City of Franklin

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

Meeting Agenda

Work Session

Tuesday, December 9, 2014 **5:00 PM** **Board Room**

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. 14-626 Consideration of Event Permit for WillPower 5K on April 11, 2015 in Downtown Franklin (12/09/14 WS)

Sponsors: Deb Faulkner

Attachments: WillPower REVISED App 2015.pdf

2. 14-593 Discussion of Peer Cities Analysis for Financial Comparisons.

Sponsors: Russ Truell

Attachments: Moody's Aaa Cities and suggested selections
Triple-A Cities (S&P_Moodys)
08-21-2014_2013 US Local Government Medians Demonstrate Stability of Sect
2012 Moody's Local Government Medians
PFM Peer Cities Analysis Horizontal.pdf

Legislative History

11/25/14 Work Session referred to the Work Session

3. 14-675 Consideration of Amendment No 1 (COF Contract No 2014-0051) to the Agreement for Goose Creek Sanitary Sewer Extension from West of I-65 to East of I-65 (12-09-14 WS)

Sponsors: David Parker and Paul Holzen

Attachments: COF 2014-0051 Amendment 1 FINAL Sewer Extension Agreement
COF 2014-0051 Revised Exhibit A and B

4. 14-676 Consideration of a Professional Service Agreement with AMEC Environment & Infrastructure, Inc., Contract No. 2014-0306, for the Stormwater Best Management Practices (BMP) Manual Update, Water Quality Calculation Tool Update and Design Detail Development (12/09/14 WS)

Sponsors: Paul Holzen

Attachments: COF 2014-0306 Stormwater Manual Update AMEC PSA

COF 2014-0306 Stormwater Manual Update AMEC - Exhibit A Shauna Redline

5. 14-677 Consideration of a Utility Relocation Agreement (COF Contract 2014-0308) For the Century Court and Beasley Drive Connector Project with Middle Tennessee Electric Membership Corporation (12/09/14 WS)

Sponsors: Paul Holzen

Attachments: COF 2014-0308 MTEMC RELOCATION AGREEMENT - ATTACHMENT A

COF 2014-0308 MTEMC Relocation Agreement Century Beasley

6. 14-679 Consideration of Change Order No. 5 (Final Change Order) to the Construction Contract for the 3rd Avenue North Extension Project (Bicentennial Park Phase I) (COF Contract No. 2012-0089) for a decrease in the amount of $36,010.99 (12/09/14 WS)

Sponsors: Paul Holzen

Attachments: COF2012-0089 3rd Ave N Ext - CO#5 EXHIBITA 12-10-14

7. 14-686 Consideration of an Agreement of Sale (COF Contract 2014-0305) for Right of Way with Williamson County Schools in the amount of $14,850.00 and an Agreement of Sale (COF Contract 2014-0327) for Easements with Williamson County Schools in the amount of $63,550.00 on the Franklin High Property for the Hillsboro Road Improvements Project. (12/09/14 WS)

Sponsors: David Parker and Paul Holzen

Attachments: COF 2014-0305 and COF 2014-0327 - Agreement of Sale WCSD

8. 14-688 Discussion Regarding Maintaining Temporary Fire Station 7

Sponsors: Eric Stuckey and Rocky Garzarek

9. 14-702 Review of public engagement process associated with the proposed Flood Insurance Rate Map (FIRM) revisions.

Sponsors: Vernon Gerth and Chris Bridgewater

Attachments: Proposed FIRM.pdf

FIRM Review Schedule11-24-14.docx

Other Business

Adjournment

ANYONE REQUESTING ACCOMODATIONS DUE TO DISABILITES SHOULD CONTACT A.D.A. COORDINATOR, AT 550-5721 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

OFFICE USE ONLY:

Permit No: ______________

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CITY OF FRANKLIN
EVENT PERMIT APPLICATION

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

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

Please check all that apply:

- [x] street closure
- [ ] parade
- [ ] other special event
- [ ] beer served ***(separate permit required)***

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) **Location requested (if Temporary Street Closure only, list major roads to be closed):**

_____Aspen Grove Park _____Liberty Park _____Eastern Flank Battlefield Park
_____Fieldstone Farms _____Pinkerton Park
_____Jim Warren Park _____Harlinsdale Farm Other: ____________

2) **Name/purpose of event:** WillPower 5K (3rd annual)

3) **Date or dates of event:** April 11, 2015

4) **Time of Event:** 7:30 race start. Event lasts from 6:30am – 9:30am

5) **Time of Street Closure *(if applicable)*:** Close Square at 5am. Close race course at 7:20 am

Set-Up Date/Time: 5am ***Tear-down Date/Time:*** 9:30 am

**Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read* Additional Requirements *section for more information.*

6) **Name of Applicant and Organization Requesting Permit:**

Steve NeSmith (Franklin resident) + WillPower Events LLC

a) **Address:** 123 Sturbridge Drive, Franklin TN. 37064

b) **Phone:** 615-440-2468 c) **Cell:** 615-440-2468 d) **Fax:** ____________

e) **E-mail address:** Willpower5K@gmail.com

7) **Person in charge on day of event:** Steve NeSmith (same as last year)

Cell: 615-440-2468 **E-mail address:** willpower5K@gmail.com

Revised February 2014

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8) **Name and Cell Number of at least two others available on day of event:**

Name: Brian NeSmith **Cell:** 407-719-6491 **E-mail address:** brian@racetimesports.com

Name: John Duval **Cell:** 615-516-8705 **E-mail address:** johncduval@gmail.com

9) **DETAILED description of event (use additional sheets):**
The 3rd annual WillPower will ~~[illegible]~~ follow exact same plan as 2013 + 2014. The 5K race will start + end on the Square and raise money for HHT International (HHT.org) and assist with medical needs of Franklin resident Will Nesmith.

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

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

800-1,000

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

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where:________)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. We charge $25 per runner

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? 10% goes to HHT International, ← medical research
10% to Christ Pres. Academy, 10% to Ridgecrest Camps, 70% to pay medical bills of Will Nesmith

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.

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20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.

21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Amplification will be set up on a stage on the Square and will be used primarily for announcements. We will also have a bluegrass band that will play for 15 min.

22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
SpringTree Media will provide stage + sound again this year.

23) During what time period is sound amplification requested? 7am – 9:30am

24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Primarily just an emcee with prerecorded music but we will have the Nashville Hayriders (3 person bluegrass) perform again this year. They will perform for 15-20 minutes

25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. No vendors, just a few of our sponsors.

27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. We will give away bottled water, bananas and donuts. No merch will be sold.

28) Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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29) **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
No but we would like to request a power outlet.
We used existing ones last year but they didnt work well.

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

32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.* Very small tent

33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.

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TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING APPLICATION.

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

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

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

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

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

6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.

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

8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of $30 per hour at a minimum of two (2) hours.

BY: Stephen N Smith – Founder / President Date: Sept 18, 2014
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on ____________, 20___.

____
Dr. Ken Moore, Mayor

____
Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

Return application to:

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

To: **Monique McCullough**
City of Franklin

FROM: **Steve NeSmith**
WillPower 5K

RE: **3rd Annual WillPower 5K**

Monique,

We are excited to request permission to hold the 3rd annual WillPower 5K in downtown Franklin. Our first two races have been overwhelming successes, attracting over 1,000 runners per race from 20 states. Also in 2014, Forbes Travel Guide named the WillPower race as one of *Three Great Races for New Runners* in the USA!

As in previous years, this event serves as a fundraiser with proceeds going to three non-profit organizations as well as to help Franklin teenager, Will NeSmith, with his ongoing medical bills. The 3rd annual event will be structured the same, in every way, as previous years with the following 2 exceptions:

1. We normally hold the race on the first weekend of April. In 2015, the first weekend is Easter weekend which will keep most folks away from our event due to family travel etc. For this reason, we are requesting Saturday April 11, the second Saturday in April.
2. The umbrella organization for the race is now called WillPower Events LLC. IRS rules limited the amount of proceeds that our non-profit could direct to Will's medical expenses so we changed our organization to a standard for-profit in order to help Will get the therapy he needs.

Thanks for your consideration. We look forward to another great event!

Sincerely,

Steve NeSmith

Steve NeSmith
WillPower 5K co-founder

WILLPOWER 5K
HISTORIC FRANKLIN TENNESSEE
1799
Start
Finish
Route
Harpeth River
Parks
Jim Warren Park
Bicentennial Park
Harlinsdale
Assault on Cotton Gin Park
Boyd Mill Ave
Culberson Blvd
N Petway St
W Main St
Fair St
11th Ave N
6th Ave N
Main St
E Main St
Bridge St
N Margin St
Church St
S Margin St
New Hwy 96 W
Hillsboro Rd
5th Ave N
4th Ave N
3rd Ave N
2nd Ave N
1st Ave N
Natchez St
Columbia Ave
Glass Ln
Mount Hope St
Johnson Al
Glass St
Green St
9th Ave N
Magnolia Dr
Del Rio Pke
Prairie View Dr
Farrier Ln
Lancaster Dr
Roberts St
Buckworth Ave
Benelli Park Ct
West End Cir
Shawnee Dr
Cherokee Pl
Edgewood Blvd
Windsor Dr
W Meade Blvd
Iris Pl
Brookwood Ave
Forrest St
Petway St
Park St
11th Ave S
9th Ave S
7th Ave S
5th Ave S
4th Ave S
3rd Ave S
2nd Ave S
1st Ave S
Emily Ct
Short Ct
Acton St
Plaza St
Cummins St
Evans St
W Fowlkes St
E Fowlkes St
Buford St
Lewisburg Ave
Winstead Ct
Parkview Dr
Adams St
Spring St
Granbury St
Mulberry St
Carter St
Strahl St
Everbright Ave
Academy St
Battle Ave
Bostick St
Alicia Dr
Green Acres Dr
Perkins Dr
Eastview Dr
Birchwood Cir
Devrow Ct
Boyd Mill Ave
Friars Bridge
Clairmonte Dr
Access
Private
Alley
FRANKLIN DISCLAIMER
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Aaa Rated Local Governments:

All Aaa Rated (Moody's) Cities

Acton, MA	Alexandria, VA	Alpharetta, GA	Alpine Borough, NJ	Ames, IA
Anderson Township, OH	Apple Valley, MN	Appleton, WI	Austin, TX	Avon Town, CT
Beachwood, OH	Bedford Town, NH	Bedford Town, NY	Bedminster Township, NJ	Bellevue, WA
Belmont, MA	Bernards Township, NJ	Bernardsville Borough, NJ	Beverly Hills, CA	Birmingham, MI
Bloomfield Township, MI	Bloomington, MN	Boca Raton, FL	Boston, MA	Boulder, CO
Bowie, MD	Brecksville, OH	Brentwood, TN	Bronxville Village, NY	Brookfield, WI
Brookline, MA	Buffalo Grove, IL	Burnsville, MN	Cambridge, MA	Cary, NC
Cedar Rapids, IA	Champaign, IL	Chandler, AZ	Chapel Hill, NC	Charlotte, NC
Charlottesville, VA	Chatham Borough, NJ	Chesterfield, MO	Columbus, OH	Concord, MA
Coppell, TX	Coral Springs, FL	Darien Town, CT	Deerfield, IL	Denver, CO
Dover, MA	Dublin, OH	Durham, NC	Eagan, MN	Easton Town, CT
Eden Prairie, MN	Edina, MN	Fairfax, VA	Fairfield Town, CT	Farmington Town, CT
Florham Park Borough, NJ	Fort Collins, CO	Franklin Lakes Borough, NJ	Franklin, TN	Garden City Village, NY
Germantown, TN	Glastonbury Town, CT	Glenview, IL	Golden Valley, MN	Greenburgh Town, NY
Greensboro, NC	Greenwich Town, CT	Harding Township, NJ	Hempstead Town, NY	Herndon, VA
Highland Park, IL	Hilton Head Island, SC	Hingham, MA	Hudson, OH	Huntersville, NC
Huntington Town, NY	Huntsville, AL	Indianapolis, IN	Iowa City, IA	Irving, TX
Jupiter, FL	Kenilworth, IL	Kings Point Village, NY	Lake Bluff, IL	Lake Forest, IL
Lake Oswego, OR	Lake Success Village, NY	Larchmont Village, NY	Leawood, KS	Lenexa, KS
Lexington, MA	Lincoln, NE	Lower Gwynedd Township, PA	Lower Merion Township, PA	Madison Town, CT
Madison, WI	Mahwah Township, NJ	Manhattan Beach, CA	Maple Grove, MN	Marco Island, FL
Mason, OH	Mendham Township, NJ	Menlo Park, CA	Minnetonka, MN	Mission Hills, KS
Montgomery, OH	Morris Township, NJ	Mountain Brook, AL	Naperville, IL	New Berlin, WI
New Canaan Town, CT	New Castle Town, NY	Newport Beach, CA	Newton, MA	Northbrook, IL
Norwalk City, CT	Oklahoma City, OK	Orono, MN	Overland Park, KS	Palm Beach Gardens, FL
Palo Alto, CA	Paradise Valley, AZ	Pepper Pike, OH	Pittsford Town, NY	Plano, TX
Plymouth, MN	Portland, OR	Prairie Village, KS	Princeton Township, NJ	Raleigh, NC
Richardson, TX	Ridgefield Town, CT	Rochester, MN	Rockville, MD	Roseville, MN
Roswell, GA	Rumson Borough, NJ	Rye City, NY	Salt Lake City, UT	San Antonio, TX
Sands Point Village, NY	Santa Monica, CA	Saratoga, CA	Scarsdale Village, NY	Schaumburg, IL
Scottsdale, AZ	Seattle, WA	Simsbury Town, CT	Skokie, IL	Solon, OH
South Portland, ME	St Louis Park, MN	Strongsville, OH	Summit, NJ	Sunnyvale, CA
Tredyffrin Township, PA	Troy, MI	Upper Arlington, OH	Upper Merion Township, PA	Upper Saddle River Borough, NJ
Vernon Hills, IL	Vienna, VA	Virginia Beach, VA	Wallingford Town, CT	Washington Township, OH
Wauwatosa, WI	Wayland, MA	Wayne Township, NJ	Wellesley, MA	West Chester Township, OH
West Des Moines, IA	West Hartford Town, CT	Westerville, OH	Westlake, OH	Weston Town, CT
Weston, FL	Weston, MA	Westport Town, CT	Wheaton, IL	Whitpain Township, PA
Wilmette, IL	Wilton Town, CT	Winchester, MA	Winnetka, IL	Winston-Salem, NC
Woodbridge Town, CT	Woodbury, MN			

Total 192 Cities
Source: Moody's

PFM surveyed 8 Cities OUTSIDE of TN to begin the peer analysis (noted in red font below):

Acton, MA	Alexandria, VA	Alpharetta, GA	Alpine Borough, NJ	Ames, IA
Anderson Township, OH	Apple Valley, MN	Appleton, WI	Austin, TX	Avon Town, CT
Beachwood, OH	Bedford Town, NH	Bedford Town, NY	Bedminster Township, NJ	Bellevue, WA
Belmont, MA	Bernards Township, NJ	Bernardsville Borough, NJ	Beverly Hills, CA	Birmingham, MI
Bloomfield Township, MI	Bloomington, MN	Boca Raton, FL	Boston, MA	Boulder, CO
Bowie, MD	Brecksville, OH	**Brentwood, TN**	Bronxville Village, NY	Brookfield, WI
Brookline, MA	Buffalo Grove, IL	Burnsville, MN	Cambridge, MA	**Cary, NC**
Cedar Rapids, IA	Champaign, IL	**Chandler, AZ**	Chapel Hill, NC	Charlotte, NC
Charlottesville, VA	Chatham Borough, NJ	Chesterfield, MO	Columbus, OH	Concord, MA
Coppell, TX	Coral Springs, FL	Darien Town, CT	Deerfield, IL	Denver, CO
Dover, MA	Dublin, OH	Durham, NC	Eagan, MN	Easton Town, CT
Eden Prairie, MN	Edina, MN	Fairfax, VA	Fairfield Town, CT	Farmington Town, CT
Florham Park Borough, NJ	Fort Collins, CO	Franklin Lakes Borough, NJ	**Franklin, TN**	Garden City Village, NY
Germantown, TN	Glastonbury Town, CT	Glenview, IL	Golden Valley, MN	Greenburgh Town, NY
Greensboro, NC	Greenwich Town, CT	Harding Township, NJ	Hempstead Town, NY	Herndon, VA
Highland Park, IL	Hilton Head Island, SC	Hingham, MA	Hudson, OH	**Huntersville, NC**
Huntington Town, NY	Huntsville, AL	Indianapolis, IN	Iowa City, IA	Irving, TX
Jupiter, FL	Kenilworth, IL	Kings Point Village, NY	Lake Bluff, IL	Lake Forest, IL
Lake Oswego, OR	Lake Success Village, NY	Larchmont Village, NY	Leawood, KS	Lenexa, KS
Lexington, MA	Lincoln, NE	Lower Gwynedd Township, PA	Lower Merion Township, PA	Madison Town, CT
Madison, WI	Mahwah Township, NJ	Manhattan Beach, CA	**Maple Grove, MN**	Marco Island, FL
Mason, OH	Mendham Township, NJ	Menlo Park, CA	Minnetonka, MN	Mission Hills, KS
Montgomery, OH	Morris Township, NJ	Mountain Brook, AL	Naperville, IL	New Berlin, WI
New Canaan Town, CT	New Castle Town, NY	Newport Beach, CA	Newton, MA	Northbrook, IL
Norwalk City, CT	Oklahoma City, OK	Orono, MN	Overland Park, KS	Palm Beach Gardens, FL
Palo Alto, CA	Paradise Valley, AZ	Pepper Pike, OH	Pittsford Town, NY	Plano, TX
Plymouth, MN	Portland, OR	Prairie Village, KS	Princeton Township, NJ	Raleigh, NC
Richardson, TX	Ridgefield Town, CT	Rochester, MN	**Rockville, MD**	Roseville, MN
Roswell, GA	Rumson Borough, NJ	Rye City, NY	Salt Lake City, UT	San Antonio, TX
Sands Point Village, NY	Santa Monica, CA	Saratoga, CA	Scarsdale Village, NY	Schaumburg, IL
Scottsdale, AZ	Seattle, WA	Simsbury Town, CT	Skokie, IL	Solon, OH
South Portland, ME	St Louis Park, MN	Strongsville, OH	Summit, NJ	Sunnyvale, CA
Tredyffrin Township, PA	Troy, MI	Upper Arlington, OH	Upper Merion Township, PA	Upper Saddle River Borough, NJ
Vernon Hills, IL	Vienna, VA	Virginia Beach, VA	Wallingford Town, CT	Washington Township, OH
Wauwatosa, WI	Wayland, MA	Wayne Township, NJ	Wellesley, MA	West Chester Township, OH
West Des Moines, IA	West Hartford Town, CT	Westerville, OH	Westlake, OH	Weston Town, CT
Weston, FL	Weston, MA	Westport Town, CT	Wheaton, IL	Whitpain Township, PA
Wilmette, IL	Wilton Town, CT	Winchester, MA	Winnetka, IL	Winston-Salem, NC
Woodbridge Town, CT	**Woodbury, MN**			

Source: Moody's

#	City	State	Moody's	Effective Date	S&P	Effective Date2
1	Huntsville	AL	Aaa	Apr-10	AAA	Jan-09
2	Chandler	AZ	Aaa	Apr-10	AAA	May-06
3	Scottsdale	AZ	Aaa	Feb-01	AAA	
4	Beverly Hills	CA	Aaa (ICR)	Jan-07	AAA (ICR)	Dec-06
5	Manhattan Beach	CA	Aaa		AAA	Sep-03
6	Newport Beach	CA	Aaa (ICR)	Oct-10	AAA (ICR)	Oct-10
7	Palo Alto	CA	Aaa	Dec-01	AAA	Jun-02
8	Santa Monica	CA	Aaa		AAA	Aug-02
9	Saratoga	CA	Aaa	Apr-10	AAA	
10	Sunnyvale	CA	Aaa (ICR)	Apr-10	AAA (ICR)	Apr-09
11	Boulder	CO	Aaa	Apr-10	AAA	May-09
12	Denver (City & Co.)	CO	Aaa	Apr-10	AAA	Sep-08
13	Norwalk	CT	Aaa		AAA	
14	Boca Raton	FL	Aaa		AAA	Sep-03
15	Coral Springs	FL	Aaa		AAA	Apr-04
16	Weston	FL	Aaa (ICR)	Dec-05	AAA (ICR)	Jan-06
17	Alpharetta	GA	Aaa	May-06	AAA	May-06
18	Roswell	GA	Aaa		AAA	
19	West Des Moines	IA	Aaa	Apr-10	AAA	Feb-05
20	Naperville (City of)	IL	Aaa	Jan-01	AAA	
21	Indianapolis	IN	Aaa	Apr-10	AAA	
22	Overland Park (City of)	KS	Aaa		AAA	
23	Bowie	MD	Aaa	Apr-10	AAA	Jun-09
24	Rockville	MD	Aaa	Sep-07	AAA	Sep-07
25	Cambridge	MA	Aaa		AAA	
26	Birmingham	MI	Aaa	Apr-10	AAA	Nov-02
27	Troy	MI	Aaa	Apr-10	AAA	Jun-02
28	Bloomington	MN	Aaa	Feb-01	AAA	Oct-00
29	Edina	MN	Aaa		AAA	Aug-02
30	Maple Grove	MN	Aaa	Apr-10	AAA	
31	Minneapolis	MN	Aaa	Apr-10	AAA	Dec-79
32	Plymouth	MN	Aaa		AAA	Jul-10
33	Rochester	MN	Aaa		AAA	
34	St. Louis Park	MN	Aaa	Apr-10	AAA	Nov-08
35	Woodbury	MN	Aaa	Apr-10	AAA	Apr-09
36	Lincoln	NE	Aaa	Jun-03	AAA	Jan-78
37	Summit (City of)	NJ	Aaa		AAA	
38	Charlotte	NC	Aaa		AAA	
39	Durham	NC	Aaa		AAA	
40	Greensboro	NC	Aaa	Jan-06	AAA	
41	Raleigh	NC	Aaa		AAA	
42	Winston-Salem	NC	Aaa		AAA	
43	Columbus	OH	Aaa		AAA	
44	Hudson	OH	Aaa	Apr-10	AAA	Aug-11
45	Solon	OH	Aaa	Apr-10	AAA	Apr-08
46	Upper Arlington	OH	Aaa	Sep-08	AAA	Sep-08
47	Westlake	OH	Aaa	Apr-10	AAA	
48	Westerville	OH	Aaa	Apr-10	AAA	Nov-09
49	Oklahoma City	OK	Aaa	Apr-10	AAA	Mar-09
50	Lake Oswego	OR	Aaa		AAA	Sep-06
51	Brentwood	TN	Aaa		AAA	Aug-08
52	Franklin	TN	Aaa		AAA	Dec-09
53	Germantown	TN	Aaa		AAA	

#	City	State	Moody's	Effective Date	S&P	Effective Date2
54	Austin	TX	Aaa	Apr-10	AAA	Jan-08
55	Irving	TX	Aaa		AAA	
56	Plano	TX	Aaa		AAA	
57	Richardson	TX	Aaa	Apr-10	AAA	Apr-08
58	San Antonio	TX	Aaa	Apr-10	AAA	Oct-08
59	Salt Lake City	UT	Aaa		AAA	
60	Alexandria	VA	Aaa		AAA	
61	Charlottesville	VA	Aaa		AAA	
62	Fairfax	VA	Aaa	Apr-10	AAA	Oct-09
63	Virginia Beach	VA	Aaa	Apr-10	AAA	Jun-07
64	Bellevue	WA	Aaa		AAA	Oct-06
65	Seattle	WA	Aaa	Aug-98	AAA	Aug-01

MOODY'S
INVESTORS SERVICE

MEDIAN REPORT

2013 US Local Government Medians Demonstrate Stability of Sector

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The local government sector continues to stabilize as local governments emerge from the severe national recession; a trend we expect to continue. The medians support our stable sector outlook, even as many local governments still face slow recovery in local housing markets and weak employment growth.

» **Full value (FV) has generally increased across local government sub-sectors.** This increase reflects the national recovery in property values as well as an uptick in new construction in some areas. Median FV across cities and school districts is up 12.5% and 5.0%, respectively.

» **Fund balance as a percentage of operating revenues remains stable to slightly declining.** We believe that the lack of growth in this ratio represents generally stable reserves and growing revenue bases. Fund balance medians for cities and school districts are down slightly compared with those in 2012, but still higher than in previous years.

» **Cash balances also show stability across local government sub-sectors**. The median for cities remains unchanged. The medians for school districts and counties declined minimally. These trends indicate that cash balances remain generally healthy and are a source of credit stability for the local government sector.

» **Net direct debt as a percentage of FV increased for the city and county sub-sectors**. Given the growth in FV, this suggests that local governments are beginning to invest in deferred infrastructure needs and are experiencing renewed public support for tax-backed debt.

» **Pension ratios indicate that pensions are not a substantial drag on overall credit quality despite severe pension pressures affecting a limited number of local governments**. School district medians are higher relative to cities and counties. This reflects the poor funded status of many statewide teacher cost-sharing plans, as well as the fact that school district expenditure profiles are more heavily weighted toward personnel costs.

THIS REPORT WAS REPUBLISHED ON 21 AUGUST 2014 WITH (A REFERENCE TO THE 2013 NET DIRECT DEBT / FULL VALUE WAS INSERTED IN THE TABLE UNDER EXHIBT 5 ON PAGE 6.)

Median Data in Detail

This medians report conforms to our updated general obligation rating methodology. (See US Local Government General Obligation Debt). As such, the medians presented here are different than in previous years and include new pension-related metrics and institutional framework score. For these new measures, historical data will be available in future medians reports as we accumulate data as each year passes. The medians as presented in previous years are provided in the appendix.

