No 2021-0315.

BACKGROUND/STAFF COMMENTS:

As part of the 4309 S. Carothers Commercial Site Plan, the developer was required to dedicate future right-of-way. The right-of-way on Carothers Parkway (arterial roadway) is identified in Connect Franklin and qualifies for reimbursement under the City of Franklin's road impact offset program.

FINANCIAL IMPACT:

The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is **Twenty Nine Thousand Five Hundred Eighty and No/100 Dollars (\$29,580.00)** for the Development Project and the total reimbursement to the Developer is estimated to be **Twenty Nine Thousand Five Hundred Eighty and No/100 Dollars (\$29,580.00)** . At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No 2021-0315.

ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2021-0315

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Lockwood Joint Venture LLC, ("Developer"), on this the _____ day of _____, 20____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission 4309 S Carothers Commercial Site Plan COF Project # 7673 for approval (the "Development Project"); and

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

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

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

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

- 1. PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the FMC.
- 2. TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
- 3. PROJECT.** The Developer has submitted reliable information related to the costs of construction of the following Improvements: Carothers Parkway and South Carothers Road intersection improvements, including widening to provide left and right turn lanes, and a signalized intersection.
- 4. ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT.** The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is Twenty-Nine Thousand Five Hundred Eighty and No/100 Dollars (\$29,580.00) for the Development Project and the total reimbursement to the Developer is estimated to be Twenty-Nine Thousand Five Hundred Eighty and No/100 Dollars (\$29,580.00). At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project
- 5. APPROVAL OF CONTRACTS AND AGREEMENTS.** The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking

reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

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

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

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

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

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

10. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).
- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, turn

lanes, internal management fees and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

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

12. MISCELLANEOUS.

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

- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

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

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

DEVELOPER

Lockwood Joint Venture, LLC

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

)

COUNTY OF _____)

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

Witness my hand and seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

Witness my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires:_____

Approved as to form by:

Maricruz R. Fincher, Staff Attorney

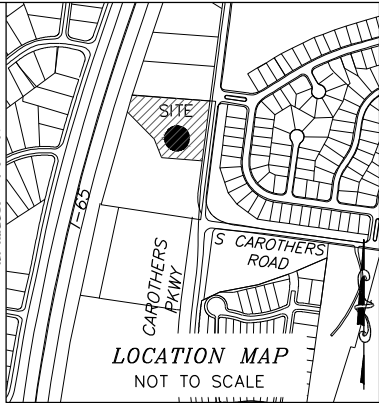


TN STATE PLANE
GRAPHIC SCALE (IN FEET)



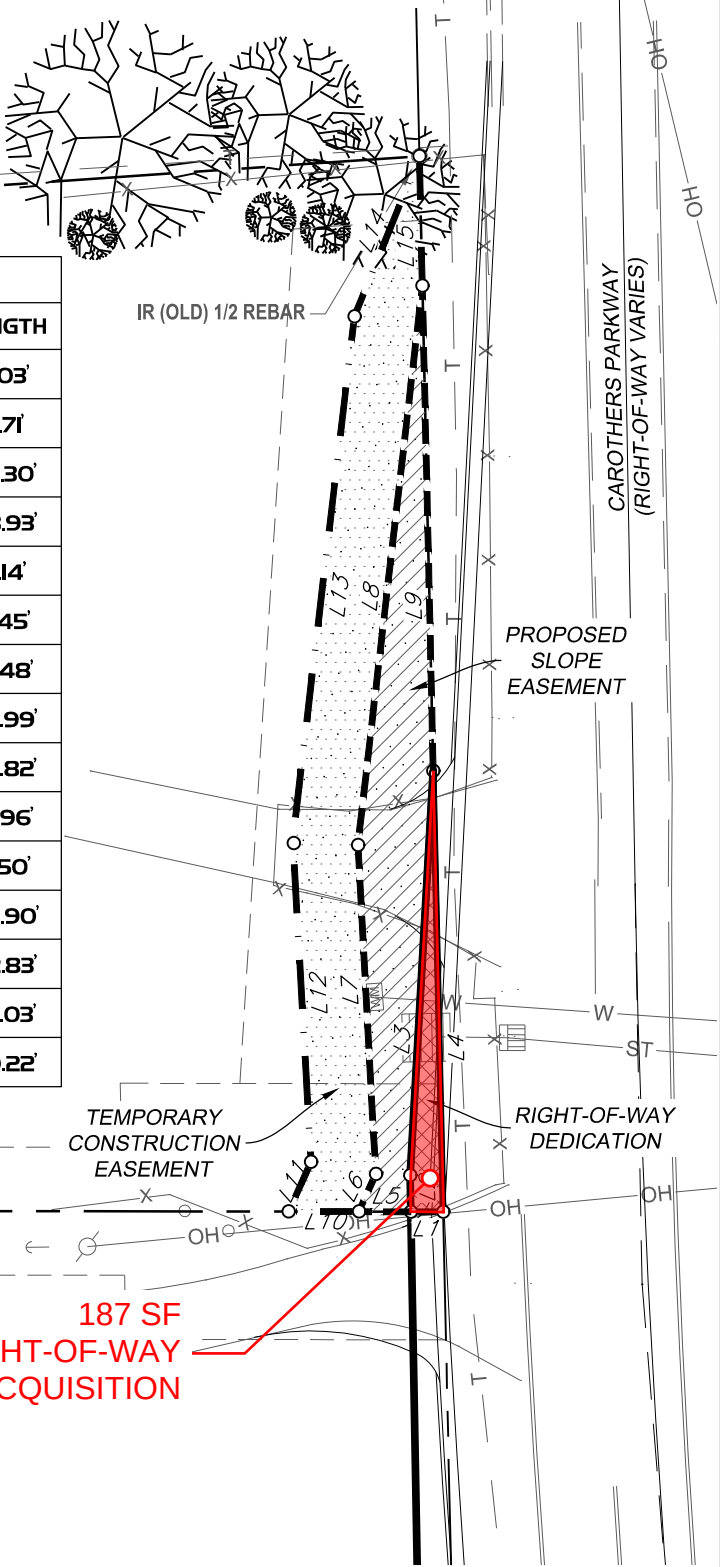
1 inch = 30 ft.

MAP 89, PARCEL 26.04
BOB THIEBOLD
BOOK 5431, PAGE 287
AS DESCRIBED IN:
PLAT BOOK 10, PAGE 169
CALLED 1.95 ACRES
"LOT 2.87"
R.O.W.C.TN.
3485 CAROTHERS PARKWAY



MAP 89, PARCEL 26.05
DENNIS CAROTHERS AND WIFE,
DANIELA CAROTHERS
BOOK 3446, PAGE 596
AS DESCRIBED IN:
PLAT BOOK 19, PAGE 124
CALLED 2.60 ACRES
"LOT 2"
R.O.W.C.TN.
3465 CAROTHERS PARKWAY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N81° 25' 17"W	5.03'
L2	N7° 27' 00"E	5.71'
L3	N11° 43' 52"E	63.30'
L4	S7° 12' 04"W	68.93'
L5	N81° 25' 17"W	8.14'
L6	N32° 44' 08"E	6.45'
L7	N5° 21' 47"E	51.48'
L8	N15° 03' 40"E	87.99'
L9	S7° 12' 04"W	75.82'
L10	N81° 25' 17"W	10.96'
L11	N32° 44' 08"E	8.50'
L12	N5° 21' 47"E	49.90'
L13	N15° 03' 40"E	82.83'
L14	N30° 35' 17"E	27.03'
L15	S7° 12' 04"W	20.22'



MAP 89, PARCEL 26.11
NICKOLAS R. SHELTON
BOOK 4004, PAGE 188
AS DESCRIBED IN:
PLAT BOOK 19, PAGE 124
CALLED 2.13 ACRES
"LOT 3"
R.O.W.C.TN.
3453 CAROTHERS PARKWAY

187 SF
RIGHT-OF-WAY
ACQUISITION

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
RIGHT-OF-WAY DEDICATION	0.004	187
SLOPE EASEMENT	0.023	985
TCE AREA	0.036	1,555

3453 CAROTHERS PARKWAY DENNIS CAROTHERS , ET AL RIGHT-OF-WAY DEDICATION AND PROPOSED EASEMENTS

FRANKLIN, WILLIAMSON COUNTY
TENNESSEE
DATE: SEPTEMBER 13, 2021

○ BEARING BREAK
R.O.W.C.TN. - REGISTER'S OFFICE,
WILLIAMSON COUNTY, TENNESSEE
TCE - TEMPORARY CONSTRUCTION
EASEMENT

LEGEND	
	SUBJECT PARCEL
	ADJACENT PARCEL
	PROPOSED RIGHT-OF-WAY
	SLOPE EASEMENT
	TCE AREA

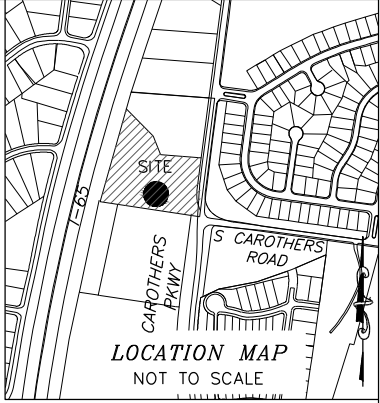


TN STATE PLANE
GRAPHIC SCALE (IN FEET)



1 inch = 30 ft.

