



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, October 25, 2016

4:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [16-0896](#) Presentation on Transportation Access Management Strategies and Techniques

Sponsors: Engineering and Jonathan Marston
Attachments: [_AccessManagementPresentation.pptx](#)
[1_AccessManagementHandout.pdf](#)
[2_AccessManagementAdditionalInfot.pdf](#)
[3_BalancingAccessMobility.pdf](#)
[4_GoodForBusiness.pdf](#)

2. [16-0878](#) Consideration of Event Permit for the Turkey Trot 5K Sponsored by Graceworks Ministries on November 24, 2016 in Cool Springs (10/25/16 WS)

Sponsors: Deb Faulkner
Attachments: [Turkey Trot REVISED 2016 App](#)

3. [16-0879](#) Consideration of Event Permit for Christmas Parade sponsored by the Kiwanis Club of Franklin on December 3, 2016 in Downtown Franklin. (10/25/16 WS)

Sponsors: Deb Faulkner
Attachments: [Christmas Parade 2016 REVISED App](#)

4. [16-0880](#) Consideration of Event Permit for Dickens of a Christmas sponsored by the Heritage Foundation on December 10-11, 2016 in Downtown Franklin (10/25/16 WS).

Sponsors: Deb Faulkner
Attachments: [Dickens 2016 REVISED App](#)

5. [16-0850](#) Presentation of Housing Commission Report
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [CDBG Briefing Notes to BOMA 102516](#)
6. [16-0845](#) Consideration of Contract 2016-0077 Emergency Rehabilitation Grant Program with Community Housing Partnership Utilizing Community Development Block Grant Funds for Program Year 2014-2015 (10/25/16 WS)
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [CONTRACT 2016-0077 Emergency Rehab CHP 2014-15](#)
7. [16-0846](#) Consideration of Contract 2016-0227 for Public Facilities Improvements to BRIDGES of Williamson County Utilizing Community Development Block Grant Funds from Program Year 2015-2016. (10/25/16 WS)
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [CONTRACT 2016-0227 Public Facilities to BRIDGES from CDBG 2015-2016](#)
8. [16-0847](#) Consideration of Contract 2016-0035 for Public Facilities Improvements to the Park Street Project of Franklin Housing Authority Utilizing Community Development Block Grant (CDBG) Funds from Program Year 2015-2016 (10/25/16 WS) .
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [CONTRACT 2016-0035 Public Facilities to FHA from CDBG 2015-2016](#)
9. [16-0848](#) Consideration of Contract 2016-0226 for Public Facilities Grant to Community Housing Partnership Utilizing Community Development Block Grant Funds from Program Year 2015-2016. (10/25/16 WS)
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [CONTRACT 2016-0226 Public Facilities to CHP from CDBG 2015-2016](#)
10. [16-0842](#) *Consideration of Resolution 2016-69, A Resolution to Adopt the Project List for Phase I of the FY 2017-2026 CIP (Capital Investment Program) (Continued from 10/11/16 WS)
Sponsors: Eric Stuckey and Paul Holzen
Attachments: [RESOLUTION 2016-69 - CIP- Second Draft.pdf](#)
[9-30-2016 Phase I Projects](#)
[Capital Funding Model - September 2016 09 09-16](#)
[CIP Funding Model -BOMA - 09132016 09-09-16](#)
[Franklin Debt Capacity Update 8 12 2016](#)
Legislative History

10/3/16	Work Session	referred to the Work Session
10/11/16	Work Session	referred to the Work Session

11. [16-0849](#) *Consideration of Amendment 3 to TDOT Agreement 060118/PIN 108409.00 for the Hillsboro Road Improvements Project (COF Contract No. 2011-0028)
- Sponsors:** Paul Holzen
- Attachments:** [PIN_108409.00_Hillsboro_Road_Amendment_3_Request_08-04-2016](#)
[COF 2011-0028 Amend 3_Law Approved_1](#)
12. [16-0886](#) *Consideration of a Professional Services Agreement (COF Contract No. 2016-0306) with CDM Smith for the SCADA Construction Engineering and Inspection Services Project in the Not-to-Exceed Amount of \$432,641.00
- Sponsors:** Mark Hilty, Paul Holzen and Patricia McNeese
- Attachments:** [2016-0306_PSA with CDM Smith for SCADA CEI with Attachment.Law Approv.](#)
13. [16-0905](#) Discussion of Goose Creek Inn Wastewater Treatment Facility
- Sponsors:** Paul Holzen and Mark Hilty
- Attachments:** [GCI Sewer Lawsuit vs State of TN 9-28-16](#)
[20160413_REP_Goose Creek Inn STP CEI letter report_V1](#)
[20160414_REP_Goose Creek Inn Photo CEI Photo Summary_V1](#)
[COF 2016-0307 - Exhibit A and B](#)
14. [16-0888](#) Consideration of Resolution 2016-79, A Resolution Granting Additional Funding/Support to the Harpeth Square Project and Authorizing the City Administrator to Modify the Existing Road Impact Fee Offset Agreement Between the City of Franklin and Harpeth Associates LLC. (COF Contract No. 2014-0344) as Necessary to Effectuate Such Changes. (10/25/16 WS)
- Sponsors:** Paul Holzen
- Attachments:** [COF 2014-0344 Harpeth Square Development - Amendment 1](#)
[COF 2014-0344 Amendment 1 - Revised Exhibits](#)
[COF 2014-0344 and COF 2014-0345](#)
[Res 2016-79 Harpeth Square Development - COF 2014-0344 Amendment 1_L](#)

15. [16-0889](#) Consideration of Resolution 2016-80, A Resolution Granting Additional Funding/Support to the Harpeth Square Project and Authorizing the City Administrator to Modify the Agreement for Reimbursement of Cost for Sanitary Sewer and Water Distribution Improvements Between the City of Franklin and Harpeth Associates LLC. (COF Contract No. 2014-0345) as Necessary to Effectuate Such Changes. (10/25/16 WS).

Sponsors: Paul Holzen

Attachments: [16-0089 Submitted COF 2014-0345 Amendment 1 - Revised Exhibits.pdf](#)
[COF 2014-0345 Harpeth Square Recovery Agreement -Amendment 1_JM](#)
[COF 2014-0344 and COF 2014-0345](#)
[2016-80 RES Harpeth Square Dev_Contract 2014-0345 Amnd 1.Law Approved](#)

16. [16-0929](#) Consideration of Ordinance 2016-41, an Ordinance to Amend the FY2016-2017 Budget (Amendment #3); File 16-0834 presented at 10-20-16 Budget & Finance Committee; 10/25/16 WS and 1st Reading BOMA 8-0; 11/22/16 2nd Reading 8-0) THIRD AND FINAL READING

Sponsors: Eric Stuckey, Russ Truell and Michael Walters Young

Attachments: [Ord 2016-41 FY 2017 Budget Amendment 3_with Exhibits A and B_Law Approv](#)
[2016 Budget Amendment #3 Memo](#)
[Exhibit A - ORD 2016-41.pdf](#)
[Exhibit B - Ord 2016-41.pdf](#)
[Impact of 2016-41 - FY 2017 Budget Amendment #3](#)
[FY 2017 Franklin Blank Program Enhancement Form - BNS](#)
[FY 2017 Franklin Blank Program Enhancement Form - GIS-IT](#)
[RearLoaderQuote](#)

17. [16-0926](#) Consideration of DRAFT Resolution 2016-73, A Resolution to Revise the Organizational Charts within the Building & Neighborhood Services and Information Technology Departments. (10/25/16 WS)

Sponsors: Eric Stuckey and Vernon Gerth

18. [16-0900](#) Status Report on Special Census.

Sponsors: Vernon Gerth

Other Business

Adjournment

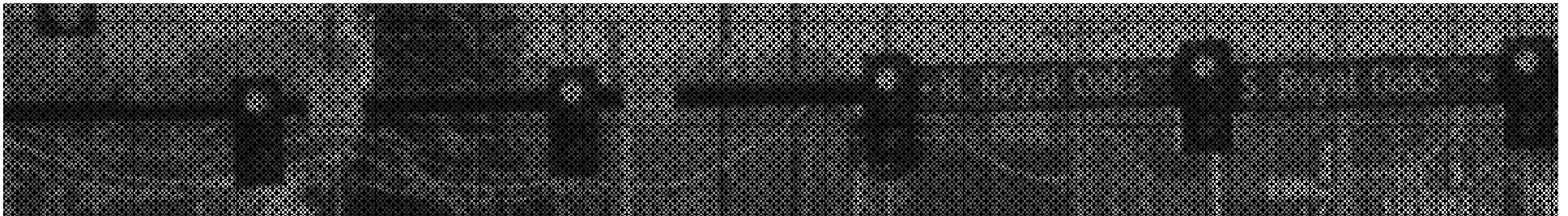
Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

October 25, 2016

Why Access Management is Good for Communities

Board of Mayor and Aldermen
City of Franklin, Tennessee

Philip B Demosthenes, LLC and
Barge, Waggoner, Sumner & Cannon, Inc



What is Access Management?

The careful consideration of the location, type and design of access to a roadway.

Why is Access Management Important to Franklin?

Source of travel delay

Frequent location of traffic crashes.

Every minute of travel delay increases costs

Increases product and service cost, retail & industrial

Increased cost decreases competitiveness in the market place

A new signal adds delay and costs

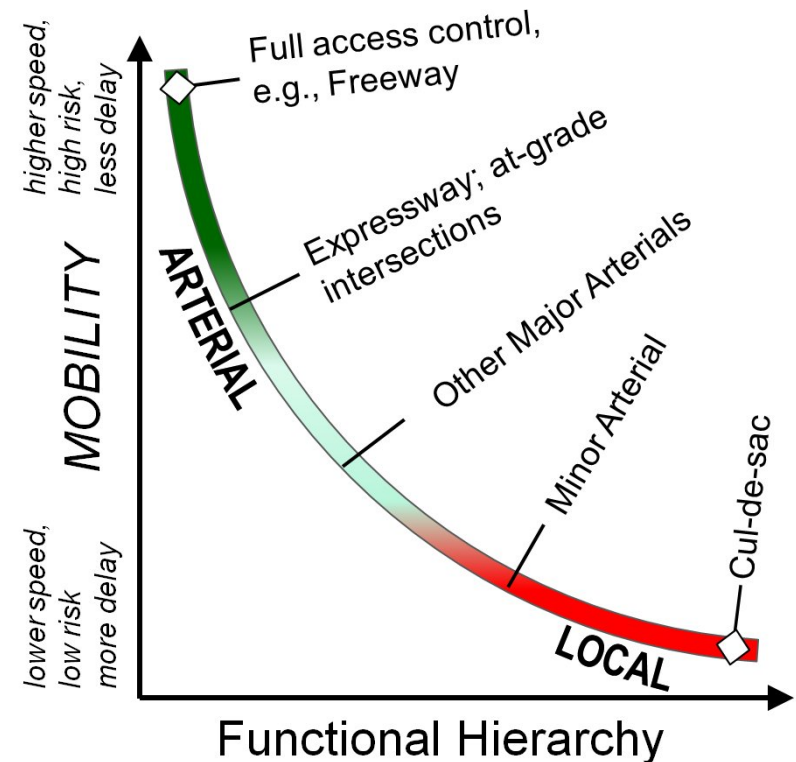
Access Management Uses Hierarchy

Access management should vary with roadway importance.

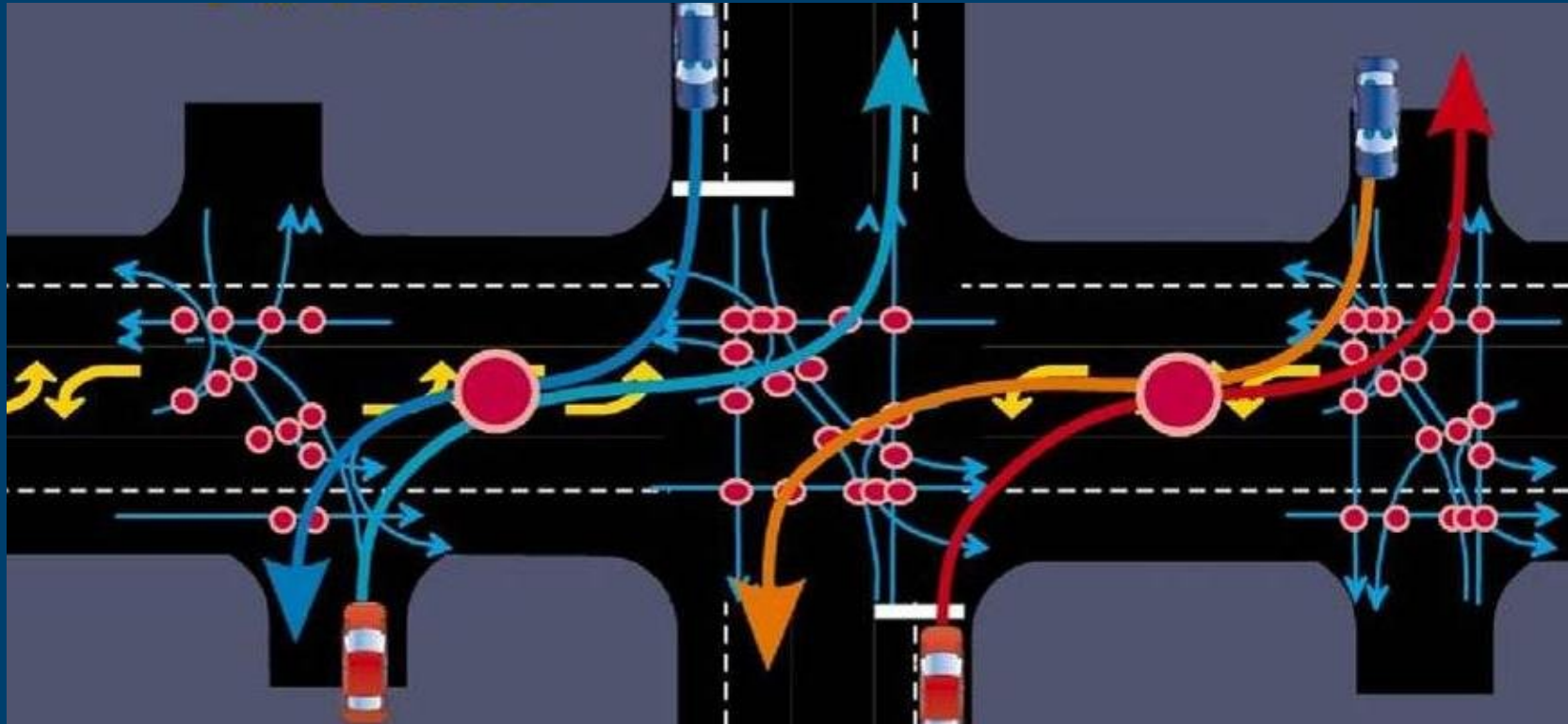
Arterials must handle large volumes safely.

Collectors are safer, flexible, but have limited capacity.

More access, more turbulence, more crashes, lower performance.



Designing for Safety is About Limiting and Managing Vehicular Conflicts



If you reduce the rate at which a motorist encounters conflicts you will reduce the rate of crashes.

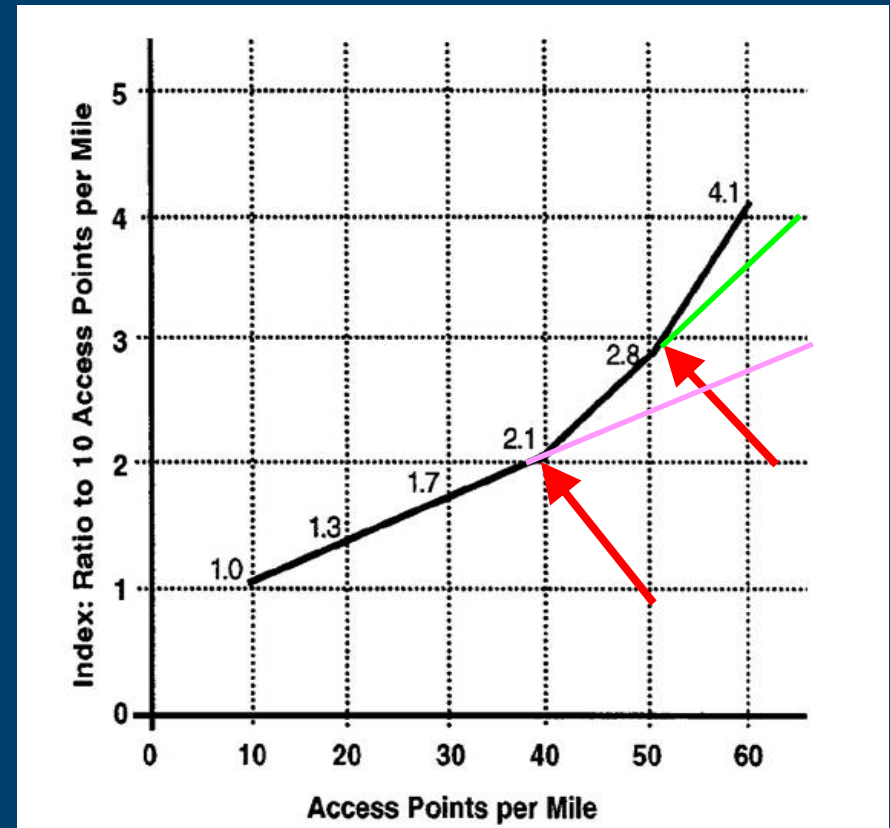
No Such Thing as Safe Access

As the number of access points per mile increase, so does the frequency of crashes.

And the rate also increases.

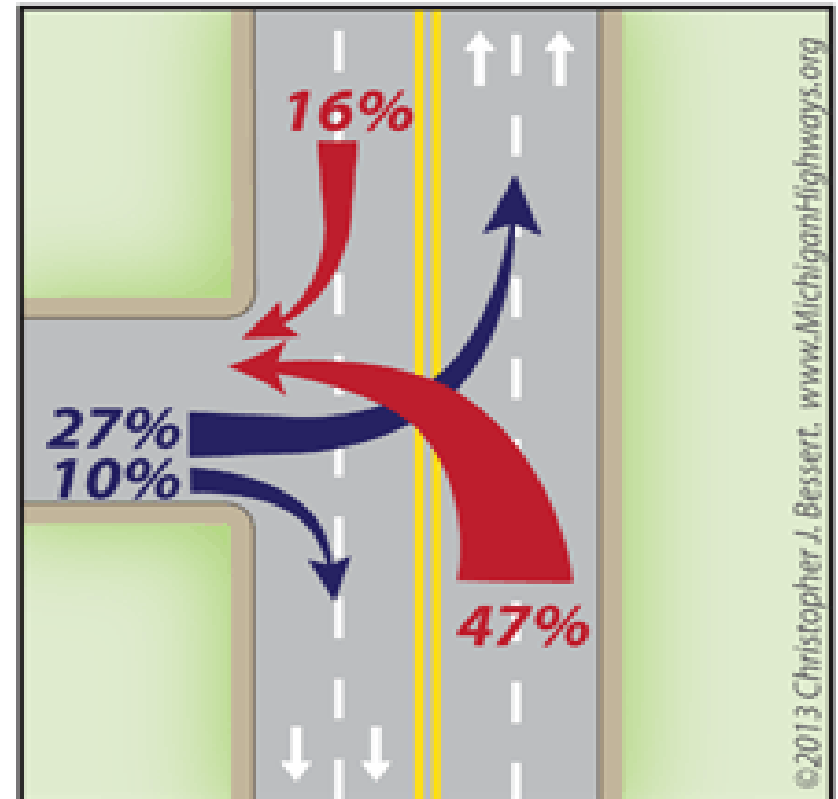
40 driveways per mile will increase crashes by 60% compared to 20 per mile.

Each access = 4%



Source: NCHRP 420

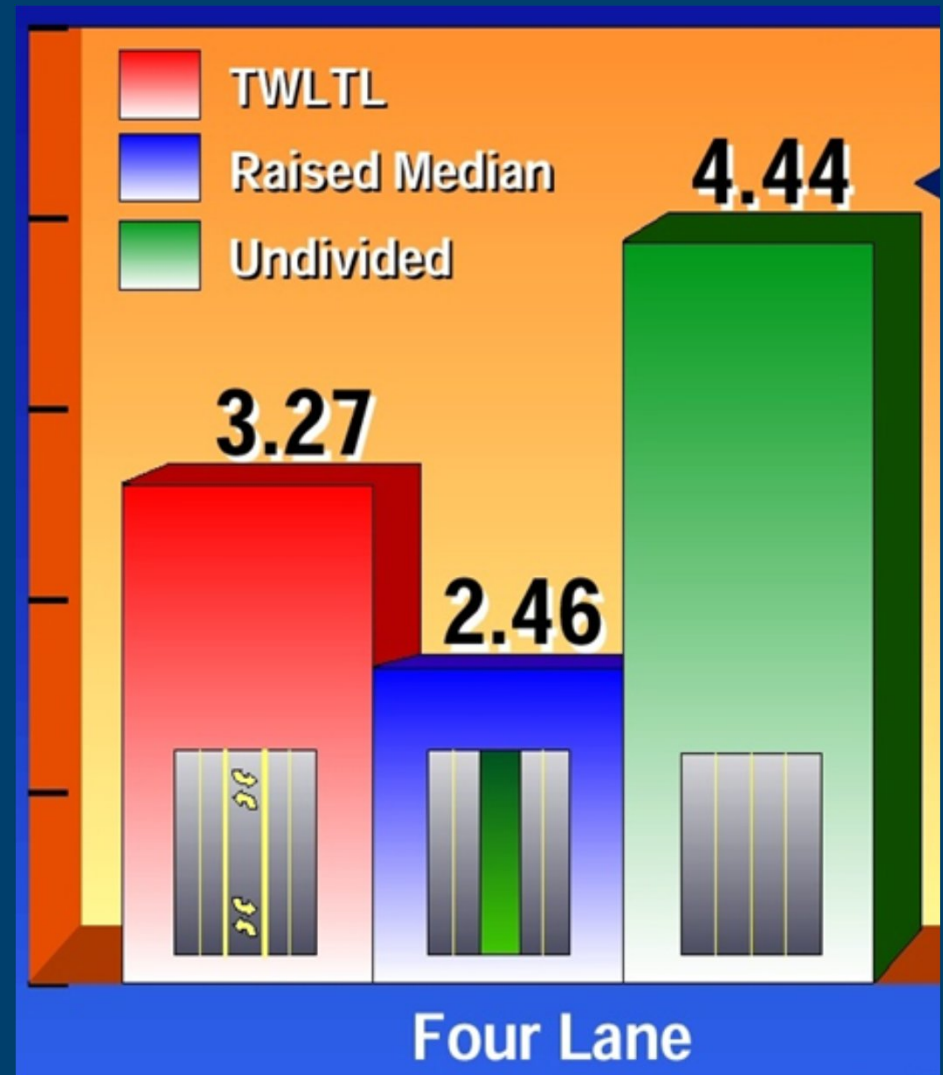
Left turns are the highest percentage of crash related maneuvers, 74% – that's why medians are important



Percentage of crashes by driveway movement. Source: Federal Highway Administration, Office of Operations, 2006.

Decreasing crash rates by adding medians

SR-96 crash rate is about 14.9 million vehicle miles



Source: Florida DOT

Every Access Point is Fundamentally a Safety Problem



Allowing an access is a decision that will diminish public safety and roadway function.

Two Basics That We Apply

1. Make choices that reduce the conflict rate experienced by travelers.
2. Reduce the potential severity of the conflicts that are allowed.

Roadways are the most dangerous public facilities on the face of the Earth



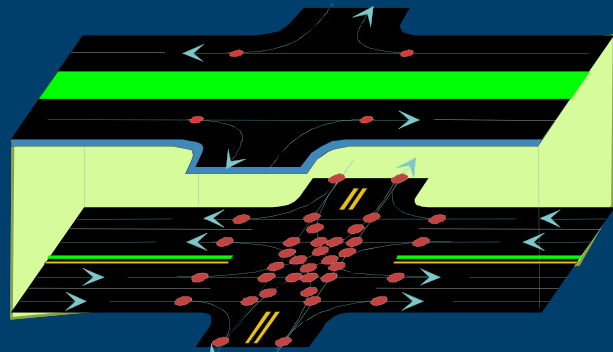
Nationwide, about 630 people die each week

Over 19 deaths each week in Tennessee

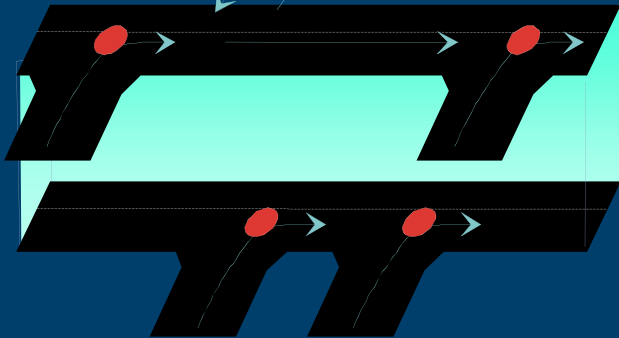
Over 3,300 crashes reported weekly

Over 1,350 injuries reported weekly

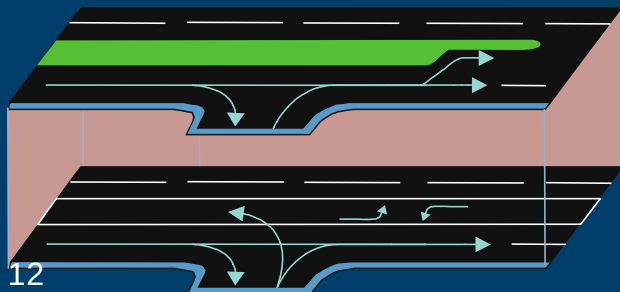
What are the Principles of Access Management?



Manage access type to limit conflict points and severity



Separate the conflict points – increase decision time



Provide reasonable access at each property

Successful Techniques

Well-designed
driveways and
intersections

Turn lanes at
intersections and high
volume driveways

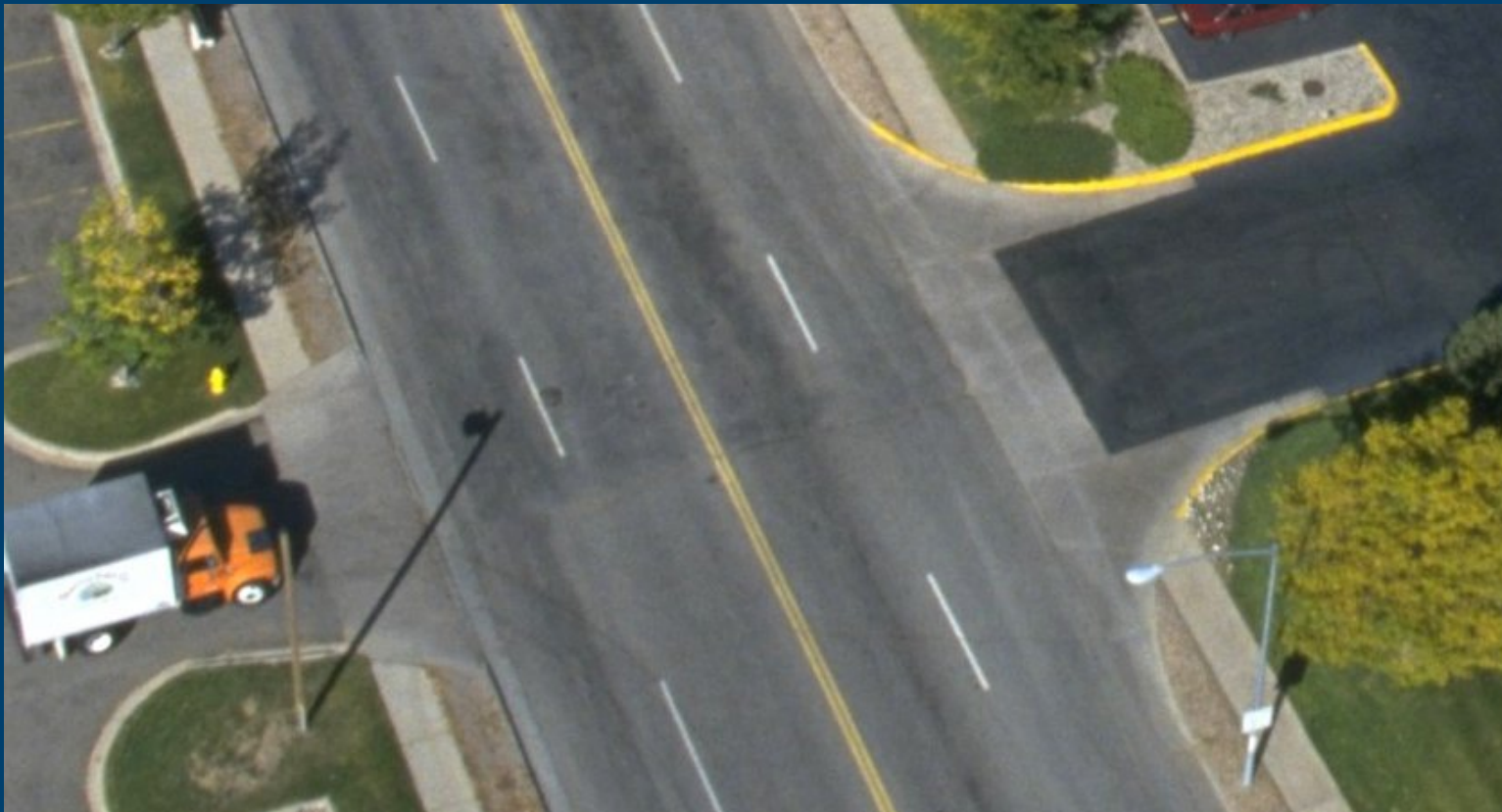
Fewer, well-spaced
traffic signals

Eliminate mid-block
left turns with a
raised median

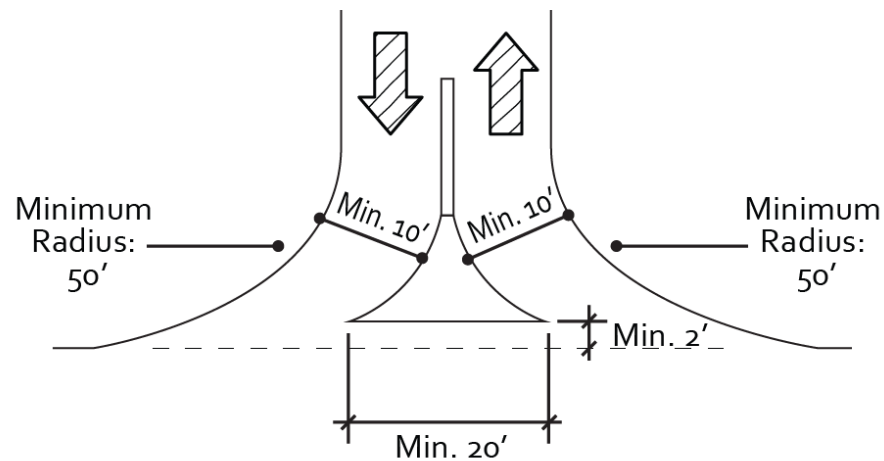
Old driveways are problematic



Newer designs have smoother
flow and are easier to use



Right-turn only driveways with islands



Site and secondary circulation reduces driveway needs



A raised median would prevent a left turn attempt across 4 lanes of opposing traffic while also blocking others.



Combination of roundabouts and medians: High circulation and very low crash rates



When Access Management is Applied to a Specific Corridor



Crashes are reduced by 30–60 percent

Capacity is increased by 20–40 percent

East Bound on SR-96 at Royal Oaks

Losses and costs while traveling in Williamson County

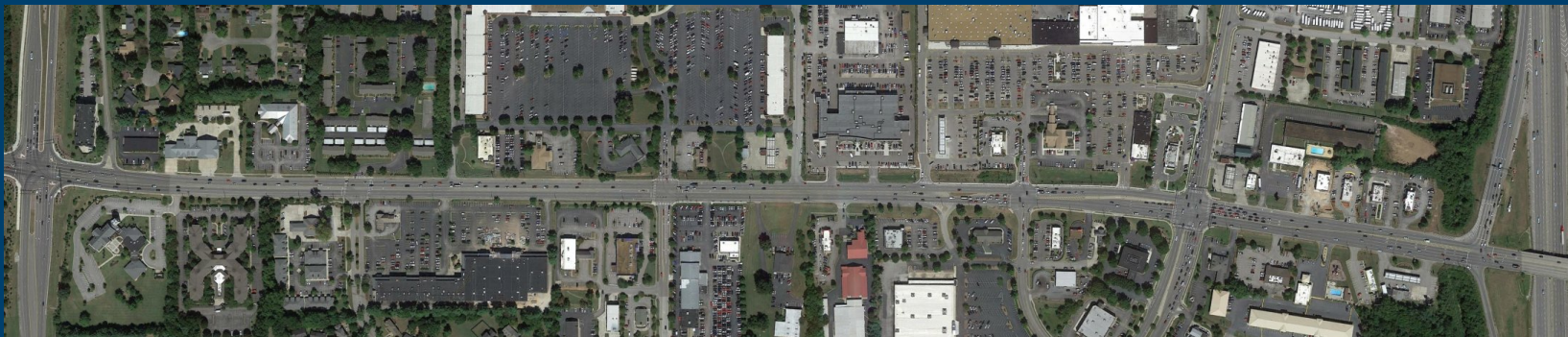
Over 5,400 crashes in 2015
(About 15/day)

About \$87,900,000 in actual cost/loss in 2015

Expect more in 2016

More than 55% of these crashes are access related

Example: Murfreesboro Road (SR-96) west of I-65 to Mack Hatcher Parkway (5,800 ft)



830 reported crashes in 5 years (166 p/yr)

About \$2 million annually in crash costs

Median should reduce the crash frequency by about 40–50%.

Means about 400 fewer crashes in next 5 yrs.

Fewer police, fire and medical responses

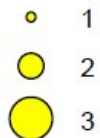
MURFREESBORO ROAD
(I-65 TO ROYAL OAKS)

14 driveways
(72 per mile rate)

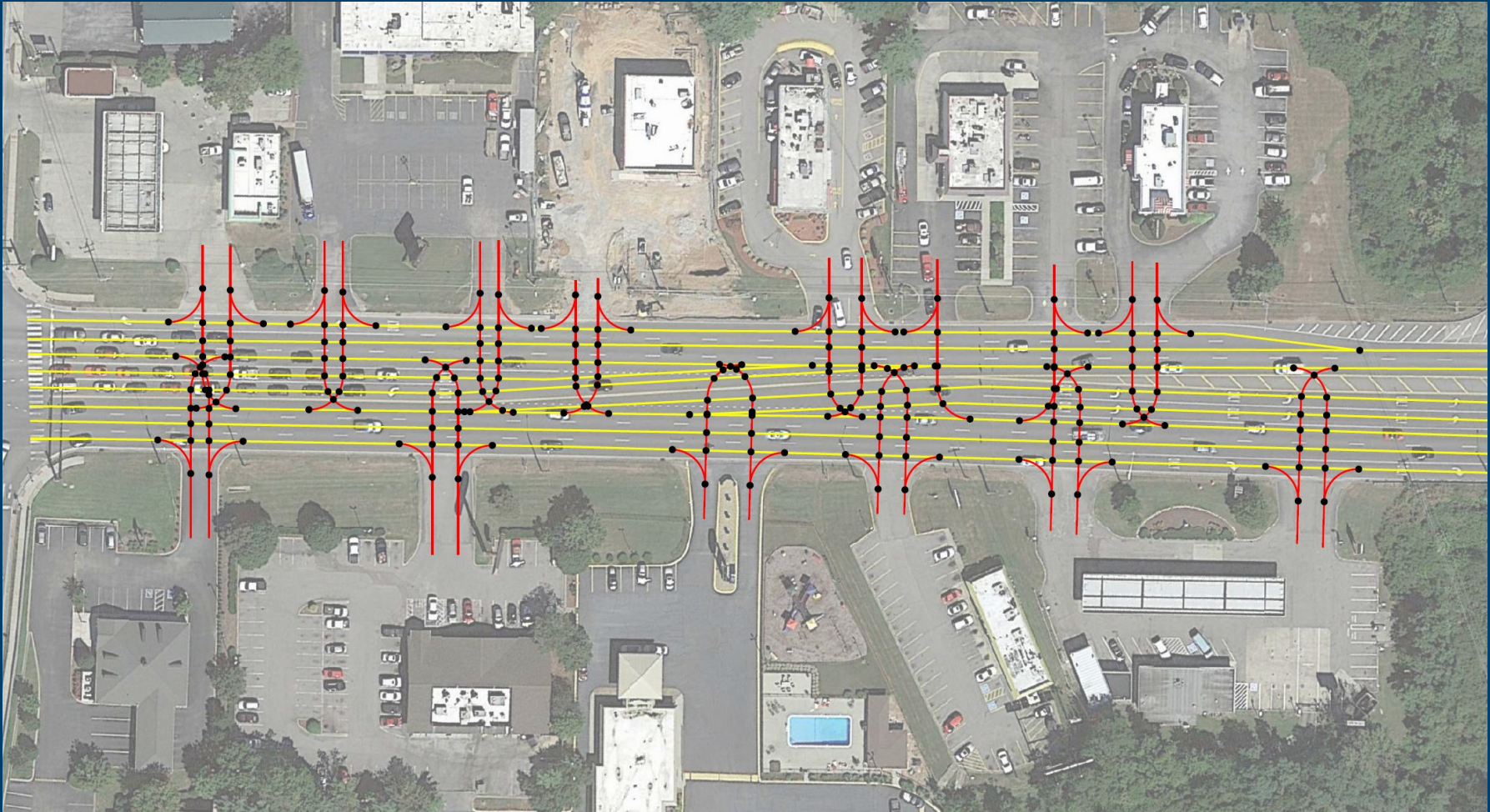
**Property Damage
Accidents**



Injury Accidents



A median would eliminate over 200 conflict points



Retail

Access management helps retail

Reduced road delays, less congestion, improved speeds

Make area attractive by landscaping

Improvement projects have positive impacts on property values

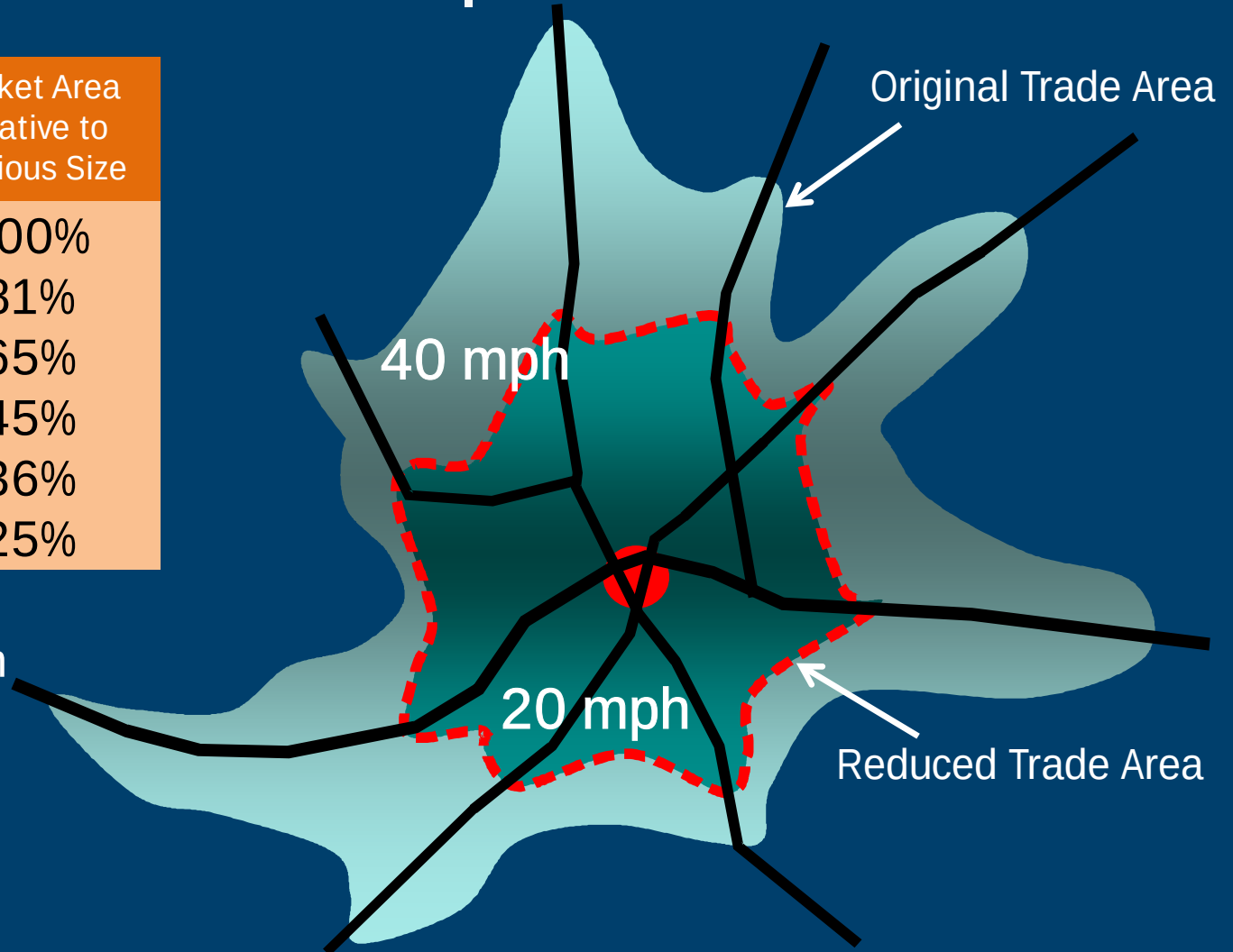
Studies, see handout, document either stable or increased land values for corridors after construction of access control management projects.

Retail will not be successful unless there is good employment, fat wallets.

Market Area: Retail Market Area Shrinks as Arterial Speed is reduced

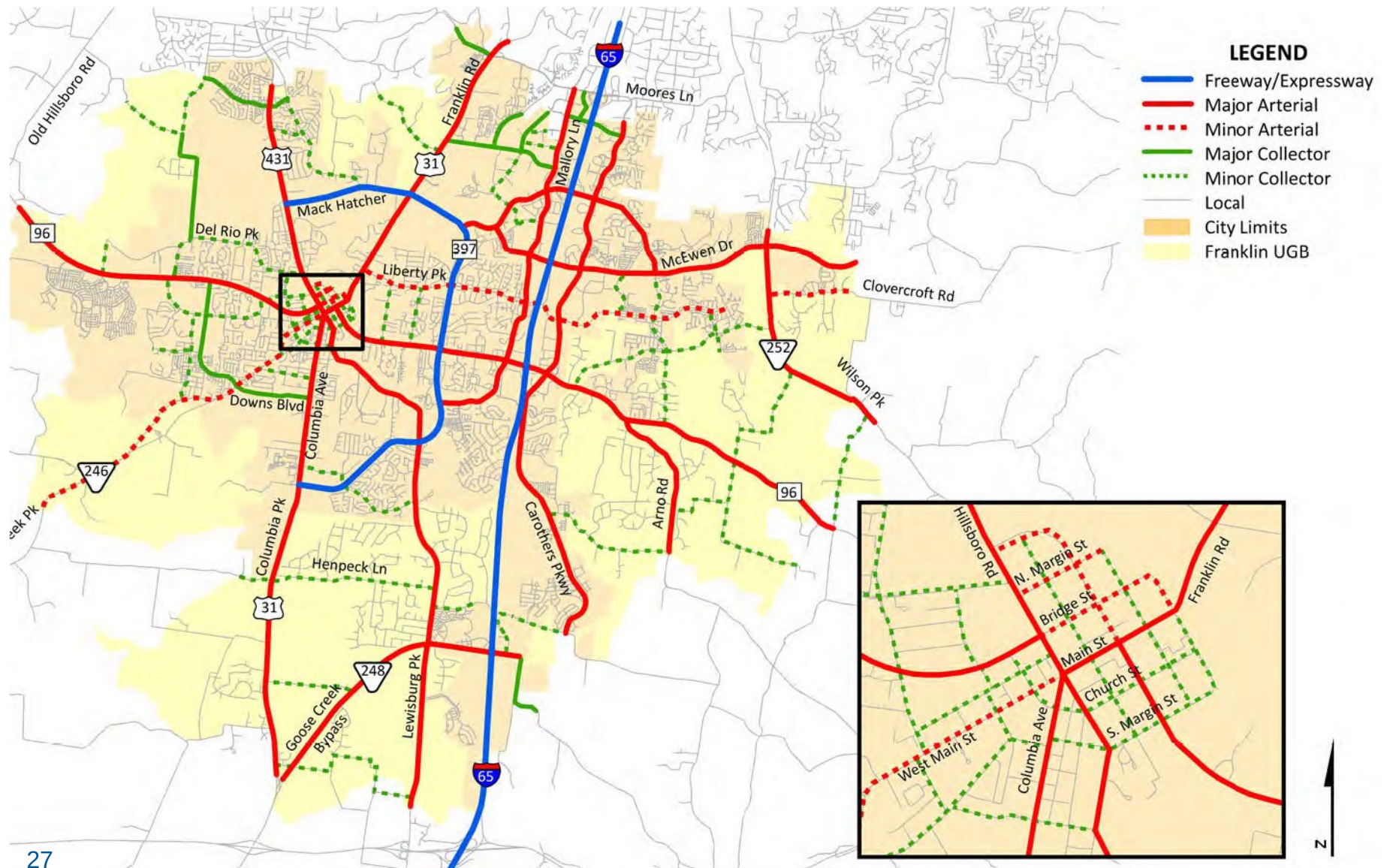
Reduction in Avg. System Speed	Market Area Relative to Previous Size
0%	100%
10%	81%
20%	65%
30%	45%
40%	36%
50%	25%

35 mph to 25 mph means over 50% reduction in market area



Source: Florida DOT

For Franklin, arterials are critical life-lines for the economy, the movement of commerce and labor.



Quality and Efficiency of Transportation Infrastructure

is, and will remain
a critical
component
economic success.

The purpose of
access
management is to
keep the arterial
system efficient
and safe.

Questions?

Philip Demosthenes

Principal, Philip B Demosthenes, LLC
phil@pdemos.com

Daniel Spann PE, PTOE

Barge, Waggoner, Sumner & Cannon, Inc.
daniel.spann@bwsc.net



CITY OF FRANKLIN
BOARD OF MAYOR AND ALDERMAN WORK SESSION
TUESDAY, OCTOBER 25, 2016

PRESENTATION BY
Phil Demosthenes

PRINCIPAL, PHILIP B DEMOSTHENES LLC
INDEPENDENT TRANSPORTATION CONSULTANT

Why Access Management is Good for Communities

PHIL DEMOSTHENES

Philip B Demosthenes LLC
303.744.2632
phil@pdemos.com

For more information, contact

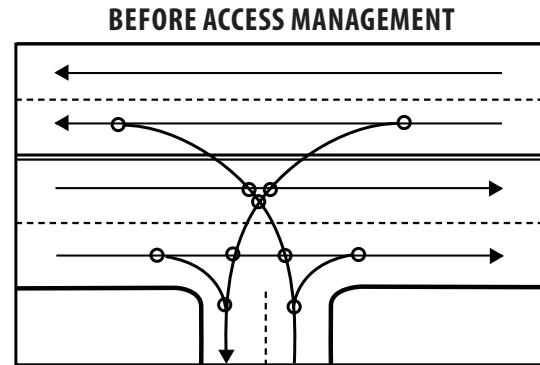
DANIEL SPANN, P.E., PTOE

Barge Waggoner Sumner & Cannon, Inc.
615.252.4305
daniel.spann@bwsc.net

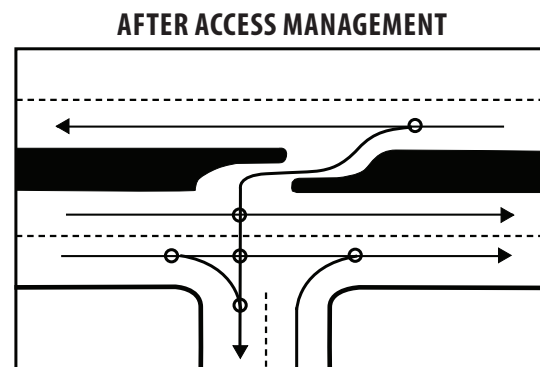
Why Access Management is Good for Communities

The presentation will address:

- What is Access Management?
- Balancing access and mobility
- Techniques to successfully manage access
- Crash reduction and safe access
- Mobility and travel time
- Traffic congestion and effect on business market area
- Economic vitality, reliability, and thriving community



More Conflicts



Fewer Conflicts

Suggested Reading Material Attached

Two of many recommended sources for learning more about Access Management, as published by the U.S. Department of Transportation Federal Highway Administration Office of Operations and the Florida Department of Transportation.



Mr. Philip Demosthenes

PRINCIPAL, PHILIP B DEMOSTHENES LLC • DENVER, COLORADO, USA

PHIL@PDEMOS.COM • WWW.PDEMOS.COM • 303-744-2632

Phil is an independent transportation consultant specializing in preparing access management programs, policies, and standards for all agencies and classifications of roadways. Subject matter expertise includes access management, roundabout planning services, program and policy development, design criteria, corridor planning, training, and design and safety assessments. Additional services include facilitation of project implementation, public outreach, and litigation support.

Public clients since 2004 include several State DOTs, Metropolitan Planning Organizations, Municipalities, Universities, Institute of Transportation Engineers; American Society of Civil Engineers; Canadian Provinces of British Columbia and Alberta; the National Traffic Safety Research Center of the People's Republic of China; and the Emirates of Abu Dhabi and Dubai of the United Arab Emirates.

Locally, Phil has recently has been involved with the SR 109 Access Management Study for the Nashville Area Metropolitan Planning Organization. This project provided the Nashville MPO, Tennessee DOT, and local government partners with a set of customized access management strategies and a plan for coordinating access management decisions along 32 miles of rural and suburban SR 109. The project included an evaluation of existing access management problems and potential solutions; an assessment of current access management guidelines and practices; and a report on the local benefits of effective access management. The project provided a customized plan to improve and manage access along SR 109 that is consistent with the stakeholders' shared vision for growth and community development along the corridor.

Since 2002 he has been a part-time instructor for the University of California, Berkeley, providing courses in access management and roundabout planning and design to transportation professionals throughout California.

He is one of the co-authors of the new TRB Access Management Manual (2014), and the access management chapters in the ITE publications "Urban Street Geometric Design Handbook" (2008) and the "Traffic Engineering Handbook" (2009).

Phil got his start in access management with the Colorado DOT where he created then managed their state-wide access management program. He was responsible for the continuing development, implementation, research, and daily administration including objectives, procedures, policies, regulation revisions, access management planning, agency training, and local government assistance. Phil also assisted in highway project-related access planning and design. He then retired after 28 years to enter private practice.

Phil is an Emeritus member of the Transportation Research Board (TRB) Committee on Access Management, past chairman of several subcommittees, including Outreach, Research, and Legal and Right-of-Way Issues. A full member of the Committee on Eminent Domain and Land use, and a full member of the TRB Committee on Roundabouts where he serves as committee research coordinator to help identify research needs, promote research, and obtain research funding. Phil has kept very active in research having served on thirteen National Cooperative Highway Research Program (NCHRP) panels, and also on consultant teams for three other NCHRP projects.

ADDITIONAL INFORMATION RELATIVE TO ACCESS MANAGEMENT

Why Access Management is Good for Communities

Philip Demosthenes

Principal, Philip B Demosthenes LLC
303.744.2632
phil@pdemos.com

Daniel Spann, P.E., PTOE

Barge, Waggoner, Sumner & Cannon, Inc.
615.252.4305
daniel.spann@bwsc.net

CITY OF FRANKLIN
BOARD OF MAYOR AND ALDERMEN WORK SESSION
TUESDAY, OCTOBER 25, 2016



Florida and Texas

A 1989 study found that more than 70 percent of the businesses impacted by an access management project in Florida reported no change in property value, while 13 percent reported some increase in property value.

A study in Texas (1999) determined that land values along Texas corridors with access management projects stayed the same or increased. They found very few exceptions to this observation.

1998 Florida Survey

Approximately 62 percent of surveyed businesses reported no changes in business sales following the retrofit of a boulevard in Fort Lauderdale.

A survey conducted in Orlando also found that 80 percent of the drivers believed that the road was safer with improved traffic flow.

Approximately 60 percent of the drivers, however, did indicate that required U-turns were not convenient.

Kansas

In 2000, a study of properties impacted by access changes determined that the majority of adjacent business remained the same after the access management project was completed, even for the businesses that had direct access before the project and access restricted to frontage roads following project completion.

Washington, 2006

Evaluated 280 businesses along six commercial corridors. They performed this analysis by issuing a survey to the local business.

The survey focused on business use, business operation, access management, street environment, and corridor characteristics.

Most businesses with shared driveways or traffic signals at their driveways had a positive perception of access management, while driveways with a right-in right-out configuration were perceived by the businesses to negatively impact patronage.

Minnesota, 2007

A study of commercial property values adjacent to a major access management project and found that changes in access had little or no effect on property values.

Local economy and the general location of the property were determined to be greater contributors to the value of properties.

After a comprehensive analysis of population, changes in income, types of retail businesses, and retail sales from 1980-2000, further evaluated land values and business productivity and determined that the impacts of access management improvement projects were either neutral or positive for all business types.

Iowa, (1998) five case studies with raised medians, TWLTLs, and driveway consolidation

Iowa researchers evaluated sales tax data and determined that sales along the corridors outpaced those of the overall community by 10 to 20 percent following the completion of adjacent access management projects.

The business owner surveys further indicated that more than 85 percent of the businesses reported that their sales either remained the same or increased.

Only five percent reported a decrease after the implementation of access management, although they did not identify any direct correlation between this decrease and the access management implementation.

Golden, Colorado

Golden was a five 5 lane commercial strip with TWLTL and signals

Installed 4 roundabouts and raised median



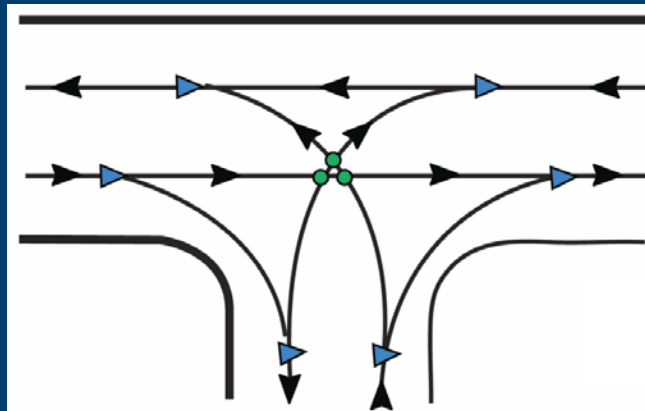
Golden, CO Sales Tax Results

66% crash rate reduction. 99% drop in injury rate



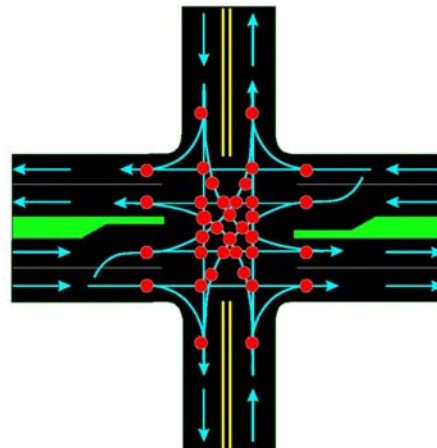
What do we mean by “roadway conflicts”?

Places where paths cross, diverge or merge are considered potential conflicts

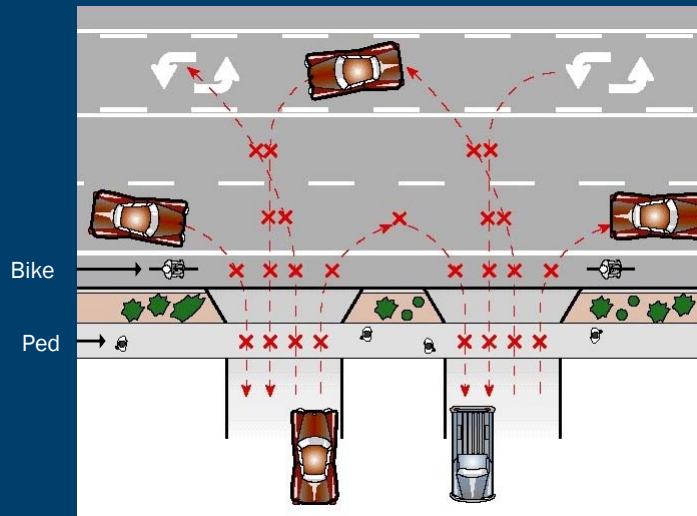


Severe Consequences: not all conflicts are the same

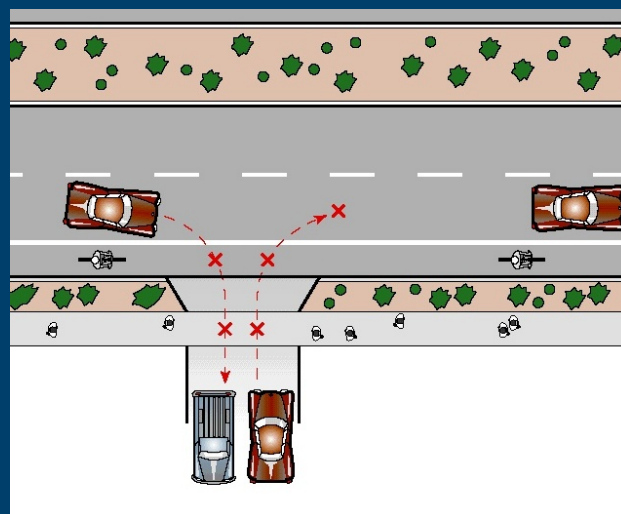
22 crossing conflicts
“kill zone”
8 merging
8 diverging



Graphic from Teachamerica and Florida DOT



Medians reduce bike and pedestrian conflicts

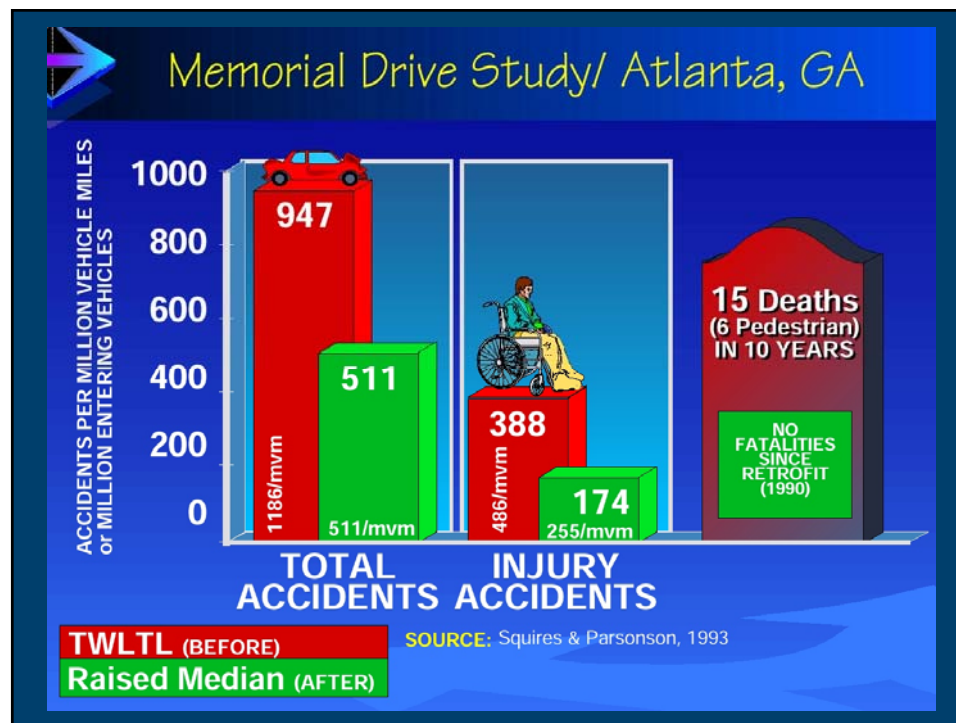


Memorial Drive, Atlanta Georgia

From TWLTL to Raised median on 6 lanes

Based on business tax records from before the TWLTLs were replaced by raised medians, they found that 21 business owners reported a decrease in sales, while 15 reported an increase in sales following median construction.

The results suggested that the raised median did not lead to an overall negative impact, although some mid-block businesses may have suffered more than others.



