



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, November 14, 2017

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0899](#) Consideration of Event Permit for Christmas Parade sponsored by the Kiwanis Club of Franklin on December 2, 2017 in Downtown Franklin. (11/14/17 WS)

Sponsors: Deb Faulkner
Attachments: [Christmas Parade 2017 revised App2](#)
2. [17-0896](#) Downtown Franklin Association's Strategic Plan Presentation
3. [17-0938](#) Presentation of Compensation Plan Update

Sponsors: Eric Stuckey and Kevin Townsel
Attachments: [Pay Range Adjustment Financial Impact](#)
[2017 Compensation Study - BOMA presentation.pdf](#)
4. [17-0903](#) Consideration Of Ordinance 2017-51, To Be Entitled, "An Ordinance To Rezone 0.42 Acres From Civic-Institutional (CI) District To Detached Residential (R-3) District For The Property Located East Of Cannon Street And South Of Fairground Street, At 221 Fairground Street. (10-26-17 FMPC 8-0, 11/14/17 WS and 1st BOMA Reading 8-0, 12-12-17 2nd BOMA 7-0) THIRD AND FINAL READING

Sponsors: Emily Hunter and Amy Diaz-Barriga
Attachments: [6540 MAP ORD 2017-51 FSSD Rezoning](#)
[ORD 2017-51 FSSD Rezoning with Map.Law Approved](#)
[FSSD Rezoning submittal 10-05-17](#)

Legislative History

10/26/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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5. [17-0956](#) *Consideration of a Professional Services Agreement (COF 2017-0288) with Civil & Environmental Consultants, Inc for the Henpeck Lane Sanitary Sewer Extension Project in the amount not to exceed \$60,000
- Sponsors:** Eric Stuckey and Paul Holzen
- Attachments:** [COF 2017-0288 Henpeck Lane Easement Acquisition_CEC_PSA_with Attachm](#)
6. [17-0957](#) *Consideration of a Request for Sanitary Sewer Availability Approval for 4034 Clovercroft Road (MAP 79 PARCEL 56.01)
- Sponsors:** Eric Stuckey and Paul Holzen
- Attachments:** [4034 Clovercroft Road.PDF](#)
[MAP.pdf](#)
7. [17-0964](#) *Consideration of Change Order No. 1 to the Construction Contract (COF Contract No. 2014-0259) with Jarrett Builders, Inc. for the Hunters Bend Elementary Safe Routes to School Project (TDOT PIN 118151.00) for an Increase in Cost of \$352,076.00 and a Time Extension Thru January 31, 2018
- Sponsors:** Eric Stuckey, Paul Holzen and Jonathan Marston
- Attachments:** [C.O. #1 Pin # 118151.00](#)
8. [17-0961](#) Discussion Concerning a Future Sidewalk Gap on Hillsboro Road
- Sponsors:** Paul Holzen
- Attachments:** [HILLSBORO ROAD SIDEWALK GAP3.pdf](#)
9. [17-0960](#) *Consideration Of Legal Representation (COF Contract No. 2017-0287) with Miller and Martin, PLLC, for Mack Hatcher Condemnation Lawsuits.
- Sponsors:** Eric Stuckey and Shauna Billingsley
- Attachments:** [2017-0287 Doug Berry Legal Representation in Condemnation Suits.pdf](#)
[Exhibit A.pdf](#)

10. [17-0972](#) Consideration of Ordinance 2016-25, AS AMENDED, "An Ordinance to Amend the City of Franklin Municipal Code to Create a New Title 25, Parks, and to Add a New Chapter 4 to Establish Requirements for Parkland Impact Fees and Parkland Dedication, and Amend Appendix A, Comprehensive Fees and Penalties, to Add a New Chapter 25, Parks, to Establish Fees for Parkland Impact Fees and Parkland Dedication." (11/14/17 WS, Continued to 12/12/17 WS; 04/10/18 WS; 04/24/18 BOMA Deferred 1st Reading to 5/8/2018, 05/08/18 1ST Reading 7-0) SECOND AND FINAL READING

Sponsors: Eric Stuckey, Vernon Gerth and Lisa Clayton

Attachments: [2016-25 Ordinance Parkland Dedication Municipal Code Amendment.Law Apr](#)
[2016-25 ORD Parkland Dedication Municipal Code Amendment.Law Approved](#)
[2016-25 ORD Parkland Dedication.Law Approved \(2\).pdf](#)
[Latest Version Ord 2016-25 Parkland Dedication.Law Approved Ver. with edits](#)
[Ord 2016-25 Parkland Impact Fee Ordinance.Law Approved 11-7-17](#)
[Parkland Impact Fee Ordinance Presentation 11-14-17\(2\)](#)
[Generic Neighborhood Park.pdf](#)
[1 Quadrant map placements](#)
[2 Parkland fees collected & projected 5-1-18](#)
[3 Parkland fees collected 5-1-18](#)
[4 Quad totals broken down by quads 5-1-18](#)
[5 Quadrants By Acreage and CategoriesIrc5216 kl all](#)
[6 Quadrants By Acreage and CategoriesIrc5216 kl county](#)

11. [17-0929](#) Consideration of Procurement Award To Empirical Laboratories, LLC Of Nashville, Tennessee In The Total Estimated Amount Of \$17,366 Per Year For A Term Of Award For Certain Chemical Wastewater Treatment Laboratory Services For The Water Reclamation Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2018-001; \$50,000 Budgeted For All Water Reclamation Laboratory Services In 431-82280-52213 For Fiscal Year 2018; Contract No. 2017-0291) (11/14/17 WS)

Sponsors: Michelle Hatcher

Attachments: [2018-001 \(industrial pretreatment, WRF influent and effluent, river sample srvc](#)

12. [17-0930](#) Consideration of Procurement Award To Waypoint Analytical, Inc. Of Memphis, Tennessee In The Total Estimated Amount Of \$6,640 Per Year For A Term Of Award For Certain Biological Wastewater Treatment Laboratory Services For The Water Reclamation Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2018-002; \$50,000 Budgeted For All Water Reclamation Laboratory Services In 431-82280-52213 For Fiscal Year 2018; Contract No. 2017-0292) (11/14/17 WS)

Sponsors:

Michelle Hatcher

Attachments:

[2018-002 \(aquatic toxicity \(bio-monitoring\) testing\) - tabulation of bids](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

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:

☒ 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

xxxx Jim Warren Park

____ Harlinsdale Farm

Other: Main Street, west main, bridge. new hwy 96 west

2) Name/purpose of event: Annual Kiwanis Christmas Parade

3) Date or dates of event: Dec 2 2017

4) Time of Event: 2:00 PM Til 4:00 PM

5) Time of Street Closure (if applicable): 2:00 PM Til 4:00 PM

Set-Up Date/Time: Dec. 3 2017 11:00 am Jim Warren Park **Tear-down Date/Time:** N/A

*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:

Gary Luffman Kiwanis Club of Franklin

a) Address: 2331 Henpeck LN Franklin TN 37064

b) Phone: 615-794-6937 **c) Cell:** 615-854-4164 **d) Fax:**

e) E-mail address: gluffman.franklntn@gmail.com

7) Person in charge on day of event: Gary Luffman

Cell: 615-854-4164 **E-mail address:** gluffman.franklntn@gmail.com



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

Name: Tim Jones Cell: 615-310-0210 E-mail address: tim.jones@reliantbank.com

Name: Marta Cell: 309-261-3500 E-mail address: martaeyn@comcast.net

9) DETAILED description of event (use additional sheets):

Annual Christmas Parade through downtown street with spectators along the side of the street watching bands, floats

10) **ENCLOSE A DETAILED MAP** 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:

2,000 participants 10,000 attendees

12) Please attach a list 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. NO

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? Kiwanis Club of Franklin
50%

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.)?
On the parade floats there will be amplification and speakers
-
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Christmas sounds tracks
-
- 23) During what time period is sound amplification requested? 2:00 PM -4:30 PM
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). ^{100 watts} Marching Bands - 4 High Schools
500 band members; Floats, vehicles with VLFs,
beauty pageant winners, Christmas decorated vehicles.
- 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. NONE
- 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. Kiwanis club members will
clean streets of any trash after the event.
- 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.

- 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:

- 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.*
- 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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**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: A. Luffman - Board Director Date: 9/14/17
(Signature and title – must be officer of organization)

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

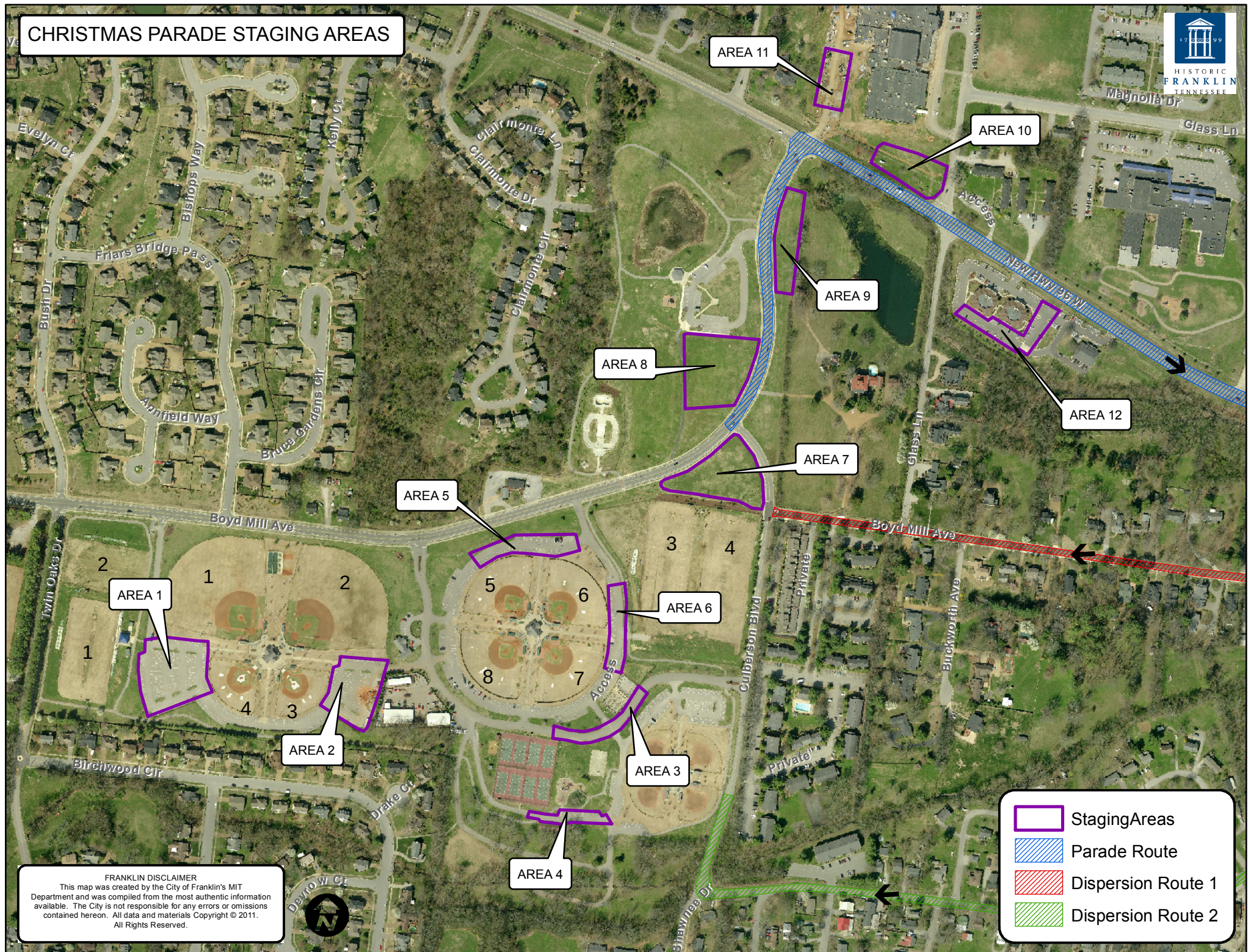
Dr. Ken Moore, Mayor

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) ★
★
★

CHRISTMAS PARADE STAGING AREAS



- StagingAreas
- Parade Route
- Dispersion Route 1
- Dispersion Route 2

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Christmas Parade



START

Jim Warren Park

Bicentennial Park

FINISH

- Parade Route
- Dispersion Route 1
- Dispersion Route 2
-  Streets
-  Harpeth River
-  Parks

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City of Franklin, Tennessee

Estimated Budgetary Impacts for Pay Range Adjustments

as of 11/14/2017

The budgetary impacts of the proposed changes to pay grades and market/progression adjustments are shown below. For FY 2018, these adjustments consist of: a) moving the pay ranges for all employees up 5% (shown in Column B), b) another 5% for Public Safety employees (shown in Column C for a total adjustment in pay ranges of 10%), and c) market/progression adjustments in Public Safety (shown in Column D).

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E (B+C+D)</u>	<u>F</u>
FY 2018	FY 2018 Annual Salaries (Current)	Amount below Minimum - All Employees @ 5% (w/o Pub. Safe.)	Fire / Police below New Minimum (@ 10%)	Fire / Police Market Adjustments	Total Adjustments Necessary FY 2018	Revised Salaries FY 2018
WATER/SEWER TOTALS	\$ 3,993,813	\$ 30,743			\$ 30,743	\$ 4,024,557
SANITATION TOTALS	\$ 1,624,618	\$ 33,448			\$ 33,448	\$ 1,658,066
STORMWATER TOTALS	\$ 839,179	\$ -			\$ -	\$ 839,179
GENERAL FUND TOTALS	\$ 30,311,744	\$ 99,498	\$ 134,974	\$ 312,648	\$ 547,120	\$ 30,858,864
CITY TOTALS	\$ 36,769,355	\$ 163,689	\$ 134,974	\$ 312,648	\$ 611,311	\$ 37,380,666

The budgetary impact to FY 2018 is shown in Column G, the available budget in Column H and the remaining budget in Column I after the proposed adjustments are made. Sufficient funds remain within the FY 2018 budget to accommodate these increases.

	<u>E</u>	<u>G (E x 50%)</u>	<u>H</u>	<u>I (H-G)</u>
	Total Adjustments Necessary FY 2018	If implemented as of 1/1	Available Wage Budget in FY 2018	Balance of Wage Adjustment Budgets in FY 2018
WATER/SEWER TOTALS	\$ 30,743	\$ 15,372	\$ 63,908	\$ 48,536
SANITATION TOTALS	\$ 33,448	\$ 16,724	\$ 38,639	\$ 21,915
STORMWATER TOTALS	\$ -	\$ -	\$ 12,668	\$ 12,668
GENERAL FUND TOTALS	\$ 547,120	\$ 273,560	\$ 279,354	\$ 5,794
CITY TOTALS	\$ 611,311	\$ 305,656	\$ 394,569	\$ 88,913

FY 2019 Adjustments for All Funds

Once wage adjustments are made in FY 2018, there will be a noticeable impact in FY 2019. The costs of implementing the wage adjustments in FY 2018 for one-half of the year for Public Safety employees will be in effect for one full year, as well as the remaining 5% adjustment for non-public safety employees. Those impacts are shown below. Note: NOT included are the to be determined effects of any market/progression adjustments necessary for non-public safety employees. That analysis is still being conducted.

	<u>F</u>	<u>I</u>	<u>K (F+J)</u>
	Revised Salaries FY 2018	Amount below Minimum - All Employees @ 5% (w/o Pub. Safe.)	Revised Salaries FY 2019
WATER/SEWER TOTALS	\$ 4,024,557	\$ 40,418	\$ 4,064,975
SANITATION TOTALS	\$ 1,658,066	\$ 31,881	\$ 1,689,947
STORMWATER TOTALS	\$ 839,179	\$ 4,527	\$ 843,707
GENERAL FUND TOTALS	\$ 30,858,864	\$ 192,368	\$ 31,051,232
CITY TOTALS	\$ 37,380,666	\$ 269,194	\$ 37,649,861

2017 COMPENSATION PLAN REVIEW

BACKGROUND

- CURRENT COMPENSATION AND CLASSIFICATION IMPLEMENTED OVER TWO YEARS (2013 AND 2014). THE “NEW PLAN” REDUCED THE NUMBER OF PAY GRADES AND IS BASED ON BOTH PUBLIC AND PRIVATE SECTOR MARKET DATA.
- TARGETED ADJUSTMENTS HAVE BEEN MADE BASED ON MARKET CHANGES DURING THE PAST TWO YEARS BUT A FULL REVIEW HAS NOT BEEN CONDUCTED UNTIL 2017.
- COMPENSATION CONSULTANT BURRIS & THOMPSON MET WITH EACH DEPARTMENT DIRECTOR, HUMAN RESOURCES, CITY ADMINISTRATION, AND OUR BUDGET TEAM.
- A WORK GROUP COMPRISED OF MEMBERS OF THE FRANKLIN FIRE DEPARTMENT, HUMAN RESOURCES, AND ADMINISTRATION HAS BEEN MEETING TO LOOK AT SPECIFIC PAY CONCERNS.

OUR TARGET IS TO BE IN THE
TOP 25% OR BETTER
COMPARED TO THE MARKET

BENCHMARK CITIES

- NASHVILLE, TN
- LEXINGTON, KY
- COLUMBUS, GA
- CARY, NC
- CLARKSVILLE, TN
- MURFREESBORO, TN
- ATHENS, GA
- JACKSON, TN
- JOHNSON CITY, TN
- BOWLING GREEN, KY
- BARTLETT, TN
- HENDERSONVILLE, TN
- COLLIERVILLE, TN
- SMYRNA, TN
- BRENTWOOD, TN
- HOOVER, AL
- GERMANTOWN, TN
- WILLIAMSON COUNTY

* - PRIVATE SECTOR PAY IS USED WHERE APPLICABLE

FINDINGS

COMPENSATION STUDY SHOWED THAT OVERALL OUR PAY RANGES
ARE 10% BELOW THE TARGET POSITION OF TOP 25% OR BETTER
COMPARED TO THE MARKET.

PROPOSED ADJUSTMENTS:

- 1) PAY GRADE ADJUSTMENTS
- 2) PAY ADJUSTMENTS BASED ON TIME IN JOB

- PUBLIC SAFETY (POLICE/FIRE)
 - 10% PAY SCALE ADJUSTMENTS FIRST PAY PERIOD IN JANUARY 2018.
- ALL OTHER DEPARTMENTS
 - 5% PAY SCALE ADJUSTMENT ON FIRST PAY PERIOD IN JANUARY 2018.
 - 5% PAY SCALE ADJUSTMENT ON FIRST PAY PERIOD IN JULY 2018.

WHAT DOES THIS MEAN?

- NOT ALL EMPLOYEES WILL RECEIVE A PAY INCREASE.
- ONLY THOSE EMPLOYEES THAT FALL BELOW MINIMUM IN THEIR PAY GRADE WILL RECEIVE AN ADJUSTMENT TO GET THEM TO THE NEW MINIMUM.

2ND PART OF THE COMPENSATION PLAN

- ADDRESS THE COMPRESSION ISSUE WITHIN DEPARTMENTS BY A TENURE-BASED SALARY ADJUSTMENT SCHEDULE.
- THIS WILL BE BASED ON THE TEAM MEMBER'S TIME WITHIN THE EXISTING POSITION.

PROPOSED TENURE BASED SALARY ADJUSTMENT SCHEDULE

Job Tenure as of effective date	Salary Range Target as Percent Minimum
20 or more years	122%
15 years but less than 20	120%
12 years but less than 15	117%
9 years but less than 12	114%
6 years but less than 9	111%
4 years but less than 6	108%
2 years but less than 4	104%
Less than 2 years	100%

PROPOSED TENURE SALARY ADJUSTMENT

COMPLETED OVER THREE BUDGETS BUT
WITHIN AN 18-MONTH PERIOD

- YEAR 1: PUBLIC SAFETY – POLICE AND FIRE – 1ST PAY PERIOD JANUARY 2018.
- YEAR 2: PUBLIC WORKS – 1ST PAY PERIOD JULY 2018.
- YEAR 3: ALL OTHER DEPARTMENTS – 1ST PAY PERIOD JULY 2019.

FINANCIAL IMPACT

- **FY 2018:**

- PUBLIC SAFETY RANGE ADJUSTMENT (10%) : \$163,689 (FULL-YEAR) / \$81,845 (FY 2018).
- NON-PUBLIC SAFETY RANGE ADJUSTMENT (5%): \$134,974 (FULL-YEAR) / \$67,487 (FY 2018).
- PUBLIC SAFETY TENURE ADJUSTMENT: \$312,648 (FULL-YEAR) / \$156,324 (FY 2018).
- **TOTAL IMPACT IN FY 2018 - EFFECTIVE JANUARY 1, 2018 - \$305,656 (REMAINING BUDGET: \$394,569)**

- **FY 2019:**

- NON-PUBLIC SAFETY RANGE ADJUSTMENT (5%): \$269.194 (FULL-YEAR).
- PUBLIC WORKS TENURE ADJUSTMENT: TBD.
- ONGOING COSTS TO BE REVIEWED VIA LONG-RANGE FINANCIAL MODEL & ECONOMIC CONDITIONS.

GOING FORWARD

- TARGET MINIMUM PROGRESS IN THE PAY GRADE FOR A POSITION – BASELINE TARGET TO REACH MID-POINT TO MID-POINT +10% BY YEAR 8 IN POSITION.
- CONTINUE TO STRUCTURE PAY INCREASES BASED ON A COMBINATION THAT INCLUDES GENERAL PAY INCREASE AND PERFORMANCE-BASED INCREASE COMPONENTS.
- ONGOING, REGULAR ADJUSTMENT OF THE COMPENSATION PLAN TO RESPOND TO THE MARKET, MAINTAINING THE CITY'S HIGHLY COMPETITIVE POSITION.

QUESTIONS & ANSWERS

FRANKLIN SPECIAL SCHOOL REZONING,
221 FAIRGROUND ST
(ORDINANCE 2017-51)
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/26/2017

Cannon St

Battle Ave

Site

Fairground St

Project Information

Existing Zoning: Civic-Institutional (CI)
Proposed Zoning: R-3
Existing Land Use: Vacant
Proposed Land Use: Detached Residential
Character Area: CFCO
Development Standard: Traditional
Other Overlays: N/A
Site Acreage: 0.42 acres

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



0 75 150 300
Feet

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ORDINANCE 2017-51

TO BE ENTITLED: "AN ORDINANCE TO REZONE 0.42 ACRES FROM CIVIC-INSTITUTIONAL (CI) DISTRICT TO R-3 DISTRICT FOR THE PROPERTY LOCATED EAST OF CANNON STREET AND SOUTH OF FAIRGROUND STREET, 221 FAIRGROUND STREET."

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the R-3 district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **CI** District to **R-3** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
078O-A00100	0.42
Total	0.42

Beginning at an iron pin (new) in the southerly right-of-way line of Fairground Street (right-of-way 33 feet) at the northwest corner of Murray Johnson and wife, Thelma B. Johnson, of record in deed book 126, page 125, same being the northeast corner of the herein described; thence with the west line of Johnson, South 06 degrees 36 minutes 36 seconds West 198.72 feet to an iron pin (new); thence with a new line across said Franklin Special School District Board of Education property, North 80 degrees 36 minutes 06 seconds West 94.79 feet to an iron pin (new) at the southeast corner of Ruthie Mae Taylor, of record in deed book 1203, page 928; thence with the east line of Taylor, North 08 degrees 39 minutes 22 seconds East 198.50 feet to an iron pin (new) in the south right-of-way line of said Fairground Street, South 80 degrees 36 minutes 06 seconds East 87.69 feet to the point of beginning, containing 18,109 square feet, or 0.42 acres, more or less.

SECTION II. That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey

City Administrator/Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

FRANKLIN SPECIAL SCHOOL REZONING,
221 FAIRGROUND ST
(ORDINANCE 2017-51)
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/26/2017

Cannon St

Fairground St

Site

Project Information

Existing Zoning: Civic-Institutional (CI)
Proposed Zoning: R-3
Existing Land Use: Vacant
Proposed Land Use: Detached Residential
Character Area: CFCO
Development Standard: Traditional
Other Overlays: N/A
Site Acreage: 0.42 acres

- | | |
|---|---|
|  FSSD-221 Fairground |  SD-R Specific Development-Residential |
|  AG Agricultural District |  SD-X Specific Development-Variety |
|  ER Estate Residential |  OR Office Residential District |
|  R-1 Residential District |  GO General Office District |
|  R-2 Residential District |  CC Central Commercial District |
|  R-3 Residential District |  NC Neighborhood Commercial District |
|  R-6 Residential District |  GC General Commercial District |
|  RM-10 Attached 10 Residential District |  LI Light Industrial District |
|  RM-15 Attached 15 Residential District |  HI Heavy Industrial District |
|  RM-20 Attached 20 Residential District |  CI Civic and Institutional District |



0 75 150 300
Feet

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

FRANKLIN SPECIAL SCHOOL DISTRICT REZONING REQUEST

221 FAIRGROUND STREET
FRANKLIN, TENNESSEE

CITY OF FRANKLIN PROJECT #6540

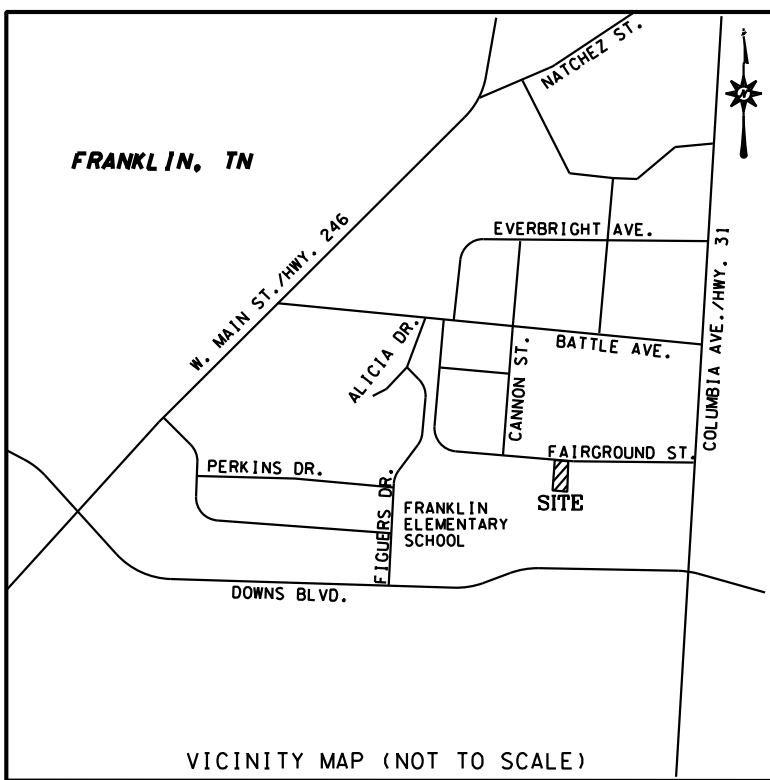
Dated: 10/05/2017



VICINITY MAP
N.T.S.

