



Meeting Agenda

Work Session

Tuesday, September 26, 2023

4:30 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Sustainability Commission Report

Sponsors: Andrew Orr

2. Discussion Regarding Special Assessment Districts

Sponsors: Mark Hilty, Shauna Billingsley

3. *Consideration Of The Ethics Commission Findings And Recommendation Regarding Alderman Gabrielle Hanson

WS 8/8/23

BOMA 8/22/23, 4-2-2 to defer to 9/26/23 Work Session and Board of Mayor and Aldermen Meeting

Sponsors: Ethics Commission Counsel

4. *Consideration Of Procurement Award To Carbon Activated Corporation Of Blasdel, New York In The Total Lump-Sum Amount Of \$149,500.00 For Granular Activated Carbon (GAC) Exchange For The Water Treatment Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2024-003; Contract No. 2023-0294)

Sponsors: Michelle Hatcher

5. *Consideration Of Resolution No. 2023-66, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Firefighter Annual Physical Medical Exam Services For Uniformed Personnel Of The Franklin Fire Department For A Term Of Award (Purchasing Office Procurement Solicitation No. 2024-005)

Sponsors: Glenn Johnson

6. *Consideration Of COF Contract No. 2023-0210, With CDM Smith For Mayes Creek Basin Planning

Sponsors: Michelle Hatcher

7. Consideration Of COF Contract No. 2023-0281, With Michael McLaughlin For The Design Contract For The Harlinsdale Pedestrian Bridge Artist

Sponsors: Lisa Clayton, Heather Eusebio, Monique McCullough

8. Consideration Of Ordinance 2023-32, An Ordinance To Amend Appendix A, Comprehensive Fees And Penalties, Chapter 20 - Miscellaneous Of The Franklin Municipal Code To Include A Fee Structure For The Purchase Of Compost From The City

Sponsors: Mark Hilty, Aahil Rajpari

9. Consideration Of Resolution 2023-60, A Resolution Adopting An Amended Customer Service Policy For The City Of Franklin
Finance 9/14/23, 3-0

Sponsors: Kristine Brock, Jessica Davey

10. Consideration Of COF Contract No. 2023-0116, With DLO Title, LLC, For Title Searches And Reports Used For City Of Franklin's Acquisition Of Real Estate By Voluntary Purchase And Eminent Domain

Sponsors: Bill Squires

11. Discussion Regarding Capital Investment Plan Update

Sponsors: Paul Holzen

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 #: 21-05131

DATE: August 18, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Sustainability Commission Report

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

This is an annual presentation to apprise the Board of Mayor and Aldermen of the ongoing activities and work of the Sustainability Commission.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation.

City of Franklin Annual Report to the Board of Mayor and Aldermen

Sustainability Commission

September 26, 2023

Mike Cassity, Chair

Christina Christensen, Vice Chair

Al Pramuk

Anna Timme

Brian Stone

Eric McElroy (Franklin Tomorrow)

John Brevard

Keith Gordon

Alderman Burger

CURRENT MEMBERS

MEETINGS

2nd Friday @ 8:00 AM

Typically, 8-9 meetings/year

CURRENT

- Conduct Annual Litter Survey
- Investigate Glass Recycling
- Energy Efficiency and Conservation Block Grant (EECBG) Allocation of \$145,990
- Evaluation of 200 kW Solar Array
- Exploration of Native Grasses and Flowers and potential locations in Franklin for Planting
 - Pilot Project at Harlinsdale

OUTLOOK

- Continue litter reduction efforts
- Investigate Potential for Glass Recycling
- Finalize EECBG Project
- Work Towards Goals Established in Policy Guides
- Evaluate Energy Monitoring options
- Stay involved in Energy discussions for new City Hall

- Energy Policy Guide (Completed and Endorsed in 2021)
- Waste Reduction Policy Guide (Completed and Endorsed in 2022)
- Transportation Policy Guide (Completed and Endorsed in 2022)

Policy Guides



Questions?



File #: 21-05169

DATE: September 13, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Shauna Billingsley, City Attorney

SUBJECT:

Discussion Regarding Special Assessment Districts

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

On December 14, 2021, BOMA approved Resolution 2021-160, accepting the private streets in Trent Park, Fieldstone Farms as public roadways. Prior to acceptance of the roadways, the neighborhood was required to bring the roads to City standards, subject to inspection and approval by the Streets Department. Since that time, there have been two additional requests for the City to take over maintenance of private roads in Fieldstone Farms within the Maytime and Heathstone Circle sub-associations. In contrast to the Trent Park process, the Maytime and Heathstone Circle sub-associations have requested consideration of the use of special assessment districts to fund the work performed by the City and for the roadways to be ultimately accepted by the City. In addition to the roadway work, there has also been discussion of using a special assessment for sanitary sewer work on Hamlet Drive for six property owners within the Westfield Subdivision.

At a high level, special assessments are fees collected by the City for improvements or services the City provides that benefit specific property owners, such as street improvements or installation of utilities. Special assessment districts are specific geographic areas in which the market value of real estate is enhanced due to the influence of a public improvement and in which a special assessment is apportioned to recover the costs of the improvement.

Since the possible use of special assessment districts has been requested, staff is sharing the attached presentation to inform the BOMA about the use of special assessment districts and the City's experience with the use of them for constructing sanitary sewer infrastructure in the Boyd Mill Avenue Area, Country Road Estates, the Highgate Subdivision, the Monticello Subdivision and Hooper Lane.

There are several reasons why staff would advise against the use of special assessment districts. In order to provide for a special assessment district, the projects would have to be bid, which would require design and development of bid specifications. In addition, there would be a significant amount of staff time used to develop the special assessment district. Staff time, design and bid documents, and construction would all be recommended for inclusion in the costs to be recovered by the City, significantly increasing the overall cost of each project.

Beginning in 2008, the City provided construction of sewer improvements to 5 subdivisions and created 5 separate special assessments. Each special assessment offered a 10 or 20-year payment plan. The City filed notices of lien based in part on new owners not being told about the special assessment at the sale. In 2012, a Monticello resident sued the City ultimately converting the lawsuit to a class action. The court ruled that the City could only collect what was due and payable each year and discussion was had about why the City provided such long payment periods. The matter went up on appeal but was ultimately settled. Should the City decide to pursue special assessments in the future, it is recommended that the City consider providing a payback term of one year past the time when taxes are due after the special assessment is created, which is following the completion of the construction project.

FINANCIAL IMPACT:

There are no financial impacts with respect to this item at this time. There would likely be additional administrative, design, and bidding costs associated with special assessment projects that will need to be implemented as public/City projects.

RECOMMENDATION:

This item is intended to be informational and Board feedback is welcome.

Special Assessment Districts

Board of Mayor and Aldermen Work Session
September 12, 2023

What are special assessments?

- Fees collected by the City for improvements or services the City provides that benefit property, including (but not limited to) street improvements and installation of utilities

What are Special Assessment Districts?

- Specific geographic areas in which the market value of real estate is enhanced due to the influence of a public improvement and in which a special assessment is apportioned to recover the costs of the improvement
- Codified in Municipal Code, Title 24 – Special Assessment Districts

What are the types of Special Assessment Districts?

- The Tennessee Legislature has provided for three types of assessment districts for financing public improvements:
 1. Central Business Improvement Districts
 2. Special Assessment Districts
 3. Special Assessment with Improvement Bonds (All Improvements)

Type Two: Special Assessment Districts

- Any city (pursuant to TCA §§ 7-32-101, et seq.) may create a special assessment district for constructing or improving streets, alleys, or other public places (parking facilities, parks, greenways) and utilities including electrical
- Assessments are calculated according to the frontage of the abutting lot or parcel to the street, alley or other public place
- “No less than” two-thirds of the project is paid for by the property owners based on frontage, and the remainder is paid for by the city
- Created by ordinance
- Upon confirmation of the ordinance (public notice of adoption by publication for 2 consecutive weeks in newspaper) construction bid advertisement may begin

Type Two, continued

- No property owner has to pay an assessment of more than 50% of the market value of his or her lot and its improvements
- If the owners of at least 75% of the “frontfootage” of the benefiting properties wish to contribute more toward the cost, they may do so – but their assessment can still not exceed one-half of the property’s assessed value

Type Two, continued

- The statute also allows municipalities to make special assessments for flood control and water management against property owners in a benefited flood plain
- The municipality must assess at least two-thirds of the cost not paid by federal funds to the property owners
- The assessment becomes a lien against the property

Type Three: Special Assessment with Improvement Bonds (All Improvements)

- T.C.A. §§ 7-33-301, et seq., provide that the City may set up special assessment districts for all manner of public improvements
- This includes storm drains, sanitary sewers, the undergrounding of utilities (electrical and communication cables), street reconstruction or widening and streetscape improvements
- Created by resolution

Type Three: Continued

This type allows for an assessment to adjacent property owners:

- “not to exceed 75% of total costs,” or
- up to 100% if the municipality pledges its full faith and credit behind any bonds that are issued

Type Three: Continued

- Costs assessed to the property owners could include labor, materials, equipment, and any other necessary expenses connected with an improvement, including surveys, inspections, and other professional expenses including (but not limited to) engineers' and attorneys' fees
- Becomes a lien against the property

Type Three: Limitations

- “Improvement” does not include an improvement of a street more than 36 feet in width
- Here’s the big one: it cannot be levied against “undeveloped or largely undeveloped areas but shall be limited to areas where a majority of the lots or parcels of land contain buildings or other structures”

Type Three: Limitations

- TCA §7-33-310(a): “Assessments shall be assessed annually against the benefited property on the proportion that the assessed value of each lot or parcel bears to the whole assessed value of the benefited properties”
- The governing body may pass a resolution whereby the owners of later benefited properties will assume a fair proportionate share of the improvement assessments, or otherwise be placed as nearly as practicable on a basis of financial equity with the owners of properties initially subject to the improvement assessments

What does this mean for the City of Franklin?

- The statute for this type assessment district gives a lot of flexibility, but only to areas that are already developed
- This type assessment district could be used for utility improvements

Prior Special Assessments

- Beginning in 2008, the City provided construction of sewer improvements to 5 subdivisions within the City.
- In 2012, a resident of Monticello filed a lawsuit against the City that ultimately was converted to a class action lawsuit including all 5 subdivisions.
- The City provided long-term payment plans (10-yr and 20-yr) and filed notices of lien due to new owners not being aware of the special assessment
- The Court decided that the City could only collect what is due and payable each year and not the full amount due when customers are delinquent.
- The matter went up on appeal but was subsequently settled by the City and the 8 customers who submitted a claim. During the course of the lawsuit there was discussion about why the City chose to allow for such long payment plans.

Repayment of Special Assessments

T.C.A § 7-33-313

Annual improvement assessments for each improvement shall be made by the governing body **when the levy of municipal property taxes is made**; and such improvement assessments shall be **due at the same time, or times, the municipal property taxes are due**, and shall be subject to the same penalties and accrual of interest in the event of nonpayment as in the case of municipal property taxes. The governing body may permit owners of benefited property to **pay improvement assessments in equal monthly installments**, the first installment to be due and payable when the improvement assessment is due; in this event any monthly payment shall be delinquent thirty (30) days after it is due and payable, and the whole balance of the annual improvement assessment shall then become delinquent and be subject to all penalties and interest as provided in this part.

Should the Board wish to offer a special assessment in the future, the Board should consider the amount due at the first time property taxes are due after the assessment is created and then possibly provide an additional year of payment. The City should not provide long-term payment plans.



File #: 21-05130

DATE: August 18, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of Procurement Award To Carbon Activated Corporation Of Blasdell, New York In The Total Lump-Sum Amount Of \$149,500.00 For Granular Activated Carbon (GAC) Exchange For The Water Treatment Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2024-003; Contract No. 2023-0294)

PURPOSE:

The purpose of this procurement is to purchase a granular activated carbon (GAC) exchange. The procurement consists of removing the existing granular activated carbon (GAC) and replacing with new virgin GAC in one of the three GAC vessels at the job site.

BACKGROUND/STAFF COMMENTS:

The City published on July 27, 2023 a Notice to Bidders in the *Williamson Herald* for a granular activated carbon (GAC) exchange. In addition, bid documents were sent on July 28, 2023 to four (4) potential bidders known or thought to be interested in this solicitation. Bids from two (2) suppliers were publicly opened at the bid opening held on August 22, 2023. 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 lowest priced responsive bid by a responsible bidder was submitted by Carbon Activated Corporation of Blasdell, New York in the amount of \$149,500 for the specified granular activated carbon (GAC) exchange. This bid was identified because it is the lowest bid submitted by a responsible bidder 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 Water Management Department Water Treatment Division budget for fiscal year 2024 allocates \$120,000 out of the Water Treatment Plant Operations Fund for the purchase of granular activated carbon (GAC) exchange. The \$149,500 bid amount is \$29,500.00 (24.6%) over budget.

It is worth noting that one bid, from Calgon Carbon Corporation, would be less expensive to the City than the one from Carbon Activated Corporation, but the Calgon Carbon Corporation bid does not meet the City's specifications and therefore is considered by the City to be nonresponsive.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2023-0294, the apparent lowest best bid, from Carbon Activated Corporation in the amount of \$149,500 for the specified granular activated carbon (GAC) exchange 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. Contract No. 2023-0294 is not yet in final form and therefore is not attached. When it is in final form, and if the staff recommendation to accept the bid from and award the procurement to Carbon Activated Corporation is approved by the Board of Mayor and Aldermen, then, pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2023-0294 will be executed by the City Administrator and subsequently reported to the Board of Mayor and Aldermen.

Tabulation of Bids*

Purchasing Office Solicitation No.:		2024-003 (granular activated carbon (GAC) exchange)				
Notice to Bidders published in the Williamson Herald on:		7/27/23				
Number of vendors that were notified of / that responded to this solicitation for bids:		4 / 3				
Date and time bids due and publicly opened:		8/22/23 2:00 PM				
Present at opening of bids:		Michelle Hatcher and Cody Myers of the City of Franklin Water Department; Leslie Pewitt and Suzanne Ward of the City of Franklin Purchasing Office				
Target meeting of BOMA at which recommendation is scheduled to be considered:		9/12/23				
Bids received from:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total delivered bid price, per unit:	Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is offered through:
Carbon Activated Corporation 3774 Hoover Road Blasdell, NY 14219 Christopher Allen, Director 716-821-7830 callen@activatedcarbon.com	yes	bidder takes no exceptions	\$149,500.00	net 30 days	21 calendar days	11/30/23
Calgon Carbon Corporation 3000 GSK Drive Moon Township, PA 15108 Michael Prevade, Technical Sales Rep. 724-417-0405 michael.prevade@kuraray.com	yes	bidder takes four (4) exceptions, two (2) of which City finds to MOES / (2)	\$126,600.00	net 30 days	6-10 weeks	12/31/23
Pencco P.O. Box 600 SanFelipe, TX 77473 Sarah Duffy, Inside Sales Manager 979-885-0005 sarah@pencco.com	no bid	n/a	n/a	n/a	n/a	n/a

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid



City of Franklin

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

File #: 21-05203

DATE: September 6, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Glenn Johnson, Fire Chief

SUBJECT:

*Consideration Of Resolution No. 2023-66, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Firefighter Annual Physical Medical Exam Services For Uniformed Personnel Of The Franklin Fire Department For A Term Of Award (Purchasing Office Procurement Solicitation No. 2024-005)

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department for a term of award.

BACKGROUND/STAFF COMMENTS:

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

For the planned procurement of firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department for a term of award, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2023-66, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing

the service provider for firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department for a term of award.

RESOLUTION 2023-66

**A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL
PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR FIREFIGHTER ANNUAL
PHYSICAL MEDICAL EXAM SERVICES FOR UNIFORMED PERSONNEL OF THE FRANKLIN FIRE
DEPARTMENT FOR A TERM OF AWARD**

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

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

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department for a term of award; and

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

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

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

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



File #: 21-05234

DATE: September 13, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of COF Contract No. 2023-0210, With CDM Smith For Mayes Creek Basin Planning

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract with CDM Smith for the development of the basin plan for Mayes Creek.

BACKGROUND/STAFF COMMENTS:

The Mayes Creek sewer basin is located in the northeast portion of the City, and has historically not seen significant growth and development until lately. The last basin plan for this area was conducted in the mid-2000s, and is in need of an update. The existing plan includes a general layout of mains and interceptors, but a more definite location and sizing of mains is needed, in conjunction with the current zoning, which is needed as development continues to emerge.

The Mayes Creek Basin Plan (Plan) will size mains based upon model runs of the capacity that is expected from the zoned densities, and then recommend layouts of the interceptors and mains so easements can be obtained during development. The Plan will also create profiles of pipes so WMD can determine how wide those easements need to be, based on constructability, in addition to any additional pump stations that are planned. The Plan will be developed from the dynamic hydraulic model that CDM Smith has currently created and calibrated, so current flow data will be included in the analysis to determine the baseflow conditions, and expand from there.

While the timeline in this proposal indicates the analysis will be complete in November 2023, the Water Management Department will begin to review and quality assurance that recommendations provided to the Board are valid and appropriate for what development has been seen recently.

FINANCIAL IMPACT:

The cost of this contract is \$60,000 and will not be exceeded without written consent from the Water Management Department. The cost of this study is budgeted half in the sewer operations fund (431-82560-52212) and half from the collection of impact fees.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2023-0210 with CDM Smith for the development of the Mayes Creek Basin Plan.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0210**

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

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

MAYES CREEK BASIN PLANNING

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 202__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 NON-BOYCOTT OF ISRAEL Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: *Jack A. Daniel*
Consultant's Signature
TITLE: Vice President
Date: 7 September 2023

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

J. Blake Harper, City Staff Attorney



210 25th Avenue North
Suite 1102
Nashville, TN 37203
tel: 615-320-3161

July 21, 2023

Brian Goodwin, PE
Assistant Director of Water Management
City of Franklin
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Sanitary Sewer System Model Assistance
Mayes Creek Basin Planning

Dear Brian:

CDM Smith has been pleased to support the City of Franklin on the Phase II Sanitary Sewer System Model Assistance to date and appreciates the opportunity to continue to support the City collection system planning and expansion into the future. As requested, CDM Smith is submitting the following scope of work to provide continuing services for the Sanitary Sewer System Model, including re-calibration of the existing sanitary sewer model based on the monitoring performed by the City. The scope of services for the work shall be as described herein.

Scope of Work

CDM Smith will provide support to the City for the following items:

CDM Smith will develop a planning-level sanitary sewer basin study for the Mayes Creek drainage basin within and adjacent to the City of Franklin. This plan will include sanitary sewer layouts, potential force main alignments, estimates of conveyance sizes, an analysis of potential conflicts and implementation challenges, and flow estimates for future planning horizons. Deliverables will include a technical memorandum, maps and GIS files, and an EPA-SWMM model of the proposed system. The model can be used as a baseline for the application of CDM Smith's Capacity Analysis Tool (CAT), which is useful for estimating the impacts of development on sanitary sewer flow and the overall capacity of the collection system. Additional support for the CAT's implementation and updates is covered under an active on-call contract that the City maintains with CDM Smith.

Services:

Data Gathering and Analysis: The data required to compile the plan will be collected and modified as needed. Publicly available datasets such as LiDAR, wetlands, and soil data will be



collected and processed. Datasets such as parcels, UGB boundaries, and utility/transportation data will be provided by the City. Available planning documents such as Envision Franklin, previous master plans, and technical documents related to flow development will be reviewed. Parcels with anticipated development will be identified and routing for future flows from these parcels will be determined. This task is anticipated to begin as soon as a Notice to Proceed is provided and will take approximately one month.

Key sub-tasks and personnel:

Data Gathering and Analysis: Data required for the development of the plan will be collected by the Engineer with the City's assistance as needed. *Engineer 6, 20 hours; Engineer 2, 40 hours.*

Flow Development and Routing Study: A high-level conveyance network for the Mayes Creek basin will be developed based on topography, proximity to streams/wetlands, and easement availability. Sizing of conveyances will be based on slope, anticipated development flows, and existing development. This task is anticipated to begin during the data analysis phase and will take approximately two months.

Key sub-tasks and personnel:

Flow Development: Flow factors will be developed based on previous plans and industry standards. Future flows will be estimated for all parcels anticipated to be tributary to Mayes Creek at near-future time horizons of ten- and twenty-year periods; as well as at a buildout scenario. *Engineer 6, 40 hours; Engineer 2, 20 hours.*

Network Routing Development: Routing and layout of future conveyances will be performed. Pump station locations and force main routings required to deliver interim flow to the existing system will be provided. Deliverables will include GIS layers and a SWMM model with flows applied based on the previous subtask. *Senior Engineer, 20 hours; Engineer 6, 80 hours; Engineer 2, 80 hours.*

Technical Memorandum and Plan Development: A review of local and state regulations for disposal, decentralized operations, and permitting will be performed. A technical memorandum summarizing the proposed future network and flows will be compiled. This task is anticipated to begin concurrent with the routing study and take three months from the completion of the model network.

Key sub-tasks and personnel:



Mayes Creek Basin Planning

July 21, 2023

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Plan Development: Methodology, findings, and recommendations will be compiled into a technical memorandum. The memorandum will include estimates of lengths and sizes for conveyance in the basin and will include alternatives for regional pump stations and force main configurations. The impact of flow routing on the current and proposed future system will be assessed. An analysis of current treatment/disposal options and policy development will also be included. Figures related to the plan will be provided. *Senior Engineer, 20 hours; Engineer 6, 80 hours; Engineer 2, 40 hours.*

CAT Development Table: A list of known developments will be compiled in a format that can be used by the Capacity Analysis Tool, featuring the appropriate load point, characterization of flows, and peaking factor. *Engineer 2, 8 hours.*

Schedule

Based on the time frame of the proposed tasks, the project is anticipated to be completed by the end of November 2023. Deliverables and reviews will be coordinated with City staff.

Billing

CDM Smith will bill the project on a monthly basis on a time and materials basis, according to the attached billing rate table. For each monthly invoice, CDM Smith will submit a monthly progress report and update on project status and deliverables. Billing Rate escalation may be requested on an annual basis; the escalation of the billing rates shall never exceed 3% per category, per year.

As outlined in the scope of work summary, the table includes the estimates of total hours and costs for each of the proposed tasks.



Mayes Creek Basin Planning

July 21, 2023

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Task Name	Project Manager	Technical Specialist	Engineer VI	Engineer II	Accounting /Admin	Total Hours	Cost (\$)
Data Gathering and Analysis			20	40		60	\$8,800
Flow Development and Routing Study		16	70	100		186	\$29,600
Technical Memorandum and Plan Development		4	54	40		98	\$15,920
Meetings, Technical Review, and Project Management	16				16	32	\$5,680
Total not to exceed:	16	20	144	180	16	376	\$60,000

CDM Smith Labor Billing Rates:

Project Billing Rates	
Officer	\$260
Project Manager	\$250
Senior Technical Specialist	\$260
Technical Specialist	\$250
Senior Engineer/Scientist	\$220
Engineer/Scientist VII	\$200
Engineer/Scientist VI	\$180
Engineer/Scientist V	\$170
Engineer/Scientist IV	\$160
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Engineer/Scientist I	\$120
Junior Engineer	\$110
Project Accounting	\$105
Administrative	\$105



Mayes Creek Basin Planning

July 21, 2023

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Thank you again for this opportunity to work with you and the City of Franklin staff on this project. Please feel free to call Aaron or Zack if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "DM", with a long horizontal flourish extending to the right.

David Mason, PE, PMP
Project Manager

Enclosure

cc: Zack Daniel, CDM Smith
Aaron Rogge, CDM Smith



File #: 21-04991

DATE: July 26, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of COF Contract No. 2023-0281, With Michael McLaughlin For The Design Contract For The Harlinsdale Pedestrian Bridge Artist

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Agreement for Commission of Public Artwork at Harlinsdale Farm. The City has allocated funds to include artwork to be integrated into the design of the Harlinsdale Pedestrian Bridge project as part of the City's Public Arts Commission.

BACKGROUND/STAFF COMMENTS:

The artist, Michael McLaughlin, was selected by the City by the Board of Mayor and Alderman at the recommendation of the Franklin Public Arts Commission to design four individual works of art (the "Work") to be installed on the Harlinsdale Park Pedestrian Bridge (the "Site"). The artist shall perform all services and furnish all supplies, material, and equipment as necessary for design of the work. The Artist shall determine the artistic expression, scope, design, color, size, material and texture of the work, subject to review and acceptance by the City as set forth in this Agreement.

FINANCIAL IMPACT:

The budget, not to exceed \$17,500.00, includes costs for design, any and all travel expenses and the Artist's fee. A separate contract will be entered into for construction of final design and installation.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2023-0281.

COF CONTRACT NO. 2023-0281
AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT, entered into this ____ day of ____, 20__, by and between the City of Franklin, Tennessee (the "City") and Michael McLaughlin (the "Artist") residing at 31 Torrington Heights Rd.

WHEREAS, the City has authorized the design of art and the support of an artist-selection process; and

WHEREAS, the Artist was selected by the City by the Board of Mayor and Alderman at the recommendation of the Franklin Public Arts Commission to design four (4) individual works of art (the "Work") to be installed on the Harlinsdale Park Pedestrian Bridge (the "Site"); and

WHEREAS, both parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work;

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services.

1.1. General.

- a. The Artist shall perform all services and furnish all supplies, material and equipment as necessary for the design of the Work.
- b. The Artist shall determine the artistic expression, scope, design, color, size, material, and texture of the Work, subject to review and acceptance by the City as set forth in this Agreement.
- c. The Artist shall design four (4) original works of art in collaboration with the City to be used for the Harlinsdale Park Pedestrian Bridge.

1.2. Proposal

- a. As promptly as possible after the execution of this Agreement, the Artist shall carry out such reasonable site inspections, interviews and research as may be necessary, including meetings with the City's representatives, in order to prepare a design proposal for the Work (the "Proposal"). The City shall make available to the Artist the necessary background materials and information on matters affecting the Site, including where applicable, a written program of requirements and specifications for the Work and the plans for the underlying capital project (the "Project"). It is the intent of the parties that the City and the Artist shall establish a close and cooperative consultation throughout the duration of this Agreement.
- b. The City may arrange for the Artist to meet with representatives of the community in order for the Artist to learn of their concerns.
- d. **The Artist shall prepare and submit the Proposal to the City no later than July 1, 2024.** The Proposal shall specify such materials, dimensions, weight, finish and preliminary maintenance recommendations and proposed installation method and include such drawings and other documents and models as are required to present a meaningful representation of the concept and design of the proposed Work. The Proposal shall include a budget, not to exceed Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00), that includes costs for design, any and all travel expenses, and the Artist's fee.
- e. The City may, within sixty (60) days following the next regularly scheduled Board of Mayor and Alderman meeting after the Artist's submission of the Proposal, notify the Artist whether it approves or disapproves the Proposal. During this period the Artist shall be available as reasonably required to meet with the City at City Hall during a BOMA Meeting to discuss the Proposal.

f. If the City shall determine that the Proposal is disapproved, it shall provide the Artist with a statement in writing for such disapproval. In such event, the Artist shall be afforded an opportunity either to submit a second Proposal for the Work within a reasonable period of time specified by the City, or to terminate this Agreement. Within sixty (60) days following such submission by the Artist, the City may notify the Artist in writing whether it approves or disapproves the Proposal. If the City determines that the second Proposal is disapproved, it may provide the Artist with a statement in writing of its reasons for disapproval, whereupon this Agreement shall terminate.

g. As part of the design process, Artist shall attend at least two (2) virtual meetings, and at least one (1) in-person meeting with the City's Public Arts Commission.

h. In the event of termination of this Agreement pursuant to paragraph (f), the Artist shall retain the Proposals and all compensation theretofore paid and neither party shall be under any further obligation to the other in respect of the subject matter thereof.

1.3. *Structural Design Review.*

a. No later than July 1, 2024, and after the City's Board of Mayor and Alderman approve the Proposal, the Artist shall after consultation and collaboration with the City, prepare and submit to the City detailed working drawings of the Work and the Site, together with such other graphic material as may reasonably be requested by the City in order to permit the City to carry out structural design review and to certify the compliance of the Work with applicable statutes and ordinances. Upon request by the Artist, the City shall promptly furnish all information, materials and assistance required by the Artist in connection with said submission.

b. The City may require the Artist to make such revisions to the Proposal as are necessary for the Work to comply with applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the project.

c. The City may also request revisions for other practical (nonaesthetic) reasons.

d. The Artist's fee shall not exceed the amount stated in Section 1.2(d).

1.4. *Final Acceptance.*

a. The Artist shall advise the City in writing when all services required prior to those described in Article 1 have been completed in substantial conformity with the Proposal.

b. The City shall notify the Artist of its final acceptance of the Work.

c. Final acceptance shall be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance or (2) the 30th day after the Artist has sent the written notice to the City required under Section 1.7(a) unless the City, upon receipt of such notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services which have not been completed.

1.5. *Risk of Loss.* The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance; except that the risk of loss or damage shall be borne by the City prior to final acceptance during such periods of time as the partially or wholly completed Work is in the custody, control or supervision of the City or its agents for the purposes of transporting, storing, installing or performing any other ancillary services to the Work.

1.6. *Indemnification and Hold Harmless.* Artist shall indemnify and hold harmless CITY, its officers, agents and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Artist, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Artist, its officers, employees and/or agents, including its sub or independent artists, to observe applicable laws, including, but not limited to, copyright, labor laws and minimum wage laws.
- c. City will not indemnify, defend or hold harmless in any fashion the Artist from any claims arising from any failure, regardless of any language in any attachment or other document that the Artist may provide.
- d. 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.

1.7. *Title.* Title to the Work shall pass to the City upon final acceptance.

Article 2. Compensation.

2.1. *Fixed Fee.* The City shall pay the Artist a fixed fee of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement.

2.2. *Artist's Expenses.* The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement and for all other miscellaneous charges hereunder. Nothing contained in this Agreement shall entitle the Artist to retain funds paid by the City hereunder in the event that the Artist fails to design or deliver a satisfactory Work in accordance with this Agreement, and nothing contained in this Agreement shall prevent or prohibit the City from seeking damages or reimbursement from the Artist in the event of the Artist's breach or default of this Agreement.

Article 3. Intellectual Property: Rights and Waivers

3.1. *Rights to Artwork; Copyright.*

- a. *Ownership.* The artwork produced under this Agreement shall be the property of City. Ownership of such artwork shall be transferred from the Artist to City upon City's issuance of the notice of final acceptance. City shall retain copies of the proposal and all written documentation regarding the Work. Upon final acceptance, City shall have the right to a copy of all plans, drawings, sketches, designs, and other work of Artist pertaining to the Artwork for maintenance, repair, and historical documentation purposes only, unless otherwise specified below.
- b. *Copyright.* Artist shall retain all copyrights not otherwise granted to City herein. Artist is responsible for registering the Artwork in his name with the U.S. Register of Copyrights, at no additional cost to City.
- c. *Reproductions.*
 - i. *Reproductions By Artist.* Artist shall not create or display identical reproductions of the Artwork at any location other than City, nor shall Artist grant permission for others to create or display reproductions, except with written permission of City.

- ii. Exclusive License to City for Non-Commercial Reproductions. Artist grants City the exclusive right to publicly display and reproduce images of the Work by photographic, electronic, digital, mechanical, or any other method that may become available following the installation of the Work, for educational, procurement, public relations, arts promotional, tourism, and other non-commercial purposes. On any such reproductions, City will acknowledge the Artist's authorship. In the event City wishes to use the Artwork for commercial purposes, City shall contact Artist to negotiate a separate agreement.
- d. Publicity. City shall have the right to use Artist's name, likeness and biographical information, in connection with the display or reproduction and distribution of the Artwork.
- e. Credits. Artist agrees that any reproduction of the Artwork made by the Artist for publicity purposes shall refer to "City of Franklin, Tennessee." City shall have the right to review and approve any public announcements or press releases generated by the Artist or Artist's sub-contractors regarding the artwork until the artwork has been publicly dedicated and final acceptance has been issued. Artist should follow Credit and Logo Usage Guidelines provided by City.
- f. Artist agrees to be photographed or videoed for the purposes of promoting the artwork and project. Artist grants City permission to use his likeness in photographs, video or other digital reproduction in any and all of its publications, including website entries and social media, without additional payment (beyond this Agreement) or any other consideration.
- g. Artist understands and agrees that these materials will become the property of City and hereby irrevocably authorize them to edit, alter, copy, exhibit, publish or distribute photo/videos/digital content for purposes of publicizing its programs, this artwork or for any other lawful purpose.
- h. In addition, Artist waives the right to inspect or approve the finished product, including written or electronic copy, wherein their likeness appears. Additionally, Artist waives any right to royalties or other compensation arising or related to the use of the photograph.
- i. Notice of Claims. Artist hereby agrees that the Artist shall give City written notice prior to asserting any claim pertaining to the Artwork which may arise relating to 17 U.S.C. §§ 101, et seq. City shall have at least ninety (90) days from the date of receipt of such notice in which to evaluate and, if so decided by City, to cure such claim.
- j. Third Party Infringement. City is not responsible for any third-party infringement of Artist's copyrights and is not responsible for protecting the intellectual property rights of Artist.

3.2 VARA Rights; Safety Modification; Future Transfer and Relocation.

- a. Artist and City acknowledge that the Artist may have certain rights under the federal Visual Artist's Rights Act of 1990 (VARA). Pursuant to 17 USC Section 106A, Artist agrees that the rights reserved by City as provided in this Section shall not constitute a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation as contemplated by VARA.
- b. To the extent that the Work is a Joint Work, this Agreement waives the rights of all authors of the Work.
- c. Notwithstanding any other provision of this Agreement:
 - i. If City believes that the Work presents an imminent threat or hazard to the public health or safety, City may authorize the immediate relocation, removal, modification, or destruction of the Work without providing the Artist prior notice or opportunity to buy back the Work.
 - ii. In the event that the Work comes into conflict with laws or regulations, City may modify the Work so as to come into compliance with such laws or regulations.

- d. Artist understands and agrees that City may remove, move, or destroy, the Work, and City may sell, trade, or otherwise transfer the Artwork, and that any such action by City may subject the Work to damage or destruction, distortion, mutilation, or other modification but shall not constitute a distortion, mutilation, or other modification of the work which would be prejudicial to his honor or reputation as contemplated by VARA.
- e. However, in the event that City decides to take any such action, City will first give the Artist an opportunity to buy back (purchase) the Work from City, by payment of the total Compensation provided for by this Agreement. If Artist buys back the Work, the Artist will be responsible for all costs associated with the removal of the Work from the Site, clean-up of the Site, and relocation of the Work.
- f. City will give written notice to the Artist prior to taking such action, and the Artist will have 30 days from the date that the notice is sent by City to advise City, as specified in the notice, that the Artist will buy back the Work. The Artist must then provide full payment to City as requested by City to buy back the Work. The Artist is responsible for keeping City, pursuant to the Notices provision of this Agreement, advised of Artist's current mailing address, and notice will only be sent by City to the address provided by Artist.
- g. Artist's right to buy back the Work is a personal right which terminates upon Artist's death, and does not extend to Artist's heirs, successors, or assigns.
- h. Reputation. If City fails to maintain the Artwork in good condition, or if any significant change occurs to the Artist's Work after its final acceptance by City, whether such change is intentional, unintentional, or malicious, and if the Artist makes a written request to City that Artist's Work no longer be represented as the work of the Artist, then the Work will no longer be represented as the work of the Artist. Artist may request that all credits to the Artist be removed from the Artwork.
- i. Filming of Artwork. Artist understands and acknowledges that the City, pursuant to applicable local laws, ordinances, regulations, and policies, often issues film permits to persons and entities wishing to film in the City, Franklin and Williamson County, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Artist recognizes and permits the City to issue such permits to persons and entities, to include the Artwork and surrounding site, and Artist holds City harmless therefore, Artist will not hold or seek to hold City liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the Work.
- j. **Public Records.** Artist understands and acknowledges that the City Government must comply with applicable public records laws, and that any and all communications, documents, and materials provided to or obtained by City pursuant to this Agreement are likely to be public records, potentially open to inspection, duplication, and publicity by third parties, and Artist holds City harmless, therefore. Artist will not hold or seek to hold City liable in any way for the acts of any such person or entity inspecting, duplicating, or using such communications, documents, and materials.
- k. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article 4. Time of Performance.

- 4.1. *Duration.* The services to be required of the Artist as set forth in Section 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist and approved by the City pursuant to Section 1, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

Article 5. Warranties.

- 5.1. *Warranties of Title.* The Artist represents and warrants that: (a) the Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the City, the Work is unique and original

and does not infringe upon any copyright; (c) that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Work is free and clear of any liens from any source whatever.

5.2. *Warranties of Quality and Condition.* The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Proposal pursuant to Section 1, that: (a) the execution and fabrication of the Work will be performed in a workmanlike manner; (b) the Work, as designed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder.

The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards.

Article 6. Insurance.

6.1 During the term of this Contract, Artist shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof the types and amounts of insurance identified below:

- General Liability Insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00)
- Automobile Liability Insurance in the amount One Million and No/100 Dollars (\$1,000,000.00) (if vendor will be making on-site deliveries).
- Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than One Hundred Thousand and No/100 Dollars (\$100,000.00), as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)
- Such insurance shall:
 1. Contain or be endorsed to contain a provision that includes City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Artist including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 2. For any claims related to this agreement, Artist's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering City, its officials, officers, employees, and volunteers shall be excess of Artist's insurance and shall not contribute with it.
 3. Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Artist.

4. Worker's Compensation (if applicable), Artist shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Artist shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by ARTIST's workers' compensation insurance coverage.

5. Other Insurance Requirements. Artist shall:

a. Prior to commencement of services, furnish City with original certificates and amendatory endorsements effecting coverage required by this Section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**CITY OF FRANKLIN
PARKS DEPARTMENT
109 THIRD AVENUE SOUTH
FRANKLIN, TENNESSEE 37064**

b. Provide certified copies of endorsements and policies if requested by City in lieu of or in addition to certificates of insurance.

c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

d. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the City system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a material breach of lease.

e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the City Director of Risk Management Services.

f. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by ARTIST's insurance) in the same manner as specified for ARTIST. ARTIST shall file subcontractor's certificates of insurance in City's system.

g. Any deductibles and/or self-insured retentions greater than Ten Thousand and No/100 Dollars (\$10,000.00) must be disclosed to and approved by City prior to the commencement of services.

h. If the ARTIST has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

Article 7. *Reproduction Rights.*

7.1. *General.* The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C.A. §§ 101 et seq., and all other rights in and to the Work except ownership and possession, except as such rights are limited by this

Section. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate or reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the City. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the Work for any purposes the City desires, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner.

- 7.2. *Credit to City.* The Artist shall use his best efforts to give a credit reading substantially, "an original work owned and commissioned by the City of Franklin," in any public showing under the Artist's control of reproductions of the Work.

Article 8. Maintenance and Restoration

- 8.1 The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that the Artwork's maintenance requirements will be reasonable in terms of time and expense.
- 8.2 City and not Artist will provide for the maintenance of the Artwork. Artist understands that City's maintenance of the Artwork will be limited and determined in significant part by funding decisions of the City Council and other officials and departments.
- 8.3 The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork, such as the application of protective or anti-graffiti coatings.
- 8.4 The Artist warrants that foreseeable exposure to the elements and general wear and tear will not cause the Artwork to fall below an acceptable standard of public display.
- 8.5 Artist shall provide a maintenance manual with a description of all materials, products and fabrication methods used in the Artwork and the required care and upkeep involved, including: (i) product data sheets for any material or finish used; (ii) the names and contact information of relevant manufacturers or producers; and, (iii) to the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties. Artist warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the recommended maintenance manual.
- 8.6 Repairs and restoration of the Artwork, if any, are to be distinguished from maintenance of the Artwork, as addressed above. City shall determine when and how repairs and restoration to the Artwork will be made. However, at no cost to City whatsoever, and to the extent practicable, the Artist will have the opportunity to comment on and participate in all repairs and restoration that are made during the Artist's lifetime. City will give written notice to the Artist prior to undertaking repairs or restoration of the Artwork, and the Artist will have thirty (30) days from the date that the notice is sent by City to advise City, as specified in the notice, of the Artist's wish to so comment and/or participate. Notice will only be sent by City to the address provided by Artist, in keeping with the Notices provision of this Agreement where Artist is responsible for keeping City advised of Artist's current mailing address. Artist understands that City's repairs and restoration of the Artwork will be limited and determined in significant part by funding decisions of the CITY and other officials and departments.
- 8.7 THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article 9. Artist as Independent Contractor. The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City.

Article 10. Assignment, Transfer, Subcontracting.

- 10.1. *Assignment or Transfer of Interest.* Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other, provided, however, that claims for money due or to become due from the City under this Agreement may be assigned to a financial institution without approval.
- 10.2. *Subcontracting by Artist.* At the City's sole written discretion, Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of the Artist.

Article 11. Termination

- 11.1. *Breach.* Should Artist fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, City shall have the right to immediately terminate the Agreement. Such termination shall not relieve Artist of any liability to City for damages sustained by virtue of any breach by Artist.
- 11.2. *Notice by City.* City may terminate this Agreement at any time upon thirty (30) days written notice to Artist and a reasonable reconciliation of costs incurred to date.
- 11.3. *Lack of Funding.* Should funding for this Agreement be discontinued, City shall have the right to terminate the Agreement immediately upon written notice to Artist.

Article 12. Death or Incapacity of Artist. In the event of Artist's physical incapacity or death prior to the completion of the Artwork, all payments made up to the point of incapacity or death will be retained by Artist and all work performed to date of incapacity or death will be reasonably compensated. Upon payment to compensate Artist or Artist's estate for all work performed to the date of incapacity or death, the incomplete Artwork and any materials paid for by City shall become the property of City. However, if the Artwork is substantially designed and/or completed and it is feasible for the work to be fully completed without undue delay, City may elect to proceed under the terms of this Agreement and hereby has the consent of the Artist to proceed and complete the Artwork by an alternative artist. In the event that City elects to proceed with the completion of the Artwork, all remaining work to be completed in accordance with this Agreement will be delegated to:

Name: _____

Address: _____

Phone Number: _____

Article 13. Non-Discrimination. Artist hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Artist on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Artist shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Article 14. Compliance. Artist shall be required to comply with Federal, State and City statutes, ordinances and regulations applicable to the performance of the Artist's services under this Agreement.

Article 15. Heirs and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

Article 16. Notices.

- 16.1 Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Monique McCullough
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: (615) 950-6606
E-mail: moniquem@franklin.tn.gov

In the case of Contractor:

Michael McLaughlin
Bronze Sculpture
31 Torrington Heights Rd.
Torrington, CT 06790
contact@mjmssculpture.com
603-469-7949

- 16.2. *Artist's Address.* The Artist shall notify the City of changes in his address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of this Article that require the express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

Article 17. Conflicts of Interest. Artist warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Artist in connection with any work contemplated or performed relative to this Contract.

Article 18. 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.

Article 19. Confidentiality and Proprietary Rights. Artist waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Artist if a request for documents has been made and shall give Artist a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Artist agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Artist's representation that materials supplied by Artist (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Artist and Artist assumes control over that claim.

Article 20. 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 Artist to limit its liability shall be void and unenforceable.

Article 21. No Taxes or 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 Artist with its Sales and Use Tax Exemption Certificate upon Artist's request. Contractor 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.

Article 22. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Agreement 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.

Article 23. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.

Article 24. Precedence. In the event of conflict between the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement may accompany or incorporate by reference, the provisions of this Agreement will, to the extent of such conflict, take precedence unless such document expressly states that it is amending this Agreement.

Article 25. Entire Agreement. The Agreement 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 Agreement. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.

Article 26. Additions/Modifications. If seeking any addition or modification to the Agreement, 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 Agreement 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.

Article 27. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and 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 choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee. The Artist acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

Article 28. Maximum Liability. The payment rates as described in Article 2 shall constitute the entire compensation due the Contractor for all travel and professional services regardless of the difficulty, materials, or equipment required, unless amended. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

Article 29. Survival. This Addendum shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference.

Article 30. Modification and Amendment. Agreement may be modified only by a written amendment signed by all Parties.

CITY OF FRANKLIN

ARTIST

By: _____
Eric S. Stuckey, City Administrator

By: _____
Michael McLaughlin, Artist

Date: _____

Date: _____

Approved as to form:

J. Blake Harper, Staff Attorney



City of Franklin

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

File #: 21-05054

DATE: August 9, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Aahil Rajpari, Management Fellow

SUBJECT:

Consideration Of Ordinance 2023-32, An Ordinance To Amend Appendix A, Comprehensive Fees And Penalties, Chapter 20 - Miscellaneous Of The Franklin Municipal Code To Include A Fee Structure For The Purchase Of Compost From The City

PURPOSE:

The purpose of this ordinance is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an updated fee structure for purchasing compost. This Ordinance is designed to also codify an existing fee structure for compost purchase for all parties.

BACKGROUND/STAFF COMMENTS:

Since 2013, the City of Franklin has sold screened compost to all entities at \$20.00 per yard, administered by the Compost Facility Manager within the Streets Department. The Compost Facility collects organic curb-side material to reduce the risk of material entering a landfill and avoid the financial impact of landfill tipping fees, produce a product that is stable and usable for land and growing applications. Now, given the need to sell unscreened compost, the City of Franklin aims to update pricing on both screened and unscreened compost.

Staff is proposing to increase the fee for screened compost to \$30.00 per yard due to increased costs over a ten-year period and to add a new product, unscreened compost, for \$20.00 per yard.

FINANCIAL IMPACT:

Screened Compost will be sold for \$30.00 per yard. Unscreened Compost will be sold for \$20.00 per yard. Revenue generated by the sale of compost is recorded

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2023-32.

ORDINANCE 2023-32

AN ORDINANCE TO AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, CHAPTER 20 – MISCELLANEOUS OF THE FRANKLIN MUNICIPAL CODE TO INCLUDE A FEE STRUCTUE FOR THE PURCHASE OF COMPOST FROM THE CITY.

WHEREAS, to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards to that encourage and advance the quality of life within the City; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that ordinances and policies that regulate land use, guide the maintenance of the City’s infrastructure, and facilitate delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, The City of Franklin has provided an existing compost purchasing service for public and private entities administered by the Compost Facility Manager within the Streets Department; and

WHEREAS, the Compost Facility collects organic curb-side material to reduce the risk of such material entering a landfill and charging individuals a tipping fee; and

WHEREAS, such a process allows for the Compost Facility to produce a product that is stable and mature, usable for various land and growing applications; and

WHEREAS, The City of Franklin started selling screened compost to all entities in 2013 at \$20.00 per yard; and

WHEREAS, given the need to also begin sales of unscreened compost, the City would like to update pricing on both screened and unscreened compost; and

WHEREAS, the Board of Mayor and Aldermen find this action to be in the best interest of the City.

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

SECTION I. that Appendix A, Comprehensive Fees and Penalties, Chapter 20, of the Franklin Municipal Code, is hereby amended and approved to read as follows:

APPENDIX A – COMPREHENSIVE FEES AND PENALTIES

CHAPTER 20. - MISCELLANEOUS

...	...
Compost Purchasing Fees Screened Compost	\$30.00 per yard

Unscreened Compost	\$20.00 per yard
--------------------	------------------

SECTION II. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, 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, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:



City of Franklin

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

File #: 21-05140

DATE: August 28, 2023
TO: Budget & Finance Committee
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Jessica Davey, Revenue & Licensing Manager

SUBJECT:

Consideration Of Resolution 2023-60, A Resolution Adopting An Amended Customer Service Policy For The City Of Franklin
Finance 9/14/23, 3-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-60, A Resolution Adopting An Amended Customer Service Policy For The City Of Franklin.

BACKGROUND/STAFF COMMENTS:

The City services approximately 30,000 residential and commercial water, sewer, stormwater, and solid waste customers. The Revenue Management division of the Finance Department is responsible for account creation, billing, and payment collection for these customers. The Franklin Municipal Code provides some rules and regulations regarding obtaining these services from the City. However, on November 22, 2022, a detailed written customer service policy was adopted to ensure consistent treatment of the City's utility customers. In order to keep the policy current, provide further guidance, and accurately reflect best practices, updates are necessary.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-60.

RESOLUTION 2023-60

A RESOLUTION ADOPTING AN AMENDED CUSTOMER SERVICE POLICY FOR THE CITY OF FRANKLIN.

WHEREAS, the City of Franklin services approximately 30,000 residential and commercial water, sewer, stormwater, and solid waste customers within the City; and

WHEREAS, the City of Franklin desires to provide consistent and exceptional customer service to these utility customers; and

WHEREAS, on November 22, 2022, the Board of Mayor and Alderman adopted Resolution No. 2022-67, a resolution adopting a customer service policy; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin for the customer service policy to be amended in order to provide further guidance and to ensure equitable treatment of the City's utility customers.

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

Section 1. The customer service policy for the City of Franklin adopted by Resolution No. 2022-67, is hereby repealed in its entirety. In place thereof, the customer service policy, which is attached as Exhibit A, is now hereby adopted for the City of Franklin.

Section 2. Changes or revisions to the policy hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the City of Franklin.

Section 3. The effective date of the policy hereby adopted shall be immediate upon passage and adoption of the resolution, the public welfare and the welfare of the City requiring it.

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: _____
J. Blake Harper
Staff Attorney

CITY OF FRANKLIN

Customer Service Policy

Customer Service Policy

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Customer Service Policy

1. General Policy

This policy applies to utility customer service within The City of Franklin.

2. Application for Service

Residential

Residential customers shall be required to make application for new service or changes to existing service. A copy of a photo ID is required for identification verification. A requirement of three (3) business days prior notice to connect service applies. Customers who are leasing must provide a copy of the lease signed by the lessor listing all tenants before service will be provided. The application for service must be completed and signed by the exact same name or names on the lease. If the information does not match, the application will not be accepted. In the case that no lease has been generated, the lessor must provide a signed lease verification form (available in Customer Service). In any case that the customer is unable to sign the required documents, whether physically or geographically, their representative must present a notarized Power of Attorney to complete the transaction. Application and service charges established by City ordinance may be charged to the customer's first utility bill provided that the customer does not have a delinquent account with the City of Franklin.

Non-Residential

Commercial and Industrial customers must make application for new utility service or changes to existing service. A requirement of three (3) business days prior notice to connect service applies. Applicants must provide satisfactory documentation before utility service is provided. The documentation must include a signature of the owner or an officer of the business. Application and service charges established by City ordinance may be charged to the customer's first utility bill provided that the customer does not have a delinquent account with the City of Franklin.

3. Application and Service Fees

An application fee will be applied to any new, re-established, or additional account. Customers who provide an incorrect service address when applying for service shall be required to pay an additional service charge if the City's service employee is required to make more than one trip to establish service.

Customer Service Policy

A service reconnection charge must be paid at the time of reconnection after disconnection due to non-payment of a bill in accordance with non-payment provisions.

Fee amounts are set by City ordinance.

4. Eligible Applicants and Occupants

The City of Franklin will provide service to applicants who are of majority age, have no prior outstanding delinquency with the City, and who provide satisfactory proof of identity. Each customer will be required to execute a utility service agreement.

When a customer's utility service has been terminated for nonpayment, the utility service will not be restored to the consumer until his or her delinquent account is satisfied in accordance with City policy.

Both parties in a marriage are responsible for payment of a utility bill at the residence they share. However, one spouse is not held liable for a past debt at a location inhabited by the other spouse prior to the marriage and if requested, service may be provided in the name of the new spouse. Collection of the former debt should commence immediately.

Occupants are not responsible for utility accounts unless they are parties to a residential utility contract. It is the City's practice to require all responsible occupants to execute a utility contract (application for service). In the event a customer executes a new utility contract, the City may add any unpaid amounts to the customer's bill even if the services were incurred at a different address and the City discovers the existence of an unpaid account later.

In case of the death of a customer, service will be removed from the deceased's name as quickly as possible. Anyone requesting a change to a deceased customers' account must provide a death certificate, Letter of Testamentary, or other court document related to the deceased. During probate, the account will be billed to the personal representative of the estate of the customer. Following disposition of the estate, the service will be billed in the name of the occupant of the premises. In the case of an immediate family member, the change of name will be arranged without charge. Standard identification questions will be asked.

Customer Service Policy

5. Change in Customer of Record

Changes in the customer of record for existing residential accounts may be granted under the following conditions:

- a. The change in customer name or status is because of marriage, divorce, legal name change, or death. Name change requests should be made in writing by the account holder. No fee applies.
- b. If existing account is under more than one name, the person who will remain at the residence shall complete a new customer application. No fee applies.
- c. The customer has satisfactory identification or documentation in the new name or status. A copy of a court order for name change is acceptable.

Changes in the customer of record for existing Commercial and Industrial accounts may be granted under the following conditions:

- a. The customer requests the name change in writing. The request should be accompanied by proper documentation verifying that there is no change in ownership. The documentation must include the signature of the owner or office of the business.
- b. If the customer's Federal ID number changes, the customer shall complete a new customer application.

6. Services Billed

Bills shall be rendered monthly, at intervals between 28 and 34 days, unless unusual circumstances preclude that action. The City will mail or email all utility bills approximately 15 days before the net due date. The statement will reflect the net amount due and the gross amount due if paid after the due date.

Bills shall be sent to the address or email address designated by the customer.

The customer is responsible for all utility consumption at his/her premise. If it is found that the service has not been billed properly, the City will back bill for utilities consumed or refund over-charges, up to the limitations defined in Tennessee Code Annotated §§ 28-3-301–303.

Customer Service Policy

7. Estimated Bills

If representatives of the City are unable to obtain access to the customer's meter during regular working hours, if a meter fails to register, or if for any other reason actual consumption cannot be determined, the City will render an estimated bill based on past usage in accordance with industry accepted estimation practices.

8. Rates

The City reserves the right to determine the correct rate classification for each account. If a customer can establish that they are being billed at the wrong rate, their rate classification will be corrected at the sole discretion of the City. A refund will be made for the applicable period, up to a maximum allowed by law, (36 months) for the amount the customer was overbilled unless the incorrect rate was based on information furnished by the customer. If it is found that a customer has been under billed, the City may collect for all such prior service, up to a maximum allowed by law.

9. Payment Methods

Cash, business or personal checks, money orders, or credit/debit cards may be accepted for payment of any bills owed to the City and any amount over the actual amount of the bill will be credited to the customer's account. Checks returned by the bank shall be immediately charged back to the customer's account, and a returned check charge will be assessed. Any account with three (3) returned checks within a twelve (12) month period will be required to make future payments, for a twelve (12) month period, in the form of cash, a cashier's check, money order, or credit/debit card.

Bankrupt Accounts

Upon receipt of notice of bankruptcy, the customer's account(s) is/are terminated, and a new account is established for future billing. Once notification of dismissal of the bankruptcy is received, funds are collectible. In the case of discharge, funds are not collectible.

Customer Service Policy

Delinquent Utility Accounts

The City will mail all utility bills approximately fifteen (15) days before the net due date. The late charges will be assessed on any account which remains unpaid after the net payment date shown on the bills. The late charge rate will be set by City ordinance.

If the bill remains unpaid after collection attempts have been made, the account may be referred to a collection agency.

10. Voluntary Disconnection of Service

Customers who wish to discontinue service may do so in person at the Customer Service Department, via fax, e-mail or by downloading the termination request form from the City of Franklin's website. Requests for termination of service shall be given in writing three (3) business days in advance. No service disconnection will be completed on Fridays to prevent loss of water usage for a weekend.

The City shall not be liable for damages resulting from discontinuing service at any time after the delinquent date.

If a final bill remains unpaid after sixty (60) days past the due date, and the customer has an active service account with the City, the final bill balance shall be transferred to the active account.

11. Disconnection of Service Due to Non-Payment

Failure to receive a bill does not relinquish the customer's responsibility for timely payment of the bill. Accounts that become thirty (30) days delinquent will have service disconnected for non-payment. Any request to make payment arrangements to prevent disconnection must be made prior to the date of the cutoff. Payment arrangements shall be directed to the Customer Service Supervisor, Revenue & Licensing Manager, or Finance Director.

The City shall not be liable for any loss or damage resulting from cutoff.

If an account remains unpaid after cutoff, the meter will be locked during the next cutoff cycle and the City of Franklin Building and Neighborhood Services Department will be notified that the residence has no water, and the customer could be subject to

Customer Service Policy

a violation.

In such cases where payment has not been received on an account that has been cutoff for non-payment, and continues to be delinquent for three consecutive months, every possible attempt to reach the customer is made by customer service. If these attempts are unsuccessful and the customer cannot be contacted by our department, then a forced termination will occur. Once an account is terminated, the customer will be required to make payment in full, complete a new application, and pay the application fee before service would be restored to the property.

Disconnections for non-payment shall not be initiated when daytime temperatures fall below thirty-two (32) degrees Fahrenheit. At any time that temperatures indicate danger of water lines freezing due to below freezing temperatures, the decision to cutoff for non-payment will be that of the Director of Water & Wastewater department.