We used data from a variety of sources to calculate the 2013 medians, many of which have differing reporting schedules. Whenever possible, we calculated these medians using available data for fiscal year 2013, however there are some exceptions. Population data is based on the 2010 Census. Median Family Income is derived from the 2012 American Community Survey. Pension-related medians are based on three-year averages of the fiscal 2010 through 2012 period due to the lagged timing of pension reporting. In total, data were derived from a set of 3,030 cities, 918 counties and 3,455 school districts. We used these data to calculate the medians for all historical years provided in this report. However, not all of these issuers have 2013 data available for all of our metrics. Therefore, the 2013 dataset is smaller across all three sectors for most metrics. As such, the 2013 medians calculated as of the date of this publication may differ somewhat from the 2013 medians we calculate for next year's medians

EXHIBIT 1

2013 Local Government Medians

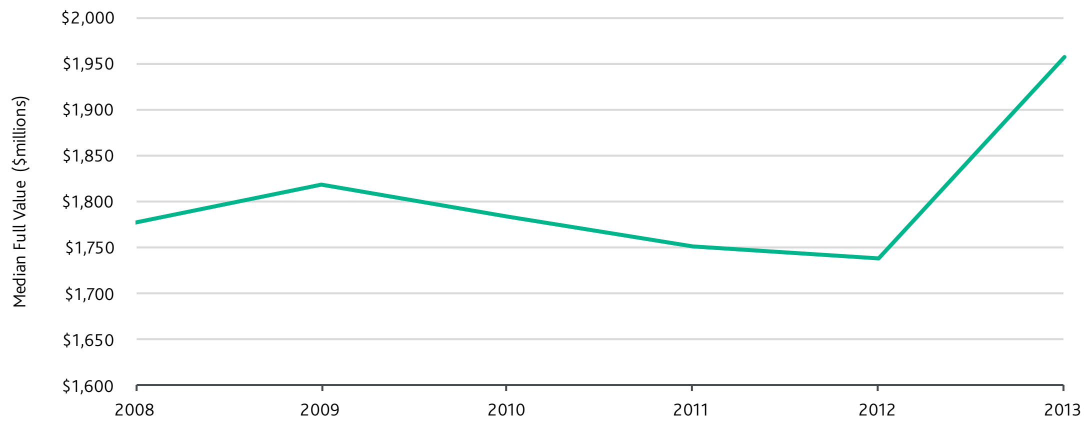
	Cities	Counties	School Districts
2013 Full Value (in $millions)	$ 1,956	$ $7,543	$ 2,005
Percent change in Full Value from 2012 to 2013	12.5%	-2.3%	5.3%
2012 Full Value (in $millions)	$ 1,738	$ $7,721	$ 1,905
2013 Fund Balance as % of Revenues	25.4%	23.9%	14.6%
2012 Fund Balance as % of Revenues	26.2%	25.6%	14.8%
2013 Cash Balance as % of Revenues	27.8%	27.7%	19.3%
2012 Cash Balance as % of Revenues	27.8%	28.7%	17.7%
2013 Net Direct Debt / Full Value (%)	1.26%	0.63%	1.46%
2012 Net Direct Debt / Full Value (%)	1.06%	0.52%	1.48%
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.34%	0.85%	2.49%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.16	1.05	1.20

Source: Moody's Investors Service

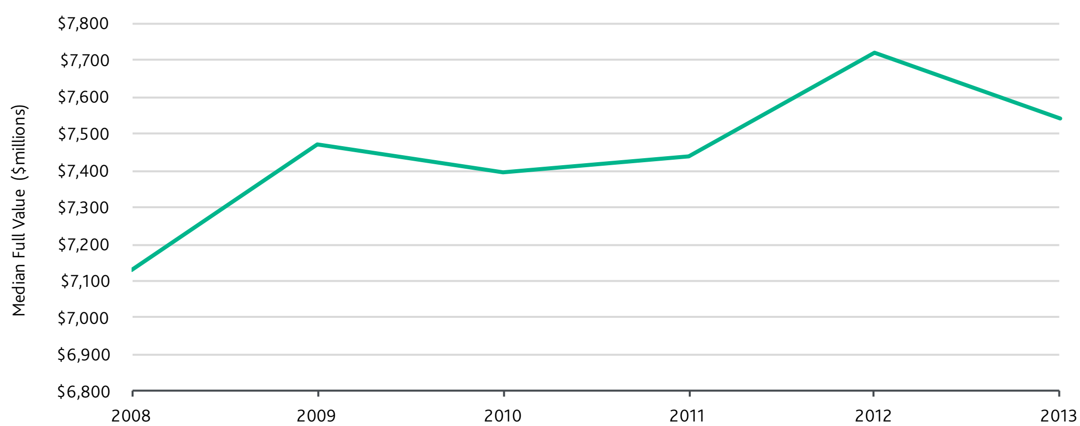
EXHIBIT 2

Full Value Is Trending Upwards Across Most Major Local Government Sub-Sectors

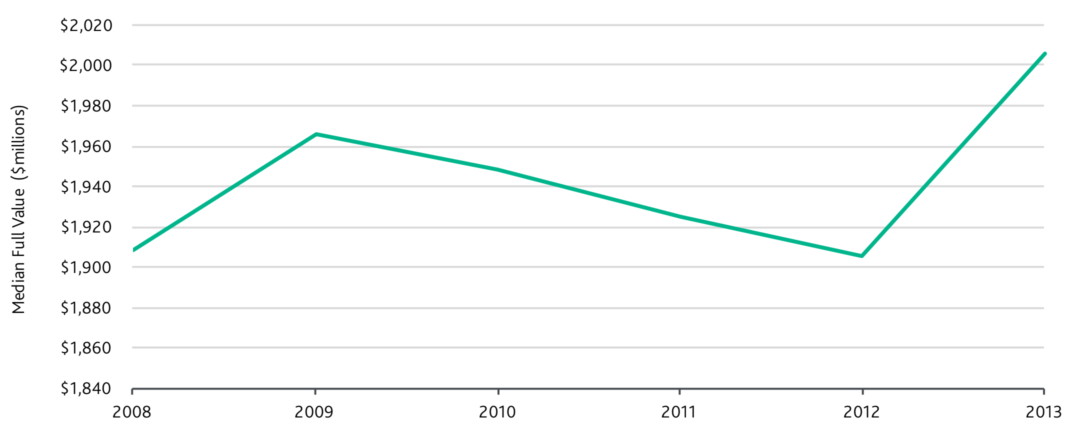
Cities – Median Full Value



Counties – Median Full Value



School Districts – Median Full Value



Source: Moody's Investors Service

	Cities	Counties	School Districts
2013 Full Value (in $millions)	$ 1,956	$ $7,543	$ 2,005
Percent change in Full Value from 2012 to 2013	12.5%	-2.3%	5.3%
2012 Full Value (in $millions)	$ 1,738	$ $7,721	$ 1,905

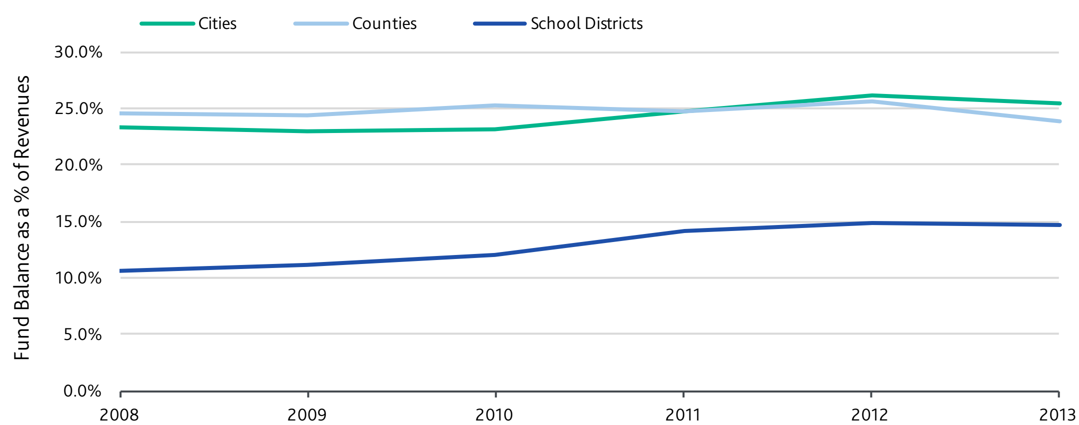
Source: Moody's Investors Service

Median full value showed improvement across the majority of local governments in 2013. Cities saw the largest increase with the median value of the sub-sector increasing by 12.5%. School districts also saw an increase in this metric, with the median growing by 5.3% compared with 2012. Given that cities and school districts comprise the majority of our rated local governments, the improvements in full value across these two large sub-sectors indicate broad growth in the metric.

The general strength in median full value is a result of property value recoveries across much of the nation. Additionally, while growth in full value related to new construction has not regained its pre-recession peak, some areas of the country have begun to see renewed residential and commercial development. While the median for counties is lower in 2013 than in 2012, the decline was minimal at just 2.3%. This divergence from the other two primary local government sub-sectors toward stability rather than growth may reflect that counties often encompass large swaths of rural or unincorporated land that does not always follow the same market patterns.

EXHIBIT 3

Fund Balances Remain Healthy Across All Local Government Sub-Sectors



Source: Moody's Investors Service

	Cities	Counties	School Districts
2013 Fund Balance as % of Revenues	25.4%	23.9%	14.6%
2012 Fund Balance as % of Revenues	26.2%	25.6%	14.8%

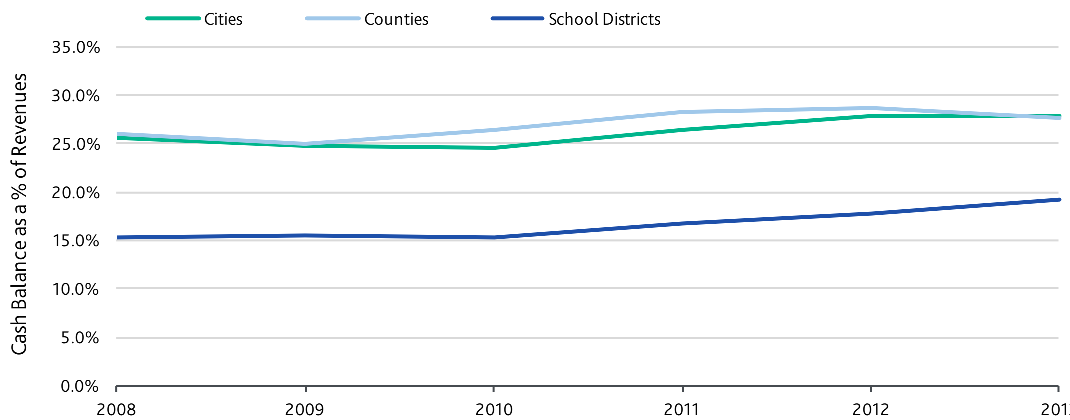
Source: Moody's Investors Service

Median fund balances as a percentage of revenues were generally stable from 2012 to 2013. While the medians of this metric across all three sub-sectors declined slightly, fund balances remain generally healthy. Additionally, local governments have experienced increases in overall revenues. So although median fund balances declined slightly as a percentage of operating revenues, this is partially attributable to generally stable fund balances compared with generally growing operating revenues.

Property taxes provided a strong anchor during the recession and have begun to improve slowly. Sales, income and other taxes have also begun to increase, and at a much faster rate. Combined with local governments' ability to control costs through staffing and salary adjustments, the overall financial position of these entities has remained largely unchanged year over year. While the median for school districts is notably lower than that of cities and counties, this is consistent with our observation that school districts need less fund balance to operate consistently given generally more predictable revenues and expenditures.

EXHIBIT 4

Cash Balances are Stable and Healthy Across All Local Government Sub-Sectors



Source: Moody's Investors Service

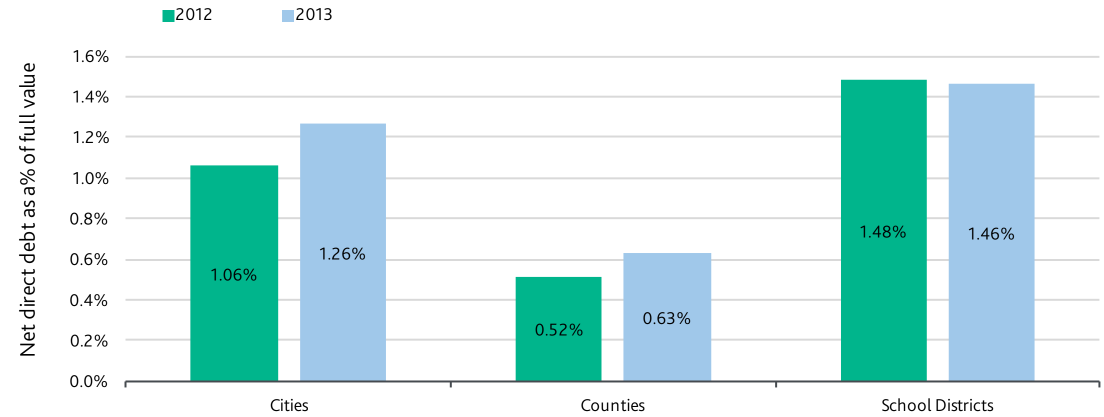
	Cities	Counties	School Districts
2013 Cash Balance as % of Revenues	27.8%	27.7%	19.3%
2012 Cash Balance as % of Revenues	27.8%	28.7%	17.7%

Source: Moody's Investors Service

Like fund balances, median cash balances as a percentage of revenues were also generally stable from 2012 to 2013. Similar to median fund balances, cash balances are healthy and reflect increases in revenues. As with fund balance, school districts maintain lower cash balances due to their generally more predictable cash inflows and outflows. However, the median for school districts has increased for the past three years, providing another indicator of generally improving health and stability in the sub-sector.

EXHIBIT 5

Growth in Net Direct Debt, Especially for Cities, Due to Meeting Deferred Infrastructure Needs



Source: Moody's Investors Service

	Cities	Counties	School Districts
2013 Net Direct Debt / Full Value (%)	1.26%	0.63%	1.46%
2012 Net Direct Debt / Full Value (%)	1.06%	0.52%	1.48%

Source: Moody's Investors Service

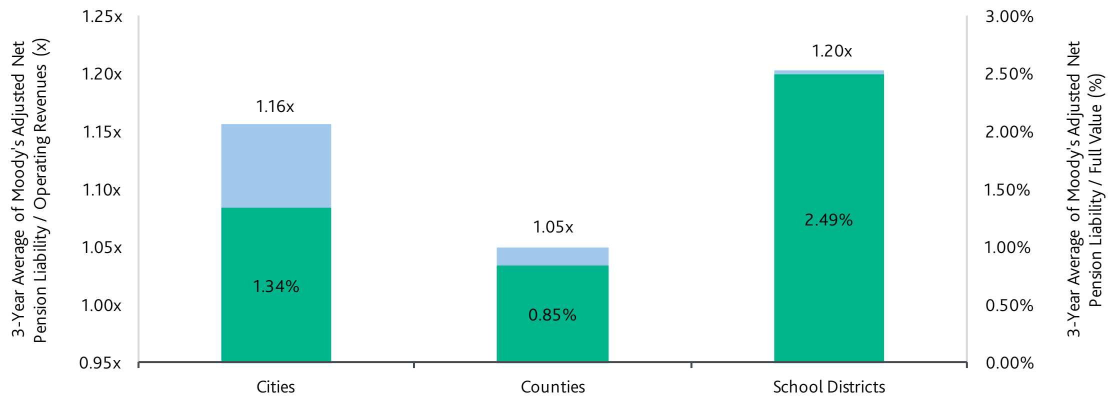
The median net direct debt as a percentage of full value for both cities and counties is higher in 2013 compared to 2012. As local governments have emerged from the recession, many have begun to invest in infrastructure needs that were deferred in recent years. For school districts, the slightly lower median debt level represents stability in this metric. Part of the increase in this metric for counties is also a result of the moderate decline in total full value. For cities, the median reflects an increase in the issuance of new debt at a rate that has outpaced the increase in full value.

New Pension Metrics

Our updated general obligation methodology includes two explicit sub-factors related to pensions that incorporate a series of adjustments we make to data reported by local governments. These adjustments include the re-calculation of accrued liabilities using a market-based, high-grade corporate bond index as a discount rate, rather than the investment return-based discount rate used by most public pension plans. We also allocate shares of multi-employer cost-sharing plans to participating local governments based on pro-rata contributions. Unlike our pension adjustments for states, we currently rely on reported actuarial values of assets for local governments due to data availability limitations. We expect to rely on market values of assets when the data becomes more widely reported under new Governmental Accounting Standards Board 68 accounting standards.

EXHIBIT 6

Pensions Not Substantial Negative Credit Factor for Most Local Governments



Source: Moody's Investors Service

	Cities	Counties	School Districts
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.34%	0.85%	2.49%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.16	1.05	1.20

Source: Moody's Investors Service

The medians of key ratios reflecting Moody's Adjusted Net Pension Liabilities (ANPLs) indicate that despite severe pension pressure for some local governments, pensions are not currently a substantial drag on credit quality in general. Heightened school district pension medians relative to those of cities and counties reflect the poor funded status of many statewide teacher cost-sharing plans, as well as the larger proportion of school district operations dedicated to personnel costs. Notably, school district pension medians are positively impacted by the prevalence of state "on-behalf" payments, where the state pays all or a portion of local school district pension costs (e.g. Illinois and Kansas). Our approach to incorporating these state payments into our key pension metrics is economic: we allocate ANPLs between local districts and the state in proportion to the source of employer contributions.

Institutional Framework

This metric measures local governments' legal ability to match revenues with expenditures. Institutional framework scores are meant to indicate a variety of factors such as: tax caps, influence of organized labor, revenue raising ability, predictability of revenues and expenditures, etc. For the majority of municipalities, we determine the score annually on a sector-wide basis for each state (click here for scores by state and sector). For example, in most cases, cities in Arizona will have the same institutional framework score. Possible scores range from Aaa to B and below.

The median score for both cities and counties across all states is Aa. For school districts, the median score is one notch lower at A. The lower median score for school districts is indicative of several factors, including limitations on laying off teaching staff, influence of organized labor, reliance on state funding, and generally fewer options for raising additional revenue. Despite these factors, all three sectors exhibit moderate to strong legal ability to maintain balanced operations.

EXHIBIT 7
Six-year history of select medians

Cities	2008	2009	2010	2011	2012	2013
Full Value (in $000s)	$1,776,454	$1,818,853	$1,784,100	$1,752,014	$1,738,500	$1,956,121
Full Value Per Capita ($)	$95,578	$97,740	$94,480	$91,870	$89,159	$87,456
MFI (as % of US median)	114.3%	114.3%	114.3%	114.3%	115.2%	115.2%
Fund Balance as % of Revenues	23.4%	23.0%	23.1%	24.8%	26.2%	25.4%
5-Year Dollar Change in Fund Balance as % of Revenues	--	--	--	1.9%	2.5%	6.8%
Cash Balance as % of Revenues	25.7%	24.8%	24.5%	26.5%	27.8%	27.8%
5-Year Dollar Change in Cash Balance as % of Revenues	--	--	--	2.7%	2.7%	7.0%
Institutional Framework	--	--	--	--	--	Aa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	--	--	1.00	1.00	1.00	1.00
Net Direct Debt / Full Value (%)	0.99%	1.01%	1.03%	1.04%	1.06%	1.26%
Net Direct Debt / Operating Revenues (x)	0.97	1.00	1.01	0.94	0.93	0.87
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	--	--	--	--	--	1.34%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	--	--	--	--	--	1.16

Counties	2008	2009	2010	2011	2012	2013
Full Value (in $000s)	$7,130,825	$7,473,673	$7,394,736	$7,438,795	$7,720,904	$7,543,244
Full Value Per Capita ($)	$75,787	$79,637	$80,022	$79,103	$77,087	$77,228
MFI (as % of US median)	93.7%	93.7%	93.7%	93.7%	94.2%	94.2%
Fund Balance as % of Revenues	24.5%	24.4%	25.3%	24.7%	25.6%	23.9%
5-Year Dollar Change in Fund Balance as % of Revenues	--	--	--	0.8%	0.7%	5.4%
Cash Balance as % of Revenues	26.0%	25.1%	26.3%	28.3%	28.7%	27.7%
5-Year Dollar Change in Cash Balance as % of Revenues	--	--	--	1.5%	1.3%	10.1%
Institutional Framework	--	--	--	--	--	Aa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	--	--	1.01	1.01	1.00	1.00
Net Direct Debt / Full Value (%)	0.49%	0.49%	0.50%	0.49%	0.52%	0.63%
Net Direct Debt / Operating Revenues (x)	0.64	0.65	0.70	0.65	0.65	0.71
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	--	--	--	--	--	0.85%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	--	--	--	--	--	1.05

School Districts	2008	2009	2010	2011	2012	2013
Full Value (in $000s)	$1,908,824	$1,966,085	$1,948,822	$1,925,039	$1,905,015	$2,005,474
Full Value Per Capita ($)	$82,328	$84,365	$83,116	$80,776	$78,745	$79,083
MFI (as % of US median)	104.6%	104.6%	104.6%	104.6%	103.1%	103.1%
Fund Balance as % of Revenues	10.6%	11.1%	12.1%	14.1%	14.8%	14.6%
5-Year Dollar Change in Fund Balance as % of Revenues	--	--	--	5.0%	3.8%	3.5%
Cash Balance as % of Revenues	15.4%	15.5%	15.3%	16.7%	17.7%	19.3%
5-Year Dollar Change in Cash Balance as % of Revenues	--	--	--	3.3%	1.4%	2.4%
Institutional Framework	--	--	--	--	--	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	--	--	1.01	1.01	1.01	1.00
Net Direct Debt / Full Value (%)	1.32%	1.32%	1.35%	1.41%	1.48%	1.46%
Net Direct Debt / Operating Revenues (x)	0.74	0.72	0.74	0.75	0.75	0.74
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	--	--	--	--	--	2.5%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	--	--	--	--	--	1.20

Source: Moody's Investors Service

Appendix

The following are medians of key metrics as we have presented them in past years' reports.

2013 Publicly Rated US Local Government Medians – Cities

EXHIBIT 8

US Local Government Medians - US Cities (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$22,054
General Fund Balance as % of Revenues	29.89%
Available General Fund Balance as % of Revenues	27.01%
Direct Net Debt as % of Full Value	1.26%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.78%
Total Full Value (000)	$1,957,842
Population 2010 Census	16,918
Full Value Per Capita	$85,626
Ten Largest Taxpayers as % of AV	8.56%
MFI as a % of US (2012 ACS)	115.16%

EXHIBIT 9

Medians by Rating - US Cities (All)

	US Local Government Medians					
Selected Indicators	Aaa	Aa	A	Baa	Ba	B
Total General Fund Revenues (000)	$59,130	$27,048	$8,416	$15,614	$118,889	$20,635
General Fund Balance as % of Revenues	32.05%	30.42%	29.99%	10.28%	2.59%	3.52%
Available General Fund Balance as % of Revenues	29.97%	27.70%	26.27%	8.24%	-2.43%	3.35%
Direct Net Debt as % of Full Value	0.81%	1.17%	1.66%	2.75%	1.48%	7.88%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.16%	2.74%	3.25%	4.42%	3.75%	9.11%
Total Full Value (000)	$6,972,374	$2,379,844	$707,516	$793,995	$2,048,785	$1,423,516
Population 2010 Census	37,080	21,253	8,545	11,600	17,353	31,925
Full Value Per Capita	$170,754	$97,140	$63,447	$55,143	$50,652	$42,799
Ten Largest Taxpayers as % of AV	7.30%	8.05%	11.19%	10.33%	16.14%	N/A
MFI as a % of US (2012 ACS)	181.67%	126.99%	94.64%	79.84%	80.12%	80.10%

EXHIBIT 9

Medians by Rating - US Cities (Population > 500,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$776,660	$875,779	N/A	N/A	N/A
General Fund Balance as % of Revenues	23.83%	14.97%	N/A	N/A	N/A
Available General Fund Balance as % of Revenues	18.90%	13.37%	N/A	N/A	N/A
Direct Net Debt as % of Full Value	1.52%	2.16%	N/A	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.64%	4.14%	N/A	N/A	N/A
Total Full Value (000)	$78,296,618	$79,159,316	N/A	N/A	N/A
Population 2010 Census	731,424	741,206	N/A	N/A	N/A
Full Value Per Capita	$106,436	$78,272	N/A	N/A	N/A
Ten Largest Taxpayers as % of AV	6.96%	5.13%	N/A	N/A	N/A
MFI as a % of US (2012 ACS)	97.32%	88.43%	N/A	N/A	N/A

EXHIBIT 10

Medians by Rating - US Cities (100,000 < Population < 500,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$192,976	$136,780	$248,744	$456,184	N/A
General Fund Balance as % of Revenues	28.92%	26.76%	14.00%	0.32%	N/A
Available General Fund Balance as % of Revenues	31.46%	24.47%	7.70%	0.32%	N/A
Direct Net Debt as % of Full Value	1.28%	1.36%	3.17%	3.76%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.58%	3.50%	4.71%	4.42%	N/A
Total Full Value (000)	$23,537,362	$12,656,574	$11,436,290	$8,944,754	N/A
Population 2010 Census	203,264	156,185	167,086	162,121	N/A
Full Value Per Capita	$108,898	$73,920	$56,881	$61,281	N/A
Ten Largest Taxpayers as % of AV	8.74%	6.33%	9.64%	N/A	N/A
MFI as a % of US (2012 ACS)	121.25%	92.06%	76.11%	71.83%	N/A

EXHIBIT 11

Medians by Rating - US Cities (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$60,147	$59,379	$79,988	$94,673	N/A
General Fund Balance as % of Revenues	43.80%	31.87%	11.63%	8.92%	N/A
Available General Fund Balance as % of Revenues	39.05%	29.06%	10.64%	7.77%	N/A
Direct Net Debt as % of Full Value	0.57%	1.22%	1.26%	2.45%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.14%	3.22%	3.02%	2.98%	N/A
Total Full Value (000)	$10,200,608	$5,844,619	$3,993,416	$4,191,648	N/A
Population 2010 Census	63,737	67,249	64,184	65,003	N/A
Full Value Per Capita	$149,789	$78,533	$61,295	$63,146	N/A
Ten Largest Taxpayers as % of AV	7.30%	7.76%	6.78%	9.99%	N/A
MFI as a % of US (2012 ACS)	166.10%	107.85%	81.77%	77.51%	N/A

EXHIBIT 12

Medians by Rating - US Cities (Population < 50,000)

	US Local Government Medians					
Selected Indicators	Aaa	Aa	A	Baa	Ba	B
Total General Fund Revenues (000)	$34,001	$20,299	$7,347	$6,650	N/A	$20,635
General Fund Balance as % of Revenues	33.36%	32.04%	32.08%	14.32%	N/A	3.52%
Available General Fund Balance as % of Revenues	27.78%	28.59%	28.10%	11.51%	N/A	3.35%
Direct Net Debt as % of Full Value	0.75%	1.07%	1.63%	2.45%	N/A	5.87%
Overall Debt Burden (Overall Net Debt as % Full Value)	1.89%	2.37%	3.11%	4.67%	N/A	9.08%
Total Full Value (000)	$5,339,263	$1,848,747	$639,279	$461,306	$795,297	$1,306,546
Population 2010 Census	22,284	16,780	8,070	9,464	3,620	19,376
Full Value Per Capita	$219,670	$105,302	$63,952	$52,616	$49,714	$48,055
Ten Largest Taxpayers as % of AV	7.24%	8.96%	12.25%	14.72%	N/A	N/A
MFI as a % of US (2012 ACS)	214.75%	134.78%	96.40%	79.91%	84.96%	86.95%

2013 Publicly Rated US Local Government Medians – Counties

EXHIBIT 13
US Local Government Medians - US Counties (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa2
Total General Fund Revenues (000)	$34,099
General Fund Balance as % of Revenues	19.79%
Available General Fund Balance as % of Revenues	15.82%
Direct Net Debt as % of Full Value	0.63%
Overall Debt Burden (Overall Net Debt as % Full Value)	1.76%
Total Full Value (000)	$7,543,244
Population 2010 Census	83,029
Full Value Per Capita	$77,228
Ten Largest Taxpayers as % of AV	6.45%
MFI as a % of US (2012 ACS)	94.20%