MAP 89, PARCEL 26.05
DENNIS CAROTHERS AND WIFE,
DANIELA CAROTHERS
BOOK 3446, PAGE 596
AS DESCRIBED IN:
PLAT BOOK 19, PAGE 124
CALLED 2.60 ACRES
"LOT 2"
R.O.W.C.TN.
3465 CAROTHERS PARKWAY



PT 22+60

MAP 89, PARCEL 26.11
NICKOLAS R. SHELTON
BOOK 4004, PAGE 188
AS DESCRIBED IN:
PLAT BOOK 19, PAGE 124
CALLED 2.13 ACRES
"LOT 3"
R.O.W.C.TN.
3453 CAROTHERS PARKWAY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N81° 26' 41"W	32.36'
L2	N51° 14' 55"E	38.42'
L3	N7° 27' 00"E	141.72'
L4	S81° 25' 17"E	5.03'
L5	S7° 12' 04"W	169.98'
L6	N5° 21' 47"E	97.87'
L7	N21° 23' 29"W	28.34'
L8	N32° 44' 08"E	21.30'
L9	S81° 25' 17"E	8.14'
L10	S51° 14' 55"W	13.89'
L11	N5° 20' 50"E	105.16'
L12	N21° 23' 29"W	31.07'
L13	N32° 44' 08"E	21.92'
L14	N81° 25' 17"W	10.
L15	N81° 25' 18"W	173.
L16	S89° 28' 48"E	20

PROPOSED
SLOPE
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT

1,292 SF
RIGHT-OF-WAY
ACQUISITION

MIDDLE TENNESSEE
ELECTRIC EASEMENT

MAP 89, PARCEL 47.00
LOCKWOOD JOINT VENTURE
BOOK 8527, PAGE 404
R.O.W.C.TN.
4309 S CAROTHERS RD

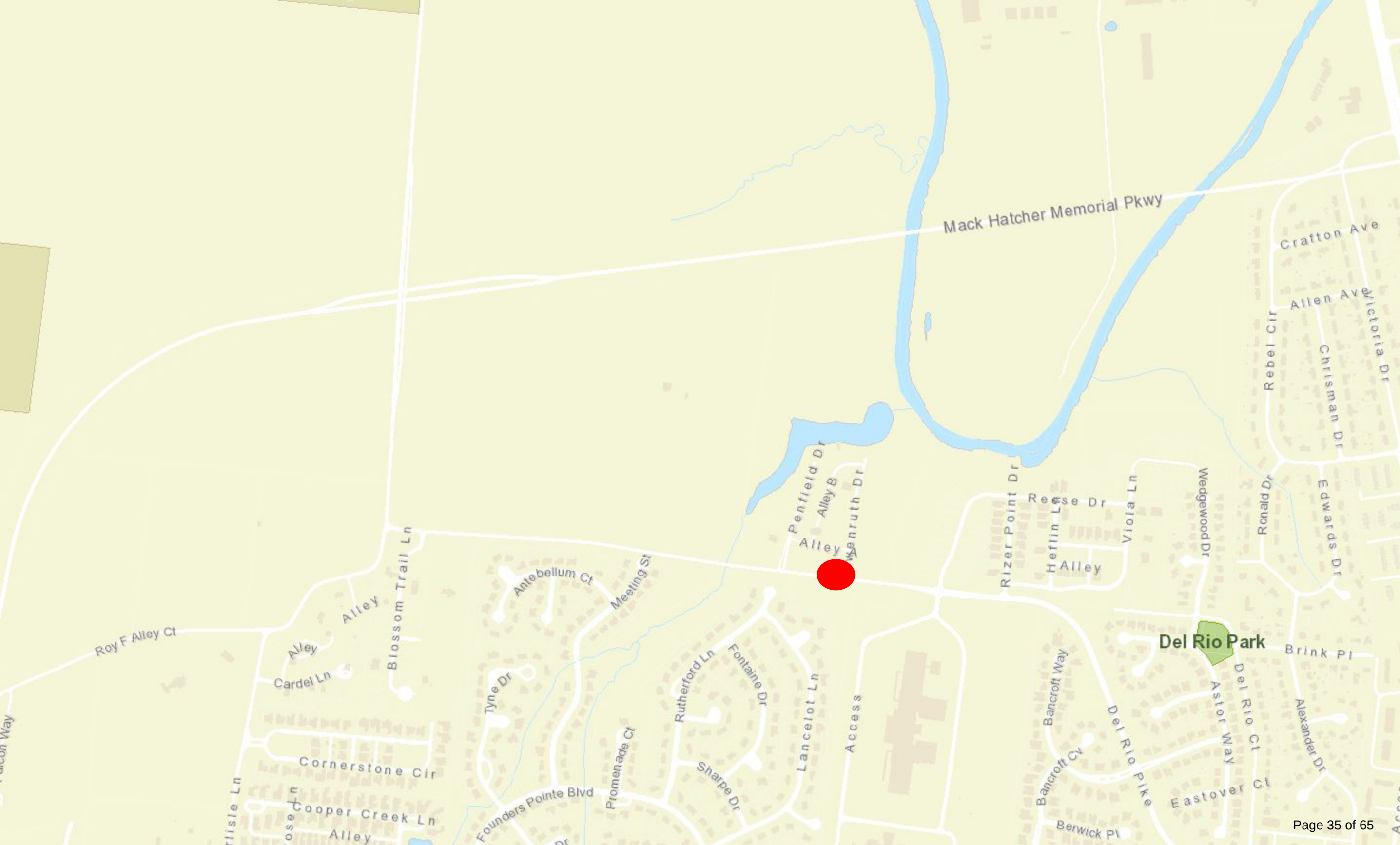
AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
RIGHT-OF-WAY DEDICATION	0.030	1,292
MTEMC EASEMENT	0.056	2,450
SLOPE EASEMENT	0.016	676
TCE AREA	0.035	1,527

3453 CAROTHERS PARKWAY NIKOLAS R. SHELTON RIGHT-OF-WAY DEDICATION AND PROPOSED EASEMENTS

FRANKLIN, WILLIAMSON COUNTY
TENNESSEE
DATE: SEPTEMBER 13, 2021

○ BEARING BREAK
R.O.W.C.TN. - REGISTER'S OFFICE,
WILLIAMSON COUNTY, TENNESSEE
TCE - TEMPORARY CONSTRUCTION
EASEMENT

LEGEND	
— — — — —	SUBJECT PARCEL
— — — — —	ADJACENT PARCEL
— — — — —	PROPOSED RIGHT-OF-WAY
- - - - -	SLOPE EASEMENT
- . . - .	MTEMC EASEMENT
- . . - .	TCE AREA





File #: 21-02694

DATE: November 29, 2021
TO: Capital Investment Committee
FROM: Jimmy Wiseman, Asst. Director of Engineering
SUBJECT:

Consideration Of Amendment 1 To A Road Impact Fee Agreement (COF Contract No. 2019-0031) With Clayton Properties Group, Inc. For A Cost Increase of \$314,319.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to COF Contract No. 2019-0031.

BACKGROUND/STAFF COMMENTS:

The City and the Developer entered into a Road Impact Fee Agreement (COF Contract No. 2019-0031), in which the developer is required to dedicate right-of-way on Del Rio Pike. Del Rio Pike is classified as a collector roadway in Connect Franklin. The City agreed to reimburse the developer \$42,450.00 for the required right-of-way dedication.