Signalized and Unsignalized Intersections



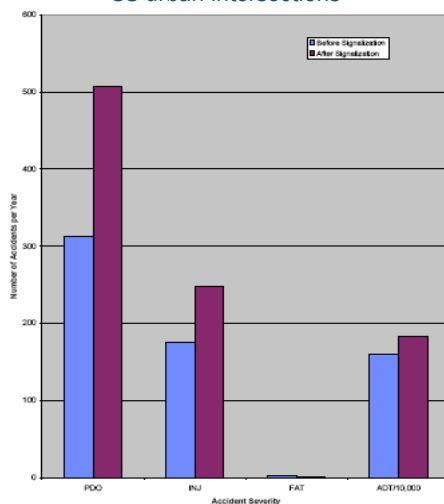
27.3 % of all reported crashes

Almost 25% of all traffic fatalities

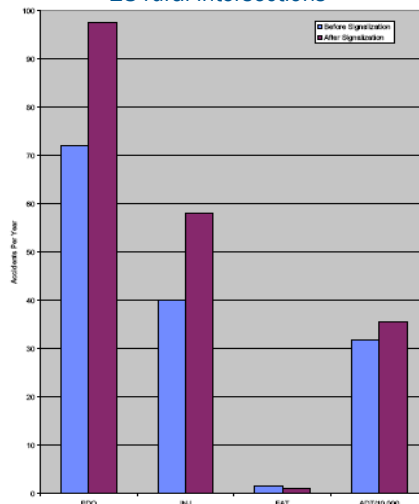
Almost 50% of all traffic injuries

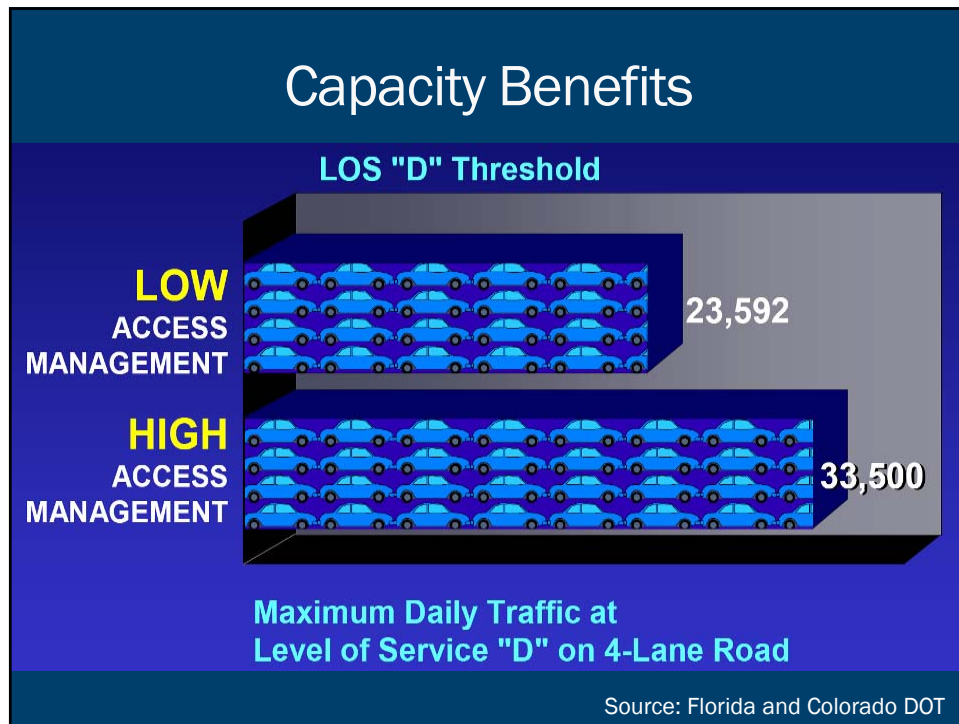
Signals Increase Accidents (a 2002 study in Colorado)

88 urban intersections



28 rural intersections





Transportation and the Economy

Efficient transportation is a critical component of economic development and the welfare of society locally, regionally and nationally.

This is even more important in the global economy where economic opportunities are increasingly related to the mobility of people, goods, and information.

Transportation systems affects development patterns, and when efficient, they provide economic and social benefits that result in better accessibility to markets, employment, and community facilities at a lower cost.

Connecting to more locations and increases the value and effectiveness of trade.

Reduces cost and time for freight movements keeping costs lower and more competitive at point of sale.

Transportation and the Economy

Reliability—lowers the risk of unintended delay and scheduling failures and provides assurances of long-term, on-time performance and prevention of loss and damage, maintaining the value of the initial investments in production location and reliable distribution systems

Market size—adds to economies of scale in production, distribution, and consumption, increasing economic opportunity and growth

Productivity—increases productivity gained from access to a larger and more diverse base of needed production resources such as raw materials, parts, energy, and labor, and satisfies a broader markets for more diverse outputs

Retail is important but not the only important business sector

A very important part of an economy is production.

Processing raw materials or creative ideas to create products to sell has high profits – generating new capital.

Retail circulates money, produces useful taxes, but does not produce 'imports' except for tourist services.

Production requires efficient movement of goods – raw materials and finished products.

Every additional minute of transportation increases overhead, increases product price and decreases its competitiveness in the market place.

A new signal slows traffic and the economy.

There is no right to create safety problems or hazards



There **is** a right to develop property and access to the property is a necessity to develop and use.

But property rights do not include the right to create safety problems on public facilities.

Property rights do not extend onto the right of way



Abutting owners have no rights to control the design and operation of the public roadway or rights to the character or volume of traffic.

Before and after adding restrictive medians

Converting TWLTLs to raised medians – a Florida study.

6 lane roads averaged a 73% reduction.

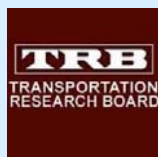
4 lane roads averaged a 33% reduction in left turn crashes.

Table 6-3: Summary Crash Statistics at Six-lane Urban Arterials

	Before		After		Percent Change in Crash Rate
	No. of Crashes	Crash Rate	No. of Crashes	Crash Rate	
Crash Type					
Head-On	19	0.035	9	0.017	-52.3%
Rear-End	766	1.425	565	1.058	-25.8%
Angle	330	0.614	183	0.343	-44.2%
Left-Turn	407	0.757	106	0.199	-73.8%
Right-Turn	59	0.110	31	0.058	-47.1%
Sideswipe	118	0.220	106	0.199	-9.6%
Pedestrian	54	0.100	32	0.060	-40.4%
Bicycle	44	0.082	44	0.082	0.6%
Others	230	0.428	189	0.354	-17.3%
Total Crashes	2027	3.772	1265	2.369	-37.2%

Source: Leman Ctr for Transp Research, Florida International Univ. 2012

Access Management Resources



Standing Committee on Access Management

Synthesis of Highway Practices

Access Management on Crossroads in the Vicinity of Interchanges, 332

Land Development Regulations that Support Access Management, 233

Driveway Regulation Practices, 304

Circular 456, Driveway and Street Intersection Spacing

Reports

NCHRP Report 304, Driveway Regulation Practices

NCHRP Report 337, Cooperative Agreements for Corridor Management

NCHRP Report 348, Access Management Guidelines for Activity Centers

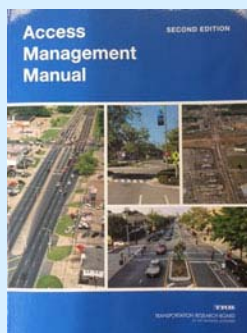
NCHRP Report 351, Access Rights: A Synthesis of Highway Practice

NCHRP Report 395, Capacity and Operational Effect of Midblock LT's

NCHRP Report 420, Impacts of Access Management Techniques

NCHRP Report 524, Safety of U-Turns at Unsignalized Median Openings

NCHRP Report 548, A Guidebook for Including Access Management in Transportation



Nashville MPO – SR 109 Access Study

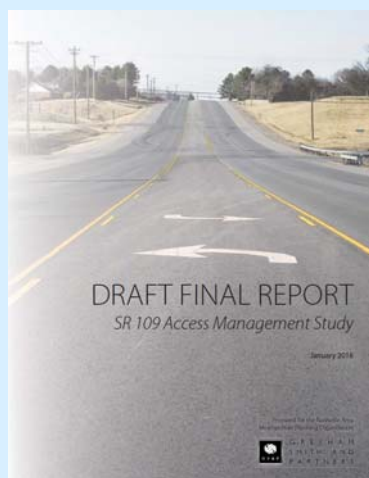
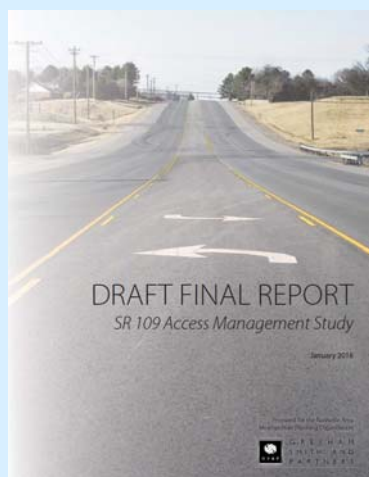


Table 4-1. Safety Impacts of Access Management Treatments

Treatment	Effects
 Add continuous two-way left-turn lanes (TWLTL)	35% reduction in total crashes 30% decrease in delay 30% increase in capacity
 Add non-traversable median	>55% reduction in total crashes 30% decrease in delay 30% increase in capacity
 Replace TWLTL with a non-traversable median	15%-57% reduction in crashes on 4-lane roads 25%-50% reduction in crashes on 6-lane roads
 Add a left-turn bay	25% to 50% reduction in crashes on 4-lane roads - Up to 75% reduction in total crashes at unsignalized access 25% increase in capacity
 Type of left-turn improvement a) painted b) separator or raised divider	32% reduction in total crashes 67% reduction in total crashes



Nashville MPO – SR 109 Access Study



Treatment	Effects
 Add right-turn bay	20% reduction in total crashes - Limit right-turn interference with platooned flow, increased capacity
 Increase driveway speed from 5 mph to 10 mph	50% reduction in delay per maneuver; less exposure time to following vehicles
 Visual cue at driveways, driveway illumination	42% reduction in crashes
 Prohibition of on-street parking	30% increase in traffic flow 20%-40% reduction in crashes
 Long signal spacing with limited access	42% reduction in total vehicle-hours of travel 59% reduction in delay 57,500 gallons fuel saved per mile per year

Source: "Access Management, Location and Design," National Highway Institute (2000)



Access Management is Good for Business

Mitigate Business Impacts

An important aspect of minimizing the impact of access management projects and medians is to maintain open access to businesses during the construction phase.



Potential actions to mitigate construction impacts

- Clearly sign business entrances from the roadway
- Provide temporary and/or secondary business access points, where feasible
- Schedule construction during after-business hours or during times of low usage for seasonally oriented businesses
- Avoid blocking business entrances with construction equipment or construction barriers
- Provide alternative parking, if possible and avoid taking or blocking parking spaces
- Establish a single point of contact in the agency about the construction project to communicate with property and business owners
- Provide regular project progress reports to business and property owners



Source: MDOT Access Management Manual

ACCESS MANAGEMENT

BALANCING ACCESS AND MOBILITY

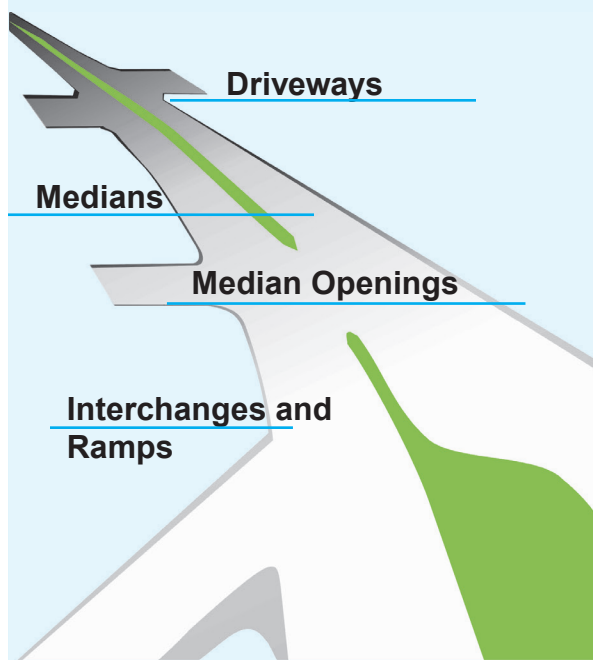


Answers to your questions

ACCESS

What is Access Management?

Access management is the careful planning of the location, design, and operation of driveways, median openings, interchanges, and street connections.



The purpose of access management is to provide access to land development in a manner that preserves the safety and efficiency of the transportation system.

Roads serve two primary purposes. One is **mobility** and the other is **access**. Mobility is the efficient movement of people and goods. Access is getting those people and goods to specific properties. A roadway designed to maximize mobility typically does so in part by managing access to adjacent properties. A good example is an Interstate Highway. While a motorist could expect to travel quite efficiently over a long distance using an Interstate Highway, the number of access points is restricted to only freeway interchanges every few miles. This type of roadway serves primarily a mobility function. At the other extreme, a local residential street would provide easy and plentiful access to all adjacent properties, but long distance travel on such a roadway would be impossible. This type of roadway serves primarily an access function.

Most state roads serve a function somewhere between the Interstate Highway and the local road described above. **One of the most important responsibilities of the Florida Department of Transportation (FDOT) is to ensure that the design of each state road properly balances access and mobility. Access management is used to provide this very important balance.**

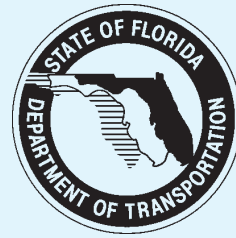
Many business and property owners have expressed concerns regarding the FDOT access management policies. Some feel that the process is unfair. Others feel that the engineers and planners who make access management decisions are not sensitive to the needs of the business community. This brochure is intended to provide you with a better understanding of access management to dispel these concerns.

CONFLICTS

Does FDOT just think this stuff up?

Many business and property owners have asked us this question. The answer is no. The standards developed by FDOT are based on research done around the world for the last 40 years. Much of this research involved studying actual locations, many in Florida, where different access management strategies have been used. The studies evaluated the impacts of different access management treatments on crashes, congestion, and even business performance. The standards used by FDOT are thought **to provide the optimal balance between access and mobility**, and consider the characteristics of different types of roadways.

NO, the standards are based on over 40 years of experience and research

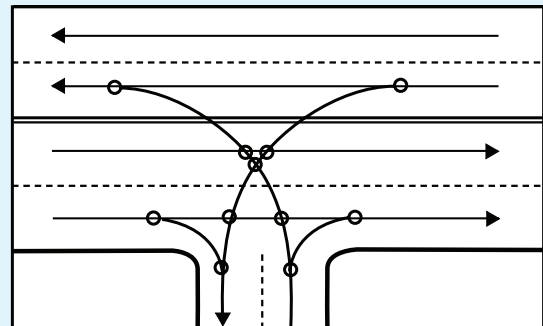


How does Access Management improve safety?

By reducing conflicts.

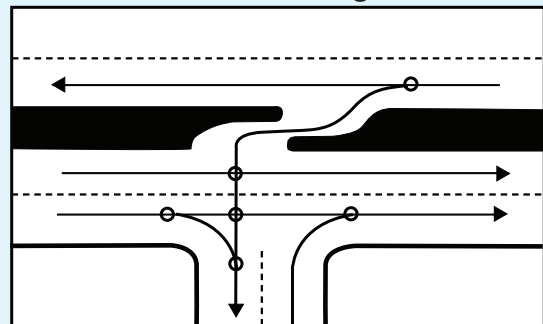
Conflict points are locations along a roadway where two vehicle's paths can legally cross. At a four way intersection there are as many as 36 conflict points. Each conflict point is a location where a crash can occur. **A basic principle of access management is to limit the number of conflict points along a roadway by limiting the number of driveways and median openings and restricting certain movements at some median openings.** Drivers can be overwhelmed by conflict points in close proximity to one another, increasing the potential for crashes. Good access management practice strives to separate conflict points by providing a reasonable distance between driveways and between median openings.

Before Access Management



More Conflicts

After Access Management



Less Conflicts

Access Management reduces crashes

VALUE

What will happen if access management is not implemented?

Businesses can be hurt by congested, high collision roadways near their entrance.



When safety and capacity deteriorate, one of the ways to fix the problem is to add lanes. Although a roadway may eventually need to be widened, **good access management practices can delay the need to widen the road for several years.**

In cases where roadways cannot be widened, good access management will help reduce congestion. Congestion results in safety problems and also discourages motorists from using the road, since most customers try to avoid unsafe or congested roadways whenever possible.

Does access management keep customers away?

No, access management does not impact the demand for goods and services.

Studies have found that “destination” businesses (doctors, specialty retail stores, service-oriented businesses) are not affected by access management modifications. Interviews with both customers and business owners have shown that most people have no problem making a slightly longer trip, including U-turns, to access destination businesses. Although pass-by businesses (convenience stores, gas stations, fast food restaurants) may be impacted more by access management modifications, studies have shown that even pass-by businesses are not negatively impacted as long as reasonable access is provided. **As traffic flow is made more efficient, the roadway can handle more traffic and congestion levels decrease. This results in more motorists being exposed to your business.**

CONGESTION

How did Florida's growth affect customer traffic?

In Florida's past, the pinnacle of accessibility was the small corner business with driveways on both roads. As you drive down our highways you see the old corner gas stations and strip shopping centers built in our recent history. These small corner lots are now hard to access due to growing traffic queues and high traffic volumes. Florida's traffic volumes are growing so fast that there is no way to keep up with the demand. Even with wider roads we have seen:

- Longer queues of traffic
- Greater congestion
- Peak traffic hours spreading over much of the day
- More difficulty for customers to turn in and out of businesses (especially turning left out of unsignalized driveways)

What do your customer's want?

With the changing nature of our customer traffic, the customer is responding to this change. Customers are seeking businesses with:

- Driveways unblocked by queues of traffic
- Easy access to neighboring businesses
- Access to signalized intersections and side streets to make left turns
- Safe driving conditions



This queue is blocking street traffic and additional customers



A well-designed driveway enhances business

IMPACT

Do access management projects harm businesses?

Most businesses see no loss in business due to access management improvements.

This question is asked quite often. We recognize that most business owners have invested a significant amount of their time and savings to establish and grow their businesses. The last thing FDOT wants to do is to have a negative impact on a business. In fact, FDOT strives to provide the citizens of Florida with a safe and efficient state roadway system. Such a system is critical to the economic prosperity of our state.

In general, studies have found that access management modifications do not negatively impact businesses. Businesses succeed or fail due to many factors. Studies have found that businesses do not fail at a higher rate along roadways that undergo access management modifications than along all roadways in general.

In order to make the best access management decisions possible, FDOT relies upon business and property owners, as well as others in the community, to provide input to the process. Information such as the specific access requirements of each business, internal traffic circulation and parking, truck requirements, plans for expansion, and any unusual circumstances are all very valuable to the engineers and planners who develop access management plans.



CUSTOMERS

A number of surveys have been done to solicit input from drivers regarding access management projects. Motorists were asked to provide their opinions regarding changes to several roadways that had undergone access improvements. The over-whelming majority of motorists stated that **they liked the changes, felt the roadway was safer because of the changes, and that the selection of businesses they frequented was not affected by the changes.**

- In Florida, studies in Central Florida and South Florida show that the majority of corridor business operators saw an increase or no change in their customer traffic.
- In Texas and Florida, studies have shown that business expectations of bad impacts were higher than what actually happened when these same business operators were questioned after construction.
- In Iowa, studies across the state showed 80% of the businesses reported sales at least as high as they were before the access management projects were completed.
- In Kansas, fifteen businesses that had claimed inverse condemnation lawsuits due to perceived access problems were studied to see if the impacts of access management had been as bad as the owners had expected. In all the cases, except one, the businesses were still in operation or actually upgraded. The only case of failure was a gas station where the roadway changes required customers to go two miles out of their way.

What do your customers think of access management?

Your customers favor access managed highways 4 to 1.

The Driver Survey

78% felt safer

84% felt traffic moved better

Drivers surveyed along 5 improved corridors in Central Florida FDOT District 5 (Ivey Harris & Walls - 1995)

What have studies shown about business impacts of access management?

Business owners report that the actual impacts to their properties were much less than they anticipated.

COOPERATE

How can business owners participate in the process?

Through public forums and working directly with FDOT.



You can help us understand your needs better than anyone!

What can businesses and neighborhoods do to promote good access management?

Work with FDOT and your neighbors to make your driveways safer.

PUBLIC FORUMS: One way to participate is to attend the public meetings that are held in advance of new access management projects to discuss issues specific to your property or business. Typically these meetings are announced using fliers, either mailed or hand delivered, along the roadway. Another method is to contact your District FDOT office and request that someone contact you individually to discuss your concerns or issues.

ACCESS MANAGEMENT COMMITTEES: Each FDOT District also has an access management committee responsible for making decisions regarding access management on the state highway system. If a property owner is concerned about an access management decision that affects their property or business, they can appeal to this committee and request the opportunity to present their concerns in person or in writing.

Access Management strategies can help businesses, even those operating on older highway corridors by providing these benefits to your customer. These benefits can be accomplished by:

- Properly designed driveways shared by multiple businesses
- Better approaches to businesses from safer and better looking medians
- Moving driveways away from traffic signal intersections allowing easier access for customers, even during times of peak congestion

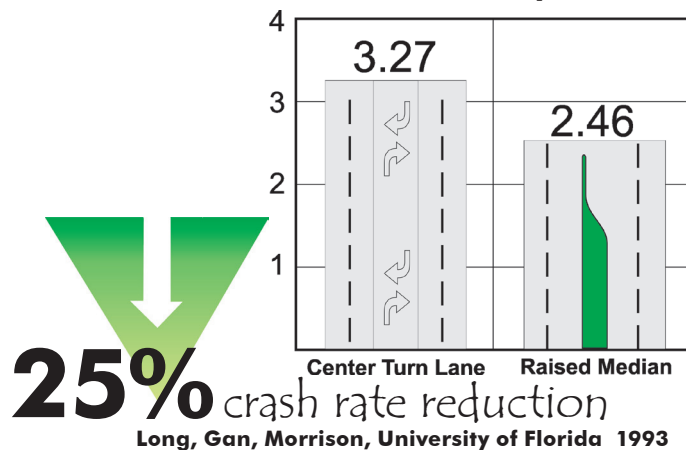
There are many other ways that businesses and FDOT can work together to make access management successful. Contact your District FDOT office and someone will be happy to discuss issues specific to your business or property.

Business can be our strongest
Access Management partner

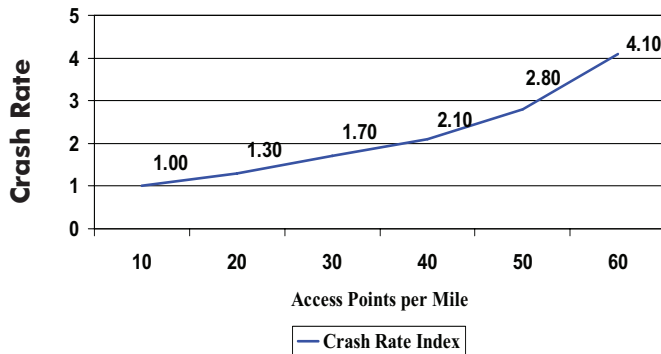
SAFETY

As traffic flow is made more efficient, the roadway can handle more traffic and congestion levels decrease. This results in more motorists being exposed to your business. Also, as safety of a roadway improves, motorists are more likely to be positive about the surrounding area. If it is very difficult to access a business due to a poorly designed driveway, motorists may go to businesses that do not have these problems. This is especially true of older drivers. Additionally, traffic accidents often result in motorists taking alternate routes to avoid congestion associated with accidents. Some of these diverted motorists could be potential customers.

**Crash Rates for Median Treatments
Florida Crash Study**



Crash Rate Index



NCHRP Report 420 "Impacts of Access Management Techniques" 2000

What positive impacts will good access management have on my business?

More efficient traffic flow and improved safety are two of the biggest benefits of access management.

The University of Florida conducted a statewide study of all urban and suburban multi-lane state highways. This study showed that there were significant safety improvements for roads with restrictive medians.

In another access management project on State Road 436 in Seminole County, Florida, crash statistics were compared for the three years before and the three years after the project. **It was determined that the overall number of accidents was reduced by 35 %; the number of injuries by 29%; and the number of angle and left turn crashes (which are usually more serious) by 58%.** And this was despite a significant increase in the average daily traffic.

In the national study done by the Transportation Research Board, crash data showed a strong relationship between the access points per mile and the crash rate. There are generally 2.1 times more crashes when you increase access points from 10 to 40 per mile.

The access spacing implications are clear. Increasing the spacing between access points and providing greater separations of conflicts will reduce the number and variety of events to which drivers must respond. **This translates into fewer accidents, as well as shorter delays.**

U-TURNS

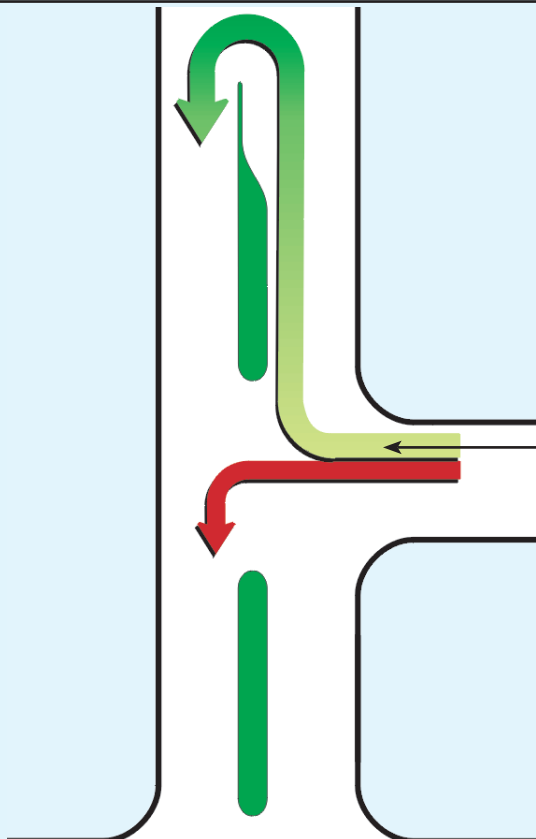
Will customers make U-turns to access businesses?

Yes, and the latest studies show U-turns are a safe alternative to direct left turns.



A study in Orlando shows most customers do not find U-turns an inconvenience

The answer to this question is an overwhelming yes. The most recent research on the safety of U-turns reveals that crashes causing injuries are reduced by more than 25% through encouraging right turns followed by U-turns, compared to direct left turns. Surveys of motorists have shown that a vast majority of them have no problem making U-turns to access businesses. In fact, most felt that access management improvements make roads safer and approve of the changes, despite minor inconveniences associated with U-turns. FDOT carefully evaluates U-turn locations and makes minor roadway improvements where needed to accommodate U-turning traffic. Some large vehicles, of course, may need to take alternate routes as U-turns can be very difficult for some larger trucks.



18%
total crash rate

27%
injury fatality
crash rate
reduction

John Lu, Ph.D., P.E. University of South Florida 2001

U-turns are often much safer than direct left turns, especially on high volume, high speed, or congested roadways.

INTERCHANGES

FDOT places a special emphasis on access management in the vicinity of interchanges. The main purpose of an interchange is to move large volumes of traffic between a freeway and the cross street. It is the interface between the high-speed freeway and lower speed crossroad. If there are intersections and/or driveways in close proximity to the interchange ramps, the efficient functioning of the interchange can deteriorate. Usually driveways located just after a ramp are difficult to get into or out of, and many have extensive accident history. The resulting congestion near ramps can cause crashes and problems not only on the crossroad but also on the freeway. In order to preserve the capacity and safety of the interchange, the area surrounding the interchange must be free of conflicting movements.



Many businesses depend on trucks for deliveries and other functions. We also realize that many trucks are not typically able to make certain movements (such as U-turns). We strive to develop a plan that will accommodate truck access to businesses in a manner as convenient as possible. Sometimes this will require that trucks follow a slightly different route to arrive at the property.

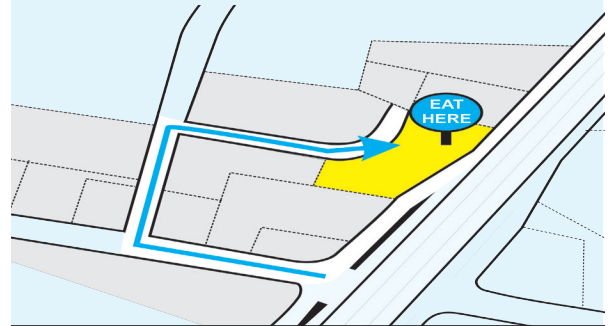
Business Owner's Opinions

64% felt no inconvenience to trucks

Even merchants and truck delivery staff felt access management was an improvement

Why is access management critical in interchange areas?

Congestion near ramps can cause crashes and problems on the freeway or Turnpike.



Many restaurant chains have learned that being in the right "vicinity" is more important than direct access

TRUCKS

Are trucks considered in the evaluation?

Yes, trucks are always taken into consideration.

90% of truck operators in a south Florida study felt that access management improvements improved safety

District 4: Traffic Operations Freddie Vargas

Access Management

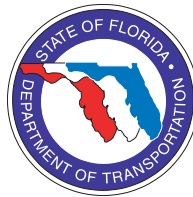


Just think about

the corridors in your community that have well designed access management versus the one with poor access management. Which one do you like to travel on and which ones have the most vibrant businesses?



Access Management helps us preserve your investment in our highways and your business



Office of the State Transportation Planner
Systems Planning Office
www.dot.state.fl.us/planning

Hopefully this brochure has answered some of the questions that you as a business or property owner may have. We need and value your input as we strive to make the state highway system as safe and efficient as possible. Please feel free to contact your local or District FDOT office if you would like to discuss specific access management issues with one of our staff. For more information call 850 414-4900.



SAFE ACCESS IS GOOD FOR BUSINESS



You may be reading this primer because your state transportation agency or local government has told you about plans that will affect access to your business. They may be planning to install a raised median on your roadway, to close a median opening, or to reconfigure your driveway. Perhaps your request for a driveway is under review or the regulating agency has imposed conditions on its approval. Or, maybe the state or local agency is planning a new access policy and you have questions or concerns about the economic effects of these changes.

Whatever the reason, it is important for you to understand the basis for these changes and how they might affect your business.

This primer will address questions you may have about access management and its effect on business activity and the local economy. It focuses on economic concerns that may arise in response to proposed access changes or policies, including potential impacts on business activity, freight and deliveries, parking for customers, and property or resale value of affected property.

Why is my access being changed or reviewed?

The access changes being proposed for your business or road are part of a growing effort by government agencies to improve how major transportation corridors are managed. These efforts, known as access management, involve the careful planning of the location and spacing of driveways, street connections, median openings and traffic signals. Access management can also involve using medians to channel left-turns to safe locations, and providing dedicated turn lanes at intersections and access points to remove turning vehicles from through lanes. The combined purpose of these strategies is to reduce crashes and traffic delay.

To understand access management, it is important to know that roads have different primary functions; either to provide access or move traffic.

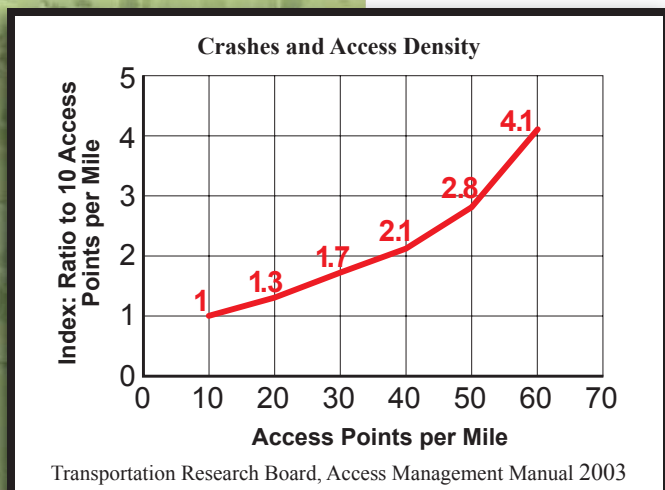
- The main function of **minor roads**, like neighborhood collectors and local streets, is to provide access. Minor roads must operate at slower speeds so people can enter and exit homes and businesses safely and conveniently.
- The main function of **major roads**, like interstate freeways and regional highways, is to move traffic over long distances at higher speeds. Access to these roads must be carefully managed so requests for new access to development do not contribute to unsafe or congested conditions.

How exactly does this improve the situation on my road?

One reason managing access on major roads is so important is that driver safety is reduced when access is not properly located and designed. Imagine, for example, a driveway on an interstate freeway – it would certainly cause serious safety concerns. These same safety problems occur with improperly designed access to major arterial roads.

"In the four years I have lived here we at times have seen a lot of rear end collisions here, and we haven't seen one now for a long time."

— E. Stanley Tripp of Tripp's Auto Sales in Spencer, Iowa, commenting on a median project in his area.



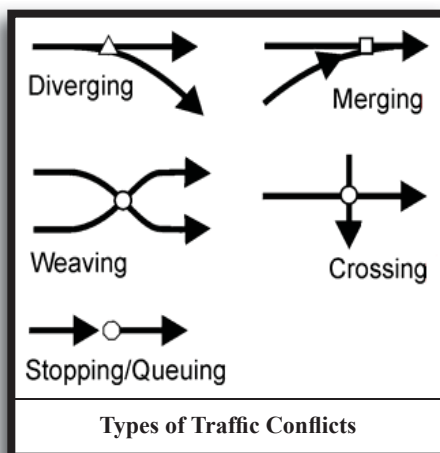
Managing access on your road can result in better traffic flow, fewer crashes, and a better shopping experience for you and your neighboring businesses.

Consider the effects of adding more access points to a highway. A national study in the late 1990s looked at nearly 40,000 crashes and data from previous studies to determine the crash rate associated with adding access points to major roads. It found that an increase from 10 to 20 access points per mile on major arterial roads increases the crash rate by about 30% (1). The crash rate continues to rise as more access is permitted. This is why **studies consistently show that well-managed arterials are often 40 to 50 percent safer than poorly managed routes (2).**



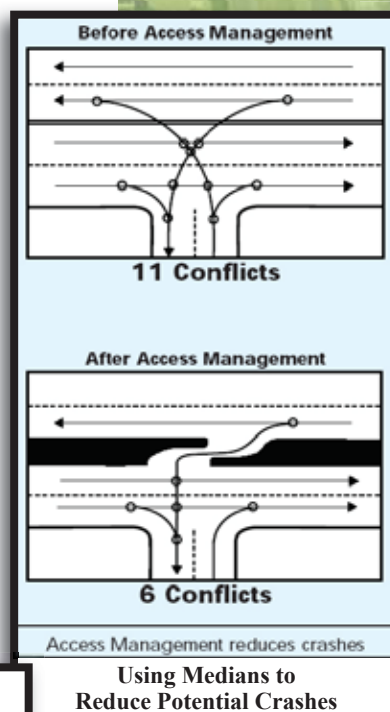
Example of Crash Involving Left-Turn Movement from Driveway

How does access management improve safety?



Each access point creates potential conflicts between through traffic and traffic using that access. Each conflict is a potential crash. **Access management improves safety by separating access points so that turning and crossing movements occur at fewer locations.** This allows drivers passing through an area to predict where other drivers will turn and cross, and also provides space to add turn lanes.

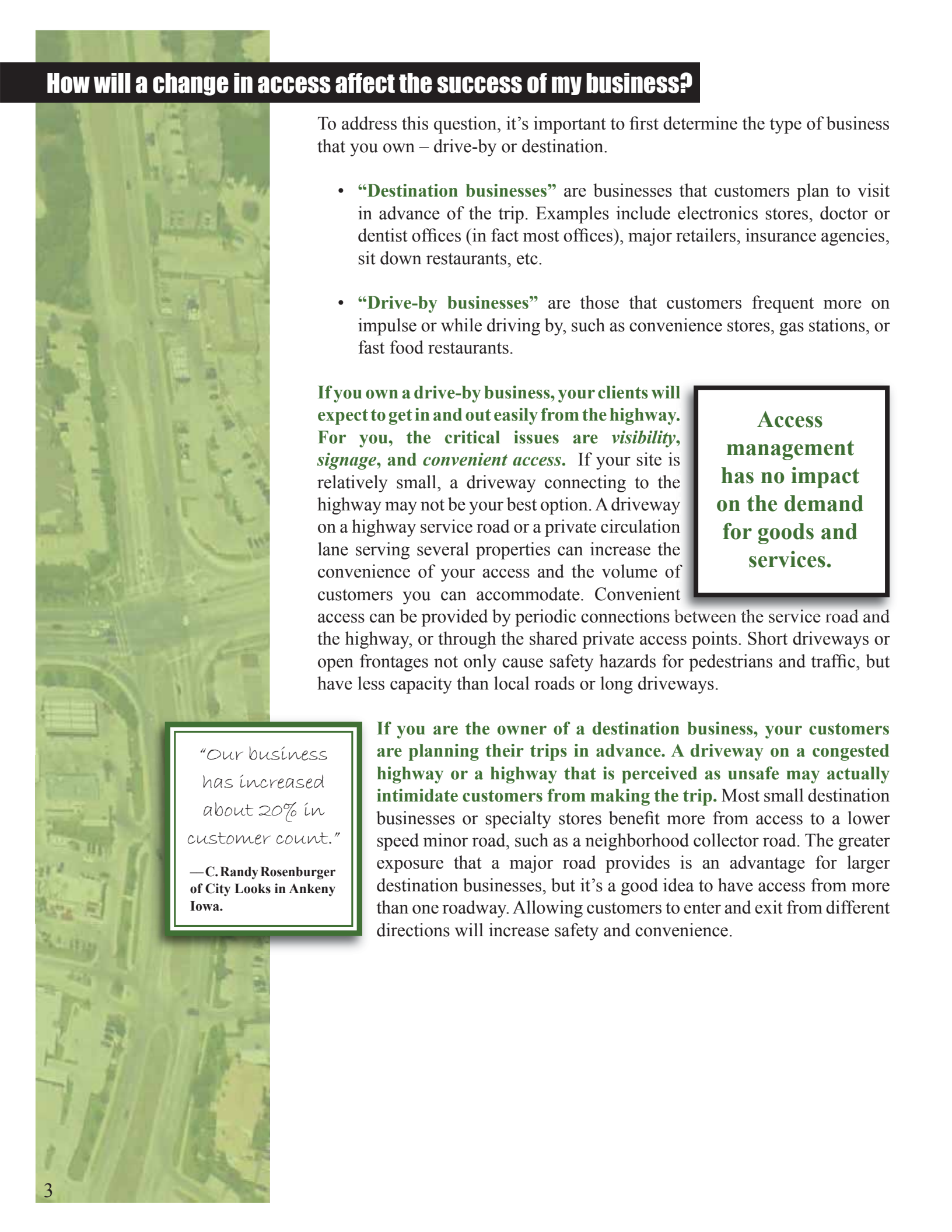
The figure to the right shows how basic changes in access design, such as incorporating a median or changing a full median opening to a directional opening, can reduce traffic conflicts and the potential for crashes.



If crashes and congestion become frequent on your roadway, people will seek out other routes. Bear in mind that a single crash can tie up traffic and potential customers for hours.

What about congestion and the effect it has on my market area?

Access management not only improves roadway safety, it also helps reduce the growing problem of traffic congestion. Frequent access and closely spaced signals increase congestion on major roads. **As congestion increases, so does delay, which is bad for the economy and frustrating to your customers.** Well-managed arterials can operate at speeds well above poorly managed roadways – up to 15 to 20 miles per hour faster. **This means more traffic past your door and better exposure for your business. It also means a more convenient shopping experience for your customers.**



How will a change in access affect the success of my business?

To address this question, it's important to first determine the type of business that you own – drive-by or destination.

- **“Destination businesses”** are businesses that customers plan to visit in advance of the trip. Examples include electronics stores, doctor or dentist offices (in fact most offices), major retailers, insurance agencies, sit down restaurants, etc.
- **“Drive-by businesses”** are those that customers frequent more on impulse or while driving by, such as convenience stores, gas stations, or fast food restaurants.

If you own a drive-by business, your clients will expect to get in and out easily from the highway. For you, the critical issues are *visibility, signage, and convenient access*. If your site is relatively small, a driveway connecting to the highway may not be your best option. A driveway on a highway service road or a private circulation lane serving several properties can increase the convenience of your access and the volume of customers you can accommodate. Convenient access can be provided by periodic connections between the service road and the highway, or through the shared private access points. Short driveways or open frontages not only cause safety hazards for pedestrians and traffic, but have less capacity than local roads or long driveways.

Access management has no impact on the demand for goods and services.

“Our business has increased about 20% in customer count.”

— C. Randy Rosenburger
of City Looks in Ankeny
Iowa.

If you are the owner of a destination business, your customers are planning their trips in advance. A driveway on a congested highway or a highway that is perceived as unsafe may actually intimidate customers from making the trip. Most small destination businesses or specialty stores benefit more from access to a lower speed minor road, such as a neighborhood collector road. The greater exposure that a major road provides is an advantage for larger destination businesses, but it's a good idea to have access from more than one roadway. Allowing customers to enter and exit from different directions will increase safety and convenience.

How important is access to the success of my business?

Location and access are factors, but not the most important factors that determine whether businesses succeed or fail. The main reason that businesses fail is lack of management expertise (3). The main reasons that businesses succeed include (4):

- the experience of management,
- how well customers are served,
- the quality of the product or service provided,
- adequate financing and investment,
- well-trained employees,
- the level and nature of competition, and
- keeping costs competitive.

Given that access is not the primary reason that businesses survive or fail, it follows that a change in access will not be the primary cause of whether a business will survive or fail. In fact, access is one of the lesser factors that customers will consider when weighed against price, service, product, and store amenities.

This is not to say that good access is not important to your business. **Whether your business is large or small, it is important that you can handle customer traffic demand.** If you operate or develop major retail centers, factories, or campuses, proper location and design of access is essential to customers and employees. For shopping centers, the Urban Land Institute's Shopping Center Development Handbook states "poorly designed entrances and exits not only present a traffic hazard, but also cause congestion that can create a negative image of the center (5)." This is also true for small businesses, especially those on the intersection of busy roads. If your business is difficult or unsafe to enter or exit, then customers may be dissuaded from visiting.

Just think about the roads in your community where access has been carefully planned and compare them to those having lots of driveways, open frontages, and no median. Which roads do you prefer to travel on and which corridors have the most vibrant businesses?

Small corner properties are more difficult to access.



This queue is blocking street traffic and additional customers

Is this a sign of a store doing great business, or one that is telling customers to try the next guy down the street?

What has been the impact to businesses where this type of thing has been done?

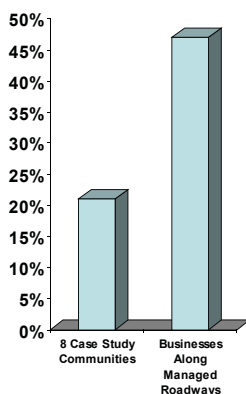
Studies of the business impacts of access management projects in Florida, Iowa, Minnesota, Kansas and Texas have consistently found that most businesses continue to do well when the project is completed. These results are particularly true for destination businesses. However, most drive-by oriented businesses are not unduly affected either. Drive-by businesses have been adversely affected by reconstruction projects that reduce their visibility from the major road or cause them to have highly circuitous or inconvenient access. However, these are not typical impacts of access management projects and where they do occur, it is not uncommon for transportation agencies to compensate business owners for losses.

Business activity: Access management projects alone do not appear to increase or decrease business failure rates (6). This makes sense considering that many factors other than highway access can affect business success. **“Before and after” studies of businesses in Florida, Iowa, Minnesota, and Texas along highways where access has been managed found that the vast majority of businesses do as well or better after the access management projects are completed.** The turnover rate (the proportion of businesses that close or move out each year) of businesses in Iowa and Minnesota was studied along newly access-managed corridors and was similar to or lower than that of the surrounding area. For example:

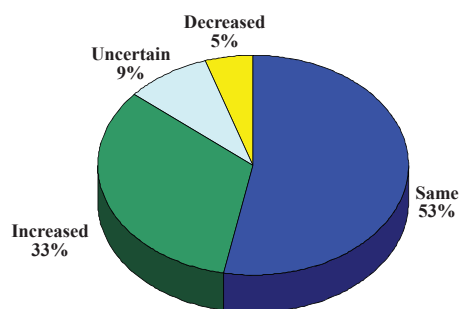
Businesses affected by access management projects in Iowa tended to do at least as well in terms of growth in retail sales, but usually better than those in surrounding communities, after the projects were completed. Most of these Iowa business proprietors said that sales were similar or greater following the completion of the projects. Only five percent reported a sales decrease (6).

Impact of Access Management on Retail Sales Growth

- In the 1990s, retail businesses along eight recently access managed roadways in Iowa were compared to their surrounding communities.
- The businesses along the managed corridors experienced much higher retail sales growth during the decade than those businesses in other locations in these eight communities.



Business Proprietors' Reported Sales Comparisons



Business owners report that the actual impacts to their businesses were much less than they anticipated. Most adverse impacts were due to construction and not to access changes.

"If anything, our business has increased, which very much surprised me."

— D. Stanley Tripp of Tripp's Auto Sales in Spencer, Iowa

Property values: Most property owners surveyed following an access management project do not report any adverse effect of the project on property values. Often, such projects can have a positive effect by cleaning up the patchwork of driveways and curb cuts. For example:

A study of property values on **Texas** corridors with access management projects found that land values stayed the same or increased, with very few exceptions (7).

More than 70% of the businesses impacted by a project in **Florida** involving several median opening closures reported no change in property value, while 13% reported some increase in value (8).

A 2005 study of commercial property values along a major access management project in **Minnesota** found that property values depend more on the strength of the local economy and the general location of the property in the metropolitan area; changes in access seemed to have little or no effect on the value of parcels (9).

A study of **Kansas** properties impacted by access changes found that the majority were suitable for the same types of commercial uses after the access management project was completed. This was true even for businesses that had direct access before the project and access only via frontage roads after project completion (10).

Customers and deliveries: The majority of customers and truck drivers surveyed in before-and-after studies have reacted positively to access management projects as improving both safety and traffic flow. Business customers surveyed about access management projects in Iowa, Texas and Florida overwhelmingly supported the projects because their drive became quicker, easier and safer (6).

What are some common types of access management projects and what are the impacts?

There are many access management techniques, each with a specific purpose and different type of impact. One common type of access change is the building of a **median** on a road or closing existing median openings. Another common type of project is providing a **frontage road** or a rear service road along a highway for access to businesses. Below is an overview of these strategies, the types of issues or impacts associated with these projects, and how you can work with the agency to adjust to these changes.

MEDIANS and MEDIAN OPENINGS

A median is a grass or raised divider in the center of a road that separates opposing traffic and discourages or prevents vehicles from crossing the divider.

Openings in the median provide for different turning or crossing maneuvers, depending on how they are designed.

- A **directional median opening** only allows certain movements, usually a left-turn in or U-turn.
- A **full median opening** allows all turning and crossing movements and is often signalized.

Where too many full median openings exist, agencies may reconstruct the median and close the excess median openings.



Turn lanes at median openings provide a safe haven for turning vehicles.

Why use a median and not a two-way left turn lane?



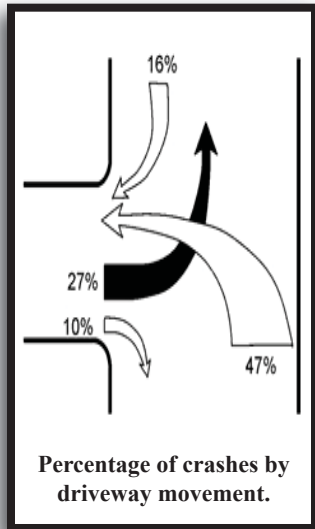
Conflicts and potential crashes associated with continuous two-way left turn lanes

Medians can have a profound effect on driver safety compared to two-way left-turn lanes. Adding a median to a road that previously had a continuous two-way left turn lane can reduce the crash rate about 37% and the injury rate about 48% (11). **For example, when a continuous two-way left turn lane was replaced with a median on Atlanta's Memorial Drive, the crash rate was cut in half (12).**

One reason a two-way left turn lane is less safe than a median is that a driver who is turning left must be able to ensure that the traffic is clear from two directions in multiple lanes. When this is not quite possible, drivers will sometimes use a two-way left-turn lane in the middle of the road while attempting to merge into traffic. Such maneuvers can lead to serious crashes and become more frequent as traffic volumes increase.

Won't I lose customers if they can't turn left into my business anymore?

The number of your customers making left turns into your business is likely already very low during peak travel periods or if you are on a congested roadway. This is because left turns into any business become increasingly difficult as traffic volumes in the opposing lanes increase.



Perhaps today your customers wait with apprehension to turn left as cars queue behind them, or must shoot across a busy road to complete a left turn out. A turn lane at a median opening or signalized intersection will allow them to wait safely to complete a U-turn when traffic clears, and that is truly a safer option on a busy road. **In fact, the left-turn into and out of a driveway is less safe than a U-turn and comprises the majority of driveway crashes.** Studies have shown that making a U-turn at a median opening to get to the opposite side of a busy highway is about 25% safer than a direct left turn from a side street or other access point (13).

Surveys show that a majority of drivers have no problem making U-turns at median openings to get to businesses on the opposite side of the road. Where direct left-turns are prohibited, studies show that motorists will change their driving or shopping patterns to continue patronizing specific establishments. In fact, most drivers are reporting that access management improvements made the roads safer and that they approve of the changes, despite minor inconveniences associated with U-turns.

Some owners of drive-by businesses have reported a loss of customers following a median project or other change that has eliminated the left-turn-in opportunity (and less often left-turn-out), although the majority do not. For example, a before-and-after study of a median reconstruction project in Florida involving numerous median-opening closures found that **the majority of surveyed merchants, 68% of the 96 respondents, reported little or no economic impact to their businesses, although 27% reported some type of loss (14).** Generally, businesses that feel they were adversely impacted also have competition nearby or may have experienced reduced visibility of signage.

"Because of the design of the roads, the timing of the traffic signals, and the way the traffic is broken up, it has become very convenient for people to pull into a safe haven, or storage lane within the raised median, take their time and make a safe and convenient u-turn to access properties that were concerned about that problem."

— Kurt Easton, Executive Director of Merritt Island Redevelopment Agency, Florida

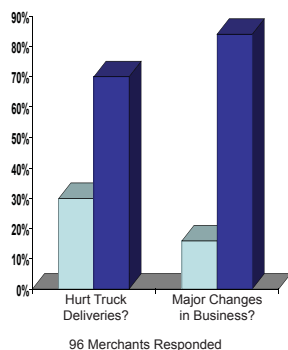
Why not just signalize all median openings and high volume driveways?

The decision on whether or not to signalize a median opening or access point depends on many factors, including the volume of traffic using the access, the proximity of other traffic signals, and the potential impact on public safety and traffic congestion. Most signal warrants are related to traffic volumes, but some consider school crossings, crash history, pedestrian crossings, “factory” peaks, and other situations. Unwarranted signals cause undue delays as motorists wait at a red light while little or no cross traffic exists. Worse, unwarranted signals may eventually be disobeyed or ignored by frustrated motorists who are only one reckless incident away from causing an accident or emerging as a casualty themselves. For these reasons, median openings and driveways should not be signalized where they do not meet the requirements of a traffic signal study.

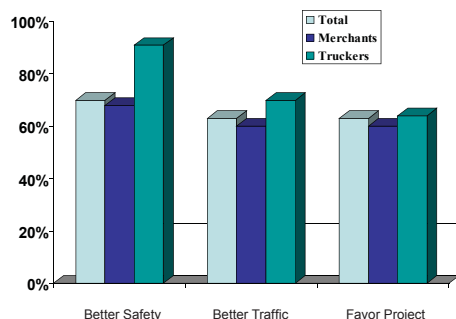
What about impacts on truck deliveries?

The limited number of before-and-after studies have found that truck deliveries may be inconvenienced, at worst, but may in fact benefit from improved opportunities resulting from a change in access. And while the actual studies may be few, the anecdotal comments are many and favorable.

Merchant opinions of median changes on Oakland Park Blvd., Florida



Merchant and trucker opinions about a median project in Ft. Lauderdale, Florida



What are the other issues with medians and median opening closures?

- Alternative access through side streets, service roads, or internal connections with neighboring developments helps increase accessibility on busy or median separated roads – especially if the result allows several properties access to a signal.
- Minor roadway improvements, such as additional pavement on the shoulder, may be needed to accommodate U-turning traffic.
- Some trucks and large vehicles may need to take alternate routes as U-turns can be difficult to negotiate.
- Medians can be landscaped to enhance the image of an area and help attract investment and customers.

FRONTAGE or SERVICE ROADS

A frontage road is a type of service road that parallels a major road or freeway and is located between the road and building sites abutting the road. Service roads can also run behind businesses.

The purpose of these roads is to provide lower-speed access to commercial sites along a major roadway and to separate business traffic from higher-speed through traffic. Connections of frontage or service roads to side streets or onto the highway must be well away from signalized intersections, so entering and exiting traffic doesn't conflict with traffic queuing at signals.



Rear service roads providing access to highway commercial properties.



A frontage road.

How will I get access while I'm waiting for a frontage or service road to be finished?

Some sites may need to be given temporary access to the major roadway until the service road system is complete. This is typically needed when a service road is being constructed in segments through the development process, rather than built by a transportation agency as part of a road construction project. Most agencies will require you to remove your temporary driveway and build a driveway to the frontage or service road at a later time, so it's important to design your site access and circulation to accommodate that change.

How will people know how to get to my business from the highway?

Frontage roads maintain good visibility for businesses along a major road and typically it is apparent how to enter and exit the road to get to a business. Points of entry can be signed to identify businesses that can be accessed from that entrance, if it is not already apparent. **It's a good idea to provide signs where a service road or frontage road connects at a side street, so customers know they can obtain access** to businesses that may not be visible from the side street.

What are the other issues with frontage or service roads?

- **Service roads that run behind highway properties are often less disruptive to existing businesses than frontage roads, less costly for an agency, and more functional than a frontage road.**
- Rear service roads can provide access to businesses on each side and can operate safely from both directions. Frontage roads provide access only to businesses fronting on the highway and are much safer when designed for one-way traffic.
- Additional right-of-way will be needed for the frontage or service road and for connecting a service road back to the highway or side street. If your site will be impacted, it is important to work with the agency on how to reduce adverse effects. For example, if your site becomes nonconforming under local zoning regulations because of a smaller setback or other change, ask the local agency if they will waive that status, given that it was caused by a government right-of-way taking.

What are other commonly used access management techniques?

Regulate minimum spacing of median openings and access connections (driveways and street connections).	Limit the number of access points per property, or consolidating access points and encouraging shared driveways.	Establish standards for driveway width, driveway throat length and internal drive aisles to move traffic smoothly off of the adjacent street.
Move access points away from signalized intersections and freeway ramps.	Incorporate right- and left-turn lanes into roadways.	Close or replace a full median opening with a directional opening.
Provide a service road or parallel collector roads and side streets for site access along an arterial roadway.	Promote interconnection of parking lots and unified on-site circulation systems.	Install a median on an undivided roadway or replace a continuous two-way left-turn lane with a median.

So what's the bottom line on access management?

Efforts by government agencies to manage access in site development and road projects can help businesses, even those operating on older highway corridors, in a variety of ways. Here are some specific benefits to you and your customers:

- **Fewer roadway delays and better traffic flow will result, which will preserve and possibly even enhance the market reach of businesses in your corridor;**
- Safer approaches to businesses result from installation of medians, which can also be landscaped to improve the image of the area;
- Properly designed entrances shared by multiple businesses allow more site area for parking, more customer options to access your site, and improved landscaping or other site amenities;
- Service roads along the highway allow customers to enter and exit businesses conveniently and safely, away from faster moving through-traffic;
- Internal connections between businesses allow customers to circulate easily, without reentering a busy road; and/or
- Driveways and service road entrances farther away from signalized intersections allow easy access for customers, even during times of peak congestion.

"It has been a very positive thing all the way around, from the economic, and the community sides. We have improved our tax base, we have improved our traffic problem, and plus we have improved our business community."

— **Chuck Fisher, Supt. Public Works**
Ankeny, Iowa

In brief, minimizing the number of curb cuts, consolidating driveways, constructing landscaped medians, and coordinating internal site circulation and parking among several businesses results in a visually pleasing and more functional corridor. That protects your investment in your business, the public investment in the roadway, and can even help attract new investment into the area.



"There are a lot of beautification projects going on, tree plantings and what have you. I think the landscaping in the medians has very much added to the very nice decorum of Ankeny. It will make a nice impression for those visiting Ankeny, or living here."

— **Andy Kasper, Iowa Realty, Ankeny, Iowa**

What can be done to keep my business going during construction?

There's no doubt about it, road construction can disrupt customers and drivers, but there are ways adverse impacts can be minimized. **Two key issues during construction are maintaining open access to businesses for customers and deliveries, and having sufficient sign visibility so your customers know you are open, and know how to enter and exit your site during this period.**

When your road is scheduled for reconstruction, your transportation agency will initially notify you about what to expect in terms of traffic, duration of construction, any foreseeable disruptions, and so on. It is important for you to respond to them about your special needs and concerns. Below are some of the things that you can ask of the agency:

- Provide clear signs from the roadway to business entrances;
- Provide temporary and/or secondary business access points, where feasible;
- Schedule construction for after business hours or to occur during times of low usage for seasonally-oriented businesses;
- Provide alternative parking, if possible and avoid taking or blocking parking spaces;
- Stagger construction along a corridor so impacts are localized and staged;
- Expedite construction through incentive/disincentive programs;
- Avoid blocking business entrances with construction equipment or construction barriers;
- Establish a single point of contact in the agency about the construction project to communicate with property and business owners and help address issues that may arise;
- Provide regular project progress reports to business and property owners.

Business owners certainly may see drops in gross revenues during construction. But these are not unlike drops you may routinely experience during expansions, remodeling, seasonal variations, or other self-initiated management. Experience has shown that “construction” drops are temporary too, and that retail sales typically return to pre-construction levels or greater. Research findings from corridors in Texas indicate that businesses did not change employment levels during construction periods. This finding indicates that retailers understand that construction projects are a temporary and perhaps even an inevitable disruption to business, and that loyal patrons will return to stable businesses. The same research found that gross revenues typically either returned to pre-construction levels or were higher after construction was complete (7).

**YES,
WE ARE
OPEN**

How can I have a say in the access management project on my road?

Get involved! All government agencies are required to involve the public in transportation policy and project decisions. Most state transportation agencies offer open house meetings during transportation project planning and design, and both state and local government agencies conduct public meetings and hearings when making important policy or regulatory changes that involve access management. Prospective business owners can also review area master plans to research potential changes.

It is important for you as a stakeholder in an access management project to attend public meetings and hearings and to voice your ideas and concerns.

These meetings are opportunities for you to hear more about an access management project or plan and to make the planners and engineers aware of how it impacts your business. This might involve issues related to internal traffic circulation and parking, deliveries, plans for expansion, etc. Knowing this information early in project planning or design allows them to make better project decisions and can result in changes that reduce or avoid adverse impacts on your business.

For example, many businesses depend on trucks for deliveries and other functions. Larger trucks are not typically able to make certain movements (such as U-turns). It is important to work with agency staff to develop a plan that will accommodate truck access to your business in a manner as convenient as possible. Sometimes this will require that trucks follow a slightly different route to arrive at the property. Project planners can work with you to assure that trucks will be able to access your business. This is just one of many ways your input is important.

Where can I go to learn more about access management?

Hopefully this primer has answered some of the questions that you, as a business or property owner, may have. Your state or local transportation agency or your state's Federal Highway Division office (on larger projects) are other excellent resources to point you to the right project manager, or to answer your general questions concerning access changes. These transportation agencies need and value your input as they strive to provide a safe and efficient highway system.

For the latest information on access management or to order the latest Access Management Library CD/DVD collection, go to www.accessmanagement.gov. Other important sources for information on the economic effects of access management include the TRB Access Management Manual, and NCHRP Report 420: Impacts of Access Management Techniques, which are both available from the Transportation Research Board at www.trb.org.