ARCHITECTURE ENGINEERING PLANNING INTERIORS HFR, Inc. 214 Centerview Drive Suite 300 Brentwood, TN 37027 615.370.8500 615.370.8530 www.HFRdesign.com Nashville, Tennessee Jackson, Tennessee Kansas City, Missouri	SITE INFORMATION OWNER FRANKLIN SPECIAL SCHOOL DISTRICT Owners Address: 507 New Highway 96 West Franklin, TN 37064 CONTACT NAME: CHIP STERNENBERG (PHO): (615) 790-4704 email: sternenbergchi@fssd.org	APPLICANT Ashley T. Smith, P.E. HFR Design, Inc. 214 Centerview Drive, Suite 300 Brentwood, TN 37027 OFFICE: (615) 370-8850 email: asmith@hfrdesign.com	
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[illegible]



SURVEYOR'S NOTES:

- THE PURPOSE OF THE PLAT IS TO CREATE A SINGLE LOT, AND DEDICATE RIGHT-OF-WAY AND EASEMENTS FROM THE FRANKLIN SPECIAL SCHOOL DISTRICT BOARD OF EDUCATION PROPERTY, A 23.6 ACRE TRACT.
- ALL DISTANCES ARE BASED ON A FIELD RUN SURVEY USING EDM EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- THIS SURVEY WAS PREPARED FROM CURRENT DEED OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE. FURTHERMORE, SURVEYOR HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT AND ACCURATE TITLE SEARCH MAY REVEAL.
- THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "OTHER AREAS ZONE X", "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 47187C0192F, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- 1/4" IRON RODS WITH CAPS (●) SET AT ALL CORNERS UNLESS OTHERWISE SHOWN.
- WITHIN NEW DEVELOPMENTS AND FOR OFF-SITE LINES CONSTRUCTED AS A RESULT OF, OR TO PROVIDE SERVICE TO, THE NEW DEVELOPMENT, ALL UTILITIES (INCLUDING CABLE TELEVISION, ELECTRICAL, NATURAL GAS, SEWER, TELEPHONE, AND WATER LINES) SHALL BE PLACED UNDERGROUND.
- THIS PROPERTY IS PART OF WILLIAMSON COUNTY TAX MAP 0780, GROUP A, PARCEL 1.
- SUBJECT PROPERTY OWNED BY "FRANKLIN SPECIAL SCHOOL DISTRICT BOARD OF EDUCATION" AS RECORDED IN BOOK 94, PAGE 157 IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.
- THE PROPERTY IS CURRENTLY ZONED "CI" (CIVIC AND INSTITUTIONAL DISTRICT), IT IS WITHIN THE 3-8 SITE DEVELOPMENT STANDARDS, ALL ZONING AND SETBACK INFORMATION MUST BE VERIFIED WITH THE CITY OF FRANKLIN PLANNING AND CODES DEPARTMENT.
- CURRENT OWNER HAS NO KNOWLEDGE OF ANY ENTITY HAVING MINERAL RIGHTS TO THE SUBJECT PROPERTY.
- NO OBSTRUCTIONS OR ENCROACHMENTS WHICH IMPEDE THE FLOW OF STORMWATER SHALL BE PERMITTED WITHIN PUBLIC DRAINAGE EASEMENTS BETWEEN LOTS. THE CITY OF FRANKLIN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ANY ENCROACHMENTS THAT ARE DAMAGED OR REMOVED IN THE COURSE OF MAINTENANCE ACTIVITY WITHIN EASEMENTS.
- MAINTENANCE OF ALL STORMWATER MANAGEMENT FEATURES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR HOA.

THE CITY OF FRANKLIN WATER MANAGEMENT DEPARTMENT HAS UNRESTRICTED ACCESS TO ITS DOMESTIC WATER, SANITARY SEWER, RECLAIM WATER LINES OR SYSTEM IMPROVEMENTS LOCATED WITHIN ITS EXCLUSIVE EASEMENTS WITHIN THE DEVELOPMENT. IN THE EVENT LANDSCAPING, FENCING, CONCRETE OR OTHER STRUCTURES ARE INSTALLED OR PLACED WITHIN A CITY OF FRANKLIN EASEMENT, THE CITY OF FRANKLIN SHALL HAVE THE RIGHT TO REMOVE SUCH ENCROACHMENTS WITHIN THE EASEMENT AS MAY BE NECESSARY FOR THE CITY OF FRANKLIN TO REPAIR, MAINTAIN OR REPLACE ITS INFRASTRUCTURE WHICH IS NOW OR IN THE FUTURE MAY BE LOCATED WITHIN THE EASEMENT WITHOUT OBTAINING ANY FURTHER PERMISSION FROM THE PROPERTY OWNER OR HOA. THE PROPERTY OWNER OR HOA SHALL BE RESPONSIBLE FOR REPAIRING AND/OR REPLACING ANY SUCH LANDSCAPING, FENCING, CONCRETE OR OTHER STRUCTURES REMOVED OR DISTURBED BY THE CITY OF FRANKLIN IN COMMON OPEN SPACE LOTS AND IN AREAS OWNED BY THE PROPERTY OWNER OR HOA AT NO EXPENSE TO THE CITY OF FRANKLIN. INDIVIDUAL HOMEOWNERS SHALL BE RESPONSIBLE FOR STRUCTURES REMOVED OR DISTURBED BY THE CITY OF FRANKLIN WITHIN AN EASEMENT ON THE HOMEOWNERS' LOT AT THE HOMEOWNERS' EXPENSE.

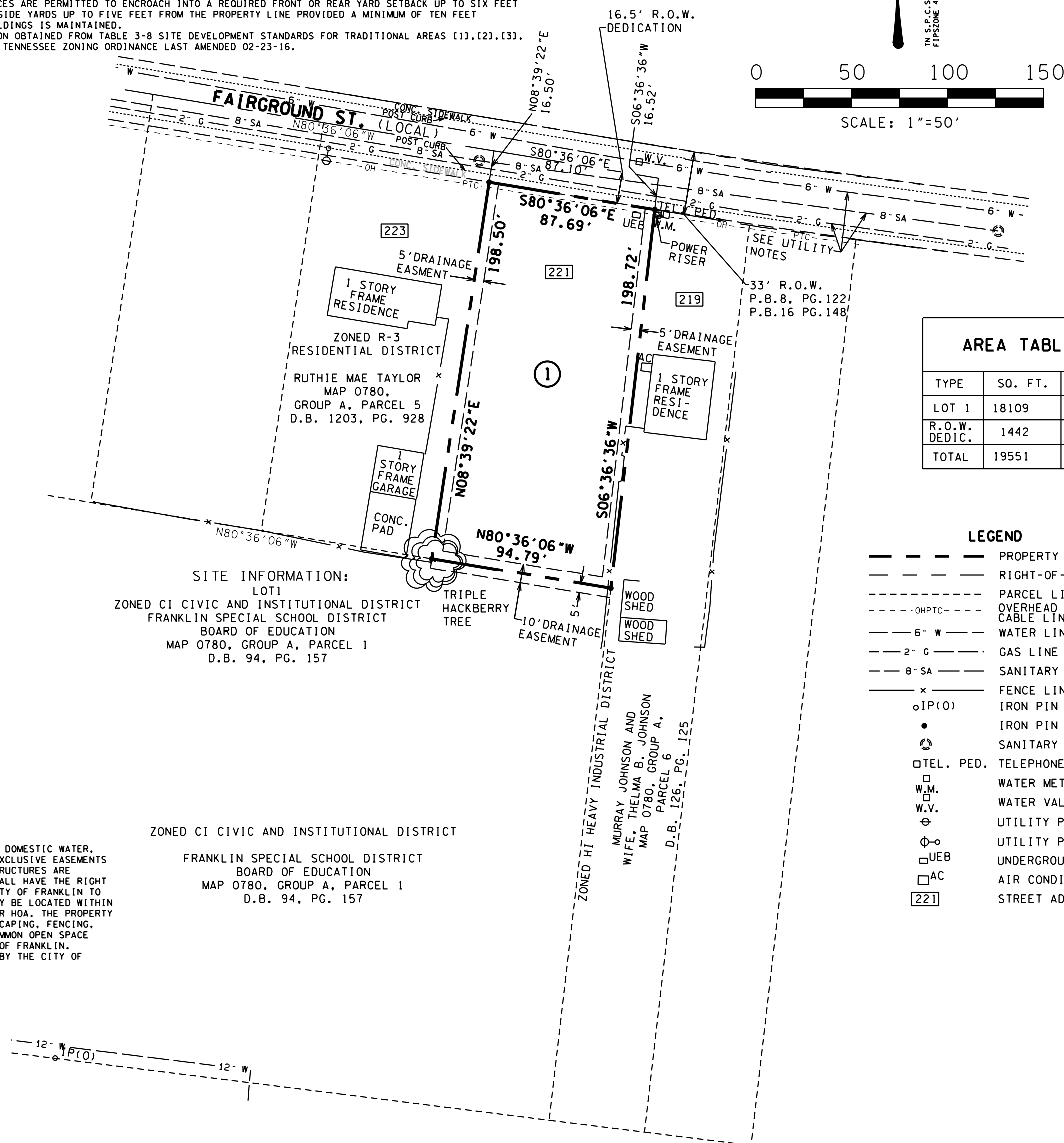
UTILITY NOTES:

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS, PLANS, ORAL REPORT, OR FIELD MARKINGS PREPARED BY OTHERS; THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION, AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS NO LESS THAN (3) OR NO MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT, TENNESSEE ONE CALL 1-800-351-1111.

THERE MAY BE UTILITIES IN WHICH THIS SURVEYOR IS NOT AWARE. THIS LAND SURVEYOR IS NOT RESPONSIBLE FOR ANY DETERMINATION OR LOCATION OF ANY UNDERGROUND CONDITIONS NOT VISIBLE AND OBVIOUS BY INSPECTION OF THE PREMISES, INCLUDING BUT NOT LIMITED TO SOILS, GEOLOGICAL CONDITIONS, PHYSICAL DEVICES AND FACILITIES, TANKS, PIPELINES, OR BURIED CABLES. ALTHOUGH SOME UNDERGROUND UTILITIES MAY BE SHOWN AS PART OF THIS SURVEY, THEIR LOCATIONS ARE APPROXIMATE AND CANNOT BE RELIED UPON WITHOUT A COMPLETE EXCAVATION AND SURVEY LOCATION OF THE UTILITY. THIS SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY THAT MAY ARISE OUT OF THE MAKING OF OR FAILURE TO MAKE SUCH DETERMINATION OR LOCATION OF ANY SUBSURFACE CONDITION.

MINIMUM REQUIRED SETBACK LINES FOR ZONING OF CI CIVIC AND INSTITUTIONAL DISTRICT:
FRONT YARD AND SIDE STREET SETBACK (4)(5)(6)(7)----- 20 FEET
SIDE YARD SETBACK (8)(12)----- 0 FEET
REAR YARD SETBACK (8)----- 0 FEET

NOTES:
[4] FOR MIXED-USE AND SINGLE-USE NONRESIDENTIAL BUILDING TYPES DEVELOPED ACCORDING TO THE TRADITIONAL STANDARDS, THE FRONT BUILDING SETBACK SHALL BE MEASURED FROM THE BACK EDGE OF THE SIDEWALK, NOT THE RIGHT-OF-WAY LINE.
[5] LARGER OR SMALLER SETBACKS, LOT WIDTHS, LOT FRONTAGES AND LOT SIZES, BEYOND THE RANGE PRESENTED IN THIS TABLE, ARE PERMITTED IN CASES WHERE TOPOGRAPHICAL OR NATURAL CONSTRAINTS EXIST, OR WHERE A PARTICULAR DESIGN APPROACH WARRANTS A DIFFERENT SETBACK, SUBJECT TO SUBSECTION 2.4.2, PLANNED UNIT DEVELOPMENTS.
[6] IN CASES WHERE A TRANSITIONAL FEATURE IS REQUIRED, THE MINIMUM SETBACK AND LOT WIDTH SHALL BE IN ACCORDANCE WITH SUBSECTION 5.3.4, TRANSITIONAL FEATURES.
[7] THE MINIMUM SETBACK FROM MACK HATCHER PARKWAY SHALL BE 80 FEET, AND THE MINIMUM SETBACK FROM INTERSTATE 65 SHALL BE 100 FEET.
[8] WHERE AN IMMEDIATELY ADJACENT EXISTING BUILDING IS SET BACK LESS THAN THE MINIMUM REQUIRED SIDE OR REAR YARD, THE MINIMUM SIDE OR REAR YARD REQUIREMENT SHALL INSTEAD BE THE SAME AS THE IMMEDIATELY ADJACENT DEVELOPED BUILDING, BUT NOT LESS THAN FIVE FEET. BUILDINGS SHALL MAINTAIN A MINIMUM SPACING OF TEN FEET.
[12] APPURTENANCES ARE PERMITTED TO ENCROACH INTO A REQUIRED FRONT OR REAR YARD SETBACK UP TO SIX FEET AND WITHIN SIDE YARDS UP TO FIVE FEET FROM THE PROPERTY LINE PROVIDED A MINIMUM OF TEN FEET BETWEEN BUILDINGS IS MAINTAINED.
ABOVE INFORMATION OBTAINED FROM TABLE 3-8 SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS (1),(2),(3), OF THE FRANKLIN TENNESSEE ZONING ORDINANCE LAST AMENDED 02-23-16.



AREA TABLE

TYPE	SQ. FT.	ACRES
LOT 1	18109	0.42
R.O.W. DEDIC.	1442	0.03
TOTAL	19551	0.45

LEGEND

---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	PARCEL LINE
---OHPTC---	OVERHEAD POWER, TELEPHONE, CABLE LINE
6" W	WATER LINE
2" G	GAS LINE
8" SA	SANITARY SEWER LINE
x	FENCE LINE
o P(O)	IRON PIN OLD
●	IRON PIN NEW
○	SANITARY SEWER MANHOLE
TEL. PED.	TELEPHONE PEDESTAL
W.M.	WATER METER
W.V.	WATER VALVE
○	UTILITY POLE
○-○	UTILITY POLE W/LIGHT
UEB	UNDERGROUND ELECTRIC BOX
AC	AIR CONDITIONING UNIT
221	STREET ADDRESS

MTEMC CERTIFICATE OF APPROVAL FOR RECORDING

Middle Tennessee Electric Membership Corporation (MTEMC) will provide electric service to the subject property according to the normal operating practices of MTEMC as defined in the rules and regulations, bylaws, policy bulletins and operational bulletins of MTEMC, and in accordance with the plat approval checklist, tree planting guidelines and other regulations contained on the MTEMC website at www.mtemc.com (collectively the "Requirements"). No electric service will be provided until MTEMC's Requirements have been met and approved in writing by an authorized representative of MTEMC. Any approval is, at all times, contingent upon continuing compliance with MTEMC's Requirements.

Middle Tennessee Electric Membership Corporation Date

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME, STREET NAMES AND ADDRESSING

Subdivision name and street names approved by the Williamson County Emergency Management Agency.

Williamson County Emergency Management Agency Date

City of Franklin, Tennessee Date

CERTIFICATE OF OWNERSHIP

I (We) hereby certify that I am (we are) the owner(s) of the property shown hereon (SEE NOTE 7) and adopt the plan of subdivision of the property shown hereon and dedicate all public ways and easements as noted. No lot(s) as shown hereon shall again be subdivided, resubdivided, altered, or changed so as to produce less area than is hereby established until otherwise approved by the Franklin Municipal Planning Commission, and under no condition shall such lot(s) be made to produce less area than is prescribed by the restrictive covenants as of record in Book----- Page----- R.O.W.C., Tennessee, running with the title to the property. I (We) further certify that there are no liens on this property except as follows: Book----- Page----- R.O.W.C., Tennessee.

By: FRANKLIN SPECIAL SCHOOL DISTRICT, BOOK 94, PAGE 157 Date:

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS

I hereby certify that: (1) the water and sewer systems designated in PUT PLAT TITLE HERE have been installed in accordance with City specifications, or (2) a performance agreement and surety in the amount of \$----- for the water system and \$----- for the sewer system has been posted with the City of Franklin, Tennessee, to assure completion of such systems.

Date:-----

Director Water Management Department, City of Franklin, Tennessee

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE AND SIDEWALKS

I hereby certify that: (1) the streets, drainage and sidewalks designated and as shown hereon have been installed in accordance with City specifications, or an amount of \$----- for streets, \$----- for drainage, and \$----- for sidewalks has been posted with the City of Franklin, Tennessee to assure completion of such improvements.

Date:-----

Director Streets Department City of Franklin, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tennessee, with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the ----- day of -----, 20-----, and this plat has been approved for recording in the Register's Office of Williamson County.

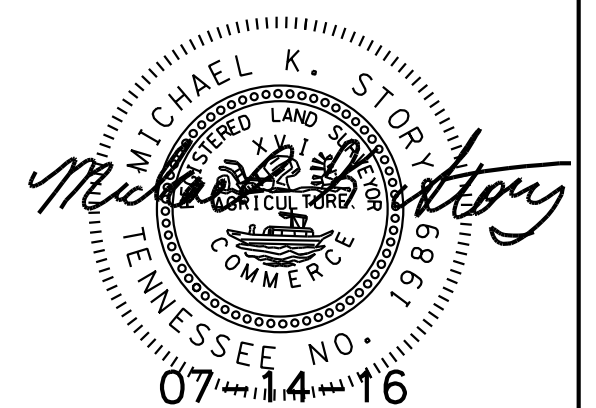
Date:-----

Secretary: Franklin Municipal Planning Commission

CERTIFICATE OF SURVEY

I (We) hereby certify that the subdivision plat as shown hereon is correct and that all of the monuments shown hereon have been placed as indicated. This subdivision plat correctly represents a survey made under my supervision on the ----- day of -----, 20-----.

Michael K. Story TN RLS #1989 HFR Design, Inc.



COF PROJECT # 6224

ONE LOT SUBDIVISION OF THE FRANKLIN SPECIAL SCHOOL DISTRICT BOARD OF EDUCATION PROPERTY

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 0.45 TOTAL LOTS: 1

ACRES NEW STREETS: 0 FEET NEW STREETS: 0

CIVIL DISTRICT: 9TH CLOSURE ERROR: 1:10,000+

DATE: 07-14-16 HFR PROJECT NO. 2015197.54

HFR DESIGN

214 Centerview Drive Suite 300
Brentwood, TN 37027

615.370.8500 615.370.8530 hfrdesign.com

PREPARED FOR:
FRANKLIN SPECIAL SCHOOL DISTRICT
ATTN: JOHN MCADAMS
507 NEW HIGHWAY 96 WEST
FRANKLIN, TN 37064
jdmcadams@fssd.org
PHONE: 615-794-6624

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0288**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL & ENVIRONMENTAL CONSULTANTS, 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:

Easement Acquisition for Henpeck Lane Sanitary Sewer Extension Project

1. SCOPE OF SERVICES. Consultant shall provide survey services and acquisition services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A, in the amount not-to-exceed **SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such

amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

October 23, 2017

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Delivered via electronic mail to: paul.holzen@franklinton.gov

Dear Mr. Holzen:

Subject: Proposal for Assistance with Easement Acquisition for the Henpeck Lane
Sanitary Sewer Extension Project
CEC Project 174-614

Civil & Environmental Consultants, Inc. (CEC) appreciates this opportunity to present this proposal to the City of Franklin (City) for your consideration to provide assistance with easement acquisition for the City's Henpeck Lane Sanitary Sewer Extension Project. The proposed scope presented below is based on our discussion on September 22, 2017 and follow up conversations regarding the City's needs.

The following information provides background information, purpose and assumptions, scope of services, schedule, estimated costs and closing remarks.

1.0 BACKGROUND

CEC understands that the City has a number of projects currently or soon to be in the right-of-way (ROW) phase. These Capital Projects have been designed (or are currently being designed) and require portions of properties to be acquired for construction of public improvements. The City has recently received design plans for the Henpeck Lane Sanitary Sewer Extension Project. The City has one appraiser under contract to determine easement values and the City wishes to hold a public meeting for the project in December.

2.0 PURPOSE AND ASSUMPTIONS

The purpose of this contract is to provide acquisition assistance to the City for the Henpeck Lane Sanitary Sewer Extension Project. Based on the preliminary design of the project, CEC will assist with the acquisition of approximately 26 easements.

For purposes of this proposal, we have assumed the following:

- The City has contracted with an appraiser to determine the value of the easements to be acquired.

- The design engineer for each project will prepare easement descriptions for each property to be acquired. The easement descriptions will consist of a written description (likely in the form of metes and bounds) and an exhibit of the property needed for acquisition.
- The City will provide CEC with copies of the appraisal and the necessary documents (description, exhibit, legal document) for each property to be acquired.
- In order to expedite the acquisition process, the appraiser will not wait until all appraisals are completed before sending the City the appraisal document. The City will send CEC the appraisals and necessary documents in groups of 5-10 properties.
- The City will provide CEC with the available property owner contact information. This will include, at a minimum, the mailing address but also phone numbers and email addresses, if available.
- The City will provide CEC with CADD files of the project with easement lines, property lines and control.
- Property closings will be handled by the City.
- The City will handle the process for condemnation if it is required.

3.0 SCOPE OF SERVICES

CEC proposes the following scope of services:

3.1 Task 0001 - Easement Staking

- The City will provide the CADD files prior to the public meeting.
- CEC will place wooden stakes to mark easement and property line locations for the approximate 26 properties.
 - o CEC will schedule the stakes to be placed within two weeks after receiving the CADD files. The stakes should be placed prior to the property appraisals being started.
 - o The location of the stakes will be based on the CADD files provided by the City. CEC assumes adequate survey control information will be provided to aid in locating the easements.

3.2 Task 0002 - Henpeck Lane Easement Acquisition

- CEC will attend the project public meeting scheduled by the City. CEC staff will be available to discuss and answer questions about the acquisition process.
- CEC will negotiate the acquisition of required easements for the Henpeck Lane Sanitary Sewer Extension Project. The following summarizes the steps taken to secure the easement:
 - o Following the public meeting and receipt of the easement documents, CEC will prepare a written offer letter for easements that are not acquired at the meeting.

- o CEC will send the offer letter by certified mail, along with supporting documents (i.e. legal description and exhibit, easement document and copy of the appraisal) to the property owners for execution.
 - o CEC will attempt to contact property owners via an email address or phone number if provided by the City approximately two weeks after the offer letter is sent if the property owner has not responded.
 - o If contact has not been made with a property owner within one month of the offer letter being sent, a second offer letter will be sent by certified mail to the property owner.
 - o If a property owner does not respond to the second offer letter and other attempts of contact within two weeks of the second offer letter being sent, CEC will turn over the property to the City to begin the condemnation process. CEC will not be involved in the condemnation process other than providing the City with an account of the contact or attempted contact with the property owner.
 - o CEC will meet with property owners that respond to the written offer letter or other means of contact, if requested by the property owner to secure the easements. CEC will meet with a property owner no more than twice to secure the easement.
 - o For easements secured through the negotiation process, CEC will provide the City with signed easement documents. The City will be responsible for recording the easement.
 - o CEC will notify property owners that sign the easement documents that the City will contact them within two weeks to set up closings and to schedule payment.
- CEC will provide the City with a written summary for each property that will include the contact log and the results of the negotiations (either the signed documents or verification that an agreement was not reached and recommendation to begin condemnation) when the negotiation process is completed.
- o It is anticipated that CEC will send two offer letters, attempt contact three times by email or phone and one in-person meeting before turning over the property to the City for condemnation.

4.0 SCHEDULE

CEC will begin work by staking the easements after receiving a Notice to Proceed (NTP) from the City. The acquisition task will begin with CEC's attendance of the project public meeting, scheduled by the City. CEC anticipates that the negotiation process will take approximately two months after CEC receives the easement documents. Because the City will be sending the easement documents in groups, the final completion of CEC's tasks will depend on when the final group of documents are received by CEC.

5.0 COST

Our not-to-exceed costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis. If CEC encounters conditions that require additional services and

costs beyond what is presented in the proposal, CEC will provide a written, revised scope of services and revised costs for the City of Franklin's approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Task	Not-to-Exceed Cost
3.1 Easement Staking	\$ 5,000
3.2 Henpeck Lane Easement Acquisition	\$55,000
Total	\$60,000

Invoicing of professional services will be in accordance with the attached fee schedule. CEC will maintain the 2017 rates through the end of the 2018 calendar year. Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule.

Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our proposed scope and fee. CEC will perform the proposed work under an agreed upon City of Franklin Standard Professional Services Agreement.

6.0 CLOSING REMARKS

CEC appreciates the opportunity to submit this proposal for assistance with easement acquisition to the City. We believe the scope of services outlined will address the City of Franklin's needs in a cost effective manner. Should you have any questions or comments, please call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Eric J. Gardner, P.E., CPESC
Project Manager



Steven E. Casey, P.E., CPESC
Principal

Enclosures

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
325 SEABOARD LANE • SUITE 170
FRANKLIN, TENNESSEE 37067
PHONE: 615-333-7797 • FAX: 615-333-7751
E-MAIL: nashville@cecinc.com

Municipal Services Fee Schedule

January 1, 2017 through December 31, 2017

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$220
Principal.....	\$185
Senior Project Manager	\$170
Project Manager III	\$155
Project Manager II	\$145
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$95
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$80
Construction Observer / Environmental Technician.....	\$78
Senior Land Surveyor	\$140
Project Land Surveyor / GPS Specialist.....	\$100
Survey Technician IV	\$88
Survey Technician III.....	\$80
Survey Technician II.....	\$70
Survey Technician I.....	\$63
Administrative Assistant.....	\$65
Administrative Manager	\$73

DIRECT EXPENSES - Direct expenses are included in the cost estimates

Company or Personal Automobile Mileage	\$0.575/mile*
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Services.....	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 12%

* Will be modified to current IRS Rate



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

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

Email Application to: EngineeringMBX@franklin.tn.gov

For additional information or questions please call: 615-791-3218

Date Submitted:



**SEWER REQUEST
MAP 79 PARCEL 56.01**



**SEWER REQUEST
MAP 79 PARCEL 56.01**



Clovercroft Road

UGB

CITY LIMITS

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

 Project Title/Terminal: SRTS Hunters Bend Elementry School

 Owner: City of Franklin

 PIN: 118151.00

 Address: 109 3RD Ave. South

 State Project No.: 94LPFM-F3-062
Franklin, TN 37064

 Federal Project No.: SRTS-9305(29)

 Date Prepared: 10/19/2017

 Contract No.: 2014-0259

 County: WILLIAMSON

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under	Contract Price	Net Amount Due Change
104-04.30	ADDITIONAL WORK (DEWATERING CATCHBASIN TRENCH)	L.S.	0	1.00	+1.00	\$3,800.00	\$3,800.00
202-04.01	REMOVAL OF STRUCTURES (RETAINING WALLS)	L.S.	0	1.00	+1.00	\$14,600.00	\$14,600.00
209-01.11	CONSTRUCTION ACCESS	L.S.	0	1.00	+100	\$2,700.00	\$2,700.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	139.00	242.00	+103.00	\$25.00	\$2,575.00
303-10.01	MINERAL AGGREGATE (SIZE #57)	TON	0	740.00	+740.00	\$35.00	\$25,900.00
604-07.31	CLASS A CONCRETE (RETAINING WALLS)	C.Y.	0	203.00	+203.00	\$ 650.00	\$131,950.00
604-07.32	STEEL BAR REINFORCEMENT (ROADWAY)	LB.	0	15,000.00	+15,000.00	\$1.00	\$15,000.00
604-07.33	STONE VENEER	S.F.	0	2,041.00	+2,041.00	\$75.00	\$153,075.00
707-08.11	HIGH VISIBILITY CONSTRUCTION FENCE	L.F.	0	250.00	+250.00	\$2.80	\$700.00
710-04.01	4" PERFORATED PIPE	L.F.	0	300.00	+300.00	\$5.00	\$1,500.00
710-04.02	GEOTEXTILE (TYPE III)	S.Y.	0	230.00	+230.00	\$1.20	\$276.00
						\$	\$

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						\$	\$
						\$	\$

Bid Contract Amount: \$321,000.00

Current Change Order: \$352,076.00

Approved Change Orders: \$0

Pending Change Orders: \$0

Total Change Orders to Date: \$352,076.00

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

Project Title/Termini: SRTS Hunters Bend Elementary School		
Owner:	City of Franklin	PIN: 118151.00
Address:	109 3 RD Ave. South	State Project No.: 94LPFM-F3-062
	Franklin, TN 37064	Federal Project No.: SRTS-9305(29)
Date Prepared:	10/19/2017	Contract No.: 2014-0259
		County: WILLIAMSON

Whereas, we Jarrett Builders, Inc. with Westfield Insurance Company, as a Surety, entered into a contract with The City of Franklin, on February 14, 2017, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add Item No. 104-04.30 Additional Work- Dewatering Catchbasin Trench, to compensate the contractor for obtaining equipment to pump water from the trench and environmentally dispose of the pumped water.

Add Item No. 202-04.01, Removal of Structures (Retaining Walls), to remove the existing walls previously built.

Add Item No. 209-01.11, Construction Access, to this contract to allow access to the construction site and minimize tracking dirt and debris onto the roadway.

Add additional quantities to Item No. 303-01, Mineral Aggregate, Type A Base, Grading D, for the retaining walls.

Add Item No. 303-10.01, Mineral Aggregate (Size #57), to backfill the trench that was retaining ground water to allow it to flow into the spring box and to backfill new retaining walls.

Add Item No. 707-08.11, High Visibility Construciton Fence, to protect the public from intrusion onto the project site where steep slopes and the potential for falls was evident.

Add Item No. 604-07.31, Class A Concrete (Retaining Walls), Item No. 604-07.32 Steel Bar Reinforcement (Roadway), Item No. 710-04.01, 4" Perforated Pipe, Item No. 710-04.02, Geotextile (Type III), 604-07.33, Stone Veneer, for the construction of new retaining walls to support the sideslopes around the main Tunnel "A" and up the walking trail slope on the east side of the project. The retaining wall on the west side of the walking trail will also ensure the adjacent property's existing retaining wall is stabilized and not undermined. The retention of the slopes are necessary on both sides of the trail to allow the sidewalk to meet ADA requirements as determined in the original plans.