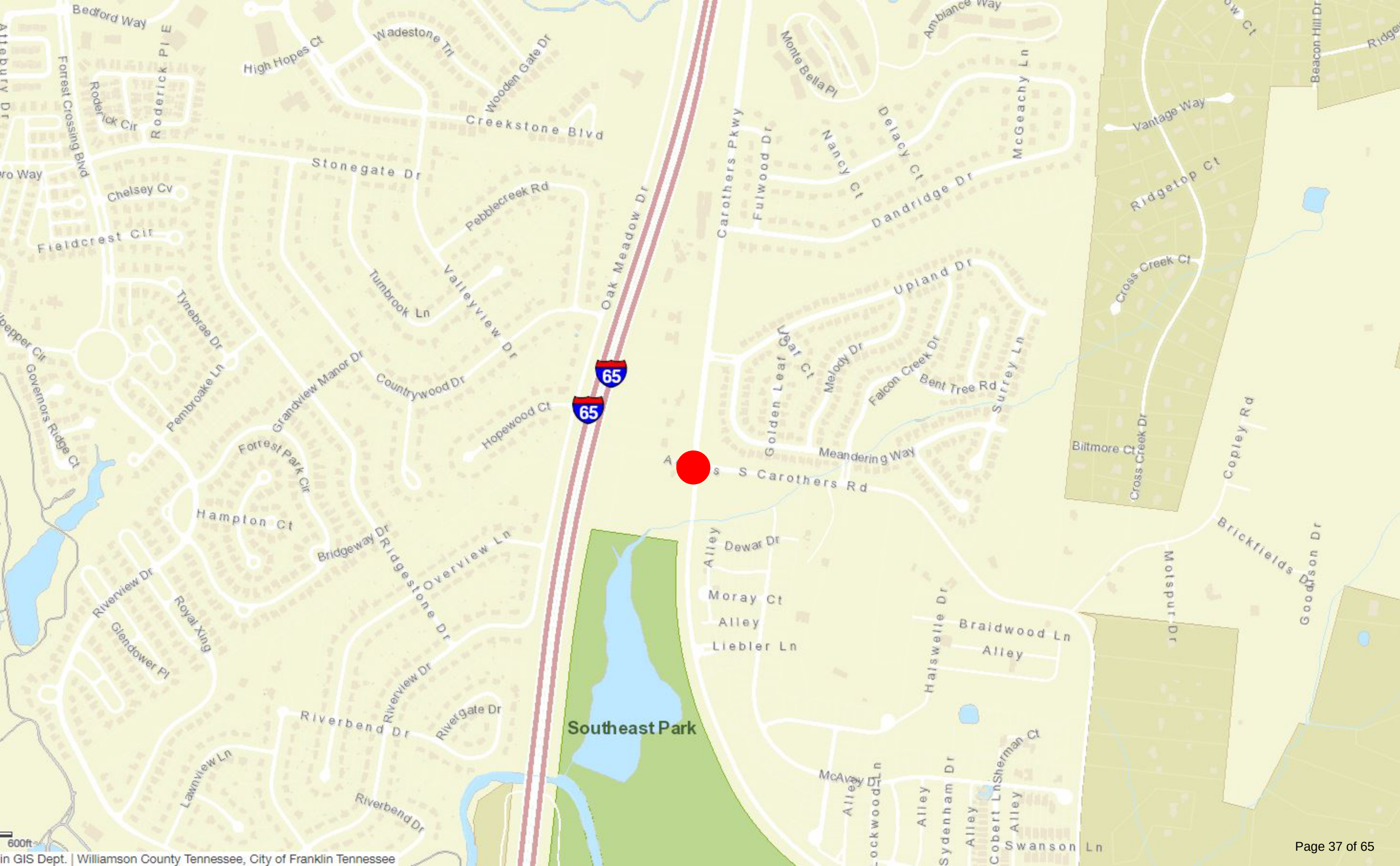
Upon review of the site plan, it was determined that the required improvements to Del Rio Pike would also qualify for reimbursement. The developer is required to widen Del Rio Pike to a 3-lane typical section, along the frontage of their development.

FINANCIAL IMPACT:

The reimbursement amount will be increased from \$42,450 to \$356,769. At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2019-0031.



AMENDMENT NO. 1 TO COF CONTRACT NO. 2019-0031
Road Impact Fee Agreement
Clayton Properties Group, Inc

This Amendment No. 1 to COF Contract No. 2019-0031 (“Amendment”) is entered into by Clayton Properties Group, Inc., a Tennessee Corporation (“Developer”) and the City of Franklin (“City”) to amend the amount of collector road impact fees to be reimbursed to the Developer.

WHEREAS, the City and the Developer entered into COF Contract No. 2019-0031, in which the Developer agreed to dedicate a right-of-way on Del Rio Pike, a collector roadway, as described in Connect Franklin, the City of Franklin’s Major Thoroughfare Plan. The City agreed to reimburse Forty-Two Thousand Four Hundred Fifty and No/100 Dollars (\$42,450.00) for the right-of-way dedication; and

WHEREAS, upon review of the site plan, the City requested additional improvements to Del Rio Pike that would include the full widening of the roadway, (the “Improvements”) as a requirement of the Development Project and as shown on Exhibit A. The Improvements qualify for additional reimbursement; and

WHEREAS, the Developer has requested to revise the reimbursement amount from Forty-Two Thousand Four Hundred Fifty and No/100 Dollars (\$42,450.00) to Three Hundred Fifty-Six Thousand Seven Hundred Sixty-Nine and No/100 Dollars (\$356,769.00). At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project; and

WHEREAS, Exhibit A has been revised and attached with this amendment; and

WHEREAS, the City and Developer desire to enter into an agreement for the additional reimbursement and Improvements.

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. Developer’s Responsibilities and Duties. Developer agrees to perform the additional construction as described in Exhibit A.
3. City’s Responsibilities and Duties. City shall reimburse Developer for the cost of the right-of-way dedication and the Improvements required in an amount not to exceed Three Hundred Fifty-Six Thousand Seven Hundred Sixty-Nine and No/100 Dollars (\$356,769.00).
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.

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

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

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

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document 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 acknowledgement, or other writings unless: (a) such 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 acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

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

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

10. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

All other provisions of the Agreement executed August 28, 2019, are unchanged and remain in full force and effect.

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
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

CLAYTON PROPERTIES GROUP, INC.

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, a Notary Public of the State and County aforesaid, 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 acknowledge 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.