12. Reconnection of Service Disconnected for Non-Payment

Service will be restored upon receipt of the full amount due for which the service was disconnected. Payment must be made to Revenue Management in the form of cash, cashier's check, money order, business or personal check, or credit/debit card.

A service reconnection charge shall apply to any account that was disconnected for non-payment, unless the customer shows a validated receipt showing that the bill had been paid on a day prior to the date of disconnection.

13. Payment Arrangements

Payment in full is expected by the date due. However, in unusual cases, payment arrangements are available to customers who have incurred a large bill and are having difficulty meeting their financial obligations. In any situation, the customer requesting assistance must be the same as the utility account holder. A down payment is required and the customer must sign a promissory note to pay the remainder in monthly payments along with their regular current bill for each month. If the customer fails to meet this obligation, the account will be subject to disconnection for non-payment and the customer shall not be allowed to make payment arrangements for a full calendar year.

Payment of all overdue amounts or satisfactory payment arrangements must be made before service will be provided at a change of address for the delinquent customer.

All payment arrangements must be made in writing and have supervisor approval.

Customer Service Policy

- a. Payment arrangements for three (3) months must be approved by the Customer Service Supervisor or Revenue and Licensing Manager.
- b. Payment arrangements for six (6) months must be approved by an Assistant City Administrator.
- c. Payment arrangements for twelve (12) months must be approved by the City Administrator.

14. Disputed Bills

If a customer disputes a bill and alleges erroneous meter reading, the Customer Service Representative shall investigate the accuracy of the bill by performing an analysis of past usage and possible changes in consumption patterns; the possibility of a leak, faulty meter reading, or customer equipment failure. If no error in billing is discovered, the customer shall pay the balance.

If, after initial investigation, a customer still wishes to dispute their charges, they shall be required to present the dispute in writing for review by the Water and Wastewater Department.

The disputed amount will be noted on the billing records and the customer is only required to pay the undisputed amount until the issue is resolved. A dispute shall not preclude further billing activities or obligation to pay subsequent bills.

If a customer still disputes a bill after review by the Water and Wastewater Management Department, a request can be made in writing for further review by the City Administrator or an Assistant City Administrator.

If the customer is not satisfied with the outcome of this review, an appeal may be made in writing to the Board of Mayor & Aldermen (BOMA). The decision of the BOMA will be final.

15. Meter Access

City of Franklin service employees and meter readers shall have free access to the customer's premises at all times for the purpose of reading meters and testing, repairing, removing, or exchanging any or all equipment belonging to the City of Franklin. It is the responsibility of the customer to ensure free access. A service charge established by City ordinance will be added to the customer's bill if, due to inaccessibility, a second trip is required.

Customer Service Policy

to read or test a meter. If accessibility problems persist, utility service may be interrupted until accessibility is granted. Any additional costs to restore service after interruption or to maintain proper access will be at the customer's expense. Once access is obtained, the customer will be responsible for all water usage.

16. Payment Locations

Payments may be made at the Revenue Management office inside Franklin City Hall. For the convenience of the customers, a night depository has been provided for the payment of bills when the office is closed, and any payments made therein will be accepted for the customer's account and posted the next working day. Any customer using the depository does so at his or her own risk and must accept the City's accounting for the amount received by the City.

17. New Connection

Customers requesting water and/or sewer service at new construction must complete an application with the Building and Neighborhood Services ("BNS") department.

18. Temporary Fire Hydrant Meters

In cases where water is needed on a temporary basis and a fire hydrant is nearby, temporary fire hydrant meters will be available for a deposit, a non-refundable setup fee, and an application fee set by City ordinance. The total fee shall be paid by certified check or money order. Water use will be billed at the inside commercial rate. After the meter is removed per request of customer, a request for the deposit refund shall be submitted in writing to the Accounts Payable division in the Finance Department by the Customer Service Supervisor. If the meter is damaged, the cost of the damaged meter will be deducted from the deposit. Temporary fire hydrant meters will be assigned to a designated fire hydrant. Removal of the fire hydrant to any other location will require approval by the Water Management Department.

Customer Service Policy

19. Customer Programs

Critical Care Program

Upon receipt of documentation from a licensed physician that a customer relies upon an uninterrupted water supply for medical purposes the customer's account will be notated and special efforts will be taken to maintain and/or restore utility service. Nothing in this section shall be construed to mean that customers are exempt from timely payment of their bill or that service may not be disconnected for failure to pay.

Bank Draft Program

Payment by automatic bank draft is offered as a convenience to customers. Customers desiring to have their utility bill payments electronically debited from their bank accounts on the net due date are required to complete a bank draft form and provide a copy of a voided check. Any payment refused by the financial institution will be assessed a return check charge unless the return was due to bank error.

Tax Relief

State law provides property tax relief to certain elderly or disabled low-income homeowners and certain disabled veterans.

City of Franklin sanitation customers who qualify for property tax relief shall have their monthly sanitation service charge waived for as long as they remain on the program. The property tax relief program is administered by the Williamson County Trustee's office and their records will determine who receives this waiver.

Sales Tax Exemption

A current State of Tennessee sales tax exemption certificate must be on file with the Revenue Management Department to qualify for waiver of sales tax on water.

20. Adjustments

All adjustments must have supervisor approval:

- a. Adjustments up to \$499.00 must be approved by the Customer Service Supervisor.

Customer Service Policy

- b. Adjustments between \$500 and \$999.00 must be approved by the Revenue and Licensing Manager.
- c. Adjustments \$1,000.00 or more must be approved by an Assistant City Administrator or the City Administrator.

Leak Adjustments

Customers are responsible for maintaining their plumbing system. The customer shall be responsible for all water that passes through a water meter. If the City of Franklin detects unusually high consumption, the City will attempt to notify the customer. Lack of notification will not release a customer from payment obligations, nor extend the due date. The customer is responsible for maintenance of their plumbing and failure to make timely repairs may disqualify a customer for a leak adjustment.

No leak adjustments will be allowed for a property until a certificate of occupancy has been issued.

Each customer generally shall be allowed no more than one (1) billing adjustment during a three hundred sixty-five (365) day period for leaks on the customers' premises. On occasion two (2) consecutive months may be adjusted if the leak occurs over a two (2) month period. Adjustments can only be calculated on bills issued within ninety (90) days. Should a customer request a leak adjustment, the customer must provide proof of repair. A receipt of purchase of a repair part, signed plumber's affidavit, or copy of receipt from plumber indicating repairs completed will be required.

Calculating Adjustment

The amount of adjustment will be based upon the average bill over the previous twelve (12) months. If twelve (12) months' usage is not available, the amount of adjustment will be based on city-wide average consumption. The customer's average usage is first deducted from the high bill. The new balance is then divided by two (2), and the quotient added back to the average usage, resulting in one half of the high usage becoming the responsibility the customer and one half being absorbed by the City.

Pool Adjustments

Customers are allowed one pool fill adjustment in a three hundred sixty-five (365) day period. A completed pool fill affidavit must be submitted detailing the pool size, date of fill, and total gallons used. Pool fill adjustments are calculated on bills issued ninety (90) days prior for sewer only. Customers are responsible for all the water used to fill the pool.

CITY OF FRANKLIN

Customer Service Policy

MVUD Adjustments

The City of Franklin provides sewer and trash service to many Mallory Valley Utility District (“MVUD”) water customers. If MVUD notifies the City of Franklin that a leak adjustment has been issued to a mutual customer, the City will adjust the customer’s sewer charges according to the City’s leak adjustment policy.

HB&TS Adjustments

The City of Franklin provides sewer and trash service to many HB&TS water customers. If HB&TS notifies the City of Franklin that a leak adjustment has been issued to a mutual customer, the City will adjust the customer’s sewer charges according to it’s the City’s leak adjustment policy.

Milcrofton Adjustments

The City of Franklin provides sewer and trash service to many Milcrofton Utility District water customers. If a Milcrofton customer experiences a water leak, they may apply to the City of Franklin for a sewer adjustment following the City’s leak adjustment policy.

21. Procedures

The Revenue Management Department will implement procedures that are in accordance with this policy.



File #: 21-05240

DATE: September 13, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Bill Squires, Asst. City Attorney

SUBJECT:

Consideration Of COF Contract No. 2023-0116, With DLO Title, LLC, For Title Searches And Reports Used For City Of Franklin's Acquisition Of Real Estate By Voluntary Purchase And Eminent Domain

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning 2023-0116, With DLO Title, LLC, For Professional Services Pertaining To Title Searches And Reports for City use in acquiring real estate for City public works projects and other public purposes.

BACKGROUND/STAFF COMMENTS:

The Law Department uses a rotating on-call list of providers from whom the City obtains title opinions to be used when pursuing easements and rights-of-way for the City and other public works projects. Attorney R. Mark Dougall has been on the on-call list for three to four years from a prior Request for Qualifications, and has been providing the service through the law firm Foreman Watson Holtrey, LLP. Mr. Dougall recently separated his practice into a private firm, Dougall Law Offices, PLLC. The title opinion branch of his firm is called DLO Title, LLC. If approved, Mr. Dougall will continue to provide title opinions for City use, but because the firms have changed the prior agreement must be updated to the new entity, DLO Title, LLC.

FINANCIAL IMPACT:

There is no additional cost for the City to continue using Mr. Dougall's services.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2023-0116.

CITY OF FRANKLIN, TENNESSEE

PROFESSIONAL SERVICES AGREEMENT

(City of Franklin Contract No. 2023-0116)

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is entered into by and between the City of Franklin, Tennessee ("CITY"), and DLO Title, LLC ("VENDOR") for the continued services of Attorney R. Mark Dougall, who mutually agree as follows:

1. CITY issued (a) on November 8, 2017, Purchasing Office Solicitation No. 2018-003, a request for qualifications for professional services pertaining to title searches and reports for the City's voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes, and subsequently (b), Addendum No. 1 to Purchasing Office Solicitation No. 2018-003 (collectively, "SOLICITATION").
2. In response to SOLICITATION, Dougall Law Offices, PLLC, submitted a statement of qualifications for the services of Attorney R. Mark Dougall dated December 15, 2017 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. The SUBMITTAL included CITY's Standard Procurement Terms and Conditions with all necessary contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as part of Attachment No. 1 and are hereby incorporated by reference as if fully set forth herein.
4. Attorney R. Mark Dougall, who shall continue to provide the professional services for CITY as described herein, later moved his practice of law to Foreman Watson Holtrey, LLP. Accordingly, the City and Foreman Watson Holtrey, LLP entered into an agreement for the continued services of Attorney R. Mark Dougall, that agreement being COF Contract No. 2022-0026.
5. Attorney R. Mark Dougall has recently moved his practice of law to DLO Title, LLC, the VENDOR named herein. Because Attorney R. Mark Dougall has changed the business with which his practice is affiliated, the new VENDOR will need to update some of the documents provided to CITY in the original SUBMITTAL. Those updated documents are attached hereto as Attachment No. 2, and are hereby incorporated by reference as if fully set forth herein. To the extent that there is any conflict between the updated documents and those submitted in the original SUBMITTAL, the updated documents shall take precedence.
6. Payment Term; Modification for Complex Work. CITY and VENDOR agree that the fee for all services rendered by Attorney R. Mark Dougall shall remain \$450.00 per title search and report or opinion, such fee being all-inclusive. CITY and VENDOR further agree that, in extraordinary circumstances, and only upon agreement of the parties, a particular request for title research may be deemed "complex." Upon such designation, the parties may negotiate a different rate of pay based upon the complexity or anticipated difficulty of the title opinion request. CITY and VENDOR acknowledge that such designation is anticipated to be highly uncommon, and if agreement upon a negotiated rate cannot be reached, the CITY reserves the right to send the title opinion request to another provider.
7. VENDOR has submitted Certificate(s) of Insurance ("CERTIFICATE(S) OF INSURANCE"), a copy/copies of which is/are attached hereto as part of Attachment No. 2, that meets or exceeds CITY's Insurance Requirements.

CITY OF FRANKLIN, TENNESSEE PROFESSIONAL SERVICES AGREEMENT

(City of Franklin Contract No. 2023-0116)

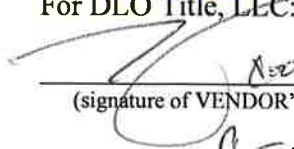
8. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
9. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by VENDOR and the acceptance by CITY of all of the products and/or services ordered from VENDOR, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
10. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, VENDOR may not subcontract any service component of the award except as is indicated in SUBMITTAL.
11. VENDOR has also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as part of Attachment No. 2.
12. CITY executed an agreement on February 5, 2019, with Dougall Law Offices, PLLC, for the purchase of professional services from Attorney R. Mark Dougall pertaining to title searches and reports for the City's voluntary purchase of real estate or its acquisition by eminent domain for City public works projects and other public purposes pursuant to SOLICITATION and SUBMITTAL, and later renewed the award to Attorney R. Mark Dougall through Foreman Watson Haltrey, LLP. The City hereby again renews the award with R. Mark Dougall through VENDOR, DLO Title, LLC.
13. Because the original agreement for services with R. Mark Dougall provided for a term of three (3) years with two (2) possible extensions of one (1) year, and because the initial term of three (3) years expired and one (1) renewal was agreed upon by the parties, the term of this award shall commence upon execution of this AGREEMENT and shall expire one (1) year from the effective date of this AGREEMENT, being the second renewal.
14. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) UPDATED DOCUMENTS IN ATTACHMENT NO. 2; (d) SOLICITATION; and (e) the original SUBMITTAL.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT**

(City of Franklin Contract No. 2023-0116)

EXECUTED THIS 30 DAY OF August 2023.

For DLO Title, LLC:


(signature of VENDOR'S authorized representative)

TITLE: CEO

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

William E. Squires, Assistant City Attorney for CITY

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
(City of Franklin Contract No. 2023-0116)

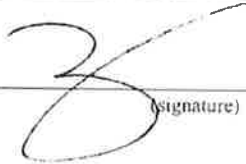
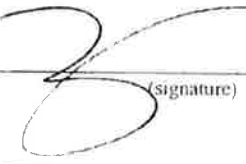
Attachment No. 1

Excerpts from SUBMITTAL
By Dougall Law Offices
For Services of Attorney R. Mark Dougall

Response Submittal Form
a form required to be completed by respondents to
City of Franklin, Tennessee
Purchasing Office Solicitation No.: 2018-003

Respondent's name, street address, and mailing address (if different):	Dougall Law Offices, PLLC 101 SE Parkway Court Suite 220 Franklin, TN 37064
Respondent's contact person's name (printed), title, telephone number and e-mail address:	R. Mark Dougall Sole Member 615-369-8180
Does the respondent take any exceptions to the City's procurement solicitation?	☒ Yes, see enclosed. ☐ No, respondent takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☒ Yes, see enclosed. ☐ No, respondent takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to respondent?	☒ Yes. ☐ No, respondent requests the following payment terms: _____
Last date (no sooner than February 28, 2018) that submittal is valid and may be accepted by the City:	April 15, 2018
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which electronic payment method would the respondent prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.

Response Submittal Form
a form required to be completed by respondents to
City of Franklin, Tennessee
Purchasing Office Solicitation No.: **2018-003**

Respondent's name:	Dougall Law Offices, PLLC
Are the following included with this Response Submittal Form in the submittal? - Detailed respondent-supplied statement of qualifications responsive to Request for Qualifications; - Identification, listing and description of any exceptions to the procurement solicitation; - City of Franklin Standard Procurement Terms and Conditions, with the respondent's contact information inserted; - Respondent's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - Affidavit of Non-Collusion, executed in full; and - Affidavit of Title VI Compliance, executed in full.	☒ Yes, see enclosed. ☐ No, respondent chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the submittal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its response, it is the responsibility of each potential respondent to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☒ Addendum No. <u>1</u> ☐ Addenda Nos. _____ ☐ No addenda.
Subscription and affirmation of respondent's authorized representative: By submission of this response, each submitter and each person signing on behalf of any submitter certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each submitter is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of respondent's authorized representative: I affirm that I am authorized by the respondent to sign this Response Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the response submitted herewith.	 (signature)
Title of respondent's authorized representative:	Sole Member
Date of signatures:	11-21-17



Dougall Law Offices, PLLC
101 SE Parkway Court, Suite 220
Franklin, TN 37067

Via Hand Delivery

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, TN 37065

**Re: Request for Qualifications No. 2018-003
Listing of References**

To Whom It May Concern:

Pursuant to the above-referenced RFQ, paragraph 11.8, please consider this my firm's statement of qualifications.

- i. Dougall Law Offices, PLLC ("DLO") is a member managed professional limited liability company formed in Tennessee. The company is managed by the sole-member and Tennessee licensed attorney, R. Mark Dougall. Mark Dougall has been licensed to practice law in Tennessee since 1993, has never been the subject of any disciplinary action. Mark Dougall has focused his practice on real estate since 2002, and has owned and/or managed title companies since 2005. DLO's title company affiliate, DLO Title, LLC employs two highly qualified paralegals with decades of combined experience in real estate title examination.
- ii. Mark Dougall has been providing real estate title opinions since 2002, (see resume attached).
- iii. DLO has never provided services to any Tennessee municipality other than the City of Franklin.
- iv. DLO has provided services to the City of Franklin during the years 2012-2015. DLO fully understands the scope of work required by the City of Franklin and has the knowledge, experience, resources, staff, and equipment to perform any and all work referred to it pursuant to this RFQ.
- v. The firm accepts and intends to comply with all provisions of the City's RFQ 2018-003; provided, however, the City must understand that a Title

Service, Service, Service!SM

101 SE PARKWAY COURT / SUITE 220 / FRANKLIN, TN 37064

615.369.8180 / 615.216.8505 FAX

WWW.DLO.CC

Opinion is not a substitute for a policy of title insurance. If the City intends to move forward with a project, and decides it must be covered for any loss which may arise if the Title Opinion contains any errors, the City must purchase title insurance. In addition, the firm's current professional liability limits are \$1.5 million in the aggregate (\$500,000 per occurrence). The policy will be renewed in July 2018 with \$1 million combined limits.

REFERENCES:

1. **Joe Taylor**, General Counsel, Franklin American Mortgage, 501 Corporate Centre Drive, Suite 400, Franklin, TN 37067, (615) 468-3448, jtaylor@franklinamerican.com
2. **William J. Burke**, Vice President, Synovus Mortgage Corp., 9050 Carothers Parkway, Franklin, TN 37067, (615) 519-0376, williamburke@bankofnashville.com
3. **Lee LaGraize**, Vice President, Fidelity National Title Insurance Company, 6840 Carothers Parkway, Suite 200, Franklin, TN 37067 (615) 390-8615, lee.lagraize@fnf.com

I appreciate the opportunity to make this submission. If you have any questions or comments about this letter or the enclosures, please feel free to call me.

Very truly yours,

DOUGALL LAW OFFICES, PLLC



R. Mark Dougall, Sole Member

R. MARK DOUGALL
101 SE PARKWAY COURT, SUITE 220
FRANKLIN, TN 37064
DIRECT (615) 369-8181
MOBILE (615) 397-6275
FAX (615) 216-8505

E-MAIL: MARK@DLO.LLC

DOUGALL LAW OFFICES, PLLC, FOUNDER SOLE MEMBER, *Franklin, TN* 1998 -Present

- Have provided legal services to individuals, commercial entities, and City of Franklin.
- During first ten years of practice enjoyed a successful complex commercial litigation practice. In succeeding years, used trial experience to counsel clients to successfully structure agreements and transactions and to avoid or manage litigation.
- Manage all facets of law firm's affiliated title agency. Responsibilities include oversight of all facets of over eight thousand insured real estate transactions, oversight of all day to day operations, oversight of strict regulatory compliance, human resources, vendor agreements, and development and maintenance of client relationships.
- Focused practice: Real Estate, Business Planning, Estate Planning.
- Draft and negotiate all forms of agreements related to focused practice areas.

DLO TITLE, LLC, CEO, *Franklin, TN* 2011-Present

- Manage title agency affiliate of Dougall Law Offices, PLLC, which closes and/or insures commercial and residential property transactions. Oversee closing of real estate transactions, receipt and disbursement of escrow funds, and issuance of title insurance policies and endorsements.
- Responsible for compliance with all governmental and banking institution requirements. DLO Title, LLC, is third-party certified as compliant with ALTA Best Practices.
- Responsible for overseeing technology infrastructure to keep it state of the art, secure, useful, and user friendly, deployed through our dedicated IT professional.
- Responsible for daily review of escrow accounts and reviewing three-way reconciliation reports. DLO Title has never had an escrow anomaly.
- DLO Title is one of the very few title agencies in Middle Tennessee authorized and approved by our underwriter (Chicago Title Insurance Company) to handle both residential and large commercial closings.

OVERLAND TITLE COMPANY, LLC, CEO, *Franklin, TN* 2005-2011

- Co founder of Overland Title. Managed massive growth from inception through late 2007, increasing monthly order count from 20 to 250, making it the fastest growing title company in Tennessee during the period.
- Responsible for successful, seamless winding down of Overland Title after dissolution of partnership.

WEAVER & DOUGALL, ATTORNEYS, PARTNER, *Nashville*

1996-1998

- Partner in boutique entertainment / intellectual property law firm. Represented major record labels, publishing companies, recording artists, songwriters, and artist managers.
- Prosecuted intellectual property litigation in federal courts in New York, Georgia, California, and Tennessee.

BREWER, KRAUSE, BROOKS & MILLS, ATTORNEYS, ASSOCIATE, *Nashville*

1995-1996

- Associate in large Nashville insurance defense law firm. Tried and settled simple and complex insurance cases.

LAW OFFICES OF JAMES E. ZWICKEL, ASSOCIATE, *Nashville*

1993-1995

- Associate in boutique complex litigation firm. Tried and settled cases in state and federal courts and in the United States Sixth Circuit Court of Appeals.

EDUCATION

INDIANA UNIVERSITY, BLOOMINGTON, INDIANA

DOCTOR OF JURISPRUDENCE, 1993

Federal Communications Law Journal, Executive Editor

Class Graduation Speaker Nominee

Dean's Honors recipient

S. D. Eskenazi Fellow

H. M. Strong Scholar

Member of Academic Regulations Committee (Appointed by Dean)

Co-founder and vice-president of Entertainment and Sports Law Society

GEORGIA INSTITUTE OF TECHNOLOGY, ATLANTA, GEORGIA

BACHELOR OF SCIENCE IN MANAGEMENT, 1990

CERTIFICATE (MINOR) IN PROFESSIONAL AND TECHNICAL COMMUNICATION, 1990

Dean's List Graduate

Lockheed Aircraft Corporation / Robert E. Gross Scholar

I. L. Kunian Scholar

Georgia Tech Scholar

L. M. Fitten Scholar

Lowry Scholar

L I C E N S U R E S

LICENSED TO PRACTICE LAW IN TENNESSEE (1993)
ADMITTED TO PRACTICE BEFORE ALL TENNESSEE STATE COURTS (1993)
ADMITTED TO PRACTICE IN FEDERAL COURT FOR MIDDLE DISTRICT OF TENNESSEE (1994)
ADMITTED TO PRACTICE IN U.S. SIXTH CIRCUIT COURT OF APPEALS (1994)
LICENSED TENNESSEE TITLE INSURANCE PRODUCER
LICENSED TENNESSEE LIFE INSURANCE PRODUCER
TENNESSEE SUPREME COURT APPROVED CIVIL TRIAL MEDIATOR

P E R S O N A L

LEADERSHIP MEMBER OF MIDDLE TENNESSEE TITLE AGENCY ASSOCIATION
MEMBER OF ADVISORY BOARD, YMCA OF COOL SPRINGS (2008-12)
FOUNDING MEMBER OF THE RECORDING ARTISTS' COALITION: PART OF SUCCESSFUL EFFORT TO IMPLEMENT CHANGE TO FEDERAL COPYRIGHT LAW BENEFITING RECORDING ARTISTS (2001-02).
EXECUTIVE MEMBER OF NASHVILLE SPORTS COUNCIL AND TENNFL COMMITTEE AS PART OF SUCCESSFUL ALLIANCE TO BRING PROFESSIONAL SPORTS TO NASHVILLE (1995-1998).
MEMBER OF WILLIAMSON COUNTY BAR ASSOCIATION
MEMBER OF MENSA
RESIDE IN THOMPSONS STATION, TENNESSEE
DEDICATED FATHER OF TWO WONDERFUL CHILDREN

R E F E R E N C E S

AVAILABLE UPON REQUEST

Exception(s) to Response Submittal Form

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2018-003

Respondent: Dougall Law Offices, PLLC

Exception to indemnification agreement. Will not indemnify against loss or damage that would have been covered by policy of title insurance. Exception to paragraph 9 of Procurement Agreement. Indemnity Agreement to be modified consistent with the immediately preceding sentence.

LAW DEPARTMENT

Shauna R. Billingsley, Esq.
City Attorney
Also Licensed in Texas



**HISTORIC
FRANKLIN
TENNESSEE**

DATE _____

Re: Engagement Letter for Legal Services Relating to Title Searches

Dear _____:

We would be pleased to retain your firm as outside counsel in connection with the above referenced matters. Your firm may be retained pursuant to the City of Franklin Code of Ordinances. In addition to the following, the terms of representation are contained in the *City of Franklin Law Department Policy and Procedures for Outside Counsel* (the "*Policy*") attached to this letter. Please familiarize yourself with the requirements contained in the *Guidelines* and ensure that all personnel working on City of Franklin matters are familiar with them as well. By continuing to undertake further representation, you are agreeing to abide by the terms of the *Policy*.

Please identify an individual to serve as a Principal Client Contact as required under the *Policy*. This person will serve as the Law Department's main point of contact for this engagement. It is also important that you keep the City Attorney's office informed regarding all aspects of the work in accordance with the requirements set out in the *Policy*. You are required to submit to our office, via e-mail, a litigation status report every 6 months, using the attached chart. We will provide it to you electronically at the e-mail address you provide. Please note that all bills should be submitted to my attention with a copy to the appropriate department involved. Please use the name of the matter on your bills, and bill each matter separately from any other work you are performing for the City. For all billing inquiries, please provide us with a business office contact.

Pursuant to City of Franklin Purchasing Solicitation 2018-003, title searches should be billed at a rate of \$450 per search and report. Note that the *Policy* requires that you receive recommendation from City Attorney Shauna Billingsley. By signing this engagement letter, you are agreeing to the terms contained in this letter, the *Policy*, and the City of Franklin Purchasing Solicitation 2018-003.

We look forward to working with you on this matter to provide the highest level of legal services to the citizens of the City of Franklin.

Sincerely,

Shauna Billingsley
City Attorney

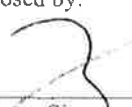
Attachment: 1) City of Franklin Law Department Policy and Procedures for Outside Counsel
2) Outside Counsel Litigation Case Status Form



HISTORIC
FRANKLIN
TENNESSEE

of IRM to page 2

PLEASE FILL OUT THE FORM BELOW AND RETURN

Rates/hour or contract rate		Principal Client Contact Information
Attorney (includes partners)	\$ /	Name: <u>R. Mark Dougall</u>
Associates	\$ /	Telephone: <u>615-369-8180</u>
Paralegals	\$ /	E-mail: <u>Title@DLO.cc</u>
Copying costs	\$ /	Other information:
Other TITLE SEARCHES	\$450.00/opinion letter	
Proposed by:  _____ Attorney Signature		Accepted by: _____ Eric S. Stuckey City Administrator
Firm Date: <u>11-21-17</u>		Date: _____

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, R. Mark Dougall, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Dougall Law Offices, PLLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature] Sole Member
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 21 day of November, 2017
[Signature] Commission Expires: _____
(Notary Public)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018_003)



Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, R, Mark Dougall, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Dougall Law Offices, PLLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Sole Member
(title of Affiant)

Sworn and subscribed to before me this 21 day of November, 2017

[Signature]
(Notary Public)

Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2018_003
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615-550-0079
E-mail: purchasing@franklintn.gov

In the case of Vendor:

Dougall Law Offices, PLLC
Attn: R. Mark Dougall

2018_003
101 SE Parkway, Ste 220
Franklin, TN 37064
Phone: 615-369-8180
Fax: 615-216-8505
TITLE@DLO.CC

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. **Confidentiality and Proprietary rights.** Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. **Derivative Works.** To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. **Arbitration/Mediation.** No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
8. **Waiver.** Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
9. **Warranties/Limitation of Liability/Waiver.** 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 Vendor to limit its liability shall be void and unenforceable.
10. **Severability.** If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. **Precedence.** In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. **Indemnification.** Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. **Additions/Modifications.** If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. **Applicable Law; Choice of Forum/Venue.** These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are 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 choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. **Termination.** Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. **Breach.** Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("**Severability**") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. **Default.** If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. **Entire Agreement.** These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement 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 these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. **Survival.** These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.



MINNESOTA LAWYERS MUTUAL

INSURANCE COMPANY



CERTIFICATE OF INSURANCE

ISSUE DATE 07/25/18

333 South Seventh Street
Suite 2200
Minneapolis, MN 55402
612-341-4530 or 800-422-1370
FAX 800-305-1510

THIS CERTIFICATE OF INSURANCE IS FOR INFORMATIONAL PURPOSES ONLY. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY(IES)

Named Insured	Company Providing Coverage
Dougall Law Offices PLLC 101 SE Parkway Ct Ste 220 Franklin, TN 37064	Minnesota Lawyers Mutual Insurance Co. 333 South Seventh Street Suite 2200 Minneapolis, MN 55402

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Lawyers Professional Liability	18787 15	7/23/2018 to 7/23/2019	\$1,000,000 per claim \$3,000,000 aggregate

Special Items

Certificate Holder	Cancellation
City of Franklin 109 3rd Avenue South Franklin, TN 37064	IF ANY OF THE POLICIES LISTED ABOVE ARE CANCELLED PRIOR TO THE POLICY EXPIRATION DATE, MINNESOTA LAWYERS MUTUAL INS. CO. WILL ENDEAVOR TO PROVIDE THE CERTIFICATE HOLDER WITH WRITTEN NOTICE WITHIN 30 DAYS, BUT FAILURE TO PROVIDE SUCH NOTICE WILL NOT IMPOSE LIABILITY OF ANY KIND UPON MINNESOTA LAWYERS MUTUAL INS. CO., ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2018-003

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITATION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

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Purchasing Office Solicitation No.: 2018-003

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

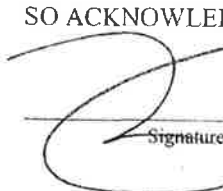
PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:


Signature of authorized representative of Vendor
Douglass (an officer) PWC

6.27.18
Date

Employee's signature
(to be signed by each employee at the time of commencement of services)

Date

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

On behalf of Bidder/Proposer, R. Mark Douglas agrees that:
(printed name of person signing Agreement)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Douglas Law Offices, PLLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

[Signature]
(signature of person whose printed name appears above)

Sole Member
(title of person whose printed name appears above)

Sworn and subscribed to before me this 27 day of June, 20 18

E. Mannix
(Notary Public)



My Commission Expires: 1-8-2019

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2018 003)

Form revised 12/12/2016

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
(City of Franklin Contract No. 2023-0116)

Attachment No. 2

Updated Submittal Documents From
VENDOR
DLO TITLE, LLC
For Continued Services of Attorney R. Mark Dougall

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, R. Mark Douglas, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
DDO TITUS, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

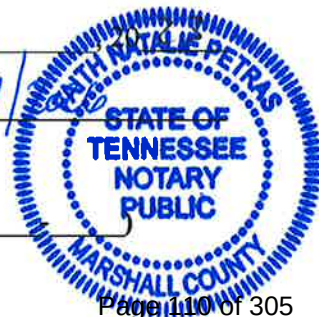
CEO
(title of Affiant)

Sworn and subscribed to before me this 30 day of August

[Signature]
(Notary Public)

My Commission Expires: 7/7/2025

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____)



Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, R. Monn Dougan, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Deputy Manager of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
DLO TITLE, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

CEO
(title of Affiant)

Sworn and subscribed to before me this 30 day of August, 2023

[Signature]
(Notary Public)

My Commission Expires: 7/7/24



Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor 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.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. ____ - ____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

DLO TITLE, LLC
ATTN: R. MARK DOUGAL

101 SE PARKWAY COURT
SUITE 220

FRANKLIN, TN 37064

Fax: 615-216-8505

MARK@DLOTITLE.COM

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
10. Warranties/Limitation of Liability/Waiver. 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 Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are 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 choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. **Breach.** Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the “**Severability**” section above, and may also have such other remedies as it may be entitled to in law or in equity.
18. **Default.** If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. **Entire Agreement.** These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement 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 these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.
20. **Survival.** These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: _____

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITATION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

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3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
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6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

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Purchasing Office Solicitation No.: _____

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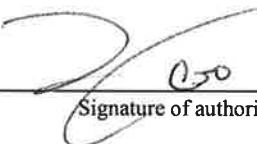
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Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:



Signature of authorized representative of Vendor

8.30.2023

Date

Employee's signature
(to be signed by each employee at the time of commencement of services)

Date

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

On behalf of Bidder/Proposer, R. Mann D. Jones agrees that:
(printed name of person signing Agreement)

1. He or she is the Sole Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
DLD TITLE, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

[Signature]
(signature of person whose printed name appears above)

CEO
(title of person whose printed name appears above)

Sworn and subscribed to before me this 30 day of August, 2023
[Signature] My Commission Expires: 7/7/2026
(Notary Public)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____)

Form revised 12/12/2016





File #: 21-05247

DATE: September 14, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Discussion Regarding Capital Investment Plan Update

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Historically, the Board of Mayor and Alderman have revisited the Capital Investment Program (CIP) every 2-3 years to evaluate both short and long term priority projects. The City of Franklin defines a Capital Improvement Plan as a document issued separately but in coordination with the budget document, the CIP is the plan or schedule of project expenditures for public facilities and infrastructure (buildings, roads, parks, etc.), with estimated project costs, sources of funding, and timing of work over a ten-year period. Generally, projects over \$500,000 are included in the CIP. Over the next few months, staff will present potential capital projects, broken down into 5 categories that include Emergency Services, General Services, Parks and Recreation, Stormwater and Transportation. Staff will start with transportation projects and additional meetings will be scheduled to review the other categories. In addition, meetings will be scheduled to review funding capacity, discuss BOMA's prioritization of projects and ultimately finalize the FY2024-2033 CIP.

FINANCIAL IMPACT:

No financial impact at this time.

RECOMMENDATION:

No recommendations at this time.



Capital Projects Transportation

August 30, 2023

Capital Project Discussion

Agenda



- **Transportation Score Card Review**
- **Review of Unfunded Projects**
- **Discussion**



Capital Investment Program (CIP)

FY 2024 Potential Projects

Purpose of Capital Investment Program (CIP):

Forecast and match projected revenues and major capital project needs over a ten (10) year period and strengthen the linkage between community infrastructure needs and the financial capacity of the City.



73 Total Projects - \$1,071,370,964

5 Categories Include:

Emergency Services	8 Projects	\$50,025,000
General Services	2 Projects	\$100,300,000
Parks and Recreation	23 Projects	\$162,227,200
Stormwater	4 Projects	\$19,422,099
Transportation	36 Projects	\$739,396,665

Staff will prioritize the projects and rank them between 1 and 4 stars. **BOMA selects 5-star priority projects for funding.**

Capital Investment
Program

FY 2024
Potential Projects



Capital Investment Program (CIP)

FY 2024 Potential Projects



City of Franklin Strategic Plan

- Theme: A Safe Clean and Livable City
- Theme: An Effective and Fiscally Sound City Government Providing High Quality Service
- Theme: Quality Life Experiences
- Theme: Sustainable Growth and Economic Prosperity



- Economic Development
- Traffic congestion
- Safety

Capital Investment Program (CIP)

FY 2024



Capital Investment Plan

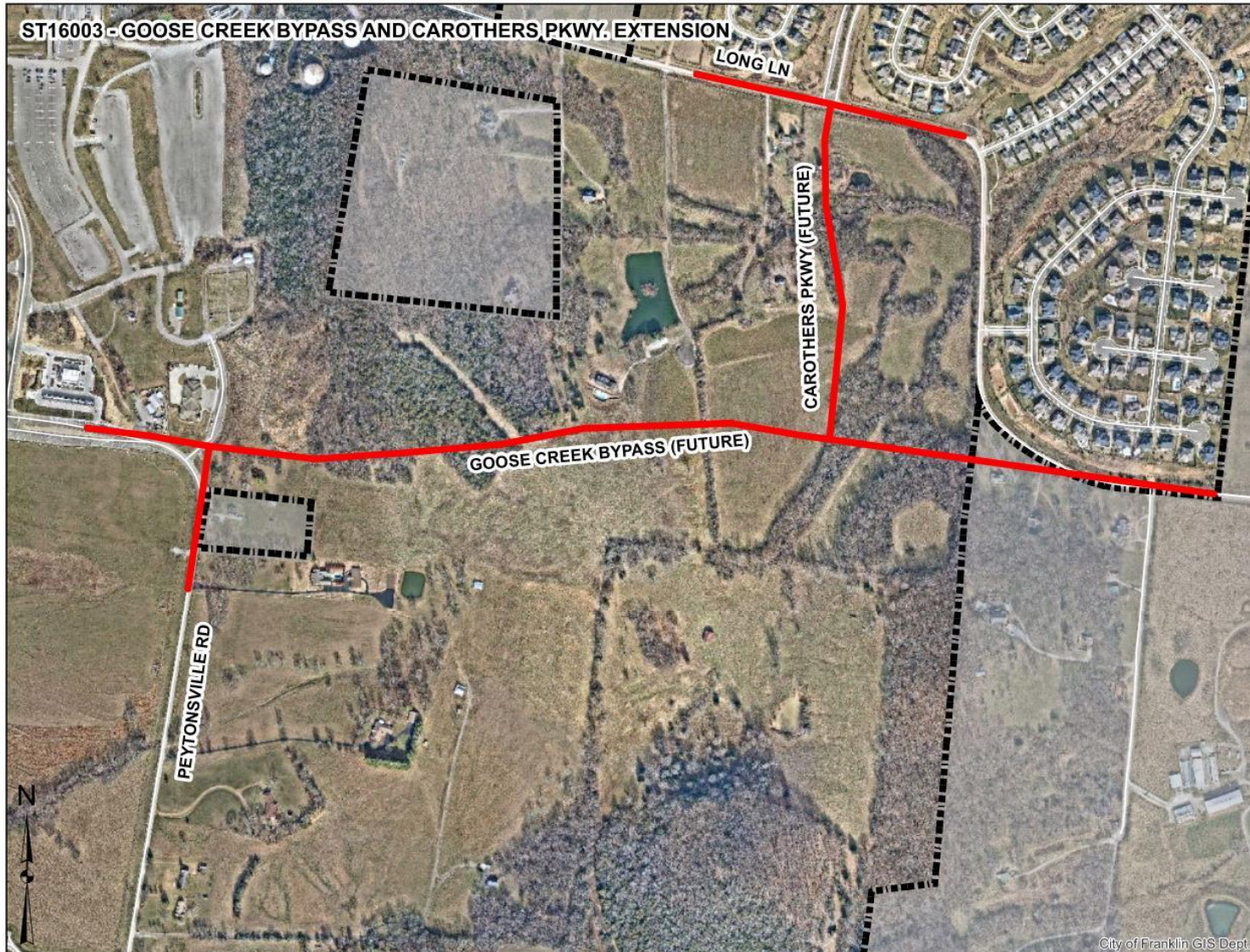
Scorecard as of July 2023

Project	Category	Revised Budget	Spent to Date	Completion Date	Project Phase				
					Design	Right-Of-Way	Bidding	Construction	Complete
McEwen Drive Interchange Modifications	Transportation	\$ 807,792	\$ 807,792	2022					●
Franklin Road	Transportation	\$ 15,000,000	\$ 14,499,509	2023					●
96 West Trail	Transportation	\$ 5,890,103	\$ 5,890,103	2023					●
Major Road Resurfacing	Transportation	\$ 8,425,000	\$ 8,425,000	2022					●
Bundled Bridge Projects	Transportation	\$ 3,863,035	\$ 395,639	2024				●	
Jordan Road (Aspen Grove Dr-Mallory Ln)	Transportation	\$ 3,541,764	\$ 429,764	2025		●			
McEwen Phase 4	Transportation	\$ 47,000,706	\$ 4,750,741	2027		●			
Lewisburg Ave Sidewalk Improvements (Collins Farm - West of Stewart St)	Transportation	\$ 4,156,145	\$ 89,479	2026		●			
Church St. (Columbia to 1st Ave S)	Transportation	\$ 16,532,450	\$ 390,784	2028	●				
Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	\$ 21,723,895	\$ 723,895	2028	●				
Long Ln and Old Peytonsville Rd Connector	Transportation	\$ 45,735,967	\$ 5,202,633	2029	●				
E McEwen Dr. Ext. (Wilson Pike to City Limits)	Transportation	\$ 19,800,687	\$ 1,120,687	2028	●				
Lewisburg Pike Trail (Carriage Park - Collins Farm)	Transportation	\$ 4,189,479	\$ 89,479	TBD	●				
Lewisburg Pike Trail (SR397-Carriage Park Dr.)	Transportation	\$ 5,389,479	\$ 89,479	TBD	●				
Main St Sidewalk Repair Project	Transportation	\$ 3,013,164	\$ 13,164	2028	●				
Del Rio Pike Culvert Replacement	Transportation	\$ 1,450,000	\$ 31,855	2025	●				
Peytonsville Rd & Pratt Ln Int. Improvements	Transportation	\$ 14,100,000	\$ -	2028	●				
Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	Transportation	\$ 4,800,000	\$ -	TBD	●				
Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	Transportation	\$ 20,000,000	\$ -	2028	●				



Capital Project Discussion

Goose Creek Bypass and Carothers Pkwy. Extension (ST16003)

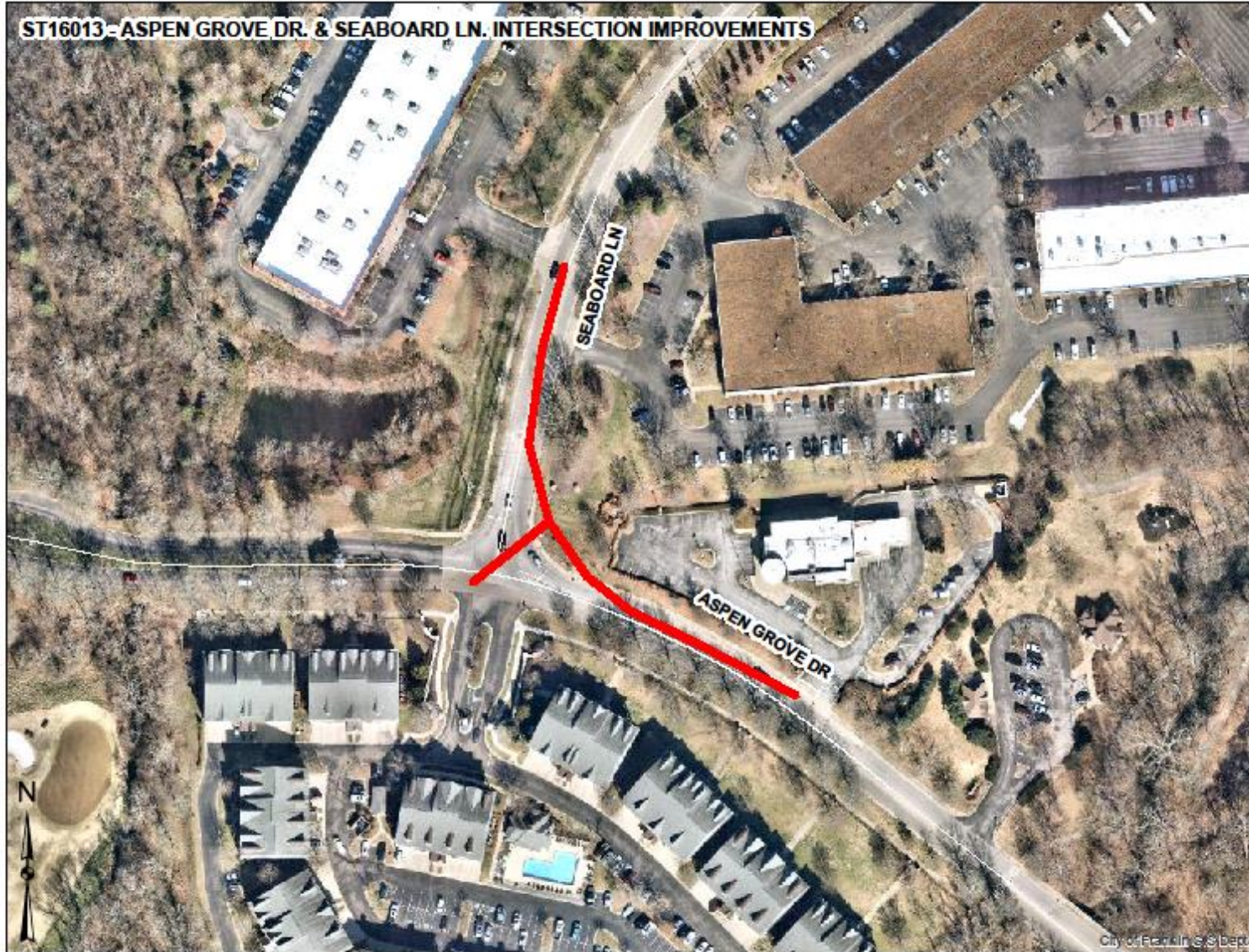


Design/Planning	\$3,800,000
ROW/Easements	\$4,600,000
Construction / CEI	\$31,600,000
Total	\$40,000,000

- Priority – 4 Star Project
- Provides connectivity of Major Arterial Roadways
- The Goose Creek area is a short term growth opportunity to support economic development.
- Improvements will support existing developments along Carothers Parkways.

Capital Project Discussion

Aspen Gove Dr. & Seaboard Ln. Intersection Imp. (ST16013)



Design/Planning	\$300,000
ROW/Easements	\$800,000
Construction / CEI	\$2,300,000
Total	\$3,400,000

- Priority – 1 Star Project
- This intersection has significant AM and PM peak hour delays.
- These improvements would help move local traffic more efficiently during peak hours.

Capital Project Discussion

Carothers Parkway (S. Carothers Rd. to SR 96) (ST16015)



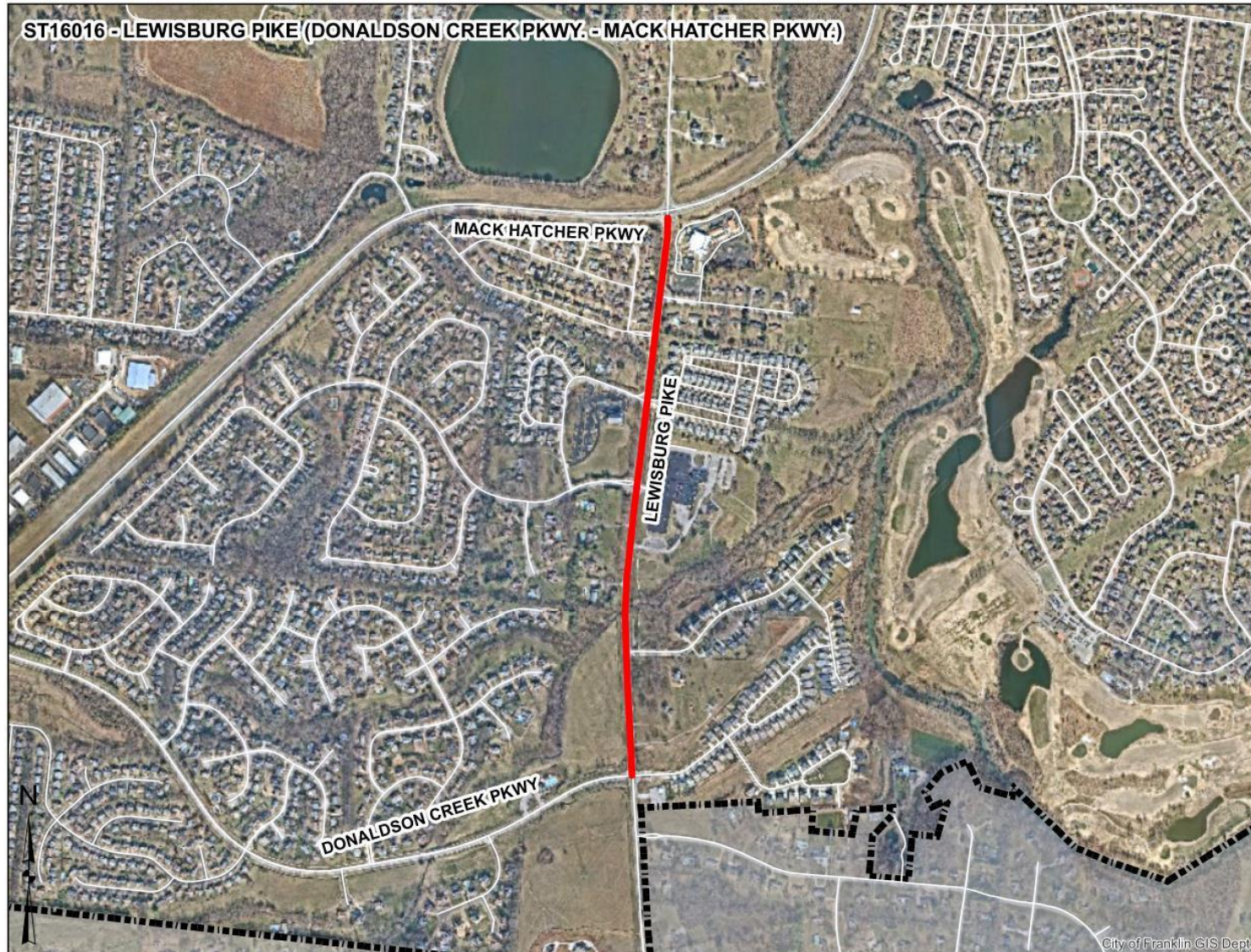
Design/Planning	\$2,800,000
ROW/Easements	\$4,100,000
Construction / CEI	\$23,000,000
Total	\$29,900,000

- Priority – 3 Star Project
- Widening of Carothers Parkway should start at either the SR-96 Interchange or the Goose Creek Interchange.
- Improvements will support existing developments along Carothers Parkways.



Capital Project Discussion

Lewisburg Pike (Donaldson Creek Pkwy – Mack Hatcher Pkwy) (ST16016)

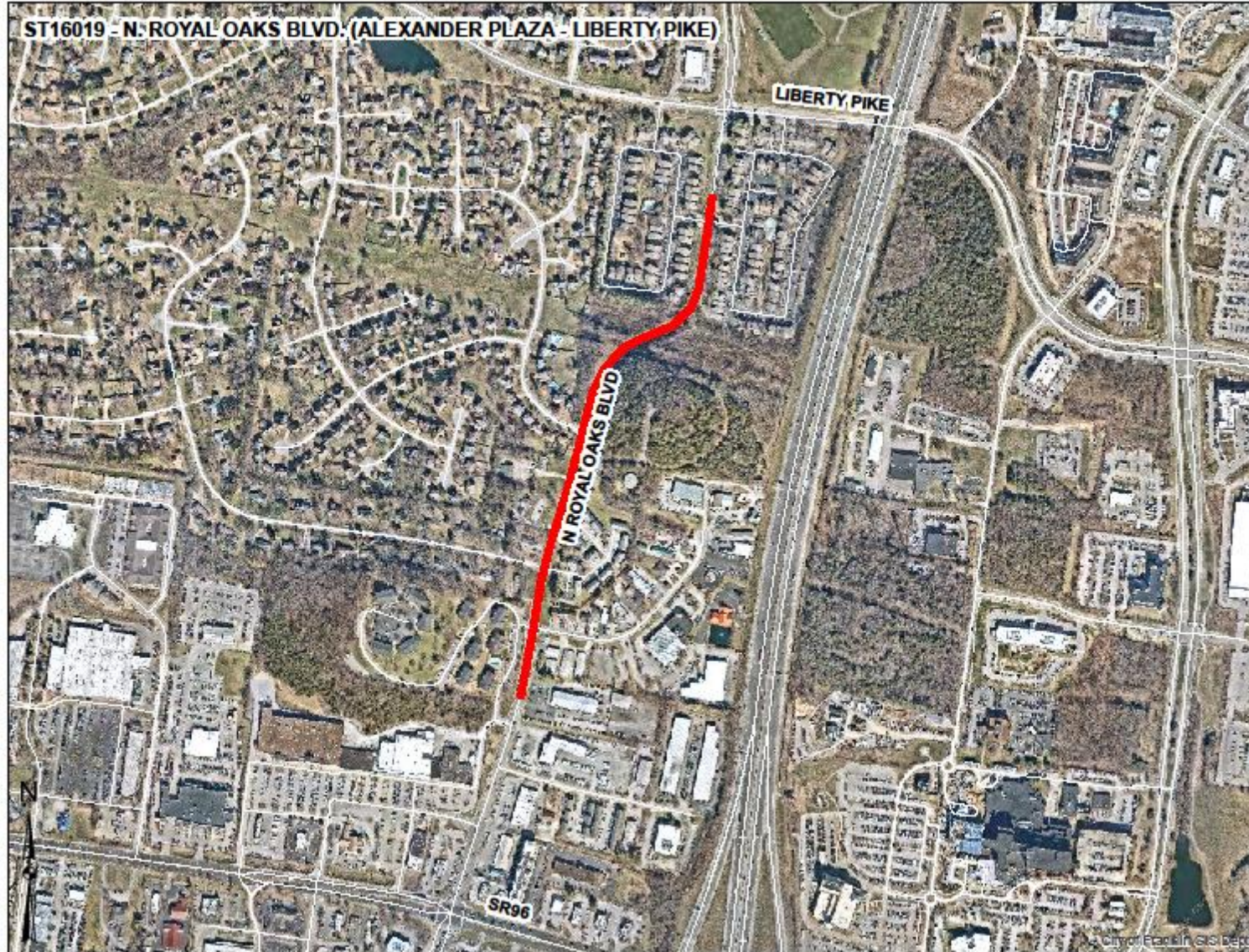


Design/Planning	\$2,100,000
ROW/Easements	\$3,200,000
Construction / CEI	\$17,500,000
Total	\$22,800,000

- Priority – 3 Star Project
- The City of Franklin is actively working with TDOT and MPO to identify funding.
- This project is included in the RTP but did not make the funding list for 2021-2045.
- The City should not proceed with this project unless the State/FHWA are willing to participate.

Capital Project Discussion

N. Royal Oaks Blvd (Alexander Plaza – Liberty Pike) (ST16019)

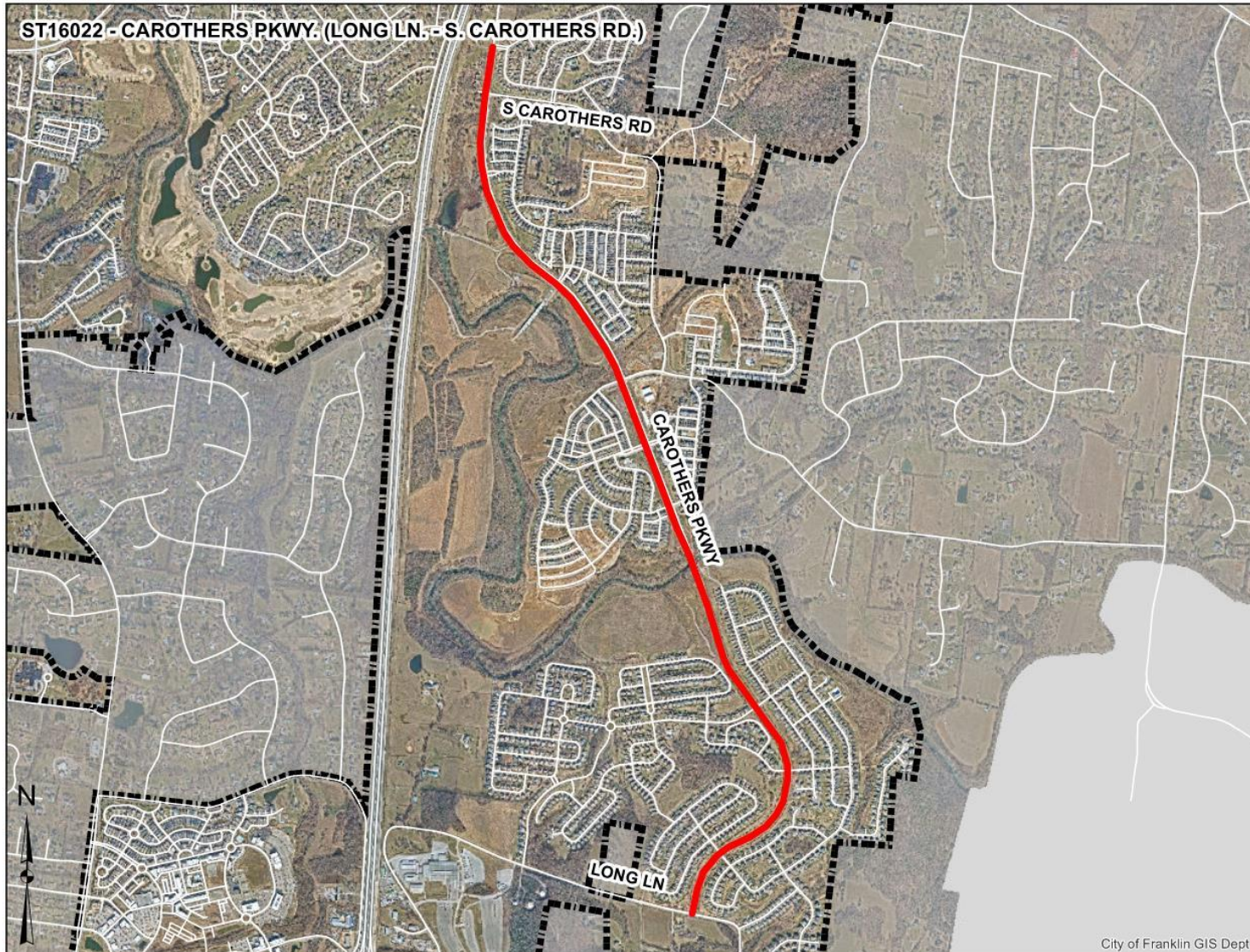


Design/Planning	\$1,400,000
ROW/Easements	\$4,300,000
Construction / CEI	\$11,300,000
Total	\$17,000,000

- Priority – 2 Star Project
- This is the one section of Mallory/Royal Oaks that has not been widened to 4-5 lanes.
- Liberty/Mallory/N Royal Oaks Blvd Intersection should be completed prior to moving forward with this project.