References

- 1 Gluck, J., H. Levinson and V. Stover, *NCHRP Report 420: Impacts of Access Management Techniques*, Transportation Research Board, Washington, D.C.: National Academy Press, 1999.
 - 2 Preston, H., et al. *Statistical Relationship between Vehicular Crashes and Highway Access*, Minnesota Department of Transportation, Report MN-RC-1998-27, August 1998.
 - 3 USA Today, *Money*, 5/6/2004.
 - 4 Holland, R., *Planning Against a Business Failure*, ADC Info #24, University of Tennessee, October 1998.
 - 5 Urban Land Institute, *Shopping Center Development Handbook*, Second Edition, Washington D.C., 1985, p. 101.
 - 6 Iowa State University, *Iowa Access Management Research and Awareness Project*, CTRE, 1997.
 - 7 Eisele, W. and W. Frawley, *A Methodology for Determining Economic Impacts of Raised Medians: Data Analysis on Additional Case Studies*, Research Report 3904-3, Texas Transportation Institute, College Station, Texas, October 1999.
 - 8 Vargas, F.A. and Y. Guatam, *Problem: Roadway Safety vs. Commercial Development Access*, ITE, Compendium of Technical Papers, 1989.
 - 9 Plazak, D. and H. Preston, *Long-Term Impacts of Access Management on Business and Land Development along Minnesota Interstate-394*, Proceedings of the 2005 Mid-Continent Transportation Research Symposium, CTRE - Iowa State University, 2005.
 - 10 Rees, M., T. Orrick, and R. Marx, *Police Power Regulation of Highway Access and Traffic Flow in the State of Kansas*, presentation, 79th Annual Meeting of the Transportation Research Board, Washington D.C., January 10, 2000.
 - 11 TRB Committee on Access Management, *Access Management Manual*, Transportation Research Board, 2003.
 - 12 Parsonson, P., et al., *Effect on Safety of Replacing an Arterial Two-Way Left-Turn Lane with a Raised Median*, Proceedings of the First National Conference on Access Management, Federal Highway Administration, 1993.
 - 13 Lu, J., et al., *Methodology to Quantify the Effects of Access Management on Roadway Operations and Safety*, 3 volumes, prepared by the University of South Florida for the Florida Department of Transportation, 2001.
 - 14 S/K Transportation Consultants, Inc., *National Highway Institute Course No. 133078: Access Management, Location and Design*, April 2000.
-

U.S. Department of Transportation
Federal Highway Administration
Office of Operations

400 Seventh Street, SW
Washington, DC 20590

www.ops.fhwa.dot.gov/access_management
August, 2006
FHWA-HOP-06-107
EDL 14294

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

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

___ Jim Warren Park

___ Harlinsdale Farm

Other: COOL SPRINGS GALLERIA & SURROUNDING AREA

- 2) Name/purpose of event: 2016 TURKEY TROT BENEFITTING GRACEWORKS MINISTRIES

- 3) Date or dates of event: THURSDAY, NOVEMBER 24, 2016

- 4) Time of Event: 6:00 - 10:30 AM

- 5) Time of Street Closure (if applicable): 8:00 - 9:45 AM

Set-Up Date/Time: 11/24 6AM Tear-down Date/Time: 11/24 10AM

*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:

GRACEWORKS MINISTRIES

a) Address: 104 SOUTHERST PKWY SUITE 100

b) Phone: 615-794-9055 c) Cell: 615/425-6312 d) Fax: _____

e) E-mail address: kkf gwm@gmail.com

- 7) Person in charge on day of event: KONTINO FUORI

Cell: 615-425-6312 E-mail address: kkf gwm@gmail.com



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Kristi Sylvester Cell: 615-473-9559 E-mail address: ksylvester@graceworksministries.net
Name: Jeff Furva Cell: 615-210-0374 E-mail address: jfuqua@graceworksministries.net

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

5K + 1K KIDS RUN SUPPORTING GRACEWORKS MINISTRIES
W/ OVER 3,000 PARTICIPANTS EXPECTED.

- ✓ 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:

3000 PARTICIPANTS / 3000 SPECTATORS

- ✓ 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. YES ONLY BIDD \$30 / 35 / DAY OF 40

- 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? _____

GRACEWORKS MINISTRIES

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

PARKING @ MAIL

Revised February 2014



HISTORIC
FRANKLIN
TENNESSEE

- 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.)?
INSIDE D1 SPORTS TRAINING FACILITY +
AT START LINE OF 5K + 1K. ANNOUNCEMENTS
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
MIC + MEGAPHONE
- 23) During what time period is sound amplification requested? 7:30 - 9:15 am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). N/A
- 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. N/A
- 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.
GRACEWORKS MINISTRIES + D1 SPORTS TRAINING FACILITY
- 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:
No
- 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.*
No
- 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.*
No
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.* N/A

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.



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Kristi Sylvest Date: 8/15/16
(Signature and title – must be officer of organization)

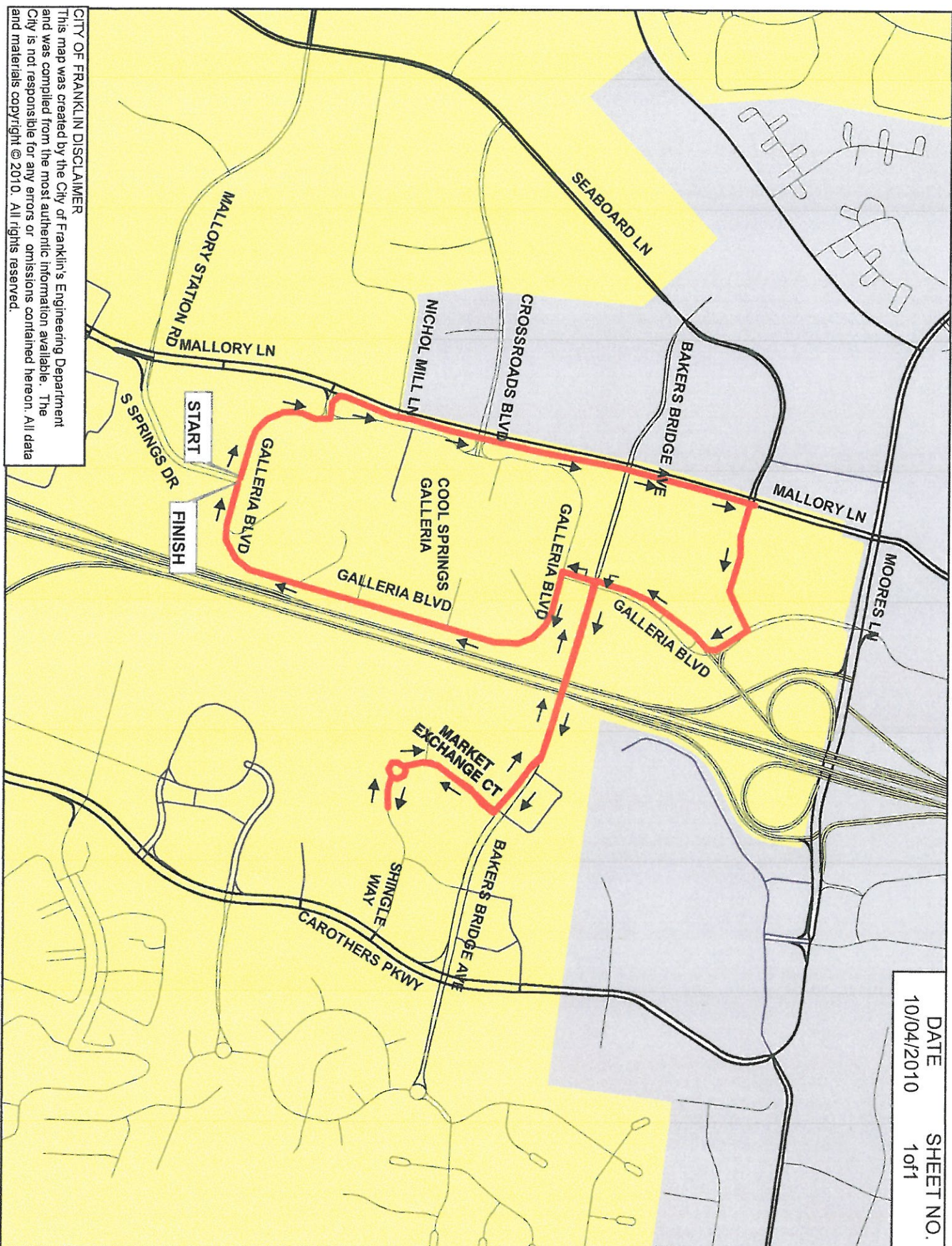
Approved by the Board of Mayor and Aldermen on _____, 20__.

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) ★
★
★



CITY OF FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's Engineering Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials copyright © 2010. All rights reserved.

GraceWorks Board of Directors Contact List 7/18/16

Name	Position	Phone	Email	Address	Spouse	Profession
Kimberly Matthews	Interim Chairman of the Board	H: 615-8299020 W: 615-519-1986 W: 615-744-2151	kcasteel45@gmail.com	3208 Tumdale Court Franklin, TN 37064		President, KCasteel Strategies LLC
Monica Hayes	Treasurer	C: 615-	mshayes@kpmg.com	2904 Americus Drive Thompsons Station, TN 37179		Managing Director, Tax KPMG LLP
Erika Small	Secretary	C: 615-946-4016	erika.marie.small@gmail.com	449 Ridgestone Drive Franklin, TN 37064	Lydon Small	Consultant, c3/consulting
Kelly Bair	Director	H: 615-628-0257 C: 615-378-0462	skfluck@yahoo.com	793 Carters Creek Pike Columbia, TN 38401	Alan Bair	Finance and Business Administrator, The TMA Group
Stacy Clayton	Director	H: 615-368-2477 C: 615-294-5129	stacyclayton962@gmail.com	4110 Idaho Avenue, Nashville TN 37209		Counselor
Jeff Fulmer	Director	H: 615-661-0080 W: 615-371-2424 C: 615-545-8611	jeff@jefffulmer.com	305 Forsyth Street Murfreesboro, TN 37127	Sonja	Real Estate Broker, Synergy Realty Network
Mark Leuellen	Director	H: 615-794-9562 W: 615-771-3743 C: 615-417-3074	mleuellen@icloud.com	408 Meadow Green Dr. Franklin, TN 37069	Lania Leuellen	Financial Advisor, Edward Jones
Dayna Moseley	Director	H: 615-373-5293 W: 615-344-4426 C: 615-585-6581	daynamosee@comcast.net	1709 Montclair Blvd. Brentwood, TN 37027	Robert Moseley	AVP, Health Management Operations, H2U, HCA
Betty Dale Mullins	Director	H: 615- C: 615-791-1149	bdb885@aol.com	101 Woodview Court Franklin, TN 37067		community volunteer
Raja O'Brien	Director	H: 615-373-3333 C: 615-478-4775	rajaobrien@aol.com	5021 Country Club Drive Brentwood, TN 37027	Kevin O'Brien	Retired
Dennis Pompa	Director	H: 615- C: 615-513-4883	dennis.pompa@yahoo.com	5003 Paint Creek Court, Spring Hill TN 37174		Consultant, Charles Schwab and Co.
Kevin Riggs	Director	C: 615-440-7553 H: 615-794-8014 W: 626-836-3600 C: 818-554-1663	kevin@franklincommunitychurch.org	200 Devrow Court, Franklin TN 37064		Pastor, Franklin Community Church
Charles Valdez	Director		charlesv@itsresources.com	5104 Heron Hill Ln Thompsons Station TN 37179		Vice President, ITS Resources

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

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

Closure of 96 West, Bridge St,
Other: 3rd Ave N, Main St, West
Main

☒ Jim Warren Park

___ Harlinsdale Farm

2) Name/purpose of event: Kiwanis Christmas Parade

3) Date or dates of event: December 3, 2016

4) Time of Event: 2:00 p.m. - 3:30 p.m.

5) Time of Street Closure (if applicable): 2:00 p.m. - 3:30 p.m.

Set-Up Date/Time: 11:00 a.m.

Tear-down Date/Time: 3:30 p.m.

*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:

Kiwanis Club of Franklin, Tennessee

a) Address: 2331 Henpeck Lane Franklin, TN. 37064

b) Phone: 615-194-6937 c) Cell: 615-854-4164 d) Fax: _____

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

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

Cell: 615-854-4164

E-mail address: gluffman.franklintr@gmail.com



HISTORIC
FRANKLIN
TENNESSEE

- 8) Name and Cell Number of at least two others available on day of event:
- Name: Ed Trowbridge Cell: 615-790-3536 E-mail address: etrowbridge@att.net
- Name: Seth Morris Cell: 615-580-6636 E-mail address: seth.morris@Edwardjones.com
- 9) DETAILED description of event (use additional sheets):
- Annual Christmas parade: 5 bands, 20 floats, VIP vehicles, various walkers, small amount of horses pulling carriages, trucks, cars, mini-vehicles
- 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:
- 2000 participants 10000-15000 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. on file
- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. NO fees for attendees
- 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
100% of registration fees of commercial entries
- 19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Amplification of Christmas music on floats
and marching bands
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
see 21 above
- 23) During what time period is sound amplification requested? 2:00 - 3:00 p.m.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). 5 marching bands - 300+ members
10 amps devices on individual floats - 7 floats
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle 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. Food to be distributed by
participants; Kiwanis club members
- 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.



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Sam Luffman - Director Date: 9/30/16
(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



START

Jim Warren Park

Bicentennial Park

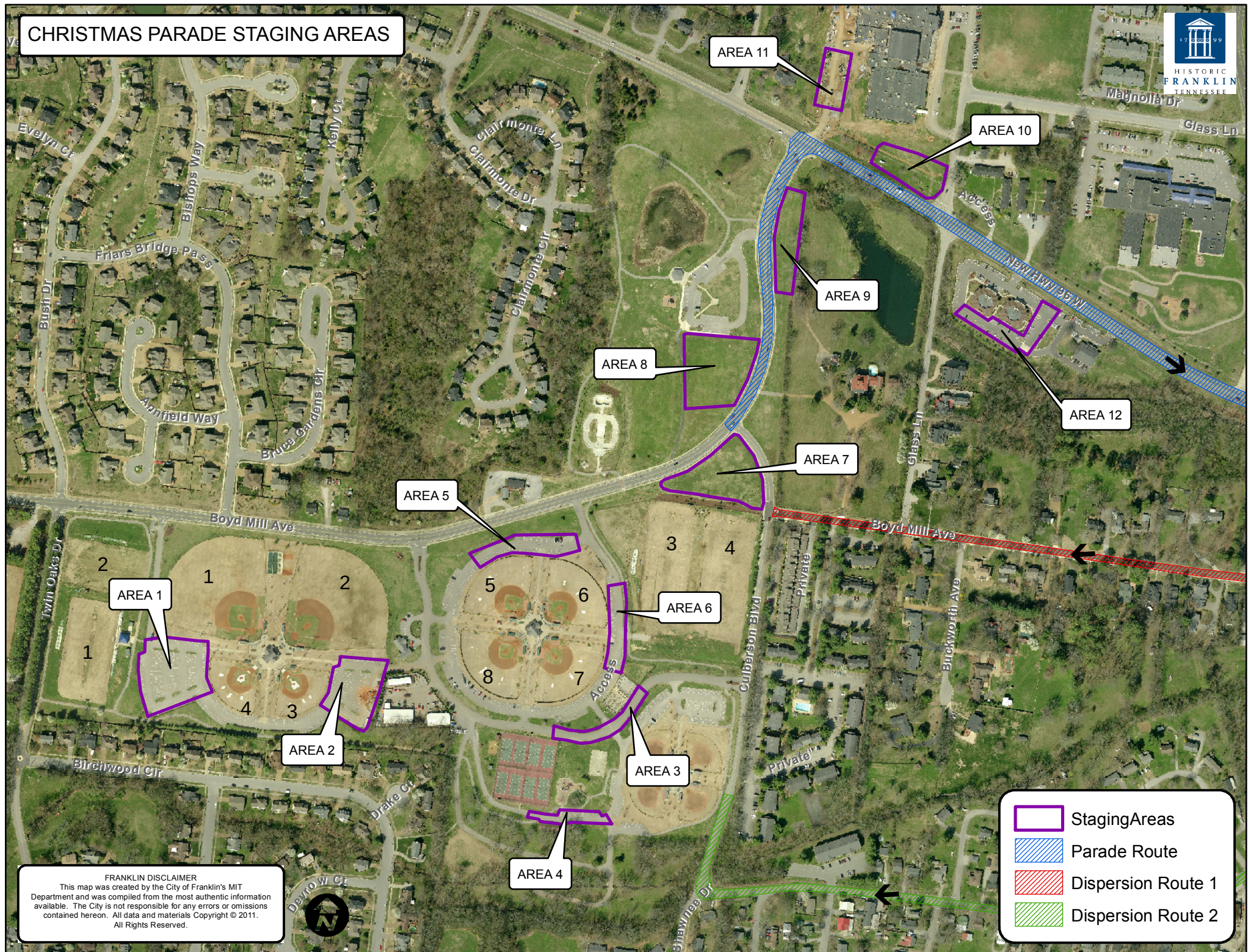
FINISH

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

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2016. All Rights Reserved.



CHRISTMAS PARADE STAGING AREAS



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's MIT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2011. All Rights Reserved.

- Staging Areas
- Parade Route
- Dispersion Route 1
- Dispersion Route 2

OFFICE USE ONLY

Permit No:



City of Franklin Special 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 you request will be granted.

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Dickens of a Christmas

2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):

1st Avenue to 5th Avenue, 4th Avenue from Bridge Street to Church Street, 3rd Avenue from Bridge Street to Church Street, 2nd Avenue from Bridge Street to Church Street.

3. **Date or dates of event:** 12/10/2016, 12/11/2016

4. **Start/End Times of Event:** Saturday 12/10, 10 a.m. - 5 p.m., Sunday, 12/11, 11 a.m. - 5 p.m.

What date/time will set-up begin? 12/09/2016 5:00 AM

What date/time will tear-down be complete? 12/11/2016 8:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure** (if applicable): Close 4th Avenue at 5 a.m. on 12/09/2016; close Public Square, where stage is going, to parking at 5 a.m. on 12/09/2016; close Main Street and Public Square to traffic at 8 p.m. on 12/09/2016. We would love for 'no parking after 5 p.m.' signs to go up on the morning of 12/09/2016 if possible.

6. **An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 90,000

Event Staff/Volunteers: 150

Total: 90,150

7. **Name of applicant and Organization Requesting Permit:**

Abby Williams - Heritage Foundation of Franklin and Williamson County

a) **Address:** 134 2nd Ave
Franklin, TN 37065

b) **Phone:** 6155918500

c) **Cell:**

d) **Fax:**

e) **E-mail address:** awilliams@historicfranklin.com

8. **DETAILED description of event** (use additional sheets):

The 33rd Annual Dickens of a Christmas will be a free street festival featuring over 100 dressed up Victorian characters, 70+ arts and crafts vendors, dozens of food vendors and three music areas (one stage on the square, street performers at the corner of 2nd and Main Street, Historic Presbyterian music in the front yard of their church at 5 points).

9. **ENCLOSE A DETAILED MAP** of event site and/or route, 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**

Please detail any restricted parking areas on the event map.

Event Map: [Dickens Map 2016.pdf](#)

10. Person in charge on day of event: Teryl O'Connor
Cell: 6155253101 E-mail address: toconnor@historicfranklin.com
11. Name and Cell Number of at least two others available on day of event:
Name: Abby Williams Cell: 6156302018 E-mail address: awilliams@historicfranklin.com
Name: Mary Pearce Cell: 6153007218 E-mail address: mpearce@historicfranklin.com

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.

Administrative Contact List:

13. Where is your organization based? Williamson County
14. Is your organization authorized to do business in Tennessee? Yes
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? Yes
IRS tax exemption letter: [501\[c\]3 form.pdf](#)
16. Will you charge an admission fee? No
Average admission fee:
17. Will you charge a vendor participation fee? Yes
Average vendor participation fee? 250-2500
18. Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:
19. Will any charity, gratuity, or offers be solicited or accepted during the event? Yes
20. Is this event a fundraiser? Yes
What organization will be the benefactor of event? Heritage Foundation of Franklin and Williamson County
What percentage of funds will they receive? 100
21. Will parking in the area of the event need to be restricted or prohibited? Yes
22. Will any sound amplification equipment be used during the event? Yes
23. **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.

If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** arts and craft vendors and food vendors
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on-site during event. See Question #26.
Clean Up Plan and Provider:
26. 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 the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. 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. ***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.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations: At the corner of 4th and Main; 3rd South by City Hall
28. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. 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.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [good neighbor letter.docx](#)
Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

1. 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. We do swear or affirm that all of the information given in this application is true and complete.
3. We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, 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.
4. We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
5. We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
6. We agree to provide a copy of the 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.
7. We understand that we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
8. We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
9. 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.
10. We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

By: _____

(Signature and title – must be officer of organization)

Date: _____

Return application to:

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

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Event Name: Dickens of a Christmas

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Event Name: Dickens of a Christmas

Signature: _____



FORM J

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Abby Williams - Heritage Foundation of Franklin and Williamson County

Event Name: Dickens of a Christmas

Event Date(s): 12/10/2016, 12/11/2016

1. **Time amplification equipment will be used:** From: 10:00 AM To: 5:00 PM
2. **Exact locations sound amplification equipment will be used (i.e. stage located on Second Avenue). Provide map/layout if necessary.:**
The Stage on the Public Square; 2nd and Main; 5 Points at the Historic Franklin Presbyterian Church
Sound Amplification Map: [Dickens Map 2016.pdf](#)
3. **For what purpose will sound amplification be used? Please list all that apply:**
 - Announcements/Speeches
 - Band/Singers
4. **Type of Amplifier:**
 - Fixed
5.

Number of Amplifiers: 50	Number of Speakers: 10	Number of Performers: 50
--------------------------	------------------------	--------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Abby Williams	Cell: 6156302018	E-Mail: awilliams@historicfranklin.com
Name: Teryl O'Connor	Cell: 6155253101	E-Mail: toconnor@historicfranklin.com

Authorized Signature: Abby Williams

Date: 08/29/2016

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

DICKENS 2010

DOWNTOWN FRANKLIN

New Hwy 96 W

Bridge St

Fair St

Alley

Alley

W Main St

Main St

Alley

Alley

5th Ave S

4th Ave S

3rd Ave S

Church St

Cummins St

Columbia Ave

1st Ave N

2nd Ave N

2nd Ave S

1st Ave S

Emily Ct



HISTORIC
FRANKLIN
TENNESSEE

street
performers

stage



FRANKLIN DISCLAIMER
This map was prepared by the City of Franklin, TN Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2014. All Rights Reserved.

DICKENS OF A CHRISTMAS



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2016. All Rights Reserved.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 19, 2001

Person to Contact:
Richard Owens 31-00913
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-7042596

Heritage Foundation of Franklin and Williamson
County Tennessee
% Mary Shearer Pearce
PO Box 723
Franklin, TN 37065

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in April 1970, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Heritage Foundation of Franklin and Williamson County Tennessee
23-7042596

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

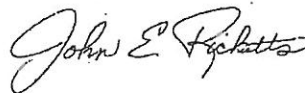
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in cursive script, reading "John E. Ricketts".

John E. Ricketts, Director, TE/GE
Customer Account Services

CDBG Talking Points

The City of Franklin receives approximately 240k each year in grant funds. The goals of the **CDBG** program are to:

- Provide decent, safe and sanitary housing
- Provide a suitable living environment
- Expand economic opportunities

CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Public services, within certain limits
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

With the completion of Phase II at Reddick, **Franklin Housing Authority:**

- Will have 42 new affordable units above the 22 voucher based public housing units
- Adding these 64 units to the 47 units in the senior building means that a site that once housed 44 units now hosts 111 units

Hard Bargain Association has created a PUD on Mount Hope Street that includes:

- Working with residents of the neighborhood, community leaders and city staff to preserve this community Hard Bargain Association is constructing 6 new homes that will be sold at an affordable rate to both single persons and families.

Community Housing Partnership:

- Consistently receives requests for emergency homeowner assistance from the residents of the City of Franklin
- Has completed 7 projects in the past 12 months

Bridges Domestic Violence Shelter

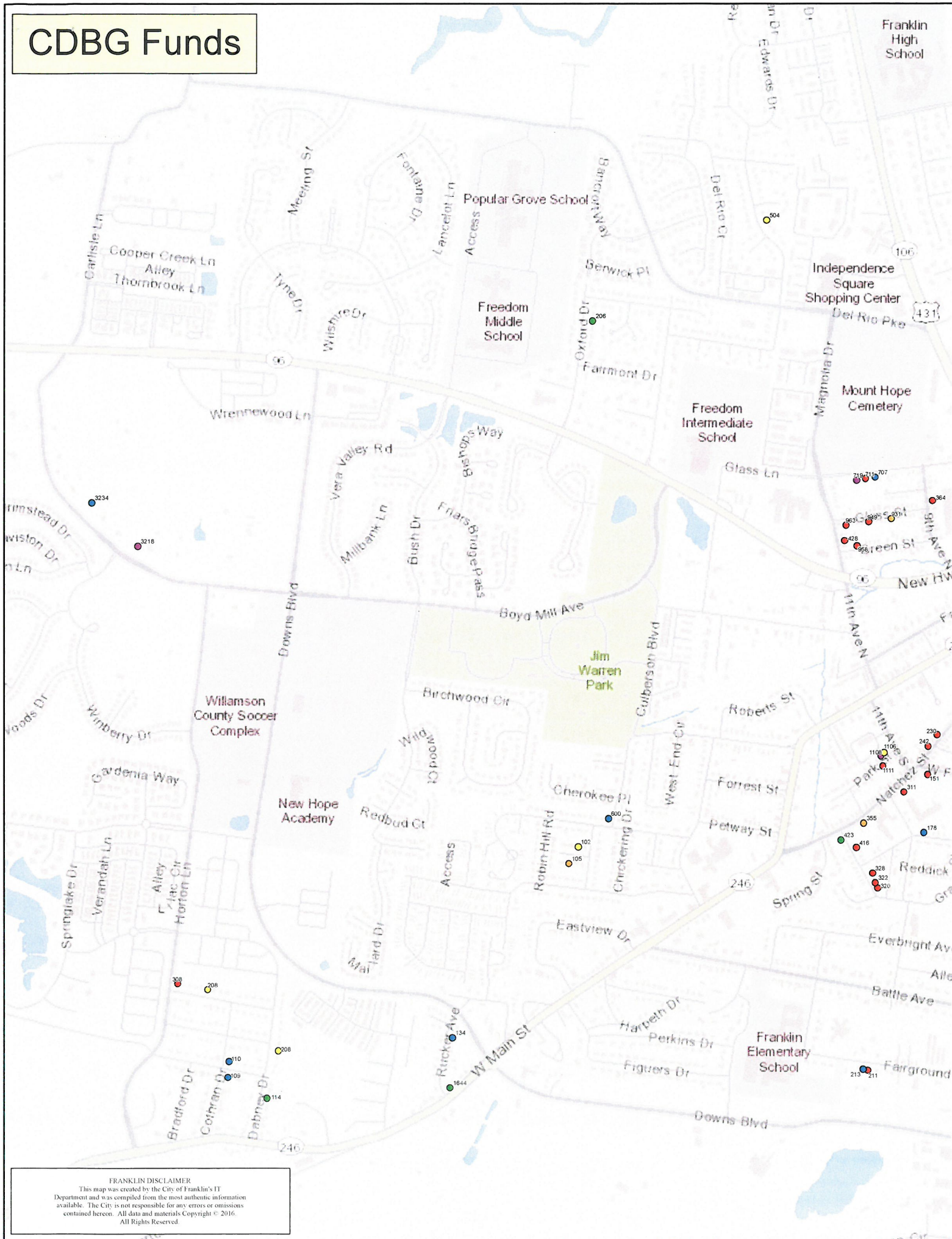
- Bridges is the only domestic violence shelter both in the City of Franklin and Williamson County
- At any given time Bridges is home to 5 families or 15 single people
- 2015 reported incidences of domestic violence were 322
- As of September 13, 2016, Officers had responded to 246 domestic violence calls
- These are actual reports filed by Franklin Officers who determined that domestic violence was the predicated factor in the offense that was reported

Reddick Street Living





CDBG Funds



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2016. All Rights Reserved.





HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Chris Bridgewater, Director, Building & Neighborhood Services
Kathleen L. Sauseda, Housing Development Coordinator

DATE: August 2, 2016

SUBJECT: Contract #2016-0077 that supports the Community Development Block Grant Emergency Repair Program with Community Housing Partnership.

Purpose

The purpose this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) to consider a contract with Community Housing Partnership (CHP) to continue program delivery assistance with the CDBG Emergency Repair Program.

Background

In 2007, following BOMA approval of the City's first Consolidated Plan, the Department of Housing and Urban Development (HUD) designated the City of Franklin as an "entitlement city". Entitlement city status allows the City to receive annual allotments to implement projects and activities that prevent/eliminate blight, meet urgent need, or principally benefit persons of low and moderate income. HUD has, on average, allocated \$273,000 per year to support our community development projects and activities.

Community Housing Partnership has successfully assisted the City of Franklin with the Emergency Repair Program since its inception. Approval of this contract will allow CHP to continue their program assistance, with an award of Eighty-Six Thousand Six-Hundred Eighty-Seven and No/100's, (\$86,687.00).

Financial Impact

This contract is fully funded by HUD through the Community Development Block Grant Program.

Recommendation

The Housing Commission and staff recommends approval of contract to the Board of Mayor and Aldermen.

**CONTRACT FOR HOME REHABILITATION ASSISTANCE FOR LOW-MODERATE
INCOME RESIDENTS OF THE CITY OF FRANKLIN
(COF Contract No.: 2016-0077)**

This Contract, made and entered into this ___ day of _____, 2016, by and between the City of Franklin, (hereinafter "THE CITY") and Community Housing Partnership of Williamson County (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified a need to conduct a Home Rehabilitation Program utilizing Community Development Block Grant funding; and

WHEREAS, THE ORGANIZATION is experienced in Home Rehabilitation projects and has met the certification requirements of providing Home Rehabilitation Assistance; and

WHEREAS, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will carry out activities necessary to assist low to moderate income owner occupants of the City of Franklin, who are elderly and/or disabled with emergency-type home rehabilitation services. Items to be corrected must represent a health and safety hazard, with an emphasis on exterior repairs and major structural and mechanical deficiencies.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. A HUD required Environmental Review Report will be required.

Incorporated into this contract is Exhibit A, the proposal by THE ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.

- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- C. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- D. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

For the services outlined above and contained in Exhibit A, THE ORGANIZATION will receive an amount up to but not to exceed fifteen-percent (15%) of the actual total programs delivery costs (inclusive of lead-based paint testing, clearance and/or mitigation expenses) for each home. The combined total of construction and services shall not exceed **Eighty-Six Thousand Six-Hundred-Eighty-Seven and No/100 Dollars (\$86,687.00)**.

SECTION 4 - TIME OF PERFORMANCE

- A. The CITY has the option to renew this contract under the same terms and conditions for an additional 12 months based on the availability of CDBG funds allocated to the Emergency Home Rehabilitation Program, provided both parties agree in writing.
- B. Services shall begin no later than sixty (60) days following execution of this Contract.
- C. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted upon completion of the First Phase (Construction) and Second Phase (Program Delivery Expenses) of each housing project as detailed in Exhibit B. The maximum per-project award is Fifteen Thousand and 00/100 Dollars (\$15,000.00). If the First Phase of a project exceeds fifty percent (50%) of the total project cost, an invoice may be submitted with the balance on completion of the Second Phase without penalty to THE ORGANIZATION.
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Vernon J. Gerth
City of Franklin
City Hall
109 3rd Avenue South
Franklin, TN 37064**

**Stephen Murray
Community Housing Partnership
of Williamson County
129 W. Fowlkes Street, Suite 128
Franklin, TN 37064**

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

1. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.

2. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of services required under this Contract. THE ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

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

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

writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. BREACH

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

In witness whereof, the parties enter into this Contract on the date set forth above.

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

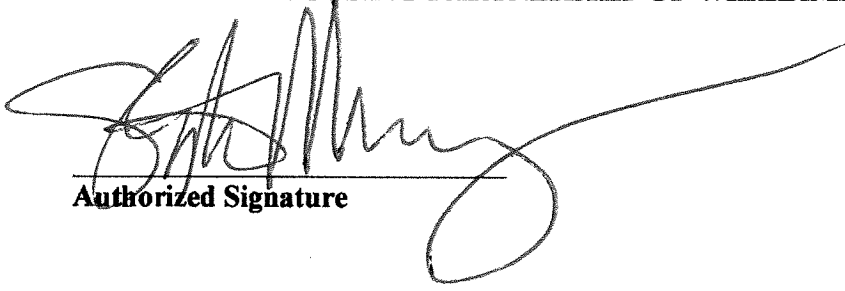
Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY (CHP)



Authorized Signature

COF Contract No. 2016-0077
Exhibit A
Community Housing Partnership of Williamson County (CHP)
Proposed Scope of Services

CHP has split the scope of services into two categories as the actual contracts are to be split. First is the actual construction for each project that as per the Request for Proposals as outlined by the City of Franklin, is to be paid under a direct contract between the City of Franklin and the contractor. Second is the supervision of the program and construction directly by CHP with some assistance by City of Franklin staff now known as Program delivery Expenses. This follows the format that was use successfully in the past years contract that CHP had with the City of Franklin.

Section 1; Construction:

Construction services will be performed by licensed, bonded and insured State of Tennessee contractors performing emergency-type health and safety hazard home rehabilitation services per a work write up specifying the necessary services (defined under 2nd section) and under a direct contract with the City of Franklin as specified under the Requests for Proposals document. No contract shall exceed \$15,000 in repair work or be less then \$2,000 in repair work. All construction activity shall require all necessary permits and insurance by the contractor. The contractor shall provide progress schedules to the City of Franklin and CHP on a monthly basis. All items listed in paragraphs 8.0 through 17.0 in the Request for Proposals by the City of Franklin shall be incorporated in any agreement by the contractor and the City of Franklin.

CHP is proposing that a minimum of 7 homes or a maximum of 9 homes in the City limits of Franklin rehabilitated under this program.

Section 2;Program Delivery Expenses (Program implementation and supervision):

CHP proposes to serve as the program administrator for the program, providing the following services:

1. Marketing the program through outreach to the neighborhood associations, direct press releases and advertising through all local media outlets, direct outreach to all social service agencies who might have clients within these neighborhoods, direct contact with the residents of these neighborhoods through flyers or other means and direct contact with the three other not for profits operating in Franklin neighborhoods (Habitat for Humanity, Hard Bargain Mount Hope Redevelopment Inc. and United Community Resource Foundation).
2. Performing Intake functions and record keeping of all applicants for the funding. This includes the initial application documents certifying (but not limited to) income verification (insuring income compliance per the CDBG guidelines), Ownership status (verification of warranty deed showing owner occupied), and Property status (verification that owner is living in house).
3. Inspecting the property jointly with the homeowner and City of Franklin staff. Composing with the City of Franklin staff and the homeowner a comprehensive Work Write Up. This includes all necessary inspections and certifications including (but not limited to):
 - A. Lead Based Paint inspections by certified inspector
 - B. Flood Plain certification with appropriate map and panel

- C. National Park Service Standards of Rehabilitation (Historic) submittals to the appropriate agent whether it be a State Historic Preservation Officer (SHPO) at the City of Franklin or directly to the Tennessee Historic Commission.
 - D. Thermal/ Explosive/Toxic/Radioactive verifications with the Fire Marshall of the City of Franklin
 - E. Noise verifications through the City of Franklin Building and Neighborhood Services Department
4. **Facilitating** the contract to the City of Franklin by **bidding** out the contract to the appropriate Contractors, **conducting the public bid opening** with City of Franklin staff, **consolidating** the bids to present to City of Franklin staff and **presenting** the bids to the City of Franklin for final contract decisions. Once the City of Franklin has gone through their final decisions on the winning contractors and provided contracts CHP can facilitate the signing of those contracts if necessary. At the point of **Notice to Proceed** CHP will conduct the following:
- A. Provide the homeowner the necessary guidance in preparing for the construction
 - B. Provide the contractor the necessary communications to begin the work
 - C. Do initial inspections that all permits have been obtained
 - D. Provide scheduled inspections to insure that the work is being conducted correctly and within time constraints
 - E. Provide inspections on draw requests to insure that the contractor is only drawing what they have in the job. Evaluate and authorize payments with City of Franklin staff
 - F. Provide final inspections and certify completion of the project with City of Franklin staff
5. **Record keeping** will be maintained by CHP with a complete project book for each individual project and all records regarding the intake, facilitation, inspections, contracts and draw requests that will be provided to the City of Franklin as requested. All record keeping will be maintained to insure that CDBG compliance is maintained by both CHP and the City of Franklin.
6. **Complaints and Grievances** will be addressed by CHP with representation of the City of Franklin where applicable. CHP will maintain an individual file regarding any complaint and grievances by either the homeowner, contractor or interested party. CHP will act as the negotiator to address any issues arising and if CHP can resolve the problem we will do so. However if the problem cannot be resolved we would suggest that the City of Franklin have other resources, such as arbitration possibilities.

CHP has all the internal systems available to begin this program immediately as we will follow the successfully format from the past years. Inspection systems exist within programs to do all initial inspections and staff is available and certified in all compliance and inspection areas. Indeed this program is very similar to programs performed by CHP staff for United Way, Williamson County, and Tennessee Housing Development Agencies emergency grant program. Additionally, CHP has conducted the past years of the CDBG programs for the City of Franklin and an individual grant in the past.

CHP will close out each project after final reporting and record keeping to the City of Franklin and will keep all records available for 10 years after the completion of each project. Additionally, CHP will be

available and help the City of Franklin on all compliance reporting regarding this CDBG program to the US Department of Housing Urban Development.

COF No. 2016-0077
Exhibit B
Community Housing Partnership of Williamson County (CHP)
Costs

Given the Scope of Work defined in earlier text CHP has identified the costs directly to CHP to administer this program for the City of Franklin. These costs are broken down in two facets. First is the actual construction cost for each project that as per the Request for Proposals as outlined by the City of Franklin, is to be paid under a direct contract between the City of Franklin and the contractor. As these funds do not pass through CHP they are separated. A contract between CHP should not reflect these funds even though this submittal includes them in the program as was specified by the City of Franklin. Second are the program delivery expenses associated with the program which will come directly to CHP.

Section 1, Construction:

CHP is proposing to do a minimum of 7 and a maximum of 9 home rehabilitations at an average of \$8,886 to \$9,775 per house for a total construction cost of \$75,387.

Section 2, Program Delivery Expenses (Program implementation and supervision):

CHP is proposing to do the implementation and the supervision of each project for program delivery expenses an average per project of \$1,568 to \$1,725, and a total maximum of \$11,300. Individual categories covered under the program delivery expenses are:

Marketing
Intake/Certifications
Inspecting/Work Write Ups
Facilitating contract
Lead Based Paint Inspection
Record Keeping
Complaints & Grievances

TOTAL PROGRAM PROPOSAL

<u>Section1:</u>	<u>Avg. \$8,886 to \$9,775 per house</u>	<u>\$ 75,387 Total</u>
<u>Section 2:</u>	<u>Avg. \$1,568 to \$1,725 per house</u>	<u>\$11,300 Total</u>
<u>Total</u>		<u>\$86,687 Total</u>



MEMORANDUM

TO: City of Franklin Board of Mayor and Alderman

FROM: Eric S. Stuckey, City Administrator
Chris Bridgewater, Director Building & Neighborhood Services
Kathleen Sauseda, Housing Development Coordinator

DATE: September 13, 2016

SUBJECT: Consideration of Contract #2016-0227 for the Receipt of Community Development Block Grant, funding to BRIDGES of Williamson County.

Purpose:

Consistent with the objectives of the City of Franklin's Consolidated Plan for Housing and Community Development, the City awards funding to qualified non-profit organizations. The agreements facilitate funding a non-profit with **\$18,093.54** of Community Development Block Grant, (CDBG) funds to support the development of infrastructure that is supportive of an affordable housing development, such as sidewalks, streets and storm water improvements.

Background:

The City of Franklin has identified affordable housing development as an important issue in the community. The City solicited proposals from qualified non-profit firms to undertake the development of public facilities and public improvement projects. Three non-profits responded with proposals, the proposals were scored by City Planner, James Svoboda, City Permit Technician, Trey Childress and Lynn Osland, Development Services Analyst. The scores supported funding all three projects almost equally. This funding will be applied toward concrete and base materials as well as, labor that will be associated with building sidewalks, drives and water accessibility.

Financial Impact:

This contract will be funded in full by the Community Development Block Grant (CDBG).

Recommendation:

Staff recommends approval.

**CONTRACT FOR PUBLIC FACILITIES AND
PUBLIC IMPROVEMENT PROJECTS
COF Contract No. 2016-0227**

This Contract, made and entered into this ___ day of _____, 2016 by and between the City of Franklin, (hereinafter "THE CITY ") and BRIDGES of Williamson County (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified housing developments as an important issue in the community, and to achieve the goal of creating affordable housing within the City of Franklin, THE CITY will make available a portion of the Community Development Block Grant funds toward this objective; and

WHEREAS, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will be required to successfully meet the following deadlines:

- THE ORGANIZATION will completely and successfully obtain all required permits and begin physical construction as provided in the Scope of Services (attached as Exhibit A and incorporated as if stated fully herein) within ninety (90) days of execution of a written agreement.
- Expend all Community Development Block Grant (CDBG) funds and complete the construction project(s), within a maximum of twelve (12) months from all execution of a written agreement.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. Perform the duties described herein and in Exhibit A and will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- B. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

- C. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

THE ORGANIZATION will receive a total of **Eighteen Thousand Ninety-Three and 54/100 Dollars (\$18,093.54)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. **Services shall begin in the Fiscal Program Year 2015, which runs from July 1, 2015 through June 30, 2016, and must be completed by December 31, 2016.**
- B. Services shall begin no later than ninety (90) days following execution of this Contract.
- C. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted monthly
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

Kathleen L. Sauseda
City of Franklin, City Hall
109 3rd Avenue South
Franklin, TN 37064

Linda Jackson, Executive Director
BRIDGES of Williamson County
P.O. Box 1592
Franklin, TN 37065

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. THE ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

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

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

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. BREACH

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

Witness our hands, this ____ day of _____, 2016.

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

BRIDGES OF WILLIAMSON COUNTY

By: Linda Jackson

Its: 7/21/16 Exec. Dir.

EXHIBIT A

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the Contract.

**Bridges Domestic Violence Center
Proposed Scope of Services**

Infrastructure:

Bridges Domestic Violence Center proposes to construct a paved parking lot with retainer wall and sidewalks. The current parking area is gravel and when it rains there are multiple areas of ponding. There isn't a current sidewalk. The parking lot and current stepping stones are not safe when it rains and makes certain areas of the building where clients are directed to enter unsafe.

The process will include but isn't limited to:

- Grant Application
- Grant Approval
- Compliance with grant requirements/permits where necessary
- Contractor Research (insure compliance with grant requirements)
- Bidding Process
- Sign Construction Contract
- Supervise progress of project
- Final Reporting on Grant

Cost

The site preparation, partial paving of parking area was estimated by a licensed paving company to cost \$20,500.00 the sidewalk was bid by a small business owner and is estimated to cost \$5,000. This request is not expected to cover the cost for the project. We have a private family foundation that has committed to cover the balance as well as any unforeseen overages that this project requires. Formal written bids have not been requested due to the timing between grant application, approval notification and start of project. Most contractors only guarantee a bid from 30 to 60 days from the time of bid.

Recordkeeping

Records will be maintained by Bridges Domestic Violence Center, including all records regarding project implementation, certifications and expenditures. We will maintain all records for 10 years from the completion of the project. Additionally, we will be available and help the City of Franklin on all compliance reporting regarding this grant.

Bridges Domestic Violence Center has all the internal systems available to begin this program immediately upon approval of this grant proposal.



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

TO: City of Franklin Board of Mayor and Alderman

FROM: Eric S. Stuckey, City Administrator
Chris Bridgewater, Director Building & Neighborhood Services
Kathleen Sauseda, Housing Development Coordinator

DATE: September 13, 2016

SUBJECT: Consideration of Contract #2016-0035 for the Receipt of Community Development Block Grant, funding to Franklin Housing Authority.

Purpose:

Consistent with the objectives of the City of Franklin's Consolidated Plan for Housing and Community Development, the City awards funding to qualified non-profit organizations. The agreements facilitate funding a non-profit with **\$21,109.13** of Community Development Block Grant, (CDBG) funds to support the development of infrastructure that is supportive of an affordable housing development, such as sidewalks, streets and storm water improvements.

Background:

The City of Franklin has identified affordable housing development as an important issue in the community. The City solicited proposals from qualified non-profit firms to undertake the development of public facilities and public improvement projects. Three non-profits responded with proposals, the proposals were scored by City Planner, James Svoboda, City Permit Technician, Trey Childress and Lynn Osland, Development Services Analyst. The scores supported funding all three projects almost equally. This funding will be applied toward concrete and base materials as well as, labor that will be associated with building sidewalks, drives and water accessibility.

Financial Impact:

This contract will be funded in full by the Community Development Block Grant (CDBG).

Recommendation:

Staff recommends approval.

**CONTRACT FOR PUBLIC FACILITIES AND
PUBLIC IMPROVEMENT PROJECTS
COF Contract No. 2016-0035**

This Contract, made and entered into this ___ day of _____, 2016 by and between the City of Franklin, (hereinafter "The City") and Franklin Housing Authority (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified has identified housing developments as an important issue in the community, and to achieve the goal of creating affordable housing within the City of Franklin will make available a portion of the Community Development Block Grant funds toward this objective; and

WHEREAS, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will be required to successfully meet the following deadlines:

- THE ORGANIZATION will completely and successfully obtain all required permits and begin physical construction as provided in the Scope of Services (attached as Exhibit A and incorporated as if stated fully herein) within 90 days of execution of a written agreement.
- Expend all CDBG funds and complete the construction project(s), within a maximum of 18 months from all execution of a written agreement.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. Perform the duties described herein and in Exhibit A and will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- B. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

- C. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

THE ORGANIZATION will receive a total of **Twenty-One Thousand One Hundred Nine and 13/100 (\$21,109.13)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall begin in the Fiscal Program Year 2015, which runs from July 1, 2015 through June 30, 2016. Services shall be complete no later than December 31, 2016.
- B. Services shall begin no later than ninety (90) days following execution of this Contract.
- C. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted monthly
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Kathleen L. Sauseda
City of Franklin
City Hall
109 3rd Avenue South
Franklin, TN 37064**

**Derwin Jackson,
Executive Director
Franklin Housing Authority
200 Spring Street
Franklin, TN 37064**

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. THE ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

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

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

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. BREACH

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

Witness our hands, on the date entered above:

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

FRANKLIN HOUSING AUTHORITY

By: Dennis Griffin

Its: Executive Director

EXHIBIT A

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the Contract.

EXHIBIT A

Scope of Work:

Park Street is a 22-unit development located as the name implies on Park Street, in the City of Franklin, Williamson County, in the state of Tennessee. Located adjacent to the Natchez historic district and within walking distance of Franklin's thriving downtown, the development is the third phase of Franklin Housing Authority's ("FHA") comprehensive redevelopment strategy to replace all of its 297 public housing units, now interspersed on eight public housing sites, with new mixed income communities. The first phase containing 48 senior designated units, Senior Residences @ Reddick, was completed in 2013 and is fully occupied by income-eligible senior citizens.

The 2nd phase of development will be completed beginning in October, 2016 and consists of sixty-five (65) apartments including 64 rentals and one non-revenue, manager's unit. Consisting of 22, one and two story buildings, the development sits on 7.19 acres of land and will feature an on-site playground for children residing in the new community. All units will contain Energy Star compliant systems or their equivalents including dishwashers, HVAC units, refrigerators, light bulbs, windows and exterior doors.

Park Street consists of six buildings with a varying mix of units including four three bedroom units, fourteen two bedroom units and four one bedroom units. The rehab project will include installation of new, energy efficient HVAC units, attic insulation, LED lighting, new roofing, windows, doors, cabinets, fixtures, flooring, kitchen appliances, hot water heaters and washer/dryer hookups and additional parking spaces. The exterior of the units will be updated to complement the character of neighboring homes and the other Franklin Housing Authority redevelopment projects.

The renovation is financially feasible and is being funded by a Tennessee Department of Environment and Conservation Energy Grant, a Federal Home Loan Bank Grant and a Community Investment Tax Credit Low Interest Loan. Franklin Housing Collaborative, a non-profit affiliate of Franklin Housing Authority, will serve as the manager of the property. FHA will retain ownership of the land.

Specific Work proposed for CDBG funds:

With the renovation of the 22 unit apartment development, an additional 15 new parking spaces including curb and gutters will be added for which the grant funds are intended. The additional parking spaces are needed to meet the needs of the residents. Parking is currently limited on the site with only one parking space per unit and no visitor parking available. Enclosed with this proposal is a site plan showing the additional parking to be added to the development. Also enclosed are architectural elevations.

The grant funds will be applied toward concrete for the parking areas as well as curbs and gutters and will include the cost for labor. It is estimated that \$ 59,500 in CDBG grant monies will fund the total cost of material and labor associated with adding the parking. Construction is anticipated in to begin in October, 2016 with completion of the entire renovation anticipated by July, 2017.

Below is a timeline for construction closing and completion of the work:

Pre-Construction:

- Complete lender due diligences - 08/01/2016
- Receive Final commitments from lenders & investor- 09/15/2016
- Anticipated Award of CDBG funds 09/30/2016
- 100% Architectural and Construction Drawings 07/01/2016
- Receive Grading & Building Permits- 10/01/2016

Construction:

- Mobilization, Fencing, Trailer Set-up 10/01/2016
- Site Grading 10/01/2016
- Building Framing-Roofs 12/01/2016
- Mechanical, Electrical, and Plumbing Rough-in 10/01/2016
- Sidewalks 10/01/2016
- Interior and Exterior Finishes 11/01/2016
- Landscape 06/01/2017
- Use & Occupancy Permits 07/01/2017

Sources and Uses:

PARK STREET PERMANENT SOURCES	UNITS - 22	PER UNIT
TDEC Grant	\$ 92,493	\$ 4,204
FHLB Grant	\$ 220,000	\$ 10,000
FHA Contribution	\$ 113,046	\$ 5,138
CITC Loan	\$ 1,066,441	\$ 48,475
CDBG Funds	\$ 59,500	\$ 2,705
TOTAL SOURCES	\$ 1,551,480	\$ 70,522
PERMANENT USES		
Infrastructure/ Site Cost	\$ 114,900	\$ 5,223
Hard Costs	\$ 1,211,520	\$ 55,069
Soft Costs	\$ 225,060	\$ 10,230
TOTAL USES	\$ 1,551,480	\$ 70,522



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

TO: City of Franklin Board of Mayor and Alderman

FROM: Eric S. Stuckey, City Administrator
Chris Bridgewater, Director Building & Neighborhood Services
Kathleen Sauseda, Housing Development Coordinator

DATE: September 13, 2016

SUBJECT: Consideration of Contract #2016-0035 for the Receipt of Community Development Block Grant, funding to Community Housing Partnership.

Purpose:

Consistent with the objectives of the City of Franklin's Consolidated Plan for Housing and Community Development, the City awards funding to qualified non-profit organizations. The agreements facilitate funding a non-profit with **\$21,109.13** of Community Development Block Grant, (CDBG) funds to support the development of infrastructure that is supportive of an affordable housing development, such as sidewalks, streets and storm water improvements.

Background:

The City of Franklin has identified affordable housing development as an important issue in the community. The City solicited proposals from qualified non-profit firms to undertake the development of public facilities and public improvement projects. Three non-profits responded with proposals, the proposals were scored by City Planner, James Svoboda, City Permit Technician, Trey Childress and Lynn Osland, Development Services Analyst. The scores supported funding all three projects almost equally. This funding will be applied toward concrete and base materials as well as, labor that will be associated with building sidewalks, drives and water accessibility.

Financial Impact:

This contract will be funded in full by the Community Development Block Grant (CDBG).

Recommendation:

Staff recommends approval.

**CONTRACT FOR PUBLIC FACILITIES AND
PUBLIC IMPROVEMENT PROJECTS
COF Contract No. 2016-0226**

This Contract, made and entered into this ___ day of _____, 2016 by and between the City of Franklin, (hereinafter "THE CITY") and Community Housing Partnership (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified housing developments as an important issue in the community, and to achieve the goal of creating affordable housing within the City of Franklin, THE CITY will make available a portion of the Community Development Block Grant funds toward this objective; and

WHEREAS, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will be required to successfully meet the following deadlines:

- THE ORGANIZATION will completely and successfully obtain all required permits and begin physical construction as provided in the Scope of Services (attached as Exhibit A and incorporated as if stated fully herein) within ninety (90) days of execution of a written agreement.
- Expend all Community Development Block Grant (CDBG) funds and complete the construction project(s), within a maximum of twelve (12) months from all execution of a written agreement.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. Perform the duties described herein and in Exhibit A and will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- B. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

- C. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

THE ORGANIZATION will receive a total of **Twenty-One Thousand One Hundred Nine and 13/100 Dollars (\$21,109.13)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall begin in the Fiscal Program Year 2015, which runs from July 1, 2015 through June 30, 2016; services shall be complete no later than December 31, 2016.
- B. Services shall begin no later than ninety (90) days following execution of this Contract.
- C. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted monthly
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

Kathleen L. Sauseda	Stephen Murray, Executive Director
City of Franklin	Community Housing Partnership
109 3 rd Avenue South	129 West Fowlkes Street, Suite 128
Franklin, TN 37064	Franklin, TN 37064-3562

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. THE ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

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

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

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. BREACH

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

Witness our hands, this ____ day of _____, 2016.

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Approved as to Form:

Kristen L. Corn, Staff Attorney

By:

Its: Executive Director

EXHIBIT A

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the Contract.

**Community Housing Partnership of Williamson County (CHP)
Proposed Scope of Services**

CHP is proposing (if funded) with this Public Facilities and Public Improvement Project to install new water lines in an existing group home and low income rental project at 254 Natchez Street. This group home address a major problem, the housing of disable men in Franklin and has put together the support of Franklin Community Church as well as numerous other private source in the day to day running of the facility, while CHP has secured a THDA Housing Trust fund grant and a loan from Avenue Bank to do the extensive reconstruction of the group home and additional units. The existing public services connected to all the units are grouped together and need to be separated to provide good service to these tenants as well as provide the City of Franklin up to date service in their system. This project is taking a problem piece of property that generates numerous police call and make it a decent, safe and productive, tax producing property for the City of Franklin while providing a home for disabled men within the group home and the individual units.

CHP has an extensive history in programs similar to this. CHP has successfully administered the Neighborhood Stabilization Program for Tennessee Housing Development Agency in the past. Within this program CHP has bought, rehabbed and sold twelve houses. CHP successfully administers the HUD HOME program and generates approximately 5 purchase, rehabs and sales per year (6 in 2014-2015 fiscal year, 4 so far in 2015-2016. Additionally, CHP uses the Federal Home Loan Bank of Atlanta's Affordable Housing program to provide homeownership opportunities in the rural sections of Williamson County, successfully providing low income homebuyers in 45 instances over the years. As well, CHP has completed 4 houses in two different years using the City of Franklin CDBG CBDO programs. In additional, CHP has completed 88 units of apartments in Fairview and is about to start 30 condominium units in Franklin. Truly, CHP has an extensive history of providing low income housing opportunities under programs as described under this type of request for proposals from The City of Franklin.

Please note that information in the Cost section of this proposal is an integral part of CHP's Scope of Services. CHP proposes to follow the following format in this program:

Purchase:

The structures have been purchased and closing has occurred.

Construction:

Construction contracts have been entered into with Building Solutions by Spann LLC, a reputable contractor who has done numerous projects in Franklin. Building renovation has started, however the project within this scope of services has not started nor have and of the components of it been solicited . It is expected that if approved this project would start immediately upon the funding. As you can see we are well prepared to use this funding quickly and efficiently by the well proven developer (CHP) and contractor (Building Solutions by Spann LLC).

Internal Systems:

CHP has a standard program for control over any construction projects that we might be providing. This includes the following:

1. **Work Write ups and cost estimating** is done by staff using the Work Pro system and other construction software to provide the construction documents that are supporting the project and given the correct text for bidding .
2. **Bidding** is performed under HUD standards and regulations and in the case of this particular project we have bid the renovation activity receiving 3 bids and reviewing all pricing before a contract was issued
3. **Construction supervision** is performed on a weekly basis by qualified staff and banking representatives to insure compliance with the contract. Additionally we have encouraged City of Franklin Building and Neighborhood Services to participate in the inspections and work write ups on the project.
4. **Record keeping** will be maintained by CHP with a complete project book for each individual project and all records regarding the intake, facilitation, inspections, contracts and draw requests during construction and all mortgage related documents regarding the homebuyer and the close on said property. All record keeping will be maintained to insure that CDBG compliance is maintained by both CHP and the City of Franklin.
5. **Complaints and Grievances** will be addressed by CHP with representation of the City of Franklin where applicable. CHP will maintain an individual file regarding any complaint and grievances by either the homeowner, contractor or interested party. CHP will act as the negotiator to address any issues arising and if CHP can resolve the problem we will do so. However if the problem cannot be resolved we would suggest that the City of Franklin have other resources, such as arbitration possibilities.

CHP has all the internal systems available to begin this program immediately as we will follow the successful format from extensive programs that we have successfully conducted. Inspection systems exist within programs to do all initial inspections and staff is available and certified in all compliance and inspection areas. Indeed this program is very similar to programs performed by CHP staff for HUD HOMES and Tennessee Housing Development Agencies Neighborhood Stabilization Program. As well CHP has successfully administered the CDBG CBDO program over two different program years. Additionally, CHP has conducted the first five years of the CDBG programs for the City of Franklin showing our ability to successfully administer CDBG in a TIMELY method.

CHP will close out the project after final reporting and record keeping to the City of Franklin and will keep all records available for 10 years after the completion of each project. Additionally, CHP will be available and help the City of Franklin on all compliance reporting regarding this CDBG program to the US Department of Housing Urban Development.

Notes:

1. The Cost section of this proposal is an integral part of the Scope of Services
2. Development and sale pro formas and sources and use statements are included with the Cost Section
3. The CHP staff will serve as the Development team to control cost and keep the house affordable
4. Architectural Plans and elevations will not be necessary as this is rehabilitation of an existing structure and the water taps and lines will simply be adding to the renovation
5. Avenue Bank and THDA have already approved the existing financing on this project (see attached documents).

**Community Housing Partnership of Williamson County (CHP)
Costs**

Given the Scope of Work defined in earlier text CHP has identified the costs directly to CHP to administer this program for the City of Franklin. These costs are broken down to reflect the plans of installing new water lines for the three units in conjunction with the additional Group Home on 254 Natchez Street.

Cost to perform project

City of Franklin charges for new water taps 3@ \$8023.20	\$24,069.60
Dig and lay new water lines and tie in to all new meters	\$ 4,800.00
Repave Driveway after lines are installed	\$15,928.00
Clean up and yard repair	\$ 1,800.00
Supervision Cost	\$ 800.00
Total Cost	\$47,397.60

Revenue to fund project

THDA/Housing Trust Fund grant (funded)	\$12,000.00
CHP/Williamson County (funded)	\$ 3,397.60
Avenue Bank Loan (funded)	\$12,000.00
City of Franklin Grant	\$20,000.00
Total Revenue	\$47,397.60

The City of Franklin funding of this project provides the last line in providing these essential city services to this project.