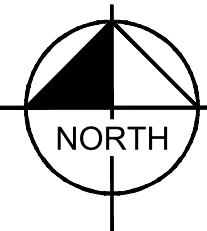
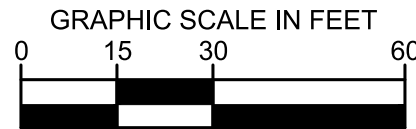
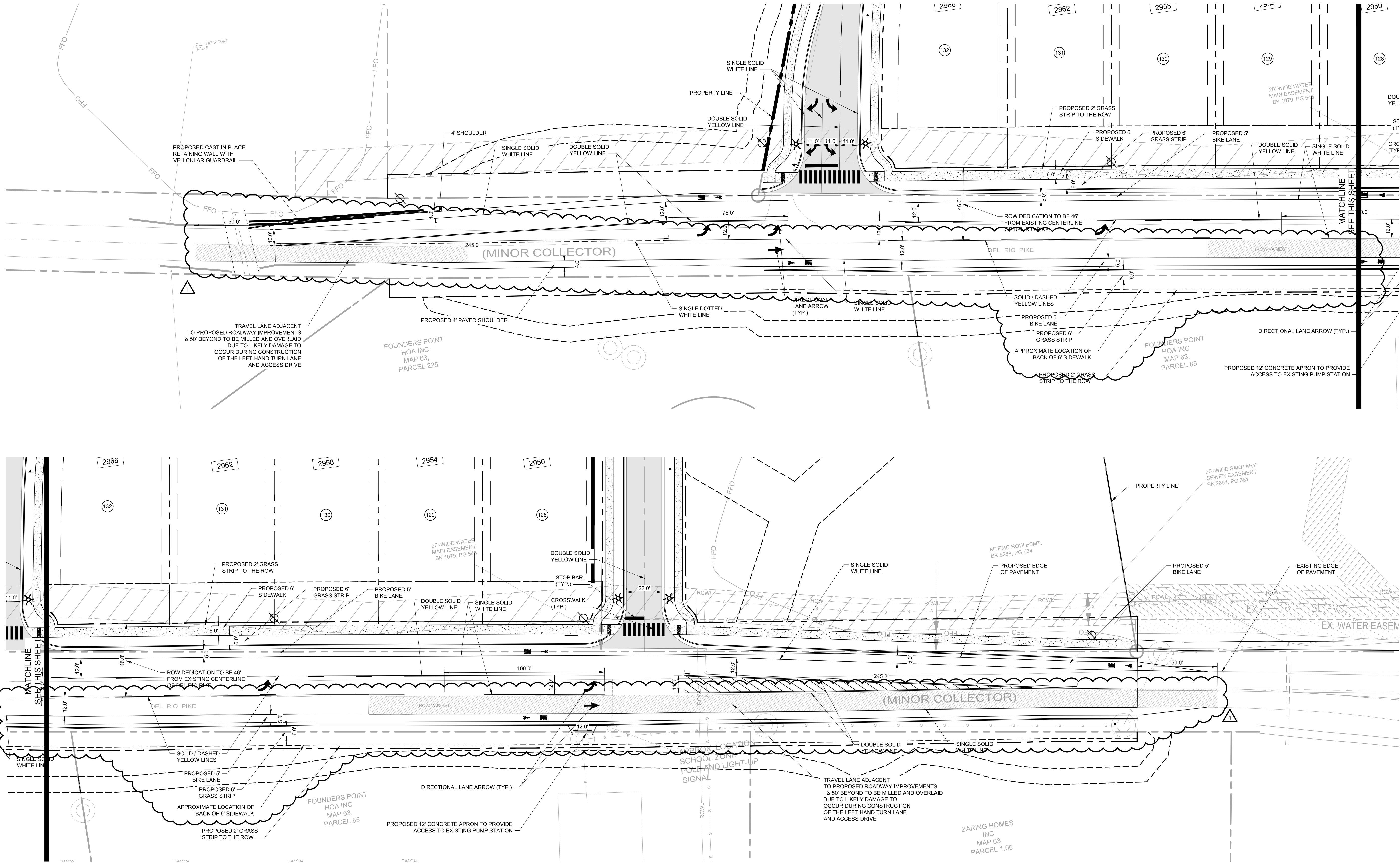
I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

Witness my hand and seal.

_____(seal)
Notary Public

My Commission Expires: _____

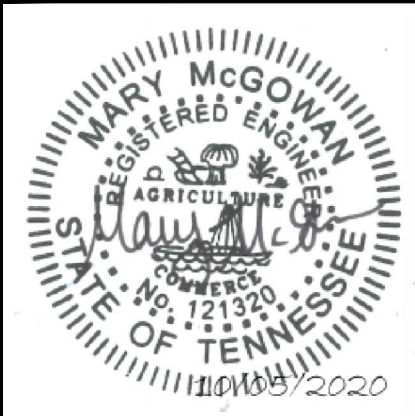
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



Kimley»Horn

214 OceanSide Drive, Nashville, TN 37204
Main: 615.564.2701 | www.kimley-horn.com
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THE FIELDS AT REESE FARM
SECTION 1
GOODALL HOMES
FRANKLIN, TENNESSEE



REVISIONS		DATE	BY
ONE STOP SUBMITTAL		10/5/2020	WGH
No.	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
DESIGNED BY:		CJM	
DRAWN BY:		CJM	
CHECKED BY:		MMC	
DATE:		10/5/2020	
KIMLEY-HORN PROJECT NO., 118213001			

ENLARGED ROADWAY IMPROVEMENTS

SHEET NUMBER
C2.1A



File #: 21-02759

DATE: December 22, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer
Sarah Roop, Right of Way Agent

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0199, A Middle Tennessee Electric Membership Corporation Relocation Agreement For The West Main Street Bridge Widening At An Estimated Cost Of \$40,171.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a relocation agreement (COF Contract No. 2021-0199) with Middle Tennessee Electric Membership Corporation (MTEMC) that is necessary for the West Main Street (SR-246) Bridge Widening Project.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Included in that list of adopted projects was the West Main Bridge Widening Project. In approximately 2015, the Tennessee Department of Transportation (TDOT) replaced the previous bridge as a part of regular maintenance. However, the previous bridge was slightly wider and offered a narrow shoulder for pedestrians to cross the stream. Unfortunately, there are no sidewalk connections to either side of this bridge, so TDOT was unaware of the pedestrian activity. This is why the 2015 replacement bridge structure only accommodates vehicular traffic. The current project will widen the slab bridge over West Main Branch to accommodate the addition of a sidewalk along the north side of West Main Street (SR-246). This project has been designed to be compatible with the future widening of West Main Street, as shown in *Connect Franklin*.

Since the adoption of this project into the CIP in late 2019, staff has worked with a design team to survey the site and to complete the design through right-of-way (ROW) plans. The City has procured the services of a licensed appraiser to determine the value of the ROW and/or easements that will need to be purchased to allow for the construction of the project. The City itself only requires ROW and/or easements on the north side of West Main Street. However, the project will also require some relocation of and modifications to the MTEMC electric facilities within the project limits. The only easements required to the south of West Main Street are for MTEMC. Knowing that the City would

need to enter an agreement with MTEMC for the actual relocation of and modifications to the electric facilities, the City requested that MTEMC acquire its own easement(s) as well. This allows MTEMC to be fully involved in the acquisition of their own easement(s) from the start, which *should* help to avoid unnecessary delays should condemnation become necessary to obtain an electric easement, as the City cannot condemn on behalf of MTEMC.

FINANCIAL IMPACT:

MTEMC is solely responsible for the cost of relocating its facilities that are already located within public rights-of-way. The agreement states that the City and MTEMC will each pay 50% of the total cost for relocation (i.e. "Construction Costs") the electric facilities on private rights-of-way (i.e. easements), with these costs including: labor, materials, engineering, inspection, and betterment. The City will be responsible for 100% of the applicable cost (i.e. "Easement Acquisition Costs") to acquire any necessary private easements for the relocations.

As a part of the agreement, MTEMC has provided an estimated cost for the entire electrical relocation and easement acquisition for this project, including the share to be paid by the City. Ultimately, the estimated cost to the City is \$40,171.09, but the final cost will be the actual cost, which may be higher or lower.

This project has been tentatively scheduled to be paid from the General Fund (110). The final source of funding will be determined by Finance and Administration.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0199 with Middle Tennessee Electric Membership Corporation at an estimated cost of \$40,171.

MTEMC RELOCATION AGREEMENT

FOR For CITY OF FRANKLIN Culvert Extension at West Main Street (SR-246) Bridge Widening

Over West Main Branch Near and Roberts Street

MTEMC Contract No.: 15468946

COF Contract No.: 2021-0199

THIS AGREEMENT is made and entered into on this the 9th day of December, 2020, by and between the City of Franklin, Tennessee ("City") and Middle Tennessee Electric Membership Corporation ("MTEMC").

WITNESSETH:

WHEREAS, the City plans to ~~extend-widena~~ West Main Street (SR-246) and the slab bridge culvert at Main Street and over West Main Branch near Roberts Street in Franklin, Tennessee (the "Project"), ~~as shown on construction plans prepared by Middle Tennessee Electric Membership Corp. (attached hereto as Exhibit A); and; and~~

~~_____~~ **WHEREAS**, the Electric Facilities must be relocated as shown on the electric relocation plan (attached hereto as Exhibit A) that was prepared by MTEMC to accommodate the Project; and

WHEREAS, pursuant to the Project, fifty (50)% percent (%) percent of the Electric Facilities ~~is-are~~ located on public highway right-of-way and 50%fifty (50) percent (%) percent of ~~which-isare~~ located on private utility right-of-way; and-

WHEREAS, the relocation of Electric Facilities will be designed and constructed by MTEMC or MTEMC's contractor; and

WHEREAS, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner to accommodate the Project.

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. MTEMC shall be solely responsible for acquiring all MTEMC easements outside of the available public rights-of-way as may be needed to construct its Electric Facilities (the "Easement Acquisitions"). The City agrees to occasionally assist when requested by MTEMC in the acquisition of such easements by facilitating discussions with certain landowners.