Capital Project Discussion

Carothers Parkway (Long Ln – S. Carothers Road) (ST16022)

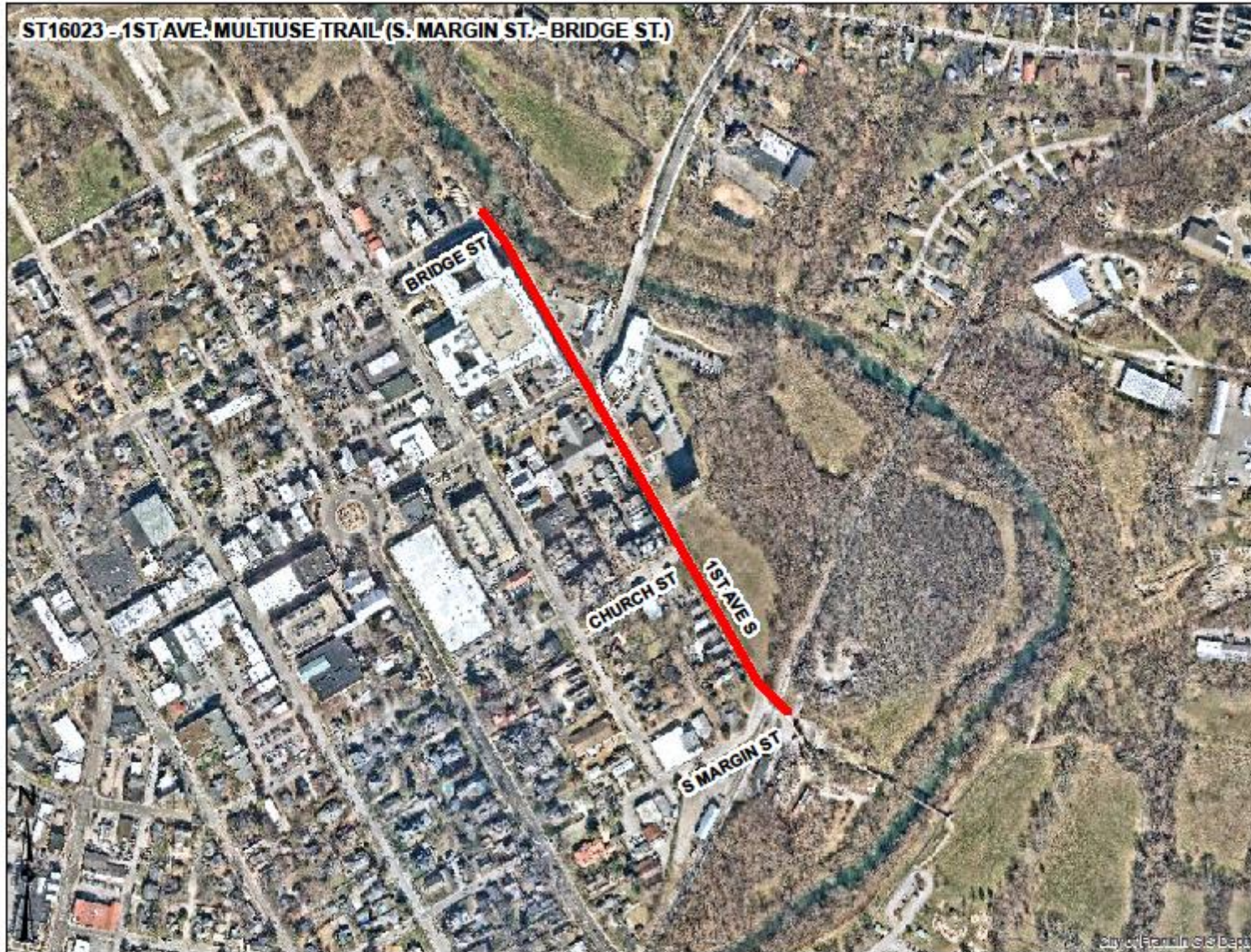


Design/Planning	\$1,300,000
ROW/Easements	\$500,000
Construction / CEI	\$21,700,000
Total	\$23,500,000

- Priority – 2 Star Project
- Widening should initially start at the SR96 Interchange or Goose Creek Interchange.
- This project would support existing and approved developments.

Capital Project Discussion

1st Ave Multiuse Trail (S Margin St. – Bridge St.) (ST16023)

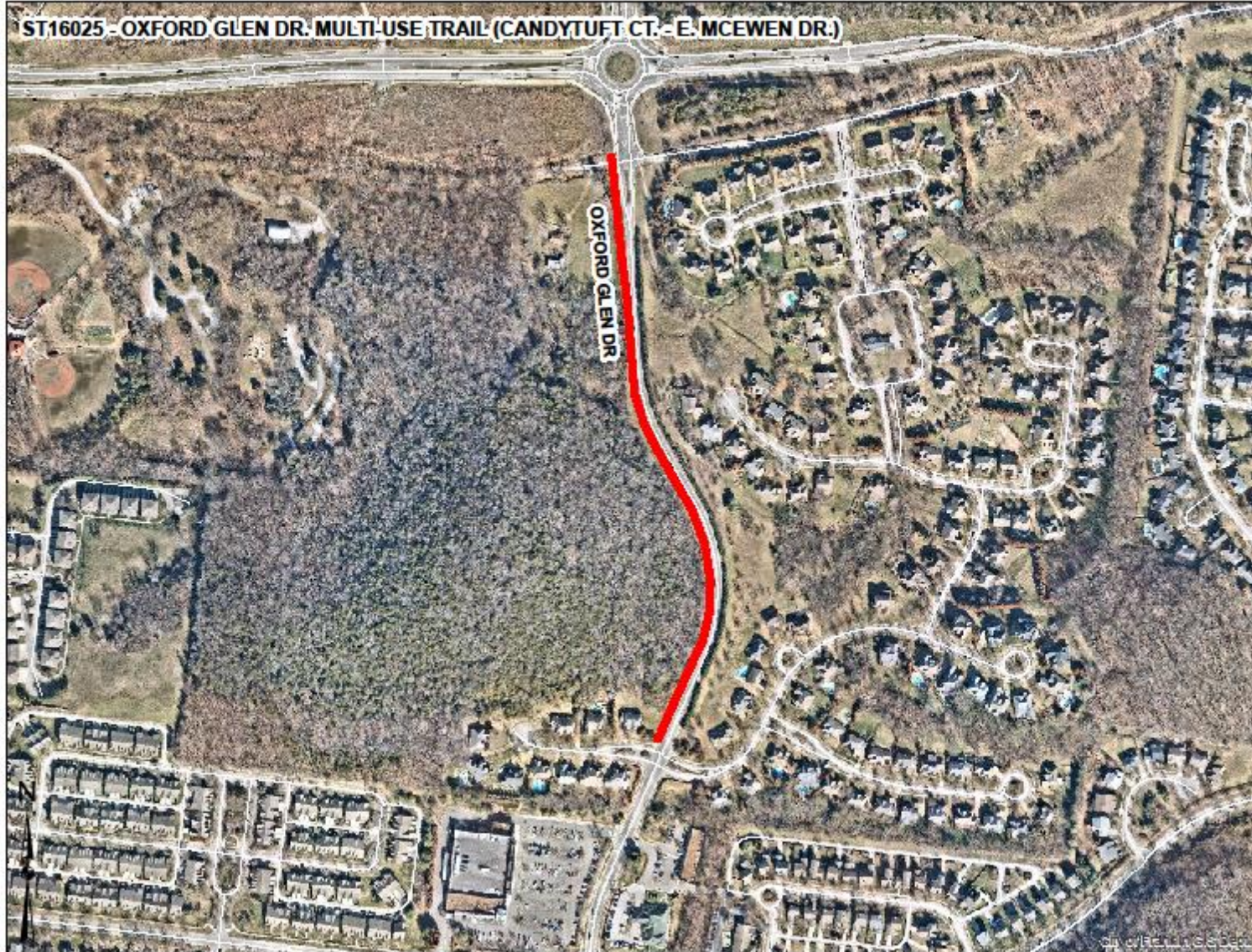


Design/Planning	\$200,000
ROW/Easements	\$500,000
Construction / CEI	\$1,500,000
Total	\$2,200,000

- Priority – 1 Star Project
- This project would improved pedestrian connectivity in the historic downtown area. Eventually connecting Pinkerton Park to Bicentennial Park.

Capital Project Discussion

Oxford Glen Dr. Trail (Candytuft Ct. – E. McEwen Dr.) (ST16025)

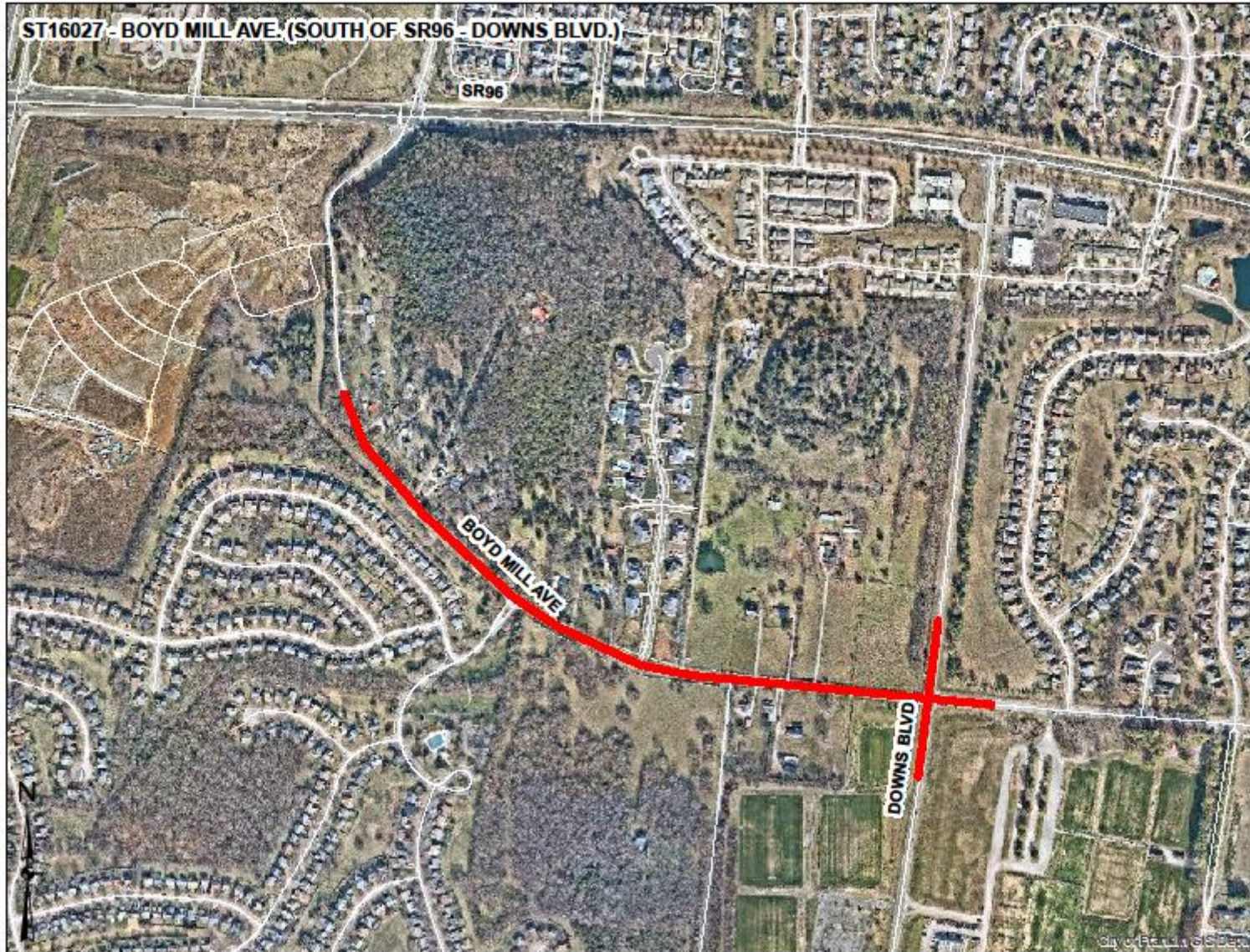


Design/Planning	\$100,000
ROW/Easements	\$400,000
Construction / CEI	\$600,000
Total	\$1,100,000

- Priority – 1 Star Project
- This is a sidewalk gap project requested by the HOA's in the area.
- To help move this project forward the HOA should work with the City to dedicate the necessary ROW and the City should look to use GAP funding to complete this project.

Capital Project Discussion

Boyd Mill Ave (South of SR96-Downs Blvd) (ST16027)

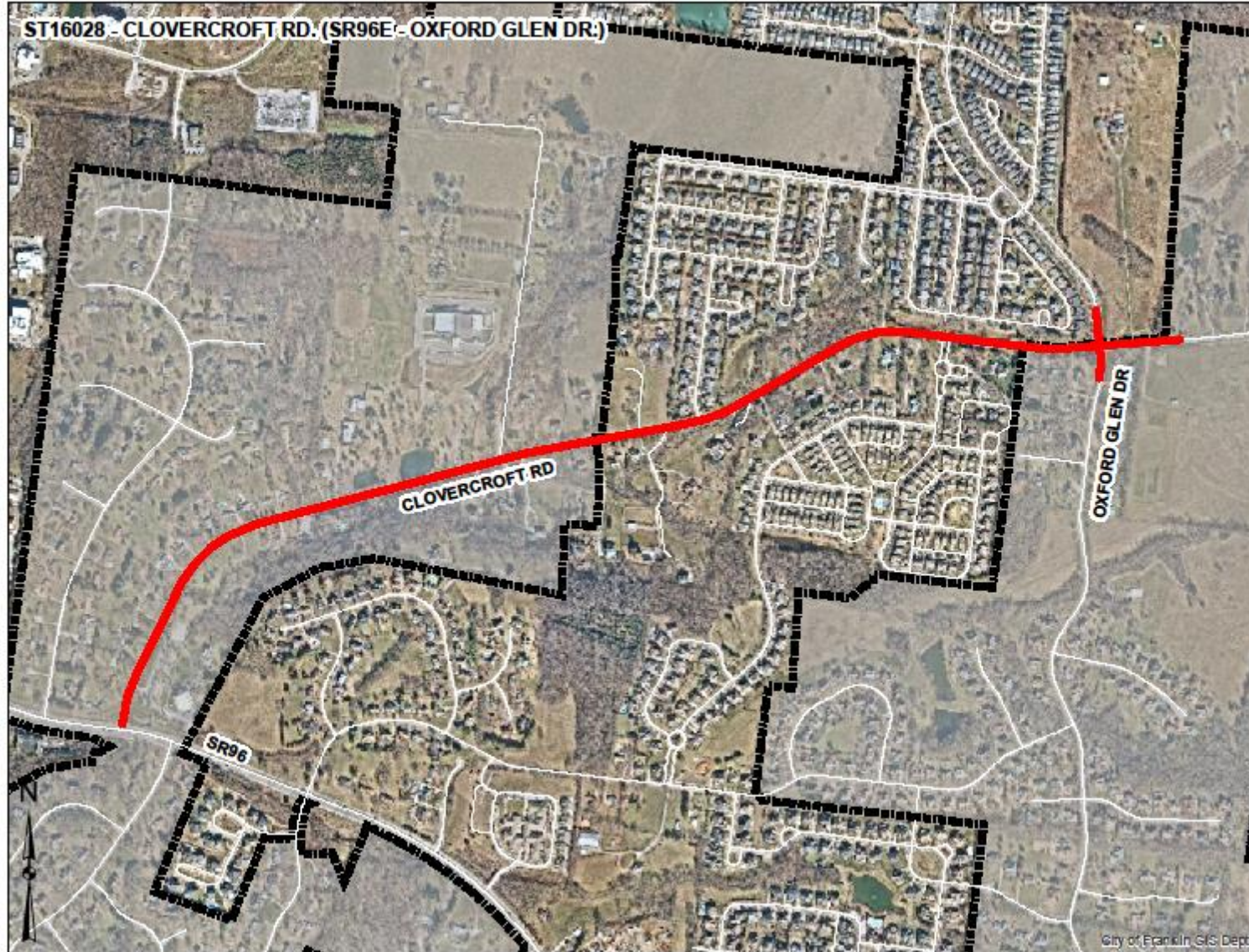


Design/Planning	\$1,100,000
ROW/Easements	\$500,000
Construction / CEI	\$8,800,000
Total	\$10,400,000

- Priority – 2 Star Project
- This section of Boyd Mill was designed in 2009 and the majority of the ROW was acquired. This is the one section of Boyd Mill Ave that has not been completed. This project would help fill bike / pedestrian gaps in the area.

Capital Project Discussion

Clovercroft Rd. (SR96 – Oxford Glen Dr) (ST16028)

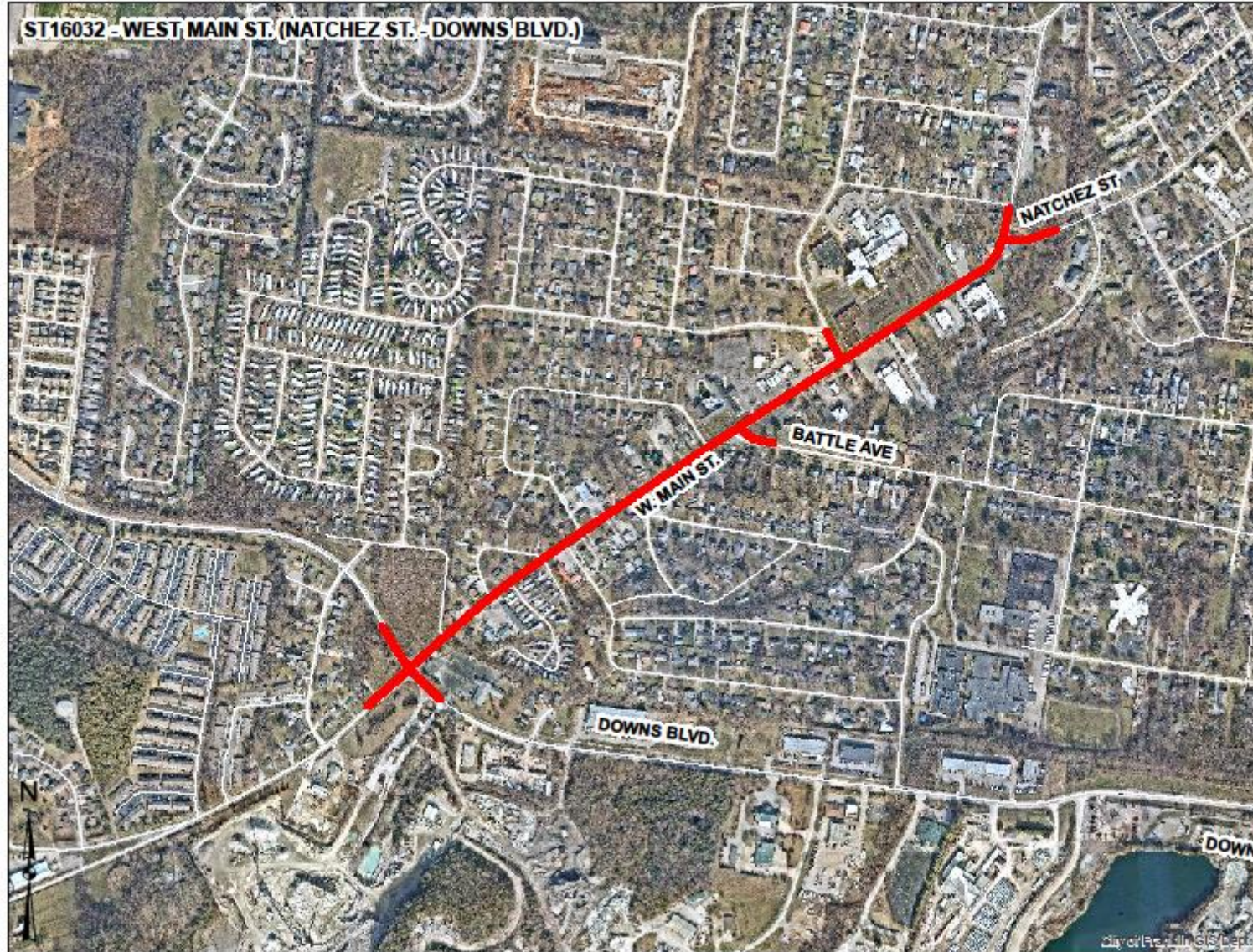


Design/Planning	\$2,700,000
ROW/Easements	\$4,000,000
Construction / CEI	\$28,600,000
Total	\$35,300,000

- Priority – 2 Star Project
- If this project was to move forward it would need to be done jointly with Williamson County.
- Clovercroft Road is a rural 40 MPH roadway that will need to be improved as future development continues in the area.

Capital Project Discussion

West Main St. (Natchez St. – Downs Blvd) (ST16032)

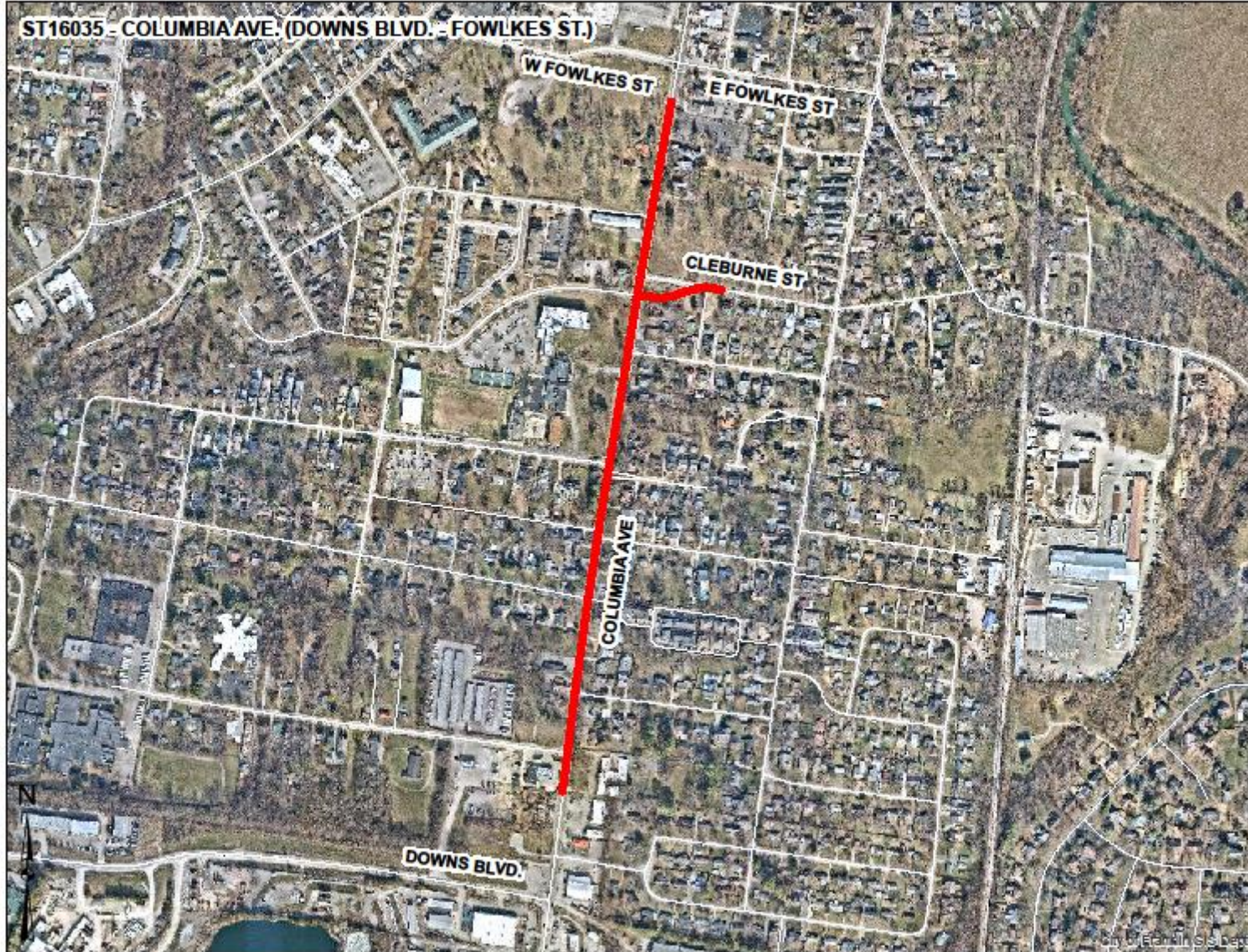


Design/Planning	\$2,400,000
ROW/Easements	\$4,900,000
Construction / CEI	\$19,900,000
Total	\$27,200,000

- Priority – 2 Star Project
- Infrastructure improvements are needed along W. Main Street.
- Sidewalks are also needed to support underserved areas of the City of Franklin
- This project would also support redevelopment along West Main St.

Capital Project Discussion

Columbia Ave. (Downs Blvd. – Fowlkes St.) (ST16035)

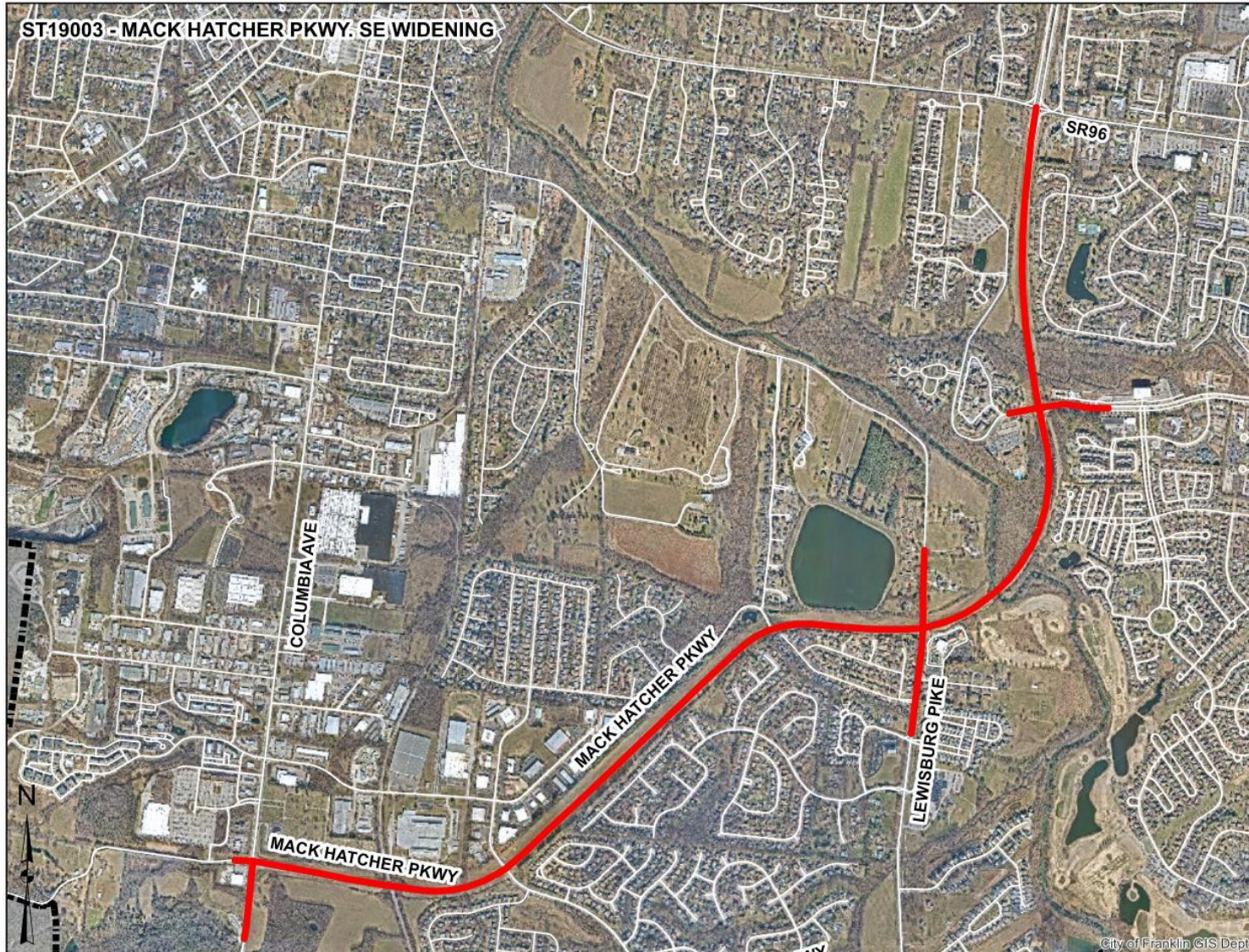


Design/Planning	\$1,500,000
ROW/Easements	\$3,400,000
Construction / CEI	\$12,600,000
Total	\$17,500,000

- Priority – 2 Star Project
- This section of Columbia needs to be widened to 3 lanes with sidewalks on both sides of roadway.

Capital Project Discussion

Mack Hatcher Parkway (SE Widening) (ST19003)



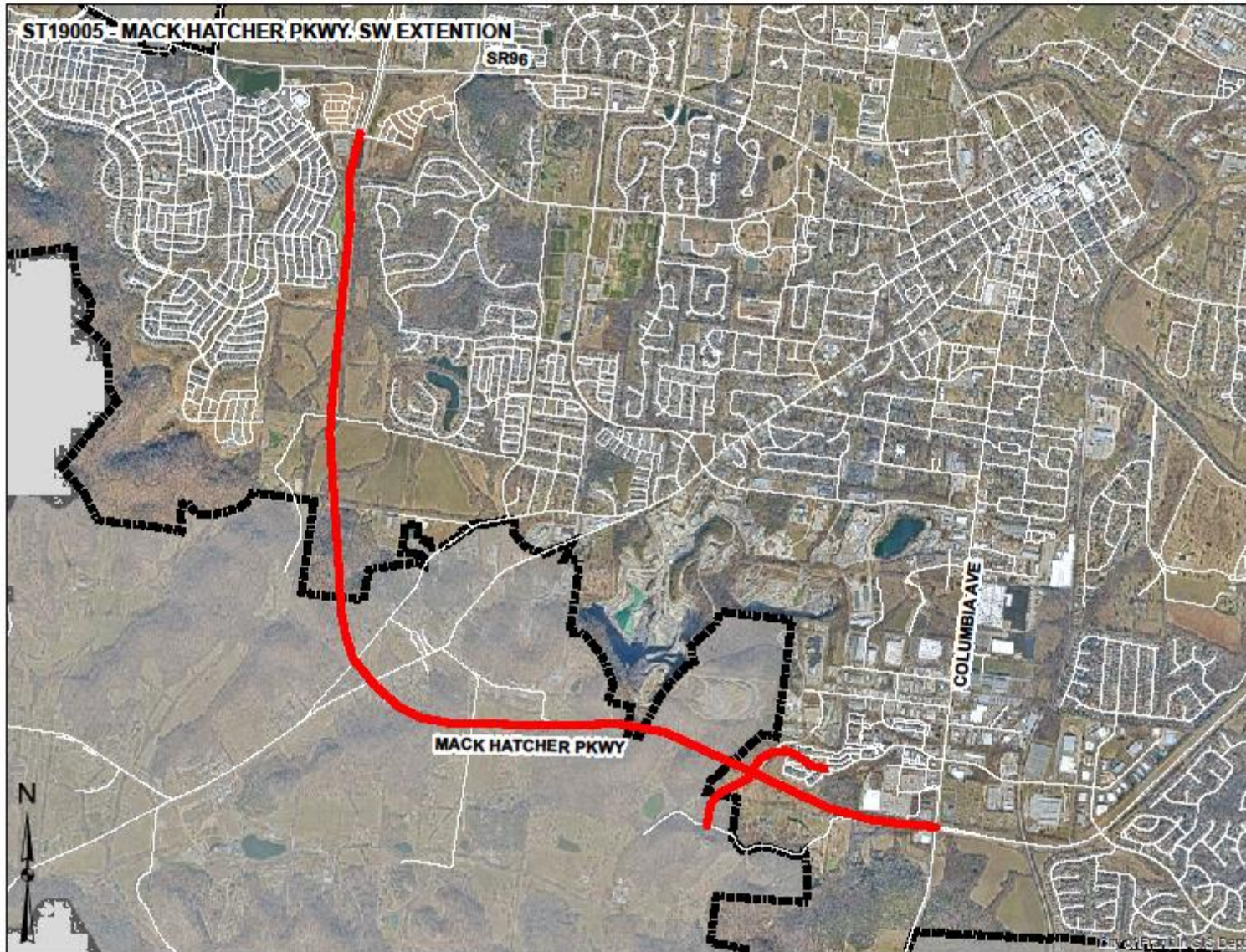
Design/Planning	\$8,900,000
ROW/Easements	\$500,000
Construction / CEI	\$74,300,000
Total	\$83,700,000

- Priority – 4 Star Project
- The City of Franklin is actively working with TDOT and GNRC to identify funding.
- MPO Projected Horizon Year – 2035.
- The City should not proceed with this project unless the State/FHWA are willing to partner.



Capital Project Discussion

Mack Hatcher Pkwy. SW Extension (ST19005)

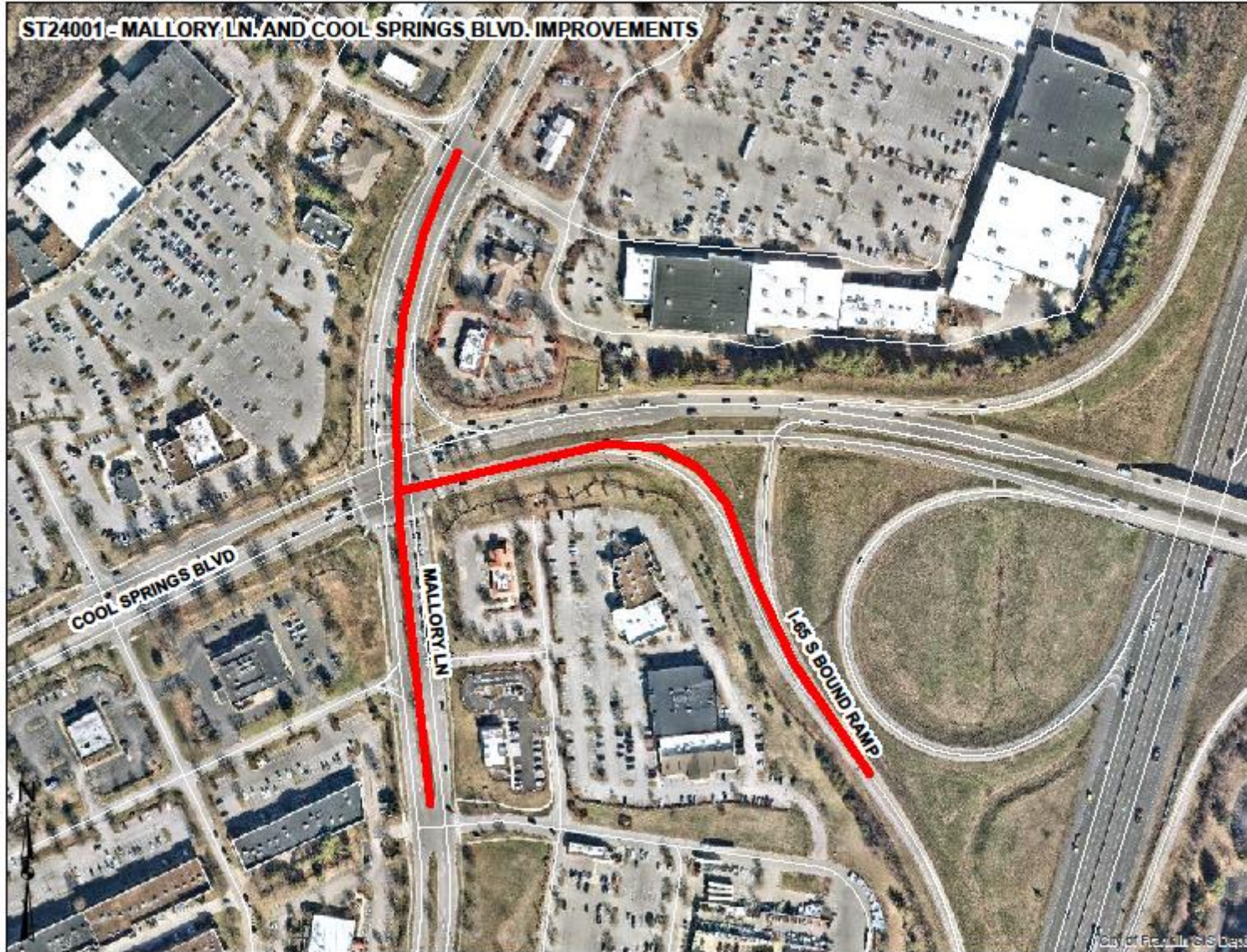


Design/Planning	\$6,300,000
ROW/Easements	\$19,000,000
Construction / CEI	\$87,600,000
Total	\$112,900,000

- Priority – 2 Star Project
- The City should not proceed with this project unless the State/FHWA are willing to partner on this project.
- Columbia Ave and Downs Blvd should be widened prior to proceeding with this project.

Capital Project Discussion

Mallory Ln. and Cool Springs Blvd. Improvements. (ST24001)

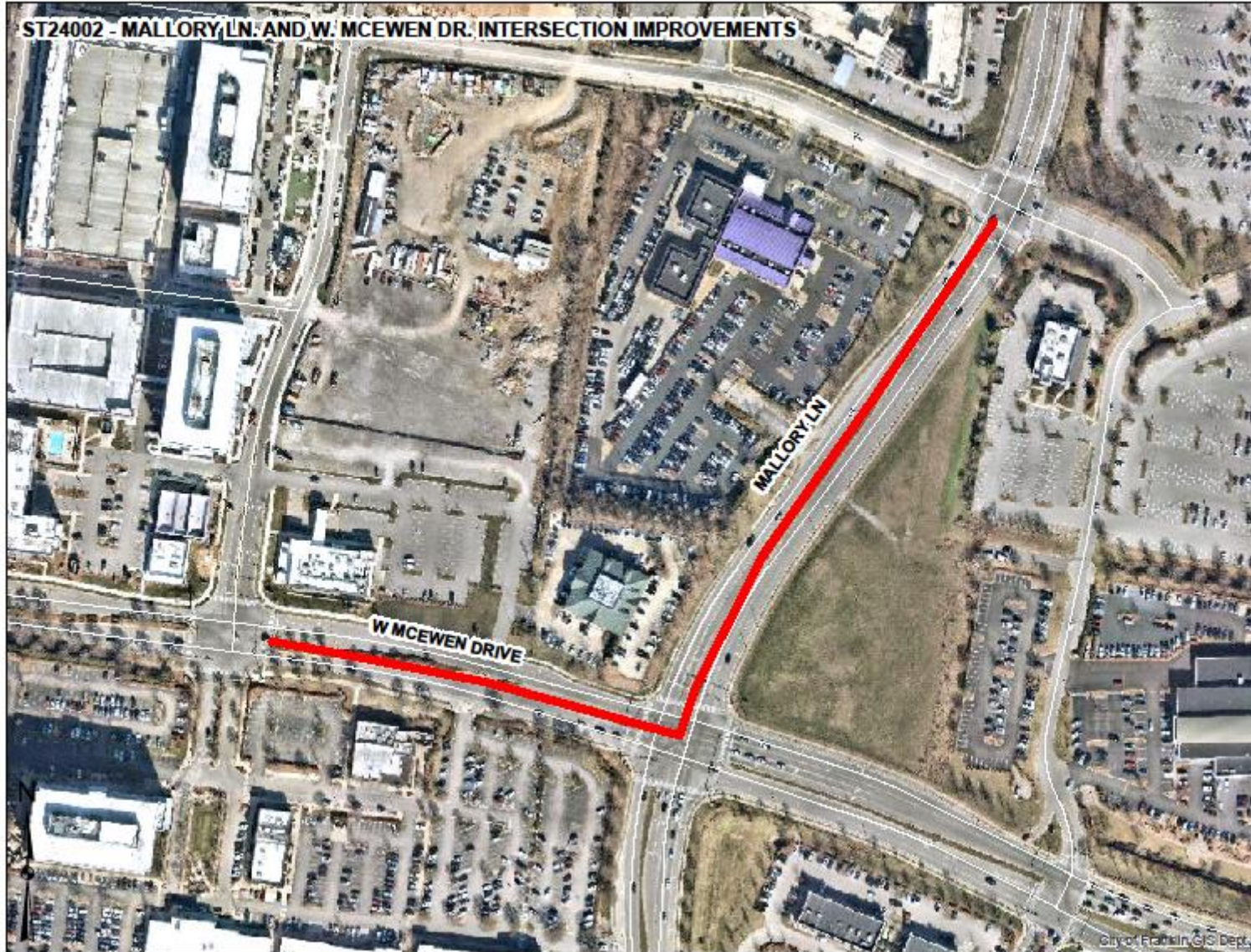


Design/Planning	\$400,000
ROW/Easements	\$700,000
Construction / CEI	\$3,600,000
Total	\$4,700,000

- Priority – 4 Star Project
- Intersection improvements at Cool Springs Blvd and Mallory Lane would help improve congestion in the area and support existing development.

Capital Project Discussion

Mallory Ln and W. McEwen Dr. Intersection Improvements (ST24002)

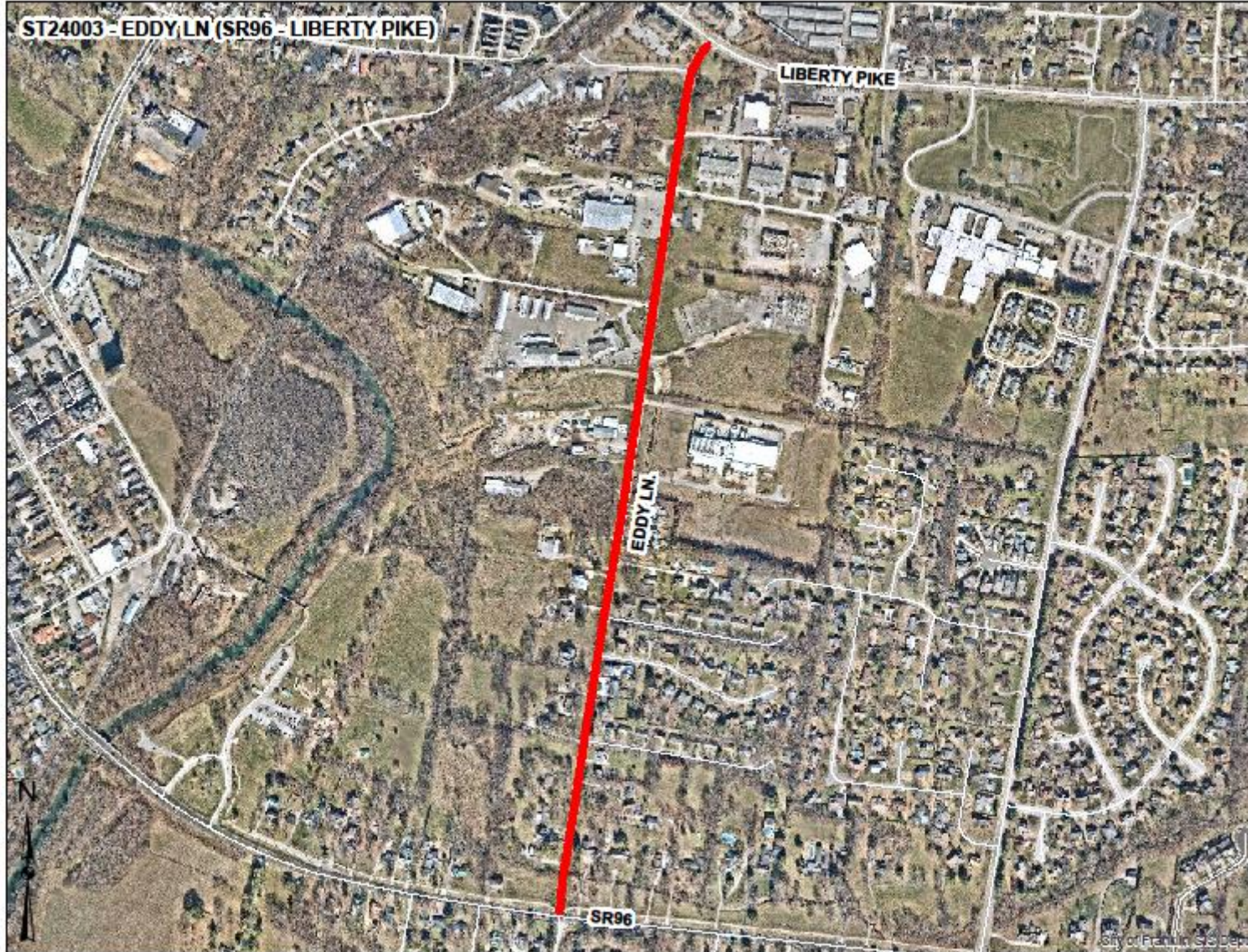


Design/Planning	\$300,000
ROW/Easements	\$800,000
Construction / CEI	\$2,600,000
Total	\$3,700,000

- Priority – 4 Star Project
- Intersection improvements at McEwen Drive and Mallory Lane would help improve congestion in the area and support existing development.

Capital Project Discussion

Eddy Lane (SR96 – Liberty Pike) (ST24003)

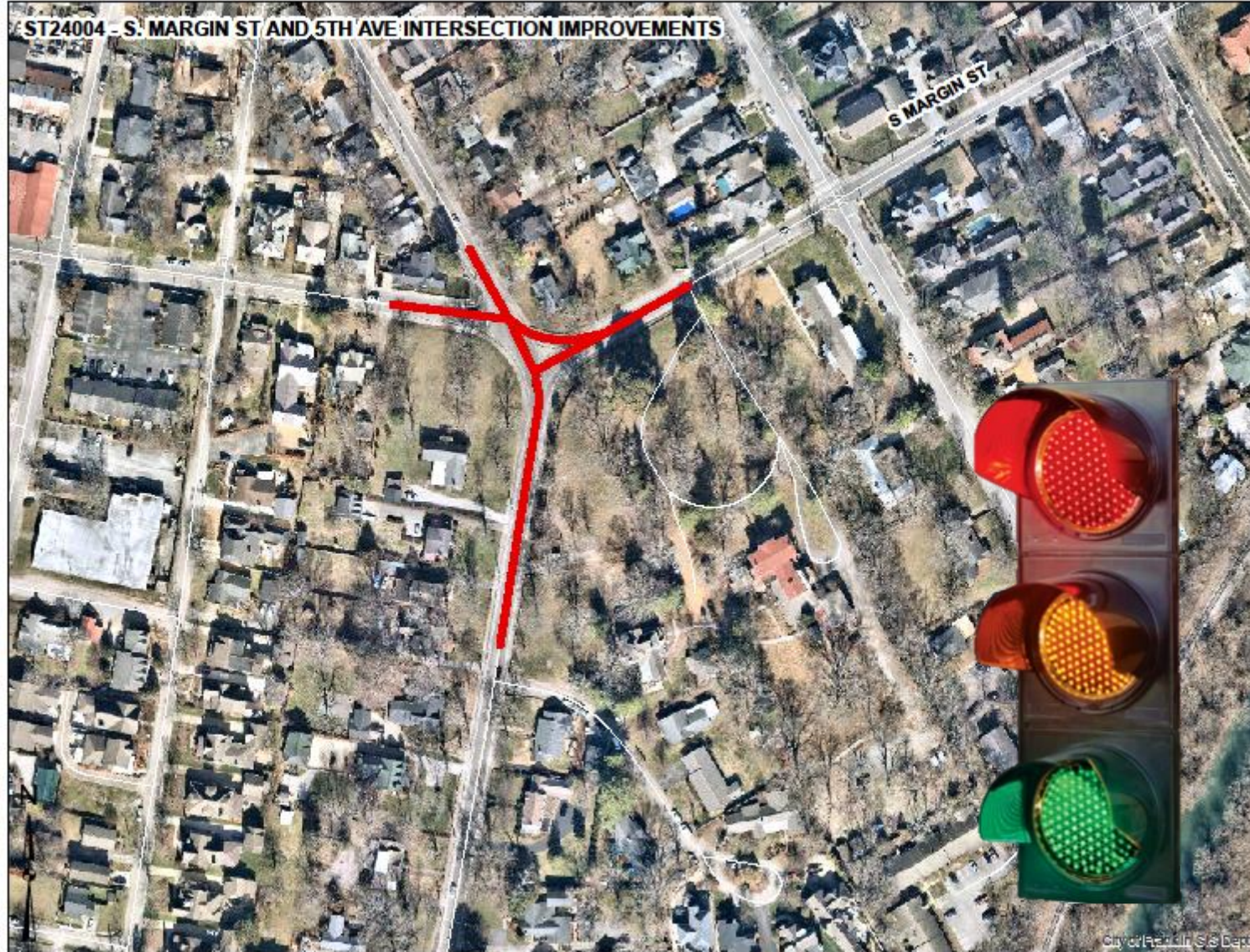


Design/Planning	\$1,800,000
ROW/Easements	\$1,800,000
Construction / CEI	\$7,400,000
Total	\$11,000,000

- Priority – 3 Star Project
- Residents on Eddy Lane have wanted sidewalks for years. This project would widen Eddy lane too 3 lanes and provide connectivity from SR96 to the Factory and Harlinsdale Farm.

Capital Project Discussion

South Margin St. and 5th Ave. Intersection Improvements (ST24004)

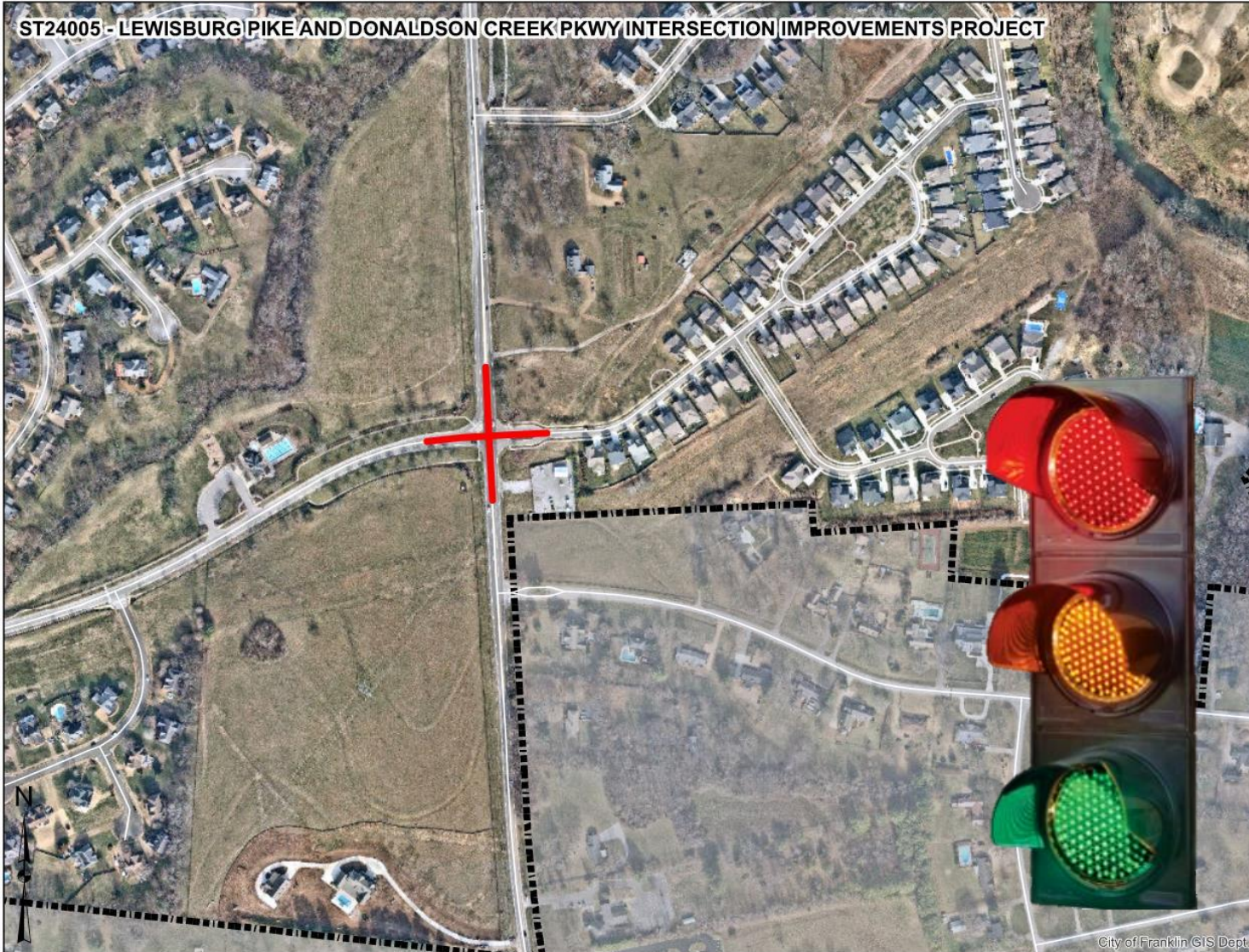


Design/Planning	\$600,000
ROW/Easements	\$350,000
Construction / CEI	\$2,200,000
Total	\$3,150,000

- Priority – 4 Star Project
- Design has been funded via annual budget process.
- A traffic signal is warranted at this location and should be installed to improve safety. Staff is working with TDOT to obtain funding for the project.