EXHIBIT 14
Medians by Rating - US Counties (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$379,912	$60,630	$12,024	$7,691	N/A
General Fund Balance as % of Revenues	31.00%	34.33%	34.87%	0.68%	N/A
Available General Fund Balance as % of Revenues	27.94%	32.67%	38.90%	0.48%	N/A
Direct Net Debt as % of Full Value	0.66%	0.66%	0.85%	0.78%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.15%	2.05%	1.70%	3.46%	N/A
Total Full Value (000)	$61,583,694	$9,186,007	$2,157,177	$2,556,943	N/A
Population 2010 Census	508,640	106,567	34,827	49,542	N/A
Full Value Per Capita	$107,185	$79,159	$60,864	$58,920	N/A
Ten Largest Taxpayers as % of AV	4.07%	6.60%	9.79%	10.05%	N/A
MFI as a % of US (2012 ACS)	125.93%	96.28%	80.08%	81.57%	N/A

EXHIBIT 15

Medians by Rating - US Counties (Population > 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$791,879	$2,233,966	$1,817,189	N/A	N/A
General Fund Balance as % of Revenues	27.96%	19.05%	14.99%	N/A	N/A
Available General Fund Balance as % of Revenues	24.78%	16.98%	11.75%	N/A	N/A
Direct Net Debt as % of Full Value	0.46%	0.38%	0.52%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.27%	2.89%	2.71%	N/A	N/A
Total Full Value (000)	$141,687,866	$286,823,287	$185,763,666	N/A	N/A
Population 2010 Census	1,320,134	2,223,852	1,416,441	N/A	N/A
Full Value Per Capita	$75,405	$117,260	$115,74	N/A	N/A
Ten Largest Taxpayers as % of AV	3.90%	3.18%	4.77%	N/A	N/A
MFI as a % of US (2012 ACS)	100.40%	105.75%	106.79%	N/A	N/A

EXHIBIT 16

Medians by Rating - US Counties (250,000 < Population < 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$257,990	$172,845	$191,241	N/A	N/A
General Fund Balance as % of Revenues	52.03%	26.98%	29.46%	N/A	N/A
Available General Fund Balance as % of Revenues	42.52%	30.35%	27.95%	N/A	N/A
Direct Net Debt as % of Full Value	0.70%	0.40%	1.29%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.21%	2.81%	3.96%	N/A	N/A
Total Full Value (000)	$56,230,645	$34,992,169	$22,654,713	N/A	N/A
Population 2010 Census	534,543	375,992	413,344	N/A	N/A
Full Value Per Capita	$109,283	$78,255	$72,998	N/A	N/A
Ten Largest Taxpayers as % of AV	4.05%	5.22%	6.01%	N/A	N/A
MFI as a % of US (2012 ACS)	125.93%	104.06%	94.19%	N/A	N/A

EXHIBIT 17

Medians by Rating - US Counties (100,000 < Population < 250,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$176,810	$66,922	$160,600	N/A	N/A
General Fund Balance as % of Revenues	44.89%	40.16%	20.48%	N/A	N/A
Available General Fund Balance as % of Revenues	37.21%	38.18%	11.80%	N/A	N/A
Direct Net Debt as % of Full Value	1.58%	0.61%	0.82%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.82%	1.81%	2.85%	N/A	N/A
Total Full Value (000)	$25,920,680	$11,671,681	$8,019,151	N/A	N/A
Population 2010 Census	189,134	154,543	134,168	N/A	N/A
Full Value Per Capita	$142,773	$72,838	$47,286	N/A	N/A
Ten Largest Taxpayers as % of AV	3.73%	6.94%	9.46%	N/A	N/A
MFI as a % of US (2012 ACS)	128.88%	99.65%	84.03%	N/A	N/A

EXHIBIT 18

Medians by Rating - US Counties (Population < 100,000)

	US Local Government Median				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	N/A	$31,912	$11,032	$4,785	N/A
General Fund Balance as % of Revenues	N/A	35.88%	34.12%	1.09%	N/A
Available General Fund Balance as % of Revenues	N/A	36.23%	37.61%	0.76%	N/A
Direct Net Debt as % of Full Value	N/A	0.71%	0.74%	0.81%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	N/A	1.61%	2.00%	N/A	N/A
Total Full Value (000)	N/A	$4,288,571	$1,938,328	$1,121,898	N/A
Population 2010 Census	98,970	52,610	29,598	19,286	N/A
Full Value Per Capita	N/A	$82,347	$60,028	$58,920	N/A
Ten Largest Taxpayers as % of AV	N/A	8.05%	11.26%	N/A	N/A
MFI as a % of US (2012 ACS)	140.51%	92.96%	77.69%	65.72%	N/A

2013 Publicly Rated US Local Government Medians –School Districts

EXHIBIT 19

US Local Government Medians - School Districts (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$34,099
General Fund Balance as % of Revenues	19.79%
Available General Fund Balance as % of Revenues	15.82%
Direct Net Debt as % of Full Value	1.46%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.18%
Total Full Value (000)	$2,005,474
Population 2010 Census	20,870
Full Value Per Capita	$79,083
Ten Largest Taxpayers as % of AV	8.72%
MFI as a % of US (2012 ACS)	103.07%

EXHIBIT 20

Medians by Rating - US School Districts (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$89,042	$54,156	$19,266	$17,200	$28,570
General Fund Balance as % of Revenues	27.21%	20.70%	18.93%	6.67%	-6.33%
Available General Fund Balance as % of Revenues	25.69%	16.80%	15.22%	5.40%	-6.46%
Direct Net Debt as % of Full Value	0.71%	1.28%	1.75%	3.20%	2.94%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.47%	2.94%	3.41%	4.60%	7.13%
Total Full Value (000)	$8,456,024	$3,771,212	$873,224	$516,564	$364,893
Population 2010 Census	40,086	32,804	11,985	10,291	18,490
Full Value Per Capita	$160,036	$90,475	$64,603	$62,550	$48,753
Ten Largest Taxpayers as % of AV	5.57%	7.41%	11.46%	14.31%	20.20%
MFI as a % of US (2012 ACS)	182.48%	119.93%	90.67%	83.15%	76.30%

EXHIBIT 21

Medians by Rating - US School Districts (Population > 200,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$353,118	$326,000	$426,985	N/A	N/A
General Fund Balance as % of Revenues	34.38%	16.92%	5.83%	N/A	N/A
Available General Fund Balance as % of Revenues	32.70%	15.95%	5.59%	N/A	N/A
Direct Net Debt as % of Full Value	1.83%	1.24%	1.56%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	4.04%	3.24%	3.48%	N/A	N/A
Total Full Value (000)	$22,086,941	$26,286,351	$25,401,244	N/A	N/A
Population 2010 Census	276,437	284,811	399,046	N/A	N/A
Full Value Per Capita	$84,390	$78,042	$73,121	N/A	N/A
Ten Largest Taxpayers as % of AV	4.80%	5.57%	8.19%	N/A	N/A
MFI as a % of US (2012 ACS)	111.43%	99.07%	81.34%	N/A	N/A

EXHIBIT 21

Medians by Rating - US School Districts (100,000 < Population < 200,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$193,602	$171,689	$151,298	$161,655	N/A
General Fund Balance as % of Revenues	14.38%	18.87%	12.85%	3.77%	N/A
Available General Fund Balance as % of Revenues	11.38%	17.11%	9.50%	3.37%	N/A
Direct Net Debt as % of Full Value	1.21%	1.26%	1.36%	2.96%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.43%	3.16%	4.53%	5.64%	N/A
Total Full Value (000)	$20,647,520	$11,181,100	$9,606,252	$8,918,257	N/A
Population 2010 Census	124,003	130,938	127,931	113,031	N/A
Full Value Per Capita	$128,704	$80,117	$65,153	$77,316	N/A
Ten Largest Taxpayers as % of AV	9.35%	6.74%	8.37%	21.36%	N/A
MFI as a % of US (2012 ACS)	166.92%	107.57%	87.95%	79.93%	N/A

EXHIBIT 22

Medians by Rating - US School Districts (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$111,657	$94,019	$85,936	$133,960	N/A
General Fund Balance as % of Revenues	39.18%	19.34%	12.39%	2.36%	N/A
Available General Fund Balance as % of Revenues	34.08%	16.40%	10.16%	1.37%	N/A
Direct Net Debt as % of Full Value	0.29%	1.45%	1.66%	4.02%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.39%	3.19%	4.38%	5.36%	N/A
Total Full Value (000)	$9,834,701	$5,743,704	$3,630,547	$4,089,633	N/A
Population 2010 Census	63,753	68,799	65,337	64,586	N/A
Full Value Per Capita	$166,784	$82,159	$57,486	$57,118	N/A
Ten Largest Taxpayers as % of AV	5.65%	8.45%	9.34%	7.31%	N/A
MFI as a % of US (2012 ACS)	190.97%	115.13%	80.62%	93.26%	N/A

EXHIBIT 23

Medians by Rating - US School Districts (10,000 < Population < 50,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$75,377	$41,247	$27,101	$31,088	$31,526
General Fund Balance as % of Revenues	25.69%	21.10%	16.81%	2.29%	-11.22%
Available General Fund Balance as % of Revenues	25.10%	16.78%	13.72%	0.92%	-12.10%
Direct Net Debt as % of Full Value	0.62%	1.38%	2.08%	3.11%	7.89%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.02%	2.96%	3.64%	4.63%	10.00%
Total Full Value (000)	$5,737,416	$2,358,692	$1,204,999	$915,374	$1,128,680
Population 2010 Census	25,470	24,109	18,312	17,888	21,347
Full Value Per Capita	$187,587	$94,517	$59,255	$56,067	$39,728
Ten Largest Taxpayers as % of AV	5.74%	8.22%	11.18%	9.83%	10.58%
MFI as a % of US (2012 ACS)	213.05%	125.05%	90.34%	97.40%	74.96%

EXHIBIT 24

Medians by Rating - US School Districts (Population < 10,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$34,457	$19,997	$10,334	$6,522	$8,326
General Fund Balance as % of Revenues	70.36%	25.13%	24.67%	13.68%	-6.33%
Available General Fund Balance as % of Revenues	54.13%	19.49%	18.81%	12.02%	-6.46%
Direct Net Debt as % of Full Value	0.44%	0.75%	1.52%	3.06%	1.32%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.37%	2.49%	2.74%	4.36%	3.01%
Total Full Value (000)	$1,961,437	$1,783,691	$456,944	$267,211	$131,014
Population 2010 Census	6,347	7,241	5,988	4,303	5,932
Full Value Per Capita	$306,630	$121,254	$74,781	$62,914	$61,828
Ten Largest Taxpayers as % of AV	N/A	6.52%	14.18%	22.92%	30.56%
MFI as a % of US (2012 ACS)	N/A	136.54%	91.77%	77.03%	80.87%

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MEDIAN REPORT

2012 US Local Government Medians

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Summary

This report presents the medians for general obligation bond ratings and issuer ratings for US local governments based on 2012 financial data. It presents the medians for key financial, debt, economic and tax base statistics related to US cities, counties and school districts. We calculate medians from data collected during our analysis of general obligation tax-backed municipal obligations across the 50 states. The observations reflect ratings for a population of 2,879 cities, 865 counties, and 3,360 school districts. This does not encompass all Moody's-rated entities, but it includes all issuers with current and Generally Accepted Accounting Principles (GAAP)-based information. The data supporting this year's medians are derived from fiscal 2012 financial reports and the most recently available socioeconomic and tax base statistics.

Median values for the key statistics are presented for the entire population of each government type - cities, counties and school districts.[1] Median values are also presented for each government type by rating level, and further presented by rating level and population size. If the key statistic grouping does not include at least three issuers that fall within the data set, the median for that grouping is not reported. The report concludes with selected medians derived from government wide GASB 34 (Governmental Activities) data, both on an aggregate basis for each government type and by rating level. A Glossary of Terms and Ratios is available on page 17 of this report.

Key Medians Facts and Trends

» Consistent with historical patterns, cities and counties exhibit larger tax bases, stronger reserves and lower direct debt levels than similarly-rated school districts.

» The median city is rated Aa3, with a 32.0% General Fund Balance, $1.9 billion Total Full Value, 1.1% Direct Net Debt, and a population of 17,569.

» The median county is rated Aa2, with a 32.6% General Fund Balance, $7.9 billion Total Full Value, 0.5% Direct Net Debt, and a population of 78,265.

» The median school district is rated Aa3 with a 19.5% General Fund Balance, $1.9 billion Total Full Value, 1.6% Direct Net Debt, and population of 21,160.

» Relative to prior years, this report contains median values for a larger number of speculative grade-rated governments. Ongoing fiscal and economic stress has resulted in downgrades across all sectors, notably cites and school districts.

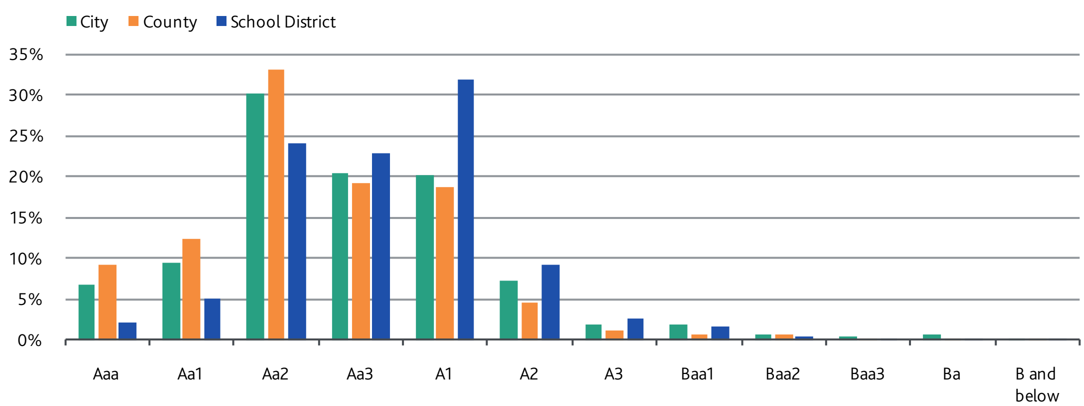
[1] The entirety of the report reflects only local government ratings that have been publicly released.

- » Over half of cities and school districts currently rated speculative grade were rated investment grade in 2011. The counties currently rated speculative grade were also rated below investment grade in 2011.
- » Median values for speculative grade issuers do not follow any discernable patterns relative to their investment grade peers, largely due to small sample size, but also attributable to the outsize economic stress typical of below investment grade issuers. A Ratings History for Cities, Counties, and School Districts Currently Rated Speculative Grade can be found of page 16 of this report.

Reported medians should be considered as general indicators of credit quality. Performance relative to the medians is not an absolute indicator of credit quality, and a bond rating cannot be inferred based on performance relative to a single or even a few specific medians. Additionally, the medians are based on audited financial information and are by definition backward looking. Each municipal credit is unique, and we consider the full range of medians within the context of four weighted rating factors. The factors are broad and are each weighted separately. A robust discussion of our weighted average approach can be found in our rating methodology titled General Obligation Bonds Issued by US Local Governments, published in April 2013. Only after the comprehensive review of the individual credit as outlined by the methodology does Moody's determine a rating.

2012 US Local Government Ratings Distributions by Key Statistics

FIGURE 1
2012 Local Government Ratings - Distribution by Category



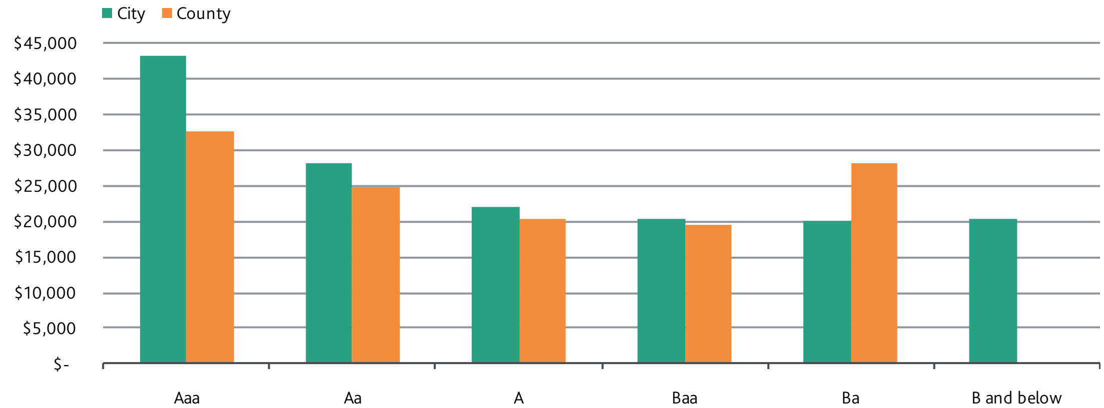
Source: Moody's Investors Service

FIGURE 2
2012 Local Government Ratings - Issuer Count by Category

	Aaa	Aa1	Aa2	Aa3	A1	A2	A3	Baa1	Baa2	Baa3	Ba	B and below
City	170	235	760	514	506	185	50	46	18	8	14	6
County	76	102	275	160	155	38	9	6	5	2	1	1
School District	70	162	786	744	1,041	299	83	51	14	7	10	2

Source: Moody's Investors Service

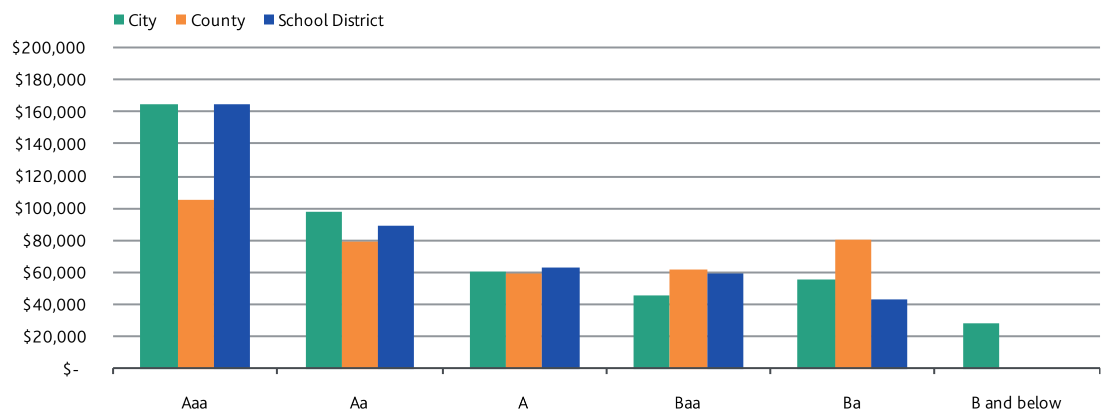
FIGURE 3
Per Capita Income (2010)



Source: US Census American Community Survey

Figure 3 presents the most recent reliable data available for per capita income (PCI) in the US Census' American Community Survey (ACS). A five-year rolling survey, the ACS differs from previously-used decennial census information in that it produces estimates based on sampling and statistical modeling, rather than more robust population-level data. We are not reporting 2010 PCI data for school districts, as the reliability of ACS estimates can vary significantly for these smaller geographic areas.

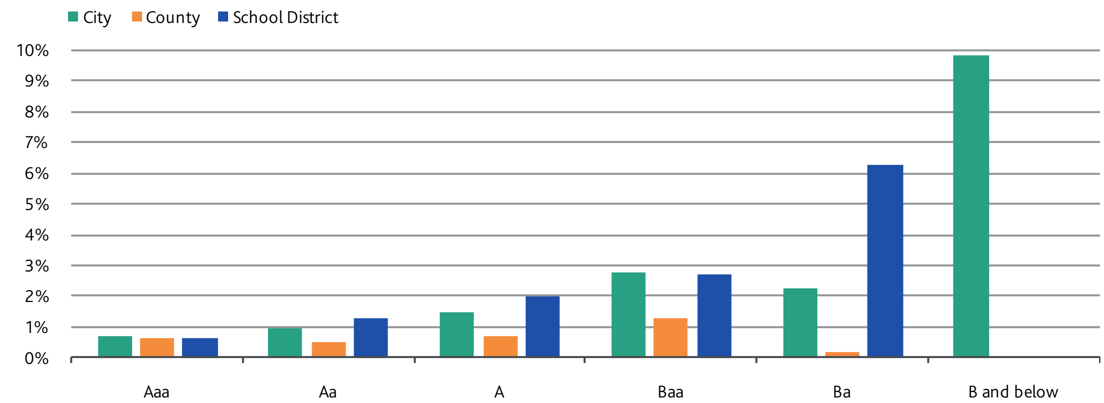
FIGURE 4
2012 Full Value Per Capita



Source: Moody's Investors Service

Figure 4: Full value per capita reflects the assessed full market value of all taxable property within a local government, divided by the most recent population.

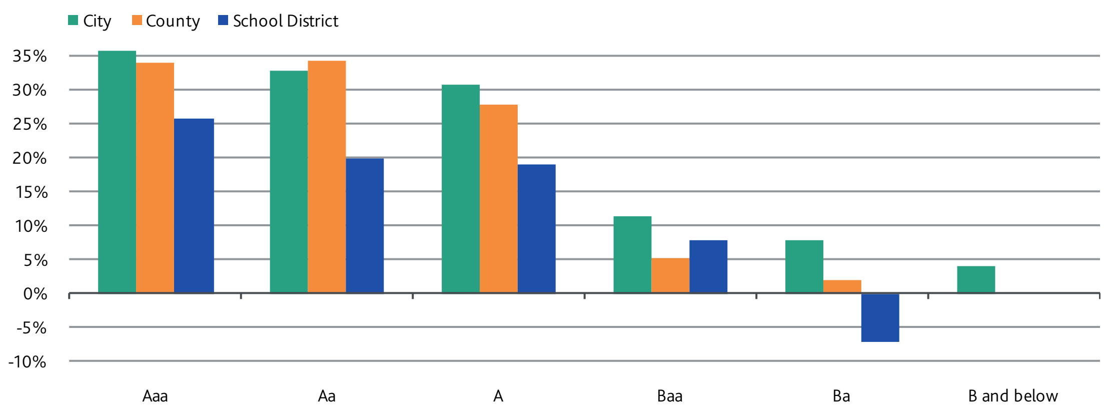
FIGURE 5
2012 Direct Net Debt as % of Full Value



Source: Moody's Investors Service

Figure 5: Direct net debt as a percentage of full value reflects the direct debt of the local government less sinking fund accumulations, short term operating debt, and self-supporting debt of enterprise systems, divided by the estimated full market value of all taxable property within the local government.

FIGURE 6
2012 General Fund Balance as % of Revenues



Source: Moody's Investors Service

Figure 6: Total general fund balance as reported in the local government's financial statements divided by total general fund revenues.

2012 Publicly Rated US Local Government Medians – Cities

FIGURE 7

US Local Government Medians - US Cities (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$18,605
General Fund Balance as % of Revenues	32.02%
Unassigned General Fund Balance as % of Revenues	21.63%
Direct Net Debt as % of Full Value	1.09%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.27%
Total Full Value (000)	$1,914,218
Population 2010 Census	17,569
Full Value Per Capita	$86,433
Ten Largest Taxpayers as % of AV	8.78%
Per Capita Income (2010 ACS)	$25,886

FIGURE 8

Medians by Rating - US Cities (All)

	US Local Government Medians					
Selected Indicators	Aaa	Aa	A	Baa	Ba	B
Total General Fund Revenues (000)	$56,533	$23,803	$6,960	$6,375	$31,620	$18,553
General Fund Balance as % of Revenues	35.79%	32.65%	30.83%	11.37%	7.81%	5.46%
Unassigned General Fund Balance as % of Revenues	21.71%	22.26%	21.30%	5.21%	8.06%	3.66%
Direct Net Debt as % of Full Value	0.72%	0.98%	1.47%	2.74%	2.26%	9.83%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.27%	3.02%	4.43%	5.19%	5.09%	11.02%
Total Full Value (000)	$7,257,544	$2,408,092	$630,625	$451,611	$1,302,198	$477,464
Population 2010 Census	44,692	21,723	8,378	8,216	23,938	19,376
Full Value Per Capita ($)	$164,815	$97,560	$60,619	$45,892	$56,095	$40,893
Ten Largest Taxpayers as % of AV	7.48%	8.18%	11.86%	13.68%	12.68%	17.27%
Per Capita Income (2010 ACS)	$43,303	$28,152	$21,986	$20,228	$20,103	$20,232

FIGURE 9

Medians by Rating - US Cities (Population > 500,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$712,332	$1,010,735	N/A	N/A	N/A
General Fund Balance as % of Revenues	23.61%	14.95%	N/A	N/A	N/A
Unassigned General Fund Balance as % of Revenues	15.87%	7.74%	N/A	N/A	N/A
Direct Net Debt as % of Full Value	1.25%	2.30%	N/A	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.90%	4.34%	N/A	N/A	N/A
Total Full Value (000)	$81,163,435	$82,854,945	N/A	N/A	N/A
Population 2010 Census	731,424	805,235	N/A	N/A	N/A
Full Value Per Capita	$116,970	$67,908	N/A	N/A	N/A
Ten Largest Taxpayers as % of AV	6.61%	5.15%	N/A	N/A	N/A
Per Capita Income (2010 ACS)	$30,042	$25,577	N/A	N/A	N/A

FIGURE 10

Medians by Rating - US Cities (100,000 < Population < 500,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$176,280	$123,055	$231,534	N/A	$174,471
General Fund Balance as % of Revenues	26.11%	26.99%	9.44%	N/A	6.98%
Unassigned General Fund Balance as % of Revenues	17.75%	15.69%	3.07%	N/A	7.01%
Direct Net Debt as % of Full Value	0.99%	1.48%	2.14%	N/A	1.95%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.53%	3.48%	3.58%	N/A	4.76%
Total Full Value (000)	$22,773,269	$13,139,103	$11,075,283	N/A	$16,221,994
Population 2010 Census	186,440	161,719	145,170	N/A	291,707
Full Value Per Capita	$105,290	$74,733	$61,181	N/A	$55,268
Ten Largest Taxpayers as % of AV	8.46%	5.89%	9.30%	N/A	6.21%
Per Capita Income (2010 ACS)	$31,653	$24,695	$19,854	N/A	$20,176

FIGURE 11

Medians by Rating - US Cities (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$57,118	$56,359	$73,435	$84,492	N/A
General Fund Balance as % of Revenues	41.48%	32.00%	12.13%	4.82%	N/A
Unassigned General Fund Balance as % of Revenues	24.58%	21.14%	6.52%	-0.02%	N/A
Direct Net Debt as % of Full Value	0.69%	1.18%	1.60%	3.54%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.20%	3.19%	4.35%	13.34%	N/A
Total Full Value (000)	$9,120,660	$6,012,719	$4,306,208	$2,380,600	N/A
Population 2010 Census	64,305	67,895	60,960	66,982	N/A
Full Value Per Capita	$131,806	$79,219	$62,741	$34,812	N/A
Ten Largest Taxpayers as % of AV	7.77%	7.67%	6.70%	8.68%	N/A
Per Capita Income (2010 ACS)	$40,904	$27,375	$20,987	$18,737	N/A

FIGURE 12

Medians by Rating - US Cities (Population < 50,000)