3. The City will reimburse MTEM C for ~~100%~~one hundred (100) percent (%) of the costs of the Easement Acquisitions, which shall include survey, appraisal, and condemnation costs, and any other cost related to the acquisition of necessary easements.
4. The City will reimburse MTEM C for all other costs related to the relocation of its facilities on private right-of-way, in an amount equal to ~~50%~~fifty (50) percent (%) of the total construction costs, including but not limited to labor, materials, engineering, inspection, and betterment ("Construction Costs"). Costs reimbursed by the City pursuant to this Section 4 shall be actual costs expended by MTEM C, regardless of whether such costs are more or less than the estimated cost as shown in Exhibit B – Estimated Total Construction Costs.
5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTEM C's relocation plans and all cost estimates associated therewith, and any related amendments thereto; and b.) all Easement Acquisitions have been completed in MTEM C's sole discretion.
6. MTEM C shall have the responsibility to inspect all items of installation of MTEM C's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans, MTEM C's technical specifications and all applicable specifications and safety codes.
7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTEM C. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTEM C for the actual cost(s), incurred through the date of termination, of the Easement Acquisitions and Construction Costs, whether incurred for public or private right-of-way, but only if MTEM C provides reasonable documentation for all such cost(s).
8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.
9. MTEM C shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.
10. MTEM C may submit periodic invoices to the City during the course of the relocation, which invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the relocation of Electric Facilities, MTEM C and the City shall settle on a final billing. MTEM C will provide reasonable documentation for all such costs.
11. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto

12. MTEMC agrees to timely review the plans as provided by the City. MTEMC approvals of such plans will not be unreasonably withheld.
13. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford-Williamson County, Tennessee.
14. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
15. The City and MTEMC agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF FRANKLIN, TENNESSEE:

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION:**

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

CITY OF FRANKLIN, TENNESSEE

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION**

By: _____ By: _____

Print: _____ Print: _____

Mayor _____ Title: _____

Date: _____ Date: _____

Attest:

By: _____

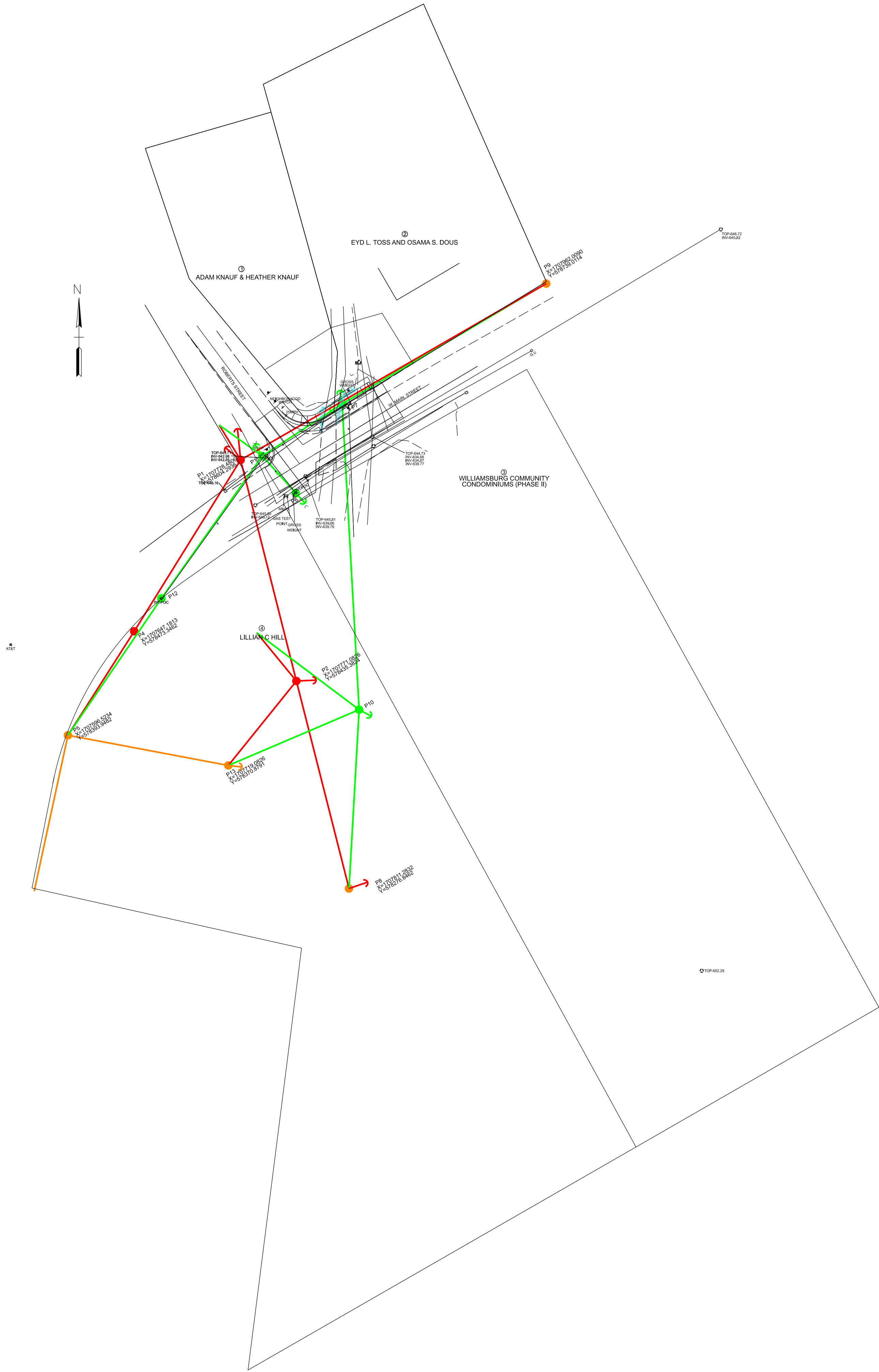
Print: _____

Title: _____

Date: _____

\$\$\$\$SYTIME\$\$\$\$
\$\$\$\$DGN\$SPEC\$\$\$\$

Exhibit A



TYPE	YEAR	PROJECT NO.	SHEET NO.
MTEMC	2020		

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

COORDINATES ARE NAD/83(1995),
AND TIED TO THE TGRN. ALL
ELEVATIONS ARE REFERENCED
TO THE NAVD 1988. THERE IS
NO DATUM ADJUSTMENT
FACTOR.

SEALED BY

CITY OF FRANKLIN
ENGINEERING DEPARTMENT

Electric
Relocation

Exhibit B-Estimate Bill

Date: 12/6/2021
Project Culvert Extension

Relocation of lines to clear construction: Culvert Extension at Main Street and Roberts

W.O. 15468946

Number of Poles on Private Right of Way	2
Number of Poles on Public Right of Way	<u>2</u>
Total	<u>4</u>

(A)	1. Engineering	\$ 10,000.00
	2. Engineering Overhead	6,715.00
	3. Engineering Taxes and Social Security	910.00
	4. Crew Labor	20,452.65
	5. Transportation	235.00
	6. Right of Way (Tree Trimming)	7,000.00
	Total A	\$ 45,312.65

MATERIAL & SUPPLIES

(B)	1. Material Used	\$ 5,029.53
	Total B	\$ 5,029.53

Total - Engineering and Construction Cost	\$ 50,342.18
---	---------------------

50.0%	Estimated Cost Due to Middle Tennessee Electric	\$ 25,171.09
	Estimated Easement Cost Due to Middle Tennessee Electric	15,000.00
	Total Estimated Cost Due to Middle Tennessee Electric	<u>40,171.09</u>



File #: 21-02788

DATE: January 20, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT Amendment 1 to COF Contract No. 2019-0317, A Professional Services Agreement with Alfred Benesch & Company For The Final Design Of The Multi-Use Trail & Bridge At The Park At Harlinsdale Farm For A Lump Sum Cost Increase Of \$59,770.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Professional Services Agreement (PSA) with Alfred Benesch & Company (Benesch) for the final design of the multi-use trail and bridge at The Park at Harlinsdale Farm.

BACKGROUND/STAFF COMMENTS:

In 2018, the City of Franklin was selected to receive \$2,000,000 in federal funds through the 2017 Transportation Alternatives Program (TAP) grant cycle to help fund the construction of a multi-use trail and pedestrian bridge at The Park at Harlinsdale Farm. Following a formal qualifications based selection process, the BOMA, on November 26, 2019, approved a PSA (COF Contract No. 2019-0317) with Benesch to provide the final design of this project. The scope of services for the original PSA generally included: (1) survey, (2) hydraulic modeling & analysis, (3) completion of the required environmental clearance phase, (4) full design of the multi-use trail & bridge, (*as envisioned for the grant submittal*) and (5) the production & submittal of all required permits.