Capital Project Discussion

Lewisburg Pike and Donelson Creek Pkwy Intersection Improvements (ST24005)

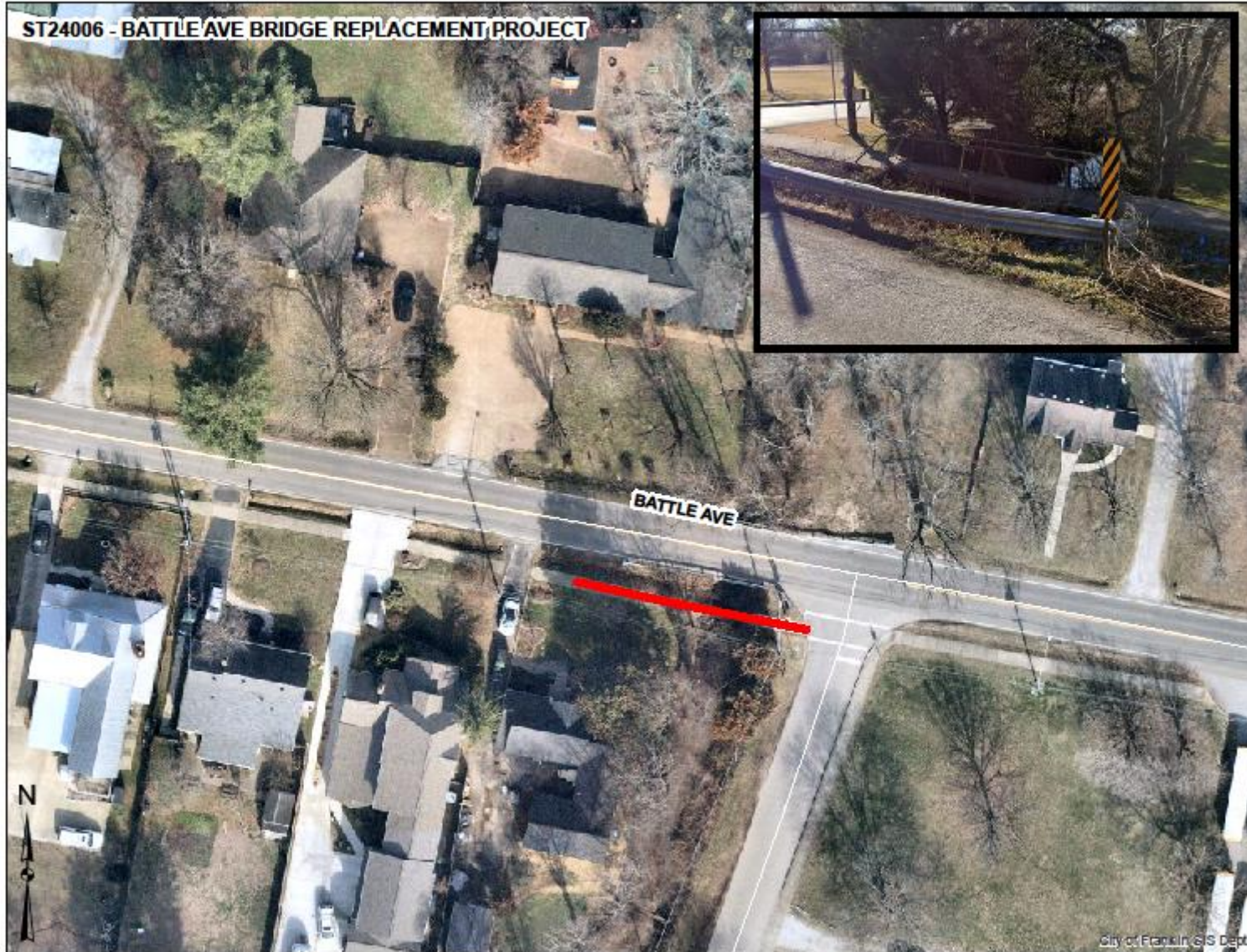


Design/Planning	\$65,000
ROW/Easements	\$50,000
Construction / CEI	\$850,000
Total	\$965,000

- Priority – 4 Star Project
- Design has been funded via annual budget process.
- A traffic signal is warranted at this location and should be installed to improve safety. Staff is working with TDOT to obtain funding for the project.

Capital Project Discussion

Battle Ave Bridge Replacement Project (ST24006)

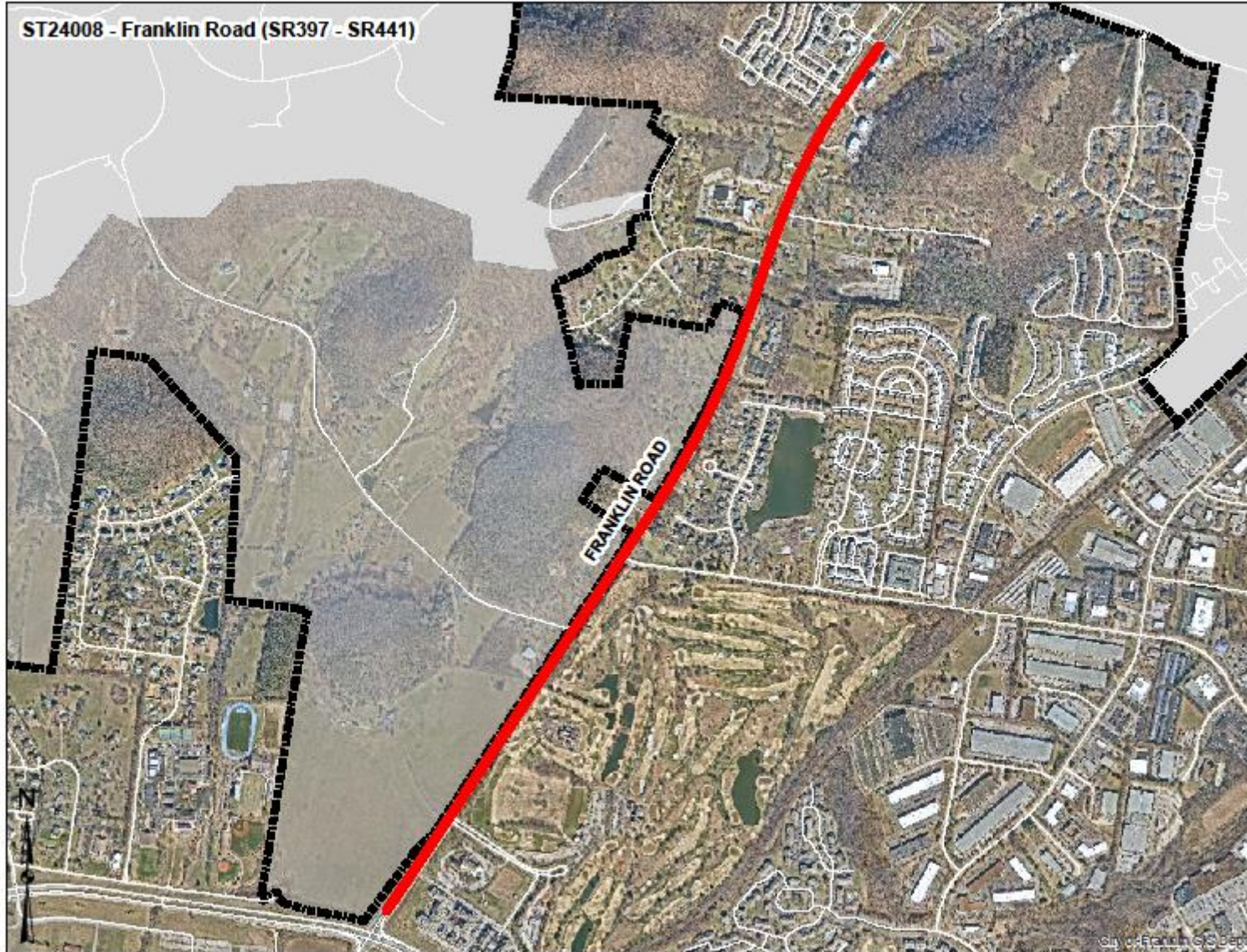


Design/Planning	\$60,000
ROW/Easements	\$30,000
Construction / CEI	\$650,000
Total	\$740,000

- Priority – 4 Star Project
- The Battle Ave pedestrian bridge does not meet ADA standards and needs upgraded. We have received a request from a disabled citizen to make this improvement and it should be prioritized.

Capital Project Discussion

Franklin Road (SR397 – SR441) (ST24008)



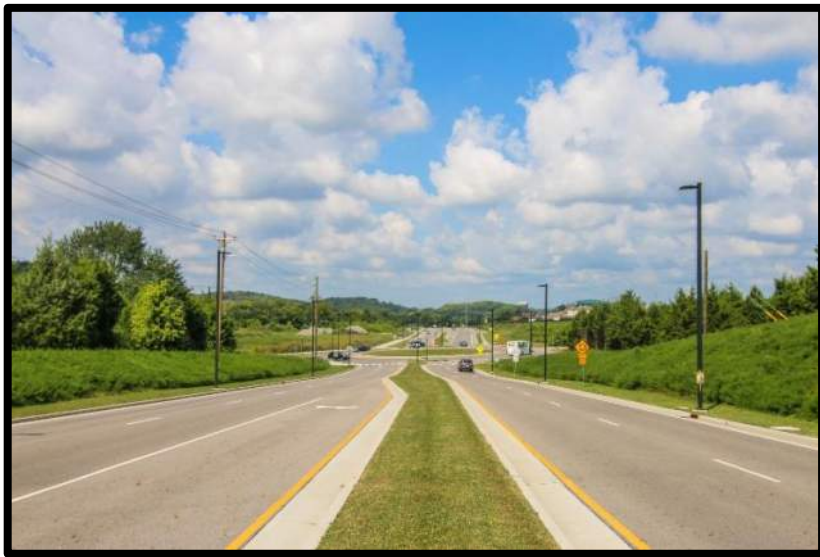
Design/Planning	\$3,100,000
ROW/Easements	\$5,000,000
Construction / CEI	\$38,300,000
Total	\$46,400,000

- Priority – 3 Star Project
- Traffic has significantly increased on Franklin Road.
- The City should not proceed with this project unless the State/FHWA are willing to partner on this project.



Questions ?





Capital Investment Program

FY 2024 Potential Projects



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City of Franklin, Tennessee
FY 2024 Potential Projects

PROJECTS BY CATEGORY

Category	#	Priority	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Emergency Services													
Future Fire Station 9 (East Side of Franklin)	FD19001	1	1,500,000	400,000	3,500,000	7,500,000							12,900,000
Fire Station 10 (East of I-65)	FD19002	1	1,500,000	400,000	3,500,000	7,500,000							12,900,000
Fire Station 3 Upgrades	FD19003	4	200,000	300,000	3,500,000	6,500,000							10,500,000
New Fire Training Center	FD19004	3	250,000	250,000	4,000,000								4,500,000
Safe Rooms for Fire Station 1-6	FD19005	4	150,000	150,000	150,000	150,000	150,000	150,000					900,000
Safety Education Village	FD19006	2	200,000	200,000	1,500,000	2,000,000							3,900,000
Station 2 Improvements	FD24001	3	75,000	75,000	500,000								650,000
Emergency Services / Traffic Technology Project	FD24002	3	2,975,000	400,000	400,000								3,775,000
Emergency Services Total			6,850,000	2,175,000	17,050,000	23,650,000	150,000	150,000					50,025,000
GRAND TOTAL			6,850,000	2,175,000	17,050,000	23,650,000	150,000	150,000					50,025,000

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FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD19001
Project Name	Future Fire Station 9 (East Side of Franklin)

Department	Fire
Contact	Fire Chief
Type	Improvement
Useful Life	20+
Category	Emergency Services
Priority	1 Star Project
Status	Not Funded

Description	Total Cost	\$12,900,000
Future annexation toward the east of our city limits will require an additional fire station. Areas immediately adjacent to the existing city limits are suitable for annexation to occur. The priority of this project will significantly increase as annexations occur.		
This project generally includes the purchase of land, construction of a new fire station and the required equipment necessary.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)		400,000									400,000
ROW and Easements	1,500,000										1,500,000
Construction / CEI			3,500,000								3,500,000
Equip/Vehicles/Furnishings				7,500,000							7,500,000
Total	1,500,000	400,000	3,500,000	7,500,000							12,900,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	1,500,000	400,000	3,500,000	7,500,000							12,900,000
Total	1,500,000	400,000	3,500,000	7,500,000							12,900,000

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD19002
Project Name	Fire Station 10 (East of I-65)

Department	Fire
Contact	Fire Chief
Type	Improvement
Useful Life	20+
Category	Emergency Services
Priority	1 Star Project
Status	Not Funded

Description	Total Cost	\$12,900,000
New Fire Station located on the east side of I-65 near SE Park or potentially within the Park. Staff will need to evaluate the masterplan to determine feasibility.		
This project generally includes the purchase of land, construction of a new fire station and the required equipment necessary.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)		400,000									400,000
ROW and Easements	1,500,000										1,500,000
Construction / CEI			3,500,000	3,500,000							7,000,000
Equip/Vehicles/Furnishings				4,000,000							4,000,000
Total	1,500,000	400,000	3,500,000	7,500,000							12,900,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	1,500,000	400,000	3,500,000	7,500,000							12,900,000
Total	1,500,000	400,000	3,500,000	7,500,000							12,900,000

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD19003
Project Name	Fire Station 3 Upgrades

Department	Fire
Contact	Fire Chief
Type	Improvement
Useful Life	20+
Category	Emergency Services
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$10,500,000
The station is currently located at 298 Mallory Station Road and is not built to meet the current needs of the Fire Department. A full replacement of the fire station is proposed but an additional study should be completed to determine the best direction to proceed. The existing building needs an additional apparatus bay and a 2nd story for administrative offices. In addition, we would evaluate the need to add a Williamson County EMS facility at this location.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	200,000	300,000									500,000
Construction / CEI			3,500,000	3,500,000							7,000,000
Equip/Vehicles/Furnishings				3,000,000							3,000,000
Total	200,000	300,000	3,500,000	6,500,000							10,500,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	200,000	300,000	3,500,000	6,500,000							10,500,000
Total	200,000	300,000	3,500,000	6,500,000							10,500,000

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD19004
Project Name	New Fire Traning Center

Department	Fire
Contact	Fire Chief
Type	Improvement
Useful Life	20+
Category	Emergency Services
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$4,500,000
As the City grows, a new Fire Training Center will be required to provide sufficent space to conduct routine training to our personnel. This project would exapnd the existing training center to include a new bay and 2-story training building.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	250,000	250,000									500,000
Construction / CEI			4,000,000								4,000,000
Total	250,000	250,000	4,000,000								4,500,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	250,000	250,000	4,000,000								4,500,000
Total	250,000	250,000	4,000,000								4,500,000

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD19005
Project Name	Safe Rooms for Fire Station 1-6

Department	Fire
Contact	Fire Chief
Type	Improvement
Useful Life	20+
Category	Emergency Services
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$900,000
A safe room at each station would serve to provide protection to our personnel during tornado events. This project proposes to build underground safe rooms at all stations.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Construction / CEI	150,000	150,000	150,000	150,000	150,000	150,000					900,000
Total	150,000	150,000	150,000	150,000	150,000	150,000					900,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	150,000	150,000	150,000	150,000	150,000	150,000					900,000
Total	150,000	150,000	150,000	150,000	150,000	150,000					900,000

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD19006
Project Name	Safety Education Village

Department	Fire
Contact	Fire Chief
Type	New
Useful Life	20+
Category	Emergency Services
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$3,900,000
A year round safety education facility to provide a hands-on, fun place to teach children of all ages to play it safe everywhere and every day. A partnership or comibned facility would be ideal.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	200,000	200,000									400,000
Construction / CEI			1,500,000	1,500,000							3,000,000
Equip/Vehicles/Furnishings					500,000						500,000
Total	200,000	200,000	1,500,000	1,500,000	500,000						3,900,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	200,000	200,000	1,500,000	1,500,000	500,000						3,900,000
Total	200,000	200,000	1,500,000	1,500,000	500,000						3,900,000

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD24001
Project Name	Station 2 Improvements

Department	Fire
Contact	Fire Chief
Type	Improvement
Useful Life	20+
Category	Emergency Services
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$650,000
This project includes the design and construction of an additional storage bay for equipment.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	75,000	75,000									150,000
Construction / CEI			500,000								500,000
Total	75,000	75,000	500,000								650,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General	75,000	75,000	500,000								650,000
Total	75,000	75,000	500,000								650,000

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FD24002
Project Name	Emergency Services / Traffic Technology Project

Department	Fire
Contact	Fire Chief
Type	Equipment
Useful Life	10-20 years
Category	Emergency Services
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$3,775,000
The purpose of this project is to install Advanced Transprotation Controller (ATC) Edge Intelligence (EI) and Connected Vehicle (CV) devices throughout the City at existing signalized intersections. The ATC, EI and CV infrastructure will support a software-based system for Emergency Vehicle Preemption for quicker emergency response throughout the City. In addition the ATC's will allow for the city to collect hi-resolution Automated Traffic Signal Performance Measures (ATSPMs), facilitate Transit Signal Priority (TSP) and are Connected Vehicle ready. This is a joint project between the IT Department, Fire Department and Engineering Department.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	400,000	400,000									800,000
Construction / CEI			400,000								400,000
Equip/Vehicles/Furnishings	2,575,000										2,575,000
Total	2,975,000	400,000	400,000								3,775,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General	2,975,000	400,000	400,000								3,775,000
Total	2,975,000	400,000	400,000								3,775,000

City of Franklin, Tennessee
FY 2024 Potential Projects

PROJECTS BY CATEGORY

Category	#	Priority	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General Services													
New City Hall	FM16001	5	2,300,000	3,700,000	44,750,000	48,200,000							98,950,000
South Salt Storage Facility	FM24002	3	75,000	75,000	1,200,000								1,350,000
General Services Total			2,375,000	3,775,000	45,950,000	48,200,000							100,300,000
GRAND TOTAL			2,375,000	3,775,000	45,950,000	48,200,000							100,300,000

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FY 2024 Potential Projects

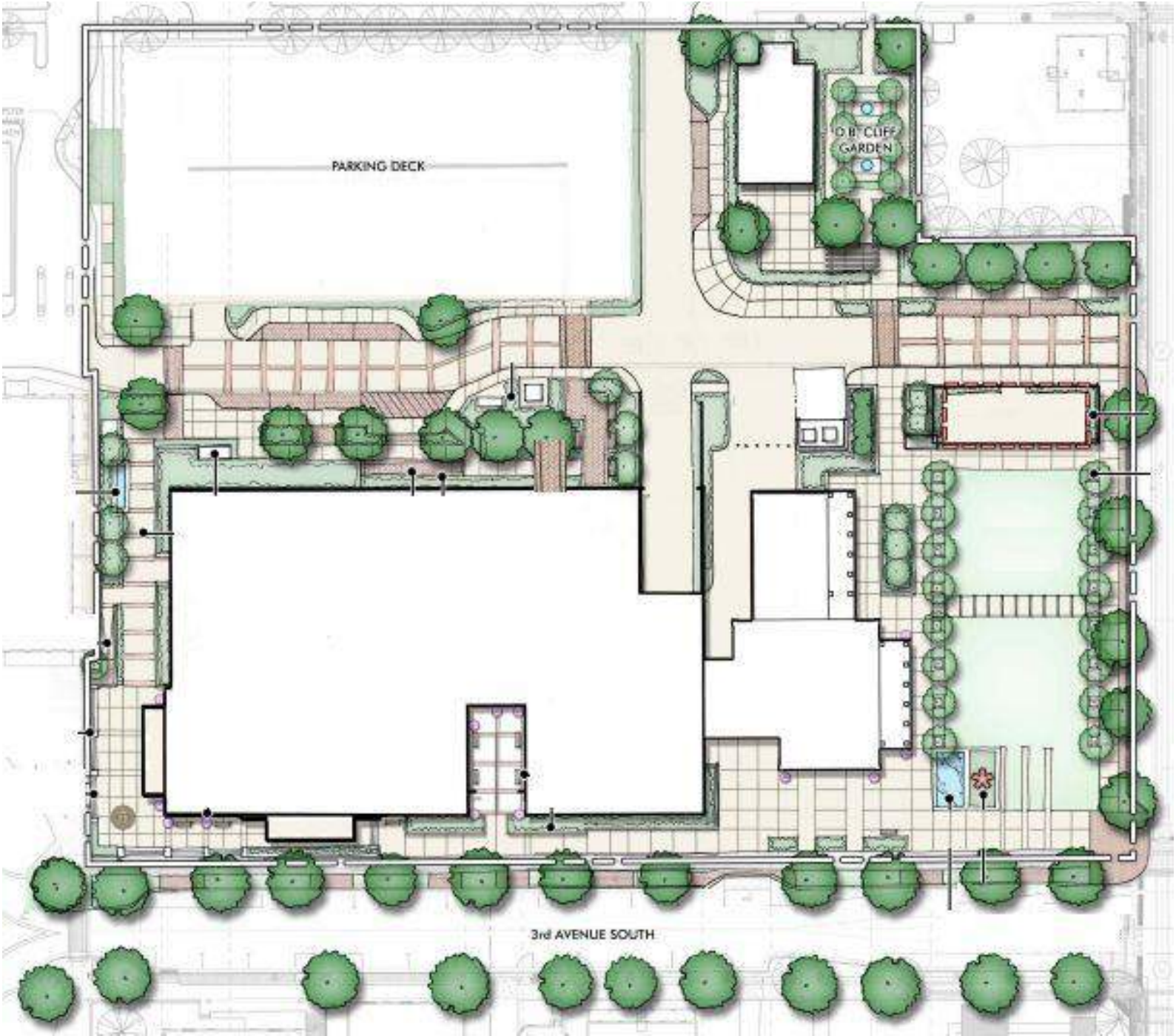
City of Franklin, Tennessee

Project #	FM16001
Project Name	New City Hall

Department	Project & Facilities Mgmt.
Contact	Assistant City Administrator
Type	New
Useful Life	20+
Category	General Services
Priority	5 Star Project
Status	Active

Description	Total Cost	\$99,690,597
New City Hall Building. The City has assessed the need for a new City Hall and believes that the existing City Hall is inadequate to meet present and foreseeable future needs, given the rapid growth and increased demand for superior municipal services in Franklin. If included in the project, shelled commercial space will add \$2,300,000 to the total project cost.		

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
740,597	Design/Planning (Professional Services)	2,300,000	3,200,000									5,500,000
Total	Construction / CEI			43,750,000	39,200,000							82,950,000
	Equip/Vehicles/Furnishings				8,000,000							8,000,000
	Temporary Relocation		500,000	1,000,000	1,000,000							2,500,000
	Total	2,300,000	3,700,000	44,750,000	48,200,000							98,950,000
Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
740,597	General	2,300,000	3,700,000	44,750,000	48,200,000							98,950,000
Total	Total	2,300,000	3,700,000	44,750,000	48,200,000							98,950,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	FM24002
Project Name	South Salt Storage Facility

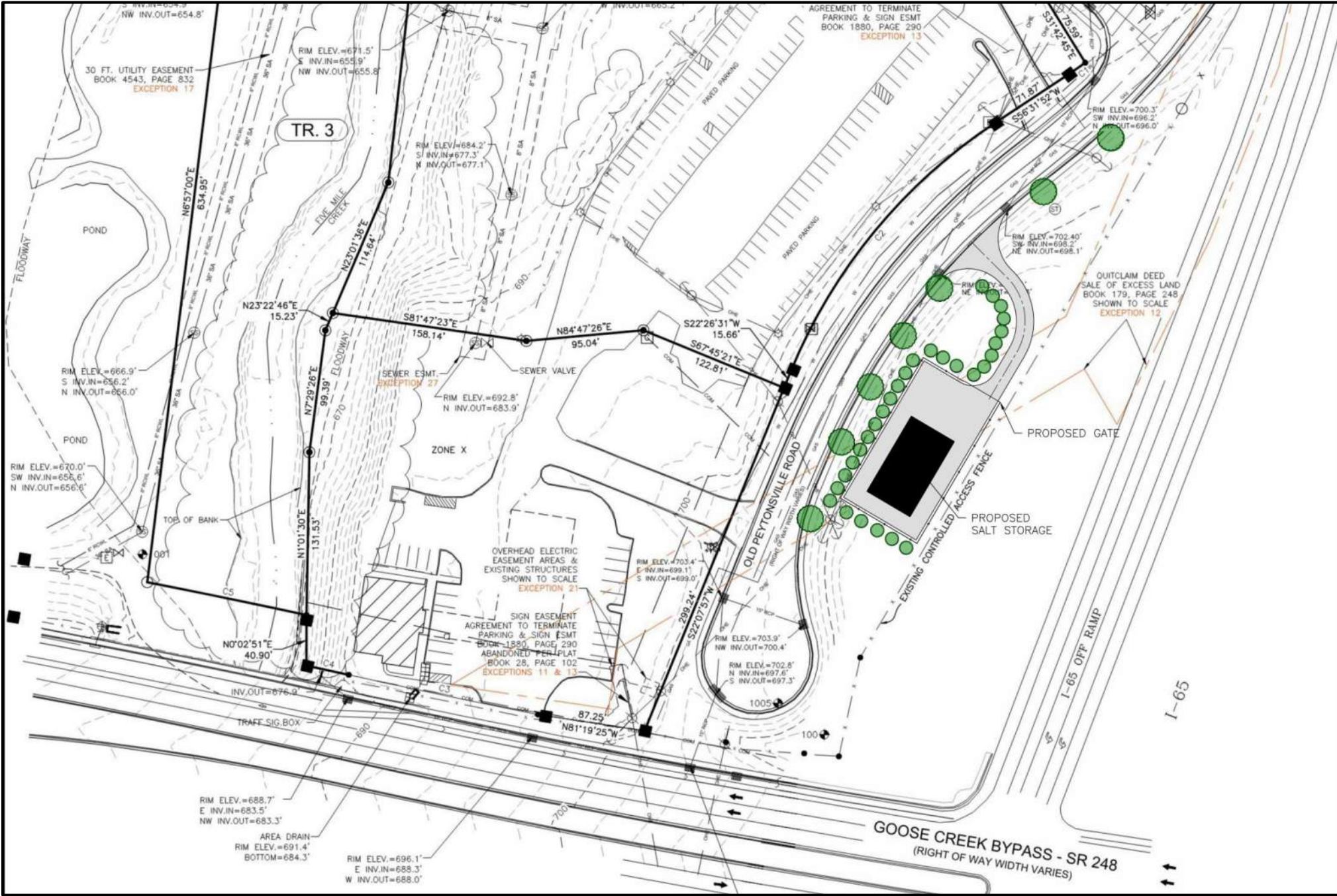
Department	Project & Facilities Mgmt.
Contact	Streets Director
Type	New
Useful Life	20+
Category	General Services
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$1,350,000
The City currently has two salt storage facilities. On located on the east side of Franklin at Liberty Park and one located on the west side of Franklin on Incinerator Road. Ideally a third salt storage facility would be constructed in the Goose Creek Area. Staff is actively working with developers to find an appropriate location.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	75,000	75,000									150,000
Construction / CEI			1,200,000								1,200,000
Total	75,000	75,000	1,200,000								1,350,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General	75,000	75,000	1,200,000								1,350,000
Total	75,000	75,000	1,200,000								1,350,000

FM24002 – South Salt Storage Facility



City of Franklin, Tennessee
FY 2024 Potential Projects

PROJECTS BY CATEGORY

Category	#	Priority	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Parks and Recreation													
Main Barn Restoration (Harlinsdale)	PK16002	5	1,850,000	1,750,000									3,600,000
Power Station & Museum	PK16005	3	200,000	200,000	200,000	5,000,000	5,400,000						11,000,000
4 Worker Houses (Harlinsdale)	PK16006	3	175,000	175,000	2,400,000								2,750,000
North Pavilion & Restroom Facility (Harlinsdale)	PK16007	2	200,000	800,000									1,000,000
Jim Warren Park Renovations	PK16008	2	166,666	166,667	166,667	7,500,000	7,500,000	7,500,000					23,000,000
Liberty Park Improvements 2023	PK16009	5	150,000	5,600,000	5,600,000								11,350,000
Greenway (Aspen Grove to Mack Hatcher)	PK16011	5	100,000	450,000	2,000,000								2,550,000
Greenway (1st Ave North to Bicentennial)	PK16012	3	80,000	1,500,000	347,200								1,927,200
Southeast Park 2023	PK16014	5	12,150,000	12,000,000	12,000,000								36,150,000
Robinson Lake Dam Rehabilitation and Park	PK16016	5	6,600,000	6,500,000									13,100,000
Harlinsdale Farm Interurban Trail Connection	PK16019	2	150,000	2,400,000									2,550,000
Greenway (Aspen Grove to Mallory Station Rd)	PK19005	2	40,000	440,000	440,000	1,600,000							2,520,000
Greenway (Pinkerton Park to Franklin Road Bridge)	PK19007	2	100,000	250,000	4,900,000								5,250,000
Winstead Hill Park	PK19015	3	75,000	75,000	1,000,000								1,150,000
Chestnut Bend Trail Improvements Project	PK24001	4	75,000	75,000	2,000,000								2,150,000
Southeast Park - Phase 2	PK24002	3	283,333	283,333	283,334	7,750,000	7,750,000						16,350,000
Bicentennial Park - East Parking Lot	PK24003	2	150,000	3,800,000									3,950,000
FSSD (Freedom Middle and Poplar Gorge)	PK24004	2	150,000	150,000	4,000,000								4,300,000
Collins Farm Trail & Parking Project	PK24005	2	50,000	50,000	500,000								600,000
Collins Farm Structure(s) Stabilization and Roof	PK24006	4	40,000	40,000	350,000								430,000
Liberty Park - Phase 2	PK24007	3	250,000	250,000	6,000,000								6,500,000
Fieldstone Concession and Pavilion Rehabilitation	PK24008	3	150,000	150,000	3,500,000								3,800,000
Creekside Property Acquisition	PK24009	2	6,250,000										6,250,000
Parks and Recreation Total			29,434,999	37,105,000	45,687,201	21,850,000	20,650,000	7,500,000					162,227,200
GRAND TOTAL			29,434,999	37,105,000	45,687,201	21,850,000	20,650,000	7,500,000					162,227,200

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FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK16002
Project Name	Main Barn Restoration (Harlinsdale)

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	5 Star Project
Status	Active

Description	Total Cost \$4,000,004
On February 12, 2019, the BOMA approved Resolution 2019-08 to accept The Park at Harlinsdale Farm Master Plan. The Main Barn is to be used as an event space as well as a place to host educational activities and equestrian activities.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
400,004	Design/Planning (Professional Services)	100,000										100,000
Total	Construction / CEI	1,750,000	1,750,000									3,500,000
	Total	1,850,000	1,750,000									3,600,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
400,004	Hotel/Motel Tax	1,850,000	1,750,000									3,600,000
Total	Total	1,850,000	1,750,000									3,600,000

PK16002 - Main Barn Restoration



FY 2024 Potential Projects

City of Franklin, Tennessee

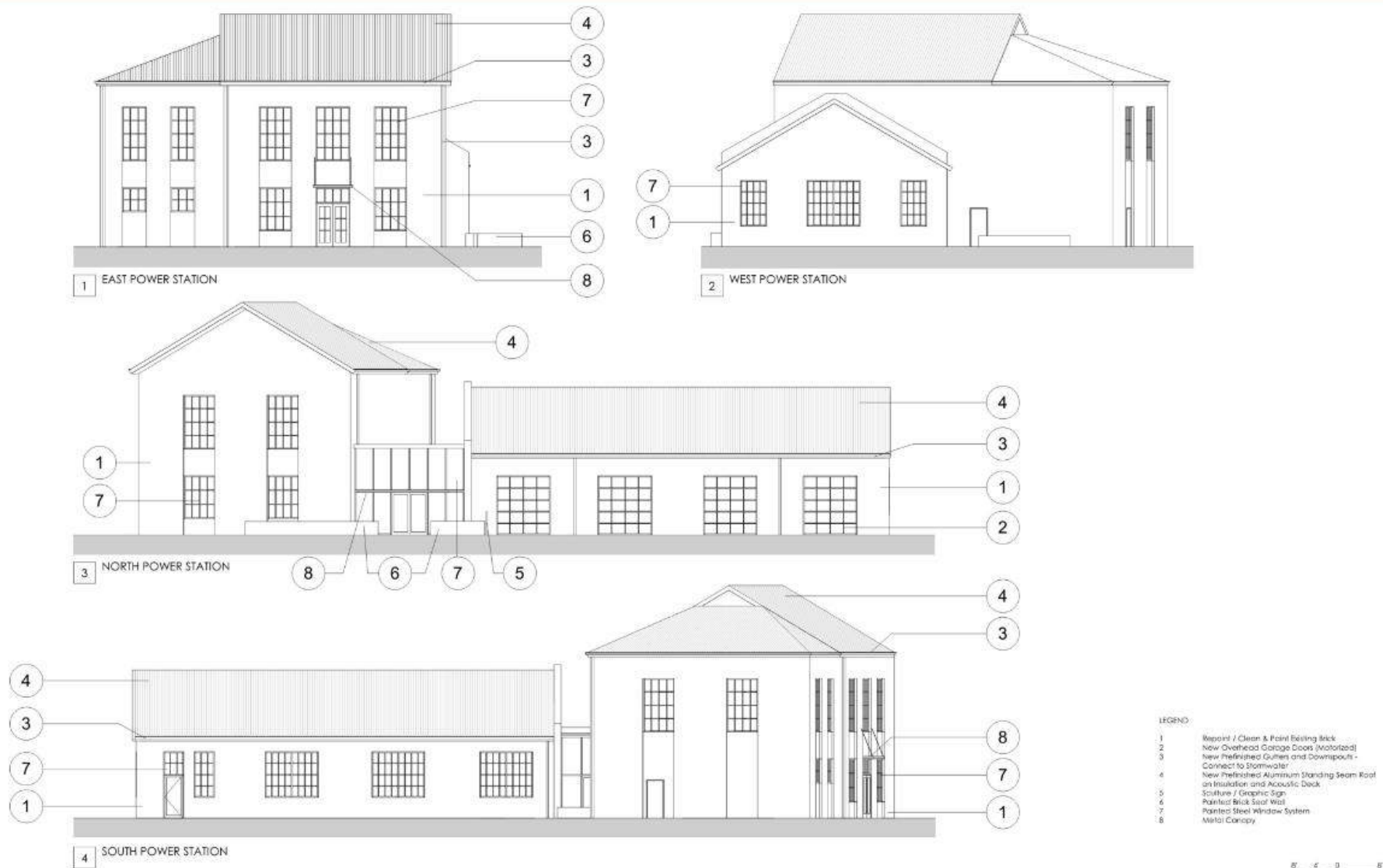
Project #	PK16005
Project Name	Power Station & Museum

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost	\$11,000,000
This was the site of the original City of Franklin power station. The exterior of the existing building is brick which will be tuck pointed, cleaned and repainted. Windows will be replaced with garage doors. The metal roof will be replaced, and gutters and downspouts added. The building will be expanded at the footprint that was destroyed in a 2014 tornado. The expansion will be painted brick, steel windows and metal roof. The addition will have finishes more appropriate to museum/exhibit type functions while keeping the historic character of the farm (interior and exterior).		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	200,000	200,000	200,000								600,000
Construction / CEI				5,000,000	5,000,000						10,000,000
Equip/Vehicles/Furnishings					400,000						400,000
Total	200,000	200,000	200,000	5,000,000	5,400,000						11,000,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	200,000	200,000	200,000	5,000,000	5,400,000						11,000,000
Total	200,000	200,000	200,000	5,000,000	5,400,000						11,000,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK16006
Project Name	4 Worker Houses (Harlinsdale)

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$2,750,000
On February 12, 2019, the BOMA approved Resolution 2019-08 to accept The Park at Harlinsdale Farm Master Plan. Potential uses identified include office space, interpretive or meeting space, visitor center, small event space or possible space for a not-for-profit organization during event rentals.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	175,000	175,000									350,000
Construction / CEI			2,300,000								2,300,000
Equip/Vehicles/Furnishings			100,000								100,000
Total	175,000	175,000	2,400,000								2,750,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	175,000	175,000	2,400,000								2,750,000
Total	175,000	175,000	2,400,000								2,750,000

PK16006 - 4 Worker Houses (Harlinsdale)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK16007
Project Name	North Pavilion & Restroom Facility (Harlinsdale)

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost	\$1,000,000
Once known as the "hay barn" on the north side of the property, repurposing the original structure into an open air pavilion and restroom facility. Adjacent to existing parking areas, the open air pavilion would include picnic tables, water and electricity with a family restroom added to one end to serve the general public, dog park participants and pavilion rentals. The barn is approximately 32' width x 48' in length.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	200,000										200,000
Construction / CEI		800,000									800,000
Total	200,000	800,000									1,000,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	200,000	800,000									1,000,000
Total	200,000	800,000									1,000,000



FY 2024 Potential Projects

City of Franklin, Tennessee

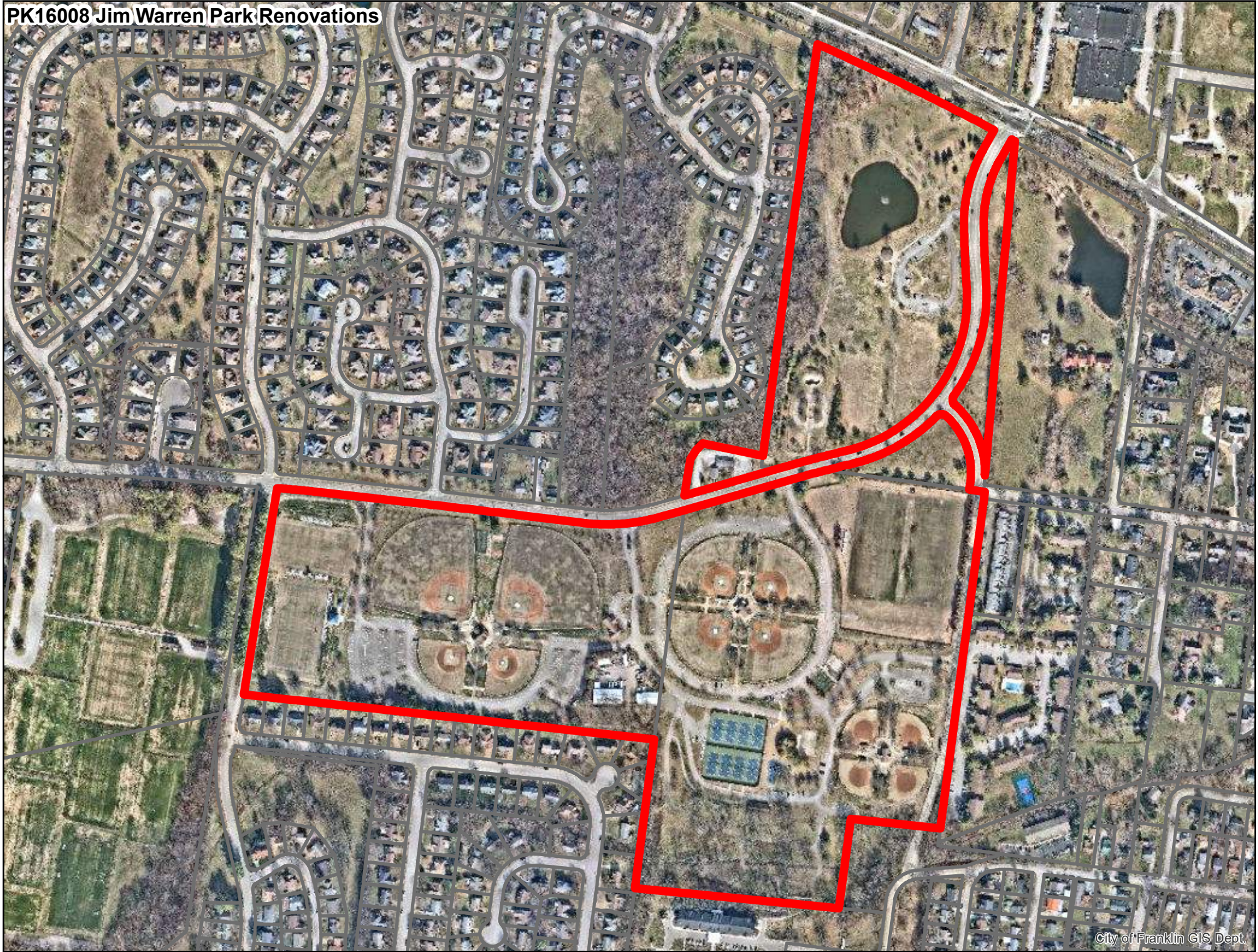
Project #	PK16008
Project Name	Jim Warren Park Renovations

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost	\$23,000,000
Jim Warren Park master plan should be updated based on evolving needs and the addition of new facilities at the FSSD and SE Park. The project may include the removal of existing football fields, expansion of the baseball fields, practice facilities, a new miracle field, expanded skate park and the construction of a new maintenance facility with additional parking.		
Located in Parkland Dedication Quadrant 4.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	166,666	166,667	166,667								500,000
Construction / CEI				7,500,000	7,500,000	7,500,000					22,500,000
Total	166,666	166,667	166,667	7,500,000	7,500,000	7,500,000					23,000,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Parkland Dedication - Quadrant 3	166,666	166,667	166,667	7,500,000	7,500,000	7,500,000					23,000,000
Total	166,666	166,667	166,667	7,500,000	7,500,000	7,500,000					23,000,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK16009
Project Name	Liberty Park Improvements 2023

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	5 Star Project
Status	Active

Description	Total Cost \$11,672,355
Liberty Park Improvements: The first phase of Liberty Park was completed in 2003 with the second phase completed in 2008. The proposed project would complete the park by improving existing parking and adding additional parking area. In addition, the first phase includes basketball courts, a lighted multipurpose field, mountain biking trails, bridge deck replacement and park lighting.	
Located in Parkland Dedication Quadrant 1.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
322,355	Design/Planning (Professional Services)	150,000										150,000
Total	Construction / CEI		5,600,000	5,600,000								11,200,000
	Total	150,000	5,600,000	5,600,000								11,350,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
322,355	Parkland Dedication - Quadrant 1	150,000	5,600,000	5,600,000								11,350,000
Total	Total	150,000	5,600,000	5,600,000								11,350,000



LOSE
DESIGN
SPACES FOR LIFE.



LIBERTY PARK
FRANKLIN, TENNESSEE

FY 2024 Potential Projects

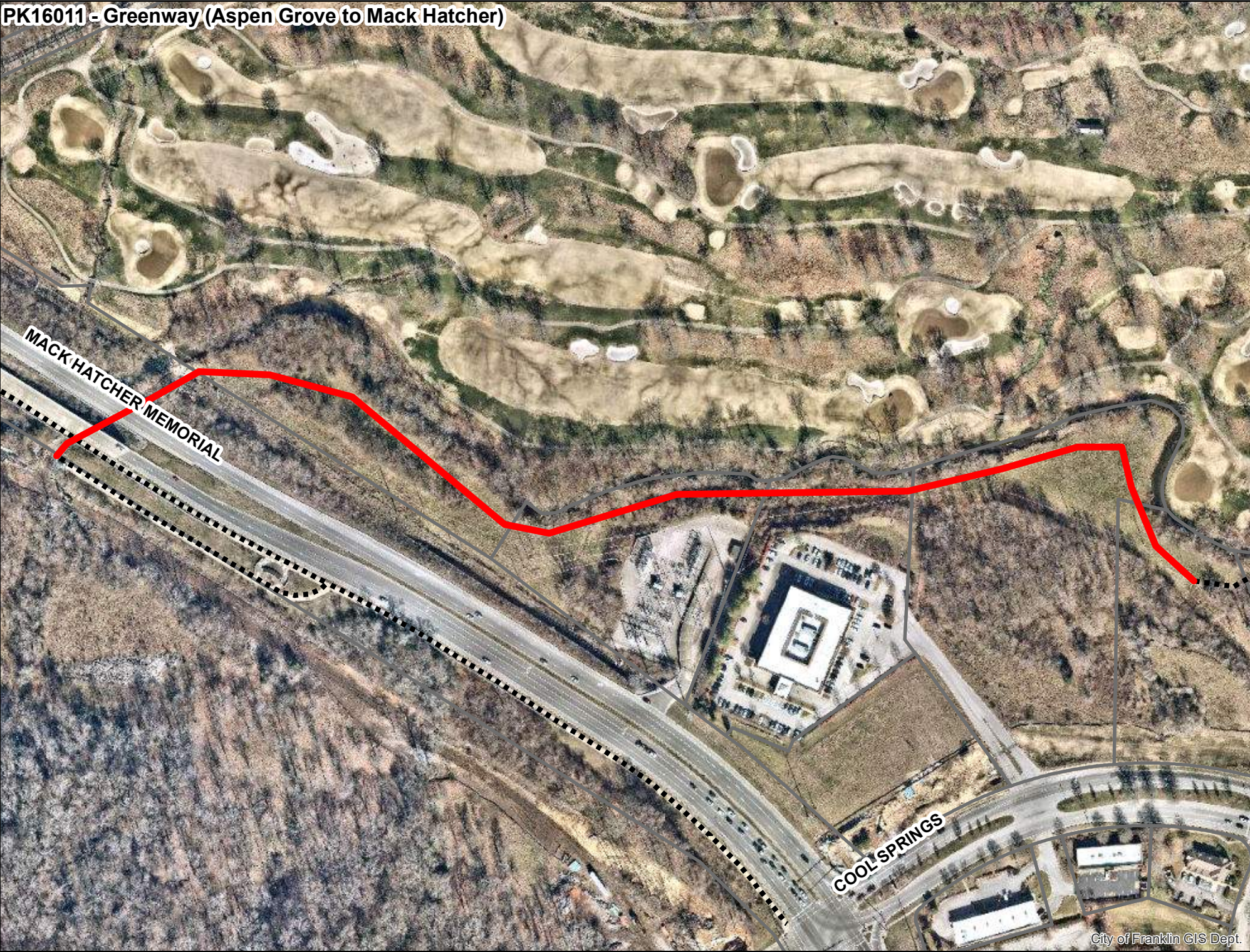
City of Franklin, Tennessee

Project #	PK16011
Project Name	Greenway (Aspen Grove to Mack Hatcher)

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	5 Star Project
Status	Active

Description	Total Cost	\$2,633,353
Aspen Grove Trail Connection is identified in the Parks Master Plan as a 1/2 Mile trail/greenway connection that will link pedestrians from the Cool Springs area to Mack Hatcher trailhead and multipurpose pathway located on Mack Hatcher Parkway. The existing multipurpose pathway is connected to Harlinsdale Farm and ultimately to the historic downtown.		

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
83,353	Design/Planning (Professional Services)	100,000	100,000									200,000
Total	ROW and Easements		350,000									350,000
	Construction / CEI			2,000,000								2,000,000
	Total	100,000	450,000	2,000,000								2,550,000
Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
83,353	Parkland Dedication - Quadrant 1	100,000	450,000	2,000,000								2,550,000
Total	Total	100,000	450,000	2,000,000								2,550,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK16012
Project Name	Greenway (1st Ave North to Bicentennial)

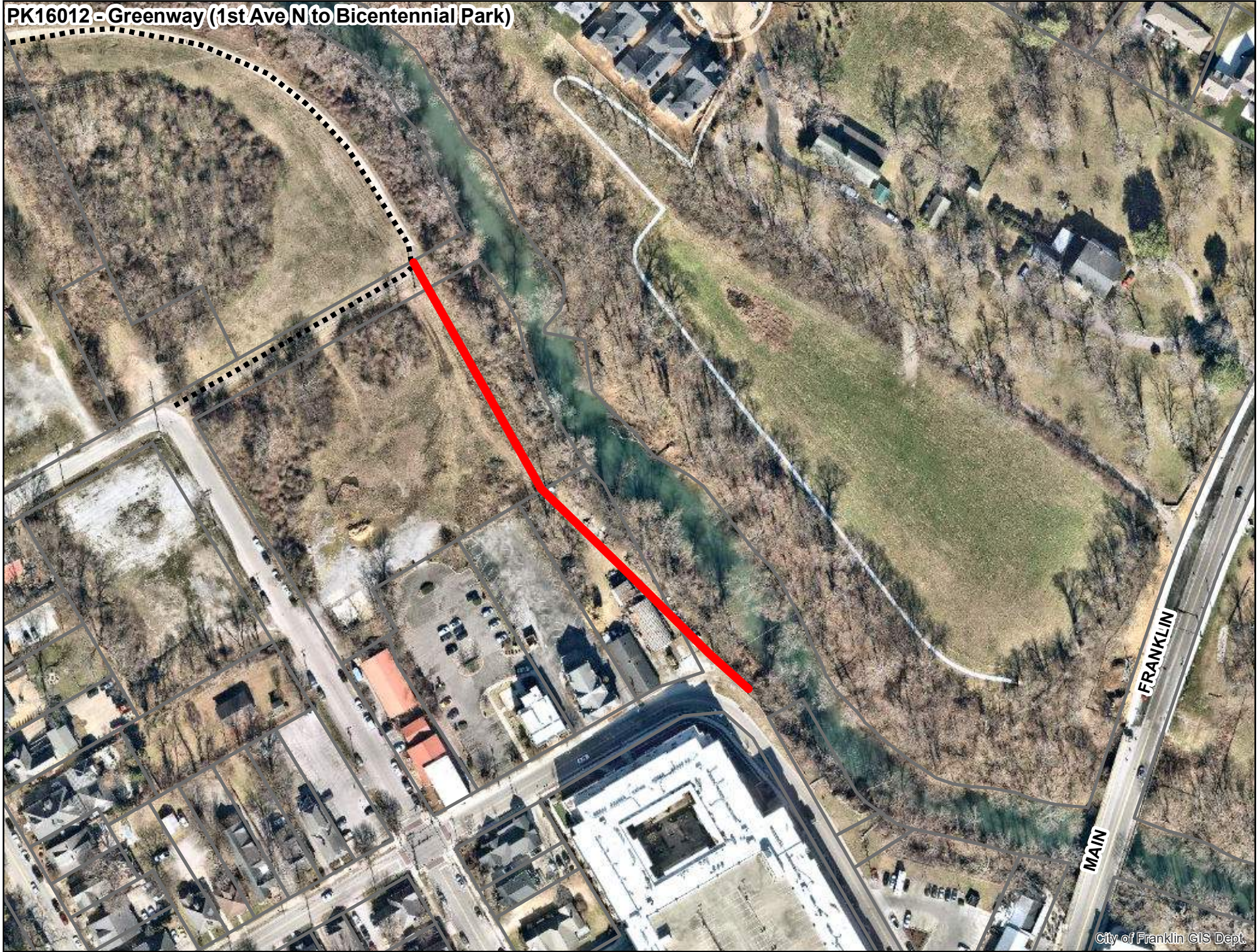
Department	Parks
Contact	Park Director
Type	New
Useful Life	20+
Category	Parks and Recreation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$1,927,200
From existing sidewalks on 1st Ave., the trail woud head north parallel to the Harpeth River to join the existing trail system at Bicentennial Park. Acquisition of ROW would be needed for two private landowners. The City did an environmental assessment of the former dump site in 2016.	
Located in Parkland Dedication Quadrant 4.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	80,000										80,000
ROW and Easements		1,500,000									1,500,000
Construction / CEI			347,200								347,200
Total	80,000	1,500,000	347,200								1,927,200

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Parkland Dedication - Quadrant 4	80,000	1,500,000	347,200								1,927,200
Total	80,000	1,500,000	347,200								1,927,200

PK16012 - Greenway (1st Ave N to Bicentennial Park)



FY 2024 Potential Projects

City of Franklin, Tennessee

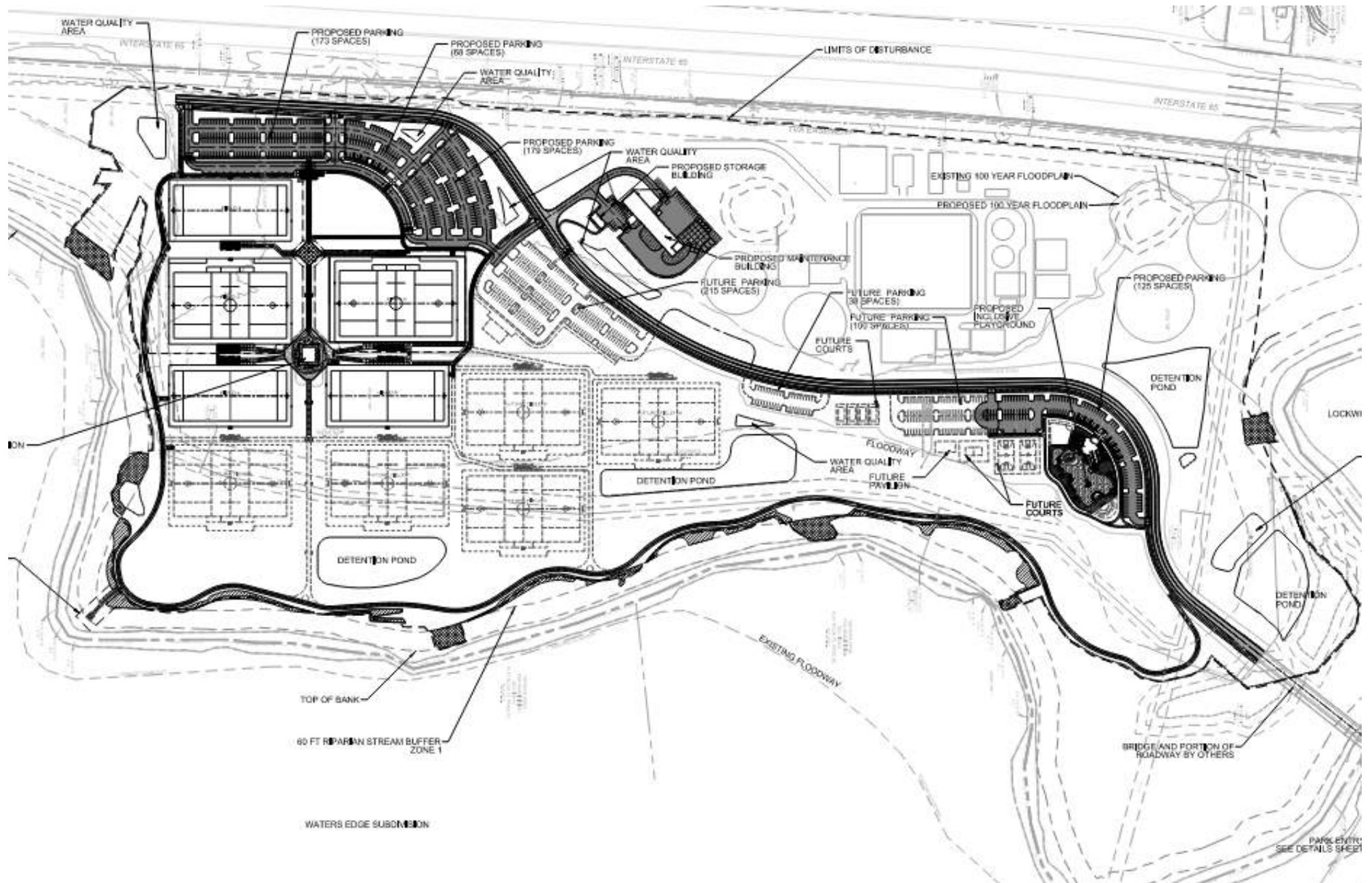
Project #	PK16014
Project Name	Southeast Park 2023

Department	Parks
Contact	Park Director
Type	New
Useful Life	20+
Category	Parks and Recreation
Priority	5 Star Project
Status	Active

Description	Total Cost \$48,198,382
This new park would be built on the City-owned parcel 180 acres in size located between I-65 and the Harpeth River just south of Robinson Lake. The parcel is planned to be used as the site of a future City wastewater treatment plant. The park master plan has been adopted by the Board of Mayor and Aldermen.	
Located in Parkland Dedication Quadrant 2.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
12,048,382	Design/Planning (Professional Services)	150,000										150,000
Total	Construction / CEI	12,000,000	12,000,000	12,000,000								36,000,000
	Total	12,150,000	12,000,000	12,000,000								36,150,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
12,048,382	Parkland Dedication - Quadrant 2	12,150,000	12,000,000	12,000,000								36,150,000
Total	Total	12,150,000	12,000,000	12,000,000								36,150,000



FY 2024 Potential Projects

City of Franklin, Tennessee

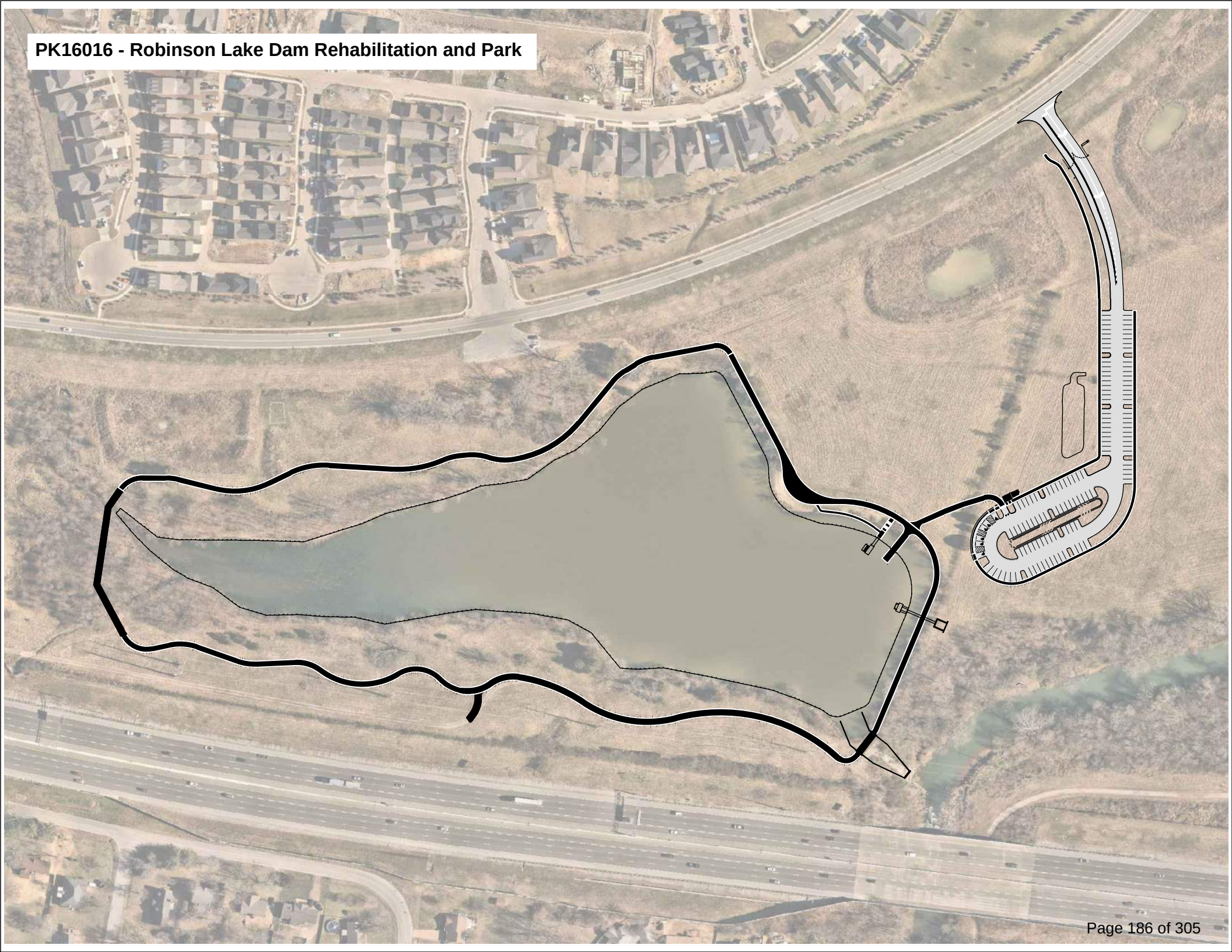
Project #	PK16016
Project Name	Robinson Lake Dam Rehabilitation and Park

Department	Parks
Contact	Park Director
Type	New
Useful Life	20+
Category	Parks and Recreation
Priority	5 Star Project
Status	Active

Description	Total Cost	\$14,287,873
In 2015, the City entered into a Professional Service Agreement with Edge Planning Landscape Architecture & Urban Design to provide design services for the approximately 80 acre Lockwood Glen Park. Edge will be providing a final master plan for the park as the City of Franklin and Crescent Communities assume responsibility in for the total cost of the master plan. The goal is to develop a working plan that can be considered a passive public park in the near future. Located adjacent to the Carothers's South Parkway. Part of the plan will include programming the 12-acre lake, public parking areas, public restrooms and walking trails around the Harpeth and the property.		
Located in Parkland Dedication Quadrant 2.		