	US Local Government Medians					
Selected Indicators	Aaa	Aa	A	Baa	Ba	B
Total General Fund Revenues (000)	$34,516	$17,700	$5,755	$4,169	$16,600	$18,553
General Fund Balance as % of Revenues	41.34%	34.60%	33.87%	15.45%	9.21%	5.46%
Unassigned General Fund Balance as % of Revenues	25.96%	24.05%	23.43%	11.39%	8.82%	3.66%
Direct Net Debt as % of Full Value	0.68%	0.90%	1.42%	2.55%	2.26%	9.83%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.16%	2.86%	4.43%	5.04%	5.78%	11.02%
Total Full Value (000)	$5,467,222	$1,810,590	$556,778	$299,719	$1,088,642	$477,464
Population 2010 Census	23,348	17,255	7,839	5,791	17,353	19,376
Full Value Per Capita	$209,307	$106,781	$60,517	$46,510	$56,922	$40,893
Ten Largest Taxpayers as % of AV	7.42%	8.75%	13.14%	14.58%	13.57%	17.27%
Per Capita Income (2010 ACS)	$53,738	$28,926	$22,025	$20,398	$20,030	$20,232

2012 Publicly Rated US Local Government Medians–Counties

FIGURE 13

US Local Government Medians - Counties (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa2
Total General Fund Revenues (000)	$47,421
General Fund Balance as % of Revenues	32.60%
Unassigned General Fund Balance as % of Revenues	21.40%
Direct Net Debt as % of Full Value	0.53%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.39%
Total Full Value (000)	$7,897,162
Population 2010 Census	78,265
Full Value Per Capita	$78,557
Ten Largest Taxpayers as % of AV	6.36%
Per Capita Income (2010 ACS)	$24,154

FIGURE 14

Medians by Rating - US Counties (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$274,929	$51,936	$13,400	$9,286	N/A
General Fund Balance as % of Revenues	33.97%	34.15%	27.65%	5.26%	N/A
Unassigned General Fund Balance as % of Revenues	19.27%	23.34%	18.81%	0.45%	N/A
Direct Net Debt as % of Full Value	0.63%	0.49%	0.70%	1.31%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.53%	2.21%	2.64%	3.16%	N/A
Total Full Value (000)	$59,493,208	$9,200,877	$2,085,728	$918,611	N/A
Population 2010 Census	498,626	94,082	31,808	19,286	N/A
Full Value Per Capita	$105,603	$79,775	$58,955	$61,636	N/A
Ten Largest Taxpayers as % of AV	4.39%	6.25%	11.14%	12.86%	N/A
Per Capita Income (2010 ACS)	$32,538	$24,694	$20,437	$19,403	N/A

FIGURE 15

Medians by Rating - US Counties (Population > 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$651,548	$2,104,197	$1,963,303	N/A	N/A
General Fund Balance as % of Revenues	21.43%	18.91%	3.79%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	15.74%	7.12%	-0.17%	N/A	N/A
Direct Net Debt as % of Full Value	0.63%	0.45%	1.12%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.61%	3.10%	3.64%	N/A	N/A
Total Full Value (000)	$154,332,074	$203,552,732	$171,282,745	N/A	N/A
Population 2010 Census	1,714,773	2,035,210	1,418,788	N/A	N/A
Full Value Per Capita	$92,871	$124,705	$124,193	N/A	N/A
Ten Largest Taxpayers as % of AV	4.01%	3.14%	1.48%	N/A	N/A
Per Capita Income (2010 ACS)	$27,816	$27,422	$29,549	N/A	N/A

FIGURE 16

Medians by Rating - US Counties (250,000 < Population < 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$299,486	$147,086	$141,756	N/A	N/A
General Fund Balance as % of Revenues	36.20%	28.14%	15.24%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	17.28%	17.24%	19.55%	N/A	N/A
Direct Net Debt as % of Full Value	0.58%	0.46%	0.81%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.53%	2.88%	4.36%	N/A	N/A
Total Full Value (000)	$58,596,836	$32,361,445	$29,240,583	N/A	N/A
Population 2010 Census	512,875	375,789	406,220	N/A	N/A
Full Value Per Capita	$108,140	$79,775	$59,171	N/A	N/A
Ten Largest Taxpayers as % of AV	4.66%	5.08%	4.99%	N/A	N/A
Per Capita Income (2010 ACS)	$32,592	$26,715	$23,443	N/A	N/A

FIGURE 17

Medians by Rating - US Counties (100,000 < Population < 250,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$77,004	$59,521	$197,244	N/A	N/A
General Fund Balance as % of Revenues	55.33%	32.58%	14.02%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	34.90%	21.58%	5.73%	N/A	N/A
Direct Net Debt as % of Full Value	0.71%	0.48%	0.61%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.68%	2.01%	4.24%	N/A	N/A
Total Full Value (000)	$20,960,032	$11,477,755	$8,478,460	N/A	N/A
Population 2010 Census	189,134	153,990	135,756	N/A	N/A
Full Value Per Capita	$107,271	$74,872	$54,445	N/A	N/A
Ten Largest Taxpayers as % of AV	4.48%	5.98%	8.86%	N/A	N/A
Per Capita Income (2010 ACS)	$32,446	$25,353	$21,957	N/A	N/A

FIGURE 18

Medians by Rating - US Counties (Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$189,904	$26,655	$11,244	$9,277	N/A
General Fund Balance as % of Revenues	24.03%	38.57%	30.39%	5.72%	N/A
Unassigned General Fund Balance as % of Revenues	17.53%	27.25%	21.66%	0.77%	N/A
Direct Net Debt as % of Full Value	0.82%	0.52%	0.68%	1.40%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	1.51%	1.85%	2.39%	2.49%	N/A
Total Full Value (000)	$14,517,696	$4,484,282	$1,992,096	$706,593	N/A
Population 2010 Census	98,970	51,243	27,819	17,634	N/A
Full Value Per Capita	$142,910	$83,305	$59,339	$61,636	N/A
Ten Largest Taxpayers as % of AV	5.96%	7.74%	11.84%	16.19%	N/A
Per Capita Income (2010 ACS)	$36,685	$23,648	$20,195	$18,721	N/A

2012 Publicly Rated US Local Government Medians – School Districts

FIGURE 19

US Local Government Medians - School Districts (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$33,365
General Fund Balance as % of Revenues	19.53%
Unassigned General Fund Balance as % of Revenues	10.97%
Direct Net Debt as % of Full Value	1.55%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.20%
Total Full Value (000)	$1,920,581
Population 2010 Census	21,160
Full Value Per Capita	$76,069
Ten Largest Taxpayers as % of AV	8.74%

FIGURE 20

Medians by Rating - US School Districts (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$90,090	$54,162	$18,920	$12,422	$28,660
General Fund Balance as % of Revenues	25.60%	19.95%	19.07%	7.95%	-7.04%
Unassigned General Fund Balance as % of Revenues	14.68%	10.75%	11.22%	6.06%	-7.86%
Direct Net Debt as % of Full Value	0.66%	1.32%	1.98%	2.69%	6.28%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.69%	2.98%	3.67%	4.37%	8.63%
Total Full Value (000)	$8,606,284	$3,611,536	$792,848	$368,178	$635,326
Population 2010 Census	44,659	33,183	11,884	7,798	18,490
Full Value Per Capita	$164,339	$88,529	$63,409	$59,565	$43,452
Ten Largest Taxpayers as % of AV	5.34%	7.40%	11.25%	16.41%	11.51%

FIGURE 21

Medians by Rating - US School Districts (Population > 200,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$369,485	$341,517	$411,984	N/A	N/A
General Fund Balance as % of Revenues	31.09%	17.97%	4.69%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	17.78%	9.98%	1.53%	N/A	N/A
Direct Net Debt as % of Full Value	1.87%	1.23%	1.60%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.07%	3.05%	3.74%	N/A	N/A
Total Full Value (000)	$21,881,270	$26,699,099	$16,276,955	N/A	N/A
Population 2010 Census	268,615	284,811	361,200	N/A	N/A
Full Value Per Capita	$84,864	$79,581	$49,058	N/A	N/A
Ten Largest Taxpayers as % of AV	4.54%	5.58%	5.85%	N/A	N/A

FIGURE 22

Medians by Rating - US School Districts (100,000 < Population < 200,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$180,380	$172,996	$153,645	N/A	N/A
General Fund Balance as % of Revenues	12.09%	18.87%	12.51%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	6.17%	11.53%	6.72%	N/A	N/A
Direct Net Debt as % of Full Value	1.37%	1.23%	1.38%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.17%	3.11%	4.29%	N/A	N/A
Total Full Value (000)	$33,678,922	$10,872,682	$9,185,720	N/A	N/A
Population 2010 Census	119,012	131,557	132,050	N/A	N/A
Full Value Per Capita	$187,984	$79,428	$65,772	N/A	N/A
Ten Largest Taxpayers as % of AV	7.99%	6.71%	6.94%	N/A	N/A

FIGURE 23

Medians by Rating - US School Districts (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$108,836	$90,251	$86,819	$126,111	N/A
General Fund Balance as % of Revenues	29.54%	18.88%	16.50%	2.47%	N/A
Unassigned General Fund Balance as % of Revenues	20.07%	11.77%	9.32%	-1.43%	N/A
Direct Net Debt as % of Full Value	0.61%	1.39%	1.48%	4.39%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.04%	3.09%	3.36%	4.57%	N/A
Total Full Value (000)	$9,165,118	$5,762,500	$3,630,926	$4,428,201	N/A
Population 2010 Census	65,398	68,021	65,070	64,586	N/A
Full Value Per Capita	$154,658	$81,684	$56,460	$55,022	N/A
Ten Largest Taxpayers as % of AV	5.34%	7.84%	9.67%	5.81%	N/A

FIGURE 24

Medians by Rating - US School Districts (10,000 < Population < 50,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$69,256	$40,262	$26,486	$34,446	$32,400
General Fund Balance as % of Revenues	24.36%	20.44%	16.90%	4.59%	-15.25%
Unassigned General Fund Balance as % of Revenues	14.10%	10.49%	9.43%	2.63%	-15.77%
Direct Net Debt as % of Full Value	0.60%	1.41%	2.27%	3.10%	7.84%
Overall Debt Burden (Overall Net Debt as % Full Value)	1.95%	2.98%	3.92%	5.17%	8.37%
Total Full Value (000)	$5,817,433	$2,330,328	$1,114,720	$1,059,243	$880,430
Population 2010 Census	25,795	24,109	18,312	19,080	21,347
Full Value Per Capita	$201,976	$91,976	$58,308	$64,722	$41,507
Ten Largest Taxpayers as % of AV	5.67%	8.08%	11.34%	9.50%	11.51%

FIGURE 25

Medians by Rating - US School Districts (Population < 10,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	N/A	$14,724	$10,029	$5,605	N/A
General Fund Balance as % of Revenues	N/A	25.60%	24.58%	20.76%	N/A
Unassigned General Fund Balance as % of Revenues	N/A	10.05%	14.43%	13.76%	N/A
Direct Net Debt as % of Full Value	N/A	0.94%	1.89%	1.80%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	N/A	2.37%	3.30%	3.99%	N/A
Total Full Value (000)	N/A	$1,055,616	$426,220	$180,681	N/A
Population 2010 Census	N/A	7,418	6,179	3,663	N/A
Full Value Per Capita	N/A	$137,109	$68,956	$56,154	N/A
Ten Largest Taxpayers as % of AV	N/A	6.31%	12.13%	24.45%	N/A

GASB 34 (Governmental Activities) Data for Cities, Counties, and School Districts

FIGURE 26

GASB 34 Medians by Rating - US Cities (All)

	US Local Government Medians						
Selected Indicators	All	Aaa	Aa	A	Baa	Ba	B
Quick Ratio	4.51	4.39	4.78	4.06	1.95	2.24	1.02
Total Current Ratio	6.01	5.27	6.18	6.06	3.60	3.98	2.87
Net Cash as % of Operating Revenues	57.95%	76.07%	60.63%	50.08%	24.06%	34.03%	10.36%
Net Current Assets as a % of Operating Revenues	62.57%	73.68%	64.61%	55.79%	32.26%	43.28%	35.90%
Net Assets, Excluding Capital Assets, as a % of Operating Revenues	43.24%	56.42%	44.14%	40.95%	21.92%	2.82%	-115.05%

FIGURE 27

GASB 34 Medians by Rating - US Counties (All)

	US Local Government Medians					
Selected Indicators	All	Aaa	Aa	A	Baa	Ba
Quick Ratio	3.29	3.00	3.58	2.08	1.31	0.28
Total Current Ratio	4.43	4.22	4.94	3.71	2.59	1.11
Net Cash as % of Operating Revenues	55.33%	63.49%	57.16%	48.14%	19.35%	-6.47%
Net Current Assets as % of Operating Revenues	59.17%	58.96%	60.06%	53.74%	26.21%	1.56%
Net Assets, Excluding Capital Assets, as % of Operating Revenues	35.95%	30.95%	39.75%	29.01%	1.04%	0.25%

FIGURE 28

GASB 34 Medians by Rating - US School Districts (All)

	US Local Government Medians					
Selected Indicators	All	Aaa	Aa	A	Baa	Ba
Quick Ratio	2.76	2.56	2.74	2.81	2.56	0.60
Total Current Ratio	3.74	3.54	3.64	3.96	3.19	1.14
Net Cash as % of Operating Revenues	31.68%	49.48%	32.97%	29.77%	27.33%	3.46%
Net Current Assets as % of Operating Revenues	32.40%	42.26%	33.41%	31.22%	26.32%	2.26%
Net Assets, Excluding Capital Assets, as % of Operating Revenues	21.69%	34.29%	21.21%	22.37%	14.72%	-3.59%

Rating Histories for Cities, Counties, and School Districts Currently Rated Speculative Grade

FIGURE 29

Median Rating History - US Cities Currently Rated Speculative Grade

		Median Rating		
Local Government Type	Count	Current	2012 Year-end	2011 Year-end
City	19	Ba1	Ba1	Baa1

FIGURE 30

Median Rating History - US Counties Currently Rated Speculative Grade

	Median Rating		
	Current	2012 Year-end	2011 Year-end
Jefferson County	Caa3	Caa3	Caa1
Strafford County	Ba1	Ba2	Ba2

FIGURE 31

Median Rating History - US School Districts Currently Rated Speculative Grade

		Median Rating		
Local Government Type	Count	Current	2012 Year-end	2011 Year-end
School District	12	Ba3	Ba1	Baa2

Glossary of Terms and Ratios

General Obligation / Issuer Rating

For some US local governments, the General Obligation rating assigned by Moody's is applied to General Obligation Unlimited Tax Bonds. In other instances, the rating is applied to General Obligation Limited Tax Bonds. In the absence of GOULT or GOLT debt, an Issuer (Implied General Obligation) rating is assigned by Moody's. The GOULT or GOLT rating is considered to be the senior most tax backed rating.

Total General Fund Revenues

Total revenues including transfers in and other sources for the General Fund as reported in the local government's financial statements. In some cases, General Fund Revenues may exclude certain items such as bond proceeds which have been included in revenues or other sources in the financial statements but which have been deemed by Moody's analysts to be non-recurring in nature.

General Fund Balance as % of Revenue

Total general fund balance as reported in the local government's financial statements divided by Total General Fund Revenues. New Jersey city and county ratios are excluded from this ratio as the state's statutory form of accounting results in data that are not parallel. For New Jersey city and county ratios, please refer to Municipal Finance Ratio Analysis (MFRA) on Moodys.com.

Unassigned General Fund Balance as % of Revenues

Unassigned General Fund Balance as reported in the local government's financial statements divided by Total General Fund Revenues. In some cases, Unassigned General Fund Balance amounts that are available for any purpose reported by Moody's may include certain amounts shown as reserves or designations in the financial statements that Moody's analysts have deemed would be available to meet operating contingencies. New Jersey city and county ratios are excluded from this ratio as the state's statutory form of accounting results in non-parallel data. For New Jersey city and county ratios, please refer to Municipal Finance Ratio Analysis (MFRA) on Moodys.com.

Direct Net Debt as % of Full Value

The local government's gross debt less sinking fund accumulations, short-term operating debt, and bonds and other debt deemed by Moody's analysts to be fully self-supporting from enterprise revenues. The Direct Net Debt calculation typically includes the non-self-supporting portion of the local government's general obligation bonds, sales and special tax bonds, general fund lease obligations, bond anticipation notes, and capital leases. The calculation as a percentage of full value is Direct Net Debt outstanding divided by the fiscal year or most recent Total Full Value for the local government.

Overall Debt Burden (Overall Net Debt as % of Full Value)

Overall Net Debt Outstanding divided by the fiscal year or most recent Total Full Value for the local government. Overall Net Debt Outstanding is equal to Direct Net Debt plus Overlapping Debt. Overlapping Debt is the net debt of all overlapping and underlying units of local governments that share a property tax base, apportioned in accordance with property valuation.

Total Full Value

The estimated full-market value of all taxable property within the boundaries of the local government as reported by local or state sources is considered total full value. Users of these data should be aware of significant variation in the methods and quality of property assessment from state to state and even among the municipal governments within a state. Definitions of taxable property also vary across the country, as does the dependability of equalization ratios used to convert assessed value to full value.

Population 2010 Census

Population within the boundaries of the local government as reported in the US Census.

Full Value per Capita

Total Full Value divided by the most recent population for the local government.

Ten Largest Taxpayers as % of Assessed Value

Total assessed value of the ten largest property taxpayers for the local government, divided by the total assessed value of the local government, for the most recent year for which largest taxpayer data are available. In some cases, largest taxpayer data are reported using levy figures rather than assessed value figures. In those cases this statistic is the total levy for the ten largest taxpayers as a percent of the total levy for all taxpayers of the local government.

Per Capita Income (2010 ACS)

Per Capita Income (PCI) for residents within the boundaries of the local government for 2010, as reported in the 2010 US Census American Community Survey (ACS). A five-year rolling survey, the ACS differs from previously-used decennial census information in that it produces estimates based on sampling and statistical modeling, rather than more robust population-level data. Moody's is not reporting 2010 PCI data for school districts as the reliability of ACS estimates can vary significantly for these smaller geographic areas.

Quick Ratio

Total Cash & Investments divided by Notes & Operating Loans and Other Current Liabilities.

Total Current Ratio

Total Current Assets divided by Notes & Operating Loans and Other Current Liabilities.

Net Cash as % of Operating Revenues

Cash & Investments less Notes & Operating Loans, all divided by Operating Revenues.

Net Current Assets as % of Operating Revenues

Net Current Assets divided by Operating Revenues.

» contacts continued from page 1

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MOODY'S
INVESTORS SERVICE

HISTORIC
FRANKLIN
TENNESSEE

City of Franklin Strategic Planning PFM's Peer Analysis

November 25, 2014
Prepared by
Public Financial Management, Inc.

PFM
Public Financial Management, Inc.
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901 682-8356
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Introduction

- Moody’s Municipal Financial Ratio Analysis (MFRA) is a comprehensive database of standardized and comparable financial data and operating credit statistics.
- PFM has a subscription to Moody’s MFRA database.
- The Moody’s MFRA data for Franklin is as of June 30, 2013.
- Primarily, PFM used Moody’s MFRA database to create a standardized comparable analysis of Franklin to other triple-A rated cities. Unless otherwise noted, All data used in this analysis comes from Moody’s MFRA database.

Aaa Rated Local Governments:
All Aaa Rated (Moody's) Cities

- Acton, MA
- Alexandria, VA
- Alpharetta, GA
- Alpine Borough, NJ
- Anderson Township, OH
- Apple Valley, MN
- Austin, TX
- Avon Town, CT
- Beachwood, OH
- Bedford Town, NH
- Bedford Town, NY
- Bedminster Township, NJ
- Bellevue, WA
- Belmont, MA
- Bernards Township, NJ
- Bernardsville Borough, NJ
- Beverly Hills, CA
- Birmingham, MI
- Bloomfield Township, MI
- Bloomington, MN
- Boca Raton, FL
- Boston, MA
- Boulder, CO
- Bowie, MD
- Brecksville, OH
- Brentwood, TN
- Bronxville Village, NY
- Brookfield, WI
- Brookline, MA
- Buffalo Grove, IL
- Burnsville, MN
- Cambridge, MA
- Cary, NC
- Champaign, IL
- Chandler, AZ
- Chapel Hill, NC
- Charleston, SC
- Charlotte, NC
- Charlottesville, VA
- Chatham Borough, NJ
- Chesterfield, MO
- Collierville (Town of), TN
- Columbus, OH
- Concord, MA
- Coppell, TX
- Coronado, CA
- Danville, CA
- Darien Town, CT
- Deerfield, IL
- Denver, CO
- Dover, MA
- Dublin, OH
- Durham, NC
- Eagan, MN
- Easton Town, CT
- Eden Prairie, MN
- Edina, MN
- Fairfax, VA
- Fairfield Town, CT
- Farmington Town, CT
- Florham Park Borough, NJ
- Fort Collins, CO
- Franklin Lakes Borough, NJ
- Franklin, TN
- Garden City Village, NY
- Germantown, TN
- Glastonbury Town, CT
- Glenview, IL
- Greenburgh Town, NY
- Greensboro, NC
- Greenwich Town, CT
- Harding Township, NJ
- Herndon, VA
- Highland Park, IL
- Hilton Head Island, SC
- Hingham, MA
- Hudson, OH
- Huntersville, NC
- Huntington Town, NY
- Huntsville, AL
- Indianapolis, IN
- Iowa City, IA
- Irving, TX
- Jupiter, FL
- Kenilworth, IL
- Kings Point Village, NY
- Lake Bluff, IL
- Lake Forest, IL
- Lake Oswego, OR
- Lake Success Village, NY
- Larchmont Village, NY
- Leawood, KS
- Lenexa, KS
- Lexington, MA
- Lincoln, NE
- Lower Gwynedd Township, PA
- Lower Merion Township, PA
- Madison Town, CT
- Madison, WI
- Mahwah Township, NJ
- Manhattan Beach, CA
- Maple Grove, MN
- Marco Island, FL
- Mason, OH
- Mendham Township, NJ
- Menlo Park, CA
- Minnetonka, MN
- Mission Hills, KS
- Montgomery, OH
- Morris Township, NJ
- Mountain Brook, AL
- Naperville, IL
- New Berlin, WI
- New Canaan Town, CT
- New Castle Town, NY
- Newport Beach, CA
- Newton, MA
- North Castle Town, NY
- Northbrook, IL
- Norwalk City, CT
- Oklahoma City, OK
- Orono, MN
- Overland Park, KS
- Palm Beach Gardens, FL
- Palo Alto, CA
- Paradise Valley, AZ
- Pepper Pike, OH
- Pittsford Town, NY
- Plano, TX
- Plymouth, MN
- Portland, OR
- Prairie Village, KS
- Princeton Township, NJ
- Raleigh, NC
- Richardson, TX
- Ridgefield Town, CT
- Rochester, MN
- Rockville, MD
- Roseville, MN
- Roswell, GA
- Rumson Borough, NJ
- Rye City, NY
- Salt Lake City, UT
- San Antonio, TX
- Sands Point Village, NY
- Santa Monica, CA
- Saratoga, CA
- Scarsdale Village, NY
- Schaumburg, IL
- Scottsdale, AZ
- Seattle, WA
- Simsbury Town, CT
- Skokie, IL
- South Portland, ME
- St Louis Park, MN
- Strongsville, OH
- Summit, NJ
- Sunnyvale, CA
- Tredyffrin Township, PA
- Troy, MI
- Upper Arlington, OH
- Upper Merion Township, PA
- Upper Saddle River Borough, NJ
- Vernon Hills, IL
- Vienna, VA
- Virginia Beach, VA
- Wallingford Town, CT
- Washington Township, OH
- Wauwatosa, WI
- Wayland, MA
- Wayne Township, NJ
- Wellesley, MA
- West Chester Township, OH
- West Des Moines, IA
- West Hartford Town, CT
- Westerville, OH
- Westlake, OH
- Weston Town, CT
- Weston, FL
- Weston, MA
- Westport Town, CT
- Wheaton, IL
- Whitpain Township, PA
- Wilmette, IL
- Wilton Town, CT
- Winchester, MA
- Winnetka, IL
- Winston-Salem, NC
- Woodbridge Town, CT
- Woodbury, MN

Total 190 Cities
Source: Moody's

Peer Analysis of 10 Identified Cities

Of the 192 Aaa rated cities, PFM researched 10 cities (**inclusive** of the 2 other TN Aaa credits) to determine the most comparable to Franklin, Tennessee. The following criteria is included in our research:

- Location to Metropolitan City
- Total General Fund Revenues
- Overall Net Debt Outstanding
- Direct Net Debt Per Capita
- Average Annual Tax Increase
- Top Ten Tax Payers as % of Total
- 2012 Estimated Population
- Percent Change in Population from 2010 to 2012
- 2012 Estimated Per Capita Income
- 2012 Estimated Median Home Value
- Debt Service - % of Operating Expenditures
- Total Current Assets
- Sales Tax Rate
- Property Tax Rate

PFM surveyed 8 Cities OUTSIDE of TN to begin the peer analysis (noted in red font below):