RESOLUTION 2016-69

A RESOLUTION TO ADOPT THE PROJECT LIST FOR PHASE I OF THE FY 2017-2026 CIP (CAPITAL INVESTMENT PROGRAM)

WHEREAS, the Board of Mayor and Aldermen (BOMA) has determined that the FY 2017-2026 Capital Investment Program (CIP) as has been presented represents their intent as to the capital projects needing to be accomplished within the next several years; and

WHEREAS, the BOMA has reviewed the FY 2017-2026 CIP and ranked its top nine (9) priority projects for consideration of funding; and

WHEREAS, the BOMA has provided adequate funding capacity for these projects through a variety of sources including the Invest Franklin initiative; and

WHEREAS, City Staff has recommended and presented to the BOMA the FY 2017-2026 Capital Funding Model for consideration inclusive of many internal and external sources which can be leveraged to fund the projects itemized below to maximize available funding.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the following FY 2017-2026 CIP projects be approved for funding for the approximate amounts shown below utilizing funding as recommended by City Staff:

1. East McEwen (Phase IV)	\$27,478,800
2. East / Southeast Multipurpose Park	\$13,200,000
3. Sidewalk "Gaps"	\$ 1,250,000
4. Fire Station 7	\$ 4,330,000
5. Franklin Road Improvements	\$14,340,000
6. Goose Creek Interchange Lighting	\$ 870,000
7. Major Street Resurfacing	\$ 5,400,000
8. Public Safety Communications System	\$ 4,600,000
9. Mallory Station / Royal Oaks / Liberty Pike Intersection Improvements (Phase 1)	\$ 2,200,000

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that those capital improvement projects listed in the FY 2017-2026 CIP not designated as being funded by this Resolution will be continually evaluated on a case by case basis and in accordance with the established priority rankings for funding should additional funds be made available or those projects slated for funding are delayed and the designated funding not be needed at the present time.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY
City Administrator

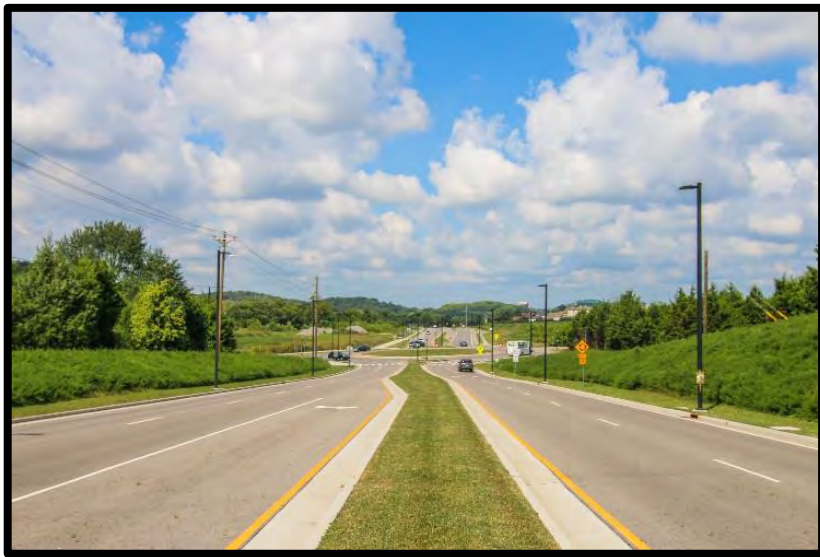
By: _____

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley City Attorney



Capital Investment Program

**** DRAFT ****
9/30/2016

FY2017-2026



Phase I CIP Projects

FY 2017-2026 CIP - BOMA Selections - Non-Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Total Votes (X of 9)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
PK16014	East/Southeast Multipurpose Park	Parks & Recreation	Pending	4	\$ 13,200,000.00	8	\$ 13,200,000.00	1
ST16007	East McEwen Drive Improvements - Phase 4	Transportation	Active	4	\$ 26,428,800.00	8	\$ 39,628,800.00	2
ST16037	Sidewalk Gaps	Transportation	Pending	4	\$ 1,250,000.00	8	\$ 40,878,800.00	3
FD16001	Fire Station 7 (Goose Creek Area)	Facilities	Active	4	\$ 4,330,000.00	7	\$ 45,208,800.00	4
ST16009	Franklin Road Improvements & Streetscape	Transportation	Active	4	\$ 14,340,000.00	7	\$ 59,548,800.00	5
ST16002	Goose Creek Interchange Lighting	Transportation	Pending	3	\$ 870,000.00	6	\$ 60,418,800.00	6
FM16001	New City Hall	Facilities	Active	4	\$ 24,100,000.00	5	\$ 84,518,800.00	7
ST16014	Franklin Rd & Mallory Station Rd Int. Improv.	Transportation	Pending	3	\$ 3,920,000.00	5	\$ 88,438,800.00	8
PK16018	Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	Pending	4	\$ 130,000.00	4	\$ 88,568,800.00	9
PK16020	Bicentennial Park Schematic Design & Construction	Parks & Recreation	Active	4	\$ 1,905,000.00	4	\$ 90,473,800.00	10
ST16030	Sidewalk Lewisburg Ave	Transportation	Pending	4	\$ 580,000.00	4	\$ 91,053,800.00	11
PK16002	Main Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 698,000.00	3	\$ 91,751,800.00	12
PK16008	Jim Warren Park Renovations	Parks & Recreation	Pending	3	\$ 2,885,000.00	3	\$ 94,636,800.00	13
PK16009	Liberty Park Improvements	Parks & Recreation	Pending	1	\$ 557,000.00	3	\$ 95,193,800.00	14
ST16008	East McEwen Dr. Right-Turn Bypass Lane	Transportation	Pending	4	\$ 974,400.00	3	\$ 96,168,200.00	15
ST16011	Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	Pending	3	\$ 4,440,000.00	3	\$ 100,608,200.00	16
ST16017	Long Lane/Old Peytonsville Rd Connector at I-65	Transportation	Active	3	\$ 12,790,000.00	3	\$ 113,398,200.00	17
ST16031	Liberty Pike Sidewalk	Transportation	Pending	3	\$ 102,000.00	3	\$ 113,500,200.00	18
ST16038	Maioir Street Resurfacing	Transportation	Pending	2	\$ 13,800,000.00	3	\$ 127,300,200.00	19
PK16001	Hayes Home Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 718,500.00	2	\$ 128,018,700.00	20
PK16010	Splash Pad	Parks & Recreation	Pending	1	\$ 600,000.00	2	\$ 128,618,700.00	21
PK16013	Greenway & Bridge (Harlinsdale to Fulton Greer)	Parks & Recreation	Pending	3	\$ 652,944.00	2	\$ 129,271,644.00	22
ST16012	East McEwen Drive Extension - Phase 5	Transportation	Active	1	\$ 12,587,800.00	2	\$ 141,859,444.00	23
ST16015	Carothers Parkway Widening (Falcon Creek to SR-96)	Transportation	Pending	3	\$ 16,676,000.00	2	\$ 158,535,444.00	24
ST16019	N Royal Oaks Blvd (Alexander Plaza to Liberty Pk)	Transportation	Pending	1	\$ 8,688,400.00	2	\$ 167,223,844.00	25
ST16028	Clovercroft Road (SR96 to Oxford Glen)	Transportation	Pending	3	\$ 14,458,150.00	2	\$ 181,681,994.00	26
ST16029	Multi-Use Trail S Royal Oaks	Transportation	Pending	1	\$ 810,000.00	2	\$ 182,491,994.00	27
TOC16001	Carothers Parkway (South) ITS Extension	Transportation	Pending	4	\$ 1,375,000.00	2	\$ 183,866,994.00	28
TOC16002	ITS Camera at Columbia Ave & Mack Hatcher Pkwy	Transportation	Pending	2	\$ 85,000.00	2	\$ 183,951,994.00	29
PK16004	North Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	2	\$ 689,400.00	1	\$ 184,641,394.00	30
PK16005	Harlinsdale Visitor Center & Museum	Parks & Recreation	Pending	2	\$ 3,100,760.00	1	\$ 187,742,154.00	31
PK16006	Worker House I & II (Harlinsdale)	Parks & Recreation	Pending	2	\$ 342,000.00	1	\$ 188,084,154.00	32
PK16012	Greenway (Pinkerton to Bicentennial)	Parks & Recreation	Pending	3	\$ 5,710,126.00	1	\$ 193,794,280.00	33
PK16016	Lockwood Glen Park	Parks & Recreation	Pending	2	\$ 210,750.00	1	\$ 194,005,030.00	34
PK16019	Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	Pending	2	\$ 128,000.00	1	\$ 194,133,030.00	35

FY 2017-2026 CIP - BOMA Selections - Non-Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Total Votes (X of 9)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
ST16004	Carothers Parkway Extension	Transportation	Pending	1	\$ 5,172,000.00	1	\$ 199,305,030.00	36
ST16006	Jordan Road Improvements	Transportation	Active	4	\$ 2,062,000.00	1	\$ 201,367,030.00	37
ST16013	Aspen Grove Dr & Seaboard Ln Intersection Improv.	Transportation	Active	2	\$ 1,708,000.00	1	\$ 203,075,030.00	38
ST16016	Lewisburg Pike Imp. (Donelson Crk Pkwy to SR-397)	Transportation	Pending	3	\$ 12,720,000.00	1	\$ 215,795,030.00	39
ST16018	S. Margin Infrastructure Upgrades (1st to Columbia)	Transportation	Pending	4	\$ 7,393,680.00	1	\$ 223,188,710.00	40
ST16022	Carothers Parkway Widening (Long Lane to Falcon Creek)	Transportation	Pending	3	\$ 9,435,629.00	1	\$ 232,624,339.00	41
ST16024	Multi-Use Trail Mack Hatcher (Franklin to Hillsboro)	Transportation	Pending	3	\$ 2,295,000.00	1	\$ 234,919,339.00	42
ST16025	Multi-Use Trail Oxford Glen Dr (Dalily to McEwen)	Transportation	Pending	3	\$ 870,000.00	1	\$ 235,789,339.00	43
ST16026	Multi-Use Trail Forrest Crossing Blvd	Transportation	Pending	3	\$ 375,000.00	1	\$ 236,164,339.00	44
ST16027	Boyd Mill Ave (Downs to SR96W)	Transportation	Pending	2	\$ 7,421,542.00	1	\$ 243,585,881.00	45
ST16032	West Main Street (Natchez St to Downs Blvd)	Transportation	Pending	4	\$ 8,752,750.00	1	\$ 252,338,631.00	46
ST16034	Jordan Road (McEwen - Liberty)	Transportation	Pending	1	\$ 2,400,000.00	1	\$ 254,738,631.00	47
ST16036	Hillsboro Road Temporary Sidewalk	Transportation	Pending	1	\$ 550,000.00	1	\$ 255,288,631.00	48
TOC16003	ITS Camera at Franklin Rd & Mallory Station Rd	Transportation	Pending	2	\$ 85,000.00	1	\$ 255,373,631.00	49
TOC16007	Lewisburg Pike ITS Extension	Transportation	Pending	1	\$ 150,000.00	1	\$ 255,523,631.00	50
PK16003	Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	Pending	1	\$ 549,000.00	0		
PK16007	North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	Pending	1	\$ 292,500.00	0		
PK16011	Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	Pending	3	\$ 907,255.00	0		
PK16017	Greenway (Lewisburg to I-65/Harpeth River)	Parks & Recreation	Pending	1	\$ 3,300,000.00	0		
ST16001	Carlisle Lane Improvements	Transportation	Pending	1	\$ 4,186,000.00	0		
ST16003	Peytonsville Road Extension	Transportation	Pending	1	\$ 16,812,000.00	0		
ST16005	Peytonsville Rd & Pratt Ln Intersection Improv.	Transportation	Pending	1	\$ 5,016,000.00	0		
ST16010	Beta Drive Extension	Transportation	Pending	1	\$ 4,306,000.00	0		
ST16020	Multi-Use Trail SR-96W (Vera Valley Dr to 9th Ave)	Transportation	Pending	2	\$ 1,913,867.00	0		
ST16021	Multi-Use Trail (Mack Hatcher Pkwy to EFBP)	Transportation	Pending	1	\$ 1,987,451.00	0		
ST16023	Multi-Use Trail 1st Ave (South Margin to Bridge)	Transportation	Pending	1	\$ 1,470,000.00	0		
ST16033	Carters Creek Pk (Old Carters Creek - Downs Blvd)	Transportation	Pending	2	\$ 23,287,500.00	0		
ST16035	Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	Pending	2	\$ 17,900,000.00	0		
TOC16004	Hillsboro Road ITS Extension	Transportation	Pending	3	\$ 700,000.00	0		
TOC16005	Highway 96 West ITS Extension - Phase 1	Transportation	Pending	1	\$ 285,000.00	0		
TOC16006	Highway 96 West ITS Extension - Phase 2	Transportation	Pending	1	\$ 310,000.00	0		

BOMA Ranking: 1

Project #	PK16014
Project Name	East/Southeast Multipurpose Park

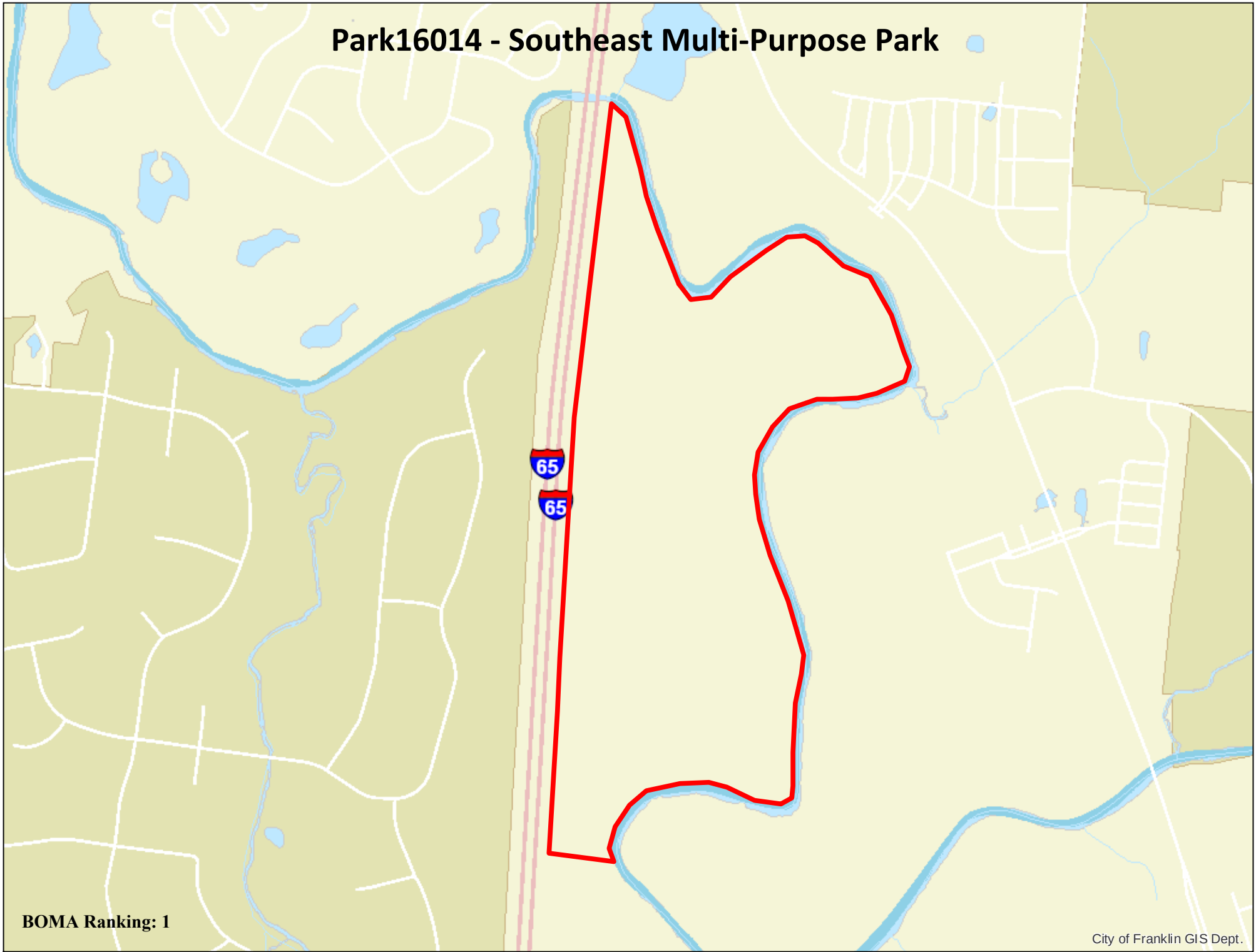
Department	Parks
Contact	Park Director
Type	New
Useful Life	20+
Category	Parks and Recreation
Priority	4 Star Project
Status	Pending

Description	Total Cost \$13,200,000
This section of greenway will transition to a multi-use pathway in certain sections. The trail will connect to the proposed Mack Hatcher multi-use pathway in the future. The intersection of Mack Hatcher and Lewisburg Pike will be particularly difficult to manage but an at-grade crossing is proposed at this traffic light. From Mack Hatcher, the trail will continue south along Lewisburg Pike until it heads east near the intersection of Donelson Creek Parkway along the southern edge of the Waters Edge development to the Harpeth River. The trail will again say along the south side of the Harpeth until Five Mile Creek. A bridge crossing to the East side of Five Mile Creek provides an opportunity to connect via easements south to Berry Farms.	
Justification	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	1,200,000										1,200,000
Construction		4,000,000	4,000,000	4,000,000							12,000,000
Total	1,200,000	4,000,000	4,000,000	4,000,000							13,200,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Parkland Dedication	1,200,000	4,000,000	4,000,000	4,000,000							13,200,000
Total	1,200,000	4,000,000	4,000,000	4,000,000							13,200,000

Park16014 - Southeast Multi-Purpose Park



BOMA Ranking: 1

BOMA Ranking: 2

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

Department Streets
Contact Engineering Director
Type Improvement
Useful Life 20+
Category Transportation
Priority 4 Star Project
Status Active

Description	Total Cost \$26,428,800
Improvement of East McEwen Drive, from 800 feet east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to Wilson Pike (SR-252). The project shall be constructed as a four (4) lane, median divided facility with turn lanes as required. Project shall include: access management (as allowable), curb & gutter, street lights, ITS Infrastructure, and accomodations for pedestrians and bicycles. Approximate project length of 8,200 LF.	
Justification	Congestion Mitigation: The Cools Springs Area is a major employment area within middle TN. As development continues along Carothers Parkway so does the AADT on McEwen Drive. McEwen Drive is an important East / West Connector between Nolensville, La Vergne, Smyrna and Rutherford County. In the last few years the Board has approved 5.2 Million SF of Office, 450,000 SF of retail, 700 hotel rooms and 2,418 multifamily units at the Carothers and McEwen Intersection alone. Improving this roadway will help to significantly reduce congestion for commuters trying to access the Cool Springs area. Safety: This rural roadway is an important East / West Connector between Nolensville, La Vergne, Smyrna and Rutherford County. This roadway has significate vertical and horizontal issues that need corrected to improve safety. Economic Development: The City has invested heavily in the Carothers McEwen area over the last few years. We are now seeing the private market invest millions of dollars into office and retail space along Carothers Parkway. These upgrades are needed to reduce congestion and improve safety so that we can retain and attract new businesses long term.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	100,000										100,000
ROW and Easements	2,500,000	1,000,000									3,500,000
Construction Engineering / Inspection			500,000	500,000							1,000,000
Construction			10,914,400	10,914,400							21,828,800
Total	2,600,000	1,000,000	11,414,400	11,414,400							26,428,800

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Road Impact Fees	2,600,000	1,000,000	10,688,830	10,688,830							24,977,660
Stormwater			545,720	545,720							1,091,440
Wastewater Renewal			179,850	179,850							359,700
Total	2,600,000	1,000,000	11,414,400	11,414,400							26,428,800

ST16007 - East McEwen Drive Improvement



BOMA Ranking: 2

City of Franklin GIS Dept

BOMA Ranking: 15

Project #	ST16008
Project Name	East McEwen Dr. Right-Turn Bypass Lane

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Pending

Description	Total Cost \$974,400
Improvement of roudabout at East McEwen Drive and Cool Springs Boulevard/Oxford Glen Drive. The project consists of the construction of a riight-turn bypass lane for westbound motorists turning right from East McEwen Drive onto Cool Springs Boulevard. Approximate project length of 1,000 LF.	
Justification	
Congestion Mitigation: The Cools Springs Area is a major employment area within Middle TN. As development continues along Carothers Parkway so does the AADT on McEwen Drive. McEwen Drive is an important East / West Connector between Nolensville, La Vergne, Smyrna and Rutherford County. In the last few years the Board has approved 5.2 Million SF of Office, 450,000 SF of retail, 700 hotel rooms and 2,418 multifamily units at the Carothers and McEwen Intersection alone. Improving this intersection will help to significantly reduce congestion for commuters trying to access the Cool Springs area.	
Safety: This roundabout has one of the highest crash rates within the city. The high crash rate is probably due to lack of public understanding of how to drive through a roundabout and the high volume of traffic utilizing this roundabout. The addition of right-turn bypass lane is anticipated to reduce both congestion and accidents at this intersection.	
Economic Development: The City has invested heavily in the Carothers McEwen area over the last few years. We are now seeing the private market invest millions of dollars into office and retail space along Carothers Parkway. These upgrades are needed to reduce congestion and improve safety so that we can retain and attract new businesses long term.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	70,000										70,000
ROW and Easements		350,000									350,000
Construction Engineering / Inspection			59,400								59,400
Construction			495,000								495,000
Total	70,000	350,000	554,400								974,400

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Road Impact Fees	70,000	350,000	529,650								949,650
Stormwater			24,750								24,750
Total	70,000	350,000	554,400								974,400

ST16008 - East McEwen Dr. Right Turn Bypass Lane



BOMA Ranking: 3

Project #	ST16037
Project Name	Sidewalk Gaps

Department	Streets
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Pending

Description	Total Cost \$1,250,000
Annual budget of \$250,000 over a 5-year period to "fill-in" gaps in the existing sidewalk network.	
Justification	
Segments of sidewalk that do not have logical connections (e.g gaps) exist in many areas around the City. An dedicated budget item on an annual basis would allow the City the opportunity to complete existing sidewalk networks by "filling-in" these gaps.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Construction	250,000	250,000	250,000	250,000	250,000						1,250,000
Total	250,000	250,000	250,000	250,000	250,000						1,250,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General	250,000	250,000	250,000	250,000	250,000						1,250,000
Total	250,000	250,000	250,000	250,000	250,000						1,250,000

This Page Intentionally Blank

BOMA Ranking: 4

Project #	FD16001
Project Name	Fire Station 7 (Goose Creek Area)

Department	Fire
Contact	Fire Chief
Type	New
Useful Life	20+
Category	Emergency Services
Priority	4 Star Project
Status	Active

Description	Total Cost \$4,330,000
New Fire Station at the Williamson County AG Complex	
Justification	
The City currently operates a temporary fire station at the Williamson County AG Complex. This temporary fire station needs to be replaced with a permanent facility.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	80,000										80,000
Construction Engineering / Inspection		250,000									250,000
Construction		3,900,000									3,900,000
Equip/Vehicles/Furnishings			100,000								100,000
Total	80,000	4,150,000	100,000								4,330,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Facilities Tax	80,000	4,150,000	100,000								4,330,000
Total	80,000	4,150,000	100,000								4,330,000



BOMA Ranking: 4

BOMA Ranking: 5

Project # ST16009
Project Name Franklin Road Improvements & Streetscape

Department Streets
Contact Engineering Director
Type Improvement
Useful Life 20+
Category Transportation
Priority 4 Star Project
Status Active

Description**Total Cost** \$14,340,000

Improvement of Franklin Road, from the bridge at the Harpeth River to Hooper Lane. The project shall be constructed as a three (3) facility. Project shall include: curb & gutter, street lights, ITS Infrastructure, sidewalks, and typical streetscape elements. Approximate project length of 3,500 LF.

Justification

Congestion Mitigation: This project will provide limited congestion mitigation as it relates to vehicular traffic.

Safety: Pedestrian safety and utility upgrades are on the primary reasons for moving this project forward. This project will provide a safe way for pedestrians to access Harlinsdale Farm, Jamison Station and the Factory. As more events are moved to Harlinsdale Farm the priority of this project continues to increase.

Economic Development: Downtown Franklin is a destination point that attracts numerous visitors and business to City. We need to continue investment within our historic downtown area to ensure that it remains a safe and walkable community to all residents and visitors

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)		50,000									50,000
ROW and Easements		2,500,000									2,500,000
Construction Engineering / Inspection			450,000	450,000							900,000
Construction			5,445,000	5,445,000							10,890,000
Total		2,550,000	5,895,000	5,895,000							14,340,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Road Impact Fees		2,550,000	4,405,450	4,405,450							11,360,900
Stormwater			272,250	272,250							544,500
Hotel/Motel Tax			750,000	750,000							1,500,000
Water Capacity			155,650	155,650							311,300
Wastewater Capacity			78,000	156,000							234,000
Water Renewal			155,650	155,650							311,300
Wastewater Renewal			78,000								78,000
Total		2,550,000	5,895,000	5,895,000							14,340,000

Capital Improvement Plan FY2017-2026

S16009 - Franklin Rd Improvements & Streetscape



BOMA Ranking: 5

BOMA Ranking: 6

Project #	ST16002
Project Name	Goose Creek Interchange Lighting

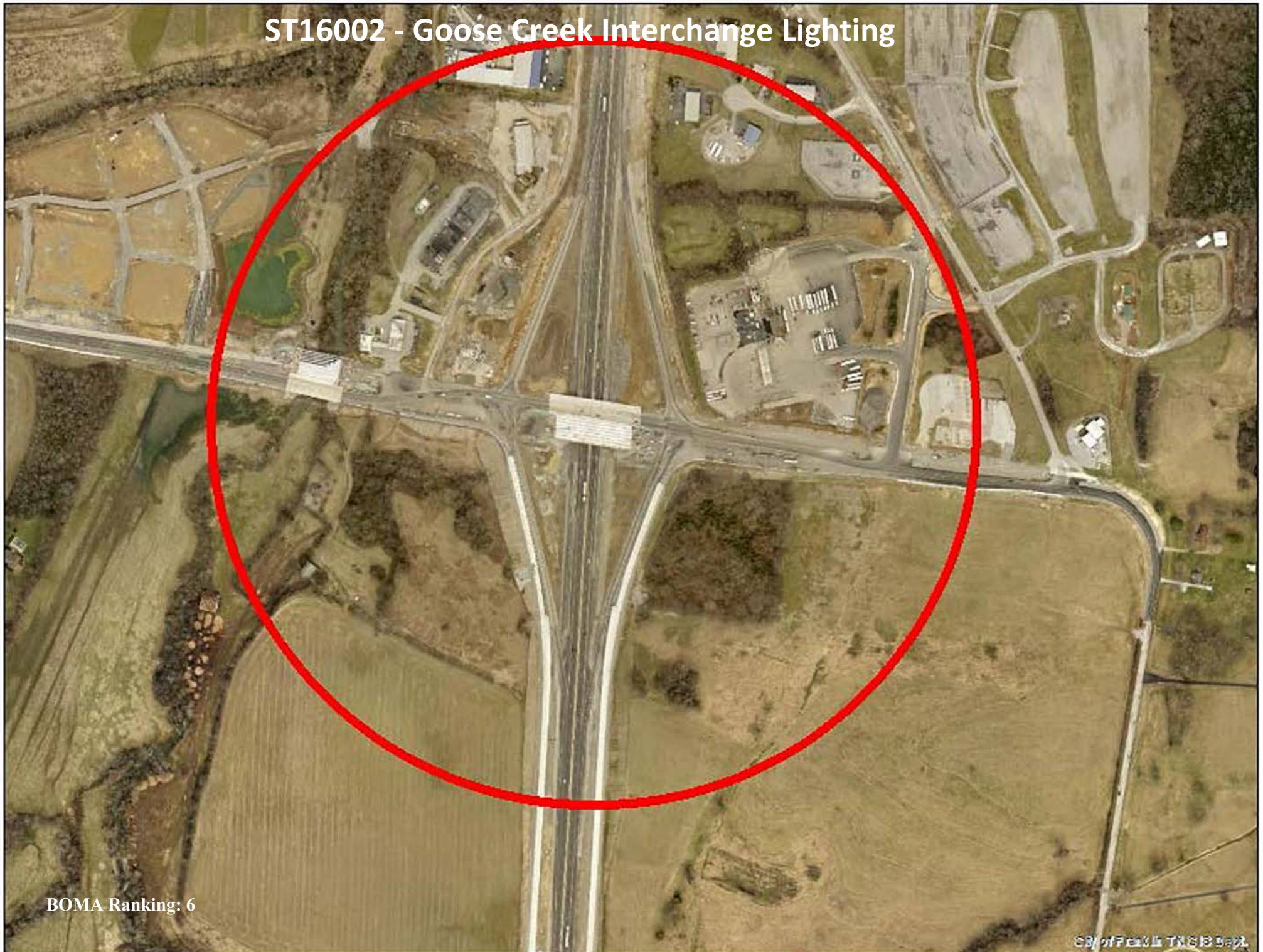
Department	Streets
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Transportation
Priority	3 Star Project
Status	Pending

Description	Total Cost \$870,000
Interchange Lighting for Goose Creek at I-65. The City will need to partner with TDOT to fund 50% of the cost associated with this project.	
Justification	Safty: Lighted interscetions and interchanges tend to have fewer crashes than unlighted intersections/interchanges. The majority of the intersection crashes at night are primarily assoicated with visibility.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)						60,000					60,000
Construction Engineering / Inspection							60,000				60,000
Construction							750,000				750,000
Total						60,000	810,000				870,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General						30,000	405,000				435,000
MPO/TDOT Funding						30,000	405,000				435,000
Total						60,000	810,000				870,000

ST16002 - Goose Creek Interchange Lighting



BOMA Ranking: 6

City of Franklin, Tennessee

BOMA Ranking: 19

Project #	ST16038
Project Name	Major Street Resurfacing

Department	Streets
Contact	Streets Director
Type	Maintenance
Useful Life	10-20 years
Category	Transportation
Priority	2 Star Project
Status	Pending

Description	Total Cost \$13,800,000
The resurfacing (e.g. paving) of major roadways within the City are proposed to be included in the Capital Investment Plan (CIP) as follows: 2017 - Cool Springs Blvd, from Mack Hatcher Pkwy to East McEwen Dr 2018 - Royal Oaks Blvd/Mallory Ln, from Mack Hatcher Pkwy to Cool Springs Blvd 2019 - Mallory Ln, from Cool Springs Blvd to Moores Ln 2020 - Liberty Pk, from Franklin Rd to Broadgate Dr/Waverly Pl 2021 - Del Rio Pk, from Cotton Ln to Hillsboro Rd 2022 - Carothers Pkwy, from Long Ln to Isabella Ln 2023 - East McEwen Dr, from Cool Springs Blvd to Wilson Pk 2024 - Boyd Mill Ave/Carlisle Ln, from SR-96W (Jim Warren Park) to Del Rio Pk As expected, any scheduled maintenance would be significantly postponed by the funding over major reconstruction projects. For example, the funding of the East McEwen Drive Phase 4 Project would eliminate the immediate need to repave that section of East McEwen Drive, as repaving would be performed as a part of the reconstruction project.	
Justification	Currently, the City of Franklin Streets Department primarily utilizes State Street Aid to fund the maintenance (e.g. paving) of City streets. The yearly shortfall in available funds for resurfacing projects forces the City to extend to time between pavement maintenance to an undesirable level (e.g. greater than 20 year cycle). To meet the needs of the entire City, large projects must be broken into many projects over a multi-year timespan. This can lead to shorter pavement life and less than desirable rideability. The inclusion of major resurfacing projects in the Capital Investment Plan (CIP) would allow the Streets Department to focus their annual budget on local streets and minor collectors. This additional funding would also allow for a shorter cycle between paving cycles, which will lead to better street conditions.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Construction	2,400,000	1,700,000	1,300,000	900,000	1,800,000	3,100,000	1,700,000	900,000			13,800,000
Total	2,400,000	1,700,000	1,300,000	900,000	1,800,000	3,100,000	1,700,000	900,000			13,800,000
Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General	2,400,000	1,700,000	1,300,000	900,000	1,800,000	3,100,000	1,700,000	900,000			13,800,000
Total	2,400,000	1,700,000	1,300,000	900,000	1,800,000	3,100,000	1,700,000	900,000			13,800,000

This Page Intentionally Blank

Possible Phase II CIP Projects

Summary of Possible Phase 2 Projects

ID	Name	BOMA Rank	Reason for consideration:
FM16001	New City Hall	7	Received 5 of 9 BOMA Votes. The Board should consider future planning for City Hall.
ST16014	Franklin Rd & Mallory Station Rd Int. Improvements	8	Received 5 of 9 BOMA Votes. Significant Peak Hour Delays at the intersection.
PK16018	Eastern Flank Circle (loop Road) Repair	9	Received 4 of 9 BOMA Votes. Roadway is a maintenance problem for the Parks Department.
PK16020	Bicentennial Park Schematic Design & Construction	10	Received 4 of 9 BOMA Votes. Staff would recommend that we look at phasing the project and work with the board to determine how to proceed.
ST13030	Sidewalk Lewisburg Ave	11	Received 4 of 9 BOMA Votes. This fills in a gap within our downtown and has been requested by the residents.
ST16011	Mallory/N Royal Oaks & Liberty Intersection Imp.	16	Significate delay anticipated at this intersection due to private development / investment along the Carothers and Mallory corridor.
ST16017	Long Lane Old Peytonsville Rd Connector	17	Significate private development / investment within the Southeast area of the City. This investment is driving the need for improved connectivity to keep up with Development.
PK16013	Greenway Harlinsdale to Cheek & Fulton Greer Park	22	Possible partnership with Friends of Franklin Park and Heritage Foundation.
TOC16001	Carothers Parkway (South) ITS Extension	28	Need to extend ITS infrastructure to the Goose Creek Area due to the number of signals and need to connect to Fire Station 7.
PK16012	Pinkerton Park to Bicentennial Park	33	Possible partnership with Friends of Franklin Park and Heritage Foundation.
ST16006	Jordan Road Improvements	37	This is a rural road in an urban environment. The Roadway needs significant upgrades.
ST16013	Aspen Grove & Seaboard Ln Intersection	38	Significant peak hour delays at this intersection. The city has applied to obtain a CMAQ grant with the Nashville area MPO.
ST16018	S. Margin Infrastructure Upgrades	40	All water, sewer and storm infrastructure needs to be replaced. This is a high priority to help with operations and maintenance of the infrastructure.
PK16020	Multiuse Trail (Vera Valley – 9 th Ave)	N/A	The City has obtained a grant from TDOT for this project. City staff recently submitted on another grant opportunity to help fund this project.
ST16005	Peytonsville Rd & Pratt Ln Intersection	N/A	The City has committed to completing this project long term.
ST16023	Multiuse Trail 1 st Ave (South Margin to Bridge)	N/A	Possible partnership with Friends of Franklin Park and Heritage Foundation.

BOMA Ranking: 7

Project #	FM16001
Project Name	New City Hall

Department	Project & Facilities Mgmt.
Contact	Engineering Director
Type	New
Useful Life	20+
Category	General Services
Priority	3 Star Project
Status	Pending

Description	Total Cost \$24,100,000
New City Hall Building	
Justification	The City has assessed the need for a new City Hall and believes that the existing City Hall is inadequate to meet present and foreseeable future needs, given the rapid growth and increased demand for superior municipal services in Franklin.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)					400,000	400,000					800,000
Construction Engineering / Inspection							400,000	400,000			800,000
Construction							11,000,000	11,000,000			22,000,000
Equip/Vehicles/Furnishings									500,000		500,000
Total					400,000	400,000	11,400,000	11,400,000	500,000		24,100,000
Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Facilities Tax					400,000	400,000	11,400,000	11,400,000	500,000		24,100,000
Total					400,000	400,000	11,400,000	11,400,000	500,000		24,100,000



BOMA Ranking: 8

Project # ST16014

Project Name Franklin Rd & Mallory Station Rd Int. Improv.

Department Streets
Contact Engineering Director
Type Improvement
Useful Life 20+
Category Transportation
Priority 3 Star Project
Status Pending

Description **Total Cost** \$3,920,000

Reconstruction of intersection at Franklin Road (SR-6/US-31) and Mallory Station Road to allow for more efficient peak hour movements. Approximate project length of 1,000 LF.

Justification

Congestion Mitigation: Capacity at this intersection is approaching failures and it currently has significant peak hour delays.

Safety: No existing safety concerns at this intersection. Pedestrian facilities should be incorporated to the intersection improvement to comply with the City's master plan.

Economic Development: Redevelopment and future economic development along this corridor is limited. This improvement is needed to maintain our high quality of life by reducing congestion and improving safety along this Major Arterial Roadway.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)			216,000								216,000
ROW and Easements				680,000							680,000
Construction Engineering / Inspection					324,000						324,000
Construction					2,700,000						2,700,000
Total			216,000	680,000	3,024,000						3,920,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General			108,000	340,000	1,444,500						1,892,500
Road Impact Fees			108,000	340,000	1,444,500						1,892,500
Stormwater					135,000						135,000
Total			216,000	680,000	3,024,000						3,920,000

ST 16014 - Franklin Rd & Mallory Station Rd



BOMA Ranking: 8

City of Franklin, SD Sept

BOMA Ranking: 9

Project #

PK16018

Project Name

Eastern Flank Circle (Loop Road) Repair

Department

Parks

Contact

Park Director

Type

Improvement

Useful Life

20+

Category

Parks and Recreation

Priority

3 Star Project

Status

Pending

Description

Total Cost \$130,000

Cover existing DBST with West TN Mix

Justification

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Construction	130,000										130,000
Total	130,000										130,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Hotel/Motel Tax	130,000										130,000
Total	130,000										130,000

Park16018 – Eastern Flank Circle Repair



BOMA Ranking: 10

Project #	PK16020
Project Name	Bicentennial Park Schematic Design & Construction

Department	Parks
Contact	Park Director
Type	Improvement
Useful Life	20+
Category	Parks and Recreation
Priority	4 Star Project
Status	Active

Description	Total Cost \$1,905,000
Located at 214 N. Margin St.: Update the current 2008 master plan and design for construction of a paving system or ground cover for the park surrounding the Bicentennial park pavilion, east side of the park and the Worley property if purchased by the City. Design and prepare construction documents to include but not limited to soil testing, stormwater management needs, vehicular load requirements, local regulations and flood restrictions. Project areas are highlighted.	
Justification	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	145,000										145,000
Construction Engineering / Inspection		100,000	100,000								200,000
Construction		780,000	780,000								1,560,000
Total	145,000	880,000	880,000								1,905,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Hotel/Motel Tax	145,000	880,000	880,000								1,905,000
Total	145,000	880,000	880,000								1,905,000

This Page Intentionally Blank

BOMA Ranking: 11

Project #	ST16030
Project Name	Sidewalk Lewisburg Ave

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Pending

Description	Total Cost \$580,000
Build a sidewalk along the north side of Lewisburg Ave. This project will require the installation of curb and gutter, storm infastrcutre and a rebuilding at least one lane of traffic.	
Justification	
This will provide additional sidewalk in our downtown and provide connectivity to Thompson Alley and the Park.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	80,000										80,000
ROW and Easements		100,000									100,000
Construction			400,000								400,000
Total	80,000	100,000	400,000								580,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General	80,000	100,000	400,000								580,000
Total	80,000	100,000	400,000								580,000

ST16030 - Sidewalk Lewisburg Ave

Lewisburg Ave

Stewart St

Thompson Al

BOMA Ranking: 11

BOMA Ranking: 16

Project #	ST16011
Project Name	Mallory/N Royal Oaks & Liberty Intersection Imp.

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	3 Star Project
Status	Pending

Description	Total Cost \$4,440,000
Intersection improvements to North Royal Oaks Boulevard, Liberty Pike and Mallory Lane. This intersection is projected to be at a failure level in the next 3-4 years based on the proposed development along Carothers Parkway. If this project is not completed, there will be significant delays at this key intersection.	
Justification	
Congestion Mitigation: It is anticipated that this roadway will reach failure levels within the next 5 years. The increased traffic is a result of all the development along Carothers Parkway and other areas within Cool Springs.	
Safety: No existing safety concerns at this intersection. Pedestrian facilities should be incorporated to the intersection improvements to comply with the Cities master plan.	
Economic Development: Redevelopment and future economic development in the Cool Springs area continues. This improvement is needed to maintain our high quality of life by reducing congestion and improving safety along this Major Arterial Roadway.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)				216,000							216,000
ROW and Easements					1,200,000						1,200,000
Construction Engineering / Inspection						324,000					324,000
Construction						2,700,000					2,700,000
Total				216,000	1,200,000	3,024,000					4,440,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Road Impact Fees				216,000	1,200,000	2,721,400					4,137,400
Stormwater						135,000					135,000
Water Capacity						55,000					55,000
Wastewater Renewal						112,600					112,600
Total				216,000	1,200,000	3,024,000					4,440,000

ST16011 - Mallory/N Royal Oaks & Liberty Intersection



BOMA Ranking: 16

City of Peachtree City, GA

BOMA Ranking: 17

Project #	ST16017
Project Name	Long Lane/Old Peytonsville Rd Connector at I-65

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	3 Star Project
Status	Active

Description	Total Cost \$12,790,000
Included in the update to the Major Thoroughfare Plan are 2 crossings of I-65. This project is one of those crossings as is intended to connect Old Peytonsville Road with Long Lane. The main advantage of this crossing is to allow for traffic interconnectivity across I-65 without having to use Goose Creek By-Pass or Highway 96. Limits of construction are from Five Mile Creek Bridge to 500 feet east of Baskin Property. Approximately 2,500 LF.	
Justification	
Congestion Mitigation: AADT on Carothers Parkway and Lewisburg Pike is expected to reach 25,000 VPD. The Board has approved numerous developments in the South East section of the City. Approvals include approximately 2,663 Single Family Units, 2,004 Multi-Family Units, 1.8 Million SF in Retail and 3.4 Million SF in Office/Civic Development. In addition TDOT has approved 7 traffic signals along Goose Creek Bypass. This option will provide an important alternative route to avoid future congestion.	
Safety: As traffic increases on Carothers Parkway and Lewisburg Pike this roadway will become increasingly important. This connection will help reduce traffic on our arterial roadways and provide options to avoid future congestion at the Goose Creek Interchange.	
Economic Development: This roadway will help future and existing businesses in the area by reducing congestion and making this an attractive place to live and work.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)				450,000							450,000
ROW and Easements					4,500,000						4,500,000
Construction Engineering / Inspection					420,000	420,000					840,000
Construction					3,500,000	3,500,000					7,000,000
Total				450,000	8,420,000	3,920,000					12,790,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General				450,000	8,032,000	3,532,000					12,014,000
Stormwater					175,000	175,000					350,000
Water Capacity					49,500						49,500
Wastewater Capacity						49,500					49,500
Reclaimed Water Capacity					90,000	90,000					180,000
Water Renewal					49,500						49,500
Wastewater Renewal					24,000	73,500					97,500
Total				450,000	8,420,000	3,920,000					12,790,000

Capital Improvement Plan FY2017-2026

ST16017 - Long Lane Old Peytonsville Rd Connector



BOMA Ranking: 17

BOMA Ranking: 22

Project #	PK16013
Project Name	Greenway & Bridge (Harlinsdale to Fulton Greer)

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

Description	Total Cost \$652,944
This trail segment connects large sections of existing trails maintained by Williamson County Parks and Recreation, formerly Chestnut Bend HOA through open space along the Harpeth and Williamson County trails through Cheek Park and Judge Fulton Greer Park. A bridge to connect the internal trails at the Park at Harlinsdale to the existing Chestnut Bend trails. Sign kiosk, trailhead at Harlinsdale, Cheek Park and at Judge Fulton Greer locations.	
Justification	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)					110,000						110,000
Construction Engineering / Inspection						537,900					537,900
Equip/Vehicles/Furnishings						5,044					5,044
Total					110,000	542,944					652,944

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Parkland Dedication					110,000	542,944					652,944
Total					110,000	542,944					652,944

Park16013 - Greenway (Harlinsdale to Cheek & Fulton Greer Park)



BOMA Ranking: 22

City of Franklin Sept

BOMA Ranking: 28

Project #	TOC16001
Project Name	Carothers Parkway (South) ITS Extension

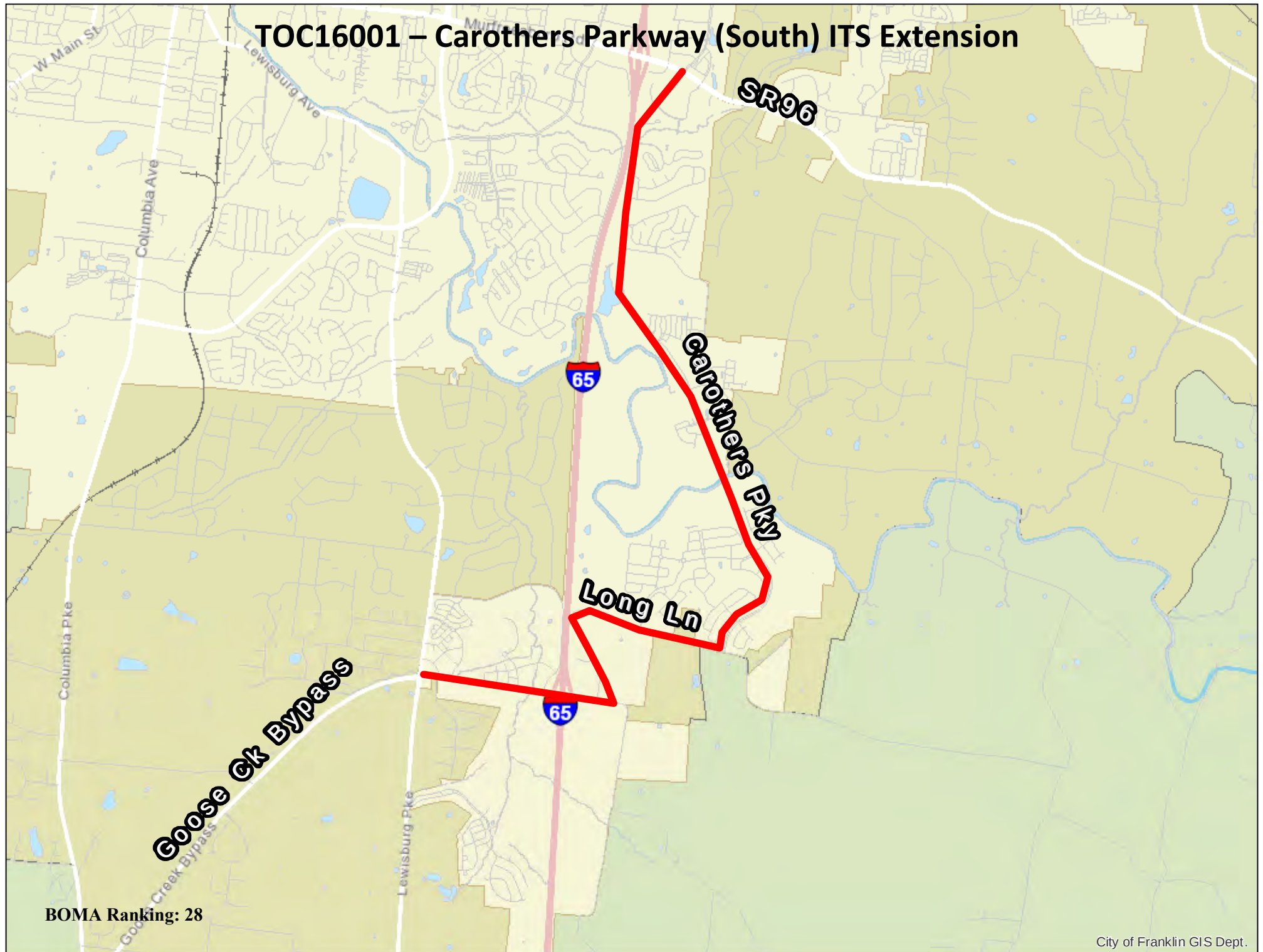
Department	Traffic Ops. Center (TOC)
Contact	Engineering Director
Type	New
Useful Life	10-20 years
Category	Transportation
Priority	4 Star Project
Status	Pending

Description	Total Cost \$1,375,000
Project includes: 35,000 LF fiber optic cable, 13,000 LF of conduit with pull boxes, and five (5) closed caption television (CCTV) cameras.	
Justification	
The project will provide communication to/from Carothers Parkway (from Long Lane to Murfreesboro Road), Fire Station 7 (Ag Center), the seven (7) intersections along Goose Creek Bypass (SR-248) and Peytonsville Road (from Lewisburg Pike to Long Lane), and the existing CCTV camera at Lewisburg Pike (SR-106/US-431). Approximate project length is 35,000 LF.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	125,000										125,000
Construction Engineering / Inspection	20,000	30,000									50,000
Construction	400,000	800,000									1,200,000
Total	545,000	830,000									1,375,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General	545,000	830,000									1,375,000
Total	545,000	830,000									1,375,000

TOC16001 – Carothers Parkway (South) ITS Extension



BOMA Ranking: 28

BOMA Ranking: 33

Project #	PK16012
Project Name	Greenway (Pinkerton to Bicentennial)

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

Description	Total Cost \$5,710,126
From the existing trails at Pinkerton Park, the Greenway would head north and west along the banks of the Harpeth River, this time hugging a small shelf below Fort Granger Park as the trail approaches Downtown Franklin. City-owned property on the north side of the Harpeth and the Battleground Academy property provide trailhead opportunities. A crosswalk over Franklin Road would be required and these would connect via sidewalk to Downtown Franklin. The Greenway continues west along the north bank of the Harpeth until it is across the Harpeth River from Bicentennial Park which connects into existing trails within Bicentennial Park along the Harpeth River to the Williamson County Recreation Center. Potential trailhead and kiosk with permeable parking at city owned property on Daniels Drive.	
Justification	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)		551,817									551,817
ROW and Easements			425,419								425,419
Construction Engineering / Inspection				459,847							459,847
Construction				4,273,043							4,273,043
Total		551,817	425,419	4,732,890							5,710,126
Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Parkland Dedication		551,817	425,419	4,732,890							5,710,126
Total		551,817	425,419	4,732,890							5,710,126

Park 16012 - (Pinkerton Park to Bicentennial Park)



BOMA Ranking: 33

BOMA Ranking: 37

Project #	ST16006
Project Name	Jordan Road Improvements

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	4 Star Project
Status	Active

Description	Total Cost \$2,062,000
Improvement of Jordan Road, from Aspen Grove Road to Mallory Lane. Reconstruction of Jordan Road to City standard two (2) lane facility with turn lanes as required. Project shall include: curb & gutter, ITS Infrastructure, and accomodations for pedestrians and bicycles. Approximate project length of 1,700 LF.	
Justification	
Congestion Mitigation: As McEwen Town Center develops out this roadway will become extremely important to help reduce traffic on Mallory Ln, Cool Springs Blvd and Mallory Lane. The developer of McEwen Town Center was required to improve Jordan Road; however, those conditions were removed by the FMPC and BOMA.	
Safety: This rural roadway is located in a very urban area and has extremely narrow lanes and significant geometric issues that need to be corrected. Ideally this would happen as McEwen Town Center develops out its remaining property.	
Economic Development: Redevelopment and future economic development in the Cool Springs area continues to occur. Upgrades are needed to reduce congestion and improve safety so that we can retain and attract new businesses long term.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)			50,000								50,000
ROW and Easements				500,000							500,000
Construction Engineering / Inspection					162,000						162,000
Construction					1,350,000						1,350,000
Total			50,000	500,000	1,512,000						2,062,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General			50,000	500,000	1,418,100						1,968,100
Stormwater					67,500						67,500
Wastewater Renewal					26,400						26,400
Total			50,000	500,000	1,512,000						2,062,000

ST16006 - Jordan Road Improvement



BOMA Ranking: 37

City of Franklin GIS Dept.

BOMA Ranking: 38

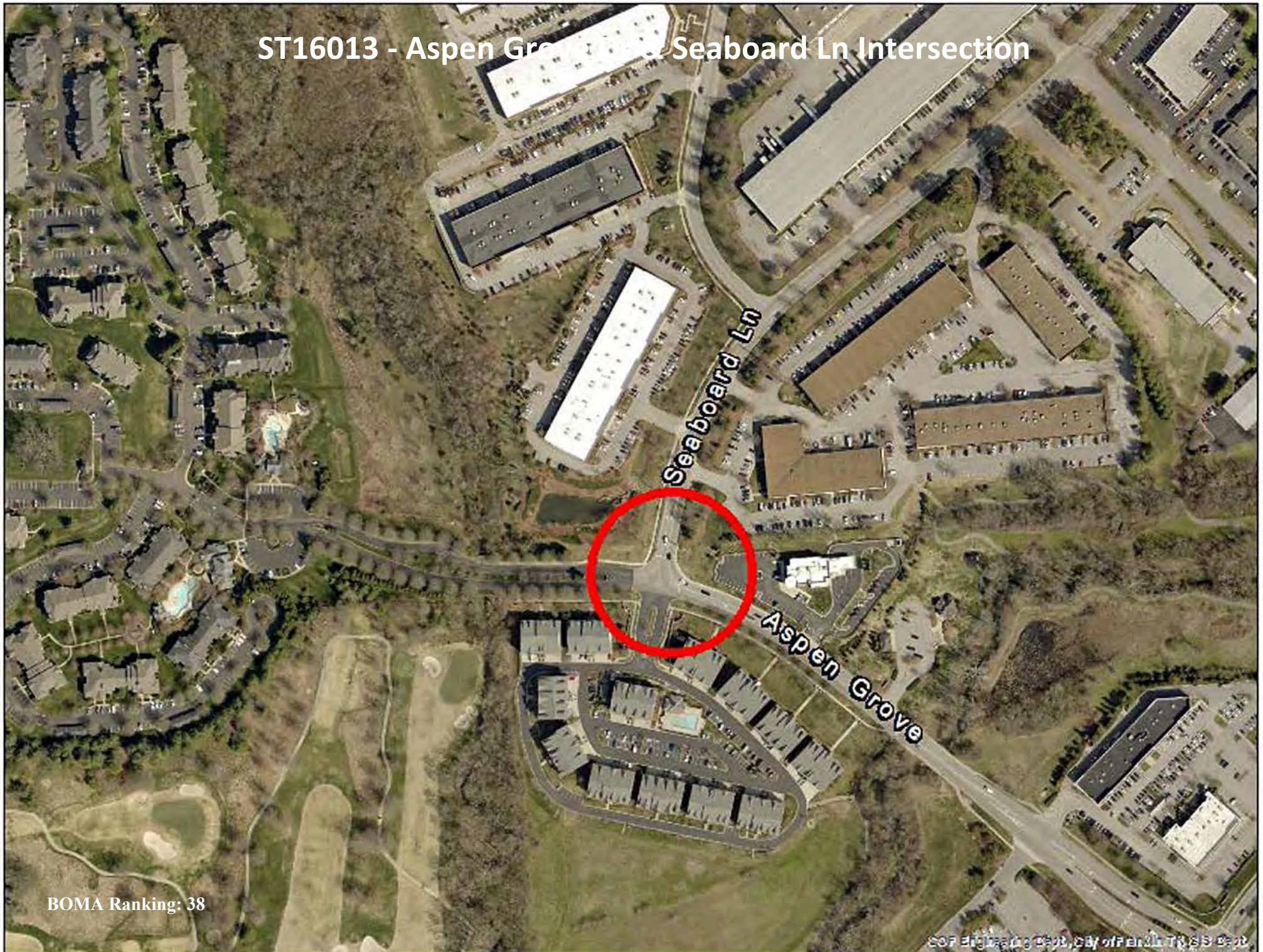
Project #	ST16013
Project Name	Aspen Grove Dr & Seaboard Ln Intersection Improv.

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Active

Description	Total Cost \$1,708,000
Reconstruction of intersection at Aspen Grove Drive and Seabord Lane to allow for more efficient peak hour movements. Approximate project length of 1,000 LF.	
Justification	
Congestion Mitigation: Capacity at this intersection is at failure levels during both the AM and PM peak hours. The Board has funded a project for city staff to evaluate and make recommendations to the full BOMA on possible solutions.	
Safety: Pedestrian facilities should be incorporated into the intersection improvement project to comply with the Cities long range master plan.	
Economic Development: Redevelopment and future economic development along this corridor is possible. Upgrades are needed to reduce congestion so that we can retain and attract new businesses long term.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)				50,000							50,000
ROW and Easements					650,000						650,000
Construction Engineering / Inspection						108,000					108,000
Construction						900,000					900,000
Total				50,000	650,000	1,008,000					1,708,000
Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General				50,000	650,000	963,000					1,663,000
Stormwater						45,000					45,000
Total				50,000	650,000	1,008,000					1,708,000

ST16013 - Aspen Grove & Seaboard Ln Intersection



BOMA Ranking: 38

BOMA Ranking: 40

Project # ST16018
Project Name S. Margin Infastructure Upgrades (1st - Columbia)

Department Streets
Contact
Type Improvement
Useful Life 20+
Category Transportation
Priority 4 Star Project
Status Pending

Description

Total Cost \$7,393,680

This project is to upgrade Sanitary Sewer, Water and Stormwater infrastructure in our historic downtown area. We are having issues with all utilities along this corridor and they are in need of upgrades and replacement.

The existing stormwater system mainly consists of a series of intermittent roadside ditches and culverts. This area has been a problem since the early 90's with no improvements made. The roadways lack drainage infrastructure. This infrastructure is needed to help protect localized flooding during heavy rain events. This project would also include the install of a water quality feature at the Harpeth River. The goal is to extend infrastructure into the Parkview Area to address localized flooding

Justification

Congestion Mitigation: Congestion along S. Margin Street is very heavy during peak hours and events. This project would not increase vehicular capacity but would provide need and key pedestrian connections within our historic downtown area.

Safety: Providing sidewalks and street lights in our historic downtown area will help ensure our downtown remains a safe and walkable community.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)	171,456	171,456									342,912
ROW and Easements			2,250,000								2,250,000
Construction Engineering / Inspection				514,368							514,368
Construction				4,286,400							4,286,400
Total	171,456	171,456	2,250,000	4,800,768							7,393,680

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General	171,456	171,456	2,250,000	3,220,158							5,813,070
Stormwater				642,960							642,960
Water Renewal				294,690							294,690
Wastewater Renewal				642,960							642,960
Total	171,456	171,456	2,250,000	4,800,768							7,393,680

ST16018 - S. Margin Infrastructure Upgrades



BOMA Ranking: 40

BOMA Ranking: N/A

Project #	ST16020
Project Name	Multi-Use Trail SR-96W (Vera Valley Dr - 9th Ave)

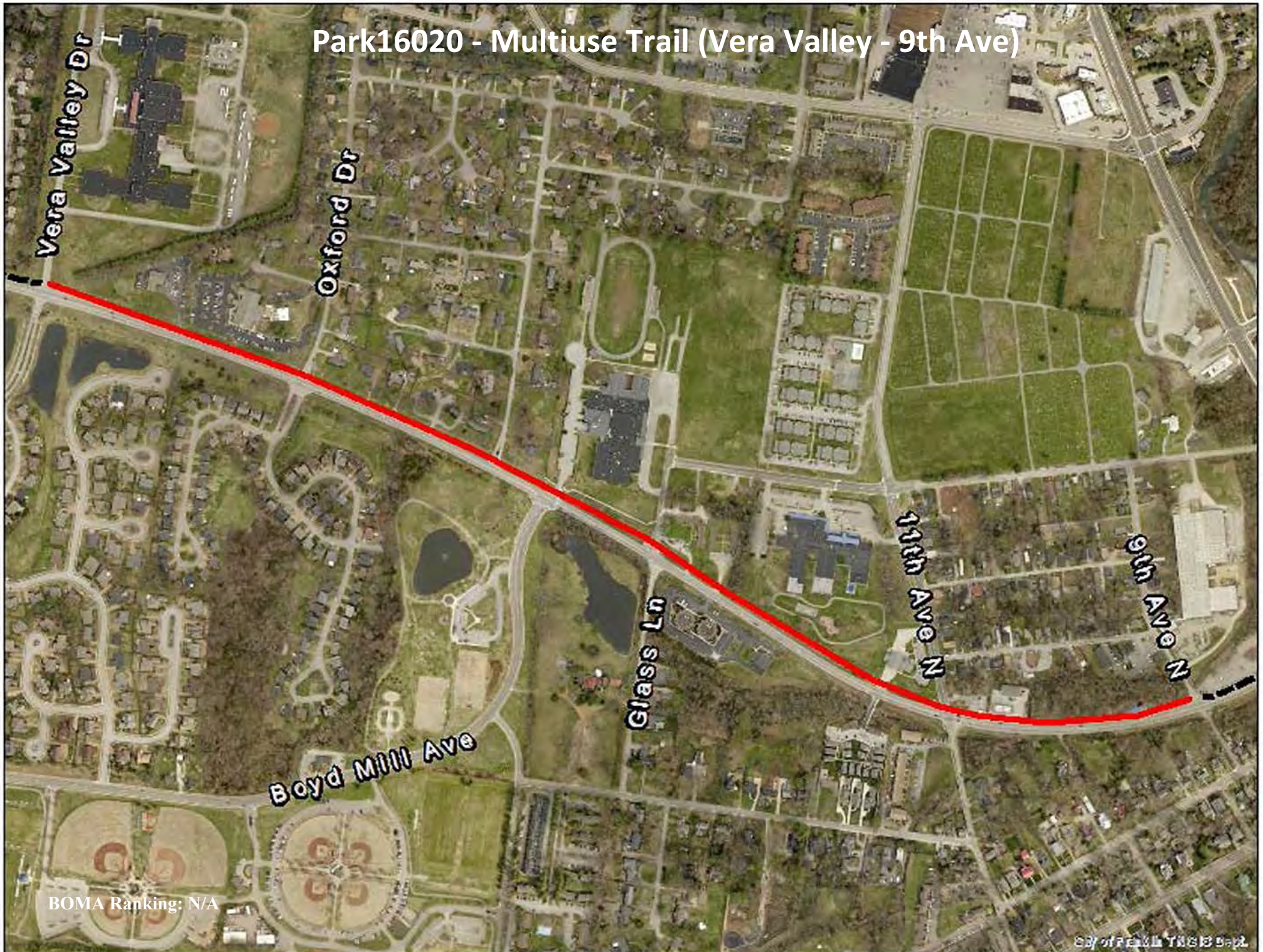
Department	Streets
Contact	Engineering Director
Type	New
Useful Life	20+
Category	Transportation
Priority	2 Star Project
Status	Pending

Description	Total Cost \$1,913,867
Extend ten (10) foot multi-use trail from Vera Valley Drive to 9th Avenue in Downtown Franklin. Approximate project length is 5,800 LF.	
Justification	
This project will provide pedestrian, bicycling access to Freedom Middle School, Freedom Intermediate School from the neighborhoods surrounding Hwy 96 West. Two other schools exist with in the vicinity of this trail – Poplar Grove School and Johnson Elementary. Students from these two schools will also benefit as they will have access to this trail (if it is constructed). Also, Jim Warren Park, three subdivisions (Clairemonte, Spencer Hall, West Field Estates) and two churches (The Church of West Franklin, The Kingdom Hall of Jehovah’s Witness) and a Fire Station are located along SR 96, with in this project vicinity.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)					97,591						97,591
ROW and Easements						450,000					450,000
Construction Engineering / Inspection							146,386				146,386
Construction							1,219,890				1,219,890
Total					97,591	450,000	1,366,276				1,913,867

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General					97,591	450,000	1,305,282				1,852,873
Stormwater							60,994				60,994
Total					97,591	450,000	1,366,276				1,913,867

Park16020 - Multiuse Trail (Vera Valley - 9th Ave)



BOMA Ranking: N/A

BOMA Ranking: N/A**Project #** ST16005**Project Name** Peytonsville Rd & Pratt Ln Intersection Improv.**Department** Streets**Contact** Engineering Director**Type** Improvement**Useful Life** 20+**Category** Transportation**Priority** 1 Star Project**Status** Pending**Description****Total Cost** \$5,016,000

Reconstruction of the intersection of Peytonsville Road and Pratt lane to a conventional T-intersection. The included section Old Peytonsville Road shall be reconstruction as a four (4) lane, median divided facility, while the included section of Pratt Lane shall be reconstructed as a two (2) lane facility. Both streets shall have turn lanes as required. Project shall include: access management (as allowable), curb & gutter, ITS Infrastructure, and accomodations for pedestrians and bicycles. Approximate project length of 2,300 LF.