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
1,187,873	Design/Planning (Professional Services)	100,000										100,000
Total	Construction / CEI	6,500,000	6,500,000									13,000,000
	Total	6,600,000	6,500,000									13,100,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
1,187,873	Facilities Tax	6,600,000	6,500,000									13,100,000
Total	Total	6,600,000	6,500,000									13,100,000



FY 2024 Potential Projects

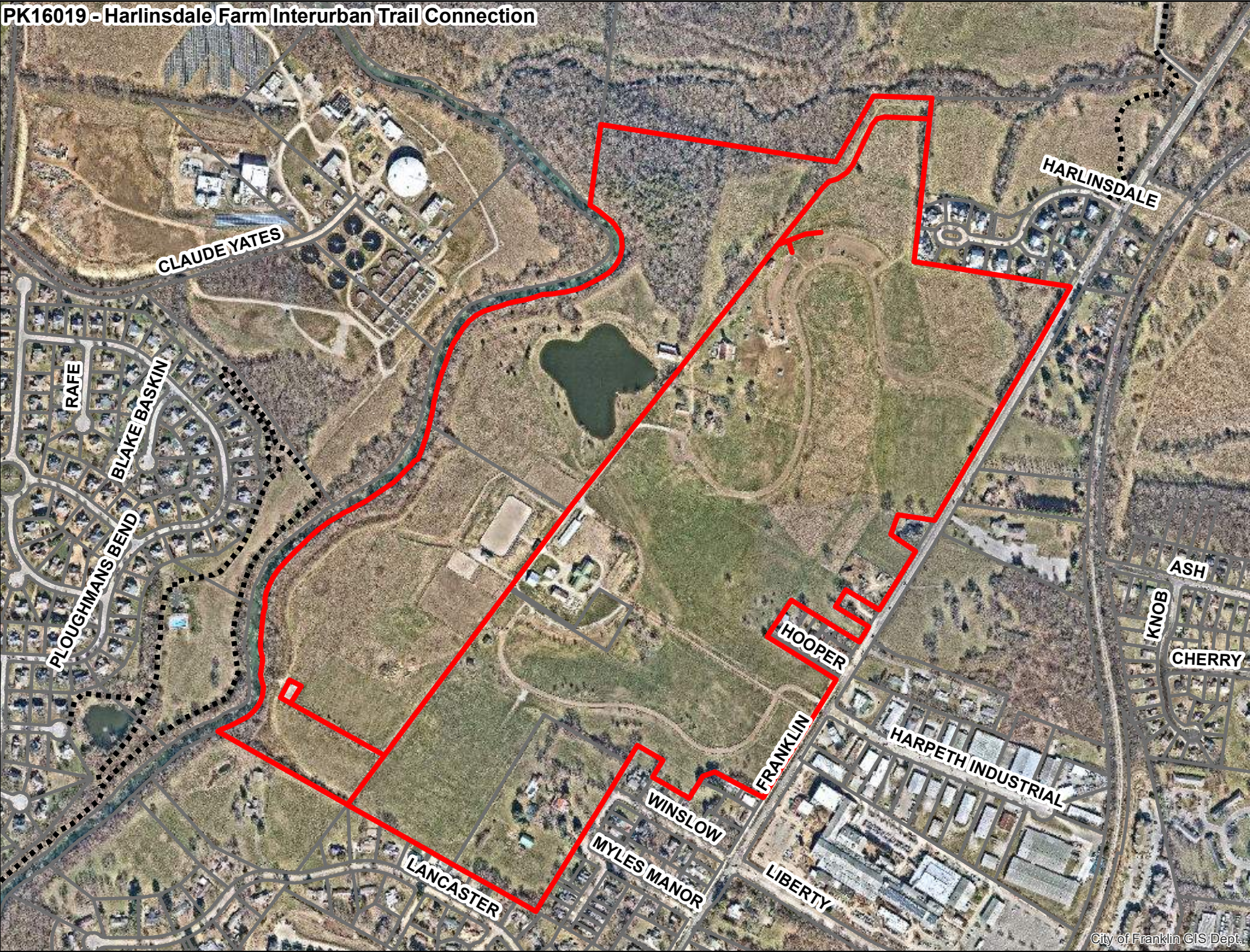
City of Franklin, Tennessee

Project #	PK16019
Project Name	Harlinsdale Farm Interurban Trail Connection

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost	\$2,550,000
The area once housed the interurban rail system from Nashville to Franklin. Paving of the 12 wide interurban rail line can be phased as needed. The initial phase includes the parking at the canoe access at the Harperth River to the parking near the Hayes House. Two electric gates for controlled access between the Main Barn and the Arena are included. The second phase extends from this point to the north part of the site. A 12' wide, paved pedestrian trail will be added from the existing trail near Spencer Creek connecting to the interurban rail at the north.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	150,000										150,000
Construction / CEI		2,400,000									2,400,000
Total	150,000	2,400,000									2,550,000
Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	150,000	2,400,000									2,550,000
Total	150,000	2,400,000									2,550,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK19005
Project Name	Greenway (Aspen Grove to Mallory Station Rd)

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$2,520,000
Aspen Grove Trail Connection is identified in the Parks Master Plan as 1/2-mile trail~greenway connection that will link pedestrians from the Cool Springs area to the Mack Hatcher trailhead and multipurpose pathway located on Mack Hatcher Parkway. Moving in the opposite direction, Spencer Creek flows toward Mallory Station Road with a length of .97 miles. Connecting commerical users and resident to the Cool Springs Mall area north of Aspen Grove Park provides a safe pedestrian connection in this area.	
Located in Parkland Dedication Quadrant 1.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	40,000	40,000	40,000								120,000
ROW and Easements		400,000	400,000								800,000
Construction / CEI				1,600,000							1,600,000
Total	40,000	440,000	440,000	1,600,000							2,520,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Parkland Dedication - Quadrant 1	40,000	440,000	440,000	1,600,000							2,520,000
Total	40,000	440,000	440,000	1,600,000							2,520,000

PK19005 - Greenway (Aspen Grove to Mallory Station Rd)

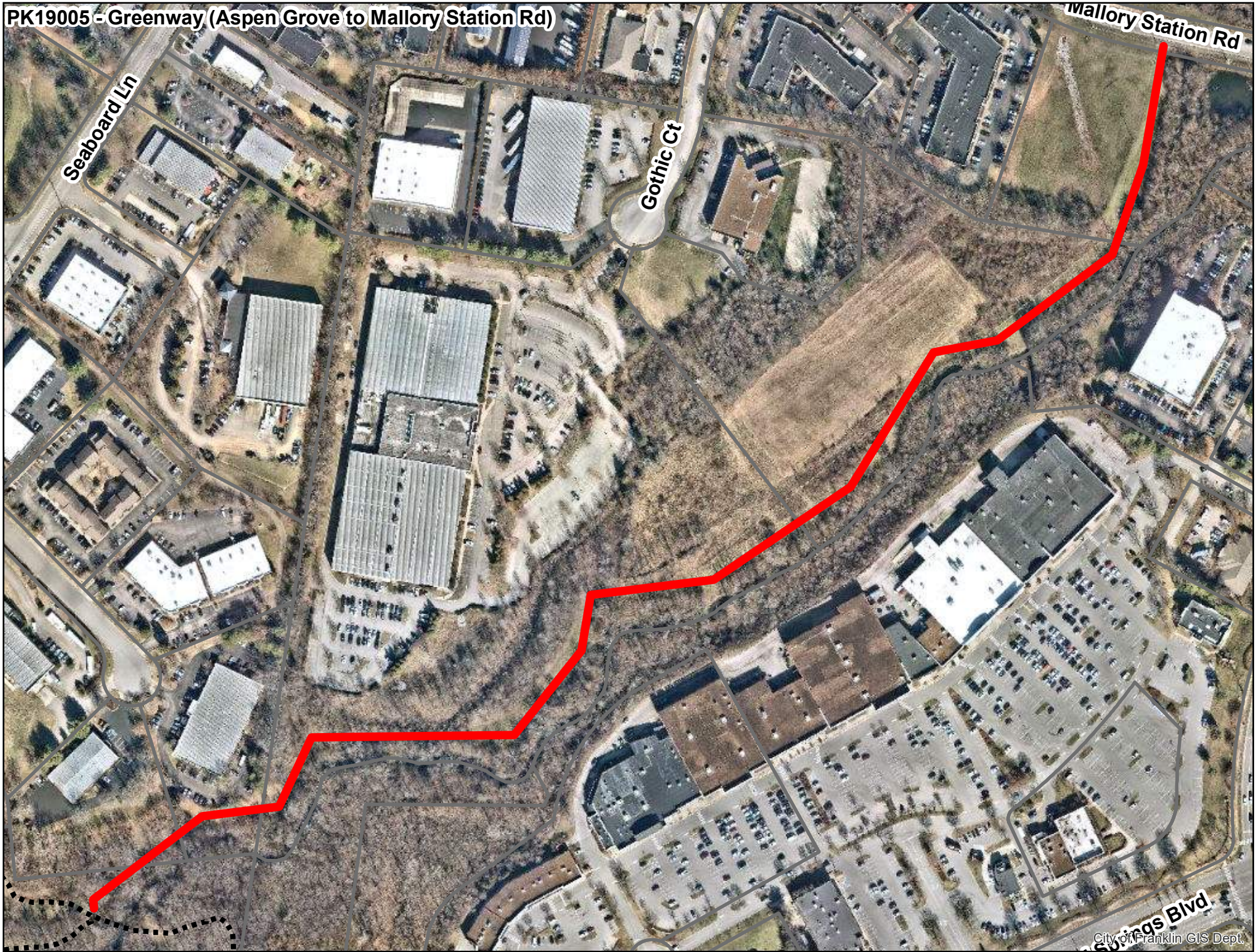
Mallory Station Rd

Seaboard Ln

Gothic Ct

Seaboard Blvd

City of Franklin GIS Dept.



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK19007
Project Name	Greenway (Pinkerton Park to Franklin Road Bridge)

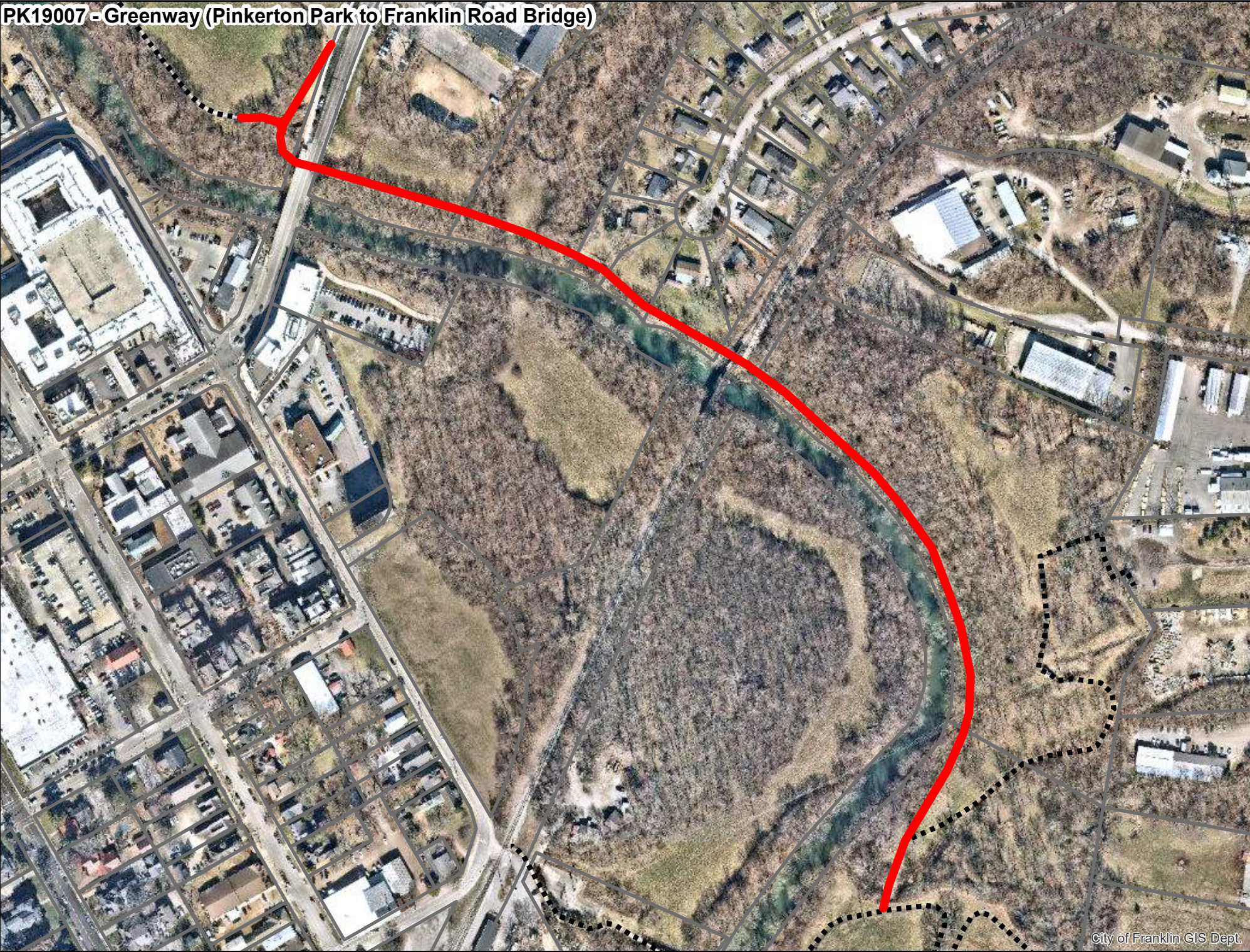
Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Active

Description	Total Cost	\$5,250,000
From the existing trail inside Pinkerton Park, the greenway would head north and west along the banks of the Harpeth, this time hugging a small shelf below Fort Granger as the trail approaches Downtown Franklin and would connect under the Franklin Road Bridge leading to the new sidewalk toward the Park at Harlinsdale Farm or south into downtown Franklin.		
Located in Parkland Dedication Quadrant 1 and 4.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	100,000	100,000									200,000
ROW and Easements		150,000									150,000
Construction / CEI			4,900,000								4,900,000
Total	100,000	250,000	4,900,000								5,250,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	100,000	250,000	4,900,000								5,250,000
Total	100,000	250,000	4,900,000								5,250,000

PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK19015
Project Name	Winstead Hill Park

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$1,150,000
Provide Gravity Sanitary Sewer Service to Winstead Hill Park.	
Reconfigure the existing parking lot to accommodate busses, emergency services and the future widening of Columbia Pike.	

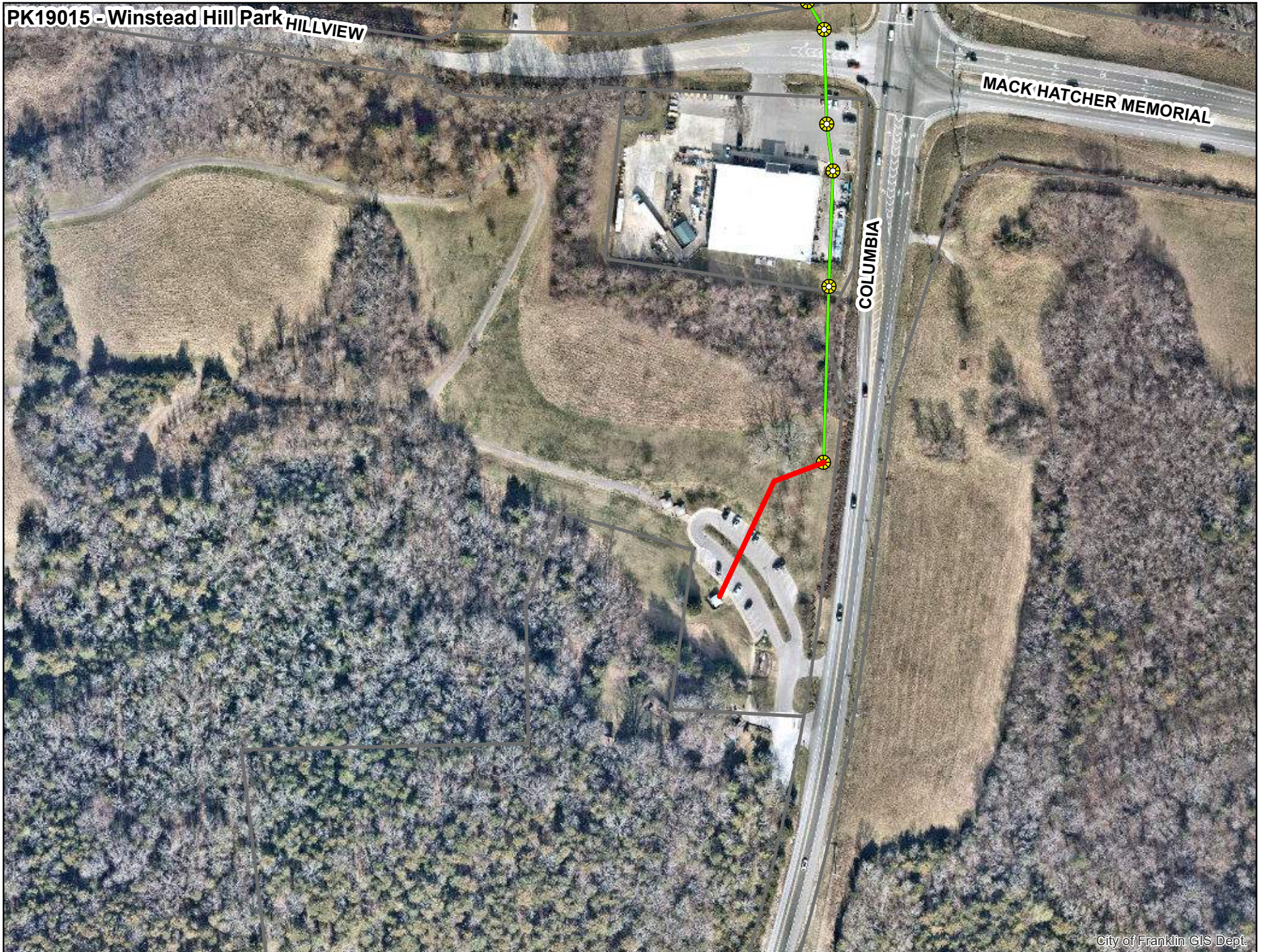
Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	75,000	75,000									150,000
Construction / CEI			1,000,000								1,000,000
Total	75,000	75,000	1,000,000								1,150,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	75,000	75,000	1,000,000								1,150,000
Total	75,000	75,000	1,000,000								1,150,000

PK19015 - Winstead Hill Park HILLVIEW

MACK HATCHER MEMORIAL

COLUMBIA



FY 2024 Potential Projects

City of Franklin, Tennessee

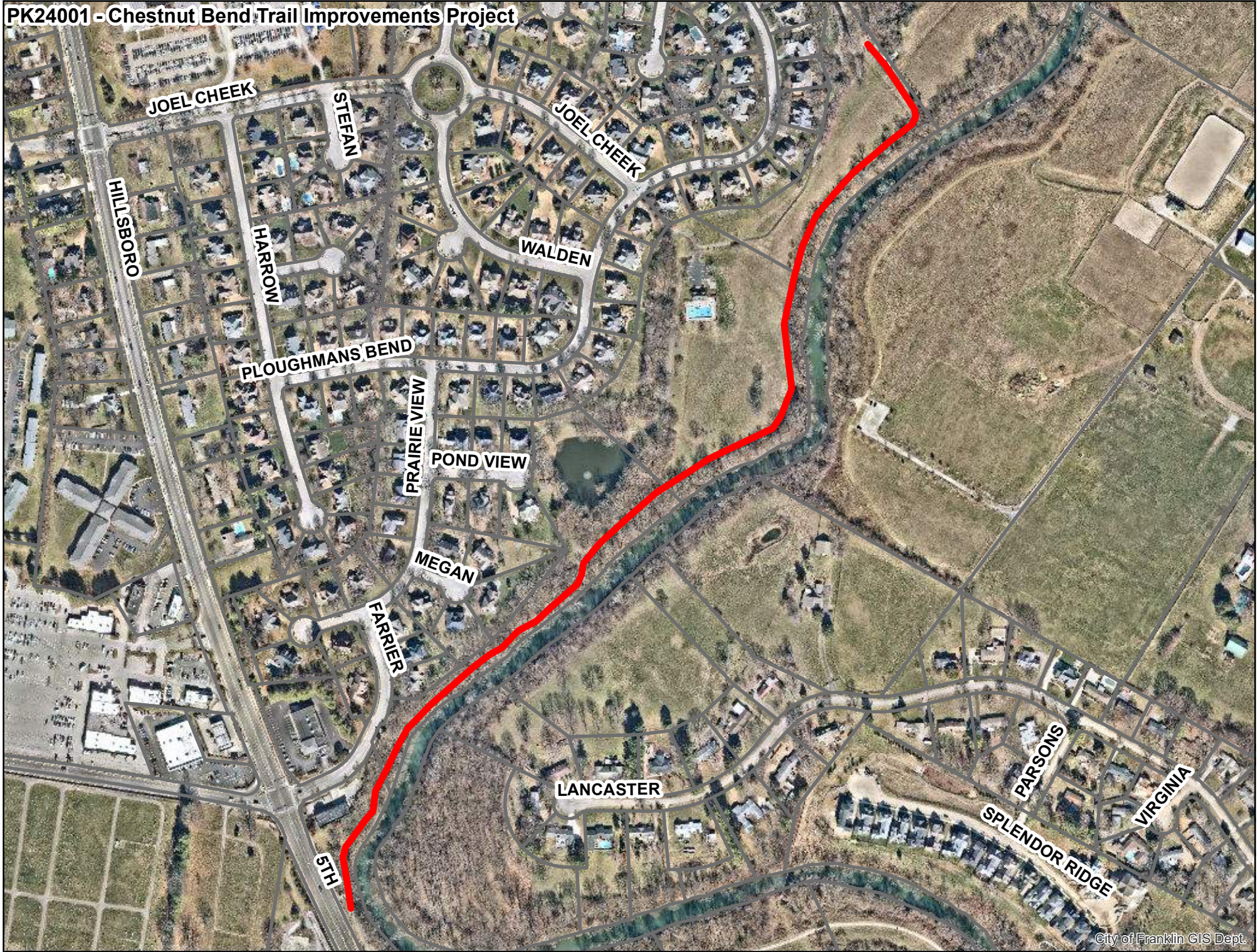
Project #	PK24001
Project Name	Chestnut Bend Trail Improvements Project

Department	Parks
Contact	Park Director
Type	Maintenance
Useful Life	20+
Category	Parks and Recreation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost	\$2,150,000
The city is in the final stages of obtaining a permanent access easement on the existing trail system located in the Chestnut Bend HOA open space. This trail has been neglected for many years and has numerous safety and drainage issues. In addition, the trail is ready for a mill and overlay and should be improved to meet current ADA requirements. The city would need to work with the HOA to evaluate the existing trail system and make major repairs. At a minimum, the city will need to make some temporary safety improvements.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	75,000	75,000									150,000
Construction / CEI			2,000,000								2,000,000
Total	75,000	75,000	2,000,000								2,150,000
Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Facilities Tax	75,000	75,000	2,000,000								2,150,000
Total	75,000	75,000	2,000,000								2,150,000

PK24001 - Chestnut Bend Trail Improvements Project



FY 2024 Potential Projects

City of Franklin, Tennessee

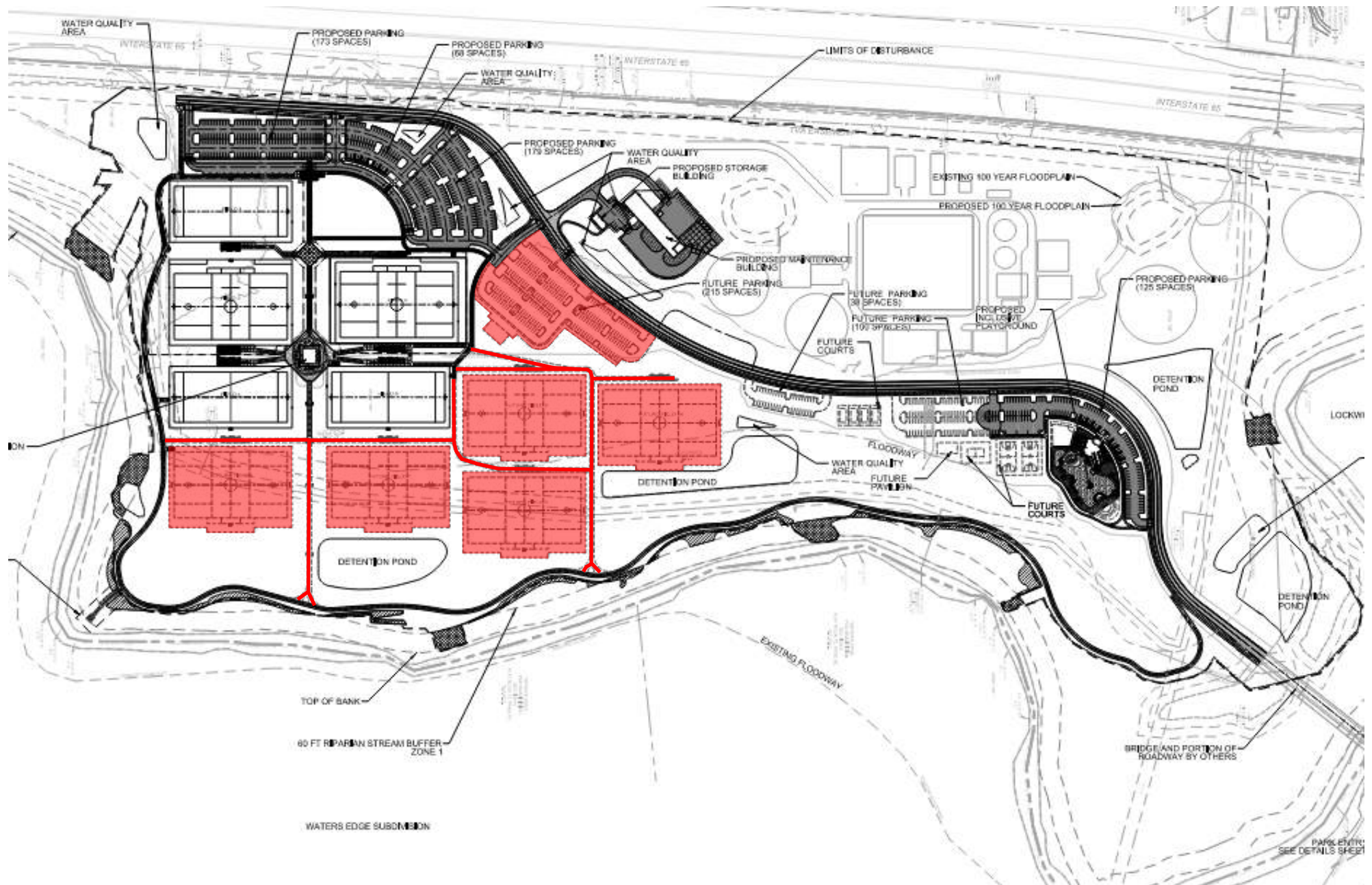
Project #	PK24002
Project Name	Southeast Park - Phase 2

Department	Parks
Contact	Park Director
Type	Unassigned
Useful Life	20+
Category	Parks and Recreation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$16,350,000
Phase 2 is proposed to include additional amenities to the inclusive playground area, walking trails, 5 Lacrosse Fields, small concession stand, two additional parking trays, canoe launch and outdoor game area.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	283,333	283,333	283,334								850,000
Construction / CEI				7,750,000	7,750,000						15,500,000
Total	283,333	283,333	283,334	7,750,000	7,750,000						16,350,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Parkland Dedication - Quadrant 2	283,333	283,333	283,334	7,750,000	7,750,000						16,350,000
Total	283,333	283,333	283,334	7,750,000	7,750,000						16,350,000



FY 2024 Potential Projects

City of Franklin, Tennessee

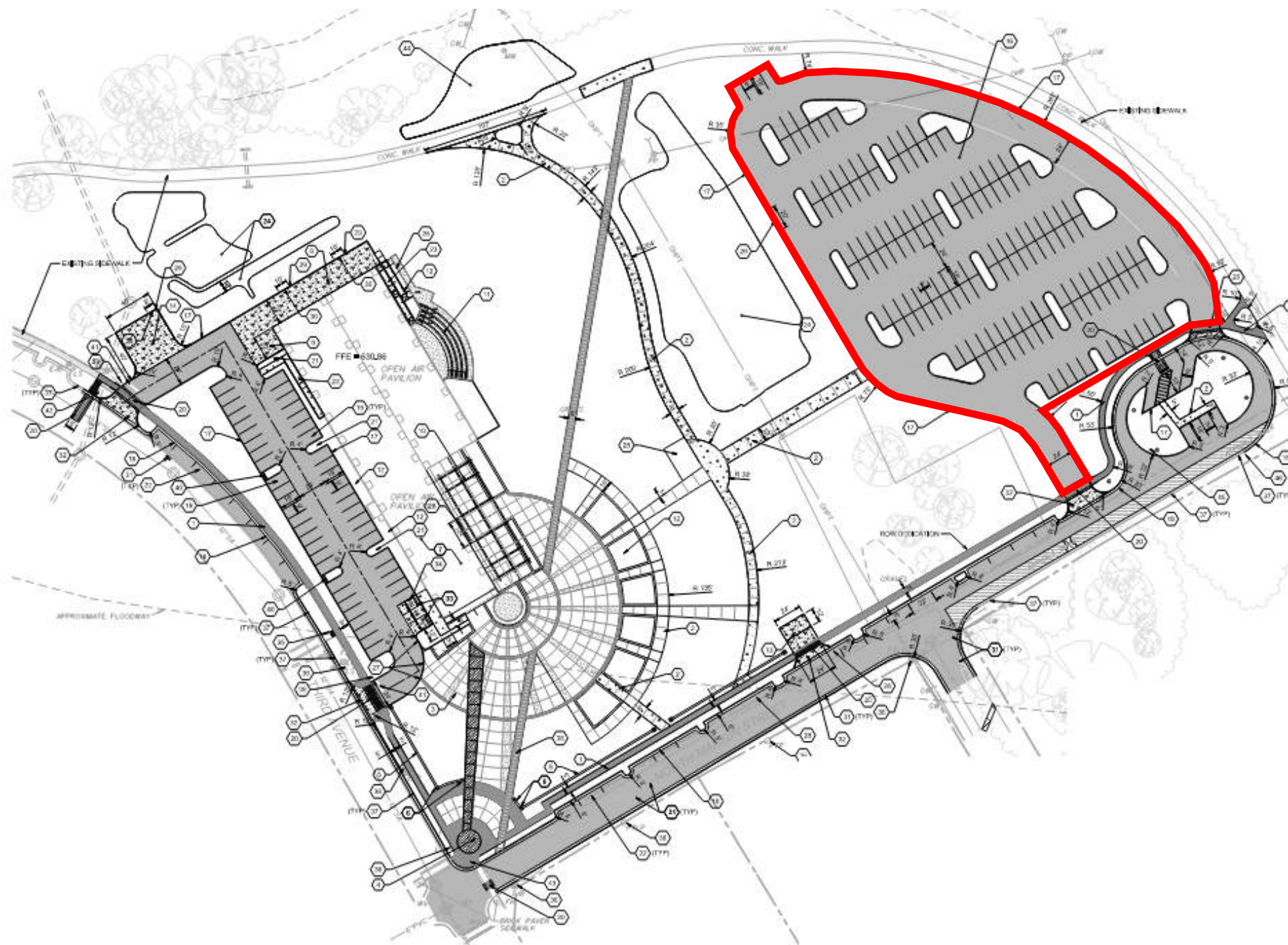
Project #	PK24003
Project Name	Bicentennial Park - East Parking Lot

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$3,950,000
The next phase of Bicentennial Park would include the the construction of the east parking lot, lighting, landscaping and an additional walking trail from the parking area to the main park.	
Located in Parkland Dedication Quadrant 4.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	150,000										150,000
Construction / CEI		3,800,000									3,800,000
Total	150,000	3,800,000									3,950,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	150,000	3,800,000									3,950,000
Total	150,000	3,800,000									3,950,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK24004
Project Name	FSSD (Freedom Middle and Poplar Gorge)

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$4,300,000
The second phase of this project would include 8-10 tennis courts, restroom facility and covered bleachers.	
Located in Parkland Dedication Quadrant 4.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	150,000	150,000									300,000
Construction / CEI			4,000,000								4,000,000
Total	150,000	150,000	4,000,000								4,300,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Misc. Grant	75,000	75,000	2,000,000								2,150,000
Parkland Dedication - Quadrant 4	75,000	75,000	2,000,000								2,150,000
Total	150,000	150,000	4,000,000								4,300,000

PK24004 - FSSD (FREEDOM MIDDLE POPLAR GROVE)



FY 2024 Potential Projects

City of Franklin, Tennessee

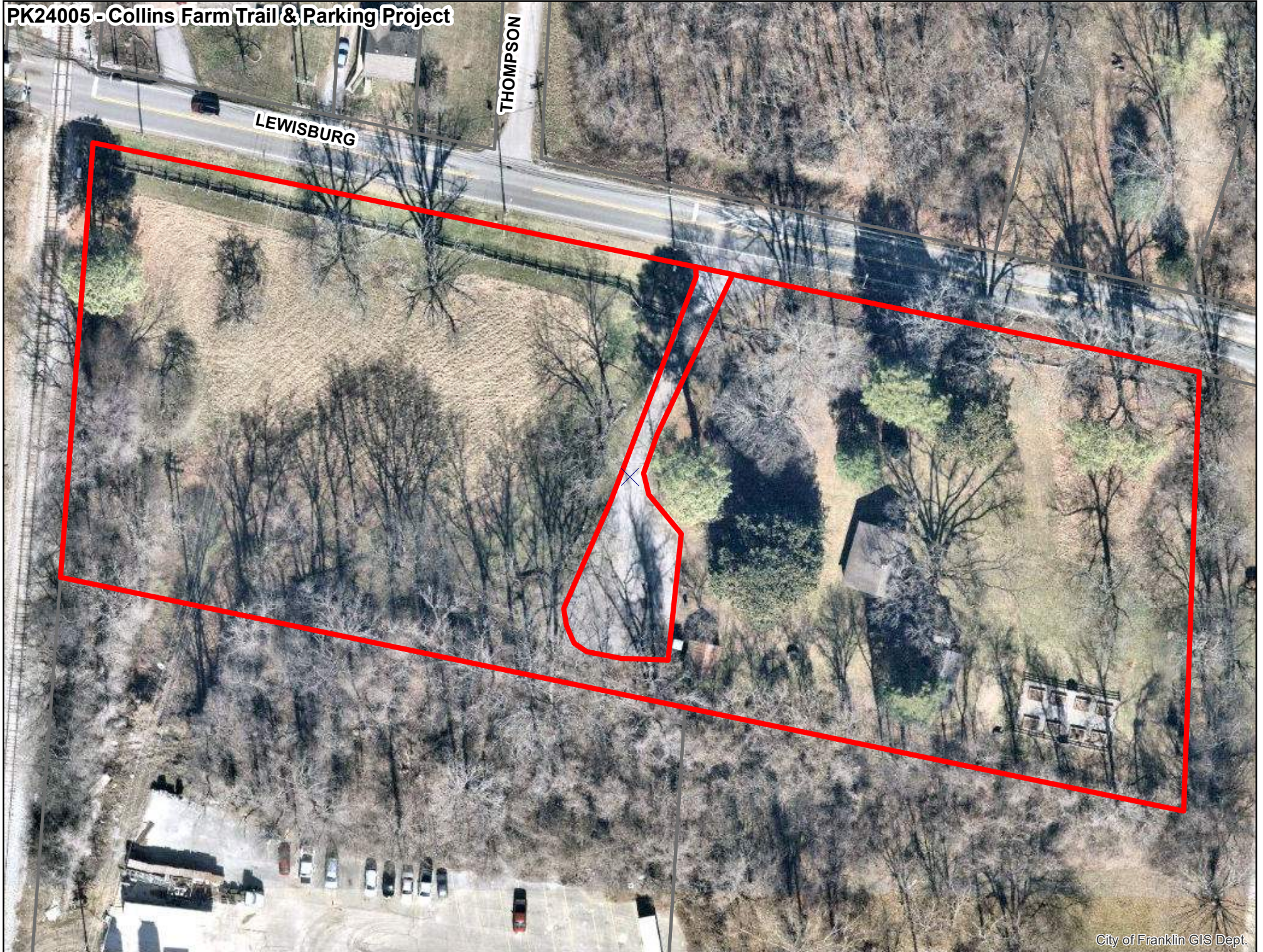
Project #	PK24005
Project Name	Collins Farm Trail & Parking Project

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$600,000
Collins Farm is a 3-acre Historic Park near the Eastern Flank Battle Park and Carnton Plantation. The property has limited vehicle access and amenities. The parking area needs to be upgraded to ADA standards.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	50,000	50,000									100,000
Construction / CEI			500,000								500,000
Total	50,000	50,000	500,000								600,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	50,000	50,000	500,000								600,000
Total	50,000	50,000	500,000								600,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK24006
Project Name	Collins Farm Structure(s) Stabilization and Roof

Department	Parks
Contact	Park Director
Type	Maintenance
Useful Life	20+
Category	Parks and Recreation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$430,000
Collins Farm is a 3-acre Historic Park near the Eastern Flank Battle Park and Carnton Plantation. The purpose of the project would be to stabilize all historic structures located on Collins Farm.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	40,000	40,000									80,000
ROW and Easements			350,000								350,000
Total	40,000	40,000	350,000								430,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	40,000	40,000	350,000								430,000
Total	40,000	40,000	350,000								430,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK24007
Project Name	Liberty Park - Phase 2

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$6,500,000
This project would be the next phase after the Liberty Park 2023 Project. This phase would include 6-8 pickball facilities, ball field batting cage addition, pump track and replacement of the existing concrete seating in the original complex (installed in 2003)	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	250,000	250,000									500,000
Construction / CEI			6,000,000								6,000,000
Total	250,000	250,000	6,000,000								6,500,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Parkland Dedication - Quadrant 1	250,000	250,000	6,000,000								6,500,000
Total	250,000	250,000	6,000,000								6,500,000



FY 2024 Potential Projects

City of Franklin, Tennessee

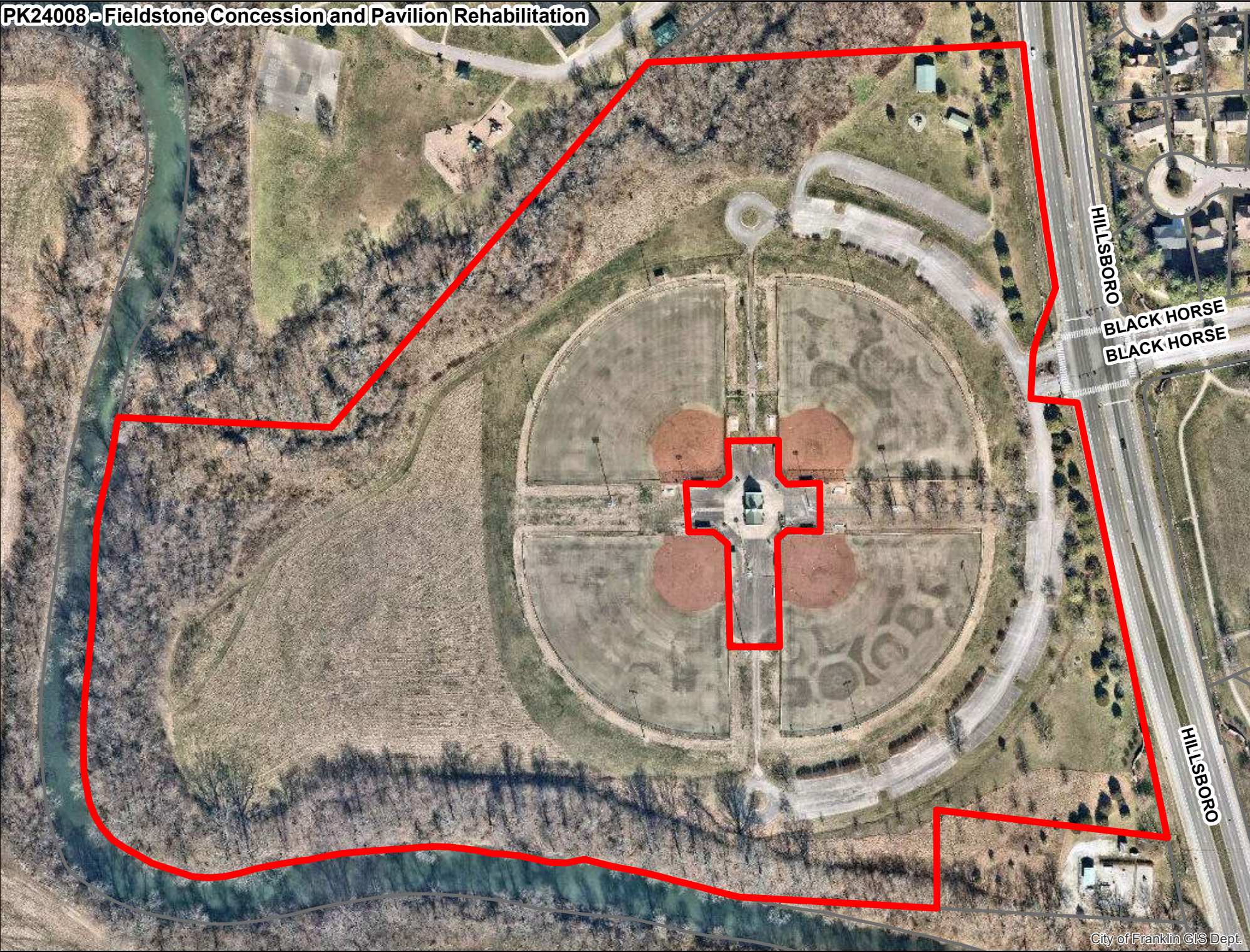
Project #	PK24008
Project Name	Fieldstone Concession and Pavilion Rehabilitation

Department	Parks
Contact	Park Director
Type	Maintenance
Useful Life	20+
Category	Parks and Recreation
Priority	3 Star Project
Status	Active

Description	Total Cost	\$3,800,000
This project includes the restoation of the existing concession stand and pavilion.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	150,000	150,000									300,000
Construction / CEI			3,500,000								3,500,000
Total	150,000	150,000	3,500,000								3,800,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Hotel/Motel Tax	150,000	150,000	3,500,000								3,800,000
Total	150,000	150,000	3,500,000								3,800,000



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	PK24009
Project Name	Creekside Property Acquisition

Department	Parks
Contact	Park Director
Type	New
Useful Life	20+
Category	Parks and Recreation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost	\$6,250,000
A group called the Preservation Partners acquired property along Franklin Road to preserve the open space corridor at the corner of Mack Hatcher Parkway and Franklin Road. The potential purchase may include the City but not limited to private property owners and public-private partnership organizations willing to assist in the initial purchase and development of the proposed plan. Should the City move forward with the acquisition, the next step would be to develop a conceptual master plan with a comprehensive document and process that includes an internal assessment, community engagement, resources and data collection, and development of an implementation plan.		

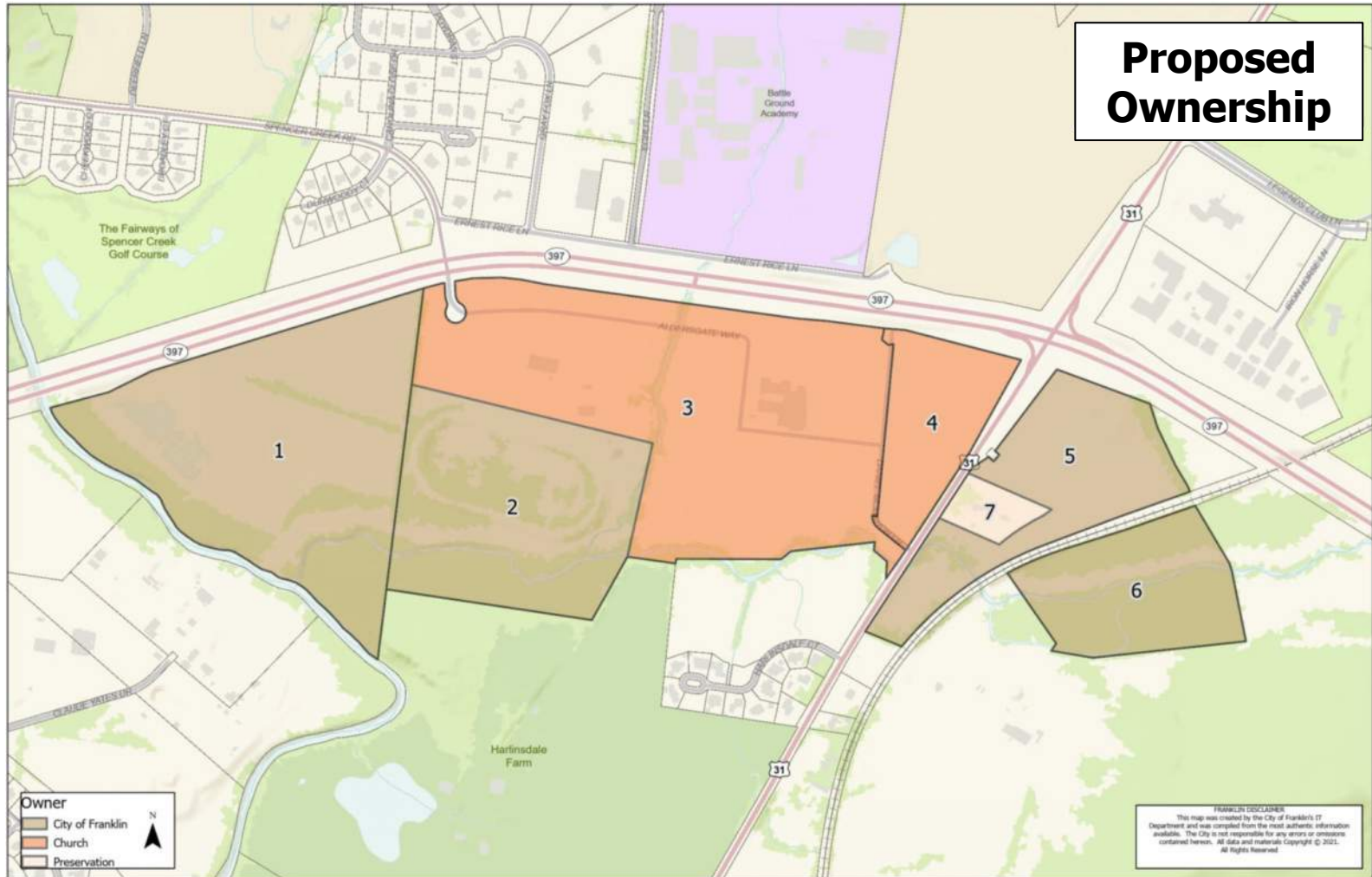
Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	225,000										225,000
ROW and Easements	6,025,000										6,025,000
Total	6,250,000										6,250,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Parkland Dedication - Quadrant 1	6,250,000										6,250,000
Total	6,250,000										6,250,000



City of Franklin, Tennessee

Opportunity for Land Acquisition for Parks



City of Franklin, Tennessee
FY 2024 Potential Projects

PROJECTS BY CATEGORY

Category	#	Priority	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Stormwater													
Figuers Drive Area Drainage Improvements	SW16004	2	136,320	336,320	336,320	4,544,000							5,352,960
Jordan Branch (Cool Springs E) Stream Restoration	SW16005	2	100,000	1,000,000									1,100,000
USACE - Home Raising Project	SW19003	5	2,625,000	2,625,000	2,625,000	2,625,000							10,500,000
Liberty Hills HOA Stream Restoration	SW23001	5	123,458	123,458	2,222,223								2,469,139
Stormwater Total			2,984,778	4,084,778	5,183,543	7,169,000							19,422,099
GRAND TOTAL			2,984,778	4,084,778	5,183,543	7,169,000							19,422,099

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CIP FY 2024 - 2033

City of Franklin, Tennessee

Project #	SW16004
Project Name	Figuers Drive Area Drainage Improvements

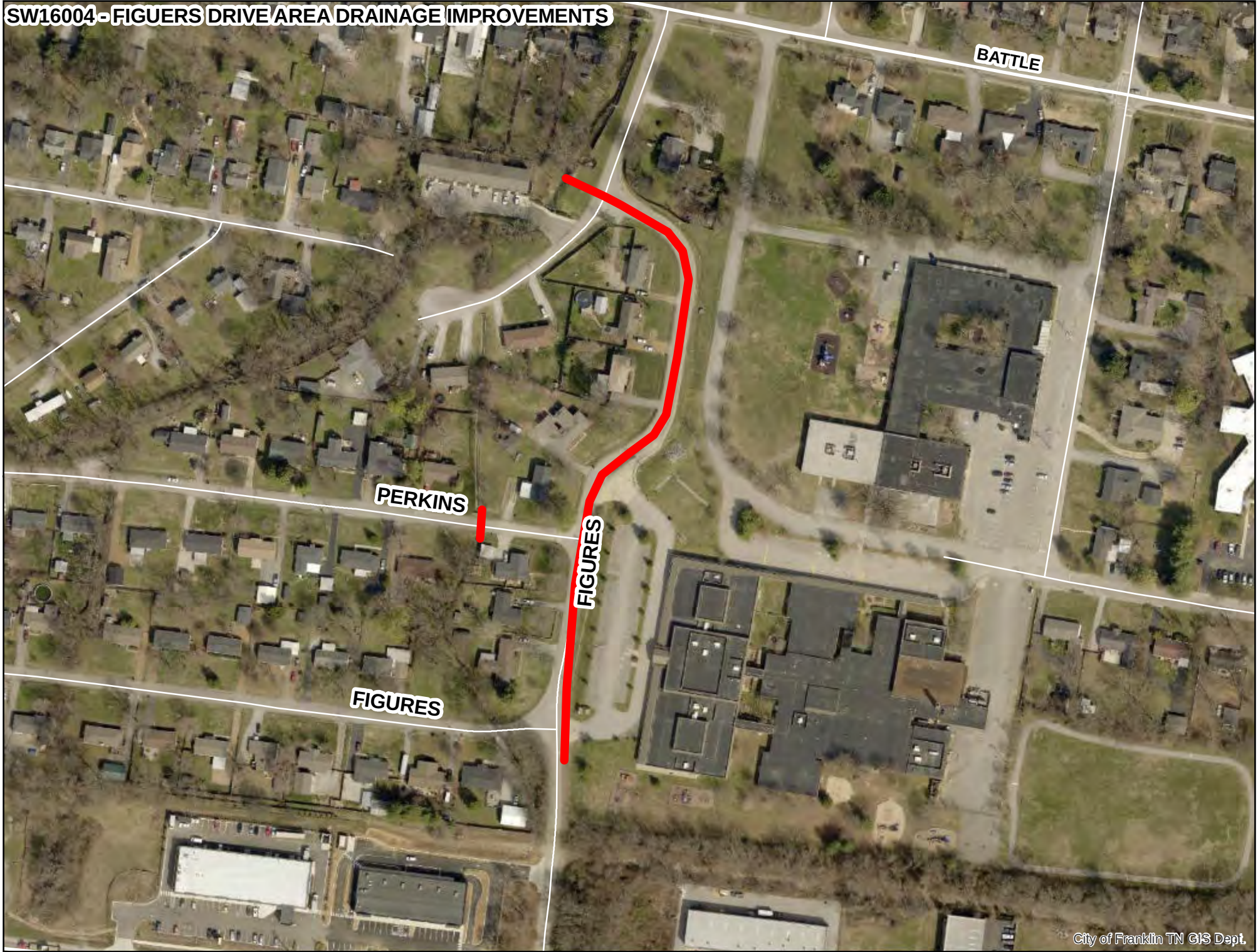
Department	Stormwater
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Stormwater
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$5,589,660
This project includes the installation and upgrade of existing stormwater infrastructure in the Figures Drive Area to include: Channel improvements from Alicia Drive to Figures Drive; Culver upgrades at Perkins Drive and Figures Drive, Diversion Storm Sewer from Figures Dr. to Perkins Dr, Concrete Channel from Perkins Dr. to Alicia Dr and 6x3 RCB at Alicia Dr.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
236,700	Design/Planning (Professional Services)	136,320	136,320	136,320								408,960
Total	ROW and Easements		200,000	200,000								400,000
	Construction / CEI				4,544,000							4,544,000
	Total	136,320	336,320	336,320	4,544,000							5,352,960

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
236,700	Stormwater	136,320	336,320	336,320	3,344,000							4,152,960
Total	Water Renewal				450,000							450,000
	Wastewater Renewal				750,000							750,000
	Total	136,320	336,320	336,320	4,544,000							5,352,960