Work was stopped on this project on 8/25/17. No work has taken place since then. New plans were being developed to add the new retaining walls.

As a result of adding the additional retaining walls to this project the contractor will be given a time extension of 186 days to complete this work. This includes the time the contractor was not allowed to work and the time that was due the contractor for changes made to the project.

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

☐ Not Change, ☒ Increase by 186 days, ☐ Decrease by _____ days

Original contraction Completion Time: 90 days (Date: 4/24/17)

Approved Change Orders: 0

Current Change Order: 186

Contract Completion Time with Change Orders: 276 days (Date: 1/31/18)

Now, Therefore, We, Jarrett Builders, Inc., Contractors, and Westfield Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement 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 insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: Gordon L. Hunter Gordon L. Hunter 10/24/17
Engineer/CEI (Printed and Signature) Date

Approved By:

By: Justin T. Luther [Signature] 10/24/17
Contractor (Printed and Signature) Date

By: PAMELA D. FUSKARI CH [Signature] 10/27/2017
Surety (Printed and Signature) ATTORNEY IN FACT, WESTFIELD INSURANCE COMPANY Date

By: _____
Owner (Printed and Signature) Date

Approved for Eligibility:

By: APPROVED
By Sarah Sutton at 6:35 am, Nov 02, 2017
Local Programs (Printed and Signature) Date

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/01/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4110812 07

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DEIDRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MARCH A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of October A.D., 2017.



Frank A. Carrino, Secretary

Jackie Hunter

From: Justin Luther <justin@jarrettbuildersinc.com>
Sent: Monday, October 2, 2017 1:44 PM
To: Jonathan Marston
Cc: Jackie Hunter; Zachary Dysinger; Mike Wood
Subject: Re: Hunters Bend - Revised Pricing
Attachments: Form 101 Change Order Authorization Form.pdf

Jonathan,

Please see attached for our change order #1. The swap from stone veneer to form liners made a substantial cost saving. Feel free to give me a call if you have any questions or concerns!

Thanks,

On Fri, Sep 29, 2017 at 2:18 PM, Justin Luther <justin@jarrettbuildersinc.com> wrote:
Jonathan,

I just spoke with Brian Butler regarding the plan revisions, and of course, he isn't at work today. I've asked him to get me his pricing in no later than first thing Monday morning (8am). That is the only thing I am missing for this change order. I know that is the latest we can get it turned in and it does cause concern, but I told him how important it is to get it in front of the board so we could get approved.

Further, I looked at our concrete schedule earlier this morning, and the best we can do as of today is the week of the 16th. We are trying to find more people to hire so we can get out there sooner. If we can mob earlier than that, I will let you know but that is worse case scenario. I would rather tell you this now than about 2 weeks down the road when it's time to start.

Thanks,

--

Justin Luther
Project Manager
Jarrett Builders, Inc.

1106 Lebanon Pike
Nashville, TN 37210
Mobile : (615) 499 - 9070
Office : (615) 515 - 1270



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Change Order Authorization Form: 101A

Jarrett Companies Information

Division : Jarrett Builders ☒ Jarrett Paving ☐ Jarrett Fire ☐ Jarrett Concrete ☐

Project Manager : Justin Luther

Date : 10/2/17

Customer Information

Company Name : City of Franklin

Address : 109 3rd Ave S

Project Manager / Owner Representative : Jonathan Marston

Project Information

Project Name : Hunters Bend Elementary Safe Routes to School

Job # : J17041

Project Address : Fieldstone Parkway @ Hillsboro Road

Change Order Number : 1

Change Order Type :

Hourly ☐

Daily ☐

Unit Rate ☒

Lump Sum ☒

Description of Work

Lump Sum: Includes all labor and material costs associated with the removal of newly installed retaining walls and associated sidewalk. Price also includes the removal and replacement of 4ea magnolia trees.

Unit Price: Includes all labor and material costs associated with building the retaining walls per plans (both stone veneer and form liner quoted).

Cost Associated with Work Described Above

Lump Sum: \$14,600.00

Unit Price (stone veneer): \$163 per SF / Unit Price (Form Liner): \$103 per SF

Acceptance & Authorization :

Signature below denotes acceptance of work and associated cost described above as well as confirmation and authorization to proceed.

Signature : _____

Name (print) :

Company :

Title:

Date :

Signature : _____

Name (print):

Company:

Title :

Date :

1106 Lebanon Pike, Nashville, Tennessee 37210 / Office: (615) 515-1270 / Fax: (615) 515-1271

Jackie Hunter

From: Jackie Hunter
Sent: Tuesday, October 3, 2017 12:02 PM
To: 'Jonathan Marston'
Cc: Zachary Dysinger; Paul Holzen
Subject: RE: Hunters Bend - Revised Pricing

Jonathan,

I agree the price is too high. TDOT Unit Prices for retaining walls is approximately \$74.00 SF for Region 3 and \$107.00 SF in other regions. We need to ask for a reduction in price. All the items that you have designated below are items that we can obtain some quantity for to help the contractor separate out and explain his bid hopefully. The Geotextile for the project for use with underdrain is a Type III and it can also be used as an Erosion Control item also. Let me know if AJ needs to start working on some quantities.

Thanks,
Jackie

From: Jonathan Marston [mailto:jonathan.marston@franklin.tn.gov]
Sent: Monday, October 2, 2017 5:40 PM
To: Jackie Hunter <jhunter@ssr-inc.com>
Cc: Zachary Dysinger <zdysinger@ssr-inc.com>; Paul Holzen <paul.holzen@franklin.tn.gov>
Subject: RE: Hunters Bend - Revised Pricing
Importance: High

Jackie,

As we discussed, the proposed cost is much higher than we would expect and have paid for similar work. Because of the high cost involved, I must ask that Jarrett Builders break out the pricing as follows:

- Removal Items
 - 202-01.57 – Removal of Structures and Obstructions (4 Magnolia Trees) – LS
 - 202-01.58 – Removal of Structures and Obstructions (Existing Retaining Walls) – LS
- Retaining Walls
 - 303-01 – Mineral Aggregate, Type A Base, Grading D – TON – (\$19.30/TON bid price)
 - 303-10.01 – Mineral Aggregate (Size 57) – TON
 - 604-01.01 – Class A Concrete (Roadway) – C.Y.
 - 604-01.02 – Steel Bar Reinforcement (Roadway) – LB.
 - Wall Finish
 - 604-12.04 – Stone Veneer Finish – S.F. → FORM LINER
 - 612-01 – Uniform-Course Stone Masonry – C.Y. → NATURAL STONE
 - 710-04 – Filter Cloth Underdrain (With Pipe) – L.F. – (\$5.00/L.F. bid price)
 - 740-10.03 – Geotextile (Type III)(Erosion Control) – S.Y. → Is this the correct geotextile?

If we decide to go this route, I will ask that AJ prepare the actual quantities, so that we are working from the same set of data.

What are your thoughts?

Jonathan Marston, P.E.
Assistant Director of Engineering

City of Franklin, TN

From: Justin Luther [mailto:justin@jarrettbuildersinc.com]
Sent: Monday, October 02, 2017 1:44 PM
To: Jonathan Marston <jonathan.marston@franklintn.gov>
Cc: Jackie Hunter <jhunter@ssr-inc.com>; Zachary Dysinger <zdysinger@ssr-inc.com>; Mike Wood <mike@jarrettbuildersinc.com>
Subject: Re: Hunters Bend - Revised Pricing

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1106 Lebanon Pike
Nashville, TN 37210
Mobile : (615) 499 - 9070
Office : (615) 515 - 1270



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Further, I looked at our concrete schedule earlier this morning, and the best we can do as of today is the week of the 16th. We are trying to find more people to hire so we can get out there sooner. If we can mob earlier than that, I will let you know but that is worse case scenario. I would rather tell you this now than about 2 weeks down the road when it's time to start.

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Jackie Hunter

From: Jonathan Marston <jonathan.marston@franklintn.gov>
Sent: Tuesday, October 3, 2017 12:30 PM
To: Jackie Hunter
Cc: Zachary Dysinger; Paul Holzen
Subject: RE: Hunters Bend - Revised Pricing

Importance: High

Jackie,

Thanks for the quick response. Since we are in agreement, please have AJ go ahead and work-up the appropriate quantities for comparison.

Jonathan Marston, P.E.
Assistant Director of Engineering
City of Franklin, TN

From: Jackie Hunter [mailto:jhunter@ssr-inc.com]
Sent: Tuesday, October 03, 2017 12:02 PM
To: Jonathan Marston <jonathan.marston@franklintn.gov>
Cc: Zachary Dysinger <zdysinger@ssr-inc.com>; Paul Holzen <paul.holzen@franklintn.gov>
Subject: RE: Hunters Bend - Revised Pricing

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Jonathan,

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Thanks,
Jackie

From: Jonathan Marston [mailto:jonathan.marston@franklintn.gov]
Sent: Monday, October 2, 2017 5:40 PM
To: Jackie Hunter <jhunter@ssr-inc.com>
Cc: Zachary Dysinger <zdysinger@ssr-inc.com>; Paul Holzen <paul.holzen@franklintn.gov>
Subject: RE: Hunters Bend - Revised Pricing
Importance: High

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What are your thoughts?

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Assistant Director of Engineering
City of Franklin, TN

From: Justin Luther [mailto:justin@jarrettbuildersinc.com]
Sent: Monday, October 02, 2017 1:44 PM
To: Jonathan Marston <jonathan.marston@franklinton.gov>
Cc: Jackie Hunter <jhunter@ssr-inc.com>; Zachary Dysinger <zdysinger@ssr-inc.com>; Mike Wood <mike@jarrettbuildersinc.com>
Subject: Re: Hunters Bend - Revised Pricing

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Thanks,

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Jonathan,

I just spoke with Brian Butler regarding the plan revisions, and of course, he isn't at work today. I've asked him to get me his pricing in no later than first thing Monday morning (8am). That is the only thing I am missing for

Jackie Hunter

From: Jonathan Marston <jonathan.marston@franklin.tn.gov>
Sent: Tuesday, October 10, 2017 5:24 PM
To: Jackie Hunter; Zachary Dysinger
Cc: Paul Holzen
Subject: Hunters Bend Elementary Safe Routes to School (SRTS) Project (TDOT PIN 118151.00) - Detailed Cost Estimate for Proposed Retaining Walls
Attachments: HuntersBendSRTS_RetainingWalls_CostComparison.xlsx
Importance: High

Jackie and Zach,

Using the quantities provided by AJ, I have been able to put together a quick estimate, which is attached, using individual TDOT line items. The assumptions I used in creating this estimate were:

- Rounded all quantities up to nearest whole value,
- Used standard TDOT Road Items for all quantities,
- Used 2017 TDOT Price Information, which includes project costs from January 2016 thru December 2016.
 - Used the "State" or "Region 3" average unit price, whichever one was greater.
 - Prices were rounded up for easy calculation.
- For two items, I had to go back to 2014 to obtain unit prices. To estimate the 2017 unit price, I used the 2014 and 2017 unit cost for 303-01 (Mineral Aggregate) to determine the approximate "inflation," which was approximately 21%.
 - 604-12.01 – Concrete Imprinting = Form Liner
 - 2014 Price - \$6.30
 - 2017 *Estimated* Price - \$8.00 (rounded up from \$7.63)
 - 604-12.04 – Stone Veneer Finish = Natural Stone
 - 2014 Price - \$36.09
 - 2017 *Estimated* Price - \$44.00 (rounded up from \$43.69)

For both wall options, I also calculated the 10%, 15%, 20% & 25% overage. The cost value highlighted in RED is the value closest to the contractor's proposed pricing for that option.

Taking all this information into account, it appears that the contractor's proposed pricing to construct the retaining walls is approximately 10 – 20% higher than would be expected using TDOT average unit prices. Given the small job size and somewhat difficult site conditions, the proposed pricing appears to be a fair price.

The BOMA should be giving us some direction at their work session tonight. When I know more information, I will pass it along, so that we can prepare and execute the necessary change order.

Thanks!



Jonathan Marston, P.E.
Assistant Director of Engineering
jonathan.marston@franklintn.gov
615.791.3218 Office
615.550.6675 Direct
615.791.3293 Fax

Jackie Hunter

From: Justin Luther <justin@jarrettbuildersinc.com>
Sent: Wednesday, October 11, 2017 7:15 AM
To: Jonathan Marston
Cc: Jackie Hunter; Zachary Dysinger
Subject: Re: Hunters Bend Elementary Safe Routes to School (TDOT PIN 118151.00) - Update on Price Proposal

Jonathan,

I am working on it this morning! I actually wanted to see if you could send me the contact info for the subcontract that is TDOT qualified? I would like to get them to price this now to see if we can't get a lower number. We can shave some dollars off our per SF number, but it's still not close enough to the engineer's estimate.

Thanks,

On Tue, Oct 10, 2017 at 10:58 PM, Jonathan Marston <jonathan.marston@frankltn.gov> wrote:

Justin,

I just wanted to follow-up and see if you have had a chance to obtain the breakdown for the retaining wall cost estimates? More specifically, were you able to "shave" some cost?

Jonathan Marston, P.E.

Assistant Director of Engineering

City of Franklin, TN

--

Justin Luther
Project Manager
Jarrett Builders, Inc.

1106 Lebanon Pike
Nashville, TN 37210
Mobile : (615) 499 - 9070
Office : (615) 515 - 1270

Jackie Hunter

From: Jackie Hunter
Sent: Tuesday, October 10, 2017 7:21 PM
To: 'Jonathan Marston'; Zachary Dysinger
Cc: Paul Holzen
Subject: RE: Hunters Bend Elementary Safe Routes to School (SRTS) Project (TDOT PIN 118151.00) - Detailed Cost Estimate for Proposed Retaining Walls

Jonathan,
Has Justin contacted you? If not, I would wait to see if they will come down on the price some anyway.
Jackie

From: Jonathan Marston [mailto:jonathan.marston@franklintn.gov]
Sent: Tuesday, October 10, 2017 5:24 PM
To: Jackie Hunter <jhunter@ssr-inc.com>; Zachary Dysinger <zdysinger@ssr-inc.com>
Cc: Paul Holzen <paul.holzen@franklintn.gov>
Subject: Hunters Bend Elementary Safe Routes to School (SRTS) Project (TDOT PIN 118151.00) - Detailed Cost Estimate for Proposed Retaining Walls
Importance: High

Jackie and Zach,

Using the quantities provided by AJ, I have been able to put together a quick estimate, which is attached, using individual TDOT line items. The assumptions I used in creating this estimate were:

- Rounded all quantities up to nearest whole value,
- Used standard TDOT Road Items for all quantities,
- Used 2017 TDOT Price Information, which includes project costs from January 2016 thru December 2016.
 - Used the "State" or "Region 3" average unit price, whichever one was greater.
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 - 604-12.01 – Concrete Imprinting = Form Liner
 - 2014 Price - \$6.30
 - 2017 *Estimated Price* - \$8.00 (rounded up from \$7.63)
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 - 2014 Price - \$36.09
 - 2017 *Estimated Price* - \$44.00 (rounded up from \$43.69)

For both wall options, I also calculated the 10%, 15%, 20% & 25% overage. The cost value highlighted in RED is the value closest to the contractor's proposed pricing for that option.

Taking all this information into account, it appears that the contractor's proposed pricing to construct the retaining walls is approximately 10 – 20% higher than would be expected using TDOT average unit prices. Given the small job size and somewhat difficult site conditions, the proposed pricing appears to be a fair price.

The BOMA should be giving us some direction at their work session tonight. When I know more information, I will pass it along, so that we can prepare and execute the necessary change order.

Thanks!



Jonathan Marston, P.E.
Assistant Director of Engineering
jonathan.marston@franklintn.gov
615.791.3218 Office
615.550.6675 Direct
615.791.3293 Fax

Jackie Hunter

From: Justin Luther <justin@jarrettbuildersinc.com>
Sent: Wednesday, October 18, 2017 3:54 PM
To: Jonathan Marston
Cc: Jackie Hunter; Zachary Dysinger; Paul Holzen
Subject: Re: Hunters Bend Elementary Safe Routes to School (TDOT PIN 118151.00) - Change Order Status Update
Attachments: cost breakout (revised).xlsx; Form 101 Change Order Authorization Form.pdf

Jonathan,

Please see attached for our proposed unit price. I have also included a cost breakout so you can see how we came to that number. I'm sure we will discuss it tomorrow at our meeting, but let me know if you have any questions or concerns from now to then!

Thanks,

On Wed, Oct 18, 2017 at 10:21 AM, Jonathan Marston <jonathan.marston@franklinton.gov> wrote:

Thank you!

Jonathan Marston, P.E.

Assistant Director of Engineering

City of Franklin, TN

From: Justin Luther [mailto:justin@jarrettbuildersinc.com]
Sent: Wednesday, October 18, 2017 5:37 AM
To: Jonathan Marston <jonathan.marston@franklinton.gov>
Cc: Jackie Hunter <jhunter@ssr-inc.com>; Zachary Dysinger <zdysinger@ssr-inc.com>; Paul Holzen <paul.holzen@franklinton.gov>
Subject: Re: Hunters Bend Elementary Safe Routes to School (TDOT PIN 118151.00) - Change Order Status Update

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Jonathan,

I will provide our revised numbers to Jackie today!

On Tue, Oct 17, 2017 at 11:01 AM, Jonathan Marston <jonathan.marston@franklintn.gov> wrote:

All,

What is the ETA for getting the change order documentation finalized so that I can get it on the upcoming CIC agenda?

Jonathan Marston, P.E.

Assistant Director of Engineering

City of Franklin, TN

From: Jonathan Marston

Sent: Friday, October 13, 2017 11:38 AM

To: 'Jackie Hunter' <jhunter@ssr-inc.com>; Zachary Dysinger <zdysinger@ssr-inc.com>; justin@jarrettbuildersinc.com

Subject: Hunters Bend Elementary Safe Routes to School (TDOT PIN 118151.00) - Missed Status Meeting & Update

Importance: High

Jackie, Zach, and Justin

I just wanted to apologize for your wasted trip to City Hall yesterday. I was the TDOT Safety & Operations Conference for the past couple. For future project status meetings, I will be sure to send out a calendar invite to everyone. This will make sure that we are all (mostly me) are on the same page about status meetings.

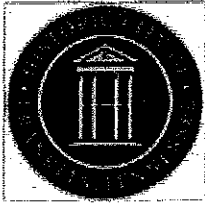
I also wanted to offer some updated information. At Tuesday's Work Session, the BOMA directed staff to continue with preparation of a change order for construction of the additional retaining walls **with the natural stone façade**. Due to local elections, there will not be a second BOMA meeting in October. However, the Capital Investment Committee (CIC) is still scheduled for Thursday, October 26TH. If

the item receives a favorable recommendation from the CIC, then it would be placed on the first regular BOMA meeting on November 14TH. This would tentatively allow work on the walls to start November 15TH.

Therefore, I would like to get this change order on the CIC agenda for October 26TH. I will be out of the office on vacation from Friday, October 20 until Wednesday, October 31. This means that I must have the complete change order no later than the middle of next week to get it on the agenda. I apologize for the short notice, but we did not receive direction from the BOMA until Tuesday evening, and I have been at a conference since then.

Please go ahead and include the four (4) items from the original, unapproved change order with this new one. I would still like to see a reduction in the cost for the retaining walls.

Please let me know if you have any questions or concerns.



Jonathan Marston, P.E.
Assistant Director of Engineering
jonathan.marston@franklintn.gov
615.791.3218 Office
615.550.6675 Direct
615.791.3293 Fax

--
Justin Luther

Project Manager

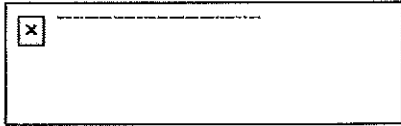
Jarrett Builders, Inc.

1106 Lebanon Pike

Nashville, TN 37210

Mobile : (615) 499 - 9070

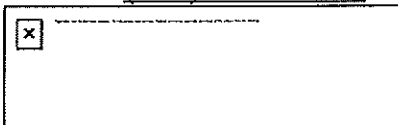
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Office : (615) 515 - 1270



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Change Order Authorization Form: 101A

Jarrett Companies Information

Division : Jarrett Builders ☒ Jarrett Paving ☐ Jarrett Fire ☐ Jarrett Concrete ☐

Project Manager : Justin Luther

Date : 10/18/17

Customer Information

Company Name : City of Franklin

Address : 109 3rd Ave S

Project Manager / Owner Representative : Jonathan Marston

Project Information

Project Name : Hunters Bend Elementary Safe Routes to School

Job # : J17041

Project Address : Fieldstone Parkway @ Hillsboro Road

Change Order Number : 1

Change Order Type :

Hourly ☐

Daily ☐

Unit Rate ☒

Lump Sum ☒

Description of Work

Lump Sum: Includes all labor and material costs associated with the removal of newly installed retaining walls and associated sidewalk. Price also includes the removal and replacement of 4ea magnolia trees.

Unit Price: Includes all labor and material costs associated with building the retaining walls per plans (both stone veneer and form liner quoted).

Cost Associated with Work Described Above

Lump Sum: \$14,600.00

Unit Price (stone veneer): \$158

Acceptance & Authorization :

Signature below denotes acceptance of work and associated cost described above as well as confirmation and authorization to proceed.

Signature : _____

Name (print) :

Company :

Title :

Date :

Signature : _____

Name (print):

Company :

Title :

Date :

1106 Lebanon Pike, Nashville, Tennessee 37210 / Office: (615) 515-1270 / Fax: (615) 515-1271

Description	Unit	Est Quan	Unit Price	Ext Price
Class A concrete	CY	202.07	\$ 650.00	\$ 131,345.50
Base stone	TON	103	\$ 25.00	\$ 2,575.00
4" perforated pipe	FT	300	\$ 5.00	\$ 1,500.00
#57 stone	TON	539.31	\$ 35.00	\$ 18,875.85
geotextile (type III)	SY	226.29	\$ 1.20	\$ 271.55
stone veneer	SF	2040.53	\$ 75.00	\$ 153,039.75
reinforcement steel	LB	14973	\$ 1.00	\$ 14,973.00
			\$ 2040.53	\$ 322,580.65
				158.09

HILLSBORO ROAD SIDEWALK GAP



LAW DEPARTMENT

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



**HISTORIC
FRANKLIN
TENNESSEE**

October 27, 2017

VIA ELECTRONIC MAIL
Doug.Berry@millermartin.com

Douglas Berry
Miller and Martin, PLLC
401 Commerce Street, Suite 720
Nashville, TN 37219-2449

**RE: COF Contract No. 2017-0287 Engagement Agreement for Mack Hatcher Condemnation
Suits Representation**

Dear Mr. Berry:

We are pleased to retain you and your firm as outside counsel. In addition to the following, the terms of representation are contained in the *City of Franklin Law Department Policy and Procedures for Outside Counsel* (the "Policy"), a copy of which is enclosed. Please familiarize yourself with the requirements contained in the *Policy* and ensure that all personnel working on City of Franklin matters are familiar with them as well. By continuing to undertake further representation, you are agreeing to abide by the terms of the *Policy*.

Please identify an individual to serve as a Principal Client Contact as required under the *Policy*. This person will serve as the Law Department's main point of contact for this engagement. It is also important that you keep the City Attorney's office informed regarding all aspects of the work in accordance with the requirements set out in the *Policy*. You are required to submit to our office, via e-mail, a litigation status report every six (6) months. We will provide a form to you electronically at the e-mail address you provide. Please note that all bills should be submitted to my attention. Please send both a detailed bill as well as a bill/invoice summary, which states simply the hours worked, hourly rate, and total amount due. Please use the name of the matter on your bills, and bill each matter separately from any other work you are performing for the City. For all billing inquiries, please provide us with a business office contact.

Please note that current market rates for general municipal work are approximately \$195.00 for Attorneys, \$175.00 for Associates and \$65.00 for a paralegal. Please indicate to us your terms and conditions. Note that the *Policy* requires that you receive recommendation from the City Attorney. While I understand that your work may involve different terms than standard municipal work, please note that any additional terms and conditions you may propose must be separately approved; the City has several standard terms and conditions that are not negotiable. By signing this engagement letter, you are agreeing to the terms contained in this letter and in the *Policy*.

As you may know, the City of Franklin is committed to meeting the goals of the City's Equal Business Opportunity ordinance. During the engagement, we may want to discuss with you how the firm can provide opportunities to minority or women owned firms or minority or female attorneys within the firm.



HISTORIC
FRANKLIN
TENNESSEE

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

Sincerely,

Shauna R. Billingsley
Shauna R. Billingsley
City Attorney

Enclosures

cc: Eric Stuckey, City Administrator

PLEASE FILL OUT THE FORM BELOW AND RETURN

Rates/hour or contract rate		Principal Client Contact Information
Attorney (includes partners)	\$265 / HR	Name: Douglas Berry
Associates	\$175 / HR	Telephone: (615) 744 8620
Paralegals	\$100 / HR	E-mail: doug.berry@willermartin.com
Copying costs	\$ /	Other information:
Other	\$ /	
Proposed by: DOUGLAS BERRY <i>Douglas Berry</i> Attorney Signature WILLER + MARTIN PLLC Firm Date: 10/27/17		Accepted by: _____ Dr. Ken Moore Mayor Date: _____

City of Franklin Law Department

Policy and Procedures for
Outside Legal Counsel



HISTORIC
FRANKLIN
TENNESSEE

Introduction

The City of Franklin Law Department Policy and Procedures for Outside Counsel ("Policy") is designed to provide law firms engaged by the City Attorney on behalf of the City of Franklin, its departments, boards, agencies, authorities, commissions, and employees (herein, collectively referred to as the "City") with the requirements for such legal representation. This Policy is mandatory for all law firms engaged by the City of Franklin Law Department (the "Law Department" or "Department"). All law firms representing the City are required to adhere to this Policy, and each such law firm shall ensure that all attorneys and support staff working on City matters are familiar with the requirements set forth herein.

The Law Department is committed to providing top quality legal services to the City. The Department recognizes that its vision will not become reality or its mission accomplished without the involvement and expertise of outside counsel on particular matters. This Policy is designed to ensure that the relationship between the Department and the outside firms is well managed and that all interested parties understand the relationship. This Policy also serves to articulate the specific requirements of the relationship.

This Policy sets forth the basis for the retention of outside law firms by the City of Franklin Law Department. When representing the City, your firm is expected to adhere to the requirements. The Policy will be modified from time to time. Changes to the Policy will be communicated to the law firms representing the City at the time of the changes. It is the responsibility of each law firm to ensure it is operating under the most current version of the Policy.

General Policy Applicable to All City of Franklin Matters

The information contained in this section of the Policy pertains to all matters in which law firms are engaged on behalf of the City. Each law firm is responsible to ensure that all attorneys and support staff working on matters for the City are familiar with this Policy. Outside counsel shall act only as an independent contractor; no employer-employee relationship shall be created between the City and outside counsel or outside counsel's employees or agents. Outside counsel and law firms shall abide by the Tennessee Rules of Professional Conduct and failure to abide by these rules will result in a breach of contract with the City.

Authority to Engage Outside Counsel

The City Charter provides that only the Board of Mayor and Aldermen ("BOMA") has the authority to contract and be contracted with. Therefore, it is essential that outside law firms do not perform work on behalf of the City unless the firm has been engaged by the City Attorney, pursuant to an arrangement consistent with this Policy, and unless the representation has been memorialized in an engagement letter sent by the City Attorney to the law firm and signed by BOMA on behalf of the City.

Budgets

Each law firm that is engaged on a legal matter for which it will be compensated in any manner other than a flat fee for the representation must submit to the City Attorney a good-faith estimate of the cost of the work. While it is likely in many engagements that the cost of the matter will be difficult to estimate at the early stages of the representation, the law firm should make a serious effort to estimate fees for the entire matter, or if that is not possible, for a defined portion of the matter as is deemed appropriate. The estimate will be used by the City Attorney to determine what level of funding to seek during the engagement. Each law firm that is engaged by the City will be expected to continuously monitor the extent of fees generated and to inform the City Attorney as soon as possible if the fees are expected to exceed previous estimates. At times, it may be appropriate to estimate the fees according to various aspects of the work and plan to submit supplemental requests for funding. It is expected that, if this method is used, the law firm (through the Principal Client

Contact) will work closely with the City Attorney to anticipate when a particular phase of the work is drawing to a close and additional authority is needed. For litigation matters, please see additional information on budgets included in the section on litigation guidelines.