Acton, MA	Charlottesville, VA	Hudson, OH	New Castle Town, NY	Skokie, IL
Alexandria, VA	Chatham Borough, NJ	**Huntersville, NC**	Newport Beach, CA	South Portland, ME
Alpharetta, GA	Chesterfield, MO	Huntington Town, NY	Newton, MA	St Louis Park, MN
Alpine Borough, NJ	Collierville (Town of), TN	Huntsville, AL	North Castle Town, NY	Strongsville, OH
Anderson Township, OH	Columbus, OH	Indianapolis, IN	Northbrook, IL	Summit, NJ
Apple Valley, MN	Concord, MA	Iowa City, IA	Norwalk City, CT	Sunnyvale, CA
Austin, TX	Coppell, TX	Irving, TX	Oklahoma City, OK	Tredyffrin Township, PA
Avon Town, CT	Coronado, CA	Jupiter, FL	Orono, MN	Troy, MI
Beachwood, OH	Danville, CA	Kenilworth, IL	Overland Park, KS	Upper Arlington, OH
Bedford Town, NH	Darien Town, CT	Kings Point Village, NY	Palm Beach Gardens, FL	Upper Merion Township, PA
Bedford Town, NY	Deerfield, IL	Lake Bluff, IL	Palo Alto, CA	Upper Saddle River Borough, NJ
Bedminster Township, NJ	Denver, CO	Lake Forest, IL	Paradise Valley, AZ	Vernon Hills, IL
Bellevue, WA	Dover, MA	Lake Oswego, OR	Pepper Pike, OH	Vienna, VA
Belmont, MA	Dublin, OH	Lake Success Village, NY	Pittsford Town, NY	Virginia Beach, VA
Bernards Township, NJ	Durham, NC	Larchmont Village, NY	Plano, TX	Wallingford Town, CT
Bernardsville Borough, NJ	Eagan, MN	Leawood, KS	Plymouth, MN	Washington Township, OH
Beverly Hills, CA	Easton Town, CT	Lenexa, KS	Portland, OR	Wauwatosa, WI
Birmingham, MI	Eden Prairie, MN	Lexington, MA	Prairie Village, KS	Wayland, MA
Bloomfield Township, MI	Edina, MN	Lincoln, NE	Princeton Township, NJ	Wayne Township, NJ
Bloomington, MN	Fairfax, VA	Lower Gwynedd Township, PA	Raleigh, NC	Wellesley, MA
Boca Raton, FL	Fairfield Town, CT	Lower Merion Township, PA	Richardson, TX	West Chester Township, OH
Boston, MA	Farmington Town, CT	Madison Town, CT	Ridgefield Town, CT	West Des Moines, IA
Boulder, CO	Florham Park Borough, NJ	Madison, WI	Rochester, MN	West Hartford Town, CT
Bowie, MD	Fort Collins, CO	Mahwah Township, NJ	**Rockville, MD**	Westerville, OH
Brecksville, OH	Franklin Lakes Borough, NJ	Manhattan Beach, CA	Roseville, MN	Westlake, OH
Brentwood, TN	**Franklin, TN**	**Maple Grove, MN**	Roswell, GA	Weston Town, CT
Bronxville Village, NY	Garden City Village, NY	Marco Island, FL	Rumson Borough, NJ	**Weston, FL**
Brookfield, WI	**Germantown, TN**	**Mason, OH**	Rye City, NY	Weston, MA
Brookline, MA	Glastonbury Town, CT	Mendham Township, NJ	Salt Lake City, UT	Westport Town, CT
Buffalo Grove, IL	Glenview, IL	Menlo Park, CA	San Antonio, TX	Wheaton, IL
Burnsville, MN	Greenburgh Town, NY	Minnetonka, MN	Sands Point Village, NY	Whitpain Township, PA
Cambridge, MA	Greensboro, NC	Mission Hills, KS	Santa Monica, CA	Wilmette, IL
Cary, NC	Greenwich Town, CT	Montgomery, OH	Saratoga, CA	Wilton Town, CT
Champaign, IL	Harding Township, NJ	Morris Township, NJ	Scarsdale Village, NY	Winchester, MA
Chandler, AZ	Herndon, VA	Mountain Brook, AL	Schaumburg, IL	Winnetka, IL
Chapel Hill, NC	Highland Park, IL	Naperville, IL	Scottsdale, AZ	Winston-Salem, NC
Charleston, SC	Hilton Head Island, SC	New Berlin, WI	Seattle, WA	Woodbridge Town, CT
Charlotte, NC	Hingham, MA	New Canaan Town, CT	Simsbury Town, CT	**Woodbury, MN**

Source: Moody's

Additional Comparable Cities

- Additionally, the City requested the following cities to be added to the analysis:

* Bellevue, WA
* Broomfield, CO
* Carmel, IN
* *Cary, NC (included in PFM's selection)*
* Castle Rock, CO
* Dublin, OH
* Eden Prairie, MN
* Issaquah, WA
* Kirkland, WA
* Natick, MA
* Olathe, KS
* Overland Park, KS
* Pearland, TX
* Redmond, WA
* Rock Hill, SC
* *Woodbury, MN (included in PFM's selection)*

PFM Selected Aaa Cities

1 Source: factfinder2.census.gov
2 Source: Moody's Investors Service
3 Source: Individual CAFRs
4 Source: sales-tax.com

City	Within 50 miles of Metropolitan City	Total General Fund Revenues ($ million)[3]	Overall Net Debt Outstanding ($ million)[2]	Direct Net Debt Per Capita ($)[2]	Average Annual Collected Property tax Increase/decrease (%)[3]	Top Ten Tax Payers as % of Total (%)[3]	2012 Estimated Population[1]	Percent Change in Population from 2010 to 2012 (%)	2012 Estimated Per Capita Income ($)[1]	2012 Estimated Median Home Value ($)[1]	Debt Service - % of Operating Expend. (%)[2]	Total Current Assets ($ million)[2]	Sales Tax Rate (%)[4]	Property Tax (per/$100)[3]	Notes
Franklin, TN	**Nashville**	**52,677**	**315,501**	**1,452**	**4.19**	**8.33**	**63,117**	**1.01**	**38,342**	**309,400**	**17.90**	**72,495**	**9.25**	**0.38**	**info from 2013 CAFR**
Brentwood, TN	Nashville	66,918	160,514	737	-3.74	9.96	39,012	5.27	56,559	489,700	10.00	69,314	9.25	0.44	info from 2013 CAFR
Cary, NC	Raleigh	259,500	369,300	912	4.43	4.80	145,693	7.73	42,332	302,500	9.04	106,841	6.75	0.33	info from 2013 CAFR
Chandler, AZ	Phoenix	195,520	525,779	1,172	N/A	N/A	239,538	1.45	30,388	232,900	17.20	362,628	7.80	N/A	info from 2013 CAFR
Germantown, TN	Memphis	39,426	134,547	576	1.96	4.66	38,844	-5.28	50,429	286,100	8.70	59,897	9.75	1.485	info from 2013 CAFR
Huntersville, NC	Charlotte	34,917	125,459	793	N/A	7.44	49,344	5.50	38,556	247,200	8.80	45,647	7.25	0.28	info from 2013 CAFR
Maple Grove, MN	Minneapolis	34,782	257,969	2,448	-13.85	11.10	64,420	4.63	42,956	249,300	27.80	305,784	7.28	0.00	info from 2013 CAFR
Mason, OH	Cincinnati	33,531	127,324	1,782	-0.91	7.80	31,039	1.06	40,918	222,300	10.90	76,972	6.75	6.72	info from 2013 CAFR
Rockville, MD	District of Columbia	101,205	314,264	1,264	3.54	8.01	63,244	3.32	50,160	481,700	15.30	46,733	6.00	0.29	info from 2013 CAFR
Weston, FL	Miami	36,686	131,236	182	3.47	5.72	65,448	5.83	41,941	390,700	1.20	109,411	6.00	2.00	info from 2013 CAFR
Woodbury, MN	Minneapolis	75,002	329,816	974	6.20	9.16	64,496	4.09	42,050	271,200	19.50	152,080	7.13	N/A	info from 2012 CAFR

Additional Cities Selected by The City

City	Within 50 miles of Metropolitan City	Total General Fund Revenues ($ million)[3]	Overall Net Debt Outstanding ($ million)[2]	Direct Net Debt Per Capita ($)[2]	Average Annual Collected Property tax Increase/decrease (%)[3]	Top Ten Tax Payers as % of Total (%)[3]	2012 Estimated Population[1]	Percent Change in Population from 2010 to 2012 (%)	2012 Estimated Per Capita Income ($)[1]	2012 Estimated Median Home Value ($)[1]	Debt Service - % of Operating Expend. (%)[2]	Total Current Assets ($ million)[2]	Sales Tax Rate (%)[4]	Property Tax (per/$100)[3]	Notes
Franklin, TN	**Nashville**	**52,677**	**315,501**	**1,452**	**4.19**	**8.33**	**63,117**	**1.01**	**38,342**	**309,400**	**17.90**	**72,495**	**9.25**	**0.38**	**info from 2013 CAFR**
Bellevue, WA	Seattle	171,886	892,076	1585	-1.10	7.57	124,600	1.83	55,136	541,600	0.00	182,963	9.50	1.18	info from 2013 CAFR
Broomfield, CO	Denver	26,808	664,116	3620	0.00	18.02	58,799	3.03	36,783	274,900	0.00	178,882	8.15	2.90	info from 2013 CAFR
Carmel, IN	Indianapolis	2,455	639,514	5,108	N/A	N/A	80,060	1.10	52,068	293,600	29.90	N/A	7.00	1.00	info from 2012 Audit
Castle Rock, CO	Denver	22,858	306,744	799	1.23	38.63	51,573	7.11	47,147	275,900	0.05	66,229	7.90	4.00	info from 2013 CAFR
Dublin, OH	Columbus	62,404	201,272	1,641	-0.04	7.78	43,103	3.24	49,939	330,300	10.09	654,156	7.50	2.95	info from 2012 CAFR
Eden Prairie, MN	Minneapolis	41,796	185,871	791	-0.29	11.60	62,004	-1.08	48,999	311,800	10.30	82,971	7.28	1.46	info from 2013 CAFR
Issaquah, WA	Seattle	34,774	32,135	1,035	N/A	N/A	30,690	0.84	47,949	444,900	10.00	35,910	9.50	N/A	info from 2012 CAFR

1 Source: factfinder2.census.gov
2 Source: Moody's Investors Service
3 Source: Individual CAFRs
4 Source: sales-tax.com

Additional Cities Selected by The City

City	Within 50 miles of Metropolitan City	Total General Fund Revenues ($ million)[3]	Overall Net Debt Outstanding ($ million)[2]	Direct Net Debt Per Capita ($)[2]	Average Annual Collected Property tax Increase/decrease (%)[3]	Top Ten Tax Payers as % of Total (%)[3]	2012 Estimated Population[1]	Percent Change in Population from 2010 to 2012 (%)	2012 Estimated Per Capita Income ($)[1]	2012 Estimated Median Home Value ($)[1]	Debt Service - % of Operating Expend. (%)[2]	Total Current Assets ($ million)[2]	Sales Tax Rate (%)[4]	Property Tax (per/$100)[3]	Notes
Franklin, TN	**Nashville**	**52,677**	**315,501**	**1,452**	**4.19**	**8.33**	**63,117**	**1.01**	**38,342**	**309,400**	**17.90**	**72,495**	**9.25**	**0.38**	**info from 2013 CAFR**
Kirkland, WA	Seattle	90,098	346,215	542	2.76	4.37	81,480	67.01	51,229	464,200	5.10	118,263	9.50	1.87	info from 2013 CAFR
Natick, MA	Boston	123,880	81,181	2,460	N/A	N/A	33,071	0.20	49,792	429,200	8.40	70,487	6.25	N/A	info from 2013 Audit
Olathe, KS	Kansas City	74,549	541,247	1,826	0.00	5.39	128,563	1.90	56,550	194,600	31.70	213,819	8.88	1.00	info from 2013 CAFR
Overland Park, KS	Kansas City	132,728	578,710	840	20.51	5.90	179,236	2.48	55,296	224,300	23.70	130,349	8.50	11.87	info from 2013 CAFR
Pearland, TX	Houston	52,617	896,581	3,588	0.16	5.61	99,800	6.06	32,196	179,000	29.50	92,526	8.25	0.71	info from 2013 CAFR
Redmond, WA	Seattle	83,866	350,897	1,202	1.79	25.54	55,360	3.13	60,090	456,500	7.40	102,605	9.50	1.73	info from 2013 CAFR
Rock Hill, SC	Charlotte	54,472	153,954	948	-0.48	10.22	67,423	-2.58	21,954	134,000	8.90	27,565	7.00	9.35	info from 2013 CAFR

1 Source: factfinder2.census.gov
2 Source: Moody's Investors Service
3 Source: Individual CAFRs
4 Source: sales-tax.com

Rating Report Comments from PFM Comparable Cities

- Strong financial position with historical operating surpluses with significant reserves.
- Cities maintain formal policies requiring the maintenance of a working reserve.
- Large pay-go capital financing plan results in manageable debt position.
- Debt burden remains very manageable given the rapid amortization schedule already in place.
- Along with a reserve policy, cities’ management have formal policies to guide budget practices, investment, capital spending, debt management and economic development and long-term financing planning and forecasting.
- Large/Growing/Diverse tax base with strong socio-economic indices

AMENDMENT NO. 1
AGREEMENT FOR GOOSE CREEK SANITARY SEWER EXTENSION
FROM WEST OF I-65 TO EAST OF I-65
COF CONTRACT NO 2014-0051

This ***AMENDMENT*** is made and entered into on this, the _______ day of ____________________, 2014, by and between the ***CITY OF FRANKLIN, TENNESSEE*** ("**City**") and ***HPT TA PROPERTIES TRUST*** ("***Property Owner***") who mutually agree as follows:

WITNESSETH:

WHEREAS, the ***City*** and the ***Property Owner*** entered into an ***Agreement***, dated May 27, 2014, to extend sanitary sewer service from the west of I-65 to the east of I-65 (the "***Project***"); and

WHEREAS, the ***City*** and the ***Property Owner*** desire to modify the ***Agreement*** to include these additional terms.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Exhibit A and Exhibit B shall be replaced with the Revised Exhibit A and Revised Exhibit B and shall be incorporated into this ***Agreement*** and made a part thereof.

3. The Agreement is hereby amended to delete the following text noted with a ~~strikethrough~~; to add the following text noted in **bold**; and is approved to read as follows:

WHEREAS, the estimated costs for completion of (i) Line 1 is approximately ~~Eight Hundred Eighty-Three Thousand Seven Hundred Seventy-Five and No/100 Dollars ($883,775.00)~~ **Six Hundred Seventy-Six Thousand Four Hundred Eight and No/100 Dollars ($676,408.00)**, (ii) Lines 2 and 4 are approximately ~~Six Hundred Thirty-Five Thousand One Hundred Three and No/100 Dollars ($635,103.00)~~ **Eight Hundred Thirty-Seven Thousand Six Hundred Five and No/100 Dollars ($837,605.00)** and (iii) Line 3 is approximately ~~Eighty-Nine Thousand Seven Hundred Sixty and No/100 Dollars ($89,760.00)~~ **One Hundred Ninety-Three Thousand Six Hundred Sixty-Six and No/100 Dollars ($193,666.00)**, as shown in **Revised** Exhibit B, attached hereto and made a part hereof.

13. ~~There shall be no recovery or offset agreements associated with the construction of this Project.~~ **The *Property Owner* and *City* agree that the *Property Owner* shall be eligible for reimbursement for the Sanitary Sewer Access Fees at the time the *Property Owner* connects to the public sanitary sewer collection system and such reimbursement shall not exceed the *Property Owners* proportionate share of Line 1 as shown on Revised Exhibit A.**

14. All other provisions of the Agreement dated October 9, 2007, Amendment No 1 Dated March 22, 2010, and Amendment No 2 dated October 26, 2010, are unchanged and remain in full force and effect.

Approved by the Franklin Board of Mayor and Aldermen on _____________ _____, 2014.

WITNESS our hands on the dates as indicated.

DEVELOPER
HPT TA Properties Trust
A Maryland real estate investment trust

By: ________________________________
Print Name: _________________________
Title: ______________________________
Date:_______________________________

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MADDLESEX)

Before me, the undersigned Notary Public of said County and State, personally appeared, ____________________________, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _________________ of HPT TA PROPERTIES TRUST, a Maryland real estate investment trust, and that he as such _______________________ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by himself as ______________________.

WITNESS, my hand and seal on this the ______day of ___________________, 2014.

____
Notary Public
My Commission expires:_____________________

CITY
CITY OF FRANKLIN, TENNESSEE

By: ________________________________
DR. KEN MOORE
Mayor

Date:________________________________

By: ________________________________
ERIC S. STUCKEY
City Administrator/Recorder

Date:________________________________

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

WITNESS, my hand and seal on this the ______day of ___________________, 2014.

____
Notary Public
My Commission expires:______________________

APPROVED AS TO FORM:

By: ______________________________________
Shauna R. Billingsley, City Attorney

COF Contract 2014-0051
Amendment No 1
Revised Exhibit A
Line 1
Line 2
Line 3
Line 4
Old Peytonsville Rd
Franklin South Ct
Williamson County
Agricultural
Center
Long Ln
Peytonsville Rd
Peytonsville Rd
N
Esri., Inc., City of Naperville, Illinois

COF Contract 2014-0051
Amendment No 1
Revised Exhibit B

COST OPINION
City of Franklin
Sanitary Sewer East of I-65
9/10/2014

Sewer Line 1 - From Five Mile Creek to East of I-65

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Engienering and Survey	1	LS	$35,000.00	$35,000.00
2	Easement	26195	SF	$2.00	$52,390.00
3	Moblization & Bonds	1	LS	$25,000.00	$25,000.00
4	12" CL350 DIP (8'-12' Depth)	527.7	LF	$175.00	$92,347.50
5	Jack and Boore 24" Steel Casing w/ 12" PVC	322.3	LF	$950.00	$306,185.00
6	Open Cut - 24" Steel Casing w/ 12" PVC	50	LF	$350.00	$17,500.00
7	Open Cut River - 24" Steel Casing w/ 12" PVC	100	LF	$350.00	$35,000.00
8	Manholes	5	EA	$4,000.00	$20,000.00
9	Gravity Service Connections	2	EA	$750.00	$1,500.00
10	Connection to Existing Manhole	1	EA	$5,000.00	$5,000.00
11	Concrete Check Dam	2	EA	$300.00	$600.00
12	Overdepth Excavate and Stone Backfill	10	CY	$30.00	$300.00
13	Silt Fencing	1,000	LF	$2.50	$2,500.00
14	Aspahlt Milling	133	SY	$4.00	$533.33
15	Asphalt Overlay Full Roadway Width	11	TON	$100.00	$1,060.00
16	Erosion Control	1	LS	$20,000.00	$20,000.00
				Total	$614,915.83
				10% Allowance	$61,491.58
				Total + 10%Allowance	$676,407.42

Sewer Line 2 - From East of I-65 to Ag Center

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Engienering and Survey	1	LS	$10,000.00	$10,000.00
2	Easement	19400	SF	$2.00	$38,800.00
3	Moblization & Bonds	1	LS	$10,000.00	$10,000.00
4	12" CL350 DIP (8'-12' Depth)	500	LF	$175.00	$87,500.00
5	Manholes	4	EA	$4,000.00	$16,000.00
6	Gravity Service Connections	4	EA	$750.00	$3,000.00
7	Overdepth Excavate and Stone Backfill	10	CY	$30.00	$300.00
8	Silt Fencing	727	LF	$2.50	$1,817.50
9	Erosion Control	1	LS	$5,000.00	$5,000.00
				Total	$172,417.50
				10% Allowance	$17,241.75
				Total + 10%Allowance	$189,659.25

Sewer Line 3 - East of I-65 to Fire Station Site

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Engineering and Survey	1	LS	$70,000.00	$70,000.00
2	Easements	8,560	SF	$2.00	$17,120.00
3	Moblization & Bonds	1	LS	$50,000.00	$50,000.00
4	8" PVC Inside Roadway (8'-12' Depth)	1000	LF	$175.00	$175,000.00
5	8" PVC Outside Roadway (8'-12' Depth)	1350	LF	$90.00	$121,500.00
6	Manholes	10	EA	$4,000.00	$40,000.00
7	Gravity Service Connections	8	EA	$750.00	$6,000.00
8	Concrete Check Dam	4	EA	$300.00	$1,200.00
9	Overdepth Excavate and Stone Backfill	50	CY	$30.00	$1,500.00
10	Silt Fencing	4700	LF	$2.50	$11,750.00
11	Aspahlt Milling	2926	SY	$4.00	$11,705.78
12	Asphalt Overlay Full Roadway Width	233	TON	$100.00	$23,265.23
13	Erosion Control	1	LS	$20,000.00	$20,000.00
14	Traffic Control	1	LS	$40,000.00	$40,000.00
				Total	$589,041.01
				10% Allowance	$58,904.10
				Total + 10%Allowance	$647,945.11

Sewer Line 4 - East of I-65 to Truck Stop

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Engineering and Survey	1	LS	$20,000.00	$20,000.00
2	Easements	22830	SF	$2.00	$45,660.00
3	Moblization & Bonds	1	LS	$10,000.00	$10,000.00
4	8" PVC Outside Roadway (8'-12' Depth)	800	LF	$90.00	$72,000.00
5	Manholes	4	EA	$4,000.00	$16,000.00
6	Gravity Service Connections	4	EA	$750.00	$3,000.00
7	Concrete Check Dam	2	EA	$300.00	$600.00
8	Overdepth Excavate and Stone Backfill	10	CY	$30.00	$300.00
9	Silt Fencing	1,400	LF	$2.50	$3,500.00
12	Erosion Control	1	LS	$5,000.00	$5,000.00
				Total	$176,060.00
				10% Allowance	$17,606.00
				Total + 10%Allowance	$193,666.00

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2014-0306

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, (hereinafter referenced as “City”), and **AMEC ENVIRONMENT & INFRASTRUCUTRE, INC.**, (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:

Stormwater Best Management Practice Manual and Water Quality Calculation Tool Update

1. SCOPE OF SERVICES. Consultant shall provide technical services for the Project in accordance with the Scope of Work. The Scope of Work as found in **Exhibit A** shall be considered as an integral part hereof.

2. Consultant shall be paid one lump sum fee of **TWENTY-NINE THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS ($29,930.00).**

3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the ______ Day of ________ 2014

BY: __________________________	BY: ________________________
Consultant’s Signature	Dr. Ken Moore
TITLE: ____________________	Mayor
Date: ____________________	Date: ____________________

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 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. However, nothing in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 paragraph.

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 contract 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 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.

6.3 Should City request changes in the scope, extent, or character of the Project, 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 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 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 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 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

The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the 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 The 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 the City and the Consultant.

10.4 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 Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.

amec

November 3, 2014

Mr. Paul Holzen, PE
City of Franklin
Engineering Director
109 3rd Ave S,
Franklin, TN 37064

Dear Mr. Holzen

Re: Scope and Fee – Stormwater Best Management Practice Manual and Water Quality Calculation Tool Update, and Design Detail Development

Please find attached a proposal to perform an update of the City of Franklin Stormwater Best Management Practice Manual and Water Quality Calculation Tool, and to provide design details for Green Infrastructure Structural Practices. This scope includes four tasks (1) Stormwater Best Management Practice Manual Update, (2) Water Quality Calculation Tool Update, (3) Design Details for Green Infrastructure Structural BMPs, and (4) Meetings.

If you agree to the scope and fee, please let us know by email at your earliest convenience. AMEC appreciates the opportunity to work for the City. If you have any questions or comments please call me at (615) 333-0630.

Sincerely,
AMEC Environment & Infrastructure, Inc.

Sara R. Johnson, PE, CFM
Project Manager

Bradley Heilwagen, PE, CFM
Branch Manager

Attachments: 1. Scope of Services and Fee

AMEC Environment & Infrastructure, Inc.
3800 Ezell Road, Ste 100
Nashville, TN
USA 37211
Tel (615) 333-0630
Fax (615) 781-0655

Exhibit A
COF 2014-0306
PG 2 of 4

Attachment 1 – Scope of Services and Fee
Stormwater Best Management Practice Manual and Water Quality Calculation Tool Update, and Design Detail Development

SCOPE OF SERVICES

The following tasks will be completed to support the update of the City of Franklin (the City) Stormwater Best Management Practice (BMP) Manual (the Manual) and Water Quality Calculation Tool.

Task Set 1 - Stormwater Best Management Practice Manual Update:

1. Remove Downspout Disconnection, Grass Channel, and Rain Tank/Cistern BMPs from the Manual.
2. Update wording from “redline” version of the Manual provided by the City Director of Engineering and Stormwater Coordinator.
3. Add Downspout Disconnection as a component of the Sheet Flow BMP.
4. Update Water Quality Swale to refine the definition of ground cover practices.
5. Develop a routine/scheduled maintenance table for Permanent Stormwater Treatment Practices.
6. Incorporate site Rv standard of 0.18.
7. Update and revise the five example boxes within the Manual and add an additional real world example to demonstrate a more complex scenario.
8. Revise example steps to correspond to Water Quality Tool Steps and vice versa.
9. Update Section 3.2 Combined Methodology, incorporating the new Rv standard.
10. Incorporate guidance for performing an infiltration test.
11. Add the long term maintenance agreement (provided by the City) to Section 5.
12. Remove Detention Requirements.
13. Develop and incorporate guidance checklist for Post Construction Inspection of BMPs.

Task Set 2 - Water Quality Calculation Tool Update:

1. Update tool equations to incorporate new Rv standard of 0.18.
2. Remove Downspout Disconnection, Grass Channel, and Rain Tank/Cistern.
3. Update tool to prompt user to open corresponding section of the BMP Fact Sheet when selected in the tool.
4. Consolidate steps that have sub-steps (such as “a” and “b”) and update to correspond with steps outlined in the Manual.
5. Incorporate a toggle button show the BMP maintenance requirements when the design calculator is filled out.
6. Add simple BMP design guidance into the final Tv calculation for existing post-construction BMP’s.
7. Add a maintenance requirement table to the printable report for the applied post-construction BMP.

Task Set 3 - Design Details for Green Infrastructure Structural BMPs:

1. Develop a set of Franklin-specific design details for the following structural practices: Bioretention, Urban Bioretention, Permeable Pavement, Infiltration Trench, and Water Quality Swale. The design details will be developed using existing details from other sources and modifying per the Franklin BMP Manual.

Exhibit A
COF 2014-0306
PG 3 of 4

Task Set 4 - Meetings:

It is anticipated that the Manual and Water Quality Calculation Tool will require AMEC to facilitate the following meetings. The facility and scheduling of staff for the meetings below will be provided by the City.

1. One initial scoping meeting for red-line comments and Water Quality Calculation Tool discussion with the City.
2. One meeting with City Staff to discuss AMEC's comments on City red-line version of the Manual.
3. One meeting with City Staff to discuss a draft of the examples used in the Manual.
4. One meeting with Plans Review Staff to discuss the Water Quality Tool once the Manual is in Draft format.
5. One meeting with City Staff to discuss Water Quality Calculation Tool Draft.
6. One meeting with City Staff to present Draft Edits to the Manual and Water Quality Calculation Tool.
7. One training on the final version of the Manual and Water Quality Calculation Tool.

FEE

The scope of services is limited to the specific items addressed herein. Any additional work will be considered an extra service.

Labor effort will be charged on a time-and-materials basis, not to exceed a total fee of $29,930, according to the hourly rates indicated on the bill rate schedule included as Table 2. A task-by-task breakdown of anticipated costs is provided below.

Task Set	Anticipated Cost
Task Set 1 – Stormwater BMP Manual Update	$19,075
Task Set 2 – Water Quality Calculation Tool Update	$4,565
Task Set 3 – Design Details for Green Infrastructure BMP's	$2,330
Task Set 4 – Meetings	$3,960

Exhibit A
COF 2014-0306
PG 4 of 4

Table 1 – Schedule of Rates

AMEC ENVIRONMENT & INFRASTRUCTURE, INC.
2014 RATE SCHEDULE

The hourly labor rates set forth below are valid from January 1, 2014 and are subject to annual revision thereafter. AMEC will provide CLIENT thirty days advance written notice of any such revisions.

PROFESSIONAL SERVICES

~~CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates.~~

Classification	Rate/Hour	Classification	Rate/Hour
Professional Levels 1	$55.00	Professional Level 14	$120.00
Professional Levels 2	$60.00	Professional Level 15	$130.00
Professional Levels 3	$65.00	Professional Level 16	$140.00
Professional Level 4	$70.00	Professional Level 17	$145.00
Professional Level 5	$75.00	Professional Level 18	$155.00
Professional Level 6	$80.00	Professional Level 19	$165.00
Professional Level 7	$85.00	Professional Level 20	$170.00
Professional Level 8	$90.00	Professional Level 21	$180.00
Professional Level 9	$95.00	Professional Level 22	$190.00
Professional Level 10	$100.00	Professional Level 23	$200.00
Professional Level 11	$105.00	Professional Level 24	$210.00
Professional Level 12	$110.00	Professional Level 25	$220.00
Professional Level 13	$115.00	Professional Level 26	$240.00

TECHNICIAN SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by technicians at the following classifications and associated hourly labor rates.