During the development of the plans, the project team identified three (3) design items, including: (a) lighting for the bridge, (b) a high-flow bypass for proper drainage, and (c) the addition of a trail connection to Claude Yates Drive, that were not included in the original scope of services but are necessary to ensure a successful final project. Amendment 1 would allow for the addition of these necessary design components to the project.

FINANCIAL IMPACT:

The cost of the original PSA (COF Contract No. 2019-0317) is \$398,268.00. The total lump sum cost for the items in Amendment 1 is \$59,770.00. With the approval of Amendment 1, the total contract ceiling of COF Contract No. 2019-0317 will become \$458,038.00.

Funding for the design phase of this project is entirely the responsibility of the City and has thusfar been programmed to be paid from the Hotel/Motel Fax Fund. Unless otherwise directed, staff anticipates the continued use of the same funding source for the additional expenses generated by Amendment 1. Therefore, the General Ledger (GL) code to be used for project expenses associated with this project would continue to be 150-89310-44700.

It is important to note that \$2,000,000 in federal TAP funds is available for eligible construction phase costs. Eligible costs will include: physical construction, inspection services, and materials testing. However, to achieve the full \$2,000,000 in reimbursement, the City will need to spend \$500,000 on eligible construction phase costs, as the TAP program requires a 20% local funds match.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2019-0317 with Alfred Benesch & Company for a lump sum cost increase of \$59,770 be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FINAL DESIGN OF THE MULTI-USE TRAIL & BRIDGE
AT THE PARK AT HARLINSDALE FARM
COF Contract No. 2019-0317**

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

WITNESSETH:

WHEREAS, on November 26, 2019, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Final Design of the Multi-Use Trail & Bridge at The Park at Harlinsdale Farm**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Fee Not-to-Exceed **THREE HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$398,268.00)** to provide survey, engineering, and related technical services, as detailed in the Scope of Services; and

WHEREAS, the project team has identified three (3) design items, including: lighting for the bridge, a high-flow bypass for proper drainage, and the addition of a trail connection to Claude Yates Drive, that were not included in the original scope of services but are necessary to ensure a successful final project; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated November 16, 2021, to provide the additional services requested by the City at a Lump Sum Cost Increase of **FIFTY-NINE SEVEN HUNDRED SEVENTY AND NO/100 DOLLARS (\$59,770.00)**; 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 November 16, 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 Lump Sum amount of **FIFTY-NINE SEVEN HUNDRED SEVENTY AND NO/100 DOLLARS (\$59,770.00)**.

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 November 26, 2019, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

ALFRED BENESCH & COMPANY

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



Alfred Benesch & Company
574 Franklin Road, Suite 300
Franklin, TN 37069
www.benesch.com
P 615-370-6079
F 615-627-4066

November 16, 2021

Mr. Paul Holzen, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Supplemental Scope and Man-day Estimate to Provide Engineering Services
The Park at Harlinsdale Farm Multi-Use Path
Franklin, TN

Dear Mr. Holzen:

As requested, we have completed a scope and estimate to identify items that were added to the project outside the original scope of services. We appreciate the opportunity to submit this information for your review. The additional scope of work items are detailed as follows:

1. Lighting Design for Bridge
 - a. Architectural lighting schematic design and review of alternatives for Parks Department
 - b. Development of Lighting Plans and Calculations
 - c. Development of Quantities, Details, and Final Specifications.
2. High-Flow Bypass Design
 - a. Additional design services for high-flow bypass channel
 - b. Additional design services for high-flow bypass conveyance structure
 - i. Detail modifications for standard TDOT slab bridge
3. Additional Plan Sets for connection to Claude Yates and Ruby F. Lynch Riverwalk Trail
 - a. Separate quantity estimate
 - b. Separate plan set compilation

Based on the above scope of additional services the total supplement amount is as follows:

Item 1	Lump Sum	\$ 30,350.00
Item 2	Lump Sum	\$ 11,500.00
Item 3	Lump Sum	\$ 17,920.00
Total		\$ 59,770.00

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sammie McCoy".

Sammie McCoy, PE
Vice President



File #: 21-02739

DATE: January 7, 2022

TO: Capital Investment Committee

FROM:

SUBJECT:

Consideration Of Resolution 2021-117, A Resolution Declaring An Existing Section Of Right-Of-Way Known As Edward Curd Lane Generally Located West of Carothers Parkway And North Of Liberty Pike As Surplus Property And Authorizing Its Disposal By The City Administrator.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2021-177.

BACKGROUND/STAFF COMMENTS:

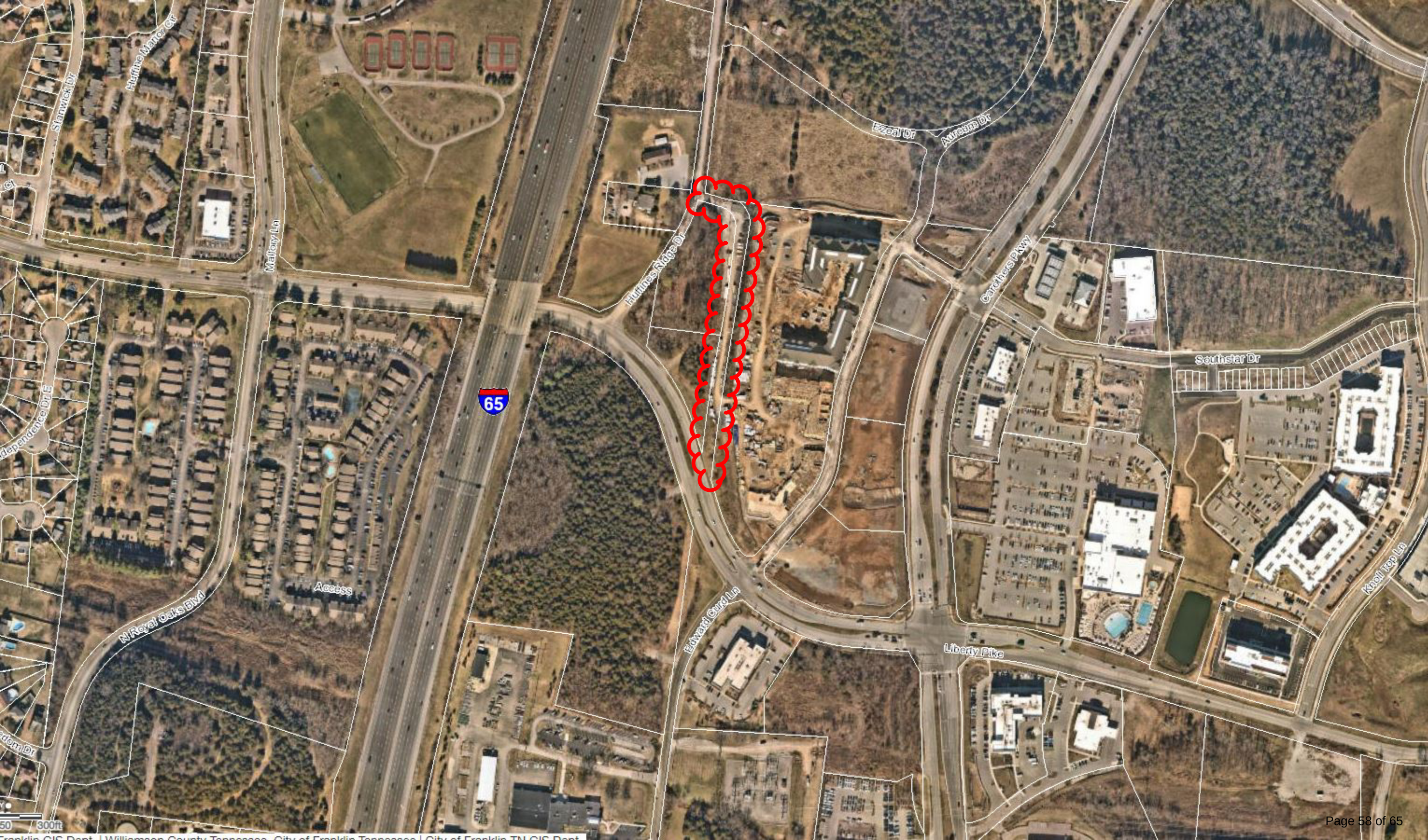
A section of Edward Curd Lane was realigned when Liberty Pike was extended east under I-65. The portion of roadway north of Liberty Pike was removed, but the right-of-way was never formally abandoned. The majority of the right-of-way is encumbered by an exclusive Milcrofton Utility District easement and is no longer valuable to the City of Franklin.