Firm's Lead Counsel

When the law firm is first engaged by the City Attorney, the firm will designate a Lead Counsel, who will be responsible for managing the overall relationship between the law firm and the City Attorney. The firm's Lead Counsel is responsible to designate the Client Service Team for every matter for which the firm is engaged, to oversee the billing (including arranging for any alternative billing arrangements), to ensure adherence to this Policy and top quality service, and to interact regularly with the City Attorney and the designated staff within the Law Department and to address with the City Attorney any potential conflicts of interest. The firm's Lead Counsel will be required, from time to time, to engage in a review of the relationship between the law firm and the City and to assess the quality and costs of the service with the City Attorney. The firm's Lead Counsel will be responsible to manage the particular engagement to ensure that the City Attorney is kept informed of developments in the particular matter and that the Client Service Team works closely with the City's Law Department.

City Client Service Team

Each law firm providing service to the City is required to designate a Client Service Team to coordinate with the Law Department in the representation. The team shall include the following:

1. The firm's Lead Counsel who will be responsible for the particular matter.
2. The Principal Client Contact who will be responsible to assemble the Client Service Team needed to address the particular matter and to work closely with the Responsible Law Department Attorney, other Law Department staff as deemed appropriate, and the business contacts as deemed appropriate.

At the time a matter is assigned to the law firm, the Department will expect the law firm to designate a Client Service Team appropriate to the particular matter. The experience of the team members and the number of attorneys and support staff assigned to each matter will be determined by the law firm in consultation with the City Attorney and will be designed to properly staff the matter in a manner that is appropriate, while being cost effective. Changes to the Client Service Team should not be made unless first reviewed by the law firm with the City Attorney.

City of Franklin Contacts

It is essential that, when providing legal services to the City of Franklin, the City Attorney and the law firms work closely at all times. The law firm should strive to work with the Law Department in conjunction with the business contacts in the City and not communicate solely with the business contacts. Law firms should not accept work from anyone in the City of Franklin other than the Law Department as no other department has authority to assign work to outside counsel. It is necessary that good communication be established among the law firm, the Law Department and the appropriate City Business Representative (discussed below).

The method used to provide this communication will likely vary according to the nature of the matter. For example, engagement of a firm to do multiple condemnations will require a different type of communication than one involving a single litigation matter. The City Attorney will work with the law firm to determine the type of communication that is expected for the particular matter, and the law firm shall adhere to those requirements. In addition, every firm providing legal service to the City will be expected to provide semi-annual form status reports to the City Attorney.

City Business Representative

Frequently, it will be necessary for the Law Department to arrange for the law firm to work directly with City representatives outside of the Law Department. If this type of activity is appropriate, the City Attorney will inform the law firm of the business contacts with whom the attorneys should work. The City Attorney will designate (in conjunction with the department being represented) a City Business Representative, who will serve as the principal business contact for the particular matter. In addition, the City Attorney will inform the firm's Lead Counsel of how the firm should communicate with the City Business Representative and when the Law Department Attorney should be included in those contacts. If in doubt, the law firm should always err on the side of communicating with the Law Department.

Matter Assignment

Legal work for the City of Franklin will only be assigned by the Law Department. Law firms performing work for the City should not accept any work outside the scope of the representation previously designated by the Law Department and pursuant to the engagement letter without specific written approval from the City Attorney. Any requests by business contacts to perform legal work should be immediately referred to the City Attorney. Failure to communicate additional work outside of the scope of representation to the City Attorney may result in a denial of fees claimed and any work performed will be considered a free service to the City. Any questions regarding whether a particular matter is within the designated representation for which the firm has been retained should be directed to the City Attorney.

Procurement of Professional Legal Services by the Law Department

It is the goal of the Law Department to procure legal services that are tailored to the particular legal need that has been identified. Consideration for such professional services will be at the discretion of the City Attorney, based on whether a firm's qualifications are consistent with the overall goals of the City in providing top quality legal work and opportunities for diverse law firms and attorneys to participate in the City's legal representation.

Promotion of Diversity

It is the policy of the Law Department to obtain legal services in a manner that is consistent with the City of Franklin's equal business opportunity policies. All statements of qualifications or proposals sought by the City Attorney for the provision of legal services will include a statement from the proponents on meaningful diversity practices and initiatives. Selection of outside counsel will be reviewed in light to the City's diversity objectives with consideration given to the establishment of co-counsel relationships between minority or female and majority-owned firms, the presence of female and minority partners in majority owned firms, mentor-protégé relationships, and meaningful opportunities for medium, small and sole practitioners to participate in work on behalf of the City.

Title VI

Due to federal funds received by the City, the law firm must agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Policy or in the employment practices of the law firm on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Further, the law firm shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Correspondence and Documents

All correspondence, pleadings and other documents created or transmitted by the law firm in connection with the representation of the City on a particular matter should clearly identify the matter on which the law firm is working.

Media Inquiries

Law firms retained by the City Law Department must refrain from responding to media inquiries about the legal work of the City. All requests from the media for comment should immediately be referred to the City Attorney. If the City Attorney is not available, the law firm should contact the City Administrator's office at (615) 791-3217.

Conflicts of Interest

All law firms representing the City must be free of conflicts of interests. Any potential conflicts should be disclosed and discussed with the City Attorney, whether they arise when the law firm is first engaged or arise after the relationship has been established. Conflicts will be discussed by the City Attorney and the firm's Lead Counsel and will be resolved in a manner that is consistent with the Tennessee Rules of Professional Conduct and all applicable ethics laws and regulations.

In addition to conflicts of interest that typically arise in law firms when representing private entities, an additional concern will be taken into account by the City Attorney when a determination is made on whether to grant a waiver of a conflict requested by a firm representing the City. If the request for a waiver relates to a matter of particular importance in the City's initiatives, or a particularly important public policy issue facing the City, the City Attorney may not agree to a waiver. The City Attorney recognizes that most law firms will have other clients who interact with the City on many levels and many issues. It is the intent of the City Attorney to address conflict waiver requests in a manner that affords maximum flexibility to the firms in representing other clients. However, law firms agreeing to perform work for the City should recognize that such work may at times create an actual or potential conflict and preclude the firm from representing other clients on certain public issues.

Training Programs

At times, law firms may be asked by City Business Representatives to provide training to city employees regarding particular issues of interest. Although the Law Department does not prohibit such training, no training should be undertaken without the prior approval of the City Attorney. Any training materials to be used by the law firm must be reviewed first by the City Attorney's office. Failure to submit such materials and to receive prior approval may result in a denial of fees claimed and any training provided will be considered a free service to the City.

Professional Liability Insurance

Unless otherwise requested, law firms represent that it carries professional liability insurance in accordance with the most current Government Tort Liability Act, which can currently be located at Tenn. Code Ann. § 29-20-403. It is the law firm's responsibility to keep informed of the current Government Tort Liability requirements and to adhere to those requirements. The policy shall indicate the attorneys in the firm that are covered and what percentage(s) of their practice are devoted to the area of law upon which they will be providing advice. The policy shall include at least a three (3) year Extended Reporting Provision.

If the above requirements and coverages are not included in the policy at any time during the representation, then the City Attorney may, without notice, terminate the relationship and all amounts due and owing, if any, may be paid within thirty (30) days if not disputed. The Department may request a certificate of insurance to substantiate the above coverages.

Retention of Records by Law Firms/Open Records Requests

The law firm should keep records of matters it handles for the City consistent with the Tennessee Rules of Professional Conduct and the City's internal record retention practices. The law firm should consider that some records it has in its possession, if not covered by attorney/client privilege, work

product protection or any other privilege, could be subject to an Open Records request pursuant to Tenn. Code Ann. § 10-7-501 *et seq.* If a law firm receives an Open Records request relating to a City matter, the City Attorney should be contacted immediately. Under no circumstances should a record be released or destroyed until the City Attorney's office concurs that the record is required to be disclosed or destroyed in accordance with the law.

Policy Regarding Litigation

In addition to the general policy, the following policy applies when a law firm is engaged by the Law Department to represent the City in litigation matters. These rules are supplemental and in addition to the response dates and conferences required by the Tennessee Civil Practice Act and the Federal Rules of Civil Procedure, where applicable.

Early Case Assessment

The Law Department believes that early evaluation of litigation brought against the City is an important aspect of providing cost-effective legal services. When a litigation matter is assigned to a law firm, the law firm should plan, within the first sixty (60) days after the matter is assigned, to hold a conference (the "Early Case Assessment Conference") with the City Attorney regarding how to handle the case. This early case assessment should include at least the following:

1. Fact evaluation: The law firm should develop the facts of the particular matter as fully as practicable during the first sixty (60) days after the matter is assigned. This factual investigation should include review of the available documents and interviews (in person, if possible) with the key witnesses.
2. Legal authority: The law firm should, during the early case assessment, prepare a summary of the principal legal authority relative to the matter and review this material with the City Attorney.
3. Summary: As part of the Early Case Assessment Conference, the law firm should prepare a written summary of the facts and law to be provided to the City Attorney prior to the Conference.

Litigation Budget

At the time a law firm is engaged to represent the City in litigation, the law firm is required to prepare a litigation budget, which should include the law firm's best estimate of the cost of litigating the matter, considering the need for expert witnesses, fact witness discovery and potential trial exhibits. The budget should be submitted to the City Attorney within sixty (60) days after the matter is assigned to the firm.

Retention of Experts

Approval by the City Attorney is required prior to any engagement of an expert by the law firm. The expert is required to submit a budget for his/her services, and approval of the budget must be obtained from the City Attorney prior to the authorization for any services. As litigation proceeds, the law firm is required to ensure that the budget is kept current. Before any written reports or summaries are elicited from an expert, the City Attorney must be contacted to discuss the effect of any such report on the case strategy.

Extensions of Time

Because lengthy extensions of time to respond to pleadings or provide discovery responses can increase the cost of litigating a matter or delay its resolution, lengthy extensions should not be routinely sought. Prior to authorizing any extension greater than three (3) months, the law firm must discuss the request with the City Attorney.

Vendors

Use by the law firm of vendors, such as court reporters, document management companies, or investigators, should be coordinated by the law firm with the City Attorney. The City of Franklin Law Department encourages law firms to seek opportunities to include minority, women and locally-owned business among its vendors, and to include such businesses among those who do work on City matters.

Alternative Dispute Resolution

The Law Department recognizes that certain, special matters may be considered for alternative dispute resolution ("ADR"), but as a general rule the City will not agree to such terms. Any law firm engaged to represent the City in a litigation matter should, throughout that representation, seek to identify times when the use of ADR might be an appropriate and cost effective option to resolve the matter. As these opportunities arise, the Lead Counsel should discuss the possibility with the City Attorney, who in conjunction with the law firm, will make a determination as to whether the City will engage in ADR.

Settlement Authorization

No case or claim in the City of Franklin may be settled, even by the City Attorney, without the authorization of the BOMA (except as may be previously authorized by the City Budget). Any law firm representing the City should not make any offers of settlement without prior authorization from the City Attorney. All approved offers of settlement should include information about the necessity of gaining authority to settle from the governing authority of the City. The Court and opposing counsel should be informed that any settlement offer communicated is contingent on such approval.

Strategic Discussions Required

Strategic, significant pleadings and discovery responses must be discussed with the City Attorney prior to their submittal to the court or opposing counsel. Drafts may be requested by the City Attorney to ensure review prior to the due date. It is recommended that the discussions and drafts be presented with at least one week for review by the Law Department.

Questions Regarding Litigation

Any questions regarding the guidelines for handling litigation matters should be directed to the City Attorney or City Administrator.

Legal Fees and Billing Requirements**Alternative Billing Arrangements**

The Law Department encourages the use of alternative billing arrangements whenever appropriate for work done by outside counsel. Such alternative billing arrangements could include flat fees for certain aspects of the work; blended rates for all personnel working on the matter; discounts associated with certain aspects of the works; standard government rates comparable to those offered the State of Tennessee or other local governments; and similar arrangements.

When the standard hourly billing method is used, the Law Department encourages law firms to consider the nature of public sector representation and adjust their hourly rates to reflect the need to be prudent in the expenditure of public money.

All billing arrangements must be discussed by the Business Representative and the City Attorney at the time the representation begins. The billing arrangement will be included in the engagement letters signed by the City Attorney and the Business Representative.

Billing Requirements

All bills for legal services should adhere to the following policy:

1. Bills should be submitted to the City Attorney.
2. The matter name and any relevant file information will be identified in the engagement letter, and this name should be used when the bill is submitted. Multiple matters should be submitted on separate invoices.
3. The preferred billing cycle is monthly. Bills should be submitted monthly covering each month's activity.
4. At the beginning of the representation, the firm's Lead Counsel should provide to the Law Department that name and contact information for the billing manager in the event we need to contact the billing manager regarding an invoice.
5. The bill should be submitted in the form substantially like the one described below; however, in addition to a detailed bill, a bill/invoice summary which states simply the hours worked, hourly rate, and total amount due should be sent as well.
6. Bills should include a record of all timekeepers on the file and the description of the work *should be in sufficient detail* to allow the Law Department and City staff to assess the nature and scope of the work performed, while protecting attorney/client privileged information. Itemize separate tasks on matters so that it is clear how much time was spent on each task; the City reserves the right to challenge the length of time spent on a task if it is not reasonable and customary under the circumstances. A single line entry of multiple tasks will not be approved.

Example of poor billing entry:

<u>Hours</u>	<u>Attorney</u>	<u>Matter</u>	<u>Task</u>
4 hours	XYZ	ABC litigation	Met client. Reviewed documents. Researched. Discussed with counsel. Advised. Drafted letter. Billed on TimeSlips.

Total= \$360.00

Example of good billing entry (using same tasks as above):

<u>Hours</u>	<u>Attorney</u>	<u>Matter</u>	<u>Task</u>
.50 hours	XYZ	ABC litigation	Met with Mr. Q, Ms. S and City Attorney.
.25 hours	XYZ	ABC litigation	Reviewed contract and exhibits, reviewed letter from Citizen B, reviewed minutes from April 1, 2007 BOMA meeting.
1.0 hours	RST	ABC litigation	Researched employment law in regard to letter from Citizen B.
1.0 hours	RST	ABC litigation	Researched case law on estoppel.
.25 hours	XYZ	ABC litigation	Telephone conference with Mr. Q discussed case law and research.
.50 hours	XYZ	ABC litigation	Met with Mr. Q, Ms. S and City Attorney discussed status and my thoughts on drafting the letter in response to Citizen B's letter.
.50 hours	XYZ	ABC litigation	Drafted letter to Citizen B responding to his breach of contract. (Note: billing time entries <i>disallowed</i> .)

Total: 4.0 hours

Rates: RST paralegal 2 hours @ \$ 40.00 per hour = \$ 80.00

XYZ attorney 2 hours @ \$140.00 per hour = \$280.00
\$360.00

Example of Summary Sheet Invoice to be included:

ABC Litigation

PROFESSIONAL SERVICES

<u>Staff</u>	<u>Time</u>	<u>Rate</u>	<u>Total</u>
XYZ	1.5 Hours	\$140.00	\$210.00
RST	1.5 Hours	\$ 60.00	<u>\$ 90.00</u>

TOTAL FEES THIS INVOICE: \$320.00

Travel

The City will reimburse outside counsel for reasonable travel expenses associated with the legal work performed on behalf of the City, provided the expenses meet all regulations established by the City's current Travel Policy, a copy of the most recently adopted version is attached as Exhibit A. All travel must be pre-approved by the City Attorney, and the law firm representatives should make travel arrangements that are consistent with the prudent use of public funds. Law firms will not be reimbursed for first class air travel, expenses at luxury hotels or similar expenditures. The City also will not pay for time spent traveling unless the attorney was performing work for the City while en route.

Staffing

When staffing a matter for the City, care should be taken to ensure that the staffing is appropriate for the matter, with limitations on the number of timekeepers assigned to the file. The number of timekeepers and the experience level of those timekeepers should be consistent with professional standards considering the complexity of the matter and the volume of the work. Staffing should be established at the beginning of the representation, and any changes to that staffing must be reviewed with the City Attorney.

Expenses and Disbursements

The City will reimburse law firms for reasonable disbursements. The cost of filing fees, long distance phone calls (telephone and facsimile), messenger and overnight delivery charges will be reimbursed at the actual expense incurred. Copying charges will be reimbursed at the maximum rate approved by BOMA in its records policy, a copy of the most recently adopted version can be found online at www.franklintrn.gov. Absent extenuating circumstances, it is expected that the firm will not charge the City for that research in addition to the time spent performing the research by the timekeeper. The City will not pay for secretarial overtime, library services, temporary employees, and similar expenses that should be included in the law firm's overhead (i.e., filing, billing, Westlaw® fees, etc.). Because the City is exempt from all taxes, such a line-item should not be charged. All other fees and charges shall be presumed to be a part of the Outside Counsel's overhead and shall be denied unless specifically authorized by the City Attorney.



401 COMMERCE STREET
SUITE 720
NASHVILLE, TN 37219-2449
615-244-9270
FAX 615-256-8197



Douglas Berry

Direct Dial 615-744-8620
Direct Fax 615-744-8635
dberry@millermartin.com

October 26, 2017

Shauna Billingsley
City Attorney
City of Franklin
P.O. Box 305
Franklin, TN 37064

Re: Legal Representation in Condemnation Suits ("the Litigation")
to be filed for Mack Hatcher By-Pass, Northwest Quadrant—State Project
#94092-2216-14; Federal Project #STP/HPP-397(10) ("the Project")

Dear Ms. Billingsley:

I was previously appointed special additional counsel to represent the State of Tennessee in connection with condemnation lawsuits for the above project. (See August 25, 2010 letter from Governor Phil Bredesen, attached). Four suits have been filed pursuant to this authority. Two of those are still pending. During the last two months, I have met with City Administrator, Eric Stuckey, and other City officials concerning this firm's handling additional cases on the Project. I was also informed last week by Deputy Attorney General, George Boyte, that the gubernatorial appointment is still valid and in force for whatever additional actions need to be filed.

The City of Franklin ("City") has agreed with the State to pay the cost of acquiring additional right-of-way, easements, and other property rights necessary for the Project. It is expected that some or all of these costs may be reimbursed in the future. The City has also agreed to compensate this firm for our legal services in connection with this appointment.

This letter will contain the terms of and govern all new cases referred to us for the Litigation.

Client: Our client in the Litigation will be the State of Tennessee. However, because the City and State by formal agreement are sharing the costs of design,

construction, and acquisition of right-of-way, the City is also a client. The City has a complete unity of interest with the State in paying only a fair and reasonable amount for right-of-way, easements, and other rights.

Scope of Engagement: This engagement is limited to representing the State and City in the Litigation. Because we are neither the City or State's general counsel, our representation is limited to specific matters that either City or State asks us to handle and that we agree in writing to undertake.

Client Responsibilities: Litigation often burdens and inconveniences the parties involved. To do our job properly, we need certain commitments from the City: it agrees to be candid with us and to fully, accurately, and timely disclose to us all facts, documents, electronically stored information, and other information that may relate to this matter. The City must preserve all evidence, including documents and electronically stored information, related to the Litigation. It agrees to cooperate with us, to commit resources sufficient to meet its discovery obligations, and to make its officers and employees available to meet with us and to attend trial, depositions, and other proceedings. It agrees to notify us of any material changes in its business, such as an acquisition, merger, or substantial change in ownership, so that we can consider whether they create a conflict of interest with our other clients.

Payment: We trust that you understand the importance of timely payment for our work. The Company agrees to pay our fees and expenses, as provided below.

Fees: We base our fees primarily on the time spent by our professionals and their hourly billing rates. My hourly rate for these cases will be \$265.00. Other rates range from \$185 for new associates to \$685 for senior partners and from \$185 to \$250 for legal assistants. However, we will not make assignments to any attorney whose hourly rates are greater than mine and will not charge for legal assistants at a rate higher than \$175 per hour. In collecting, processing, and producing electronically stored information, we may use litigation-support personnel at rates ranging from \$175 to \$225 per hour. All rates are subject to change and are usually increased each January. We will bill for, among other things, responding to requests to provide information to auditors, waiting in court or for other proceedings, and time spent in necessary travel.

Expenses: Our bills will include expenses we incur in this engagement. These include charges for copying, postage, delivery services, computerized research, travel, long-distance telephone, facsimile or data transmission, and, if our work requires it, secretarial and staff overtime. They also include fees for filing with the court, court reporters, transcripts, process servers, and witnesses. The City has already hired an expert appraiser for these cases. If we believe that additional appraisers or other experts are necessary to represent the State and City's interests, we will make that recommendation

to the City legal staff and State attorney general. The City should expect to pay the fees and expenses of any additional experts directly.

Bills: We will send statements, normally each month, showing our services rendered and expenses incurred. Payment is due on receipt. We intend to charge reasonable fees, so please review the bills and, if the City is dissatisfied or unable to pay promptly, contact me to discuss. We may withdraw if the City does not pay within 30 days.

Estimates: Litigation is unpredictable; circumstances beyond our control often determine the amount of work. If we estimate or budget an amount of fees, it is only an estimate and not a fixed fee, fee quote, or guaranteed maximum. If anyone at our firm makes a statement about possible outcomes, it is an opinion only, based on information available to him or her at the time, and not a promise or guarantee. The Company agrees to pay us regardless of the outcome.

End of Engagement: The City and State may terminate our representation at any time by notifying us in writing. We may withdraw from representation as permitted or required by the lawyers' rules of professional conduct. The City will be obligated to pay for fees and expenses incurred up until termination or withdrawal, including for incomplete work in progress. Unless terminated earlier, our representation will automatically terminate when we send the last statement with descriptions of our services in the matter.

Files: During and after this engagement, we may convert paper documents to digital format and retain only the digital copy. We may delete and destroy all records from this representation at the end of the firm's document-retention period, which for client files is currently seven years after conclusion of the matter, without further notice. We will send the City its file if it requests it before then, though we may retain a copy. We may exclude from the file our own files on the matter, which include, for example, firm administrative records, time and expense reports, credit and accounting records, and our lawyers' work-product prepared for our internal use, such as drafts, notes, internal memoranda, and legal and factual research or investigation.

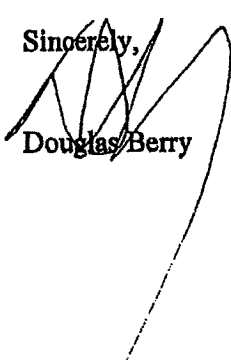
Post-Engagement: After the Litigation concludes, the law or circumstances may change, affecting the City's rights and liabilities. Unless the City engages us to provide additional legal advice, we will not have a duty to advise it about future developments. We may send newsletters, email alerts, or otherwise inform it of issues of interest, but these communications do not reinstate the attorney-client relationship or create a duty to represent it in other matters. If we record any judgment, lien, or financing statement, we will not be obligated to renew or refile it unless we agree in writing.

Consent to Future Conflicts: Miller & Martin represents many clients in many lines of business. Once we receive final title information on the properties to be condemned, it may be that some of the persons with an interest in the property are existing clients of this firm in unrelated matters. Moreover, during or after this engagement, the City may have a transaction or dispute with one of the firm's other present or future clients. While we are not aware of, or have separately disclosed, any present situations in which the City's interests are directly adverse to another firm client, other than Franklin TN Medical Investors, LLC, we do not know all of the parties with which it does business, and a conflict could arise because another firm client does business or competes with it. Under the rules of professional conduct for lawyers, we cannot represent a client whose interests are directly adverse to the City's without the informed consent of both clients. The City should consult with separate counsel about this paragraph, which asks it to consent, in advance, to our representation of current or future clients whose interests may be adverse to it, as follows: The City agrees that our representation of it in the Litigation will not disqualify us from representing other clients who are opposed to it in other matters, including litigation, if those matters are not substantially related to our representation of the City, and it waives the conflict of interest with respect to those representations. We will not, however, use any proprietary or other confidential information that we obtain from representing the Company to its disadvantage in any litigation or other matter in which we represent another client adverse to it.

If the City disagrees with anything in this letter, please let me know as soon as possible so that we can resolve the differences. Otherwise, please sign below to accept this agreement and return a copy to me. If for any reason we do not receive a signed copy, then the City's acceptance of our services in the Litigation will constitute acceptance of the terms of this letter.

We appreciate the chance to serve and look forward to working with you.

Sincerely,



Douglas Berry

AGREED TO AND ACCEPTED:

City of Franklin

By: _____

Title: _____



401 COMMERCE STREET
SUITE 720
NASHVILLE, TN 37219-2449
615-244-9270
FAX 615-256-8197



Douglas Berry

Direct Dial 615-744-8620
Direct Fax 615-744-8635
dberry@millermartin.com

October 26, 2017

Shauna Billingsley
City Attorney
City of Franklin
P.O. Box 305
Franklin, TN 37064

Re: Legal Representation in Condemnation Suits (“the Litigation”)
to be filed for Mack Hatcher By-Pass, Northwest Quadrant—State Project
#94092-2216-14; Federal Project #STP/HPP-397(10) (“the Project”)

Dear Ms. Billingsley:

I was previously appointed special additional counsel to represent the State of Tennessee in connection with condemnation lawsuits for the above project. (See August 25, 2010 letter from Governor Phil Bredesen, attached). Four suits have been filed pursuant to this authority. Two of those are still pending. During the last two months, I have met with City Administrator, Eric Stuckey, and other City officials concerning this firm’s handling additional cases on the Project. I was also informed last week by Deputy Attorney General, George Boyte, that the gubernatorial appointment is still valid and in force for whatever additional actions need to be filed.

The City of Franklin (“City”) has agreed with the State to pay the cost of acquiring additional right-of-way, easements, and other property rights necessary for the Project. It is expected that some or all of these costs may be reimbursed in the future. The City has also agreed to compensate this firm for our legal services in connection with this appointment.

This letter will contain the terms of and govern all new cases referred to us for the Litigation.

Client: Our client in the Litigation will be the State of Tennessee. However, because the City and State by formal agreement are sharing the costs of design,

construction, and acquisition of right-of-way, the City is also a client. The City has a complete unity of interest with the State in paying only a fair and reasonable amount for right-of-way, easements, and other rights.

Scope of Engagement: This engagement is limited to representing the State and City in the Litigation. Because we are neither the City or State's general counsel, our representation is limited to specific matters that either City or State asks us to handle and that we agree in writing to undertake.

Client Responsibilities: Litigation often burdens and inconveniences the parties involved. To do our job properly, we need certain commitments from the City: it agrees to be candid with us and to fully, accurately, and timely disclose to us all facts, documents, electronically stored information, and other information that may relate to this matter. The City must preserve all evidence, including documents and electronically stored information, related to the Litigation. It agrees to cooperate with us, to commit resources sufficient to meet its discovery obligations, and to make its officers and employees available to meet with us and to attend trial, depositions, and other proceedings. It agrees to notify us of any material changes in its business, such as an acquisition, merger, or substantial change in ownership, so that we can consider whether they create a conflict of interest with our other clients.

Payment: We trust that you understand the importance of timely payment for our work. The Company agrees to pay our fees and expenses, as provided below.

Fees: We base our fees primarily on the time spent by our professionals and their hourly billing rates. My hourly rate for these cases will be \$265.00. Other rates range from \$185 for new associates to \$685 for senior partners and from \$185 to \$250 for legal assistants. However, we will not make assignments to any attorney whose hourly rates are greater than mine and will not charge for legal assistants at a rate higher than \$175 per hour. In collecting, processing, and producing electronically stored information, we may use litigation-support personnel at rates ranging from \$175 to \$225 per hour. All rates are subject to change and are usually increased each January. We will bill for, among other things, responding to requests to provide information to auditors, waiting in court or for other proceedings, and time spent in necessary travel.

Expenses: Our bills will include expenses we incur in this engagement. These include charges for copying, postage, delivery services, computerized research, travel, long-distance telephone, facsimile or data transmission, and, if our work requires it, secretarial and staff overtime. They also include fees for filing with the court, court reporters, transcripts, process servers, and witnesses. The City has already hired an expert appraiser for these cases. If we believe that additional appraisers or other experts are necessary to represent the State and City's interests, we will make that recommendation

to the City legal staff and State attorney general. The City should expect to pay the fees and expenses of any additional experts directly.

Bills: We will send statements, normally each month, showing our services rendered and expenses incurred. Payment is due on receipt. We intend to charge reasonable fees, so please review the bills and, if the City is dissatisfied or unable to pay promptly, contact me to discuss. We may withdraw if the City does not pay within 30 days.

Estimates: Litigation is unpredictable; circumstances beyond our control often determine the amount of work. If we estimate or budget an amount of fees, it is only an estimate and not a fixed fee, fee quote, or guaranteed maximum. If anyone at our firm makes a statement about possible outcomes, it is an opinion only, based on information available to him or her at the time, and not a promise or guarantee. The Company agrees to pay us regardless of the outcome.