Classification	Rate/Hour	Overtime	Classification	Rate/Hour	Overtime
Technician Level 1	$30.00	$40.50	Technician Level 10	$55.00	$82.50
Technician Level 2	$32.50	$45.00	Technician Level 11	$60.00	$90.00
Technician Level 3	$35.00	$48.75	Technician Level 12	$65.00	$97.50
Technician Level 4	$37.50	$52.50	Technician Level 13	$70.00	$105.00
Technician Level 5	$40.00	$56.25	Technician Level 14	$75.00	$112.50
Technician Level 6	$42.50	$60.00	Technician Level 15	$80.00	$120.00
Technician Level 7	$45.00	$63.75	Technician Level 16	$85.00	$127.50
Technician Level 8	$47.50	$67.50	Technician Level 17	$90.00	$135.00
Technician Level 9	$50.00	$71.25	Technician Level 18	$95.00	$142.50

ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

Classification	Rate/Hour	Overtime	Classification	Rate/Hour	Overtime
Administrative Level 1	$35.00	$52.50	Administrative Level 6	$60.00	$90.00
Administrative Level 2	$40.00	$60.00	Administrative Level 7	$65.00	$97.50
Administrative Level 3	$45.00	$67.50	Administrative Level 8	$70.00	$105.00
Administrative Level 4	$50.00	$75.00	Administrative Level 9	$75.00	$112.50
Administrative Level 5	$55.00	$82.50	Administrative Level 10	$80.00	$120.00

~~**MISCELLANEOUS EXPENSES – 6% of Labor Charges**~~

~~CLIENT agrees to reimburse AMEC for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.~~

~~**OTHER DIRECT EXPENSES**~~

~~CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal.~~

~~**Travel Expenses:** Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses~~ ~~Cost Plus 15%~~

~~**Subcontract Expenses:** Supplies or services furnished to AMEC in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates~~ Cost Plus 15%

~~**Direct Expenses:** Other expenses in support of project activities~~ ~~Cost Plus 15%~~

COF 2014-0308
Attachment A - Estimated Relocation Cost and Schedule

Middle Tennessee Electric
Membership Corporation

Middle Tennessee Electric Membership Corporation
555 New Salem Hwy
Murfreesboro Tennessee 37129
Phone : 615-494-1557 Fax : 615-494-1559

Quote

Page 1/1 Original

District : Franklin Company Type : MTEMC Contact :

Sold To Party	
Name	City of Franklin
Attn	
PO Box	295
City	Franklin
State	Tennessee
ZIP	37065

Miscellaneous	
Quote #	700008548
Date	09/26/2014
Valid From	09/26/2014 to 10/24/2014
W.O #	E000355935
MAP #	
Ref #	Beasley-Century Frk
APPL #	

Item	Description	Qty	UOM	Unit Price	Total
000010	1085047				
000020	Material / Labor	1	EA	44,700.00	44,700.00
				Item Subtotal	44,700.00
				Net Value	44,700.00
				Grand Total	44,700.00

The Estimated time line for material acquisition and construction for this project is 120 days. If during the right of way acquisition process, Middle Tennessee Electric has to enter into condemnation proceeding, this will increase the time line an additional 120 days. The estimated cost of right of way acquisition is $20,000.

Payment due date	10/26/2014	Total Quote Value	44,700.00

UTILITY RELOCATION AGREEMENT

FOR CENTURY COUNT AND BEASLEY DRIVE CONNECTOR PROJECT

COF Contract No.: 2014-0308

THIS AGREEMENT is made and entered into on this the ____ day of _____________, 2014, by and between the **City of Franklin, Tennessee *("City")*** and **Middle Tennessee Electric Membership Corporation (*"Utility"*).**

WITNESSETH:

WHEREAS, the ***City*** plans to construct roadway improvements to provide connectivity between Century Court and Beasley Drive (the ***"Project"***), as shown on construction plans prepared by Cannon and Cannon, Inc. (COF Contract No. 2014-0001); and

WHEREAS, the ***Utility*** owns and maintains overhead utility lines and related facilities (the ***"Electric Facilities"***) on and under private and public utility easements as shown on Century Industrial Park Section Two Plat (Book 5, Page 85), Century Industrial Park Section One (Plat Book 6, Page 5) and Right of Way Easement (Book 6105, Pages 168-169), Register's Office of Williamson County (the ***"Easements"***); and

WHEREAS, the ***Electric Facilities*** must be relocated to accommodate the ***Project***; and

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

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. The ***Utility*** shall be solely responsible for acquiring all utility easements outside of the available State or City-owned rights-of-way as may be needed to construct its ***Electric Facilities*** *(the* ***"Acquisition Services"****).* The ***City*** agrees to occasionally assist when requested by ***Utility*** in the acquisition of such easements by facilitating discussions with certain landowners.

3. The ***City*** will reimburse the ***Utility*** for the cost of the ***Acquisition Services***, which shall include survey, appraisal, and condemnation costs, and any other cost related to the acquisition of necessary easements. The ***City*** will also reimburse the ***Utility*** for any cost related to the relocation of ***Electric Facilities***. Costs reimbursed by the ***City*** pursuant to this Section 3 shall be actual costs expended by the ***Utility***, regardless of whether such

costs are more or less than the estimated cost as shown in ***Attachment A – Estimated Relocation Cost and Schedule***.

4. The ***Utility*** shall have the responsibility to inspect all items of installation of the ***Utility's*** new facilities to be performed by its contractor to ensure that the installation of the new ***Electric Facilities*** is completed in accordance with this ***Agreement***, the approved plans, the ***Utility's*** technical specifications and all applicable specifications and safety codes.

5. This ***Agreement*** is subject to the appropriation and availability of ***City*** funds. In the event that the funds are not appropriated or are otherwise unavailable or the ***City*** cancels the project for any reason, the ***City*** reserves the right to terminate this ***Agreement*** upon written notice to the ***Utility***. Said termination shall not be deemed a breach of contract by the ***City***. Upon such termination, the ***City*** will reimburse the ***Utility*** for the actual cost(s), incurred through the date of termination, of the ***Acquisition Services*** and relocation of the Electric Facilities only if the ***Utility*** provides reasonable documentation for all such cost(s).

6. This **Agreement** may be modified by the parties only by a written amendment specifically citing the paragraph within this ***Agreement*** to be amended.

7. The ***Utility*** shall comply with all applicable federal, state and ***City*** laws and regulations in the performance of its duties under this ***Agreement***.

8. The ***Utility*** will acquire new easement(s) in accordance with the plans as approved by the ***Utility*** and provided by the ***City***.

9. The Utility may submit periodic invoices to the ***City*** during the course of the relocation (not more frequently than every thirty (30) days), which invoices shall be payable within thirty (30) days after receipt of same by the ***City***. Within sixty (60) days of completion of the relocation of ***Electric Facilities***, the ***Utility*** and the ***City*** shall settle on a final billing. The ***Utility*** will provide reasonable documentation for all such costs.

10. Failure by any party to this ***Agreement*** to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this ***Agreement*** shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this ***Agreement*** shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.

11. TIME IS OF THE ESSENCE OF THIS ***AGREEMENT*****.**

12. The ***Utility*** agrees to timely review the plans as provided by the ***City***. ***Utility*** approvals of such plans will not be unreasonably withheld.

13. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. The ***Utility*** acknowledges and agrees that any rights or claims against the ***City*** or its officials, contractors, agents or employees hereunder, and any remedies

arising therefrom, shall be subject to and limited to those rights and remedies, if any, available to the ***City*** under law.

14. If any terms, covenants, conditions, or provisions of this ***Agreement*** are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this ***Agreement*** are declared severable.

15. The ***City*** and the ***Utility*** agree that any notice provided for in this ***Agreement*** or concerning this ***Agreement*** shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

City

Paul P. Holzen, Director of Engineering
City of Franklin - Engineering Department
109 3rd Ave South,
Franklin, TN 37064
615-550-6679

Utility

____
____
____
____
____

IN WITNESS WHEREOF, the parties have executed this Agreement.

The CITY OF FRANKLIN, TENNESSEE

By: ______________________________
Dr. Ken Moore
Mayor
Date: ______________________________

Middle Tennessee Electric Membership Corporation

By: ______________________________
Print: ______________________________
Title: ______________________________
Date: ______________________________

Attest:

____
Eric S. Stuckey
City Administrator
Date: ______________________________

Approved as to form:

____
Shauna R. Billingsley, City Attorney

Request for Construction Change
Change Order No. 5 (FINAL)

City of Franklin
Engineering Office
109 Third Avenue South
Franklin, TN 37064

Contract No. 2012-0089
Project Third Avenue North Extension

Whereas, we **The Parkes Companies** entered into a contract with the CITY OF FRANKLIN, on **August 14, 2012**, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following contract modifications to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

1. Modify contract time as follows:
   a. 26 calendar days for redesign of Wall#2 Extension using Redi-Rock
   b. 18 calendar days for unanticipated rock excavation for 5th Ave. sewer
   c. 62 calendar days for "weather impact" days

   (a–c) See letter dated July 23,2014

   d. 177 calendar days allowed for the elimination of any and all liquidated damage claims by the City and any and all additional monetary damage claims by the contractor. See attached Claim and Liquidated Damages letter dated September 19, 2014.
2. Adjust final cost / quantities per attached Change Order Summary.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 4,795,129.72	Original Contract Times: Notice to Proceed: September 12, 2012 Ready for final payment: 365 Calendar days (September 12, 2013)
Net **(Decrease)** from previous Change Orders No. 1 to 4: ($173,952.75)	Net change from previous Change Orders No. 1 to 4: +120 calendar days
Contract Price prior to this Change Order: $4,621,176.97	Contract Times prior to this Change Order: Ready for final payment: 485 Calendar Days (January 10, 2014)
Net **(Decrease)** of this Change Order: ($36,010.99)	**Increase** this Change Order: Ready for final payment: 283 calendar days
Contract Price with all approved Change Orders: $4,585,165.98	Contract Times with all approved Change Orders: Ready for final payment: **(768 Calendar days)** (October 20, 2014)

Now, Therefore, We, **The Parkes Companies**, hereby agree to this Change Order consisting of the above mentioned items and prices, and agree that this Change Order is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

By: Marty McWilliams — ENGINEER — Date: 10/24/14

By: [signature] — CITY PROJECT MANAGER — Date: 11/03/14

By: Paul P. [signature] — DIRECTOR OF ENIGNEERING — Date: 11/3/14

ACCEPTED

By: William R. [signature]
CONTRACTOR (Authorized Signature)

Date: 10/27/14

APPROVED:

By: ______________________
OWNER (Authorized Signature)

Date: ______________________

wiser
CONSULTANTS

1427 Kensington Square Court
Murfreesboro TN 37130
w wiserconsultants.com
t 615 278 1500
f 615 [illegible] 8130

7/23/14

Mr. William Banks
City of Franklin engineering
109 Third Avenue South
Franklin, TN 37064

RE: Contract 2012-0089 Third Avenue Extension – Contract Time Extension Request from the Parkes Company – review and comments

Dear Mr. Banks,

This letter is intended to make modifications to my previous letter dated 4/9/14 in which I recommended a contract time extension for the above project.

Mr. Banks as you may recall, the City, Wiser, and The Parkes Companies had a meeting on June 3, 2014 to discuss contract time, liquidated damages, and possible alternatives to resolving conflicting views about what constitutes a "weather day". In an effort to remove "human judgment" as to classifying a "weather day", I began looking for a standard system that may be used within our local region. Fortunately, I was able to find that the State of Tennessee Department of General Services, Real Estate Asset Management (STREAM) Designers Manual provides a baseline for average days allowed per month for weather related delays. This information can be found at http://www.tn.gov/generalserv/psm/rpa/documents/012620June2014.pdf. Therefore, I am revising my recommendation to take into account this baseline. My recommendation is as follows:

1. At the request of the City and Wiser Consultants, the Parkes Companies and their subcontractor had the retaining wall element of the bridge crossing Sharpes Branch, redesigned using Redi-Rock product in an effort to match the newly constructed bridge. This redesign, delivery time for material, and construction of wall #2 extension took 26 calendar days to complete. **As a result of the requested change, I recommend the addition of <u>26 calendar days</u> to the contract time for this item**.
2. During the excavation of the 5th Avenue sewer relocation for the Third Avenue project, the Parkes Companies encountered an enormous amount of unanticipated rock that had to be excavated to an average depth of 18'-20'. This rock was not indicated in the plans therefore the contractor assumed typical excavation times and practices for completion of the sewer installation. Contractor tried to hoe ram the rock for removal but eventually had to go to use blast and shot techniques for this removal. **As a result of the additional effort used to excavate the rock, I recommend the addition of <u>18 calendar days</u> to the contract time for this item.**

As a result of the recommendations indicated above the contract completion date would be modified from January 10, 2014 to February 23, 2014.

It is in the opinion of the City and Wiser that we investigate and consider weather or weather related impact days from April 10, 2013 (the last day of the previous time extension's weather impact days) to February 23, 2014 (the newly proposed completion date). By using the baseline method, I find the following:

Month	Weather Days requested by Parkes Companies from letter dated May 23, 2014	Baseline Weather Days per State of TN	Weather Days Allowed
April 2013	12	7	5
May 2013	11	7	4
June 2013	15	6	9
July 2013	13	7	6
August 2013	8	5	3
September 2013	15	4	11
October 2013	11	5	6
November 2013	12	6	6
December 2013	15	11	4
January 2014	13	12	1
February 2014	18	11	7
		Total Days Allowed	62

As a result of applying the baseline method indicated above, I recommend the addition of 62 calendar days to the contract as "weather impact days".

Therefore by allowing the addition of the 62 "weather impact" days, the contract completion date would be modified from February 23, 2014 to April 26, 2014.

I recommend that the City extended the contract completion date from January 10, 2014 to April 26, 2014 with the understanding that no further time extensions will be considered after the April 26, 2014 date. If the new contracted completion date is approved then the contractor would be charged liquidated damages at a contracted rate of $1500 per day from April 27, 2014 through June 18, 2014 (Substantial Completion Date). If new contracted completion date is approved then the total liquidated damages due by contractor will be $78,000 (52 days @ $1500.00 / day).

Should you have any questions or concerns contact me via e-mail or phone.

Sincerely,

Marty McWilliams

Marty McWilliams
Wiser Consultants

SiteSolutions
A PARKES COMPANY

105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com

September 19, 2014

William R. Evans III (Trey)
Direct Line: (615) 595-2433

Mr. William Banks
City of Franklin, TN
109 3rd Ave. S.
Franklin, TN 37064

Sent Via: E-mail

RE: 3rd Ave. N. Extension – Claim & Liquidated Damages

Dear Mr. Banks:

In regards to our claim for additional payments beyond what has already been billed for through our 9/19/14 pay app, The Parkes Companies, Inc. agrees to withdraw all claims on the 3rd Ave. N. project provided that the City of Franklin relinquishes all claims to liquidated damages and reimburses Parkes for all liquidated damage funds withheld to date immediately. The Parkes Companies, Inc. also agrees to not ask the City for any future claims on the 3rd Ave. N. project moving forward if all liquidated damage funds are released to us immediately.

Thank you for working with us to come to an amicable agreement here, and we look forward to working with the City of Franklin again in the future.

Sincerely,

SiteSolutions
A Parkes Company

William R. Evans III

William R. Evans III
Project Manager

City of Franklin Third Avenue North Extension
COF Contract No.: 2012-0089
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$56,154.70	1.00	56,154.70	56,154.70	0.00	0.00	0.00
201-01	CLEARING AND GRUBBING	LS	1	$10,605.00	1.00	10,605.00	10,605.00	0.00	0.00	0.00
202-02.01	REMOVAL OF PIPE (15" PIPE, 4TH AVE STA. 0+60)	L.F.	21	$15.96	21.00	335.16	335.16	0.00	0.00	0.00
202-02.02	REMOVAL OF PIPE (18" PIPE, 4TH AVE STA. 1+47)	L.F.	10	$16.75	10.00	167.50	167.50	0.00	0.00	0.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	5798	$3.60	6179.25	20,872.80	22,245.30	1,372.50	1,372.50	0.00
202-06.01	REMOVAL OF BUILDINGS (PARCEL 6.01) (METAL BARN)	LS	1	$1,563.19	1.00	1,563.19	1,563.19	0.00	0.00	0.00
202-04.50	REMOVAL OF STRUCTURES (BOX CULVERT) (2-BARREL12'x12')	LS	1	$11,784.70	1.00	11,784.70	11,784.70	0.00	0.00	0.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	5378	$12.51	5378.00	67,278.78	67,278.78	0.00	0.00	0.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	1609	$9.02	17.11	14,513.18	154.33	(14,358.85)	0.00	(14,358.85)
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	4146	$7.37	4146.00	30,556.02	30,556.02	0.00	0.00	0.00
203-05	UNDERCUTTING	C.Y.	200	$53.29	3829.05	10,658.00	204,050.07	193,392.07	193,392.07	0.00
203-06	WATER	M.G.	191	$5.86	0.00	1,119.26	0.00	(1,119.26)	0.00	(1,119.26)
203-08	CHANNEL EXCAVATION	C.Y.	4889	$7.56	4896.00	36,960.84	37,013.76	52.92	52.92	0.00
209-05	SEDIMENT REMOVAL	C.Y.	100	$8.79	6.00	879.00	52.74	(826.26)	0.00	(826.26)
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1774	$4.80	2671.00	8,515.20	12,820.80	4,305.60	4,305.60	0.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	3960	$1.01	1767.00	3,999.60	1,784.67	(2,214.93)	0.00	(2,214.93)
209-08.07	ROCK CHECK DAM	EACH	15	$336.44	6.00	5,046.60	2,018.64	(3,027.96)	0.00	(3,027.96)
209-09.01	SANDBAGS (SUSPENDED PIPE DIVERSION)	EACH	22200	$1.01	4150.00	22,422.00	4,191.50	(18,230.50)	0.00	(18,230.50)
209-09.03	SEDIMENT FILTER BAG (15'x15')	EACH	2	$217.15	6.00	434.30	1,302.90	868.60	868.60	0.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	10	$80.80	0.00	808.00	0.00	(808.00)	0.00	(808.00)
209-13.04	TURBIDITY CURTAINS	L.F.	160	$17.68	200.00	2,828.80	3,536.00	707.20	707.20	0.00
209-20.03	POLYETHYLENE SHEETING (6 MIL. MINIMUM)	S.Y.	195	$4.55	93.00	887.25	423.15	(464.10)	0.00	(464.10)
209-40.31	CATCH BASIN PROTECTION (TYPE B)	EACH	9	$116.15	0.00	1,045.35	0.00	(1,045.35)	0.00	(1,045.35)
209-65.04	TEMPORARY INSTREAM DIVERSION	L.F.	487	$20.20	687.00	9,837.40	13,877.40	4,040.00	4,040.00	0.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	4048	$15.15	7437.45	61,327.20	112,677.37	51,350.17	51,350.17	0.00
303-01.01	GRANULAR BACKFILL (BRIDGES)	TON	4600	$18.75	3932.78	86,250.00	73,739.63	(12,510.37)	0.00	(12,510.37)
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	10	$33.25	45.05	332.50	1,497.91	1,165.41	1,165.41	0.00
303-10.02	MINERAL AGGREGATE (SIZE 2)	TON	137	$27.71	0.00	3,796.27	0.00	(3,796.27)	0.00	(3,796.27)
303-10.04	MINERAL AGGREGATE (SIZE 7)	TON	13	$41.90	0.00	544.70	0.00	(544.70)	0.00	(544.70)
307-01.08	ASPHALT CONCRETE MIX (BPMB-HM) GRADING B-M2 (PG64-22)	TON	28	$202.00	35.87	5,656.00	7,245.74	1,589.74	1,589.74	0.00

City of Franklin Third Avenue North Extension

COF Contract No.: 2012-0089

Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
307-02.01	ASPHALT CONCRETE MIX (BPMB-HM) GRADING A (PG70-22)	TON	1377	$65.65	1324.56	90,400.05	86,957.36	(3,442.69)	0.00	(3,442.69)
307-02.08	ASPHALT CONCRETE MIX (BPMB-HM) GRADING B-M2 (PG70-22)	TON	678	$75.75	938.67	51,358.50	71,104.25	19,745.75	19,745.75	0.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	10	$707.00	8.50	7,070.00	6,009.50	(1,060.50)	0.00	(1,060.50)
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	35	$25.25	35.00	883.75	883.75	0.00	0.00	0.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	$606.00	2.40	606.00	1,454.40	848.40	848.40	0.00
411-01.11	GRADING D SURFACE (PG64-22)	TON	7.5	$454.50	27.57	3,408.75	12,530.57	9,121.82	9,121.82	0.00
411-02.10	ACS MIX GRADING D (PG70-22)	TON	480	$100.50	501.07	48,240.00	50,357.54	2,117.54	2,117.54	0.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	158	$70.70	0.00	11,170.60	0.00	(11,170.60)	0.00	(11,170.60)
604-01.02.01	STEEL BAR REINFORCEMENT (BELVEDERE WALL FOOTING)	LB.	2495	$1.52	2495.00	3,792.40	3,792.40	0.00	0.00	0.00
604-01.02.02	STEEL BAR REINFORCEMENT (BRIDGE FOOTING)	LB.	16015	$1.01	3541.00	16,175.15	3,576.41	(12,598.74)	0.00	(12,598.74)
604-01.02.03	STEEL BAR REINFORCEMENT (ELECTRIC PANEL PLATFORM)	LB.	520	$2.02	520.00	1,050.40	1,050.40	0.00	0.00	0.00
604-01.75	PRECAST CONCRETE BOLLARDS	EACH	11	$404.00	0.00	4,444.00	0.00	(4,444.00)	0.00	(4,444.00)
604-01.80	CONCRETE BRIDGE REMNANTS & FOOTER	EACH	12	$505.00	7.00	6,060.00	3,535.00	(2,525.00)	0.00	(2,525.00)
604-02.28	RETAINING WALL EXCAVATION (UNCLASSIFIED)	C.Y.	75	$16.12	75.00	1,209.00	1,209.00	0.00	0.00	0.00
604-03.07.01	CLASS A CONCRETE (BELVEDERE OVERLOOK FOOTING)	C.Y.	29	$202.00	33.00	5,858.00	6,666.00	808.00	808.00	0.00
604-03.07.02	CLASS A CONCRETE (BRIDGE AND WINGWALLS FOOTING)	C.Y.	217	$252.50	74.00	54,792.50	18,685.00	(36,107.50)	0.00	(36,107.50)
604-03.07.03	CLASS A CONCRETE (ELECTRIC PANEL PLATFORM)	C.Y.	3	$303.00	3.00	909.00	909.00	0.00	0.00	0.00
604-07.01	RETAINING WALL (HILLSBORO ROAD)	S.F.	723	$56.44	0.00	40,806.12	0.00	(40,806.12)	0.00	(40,806.12)
604-07.50	BELVEDERE WALL	S.F.	417	$24.24	417.00	10,108.08	10,108.08	0.00	0.00	0.00
604-07.51	PRECAST CONCRETE BENCH (BELVEDERE WALL)	S.F.	112	$41.41	112.00	4,637.92	4,637.92	0.00	0.00	0.00
604-07.52	PRECAST CONCRETE CAP (BELVEDERE WALL)	S.F.	252	$41.41	252.00	10,435.32	10,435.32	0.00	0.00	0.00
604-07.53	CRAB ORCHARD STONE VENEER	TON	113	$934.25	34.30	105,570.25	32,044.78	(73,525.47)	0.00	(73,525.47)
607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	12	$37.95	91.00	455.40	3,453.45	2,998.05	2,998.05	0.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1090	$39.52	1090.00	43,076.80	43,076.80	0.00	0.00	0.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	355	$50.71	299.00	18,002.05	15,162.29	(2,839.76)	0.00	(2,839.76)
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	208	$54.37	211.00	11,308.96	11,472.07	163.11	163.11	0.00
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	361	$71.52	339.00	25,818.72	24,245.28	(1,573.44)	0.00	(1,573.44)
607-50.60	THREE SIDED PRECAST CULVERT STRUCTURE (48' SPAN x 11' RISE INCLUDES ALL ASSEMBLY HARDWARE)	L.F.	64	$4,067.78	64.00	260,337.92	260,337.92	0.00	0.00	0.00
607-50.61	PRECAST WINGWALL (INCLDUES ASSEMBLY ALL HARDWARE)	EACH	4	$89,018.40	0.00	356,073.60	0.00	(356,073.60)	0.00	(356,073.60)
607-50.62	PRECAST HEADWALL (INCLDUES ASSEMBLY ALL HARDWARE)	EACH	2	$77,139.31	0.00	154,278.62	0.00	(154,278.62)	0.00	(154,278.62)