Justification

Congestion Mitigation: Peytonsville Road provides access between SR840 and the Goose Creek Interchange. Traffic will increase in this area as development continues. In addition this roadway will see heavy traffic when accidents occur on SR-840 and I-65.

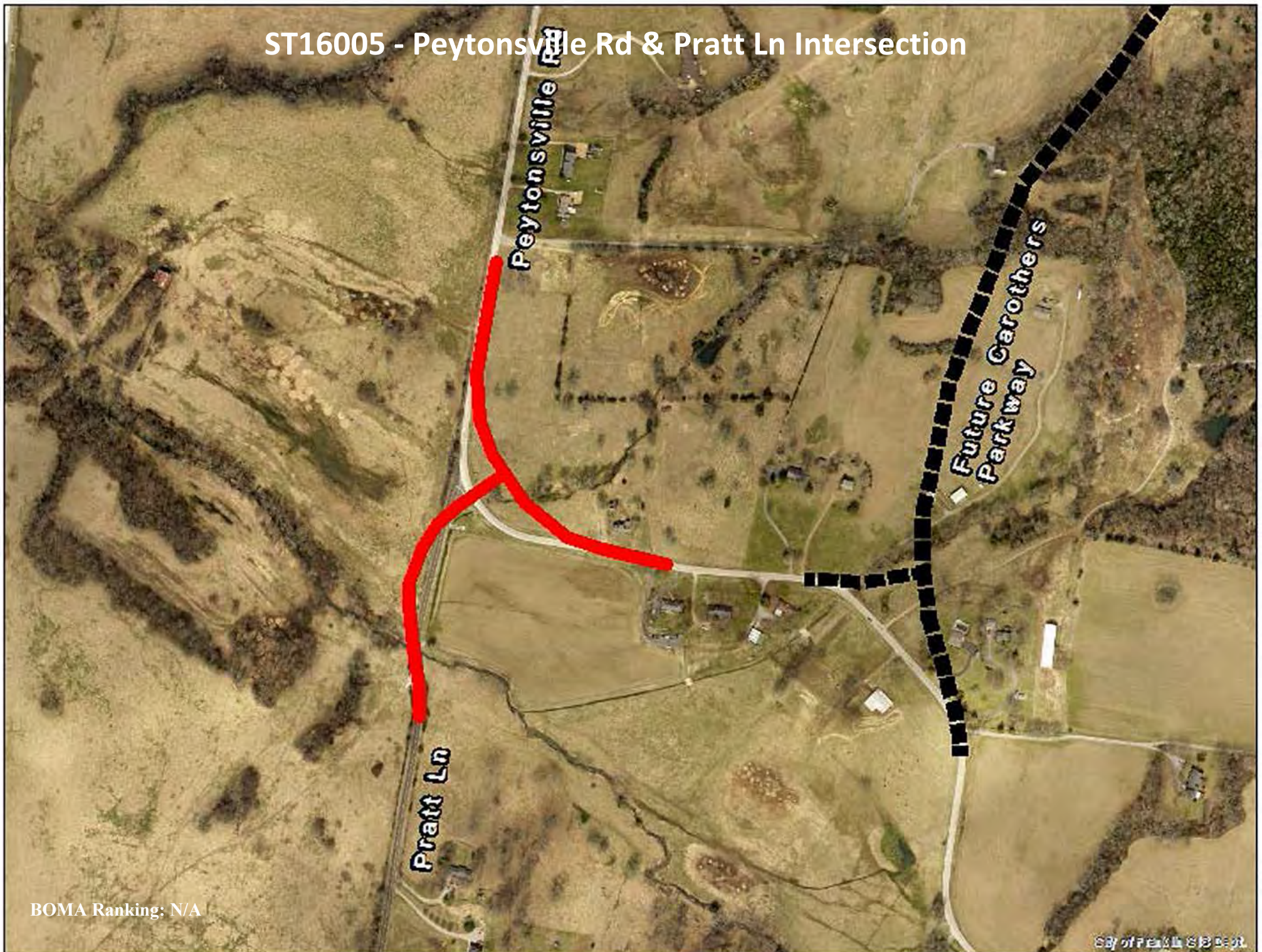
Safety: Peytonsville Rd & Pratt Ln have geometric issues that need to be addressed as traffic increases in this area of the City. It was agreed upon by the Reams-Fleming Team and the City that Reams Fleming will not be allowed to have access to Pratt Lane until the City makes the necessary safety upgrades to this intersection.

Economic Development: Lampo Group is currently proposing their cooperate headquarters in the southern section of Reams-Fleming PUD. This includes approximately 650,000SF of commercial office space. As Reams-Fleming develops the city will need to fund this improvement to reduce congestion and provide alternative routes so that we can retain businesses long term.

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)				194,400							194,400
ROW and Easements					2,100,000						2,100,000
Construction Engineering / Inspection						291,600					291,600
Construction						2,430,000					2,430,000
Total				194,400	2,100,000	2,721,600					5,016,000

Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General				194,400	2,100,000	2,600,100					4,894,500
Stormwater						121,500					121,500
Total				194,400	2,100,000	2,721,600					5,016,000

ST16005 - Peytonsville Rd & Pratt Ln Intersection



BOMA Ranking: N/A

City of Pratt KS Dept

BOMA Ranking: N/A

Project #	ST16023
Project Name	Multi-Use Trail 1st Ave (South Margin to Bridge)

Department	Streets
Contact	Engineering Director
Type	Improvement
Useful Life	20+
Category	Transportation
Priority	1 Star Project
Status	Pending

Description	Total Cost \$1,470,000
This project would connect Pinkerton Park, Historic downtown Franklin and would eventually be extended to Bicentennial Park. Construction would include a 12' wid multipuse trail on the east side of 1st Ave	
Justification	
This project was identified as a short term project as part of the CTNP.	

Expenditures	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
Design/Planning (Professional Services)						70,000					70,000
ROW and Easements							200,000				200,000
Construction Engineering / Inspection								50,000			50,000
Construction								1,150,000			1,150,000
Total						70,000	200,000	1,200,000			1,470,000
Funding Sources	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Total
General						70,000	200,000	1,200,000			1,470,000
Total						70,000	200,000	1,200,000			1,470,000

ST16023 - Multiuse Trail 1st Ave (South Margin to Bridge)



BOMA Ranking: N/A



City of Franklin

FY 2017-2026 Capital Improvement Program Financing Model

**Presentation to the Board of Mayor and Alderman
September 13, 2016**



City of Franklin

FY 2017-2026 Capital Improvement Program Financing Model

Capital Financing Model - September 13, 2016

Executive Summary

This financing model has been built to determine answers to the following questions:

- What is the amount of available resources from all funds which can be spent on Capital Projects over the next ten years?
- How much will Phase I of the FY 2017-2026 Capital Improvement Program cost?
- What will be the amount of remaining resources after those projects are paid for? And,
- What will be the impact on the City's debt capacity and overall debt service?

This model has three main sections:

- This Executive Summary with summaries of current, future and remaining resources, annual and cumulative cost estimates for all Phase I CIP projects and a revised Debt Capacity Analysis given the revised cost of projects.
- Phase I CIP Project Detail Sheets, which itemize the annual and cumulative funding needs by source by project.
- 10-year Financing Analysis with detailed forecasts for most major internal funds of the City of Franklin.

In building this model, staff has tried to be conservative with our revenue projections and prudent when determining available resources.

"Available fund balances" are current estimated balances in most funds as of June 30th, less amounts reserved either through state law or BOMA policy.

The result is mostly positive - due to the prudent management of the community and the passage of the Invest Franklin initiative, the City can afford to take on all Phase I projects and have reasonable levels of remaining resources to fund additional phases of the FY 2017-2026 Capital Improvement Program.



City of Franklin

FY 2017-2026 Capital Improvement Program Financing Model

DRAFT

Existing Resources (Cash)

The following shows the various funding sources currently available for use on Capital projects. While the City aggressively looks for outside funding to assist in stretching taxpayer dollars, the vast majority of resources available to the City are internal in nature.

		FY 2015 Actual		FY 2016 Projected		FY 2017 Forecast
Internal						
110 General						
Capital Funding Account (<45%)	\$	8,347,536	\$	8,101,435	\$	8,101,435
1.5 Cent Capital Set-Aside	\$	508,038	\$	1,034,046	\$	1,714,782
Invest Franklin	\$	-	\$	-	\$	3,176,766
124 Sanitation Fund	\$	-	\$	-	\$	32,294
128 Road Impact Fund	\$	397,796	\$	4,582,150	\$	4,880,814
130 Stormwater	\$	4,783,235	\$	4,436,729	\$	4,658,995
135 Facilities Tax	\$	6,717,764	\$	6,348,411	\$	9,260,411
150 Hotel Motel	\$	2,749,596	\$	2,388,275	\$	3,269,693
155 In Lieu of Parkland	\$	2,494,076	\$	4,425,966	\$	5,633,491
421 Water	\$	-	\$	-	\$	925,000
431 Sewer	\$	-	\$	-	\$	-
Sub-Total Internal Resources	\$	25,998,041	\$	31,317,012	\$	41,653,681
External						
MPO/TDOT	\$	-	\$	-	\$	8,630,000
Army Corp of Engineers	\$	-	\$	-	\$	-
County Facilities Tax	\$	2,021,022	\$	3,262,263	\$	4,212,263
Utility Agreements	\$	-	\$	-	\$	475,000
Developer Contributions	\$	550,000	\$	550,000	\$	550,000
Sub-Total External Resources	\$	2,571,022	\$	3,812,263	\$	13,867,263
Total All Available Resources	\$	28,569,063	\$	35,129,275	\$	55,520,944

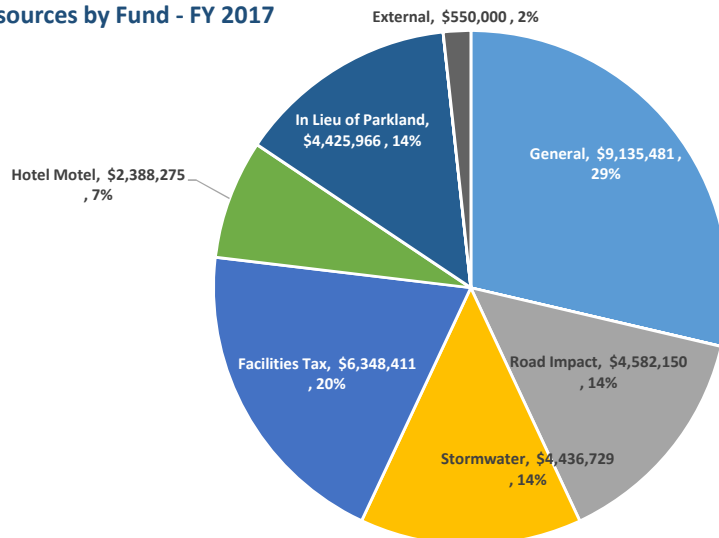


Projected Resources (Cash)

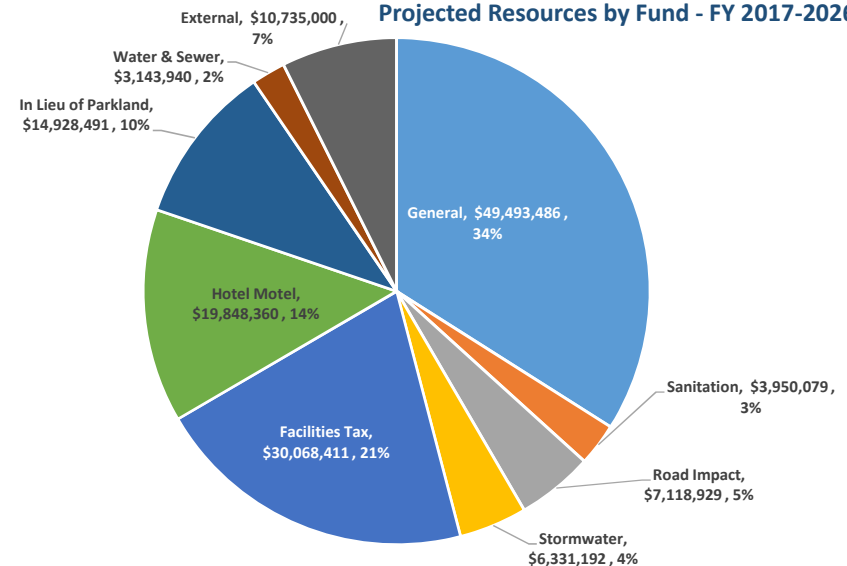
This summarizes the projected cash resources available to the City for the FY 2017-2026 Capital Improvement Program. Existing Fund Balance is shown at the far left, while annual anticipated revenue contributions are provided for the ten-year timeframe of the program. Available Debt Service, and the impact on available cash resources, are shown in the page entitled "Debt Capacity Analysis" on another summary. Detailed funding sheets for most internal funds are provided in the section entitled "10-year Financing Analysis" at the end of this packet.

	Fund Balance Available	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Internal												
General												
Capital Funding Account	\$ 8,101,435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,101,435
1.5 Cent Capital Set-Aside	\$ 1,034,046	\$ 680,736	\$ 687,543	\$ 694,419	\$ 701,363	\$ 708,377	\$ 715,460	\$ 722,615	\$ 729,841	\$ 737,140	\$ 744,511	\$ 8,156,051
Invest Franklin	\$ -	\$ 3,176,766	\$ 3,208,534	\$ 3,240,619	\$ 3,273,025	\$ 3,305,755	\$ 3,338,813	\$ 3,372,201	\$ 3,405,923	\$ 3,439,982	\$ 3,474,382	\$ 33,236,000
Sanitation Fund	\$ -	\$ 32,294	\$ 244,165	\$ 588,923	\$ 556,343	\$ 521,641	\$ 484,723	\$ 445,495	\$ 403,857	\$ 359,705	\$ 312,933	\$ 3,950,079
Road Impact Fund	\$ 4,582,150	\$ 298,664	\$ 838,593	\$ 111,484	\$ 131,256	\$ 153,639	\$ 352,228	\$ 372,842	\$ 103,176	\$ 76,783	\$ 98,114	\$ 7,118,929
Stormwater	\$ 4,436,729	\$ 222,266	\$ 216,697	\$ 210,537	\$ 203,759	\$ 196,328	\$ 188,214	\$ 179,373	\$ 169,778	\$ 159,377	\$ 148,135	\$ 6,331,192
Facilities Tax	\$ 6,348,411	\$ 2,912,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 30,068,411
Hotel Motel	\$ 2,388,275	\$ 881,418	\$ 1,134,099	\$ 1,139,140	\$ 1,295,873	\$ 1,458,643	\$ 2,049,163	\$ 2,401,230	\$ 1,843,140	\$ 2,547,764	\$ 2,709,614	\$ 19,848,360
In Lieu of Parkland	\$ 4,425,966	\$ 1,207,525	\$ 1,255,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 14,928,491
Water Funding*	\$ -	\$ 552,500	\$ 863,620	\$ 311,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,727,240
Sewer Funding*	\$ -	\$ 372,500	\$ 528,500	\$ 156,000	\$ 179,850	\$ 179,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,416,700
External												
MPO/TDOT	\$ -	\$ 8,630,000	\$ 1,555,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,185,000
Army Corp of Engineers	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
County Facilities Tax	\$ 3,262,263	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 12,762,263
Utility Agreements	\$ -	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000
Developer Agreements	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Total	\$ 35,129,275	\$ 20,391,669	\$ 13,793,750	\$ 11,469,242	\$ 10,608,470	\$ 10,791,232	\$ 11,395,601	\$ 11,760,756	\$ 10,922,714	\$ 11,587,751	\$ 11,754,689	\$ 159,605,150

Existing Resources by Fund - FY 2017



Projected Resources by Fund - FY 2017-2026





Year-By-Need Phase I Analysis

The following shows the annual need for Phase I capital projects by funding source. Detailed funding sheets by project are available later in this packet in the section entitled "Phase I CIP Projects". It is important to note that unlike previous schedules, a large amount of funding is requested to come from debt service. This is further explained under the sheet entitled "Debt Capacity Analysis".

	Ongoing Resources										Total Needed
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Internal											
General											
Cash	\$ 580,000	\$ 655,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,985,000
Debt	\$ 7,025,000	\$ 5,732,880	\$ 8,955,630	\$ 15,357,300	\$ 11,034,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,105,360
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000
Stormwater	\$ 50,000	\$ 50,000	\$ 272,250	\$ 272,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644,500
Facilities Tax	\$ 225,000	\$ 2,102,500	\$ 3,552,500	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,880,000
Hotel Motel	\$ 195,000	\$ 195,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 390,000
In Lieu of Parkland	\$ -	\$ 250,000	\$ 600,000	\$ 350,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550,000
Water Funding	\$ 552,500	\$ 863,620	\$ 311,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,727,240
Sewer Funding	\$ 372,500	\$ 528,500	\$ 156,000	\$ 179,850	\$ 179,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,416,700
External											
MPO/TDOT	\$ 8,630,000	\$ 1,555,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,185,000
Army Corp of Engineers	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
County Facilities Tax	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Utility Agreements	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000
Developer Agreements	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Total	\$ 18,855,000	\$ 13,232,500	\$ 15,097,500	\$ 18,159,400	\$ 13,564,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,908,800



Remaining Resources

The following shows the anticipated balances in available funding at the end of the ten-year CIP horizon after the \$78,908,800 worth of Phase I projects have been paid for.

It is important to note that the difference between the project resources shown on the page entitled "Projected (Cash) Resources" and this page is the conversion and estimation of available debt service capacity. Please see footnote 2 for more information.

FY 2017-2026 Projected Resources			Phase I Project Needs		Balance Remaining
Internal					
110 General					
Pay-as-you-go Cash ¹	\$	16,257,486	\$	1,985,000	\$ 14,272,486
Debt Service ²	\$	80,000,000	\$	48,105,360	\$ 31,894,640
124 Sanitation Fund	\$	3,950,079	\$	-	\$ 3,950,079
128 Road Impact Fund	\$	7,118,929	\$	1,250,000	\$ 5,868,929
130 Stormwater	\$	6,331,192	\$	644,500	\$ 5,686,692
135 Facilities Tax	\$	30,068,411	\$	8,880,000	\$ 21,188,411
150 Hotel Motel	\$	19,848,360	\$	390,000	\$ 19,458,360
155 In Lieu of Parkland	\$	14,928,491	\$	1,550,000	\$ 13,378,491
421 Water	\$	1,727,240	\$	1,727,240	\$ -
431 Sewer	\$	1,416,700	\$	1,416,700	\$ -
External					
MPO/TDOT	\$	10,185,000	\$	10,185,000	\$ -
Army Corp of Engineers	\$	750,000	\$	750,000	\$ -
County Facilities Tax	\$	12,762,263	\$	1,000,000	\$ 11,762,263
Utility Agreements	\$	475,000	\$	475,000	\$ -
Developer Contributions	\$	550,000	\$	550,000	\$ -
Total	\$	206,369,150	\$	78,908,800	\$ 127,460,350

Notes:

¹ Pay as you go cash includes the balance of the Capital Funding Account (over 45% of fund balance in the General Fund) and the accumulated total of the 1.5 Cent property tax allocation for capital projects.

² Debt Service resource is an estimated amount of \$80,000,000 based upon the amount of capacity gained from the amount of existing debt service to be retired and the addition of the \$0.07 of property tax from the **Invest Franklin** initiative.



City of Franklin

FY 2017-2026 Capital Improvement Program Financing Model

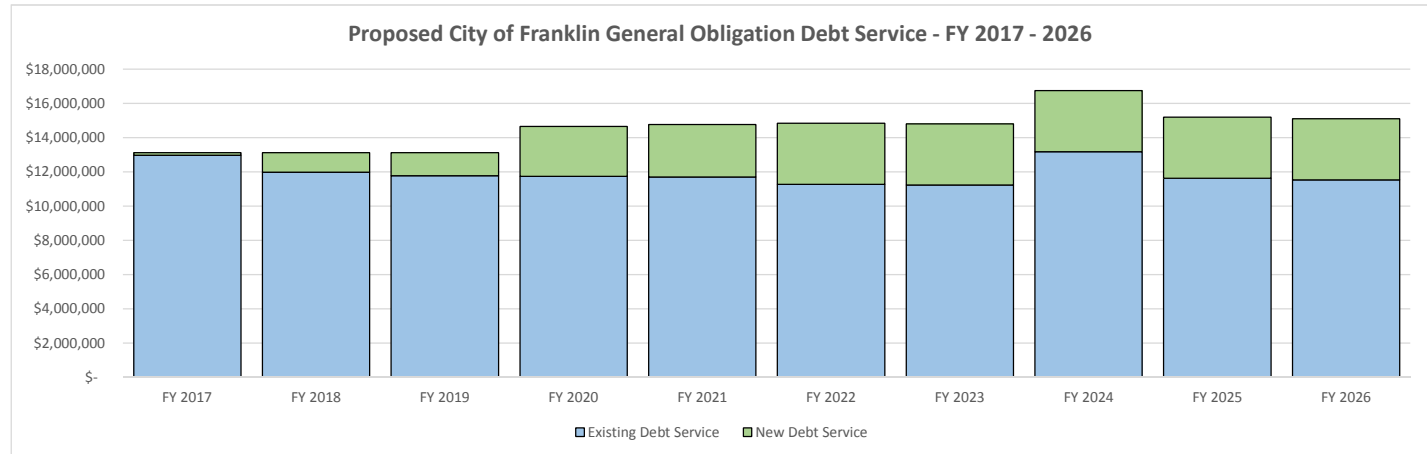
Debt Capacity Analysis

Proposed Debt Issuances				FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Balance (FY 2027-FY 2042)
2017	4.50%	\$	15,000,000	\$ 150,000	\$ 1,141,875	\$ 1,141,875	\$ 1,141,875	\$ 1,141,875	\$ 1,141,875	\$ 1,141,875	\$ 1,141,875	\$ 1,141,875	\$ 1,141,875	\$ 12,560,625
2019	4.50%	\$	25,000,000			\$ 200,000	\$ 1,775,313	\$ 1,775,313	\$ 1,775,313	\$ 1,775,313	\$ 1,775,313	\$ 1,775,313	\$ 1,775,313	\$ 23,079,063
2021	4.50%	\$	10,000,000					\$ 150,000	\$ 654,500	\$ 654,500	\$ 654,500	\$ 654,500	\$ 654,500	\$ 9,817,500
A New Debt Service				\$ 150,000	\$ 1,141,875	\$ 1,341,875	\$ 2,917,188	\$ 3,067,188	\$ 3,571,688	\$ 3,571,688	\$ 3,571,688	\$ 3,571,688	\$ 3,571,688	\$ 45,457,188
B Existing Debt Service				\$ 12,966,453	\$ 11,975,848	\$ 11,772,869	\$ 11,735,204	\$ 11,705,707	\$ 11,273,302	\$ 11,236,584	\$ 13,173,630	\$ 11,623,560	\$ 11,534,574	\$ 58,044,000
C (A + B) Cumulative G.O. Debt Service				\$ 13,116,453	\$ 13,117,723	\$ 13,114,744	\$ 14,652,392	\$ 14,772,895	\$ 14,844,990	\$ 14,808,272	\$ 16,745,318	\$ 15,195,248	\$ 15,106,262	\$ 103,501,188

Summary:

A key financing component to the FY 2017-2026 Capital Improvement Plan is the issuance of debt. In order to finance Phase I of the CIP, staff is recommending the issuance of \$50,000,000 worth of General Obligation (G.O.) bonds in three separate issuances for a duration of 20 years. The assumed interest rate is 4.5%.

The three issuances - one in FY 2017, FY 2019, and FY 2021 will fund East McEwen Phase 4, Franklin Road, Hillsboro Road Phase II, and the East/Southeast Park. The impacts on the overall debt service are shown above and to the right.



Debt Funding Analysis

How the debt is issued is dependent upon many factors; but none more important than the ability to pay. The chart below shows the annual increase in debt service necessary to service the proposed \$50,000,000 in new bonds (Row D). Row E shows the available resources predicted to be generated annually from the \$0.07 Invest Franklin initiative approved this spring by the BOMA. Row F is the difference on an annual basis. As the chart shows, sufficient capacity exists through the increase in revenues generated by Invest Franklin to accommodate the servicing of the proposed new debt. As important, the entire proposed level of resources is not exhausted by FY 2026, the end of the current CIP horizon. This means that additional resources are available for pay as you go financing and/or additional debt service for Phase II CIP projects.

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
D et Increase Debt Service Year over Year	\$ 150,000	\$ 1,270	\$ (1,709)	\$ 1,535,939	\$ 1,656,442	\$ 1,728,537	\$ 1,691,819	\$ 3,628,865	\$ 2,078,795	\$ 1,989,809
E Invest Franklin	\$ 3,176,766	\$ 3,208,534	\$ 3,240,619	\$ 3,273,025	\$ 3,305,755	\$ 3,338,813	\$ 3,372,201	\$ 3,405,923	\$ 3,439,982	\$ 3,474,382
F (E-D) Annual Balance of Invest Franklin Funds	\$ 3,026,766	\$ 3,207,264	\$ 3,242,328	\$ 1,737,087	\$ 1,649,314	\$ 1,610,276	\$ 1,680,383	\$ (222,941)	\$ 1,361,188	\$ 1,484,574
Cumulative Net Balance Invest Franklin	\$ 3,026,766	\$ 6,234,029	\$ 9,476,357	\$ 11,213,444	\$ 12,862,758	\$ 14,473,034	\$ 16,153,417	\$ 15,930,475	\$ 17,291,663	\$ 18,776,237



Phase I CIP Projects



Phase I CIP: East McEwen Drive - Phase 4

Improvement of East McEwen Drive, from 800 feet east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to Wilson Pike (SR-252). The project shall be constructed as a four (4) lane, median divided facility with turn lanes as required. Project shall include: access management (as allowable), curb & gutter, street lights, ITS Infrastructure, and accommodations for pedestrians and bicycles. Approximate project length of 8,200 LF. The budget has been updated based on additional time and cost associated with accepting federal funds in the amount of \$8,000,000.

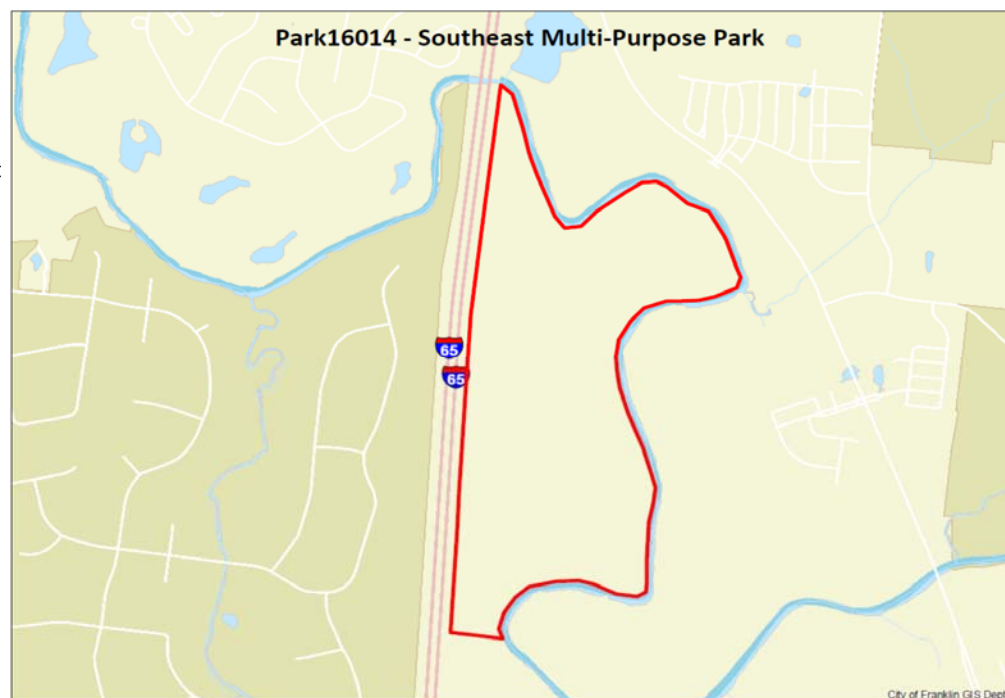


East McEwen Drive - Phase 4	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Internal											
General	\$ -	\$ 2,350,000	\$ 750,000	\$ 7,384,550	\$ 7,384,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,869,100
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ 179,850	\$ 179,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 359,700
External											
MPO/TDOT	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000,000
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 250,000	\$ 2,600,000	\$ 1,000,000	\$ 11,814,400	\$ 11,814,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,478,800



Phase I CIP: East / South East Multipurpose Park

New Southeast Multi-Purpose Park on the city-owned 180-acre parcel). The park would include a minimum of 8 lighted multi-purpose rectangular sports fields that could be used for football, lacrosse, rugby and soccer. The Franklin Cowboys football program would move from Jim Warren Park to this new park when completed. This park should have a range of passive uses as well to serve as a Community Park for neighborhoods in this area. A master plan should be developed for the park to guide phased development of the park.

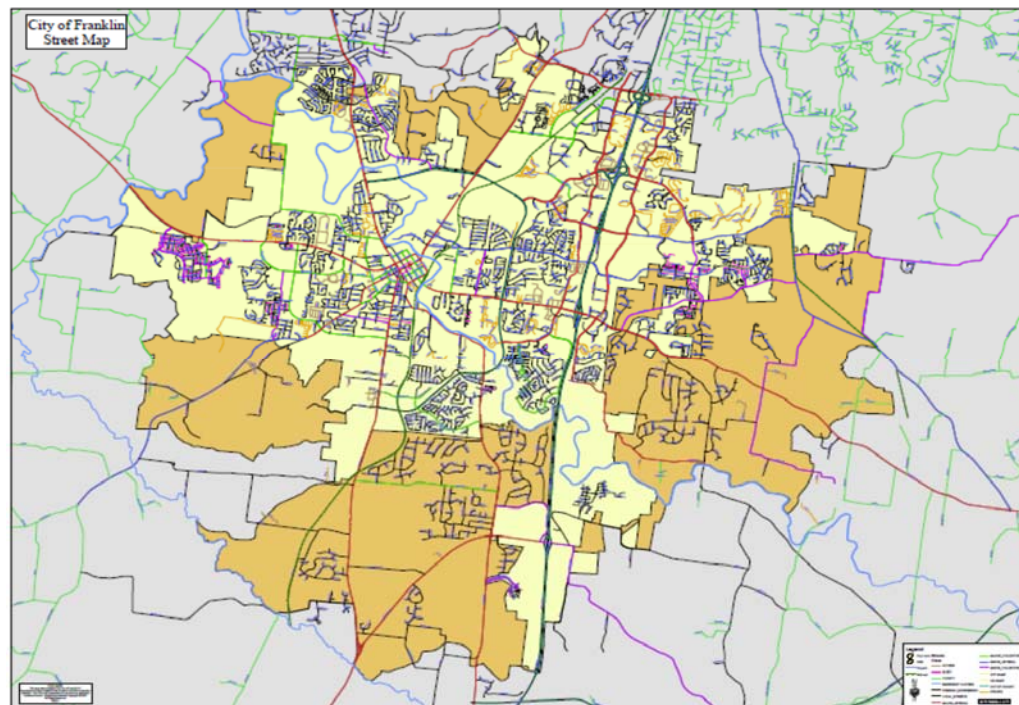


East/Southeast Park	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Internal											
General	\$ 300,000	\$ -	\$ 2,100,000	\$ 2,350,000	\$ 2,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,100,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ 50,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,550,000
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ 250,000	\$ 600,000	\$ 350,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550,000
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External											
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 300,000	\$ 300,000	\$ 4,200,000	\$ 4,200,000	\$ 4,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,200,000



Phase I CIP: Sidewalk Gaps

Annual budget of \$250,000 over a 5-year period to "fill in" gaps in the existing sidewalk network. Segments of sidewalk that do not have logical connections exist in many areas around the City. A dedicated budget item on an annual basis would allow the City the opportunity to complete existing sidewalk networks by "filling-in" these gaps.



Sidewalk Gaps	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Internal											
General	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External											
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000



Phase I CIP: Fire Station 7

The City currently operates a temporary fire station at the Williamson County AG Complex. This temporary fire station needs to be replaced with a permanent facility.



	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Fire Station 7											
Internal											
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ 225,000	\$ 2,052,500	\$ 2,052,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,330,000
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External											
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 225,000	\$ 2,052,500	\$ 2,052,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,330,000



Phase I CIP: Franklin Road Improvements

Improvement of Franklin Road, from the bridge at the Harpeth River to Hooper Lane. The project shall be constructed as a three (3) facility. Project shall include: curb & gutter, street lights, ITS Infrastructure, sidewalks, and typical streetscape elements. Approximate project length of 3,500 LF.



Franklin Road Improvements	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Internal											
General	\$ -	\$ 1,532,880	\$ 4,405,630	\$ 5,622,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,561,260
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ 272,250	\$ 272,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 544,500
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ 311,120	\$ 311,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 622,240
Sewer Funding	\$ -	\$ 156,000	\$ 156,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 312,000
External											
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Army Corps of Engineers	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
Developer Agreements	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Total	\$ -	\$ 2,550,000	\$ 5,895,000	\$ 5,895,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,340,000



Phase I CIP: Goose Creek Interchange Lighting

Interchange Lighting for Goose Creek at I-65. The City will need to partner with TDOT to fund 50% of the cost associated with this project.



	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Goose Creek Lighting											
Internal											
General	\$ 30,000	\$ 405,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External											
MPO/TDOT	\$ 30,000	\$ 405,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435,000
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 60,000	\$ 810,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 870,000



Phase I CIP: Major Street Resurfacing

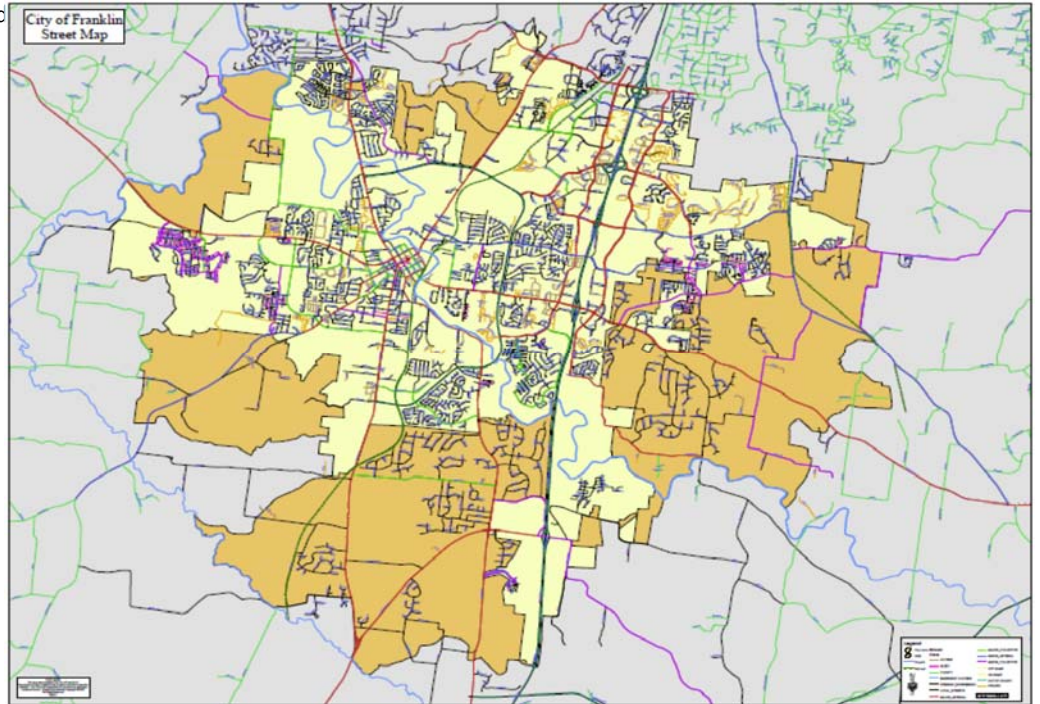
The resurfacing (e.g. paving) of major roadways within the City are proposed to be included in the Capital Investment Plan (CIP) as follows:

2017 - Cool Springs Blvd, from Mack Hatcher Pkwy to East McEwen Dr.

2019 - Royal Oaks Blvd/Mallory Ln, from Mack Hatcher Pkwy to Cool Springs Blvd.

2021 - Mallory Ln, from Cool Springs Blvd to Moores Ln.

The list above is not final, and maybe subject to change.



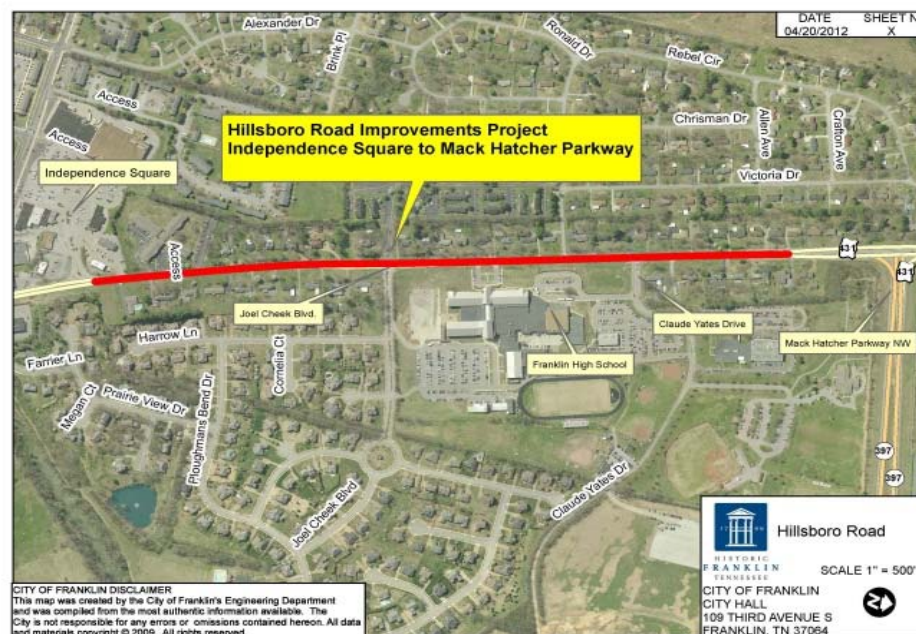
Major Street Resurfacing	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Internal											
General	\$ 2,400,000	\$ -	\$ 1,700,000	\$ -	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,400,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External											
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,400,000	\$ -	\$ 1,700,000	\$ -	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,400,000



Phase I CIP: Hillsboro Road Phase II

This project is the second phase of the overall Hillsboro Road Improvements Project, creating roadway and utility infrastructure upgrades to Hillsboro Road, State Route 106. Aspects of this project include:

Widening from a 2-lane roadway with shoulders to 3-lanes (includes a new center turn lane) with curb and gutter (widening is symmetrical along the roadway's existing centerline); New 4.0' Bike lanes on both sides; New 3.0' grass strip with street trees; New 5.0' sidewalk along both sides of the roadway, up to Claude Yates; New street lighting along both sides using decorative street light poles; Northbound right turn lanes (in addition to the 2 travel lanes and center turn lane) to be added in front of Franklin High School and at both of the Joel Cheek Blvd. and Claude Yates Drive Intersections; Installing a traffic control signal at Claude Yates Drive to help with Franklin High School Traffic; Upgrading the Joel Cheek Blvd. traffic signal; Relocating all overhead utilities into underground duct banks; Upgrading older and undersized water and sanitary sewer utility lines; and Installing a new storm water sewer system with catch basins and yard inlets. These upgrades take place in both State Rights-of-Way and City/Public Easements.



Hillsboro Road Phase II	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total Available
Internal											
General	\$ 4,625,000	\$ 1,850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,475,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ 195,000	\$ 195,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 390,000
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ 552,500	\$ 552,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,105,000
Sewer Funding	\$ 372,500	\$ 372,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 745,000
External											
Fed/MPO/TDOT	\$ 600,000	\$ 1,150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000
County Facilities Tax	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Utility Agreements	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 7,370,000	\$ 4,670,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,040,000

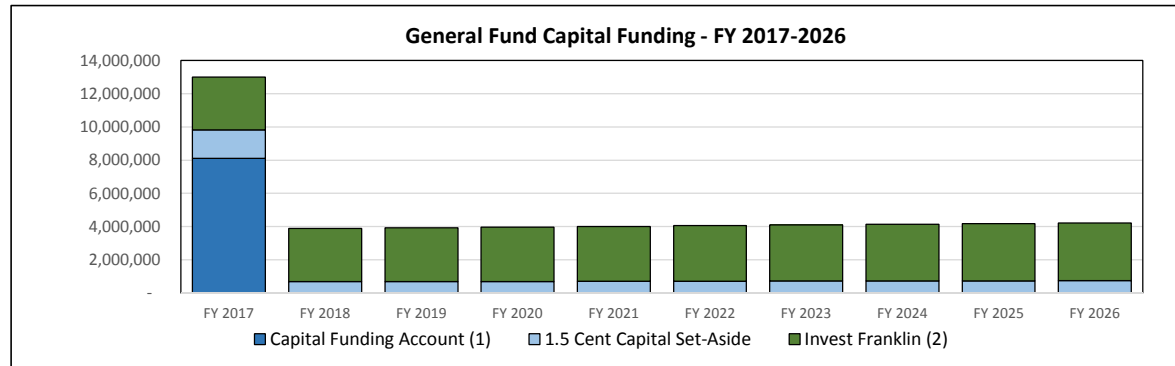


10-Year Financing Analysis



Fund:	General Fund	Percent of Total CIP Revenues	31.0%
-------	--------------	-------------------------------	-------

General Fund: The largest funding source for Capital Projects is the General Fund. The property tax contributes the most to capital resources within the General Fund (Both in the form of the Invest Franklin initiative and in FY 2025 when the bonds for the TIF district are paid off. It is anticipated that annual tax revenue will flow to the general fund for either operations and/or increased debt capacity. The amount of debt capacity is under review by the City's financial advisers and City staff.)



	Projections										Totals
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Capital Funding Account ⁽¹⁾	8,101,435	-	-	-	-	-	-	-	-	-	8,101,435
1.5 Cent Capital Set-Aside	1,714,782	687,543	694,419	701,363	708,377	715,460	722,615	729,841	737,140	744,511	8,156,051
Invest Franklin ⁽²⁾	3,176,766	3,208,534	3,240,619	3,273,025	3,305,755	3,338,813	3,372,201	3,405,923	3,439,982	3,474,382	33,236,000
Totals	\$ 12,992,983	\$ 3,896,077	\$ 3,935,038	\$ 3,974,388	\$ 4,014,132	\$ 4,054,273	\$ 4,094,816	\$ 4,135,764	\$ 4,177,122	\$ 4,218,893	\$ 49,493,486

Assumptions

- (1) Balance of Capital Funding Account (that portion of G.F. Reserves over 45% of fund balance) varies and will be finalized only once preliminary FY 2016 Audited Financials are available.
- (2) Both the 1.5 Cent Capital Set Aside and the Invest Franklin receipts assume a conservative 1% growth year-over-year for the 10-year CIP horizon. Further increases may occur in FY 2022 at the time of the next revaluation of property, dependent upon what future BOMA's decide to do. For this analysis, no change in the rate is assumed.
- (3) Available Balance will be finalized only once preliminary FY 2016 Audited Financials are available.



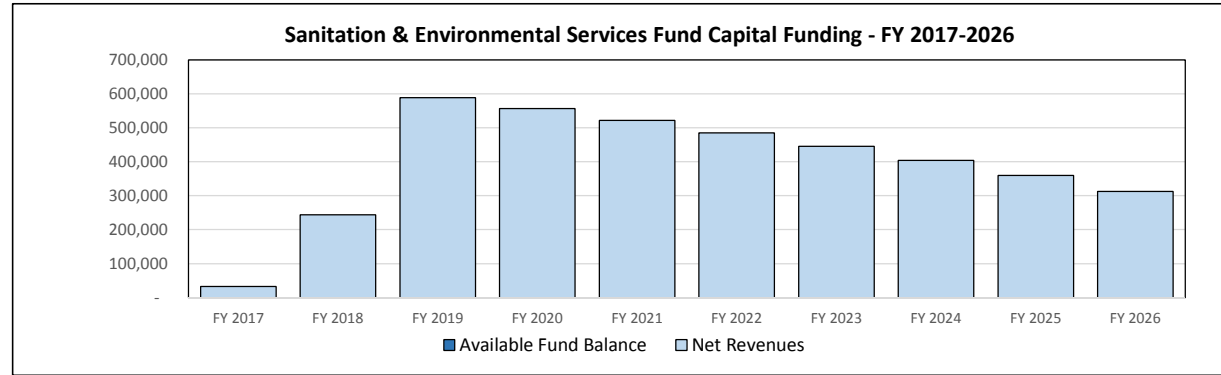
Fund: Sanitation

Percent of All Revenues

2.5%

Sanitation & Environmental Services Fund: This Special Revenue fund accounts for the fees collected in the collection and disposal of residential and commercial garbage. The primary component within the fund are those fees charged for disposal of refuse. In recent years, the City has worked to reduce the subsidy from the General Fund for sanitation and recycling operations.

Beginning in FY 2018, the fund should be able to sustain without transfers from the General Fund, and will be able to be self-sustaining by FY 2019. This surplus should be reserved (at least in part) for Capital Renewal and Replacement. Given the growth of the community, another transfer station may be a real possibility.



	Projections										Totals
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	10-year
Available Fund Balance	-	-	-	-	-	-	-	-	-	-	-
Net Revenues	32,294	244,165	588,923	556,343	521,641	484,723	445,495	403,857	359,705	312,933	3,950,079
Totals	\$ 32,294	\$ 244,165	\$ 588,923	\$ 556,343	\$ 521,641	\$ 484,723	\$ 445,495	\$ 403,857	\$ 359,705	\$ 312,933	\$ 3,950,079

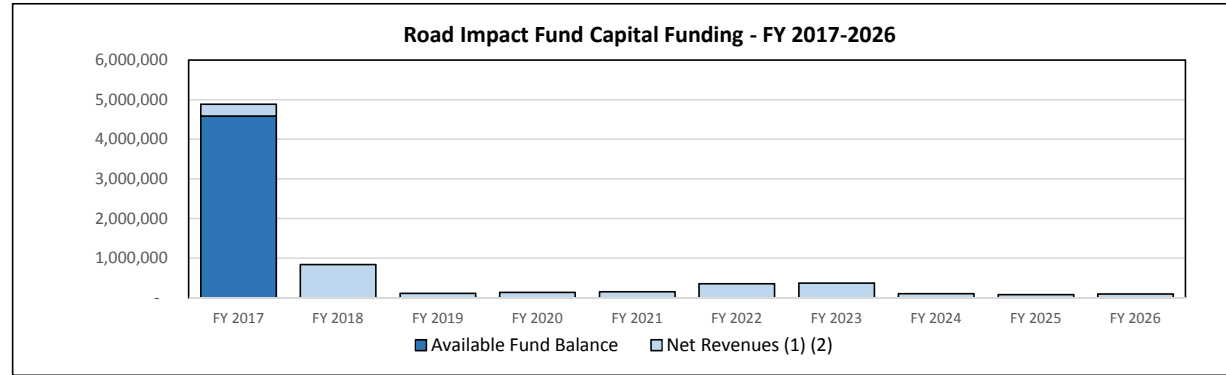
(1) Available Balance will be finalized only once preliminary FY 2016 Audited Financials are available.



Fund:	Road Impact	Percent of All Revenues	4.5%
-------	-------------	-------------------------	------

Road Impact Fund: The Road Impact Fund is the special revenue fund created for the accounting of expenditures in accord with City Ordinance 88-13 on the proceeds of road impact fees from new development. These funds can be used to pay for new arterial roads, directly or through payment of debt service on bonds associated with the projects.

The fund primarily is dedicated to servicing debt on already constructed arterial roadways. During the FY 2017-2026 CIP horizon, the debt service obligation assigned the Road Impact Fund is over \$38 million. (And nearly \$50 million total outstanding) Assuming the current balance is maintained as a sinking fund and reasonable collections remain to come into the fund, this obligation should be able to be met. But few - if any - new obligations should be planned at this time.



	Projections										Totals
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	10-year
Available Fund Balance	4,582,150	-	-	-	-	-	-	-	-	-	4,582,150
Net Revenues (1) (2)	298,664	838,593	111,484	131,256	153,639	352,228	372,842	103,176	76,783	98,114	2,536,779
Totals	\$ 4,880,814	\$ 838,593	\$ 111,484	\$ 131,256	\$ 153,639	\$ 352,228	\$ 372,842	\$ 103,176	\$ 76,783	\$ 98,114	\$ 7,118,929

(1) Net Revenues less Debt Service and possible offsets.

(2) Assumes average of \$4,250,000 collected annually from FY 2017-FY 2026.

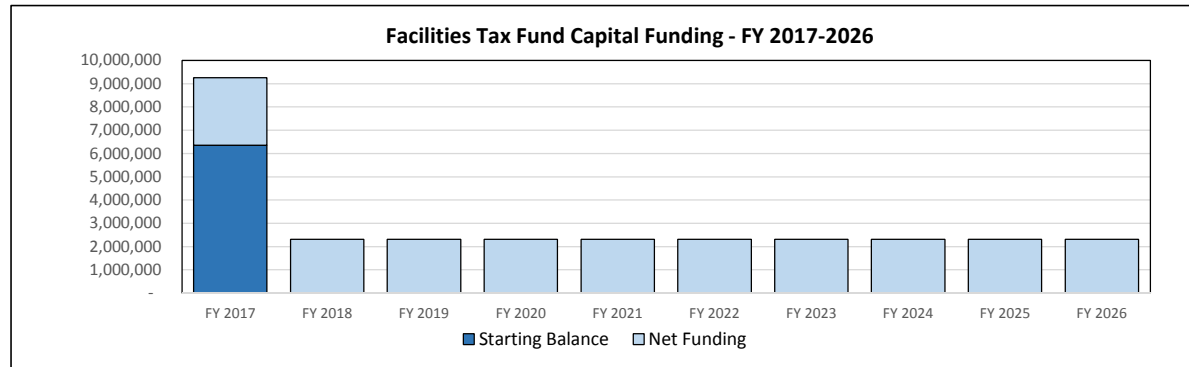
(3) Available Balance will be finalized only once preliminary FY 2016 Audited Financials are available.



Fund:	Facilities Tax Fund	Percent of All Revenues	18.8%
--------------	----------------------------	--------------------------------	--------------

Facilities Tax Fund: A special revenue fund used to account for the proceeds authorized by a private act of the Tennessee General Assembly of 1987 for the City to levy and collect a privilege tax on new development to provide that new development contribute its fair share of providing new public facilities made necessary by growth. Such taxes may be expended only upon police, fire, sanitation, and parks and recreation.

With the only known funding request against the fund any remaining costs of Fire Station 8 and Fire Station 7, (together both should be no more than \$5,000,000), ample resources are available to spend from the Facilities Tax on eligible capital



	Projections										Totals
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	10-Year
Starting Balance	6,348,411	-	-	-	-	-	-	-	-	-	6,348,411
Net Funding	2,912,000	2,312,000	2,312,000	2,312,000	2,312,000	2,312,000	2,312,000	2,312,000	2,312,000	2,312,000	23,720,000
Totals	\$ 9,260,411	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 30,068,411

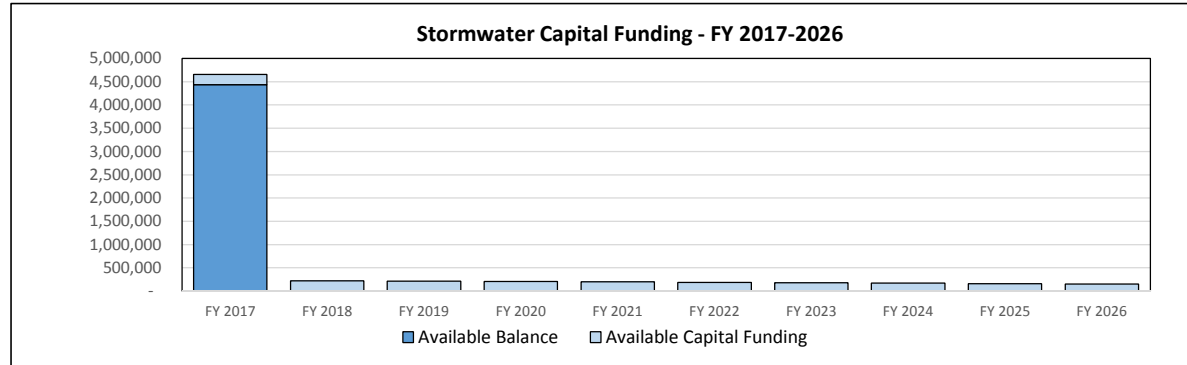
(1) Available Balance will be finalized only once preliminary FY 2016 Audited Financials are available.



Fund:	Stormwater	Percent of Total CIP Revenues	4.0%
--------------	-------------------	--------------------------------------	-------------

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

This is another fund dependent upon development. Should development increase faster than projected, or fees are increased, more money maybe come available for capital needs/requests. As it is, little annual surplus is forecast after operational concerns are met.



	Projections										Totals
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Available Balance	4,436,729	-	-	-	-	-	-	-	-	-	4,436,729
Available Capital Funding	222,266	216,697	210,537	203,759	196,328	188,214	179,373	169,778	159,377	148,135	1,894,463
Totals	\$ 4,658,995	\$ 216,697	\$ 210,537	\$ 203,759	\$ 196,328	\$ 188,214	\$ 179,373	\$ 169,778	\$ 159,377	\$ 148,135	\$ 6,331,192

Assumptions

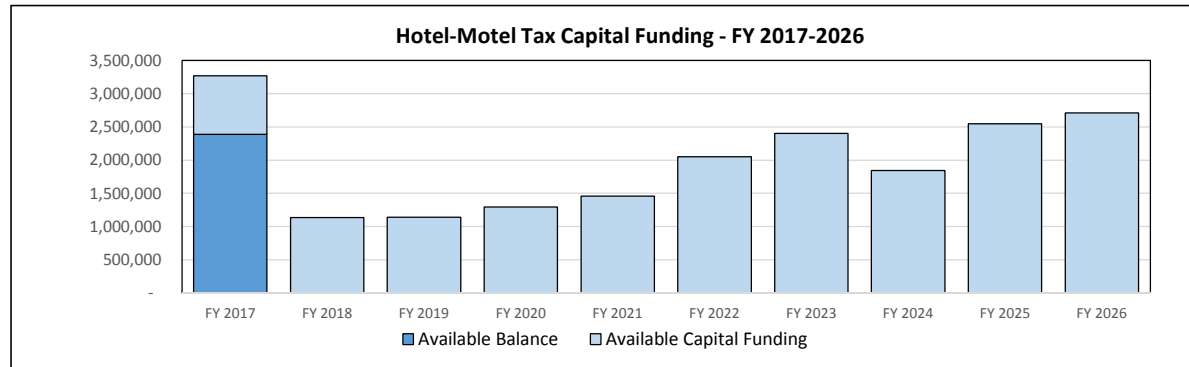
(1) Available Balance will be finalized only once preliminary FY 2016 Audited Financials are available.



Fund:	Hotel Motel Tax	Percent of Total CIP Revenues	12.4%
-------	-----------------	-------------------------------	-------

Hotel Motel Tax: The Hotel/Motel Tax has been used in the past for those types of infrastructure projects which promote recreation and tourism. Specifically, these monies have been used for servicing debt related to the acquisition of the Carter's Hill Battlefield, Eastern Flank Battlefield and the Park at Harlinsdale Farm.

Future growth assumes between 4-5% growth in revenues from hotel stays annually, less all known costs (existing debt service and the City's contribution to the Williamson County Convention & Visitors Bureau).



	Projections										Totals
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Available Balance	2,388,275	-	-	-	-	-	-	-	-	-	2,388,275
Available Capital Funding	881,418	1,134,099	1,139,140	1,295,873	1,458,643	2,049,163	2,401,230	1,843,140	2,547,764	2,709,614	17,460,085
Totals	\$ 3,269,693	\$ 1,134,099	\$ 1,139,140	\$ 1,295,873	\$ 1,458,643	\$ 2,049,163	\$ 2,401,230	\$ 1,843,140	\$ 2,547,764	\$ 2,709,614	\$ 19,848,360

Assumptions

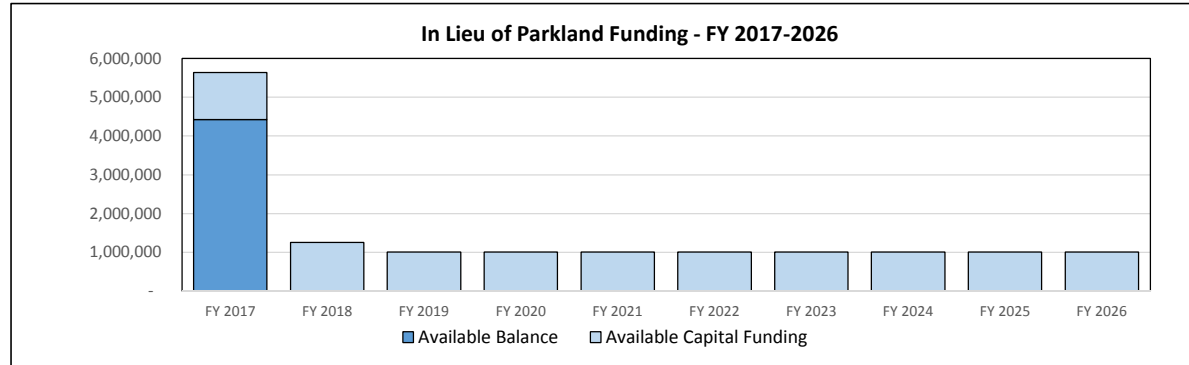
(1) Available Balance will be finalized only once preliminary FY 2016 Audited Financials are available.



Fund:	In Lieu of Tax Parkland	Percent of Total CIP Revenues	9.4%
-------	-------------------------	-------------------------------	------

In Lieu of Parkland Fund: The In Lieu of Parkland Fund was created in FY 2015 for the purpose of satisfying requirements of Section 5.5.4 of the City of Franklin Zoning Ordinance for developers seeking alternatives to the development of green space within developments. Funds can be used only for the acquisition or development of public parks, greenways/blue ways, open space sites, and related facilities.

The important issue of concern with these funds is the nexus issue: funds can only be spent in the quadrant of the community in which they are collected. Although funds are likely to be generated annually in excess of a million dollars, they cannot be spent City-wide. This limits how much can be spent on a particular project.



	Projections										Totals
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Available Balance	4,425,966	-	-	-	-	-	-	-	-	-	4,425,966
Available Capital Funding	1,207,525	1,255,000	1,005,000	1,005,000	1,005,000	1,005,000	1,005,000	1,005,000	1,005,000	1,005,000	10,502,525
Totals	\$ 5,633,491	\$ 1,255,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 14,928,491

Assumptions

(1) Available Balance will be finalized only once preliminary FY 2016 Audited Financials are available.



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

**FY 2017-2026
Capital Investment Program
Financing Model**

**September 13, 2016
Board of Mayor & Aldermen**



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Outline

- Executive Summary**
- Available Resources**
- Phase I Project Details**
- Remaining Resources**
- Debt Capacity Review**



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Executive Summary

This financing model has been built to determine answers to the following questions:

- What is the amount of available resources from all funds which can be spent on Capital Projects over the next ten years?**
- How much will Phase I of the FY 2017-2026 Capital Improvement Program cost?**
- What will be the amount of remaining resources after those projects are paid for? And,**
- What will be the impact on the City's debt capacity and overall debt service?**



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Executive Summary

This model has three main sections:

- An Executive Summary with summaries of current, future and remaining resources, annual and cumulative cost estimates for all Phase I CIP projects and a revised Debt Capacity Analysis given the revised cost of projects.**
- Phase I CIP Project Detail Sheets, which itemize the annual and cumulative funding needs by source by project.**
- 10-year Financing Analysis with detailed forecasts for most major internal funds of the City of Franklin.**



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Executive Summary

In building this model, staff has tried to be conservative with our revenue projections and prudent when determining available resources. "Available fund balances" are current estimated balances in most funds as of June 30th, less amounts reserved either through state law or BOMA policy.

The result is mostly positive - due to the prudent management of the community and the passage of the Invest Franklin initiative, the City can afford to take on all Phase I projects and have reasonable levels of remaining resources to fund additional phases of the FY 2017-2026 Capital Improvement Program.