End of Engagement: The City and State may terminate our representation at any time by notifying us in writing. We may withdraw from representation as permitted or required by the lawyers' rules of professional conduct. The City will be obligated to pay for fees and expenses incurred up until termination or withdrawal, including for incomplete work in progress. Unless terminated earlier, our representation will automatically terminate when we send the last statement with descriptions of our services in the matter.

Files: During and after this engagement, we may convert paper documents to digital format and retain only the digital copy. We may delete and destroy all records from this representation at the end of the firm's document-retention period, which for client files is currently seven years after conclusion of the matter, without further notice. We will send the City its file if it requests it before then, though we may retain a copy. We may exclude from the file our own files on the matter, which include, for example, firm administrative records, time and expense reports, credit and accounting records, and our lawyers' work-product prepared for our internal use, such as drafts, notes, internal memoranda, and legal and factual research or investigation.

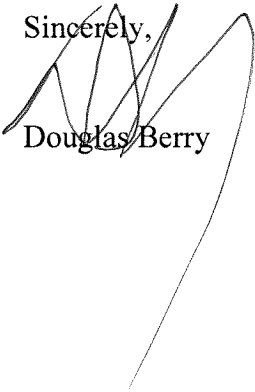
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We appreciate the chance to serve and look forward to working with you.

Sincerely,



Douglas Berry

AGREED TO AND ACCEPTED:

City of Franklin

By: _____

Title: _____

ORDINANCE 2016-25

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION.”

WHEREAS, the City of Franklin’s intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

WHEREAS, operating and maintenance costs for public parkland of less than five acres is not cost effective for the City; and

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the “Plan”), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-411. - Completion and Acceptance.
- Sec. 25-412. - Use of Parkland Impact Fees.
- Sec. 25-413. - Reimbursement for City Acquired Parkland.
- Sec. 25-414. - Ordinance Administration and Final Approval.
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

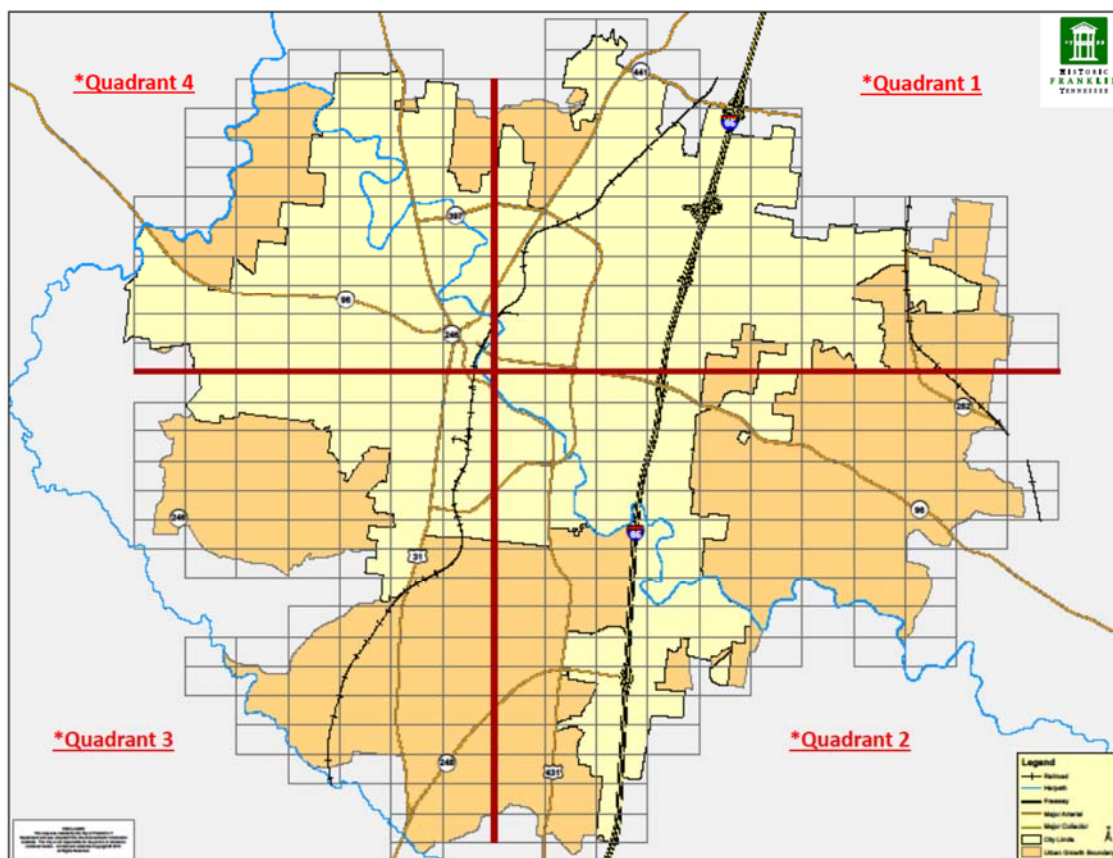
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.
- (5) Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used 100 percent within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance

with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming

pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be

consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development. Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used 100 percent within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.
- (3) Consideration will be given to land that is in the Floodplain or may be considered "floodable" even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any

other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
- (3) This warranty is in addition to any rights or warranties expressed or implied by law.
- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount

	<u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

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

ATTEST:

By: _____

Eric Stuckey

City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

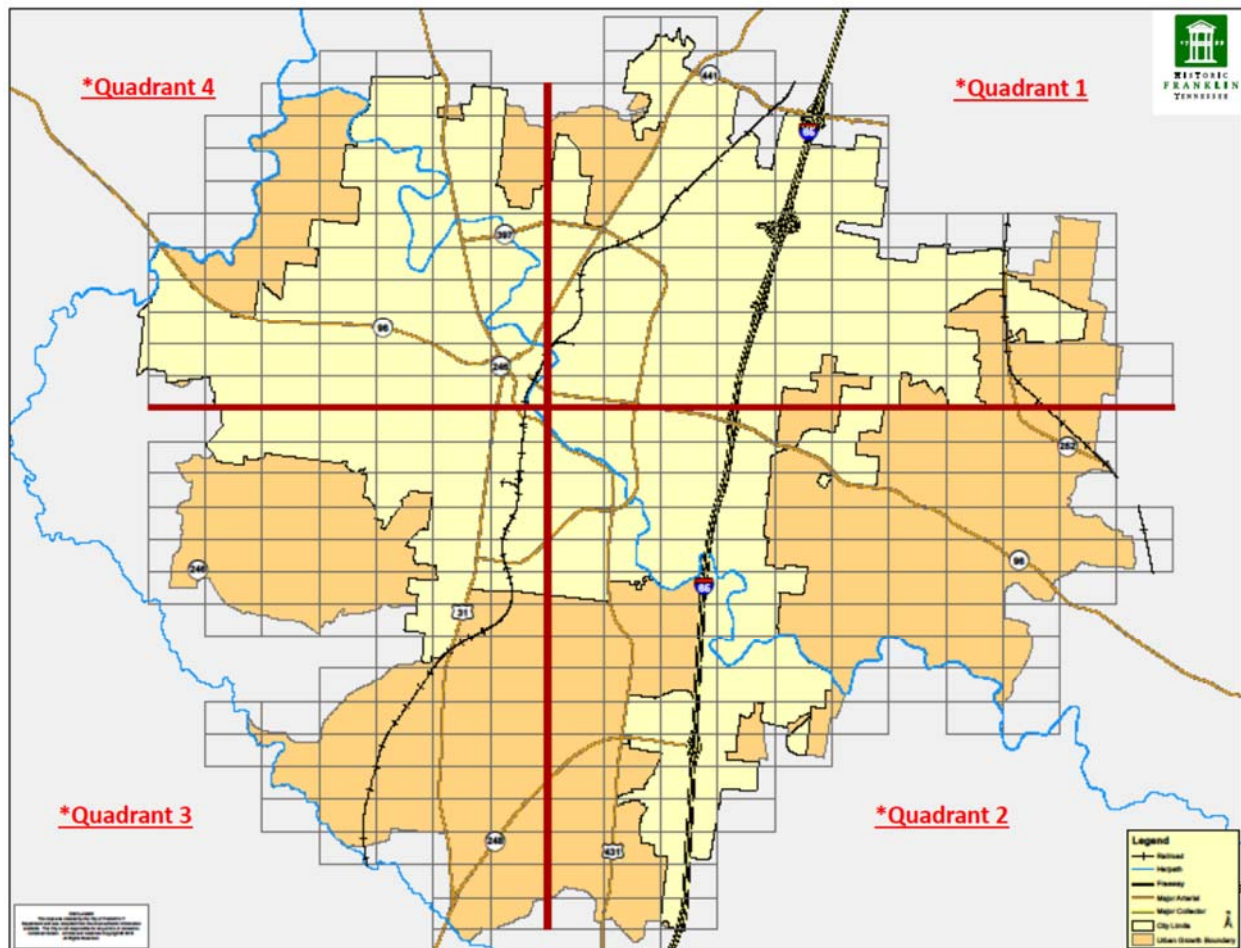
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

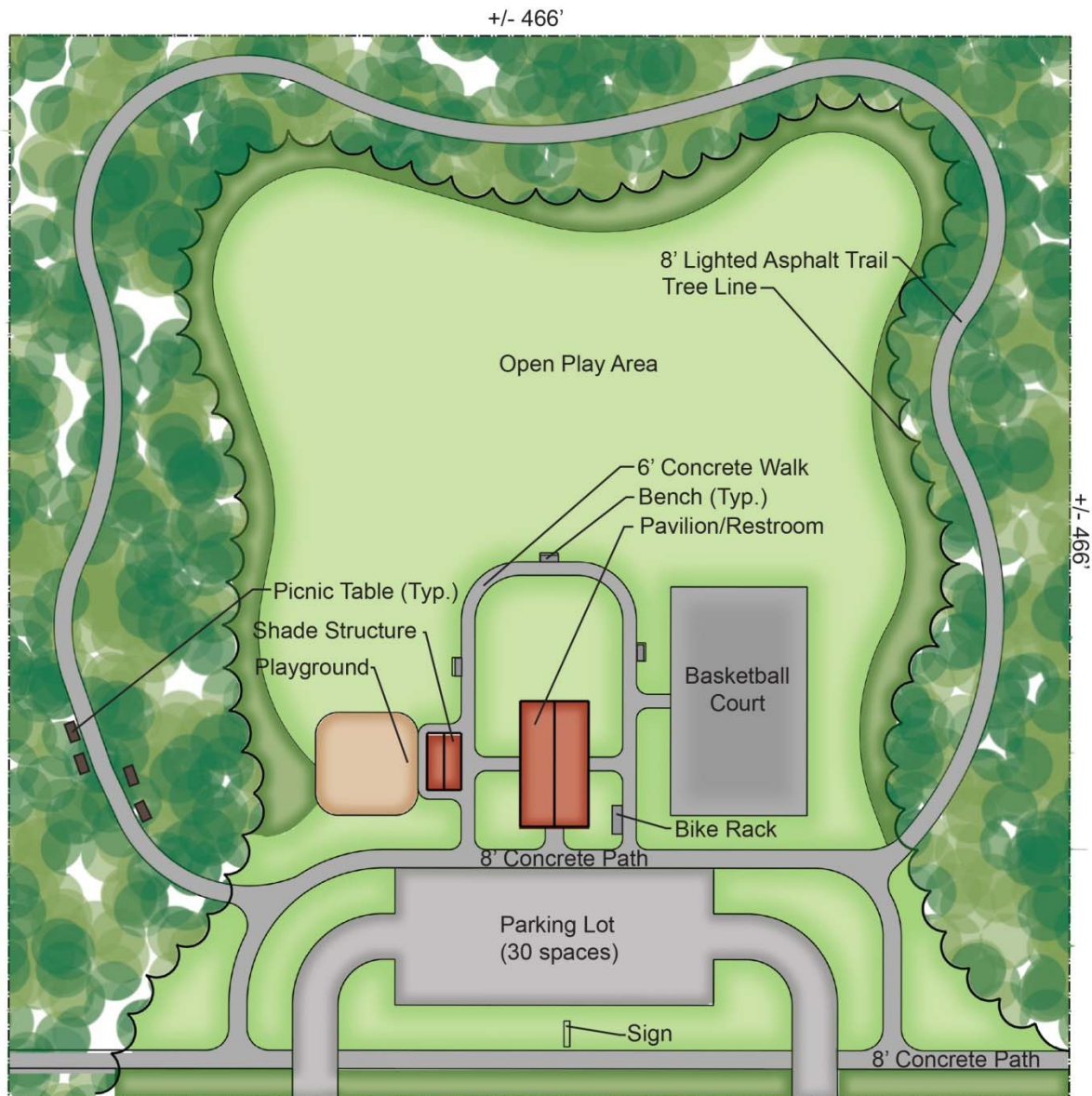
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space and site furnishings. The estimated costs include site preparation, utilities and storm drainage.

A generic site plan (without reference to a particular site) was developed to base an Opinion of Probable Cost. The generic site plan can be found on the following page.

The Opinion of Probable Cost was developed based on the following key assumptions:

- The site would be reasonably level by Franklin standards such that extensive earthwork would not be necessary and that no rock would be encountered in the excavation.
- Half the site (2.5 acres) would be cleared; it is assumed the site would not have mature trees
- A cut of 3 feet would be needed on ½ the site and a fill of 3 feet would be needed on the other ½ such that earthwork would balance.
- Water and sewer service would be available at the street in front of the park.
- Entry drives and parking area would be curbed; parking lot paved with asphalt.
- Landscape and lawn irrigation would be provided for the site.
- Where possible, quantities were taken off to include in the opinion of cost; when not possible allowances are provided.

The Opinion of Probable cost was developed using historical data for park construction by a design firm with extensive park design experience. The Opinion of Probable Cost can be found on the page following the site plan.



Franklin Generic Neighborhood Park
Scale: 1:60

City of Franklin Neighborhood Park

Opinion of Probable Construction Costs

Generic Concept Plan for 5 Acre Park

April, 2015



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

**ORDINANCE 2016-25
(As Amended)**

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION."

WHEREAS, the City of Franklin's intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

WHEREAS, operating and maintenance costs for public parkland of less than five acres is not cost effective for the City; and

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the "Plan"), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-411. - Completion and Acceptance.
- Sec. 25-412. - Use of Parkland Impact Fees.
- Sec. 25-413. - Reimbursement for City Acquired Parkland.
- Sec. 25-414. - Ordinance Administration and Final Approval.
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are

not intended to be used for programmed activities that result in overuse, noise, parking problems, and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

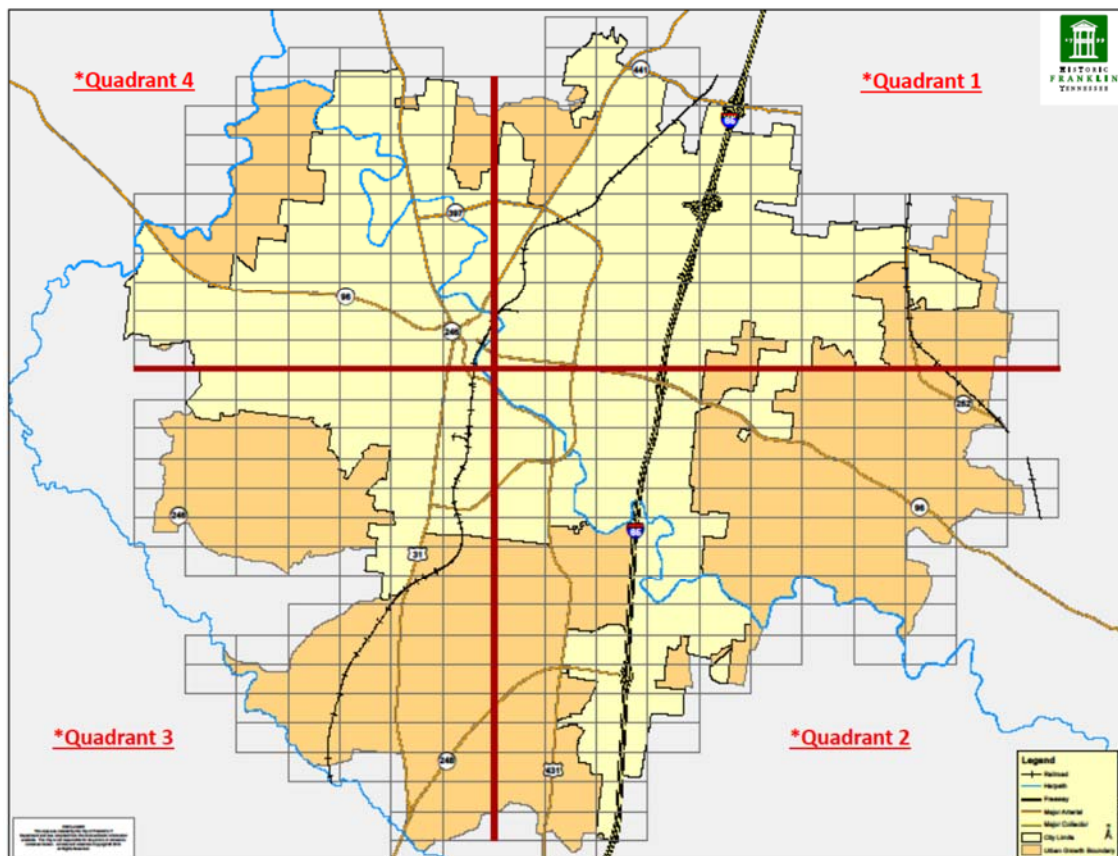
- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the

actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.
- (5) Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used 100 percent within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties,

Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial

guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-408. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within the quadrant in which the fee was collected and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming

pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

One hundred percent (100%) of the Parkland Impact Fees collected shall be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development. Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used one hundred percent (100%) within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.
- (3) Consideration will be given to land that is in the Floodplain or may be considered "floodable" even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any

other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
- (3) This warranty is in addition to any rights or warranties expressed or implied by law.
- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks in the quadrant in which the fee was collected.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount

	<u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

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

ATTEST:

By: _____

Eric Stuckey

City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

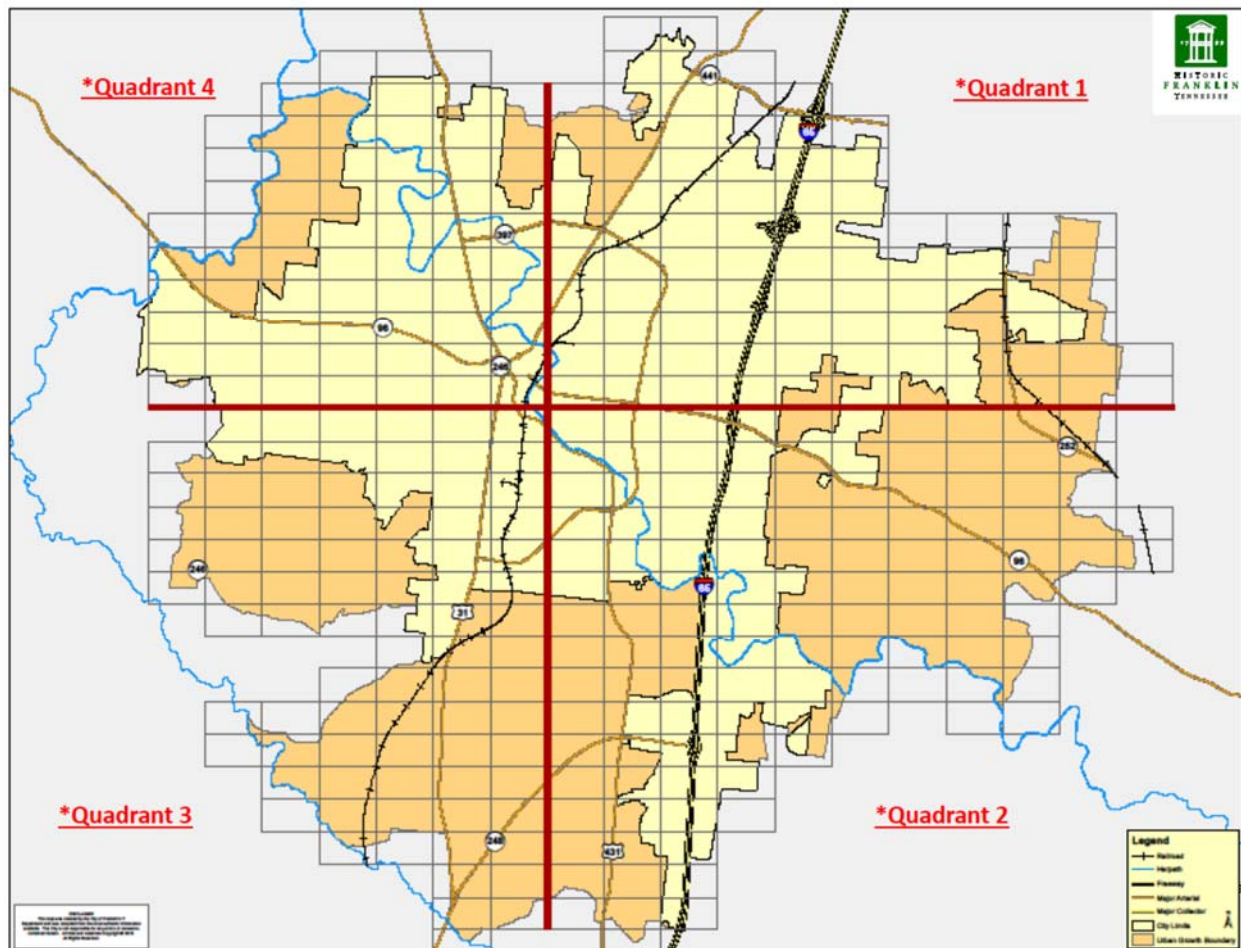
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

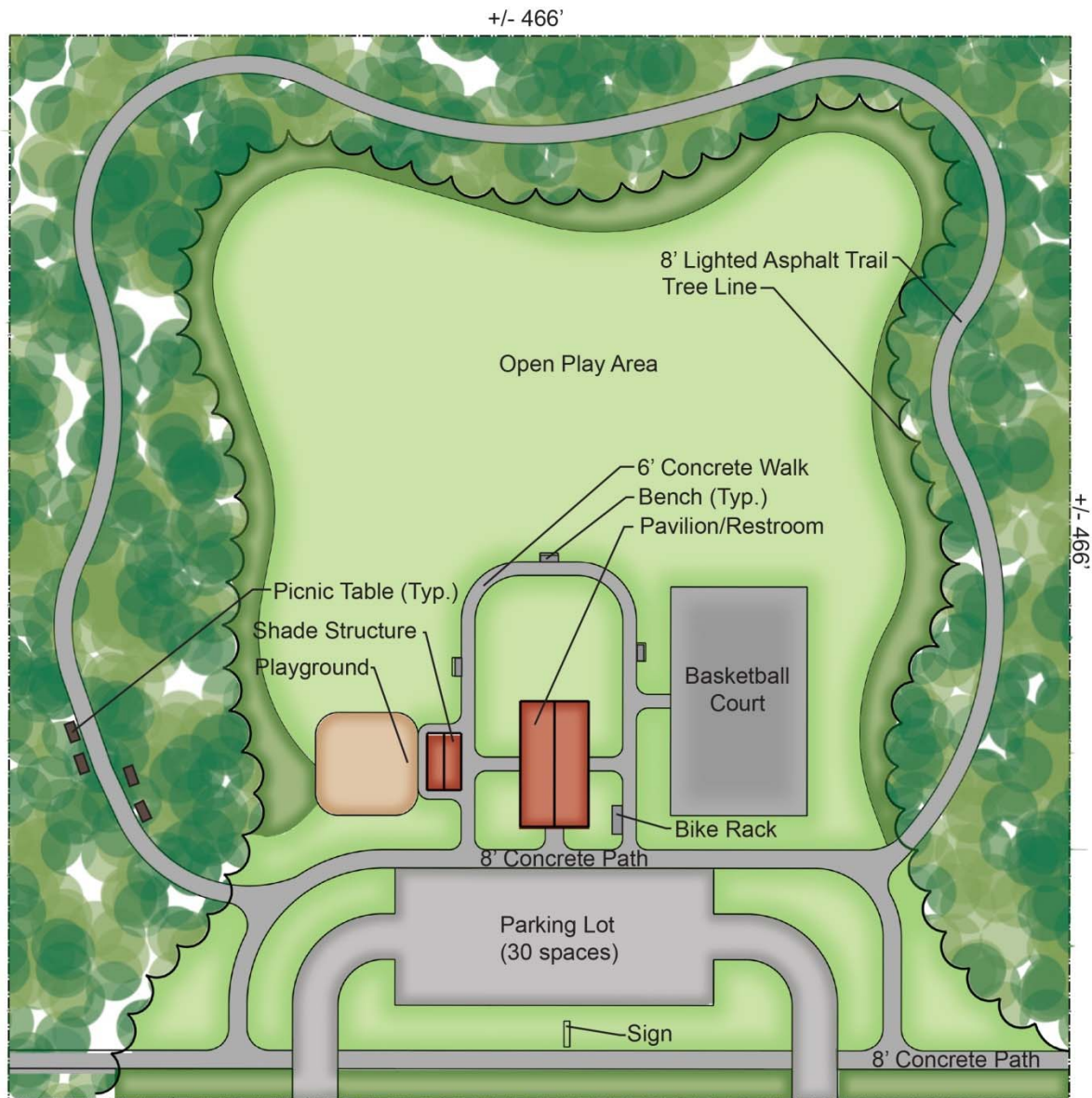
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space and site furnishings. The estimated costs include site preparation, utilities and storm drainage.

A generic site plan (without reference to a particular site) was developed to base an Opinion of Probable Cost. The generic site plan can be found on the following page.

The Opinion of Probable Cost was developed based on the following key assumptions:

- The site would be reasonably level by Franklin standards such that extensive earthwork would not be necessary and that no rock would be encountered in the excavation.
- Half the site (2.5 acres) would be cleared; it is assumed the site would not have mature trees
- A cut of 3 feet would be needed on ½ the site and a fill of 3 feet would be needed on the other ½ such that earthwork would balance.
- Water and sewer service would be available at the street in front of the park.
- Entry drives and parking area would be curbed; parking lot paved with asphalt.
- Landscape and lawn irrigation would be provided for the site.
- Where possible, quantities were taken off to include in the opinion of cost; when not possible allowances are provided.

The Opinion of Probable cost was developed using historical data for park construction by a design firm with extensive park design experience. The Opinion of Probable Cost can be found on the page following the site plan.



Franklin Generic Neighborhood Park
Scale: 1:60

City of Franklin Neighborhood Park
Opinion of Probable Construction Costs
Generic Concept Plan for 5 Acre Park
April, 2015



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

ORDINANCE 2016-25

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION."

WHEREAS, the City of Franklin's intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

WHEREAS, operating and maintenance costs for public parkland of less than five acres is not cost effective for the City; and

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the "Plan"), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-411. - Completion and Acceptance.
- Sec. 25-412. - Use of Parkland Impact Fees.
- Sec. 25-413. - Reimbursement for City Acquired Parkland.
- Sec. 25-414. - Ordinance Administration and Final Approval.
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

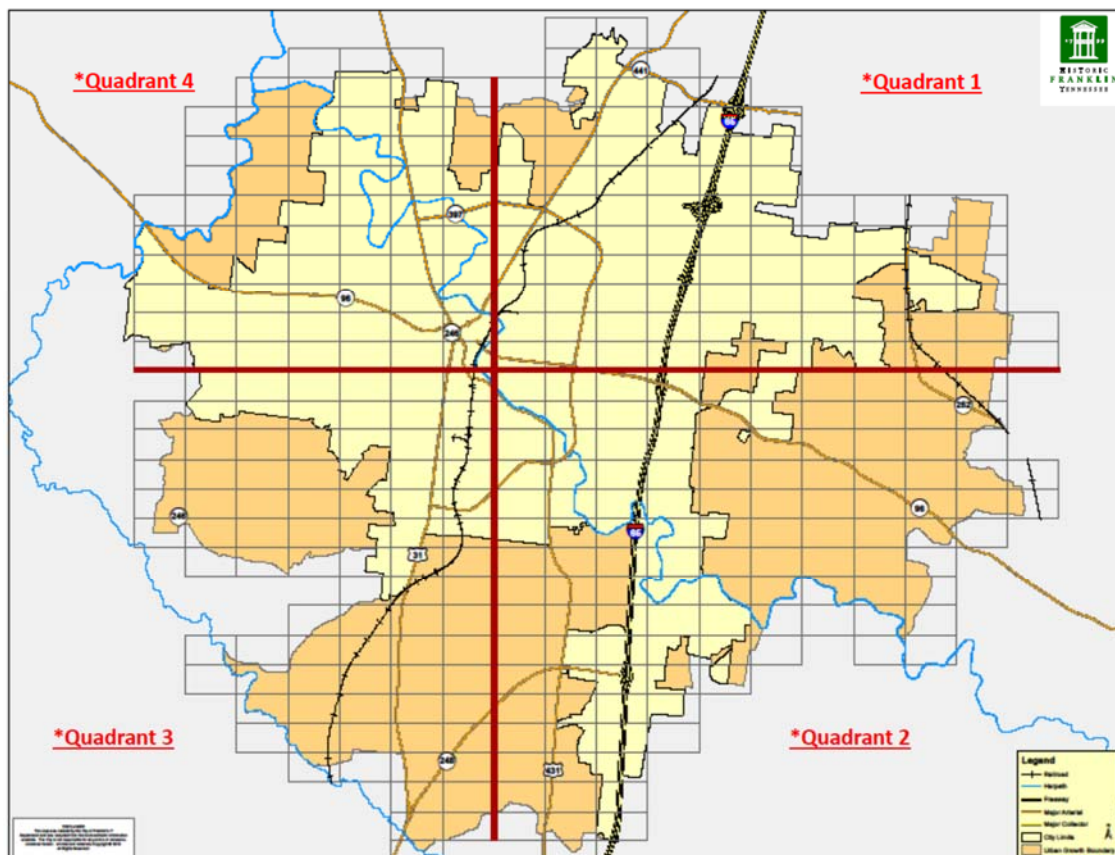
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general

public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere

with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.