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610-11.90	BIOFILTRATION BASINS	L.F.	310	$55.98	310.00	17,353.80	17,353.80	0.00	0.00	0.00
611-01.01	MANHOLES, 0' - 4' DEPTH	EACH	1	$2,505.43	2.00	2,505.43	5,010.86	2,505.43	2,505.43	0.00
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	3	$2,606.46	3.00	7,819.38	7,819.38	0.00	0.00	0.00
611-01.03	MANHOLES, > 8' - 12' DEPTH	EACH	3	$4,170.26	4.00	12,510.78	16,681.04	4,170.26	4,170.26	0.00
611-01.20	ADJUSTMENT OF EXISTING SEWER MANHOLE CASTING	EACH	2	$442.29	2.00	884.58	884.58	0.00	0.00	0.00
611-01.23	ADJUSTMENT OF WATER VALVE CASTING	EACH	2	$189.15	2.00	378.30	378.30	0.00	0.00	0.00
611-02.10	JUNCTION BOX, TYPE 1	EACH	1	$2,772.19	0.00	2,772.19	0.00	(2,772.19)	0.00	(2,772.19)
611-02.98	JUNCTION BOX, WATER QUALITY VAULT MODEL 646	EACH	1	$20,744.46	1.00	20,744.46	20,744.46	0.00	0.00	0.00
611-02.99	JUNCTION BOX, WATER QUALITY VAULT MODEL 2466	EACH	1	$64,716.99	1.00	64,716.99	64,716.99	0.00	0.00	0.00
611-05.99	TRENCH DRAINS	EACH	16	$2,671.45	16.00	42,743.20	42,743.20	0.00	0.00	0.00
611-12.01	CATCH BASINS, TYPE 12, > 0' - 4' DEPTH	EACH	2	$2,670.48	3.00	5,340.96	8,011.44	2,670.48	2,670.48	0.00
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	8	$3,074.35	9.00	24,594.80	27,669.15	3,074.35	3,074.35	0.00
611-42.02	CATCH BASINS, TYPE 42, > 4' - 8' DEPTH	EACH	2	$2,490.20	1.00	4,980.40	2,490.20	(2,490.20)	0.00	(2,490.20)
611-42.03	CATCH BASINS, TYPE 42, > 8' - 12' DEPTH	EACH	2	$3,887.62	1.00	7,775.24	3,887.62	(3,887.62)	0.00	(3,887.62)
611-90.02	CATCH BASINS, TYPE 42 MOD. (WEEPHOLES) > 4' - 8' DEPTH	EACH	5	$2,168.22	5.00	10,841.10	10,841.10	0.00	0.00	0.00
620-01	STEEL RAILING (CUSTOM BRIDGE ARCHITECTURAL METAL GUARDRAIL)	L.F.	236	$1,146.95	236.00	270,680.20	270,680.20	0.00	0.00	0.00
620-05.02	STANDARD CONCRETE PARAPET RAIL	L.F.	48	$101.00	0.00	4,848.00	0.00	(4,848.00)	0.00	(4,848.00)
620-15	HANDRAIL ASSEMBLY (ELECTRIC PANEL PLATFORM)	L.F.	22	$202.00	22.00	4,444.00	4,444.00	0.00	0.00	0.00
630-01.98	5" METAL BOLLARD (FIXED)	EACH	3	$161.60	4.00	484.80	646.40	161.60	161.60	0.00
630-01.99	5" METAL BOLLARD (REMOVABLE)	EACH	1	$141.40	0.00	141.40	0.00	(141.40)	0.00	(141.40)
701-01.02	CONCRETE SIDEWALK (6 ")	S.F.	6385	$5.40	5579.10	34,479.00	30,127.14	(4,351.86)	0.00	(4,351.86)
701-01.20	BRICK SIDEWALK WITH CONCRETE BASE & ASPHALT SETTING BED	S.Y.	1108	$159.78	1080.00	177,036.24	172,562.40	(4,473.84)	0.00	(4,473.84)
701-01.21	BRICK HANDICAP RAMP	S.F.	481	$18.63	469.00	8,961.03	8,737.47	(223.56)	0.00	(223.56)
701-02.03	CONCRETE HANDICAP RAMP	S.F.	114	$14.29	0.00	1,629.06	0.00	(1,629.06)	0.00	(1,629.06)
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	223	$218.46	257.00	48,716.58	56,144.22	7,427.64	7,427.64	0.00
705-08.10	PORTABLE IMPACT ATTENUATOR	EACH	1	$4,444.00	0.00	4,444.00	0.00	(4,444.00)	0.00	(4,444.00)
706-01	GUARDRAIL REMOVED	L.F.	271	$2.02	271.00	547.42	547.42	0.00	0.00	0.00
707-01	TREE PROTECTION FENCE	L.F.	1512	$3.28	0.00	4,959.36	0.00	(4,959.36)	0.00	(4,959.36)
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	88.9	$46.58	0.00	4,140.96	0.00	(4,140.96)	0.00	(4,140.96)
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	65	$57.59	479.27	3,743.35	27,601.16	23,857.81	23,857.81	0.00

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709-05.08	MACHINED RIP-RAP (CLASS B)	TON	940	$39.14	1881.26	36,791.60	73,632.52	36,840.92	36,840.92	0.00
709-10.01	GABION WALL	C.Y.	780	$66.53	0.00	51,893.40	0.00	(51,893.40)	0.00	(51,893.40)
709-25	BOULDERS - AVERAGE 2-4 TON PER BOULDER	TON	723	$24.81	0.00	17,937.63	0.00	(17,937.63)	0.00	(17,937.63)
712-01	TRAFFIC CONTROL	LS	1	$2,222.00	1.00	2,222.00	2,222.00	0.00	0.00	0.00
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	500	$22.22	0.00	11,110.00	0.00	(11,110.00)	0.00	(11,110.00)
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	85	$25.25	20.00	2,146.25	505.00	(1,641.25)	0.00	(1,641.25)
712-04.50	PORTABLE BARRIER RAIL DELINEATOR	EACH	25	$11.11	0.00	277.75	0.00	(277.75)	0.00	(277.75)
712-05.03	WARNING LIGHTS (TYPE A)	EACH	93	$25.25	0.00	2,348.25	0.00	(2,348.25)	0.00	(2,348.25)
712-06.10	NEW SIGNS (CONSTRUCTION)	S.F.	220	$10.10	192.00	2,222.00	1,939.20	(282.80)	0.00	(282.80)
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	180	$35.35	200.00	6,363.00	7,070.00	707.00	707.00	0.00
712-09.01	REMOVABLE PAVEMENT MARKING LINE	L.F.	1120	$1.52	1536.00	1,702.40	2,334.72	632.32	632.32	0.00
712-09.02	REMOVABLE PAVEMENT MARKING (8" LINE)	L.F.	600	$1.92	0.00	1,152.00	0.00	(1,152.00)	0.00	(1,152.00)
712-09.30	REMOVABLE BLACK-OUT TAPE	L.F.	1156	$3.23	0.00	3,733.88	0.00	(3,733.88)	0.00	(3,733.88)
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	315	$35.35	410.00	11,135.25	14,493.50	3,358.25	3,358.25	0.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	75	$23.23	74.50	1,742.25	1,730.64	(11.61)	0.00	(11.61)
713-13.14	LIMESTONE STREET MARKER	EACH	2	$3,030.00	2.00	6,060.00	6,060.00	0.00	0.00	0.00
713-15.36	REMOVE SIGNS, POSTS, AND FOOTINGS	EACH	6	$101.00	6.00	606.00	606.00	0.00	0.00	0.00
713-16.20	SIGNS (BRONZE CITY LOGO PLAQUE)	EACH	10	$404.00	28.00	4,040.00	11,312.00	7,272.00	7,272.00	0.00
713-16.41	RELOCATE SIGN (HISTORICAL MARKERS)	LS	1	$2,525.00	0.00	2,525.00	0.00	(2,525.00)	0.00	(2,525.00)
714-01	STRUCTURAL LIGHTING (3RD AVE BRIDGE - INCLUDING POLE BASES)	LS	1	$36,462.01	1.00	36,462.01	36,462.01	0.00	0.00	0.00
714-01.20	STRUCTURAL LIGHTING (BELVEDERE OVERLOOK - INCLUDING POLE BASES)	LS	1	$36,848.84	1.00	36,848.84	36,848.84	0.00	0.00	0.00
714-01.37	LIGHT STANDARDS (PEDESTRIAN/STREET LIGHTS COMPLETE INCLUDING POLE BASES)	EACH	22	$5,452.99	22.00	119,965.78	119,965.78	0.00	0.00	0.00
714-02.02	ENCASED CONDUIT (2" PVS, SCH40)	L.F.	820	$11.11	80.00	9,110.20	888.80	(8,221.40)	0.00	(8,221.40)
714-02.03	ENCASED CONDUIT (3" PVS, SCH40)	L.F.	420	$12.12	0.00	5,090.40	0.00	(5,090.40)	0.00	(5,090.40)
714-02.04	ENCASED CONDUIT (1" PVC, SCH40)	L.F.	55	$11.11	0.00	611.05	0.00	(611.05)	0.00	(611.05)
714-02.05	ENCASED CONDUIT (4" PVC, SCH40)	L.F.	420	$15.15	260.00	6,363.00	3,939.00	(2,424.00)	0.00	(2,424.00)
714-02.06	ENCASED CONDUIT (6" PVC, SCH40)	L.F.	100	$31.31	100.00	3,131.00	3,131.00	0.00	0.00	0.00
714-02.07	ENCASED CONDUIT (1.25" PVC, SCH40)	L.F.	50	$11.11	10.00	555.50	111.10	(444.40)	0.00	(444.40)
714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCH40)	L.F.	1795	$8.59	2300.00	15,419.05	19,757.00	4,337.95	4,337.95	0.00
714-03.02	DIRECT BURIAL CONDUIT (3" PVC, SCH40)	L.F.	1350	$10.10	1590.00	13,635.00	16,059.00	2,424.00	2,424.00	0.00

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714-03.03	DIRECT BURIAL CONDUIT (1" PVC, SCH40)	L.F.	885	$8.99	1825.00	7,956.15	16,406.75	8,450.60	8,450.60	0.00
714-03.05	DIRECT BURIAL CONDUIT (1/2" PVC, SCH40)	L.F.	40	$7.07	60.00	282.80	424.20	141.40	141.40	0.00
714-03.06	DIRECT BURIAL CONDUIT (3/4" PVC, SCH40)	L.F.	612	$7.07	590.00	4,326.84	4,171.30	(155.54)	0.00	(155.54)
714-03.08	DIRECT BURIAL CONDUIT (1.5" PVC, SCH40)	L.F.	500	$9.19	290.00	4,595.00	2,665.10	(1,929.90)	0.00	(1,929.90)
714-05.05	PULL BOXES WITH TRAFFIC RATED COVER (24"X24"X12")	EACH	7	$587.82	7.00	4,114.74	4,114.74	0.00	0.00	0.00
714-05.06	PULL BOXES WITH TRAFFIC RATED COVER (18"X18"X8")	EACH	4	$446.42	4.00	1,785.68	1,785.68	0.00	0.00	0.00
714-06.02	CABLE (1/C #12 AWG)	L.F.	1440	$0.51	1245.00	734.40	634.95	(99.45)	0.00	(99.45)
714-06.03	CABLE (1/C #10 AWG)	L.F.	3554	$0.61	3506.00	2,167.94	2,138.66	(29.28)	0.00	(29.28)
714-06.04	CABLE (1/C #8 AWG)	L.F.	5291	$0.71	6369.00	3,756.61	4,521.99	765.38	765.38	0.00
714-06.05	CABLE (1/C #6 AWG)	L.F.	3030	$1.31	4044.00	3,969.30	5,297.64	1,328.34	1,328.34	0.00
714-06.07	CABLE (1/C #2 AWG)	L.F.	1500	$1.92	975.00	2,880.00	1,872.00	(1,008.00)	0.00	(1,008.00)
714-06.08	CABLE (1/C #1 AWG)	L.F.	150	$2.22	45.00	333.00	99.90	(233.10)	0.00	(233.10)
714-25	ELECTRICAL CONNECTION	EACH	2	$1,075.65	2.00	2,151.30	2,151.30	0.00	0.00	0.00
714-25.22	INSTALL SERVICE RISER	EACH	2	$450.46	0.00	900.92	0.00	(900.92)	0.00	(900.92)
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	42	$19.19	0.00	805.98	0.00	(805.98)	0.00	(805.98)
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	49	$9.09	78.00	445.41	709.02	263.61	263.61	0.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	$121.20	3.00	484.80	363.60	(121.20)	0.00	(121.20)
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	36	$19.19	0.00	690.84	0.00	(690.84)	0.00	(690.84)
716-02.12	PLASTIC PAVEMENT MARKING (STRAIGHT - TURN ARROW)	EACH	3	$181.80	3.00	545.40	545.40	0.00	0.00	0.00
716-02.13	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	2	$353.50	2.00	707.00	707.00	0.00	0.00	0.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.605	$3,030.00	2.24	1,833.15	6,775.08	4,941.93	4,941.93	0.00
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	49	$8.08	0.00	395.92	0.00	(395.92)	0.00	(395.92)
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	3	$50.50	0.00	151.50	0.00	(151.50)	0.00	(151.50)
716-05.09	PAINTED PAVEMENT MARKING (CROSSWALK)	L.F.	36	$8.08	0.00	290.88	0.00	(290.88)	0.00	(290.88)
716-05.12	PAINTED PAVEMENT MARKING (STRAIGHT - TURN ARROW)	EACH	3	$101.00	0.00	303.00	0.00	(303.00)	0.00	(303.00)
716-05.13	PAINTED PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	2	$202.00	0.00	404.00	0.00	(404.00)	0.00	(404.00)
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	690	$1.36	120.00	938.40	163.20	(775.20)	0.00	(775.20)
716-08.04	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	8.3	$20.20	15.50	167.66	313.10	145.44	145.44	0.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	1	$75.75	1.00	75.75	75.75	0.00	0.00	0.00
716-13.01	SPRAY THERMO PVMT MRKNG (60 MIL) (4 IN LINE)	L.M.	0.095	$5,555.00	0.00	527.73	0.00	(527.73)	0.00	(527.73)

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716-13.06	SPRAY THERMO PVMT MRKNG (40 MIL) (4 IN LINE)	L.M.	0.605	$5,050.00	0.13	3,055.25	646.40	(2,408.85)	0.00	(2,408.85)
717-01	MOBILIZATION	LS	1	$249,289.31	1.00	249,289.31	249,289.31	0.00	0.00	0.00
721-01.07	RAIN BIRD 1806-SAM-PRS 6" POP-UP SPRAY SPRINKLER W\NOZZLE	EACH	208	$26.60	301.00	5,532.80	8,006.60	2,473.80	2,473.80	0.00
721-01.08	RAIN BIRD 1806-SAM-P45 6" POP-UP ROTARY SPRINKLER W\NOZZLE	EACH	53	$32.60	60.00	1,727.80	1,956.00	228.20	228.20	0.00
721-01.09	RAIN BIRD 5006-PL-PC, FC-PC 6" ROTOR SPRINKLER	EACH	70	$36.99	91.00	2,589.30	3,366.09	776.79	776.79	0.00
721.01.10	RAIN BIRD 5012-PL-PC, FC-PC 12" ROTOR SPRINKLER	EACH	18	$47.47	0.00	854.46	0.00	(854.46)	0.00	(854.46)
721.01.11	RAIN BIRD XCZ-100-PRB-COM 1" DRIP CONTROL VALVE W\BOX	EACH	16	$374.25	2.00	5,988.00	748.50	(5,239.50)	0.00	(5,239.50)
721-01.12	RAIN BIRD ARV050 AIR RELEASE W\BOX	EACH	13	$23.08	2.00	300.04	46.16	(253.88)	0.00	(253.88)
721-01.13	F1/2" DRIP FLUSH VALVE W\BOX	EACH	3	$30.57	2.00	91.71	61.14	(30.57)	0.00	(30.57)
721-01.14	RAIN BIRD XFS-06-12 DRIP LINE WITH FITTINGS\STAKES	L.F.	5400	$1.46	2400.00	7,884.00	3,504.00	(4,380.00)	0.00	(4,380.00)
721-01.15	RAIN BIRD XFS-06-18 DRIP LINE WITH FITTINGS\STAKES	L.F.	6400	$1.41	0.00	9,024.00	0.00	(9,024.00)	0.00	(9,024.00)
721-01.16	RAIN BIRD PES-100 1" CONTROL VALVE W\BOX	EACH	6	$244.94	14.00	1,469.64	3,429.16	1,959.52	1,959.52	0.00
721-01.17	RAIN BIRD PESBR-150 1.5" CONTROL VALVE W\BOX	EACH	20	$300.32	20.00	6,006.40	6,006.40	0.00	0.00	0.00
721-01.18	SUPERIOR #310 N.O. MASTER VALVE W/BOX AND WIRE	EACH	1	$840.38	1.00	840.38	840.38	0.00	0.00	0.00
721-01.23	RAIN BIRD 33LRC 1" QUICK COUPLING VALVE W\BOX , KEY AND HOSE SWIVEL	EACH	18	$324.54	18.00	5,841.72	5,841.72	0.00	0.00	0.00
721-01.24	MATCO 770S PVC ISOLATION VALVE 2" W\BOX	EACH	6	$68.13	4.00	408.78	272.52	(136.26)	0.00	(136.26)
721-01.25	BASELINE 3200X WALL MOUNT TWO WIRE CONTROLLER INSTALLED, TESTED, PROGRAMMED	EACH	1	$4,931.83	1.00	4,931.83	4,931.83	0.00	0.00	0.00
721.01-27	BASELINE PFS FLOW SENSOR W\WIRE AND VALVE BOX	EACH	1	$1,328.50	1.00	1,328.50	1,328.50	0.00	0.00	0.00
721-01.29	BASELINE BL-5315 MOISTURE SENSOR W\WIRE AND VALVE BOX	EACH	4	$689.96	4.00	2,759.84	2,759.84	0.00	0.00	0.00
721-01.30	CLASS 200 PVC LATERAL PIPE 3/4" AND FITTINGS	L.F.	8500	$0.58	0.00	4,930.00	0.00	(4,930.00)	0.00	(4,930.00)
721-01.32	CLASS 200 PVC LATERAL PIPE 1" AND FITTINGS	L.F.	1400	$0.61	8665.00	854.00	5,285.65	4,431.65	4,431.65	0.00
721-01.33	CLASS 200 PVC LATERAL PIPE 1.50" AND FITTINGS	L.F.	1000	$1.34	1130.00	1,340.00	1,514.20	174.20	174.20	0.00
721-01.35	CLASS 200 PVC MAINLINE PIPE 1.50" AND FITTINGS	L.F.	100	$1.39	0.00	139.00	0.00	(139.00)	0.00	(139.00)
721-01.36	CLASS 200 PVC MAINLINE PIPE 2" AND FITTINGS	L.F.	2000	$2.03	3052.00	4,060.00	6,195.56	2,135.56	2,135.56	0.00
721.01.37	SCH 40 PVC SLEEVE 3"	L.F.	160	$4.15	160.00	664.00	664.00	0.00	0.00	0.00
721.01.38	SCH 40 PVC SLEEVE 4"	L.F.	280	$6.06	481.00	1,696.80	2,914.86	1,218.06	1,218.06	0.00
721.01.39	2 WIRE 14 GA CONTROL WIRE AND WIRE SPLICES	L.F.	3000	$1.11	3715.00	3,330.00	4,123.65	793.65	793.65	0.00
721.01.40	GROUNDING POINT, 8' GROUND ROD BASELINE BL-LA01 LIGHTNING ARRESTOR, #6 BARE COPPER WIRE W/BOX	EACH	7	$418.45	7.00	2,929.15	2,929.15	0.00	0.00	0.00
721.01.41	BASELINE BL-5201 SINGLE STATION BICODER	EACH	37	$356.91	36.00	13,205.67	12,848.76	(356.91)	0.00	(356.91)

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Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
725-02.79	FIBER SPLICE ENCLOSURE (COMPLETE)	EACH	2	$824.16	2.00	1,648.32	1,648.32	0.00	0.00	0.00
730-16.14	CONTROLLER (ELECTRIC SERVICE AT BRIDGE)	EACH	1	$4,111.71	1.00	4,111.71	4,111.71	0.00	0.00	0.00
730-16.15	CONTROLLER (CITY LIGHTING ELECTRIC SERVICE)	EACH	1	$3,265.33	1.00	3,265.33	3,265.33	0.00	0.00	0.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	1200	$2.37	1405.73	2,844.00	3,331.58	487.58	487.58	0.00
774-01.57	INSTALL FIBER OPTIC CABLE (96F) 60F SAME	L.F.	1800	$2.42	1900.00	4,356.00	4,598.00	242.00	242.00	0.00
774-01.72	FIBER SPLCE	EACH	120	$41.41	12.00	4,969.20	496.92	(4,472.28)	0.00	(4,472.28)
774-01.84	INSTALL RISER (FIBER)	EACH	1	$280.78	1.00	280.78	280.78	0.00	0.00	0.00
775-20.21	CLASS B CONCRETE FOR KICKERS	CY	12	$247.41	12.00	2,968.92	2,968.92	0.00	0.00	0.00
775-20.20	DUCTILE IRON FITTINGS	LB	2000	$5.76	540.10	11,520.00	3,110.98	(8,409.02)	0.00	(8,409.02)
775-20.13	FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	3	$3,743.00	3.00	11,229.00	11,229.00	0.00	0.00	0.00
775-20.14	10 IN CLASS 52, D.I.P., PRESSURE RATING 350 PSI	L.F.	1330	$76.29	0.00	101,465.70	0.00	(101,465.70)	0.00	(101,465.70)
775-20.15	6 IN CLASS 52, D.I.P., PRESSURE RATING 350 PSI	L.F.	30	$62.27	1373.00	1,868.10	85,496.71	83,628.61	83,628.61	0.00
775-20.16	3 IN CLASS 52, D.I.P., PRESSURE RATING 350 PSI (FUTURE USE)	L.F.	20	$64.68	20.00	1,293.60	1,293.60	0.00	0.00	0.00
775-20.17	2 IN SCH. 40 PVC (OUTSIDE ROADWAY)	L.F.	20	$17.68	0.00	353.60	0.00	(353.60)	0.00	(353.60)
775-20.18	10 IN X 4 IN TAPPING SLEEVE AND VALVE WITH TRAFFIC RATED VALVE BOX AND COVER	EACH	1	$4,515.42	0.00	4,515.42	0.00	(4,515.42)	0.00	(4,515.42)
775-20.19	10 IN X 8 IN TAPPING SLEEVE AND VALVE WITH TRAFFIC RATED VALVE BOX AND COVER	EACH	1	$5,397.51	0.00	5,397.51	0.00	(5,397.51)	0.00	(5,397.51)
775-20.22	10 IN X 10 IN X 4 IN D.I.P. TEE	EACH	2	$1,041.39	0.00	2,082.78	0.00	(2,082.78)	0.00	(2,082.78)
775-20.23	10 IN X10 IN X 6 IN D.I.P. TEE	EACH	3	$1,842.47	0.00	5,527.41	0.00	(5,527.41)	0.00	(5,527.41)
775-20.24	4 IN X 2 IN REDUCER	EACH	1	$181.86	1.00	181.86	181.86	0.00	0.00	0.00
775-20.25	4 IN X 3 IN REDUCER	EACH	1	$139.25	1.00	139.25	139.25	0.00	0.00	0.00
775-20.26	10 IN 45° BEND (D.I.P.)	EACH	2	$796.53	0.00	1,593.06	0.00	(1,593.06)	0.00	(1,593.06)
775-20.28	2 IN WATER METER BOX (INSTALLED)	EACH	1	$4,714.85	1.00	4,714.85	4,714.85	0.00	0.00	0.00
777-05.20	6 IN SDR35 PVC GRAVITY SEWER PIPE (OUTSIDE ROADWAY)	L.F.	40	$33.66	37.00	1,346.40	1,245.42	(100.98)	0.00	(100.98)
777-05.21	8 IN D.I.P. GRAVITY SEWER PIPE (OUTSIDE ROADWAY)	L.F.	100	$87.94	74.00	8,794.00	6,507.56	(2,286.44)	0.00	(2,286.44)
777-05.22	6" STEEL PIPE VENT ASSEMBLY	EACH	1	$5,207.68	1.00	5,207.68	5,207.68	0.00	0.00	0.00
777-05.23	SANITARY SEWER CLEANOUT ASSEMBLY	EACH	1	$583.82	1.00	583.82	583.82	0.00	0.00	0.00
777-05.24	8 IN SDR35 PVC GRAVITY SEWER PIPE (INSIDE ROADWAY, FULL DEPTH CRUSHED STONE BACKFILL, <15' DEEP)	L.F.	130	$67.58	170.00	8,785.40	11,488.60	2,703.20	2,703.20	0.00
777-05.25	12 IN SDR35 PVC GRAVITY SEWER PIPE (INSIDE ROADWAY, FULL DEPTH CRUSHED STONE BACKFILL, <15' DEEP)	L.F.	950	$66.16	957.48	62,852.00	63,346.88	494.88	494.88	0.00

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777-05.26	12 IN D.I.P. GRAVITY SEWER PIPE (INSIDE ROADWAY, FULL DEPTH CRUSHED STONE BACKFILL, <15' DEEP)	L.F.	290	$120.77	287.81	35,023.30	34,758.81	(264.49)	0.00	(264.49)
777-05.27	18 IN SDR35 PVC GRAVITY SEWER PIPE(INSIDE ROADWAY, FULL DEPTH CRUSHED STONE BACKFILL, <15' DEEP)	L.F.	40	$218.55	38.00	8,742.00	8,304.90	(437.10)	0.00	(437.10)
777-05.28	18 IN SDR35 PVC SANITARY SEWER (OUTSIDE ROADWAY, FULL DEPTH CRUSHED STONE BACKFILL, <15' DEEP)	L.F.	90	$81.48	86.00	7,333.20	7,007.28	(325.92)	0.00	(325.92)
777-05.29	24 IN D.I.P. GRAVITY SEWER PIPE (INSIDE ROADWAY, FULL DEPTH CRUSHED STONE BACKFILL, >15' DEEP)	L.F.	70	$360.80	66.00	25,256.00	23,812.80	(1,443.20)	0.00	(1,443.20)
777-05.30	30 IN D.I.P. GRAVITY SEWER (INSIDE ROADWAY, FULL DEPTH CRUSHED STONE BACKFILL, >15' DEEP)	L.F.	290	$413.21	290.00	119,830.90	119,830.90	0.00	0.00	0.00
777-05.31	18 IN FRP GRAVITY SEWER PIPE (AERIAL PIPE CROSSING UNDER BRIDGE)	L.F.	230	$242.73	240.00	55,827.90	58,255.20	2,427.30	2,427.30	0.00
777-05.32	24 IN DIA STEEL ENCASEMENT PIPE (0.344" WALL THICKNESS)	L.F.	70	$178.40	70.00	12,488.00	12,488.00	0.00	0.00	0.00
777-05.33	CONCRETE PIPE SUPPORTS (6 FT - 8 FT TALL)	EACH	2	$7,749.72	2.00	15,499.44	15,499.44	0.00	0.00	0.00
777-05.34	TELEVISE NEW SANITARY SEWER	L.F.	2120	$1.01	0.00	2,141.20	0.00	(2,141.20)	0.00	(2,141.20)
777-05.35	4 FT DIA PRECAST CONC MANHOLE (0' -15' DEEP) (SEE DETAIL)	EACH	12	$3,290.05	13.00	39,480.60	42,770.65	3,290.05	3,290.05	0.00
777-05.36	4 FT DIA PRECAST "DOGHOUSE" MANHOLE	EACH	2	$4,185.80	2.00	8,371.60	8,371.60	0.00	0.00	0.00
777-05.37	WATERTIGHT FRAME AND CASTING (SEE DETAIL)	EACH	14	$645.11	14.00	9,031.54	9,031.54	0.00	0.00	0.00
777-05.38	CONCRETE CHECK DAMS	CY	20	$222.20	7.00	4,444.00	1,555.40	(2,888.60)	0.00	(2,888.60)
777-05.39	REMOVE EXISTING MANHOLE	EACH	1	$2,722.94	3.00	2,722.94	8,168.82	5,445.88	5,445.88	0.00
777-05.40	ABANDON EXISTING MANHOLE (SEE DETAIL)	EACH	5	$1,123.26	2.00	5,616.30	2,246.52	(3,369.78)	0.00	(3,369.78)
777-05.41	REMOVE EXISTING SANITARY SEWER LINES (SEE PLANS)	L.F.	330	$11.48	330.00	3,788.40	3,788.40	0.00	0.00	0.00
777-05.42	ABANDON EXISTING SEWER LINES IN PLACE	L.F.	1261	$6.90	1261.00	8,700.90	8,700.90	0.00	0.00	0.00
777-05.43	CONNECTION TO EXISTING MANHOLE	EACH	2	$1,001.28	1.00	2,002.56	1,001.28	(1,001.28)	0.00	(1,001.28)
777-14-61	FLOWABLE FILL (FOR BACKFILL)	CY	111	$81.38	20.00	9,033.18	1,627.60	(7,405.58)	0.00	(7,405.58)
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	34	$35.64	261.04	1,211.76	9,303.47	8,091.71	8,091.71	0.00
801-03	WATER (SEEDING & SODDING)	M.G.	10	$101.00	10.00	1,010.00	1,010.00	0.00	0.00	0.00
801-01.70	FESCUE SEED BLEND	UNIT	102.1	$7.07	110.10	721.85	778.41	56.56	56.56	0.00
801-01.71	HYDROSEED RIVERBANK SEED MIX	UNIT	19.6	$65.65	0.00	1,286.74	0.00	(1,286.74)	0.00	(1,286.74)
801-01.72	RIVER OATS SEED	UNIT	1.5	$151.50	0.00	227.25	0.00	(227.25)	0.00	(227.25)
802-01.11	AMELANCHIER CANADENSIS - 3 STEMS @ 1.5" CAL, B&B, 10' HT	EACH	9	$196.95	8.00	1,772.55	1,575.60	(196.95)	0.00	(196.95)
802-01.12	ACER RUBRUM - 3 STEMS @ 1.5" CAL, B&B, 14' HT	EACH	2	$196.95	2.00	393.90	393.90	0.00	0.00	0.00
802-01.13	ACER RUBRUM 'OCTOBER GLORY' - 4" CAL, B&B, 18' HT	EACH	35	$454.50	34.00	15,907.50	15,453.00	(454.50)	0.00	(454.50)
802-01.14	BETULA NIGRA 'DURAHEAT' - 1 STEM @ 3" CAL, 2 STEMS @ 2" CAL, B&B, 20' HT	EACH	7	$227.25	7.00	1,590.75	1,590.75	0.00	0.00	0.00