City of Franklin, Tennessee FY 2017-2026 Capital Investment Program

Available Resources

Taking into account all available fund balances which can be used for capital purposes and forecasting all future revenues for the next decade, *we project nearly \$160,000,000 in cash (or over \$206,000,000 in cash + debt)* is available for capital projects between now and the end of FY 2026.



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Available Resources

	Fund Balance Available	FY 2017	FY 2018	FY 2019	FY 2020	Ongoing Resources						Total Available
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Internal												
General												
Capital Funding Account	\$ 8,101,435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,101,435
1.5 Cent Capital Set-Aside	\$ 1,034,046	\$ 680,736	\$ 687,543	\$ 694,419	\$ 701,363	\$ 708,377	\$ 715,460	\$ 722,615	\$ 729,841	\$ 737,140	\$ 744,511	\$ 8,156,051
Invest Franklin	\$ -	\$ 3,176,766	\$ 3,208,534	\$ 3,240,619	\$ 3,273,025	\$ 3,305,755	\$ 3,338,813	\$ 3,372,201	\$ 3,405,923	\$ 3,439,982	\$ 3,474,382	\$ 33,236,000
Sanitation Fund	\$ -	\$ 32,294	\$ 244,165	\$ 588,923	\$ 556,343	\$ 521,641	\$ 484,723	\$ 445,495	\$ 403,857	\$ 359,705	\$ 312,933	\$ 3,950,079
Road Impact Fund	\$ 4,582,150	\$ 298,664	\$ 838,593	\$ 111,484	\$ 131,256	\$ 153,639	\$ 352,228	\$ 372,842	\$ 103,176	\$ 76,783	\$ 98,114	\$ 7,118,929
Stormwater	\$ 4,436,729	\$ 222,266	\$ 216,697	\$ 210,537	\$ 203,759	\$ 196,328	\$ 188,214	\$ 179,373	\$ 169,778	\$ 159,377	\$ 148,135	\$ 6,331,192
Facilities Tax	\$ 6,348,411	\$ 2,912,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 2,312,000	\$ 30,068,411
Hotel Motel	\$ 2,388,275	\$ 881,418	\$ 1,134,099	\$ 1,139,140	\$ 1,295,873	\$ 1,458,643	\$ 2,049,163	\$ 2,401,230	\$ 1,843,140	\$ 2,547,764	\$ 2,709,614	\$ 19,848,360
In Lieu of Parkland	\$ 4,425,966	\$ 1,207,525	\$ 1,255,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 1,005,000	\$ 14,928,491
Water Funding*	\$ -	\$ 552,500	\$ 863,620	\$ 311,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,727,240
Sewer Funding*	\$ -	\$ 372,500	\$ 528,500	\$ 156,000	\$ 179,850	\$ 179,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,416,700
External												
MPO/TDOT	\$ -	\$ 8,630,000	\$ 1,555,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,185,000
Army Corp of Engineers	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
County Facilities Tax	\$ 3,262,263	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 12,762,263
Utility Agreements	\$ -	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000
Developer Agreements	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Total	\$ 35,129,275	\$ 20,391,669	\$ 13,793,750	\$ 11,469,242	\$ 10,608,470	\$ 10,791,232	\$ 11,395,601	\$ 11,760,756	\$ 10,922,714	\$ 11,587,751	\$ 11,754,689	\$ 159,605,150

**Water & Sewer resources shown only those available for Phase I capital projects. Amount to be further refined.*



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Phase I CIP Project Details

Eight (8) projects are identified in the funding analysis provided herein:

- East McEwen (Phase IV)**
- East / Southeast Multipurpose Park**
- Sidewalk “Gaps”**
- Fire Station 7**
- Franklin Road**
- Goose Creek Interchange Lighting**
- Major Street Resurfacing**
- Hillsboro Road Phase II**

City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Phase I CIP Project Details

The following shows the financing needs for Phase I CIP projects as ranked by BOMA members and identified by staff.

	Ongoing Resources					Total Needed
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	
Internal						
General						
Cash	\$ 580,000	\$ 655,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,985,000
Debt	\$ 7,025,000	\$ 5,732,880	\$ 8,955,630	\$15,357,300	\$11,034,550	\$ 48,105,360
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000
Stormwater	\$ 50,000	\$ 50,000	\$ 272,250	\$ 272,250	\$ -	\$ 644,500
Facilities Tax	\$ 225,000	\$ 2,102,500	\$ 3,552,500	\$ 1,500,000	\$ 1,500,000	\$ 8,880,000
Hotel Motel	\$ 195,000	\$ 195,000	\$ -	\$ -	\$ -	\$ 390,000
In Lieu of Parkland	\$ -	\$ 250,000	\$ 600,000	\$ 350,000	\$ 350,000	\$ 1,550,000
Water Funding	\$ 552,500	\$ 863,620	\$ 311,120	\$ -	\$ -	\$ 1,727,240
Sewer Funding	\$ 372,500	\$ 528,500	\$ 156,000	\$ 179,850	\$ 179,850	\$ 1,416,700
External						
MPO/TDOT	\$ 8,630,000	\$ 1,555,000	\$ -	\$ -	\$ -	\$ 10,185,000
Army Corp of Engineers	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000
County Facilities Tax	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 1,000,000
Utility Agreements	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ 475,000
Developer Agreements	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ 550,000
Total	\$ 18,855,000	\$ 13,232,500	\$ 15,097,500	\$ 18,159,400	\$ 13,564,400	\$ 78,908,800



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Phase I CIP Project Details

- Of the eight (8) projects in Phase I, two (Sidewalk “Gaps” & Fire Station 7) are fully funded as Pay-As-You-Go projects.
- Of the \$78,908,800 in Phase I projects, \$48,105,360 is proposed to be funded through debt financing, some **\$14 million less** than what was proposed in August in the Debt Capacity Analysis provided by PFM.
- Of the \$78,908,800 in Phase I projects, \$12,960,000 (17%) comes from “External Sources”; that is, sources such as the Federal or State governments, the MPO, the County Facilities Tax, or agreements and contributions from utility companies or private developers



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Remaining Resources

- The chart below shows the anticipated remaining resources after construction of all Phase I projects.

	FY 2017-2026 Projected Resources		Phase I Project Needs		Balance Remaining	
Internal						
110 General						
Pay-as-you-go Cash ¹	\$	16,257,486	\$	1,985,000	\$	14,272,486
Debt Service ²	\$	80,000,000	\$	48,105,360	\$	31,894,640
124 Sanitation Fund	\$	3,950,079	\$	-	\$	3,950,079
128 Road Impact Fund	\$	7,118,929	\$	1,250,000	\$	5,868,929
130 Stormwater	\$	6,331,192	\$	644,500	\$	5,686,692
135 Facilities Tax	\$	30,068,411	\$	8,880,000	\$	21,188,411
150 Hotel Motel	\$	19,848,360	\$	390,000	\$	19,458,360
155 In Lieu of Parkland	\$	14,928,491	\$	1,550,000	\$	13,378,491
421 Water	\$	1,727,240	\$	1,727,240	\$	-
431 Sewer	\$	1,416,700	\$	1,416,700	\$	-
External						
MPO/TDOT	\$	10,185,000	\$	10,185,000	\$	-
Army Corp of Engineers	\$	750,000	\$	750,000	\$	-
County Facilities Tax	\$	12,762,263	\$	1,000,000	\$	11,762,263
Utility Agreements	\$	475,000	\$	475,000	\$	-
Developer Contributions	\$	550,000	\$	550,000	\$	-
Total	\$	206,369,150	\$	78,908,800	\$	127,460,350

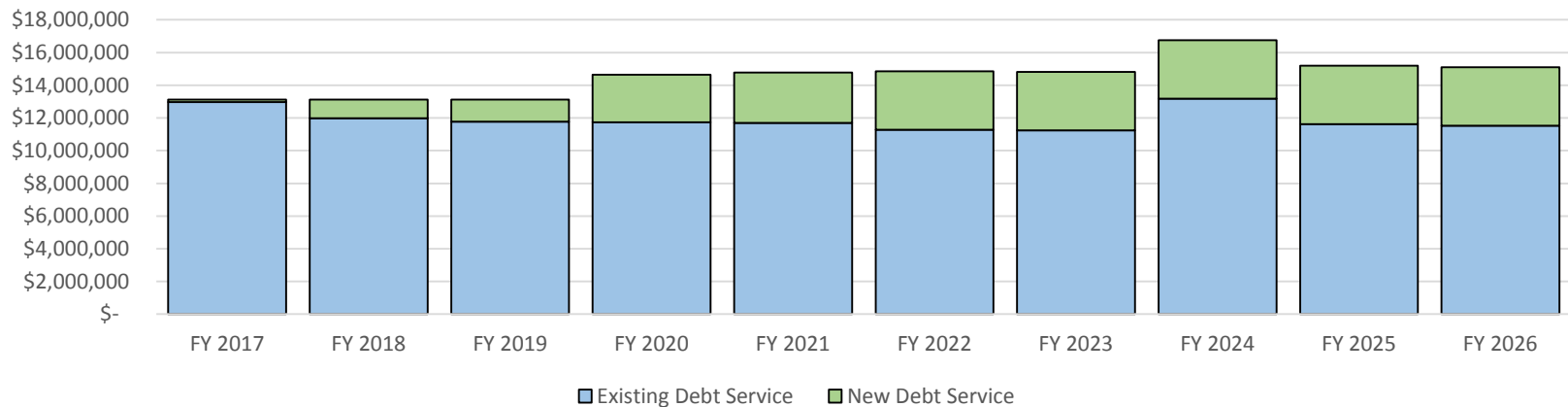
City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Debt Capacity Analysis

- The model assumes three debt issuances in the next five years: \$15,000,000 in FY 2017, \$25,000,000 in FY 2019 and \$10,000,000 in FY 2021. The chart below shows the revised debt service chart for General Obligation debt during the horizon of the CIP.

Proposed City of Franklin General Obligation Debt Service - FY 2017 - 2026



City of Franklin, Tennessee

FY 2017-2026 Capital Investment Program

Debt Capacity Analysis & Invest Franklin

- The model assumes using most of the \$0.07 raised through the **Invest Franklin** initiative to service debt while other funds and capital reserves will be used for pay as you go projects. The table below shows the balance of **Invest Franklin** Funds if they are used in this way.

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Net Increase Debt Service Year over Year	\$ 150,000	\$ 1,270	\$ (1,709)	\$ 1,535,939	\$ 1,656,442
Invest Franklin	<u>\$ 3,176,766</u>	<u>\$ 3,208,534</u>	<u>\$ 3,240,619</u>	<u>\$ 3,273,025</u>	<u>\$ 3,305,755</u>
Annual Balance of Invest <i>Franklin</i> Funds	\$ 3,026,766	\$ 3,207,264	\$ 3,242,328	\$ 1,737,087	\$ 1,649,314
Cumulative Net Balance Invest Franklin	\$ 3,026,766	\$ 6,234,029	\$ 9,476,357	\$ 11,213,444	\$ 12,862,758

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Net Increase Debt Service Year over Year	\$ 1,728,537	\$ 1,691,819	\$ 3,628,865	\$ 2,078,795	\$ 1,989,809
Invest Franklin	<u>\$ 3,338,813</u>	<u>\$ 3,372,201</u>	<u>\$ 3,405,923</u>	<u>\$ 3,439,982</u>	<u>\$ 3,474,382</u>
Annual Balance of Invest <i>Franklin</i> Funds	\$ 1,610,276	\$ 1,680,383	\$ (222,941)	\$ 1,361,188	\$ 1,484,574
Cumulative Net Balance Invest Franklin	\$ 14,473,034	\$ 16,153,417	\$ 15,930,475	\$ 17,291,663	\$ 18,776,237



HISTORIC
FRANKLIN
TENNESSEE

Debt Capacity Model Update

Presented on
August 18, 2016



PFM Financial Advisors LLC
530 Oak Court Drive
Memphis, TN 38117-3722
P 901.682.8356
F 901.682.8386

Capacity Model Overview

The Capacity Model includes:

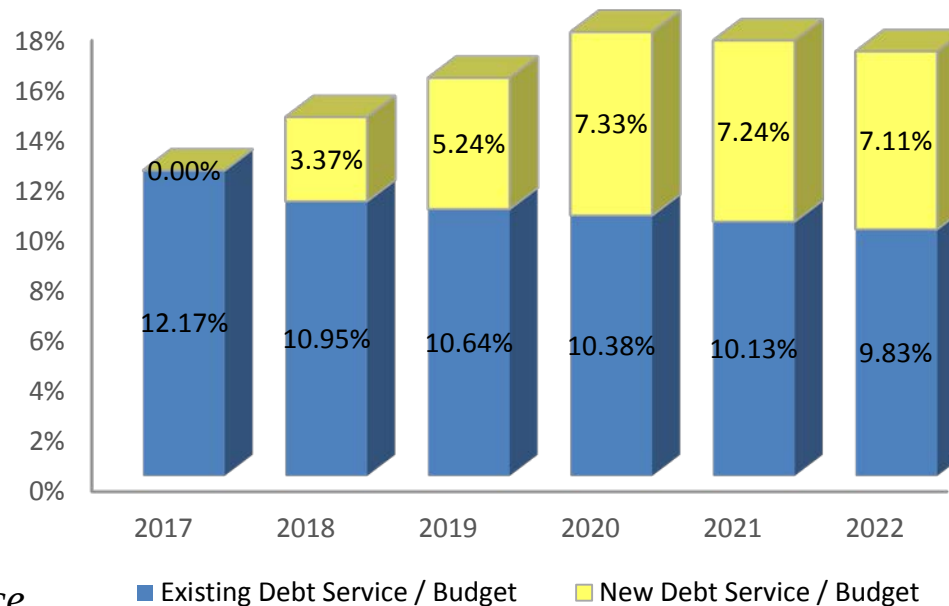
- Actual, Audited Revenues and Expenditures for FY 2015
- Estimated, Unaudited FY 2016 Revenues and Expenditures
- Budgeted FY 2017 Revenues and Expenditures
- Revenue and Expenditure Growth Rate Assumptions for FY 2018 – 2022 provided by the City
- Bonds issued in FY 2017, FY 2019 and FY 2021 to cover CIP project needs of \$82.3 million which results in bonds issued totaling \$63.8 million

CIP Summary

CIP Work Sheet									
August 2016 Analysis									
Project Description Projects	2017	2018	2019	2020	2021	2022	5 Year Total (18-22)	Project Total	
1 East McEwen Drive - Phase 4	2,600,000	1,000,000	12,164,000	12,164,400	-	-	25,328,400	27,928,400	
Net Funding Needs	2,350,000	750,000	7,914,000	7,914,400	-	-	16,578,400	18,928,400	
2 East/Southeast Multipurpose Park	1,200,000	4,000,000	4,000,000	4,000,000	-	-	12,000,000	13,200,000	
Net Funding Needs	-	3,800,000	3,800,000	3,800,000	-	-	11,400,000	11,400,000	
3 Sidewalk Gaps	250,000	250,000	250,000	250,000	250,000	-	1,000,000	1,250,000	
Net Funding Needs	250,000	250,000	250,000	250,000	250,000	-	1,000,000	1,250,000	
4 Fire Station 7	80,000	4,150,000	100,000	-	-	-	4,250,000	4,330,000	
Net Funding Needs	-	-	-	-	-	-	-	-	
5 Franklin Road Improvements & Streetscape	-	2,550,000	5,895,000	5,895,000	-	-	14,340,000	14,340,000	
Net Funding Needs	-	1,900,000	4,405,450	5,155,450	-	-	11,460,900	11,460,900	
6 Goose Creek Interchange Lighting	60,000	810,000	-	-	-	-	810,000	870,000	
Net Funding Needs	30,000	405,000	-	-	-	-	405,000	435,000	
7 Major Street Resurfacing	-	2,400,000	-	1,700,000	-	1,300,000	5,400,000	5,400,000	
Net Funding Needs	-	2,400,000	-	1,700,000	-	1,300,000	5,400,000	5,400,000	
8 Hillsboro Road	15,000,000							-	15,000,000
Net Funding Needs	15,000,000	-	-	-	-	-	-	-	15,000,000
Project Subtotal	19,190,000	15,160,000	22,409,000	24,009,400	250,000	1,300,000	63,128,400	82,318,400	
Net Funding Needs	17,630,000	9,505,000	16,369,450	18,819,850	250,000	1,300,000	46,244,300	63,874,300	
Bonds Issued	27,135,000		35,189,300		1,550,000			63,874,300	

Debt Service to Budget Metrics

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
New Debt Service	-	2,177,383	3,492,094	5,001,063	5,058,973	5,125,439
Estimated Gen Fund Budget (GF Revenues)	62,851,566	64,679,768	66,609,758	68,217,387	69,909,525	72,111,789
New Debt Service / Budget	0.00%	3.37%	5.24%	7.33%	7.24%	7.11%
Existing Debt Service	7,651,190	7,079,596	7,084,969	7,080,820	7,085,047	7,086,321
Existing Debt Service / Budget	12.17%	10.95%	10.64%	10.38%	10.13%	9.83%
New + Existing Debt Service	7,651,190	9,256,978	10,577,063	12,081,883	12,144,019	12,211,760
New + Existing Debt Service / Budget	12.17%	14.32%	15.88%	17.71%	17.37%	16.94%



Debt Assumptions:
Interest rate of 5.00%
20 year, level debt service

Debt Management Policy Ratios

The City's updated Debt Management Policy includes the following ratios:

1. Direct debt as a % of Full Value $\leq$ 1.75%
2. Direct debt of Operating Revenues of $\leq$ 3.00X
3. Total Governmental Funds Debt Service as a % of expenditures $\leq$ 25%

The City also has a reserve fund policy to maintain at least 33% of General Fund Revenues.

Policy Ratios

Affordability Matrix								
Debt Policy	Direct Debt % of Full Value		Direct Debt to Operating Revenue		Govt. Fund DS % Govt. Expenditures		General Fund Balance as a % of Operating Revenues ⁽¹⁾	Debt Service as a % of Operating Expenditures ⁽²⁾
	≤ 1.75%		≤ 3.00x		≤ 25%		≥ 30%	
FY 2017 (Series 2017 Bonds)		1.3%		2.4		14.9%	61.9%	10.8%
FY 2018		1.2%		2.2		16.2%	62.8%	12.8%
FY 2019 (Series 2019 Bonds)		1.4%		2.5		17.4%	64.5%	14.1%
FY 2020		1.3%		2.3		19.0%	66.7%	15.5%
FY 2021 (Series 2021 Bonds)		1.2%		2.1		18.9%	69.3%	15.3%
FY 2022		1.1%		2.0		18.3%	72.2%	15.1%

(1) Moody's 2013 Aaa Median = 38.5%

(2) This metric is no longer reported by Moody's.

Assumptions:

Market Value/Full Value grows at 1%

Governmental Expenditures grow at 1%

Operating Expenses include debt service to be paid out of the General Fund



August 4, 2016

HISTORIC
FRANKLIN
TENNESSEE

Ms. Denise Baker
Transportation Program Monitor - Region 3
TDOT Local Programs Development Office
James K. Polk Bldg., 6th Floor
505 Deaderick Street
Nashville, TN 37243

RE: PIN 108409.00 Hillsboro Road Improvements – Amendment Number 3 Request
Federal Project Number: STP-EN-106(22)
State Project Number: 94014-3230-04
Agreement Number: 060118

Dear Ms. Baker,

The City of Franklin formally requests an Amendment Number 3 to the original contract (060118) for PIN 108409.00, Hillsboro Road (SR-106) Intersection Improvements at Claude Yates Drive extending from Joel Cheek Blvd to Mack Hatcher Pkwy. This project is currently under construction. We issued the City's construction notice to proceed to the contractor on April 18, 2016. They have 430 consecutive calendar days to complete the construction project by June 21, 2017. Per Amendment Number 2, the TDOT contract completion date is October 31, 2016. Can we extend the TDOT contract completion date until October 31, 2017, which will get us through the whole construction phase, and allow for final project invoice submittals?

The City of Franklin has worked diligently to move this project forward since Amendment Number 2 was approved. But, our right-of-way and final design phases lasted longer than originally planned. The City regularly encountered extended timeframes for right-of-way negotiations and condemnations, which is not uncommon. Also, the final construction plans process encountered many revisions before they could be approved by TDOT and the City. But as stated above, we are currently under construction.

Thank you for your consideration of this request for a time extension until October 31, 2017.

Very sincerely,



William Banks
Staff Engineer
City of Franklin
109 Third Avenue South Suite 142 • Franklin, TN 37064
615-550-6677 (Direct) • 615-791-3218 (Main Office)
william.banks@franklintn.gov



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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

August 8, 2016

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

Re: Intersection of Hillsboro Road and Claude Yates Drive
Franklin, Williamson County
PIN: 108409.00
Federal Project Number: STP-EN-106(22)
State Project Number: 94LPLM-F3-026
Agreement Number: 060118

Dear Mayor Moore:

I am attaching an amendment to the original contract. The amendment extends the contract to October 31, 2017. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

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

Sincerely,

Whitney Sullivan
Transportation Manager

Attachment

Ecc: Paul Degges
John Kahle
Whitney Sullivan
Kip Mayton
Matt Burcham
David Layhew
Joe Deering
Mike Brown
Anna Emerson
William Banks
TDOT.DesignDesign.LocalPrograms@tn.gov
E-File

Bcc: File

Amendment Number: 3

Agreement Number: 060118

Project Identification Number: 108409.00

Federal Project Number: STP-EN-106(22)

State Project Number: 94LPLM-F3-026

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

“Intersection Improvements at Claude Yates Drive extending from Joel Cheek Blvd to Mack Hatcher Pkwy (SR-397)”

1. The language of Agreement # 060118 dated January 10, 2014, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before **OCTOBER 31, 2016.**

to

The Agency agrees to complete the herein assigned phases of the Project on or before **OCTOBER 31, 2017.**

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

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Ken Moore **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Shauna Billingsley **Date** **John Reinbold** **Date**
Attorney **General Counsel**

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0306**

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

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

**SCADA CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES**

1. **SCOPE OF SERVICES.** Consultant shall provide construction engineering and inspection services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED FORTY-ONE AND No/100 DOLLARS** (\$432,641.00).

**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:

Shauna R. Billingsley, City Attorney

Attachment A to Exhibit A

City of Franklin, Tennessee

Proposal for SCADA System Construction Management Services

1.0 Project Background

An important piece of the future growth and management of the City of Franklin's water and wastewater systems is the replacement of the antiquated Supervisory Control and Data Acquisition (SCADA) system that is currently utilized by the City to manage and control the existing water distribution, wastewater collection system, water treatment, and wastewater treatment systems. This proposal is for the construction services associated with the implementation of the designed upgrades to the SCADA system.

2.0 Scope

Task G, General Services During Construction (SRF Basic Engineering)

For this project, we have assumed that General Services or Office Services will include: G1) Preparation of conformed drawings and specifications, G2) Project management, G3) Project meetings, G4) Engineering reviews, clarifications, and interpretations, G5) Site visits by engineering and management staff and G6) Witnessing of Factory Testing.

Task G1, Preparation of Conformed Drawings and Specifications

CDM Smith will incorporate addendum material into the bid drawings and specifications to prepare conformed drawings and specifications. We have assumed that the drawing set will consist of 32 drawings and that six sets of printed conformed documents (drawings and specifications) will be prepared.

Task G2, Project Management

This task includes management of the project team, establishing and monitoring consulting schedules and budgets, invoicing, reporting, and general coordination of the project. The following subtasks further define the work under this task. Each of these subtasks was budgeted assuming a total project timeframe of 52 weeks (50 weeks of construction duration plus 2 weeks of preparation and close out time.)

Task G2A – CDM Smith Project Kickoff Meeting

CDM Smith will hold an internal project kickoff meeting for initial planning and coordination with the team. This meeting will establish roles, responsibilities, expectations, communication protocol, processes and procedures, scope, schedule, budgets, etc. We assume that five staff members will participate in the kickoff meeting.

Task G2B – General Administration of the Construction Contract

This task will include coordinating project technical staff, monitoring the progress and cost of each task, budget control, preparing monthly progress reports for submission to the City of Franklin (COF), and preparing monthly invoices for submission to COF.

Task G2C – Final Documentation Filing and File Review

At the end of the project the CDM Smith team will complete final documentation, review the files, and complete final file maintenance and turn over a complete final set of documents to the City of Franklin.

Task G3, Project Meetings

We anticipate that five types of meetings requiring CDM Smith participation will occur during construction: G3A) Preconstruction meeting, G3B) Monthly progress meetings, G3C) Special meetings, G3D) Periodic CDM Smith project team meetings, and G3E) Bi-weekly conference calls between the CDM Smith project manager and the COF project manager. The anticipated scope and budget for the special meetings are based on those special meetings identified in the specifications, plus an allowance for unplanned special meetings.

Task G3A - Preconstruction Meeting

CDM Smith will prepare a pre-construction meeting agenda and conduct a preconstruction meeting in Franklin, Tennessee with the Contractor, and others as appropriate, to explain construction administration procedures and to delineate project requirements and constraints. CDM Smith will prepare and distribute minutes of the meeting within one week. We assume that this meeting will be no more than 3 hours long and will be attended in person by the CDM Smith project manager, the CDM Smith instrumentation and control engineer, and a local CDM Smith construction specialist and the CDM Smith Client Service Leader. We assume that the CDM Smith electrical engineer will attend by phone.

Task G3B - Monthly Progress Meetings

CDM Smith will conduct monthly progress meetings with the Contractor, COF representatives, and others as necessary to review submittal status, completed and ongoing activities, planned work schedules, and to discuss issues. CDM Smith will prepare an agenda for each meeting and will prepare meeting minutes subsequent to each meeting. Meeting minutes will be distributed to all parties within five business days following the meeting. CDM Smith has budgeted for a total of 11 monthly progress meetings. These will be attended in person by the CDM Smith Construction Specialist and will be attended by phone by the CDM Smith electrical engineer and the instrumentation and control engineer. We assume that the CDM Smith project manager will attend two of the meetings in person and 9 of the meetings by phone.

Task G3C – Special Meetings

The specifications identify several special meetings (see the list below), and in some cases additional special meetings will be required in between the monthly progress meetings to resolve time sensitive problems. Our assumptions are outlined in the list below.

1. Maintenance of System Operations Special Meeting (1 meeting) – This meeting will be attended by the CDM Smith construction specialist, project manager, electrical engineer, and instrumentation and control engineer. The electrical engineer will attend by phone. CDM Smith will also request that City personnel with responsibility for the wastewater collection system, the water distribution system, and SCADA for the water and wastewater treatment plants attend.
2. I&C Submittal Review Coordination, Standards and Conventions, and Historical Data Management and Reports Meeting (1 meeting)
3. I&C Draft Graphics Review Meeting (1 meeting)
4. I&C Second Graphics Review and Factory Testing Pre-Coordination Meeting (1 meeting)
5. I&C Field Testing Pre Coordination Meeting (1 meeting)
6. Other unplanned special meetings (1 meeting)

Task G3D – Periodic CDM Smith Team Coordination Meetings

We have budgeted for 24, half hour conference calls to coordinate with the team and identify and clear up any ‘roadblocks’ to progress. These will occur as the need arises.

Task G3E – Bi-Weekly Coordination Call with COF

The CDM Smith project manager and senior construction specialist will hold 26 half hour bi-weekly coordination calls with COF. The CDM Smith Client Service Leader will also attend half of these calls.

Task G4, Engineering Reviews, Clarifications and Interpretations

This task includes G4A) Review of shop drawings and other submittals, G4B) Review of payment applications, G4C) Review of schedule submittals, G4D) Response to RFIs, and G4E) Review of final/closeout submittals. CDM Smith will set up an e-room or an equivalent platform for management of submittals and other documents. This will be accessible to the contractor for uploading submittals and viewing files. The City will also have access.

Task G4A - Review Shop Drawings and Other Submittals

CDM Smith will process and track the Contractor's shop drawing and product data submittals on equipment and methods. Each submittal will be reviewed to determine conformance with the design concept and compliance with the contract documents.

A comprehensive list of submittals and deliverables required from the Contractor will be prepared, based on the provisions of the Contract Documents. The list will include shop drawings, product data, samples, operation and maintenance manuals, start-up and testing reports, record documents, and other submittals as required, with related specification references. The submittal schedule will be distributed at the Preconstruction Meeting and maintained similar to a checklist throughout the construction period. The budget for this task assumes review of up to 75 total submittals and resubmittals. The budget also assumes that any third submittals will be considered additional services that will be paid for by the Contractor.

Task G4B - Review of Schedule of Values and Applications for Payment

CDM Smith will review and assist COF with negotiation of the schedule of values. In addition, CDM Smith will review 12 monthly applications for payment from the Contractor for compliance with the established procedure for their submission, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work. The reviewed and approved payment application will be forwarded to the COF with recommendation for action. Accurate project cost records will be maintained, including monthly payments and proposed, pending, or approved changes in the work.

Task G4C - Schedule Reviews

CDM Smith will review the Contractor's initial construction schedule to ensure that the activities are comprehensive, the workflow is logical, the relationships between tasks is logical, and that the schedule appropriately considers maintenance of system operation constraints. CDM Smith will monitor the Contractor's actual progress and compare it to the approved schedule. CDM Smith will interface with the COF staff on issues involving scheduled shut-downs, tie-ins, start-ups, commissioning, etc., to ensure adequate lead time is provided for proper coordination and preparation for these activities. We have budgeted for review of the initial schedule submittal plus a total of 11 subsequent schedule submittals.

Task G4D - Response to RFIs

CDM Smith will respond to Requests for Information and interpretation or clarification of the drawings and specifications. When required, sketches or other documentation will be prepared to accompany responses. CDM Smith will maintain a log of Requests for Information, indicating subject of request, date of request, originator of request, person responsible for response and date of response. The budget for this task assumes that responses will be prepared for a total of 20 RFIs.

Task G5, Site Visits by Office Staff

No onsite services are proposed. Instead we propose to provide regular visits by a local CDM Smith construction specialist supplemented by visits from the CDM Smith electrical and instrumentation and control engineers. The local construction specialist will provide general construction observation while the electrical and instrumentation and control engineers will provide specialized technical observation.

Disruption of the operation of any part of the water and wastewater systems can have far reaching consequences. As a result, one of the challenges that the contractor will face is staging of his work in a way that will allow him to meet the "Maintenance of System Operations" requirements that are established in the contract documents to prevent compromising the integrity of the City's operations. Different contractors will have different solutions to this problem and the particular solution used by the selected contractor will impact the number of trips and the level of effort required for CDM Smith construction observation staff. Thus, the assumptions we outline below for Tasks G5A and G5B are our best guess at the level of effort and number of trips.

Four categories of site visits are outlined below. They include: Construction specialist site visits, technical discipline member site visits, a substantial completion inspection, and a final completion inspection.

Task G5A – Construction Specialist Site Visits

We have assumed that the local construction specialist will need 4 hour per week for the first 12 weeks, 12 hours per week for the next 25 weeks, and 4 hours per week for the last 13 weeks, or a total of 400 hours. The three periods of time correspond to 1) the initial period of time where submittals and procurement will be taking place and site work will be limited, 2) the middle period of time when most construction will take place, and 3) the time between substantial completion and final completion. In addition to general observation, the local construction specialist will provide on-the-ground support for the technical staff when issues arise. We have also budgeted for 3000 automobile miles during this time period.

Task G5B - Technical Discipline Site Visits for Interim Inspections

Periodic site visits will be made by the CDM Smith instrumentation and control engineer during construction. The visits will be timed to coincide with the functional demonstration test (FDT) activities defined in the specifications, thus no hours are included for this task and instead those hours are accounted for under Task S2, Functional Demonstration Testing Observation.

Task G5C - Substantial Completion

Following notice from the Contractor that all of the Work is ready for its intended use, CDM Smith and COF, accompanied by the Contractor, will conduct an inspection to determine if the Work is Substantially Complete. If COF and CDM Smith consider the work Substantially Complete, CDM Smith will deliver a Certificate of Substantial Completion to the Contractor along with a checklist of items that must be complete for the work to be considered finally complete. The substantial completion inspection will be attended by the CDM Smith construction specialist, electrical engineer, and instrumentation and control engineer. We assume that the substantial completion inspection will take two days. Upon completion of the inspection the CDM construction specialist and engineers will prepare a certificate of substantial completion and a checklist.

Task G5D - Final Completion

CDM Smith will conduct a final inspection to determine if the Contractor's work is acceptable so that CDM Smith may recommend final payment to the Contractor. Accompanying the recommendation for final payment, CDM Smith will indicate that the Work is acceptable to the best of CDM Smith's knowledge, information and belief and based on the extent of the services performed and furnished by CDM Smith under this Agreement. We have assumed that the inspection will be performed by the CDM Smith construction specialist, electrical engineer, and instrumentation and control engineer. We assume that the final completion inspection will take two days and that only one final completion inspection will be required. Upon completion of the inspection the CDM construction specialist and engineers will prepare a certificate of final completion for the City's consideration and execution.

Task G6, Witnessing of Factory Testing

As with the Functional Demonstration Test (FDT), we have assumed that the Witnessed Factory Test (WFT) will be done in stages. The instrumentation engineer will require up to three trips of 20 hours each, which includes preparation time, travel and visit time, and memorandum preparation time, as well as travel costs.

Task S, Special Services

Special services are services that are not part of the normal services provided under General and Resident Services. We have assumed that Special Services will include: S1) Change order claim review and negotiation assistance, S2) Witnessing of functional testing and startup, and S3) Preparation of record drawings. These are defined in detail below.

Task S1, Change Management (SRF Basic Engineering)

This task includes review of contractor claims and proposals, preparation of requests for proposal, assistance of COF in negotiating change order scope, schedule and cost, and preparation of change orders, including the final reconciliation change order. RPR staff effort associated with change management are covered under the resident services task costs. Office support cost associated with change management is included under this task. As the level of effort for this item cannot be predicted, we propose to establish an allowance of \$20,000 for this item.

Task S2, Functional Demonstration Testing (FDT) Observation (SRF Other Engineering)

This task involves engineer observation of functional demonstration testing by the Contractor. We have assumed that the instrumentation and control engineer will have to make up to three trips of two days each. As previously mentioned, the Maintenance of System Operations solution developed by the contractor will dictate the actual number of FDT trips required, so the number of visits and level of effort identified above are our best estimate of what will be required. Since the electrical improvements for this project are minor in nature, we have assumed that no electrical engineering hours will be required for functional demonstration testing observation.

Task S3, Preparation of Record Drawings (SRF Other Engineering)

CDM Smith will review the final as-built information submitted by the Contractor, and will revise the construction drawings to reflect the record conditions based on the Contractor's Record Drawing information, supplemented with any additional information gathered during inspection activities. Final Record Drawings will be provided to COF in the following format: electronic drawing files on CDs (AutoCAD and PDF), and two sets each of full-size and half-size prints.

Task SRF, SRF Related Services (SRF Administrative and Legal)

These services are services that are required under the SRF rules and include contract labor compliance, disbursement preparation guidance and review, closeout document preparation, and miscellaneous meetings and tasks. Contract labor compliance is monitoring that is required to verify that Davis-Bacon Act labor practices requirements are being followed.

Task SRF1, Contract Labor Compliance

This task includes providing labor compliance services for administering, monitoring and enforcing labor standards as required under the Davis-Bacon Act which is required by the State Revolving Fund Loan Program. In general, the rules require:

- Comprehensive field interviews within two weeks of the start of the project,
- Comprehensive field interviews within two weeks of the end of the project,

- Weekly interviews with a randomly selected employee of the general contractor or a subcontractor,
- Monthly review of the pay requests for labor compliance, especially with respect to interview information

Specifically, the work includes but may not be limited to the following:

- Determine the specific labor standards parameters applicable for the construction project.
- Participate in the pre-construction meeting and inform contractors of wage and reporting obligations.
- Create and maintain a project Labor Standards Administration File.
- Conduct on-site field employee interviews on Form HUD-4720.
- Reconcile employee interviews with Certified Payrolls.
- Verify and document posting of federal notices on jobsite.
- Perform ongoing and timely monitoring reviews of the weekly Certified Payroll Reports and related submissions for compliance.
- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken including restitution payments.
- Identify violations and investigate complaints of underpayment to workers.
- Prepare the Notice of Labor Standards Violation Report and HUD 5.7 Enforcement Report for the underpayments to workers, if necessary.
- Prepare various reports for contract and labor compliance including but not limited to the Contract and Subcontract Activity Report, and Semi-Annual Labor Standards Enforcement Report.
- Review the final project file and participate in the final review meeting.
- Records: Interview forms and certified payrolls will be kept with the rest of the project records for three years after the contract is completed.

The actual level of effort required for this task is dependent on the number of contractors/subcontractors that must be monitored, the number of employees each contractor/subcontractor has, and the number and magnitude of problems that arise during a project. We propose establishing an allowance of 640 hours for this task and monitoring the expenditures on a monthly basis.

Task SRF2, Disbursement Preparation Guidance and Review

This task includes reviewing of the Contractors pay applications to confirm compliance with the SRF requirements and providing guidance on disbursement request preparation as necessary. This task also includes filling out SRF checklists and forms, performing budget adjustment assistance, coordinating with SRF after disbursement requests have been sent in and assisting with revisions if necessary. We assume that a total of twelve disbursement requests will occur.

Task SRF3, Closeout Documents Preparation

This task includes compilation and review of documents associated with closing out the SRF loan.

Task SRF4, Miscellaneous Meetings/Tasks

This task includes assistance with numerous miscellaneous tasks and meetings. Examples include:

- Assistance with assembly of authority to award,
- Attendance at pre-construction meeting,
- Assistance with response to state audits, EPA audits, internal audits,
- Files review during the project (files will be reviewed during SRF periodic inspections,
- Fiscal sustainability plan composing and compilation,
- Change order review and assistance with submittal to SRF,
- Plans and specifications addendum review and assistance with submittal to SRF, and
- Other liaison services with SRF.

Since it isn't possible to accurately define the level of effort and complete scope of miscellaneous items, we propose establishing an allowance of \$25,000 for this task and monitoring the expenditures on a monthly basis.

3.0 Time of Completion/Schedule

The proposed schedule for the proposed task is as follows:

- Conforming of drawings and specifications – This will be completed within one week of receipt of executed contract from the contractor.
- Preparation of record drawings – This be completed within 15 days of receipt of record drawing information from the contractor.
- All other tasks will be completed as dictated by the construction progress and construction contract documents.

4.0 Compensation and Payment

The work under this contract will be performed for a not to exceed budget of \$432,641. A breakdown of the cost for this amendment is provided in Table 1. The work will be performed on a billing rates basis in accordance with the rates established in Table 2.

Table 1
Summary of Budget by Task
Franklin SCADA Construction Services Proposal

	Task No.	G1	G2	G3	G4	G5	G6	S1	S2	S3	SRF	
		General Services						Special Services				
LABOR	Rate	Conforming Drawings	Project Management	Project Meetings	Reviews, Clarifications and Interpretations	Office Staff Visits	Witnessing Factory Tests	Change Mgmt	Functional Demo Testing	Preparation of Record Drawings	SRF Assistance	Totals
Officer	\$230	0	0	0	0	0	0	0	0	0	0	0
Project Manager	\$190	3	75	84	61	0	0	32	0	4	0	259
Senior Technical Specialist	\$205	2	23	9	0	0	0	0	0	0	0	34
Technical Specialist	\$185	2	2	25	113	0	0	36	0	0	0	178
Senior Engineer/Scientist	\$160	2	2	177	109	80	60	40	60	0	0	530
Engineer/Scientist	\$130	6	77	50	123	0	0	0	0	12	0	268
Junior Engineer/Scientist	\$110	0	0	0	113	0	0	0	0	0	0	113
Senior Designer	\$125	12	0	0	0	0	0	0	0	38	0	50
Designer/Drafter/Technician	\$105	12	0	0	10	0	0	0	0	38	0	60
Administrative Staff	\$85	7	35	9	0	0	0	8	0	8	0	67
TOTAL HOURS		46	214	354	528	80	60	116	60	100	0	1558
TOTAL DOLLARS		\$5,805	\$32,681	\$58,015	\$79,285	\$12,800	9600	\$19,820	\$9,600	\$11,740	\$0	\$239,346
OTHER DIRECT COSTS												
Car Mileage	\$0.58	\$0	\$0	\$1,368	\$0	\$1,920	\$90	\$0	\$90	\$0	\$0	\$3,468
Rental Car	\$70	\$0	\$0	\$675	\$0	\$300	\$450	\$0	\$450	\$0	\$0	\$1,875
Air Fare	\$700	\$0	\$0	\$5,600	\$0	\$2,800	\$2,100	\$0	\$2,100	\$0	\$0	\$12,600
Meals	\$44	\$0	\$0	\$900	\$0	\$360	\$270	\$0	\$270	\$0	\$0	\$1,800
Hotel	\$127	\$0	\$0	\$1,430	\$0	\$1,040	\$780	\$0	\$390	\$0	\$0	\$3,640
Apartment Rental	\$1,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Document Reproduction		\$800	\$970	\$560	\$1,440	\$540	\$100	\$180	\$200	\$800	\$0	\$5,590
Shipping		\$150	\$460	\$0	\$840	\$64	\$0	\$0	\$10	\$350	\$0	\$1,874
Miscellaneous Equipment/Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ODCs Plus 0% Markup		\$950	\$1,430	\$10,533	\$2,280	\$7,024	\$3,790	\$180	\$3,510	\$1,150	\$0	\$30,847
OUTSIDE PROFESSIONALS												
Structural - Special Inspection	15%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Civil Infrastructure Associates		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000	\$45,000
Scheduling Subconsultant		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Geotechnical - Materials Testing		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Observation Sub		\$0	\$480	\$7,040	\$4,200	\$36,560	\$0	\$0	\$0	\$0	\$54,400	\$102,680
Subtotal OPs		\$0	\$480	\$7,040	\$4,200	\$36,560	\$0	\$0	\$0	\$0	\$99,400	\$147,680
Subtotals with Ten Percent Markup	10%	\$0	\$528	\$7,744	\$4,620	\$40,216	\$0	\$0	\$0	\$0	\$109,340	\$162,448
TOTALS		\$6,755	\$34,639	\$76,292	\$86,185	\$60,040	\$13,390	\$20,000	\$13,110	\$12,890	\$109,340	\$432,641

Table 2
Billing Rates

Labor Category	Rate
Officer	\$230
Project Manager	\$190
Senior Technical Specialist	\$205
Technical Specialist	\$185
Senior Engineer/Scientist	\$160
Engineer/Scientist	\$130
Junior Engineer/Scientist	\$110
Senior Designer	\$125
Designer/Drafter/Technician	\$105
Administrative Staff	\$85
Notes:	
1. The onsite construction specialist will invoice to CDM Smith at \$85 per hour	
2. Outside professionals will be marked up by ten percent	
3. Other direct costs will be invoiced at actual cost	



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Office of General Counsel
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor,
Nashville, Tennessee 37243
Telephone: (615) 532-0131

September 26, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
RECEIPT NO. 7008 1830 0004 8096 4022

Mr. Robert N. Moore Jr.
Respondent
2406 Goose Creek Bypass
Franklin, TN, 37064

Re: Commissioner's Order, Case No. WPC16-0053
In the Matter of: Goose Creek Inn

Dear Mr. Moore

Enclosed please find an Order issued by Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation in the above referenced matter. Please read it carefully and pay special attention to the NOTICE OF RIGHTS section.

Sincerely,

A handwritten signature in blue ink, reading "Stephanie A. Durman".

Stephanie A. Durman
Assistant General Counsel

Enclosure

REC'D SEP 28 2016

**STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

IN THE MATTER OF:

DIVISION OF WATER RESOURCES

**ROBERT N. MOORE, Jr. d/b/a
THE ROBERT N. MOORE
COMPANY,**

CASE NO. WPC16-0053

RESPONDENT.

COMMISSIONER'S ORDER AND ASSESSMENT

NOW COMES Robert J. Martineau, Jr., Commissioner of the Tennessee Department of Environment and Conservation (the "Department"), and states:

PARTIES

I.

Robert J. Martineau, Jr., is the duly appointed Commissioner of the Department. The Commissioner is responsible for administering the *Water Quality Control Act* (the "Act"), Tenn. Code Ann. § 69-3-101 *et seq.*

II.

Robert N. Moore, Jr. (hereinafter "Respondent"), doing business as the Robert N. Moore Company,¹ owns and operates a domestic wastewater treatment system associated with the Goose Creek Inn in Franklin, Tennessee. Service of process may be made on the Respondent at 2406 Goose Creek Bypass, Franklin, Tennessee 37064.

¹ The Permit was issued to the Respondent as the owner of The Robert N. Moore Company. No such company is registered with the Tennessee Secretary of State. The January 31, 2011 renewal application was submitted by Mr. Moore as the owner/operator, and was signed by him, and the deed to the property is in Mr. Moore's name individually.

REC'D SEP 28 2016

JURISDICTION

III.

Whenever the Commissioner has reason to believe that a violation of the Act has occurred, or is about to occur, the Commissioner may issue a complaint to the violator and may order corrective action be taken pursuant to Tenn. Code Ann. § 69-3-109(a). Further, the Commissioner has authority to assess civil penalties against any violator of the Act pursuant to Tenn. Code Ann. § 69-3-115, and has authority to assess damages incurred by the state resulting from the violation pursuant to Tenn. Code Ann. § 69-3-116.

IV.

The Respondent is a "person" as defined by Tenn. Code Ann. § 69-3-103(26) and, as herein described, has violated the Act.

V.

Fivemile Creek is a "water of the state" as defined by Tenn. Code Ann. § 69-3-103(44). Pursuant to Tenn. Code Ann. § 69-3-105(a)(1), all waters of the state have been classified by the Tennessee Board of Water Quality, Oil and Gas for suitable uses. Tenn. Comp. R. & Regs. Chapter 0400-40-04. Accordingly, all waters of the state have been classified for the following uses: fish and aquatic life, recreation, irrigation, and livestock watering and wildlife, and may additionally be classified for use as industrial water supply, domestic water supply, and navigation.

VI.

Tennessee Code Annotated § 69-3-108 requires that a person obtain a permit from the Department prior to discharging pollutants into waters of the state. Rules governing the issuance of water quality permits have been promulgated as Tenn. Comp. R. & Regs. Chapter 0400-40-

REC'D SEP 28 2016

05. Tenn. Comp. R. & Regs. 0400-40-05-.08 requires that discharge permits issued by the Department impose effluent limitations that are sufficiently stringent to ensure adequate operation and performance of treatment units based on applicable technology-based requirements. In addition, Tenn. Code Ann. § 69-3-108(g)(1) requires all such permits to include the most stringent effluent limitations required to implement applicable water quality standards and to impose monitoring and reporting requirements. Furthermore, it is unlawful for any person to violate the conditions of a discharge permit issued by the Department. Tenn. Code Ann. § 69-3-108(b)(6) & Tenn. Comp. R. & Regs. 0400-40-05-.07(2)(a) & -.08(2).

FACTS

VII.

On May 31, 2011, the Department issued National Pollutant Discharge Elimination System (“NPDES”) Permit TN0060216 (the “Permit”) to the Respondent. The Permit became effective on July 1, 2011, and expires on June 30, 2016.² The Permit authorizes the Respondent to discharge treated domestic wastewater from the Goose Creek Inn wastewater treatment plant (“Goose Creek Inn WWTP”) to mile 2.2 of Fivemile Creek in accordance with effluent limitations, monitoring and reporting requirements, and other conditions set forth therein, including a requirement that monitoring and treatment equipment be properly operated and maintained. The receiving waters are in the Harpeth River Watershed and are designated by the Department’s Division of Water Resources (“Division”) as having unavailable parameters for *E. coli* and sedimentation/siltation. The receiving waters have a 7-day, 10-year interval (“7Q10”) low flow of zero. The design average daily flow from the Goose Creek Inn WWTP is 30,000 gallons per day. The Permit requires monitoring of certain effluent parameters and reporting the

² The Respondent reapplied in a timely manner for reissuance of his NPDES permit via application received January 12, 2016. This permit is administratively extended.

results to the Department on Monthly Operation Reports (“MORs”) signed and certified by the Respondent.

VIII.

The Goose Creek Inn WWTP is a package plant installed in the 1960s. The plant includes a contact stabilization system that consists of three barscreens at the influent structure, an aeration basin, a clarifier and tertiary filter. Liquid chlorine bleach is used for disinfection, and calcium thiosulfate is used for de-chlorination. The Goose Creek Inn WWTP receives wastewater flow from the Goose Creek Inn and two other businesses near the intersection of I-65 and Goose Creek Bypass (Highway 248): Mapco Service Station and K & T Associates.

IX.

On September 30, 2011, Division personnel conducted a Compliance Evaluation Inspection (“CEI”) of the Goose Creek Inn WWTP. The Division issued a notice of violation (“NOV”) to the Respondent on December 2, 2011, indicating the “wastewater treatment plant was found to be in very poor condition. Maintenance of the facility has been severely neglected and needs immediate attention.” The NOV also cited a number of effluent violations.

X.

On December 21, 2015, Division personnel conducted a CEI of the Goose Creek Inn WWTP. The purpose of the CEI was to verify compliance with the Permit’s self-monitoring requirements, effluent limitations, and other permit conditions. A review of monthly operation reports (“MORs”) submitted from January 2014 through December 2015 revealed that the Respondent reported numerous violations of the Permit’s effluent limitations, including:

- 7 daily maximum concentration violations for total residual chlorine (“TRC”);
- 1 daily maximum concentration violation for ammonia as nitrogen (“NH₃”);

REC'D SEP 28 2016

- 3 monthly average concentration violations for NH_3 ;
- 1 daily maximum concentration violations for *E. coli*;
- 1 daily maximum concentration violations for carbonaceous biochemical oxygen demand (“CBOD”);
- 1 monthly average concentration violation for CBOD; and
- 1 daily minimum concentration violation for dissolved oxygen (“DO”).

The CEI revealed systemic structural problems throughout the Goose Creek Inn WWTP that indicated a failure to properly operate and maintain all facilities and systems. During the CEI inspection, Department personnel observed:

- Severe deterioration and corrosion of the plant’s influent structure, treatment unit walls and structures above the water level, clarifier, emergency overflow weir, other weirs, grill walkway, metal supports throughout the plant, metal air lines leading to the aeration basin, piping and structures in the effluent chamber and effluent weir box, and electrical wiring, as a result of inadequate maintenance and age;
- Only one blower motor to supply aeration, which does not meet the minimum aeration capability required by the Division’s Engineering Design Criteria (Chapter 7, Activated Sludge, 7.4 Aeration Equipment, 7.4.2.2 Special Details) or the Goose Creek Inn permit (Part II, General Provisions, 4. Proper Operation and Maintenance, a.);
- No electrical timer for the blower motor to cycle the air on and off which is needed to prevent overheating and excess wear;
- Uncontrolled air flow (due, in part, to the absence of an electrical timer), resulting in aeration basin DO levels ranging from 6.0 to 12.0 mg/L, most frequently 7.0 to 9.0

mg/L, which far exceeds 2.0 mg/L—the range that supports appropriate micro-organisms required for activated sludge plants to provide efficient and effective biological treatment;

- Inadequate equipment to properly control the chlorine and de-chlorination solution feed rates, causing excess amounts of chemicals to be discharged, leading to white, gray, and black precipitate discharges resulting in adverse impacts to the receiving stream including objectionable color contrast;
- Electrical wiring and control mechanisms that have failed or are inadequate; and
- The inside of the weir box was coated with a white precipitate, and the effluent discharge was discolored white and was opaque. There were deposits of white material, then progressing to gray and blackish deposits in the bottom of the wet weather conveyance leading to the receiving stream. The discolored flow and deposits continued into the receiving stream, and there was discoloration of the receiving stream at and downstream of the discharge. The stream was clear upstream of the discharge point. In the upstream area, there were no deposits or discoloration of the type observed downstream of the plant discharge. It was later determined the discoloration was caused by the chlorination/de-chlorination chemicals, which were adjusted lower by the plant operator.

The CEI concluded that these violations render the plant structurally unsound and incompatible with the Division's engineering design criteria. As a result, the Goose Creek Inn WWTP cannot be operated according to normal treatment practices, and can no longer provide consistent wastewater treatment to meet permit conditions and protect water quality.

REC'D SEP 28 2016

XI.

On April 8, 2016, the Department issued a NOV to the Respondent, detailing the above-referenced violations. The NOV required a response detailing corrective actions within 30 days of receipt and submission of an updated engineering alternatives analysis to evaluate future sewerage needs and options within 60 days of receipt. The Respondent's green card for the certified mailing shows receipt on April 18, 2016, so his response was due on May 18, 2016 and his engineering alternatives analysis was due on June 17, 2016. The NOV also identified the ongoing provision of sewer services to two other businesses.

XII.

The Tennessee Regulatory Authority ("TRA") sent an undated letter (a copy of which was received by the Division on April 18, 2016) notifying the Respondent he was required to apply for a certificate of convenience and public necessity ("CCN") from the TRA, or explain why he believes he is not a public utility pursuant to Tenn. Code Ann. § 65-4-101(6) no later than April 28, 2016. On April 26, 2016, a letter was sent by Kim Craddock on letterhead of the Robert N. Moore Company to TRA indicating Mr. Moore was, and had been, out on medical leave. To date, the Respondent has failed to satisfy the TRA's request.

XIII.

On June 24, 2016, Linda Sullivan, P.E., of Civil Infrastructure Associates ("CIA") contacted Division personnel to discuss potential corrective action, focusing on how to abandon the existing package plant and connect to the City of Franklin's municipal sewer system.

REC'D SEP 28 2016

XIV.

On June 28, 2016, Ms. Sullivan sent a response to the NOV on behalf of the Respondent. The response indicated that the Respondent submitted a “request for sewer availability and associated costs” to the City of Franklin on May 27, 2016, and met with city officials on June 24, 2016 to discuss abandoning the existing package plant and connecting to the municipal sewer system. The Respondent has engaged CIA to develop a schedule, plans, and budget to connect to the sewer. The letter indicated that CIA would “need time for meetings and approvals from the City to clearly define the scope of the necessary work.” Since that time, Ms. Sullivan has continued to update Division staff.

VIOLATIONS

XV.

By failing to comply with the terms and conditions of his NPDES permit, the Respondent has violated Tenn. Code Ann. §§ 69-3-108(b)(1), (3) & (6), and -114(b), which state, in relevant part:

Tenn. Code Ann. § 69-3-108(b):

It is unlawful for any person, other than a person who discharges into a publicly owned treatment works or a person who is a domestic discharger into a privately owned treatment works, to carry out any of the following activities, except in accordance with the conditions of a valid permit:

- (1) The alteration of the physical, chemical, radiological, biological, or bacteriological properties of any waters of the state;
- (3) The increase in volume or strength of any wastes in excess of the permissive discharges specified under any existing permit;
- (6) The discharge of sewage, industrial wastes, or other wastes into water, or a location from which it is likely that the discharged substances will move into waters;

Tenn. Code Ann. § 69-3-114(b):

REC'D SEP 28 2016

In addition, it is unlawful for any person to act in a manner or degree which is violative of any provision of this part or of any rule, regulation, or standard of water quality promulgated by the board or of any permits or orders issued pursuant to the provisions of this part; or fail or refuse to file an application for a permit as required in § 69-3-108; or to refuse to furnish, or to falsify any records, information, plans, specifications, or other data required by the board or the commissioner under this part.

XVI.

By causing a condition of pollution in Fivemile Creek, the Respondent has violated Tenn.

Code Ann. § 69-3-114(a) which states:

It is unlawful for any person to discharge any substance into the waters of the state or to place or cause any substance to be placed in any location where such substances, either by themselves or in combination with others, cause any of the damages as defined in § 69-3-103, unless such discharge shall be due to an unavoidable accident or unless such action has been properly authorized. Any such action is declared to be a public nuisance.

XVII.

During the course of the investigation the Division incurred DAMAGES in the amount of FOUR HUNDRED EIGHTEEN DOLLARS AND 27 CENTS (\$418.27).

ORDER AND ASSESSMENT

XVIII.

WHEREFORE, pursuant to the authority vested by Tenn. Code Ann. §§ 69-3-109, 69-3-115 and 69-3-116, I, Robert J. Martineau, Jr., hereby issue the following ORDER and ASSESSMENT to the Respondent:

1. No later than forty-five (45) days after receipt of this Order and Assessment, the Respondent shall submit all required design and engineering plans and, if required, ARAP or SOP applications, necessary to connect the Goose Creek Inn to the City of Franklin's sewer system, abandon the existing package plant, and stop discharging from the Goose Creek Inn

REC'D SEP 28 2016

WWTP. These plans shall be submitted to the manager of the Division of Water Resources located at the Nashville Environmental Field Office (N-EFO) at 711 R.S. Gass Blvd, Nashville, TN 37216, with a copy to the Compliance and Enforcement Unit of the Division of Water Resources at the William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor, Nashville, TN 37243. All correspondence regarding this Order and Assessment should include the Respondent's name, this Order and Assessment number, and county name. The Respondent WILL NOT be required to submit the plans and permit applications outlined in Item 2 (with the exception of plans to abandon the existing package plant) if he enters into agreement with the City of Franklin for the latter to construct all sewer appurtenances necessary to connect to public sewer within 45 days after receipt of this Order and Assessment.

2. The Respondent shall notify any entities for which it is currently providing wastewater treatment of its plans to abandon the Goose Creek WWTP no later than sixty (60) days prior to ceasing service, and provide copies of the correspondence to the Division at the addresses listed in item 1.

3. No later than ninety (90) days after Division approval of all required plans and permits identified in Item 1, the Respondent shall connect the Goose Creek Inn to the City of Franklin's sewer system, abandon the existing Goose Creek Inn WWTP, stop discharging from the Goose Creek Inn WWTP, and provide written and photographic documentation in duplicate to the Division at the addresses listed in Item 1. If, at any point within 45 days after receipt of this Order and Assessment, the Respondent enters into agreement with the City of Franklin for the latter to construct all sewer appurtenances necessary to connect to public sewer, the Respondent will have 90 days from the date of agreement for all work to be completed. The Respondent shall provide evidence of completion to the Division at the addresses listed in item 1.

REC'D SEP 28 2016

4. The Respondent shall pay a CIVIL PENALTY of ONE HUNDRED TEN THOUSAND, THREE HUNDRED DOLLARS (\$110,300.00).

a. The Respondent shall pay an upfront civil penalty of TWENTY-TWO THOUSAND SIXTY DOLLARS (\$22,060.00) in four equal payments of FIVE THOUSAND, FIVE HUNDRED FIFTEEN DOLLARS (\$5,515.00) each. The first payment is due on or before the 31st day after receipt of this Order and Assessment. The second payment is due 180 days after receipt of this Order and Assessment.

b. If the Respondent fails to timely comply with Item 1, then the Respondent shall pay a CIVIL PENALTY in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00), within 30 days of default.

c. If the Respondent fails to timely comply with Item 2, then the Respondent shall pay a CIVIL PENALTY in the amount of THREE THOUSAND, TWO HUNDRED FORTY DOLLARS (\$3,240.00), within 30 days of default.

d. If the Respondent fails to timely comply with Item 3, then the Respondent shall pay a CIVIL PENALTY in the amount of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), within 30 days of default.

5. The Respondent shall, on or before the 31st day after receipt of this Order and Assessment, pay DAMAGES to the Division in the amount of FOUR HUNDRED EIGHTEEN DOLLARS AND 27 CENTS (\$418.27).

The Director of the Division may, for good cause shown, extend the compliance dates contained within this Order and Assessment. In order to be eligible for this time extension, the Respondent shall submit a written request to be received in advance of the compliance date. The

written request must include sufficient detail to justify such an extension and include at a minimum the anticipated length of the delay, the precise cause or causes of the delay, and all preventive measures taken to minimize the delay. Any such extension by the Department will be in writing. Should the Respondent fail to meet the requirement by the extended date, any associated Civil Penalty shall become due 30 days thereafter.

Further, the Respondent is advised that the foregoing Order and Assessment is in no way to be construed as a waiver, expressed or implied, of any provision of the law or regulations. However, compliance with the Order and Assessment will be one factor considered in any decision whether to take enforcement action against the Respondent in the future. Failure to comply with any of the requirements of this Order and Assessment could lead to further enforcement actions which may include additional civil penalties, assessment of damages and/or recovery of costs.

NOTICE OF RIGHTS

Tenn. Code Ann. §§ 69-3-109, 69-3-115, and 69-3-116 allows the Respondent to appeal this Order and Assessment. To do so, a written petition setting forth the grounds (reasons) for requesting a hearing must be RECEIVED by the Commissioner within THIRTY (30) DAYS of the date the Respondent received this Order and Assessment or this Order and Assessment become final (not subject to review).

If an appeal is filed, an initial hearing of this will be conducted by an Administrative Law Judge ("ALJ") as a contested case hearing pursuant to the provisions of Tenn. Code Ann. § 69-3-110 and §§ 4-5-301 *et seq.* (the Uniform Administrative Procedures Act), and Tenn. Comp. R. & Regs. 1360-04-01 *et seq.* (the Department of State's Uniform Rules of Procedure for Hearing Contested Cases Before State Administrative Agencies). Such hearings are legal proceedings in the nature of a trial. Individual Respondents may represent themselves or be represented by an

REC'D SEP 28 2016

attorney licensed to practice law in Tennessee. **Artificial Respondents (corporations, limited partnerships, limited liability companies, etc.) cannot engage in the practice of law and therefore may only pursue an appeal through an attorney licensed to practice law in Tennessee.** Low income individuals may be eligible for representation at reduced or no cost through a local bar association or legal aid organization.