- (3) Consideration will be given to land that is in the Floodplain or may be considered “floodable” even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
- (3) This warranty is in addition to any rights or warranties expressed or implied by law.

- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit*
	* Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets,

	the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount <u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan.

	Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance after its passage on second and final reading, shall take effect on _____, 2018, the health, safety, and welfare of the citizens requiring it.

ATTEST:

By: _____

Eric Stuckey

City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS
(For Illustrative Purposes Only)

Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails) and <u>Private Pools (~47 Acres)</u>	425.66
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70,908*/425.66 = 166.58 People per Acre of Parks
*2017 Special Census – to be certified/effective July 1, 2017

$$166.58 / 2.4 = 69.41 \text{ Dwelling Units per Acre}$$
$$\begin{aligned} \$ 62,121 / 69.41 \text{ DUs} &= \underline{\$ 895 \text{ per Dwelling Unit}} \\ \$ 45,757 / 69.41 \text{ DUs} &= \underline{\$ 659 \text{ per Dwelling Unit}} \end{aligned}$$

Cost to develop a 5 Acre Neighborhood Park per DU (Neighborhood Park Development Cost / DUs)	\$1,183,029 / 347.05 = \$ 3,409 per Dwelling Unit
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TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

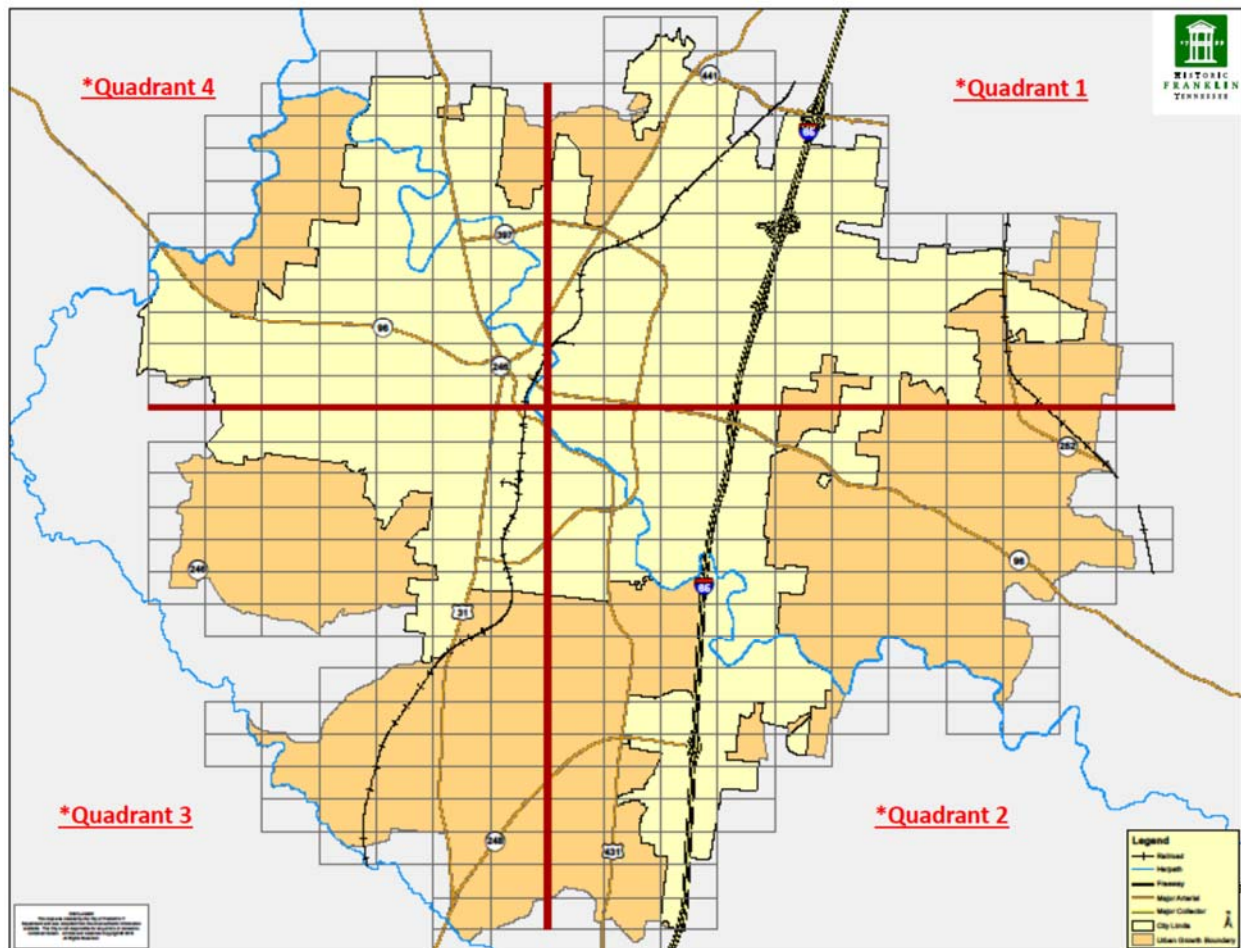
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

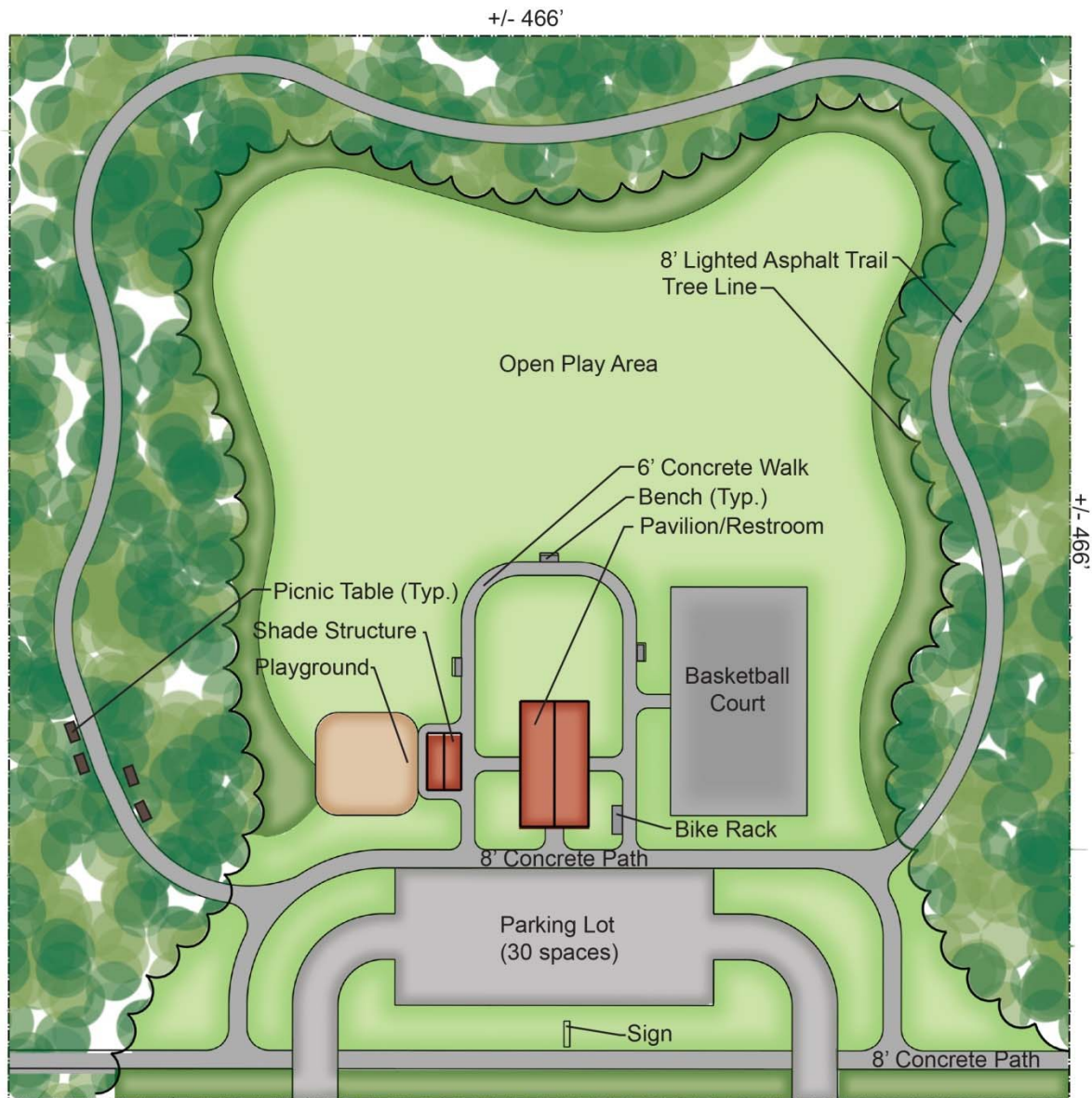
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space and site furnishings. The estimated costs include site preparation, utilities and storm drainage.

A generic site plan (without reference to a particular site) was developed to base an Opinion of Probable Cost. The generic site plan can be found on the following page.

The Opinion of Probable Cost was developed based on the following key assumptions:

- The site would be reasonably level by Franklin standards such that extensive earthwork would not be necessary and that no rock would be encountered in the excavation.
- Half the site (2.5 acres) would be cleared; it is assumed the site would not have mature trees
- A cut of 3 feet would be needed on ½ the site and a fill of 3 feet would be needed on the other ½ such that earthwork would balance.
- Water and sewer service would be available at the street in front of the park.
- Entry drives and parking area would be curbed; parking lot paved with asphalt.
- Landscape and lawn irrigation would be provided for the site.
- Where possible, quantities were taken off to include in the opinion of cost; when not possible allowances are provided.

The Opinion of Probable cost was developed using historical data for park construction by a design firm with extensive park design experience. The Opinion of Probable Cost can be found on the page following the site plan.



Franklin Generic Neighborhood Park
Scale: 1:60

City of Franklin Neighborhood Park
Opinion of Probable Construction Costs
Generic Concept Plan for 5 Acre Park
April, 2015



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

ORDINANCE 2016-25

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 IN ORDER TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION."

WHEREAS, the City of Franklin's intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

WHEREAS, operating and maintenance costs for public parkland of less than five acres is not cost effective for the City; and

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the "Plan"), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

Sec. 25-401. - Purpose.

Sec. 25-402. - Authority.

Sec. 25-403. - Definitions

Sec. 25-404. - Requirements.

Sec. 25-405. - Parkland Impact Fees.

Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.

Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.

Sec. 25-411. - Completion and Acceptance.

Sec. 25-412. - Use of Parkland Impact Fees.

Sec. 25-413. - Reimbursement for City Acquired Parkland.

Sec. 25-414. - Ordinance Administration and Final Approval.

Sec. 25-415. - Revision of Fees.

Sec. 25-416. - Comprehensive Plan Considerations.

Sec. 25-417. - Special Fund; Right to Refund.

Sec. 25-418. - Parkland Guidelines and Requirements.

Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

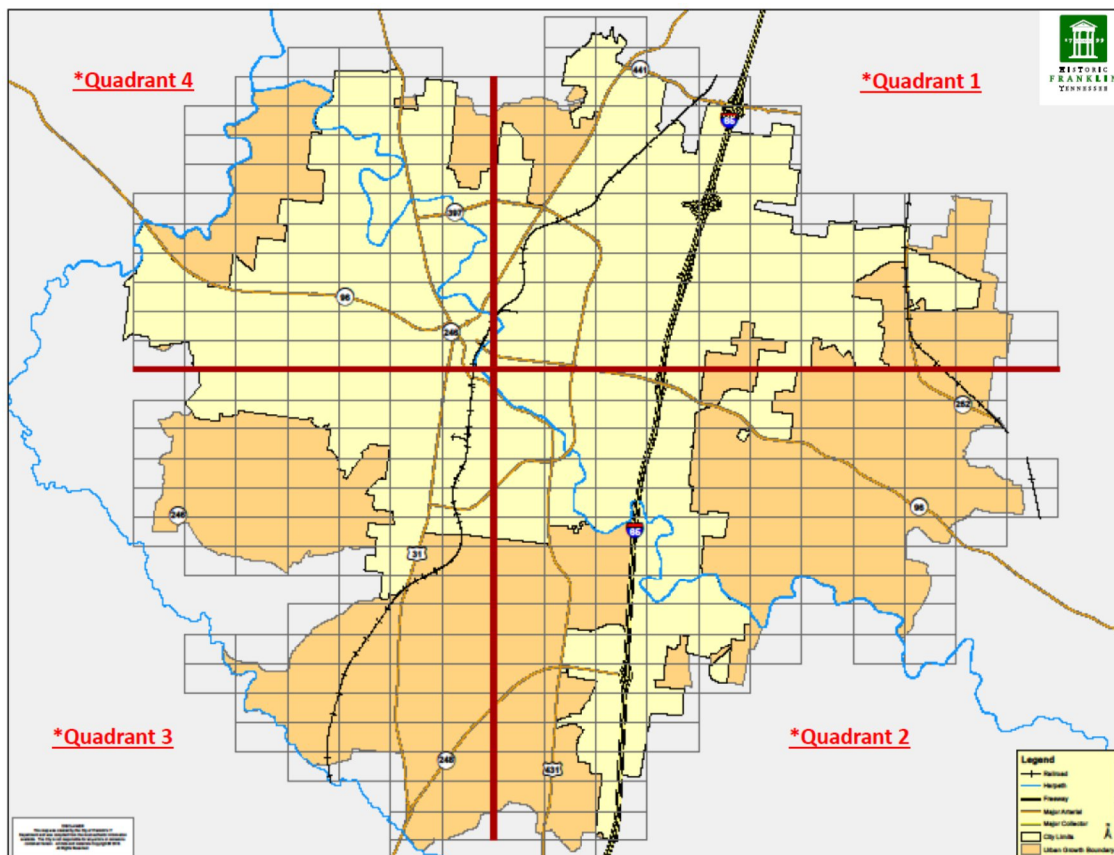
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road)*. For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road)*. For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general

public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes.

The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.

- (3) Consideration will be given to land that is in the Floodplain or may be considered "floodable" even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
- (10)

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

- (3) This warranty is in addition to any rights or warranties expressed or implied by law.
- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit*
	* Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
	* To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee

	Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount <u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.

	<u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*</u>: Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance after its passage on second and final reading, shall take effect on _____, 2018, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

ILLUSTRATIVE EXHIBITS

ORDINANCE 2016-25

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS (For Illustrative Purposes Only)

	2017
City of Franklin Population	70,908
Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails)	378.66
Plus, Private Pools (~47 Acres)	<u>47.00</u>

Total Acres of Non-Historic Parkland,
On- and Off-Road Linear Parks (Trails) and Private Pools (~47 Acres) 425.66

Service Level (Population/Acres of Parks)

$$70,908^*/425.66 = 166.58 \text{ People per Acre of Parks}$$

*2017 Special Census – to be certified/effective July 1, 2017

People per Dwelling Unit 2.4

Service Level (People-Acre/People-DU)

$$166.58 / 2.4 = 69.41 \text{ Dwelling Units per Acre}$$

Cost of 1 Acre of Land (2017) \$ 62,121 City parcels, excluding FFO, FWO, and I-65 corridor
\$ 45,757 Floodplain parcels

Cost for Park Land per DU (Cost/DUs)

$$\begin{aligned} \$ 62,121 / 69.41 \text{ DUs} &= \$ 895 \text{ per Dwelling Unit} \\ \$ 45,757 / 69.41 \text{ DUs} &= \$ 659 \text{ per Dwelling Unit} \end{aligned}$$

PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE

5 Acre Neighborhood Park Development Cost \$ 1,183,029

Number of Dwelling Units Served by a
5 Acre Neighborhood Park

(Dwelling Units per Acre x 5 Acres) 69.41 DUs x 5 Acres = 347.05 Dwelling Units

Cost to develop a 5 Acre Neighborhood Park per DU
(Neighborhood Park Development Cost / DUs)

$$\$1,183,029 / 347.05 = \$ 3,409 \text{ per Dwelling Unit}$$

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

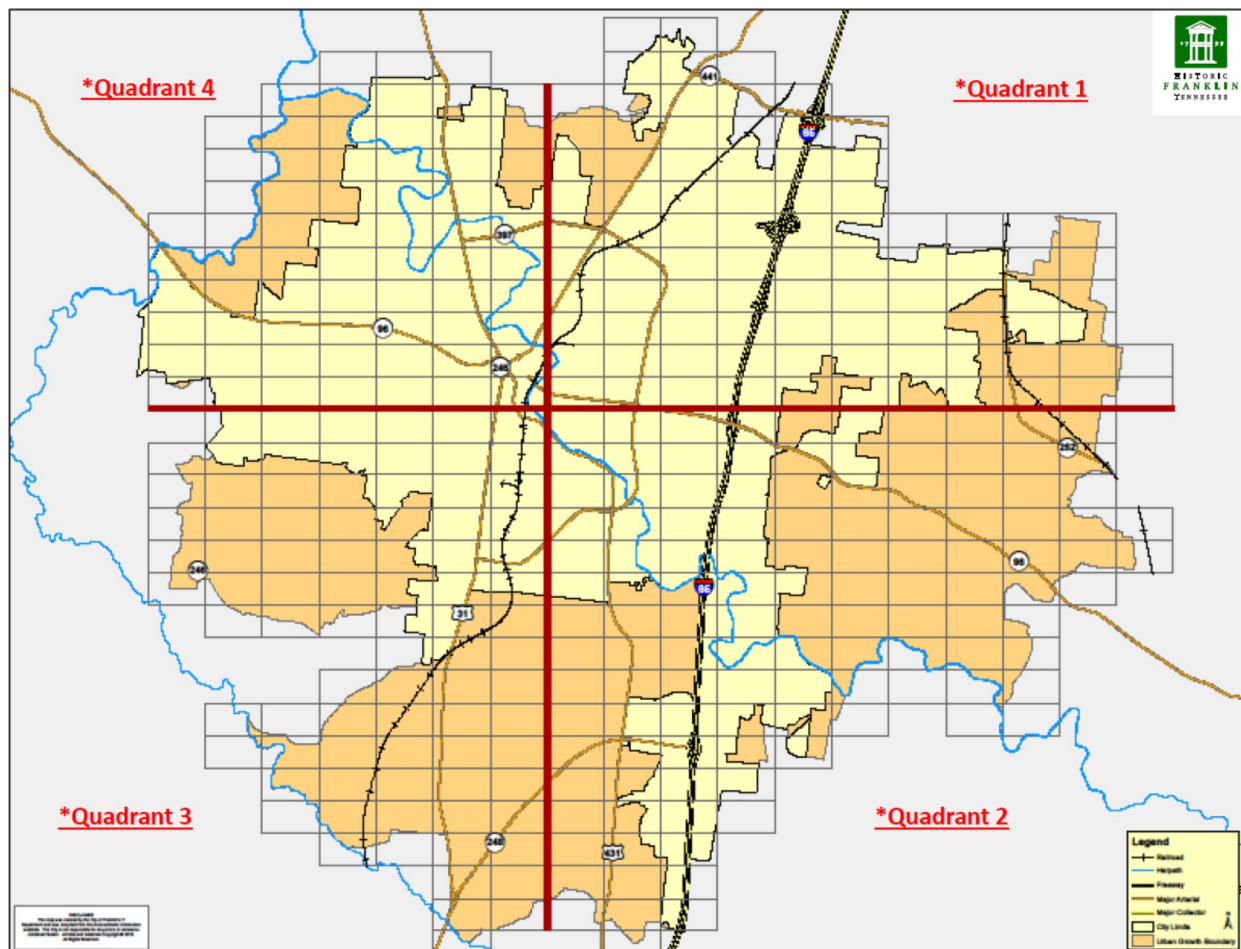
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

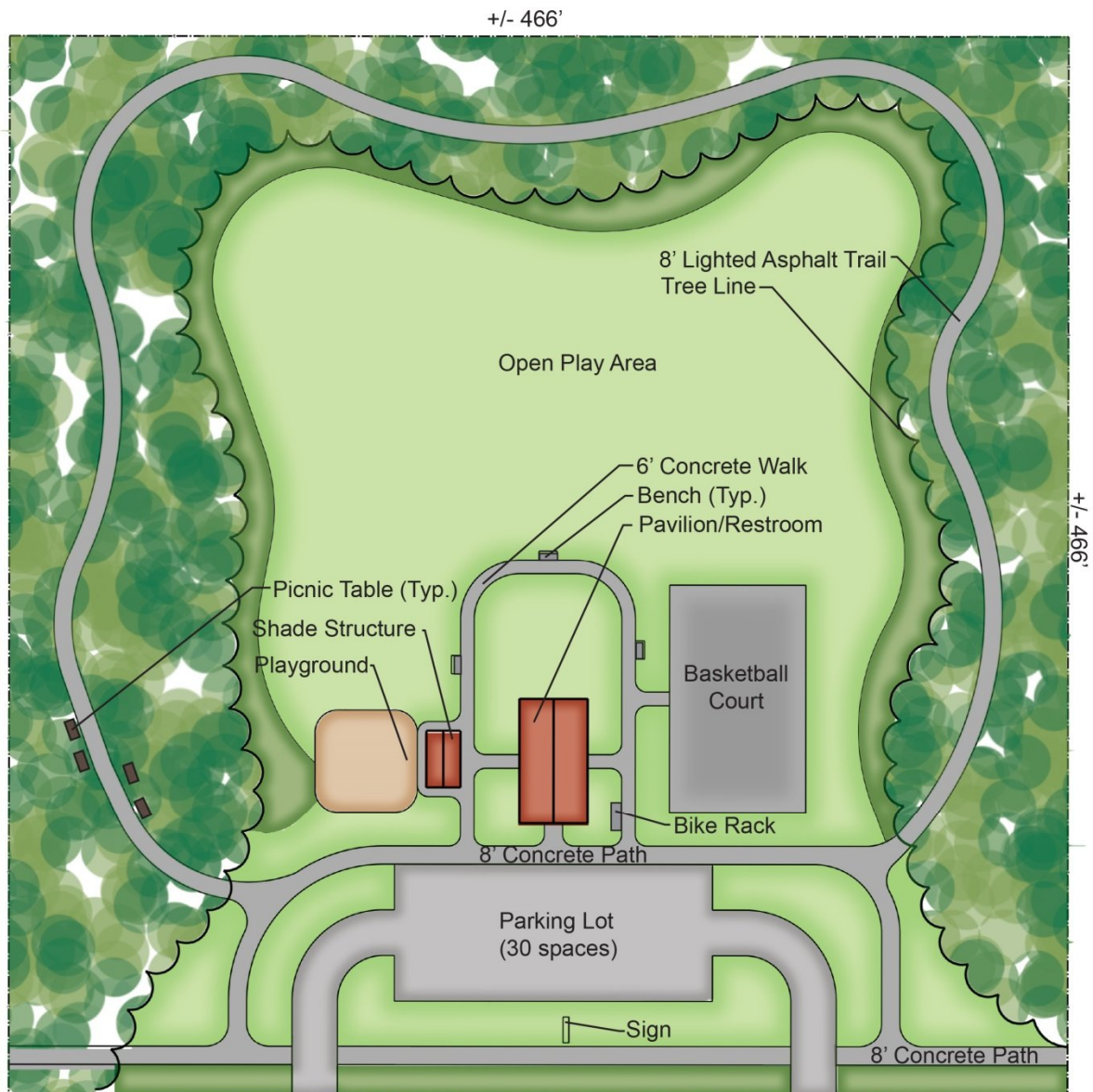
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space and site furnishings. The estimated costs include site preparation, utilities and storm drainage.

A generic site plan (without reference to a particular site) was developed to base an Opinion of Probable Cost. The generic site plan can be found on the following page.

The Opinion of Probable Cost was developed based on the following key assumptions:

- The site would be reasonably level by Franklin standards such that extensive earthwork would not be necessary and that no rock would be encountered in the excavation.
- Half the site (2.5 acres) would be cleared; it is assumed the site would not have mature trees
- A cut of 3 feet would be needed on $\frac{1}{2}$ the site and a fill of 3 feet would be needed on the other $\frac{1}{2}$ such that earthwork would balance.
- Water and sewer service would be available at the street in front of the park.
- Entry drives and parking area would be curbed; parking lot paved with asphalt.
- Landscape and lawn irrigation would be provided for the site.
- Where possible, quantities were taken off to include in the opinion of cost; when not possible allowances are provided.

The Opinion of Probable cost was developed using historical data for park construction by a design firm with extensive park design experience. The Opinion of Probable Cost can be found on the page following the site plan.



Franklin Generic Neighborhood Park
Scale: 1:60

City of Franklin Neighborhood Park
Opinion of Probable Construction Costs
Generic Concept Plan for 5 Acre Park
April, 2015



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Trash receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

ORDINANCE 2016-25

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 IN ORDER TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION.”

WHEREAS, the City of Franklin’s intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

WHEREAS, operating and maintenance costs for public parkland of less than five acres is not cost effective for the City; and

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the “Plan”), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-407. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-408. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-409. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-410. - Completion and Acceptance.
- Sec. 25-411. - Use of Parkland Impact Fees.
- Sec. 25-412. - Reimbursement for City Acquired Parkland.
- Sec. 25-413. - Ordinance Administration and Final Approval.
- Sec. 25-414. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

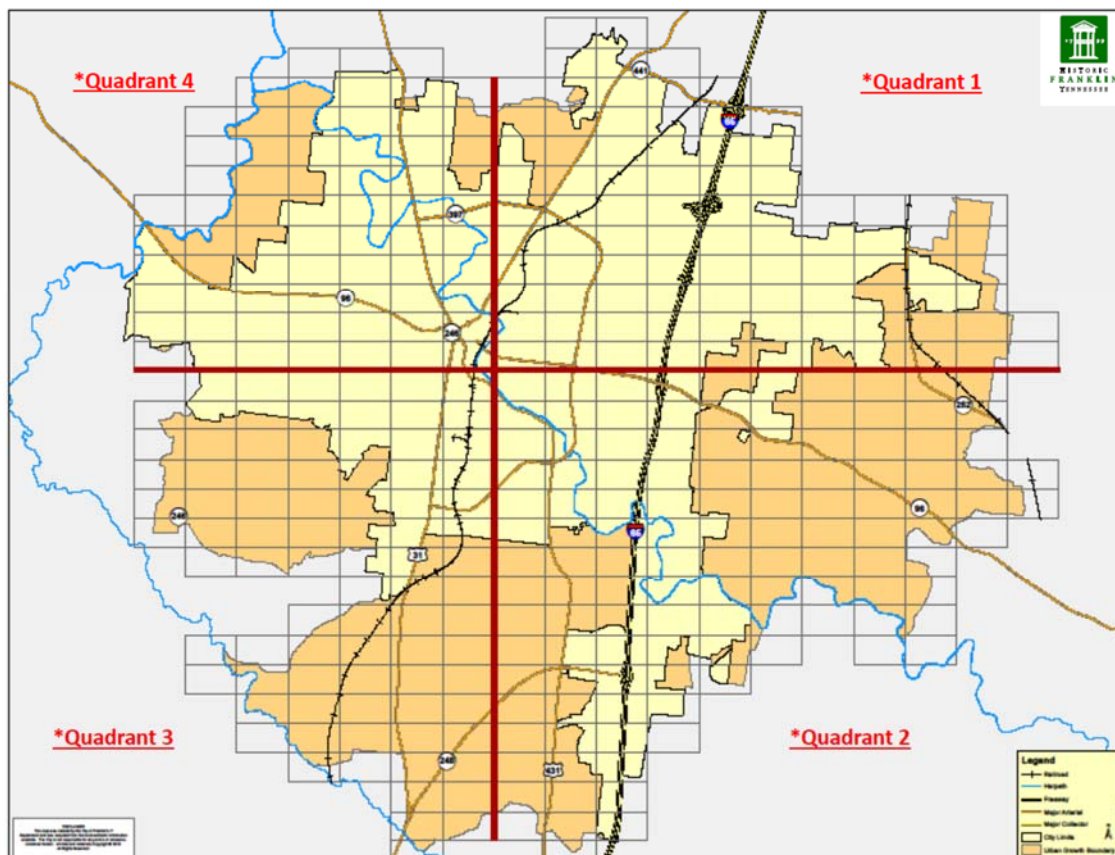
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or an Off-set agreement, when applicable.