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802-01.15	CERCIS CANADENSIS - 1 STEM @ 2" CAL, 2 STEMS @ 1.5" CAL, B&B, 12' HT	EACH	16	$196.95	16.00	3,151.20	3,151.20	0.00	0.00	0.00
802-01.16	PLATANUS X ACERIFOLIA - 4" CAL, B&B, 20' HT	EACH	1	$454.50	0.00	454.50	0.00	(454.50)	0.00	(454.50)
802-01.17	PINUS VIRGINIANA - 3" CAL, B&B, 12' HT	EACH	35	$196.95	35.00	6,893.25	6,893.25	0.00	0.00	0.00
802-01.18	QUERCUS PHELLOS 'HIGHTOWER' - 4" CAL, B&B, 20' HT	EACH	10	$454.50	10.00	4,545.00	4,545.00	0.00	0.00	0.00
802-03.11	CALLICARPA AMERICANA - 24" SPD X 30" HT, CONT	EACH	11	$75.75	11.00	833.25	833.25	0.00	0.00	0.00
802-03.12	CORNUS AMOMUM, 36" SPD X 60" HT, B&B	EACH	7	$166.65	7.00	1,166.55	1,166.55	0.00	0.00	0.00
802-03.13	HYDRANGEA QUERCIFOLIA - 36" SPD X 48" HT, CONT	EACH	35	$75.75	35.00	2,651.25	2,651.25	0.00	0.00	0.00
802-03.14	HAMAMELIS VIRGINIANA - 72" HT, B&B	EACH	4	$151.50	4.00	606.00	606.00	0.00	0.00	0.00
802-03.15	ITEA VIRGINICA 'HENRY'S GARNET' - 18" SPD X 24" HT, CONT	EACH	524	$19.19	402.00	10,055.56	7,714.38	(2,341.18)	0.00	(2,341.18)
802-03.16	ILEX VERTICILLATA 'WINTER RED' - 30" SPD X 48" HT, CONT	EACH	16	$75.75	16.00	1,212.00	1,212.00	0.00	0.00	0.00
802-04.11	ARUNDINARIA GIGANTEA - 2' SPD X 8' HT, CONT	EACH	7	$95.95	0.00	671.65	0.00	(671.65)	0.00	(671.65)
802-04.12	CHASMANTHIUM LATIFLIUM - 1 GAL, CONT	EACH	783	$9.09	783.00	7,117.47	7,117.47	0.00	0.00	0.00
802-04.13	JUNCUS EFFUSUS - 1 GAL, CONT	EACH	623	$9.09	623.00	5,663.07	5,663.07	0.00	0.00	0.00
802-04.14	SORGHASTRUM NUTANS - 1 GAL, CONT	EACH	455	$9.09	455.00	4,135.95	4,135.95	0.00	0.00	0.00
802-05.01	TEMPORARY TREE PROTECTION	L.F.	1512	$3.79	1622.00	5,730.48	6,147.38	416.90	416.90	0.00
803-01	FESCUE SOD	SY	7233	$2.88	9988.00	20,831.04	28,765.44	7,934.40	7,934.40	0.00
806-02.03	PROJECT MOWING CYCLE	CYCLE	2	$252.50	3.00	505.00	757.50	252.50	252.50	0.00
815-12.04	EROSION CONTROL BLANKET (TYPE IV)	S.Y.	2153	$3.79	3725.33	8,159.87	14,119.00	5,959.13	5,959.13	0.00
920-02.12	BRICK PAVER CROSSWALK WITH CONCRETE BAND	S.F.	1769	$27.41	1671.20	48,488.29	45,807.59	(2,680.70)	0.00	(2,680.70)
920-10.01	BRIDGE COLUMNS (COMPLETE - DOES NOT INCLUDE FOOTING)	EACH	8	$7,912.34	0.00	63,298.72	0.00	(63,298.72)	0.00	(63,298.72)
920-10.02	ELECTRIC SERVICE BOX (12"X12"X12", TRAFFIC RATED)	EACH	22	$312.09	22.00	6,865.98	6,865.98	0.00	0.00	0.00
920-10.03	BELVEDERE OVERLOOK (BICENTENNIAL PARK) SIGN	EACH	1	$50,500.00	1.00	50,500.00	50,500.00	0.00	0.00	0.00
920-10.04	ELECTRIC PANEL PLATFORM SPLT FACE CMU	S.F.	320	$18.18	320.00	5,817.60	5,817.60	0.00	0.00	0.00
920-10.05	ELECTRIC PANEL PLATFORM LADDER	EACH	1	$1,515.00	1.00	1,515.00	1,515.00	0.00	0.00	0.00
FRK-IRR	CITY OF FRANKLIN 2" IRRIGATION TAPPING FEE	LS	1	$9,262.00	1.00	9,262.00	9,262.00	0.00	0.00	0.00
FRK-CONT	*10 %Contingency*		1	$435,920.88		435,920.88	412,274.47	(23,646.41)	0.00	(23,646.41)
Contract Credit for Time and Travel for Mike Clark - Clark Irrigation. This credit was due to LSI not having punchlist items completed at time of follow up inpsection.			-1	$1,050.00	-1.00		(1,050.00)	(1,050.00)	0.00	(1,050.00)
Error in Original Bid Calculations by Parkes Companies			-1	$2.93		(2.93)	0.00	2.93	2.93	0.00

Original Contract Amount **4,795,129.72**

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	CHANGE ORDER ITEMS									
Change Order #1										
604-07.01	Retaining Wall (Hillsboro Rd) (Deduct)	S.F	-723	$56.44		(40,806.12)	0.00	40,806.12	40,806.12	0.00
607-50.61	Precast Wingwall (includes Assembly & All Hardware) (Deduct)	Each	-4	$89,018.40		(356,073.60)	0.00	356,073.60	356,073.60	0.00
607-50.62	Precast Headwall (includes Assembly & All Hardware) (Deduct)	Each	-2	$77,139.31		(154,278.62)	0.00	154,278.62	154,278.62	0.00
709-10.01	Gabion Wall	C.Y.	-780	$66.53		(51,893.40)	0.00	51,893.40	51,893.40	0.00
920-10.01	Bridge Columns (Complete – Does not Include Footing) (Deduct)	Each	-8	$7,912.34		(63,298.72)	0.00	63,298.72	63,298.72	0.00
604-07.50	RETAINING WALL (REDI ROCK - LEDGESTONE -CRAB ORCHARD IN LIEU OF WINGWALLS) SINGLE FACED	S.F.	100	$34.34	2831.40	3,434.00	97,230.28	93,796.28	93,796.28	0.00
604-07.51	RETAINING WALL (REDI ROCK - LEDGESTONE -CRAB ORCHARD IN LIEU OF WINGWALLS) DOUBLE FACED	S.F.	2500	$40.40	0.00	101,000.00	0.00	(101,000.00)	0.00	(101,000.00)
604-07.52	RETAINING WALL (REDI ROCK - LEDGESTONE -CRAB ORCHARD IN LIEU OF GABION WALLS) SINGLE FACED	S.F.	840	$34.34	1521.00	28,845.60	52,231.14	23,385.54	23,385.54	0.00
604-07.53	RETAINING WALL (REDI ROCK - LEDGESTONE -CRAB ORCHARD IN LIEU OF CIP RETAINING WALLS) SINGLE FACED	S.F.	145	$34.34	282.00	4,979.30	9,683.88	4,704.58	4,704.58	0.00
604-07.54	RETAINING WALL (REDI ROCK - LEDGESTONE -CRAB ORCHARD IN LIEU OF CIP RETAINAING WALLS) DOUBLE FACED	S.F.	578	$40.40	0.00	23,351.20	0.00	(23,351.20)	0.00	(23,351.20)
604-07.55	RETAINING WALL (REDI ROCK - LEDGESTONE -CRAB ORCHARD IN LIEU OF BOULDERS) SINGLE FACED	S.F.	2250	$34.34	0.00	77,265.00	0.00	(77,265.00)	0.00	(77,265.00)
604-07.56	RETAINING WALL (REDI ROCK - LEDGESTONE -CRAB ORCHARD IN LIEU OF BOUDERS) DOUBLE FACED	S.F.	275	$40.40	0.00	11,110.00	0.00	(11,110.00)	0.00	(11,110.00)
	BID AMOUNT CORRECTION (errors in original calculations)		1	$2.93	0.00	2.93	0.00	(2.93)	0.00	(2.93)
					Change Order #1 Total	(416,362.43)				
Change Order #2										
775-20.29	2" REDUCED PRESSURE BACKFLOW PREVENTER	EACH	1	$4,004.00	1.00	4,004.00	4,004.00	0.00	0.00	0.00
775-20.30	2" METAL BALL VALVE ASSEMBLY	EACH	1	$1,148.00	1.00	1,148.00	1,148.00	0.00	0.00	0.00
775-20.31	4" CLASS 52, DIP PRESSURE RATING 350 PSI (20 LF STICK OF PIPE)	LS	1	$623.00	0.00	623.00	0.00	(623.00)	0.00	(623.00)
775-20.32	2" SOFT COPPER (40 LF ROLL)	LS	1	$1,232.00	1.00	1,232.00	1,232.00	0.00	0.00	0.00
740-10.04	GEOTEXTILE (TYPIV) (STABILIZATION)	SY	5000	$1.34	3965.00	6,700.00	5,313.10	(1,386.90)	0.00	(1,386.90)
FRK-LOSS1	ADDITIONAL COMPENSATION FOR ENGINEERING AND PRODUCTION LOSS DUE TO CHANGE FROM PRECAST ENDWALLS AND HEADWALLS TO ALTERNATE PRODUCT	LS	1	$6,000.00	1.00	6,000.00	6,000.00	0.00	0.00	0.00
201-01	CLEARING AND GRUBBING (ADDITIONAL)	LS	1	$4,000.00	1.00	4,000.00	4,000.00	0.00	0.00	0.00
105-01	CONSTRUCTION STAKES, LINES, AND GRADES (ADDITIONAL)	LS	1	$1,000.00	1.00	1,000.00	1,000.00	0.00	0.00	0.00
FRK-CONT	Modify Contingency Amount from $435,920.88 to $411,213.88 to cover additional items	LS	-1	$24,707.00		(24,707.00)	0.00	24,707.00	24,707.00	0.00

City of Franklin Third Avenue North Extension
COF Contract No.: 2012-0089
Final Change Order Summary

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference between Final Cost and Estimated Cost	Additions	Deductions
					Change Order #2 Total	**0.00**				
Change Order #3										
775-20.18	10 IN x 4 IN Tapping Sleeve and Valve with Traffic Rated Valve Box and Cover (Deduct)	Each	-1	$4,515.42		(4,515.42)	0.00	4,515.42	4,515.42	0.00
775-20.19	10 IN x 8 IN Tapping Sleeve and Valve with Traffic Rated Valve Box and Cover (Deduct)	Each	-1	$5,397.51		(5,397.51)	0.00	5,397.51	5,397.51	0.00
775-20.22	10 IN x 10 IN x 4 IN D.I.P Tee (Deduct)	Each	-2	$1,041.39		(2,082.78)	0.00	2,082.78	2,082.78	0.00
775-20.23	10 IN x 10 IN x 6 IN D.I.P Tee (Deduct)	Each	-3	$1,842.47		(5,527.41)	0.00	5,527.41	5,527.41	0.00
775-20.26	10 IN 45^{0} Bend (D.I.P)	Each	-2	$796.53		(1,593.06)	0.00	1,593.06	1,593.06	0.00
775-20.33	6 IN x 2 IN Tapping Sleeve and Valve with Traffic Rated Valve Box and Cover	Each	1	$4,122.09		4,122.09	0.00	(4,122.09)	0.00	(4,122.09)
775-20.34	6 IN x 8 IN Tapping Sleeve and Valve with Traffic Rated Valve Box and Cover	Each	1	$4,871.58	1.00	4,871.58	4,871.58	0.00	0.00	0.00
775-20.35	6 IN x 6 IN x 4 IN D.I.P Tee	Each	2	$649.02	2.00	1,298.04	1,298.04	0.00	0.00	0.00
775-20.36	6 IN x 6 IN x 6 IN D.I.P Tee	Each	3	$1,196.47	3.00	3,589.41	3,589.41	0.00	0.00	0.00
775-20.37	6 IN 45^{0} Bend (D.I.P)	Each	2	$433.37	4.00	866.74	1,733.48	866.74	866.74	0.00
604-07.56	Retaining Wall (Redi Rock – Ledgestone – Crab Orchard in Lieu of Headwalls) Single Faced, Columns, Poured backing for walls with elevation changes, and cutting around base.	LS	1	$151,397.00	1.00	151,397.00	151,397.00	0.00	0.00	0.00
604-07.57	Limestone Caps (Provide and install all Limestone Caps and Bridge Arch including limestone on wingwalls (2'x4'x8" thick), limestone on the headwalls (2'x4'x8" thick), limestone on the 8 columns (4' squarex8" thick), and limestone around arch below headwall – fabricated to fit	LS	1	$95,381.00	1.00	95,381.00	95,381.00	0.00	0.00	0.00
					Change Order #3 Total	**242,409.68**		**Totals**	**1,378,675.41**	**(1,414,686.40)**
Change Order #4		No Cost Adjustment				**0.00**				
Change Order #5 (Final)		Cost Adustment from Balancing Quantities (from this Spreadsheet)				**($36,010.99)**				
	Final Contract Price					**4,585,165.98**				

COF 2014-0327

TENNESSEE DEPARTMENT OF TRANSPORTATION
AGREEMENT OF SALE

STATE PROJECT: 94LPLM-F3-026 COUNTY/S: WILLIAMSON

FEDERAL PROJECT: STP-EN-106(22) TRACT # 55

This agreement entered into on this the _________ day of _______________________, 20______between WILLIAMSON COUNTY BOARD OF EDUCATION herein after called the Seller and the STATE OF TENNESSEE shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the STATE.

A. The Seller hereby offers and agrees to convey to the certain lands identified as TRACT 55 on the right-of-way plan for the above referenced project upon the tendering the purchase price of FOURTEEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS ($14,850.00), said tract being further described on the attached legal description.

B. The STATE agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The STATE will reimburse the Seller for expenses incident to the transfer of the property to the STATE. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [ ] Not Applicable [X]
Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable [X]
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $ ____________________ to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property. _________NONE__________________________________

____ (SELLER)

____ (SELLER)

COF Contract 2014-0305

CITY OF FRANKLIN, TN
AGREEMENT OF SALE

FEDERAL PROJECT NO. STP-EN-106(22)
STATE PROJECT NO.: 94LPLM-F3-026
STATE PIN: 108409.00
PROJECT NAME: HILLSBORO ROAD IMPROVEMENTS

COUNTY: Williamson
Tract: 55
COF Contract Number: 2014-0305

This agreement entered into on this the ______________ day of ______________________ 20____ Between WILLIAMSON COUNTY BOARD OF EDUCATION hereinafter called Seller and the City of Franklin hereinafter called City shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City.

A. The Seller hereby offers and agrees to convey to the City all interest in the lands identified as shown on Exhibit A, attached, upon the City rendering the purchase price of SIXTY THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS ($63,550.00) said tract being further described on Exhibit A, attached:

B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance, and recording of deed.

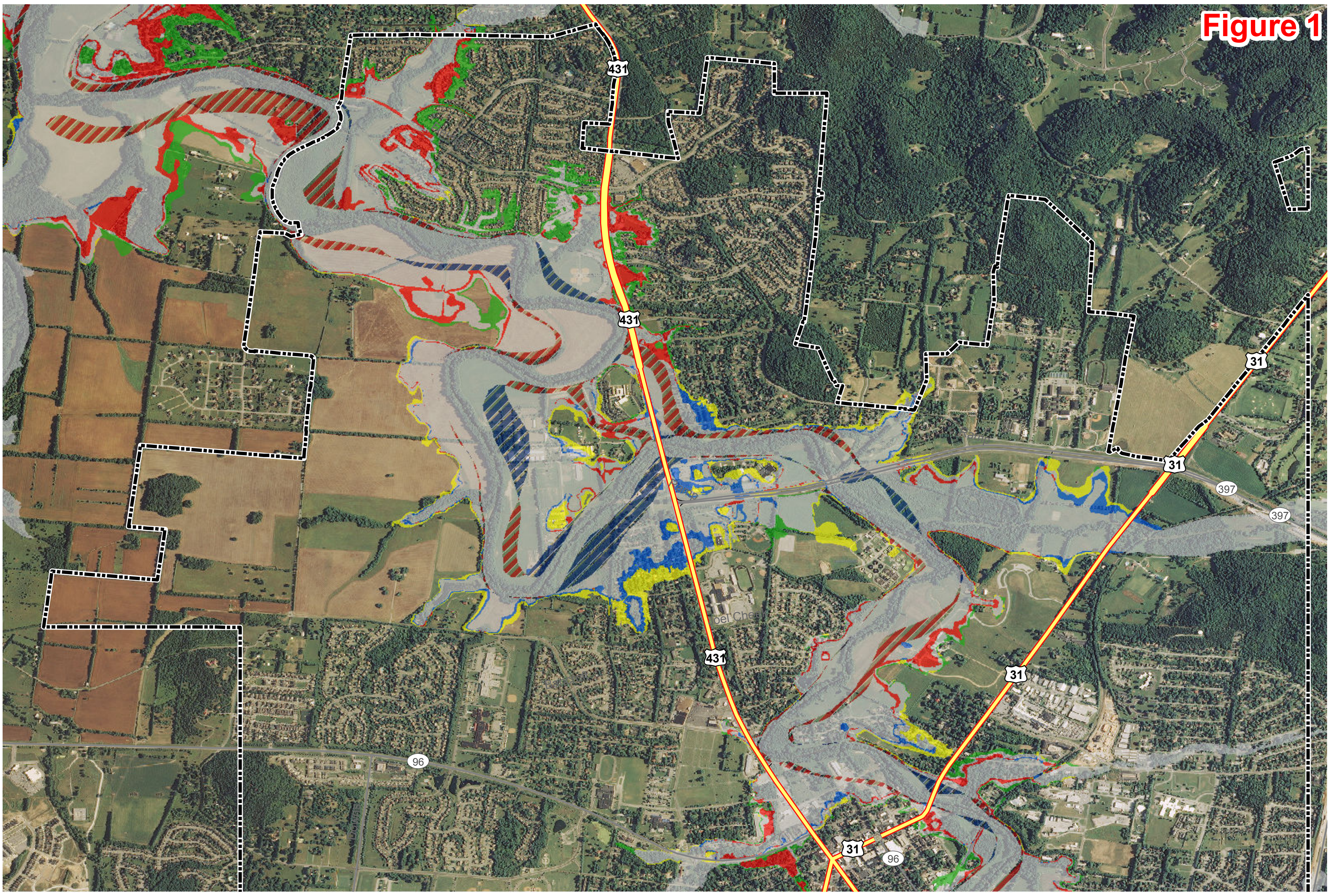
The following terms and conditions will also apply unless otherwise indicated:

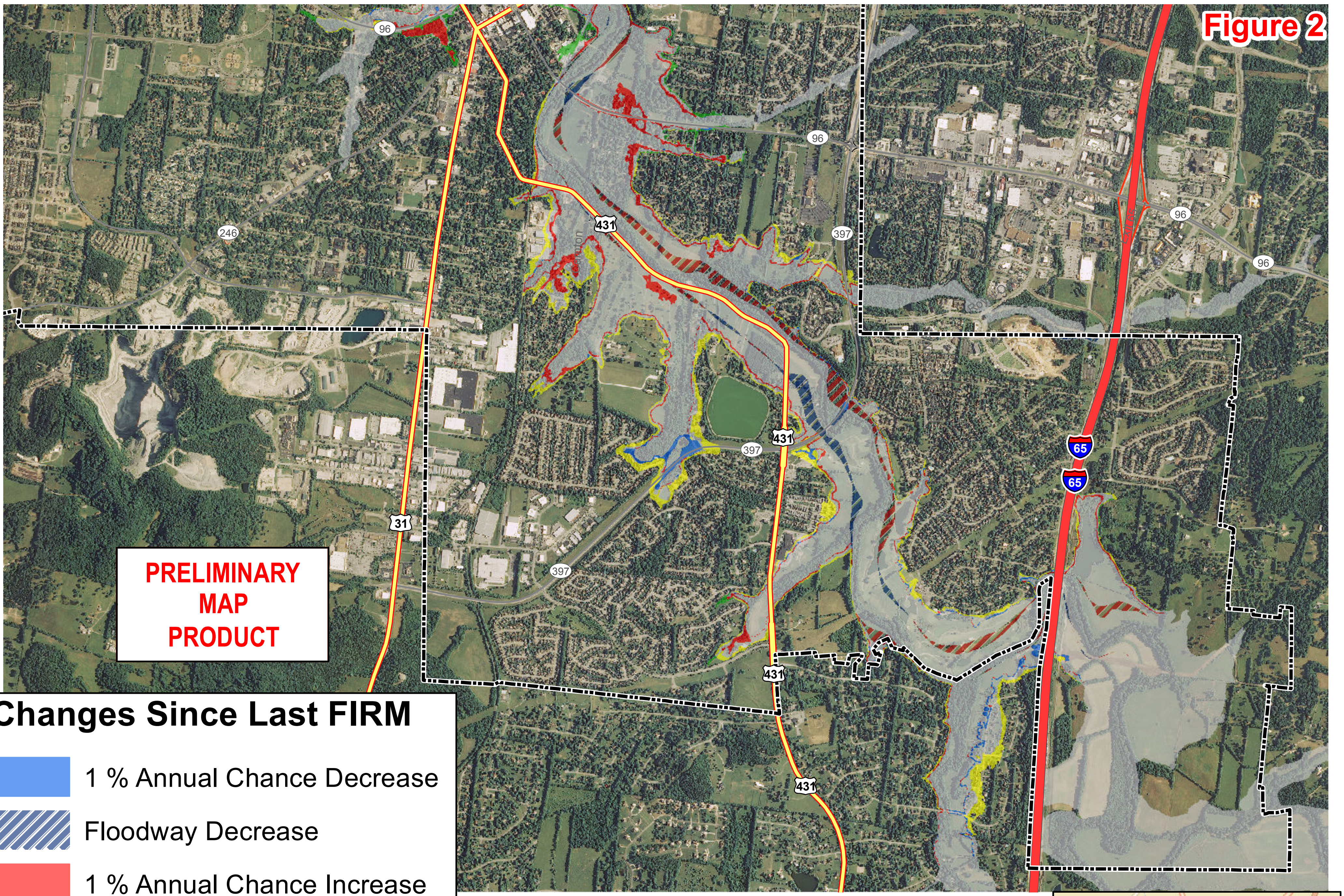
C. Retention of Improvements ☐ Not Applicable ☒
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this Agreement of Sale.

D. Utility Adjustment ☐ Not Applicable ☒
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes ______________________ to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property:





Changes Since Last FIRM

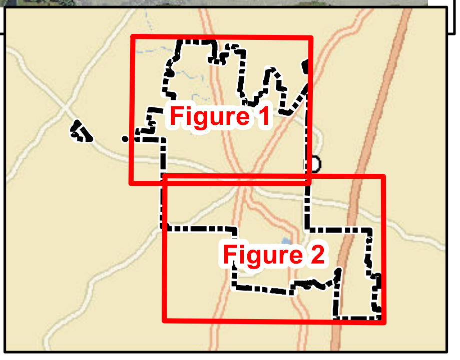
- 1 % Annual Chance Decrease
- Floodway Decrease
- 1 % Annual Chance Increase
- Floodway Increase
- No Zone Change
- 0.2 % Annual Chance Decrease
- 0.2 % Annual Chance Increase

Harpeth River Watershed Risk MAP Study-
City of Franklin, TN

City of Franklin

Changes Since Last FIRM Map

0 0.4 0.8 1.6 Miles



Federal Emergency Management Agency
Preliminary Floodplain Insurance Maps (FIRM)
Review Schedule and Appeal Determination Process
Revised November 24, 2014

<u>November 12th, 2014</u>

- GIS section to prepare exhibits that reflect existing conditions and proposed map revisions
    - Proposed Flood Maps Showing May 2010 Damaged Properties Map

<u>December 1, 2014</u>

- Staff meeting to review and discuss maps and potential for appeals. This meeting would include Eric Stuckey, Vernon Gerth, David Parker, and team members for the BNS and Engineering Departments.

<u>December 9, 2014</u>

- Floodplain Manager Shanna McCoy to make presentation to the BOMA on public engagement process.

<u>December 1 -12, 2014</u>

- Implement a webpage providing as much information to residents as possible to include:
    - Preliminary Maps
    - May 2010 flood property maps
    - Overview of FEMA's Process for adopting revised FIRMs and appeal process

<u>January 5 - 16, 2015</u>

- Public meeting to be advertised in the local paper and letters sent to affected priority owners.
- Signs/Public Meeting signs to be posted in residential and commercial flood areas.
- Public Meeting advertised on our Website

<u>February 11, 2015</u>

- Public Meeting / Open House
    - Overview of FEMA adoption and appeal process
    - Responses to FAQ
    - Presentation of Maps
        - Proposed Flood Maps
        - Existing Flood Maps
        - 2010 flood maps
    - Provide an opportunity for residents to request the City to appeal on their behalf

<u>March 10th, 2015</u>

- Presentation to the BOMA summarizing the public meeting and provide a recommendation on the merits and budget implications associated with filing a formal appeal.

Important:

- FEMA and their consultant, AECOM have offered to participate in the public meeting?
- The deadline for a private property owner or the City to file an appeal is 90 days following publication in the Tennessean. (FEMAs consultant is responsible for have this notice published)