FINANCIAL IMPACT:

There is no financial impact on the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-177.



RESOLUTION 2021-177

A RESOLUTION DECLARING AN EXISTING SECTION OF RIGHT-OF-WAY-KNOWN AS EDWARD CURD LANE GENERALLY LOCATED WEST OF CAROTHERS PARKWAY AND NORTH OF LIBERTY PIKE AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL BY THE MAYOR AND CITY ADMINISTRATOR

WHEREAS, the Board of Mayor and Aldermen (BOMA), by approving this resolution, are determining that the existing section of the Edward Curd Lane right-of-way generally located west of Carothers Parkway and north of Liberty Pike as shown on Exhibit A is of no further feasible use to the City as public right-of-way; and

WHEREAS, the City desires to declare this existing section of the Simmons Ridge Drive right-of-way as surplus in order to dedicate it to the owners of the adjacent properties, those properties being designated as Map # 079 04202 00009079 (Owned by JB Downey Jr Et Al.), 079 03800 00009079 (Owned by Michael David Cox and Lisa Renee Cox, Trustees, Cox Family Revocable Trust), 079 04003 00009079 (Owned by Carothers Parkway LLC), and 062 02000 00009062 (Legacy Cool Springs LLC); and

WHEREAS, Staff has determined the value of the right-of-way to be less than \$75,000; and

WHEREAS, Franklin Municipal Code Sec. 5-802(4) allows for the Board of Mayor and Aldermen to sell or dispose of real property, or any interests or rights therein, by waiving the requirements of public advertisement and bid procedure, and proceeding by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$75,000.

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

Section I. The right-of-way as shown in attached Exhibit A is hereby declared surplus property. A portion of the right-of-way is encumbered by an exclusive Milcrofton Utility District easement and a Atmos Energy easement. Those shall remain in place after the property is deeded over to the adjacent landowners.

Section II. The Mayor and City Administrator are hereby authorized to enter into a negotiated contract to dispose of the right-of-way shown on Exhibit A by returning it to its previous owner in exchange for any funds provided to the owner by the City as part of acquiring such right-of-way.

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

ATTEST:

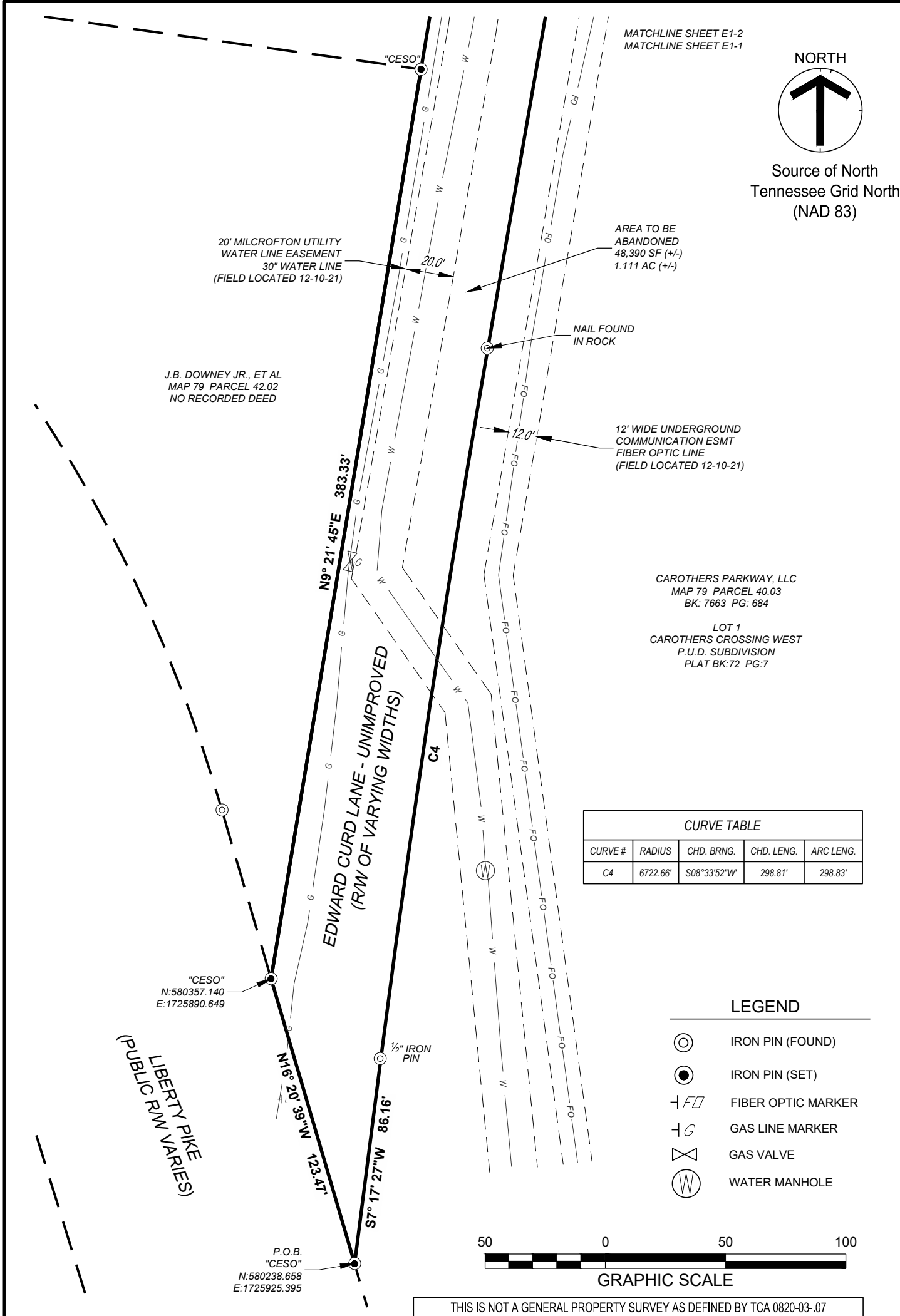
CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

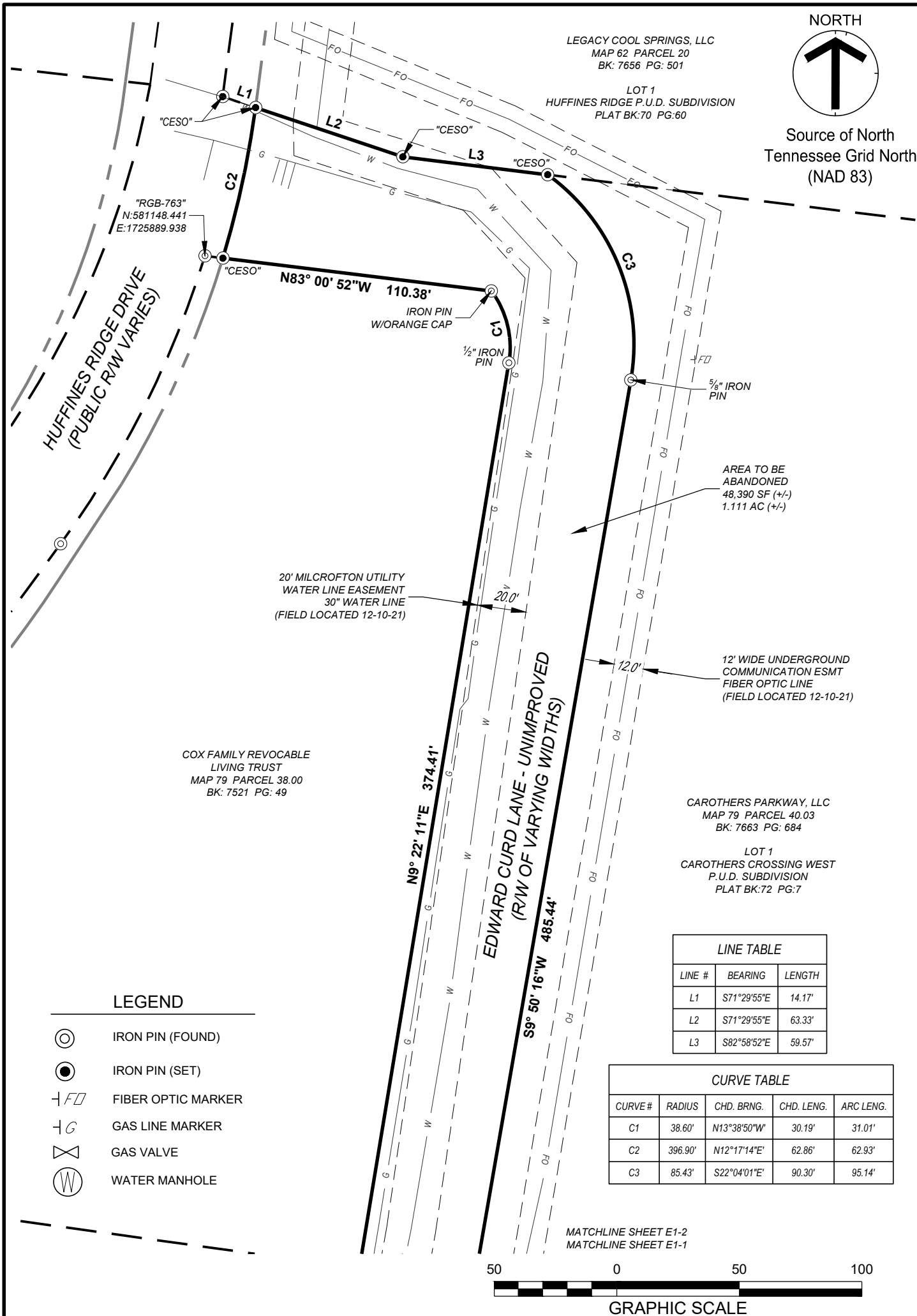
By: _____
William E. Squires
Assistant City Attorney