Sec. 25-406. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (3) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (4) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains, Greenways (off-road) and Multipurpose Pathways (on road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain, Greenways, or Multipurpose Pathways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT, and
 - (b) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains, Greenways (off-road) and Multipurpose Pathways (on road).* For any proposed Parkland Dedications of less than five

(5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains, Greenways, or Multipurpose Pathways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time.

- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted on some or all of the Parkland Impact Fee in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-408. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (2) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (3) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (4) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (5) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-409. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) *Use of Floodplain as Improved Parkland & Multipurpose Pathways/Greenways (part of the City's approved network).* Multipurpose Pathways (on-road), Greenways (off-road), and improved private parkland and amenities located within the Floodplain (not floodway) may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-410. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;

- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-411. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development. This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development.

Sec. 25-412. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-413. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-414. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.
- (3) Consideration will be given to land that is in the Floodplain or may be considered "floodable" even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) and Multipurpose pathways (on-road) may be considered up to one hundred percent (100%) credit should the land and development of the Greenway/multi-use pathway be the equivalent of five (5) acres.

- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
- (10) It is desirable that fifty percent (50%) of the perimeter of a park abut a public street.

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
- (3) This warranty is in addition to any rights or warranties expressed or implied by law.
- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.

- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit* * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.

Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount <u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan.

SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance after its passage on second and final reading, shall take effect on January 1, 2018, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey

City Administrator/Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

ILLUSTRATIVE EXHIBITS ORDINANCE 2016-25

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS
(For Illustrative Purposes Only)

	2017
City of Franklin Population	70,908
Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails)	378.66
<u>Plus, Private Pools (~47 Acres)</u>	47.00

Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails) and <u>Private Pools (~47 Acres)</u>	425.66
--	---------------

Service Level (Population/Acres of Parks)

70,908*/425.66 = 166.58 People per Acre of Parks
*2017 Special Census – to be certified/effective July 1, 2017

People per Dwelling Unit	2.4
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Service Level (People-Acre/People-DU)

166.58 / 2.4 = 69.41 Dwelling Units per Acre

Cost of 1 Acre of Land (2017)	\$ 62,121 City parcels, excluding FFO, FWO, and I-65 corridor \$ 45,757 Floodplain parcels
--------------------------------------	---

Cost for Park Land per DU (Cost/DUs)

$$\begin{aligned} \$ 62,121 / 69.41 \text{ DUs} &= \underline{\$ 895 \text{ per Dwelling Unit}} \\ \$ 45,757 / 69.41 \text{ DUs} &= \underline{\$ 659 \text{ per Dwelling Unit}} \end{aligned}$$

PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE

5 Acre Neighborhood Park Development Cost	\$ 1,183,029
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Number of Dwelling Units Served by a 5 Acre Neighborhood Park

(Dwelling Units per Acre x 5 Acres) 69.41 DUs x 5 Acres = 347.05 Dwelling Units

Cost to develop a 5 Acre Neighborhood Park per DU
(Neighborhood Park Development Cost / DUs)

$$\$1,183,029 / 347.05 = \$ 3,409 \text{ per Dwelling Unit}$$

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

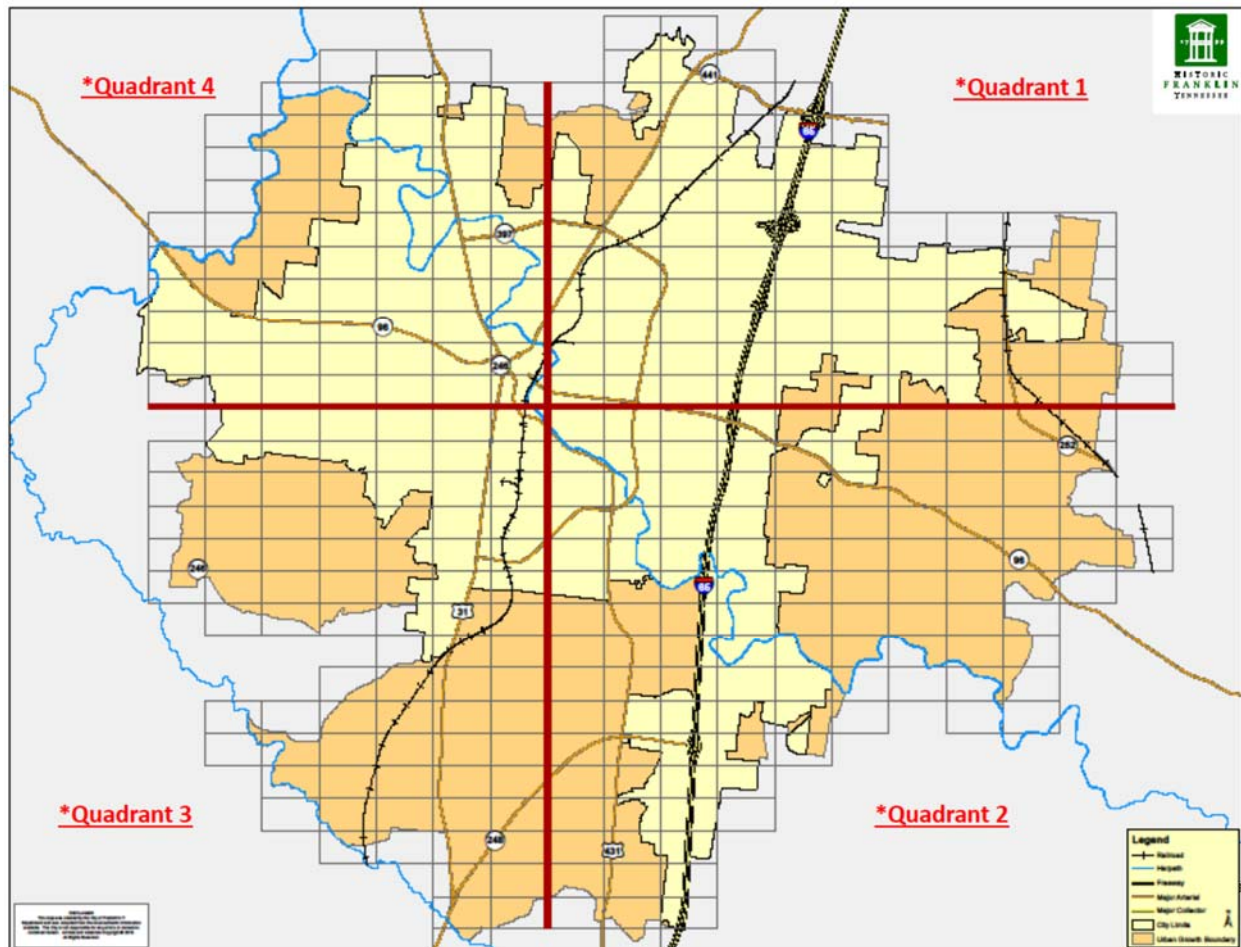
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

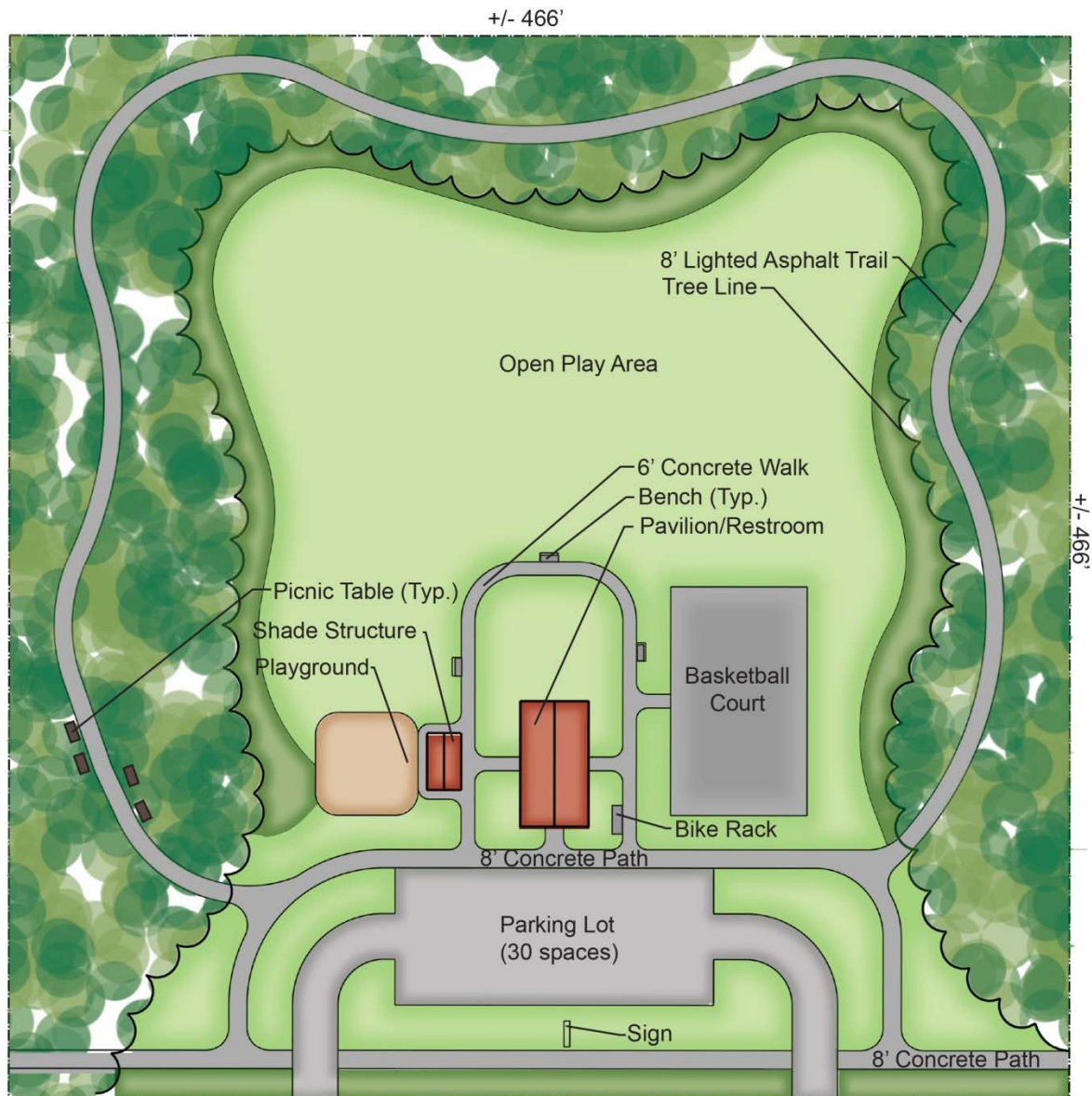
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space and site furnishings. The estimated costs include site preparation, utilities and storm drainage.

A generic site plan (without reference to a particular site) was developed to base an Opinion of Probable Cost. The generic site plan can be found on the following page.

The Opinion of Probable Cost was developed based on the following key assumptions:

- The site would be reasonably level by Franklin standards such that extensive earthwork would not be necessary and that no rock would be encountered in the excavation.
- Half the site (2.5 acres) would be cleared; it is assumed the site would not have mature trees
- A cut of 3 feet would be needed on ½ the site and a fill of 3 feet would be needed on the other ½ such that earthwork would balance.
- Water and sewer service would be available at the street in front of the park.
- Entry drives and parking area would be curbed; parking lot paved with asphalt.
- Landscape and lawn irrigation would be provided for the site.
- Where possible, quantities were taken off to include in the opinion of cost; when not possible allowances are provided.

The Opinion of Probable cost was developed using historical data for park construction by a design firm with extensive park design experience. The Opinion of Probable Cost can be found on the page following the site plan.



Franklin Generic Neighborhood Park
Scale: 1:60

City of Franklin Neighborhood Park
Opinion of Probable Construction Costs
Generic Concept Plan for 5 Acre Park
April, 2015



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6' Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8' Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8' Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4' Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

Parkland Impact Fee Ordinance

A solid blue horizontal bar spanning the width of the slide, located at the bottom.

Discussion Topics

- Purpose of a Parkland Impact Fee Ordinance
- Summary of Key Components
- Review the Parkland Impact Fee Obligation Formula
- Proposing an Effective Date of January 1, 2018

Purpose of Parkland Impact Fee Ordinance

To ensure new development, upon completion, will incorporate its proportionate share of parkland and recreational type of public amenities and/or, provide the resources (impact fees) needed to maintain the existing level of parkland and recreational type of public amenities currently available to our citizens.

A solid blue horizontal bar spanning the width of the slide, located at the bottom.

Summary of Key Components

- Land Value – per acre
 - ✓ \$ 62,121 *Outside the Floodplain*
 - ✓ \$ 45,747 *Inside the Floodplain*
- Portion of Parkland Impact Fee for Community Parks
 - ✓ *25% of Parkland Impact Fee Obligation* shall be dedicated for the acquisition and improvement of Community Parks, city-wide.
 - ✓ Exception...when a developer dedicates land and improves a 5 acre Neighborhood Park, a 100% off-set is allowed.
- Portion of Parkland Impact Fee for Neighborhood Parks
 - ✓ *75% of Parkland Impact Fee Obligation* shall be used to acquire land and improve Neighborhood Parks within the same quadrant where the development is located.
- Incentive for Developers to Include Public and/or Private Parks and Multi-Use Trails into Development Plans
 - ✓ Off-Set to Parkland Impact Fee Obligation after Contribution to Community Parks.
 - ✓ *Up to 25% Off-Set allowed for Private Amenities (Example: Gated Swimming Pool)*

Numbers in red reflect updated information

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS
(For Illustrative Purposes Only)

	2015	2017
y of Franklin Population	67,502	70,908
al Acres of <u>Non-Historic Parkland</u> , - and Off-Road Linear Parks (Trails)	378.66	
s Private Pools (~47 Acres)	47.00	
al Acres of <u>Non-Historic Parkland</u> , - and Off-Road Linear Parks (Trails) and Private Pools (~47 Acres)	425.66	

*There are Two Parts in Determining the Total Parkland Impact Fee and Parkland
Dedication Obligation...Land and Development (i.e. Improvements)*

Part 1 - Land Outside of Floodplain

Level of Service (Population/Acres of Parks)

$$67,502 / 425.66 =$$

158.58 People per Acre of Parks

$$70,908 / 425.66 =$$

166.58 People per Acre of Parks

People per Dwelling Unit

2.4

Service Level (People per Acre/People per DU)

$$158.58 / 2.4 =$$

66.08 Dwelling Units per Acre

$$166.58 / 2.4 =$$

69.41

Cost of 1 Acre of Land (2015)

\$ 52,548

Cost of 1 Acre of Land (2017)

\$ 62,121

Cost for Park Land per DU (Cost/DUs)

$$\text{\$ } 52,548 / 66.08 \text{ DUs} =$$

\\$ 795 per Dwelling Unit

$$\text{\$ } 62,121 / 69.41 \text{ DUs} =$$

\\$ 895 per Dwelling Unit

Part 2 - Park Development Formula

5 Acre Neighborhood Park Development Cost \$ 1,183,029

Number of Dwelling Units Served by a 5 Acre Neighborhood Park

(Dwelling Units per Acre x 5 Acres)

66.08 DUs x 5 Acres =

330.40 Dwelling Units

69.41 DUs x 5 Acres =

347.05 Dwelling Units

Cost to develop a 5 Acre Neighborhood Park per Dwelling Unit

(Neighborhood Park Development Cost / DUs)

\$1,183,029 / 330.40 DUs =

\$ 3,581 per Dwelling Unit

\$1,183,029 / 347.05 DUs =

\$ 3,409 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - EXISTING

	<u>Land Outside of Floodplain</u>
Parkland Dedication Portion	\$ 795 per Dwelling Unit
Park Development Portion	<u>\$ 3,581 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,376 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - 2018

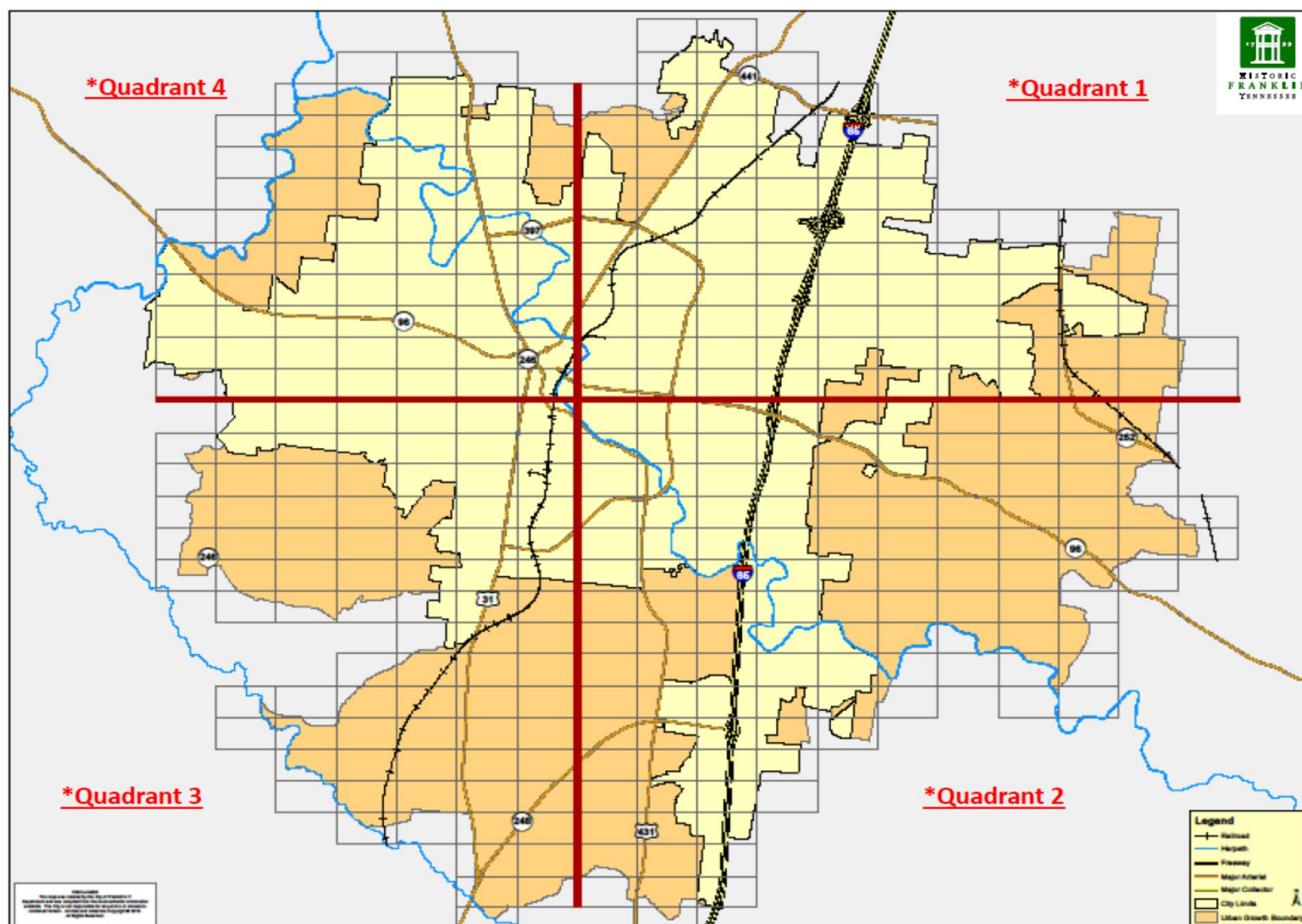
	<u>Land Outside of Floodplain</u>
Parkland Dedication Portion	\$ 895 per Dwelling Unit
Park Development Portion	<u>\$ 3,409 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,304 per Dwelling Unit

EXAMPLE PARKLAND IMPACT FEE CALCULATION

Proposed Development:	10 Dwelling Units (DUs)
	Developer proposes to dedicate 0.25-acre of land, located outside of the floodplain, to construct a multi-use trail segment shown on the Comprehensive Parks Master Plan.
Parkland Impact Fee (PIF) Obligation:	\$ 43,040 <i>(10 DUs x \$4,304)</i>
Land < 5 acres requires 25% PIF payment:	- \$ 10,760 paid to citywide fund for Community Parks
Remaining 75% of PIF Eligible for Off-Sets:	\$ 32,280 <i>(Amount of PIF eligible to receive off-sets)</i>
Cost of Parkland Dedication In Lieu of PIF Off-Set:	- \$ 15,530 <i>(0.25 acre x \$62,121)</i>
Cost of Parkland Construction In Lieu of PIF Off-Set:	- \$ 10,000 <i>(Based on actual documented cost of proposed improvement)</i>
Remaining PIF Obligation to go to Quadrant:	\$ 6,750 <i>(\$32,280 - \$25,530 = \$6,750)</i>

EXAMPLE PARKLAND IMPACT FEE CALCULATION FOR A PRIVATE AMENITY

Proposed Development:	50 Dwelling Units (DUs) Developer proposes to dedicate 1.00 - acre of land, located outside of the floodplain, and construct a gated, private swimming pool and clubhouse of which cost \$100,000 <i>(Based on documented cost of proposed improvement).</i>
Total Parkland Impact Fee (PIF) Obligation:	\$215,200 <i>(50 DUs x \$4,304)</i>
Parkland < 5 acres requires 25% PIF payment:	\$53,800 paid to citywide fund for Community Parks
Remaining 75% of PIF Eligible for Off-sets:	\$161,400
Value of Parkland Dedication In Lieu of PIF Off-set:	\$15,530 <i>(1.00 acre = \$62,121 x .25 = \$ 15,530)</i>
Value of Parkland Construction In Lieu of PIF Off-set:	\$25,000 <i>(\$100,000 x .25 = \$25,000 Based on documented cost of proposed improvement)</i>
Calculation of Remaining PIF Obligation:	\$161,400 (Amount of PIF eligible to receive off-set) - \$ 40,530 (Total Off-set = \$15,530 Parkland + \$25,000)
Remaining PIF Obligation to go to Quadrant:	\$ 120,870





Service Area 4

Service Area 1

Service Area 2

City of Franklin Neighborhood Park**Opinion of Probable Construction Costs**

Generic Concept Plan for 5 Acre Park

April, 2015

BWSC BANKS
WILSON
SANDERS &
BARNETT, INC.

Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,800	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$85.00	\$96,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$141,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Trash receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$196,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
				Subtotal \$850,464.00
Contractor General Conditions & Mobilization @ 8%				\$68,037.12
				Subtotal \$918,501.12
10% Contingency				\$137,775.17
				Subtotal \$1,056,276.29
Survey and Design				\$126,755.15
Design and Construction Total				\$1,183,031.44