SW16004 - FIGUERS DRIVE AREA DRAINAGE IMPROVEMENTS



CIP FY 2024 - 2033

City of Franklin, Tennessee

Project #	SW16005
Project Name	Jordan Branch (Cool Springs E) Stream Restoration

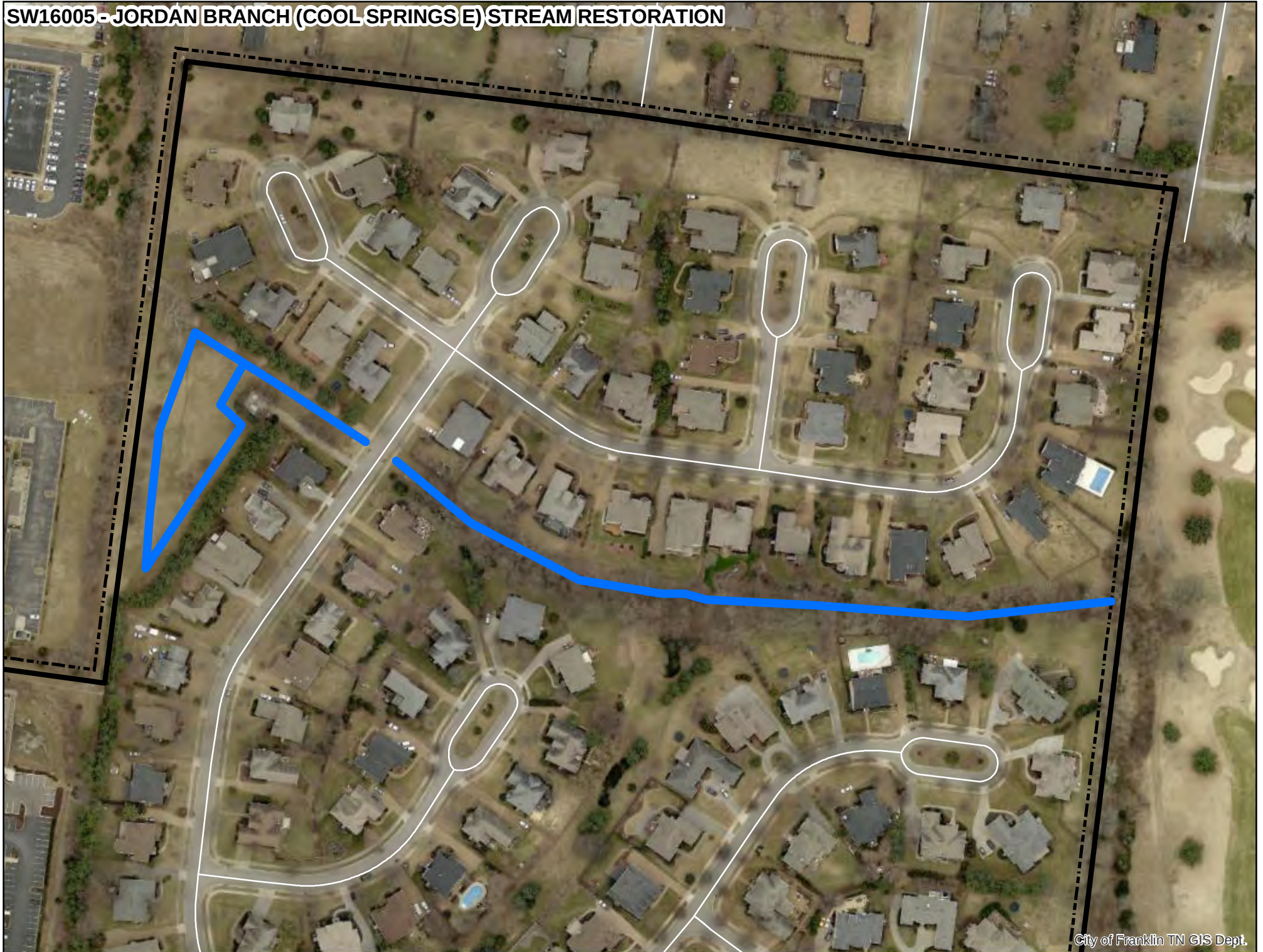
Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$1,293,753
Restore and stabilize banks along Jordan Branch within The Meadow Subdivision located off of Bakers Bridge Avenue. The HOA would ultimatly be responsible for providing the required easement and all tree removal.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
193,753	Design/Planning (Professional Services)	100,000										100,000
Total	Construction / CEI		1,000,000									1,000,000
	Total	100,000	1,000,000									1,100,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
193,753	Stormwater	100,000	1,000,000									1,100,000
Total	Total	100,000	1,000,000									1,100,000

SW16005 - JORDAN BRANCH (COOL SPRINGS E) STREAM RESTORATION



CIP FY 2024 - 2033

City of Franklin, Tennessee

Project #	SW19003
Project Name	USACE - Home Raising Project

Department	Stormwater
Contact	Engineering Director
Type	Unassigned
Useful Life	20+
Category	Stormwater
Priority	5 Star Project
Status	Pending

Description	Total Cost \$11,610,367
The US Army Corps of Engineers (USACE) and City of Franklin are partnering on a home raising/lifting project that elevates up to 35 eligible homes out of the floodplain. This voluntary program is part of the USACE’s Harpeth River Feasibility Study (stemming from the May 2010 flood), which identifies flood risk management options for residents within the Harpeth River Watershed. This program is sponsored by the City of Franklin and administered through the USACE, as part of a Project Partnership Agreement for design and construction of the project. The cost estimate provided above is for 21 of the 35 eligible properties that intend to participate within the program. There is the possibility that additional homeowners might sign on to the program, thereby increasing project costs. The USACE agrees to pay for 65% of the administrative, construction, and temporary relocation costs. The City and homeowners would be responsible for the remaining 35% of required funding (17.5% City / 17.5% Homeowner).	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
1,110,367	Construction / CEI	2,625,000	2,625,000	2,625,000	2,625,000							10,500,000
Total	Total	2,625,000	2,625,000	2,625,000	2,625,000							10,500,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
1,110,367	Stormwater	459,375	459,375	459,375	459,375							1,837,500
Total	Misc. Grant	2,165,625	2,165,625	2,165,625	2,165,625							8,662,500
	Total	2,625,000	2,625,000	2,625,000	2,625,000							10,500,000

SW19003—USACE Home Raising Project



CIP FY 2024 - 2033

City of Franklin, Tennessee

Project #	SW23001
Project Name	Liberty Hills HOA Stream Restoration

Department	Stormwater
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Stormwater
Priority	5 Star Project
Status	Completed

Description	Total Cost	\$2,469,139
The purpose of this project is to modify the Liberty Hills Pond and outlet structure to remove the permanent pool and provide a natural stream for a more aesthetically pleasing and stable condition by incorporating natural stream design principles, bioengineering and traditional stabilization techniques. 60% of this project is funded via the American Rescue Plan.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	123,458	123,458									246,916
Construction / CEI			2,222,223								2,222,223
Total	123,458	123,458	2,222,223								2,469,139

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Stormwater	49,383	49,383	888,889								987,655
Misc. Grant	74,075	74,075	1,333,334								1,481,484
Total	123,458	123,458	2,222,223								2,469,139



City of Franklin, Tennessee
FY 2024 Potential Projects

PROJECTS BY CATEGORY

Category	#	Priority	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Transportation													
Columbia Ave (Mack Hatcher Pkwy-Downs Blvd)	ST15002	5	1,033,333	1,933,333	1,933,334	12,833,333	12,833,333	12,833,334					43,400,000
Carlisle Ln (SR96W-Mack Hatcher Pkwy)	ST16001	5	633,333	1,983,333	1,983,334	15,400,000							20,000,000
Goose Creek Bypass and Carothers Pkwy Extension	ST16003	4	950,000	950,000	3,250,000	3,250,000	15,800,000	15,800,000					40,000,000
Peytonsville Rd & Pratt Ln Intersection Imp.	ST16005	5	325,000	325,000	1,375,000	1,375,000	10,700,000						14,100,000
Jordan Road (Aspen Grove Dr-Mallory Ln)	ST16006	5	200,000	2,900,000									3,100,000
East McEwen Drive Improvements - Phase 4	ST16007	5	150,000	14,033,333	14,033,333	14,033,334							42,250,000
Mallory Ln, N Royal Oaks and Liberty Pike Imp.	ST16011	5	233,333	1,983,333	1,983,334	8,400,000	8,400,000						21,000,000
E McEwen Dr. Ext. (Wilson Pike - Williamson Co)	ST16012	5	533,333	2,533,333	2,533,333	6,500,000	6,500,000						18,599,999
Aspen Grove Dr. & Seaboard Ln Intersection Imp.	ST16013	1	100,000	500,000	500,000	2,300,000							3,400,000
Carothers Pkwy (S Carothers Rd-SR96)	ST16015	3	700,000	700,000	2,750,000	2,750,000	11,500,000	11,500,000					29,900,000
Lewisburg Pike (Donaldson Crk Pkwy-Mack Hatcher)	ST16016	3	525,000	525,000	2,125,000	2,125,000	8,750,000	8,750,000					22,800,000
Long Ln and Old Peytonsville Rd Connector	ST16017	5	4,133,333	3,150,000	3,150,000	10,033,333	10,033,333	10,033,335					40,533,334
Church St. Infrastructure Upgrades	ST16018	5	433,333	1,933,333	1,575,000	6,100,000	6,100,000						16,141,666
N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	ST16019	2	350,000	350,000	2,500,000	2,500,000	11,300,000						17,000,000
Lewisburg Ave Imp (Collins Farm-W of Stewart St)	ST16021	5	133,333	633,333	3,300,000								4,066,666
Carothers Pkwy (Long Ln - S Carothers Rd)	ST16022	2	650,000	1,150,000	10,850,000	10,850,000							23,500,000
1st Ave Multiuse Trail (S Margin St - Bridge St)	ST16023	1	100,000	600,000	1,500,000								2,200,000
Mack Hatcher Pkwy Trail (Hillsboro Rd-Franklin Rd)	ST16024	5	150,000	650,000	4,000,000								4,800,000
Oxford Glen Dr Trail (Candytuft Ct.-E McEwen Dr)	ST16025	1	50,000	450,000	600,000								1,100,000
Boyd Mill Ave (South of SR96-Downs Blvd)	ST16027	2	366,666	366,667	866,667	8,800,000							10,400,000
Clovercroft Rd (SR96-Oxford Glen Dr)	ST16028	2	675,000	675,000	2,675,000	2,675,000	14,300,000	14,300,000					35,300,000
Lewisburg Pike Trail (Carriage Park - Collins Farm)	ST16030	5	133,333	383,333	383,334	3,200,000							4,100,000
West Main St (Natchez St - Downs Blvd)	ST16032	2	600,000	600,000	3,050,000	3,050,000	9,950,000	9,950,000					27,200,000

Category	#	Priority	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Columbia Ave (Downs Blvd - Fowlkes St)	ST16035	2	375,000	375,000	2,075,000	2,075,000	6,300,000	6,300,000					17,500,000
Main St Sidewalk Repair Project	ST19001	5	600,000	600,000	600,000	600,000	600,000						3,000,000
Lewisburg Pike Trail (SR397 - Carriage Park Dr)	ST19002	5	166,666	166,667	716,667	650,000	3,600,000						5,300,000
Mack Hatcher Pkwy SE Widening	ST19003	4	2,966,666	2,966,667	3,466,667	37,150,000	37,150,000						83,700,000
Mack Hatcher Pkwy SW Extention	ST19005	2	1,500,000	1,500,000	1,500,000	7,833,333	6,483,333	6,483,334	43,800,000	43,800,000			112,900,000
Mallory Ln. and Cool Springs Blvd. Improvements	ST24001	4	133,333	483,333	483,334	3,600,000							4,700,000
Mallory Ln and W McEwen Dr Intersection Imp	ST24002	4	100,000	500,000	500,000	2,600,000							3,700,000
Eddy Lane (SR96-Liberty Pike)	ST24003	3	450,000	450,000	1,350,000	1,350,000	7,400,000						11,000,000
South Margin St and 5th Ave Intersection Imp	ST24004	4	200,000	200,000	550,000	2,200,000							3,150,000
Lewisburg Pike and Donaldson Creek Pkwy Int Imp	ST24005	4	50,000	65,000	850,000								965,000
Battle Ave Bridge Replacment Project	ST24006	4	30,000	60,000	650,000								740,000
Del Rio Pike Culvert Replacement	ST24007	4	75,000	75,000	300,000	1,000,000							1,450,000
Franklin Road (SR397 - SR441)	ST24008	3	775,000	775,000	3,275,000	3,275,000	19,150,000	19,150,000					46,400,000
Transportation Total			20,579,995	47,524,998	83,233,337	178,508,333	206,849,999	115,100,003	43,800,000	43,800,000			739,396,665
GRAND TOTAL			20,579,995	47,524,998	83,233,337	178,508,333	206,849,999	115,100,003	43,800,000	43,800,000			739,396,665

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST15002
Project Name	Columbia Ave (Mack Hatcher Pkwy-Downs Blvd)

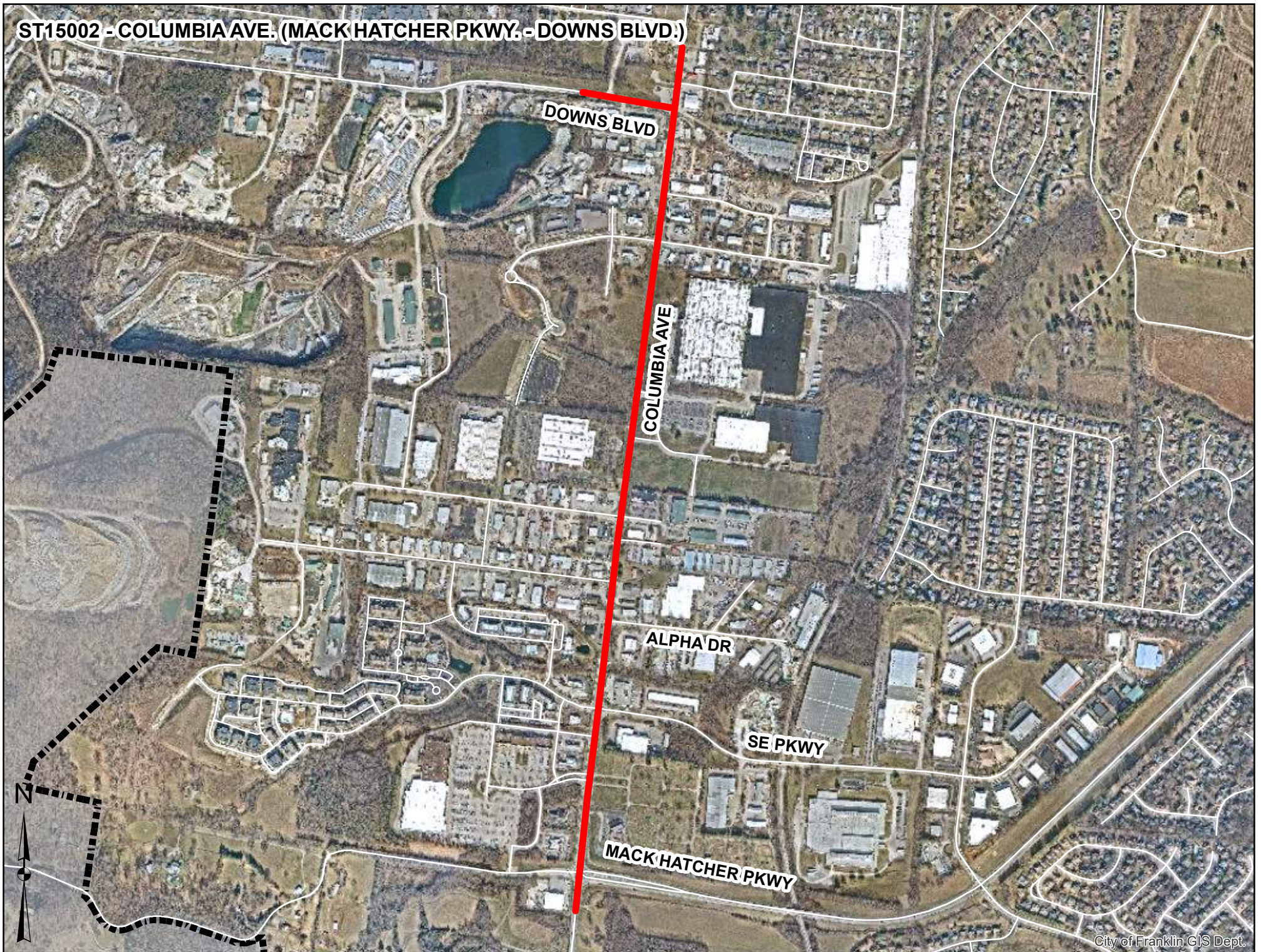
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Pending

Description	Total Cost	\$45,019,884
Columbia Avenue (SR-6/US-31) is proposed to be widened from 2-3 lanes to 5 lanes from Downs Boulevard to Mack Hatcher Parkway (SR-397). This projects provides a key link from the south side of Franklin into the Downtown. This area accesses heavy commercial and manufacturing areas within the City and the road must be able to handle truck traffic. The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles (as allowed). Approximate project length of 7,535 LF. This project is funded 100% by TDOT and FHWA with the acception of utility relocations. The City will need to pay for the relocation of all utilities located in private easements.		

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
1,619,884	Design/Planning (Professional Services)	433,333	433,333	433,334								1,300,000
Total	ROW and Easements	600,000	1,500,000	1,500,000								3,600,000
	Construction / CEI				12,833,333	12,833,333	12,833,334					38,500,000
	Total	1,033,333	1,933,333	1,933,334	12,833,333	12,833,333	12,833,334					43,400,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
1,619,884	General				966,666	966,667	966,667					2,900,000
Total	Reclaimed Water Capacity				566,667	566,667	566,666					1,700,000
	MPO/TDOT Funding	1,033,333	1,933,333	1,933,334	10,333,333	10,333,333	10,333,334					35,900,000
	Water Renewal				566,667	566,666	566,667					1,700,000
	Wastewater Renewal				400,000	400,000	400,000					1,200,000
	Total	1,033,333	1,933,333	1,933,334	12,833,333	12,833,333	12,833,334					43,400,000

ST15002 - COLUMBIA AVE. (MACK HATCHER PKWY. - DOWNS BLVD.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16001
Project Name	Carlisle Ln (SR96W-Mack Hatcher Pkwy)

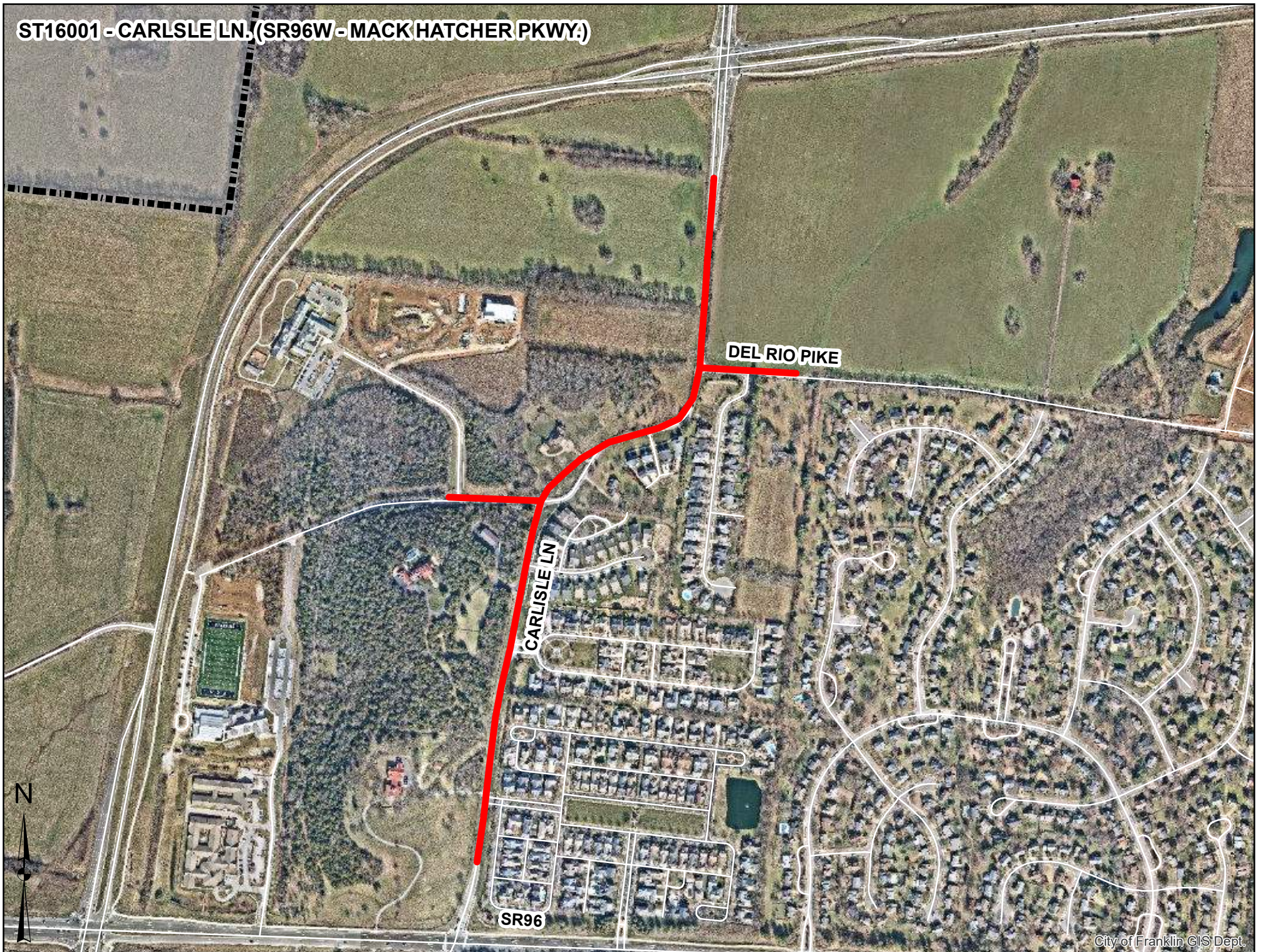
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Not Funded

Description	Total Cost \$20,000,000
This is an upgrade to an existing 2 lane roadway. This new road will start at Mack Hatcher Parwkay (SR-397) and end at SR96W.	
The project will include roadway construction, utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 4,756 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	633,333	633,333	633,334								1,900,000
ROW and Easements		1,350,000	1,350,000								2,700,000
Construction / CEI				15,400,000							15,400,000
Total	633,333	1,983,333	1,983,334	15,400,000							20,000,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General				800,000							800,000
Reclaimed Water Renewal				1,100,000							1,100,000
Water Renewal				1,100,000							1,100,000
Wastewater Renewal				600,000							600,000
Road Impact Fees - Collector SA1	633,333	1,983,333	1,983,334	11,800,000							16,400,000
Total	633,333	1,983,333	1,983,334	15,400,000							20,000,000

ST16001 - CARLSLE LN. (SR96W - MACK HATCHER PKWY.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16003
Project Name	Goose Creek Bypass and Carothers Pkwy Extension

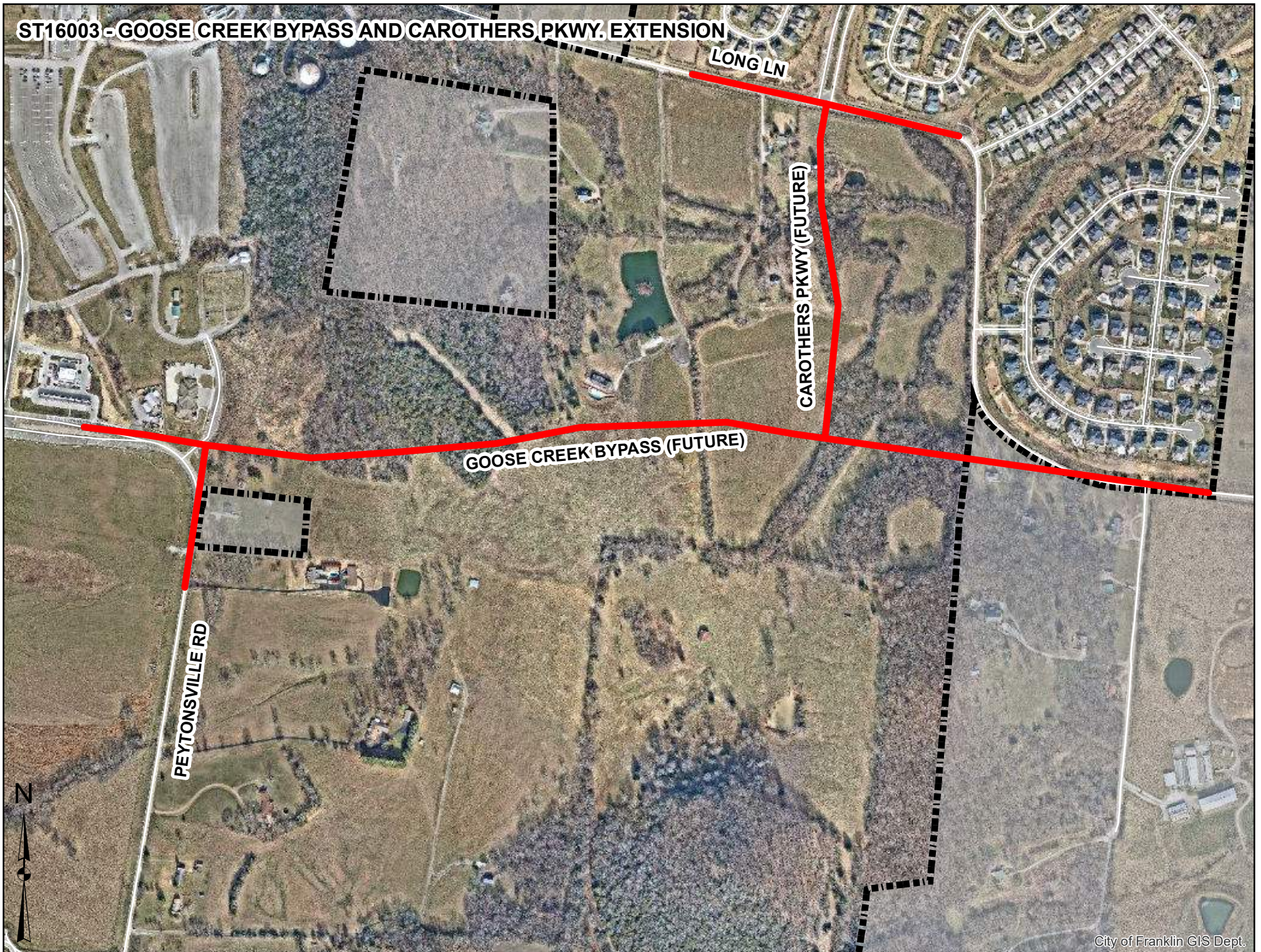
Department	Streets
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$40,000,000
This project is a new 4 lane road. It is an extension of Goose Creek Bypass (SR-248) and Carothers Parkway. The project would complete a connection between two major arterials. This connection is important to provide additional east-west access with the development of new residential and commercial in the southeast quadrant of the City. The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 9,071 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	950,000	950,000	950,000	950,000							3,800,000
ROW and Easements			2,300,000	2,300,000							4,600,000
Construction / CEI					15,800,000	15,800,000					31,600,000
Total	950,000	950,000	3,250,000	3,250,000	15,800,000	15,800,000					40,000,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					850,000	850,000					1,700,000
Road Impact Fees - Arterial	950,000	950,000	3,250,000	3,250,000	14,950,000	14,950,000					38,300,000
Total	950,000	950,000	3,250,000	3,250,000	15,800,000	15,800,000					40,000,000

ST16003 - GOOSE CREEK BYPASS AND CAROTHERS PKWY. EXTENSION



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16005
Project Name	Peytonsville Rd & Pratt Ln Intersection Imp.

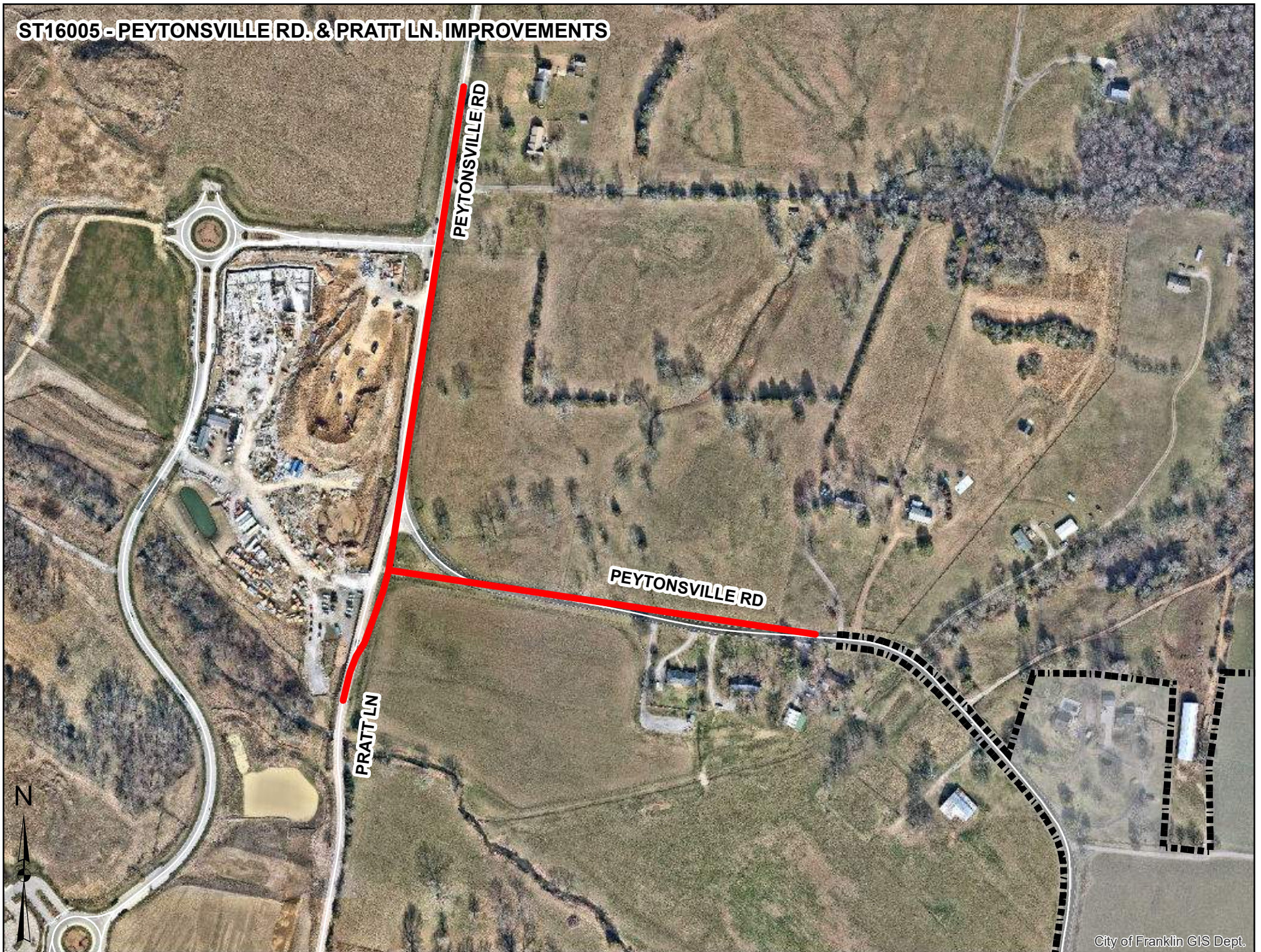
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Not Funded

Description	Total Cost \$14,100,000
This project is to bring Peytonsville Road up to the City’s current standards. It is anticipated that there will be future mixed use growth in this area and a road to City standards is needed to handle the traffic.	
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 2,715 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	325,000	325,000	325,000	325,000							1,300,000
ROW and Easements			1,050,000	1,050,000							2,100,000
Construction / CEI					10,700,000						10,700,000
Total	325,000	325,000	1,375,000	1,375,000	10,700,000						14,100,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					1,200,000						1,200,000
Wastewater Capacity					500,000						500,000
Road Impact Fees - Collector SA3	325,000	325,000	1,375,000	1,375,000	9,000,000						12,400,000
Total	325,000	325,000	1,375,000	1,375,000	10,700,000						14,100,000

ST16005 - PEYTONSVILLE RD. & PRATT LN. IMPROVEMENTS



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16006
Project Name	Jordan Road (Aspen Grove Dr-Mallory Ln)

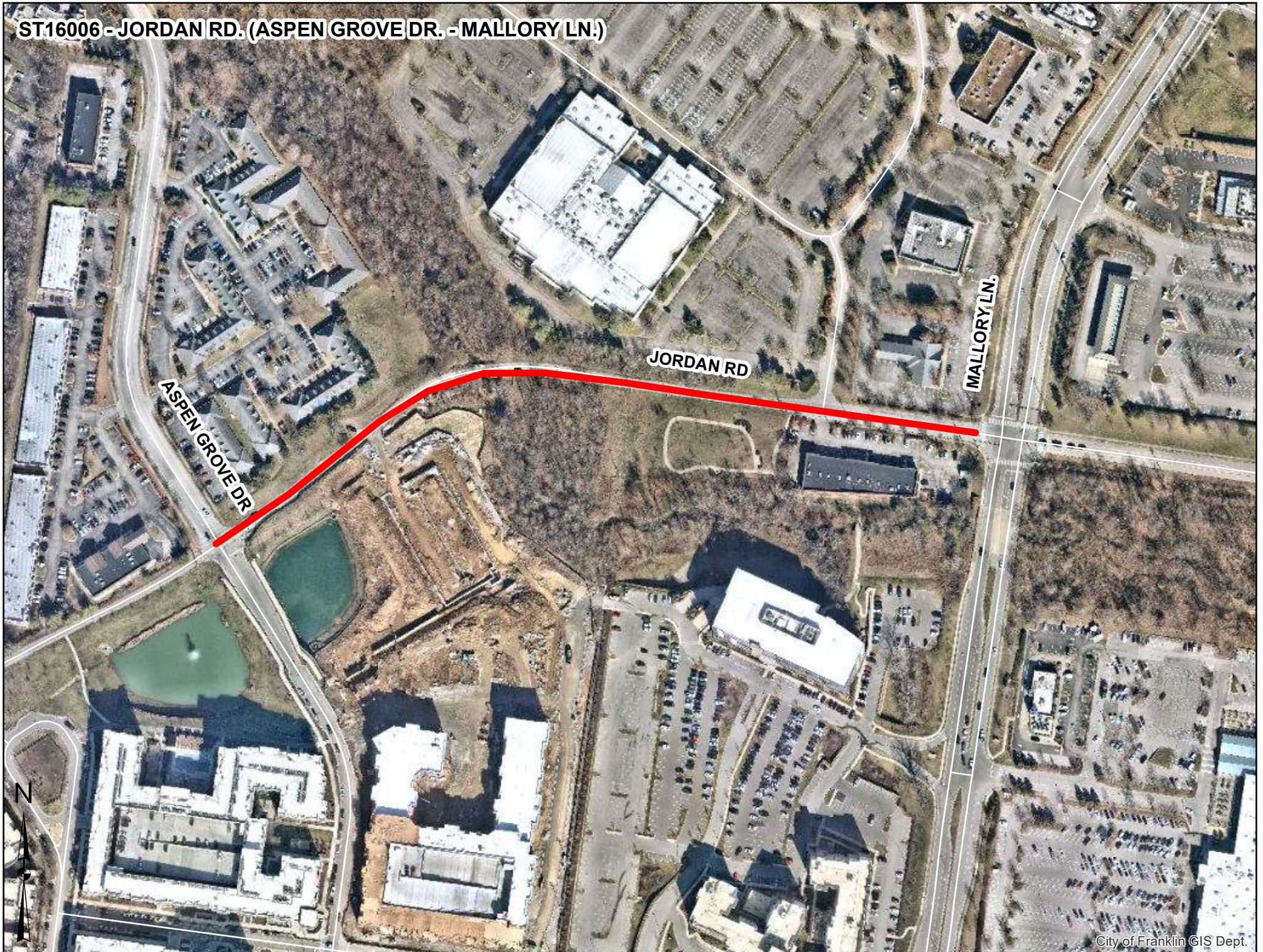
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$3,529,764
Jordon Road, a minor collector, will be widened from 2 to 3 lanes from Aspen Grove Drive to Mallory Lane. A turn lane is needed to help the flow of traffic with retail development and intensity in this area. The project will include roadway construction, utility upgrades/relocations, curb & gutter, bridge construction, and accommodations for pedestrians and bicycles. Approximate project length of 1,715 LF. Improvement of Jordan Road, from Aspen Grove Road to Mallory Lane. Reconstruction of Jordan Road to City standard two (2) lane facility with turn lanes as required. Project shall include: curb & gutter, ITS Infrastructure, and accomodations for pedestrians and bicycles. Approximate project length of 1,700 LF. Project located in Collector Service Area 1.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
429,764	ROW and Easements	200,000										200,000
Total	Construction / CEI		2,900,000									2,900,000
	Total	200,000	2,900,000									3,100,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
429,764	Road Impact Fees -	200,000	2,900,000									3,100,000
Total	Collector SA2											
	Total	200,000	2,900,000									3,100,000

ST16006 - JORDAN RD. (ASPEN GROVE DR. - MALLORY LN.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16007
Project Name	East McEwen Drive Improvements - Phase 4

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

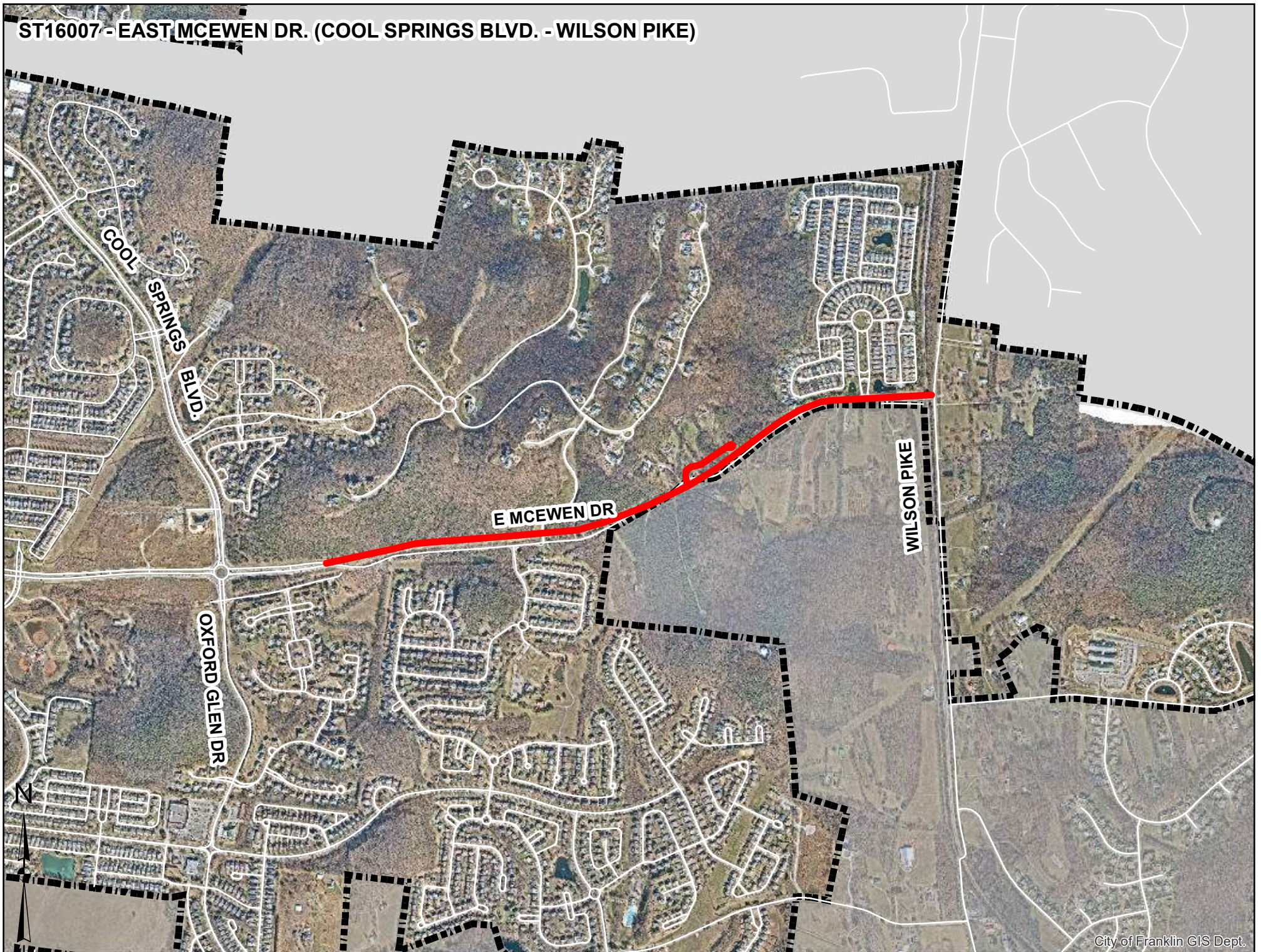
Total Cost \$47,000,740

Description
This project is a widening of East McEwen Drive from Cools Springs Boulevard to Wilson Pike (SR-252). The widening of this road from 2 to 4 lanes is necessary to handle the increased traffic from the Cool Springs Area.
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 7,923 LF.
This project is funded through a combination of City of Franklin and Federal Funds. We estimate Federal Funds will pay for 80% of the Construction and CEI. Currently the Federal Funds are estimate at \$22,400,000. Staff is working with the Nashville Area MPO to obligate additional funding.

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
4,750,740	Design/Planning (Professional Services)	150,000										150,000
Total	Construction / CEI		14,033,333	14,033,333	14,033,334							42,100,000
	Total	150,000	14,033,333	14,033,333	14,033,334							42,250,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
4,750,740	General		1,733,333	1,733,333	1,733,334							5,200,000
Total	Road Impact Fees - Arterial	150,000	2,393,334	2,393,334	8,713,332							13,650,000
	MPO/TDOT Funding		9,573,333	9,573,333	3,253,334							22,400,000
	Wastewater Renewal		333,333	333,333	333,334							1,000,000
	Total	150,000	14,033,333	14,033,333	14,033,334							42,250,000

ST16007 - EAST MCEWEN DR. (COOL SPRINGS BLVD. - WILSON PIKE)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16011
Project Name	Mallory Ln, N Royal Oaks and Liberty Pike Imp.

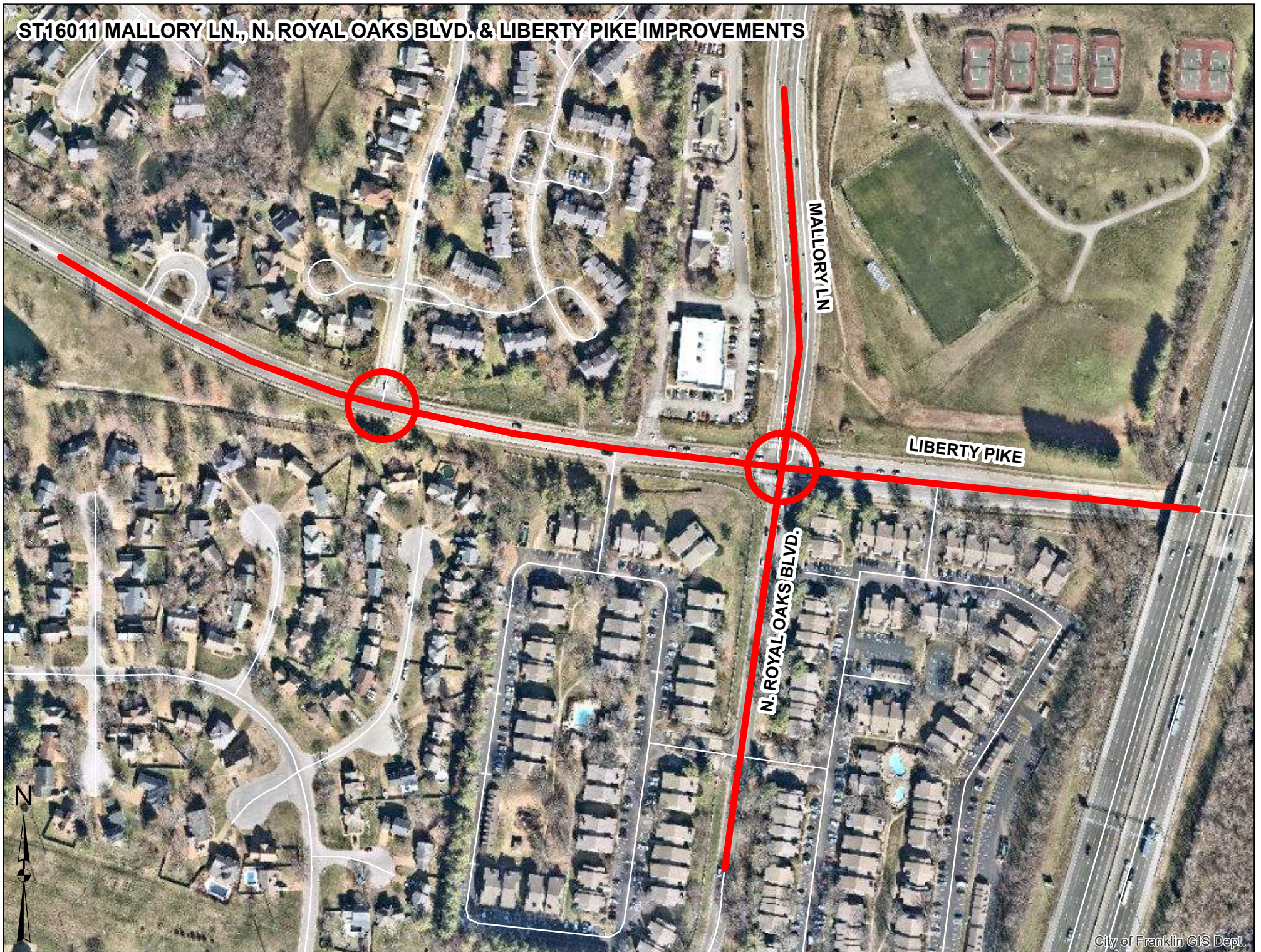
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$21,723,895
This project includes Improvements to Mallory Ln, North Royal Oaks Boulevard and Liberty Pike . This section of roadway is projected to be at a failure level in the next 3-4 years based on the proposed development along Mallory Lane and Carothers Parkway. If this project is not completed, there will be significant delays along these sections of roadway. The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, bridge construction, and accommodations for pedestrians and bicycles. Approximate project length of 4,652 LF.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
723,895	Design/Planning (Professional Services)	233,333	233,333	233,334								700,000
Total	ROW and Easements		1,750,000	1,750,000								3,500,000
	Construction / CEI				8,400,000	8,400,000						16,800,000
	Total	233,333	1,983,333	1,983,334	8,400,000	8,400,000						21,000,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
723,895	General				750,000	750,000						1,500,000
Total	Road Impact Fees - Arterial	233,333	1,983,333	1,983,334	7,200,000	7,200,000						18,600,000
	Water Renewal				200,000	200,000						400,000
	Wastewater Renewal				250,000	250,000						500,000
	Total	233,333	1,983,333	1,983,334	8,400,000	8,400,000						21,000,000

ST16011 MALLORY LN., N. ROYAL OAKS BLVD. & LIBERTY PIKE IMPROVEMENTS



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16012
Project Name	E McEwen Dr. Ext. (Wilson Pike - Williamson Co)

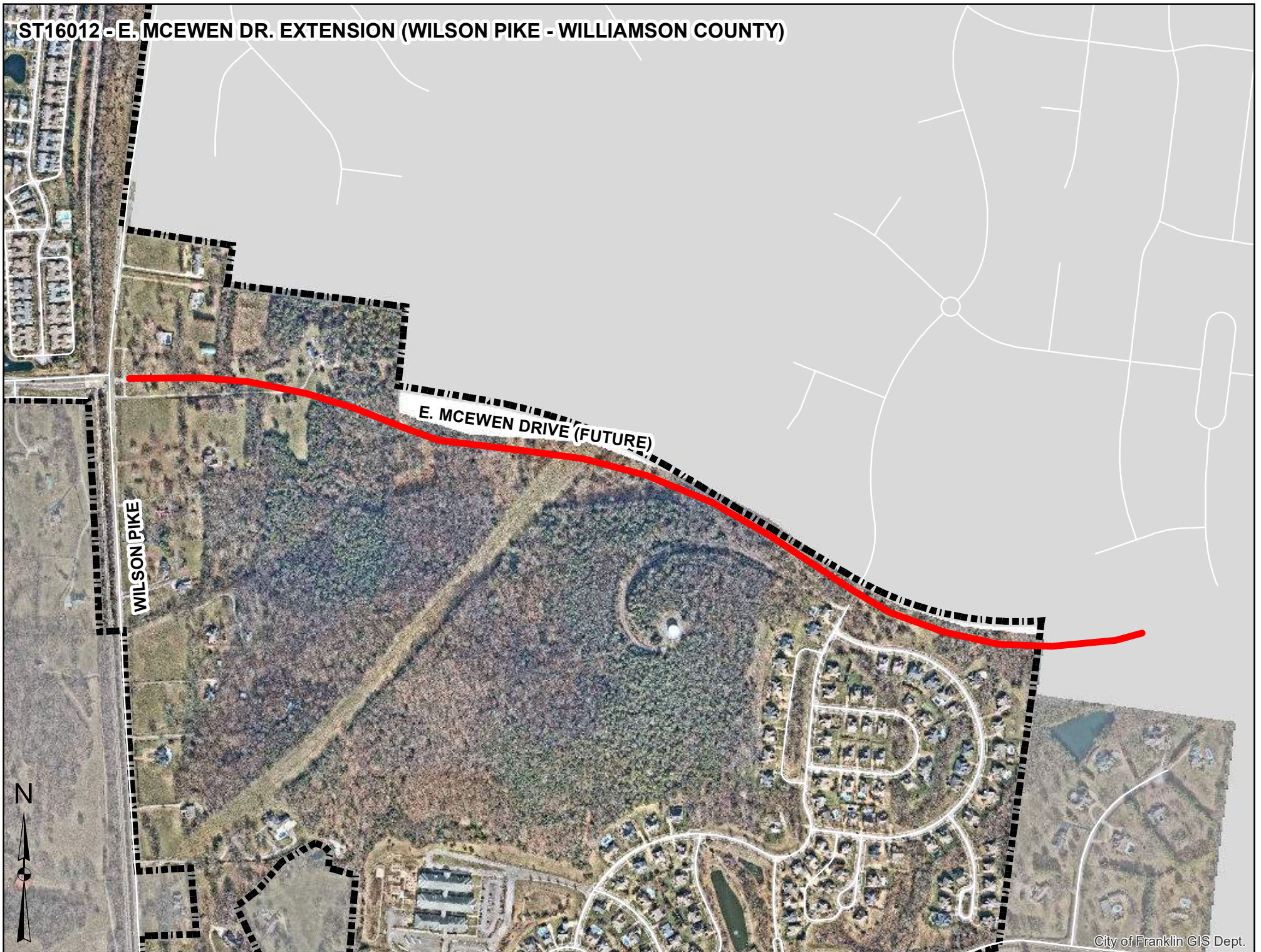
Department	Streets
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost
Extension of East McEwen Drive from Wilson Pike (SR-252) to Williamson County Limits. This project is proposed as a two (2) lane facility with earthwork to support a future expansion to a four (4) lane, median divided facility. The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 5,822 LF. City of Brentwood will pay 59.42% and the City of Franklin will pay 40.58% for the design and construction. The City of Franklin and Brentwood are both required to obtain the necessary ROW within their jurisdiction.	\$19,007,091

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
407,092	Design/Planning (Professional Services)	533,333	533,333	533,333								1,599,999
Total	ROW and Easements		2,000,000	2,000,000								4,000,000
	Construction / CEI				6,500,000	6,500,000						13,000,000
	Total	533,333	2,533,333	2,533,333	6,500,000	6,500,000						18,599,999

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
407,092	General				690,030	690,030						1,380,060
Total	Road Impact Fees - Arterial	216,480	1,028,280	1,028,280	1,948,320	1,948,320						6,169,680
	Misc. Grant	316,853	1,505,053	1,505,053	3,861,650	3,861,650						11,050,259
	Total	533,333	2,533,333	2,533,333	6,500,000	6,500,000						18,599,999

ST16012 - E. MCEWEN DR. EXTENSION (WILSON PIKE - WILLIAMSON COUNTY)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16013
Project Name	Aspen Grove Dr. & Seaboard Ln Intersection Imp.