At the conclusion of any initial hearing the ALJ has the authority to affirm, modify, or deny the Order and Assessment. This includes the authority to modify (decrease or increase) the penalty within the statutory limits of Tenn. Code Ann. § 69-3-115 (up to \$10,000 per day per violation). Furthermore, the ALJ on behalf of the Board has the authority to assess additional damages incurred by the Department including, but not limited to, all docketing expenses associated with the setting of the matter for a hearing and the hourly fees incurred due to the presence of the ALJ and a court reporter.

Any petition for review (appeal) must be directed to the Commissioner of the Department of Environment and Conservation, c/o Jenny L. Howard, General Counsel, Department of Environment and Conservation, 2nd Floor, William R. Snodgrass Bldg., 312 Rosa Parks Avenue, Nashville, TN 37243. Payments of the civil penalty and/or damages shall be made payable to the "Treasurer, State of Tennessee" and sent to the Division of Fiscal Services - Consolidated Fees Section, Tennessee Department of Environment and Conservation, 10th Floor, William R. Snodgrass Bldg., 312 Rosa Parks Avenue, Nashville, TN 37243. Technical questions and other correspondence involving compliance issues should be sent to Jessica Murphy, State of Tennessee, Division of Water Resources, 11th Floor, William R. Snodgrass Bldg., 312 Rosa Parks Avenue, Nashville, TN 37243. Attorneys should contact the undersigned counsel of

REC'D SEP 28 2016

record. The case number, **WPC16-0053**, should be written on all correspondence regarding this matter.

Issued by the Commissioner of the Tennessee Department of Environment and Conservation on this 23rd day of September 2016.

Robert J. Martineau Jr. w/perm. gzh
Robert J. Martineau, Jr., Commissioner,
Tennessee Department of Environment and Conservation

Reviewed by:

Stephanie A. Durman
Stephanie A. Durman (BPR No. 027783)
Assistant General Counsel
Department of Environment & Conservation
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, Tennessee 37243
615-532-3020
stephanie.durman@tn.gov

REC'D SEP 28 2016



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
NASHVILLE ENVIRONMENTAL FIELD OFFICE
711 R. S. GASS BOULEVARD
NASHVILLE, TENNESSEE 37243
PHONE (615) 687-7000 STATEWIDE 1-888-891-8332 FAX (615) 687-7078**

April 8, 2016

**Certified Mail: 7014 2870 0001 3597 0404
Return Receipt Requested**

Mr. Robert N. Moore, Jr.
2406 Goose Creek Bypass
Franklin, TN 37064

Re: **Notice of Violation**
Compliance Evaluation Inspection
Goose Creek Inn Wastewater Treatment System
NPDES # TN0060216, Williamson County

On December 21, 2015, I conducted a Compliance Evaluation Inspection (CEI) of the Goose Creek Inn Wastewater Treatment Plant. I would like to thank Certified Operator Jim Johnson and your Assistant, Kim Craddock, for their assistance during the inspection. The following items are the more significant findings from that inspection. An inspection report is attached which provides details of these and other items noted during the inspection.

Permit

- The NPDES Permit expires on June 30, 2016. The Division has received an application for permit renewal. Based on the condition of the treatment system, an engineering evaluation should be conducted to determine whether to seek other options for handling the wastewater generated by the Inn and the other sewer customers, rather than continuing this permit coverage and discharge.
- The City of Franklin extended their wastewater collection system in 2008, making connection to public sewer available for businesses at this location.

Records and Reports

- For the period from January 2013 through December 2015, there were violations of permit effluent concentration limits for total residual chlorine (TRC), ammonia as nitrogen, E. coli, carbonaceous biochemical oxygen demand (CBOD), and dissolved oxygen (DO).
- Daily analysis records were not labeled with the facility name, and sludge disposal records were not maintained as required in the permit.

Facility Site Review - Operation and Maintenance

- The metal package treatment plant is severely deteriorated and corroded due to inadequate maintenance and age. Piping, metal treatment basins and other structures have corroded, are breaking apart or have failed. It is no longer structurally sound.
- In its current condition, the plant does not meet the Division's engineering design criteria, and as a result it cannot be operated according to normal treatment practices. Processes cannot be properly controlled. The plant can no longer provide consistent wastewater treatment to meet permit conditions and protect water quality.

- There is inadequate equipment to properly control the chlorine and de-chlorination solution feed rates, causing excess amounts of chemicals to be discharged. This has resulted in adverse impact to the receiving stream.
- Electrical wiring and control mechanisms have failed or are inadequate, extension cords are used to provide power for some of the equipment.
- Deterioration of metal structures and walkways, lack of grill covers or safety rails for treatment units, and use of extension cords, pose a safety hazard to the operators when conducting necessary duties at the plant.
- The NPDES permit requires that the permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) used for collection and treatment to achieve compliance with the terms and conditions of the permit (Part II, A. General Provisions, 4. Operation and Maintenance, a.). The system does not meet these requirements of the permit.

Effluent and Receiving Stream

The effluent was discolored white at the point of discharge and contained a white precipitate. The channel leading to the stream was discolored progressively from white, to gray, to black with precipitate and solids. The discolored effluent was causing a contrasting plume of cloudy water, solids precipitate and deposits where it enters the receiving stream. These conditions do not meet the requirements of the NPDES Permit (Part I, A. Effluent Limitation and Monitoring Requirements) which prohibits any objectionable color contrast in the receiving stream or discharge of any other detrimental materials.

Self-Monitoring Program and Laboratory

The carbonaceous biochemical oxygen demand sampling point is not the correct location for the samples to be representative of the volume and the nature of the discharge. This does not meet the requirements of the NPDES permit (Part I, B. Monitoring Procedures, 1. Representative Sampling), which states that the samples must be representative of the volume and nature of the discharge.

Conclusions

The treatment plant is no longer structurally sound, and much of the treatment equipment has failed or is inadequate. The system cannot be properly operated, and cannot consistently meet permit effluent limits.

The treatment system is functioning as a public sewer provider for two other business properties, Mapco and K & T Associates. State law requires such systems to be registered as public utilities and regulated by the Tennessee Regulatory Authority (TRA). Goose Creek Inn is operating without being authorized as a public utility. Personnel at the TRA (1-888-276-0677) should be contacted to obtain information about the proper actions to comply with those regulations.

Discharges that do not meet permit effluent limits, not providing representative effluent sampling, failure to maintain required or adequate records, and not providing proper operation and maintenance of treatment facilities are violations of the NPDES permit. Violations of the Permit are also violations of the *Tennessee Water Quality Control Act* (the *Act*). Not meeting conditions of Division's Engineering Design Criteria are also violations of the rules promulgated under the *Act*.

Please provide a written response **within 30 days of receipt** of this letter stating what actions have been or will be taken to correct the violations listed and other items needing attention. The response should

Mr. Robert N. Moore, Jr.
April 8, 2016
Page 3

include specific corrective measures and date of completion, or a scheduled completion date for each item.

Please provide **within 60 days of receipt** of this letter an updated engineering alternatives analysis of your future sewerage service needs and an evaluation of the feasible and practical alternatives to deliver that sewer service in accordance with applicable laws and regulations. At a minimum, the alternatives need to include an engineering evaluation, prepared in accordance with good engineering practice by a registered professional engineer, licensed to practice engineering in Tennessee, and include the following scope at a minimum:

- Feasible alternatives and costs associated with replacing the existing treatment system;
- Feasible alternatives of connecting to the City of Franklin public sewer system; and
- Alternatives and costs associated with the following: (1) arranging for separate sewer service to the properties not owned by you, or (2) costs associated with becoming a privately-owned public utility regulated by the Tennessee Regulatory Authority.

Should you and your neighboring customers wish to discharge to the City of Franklin sewer, each property must connect to the public sewer directly with its own service line, or you will need to make arrangements with the city for public sewer with a public utility easement to which you may all connect.

Again, I would like to thank the facility personnel for their assistance and courtesy. If you have any questions or need additional information, please contact me at 615-687-7123, or e-mail at Ann.Rochelle@tn.gov.

Sincerely,



Ann E. Rochelle, Environmental Consultant
Division of Water Resources
Nashville Environmental Field Office

Enclosures

cc: Shiva Bozarth, Tennessee Regulatory Authority, Compliance Division, shiva.bozarth@tn.gov
Paul Holzen, Director of Engineering, City of Franklin, paul.holzen@franklintn.gov
Jim Johnson, Certified Operator, james-johnson@comcast.net
Mapco Family Centers, Inc, 1900 Dalrock Rd, Rowlett, TX 75088
K & T Associates, PO Box 477, Kingston Springs, TN 37082
Jessica Murphy, Manager, DWR, Compliance and Enforcement Section, jessica.murphy@tn.gov

**Compliance Evaluation Inspection Report
Goose Creek Inn Wastewater Treatment System
NPDES # TN0060216, Williamson County**

On December 21, 2015, I conducted a Compliance Evaluation Inspection (CEI) of the Goose Creek Inn Wastewater Treatment Plant. During the inspection I met with the wastewater treatment plant operator Jim Johnson and Kim Craddock, assistant to owner Robert N. Moore. Mr. Johnson assisted with the plant inspection and Ms. Craddock provided assistance with records review. Mr. Johnson was also contacted by telephone, most recently on March 4, 2016, for additional information about the system and the self-monitoring program. The following is a report of the findings of the inspection.

Mr. Johnson holds Grade 4 wastewater treatment plant certification and is the operator in direct responsible charge of the system. Under contract with the owner, he and Robert Schaaf provide day to day plant operations and conduct the sampling for the self-monitoring program.

Permit

The NPDES Permit expires on June 30, 2016. The Division has received an application for permit renewal. Discharge is to a wet weather conveyance which flows almost immediately in to Fivemile Creek.

Records and Reports

1. A review of monthly operation reports (MORs) submitted by the system for the period from January 2013 through December 2015 found the following violations of permit effluent limits.

Parameter	Daily Maximum or Minimum Concentration	Monthly Average Concentration
Total residual chlorine (TRC), mg/L	<i>16 maximum</i>	<i>N/A</i>
Ammonia as Nitrogen (NH ₃), mg/L	<i>1 maximum</i>	<i>6</i>
E. coli, cfu/100 ml	<i>2 maximum</i>	<i>2</i>
Carbonaceous Biochemical Oxygen Demand (CBOD), mg/L	<i>2 maximum</i>	<i>1</i>
Dissolved oxygen (DO), mg/L	<i>1 minimum</i>	<i>N/A</i>

2. Records for the facility are maintained on file at the business office of the owner, which is located at the Inn. A review of those records was conducted. A copy of the current permit was on hand and the self-monitoring records are kept on file for three years as required by the permit. Chain of custody forms and reports of results for private laboratory analysis were on file. The facility name was not recorded on the worksheets and raw analysis data conducted at the facility. The operator also runs analysis for and operates other systems and this could result in the records being confused. All the records and documents related to the system must be properly identified.
3. There were no records on hand to document what method of disposal was provided for sludge from the treatment plant. The permit (Part III, Other Requirements, D. Sludge Management Practices) requires that proper sludge disposal be provided in accordance with 40 CFR Part 503, and that documentation be provided on the MORs. The permit requires that if the sludge is transported to a publically owned treatment works (POTW) the permittee shall note on the MOR the amount of sludge wasted in gallons, the percent solids of the sludge that was wasted and the name of the facility where the sludge was taken for disposal. The sludge records must be maintained for a period of five years. Since the inspection the operator has reported that sludge removed recently from the facility was

taken to the Columbia Wastewater Treatment Plant for disposal and that the required records were obtained.

4. The volume of sludge wasted to the sludge holding tank and sludge hauled from the plant should be noted, along with any operational problems or compliance issues, on the MOR in the section labeled "Comments About Operation and Compliance".

Facility Site Review, Operation & Maintenance

1. The gravel access road to the plant is badly eroded and contains deep gullies that make it difficult to drive into the plant. An all-weather access road must be maintained to the treatment facility.
2. Fencing around the treatment plant has been improved and the gate is now kept locked to prevent unauthorized access. This has improved the safety and security of the plant.
3. The system is a metal package treatment plant that was constructed in the 1960's, with a 30,000 gallon per day design capacity. Treatment includes aeration basin, clarifier, filtration, and disinfection. It has continued to deteriorate due to poor maintenance and age. Much of the plant is no longer structurally sound. Treatment unit walls and structures that are above the usual water level have corroded and the metal is separating into layers and flaking off in sheets. Almost all of the metal piping within the plant that was visible was observed to be severely corroded.
4. The influent structure has corroded through in several places. The metal bars have crumbled apart and pieces have fallen off of the bar screens. From the accumulation of material observed, it seems that more frequent cleaning is needed. The screened material is stored in five gallon plastic buckets beside the intake structure. One of the buckets was full and mounded up, with no covering over the material. The solids and sewage debris should be stored in covered container to prevent it from attracting insects and rodents, and to prevent rainwater runoff from washing bacteria outside the plant grounds. The material can be placed in trash bags and sent for disposal at a permitted landfill.
5. There is only one blower motor to supply aeration. This does not meet the minimum aeration capability required by the Division's Engineering Design Criteria (Chapter 7, Activated Sludge, 7.4 Aeration Equipment, 7.4.2.2 Special Details) or the permit (Part II, General Provisions, 4. Proper Operation and Maintenance, a.). The single motor is located on the grass beside the plant and connected to the piping with rubber hose and metal band clamps. A small wood frame with sheet metal top and one side covered is used to house the motor.
6. The motor runs 24 hours a day, 7 days per week in order to provide aeration throughout the plant, and there is no means to control the volume of air distributed or a timing system. Normal operation of aerated systems should include electrical timers to cycle the air on and off and to alternate between at least two blower motors in order to obtain the most effective treatment. Having two motors, either one of which is adequate to provide aeration for the plant, is needed to allow alternation to prevent overheating and excess wear. If one motor fails, plant operation can continue normally using the other motor until the first is repaired or replaced. With no aeration the plant would go septic, the micro-organisms that provide the biological treatment would die off, and inadequately treated wastewater would be discharged.
7. The uncontrolled air flow results in aeration basin dissolved oxygen (DO) levels much in excess of the range which provides efficient and effective biological treatment, which is no more than 2.0 mg/L. The aeration basin DO levels at this plant are running from 6.0 to 12.0 mg/L, and most frequently 7.0 to 9.0 mg/L. These levels are too high to support the appropriate micro-organisms to provide efficient biological treatment. This also breaks up the biological floc, causing settling problems, which interferes with adequate solids removal. De-nitrification cannot be obtained at these higher DO levels. This excessive aeration can also add significantly to the cost of operation and wastes energy.
8. The decking of the clarifier has corroded through and there was a large open hole in the metal, and the rest of the structure was also corroded. The clarifier weirs did not appear to be uniformly level in all areas. This can affect the overflow rate and allow surface solids to exit the clarifier and pass through the plant. The surface skimmer was not working properly and did not capture all the surface

solids for return to the aeration basin. Clumps of solids were rising in the clarifier and had entered the clarifier weir trough, leaving deposits. The weir trough contained heavy masses of algae growth and some small rooted plants. Some of the weir notches were blocked by this material. More frequent cleaning is needed to prevent buildup of either solids or plant and algae growth.

9. The emergency overflow weir, located in the treatment unit between the clarifier and the filters, is severely corroded and the metal weir box is crumbling apart. It was leaking during the last site visit. Attempts may have been made to seal the remaining metal but the structure is unsound and must be replaced or the pipe sealed off to prevent discharge of wastewater before final treatment is complete. Discharges that occur from this point do not have adequate chlorine contact time, and filtration and de-chlorination is not provided. The operator does not know the discharge point for this emergency overflow line. Any discharges from this emergency overflow weir are not authorized by the permit and would be violations of the permit conditions. Any discharges from this weir must be reported as a bypass of treatment units as required by the permit (Part II, C. Noncompliance. 6. Bypass).
10. The grill walkway used for access over the aeration basin was severely corroded and had a large rusted out area surrounding the opening for the sludge return line.
11. The weirs leading into the filters and the filter plates are severely corroded. The weir trough contained solids, debris and leaves. The material was hanging in the weir notches and clogging the openings. The filters are backwashed every other day using the treated effluent which contains chlorine. The backwash is fed back into the aeration basin. This may lead to adverse impact to the micro-organisms necessary for the treatment process.
12. Many of the metal supports throughout the plant were corroded through and have broken off. Some pipes, connections and valves were supported with a broom handle, galvanized pipe, angle iron or PVC pipe wedged under them. The open top of the sludge return line in the aeration basin extends above the walkway and is covered with a five gallon plastic bucket. A rock is placed on top of the bucket and a 2"x4" board on top of that, with the 2"x4" board wedged under the bottom pipe of the safety rails to hold it down. The grilled access walkway in this area has rusted through and fallen apart leaving a large hole around the sludge return line. This makes it unsafe to access the area to work on this line.
13. The metal air lines to the aeration basin have corroded to the point of being un-useable. These lines have been out of service for many years and the operator has installed PVC piping and flexible hose above the basin in order to maintain necessary aeration for this treatment unit.
14. There are no grills to cover most of the open areas of treatment units, and no safety rails around the outside of the treatment units. The corroded walkways and decking, lack of grill covers or safety rails, and the use of electrical extension cords is unsafe and poses a safety hazard for the operators while conducting normal day to day activities to keep the plant functioning. The system does not meet the safety requirements in the Division's Engineering Design Criteria (Chapter 7, Activated Sludge, 7.5 Additional Details, 7.5.2. Noise and Safety).
15. The piping and structures in the effluent chamber and the effluent weir box are severely corroded and crumbling apart. The surface grillwork of the access platform in the chamber has corroded through and most of it is missing. The metal ladder was also severely corroded. Scrap wire and nylon string are used to hold some of the piping in place.
16. The wiring for the plant is no longer adequate. Much of the original electrical wiring system has failed, and the electrical control panels are in poor condition. Some of the original lines have shorted out and are not in use. There were many points where the outer covering was gone from the wiring. It could not be determined if this wiring was still serviceable or connected. Multiple extension cords run across the ground and over the treatment units to provide power to sump pumps, and the chlorine solution and Captor solution feed pumps. Electrical cord connections were in wet areas exposed to rain and wastewater splash over, with no covers for the connections. These circumstances do not meet the engineering design criteria rules for wastewater systems, and also pose a safety hazard to the operators.

17. The sludge return line in the aeration basin was clogged at the time of the inspection and the operator was attempting to get the line open. This is a recurrent problem. The operator reports that he was able to unclog the line later that day.
18. A 12.5 % solution of sodium hypochlorite solution is used for disinfection of the effluent. A 30% solution of calcium thiosulfate (Captor brand) is used for de-chlorination. There is no way to vary the chemical feed rates to match the flow rates through the plant. This can lead to excess use of either or both chemical solutions. The solution feed pumps are lying on the floor at the edge of an open sided structure and exposed to rain and other weather conditions. The feed lines are of excessive length and tangled. This can cause the lines to kink or clog which would interrupt the solution feed or cause uneven flow.
19. The NPDES permit requires that the permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) used for collection and treatment to achieve compliance with the terms and conditions of the permit (Part II, A. General Provisions, 4. Operation and Maintenance, a.).
20. Use of "Liquid Fire" drain cleaner to unclog the main line leading to the treatment plant from the Inn has in the past caused plant upsets and problems with pH levels. Such chemicals can also kill out the micro-organisms that provide biological treatment at the plant and can cause extended periods of inadequate treatment and effluent limit violations. In the future, only methods of unclogging the lines which will not adversely impact the treatment process should be used.
21. The operator mentioned that a methamphetamine lab had been operated in one of the rooms at the Inn and that chemicals had entered the wastewater system from the illegal lab. It was believed this caused treatment problems at the plant. The chemicals and waste materials related to methamphetamine production are very dangerous and hazardous, and require special handling and disposal as hazardous materials. Any suspected illegal activity of this type should be reported the proper law enforcement authorities. Law enforcement agencies will arrange proper clean-up and disposal of the hazardous chemicals and should be advised if these chemicals may have entered the plant. Chris Andel of the TDEC Division of Remediation can also be contacted at 865-594-5444 to discuss any additional measures that might be necessary to prevent a public health, safety, or water quality hazard due to chemicals and wastes.

Effluent and Receiving Stream

1. The effluent appeared clear at the point where it enters the effluent weir box. However, the inside of the weir box was coated with a white precipitate. The weir box is the location where Captor, a de-chlorinating chemical, is added to reduce the total residual chlorine in the effluent before it reaches the receiving stream.
2. The effluent outfall line discharges into a wet weather conveyance leading into Fivemile Creek. The inside and the opening of the discharge pipe were coated with a thick covering of a white precipitate. The effluent discharge was discolored white and was opaque. There were deposits of white material, then progressing to gray and blackish deposits on the bottom of the channel leading down to the receiving stream. The discolored flow and deposits continued into the receiving stream and there was discoloration of the receiving stream at and downstream of the discharge. Despite rain that day, the stream was clear upstream of the discharge point. In the upstream area, there were no deposits or discoloration of the type observed at and downstream of the plant discharge.
3. In addition to the discharge of the solids deposited in the channel and stream, the discoloration of the stream is a violation of the permit conditions which state: There shall be no distinctly visible floating scum, oil or other matter contained in the wastewater discharge. The wastewater discharge must not cause an objectionable color contrast in the receiving stream or discharge of any other detrimental materials (Permit: Part I, A. Effluent Limitation and Monitoring Requirements).
4. It appears that the deposits and discoloration of the effluent and receiving stream are related to the addition of Captor, and that excessive amounts of this de-chlorinating agent are being used. The chemical can cause calcium scale (white deposits) and sulfur precipitate (gray or black deposits)

when it comes in contact with iron and oxygen in the water. Acidic conditions in the effluent help to produce this reaction. Since the inspection the operator has advised the he has reduced both the chlorine and the Captor feed rates. He is also exploring use of a solid Captor tablet for de-chlorination which could reduce the probability of excess Captor reaction in the effluent. These efforts should continue in order to prevent the discoloration of the effluent and deposits being discharged into the stream. If the E. coli and TRC effluent limits cannot be met after making these changes to correct the problems caused by the Captor, then the de-chlorinating agent should be changed to make it possible to meet all permit conditions.

5. Most of the last section of the outfall pipe has over time been exposed due to erosion of the embankment of the wet weather conveyance channel. The pipe is suspended and unsupported, with no structure around it where it exits the embankment. The outfall line should be supported and the embankment should be stabilized to prevent further erosion of the soil. Continued erosion can result in the metal pipe breaking off at the section joint.
6. The discharge point was posted with an appropriate double faced sign that met the permit requirements. This is a wooded area, during the months when foliage is present, limbs and vegetation must be kept cleared to allow an unobstructed view of the signs from the stream and the land.

Flow Measurement

Effluent flow is measured using a stop watch and gallon jug to collect flow at the effluent weir. The flow measurement should be taken during peak flow periods of the day to meet the requirement of the permit which states that self-monitoring data must be representative of the volume and nature of the discharge.

Self-Monitoring Program and Laboratory

1. The operators carry the meters, analytical equipment, and reagents to the plant to conduct analysis for TRC, pH, DO and settleable solids (SS). Due to temperature extremes throughout the year, care should be taken to make sure the calibration standards and other reagents are kept within the proper temperature ranges to meet the requirements of the EPA approved analysis procedures. The Federal Method Update Rule (MUR) procedures are in place for the analysis conducted by the operators at the plant.
2. Microbac Labs conducts the laboratory analysis for the other parameters, CBOD, total suspended solids (TSS), and E. coli. The samples are placed in coolers on ice and transported directly to the private laboratory by the operators on the date of sample collection.
3. There were two separate incidents where samples were collected (NH₃ and TSS) and taken to the contract laboratory, but the laboratory did not conduct the analysis. The operator was not made aware of the failure to conduct the analysis until the next calendar month, and therefore sampling could not be repeated. Regardless of the cause, failure to meet the self-monitoring and reporting requirements is a violation of the permit conditions. Better communication should be worked out with the laboratory in order to allow for repeat sampling if necessary.
4. All the effluent samples were collected from the discharge pipe at the outfall point, except CBOD which was collected at the plant before the addition of Captor (calcium thiosulfate) the de-chlorinating agent used.
5. The CBOD sample location was moved to a point before Captor addition because the private laboratory running the analysis reported interference with the analysis caused by this chemical. In discussing this with the operator it was discovered that the samples had produced extremely high CBOD concentrations if collected at the effluent weir box where Captor is added. The high analysis results were attributed to chemical interference, not additional oxygen demand contributed by the chemical. The sampling point was moved to before Captor addition based on that assumption. Personnel at the MicroBac Labs were contacted to verify the information about the analysis results. Brian Richard at MicroBac Labs confirmed that all the samples are checked for TRC, de-chlorinated if needed, and seeded.

6. Based on information obtained about the chemical nature of the Captor, it appears to be contributing additional oxygen demand to the effluent. Oxygen demand from any source would have the same adverse impact on the receiving stream. The actual CBOD of the effluent discharge must be monitored. Following the inspection, the operator was advised to collect the CBOD samples after the Captor is added and mixing occurs, at the same point as all the other effluent samples. The permit requires that self-monitoring samples must be representative of the volume and nature of the discharge (Part I, B. Monitoring Procedures, 1. Representative Sampling). This situation was cited in a previous inspection report and Notice of Violation in 2011. Nitrification inhibitor must be added to CBOD samples and because of that all CBOD samples must be seeded, so this will not add any additional steps to the analysis procedure.

Sludge Handling and Disposal

Sludge is removed from the treatment plant at a rate of less than once per year. Williamson County Septic Service is the company that hauls the sludge. At the time of the inspection, the operator did not know where the sludge was taken or the means of disposal used by the hauling company (See Records and Reports, item #3 above).

Conclusion

Despite the inventive efforts of the operators to keep the system working, the treatment plant is in severely deteriorated condition and is no longer structurally sound due to age and poor maintenance. As a result the plant cannot provide reliable wastewater treatment in order to consistently meet permit effluent limits and protect water quality. There is adverse impact to the receiving stream. The system does not meet engineering design criteria for structures and equipment necessary for proper operation and maintenance. Severe corrosion, failure of system components, and lack of adequate control equipment, prevents normal operation of the treatment processes. Major rehabilitation and upgrades to the system would be costly and it would be difficult to make sufficient changes or replacement of components to bring the system into compliance. Due to the existing conditions, it appears that construction of a new treatment plant would be necessary if the discharge is to continue. The severely deteriorated condition of the plant and violations of permit effluent limits and conditions have been cited during previous inspections and in a Notice of Violation dated December 2, 2011.

The City of Franklin constructed a sewer main along the west bank of Fivemile Creek in 2008. The project included installation of a manhole directly across the stream from the Goose Creek Inn treatment plant in order to allow for connection of the Inn and other future customers in that vicinity. Considering the poor condition and compliance status of the treatment system, connection to the City of Franklin sewer collection system appears to be the most cost effective and reliable means of providing wastewater treatment for the Inn and its current sewer customers. Personnel in the Engineering Department with the City of Franklin should be contacted to determine what would be necessary to make the sewer service connection. Any plans for sewer connection should be coordinated with officials representing the two other business customers currently served by the treatment plant.

The Goose Creek Inn treatment system is functioning as a public sewer provider for two other business properties, Mapco (2408 Goose Creek Road) and K & T Associates (424 Old Peytonsville Road). State law requires such systems to be registered as public utilities and regulated by the Tennessee Regulatory Authority (TRA). Goose Creek Inn is operating without being authorized as a public utility. Personnel at the TRA (1-888-276-0677) should be contacted to obtain information about the proper actions to comply with those regulations.

Report by Ann Rochelle

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Influent bar screens showing severe corrosion, bar screens breaking apart & ineffective screening of raw wastewater



Severe corrosion of bar screen structure & metal walls breaking apart

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Deteriorated condition of structures, piping & wiring, makeshift repairs & replacement of metal piping with PVC and flexible hoses



Digester & aeration basin, deteriorated/corroded metal structures & makeshift repairs of piping

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Aeration basin, PVC pipe & flexible hose replacing corroded & un-useable aeration lines



Aeration basin walkway corroded through around return sludge line, return sludge line covered with plastic bucket, rock & 2 x 4 on bucket & wedged under hand rails is used to hold bucket in place

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Severely corroded clarifier structure with hole in decking & with metal flaking off of weir trough



Rising solids in clarifier due to clogged sludge return line & inadequate treatment,
surface skimmer broken & ineffective

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Clarifier with solids exiting weir trough



Corroded pipes broken off, emergency overflow weir box severely corroded, piping held up with broom handle & galvanized pipe, wiring deteriorated, extension cords run across basin

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Corroded, broken piping, broom handle support



Corroded filter structure & weir troughs, & chlorine feed lines

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Corroded second filter structure & weir trough

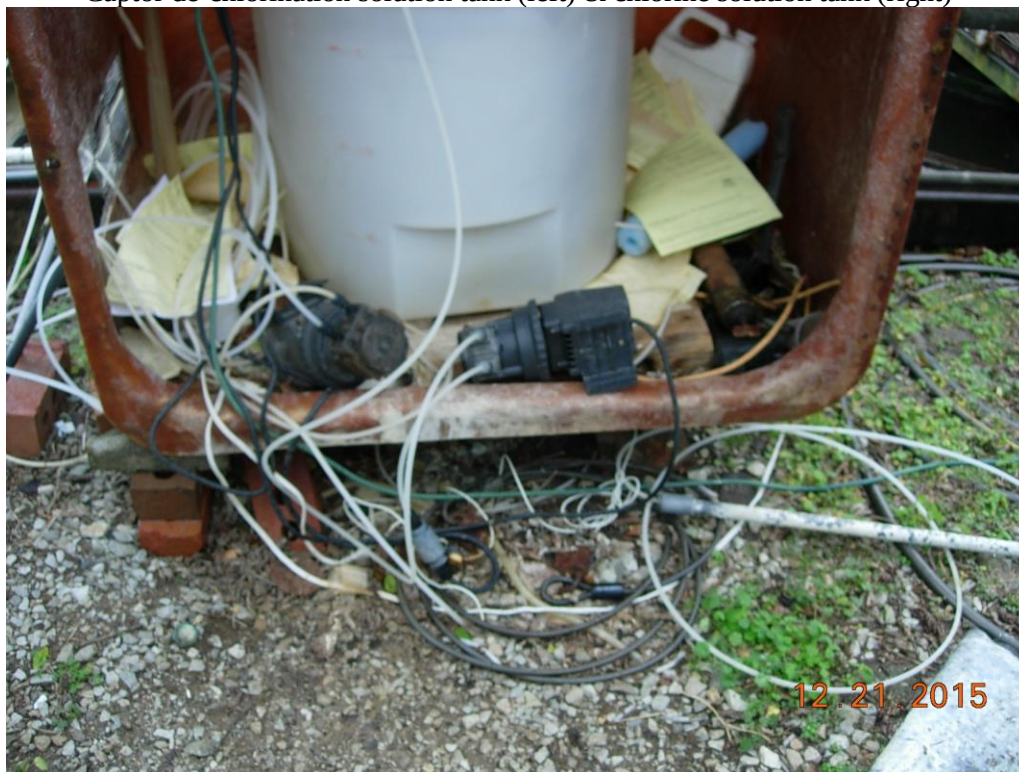


Single blower motor beside plant with flexible hose connection to air lines

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Captor de-chlorination solution tank (left) & chlorine solution tank (right)



Chlorination solution & de-chlorination solution feed pumps, wiring, & feed lines

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Deteriorated wiring conditions



Deteriorated electrical system conditions

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**

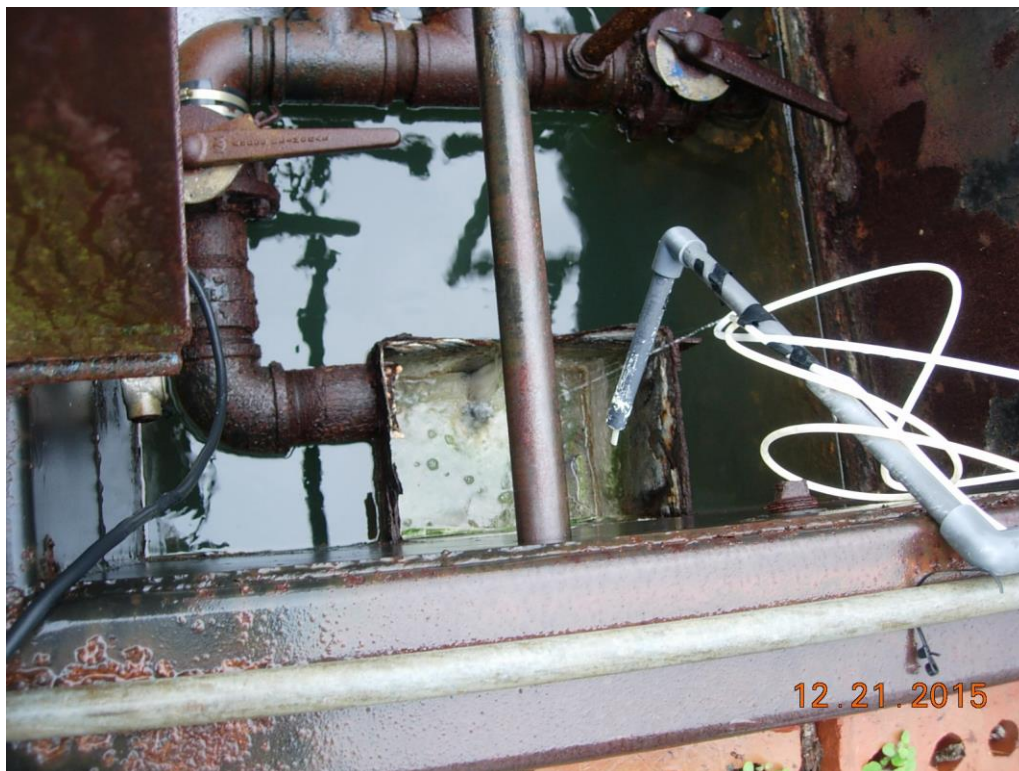


Example of extension cords used for wiring, exposed to wet weather & wastewater from treatment units



Corroded access platform & piping, makeshift piping for aeration in final effluent chamber

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Corroded effluent weir box, Captor de-chlorination feed point, effluent discoloration in weir box



Effluent outfall pipe & discharge, cloudy/opaque effluent discharge, white precipitate & gray deposits in channel leading to receiving stream Fivemile Creek

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Effluent discharge pipe, cloudy/opaque effluent discharge, white & gray precipitate & deposits in channel leading into Fivemile Creek, effluent & deposits change from white to gray then to blackish color as it flows toward the stream

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Gray precipitate & deposits in effluent flow



Gray & blackish precipitate & deposits in effluent flow

**Goose Creek Inn Wastewater Treatment Plant
NPDES Permit # TN0060216, Williamson County
Compliance Evaluation Inspection Photo Summary**



Effluent flow entering from the right into Fivemile Creek, gray & blackish precipitate & deposits



Effluent flow entering Fivemile Creek, showing gray & blackish precipitate & deposits, & discoloration of the receiving stream

COF 2016-0307
Exhibit A
Goose Creek Inn Sewer Extension Project
Conceptual Sewer Design

Existing Goose
Creek Inn WWTP

Tract 1

Tract 2

Tract 3

Existing Interceptor

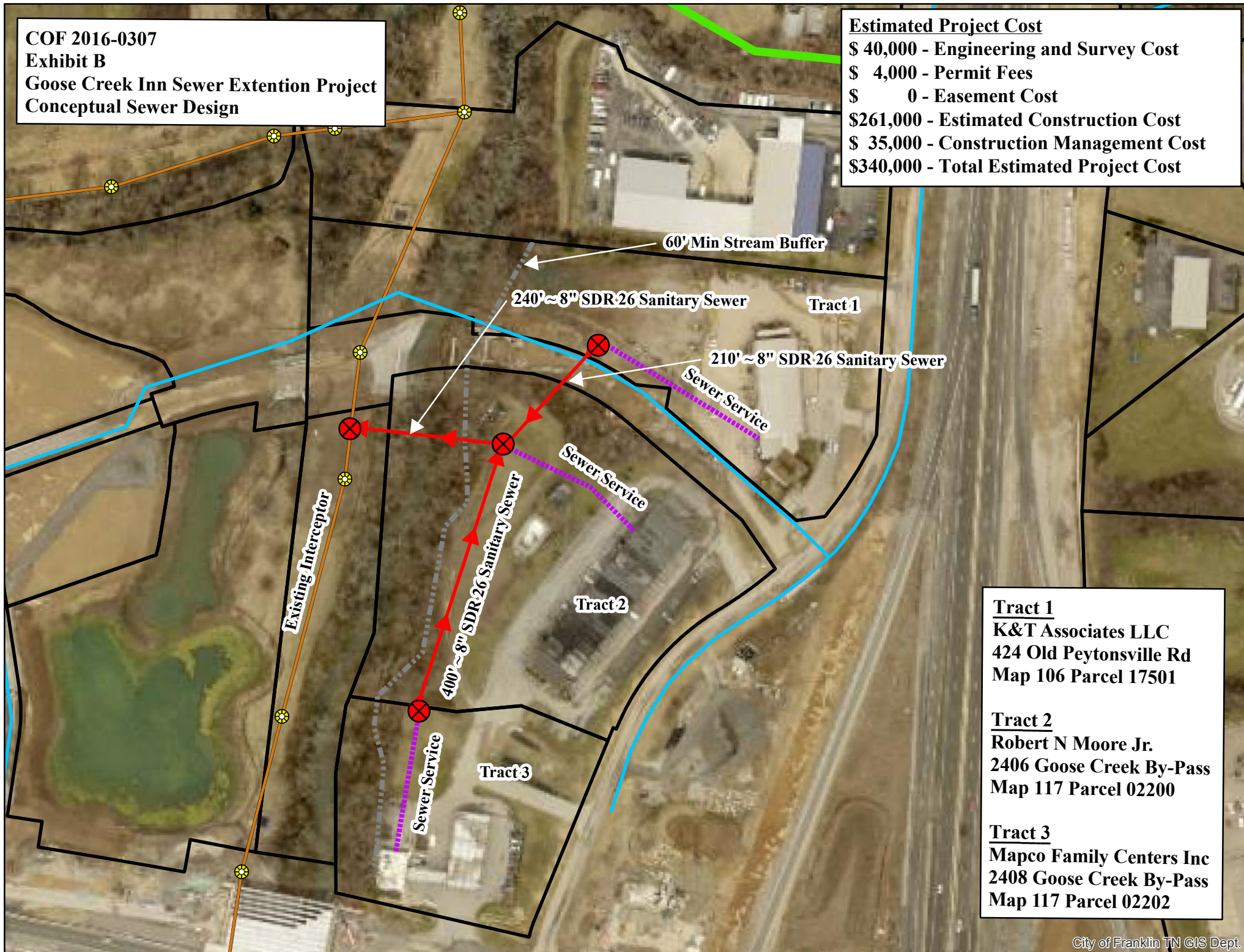
Tract 1
K&T Associates LLC
424 Old Peytonsville Rd
Map 106 Parcel 17501

Tract 2
Robert N Moore Jr.
2406 Goose Creek By-Pass
Map 117 Parcel 02200

Tract 3
Mapco Family Centers Inc
2408 Goose Creek By-Pass
Map 117 Parcel 02202

COF 2016-0307
Exhibit B
Goose Creek Inn Sewer Extension Project
Conceptual Sewer Design

Estimated Project Cost
\$ 40,000 - Engineering and Survey Cost
\$ 4,000 - Permit Fees
\$ 0 - Easement Cost
\$261,000 - Estimated Construction Cost
\$ 35,000 - Construction Management Cost
\$340,000 - Total Estimated Project Cost



Tract 1
K&T Associates LLC
424 Old Peytonsville Rd
Map 106 Parcel 17501

Tract 2
Robert N Moore Jr.
2406 Goose Creek By-Pass
Map 117 Parcel 02200

Tract 3
Mapco Family Centers Inc
2408 Goose Creek By-Pass
Map 117 Parcel 02202

AMENDMENT NO. 1 (COF CONTRACT NO. 2014-0344)
ROAD IMPACT FEE OFFSET AGREEMENT
Revised 9-7-2016

This Amendment is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Harpeth Associates LLC, (“Developer”), on this the _____ day of _____, 2016, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission the Harpeth Square PUD Subdivision, Development Plan Project No. 4713, for approval (the “Development Project”); and

WHEREAS, the City has required the Developer to design and construct certain arterial roadway improvements, including the dedication of arterial right-of-way, the engineering design of non-site related arterial improvements and/or the construction of certain non-site related arterial improvements as a requirement of the Development Project; and

WHEREAS, the City is requiring improvements, as part of the Development Project, to the arterial roadways of 1st Ave. N. and Bridge St., Franklin Rd / E. Main St., Signal Modifications at E. Main St. and 1st Ave., and Traffic Signal Improvements at 2nd Ave and Bridge Street; and

WHEREAS, the Developer has made application to offset a portion of the costs of construction of these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on December 22, 2014, to be One Million Two Hundred Eighty-Three Thousand Three Hundred Fifty-Five and No/100 Dollars (\$1,283,355.00) as shown in Exhibits A1 and A2.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Agreement (COF Contract No. 2014-0344) dated March 16, 2015 is hereby deleted in its entirety and replaced with this Amendment.
3. The Developer has submitted reliable information related to the costs of construction of the arterial roadway improvements as conceptually shown on Exhibit A1 and A2.
4. The total estimated cost of right-of-way, engineering/design and the cost of labor, equipment, supplies and material used to construct the arterial roadway improvements is **One Million Five Hundred Seventy Thousand Six Hundred Forty-Six and No/100 Dollars (\$1,570,646.00)**, and the estimated total Road Impact Fees anticipated from the Development are **Eight Hundred Fifty-Six Thousand Five Hundred Forty-Four and 93/100 Dollars (\$856,544.93)**.

5. In lieu of updating the pavement markings on Franklin Road (Exhibit A2), the Developer shall contribute **Twenty Nine Thousand Six Hundred Twenty-Three and No/100 Dollars (\$29,623.00)** in Road Impact Fees to the City.
6. Following acceptance of the Arterial Roadway Improvements as shown in Exhibit A1, the City shall reimburse the Developer, based on the actual construction cost (arterial improvements only), and in an amount not to exceed the actual Road Impact Fees generated by the development, plus an additional **Two Hundred Fifty-Six Thousand Five Hundred Seventy-Eight and No/Dollars (\$256,578.00)**. The Developer may submit periodic invoices, no more frequently than every (90) days, to the City during the course of construction. Said invoices shall be payable within thirty (30) days after approval by the City Engineer, subject to the collection of Road Impact Fees generated by the Development.
7. The Developer agrees to extend the sidewalk, curb and gutter, drainage, landscaping and lighting along the frontage of 144, 142 and 134 2nd Ave and to include the milling/paving for 100% of 2nd Ave. as shown in Exhibit B. The City agrees to reimburse the Developer for the total cost of right-of-way, engineering/design and the cost of labor, equipment, supplies and materials for the work, as shown in Exhibit B, for an amount not to exceed **Three Hundred Thirty Thousand Six Hundred Ninety-Three and No/100 Dollars (\$330,693.00)**. Funding for these improvements shall be paid from the City's General Fund or other approved funding source. The Developer may submit periodic invoices, no more frequently than every (90) days, to the City during the course of construction. Said invoices shall be payable within thirty (30) days after approval by the City Engineer. Invoices shall include copies of contracts and vendor invoices associated with the improvements. Proof of payment, such as copies of cancelled checks, shall also be provided.
8. The City agrees to reimburse the Developer, based on the actual construction cost associated with streetscape improvements, in an amount not to exceed **Two Hundred Ten Thousand One Hundred Sixteen and No/100 Dollars (\$210,116.00)** for streetscape items as conceptual shown in Exhibit C.
9. Within sixty (60) days of completion and acceptance of the Improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all costs and provide notarized release of liens.
10. The City and Developer agree that the terms and conditions contained herein shall be binding and shall ensure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
11. The City shall have no liability except as specifically provided in this Agreement.
12. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

13. Entire Agreement. This Amendment and Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

•
WITNESS our hands on the dates as indicated.

DEVELOPER

Harpeth Associates LLC

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

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

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

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

Bridge Street

1ST Ave North

Main Street

2nd Ave North

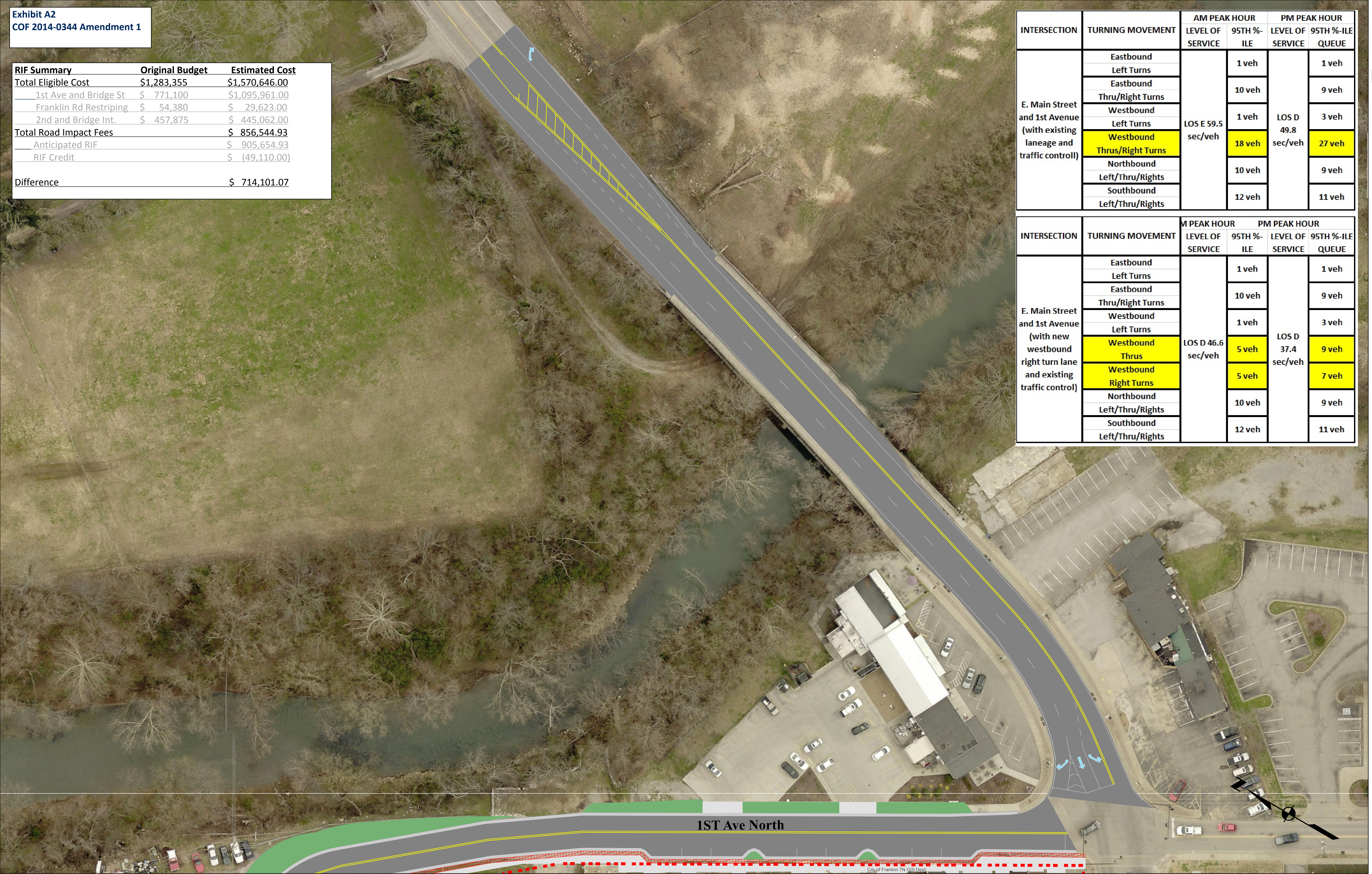
RIF Summary	Original Budget	Estimated Cost
Total Eligible Cost	\$1,283,355	\$1,570,646.00
1st Ave and Bridge St	\$ 771,100	\$1,095,961.00
Franklin Rd Restriping	\$ 54,380	\$ 29,623.00
2nd and Bridge Int.	\$ 457,875	\$ 445,062.00
Total Road Impact Fees		\$ 856,544.93
Anticipated RIF		\$ 905,654.93
RIF Credit		\$ (49,110.00)
Difference		\$ 714,101.07

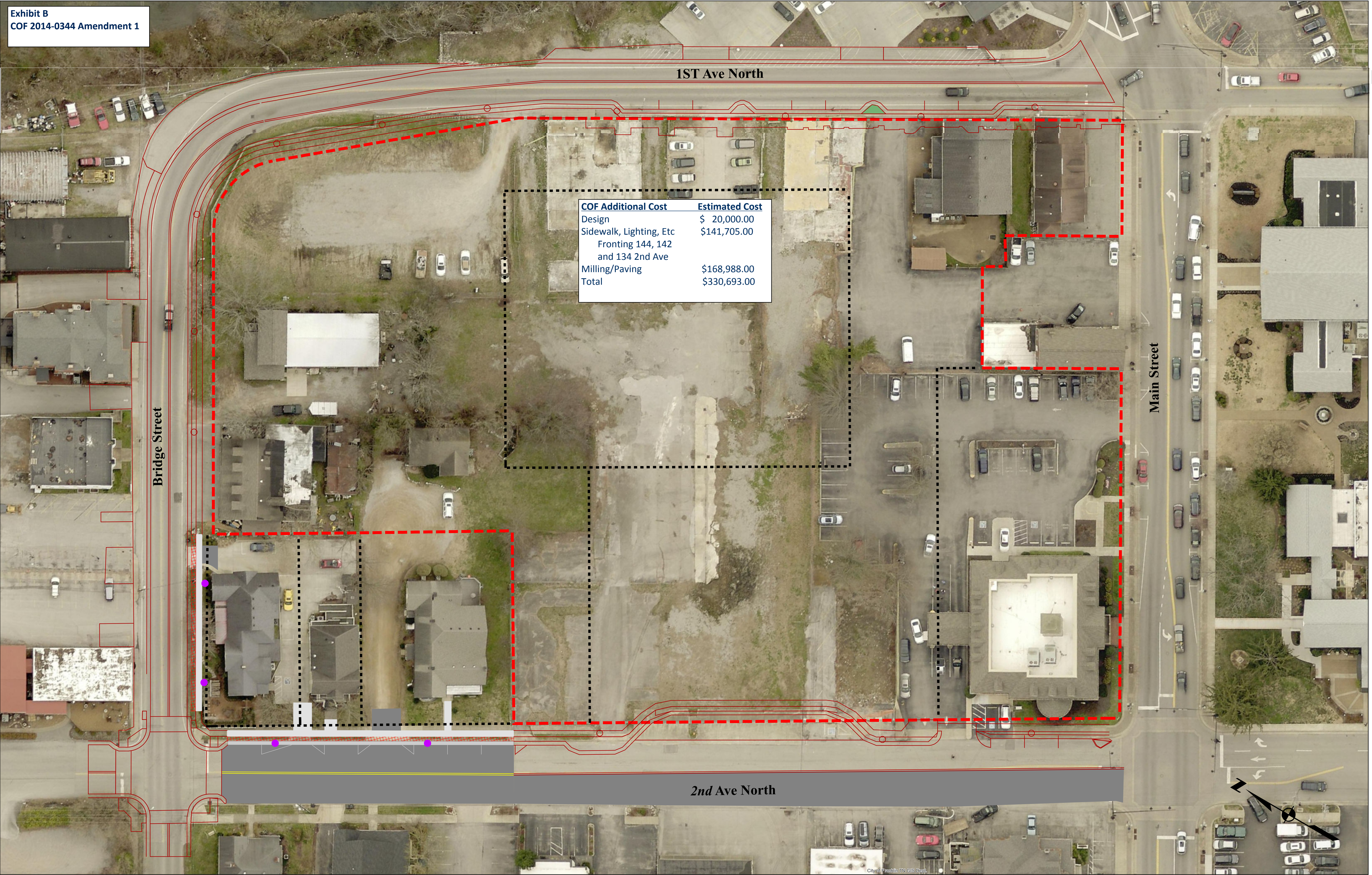
Exhibit A2
COF 2014-0344 Amendment 1

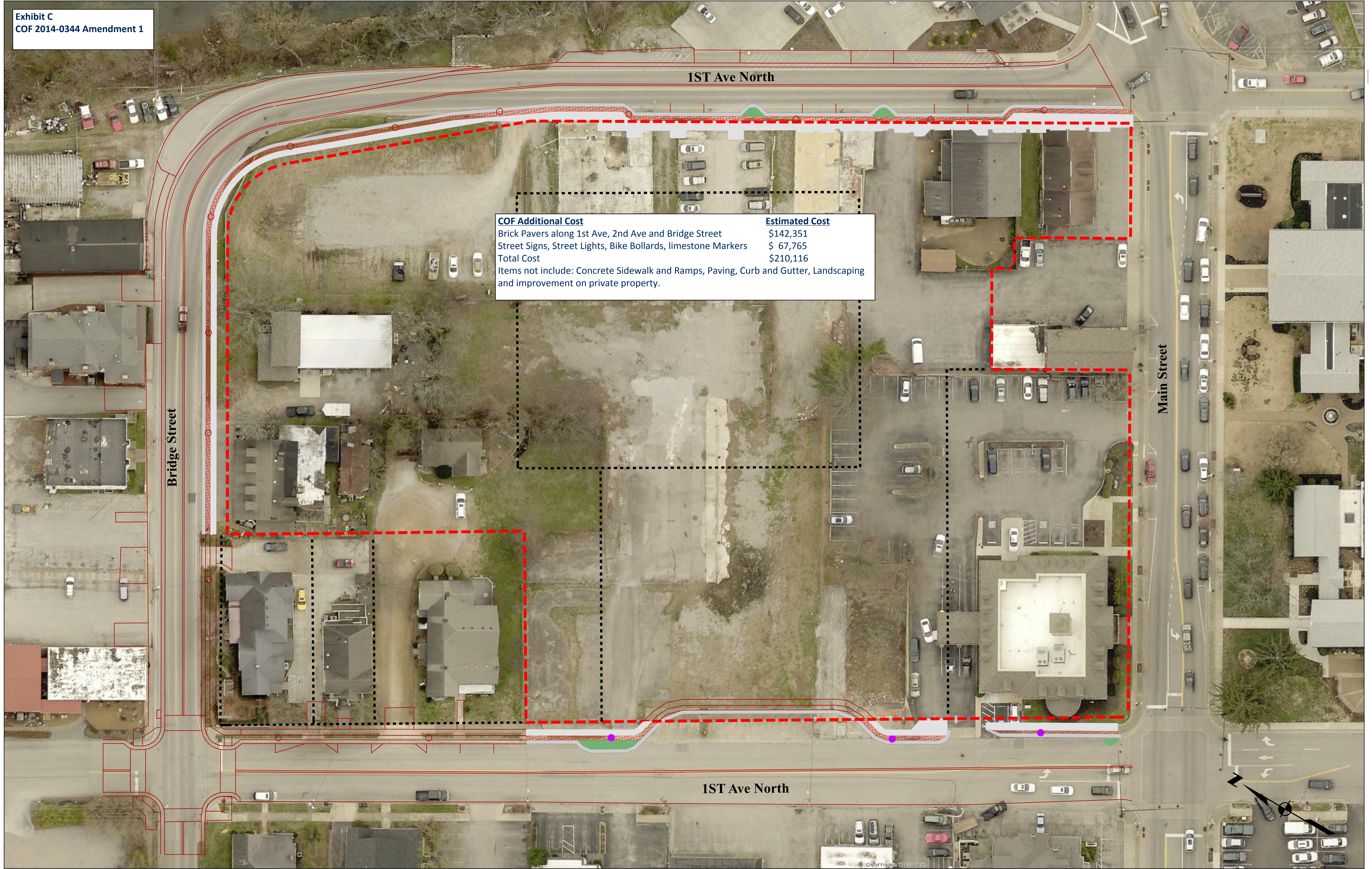
RIF Summary	Original Budget	Estimated Cost
Total Eligible Cost	\$1,283,355	\$1,570,646.00
1st Ave and Bridge St	\$ 771,100	\$1,095,961.00
Franklin Rd Restriping	\$ 54,380	\$ 29,623.00
2nd and Bridge Int.	\$ 457,875	\$ 445,062.00
Total Road Impact Fees		\$ 856,544.93
Anticipated RIF		\$ 905,654.93
RIF Credit		\$ (49,110.00)
Difference		\$ 714,101.07

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95TH %-ILE	LEVEL OF SERVICE	95TH %-ILE QUEUE
E. Main Street and 1st Avenue (with existing laneage and traffic control)	Eastbound	LOS E 59.5 sec/veh	1 veh	LOS D 49.8 sec/veh	1 veh
	Left Turns				
	Eastbound		10 veh		9 veh
	Thru/Right Turns				
	Westbound		1 veh		3 veh
	Left Turns				
	Westbound Thrus/Right Turns		18 veh		27 veh
	Northbound				
	Left/Thru/Rights		10 veh		9 veh
	Southbound				
	Left/Thru/Rights		12 veh		11 veh

INTERSECTION	TURNING MOVEMENT	M PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95TH %-ILE	LEVEL OF SERVICE	95TH %-ILE QUEUE
E. Main Street and 1st Avenue (with new westbound right turn lane and existing traffic control)	Eastbound	LOS D 46.6 sec/veh	1 veh	LOS D 37.4 sec/veh	1 veh
	Left Turns				
	Eastbound		10 veh		9 veh
	Thru/Right Turns				
	Westbound		1 veh		3 veh
	Left Turns				
	Westbound Thrus		5 veh		9 veh
	Westbound Right Turns		5 veh		7 veh
	Northbound				
	Left/Thru/Rights		10 veh		9 veh
	Southbound				
	Left/Thru/Rights		12 veh		11 veh







Eric Stuckey
City Administrator
City of Franklin
109 Third Avenue South
Franklin, TN 37064

October 6, 2016

Dear Mr. Stuckey:

As you are aware, representatives of Harpeth Associates and the City of Franklin have been working hard over the last few years on various standards and approvals required for the Harpeth project in downtown Franklin. As we have discussed with you, it seemed appropriate to defer incentive requests (other than our request, since withdrawn, for TIF financing for our parking garage) until we and the City had an opportunity to assess the benefits and costs of our project to Franklin. We believe that now is such a time, and accordingly are writing to request our only incentive-that the City, as has been done on other projects in the City, pay certain streetscape costs detailed below at an approximate cost of \$578,850.

The project, consisting of a 596 space parking garage, 150 high-end apartment units, 115 room hotel and approximately 18,000 square feet of retail and office, is expensive and complicated. This is in part because of our insistence on certain standards which we firmly believe will be of long term benefit to both the project and the City, including use of concrete and expansive amenities in the apartments, and a four diamond full service hotel, rather than the two-star type hotel which originally has been discussed for Franklin. The costs are greater, moreover, because we are incurring costs for a downtown redevelopment project disproportionate to the costs asked of Cool Springs developers. City regulations do not recognize, for example, the following:

- the higher land costs in downtown Franklin, including the need to pay for existing structures and businesses, rather than raw land
- the need for a structure for the required parking in a town with free parking (achievable in Cool Springs by raw land paving)
- the height limitation, which requires Harpeth to absorb all costs within a 56-foot limitation, compared to 156 feet in Cool Springs

We have been working on this project with the City for over three years, and believe that, if things fall into place, we can start construction in January 2017. Our project costs now can be assessed with accuracy and they are approaching \$95M. Included are fees to the City estimated at \$2,787,638 and street scape improvements of \$2,688,000.

Equally, and importantly, however, we have been able to assess with more certainty the benefits to the City from the Project. The Jones College of Business, of Middle Tennessee State University, completed a detailed study which we have previously submitted to you. In summary, there would be 377 additional jobs during the construction phase and 155 permanent jobs, principally in the hotel and restaurant. New visitor spending associated with the hotel would be over \$36M. Perhaps most significant, the total benefits in property, sales and other taxes and fees would be \$13,822,000 in years 1 to 6 alone. On an annual basis, the amount at a minimum is \$700,000. On any measure, the project will be of great value to downtown Franklin, and its merchants and quality of life.

Against this background, we request that the City of Franklin fund certain street scape costs and certain roadway improvements on First, Second and Bridge Streets associated with the project, estimated to cost \$578,850 (see attachment). We believe that the benefits to the City as partly outlined

above more than justify our request. But our "ask" is presented principally for reasons of fairness. The last four street scape projects in Franklin were funded almost entirely by the City, as follows,

- A. Third Avenue North (Extension) - \$4,585,166 with 1,600 linear feet
- B. Third Avenue North and Fifth Avenue North - \$5,009,331 at 2,800 linear feet
- C. Columbia Avenue - \$2,430,115 at 2,100 linear feet
- D. Hillsboro - \$12,124,000 at 3,400 linear feet

The linear feet being enhanced for Harpeth Square is approximately 1,600 feet.