Surveyor of Record

William J. Huffman, VA RLS 2510
Sr. Survey Manager, CESO, INC.
216 Centerview Drive, Suite 150
Brentwood, Tennessee, 37027
Office: 615-238-0690
Mobile: 423-676-3977
Email: huffman@cesoinc.com





LEGEND

- IRON PIN (FOUND)
- IRON PIN (SET)
- FIBER OPTIC MARKER
- GAS LINE MARKER
- GAS VALVE
- WATER MANHOLE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S71°29'55"E	14.17'
L2	S71°29'55"E	63.33'
L3	S82°58'52"E	59.57'

CURVE TABLE				
CURVE #	RADIUS	CHD. BRNG.	CHD. LENG.	ARC LENG.
C1	38.60'	N13°38'50"W	30.19'	31.01'
C2	396.90'	N12°17'14"E	62.86'	62.93'
C3	85.43'	S22°04'01"E	90.30'	95.14'

THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED BY TCA 0820-03-.07

EDWARD CURD LANE ABANDONMENT EXHIBT

COX PROPERTY TAX MAP 79 PARCEL 38.00
DOWNEY PROPERTY TAX MAP 79 PARCEL 42.02
CAROTHER'S PARKWAY, LP PROPERTY TAX MAP 79 PARCEL 40.03
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 9TH CIVIL DISTRICT

SCALE: 1" = 50'

DATE: DECEMBER 13, 2021

DESIGN:

N/A

DRAWN:

PMK

CHECKED:

WJH

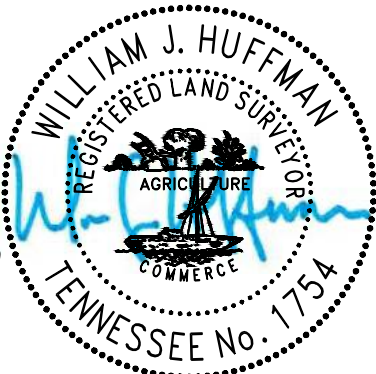
CESO
WWW.CESOINC.COM

JOB NO.:
755638-01

SHEET NO.:
E1-2

Surveyor of Record

William J. Huffman, VA RLS 2510
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File #: 21-02789

DATE: January 20, 2022
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For January 2022.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

1. Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
2. Hover your mouse over "Our City" or "Business",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Projects Dashboard

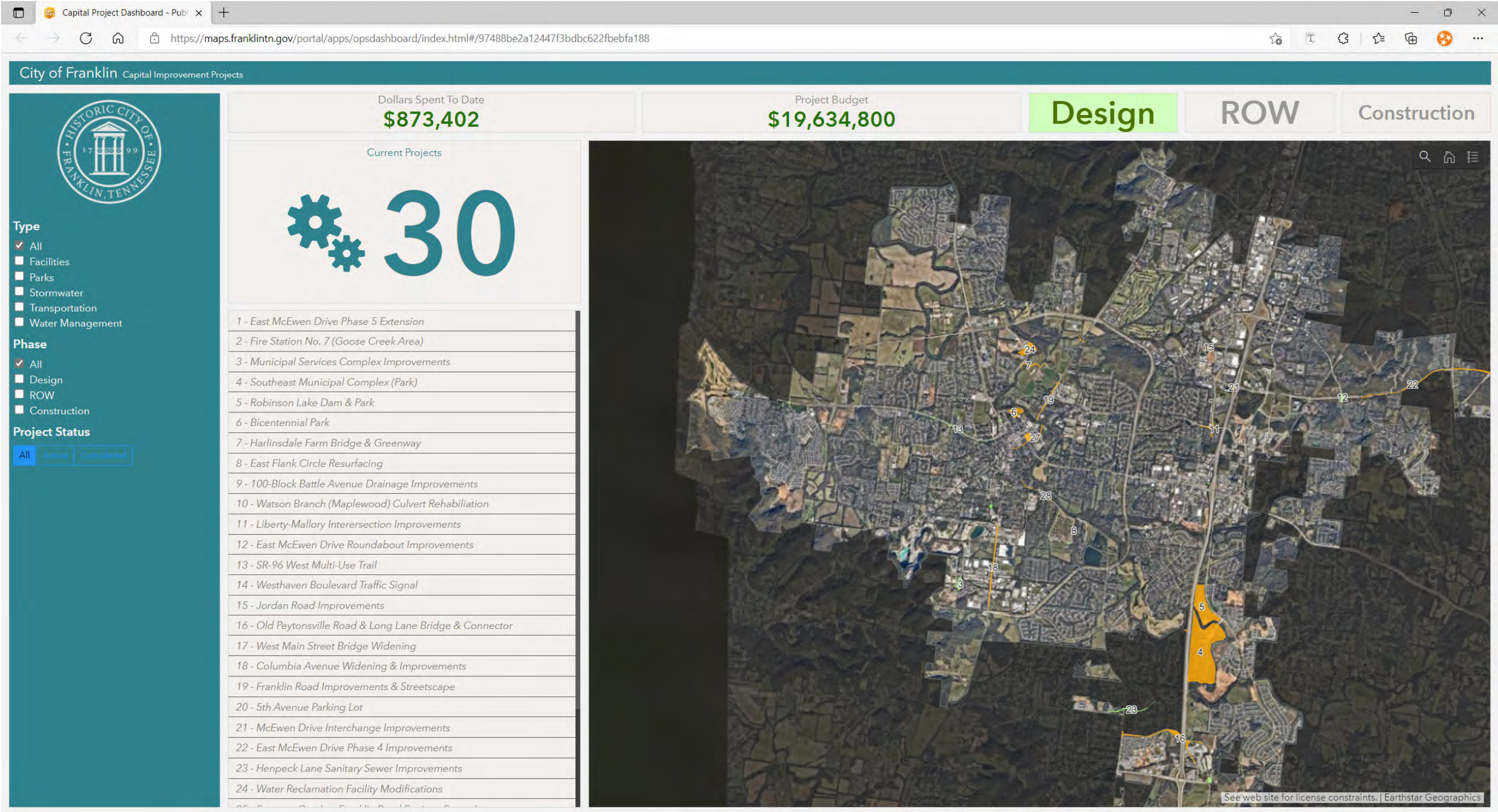


Image Captured from City of Franklin Website on 1/20/2022

Go to www.franklintn.gov >> Hover over “Our City” >> Click on “City Projects” >> Click on “Capital Projects Dashboard”

OR

Go to www.franklintn.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “Capital Projects Dashboard”