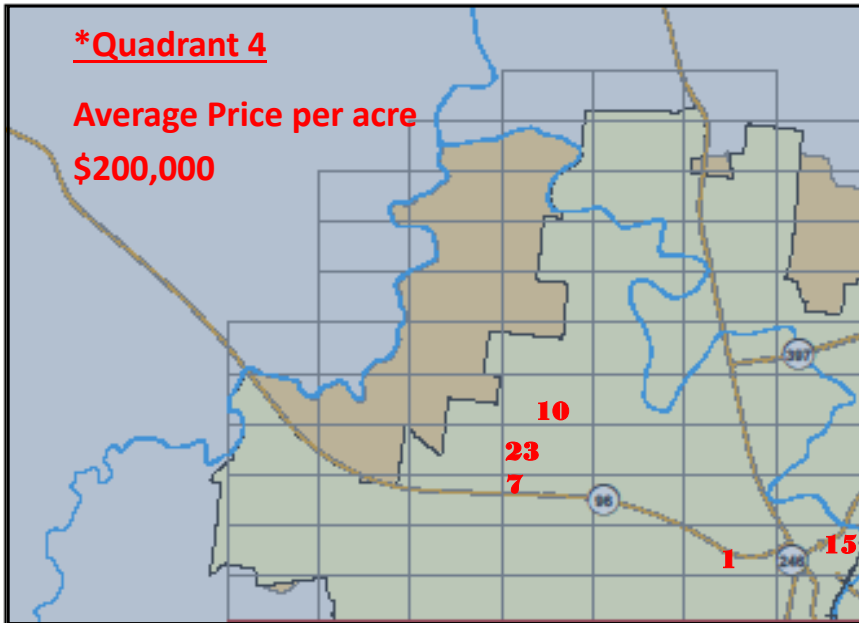
Legend

EA Each
LS Lump Sum
AL Allowance
SF Square feet
AC Acre



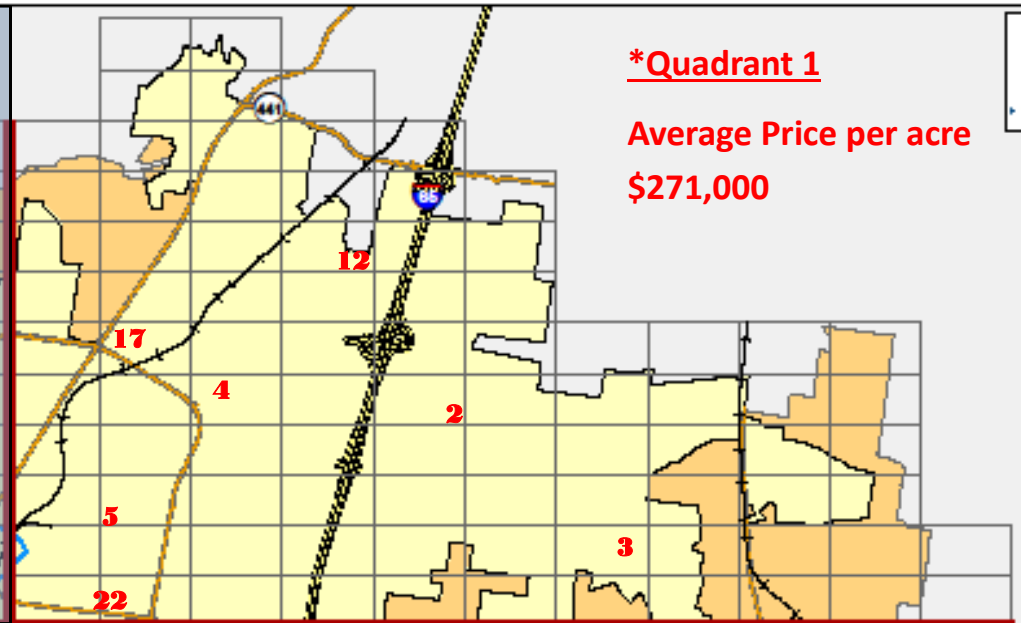
***Quadrant 4**

Average Price per acre
\$200,000



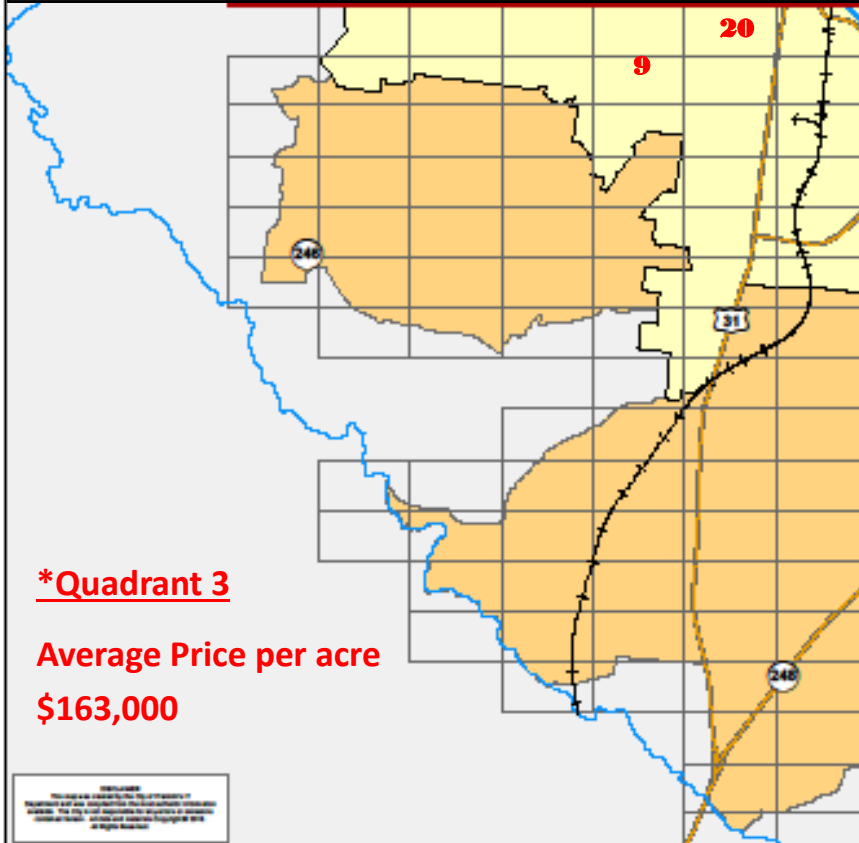
***Quadrant 1**

Average Price per acre
\$271,000



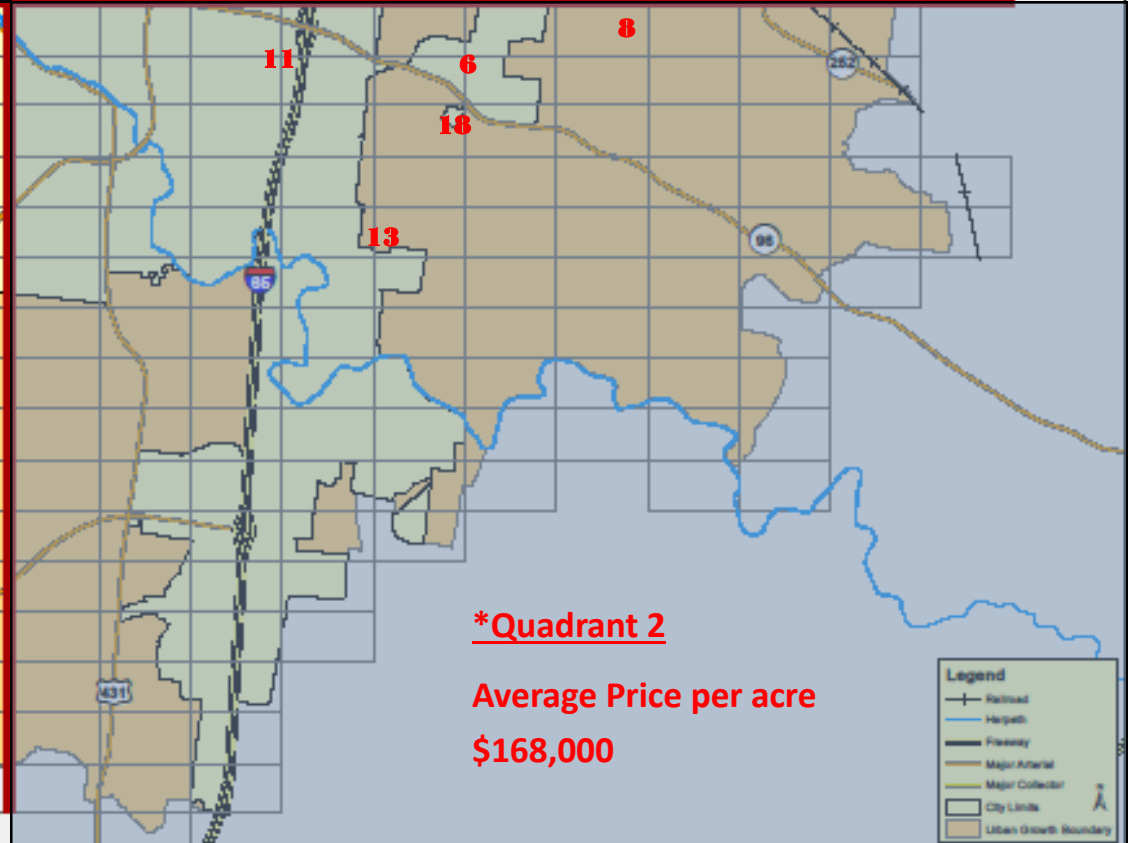
***Quadrant 3**

Average Price per acre
\$163,000



***Quadrant 2**

Average Price per acre
\$168,000



DISCLAIMER
This map was prepared for the City of Houston
and is not intended to be used for any other purpose.
The City of Houston is not responsible for any errors or
omissions that may appear in this map. The City of Houston
is not responsible for any errors or omissions that may
appear in this map.

Parkland Fees Collected, Projected and Issued Last Updated 5-1-18 Budget Code (155-32750-00000)											
	COF #	Development	Address of Development	Direction	Unit Count	Footage	price per ft	Address of Owner/Developer	Quad	Date Received	Amount
1	#2569	Vandalia Cottages Resource PUD	New Hwy 96 across from t	FEES-IN-LIEU	17 unit cottages	20,400sf	\$3.39	Bristol Development Group 325 Seaboard Ln suite 190	4	check received 10-21-13	\$69,067.00
2	#2546	Subdivision-Circle at Resource Cent. Apt	Carothers Pky	FEES-IN-LIEU	252 multi-family ur	172,200sf	\$5.73	Crescent commnities.com Crescent communities, lilac 227 West Trade Street Ste1000, Charlotte, NC 28202	1	check received 6-19-13	\$986,706.00
3	#2704	Amelia Park section 1	4121 Clovercroft rd	FEES-IN-LIEU	150 units	55,800sf	0.92	Owner Reunion, LLC 515 Church st Franklin TN 37064--6615-627-5028--Marshall	1	check received 1-14-14	\$51,336.00
4	#2918	Artesa	1034-1035 Windcross cour	FEES-IN-LIEU	250 units	171,000sf	\$6.13	Embrey Partners 1020 ne Loop 410, sut 700 San Antonio, TX 78209--Brad Knolle---	1	check received 4-7-2014	\$1,048,008.00
5	#2916	Ralston Row	Ralston lane 121&123	FEES-IN-LIEU	13 units	15,600sf	\$3.19	Tim Thompson-Crossfire Development 121 first ave s suite 210, Franklin	1	check received 4-9-14	\$49,762.00
6	#4523	Fountains of Franklin	4100 Murfreesboro rd	FEES-IN-LIEU	30 units	36,000	\$2.09	GoodWorks Unlimited LLC 2202 Jefferson Ct. Franklin tn.37064	2	check received 4-10-14	\$75,240.00
7	#4535	Morning Point/Franklin Christian Academy	1720 New Hwy 96	FEES-IN-LIEU OF WILL	trail connection alost long at 12fo		\$108.77ft	Harpeth Medical Investors llc PO Box 813,Ooltewah,TN 37363	4	check received 7-25-14	\$66,240.00
8	#4547	Tap Root	4101 CloverCroft Rd	FEES-IN-LIEU	139 units	104,400 sf	\$1.32	Patterson Company,LLC 321 Billingsly Court suite 19 Franklin Tn,37067	2	INVOICED 12-15-14 \$137,454 check received 8-17-16 ONESTOP	\$137,454.00
9	#4730	Rucker Park	West Main & Rucker ave	FEES-IN-LIEU	30 units	36,000sf	\$2.45	John Franks 1406 Colman Rd Fr Tn 37064 RBF investments llc. PO box 1644	3	check received 2-11-15	\$88,200.00
10	#2960	Blossom Park	Del Rio Pike	FEES-IN-LIEU	21 units	31,200sf	\$1.84	Land Management, Bill Charles 357 Riverside Drive suite 210 Fr tn, 37064	4	check received 2-19-15	\$57,408.00
11	#5766	Somerby Watson Glen Sub	870 Oak Meadow Dr	FEES-IN-LIEU	207 units	1402,600sf	\$3.86	Dominion Senior Living of Franklin,LLC Dave Rogers,1200 Corporate Dr. Birmingham Al,	2	check received 7-28-15	\$395,640.00
12	#5892	Nichol Mill Lofts	427 Nichol Mill Lane	FEES-IN-LIEU	361 units	237,600sf	\$5.70	NAP Nichol Mill LLC Northern American Properties llc 264 19th Suite 2200 Atlanta GA 30363	1	check received 11-20-2015 \$1,355,000.00 check received 1-4-2016-123,305.00	\$1,478,305.00
13	#2500(2877	Simmons Ridge	4408 South Carothers	150,038sf of trail will be constructed on site. Remaining 22,162sf will be paid as Fees-in-lieu.	252 units	22,162sf	\$2.22	Simmons Ridge,LLC Mr. Jimmy Franks 245 Noah Drive, Franklin Tn 37064	2	check received 4-13-16	\$49,199.64
14	#6191	Avenida of Cool Springs	222 Malory Station Rd	FEES-IN-LIEU	142 units	106,200sf	\$6.22	Avenida Partners 130 Newport Center Driver Suite 220 Newport Beach, California 92600	1	not invoiced yet	\$660,564.00
15	#6356	Harpeth Square	112 2nd ave N	FEES-IN-LIEU OF WILL B	150 units	111,000sf	\$4.59 Max Quad	Harpeth Apartment Assoc. 198 east Main St. Franklin Tn. 37064	4	invoiced 9-7-17 Check received 10-17-17	\$509,641.88
16	#6394	Standard at Cool Springs	1222 Liberty Pike	FEES-IN-LIEU	359 units	236,400sf	\$6.22 Max Quad	SS Knoll Top LLC 501 Corporate Cnt Dr Suite 315 Franklin Tn 37067	1	Invoiced 1-22-18	\$1,470,408.00
17	#6194	Iron Horse	145 Legends Club LN	FEES-IN-LIEU	270 units	183,000sf	\$6.22 Max Quad	Iron Horse Park LLC 138 2nd ave N#202 Nashville, TN 37201	1	received payment 4-19-18	\$1,138,260.00
18	#6496	Rucker Park addition	117 Rucker ave	FEES-IN-LIEU	addition of 6units	6,000sf	\$3.74Max Quad	John Franks 1406 Colman Rd Fr Tn 37064 RBF investments llc. PO box	3	Invoiced 3-14-18	\$24,684.00
19	#6741	Bushnell	1495 Lewisburg pike	FEES-IN-LIEU	20 units	24,000sf	\$1.03	Tyler Ring, Stream Valley Franklin Partners, LLC PO BOX 314, Franklin Tn,3765 P. 615-305-1033--John Haas	2	not invoiced yet	\$24,720.00
20	#5941	Villages West Main	1319 West Main	FEES-IN-LIEU	30 units	36000sf	3.74 Max Quad	CHP/Williamson Co. inc 129 West Fowlkes St. Suite 124 Steve Murray 615-790-5556	3	check received 1-19-18	\$134,710.74
21				1st Purchase installment for new park in Quad 2					2	12-20-2017 Payment for Lockwood/Nichols Bend/Robinson Lake Property	-\$500,000.00
22	#6597	Wynfield Village	821 Murfreesboro rd	FEES-IN-LIEU	11 units	13,200sf	\$3.81 Max Quad	Jordan Clark, Barlow Builders 1804 Williamson Court 107,	1	Check received	\$50,292.00
23	#6595	Cardell Village	1040 Carlisle Ln	FEES-IN-LIEU	18 units	21,600sf	\$3.09	Greg Terry 615-883-2918 GREGT.ITA@comcast.net 198	4	Check received 5-1-18	\$66,744.00
24	#6559	Colletta Park	Murfreesboro rd/4344 South Carothers rd.	FEES-IN-LIEU	199 units	140,400sf	\$3.86 Max Quad	Greg Gamble Owner-R Glenn Adams PO box 680098	2	not invoiced yet	\$541,944.00
25	#6582	Fox Glove/Moss	4360 Long Lane	FEES-IN-LIEU	30 units	36,000sf	\$3.86 Max Quad	Greg Gamble 615-975-5765William Barry Moss 4360	2	not invoiced yet	\$138,960.00
26	#6596	Wards Mill	3206 Boyd Mill	FEES-IN-LIEU	18 units	21,600sf	\$2.43	Greg Gamble, Lindsay Butler Trace Const.	4	not invoiced yet sent to Finance approved	\$52,488.00
27	#6599	Arlington West Main	725 West Main	FEES-IN-LIEU	10 units	12,000sf	\$4.59 Max Quad	Mat Taylor, Berne Butler D9 Arlington LLC	4	not invoiced yet	\$55,080.00
28	#6618	October Park	1100 Ridgeway dr	FEES-IN-LIEU	19 units	22,800sf	\$3.86 Max Quad	Leigh Shepherd RSG LLC POBox 966 Columbia TN 38402	2	Check received 3-26-18	\$88,008.00
29	#6302	Avondale Cottages	302 Avondale dr	FEES-IN-LIEU	40 units	45,000sf	\$3.74 Max Quad	Adam Crunk William Mayo POBox 761, Franklin,tn37065	3	not invoiced yet	\$168,300.00
30	#6495	Jordan Road PUD	622 Jordan rd	FEES-IN-LIEU	10 units	12,000sf	\$6.22 Max Quad	Greg Gamble, Steven Colier 622 Jordan rd	1	not invoiced yet	\$74,640.00
31	#6617	Chickasaw Dev	1101 Shawnee dr	FEES-IN-LIEU	48 units	49,800sf	\$4.59 Max Quad	Derwin Jackson Franklin Housing Authority 200 Spring	4	not invoiced yet	\$228,582.00
32	6659	Riverbluff	1093 Lewisburg pk	FEES and Easments	80 units-easements	27,793sf	\$3.86 Max Quad	Park Trust Development 8119 Isabella suite 105 Brentwood,	2	not invoiced yet	\$107,280.98
											\$9,587,873.24

* Green indicates that fees have been paid or collected

* Blue indicates future monies to be applied or in progress at Max Quad Price range

Max Quad prices are used until owner/developer has submit an up-to-date Appraisal to adjust value of the property

* Orange indicates monies that have been used or applied to a project approved by BOMA or Administration

Max Quad Price fee stucture:

Quad 1-\$271,000 per acre=\$6.22 per square foot

Quad 2-\$168,000 per acre=\$3.86 per square foot

Quad 3-\$163,000 per acre=\$3.74 per square foot

Quad 4-\$200,000 per acre=\$4.59 per square foot

Parkland Fees Collected and Issued Last updated 5-1-18 Budget Code (155-32750-00000)											
	COF #	Development	Address of Development	Direction	Unit Count	Footage	price per ft	Address of Owner/Developer	Quad	Date Received	Amount
1	#2569	Vandalia Cottages	New Hwy 96 across from t	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND	17 unit cottages	20,400sf	\$3.39	Bristol Development Group 325 Seaboard Ln suite 190	4	check received 10-21-13	\$69,067.00
2	#2546	Resource PUD Subd	Carothers Pky	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	252 multi-family un	172,200sf	\$5.73	Crescent commnities.com Crescent communities, lilac 227 West Trade Street Ste1000 Charlotte NC 28202	1	check received 6-19-13	\$986,706.00
3	#2704	Amelia Park section	4121 Clovercroft rd	PARKLAND DEDICATION FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND	150 units	55,800sf	0.92	Owner Reunion, LLC 515 Church st Franklin TN 37064-- 615-627-5088 Marshall	1	check received 1-14-14	\$51,336.00
4	#2918	Artessa	1034-1035 Windcross cour	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	250 units	171,000sf	\$6.13	Embrey Partners 1020 ne Loop 410, sut 700 San Antonio, TX 78209--Brad Knolle---	1	check received 4-7-2014	\$1,048,008.00
5	#2916	Ralston Row	Ralston lane 121&123	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	13 units	15,600sf	\$3.19	Tim Thompson- Crossfire Development 121 first ave s suite 210, Franklin	1	check received 4-9-14	\$49,762.00
6	#4523	Fountains of Frankl	4100 Murfreesboro rd	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	30 units	36,000	\$2.09	GoodWorks Unlimited LLC 2202 Jefferson Ct. Franklin tn.37064	2	check received 4-10-14	\$75,240.00
7	#4535	Morning Point/Franklin Christian Academy	1720 New Hwy 96	FEES-IN-LIEU OF WILL BE PAID FOR Greenway Trail system along 96w	trail connection along 96w	609feet long at 12foot wide	\$108.77ft	Harpeth Medical Investors llc PO Box 813,Ooltewah,TN 37363	4	check received 7-25-14	\$66,240.00
8	#4547	Tap Root	4101 CloverCroft Rd	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	139 units	104,400 sf	\$1.32	Patterson Company,LLC 321 Billingsly Court suite 19 Franklin Tn,37067	2	INVOICED 12-15-14 \$137,454 check received 8-17-16 ONESTOP	\$137,454.00
9	#4730	Rucker Park	West Main & Rucker ave	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	30 units	36,000sf	\$2.45	John Franks 1406 Colman Rd Fr Tn 37064 RBF investments llc. PO box 1644	3	check received 2-11-15	\$88,200.00
10	#2960	Blossom Park	Del Rio Pike	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	21 units	31,200sf	\$1.84	Land Management, Bill Charles 357 Riverside Drive suite 210 Fr tn, 37064	4	check received 2-19-15	\$57,408.00
11	#5766	Somerby Watson Glen Sub	870 Oak Meadow Dr	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	207 units	1402,600sf	\$3.86	Dominion Senior Living of Franklin,LLC Dave Rogers,1200 Corporate Dr. Birmingham Al,	2	check received 7-28-15	\$395,640.00
12	#5892	Nichol Mill Lofts	427 Nichol Mill Lane	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	361 units	237,600sf	\$5.70	NAP Nichol Mill LLC Northern American Properties llc 264 19th Suite 2200 Atlanta GA 30363	1	check received 11-20-2015 \$1,355,000.00 check received 1-4-2016- 123,305.00	\$1,478,305.00
13	#2500(2877	Simmons Ridge	4408 South Carothers	150,038sf of trail will be constructed on site. Remaining 22,162sf will be paid as Fees-in-lieu.	252 units	22,162sf	\$2.22	Simmons Ridge,LLC Mr. Jimmy Franks 245 Noah Drive, Franklin Tn 37064	2	check received 4-13-16	\$49,199.64
15	#6356	Harpeth Square	112 2nd ave N	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	150 units	111,000sf	\$4.591368 Max Quad 4	Harpeth Apartment Assoc. 198 east Main St. Franklin Tn. 37064	4	invoiced 9-7-17 Check received 10-17-17	\$509,641.88
17	#6194	Iron Horse	145 Legends Club LN	FEES-IN-LIEU	270 units	183,000sf	\$6.22 Max Quad	Iron Horse Park LLC 138 2nd ave N#202 Nashville, TN 37201	1	received payment 4-19-18	\$1,138,260.00
20	#5941	Villages West Main	1319 West Main	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	30 units	36,000sf	\$3.74 Max Quad 3	CHP/Williamson Co. inc 129 West Fowlkes St. Suite 124 Steve Murray 615-790-5556	3	Check Received 1-19-18	\$134,710.74
21				1st Purchase installment for new park in Quad 2					2	12-20-2017 Payment for Lockwood/Nichols Bend/Robinson Lake Property	-\$500,000.00
22	#6597	Wynfield Village	821 Murfreesboro rd	FEES-IN-LIEU	11 units	13,200sf	\$3.81 Max Quad	Jordan Clark, Barlow Builders 1804 Williamson Court 107,	1	Check received	\$50,292.00
23	#6595	Cardell Village	1040 Carlisle Ln	FEES-IN-LIEU	18 units	21,600sf	\$3.09	Greg Terry 615-883-2918 GREGT.jta@comcast.net 198	4	Check received 5-1-18	\$66,744.00
28	#6618	October Park	1100 Ridgeway dr	FEES-IN-LIEU	19 units	22,800sf	\$3.86 Max Quad	Leigh Shepherd RSG LLC POBox 966 Columbia TN 38402	2	Check received 3-26-18	\$88,008.00
											\$6,040,222.26

* Green indicates that fees have been paid or collected
Max Quad prices are used until owner/developer has submit an up-to-date Appraisal to adjust value of the property

* Orange indicates monies that have been used or applied to a project approved by BOMA or Administration

Max Quad Price fee stucture:
Quad 1-\$271,000 per acre=\$6.22 per square foot
Quad 2-\$168,000 per acre=\$3.86 per square foot
Quad 3-\$163,000 per acre=\$3.74 per square foot
Quad 4-\$200,000 per acre=\$4.59 per square foot

Collected and Projected Quadrants amounts
updated 4-5-18

Quadrants	Number		Collected		Projected to come
Quad	1		\$4,802,669.00		\$2,205,612.00
Quad	2		\$245,541.64		\$812,904.98
Quad	3		\$222,910.74		\$192,984.00
Quad	4		\$769,100.88		\$336,150.00
Sub Totals			\$6,040,222.26		\$3,547,650.98

Grand Total

\$9,587,873.24

Fees for the Satandard At Cool Springs and Iron Horse are in Projeted amounts shown

\$500,000 removed from Collected for Robinson Lake purchse

Quadrants by Acreage and Categories--RED is County owned

Quadrant 1	Acreage	Category	City or County Owned
Aspen Grove Park	19	Neighborhood	City
Dry Branch Wetlands	5.9	Preserves	City
Fort Granger	15	Historic	City
Harlinsdale Farm	85	Signature	City
Liberty Park	83.3	Community	City
204 Old Liberty Park	0.5	Neighborhood	City-Former Flood Prop
Pinkerton Park	27.9	Community	City
Ropers Knob	58.7	Historic	City
Total Quadrant 1	295.3		
Quadrant 2	Acreage	Category	City or County Owned
Eastern Flank Battlefield	113.3	Historic	City
Total Quadrant 2	113.3		
Quadrant 3	Acreage	Category	City or County Owned
Assault on Cotton Gin Park	0.5	Historic	City
Collins Farm	3.2	Historic	City
Eastern Flank Battlefield	1.2	Historic	City
1140 Thompson Alley	0.15	Neighborhood	City-Former Flood Prop
Winstead Hill	72.5	Historic	City
Academy Park	7.7	Neighborhood	County Park
Strahl Street Park	0.7	Neighborhood	County Park
Total Quadrant 3	85.95		
Quadrant 4	Acreage	Category	City or County Owned
Bicentennial Park	16.2	Community	City
City Cemetery	1.8	Historic	City
Del Rio Park	1.1	Neighborhood	City
Fieldstone Park	37	Special Use	City
Harlinsdale Farm	114	Signature	City
Jim Warren Park	87	Community	City
Pinkerton Park	4	Community	City
Resthaven Cemetery	4.2	Historic	City
Franklin Recreation/Judge Fulton Greer	33.8	Community	County Owned
Cheek Park	26.04	Community	County Owned
Robert A. Ring Soccer Complex	91.59	Special Use	County Owned
Judge Fulton Greer Park	20.03	Special Use	County Owned
Total Quadrant 4	436.76		

Quadrants by Acreage and Categories-RED County not included

Quadrant 1	Acreage	Category	City or County Owned
Aspen Grove Park	19	Neighborhood	City
Dry Branch Wetlands	5.9	Preserves	City
Fort Granger	15	Historic	City
Harlinsdale Farm	85	Signature	City
Liberty Park	83.3	Community	City
204 Old Liberty Park	0.5	Neighborhood	City-Former Flood Prop
Pinkerton Park	27.9	Community	City
Ropers Knob	58.7	Historic	City
Total Quadrant 1	295.3		
Quadrant 2	Acreage	Category	City or County Owned
Eastern Flank Battlefield	113.3	Historic	City
Total Quadrant 2	113.3		
Quadrant 3	Acreage	Category	City or County Owned
Assault on Cotton Gin Park	0.5	Historic	City
Collins Farm	3.2	Historic	City
Eastern Flank Battlefield	1.2	Historic	City
1140 Thompson Alley	0.15	Neighborhood	City Former Flood Prop
Winstead Hill	72.5	Historic	City
Academy Park	0	Neighborhood	County Park
Strahl Street Park	0	Neighborhood	County Park
Total Quadrant 3	77.55		
Quadrant 4	Acreage	Category	City or County Owned
Bicentennial Park	16.2	Community	City
City Cemetery	1.8	Historic	City
Del Rio Park	1.1	Neighborhood	City
Fieldstone Park	37	Special Use	City
Harlinsdale Farm	114	Signature	City
Jim Warren Park	87	Community	City
Pinkerton Park	4	Community	City
Resthaven Cemetery	4.2	Historic	City
Franklin Recreation/Judge Fulton Greer	0	Community	County Owned
Cheek Park	0	Community	County Owned
Robert A. Ring Soccer Complex	0	Special Use	County Owned
Judge Fulton Greer Park	0	Special Use	County Owned
Total Quadrant 4	265.3		

Tabulation of Bids*

Purchasing Office Solicitation No.:		2018-001 (industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples)				
Notice to Bidders published in the Williamson Herald on:		10/5/17				
Number of vendors that were notified of / that responded to this solicitation for bids:		9 / 4				
Date and time bids due and publicly opened:		10/24/17 2:00 PM				
Present at opening of bids:		Terry Breshears of TPM Group and Ashley Morris of Waypoint Analytical; Ivan Thurber of the City of Franklin Water Management Department; and Natalie Keene and Brian Wilcox of the City of Franklin Purchasing Office				
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/28/17				
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total quoted all-inclusive estimated bid price for all specified services for a twelve (12) month period:	Payment terms:	Bid and associated pricing is valid and may be accepted through:
Empirical Laboratories, LLC 621 Mainstream Dr., Suite 270 Nashville, TN 37228 Delia Weber, Client Services Director 615-345-1115, ext. 246 sales@empirlabs.com	1 of 1	Yes	Bidder takes no exceptions	\$17,366.00	net 30 days	01/23/18
EnviroScience, Inc. 5070 Stow Rd. Stow, OH 44224 Jennifer Vydra, Lab Manager 330-688-0111 jvydra@enviroscienceinc.com	no bid	no bid	no bid	no bid	no bid	no bid
TPM Group 2311 Kline Ave. Nashville, TN 37211 Terry Breshears, Project Manager 615-585-0995 tbreshears@tpm-group.com	1 of 1	Yes; however, Addendum No. 1 not acknowledged	Bidder takes no exceptions	\$69,067.20	net 30 days	01/31/18
Waypoint Analytical, Inc. 2790 Whitten Rd. Memphis, TN 38133 Nathan Pera, Chairman/Exec-VP 901-213-2446 npera@wpacorp.com	1 of 1	Yes	Bidder takes no exceptions	\$39,553.00	net 30 days	05/01/18

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

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Purchasing Office Solicitation No.:		2018-002 (aquatic toxicity (bio-monitoring) testing)				
Notice to Bidders published in the Williamson Herald on:		10/5/17				
Number of vendors that were notified of / that responded to this solicitation for bids:		9 / 4				
Date and time bids due and publicly opened:		10/24/17 2:00 PM				
Present at opening of bids:		Terry Breshears of TPM Group and Ashley Morris of Waypoint Analytical; Ivan Thurber of the City of Franklin Water Management Department; and Natalie Keene and Brian Wilcox of the City of Franklin Purchasing Office				
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/28/17				
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total quoted all- inclusive estimated bid price for all specified services for a twelve (12) month period:	Payment terms:	Bid and associated pricing is valid and may be accepted through:
Empirical Laboratories, LLC 621 Mainstream Dr., Suite 270 Nashville, TN 37228 Delia Weber, Client Services Director 615-345-1115, ext. 246 sales@empirlabs.com	no bid	no bid	no bid	no bid	no bid	no bid
EnviroScience, Inc. 5070 Stow Rd. Stow, OH 44224 Jennifer Vydra, Lab Manager 330-688-0111 jvydra@enviroscienceinc.com	1 of 1	Yes; however, submitted bid not valid for minimum duration	Bidder takes no exceptions	\$7,000.00	net 30 days	12/24/17
TPM Group 2311 Kline Ave. Nashville, TN 37211 Terry Breshears, Project Manager 615-585-0995 tbreshears@tpm-group.com	1 of 1	Yes; however, Addendum No. 1 not acknowledged	Bidder takes no exceptions	\$22,920.00	net 30 days	01/31/18
Waypoint Analytical, Inc. 2790 Whitten Rd. Memphis, TN 38133 Nathan Pera, Chairman/Exec-VP 901-213-2446 npera@wpacorp.com	1 of 1	Yes	Bidder takes no exceptions	\$6,640.00	net 30 days	05/01/18

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

*Shaded bid is apparent lowest best bid