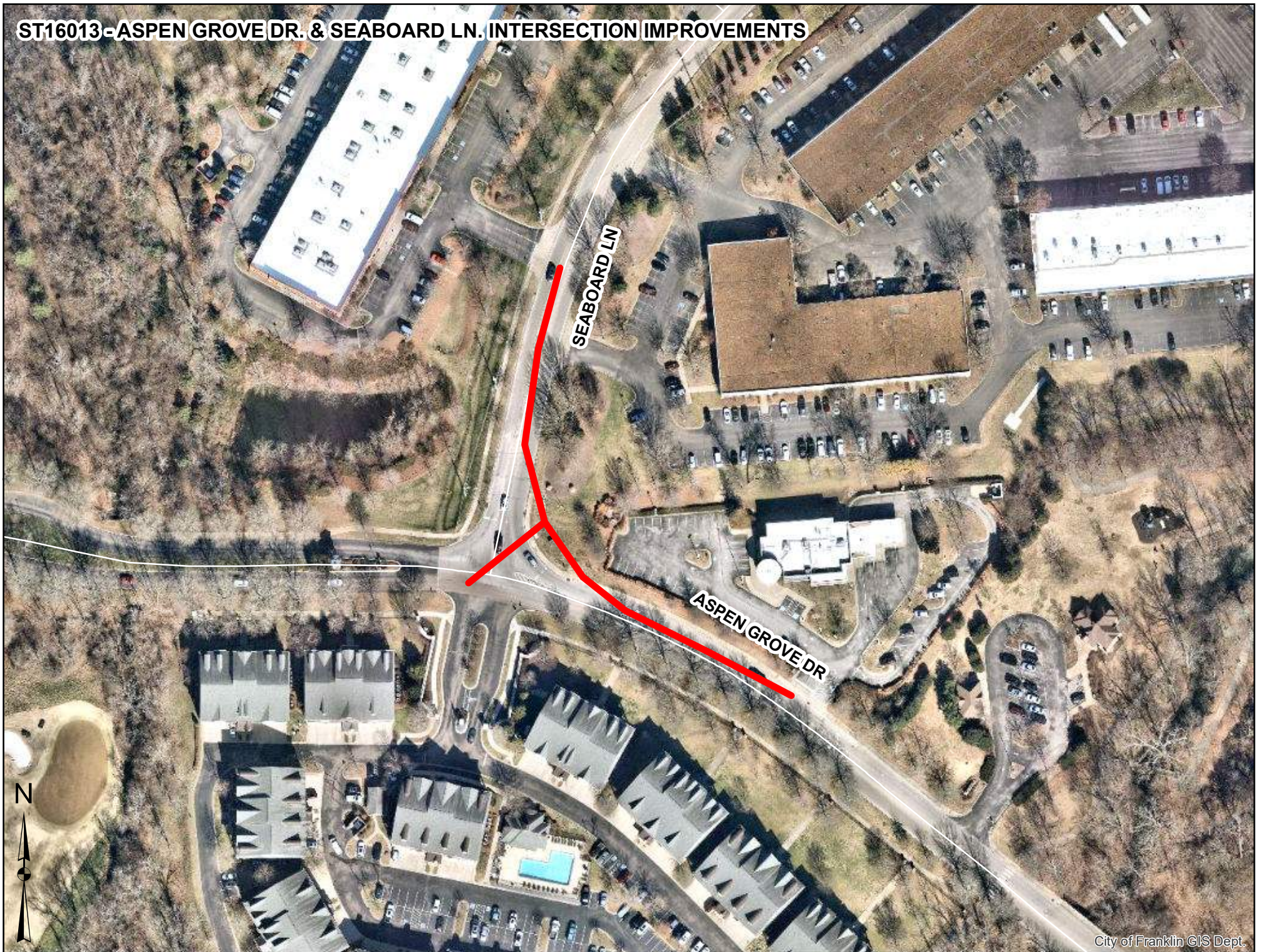
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	1 Star Project
Status	Not Funded

Description	Total Cost \$3,400,000
Reconstruction of intersection at Aspen Grove Drive and Seabord Lane to allow for more efficient peak hour movements.	
The project will include roadway construction, utility upgrades/relocations, accommodations for pedestrians and bicycles. Approximate project length of 1,000 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	100,000	100,000	100,000								300,000
ROW and Easements		400,000	400,000								800,000
Construction / CEI				2,300,000							2,300,000
Total	100,000	500,000	500,000	2,300,000							3,400,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Road Impact Fees - Collector SA2	100,000	500,000	500,000	2,300,000							3,400,000
Total	100,000	500,000	500,000	2,300,000							3,400,000

ST16013-ASPEN GROVE DR. & SEABOARD LN. INTERSECTION IMPROVEMENTS



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16015
Project Name	Carothers Pkwy (S Carothers Rd-SR96)

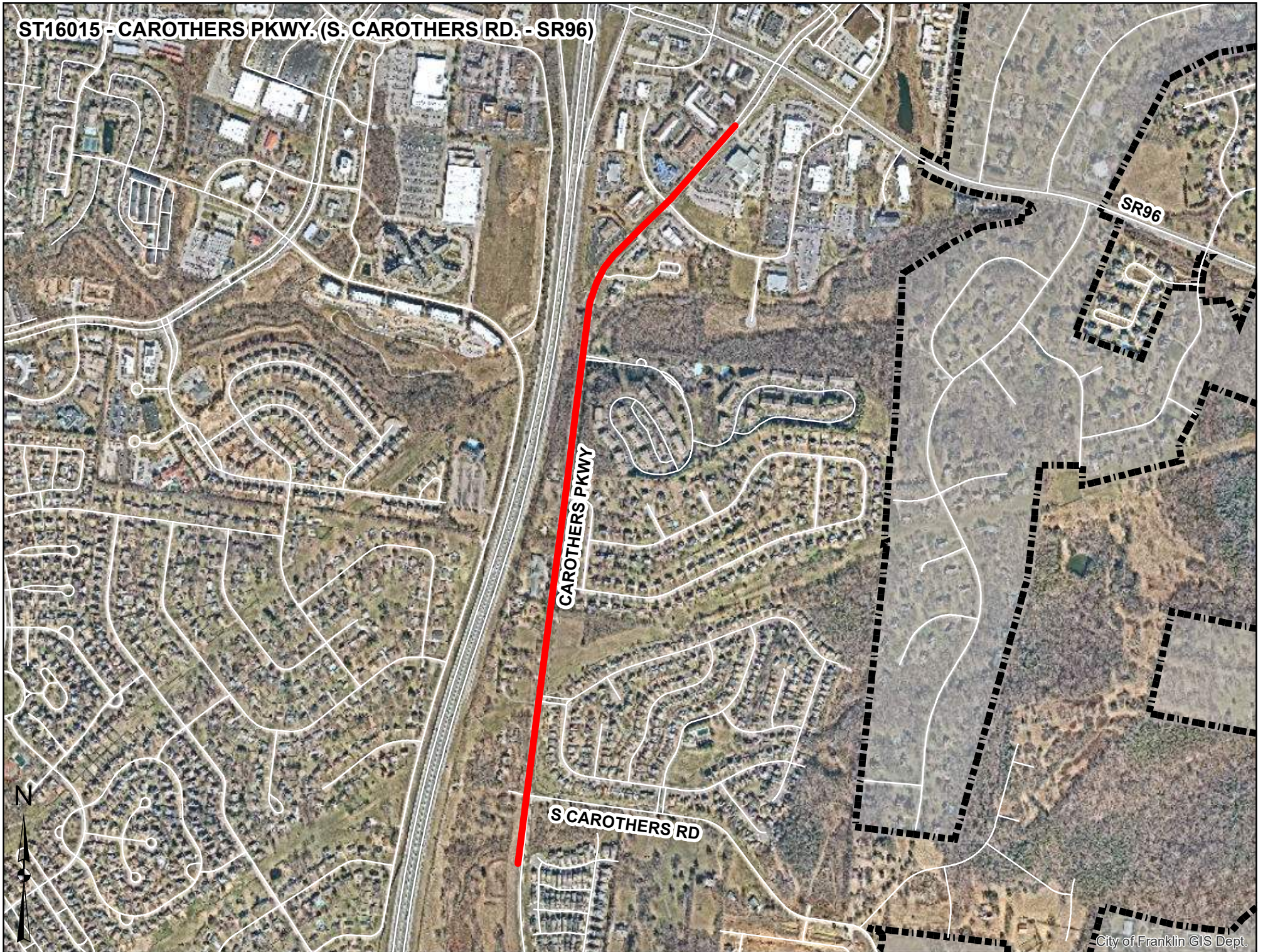
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$29,900,000
This project is a widening of Carothers Parkway from Murfreesboro Road (SR-96W) to South Carothers Road. The widening takes the road from 3 to 4 lanes. The widening of Carothers Parkway provides greater north-south access that parallels I-65. There are existing neighborhoods, retail and office that is well served by the widening. The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 5,597 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	700,000	700,000	700,000	700,000							2,800,000
ROW and Easements			2,050,000	2,050,000							4,100,000
Construction / CEI					11,500,000	11,500,000					23,000,000
Total	700,000	700,000	2,750,000	2,750,000	11,500,000	11,500,000					29,900,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					450,000	450,000					900,000
Road Impact Fees - Arterial	700,000	700,000	2,750,000	2,750,000	9,250,000	9,250,000					25,400,000
Water Renewal					650,000	650,000					1,300,000
Wastewater Renewal					1,150,000	1,150,000					2,300,000
Total	700,000	700,000	2,750,000	2,750,000	11,500,000	11,500,000					29,900,000

ST16015 - CAROTHERS PKWY. (S. CAROTHERS RD. - SR96)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16016
Project Name	Lewisburg Pike (Donaldson Crk Pkwy-Mack Hatcher)

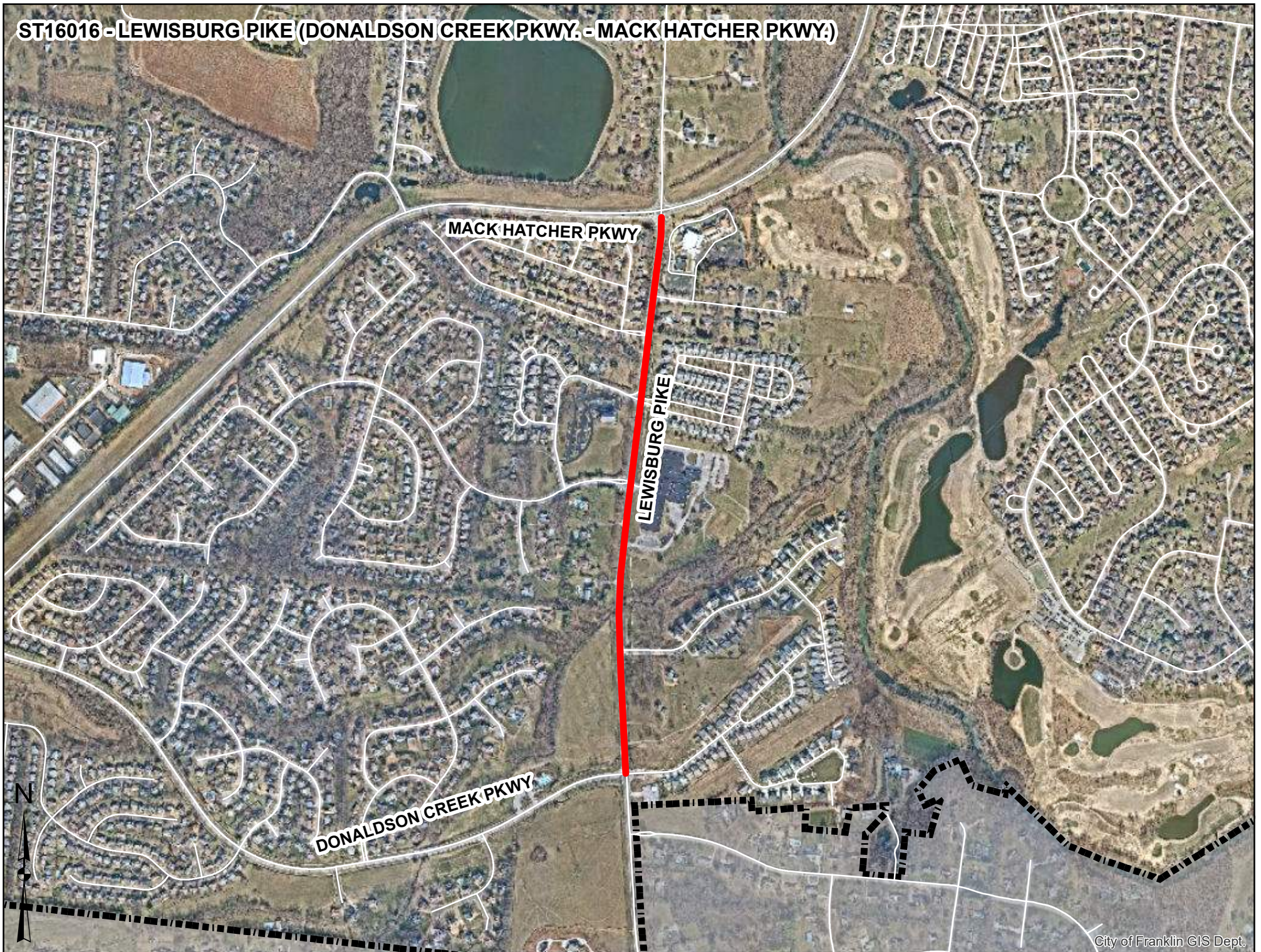
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost	\$22,800,000
The project is a widening from 2 lanes to 4 lanes along Lewisburg Pike from Mack Hatcher Parkway (SR-397) to Donaldson Creek. The widening of this roadway is necessary to continue to support access to Mack Hatcher from surrounding neighborhoods.		
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 4,600 LF.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	525,000	525,000	525,000	525,000							2,100,000
ROW and Easements			1,600,000	1,600,000							3,200,000
Construction / CEI					8,750,000	8,750,000					17,500,000
Total	525,000	525,000	2,125,000	2,125,000	8,750,000	8,750,000					22,800,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					350,000	350,000					700,000
Road Impact Fees - Arterial	525,000	525,000	2,125,000	2,125,000	7,600,000	7,600,000					20,500,000
Reclaimed Water Renewal					100,000	100,000					200,000
Water Renewal					550,000	550,000					1,100,000
Wastewater Renewal					150,000	150,000					300,000
Total	525,000	525,000	2,125,000	2,125,000	8,750,000	8,750,000					22,800,000

ST16016 - LEWISBURG PIKE (DONALDSON CREEK PKWY. - MACK HATCHER PKWY.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16017
Project Name	Long Ln and Old Peytonsville Rd Connector

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$45,735,967
This project is a creation of a new overpass from Old Peytonsville Road to Long Lane. This project would provide another access point across the interstate south of the City. This would allow easier access from the west side to the east side of the City. This will be especially important as this area develops out with more mixed use development.	
The project will include roadway construction, utility upgrades/relocations, curb & gutter, bridge construction, and accommodations for pedestrians and bicycles. Approximate project length of 10,000 LF.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
5,202,633	Design/Planning (Professional Services)	1,133,333	150,000	150,000								1,433,333
Total	ROW and Easements	3,000,000	3,000,000	3,000,000								9,000,000
	Construction / CEI				10,033,333	10,033,333	10,033,335					30,100,001
	Total	4,133,333	3,150,000	3,150,000	10,033,333	10,033,333	10,033,335					40,533,334

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
5,202,633	General				500,000	500,000	500,000					1,500,000
Total	Reclaimed Water Capacity				733,333	733,333	733,334					2,200,000
	Water Renewal				733,333	733,333	733,334					2,200,000
	Wastewater Renewal				66,667	66,667	66,667					200,001
	Road Impact Fees - Collector SA3	4,133,333	3,150,000	3,150,000	8,000,000	8,000,000	8,000,000					34,433,333
	Total	4,133,333	3,150,000	3,150,000	10,033,333	10,033,333	10,033,335					40,533,334

ST16017 - LONG LN. AND OLD PEYTONSVILLE RD. CONNECTOR



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16018
Project Name	Church St. Infastructure Upgrades

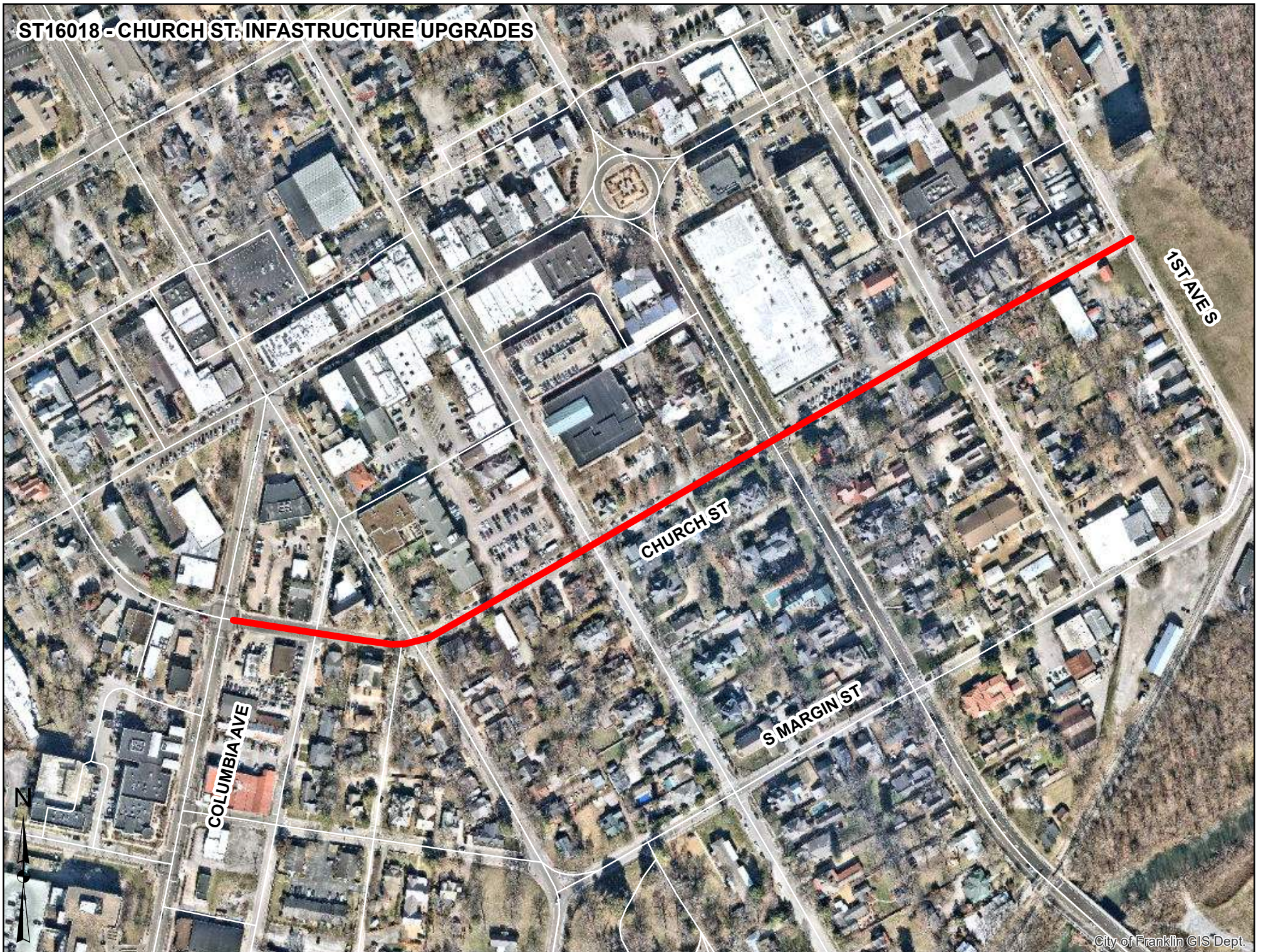
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$16,532,450
This project is to upgrade Sanitary Sewer, Water and Stormwater infrastructure in our historic downtown area. We are having issues with all utilities along this corridor and they are in need of upgrades and replacement.	
The project will include: roadway construction, utility upgrades/relocations, curb & gutter, and accomodations for pedestrians and bicycles. Approximate project length of 3,088 LF.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
390,784	Design/Planning (Professional Services)	433,333	433,333	75,000								941,666
Total	ROW and Easements		1,500,000	1,500,000								3,000,000
	Construction / CEI				6,100,000	6,100,000						12,200,000
	Total	433,333	1,933,333	1,575,000	6,100,000	6,100,000						16,141,666

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
390,784	General				250,000	250,000						500,000
Total	Water Renewal				350,000	350,000						700,000
	Wastewater Renewal				700,000	700,000						1,400,000
	Road Impact Fees - Collector SA3	216,666	966,666	787,500	2,400,000	2,400,000						6,770,832
	Road Impact Fees - Collector SA4	216,667	966,667	787,500	2,400,000	2,400,000						6,770,834
	Total	433,333	1,933,333	1,575,000	6,100,000	6,100,000						16,141,666

ST16018 - CHURCH ST. INFRASTRUCTURE UPGRADES



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16019
Project Name	N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)

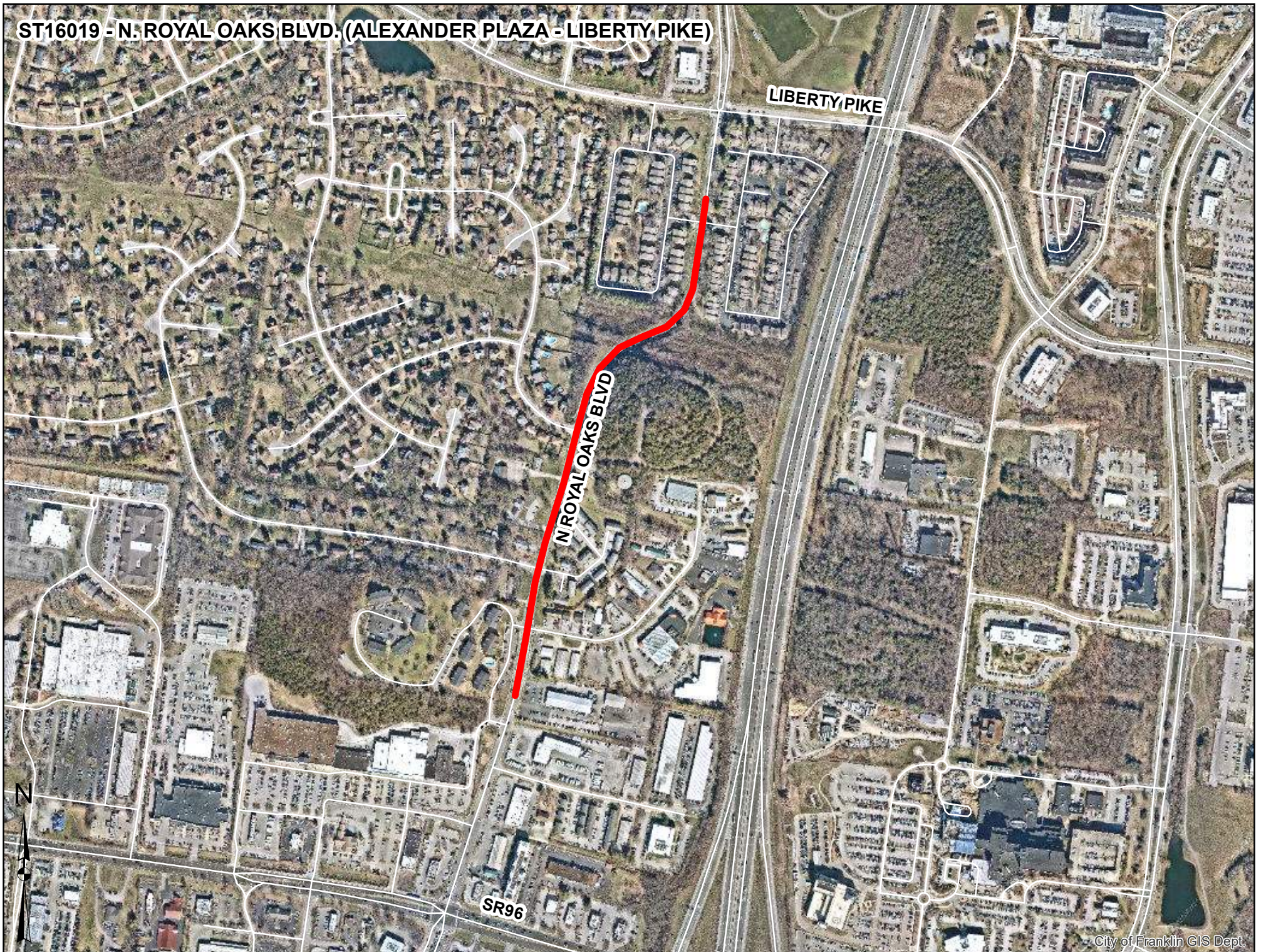
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$17,000,000
Royals Oaks Boulevard is a major arterial roadway within the City. It runs parallel to I-65 and provides critical access onto I-65 from Murfreesboro Road (SR-96W) and McEwen Drive. The roadway is to be widened from 3 to 4 lanes from Liberty Pike to Alexander Plaza.	
The project will include: roadway construction, utility upgrades/relocations, curb & gutter, and accomodations for pedestrians and bicycles. Approximate project length of 3,000 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	350,000	350,000	350,000	350,000							1,400,000
ROW and Easements			2,150,000	2,150,000							4,300,000
Construction / CEI					11,300,000						11,300,000
Total	350,000	350,000	2,500,000	2,500,000	11,300,000						17,000,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					500,000						500,000
Road Impact Fees - Arterial	350,000	350,000	2,500,000	2,500,000	9,600,000						15,300,000
Water Renewal					700,000						700,000
Wastewater Renewal					500,000						500,000
Total	350,000	350,000	2,500,000	2,500,000	11,300,000						17,000,000

ST16019 - N. ROYAL OAKS BLVD. (ALEXANDER PLAZA - LIBERTY PIKE)



FY 2024 Potential Projects

City of Franklin, Tennessee

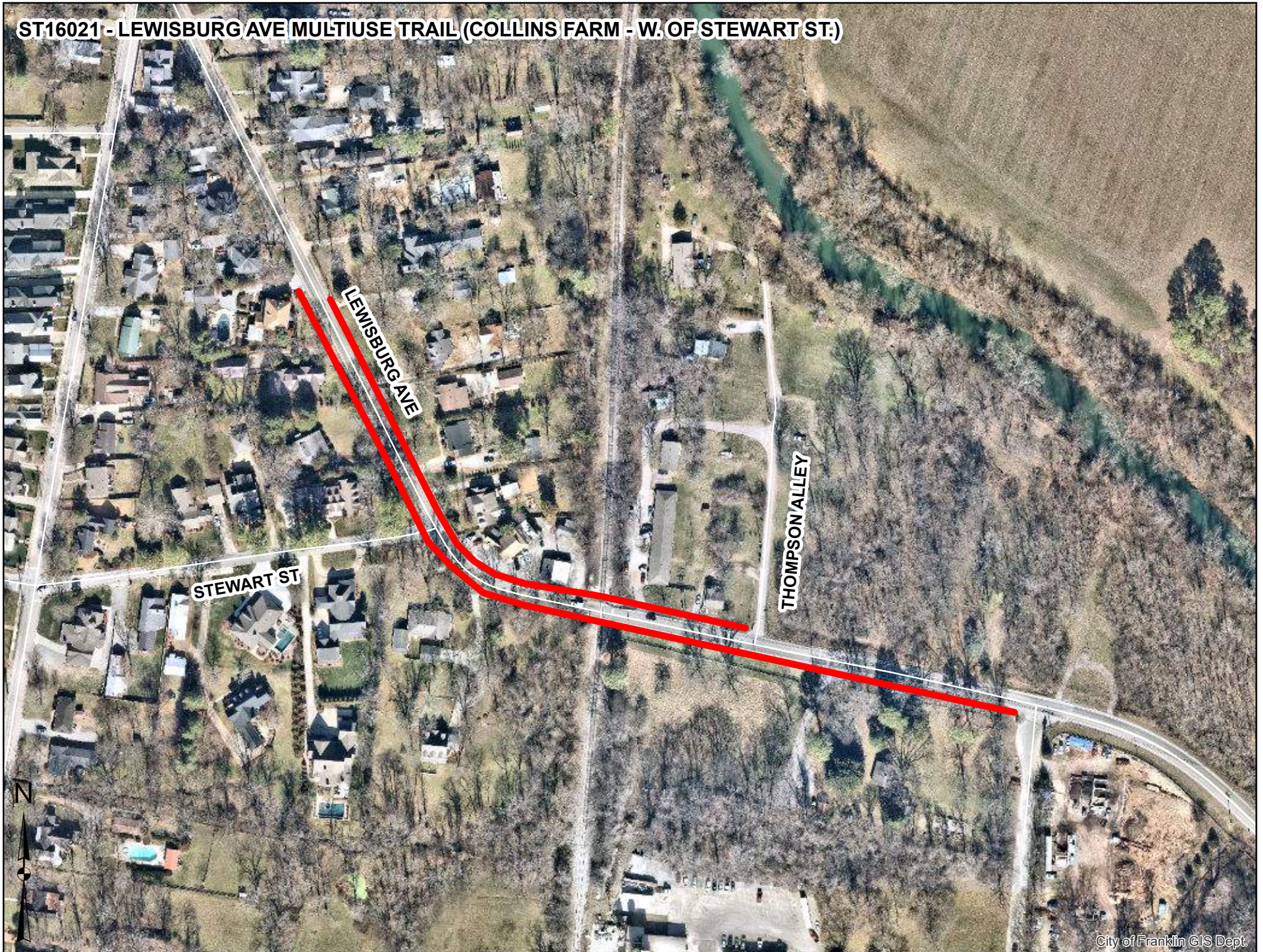
Project #	ST16021
Project Name	Lewisburg Ave Imp (Collins Farm-W of Stewart St)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$4,156,145
The purpose of this project is to improve pedestrian access within our historic downtown. The project includes sidewalks and trails from Collins Farm to West of Stewart St.	
The project will include: roadway construction, utility upgrades/relocations, curb & gutter, and accomodations for pedestrians and bicycles. Approximate project length of 1,379 LF.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
89,479	Design/Planning (Professional Services)	133,333	133,333									266,666
Total	ROW and Easements		500,000									500,000
	Construction / CEI			3,300,000								3,300,000
	Total	133,333	633,333	3,300,000								4,066,666
Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
89,479	General			600,000								600,000
Total	Road Impact Fees - Arterial	133,333	633,333	2,100,000								2,866,666
	Water Renewal			300,000								300,000
	Wastewater Renewal			300,000								300,000
	Total	133,333	633,333	3,300,000								4,066,666

ST16021 - LEWISBURG AVE MULTIUSE TRAIL (COLLINS FARM - W. OF STEWART ST.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16022
Project Name	Carothers Pkwy (Long Ln - S Carothers Rd)

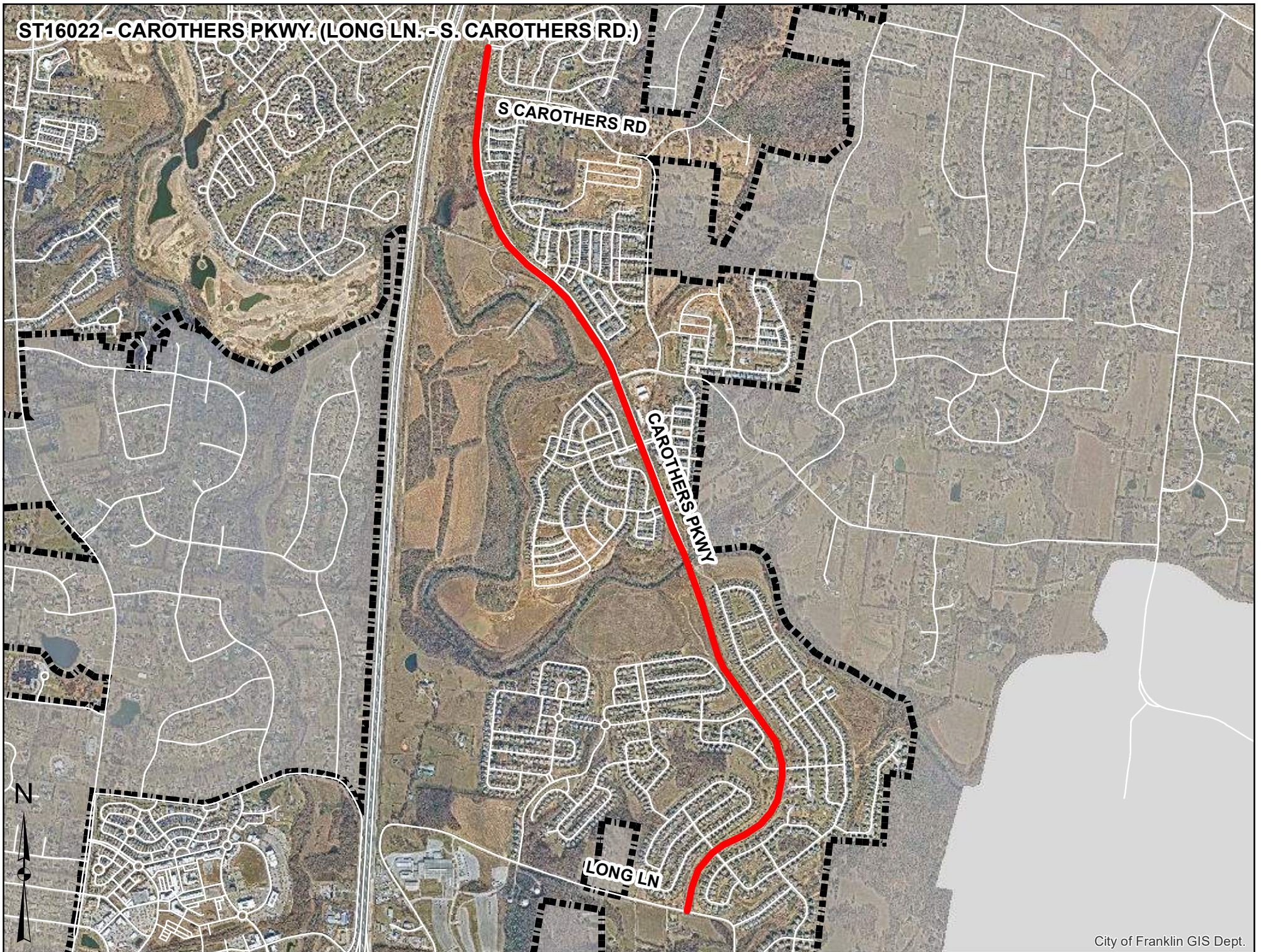
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$23,500,000
Widen Carothers Parkway from 2 to 4 Lanes from Long Lane to S. Carothers Rd.	
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, bridge construction, and accommodations for pedestrians and bicycles. Approximate project length of 15,202 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	650,000	650,000									1,300,000
ROW and Easements		500,000									500,000
Construction / CEI			10,850,000	10,850,000							21,700,000
Total	650,000	1,150,000	10,850,000	10,850,000							23,500,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General			1,150,000	1,150,000							2,300,000
Road Impact Fees - Arterial	650,000	1,150,000	8,850,000	8,850,000							19,500,000
Water Capacity			550,000	550,000							1,100,000
Reclaimed Water Capacity			300,000	300,000							600,000
Total	650,000	1,150,000	10,850,000	10,850,000							23,500,000

ST16022 - CAROTHERS PKWY. (LONG LN. - S. CAROTHERS RD.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16023
Project Name	1st Ave Multiuse Trail (S Margin St - Bridge St)

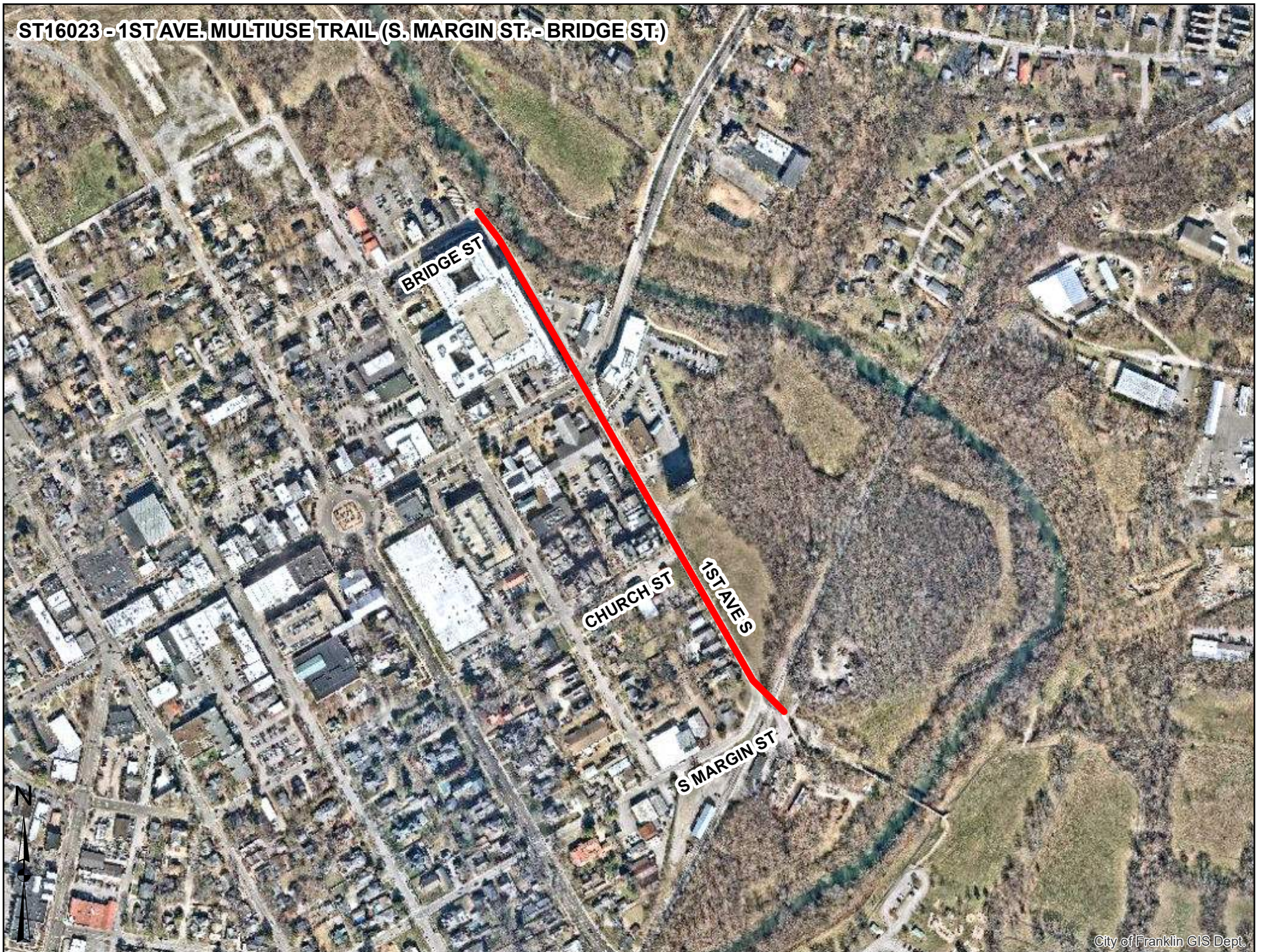
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	1 Star Project
Status	Not Funded

Description	Total Cost \$2,200,000
This project would connect Pinkerton Park, Historic downtown Franklin and would eventually be extended to Bicentennial Park. Construction would include a 12' wide multipuse trail on the east side of 1st Ave.	
This project is approximately 2,000 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	100,000	100,000									200,000
ROW and Easements		500,000									500,000
Construction / CEI			1,500,000								1,500,000
Total	100,000	600,000	1,500,000								2,200,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General	100,000	600,000	1,500,000								2,200,000
Total	100,000	600,000	1,500,000								2,200,000

ST16023 - 1ST AVE. MULTIUSE TRAIL (S. MARGIN ST. - BRIDGE ST.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16024
Project Name	Mack Hatcher Pkwy Trail (Hillsboro Rd-Franklin Rd)

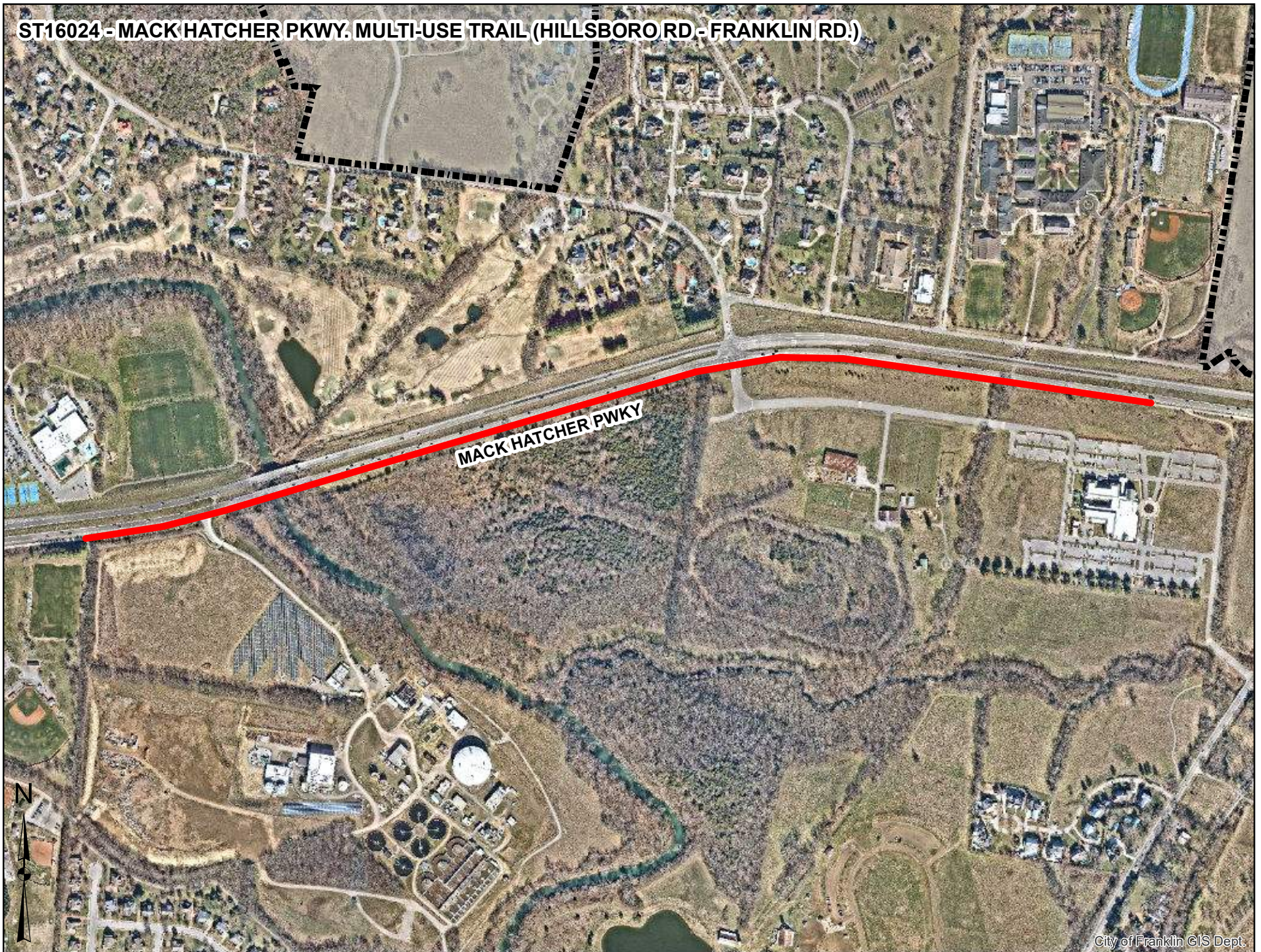
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Not Funded

Description	Total Cost \$4,800,000
This project will fill an existing gap in the 12' wide multi-use trail around Mack Hatcher. The project limits are from east of Hillsboro Road to West of Franklin Rd.	
This project is approximately 6,000 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	150,000	150,000									300,000
ROW and Easements		500,000									500,000
Construction / CEI			4,000,000								4,000,000
Total	150,000	650,000	4,000,000								4,800,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General	150,000	650,000	4,000,000								4,800,000
Total	150,000	650,000	4,000,000								4,800,000

ST16024 - MACK HATCHER PKWY. MULTI-USE TRAIL (HILLSBORO RD - FRANKLIN RD.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16025
Project Name	Oxford Glen Dr Trail (Candytuft Ct.-E McEwen Dr)

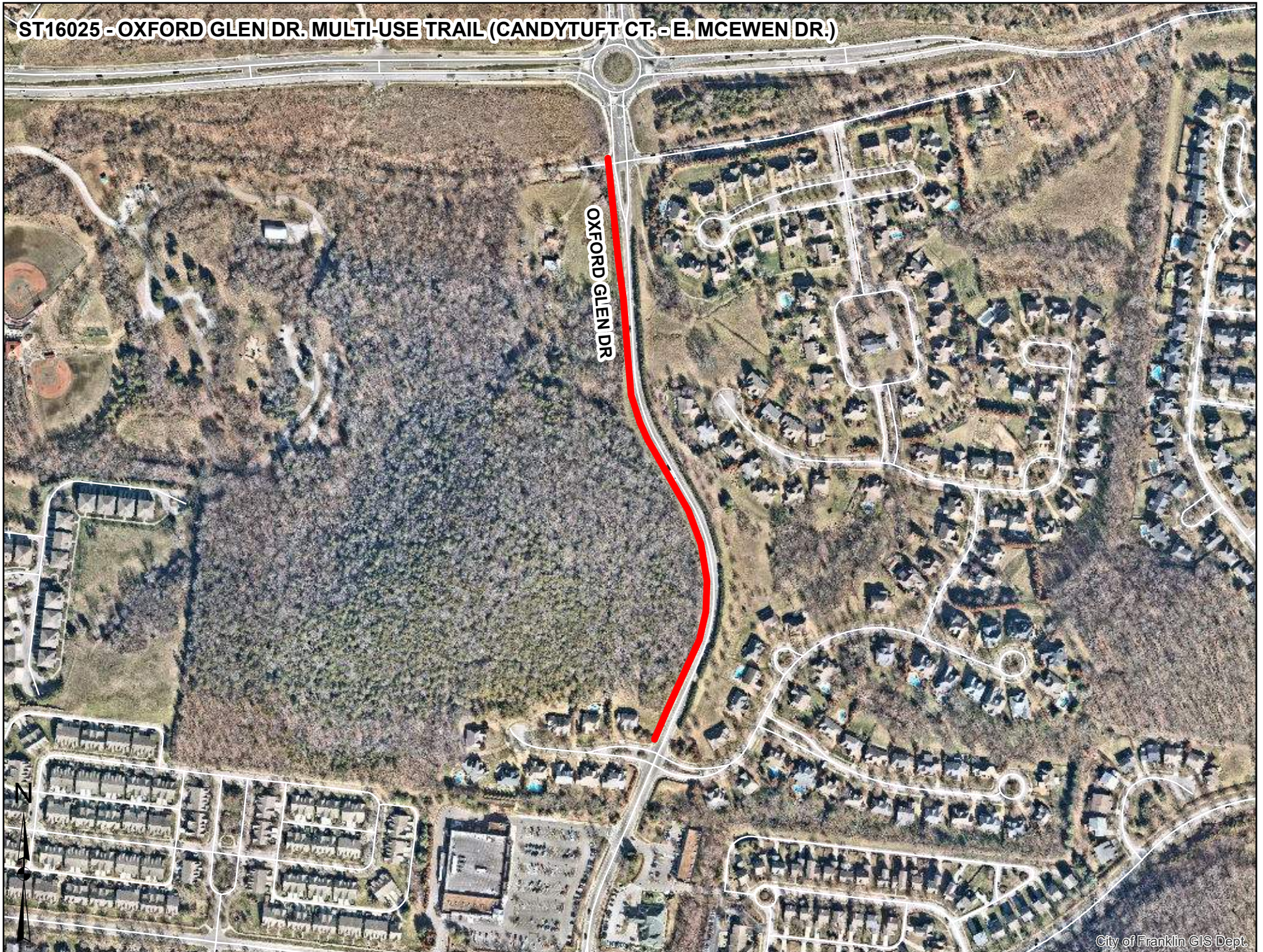
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	1 Star Project
Status	Not Funded

Description	Total Cost \$1,100,000
This project will fill an existing gap and would connect residential areas with existing and future commercial/retail areas. This project includes a 12' wide multi-use trail on the west side Oxford Glen Dr.	
This project is approximately 2,100 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	50,000	50,000									100,000
ROW and Easements		400,000									400,000
Construction / CEI			600,000								600,000
Total	50,000	450,000	600,000								1,100,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General	50,000	450,000	600,000								1,100,000
Total	50,000	450,000	600,000								1,100,000

ST16025 - OXFORD GLEN DR. MULTI-USE TRAIL (CANDYTUFT CT. - E. MCEWEN DR.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16027
Project Name	Boyd Mill Ave (South of SR96-Downs Blvd)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$10,400,000
Boyd Mill Avenue is a minor collector that needs to be upgraded to City standards. The upgrade will occur from South of Highway 96 West (SR-96W) to Downs Blvd. Boyd Mill is a key residential roadway that moves residents from their neighborhood to Highway 96 so they can access the larger network and get through the City or to the interstate.	
The project will include roadway construction, utility upgrades/relocations, curb & gutter and accommodations for pedestrians and bicycles. Approximate project length of 4,071 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	366,666	366,667	366,667								1,100,000
ROW and Easements			500,000								500,000
Construction / CEI				8,800,000							8,800,000
Total	366,666	366,667	866,667	8,800,000							10,400,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General				700,000							700,000
Water Renewal				900,000							900,000
Wastewater Renewal				900,000							900,000
Road Impact Fees - Collector SA4	366,666	366,667	866,667	6,300,000							7,900,000
Total	366,666	366,667	866,667	8,800,000							10,400,000

ST16027 - BOYD MILL AVE. (SOUTH OF SR96 - DOWNS BLVD.)

SR96

BOYD MILL AVE

DOWNS BLVD



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16028
Project Name	Clovercroft Rd (SR96-Oxford Glen Dr)

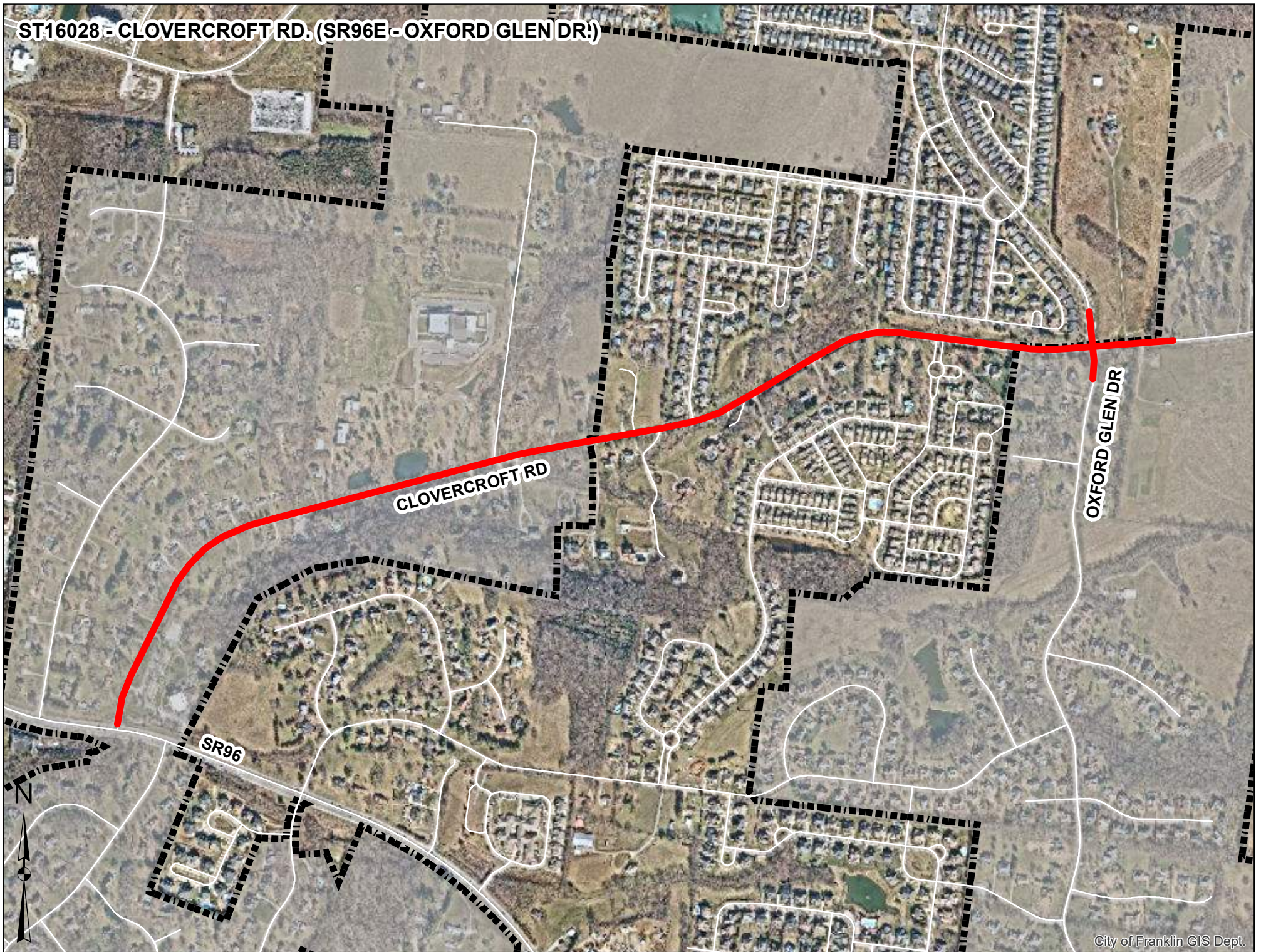
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$35,300,000
Clovercroft Road is proposed to be upgraded to City standards from Murfreesboro Road (SR-96) to Oxford Glen Drive. This is a key section of road that connects neighborhoods to Murfreesboro Road and to Oxford Glen which provides connects into the Cool Springs area.	
This project is located partly within the City and County limits and should be funded through a partnership with the County, or the City would need move forward with the annexation of the roadway and surrounding area.	
The project will include roadway construction, utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 8,000 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	675,000	675,000	675,000	675,000							2,700,000
ROW and Easements			2,000,000	2,000,000							4,000,000
Construction / CEI					14,300,000	14,300,000					28,600,000
Total	675,000	675,000	2,675,000	2,675,000	14,300,000	14,300,000					35,300,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					600,000	600,000					1,200,000
Wastewater Renewal					500,000	500,000					1,000,000
Road Impact Fees - Collector SA2	675,000	675,000	2,675,000	2,675,000	13,200,000	13,200,000					33,100,000
Total	675,000	675,000	2,675,000	2,675,000	14,300,000	14,300,000					35,300,000

ST16028 - CLOVERCROFT RD. (SR96E - OXFORD GLEN DR.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16030
Project Name	Lewisburg PikeTrail (Carriage Park - Collins Farm)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$4,189,479
This project includes the construction of multi purpose trail along the south side of Lewisburg Pike. Staff is working on the design and will try to obtain future federal funding to help move this project forward.	
The project will include utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 4,000 LF.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
89,479	Design/Planning (Professional Services)	133,333	133,333	133,334								400,000
Total	ROW and Easements		250,000	250,000								500,000
	Construction / CEI				3,200,000							3,200,000
	Total	133,333	383,333	383,334	3,200,000							4,100,000
Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
89,479	General	133,333	383,333	383,334	2,900,000							3,800,000
Total	Water Renewal				200,000							200,000
	Wastewater Renewal				100,000							100,000
	Total	133,333	383,333	383,334	3,200,000							4,100,000

ST16030 - LEWISBURG PIKE MULTIUSE TRAIL (CARRIAGE PARK DR. - COLLINS FARM)

SR96



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16032
Project Name	West Main St (Natchez St - Downs Blvd)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$27,200,000
West Main street is a heavy commercial and industrial corridor on the southwest side of the City. This minor arterial contains heavy truck traffic and vehicles. The road will be widened to 3 lanes to add a turn lane to help the flow of traffic.	
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 5,550 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	600,000	600,000	600,000	600,000							2,400,000
ROW and Easements			2,450,000	2,450,000							4,900,000
Construction / CEI					9,950,000	9,950,000					19,900,000
Total	600,000	600,000	3,050,000	3,050,000	9,950,000	9,950,000					27,200,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					1,100,000	1,100,000					2,200,000
Road Impact Fees - Arterial	600,000	600,000	3,050,000	3,050,000	6,800,000	6,800,000					20,900,000
Reclaimed Water Renewal					100,000	100,000					200,000
Water Renewal					650,000	650,000					1,300,000
Wastewater Renewal					1,300,000	1,300,000					2,600,000
Total	600,000	600,000	3,050,000	3,050,000	9,950,000	9,950,000					27,200,000

ST16032 - WEST MAIN ST. (NATCHEZ ST. - DOWNS BLVD.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST16035
Project Name	Columbia Ave (Downs Blvd - Fowlkes St)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$17,500,000
Columbia Avenue (SR-6/US31), a major arterial will be widened from 2 to 3 lanes from Fowlkes Street to Downs Boulevard. This roadway is an important part of the Downtown grid network.	
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 3,500 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	375,000	375,000	375,000	375,000							1,500,000
ROW and Easements			1,700,000	1,700,000							3,400,000
Construction / CEI					6,300,000	6,300,000					12,600,000
Total	375,000	375,000	2,075,000	2,075,000	6,300,000	6,300,000					17,500,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					700,000	700,000					1,400,000
Road Impact Fees - Arterial	375,000	375,000	2,075,000	2,075,000	4,350,000	4,350,000					13,600,000
Water Renewal					400,000	400,000					800,000
Wastewater Renewal					850,000	850,000					1,700,000
Total	375,000	375,000	2,075,000	2,075,000	6,300,000	6,300,000					17,500,000

ST16035 - COLUMBIA AVE. (DOWNS BLVD. - FOWLKES ST.)

W FOWLKES ST

E FOWLKES ST

CLEBURNE ST

COLUMBIA AVE

DOWNS BLVD.



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST19001
Project Name	Main St Sidewalk Repair Project

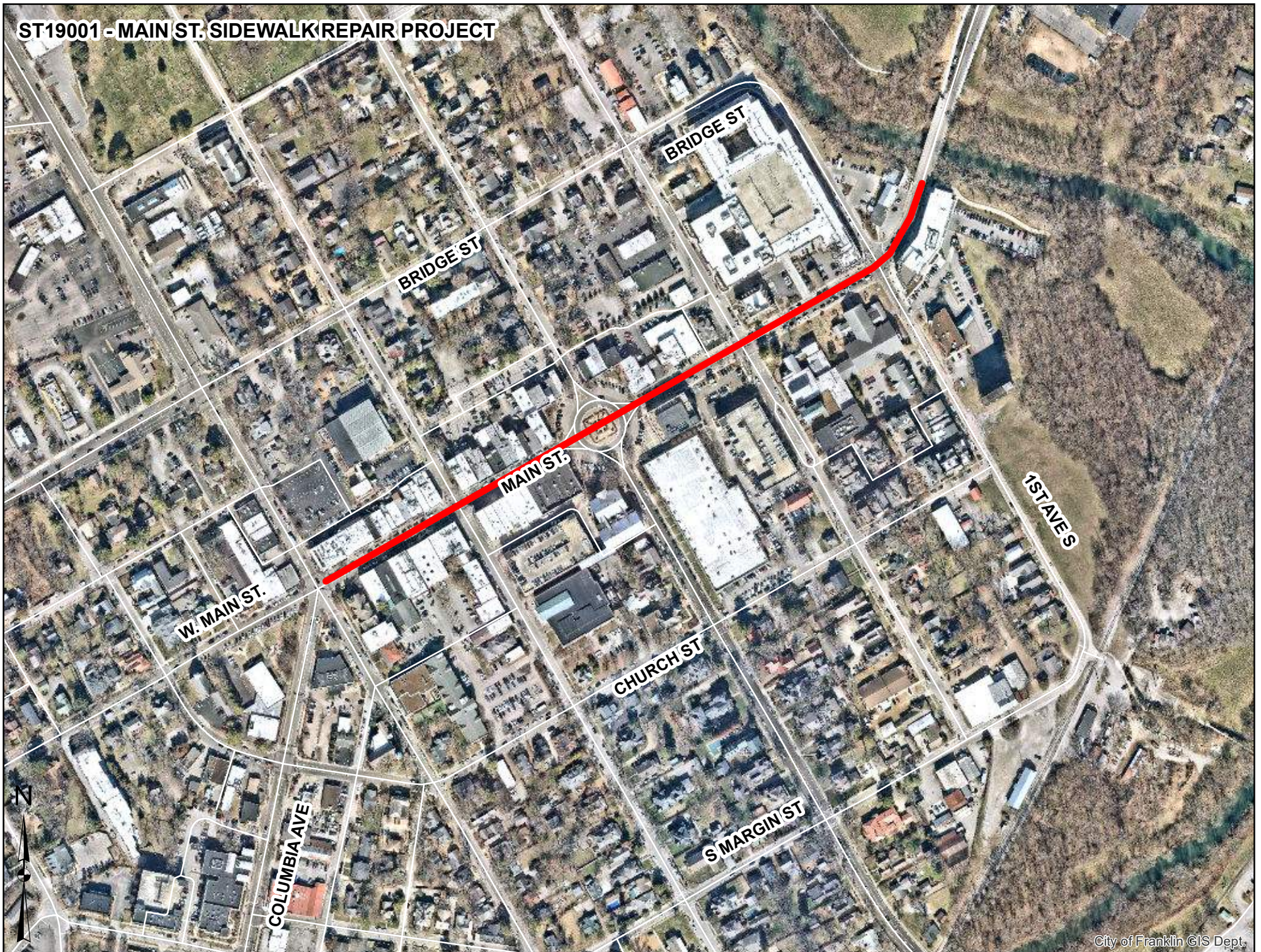
Department	Streets
Contact	Engineering Director
Type	Maintenance
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$3,013,164
Main Streets Streetscape project was completed in the early 90’s. The existing brick pavers are faded and uneven creating numerous ADA issues along our main street. In addition, the tree grates need to be replaced. Staff is proposing to replace all the brick pavers and crosswalks to bring Main Street up to current standards.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
13,164	Construction / CEI	600,000	600,000	600,000	600,000	600,000						3,000,000
Total	Total	600,000	600,000	600,000	600,000	600,000						3,000,000

Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
13,164	General	600,000	600,000	600,000	600,000	600,000						3,000,000
Total	Total	600,000	600,000	600,000	600,000	600,000						3,000,000

ST19001 - MAIN ST. SIDEWALK REPAIR PROJECT



FY 2024 Potential Projects

City of Franklin, Tennessee

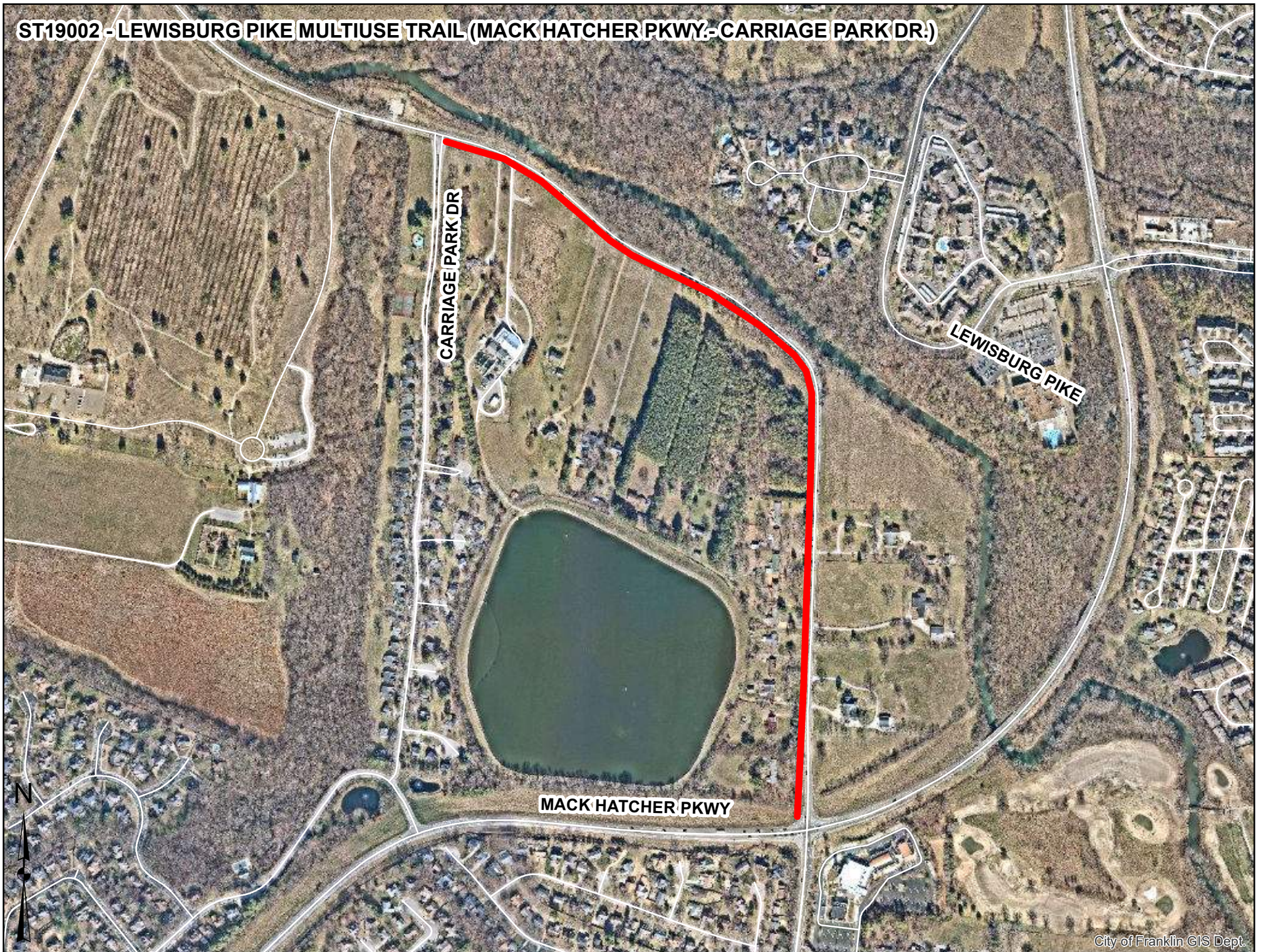
Project #	ST19002
Project Name	Lewisburg Pike Trail (SR397 - Carriage Park Dr)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	5 Star Project
Status	Active

Description	Total Cost \$5,389,479
This project includes the construction of multi purpose trail along the south side of Lewisburg Pike. Staff is working on the design and will try to obtain future federal funding to help move this project forward.	
The project will include utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 4,266 LF.	

Prior	Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
89,479	Design/Planning (Professional Services)	166,666	166,667	166,667	100,000							600,000
Total	ROW and Easements			550,000	550,000							1,100,000
	Construction / CEI					3,600,000						3,600,000
	Total	166,666	166,667	716,667	650,000	3,600,000						5,300,000
Prior	Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
89,479	General	166,666	166,667	716,667	650,000	3,300,000						5,000,000
Total	Water Renewal					300,000						300,000
	Total	166,666	166,667	716,667	650,000	3,600,000						5,300,000

ST19002 - LEWISBURG PIKE MULTIUSE TRAIL (MACK HATCHER PKWY.-CARRIAGE PARK DR.)



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST19003
Project Name	Mack Hatcher Pkwy SE Widening

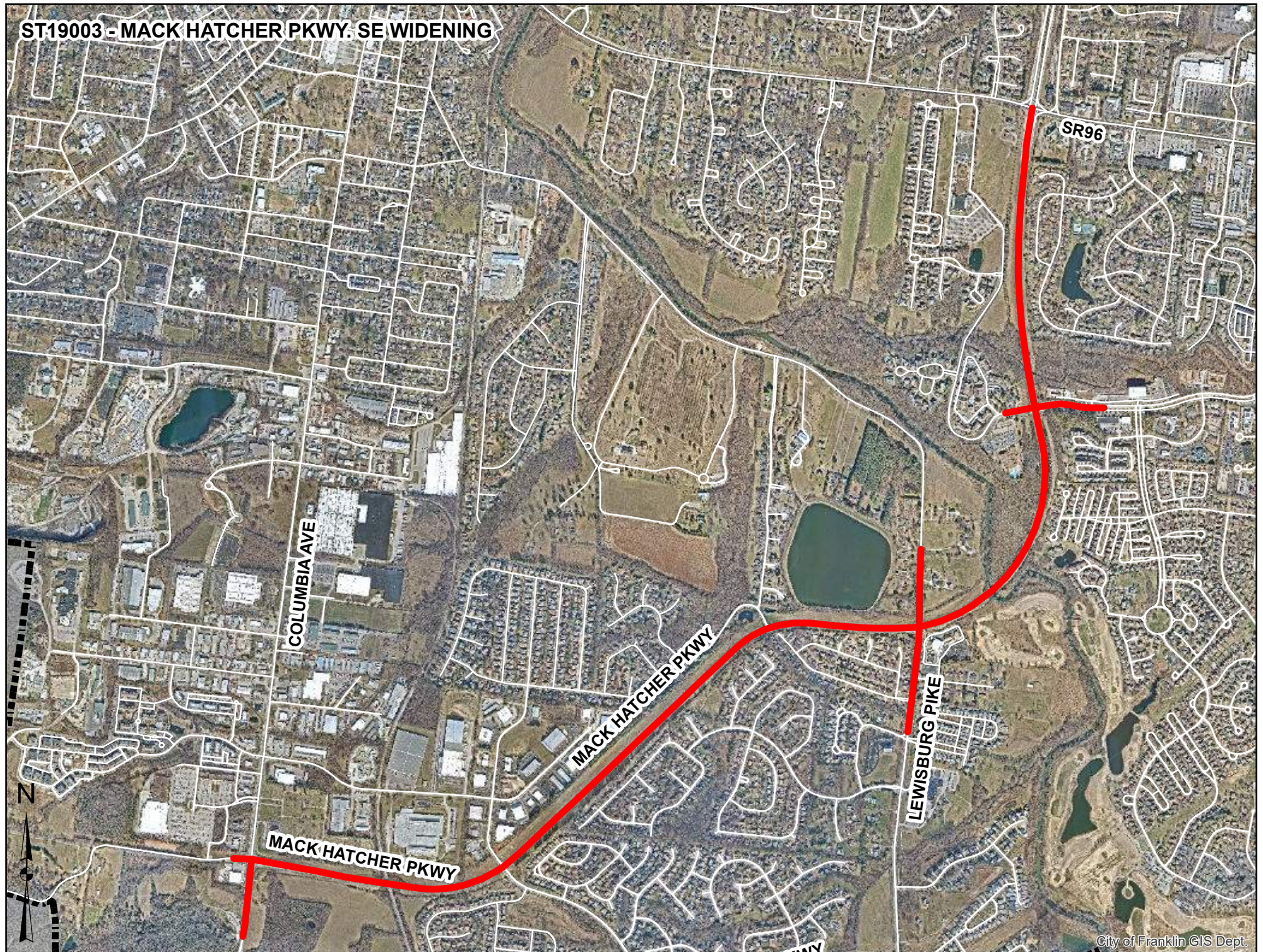
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost	\$83,700,000
Widening Mack Hatcher from Columbia Ave (US 31) to Mufreesboro Road (SR 96) from 2 to 4 lanes.		
This project is a widening from 2 to 4 lanes on Mack Hatcher Parkway (SR-397) from Murfreesboro Road (SR-96) to Columbia Avenue (SR-6/US-31). The segment on the southeast side of downtown is a heavily travelled corridor due to its connection to Murfreesboro and Royal Oaks Boulevard and adjacent neighborhoods.		
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 21,000 LF.		

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	2,966,666	2,966,667	2,966,667								8,900,000
ROW and Easements			500,000								500,000
Construction / CEI				37,150,000	37,150,000						74,300,000
Total	2,966,666	2,966,667	3,466,667	37,150,000	37,150,000						83,700,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Wastewater Capacity				250,000	250,000						500,000
Reclaimed Water Capacity				600,000	600,000						1,200,000
MPO/TDOT Funding	2,966,666	2,966,667	3,466,667	36,150,000	36,150,000						81,700,000
Water Renewal				150,000							150,000
Wastewater Renewal					150,000						150,000
Total	2,966,666	2,966,667	3,466,667	37,150,000	37,150,000						83,700,000

ST19003 - MACK HATCHER PKWY. SE WIDENING



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST19005
Project Name	Mack Hatcher Pkwy SW Extention

Department	Streets
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Not Funded

Description	Total Cost \$112,900,000
The southwest quadrant of Mack Hatcher Parkway (SR-397) from Highway 96 West (SR-96W) to Columbia Avenue (SR-6/US-31) will be constructed with a new 4 lane road. This will be the final piece of the loop road around the City.	
The project will include roadway construction, access management, utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 25,020 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	1,500,000	1,500,000	1,500,000	1,500,000	150,000	150,000					6,300,000
ROW and Easements				6,333,333	6,333,333	6,333,334					19,000,000
Construction / CEI							43,800,000	43,800,000			87,600,000
Total	1,500,000	1,500,000	1,500,000	7,833,333	6,483,333	6,483,334	43,800,000	43,800,000			112,900,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
MPO/TDOT Funding	1,500,000	1,500,000	1,500,000	7,833,333	6,483,333	6,483,334	43,400,000	43,400,000			112,100,000
Water Renewal							400,000	400,000			800,000
Total	1,500,000	1,500,000	1,500,000	7,833,333	6,483,333	6,483,334	43,800,000	43,800,000			112,900,000

ST19005 - MACK HATCHER PKWY. SW EXTENTION

SR96

COLUMBIA AVE

MACK HATCHER PKWY

N

FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST24001
Project Name	Mallory Ln. and Cool Springs Blvd. Improvements

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$4,700,000
Due to continued approval of development, this intersection is projected to have extreme delays during peak hours. This project includes additional turn lanes at the intersection to accommodate future growth.	
The project will include roadway construction, utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 2,754 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	133,333	133,333	133,334								400,000
ROW and Easements		350,000	350,000								700,000
Construction / CEI				3,600,000							3,600,000
Total	133,333	483,333	483,334	3,600,000							4,700,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General				900,000							900,000
Road Impact Fees - Arterial	133,333	483,333	483,334	2,300,000							3,400,000
Water Renewal				400,000							400,000
Total	133,333	483,333	483,334	3,600,000							4,700,000

ST24001 - MALLORY LN. AND COOL SPRINGS BLVD. IMPROVEMENTS



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST24002
Project Name	Mallory Ln and W McEwen Dr Intersection Imp

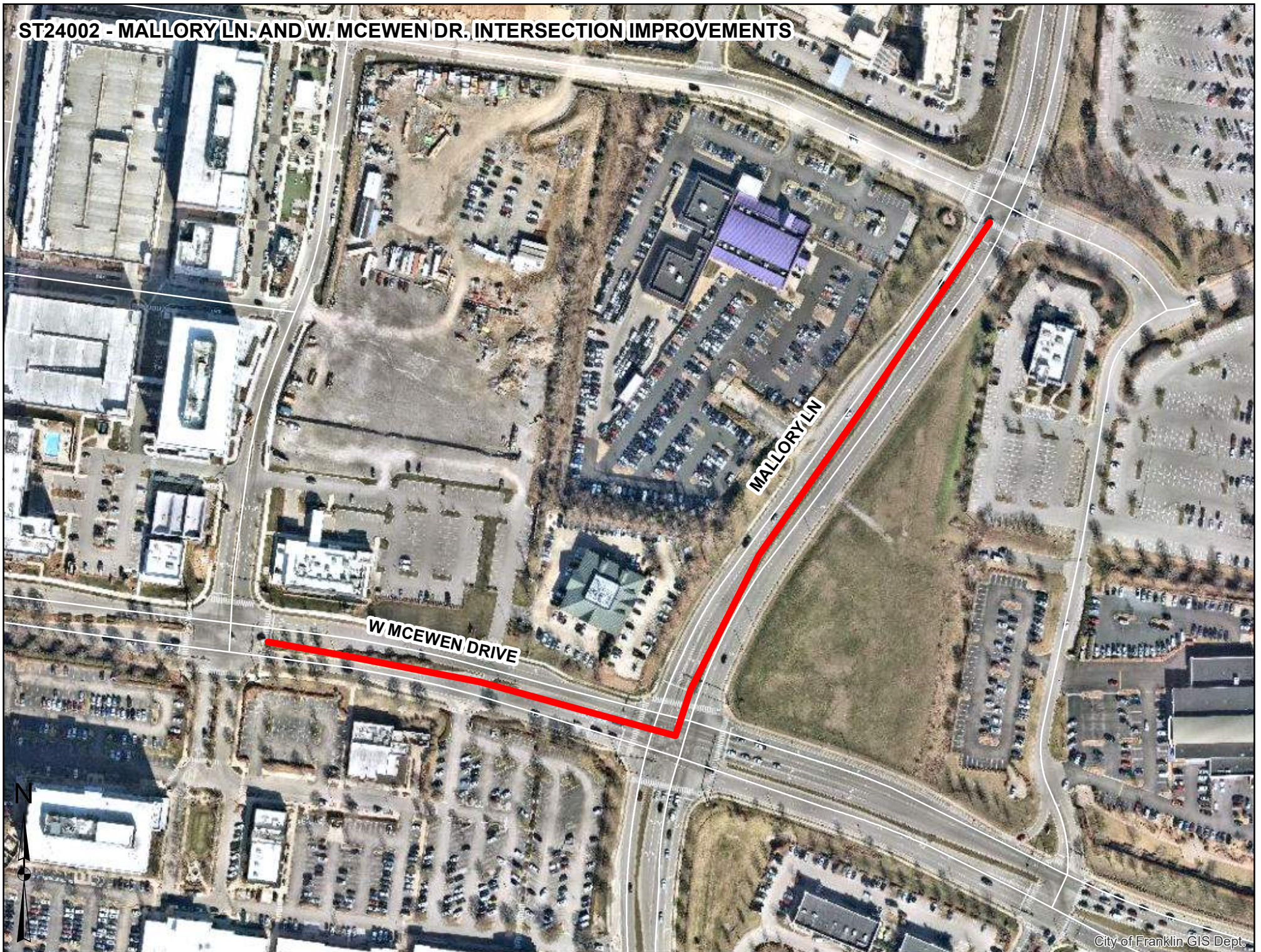
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$3,700,000
Due to continued approval of development, this intersection is projected to have extreme delays during peak hours. This project includes additional turn lanes at the intersection to accommodate future growth.	
The project will include roadway construction, utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 1,771 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	100,000	100,000	100,000								300,000
ROW and Easements		400,000	400,000								800,000
Construction / CEI				2,600,000							2,600,000
Total	100,000	500,000	500,000	2,600,000							3,700,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General				700,000							700,000
Road Impact Fees - Arterial	100,000	500,000	500,000	1,500,000							2,600,000
Water Renewal				400,000							400,000
Total	100,000	500,000	500,000	2,600,000							3,700,000

ST24002 - MALLORY LN. AND W. MCEWEN DR. INTERSECTION IMPROVEMENTS



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST24003
Project Name	Eddy Lane (SR96-Liberty Pike)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$11,000,000
This widening project will help to enhance connections between Liberty Pike and Murfreesboro Road moving residential out to arterial roads that can handle and move the traffic. This would be a widening from 2 to 3 lanes to help the flow of traffic on Eddy Lane.	
The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, bridge construction, and accommodations for pedestrians and bicycles. Approximate project length of 1,771 LF.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	450,000	450,000	450,000	450,000							1,800,000
ROW and Easements			900,000	900,000							1,800,000
Construction / CEI					7,400,000						7,400,000
Total	450,000	450,000	1,350,000	1,350,000	7,400,000						11,000,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					850,000						850,000
Water Renewal					500,000						500,000
Wastewater Renewal					1,000,000						1,000,000
Road Impact Fees - Collector SA2	450,000	450,000	1,350,000	1,350,000	5,050,000						8,650,000
Total	450,000	450,000	1,350,000	1,350,000	7,400,000						11,000,000

ST24003 - EDDY LN (SR96 - LIBERTY PIKE)

LIBERTY PIKE

EDDY LN

SR96



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST24004
Project Name	South Margin St and 5th Ave Intersection Imp

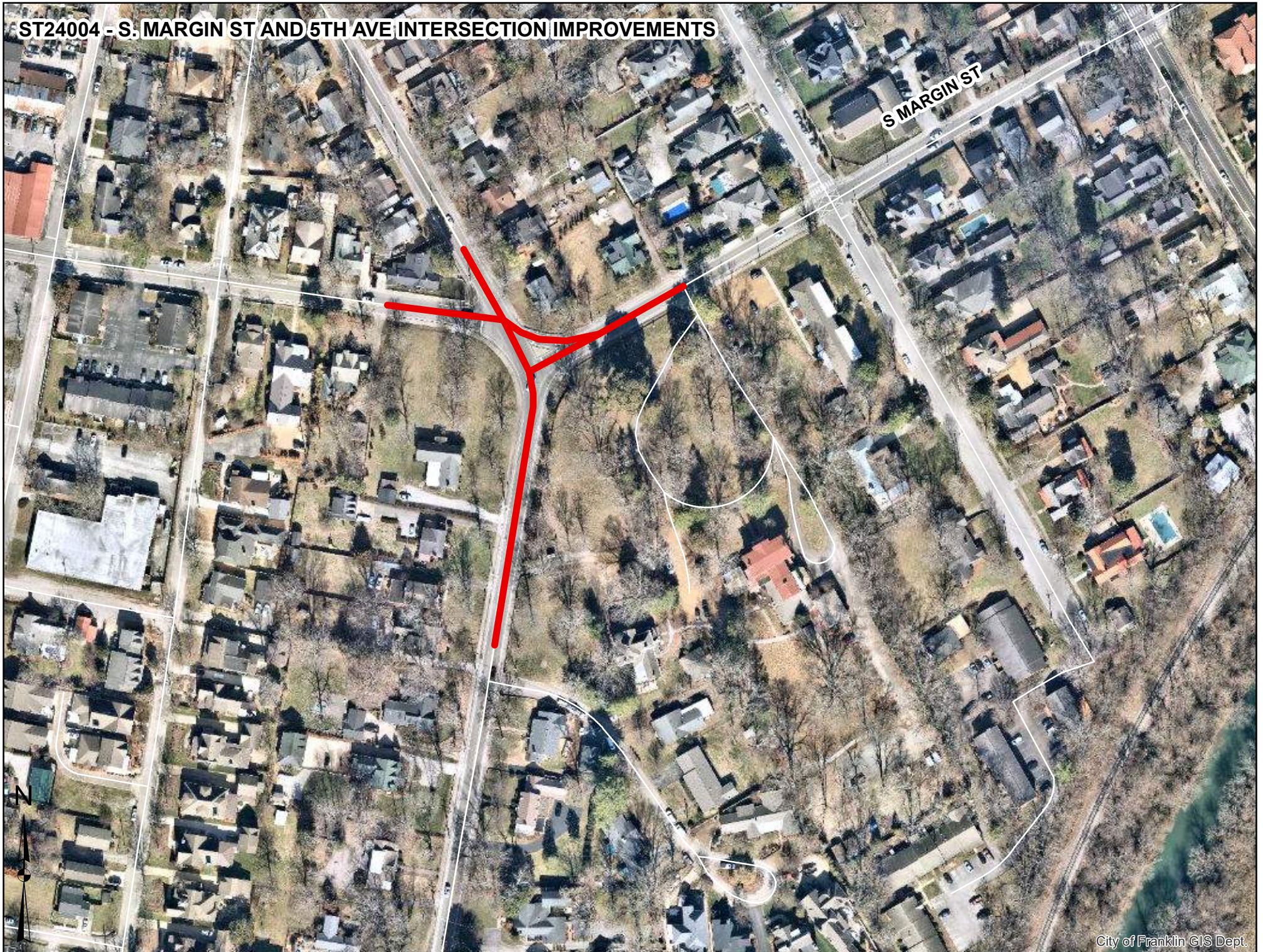
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$3,150,000
The intersection of SR-106 (Lewisburg Avenue / 5th Avenue South) at South Margin Street is a s skewed intersection with no pedestrian crossing facilities and horizontal curvature. It is a challenging intersection for vehicles and pedestrians to negotiate, especially for vehicles wishing to go 'through' on South Margin Street due to the skewed nature of the intersection. This geometry contributes to a higher intersection crash rate. In addition to the higher crash rate, this intersection was found to meet various isgnal warrants.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	200,000	200,000	200,000								600,000
ROW and Easements			350,000								350,000
Construction / CEI				2,200,000							2,200,000
Total	200,000	200,000	550,000	2,200,000							3,150,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Road Impact Fees - Arterial	100,000	100,000	275,000	1,100,000							1,575,000
Road Impact Fees - Collector SA4	100,000	100,000	275,000	1,100,000							1,575,000
Total	200,000	200,000	550,000	2,200,000							3,150,000

ST24004 - S. MARGIN ST AND 5TH AVE INTERSECTION IMPROVEMENTS



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST24005
Project Name	Lewisburg Pike and Donaldson Creek Pkwy Int Imp

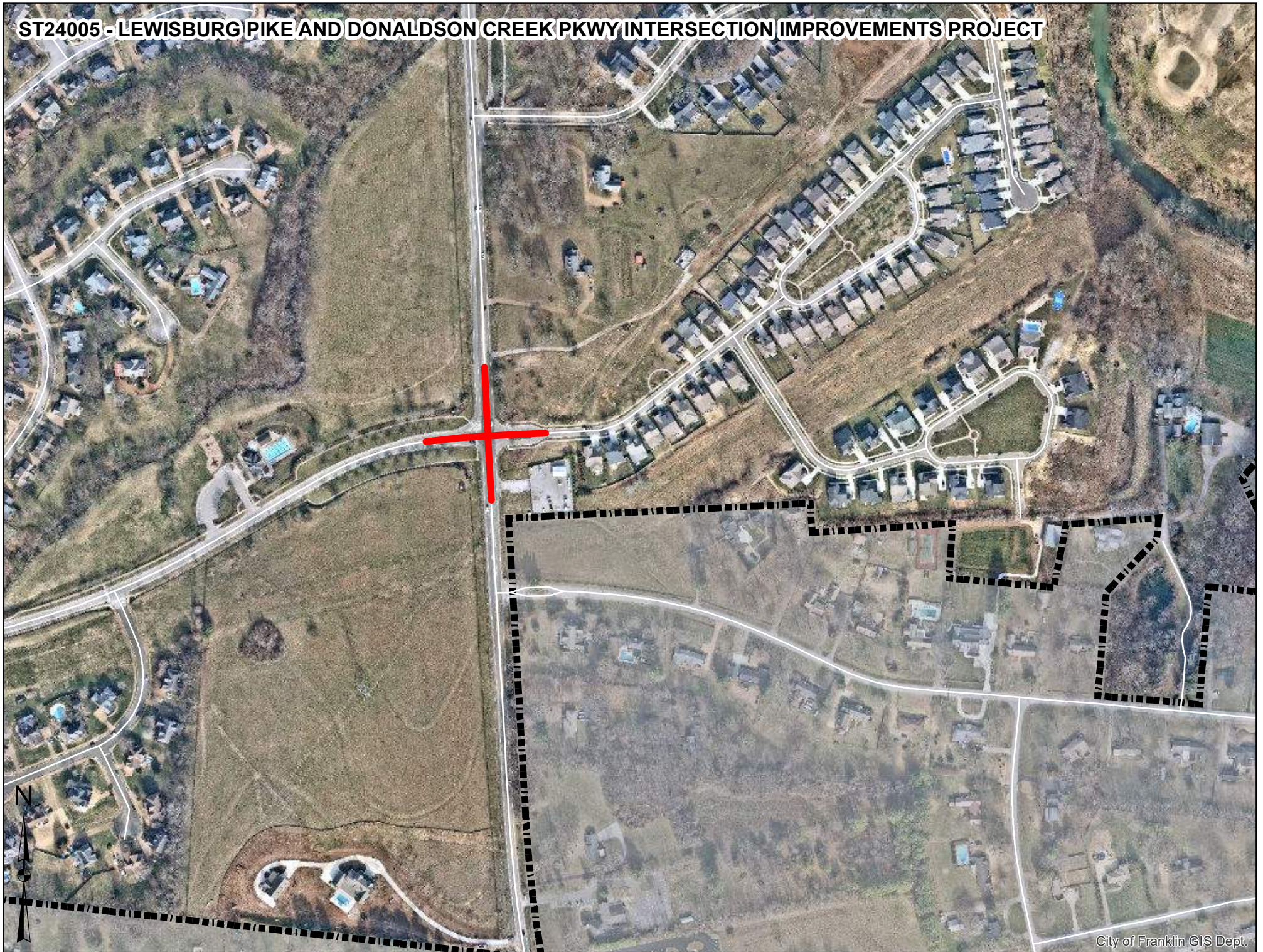
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Not Funded

Description	Total Cost \$965,000
Multiple signal warrants are met at this intersection and the installation of a traffic signal should proceed to avoid accidents at this location.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	50,000	15,000									65,000
ROW and Easements		50,000									50,000
Construction / CEI			850,000								850,000
Total	50,000	65,000	850,000								965,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Road Impact Fees - Arterial	50,000	65,000	850,000								965,000
Total	50,000	65,000	850,000								965,000

ST24005 - LEWISBURG PIKE AND DONALDSON CREEK PKWY INTERSECTION IMPROVEMENTS PROJECT



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST24006
Project Name	Battle Ave Bridge Replacment Project

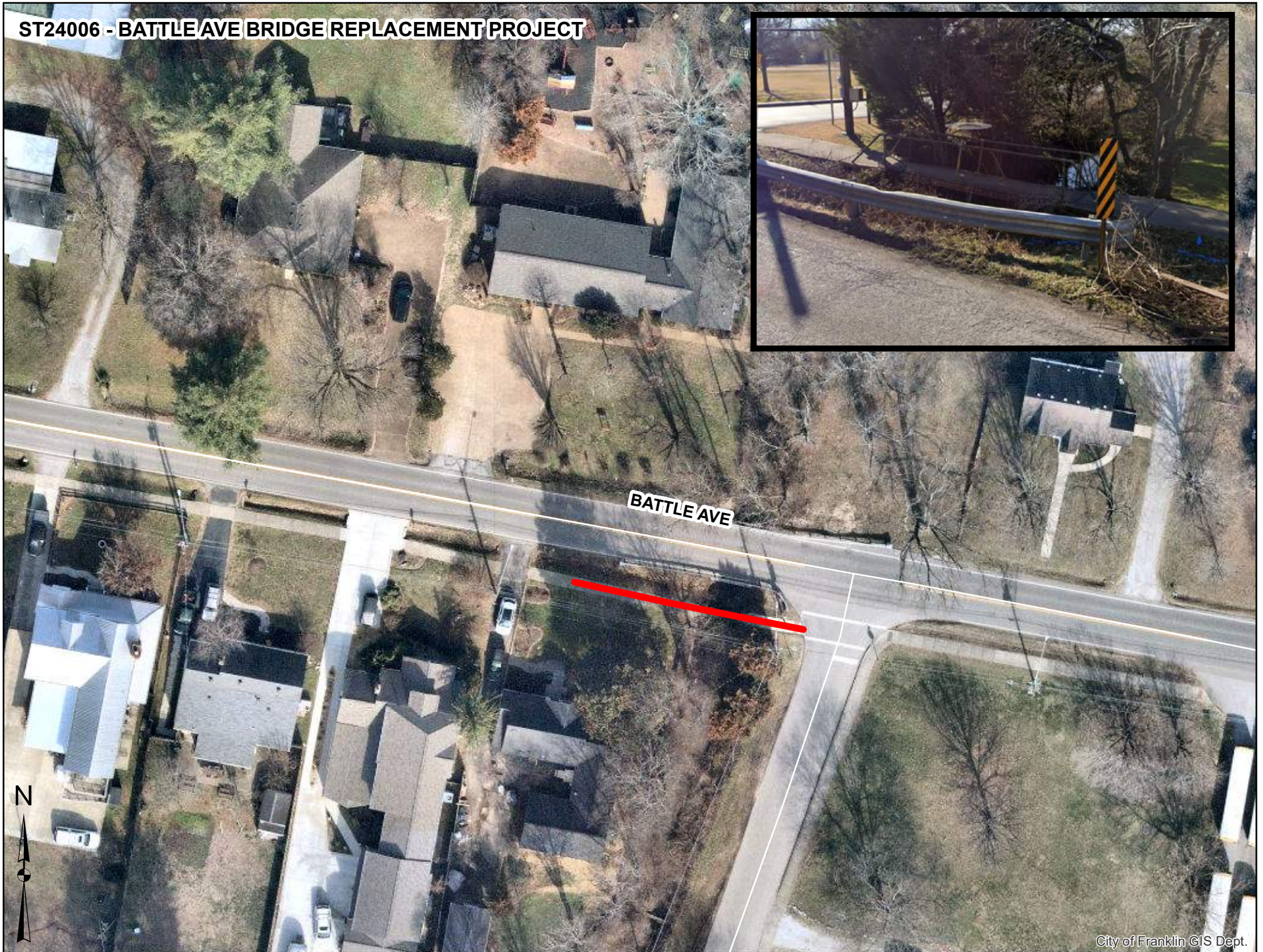
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Active

Description	Total Cost \$740,000
This project includes the replacement of an existing pedestrian bridge on Battle Ave. Following an ADA complaint, City staff inspected the existing bridge and determined that it did not comply with minimum ADA requirements. For that reason, this project should be prioritized and the bridge replaced.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	30,000	30,000									60,000
ROW and Easements		30,000									30,000
Construction / CEI			650,000								650,000
Total	30,000	60,000	650,000								740,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Road Impact Fees - Collector SA4	30,000	60,000	650,000								740,000
Total	30,000	60,000	650,000								740,000

ST24006 - BATTLE AVE BRIDGE REPLACEMENT PROJECT



FY 2024 Potential Projects

City of Franklin, Tennessee

Project #	ST24007
Project Name	Del Rio Pike Culvert Replacement

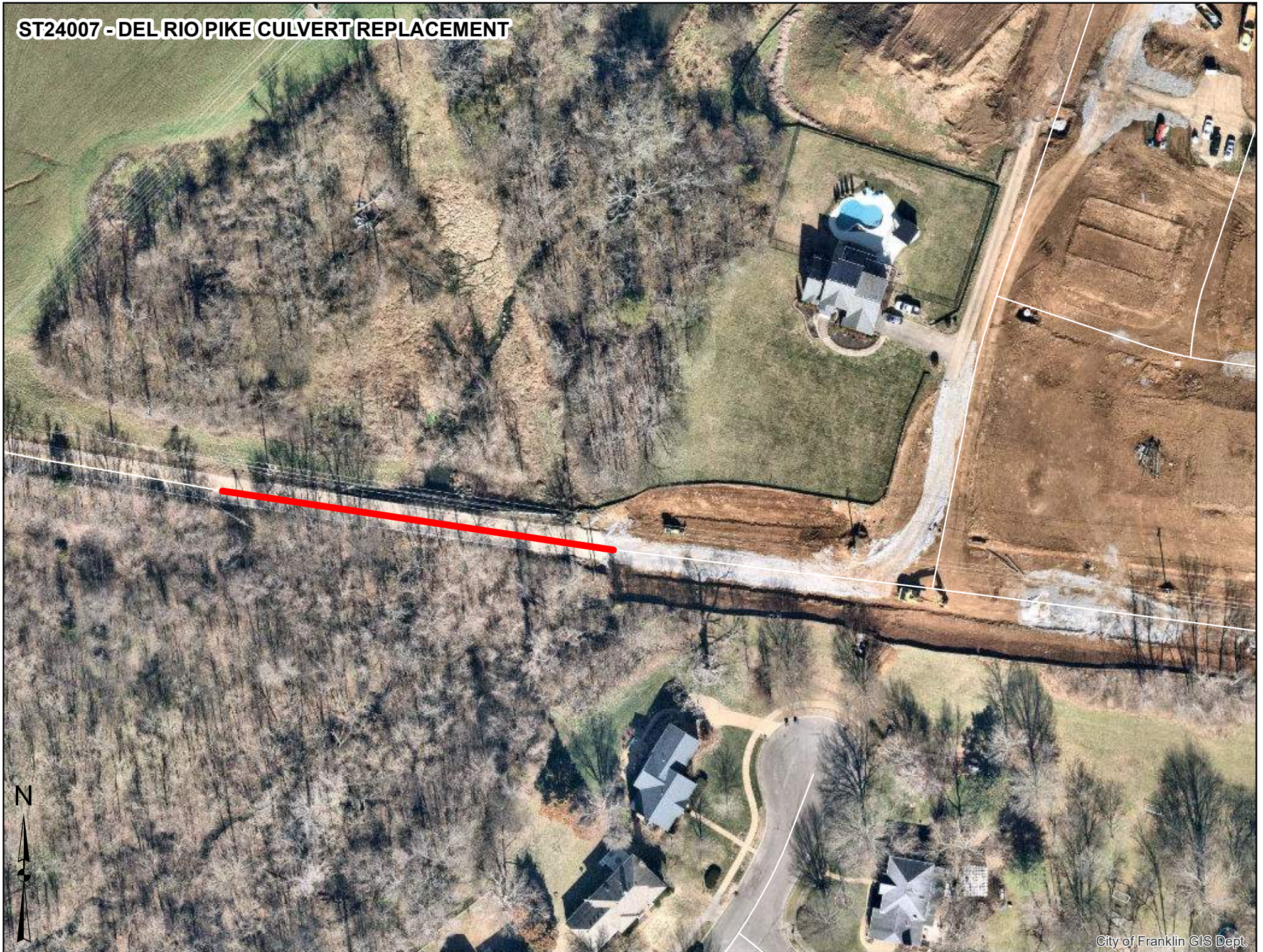
Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Active

Description	Total Cost \$1,450,000
This section of Del Rio Pike has safety issues that need to be addressed. The existing lane width is 9.5 feet and the adjacent side slopes of the roadway are at a 1:1 slope. The drop off is approximately 12'-14'. Given the substandard lane width and the extreme drop off, this safety issue needs to be fixed as soon as possible.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	75,000	75,000									150,000
ROW and Easements			300,000								300,000
Construction / CEI				1,000,000							1,000,000
Total	75,000	75,000	300,000	1,000,000							1,450,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Road Impact Fees - Collector SA1	75,000	75,000	300,000	1,000,000							1,450,000
Total	75,000	75,000	300,000	1,000,000							1,450,000

ST24007 - DEL RIO PIKE CULVERT REPLACEMENT



FY 2024 Potential Projects

City of Franklin, Tennessee

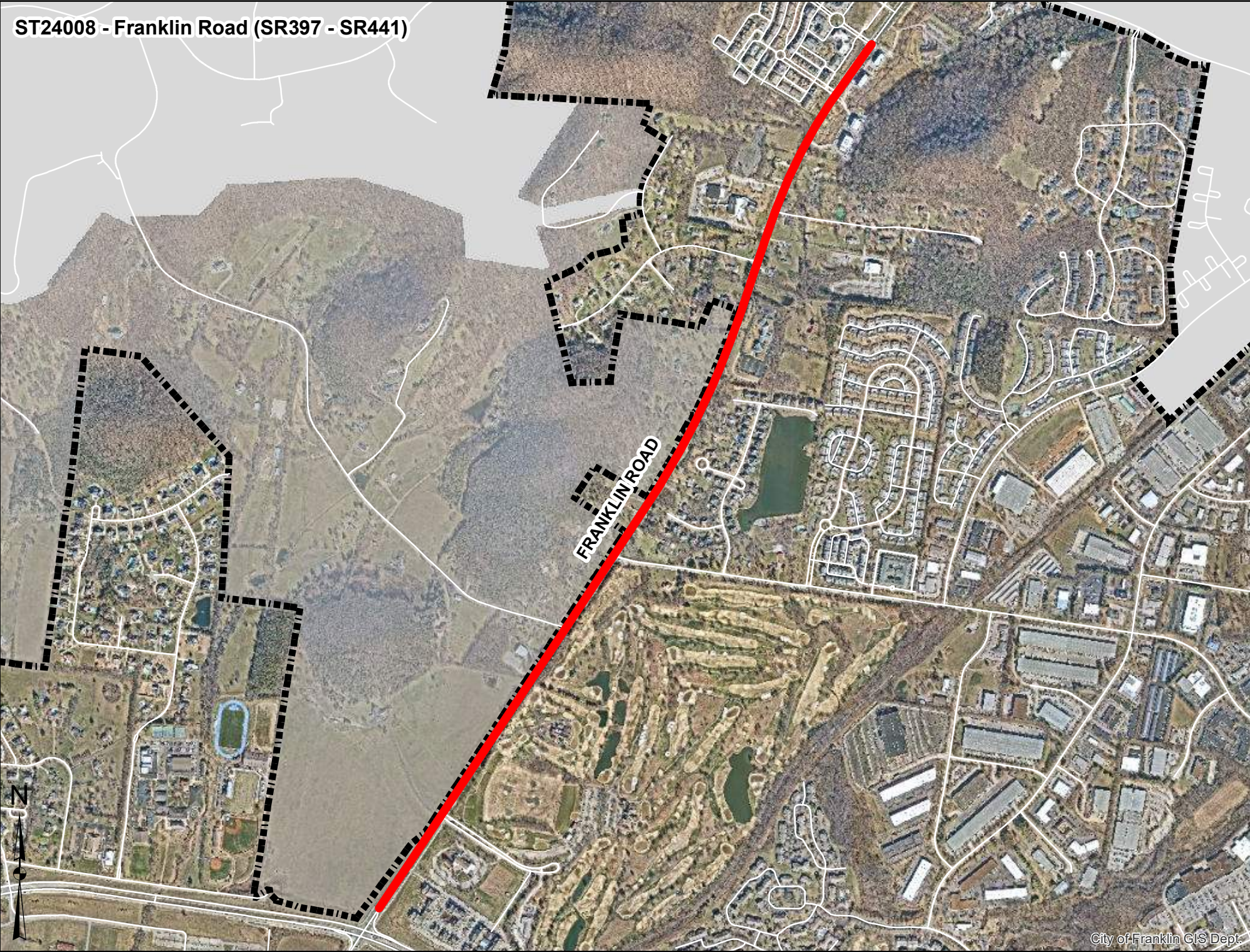
Project #	ST24008
Project Name	Franklin Road (SR397 - SR441)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	3 Star Project
Status	Not Funded

Description	Total Cost \$46,400,000
This project includes the Major Arterial Widening of Franklin Road (SR-6/US-31) from Mack Hatcher Parkway (SR-397) to Moores Lane (SR441). This roadway is proposed to be widened from 2 lanes to 5 lanes. This project should be completed through a partnership with the State of Tennessee when funding is available.	

Expenditures	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
Design/Planning (Professional Services)	775,000	775,000	775,000	775,000							3,100,000
ROW and Easements			2,500,000	2,500,000							5,000,000
Construction / CEI					19,150,000	19,150,000					38,300,000
Total	775,000	775,000	3,275,000	3,275,000	19,150,000	19,150,000					46,400,000

Funding Sources	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Total
General					1,700,000	1,700,000					3,400,000
Road Impact Fees - Arterial	775,000	775,000	3,275,000	3,275,000	16,450,000	16,450,000					41,000,000
Water Capacity						1,000,000					1,000,000
Wastewater Capacity					1,000,000						1,000,000
Total	775,000	775,000	3,275,000	3,275,000	19,150,000	19,150,000					46,400,000



August 31, 2023

TO: Board of Mayor and Alderman

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Assistant Director of Engineering

SUBJECT: Long Lane Overpass

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Alderman concerning the Long Lane Overpass Project.

Background

On August 30, 2023, the BOMA asked city staff to investigate phasing options associated with the Long Lane Overpass. Below are two options on how to proceed with the project.

Option 1 – See Exhibit A

This is the most expensive option and would complete all of Long Lane and Old Petionville Road. Below is a summary of the estimated cost.

Design	\$1,433,333
ROW	\$9,000,000
Construction	\$30,100,001
Total Project Cost	\$40,533,334

Option 2 – See Exhibit B

This option is the least amount of work. The project would include a traffic signal at Lewisburg Pike and Old Petionville Road and the minimum amount of work required to complete the overpass and all roadway connections.

Design	\$1,000,000
ROW	\$4,500,000
Construction	\$23,663,000
Total Project Cost	\$29,163,000

Financial Impact

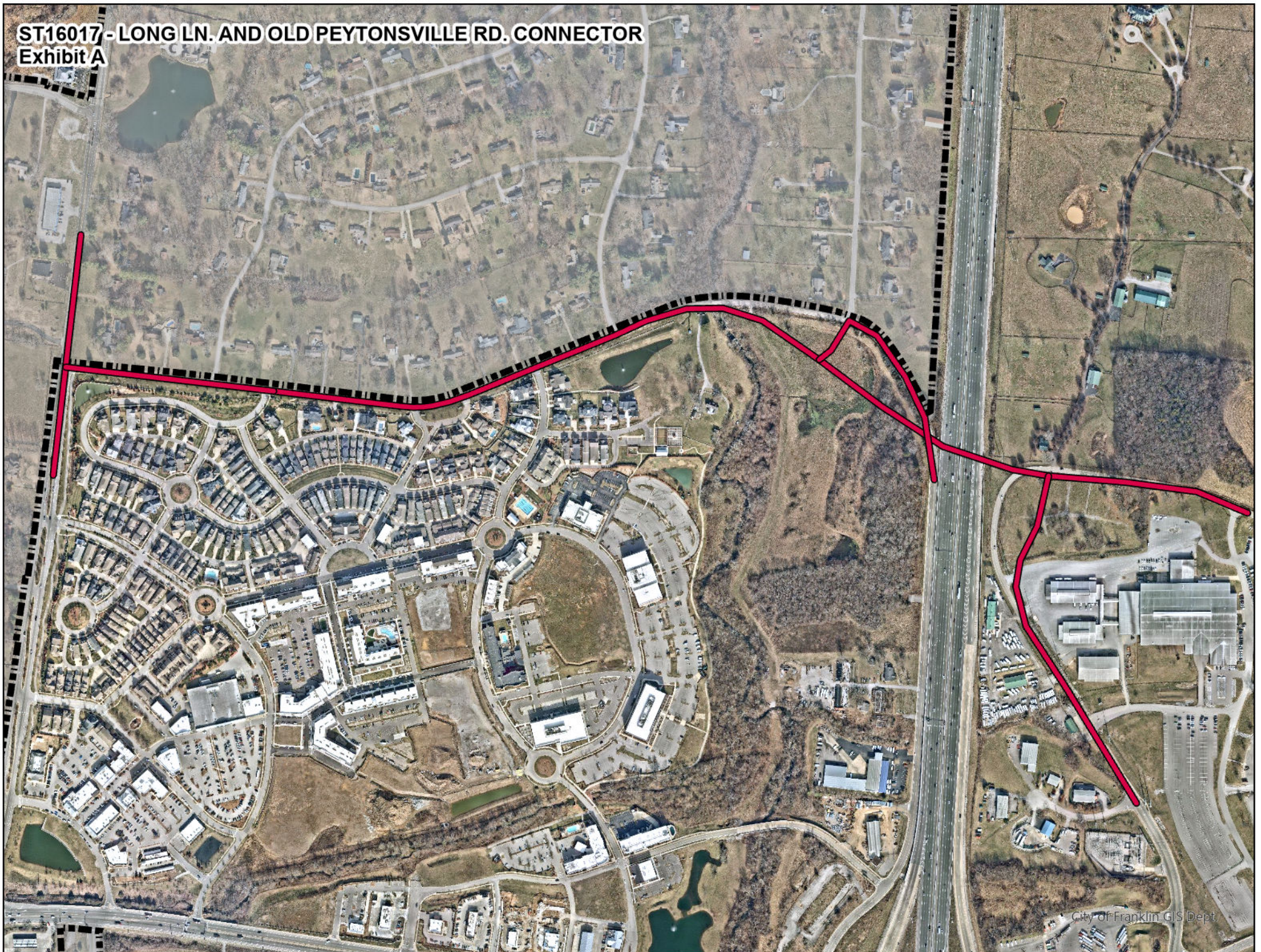
Option 1 – \$40,533,334

Option 2 – \$29,163,000

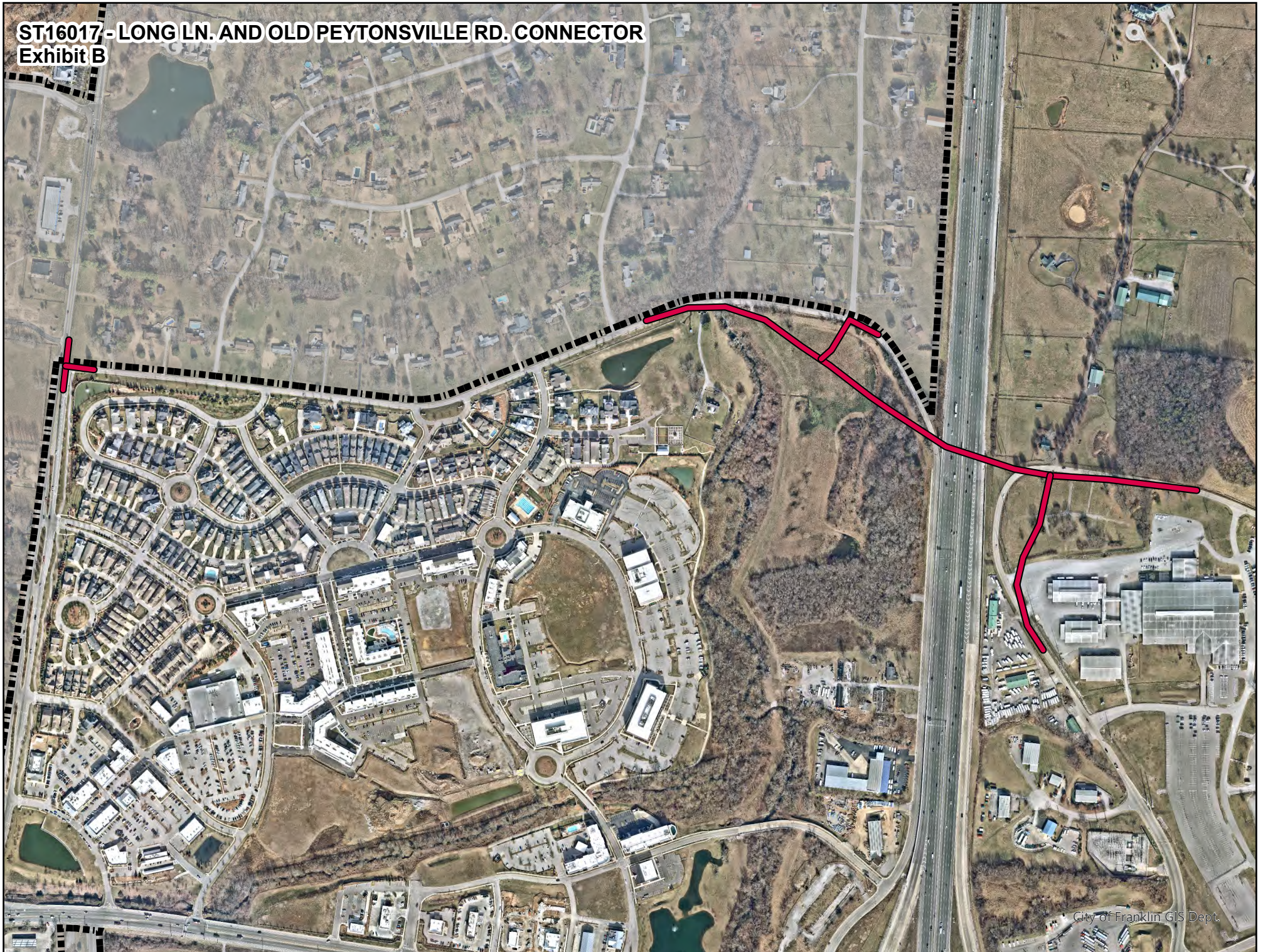
Recommendation

No recommendations from staff. Staff is seeking direction from the Board of Mayor and Alderman.

ST16017 - LONG LN. AND OLD PEYTONSVILLE RD. CONNECTOR
Exhibit A



ST16017 - LONG LN. AND OLD PEYTONSVILLE RD. CONNECTOR
Exhibit B



September 7, 2023

TO: Board of Mayor and Alderman

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Assistant Director of Engineering

SUBJECT: Improvements to Old Liberty Pike (Preliminary Options)

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Alderman concerning Old Liberty Pike from Franklin Road to Daniels Drive.

Background

On August 30, 2023, the BOMA asked city staff to investigate the feasibility of improving Old Liberty Pike between Franklin Road and Daniels Drive, a length of approximately 1,400 feet. Old Liberty Pike fronts approximately 27 residential homes and 1 church. The roadway has a variable right-of-way (ROW) width that appears to be between 20' and 40'. Known utilities within the ROW include gas, water, sanitary sewer and approximately 19 utility poles. Staff has evaluated 4 different options for BOMA consideration.

Option 1 – 2~11' lanes, curb and gutter and parallel parking / 5' sidewalk on the north side of the roadway.

This is the most expensive option and would require full reconstruction of the roadway. Staff has assumed that this option would need to relocate water, gas and all 19 utility poles to accommodate a storm drainage system. In addition, the city would need to acquire right-of-way and easements from 28 property owners. Utility poles would need to be pushed further back into residential properties requiring an additional 20' easement beyond the right-of-way. The estimated cost for this project is below:

Design	\$330,000
ROW	\$1,280,000
Construction	\$4,100,000
Total Project Cost	\$5,710,000

Option 2 – 2~11' lanes, curb and gutter and a 5' sidewalk on the north side of the roadway.

This is the most expensive option and would require full reconstruction of the roadway. Staff has assumed that this option would need to relocate water, gas and all 19 utility poles to accommodate a storm drainage system. In addition, the city would need to acquire right-of-way and easements from 28 property owners. Utility poles would need to be pushed further back into residential properties requiring an additional 20' easement beyond the right-of-way. The estimated cost for this project is below:

Design	\$240,000
ROW	\$1,000,000
Construction	\$3,000,000
Total Project Cost	\$4,240,000

Option 3 – 2~11’ lanes, and a 5’ sidewalk on the north side of the roadway. No curb and gutter. This option would potentially avoid the relocation of water, sewer, and gas. The budget below would include the relocation of utility poles as needed and the installation of a storm drainage system.

Design	\$105,000
ROW	\$1,000,000
Construction	\$1,400,000
Total Project Cost	\$2,505,000

Option 4 – Neighborhood Traffic Calming Program

A speed count study was completed on August 30, 2023. The 85th percentile speed was 29 mph and Old Liberty Pike did not meet the minimum requirements to qualify for the Neighborhood Traffic Calming Program. See attached memo for specifics.

Financial Impact

Option 1 – \$5,710,000
Option 2 – \$4,240,000
Option 3 – \$2,505,000
Option 4 - \$N/A

Recommendation

Old Liberty Pike has an average daily traffic (ADT) volume of 426 vehicles per day. Given the transportation needs around the community, engineering staff does not recommend proceeding with any projects on Old Liberty Pike.

DATE: September 7, 2023

TO: Old Liberty Pike Neighborhood Group

FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT: Traffic Calming Request for Old Liberty Pike

Purpose

The purpose of this memo is to summarize the results of the speed and count study that was completed on August 30, 2023. The data was collected from a traffic calming request by a group of residents that reside on the subject street, via the process outlined in the City of Franklin Neighborhood Traffic Calming Program (NTCP).

Background & Results

The study was performed at the location shown in Figure 1. The location was chosen based on ensuring that a majority of the vehicles were traveling at speed, and not in a location where intersections or conflicting/slowing movements could skew the data. Speed and count data were collected over 6 days starting Thursday afternoon thru Wednesday (August 24 – 30). Weather was mostly pleasant, school was in session, and both days of the weekend were collected.



Figure 1 Speed/Count Study Location

Speed limits are typically set by studying the 85th percentile speed of a roadway as well as the classification of the street and the properties/residents in which the roadway serves. Speed limits on residential streets in Franklin are 25 Miles Per Hour (mph) unless otherwise posted. The street studied is a 25 mph residential street posted in multiple locations on Old Liberty and Daniels.

The speed data summary is shown in Table 1. The highlighted column is the 85th percentile speed. This 85th percentile speed is the speed at which 85% of the vehicles captured are traveling at or below. The 85th percentile speed is used to determine how far over the speed limit vehicles are traveling. Table 2 represents the volume data that was also collected during this study period.

Speed percentile (% of vehicles traveling at or below value shown)																			
Location	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th
122 Old Liberty	11	14	16	18	19	20	21	22	23	24	24	25	25	26	27	28	29	30	32

Table 1 Speed Data

	EB	WB	Total
Weekday Avg	243	183	426
Saturday	219	177	396
Sunday	180	164	344

Table 2 ADT (Volume) Data

The NTCP states baseline criteria that must be met for a traffic calming project to move forward, as follows:

- The Average Daily Traffic (ADT) volume for the street is greater than or equal to 150 vehicles per day.
- The 85th percentile speed is at least 4 mph faster than the posted speed limit.
- The posted speed limit is 30 mph or less.
- The street is a through street.
- The maximum grade on the section of roadway that is being considered for traffic calming measures does not exceed seven percent.
- The street is a local street.
- The combination of horizontal and vertical curves along the roadway is not such that would result in inadequate stopping sight distance for motorists as they encounter the traffic calming devices.
- Street must measure longer than 1000 feet between stop signs, sharp, or 90 degree turns.
- The street is not a transit route or a primary emergency access route.

To qualify for the NTCP, all the above baseline criteria must be met in addition to obtaining a total of **6 points** from the speed and count criteria outlined in Table 3.

Grading System Criteria	
Daily Traffic Volumes	
0 - 150	Not Eligible
151 - 300	1
301 - 500	2
501 - 700	3
751 - 1,000	4
1,001 - 2,000	5
2,001+	Not Eligible**
85th Percentile Speeds*	
0-4 MPH	Not Eligible
4 MPH	1
5 MPH	2
6 MPH	3
7 MPH	4
8 MPH	5
≥ 10 MPH	6
*over speed limit	
** Unless Approved by City Engineer	

Table 3 Points Grading System

The data in Table 1 shows that the 85th percentile speed on Old Liberty Pike to be 29 mph which correlates to 1 point using Table 3. The volume data in Table 2 shows that the weekday average volume on the roadway is approximately 426 vehicles and correlates to 2 points. An extra point is given when no sidewalks are present along the street. The sidewalk, volume, and speed criteria sum to a value of **4 points**. Therefore, Old Liberty Pike does not qualify for the NTCP since less than 6 points was obtained.

Next Steps

While Old Liberty Pike does not qualify for the Neighborhood Traffic Calming Program, there are other measures that are available in the NTCP per Appendix C. These include enhancement plaques on the speed limit signs, temporary driver speed feedback signs, and request of enforcement to the Police Department. Lowering the speed limit to 20 mph (our City minimum) requires a 2/3 vote in favor of lowering from all property owners along the street(s) through a petition process AND approval from the Board of Mayor and Alderman via the ordinance process. Both Daniels Drive and Old Liberty Pike would need to be requested for lowering the speed limit and 2/3 vote in favor of lowering the speed limit would be required for all the property owners along these streets (i.e. all connecting local streets must be requested in a neighborhood). We invite you to explore the NTCP criteria and appendices for any clarifications.

As a reminder, a request for another NTCP study cannot be requested for another 2 years for Old Liberty Pike (August 2025).