All of these projects had value to Franklin and business involved, but the City paid the bill. In this case, just the fees that we will pay to the City with respect to the project, wholly apart from all the upgrades, e.g. traffic light that we will be providing, are estimated to be \$2,787,638, approximately five times the amount of our request.

We recognize that the City has various options to fund our request. We have no particular view, but note that the funding could come from the hotel/motel tax derived specifically from our project, estimated to be \$311,000 for Franklin. These tax revenues are not now available to the city, and presumable not reflected in existing City priorities.

Thank you very much.

J. Roderick Heller III
Chairman & Chief Executive Officer
Harpeth Associates, LLC

Total Water Access Fees Paid to the COF: \$69,771
Total Cost of Water Main Improvements: \$315,908

Original Agreement: Fees Originally estimated at: \$114,853
Work Originally estimated at: \$203,750

Water fees to be recaptured over time as new developments occur within proximity of the water main improvements.

Changes in final design: Due to reduction of development density size of taps went down from 2 taps at 4" to 2 taps at 3", 1 taps at 2" and the fees were reduced for credits from existing demolished building. Difference in total fees required to be paid is \$45,082.

Total additional burden: \$315,908 Cost – \$69,771 Fees = \$246,137

Request: Asking for the City of Franklin to pay less than half the additional burden and participation with cost of the additional installation cost of the water line.

315,908 – 203,750 = **\$112,158**

This difference is due to the additional work required at 2nd and Main Street due to the existing configuration of water lines and connections at the intersection. The existing 12" DIP and existing 6" DIP watermain is required be tied in at the intersection of 2nd Ave and E Main Street per City of Franklin.

(See Exhibit xx Showing additional Intersection work)

Approved PUD - Roadway Offset Agreement

Harpeth Square

Impact Fees to be Paid:

\$ 856,545

Original Projected Impact Fees: \$905,897

Total Eligible Cost in Original Agreement:

\$1,283,355

Difference: **\$377,458**
Total Eligible – Original Impact Fees

Total Final Cost of all off site road improvements:

\$1,570,646

Difference: **\$714,101**
Final Cost – Final Impact Fees

Main Street Restriping, 1st and Bridge Improvements, and 2nd and Bridge New Traffic Signal

Total Additional Cost Paid by Harpeth Square:

\$ 714,101

Right of Way Dedication: *

Construction Management Fee: *

* These cost are included per COF Road Impact Fee: 1976 Code, 12-416,420 and Ordinance No. 2000-24, 7-2000, No. 2011-07 Section 1, 4-26-2011, Effective 7/1/2011, but are not included as eligible costs in the Harpeth Square Agreement.

Roadway Improvements as reflected on the COF Approved	Total Construction Cost:
Site Plan Section 2 Construction Documents (June 1, 2016):	\$ 839,383 Original Design Cost
Roadway Improvements as requested to be revised by the	Total Estimated New Construction Cost:
City of Franklin by CEC revised plans (Currently Under	\$1,095,961
Design) Est. to be Re-approved by October 15, 2016:	

ASK for additional construction cost for new COF Re-Design In Total Eligible Costs: **\$256,578**

Request: Ask for the City of Franklin to pay for the difference in cost Curb & Gutter, Full Depth Roadway Reconstruction, Driveway approaches and sidewalk opposite Harpeth Square project of \$256,578.

Additional costs are generated by improvements to 1st Avenue along the Harpeth River side of the road, along Bridge Street adjacent to McConnell House, Lynch property and the old Jail properties.

Roadway Improvements to the south side of 2nd Avenue and in front of buildings not associated with Harpeth Square PUD.

Total Cost: \$330,693 (Estimated by the City of Franklin)

Directed by City of Franklin to be included in design and paid for by COF: **\$330,693**

Additional costs are generated by improvements on 2nd Avenue so that 100% of the improvements are completed at one time. Additions include Pavers, sidewalk, curb and gutter, Street lights and Milling & resurfacing work not adjacent to the Harpeth Square project property.

Streetscape Improvement items:

1. Brick Pavers along 1st Avenue, 2nd Avenue and Bridge Street: \$142,351
2. Street Signs, street lights, Bike Bollards, Limestone Marker: \$ 67,765

Total Cost: \$210,116

Request: Ask for the City of Franklin to pay for the above cost: \$210,116

These items are additional items requested by the City of Franklin to match the Streetscape Design Plans for Downtown Franklin. They are only typical items in downtown historic Franklin.

Please not City of Franklin Paid 100% of Streetscape Items on Columbia Avenue, 3rd Avenue and 5th Avenue.

Request Summary:**Harpeth Square****Items requested by Harpeth Square:**

1. Participation in 2 nd Avenue Water Line Improvements:	\$ 112,158
2. Participation in Additional Improvements of 1 st and Bridge:	\$ 256,578
3. Pay for 2 nd Avenue Improvements not associated with HS:	\$ 330,693 As Directed by COF
4. Participation in Streetscape items:	\$ 210,116
Total Participation:	\$ 909,545 (\$578,852)

Total Improvements:

1. 2 nd Avenue Water Line Improvements:	\$ 315,908
2. Improvements of Main Street, 1 st and Bridge:	\$ 1,570,646
3. 2 nd Avenue - COF	\$ 330,693
4. 2 nd Avenue – Harpeth responsibility	\$ 295,000
5. Streetscape Improvements:	\$ 183,709
Total Improvements:	\$ 2,688,891

FEE Summary:**Harpeth Square****FEE's Paid by Harpeth Square:**

1. Water and Sewer Fee's:	\$ 416,075
2. Parkland Dedication Fee's:	\$ 509,642
3. Roadway Impact Fee:	\$ 856,545
4. Permit Fee:	\$ 155,000 estimated
5. Plan Review Fee:	\$ 68,750 estimated
Total FEE's:	\$ 2,006,012

Direct Yearly Tax Revenue:

1. Hotel Occupancy Tax:	\$ 311,349
2. Hotel Sales Tax:	\$ 140,107
3. Hotel – Restaurant Sales Tax:	\$ 58,650
4. Retail – Restaurant Sales Tax	\$ 56,500 estimated
5. Apartment Property Tax:	\$ 52,542
6. Retail Sales Tax:	\$ 125,000 estimated

Total Annual Direct Tax Revenue: \$ 744,148

Annual Williamson County Tax Revenue Summary:

Harpeth Square

Total County Yearly Tax Revenue:

- | | |
|-------------------|----------------------|
| 1. Privilege Tax: | \$ 452,966 |
| 2. School Tax: | \$ 145,000 estimated |
| 3. Other: | |
| 4. | |

Total Annual Taxes:

\$ 597,966

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #1
Revised: 9/28/16

1st Ave & Bridge St. Roadway Improvement Cost

Detailed Price Calculation for Roadway Off-Set Cost

1st Ave & Bridge Street

Item	Qty	Units	Unit Price	Value
Curb & Gutter (Incl. Req. Stone Base)				\$ 49,305.12
30" Curb & Gutter	1,942	LF	\$ 20.04	\$ 38,917.68
Stone Under Curb & Gutter	756	SY	\$ 13.74	\$ 10,387.44
New Roadway Pavement				\$ 176,067.60
Full depth pavement 24' wide - 12"-4"-3"-1.5"	2048	SY	\$ 48.00	\$ 98,304.00
Full depth pavement Street parking 6' wide - 8"-3"-1.5"	170	SY	\$ 25.88	\$ 4,399.60
Mill & Resurface 24' wide - 1.5" deep	982	SY	\$ 15.00	\$ 14,730.00
Full depth roadway boxout & disposal	1340	CY	\$ 38.00	\$ 50,920.00
Full depth street parking boxout & disposal	203	CY	\$ 38.00	\$ 7,714.00
Full depth curb & gutter boxout & disposal	490	CY	\$ 38.00	\$ 18,620.00
Drainage Structures & Adjustments				\$ 36,633.23
Single Catch Basin	1	EA	\$ 3,074.37	\$ 3,074.37
Single Curb Inlet	10	EA	\$ 2,632.71	\$ 26,327.10
Structure over Existing Pipe	4	EA	\$ 1,807.94	\$ 7,231.76
Storm Drainage Piping				\$ 52,745.98
15" RCP	327	LF	\$ 62.87	\$ 20,558.49
18" RCP	180	LF	\$ 61.62	\$ 11,091.60
Pavement Repair	134	SY	\$ 70.60	\$ 9,460.40
Flowable Fill	229	LF	\$ 50.81	\$ 11,635.49
Erosion Control				\$ 11,023.60
Erosion Control Inspections	1	LS	\$ 4,500.00	\$ 4,500.00
Sediment Tubes	860	LF	\$ 4.04	\$ 3,474.40
Inlet Protection	11	EA	\$ 277.20	\$ 3,049.20
COF Improvements to non-development side of road				\$ 94,868.75
Sidewalk Improvements at buisness on NE Bridge St	1,125	SF	\$ 9.75	\$ 10,968.75
Boathouse concrete driveway approaches	2	EA	\$ 9,950.00	\$ 19,900.00
Lynch, new Jail, old jail & Anderson driveway approaches	4	EA	\$ 6,500.00	\$ 26,000.00
Misc. Design to be completed	1	LS	\$ 38,000.00	\$ 38,000.00
Mobilization	1	LS	\$ 14,500.00	\$ 14,500.00
Demolition & removal of exist. Retaining Wall at ROW	1	LS	\$ 14,750.00	\$ 14,750.00
New Retaining Wall at ROW	1	LS	\$ 285,000.00	\$ 285,000.00
Traffic Control	1	LS	\$ 18,000.00	\$ 18,000.00
Survey Layout	1	LS	\$ 16,145.90	\$ 16,145.90
Pavement Markings	1	LS	\$ 2,633.00	\$ 2,633.00
Street Lights and conduit	1	LS	\$ 101,430.00	\$ 101,430.00
ROW Dedication Per Contract Exhibit A COF 2014-0344	5,415	SF	\$ 15.00	\$ 81,225.00
Engineering, surveying and design costs	1	LS	\$ 42,000.00	\$ 42,000.00
Construction Management	0.10	%	\$ 996,328.18	\$ 99,632.82
				\$ -
Total 1st & Bridge Roadway Improvements				\$ 1,095,961.00

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #2

2nd & Bridge New Traffic Signal Improvement

Detailed Pricing Calculations for Roadway Off-Set Cost

New Traffic Signal at Bridge & 2nd Ave

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>
Curb & Gutter (Incl. Req. Stone Base)				\$ 17,523.66
30" Curb & Gutter	690	LF	\$ 20.04	\$ 13,827.60
Stone Under Curb & Gutter	269	SY	\$ 13.74	\$ 3,696.06
New Roadway Pavement				\$ 31,552.00
Full depth pavement 24' wide - 12"-4"-3"-1.5"	365	SY	\$ 48.00	\$ 17,520.00
Mill & Resurface 24' wide - 3" deep	170	SY	\$ 28.00	\$ 4,760.00
Full depth roadway boxout & disposal	0	CY	\$ 38.00	\$ -
Full depth street parking boxout & disposal	244	CY	\$ 38.00	\$ 9,272.00
Full depth curb & gutter boxout & disposal	383	CY	\$ 38.00	\$ 14,554.00
Drainage Structures & Adjustments				\$ 18,645.92
Single Catch Basin	2	EA	\$ 3,074.37	\$ 6,148.74
Single Curb Inlet	2	EA	\$ 2,632.71	\$ 5,265.42
Extra for Building Structure on Existing Pipe	4	EA	\$ 1,807.94	\$ 7,231.76
Storm Drainage Piping				\$ 16,859.42
15" RCP	-	LF	\$ 62.87	\$ -
18" RCP	152	LF	\$ 61.62	\$ 9,366.24
Pavement Repair	50	SY	\$ 70.60	\$ 3,530.00
Flowable Fill	78	LF	\$ 50.81	\$ 3,963.18
Erosion Control				\$ 4,938.72
Erosion Control	1	LS	\$ 1,890.72	\$ 1,890.72
Sediment Tubes	480	LF	\$ 4.04	\$ 1,939.20
Inlet Protection	4	EA	\$ 277.20	\$ 1,108.80
Mobilization	1	LS	\$ 9,375.00	\$ 9,375.00
Traffic Control	1	LS	\$ 7,300.00	\$ 7,300.00
Survey Layout	1	LS	\$ 8,200.00	\$ 8,200.00
Pavement Markings	1	LS	\$ 2,633.00	\$ 2,633.00
Street Lights and conduit	1	LS	\$ 1,800.00	\$ 1,800.00
Stansell Electric - 2nd & Bridge New Signal Improvement	1	LS	\$ 168,224.00	\$ 168,224.00
Revisions - upgrade controller equipment for Fiber	1	LS	\$ 7,800.00	\$ 7,800.00
Fiber connection to E Main controller	1	LS	\$ 21,750.00	\$ 21,750.00
ROW Taking Lynch Property	75	SF	\$ 700.00	\$ 52,500.00
Misc. Appraisal and Legal Fee's	1	LS	\$ 7,500.00	\$ 7,500.00
Engineering, surveying and design costs	1	LS	\$ 28,000.00	\$ 28,000.00
Construction Management	0.10	%	\$ 404,601.72	\$ 40,460.17
			\$	\$ -
Total 1st Ave & Bridge Street			\$	445,061.89

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #3

E. Main Street Roadway Pavement Marking

Detailed Pricing Calculation for Roadway Off-Set Cost

E Main Street - Pavement Marking

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>
<i>Pavement Markings</i>	1	LS	\$ 18,749.60	\$ 18,749.60
<i>Mobilization</i>	-	LS	\$ 5,081.85	\$ -
<i>Traffic Control</i>	-	LS	\$ -	\$ -
<i>Survey Layout</i>	-	LS	\$ 4,450.00	\$ -
<i>Street Lights and conduit</i>	-	LS	\$ -	\$ -
<i>ROW Dedication Per Contract Exhibit A COF 2014-0344</i>	-	SF	\$ 9.84	\$ -
<i>Engineering, surveying and design costs</i>	1	LS	\$ 8,180.00	\$ 8,180.00
<i>Construction Management</i>	0.10	%	\$ 26,929.60	\$ 2,692.96
			\$ -	\$ -
Total E Main St - Pavement Marking			\$	29,622.56

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #4
Street Scape Ask

Bridge, 1st & 2nd Ave Street Scape Cost

Detailed Price Calculation for Streetscape Ask

Bridge, 1st & 2nd Ave

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>		<u>Value</u>
Pavers (Incl. Req. Concrete & Stone Base)				\$	128,459.66
1st & Bridge Sta 6+17 to Sta 14+80 = 863'					
2nd Ave Sta 3+42 to Sta 7+40 = 398'					
2-1/4" Brick Paver with concrete base course	3,913	SF	\$ 31.82	\$	124,511.66
Box out and remove materials off-site	141	CY	\$ 28.00	\$	3,948.00
<i>Includes small amount on Main St</i>					
Mobilization	1	LS	\$ 950.00	\$	950.00
Erosion Control				\$	-
Erosion Control Inspections	-	LS	\$ 1,890.72	\$	-
Sediment Tubes	-	LF	\$ 4.04	\$	-
Inlet Protection	-	EA	\$ 277.20	\$	-
Bicycle Bollard	1	LS	\$ 4,750.00	\$	4,750.00
Trash Receptacles (not included supplied by COF)	-	EA		\$	-
Decorative Street Signs Installed	1	LS	\$ 17,412.27	\$	17,412.27
Decorative Limestone Markers Installed	1	LS	\$ 9,013.13	\$	9,013.13
Street Lights and conduit	3	EA	\$ 10,143.00	\$	30,429.00
Engineering, surveying and design costs	-	LS		\$	-
Construction Management	0.10	%	\$ 191,014.06	\$	19,101.41
				\$	-
Total Pavers & Street Scape Items				\$	210,115.47

RESOLUTION 2016-79

A RESOLUTION GRANTING ADDITIONAL FUNDING/SUPPORT TO THE HARPETH SQUARE PROJECT AND AUTHORIZING THE CITY ADMINISTRATOR TO MODIFY THE EXISTING ROAD IMPACT FEE OFFSET AGREEMENT BETWEEN THE CITY OF FRANKLIN AND HARPETH ASSOCIATES LLC. (COF CONTRACT NO. 2014-0344) AS NECESSARY TO EFFECTUATE SUCH CHANGES

WHEREAS, Harpeth Associates LLC., ("Developer") has previously submitted to the Franklin Municipal Planning Commission the Harpeth Square PUD Subdivision, Development Plan Project No. 4713, for approval (the "Development Project"); and

WHEREAS, The City of Franklin, Tennessee ("City") has required the Developer to design and construct certain arterial roadway improvements, including the dedication of arterial right-of-way, the engineering design of non-site related arterial improvements and/or the construction of certain non-site related arterial improvements as a requirement of the Development Project; and

WHEREAS, the City is requiring improvements, as part of the Development Project, to the arterial roadways of 1st Ave. N. and Bridge St., Franklin Rd / E. Main St., Signal Modifications at E. Main St. and 1st Ave., and Traffic Signal Improvements at 2nd Ave and Bridge Street; and

WHEREAS, the Developer has made application to offset a portion of the costs of construction for these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on December 22, 2014, to be One Million Two Hundred Eighty-Three Thousand Three Hundred Fifty-Five and No/100 Dollars (\$1,283,355.00); and

WHEREAS, based on final design, the anticipated Road Impact Fees which will be fully offset based on the improvements being made by the Developer is Eight Hundred Fifty-Six Thousand Five Hundred Forty-Four Thousand and 93/100 (\$856,544.93); and

WHEREAS, the Developer is in the process of finalizing the design and is requesting additional City funding/participation in the project.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for Request(s) _____ as shown on Exhibit A. This funding is in addition to the Road Impact Fees in the amount of Eight Hundred Fifty-Six Thousand Five Hundred Forty-Four Thousand and 93/100 (\$856,544.93) being offset by the City.

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Administrator is hereby authorized to update, finalize and execute Amendment No. 1 (COF Contract 2014-0344) to the Road Impact Fee Offset Agreement consistent with Request(s) _____.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator

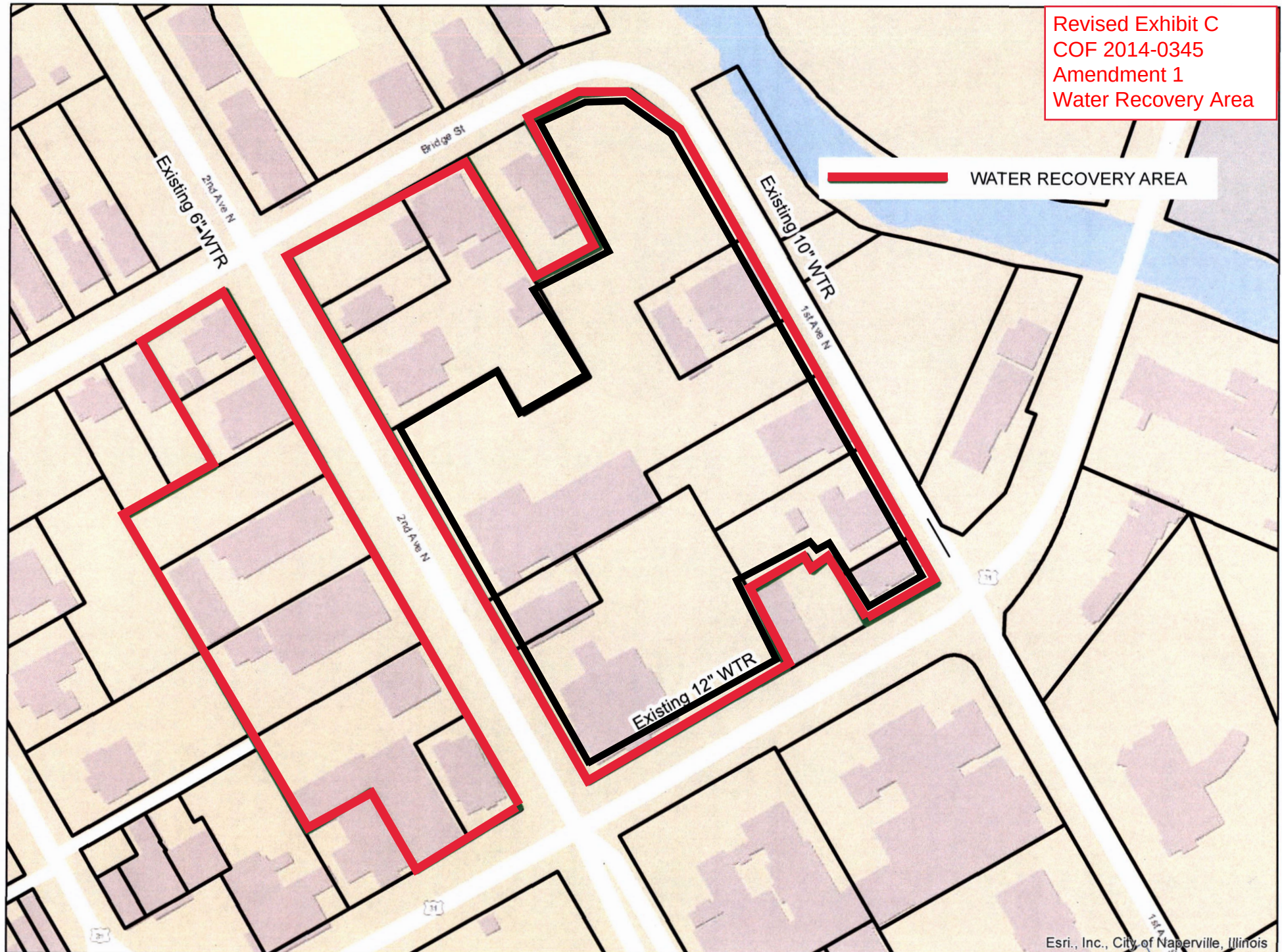
By: _____
DR. KEN MOORE
Mayor

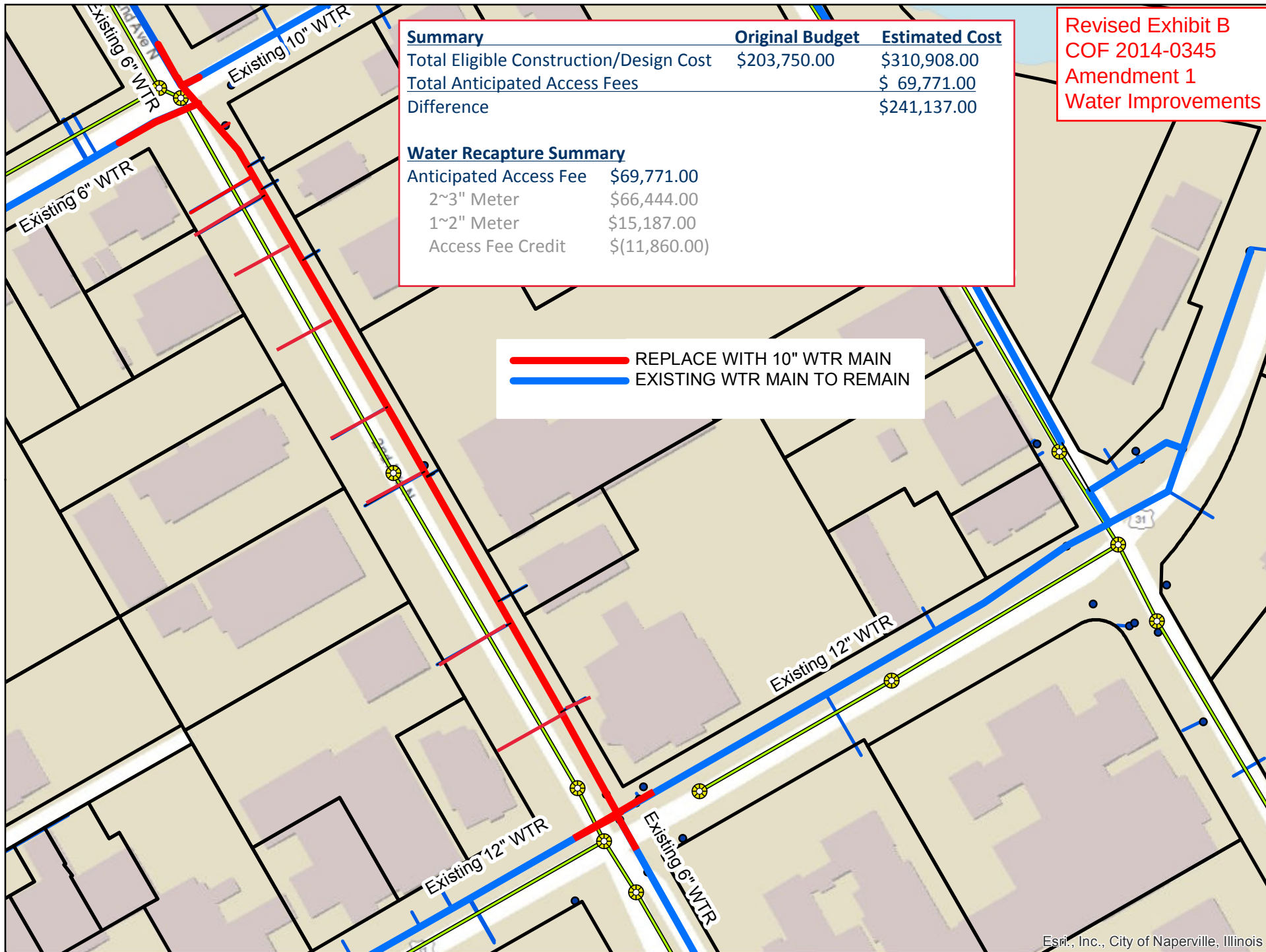
Approved as to Form

By: _____
Kristen L. Corn, Assistant City Attorney

- Request 1: In lieu of updating the pavement markings on Franklin Road the Developer shall make a \$29,623.00 contribution out of their Road Impact Fees.
- Request 2: The City shall contribute \$256,578.00 for additional arterial roadway improvements to 1st Ave North and Bridge St as part of the Harpeth Square Development Project.
- Request 3: The City shall pay a not to exceed amount of \$330,693.00 for the developer to extend the sidewalk, curb and gutter, drainage, landscaping and lighting along the frontage of 144, 142 and 134 2nd Ave North and include some additional milling/paving for 2nd Ave.
- Request 4: The City shall contribute \$210,116.00 for streetscape improvements along 1st Ave, Bridge St and 2nd Ave.

Revised Exhibit C
COF 2014-0345
Amendment 1
Water Recovery Area





AMENDMENT NO. 1 (COF CONTRACT NO. 2014-0345)
AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR SANITARY SEWER AND WATER DISTRIBUTION IMPROVEMENTS

Revised 10-7-2016

This Agreement between THE CITY OF FRANKLIN, TENNESSEE ("City") and Harpeth Associates LLC, ("Developer"), entered into on this the ____ day of _____, 2016, subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission the Harpeth Square PUD Subdivision, Development Plan Project No. 4713 for approval ("Development"); and

WHEREAS, the Developer has been required, as a condition of approval, to construct certain off-site sanitary sewer improvements ("Sewer Improvements") and water distribution improvements ("Water Improvements") that will become a part of the Franklin sanitary sewer and water distribution systems and will be available for the use and benefit, not only of businesses and residents within the Development, but also for other present and future customers of the Franklin sanitary sewer and water distribution systems that are located outside the Development; and

WHEREAS, the Developer is therefore entitled, pursuant to Sections 18-108 and 18-208 of the Franklin Municipal Code, to be reimbursed for a portion of the costs of construction of the said Improvements as described herein; and

WHEREAS, the Developer has incurred or, based upon reasonable estimates of the City Engineer, will incur, costs of THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$315,908.00) in the construction of the Water Improvements, including labor, equipment, supplies, materials, engineering design, supervision, inspection, legal and acquisition costs for easements and right-of-way, including without limitation the costs, including attorney fees, of eminent domain proceedings associated therewith. Of these costs, the City Engineer has determined that the additional cost of upsizing the Water Improvements, as requested by the City, is THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$315,908.00); and

WHEREAS, the determination as to eligible cost reimbursement is generally based upon the difference in sizing and capacity of the lines and other facilities needed for the Development and that needed or required by the City for water distribution systems as a whole (e.g. the "cost of upsizing"); and

WHEREAS, the City may, in its discretion, consider other factors necessary for an equitable sharing of costs.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Agreement (COF Contract No 2014-0345) dated March 16, 2015 is hereby deleted in its entirety and replaced with Amendment No. 1.
3. The City agrees to be responsible for the necessary offsite Sewer Improvements required, as a condition of approval, of the Harpeth Square PUD Subdivision. The Developer is not entitled to any sanitary sewer recapture or reimbursement associated with Sewer Improvements.
4. The total estimated cost of the Water Improvements is \$315,908.00. The Development is estimated to generate a total of \$69,771.00 in Water Access Fees. The City agrees to provide an additional, not to exceed, reimbursable amount of \$112,158.00 for the Water Improvements.
5. Reimbursement for the Water Improvements shall be made until such time as the eligible costs have been fully reimbursed by providing a reimbursement to the Developer against the Water Line Access Fees paid by users, who are hereafter provided a connection to the Water Improvements as shown in Revised Exhibit B, located within the Water Recovery Area as shown in Revised Exhibit C.
6. The Developer may submit periodic invoices, no more frequently than every ninety (90) days, to the City during the course of construction. Said invoices shall be payable within thirty (30) days after approval by the City Engineer, subject to collected Water Access Fees. Invoices shall include copies of contracts and vendor invoices associated with the Water Improvements. Proof of payment, such as copies of cancelled checks, shall also be provided.
7. Within sixty (60) days of completion and acceptance of the Water Improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized release of liens.
8. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Water Improvements, and the Developer expressly releases the city from any further claim.

9. The City and Developer agree that the terms and conditions contained herein shall be binding and shall ensure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them, except as contained in this instrument.

10. The City shall have no liability, except as specifically provided in this Agreement.

11. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

12. Entire Agreement. This Amendment and Agreement, together with its exhibit(s) constitute the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Alderman on _____, 2016.

WITNESS our hands on the dates as indicated.

DEVELOPER

Harpeth Associates LLC

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

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

Witness my hand and seal, at Office in _____, Tennessee, this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

Date: _____

STATE OF TENNESSEE)

)ss:

COUNTY OF WILLIAMSON)

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

WITNESS, my hand and seal on this the ____ day of _____, 2011.

Notary Public
My Commission expires: _____

Approved as to form by:

DRAFT

Eric Stuckey
City Administrator
City of Franklin
109 Third Avenue South
Franklin, TN 37064

October 6, 2016

Dear Mr. Stuckey:

As you are aware, representatives of Harpeth Associates and the City of Franklin have been working hard over the last few years on various standards and approvals required for the Harpeth project in downtown Franklin. As we have discussed with you, it seemed appropriate to defer incentive requests (other than our request, since withdrawn, for TIF financing for our parking garage) until we and the City had an opportunity to assess the benefits and costs of our project to Franklin. We believe that now is such a time, and accordingly are writing to request our only incentive-that the City, as has been done on other projects in the City, pay certain streetscape costs detailed below at an approximate cost of \$578,850.

The project, consisting of a 596 space parking garage, 150 high-end apartment units, 115 room hotel and approximately 18,000 square feet of retail and office, is expensive and complicated. This is in part because of our insistence on certain standards which we firmly believe will be of long term benefit to both the project and the City, including use of concrete and expansive amenities in the apartments, and a four diamond full service hotel, rather than the two-star type hotel which originally has been discussed for Franklin. The costs are greater, moreover, because we are incurring costs for a downtown redevelopment project disproportionate to the costs asked of Cool Springs developers. City regulations do not recognize, for example, the following:

- the higher land costs in downtown Franklin, including the need to pay for existing structures and businesses, rather than raw land
- the need for a structure for the required parking in a town with free parking (achievable in Cool Springs by raw land paving)
- the height limitation, which requires Harpeth to absorb all costs within a 56-foot limitation, compared to 156 feet in Cool Springs

We have been working on this project with the City for over three years, and believe that, if things fall into place, we can start construction in January 2017. Our project costs now can be assessed with accuracy and they are approaching \$95M. Included are fees to the City estimated at \$2,787,638 and street scape improvements of \$2,688,000.

Equally, and importantly, however, we have been able to assess with more certainty the benefits to the City from the Project. The Jones College of Business, of Middle Tennessee State University, completed a detailed study which we have previously submitted to you. In summary, there would be 377 additional jobs during the construction phase and 155 permanent jobs, principally in the hotel and restaurant. New visitor spending associated with the hotel would be over \$36M. Perhaps most significant, the total benefits in property, sales and other taxes and fees would be \$13,822,000 in years 1 to 6 alone. On an annual basis, the amount at a minimum is \$700,000. On any measure, the project will be of great value to downtown Franklin, and its merchants and quality of life.

Against this background, we request that the City of Franklin fund certain street scape costs and certain roadway improvements on First, Second and Bridge Streets associated with the project, estimated to cost \$578,850 (see attachment). We believe that the benefits to the City as partly outlined

above more than justify our request. But our "ask" is presented principally for reasons of fairness. The last four street scape projects in Franklin were funded almost entirely by the City, as follows,

- A. Third Avenue North (Extension) - \$4,585,166 with 1,600 linear feet
- B. Third Avenue North and Fifth Avenue North - \$5,009,331 at 2,800 linear feet
- C. Columbia Avenue - \$2,430,115 at 2,100 linear feet
- D. Hillsboro - \$12,124,000 at 3,400 linear feet

The linear feet being enhanced for Harpeth Square is approximately 1,600 feet.

All of these projects had value to Franklin and business involved, but the City paid the bill. In this case, just the fees that we will pay to the City with respect to the project, wholly apart from all the upgrades, e.g. traffic light that we will be providing, are estimated to be \$2,787,638, approximately five times the amount of our request.

We recognize that the City has various options to fund our request. We have no particular view, but note that the funding could come from the hotel/motel tax derived specifically from our project, estimated to be \$311,000 for Franklin. These tax revenues are not now available to the city, and presumable not reflected in existing City priorities.

Thank you very much.

J. Roderick Heller III
Chairman & Chief Executive Officer
Harpeth Associates, LLC

Total Water Access Fees Paid to the COF:

\$69,771

Total Cost of Water Main Improvements:

\$315,908

Original Agreement:

Fees Originally estimated at: \$114,853

Work Originally estimated at: \$203,750

Water fees to be recaptured over time as new developments occur within proximity of the water main improvements.

Changes in final design: Due to reduction of development density size of taps went down from 2 taps at 4" to 2 taps at 3", 1 taps at 2" and the fees were reduced for credits from existing demolished building. Difference in total fees required to be paid is \$45,082.

Total additional burden: \$315,908 Cost – \$69,771 Fees = \$246,137

Request: Asking for the City of Franklin to pay less than half the additional burden and participation with cost of the additional installation cost of the water line.

315,908 – 203,750 = **\$112,158**

This difference is due to the additional work required at 2nd and Main Street due to the existing configuration of water lines and connections at the intersection. The existing 12" DIP and existing 6" DIP watermain is required be tied in at the intersection of 2nd Ave and E Main Street per City of Franklin.

(See Exhibit xx Showing additional Intersection work)

Approved PUD - Roadway Offset Agreement

Harpeth Square

Impact Fees to be Paid:

\$ 856,545

Original Projected Impact Fees: \$905,897

Total Eligible Cost in Original Agreement:

\$1,283,355

Difference: **\$377,458**
Total Eligible – Original Impact Fees

Total Final Cost of all off site road improvements:

\$1,570,646

Difference: **\$714,101**
Final Cost – Final Impact Fees

Main Street Restriping, 1st and Bridge Improvements, and 2nd and Bridge New Traffic Signal

Total Additional Cost Paid by Harpeth Square:

\$ 714,101

Right of Way Dedication: *

Construction Management Fee: *

* These cost are included per COF Road Impact Fee: 1976 Code, 12-416,420 and Ordinance No. 2000-24, 7-2000, No. 2011-07 Section 1, 4-26-2011, Effective 7/1/2011, but are not included as eligible costs in the Harpeth Square Agreement.

Roadway Improvements as reflected on the COF Approved	Total Construction Cost:
Site Plan Section 2 Construction Documents (June 1, 2016):	\$ 839,383 Original Design Cost
Roadway Improvements as requested to be revised by the	Total Estimated New Construction Cost:
City of Franklin by CEC revised plans (Currently Under	\$1,095,961
Design) Est. to be Re-approved by October 15, 2016:	

ASK for additional construction cost for new COF Re-Design In Total Eligible Costs: **\$256,578**

Request: Ask for the City of Franklin to pay for the difference in cost Curb & Gutter, Full Depth Roadway Reconstruction, Driveway approaches and sidewalk opposite Harpeth Square project of \$256,578.

Additional costs are generated by improvements to 1st Avenue along the Harpeth River side of the road, along Bridge Street adjacent to McConnell House, Lynch property and the old Jail properties.

Roadway Improvements to the south side of 2nd Avenue and in front of buildings not associated with Harpeth Square PUD.

Total Cost: \$330,693 (Estimated by the City of Franklin)

Directed by City of Franklin to be included in design and paid for by COF: **\$330,693**

Additional costs are generated by improvements on 2nd Avenue so that 100% of the improvements are completed at one time. Additions include Pavers, sidewalk, curb and gutter, Street lights and Milling & resurfacing work not adjacent to the Harpeth Square project property.

Streetscape Improvement items:

1. Brick Pavers along 1st Avenue, 2nd Avenue and Bridge Street: \$142,351
2. Street Signs, street lights, Bike Bollards, Limestone Marker: \$ 67,765

Total Cost: \$210,116

Request: Ask for the City of Franklin to pay for the above cost: \$210,116

These items are additional items requested by the City of Franklin to match the Streetscape Design Plans for Downtown Franklin. They are only typical items in downtown historic Franklin.

Please not City of Franklin Paid 100% of Streetscape Items on Columbia Avenue, 3rd Avenue and 5th Avenue.

Request Summary:**Harpeth Square****Items requested by Harpeth Square:**

1. Participation in 2 nd Avenue Water Line Improvements:	\$ 112,158
2. Participation in Additional Improvements of 1 st and Bridge:	\$ 256,578
3. Pay for 2 nd Avenue Improvements not associated with HS:	\$ 330,693 As Directed by COF
4. Participation in Streetscape items:	\$ 210,116
Total Participation:	\$ 909,545 (\$578,852)

Total Improvements:

1. 2 nd Avenue Water Line Improvements:	\$ 315,908
2. Improvements of Main Street, 1 st and Bridge:	\$ 1,570,646
3. 2 nd Avenue - COF	\$ 330,693
4. 2 nd Avenue – Harpeth responsibility	\$ 295,000
5. Streetscape Improvements:	\$ 183,709
Total Improvements:	\$ 2,688,891

FEE Summary:**Harpeth Square****FEE's Paid by Harpeth Square:**

1. Water and Sewer Fee's:	\$ 416,075
2. Parkland Dedication Fee's:	\$ 509,642
3. Roadway Impact Fee:	\$ 856,545
4. Permit Fee:	\$ 155,000 estimated
5. Plan Review Fee:	\$ 68,750 estimated
Total FEE's:	\$ 2,006,012

Direct Yearly Tax Revenue:

1. Hotel Occupancy Tax:	\$ 311,349
2. Hotel Sales Tax:	\$ 140,107
3. Hotel – Restaurant Sales Tax:	\$ 58,650
4. Retail – Restaurant Sales Tax	\$ 56,500 estimated
5. Apartment Property Tax:	\$ 52,542
6. Retail Sales Tax:	\$ 125,000 estimated

Total Annual Direct Tax Revenue: \$ 744,148

Annual Williamson County Tax Revenue Summary:

Harpeth Square

Total County Yearly Tax Revenue:

- | | |
|-------------------|----------------------|
| 1. Privilege Tax: | \$ 452,966 |
| 2. School Tax: | \$ 145,000 estimated |
| 3. Other: | |
| 4. | |

Total Annual Taxes:

\$ 597,966

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #1
Revised: 9/28/16

1st Ave & Bridge St. Roadway Improvement Cost

Detailed Price Calculation for Roadway Off-Set Cost

1st Ave & Bridge Street

Item	Qty	Units	Unit Price	Value
Curb & Gutter (Incl. Req. Stone Base)				\$ 49,305.12
30" Curb & Gutter	1,942	LF	\$ 20.04	\$ 38,917.68
Stone Under Curb & Gutter	756	SY	\$ 13.74	\$ 10,387.44
New Roadway Pavement				\$ 176,067.60
Full depth pavement 24' wide - 12"-4"-3"-1.5"	2048	SY	\$ 48.00	\$ 98,304.00
Full depth pavement Street parking 6' wide - 8"-3"-1.5"	170	SY	\$ 25.88	\$ 4,399.60
Mill & Resurface 24' wide - 1.5" deep	982	SY	\$ 15.00	\$ 14,730.00
Full depth roadway boxout & disposal	1340	CY	\$ 38.00	\$ 50,920.00
Full depth street parking boxout & disposal	203	CY	\$ 38.00	\$ 7,714.00
Full depth curb & gutter boxout & disposal	490	CY	\$ 38.00	\$ 18,620.00
Drainage Structures & Adjustments				\$ 36,633.23
Single Catch Basin	1	EA	\$ 3,074.37	\$ 3,074.37
Single Curb Inlet	10	EA	\$ 2,632.71	\$ 26,327.10
Structure over Existing Pipe	4	EA	\$ 1,807.94	\$ 7,231.76
Storm Drainage Piping				\$ 52,745.98
15" RCP	327	LF	\$ 62.87	\$ 20,558.49
18" RCP	180	LF	\$ 61.62	\$ 11,091.60
Pavement Repair	134	SY	\$ 70.60	\$ 9,460.40
Flowable Fill	229	LF	\$ 50.81	\$ 11,635.49
Erosion Control				\$ 11,023.60
Erosion Control Inspections	1	LS	\$ 4,500.00	\$ 4,500.00
Sediment Tubes	860	LF	\$ 4.04	\$ 3,474.40
Inlet Protection	11	EA	\$ 277.20	\$ 3,049.20
COF Improvements to non-development side of road				\$ 94,868.75
Sidewalk Improvements at buisness on NE Bridge St	1,125	SF	\$ 9.75	\$ 10,968.75
Boathouse concrete driveway approaches	2	EA	\$ 9,950.00	\$ 19,900.00
Lynch, new Jail, old jail & Anderson driveway approaches	4	EA	\$ 6,500.00	\$ 26,000.00
Misc. Design to be completed	1	LS	\$ 38,000.00	\$ 38,000.00
Mobilization	1	LS	\$ 14,500.00	\$ 14,500.00
Demolition & removal of exist. Retaining Wall at ROW	1	LS	\$ 14,750.00	\$ 14,750.00
New Retaining Wall at ROW	1	LS	\$ 285,000.00	\$ 285,000.00
Traffic Control	1	LS	\$ 18,000.00	\$ 18,000.00
Survey Layout	1	LS	\$ 16,145.90	\$ 16,145.90
Pavement Markings	1	LS	\$ 2,633.00	\$ 2,633.00
Street Lights and conduit	1	LS	\$ 101,430.00	\$ 101,430.00
ROW Dedication Per Contract Exhibit A COF 2014-0344	5,415	SF	\$ 15.00	\$ 81,225.00
Engineering, surveying and design costs	1	LS	\$ 42,000.00	\$ 42,000.00
Construction Management	0.10	%	\$ 996,328.18	\$ 99,632.82
				\$ -
Total 1st & Bridge Roadway Improvements				\$ 1,095,961.00

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #2

2nd & Bridge New Traffic Signal Improvement

Detailed Pricing Calculations for Roadway Off-Set Cost

New Traffic Signal at Bridge & 2nd Ave

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>
Curb & Gutter (Incl. Req. Stone Base)				\$ 17,523.66
30" Curb & Gutter	690	LF	\$ 20.04	\$ 13,827.60
Stone Under Curb & Gutter	269	SY	\$ 13.74	\$ 3,696.06
New Roadway Pavement				\$ 31,552.00
Full depth pavement 24' wide - 12"-4"-3"-1.5"	365	SY	\$ 48.00	\$ 17,520.00
Mill & Resurface 24' wide - 3" deep	170	SY	\$ 28.00	\$ 4,760.00
Full depth roadway boxout & disposal	0	CY	\$ 38.00	\$ -
Full depth street parking boxout & disposal	244	CY	\$ 38.00	\$ 9,272.00
Full depth curb & gutter boxout & disposal	383	CY	\$ 38.00	\$ 14,554.00
Drainage Structures & Adjustments				\$ 18,645.92
Single Catch Basin	2	EA	\$ 3,074.37	\$ 6,148.74
Single Curb Inlet	2	EA	\$ 2,632.71	\$ 5,265.42
Extra for Building Structure on Existing Pipe	4	EA	\$ 1,807.94	\$ 7,231.76
Storm Drainage Piping				\$ 16,859.42
15" RCP	-	LF	\$ 62.87	\$ -
18" RCP	152	LF	\$ 61.62	\$ 9,366.24
Pavement Repair	50	SY	\$ 70.60	\$ 3,530.00
Flowable Fill	78	LF	\$ 50.81	\$ 3,963.18
Erosion Control				\$ 4,938.72
Erosion Control	1	LS	\$ 1,890.72	\$ 1,890.72
Sediment Tubes	480	LF	\$ 4.04	\$ 1,939.20
Inlet Protection	4	EA	\$ 277.20	\$ 1,108.80
Mobilization	1	LS	\$ 9,375.00	\$ 9,375.00
Traffic Control	1	LS	\$ 7,300.00	\$ 7,300.00
Survey Layout	1	LS	\$ 8,200.00	\$ 8,200.00
Pavement Markings	1	LS	\$ 2,633.00	\$ 2,633.00
Street Lights and conduit	1	LS	\$ 1,800.00	\$ 1,800.00
Stansell Electric - 2nd & Bridge New Signal Improvement	1	LS	\$ 168,224.00	\$ 168,224.00
Revisions - upgrade controller equipment for Fiber	1	LS	\$ 7,800.00	\$ 7,800.00
Fiber connection to E Main controller	1	LS	\$ 21,750.00	\$ 21,750.00
ROW Taking Lynch Property	75	SF	\$ 700.00	\$ 52,500.00
Misc. Appraisal and Legal Fee's	1	LS	\$ 7,500.00	\$ 7,500.00
Engineering, surveying and design costs	1	LS	\$ 28,000.00	\$ 28,000.00
Construction Management	0.10	%	\$ 404,601.72	\$ 40,460.17
			\$	\$ -
Total 1st Ave & Bridge Street			\$	445,061.89

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #3

E. Main Street Roadway Pavement Marking

Detailed Pricing Calculation for Roadway Off-Set Cost

E Main Street - Pavement Marking

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Value</u>
<i>Pavement Markings</i>	1	LS	\$ 18,749.60	\$ 18,749.60
<i>Mobilization</i>	-	LS	\$ 5,081.85	\$ -
<i>Traffic Control</i>	-	LS	\$ -	\$ -
<i>Survey Layout</i>	-	LS	\$ 4,450.00	\$ -
<i>Street Lights and conduit</i>	-	LS	\$ -	\$ -
<i>ROW Dedication Per Contract Exhibit A COF 2014-0344</i>	-	SF	\$ 9.84	\$ -
<i>Engineering, surveying and design costs</i>	1	LS	\$ 8,180.00	\$ 8,180.00
<i>Construction Management</i>	0.10	%	\$ 26,929.60	\$ 2,692.96
			\$ -	\$ -
Total E Main St - Pavement Marking			\$	29,622.56

Iroquois Development Group, LLC
Harpeth Square Roadway Costs #4
Street Scape Ask

Bridge, 1st & 2nd Ave Street Scape Cost

Detailed Price Calculation for Streetscape Ask

Bridge, 1st & 2nd Ave

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>		<u>Value</u>
Pavers (Incl. Req. Concrete & Stone Base)				\$	128,459.66
1st & Bridge Sta 6+17 to Sta 14+80 = 863'					
2nd Ave Sta 3+42 to Sta 7+40 = 398'					
2-1/4" Brick Paver with concrete base course	3,913	SF	\$ 31.82	\$	124,511.66
Box out and remove materials off-site	141	CY	\$ 28.00	\$	3,948.00
<i>Includes small amount on Main St</i>					
Mobilization	1	LS	\$ 950.00	\$	950.00
Erosion Control				\$	-
Erosion Control Inspections	-	LS	\$ 1,890.72	\$	-
Sediment Tubes	-	LF	\$ 4.04	\$	-
Inlet Protection	-	EA	\$ 277.20	\$	-
Bicycle Bollard	1	LS	\$ 4,750.00	\$	4,750.00
Trash Receptacles (not included supplied by COF)	-	EA		\$	-
Decorative Street Signs Installed	1	LS	\$ 17,412.27	\$	17,412.27
Decorative Limestone Markers Installed	1	LS	\$ 9,013.13	\$	9,013.13
Street Lights and conduit	3	EA	\$ 10,143.00	\$	30,429.00
Engineering, surveying and design costs	-	LS		\$	-
Construction Management	0.10	%	\$ 191,014.06	\$	19,101.41
				\$	-
Total Pavers & Street Scape Items				\$	210,115.47

RESOLUTION 2016-80

A RESOLUTION GRANTING ADDITIONAL FUNDING/SUPPORT TO THE HARPETH SQUARE PROJECT AND AUTHORIZING THE CITY ADMINISTRATOR TO MODIFY THE AGREEMENT FOR REIMBURSEMENT OF COST FOR SANITARY SEWER AND WATER DISTRIBUTION IMPROVEMENTS BETWEEN THE CITY OF FRANKLIN AND HARPETH ASSOCIATES LLC. (COF CONTRACT NO. 2014-0345) AS NECESSARY TO EFFECTUATE SUCH CHANGES

WHEREAS, Harpeth Associates LLC., ("Developer") has previously submitted to the Franklin Municipal Planning Commission the Harpeth Square PUD Subdivision, Development Plan Project No. 4713, for approval (the "Development Project"); and

WHEREAS, the Developer has been required, as a condition of approval, to construct certain off-site sanitary sewer improvements ("Sewer Improvements") and water distribution improvements ("Water Improvements") that will become a part of the Franklin sanitary sewer and water distribution systems and will be available for the use and benefit, not only of businesses and residents within the Development, but also for other present and future customers of the Franklin sanitary sewer and water distribution systems that are located outside the Development; and

WHEREAS, the Developer is therefore entitled, pursuant to Sections 18-108 and 18-208 of the Franklin Municipal Code, to be reimbursed for a portion of the costs of construction of the said Improvements as described herein; and

WHEREAS, the Developer has incurred or, based upon reasonable estimates of the City Engineer, will incur, costs of THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$315,908.00) in the construction of the Water Improvements, including labor, equipment, supplies, materials, engineering design, supervision, inspection, legal and acquisition costs for easements and right-of-way, including without limitation the costs, including attorney fees, of eminent domain proceedings associated therewith. Of these costs, the City Engineer has determined that the additional cost of upsizing the Water Improvements, as requested by the City, is THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$315,908.00); and

WHEREAS, the Developer is in the process of finalizing the design and is requesting additional City funding / participation in the project.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for Request(s) _____ as shown on Exhibit A.

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Administrator is hereby authorized to update, finalize and execute Amendment No. 1 (COF Contract 2014-0345) to the Agreement for Reimbursement of Cost for Sanitary Sewer and Water Distribution Improvements consistent with Request(s) _____.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

By: _____
ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Kristen L. Corn, Assistant City Attorney

Resolution 2016-80
Exhibit A
PG 1 of 1

Request 1: The Developer shall no longer be required to complete the offsite sanitary sewer improvements required as part of the Development Project.

Request 2: The City shall contribute an additional \$112,158.00 to the offsite public water distribution improvements required as part of the Development Project.

ORDINANCE NO. 2016-41

TO BE ENTITLED: "A ORDINANCE TO AMEND THE BUDGET OF THE CITY OF FRANKLIN FOR FISCAL YEAR 2016-2017"

WHEREAS, the Board of Mayor and Aldermen established the annual budget for the City of Franklin for the Fiscal Year 2016-2017, by Ordinance 2016-12, effective July 1, 2016; and

WHEREAS, the City Charter, Article VIII, provides for adoption of an annual budget for departments of the City of Franklin; and

WHEREAS, an annual budget process appropriating funds to the various departments and divisions of the City government for the fiscal year beginning July 1, 2016 has been completed in accordance with state law and local ordinances; and

WHEREAS, the rate of growth within the community continues to far outpace anticipated demand and budgeted staffing levels; and

WHEREAS, new regulations require that the City of Franklin participate in the Tennessee OneCall program requiring adequate staffing for all inquiries that may arise; and

WHEREAS, the Board of Mayor and Aldermen desires to support the reorganization of the Building & Neighborhood Services Department to provide adequate staffing to ensure proper and timely inspections to ensure the safety of all structures within the City and enable continued economic development; and

WHEREAS, the Board of Mayor and Aldermen also desires to support the reorganization of the Information Technology Department to comply with the regulations of the Tennessee OneCall System; and

WHEREAS, the Board of Mayor and Aldermen find it is in the best interests of the citizens of the City of Franklin to modify the annual budget from time to time.

NOW, THEREFORE BE IT ORDAINED, by the Board of Mayor and Aldermen of the City of Franklin, Tennessee:

SECTION I: That the annual budget for the City of Franklin for the Fiscal Year 2016-2017 shall be amended and does allocate and appropriate additional funding as follows:

<u>GENERAL FUND</u>		[Amendment 1]	
<u>REVENUE</u>			
Property Tax Revenues	Increase	\$	75,000
Building Permit Revenues	Increase	\$	76,107
Transfer from Water & Wastewater	Increase	\$	14,668
<u>EXPENDITURES</u>			
Building & Neighborhood Services	Increase	\$	136,437
Information Technology	Increase	\$	29,338

Net Increase (Decrease) to Total General Fund Balance		\$	-

**SANITATION & ENVIRONMENTAL
SERVICES FUND
REVENUE**

[Amendment 2]

EXPENDITURES

SES Collection	Increase	\$ 164,900

Net Increase (Decrease) to Sanitation & Environmental Services Fund Balance		(\$ 164,900)

**CAPITAL PROJECTS FUND
REVENUE**

[Amendment 3]

EXPENDITURES

Contribution to Williamson County Performing Arts & Enrichment Center	Increase	\$ 500,000

Net Increase (Decrease) to Capital Projects Fund Balance		(\$ 500,000)

**DRUG FUND
REVENUE**

[Amendment 4]

EXPENDITURES

Vehicles	Increase	\$ 70,000

Net Increase (Decrease) to Drug Fund Balance		(\$ 70,000)

**WATER & WASTEWATER FUND
REVENUE**

[Amendment 5]

EXPENDITURES

Transfers to General Fund	Increase	\$ 14,668

Net Increase (Decrease) to Water & Wastewater Fund Balance		(\$ 14,668)

SECTION II: That each department of the City shall limit its expenditures to the amount appropriated; that any changes or amendments to the appropriations set forth in the budget shall be made in accordance with the City Code, Article VIII.

SECTION III: The City of Franklin hereby adopts the amended Organization and Personnel Charts for the Building and Neighborhood Services Department, to be incorporated within the FY 2016-17 Budget, as shown in Exhibit A, attached, with two (2) additional Building Inspector III positions to be added and funds for these new positions to be provided via Amendments 1 and 5 of this Ordinance.

SECTION IV: The City of Franklin hereby adopts the amended Organization and Personnel Charts for the Information Technology Department, to be incorporated within the FY 2016-17 Budget, as shown in Exhibit B, attached, with one (1) additional GPS/GIS Technician position to be added and funds for the new position to be provided via Amendments 1 and 5 of this Ordinance.

SECTION V: That this Ordinance shall take effect on after the passage of the Third and Final Reading; the health, safety and welfare of the citizens of the City of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

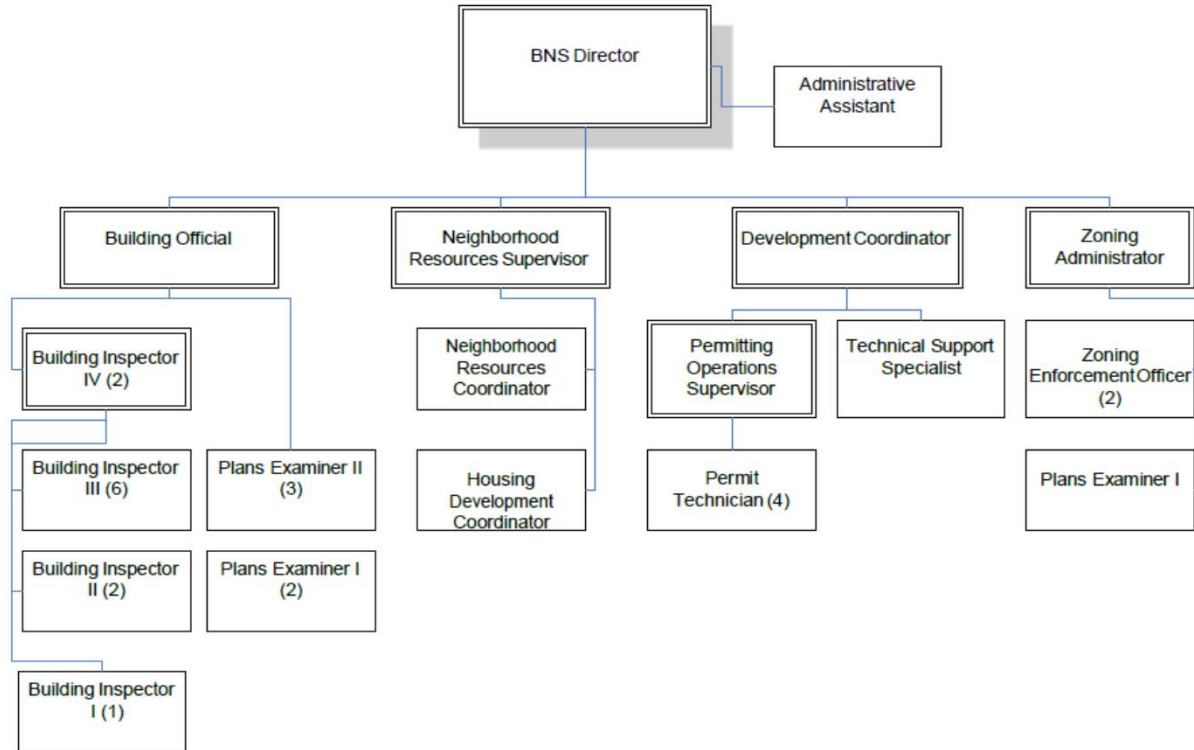
By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING: _____
PUBLIC HEARING: _____
PASSED SECOND READING: _____
PASSED THIRD READING: _____



Organizational Chart (Existing)



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



City of Franklin, Tennessee

FY 2017 Operating Budget

Exhibit A

Ord 2016-41

Staffing by Position (Existing)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Building & Neigh. Svcs. Director	Grade K	1	0	1	0	1	0	1	0	1	0
Building Official	Grade I	1	0	1	0	1	0	1	0	1	0
Zoning & Development Coor.	Grade H	1	0	1	0	1	0	1	0	1	0
Plans Examiner III	Grade H	0	0	1	0	1	0	0	0	0	0
Building Inspector IV	Grade G	0	0	2	0	2	0	2	0	2	0
Plans Examiner II	Grade G	0	0	2	0	2	0	3	0	3	0
Zoning Administrator	Grade G	1	0	1	0	1	0	1	0	1	0
Neighborhood Resources Super.	Grade F	1	0	1	0	1	0	1	0	1	0
Housing Development Coor.	Grade F	1	0	1	0	1	0	1	0	1	0
Plans Examiner I	Grade F	0	0	2	0	2	0	3	0	3	0
Permitting Operations Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0
Building Inspector III	Grade F	0	0	3	0	3	0	6	0	6	0
Building Inspector II	Grade E	0	0	4	0	5	0	2	0	2	0
Technical Support Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
Zoning Enforcement Officer	Grade E	0	0	2	0	2	0	2	0	2	0
Signs/Design Standards Admin.	Grade E	1	0	0	0	0	0	0	0	0	0
Neighborhood Resources Coor.	Grade E	2	0	1	0	1	0	1	0	1	0
Building Inspector I	Grade D	0	0	1	0	1	0	1	0	1	0
Permit Technician	Grade D	4	0	3	0	3	0	4	0	4	0
Planning Associate	Grade D	0	0	1	0	1	0	0	0	0	0
Administrative Assistant	Grade D	0	0	1	0	1	0	1	0	1	0
Sr. Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Sr. Building Inspector/Elect.	---	1	0	0	0	0	0	0	0	0	0
Build. Insp. - Plumb/Mech. Ex.Sr.	---	1	0	0	0	0	0	0	0	0	0
Fire Code Plans Examiner	---	1	0	0	0	0	0	0	0	0	0
Build. Inspect. - Electrical	---	0	2	0	0	0	0	0	0	0	0
Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 1	---	3	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 2	---	4	0	0	0	0	0	0	0	0	0
Total		26	2	31	0	32	0	33	0	33	0



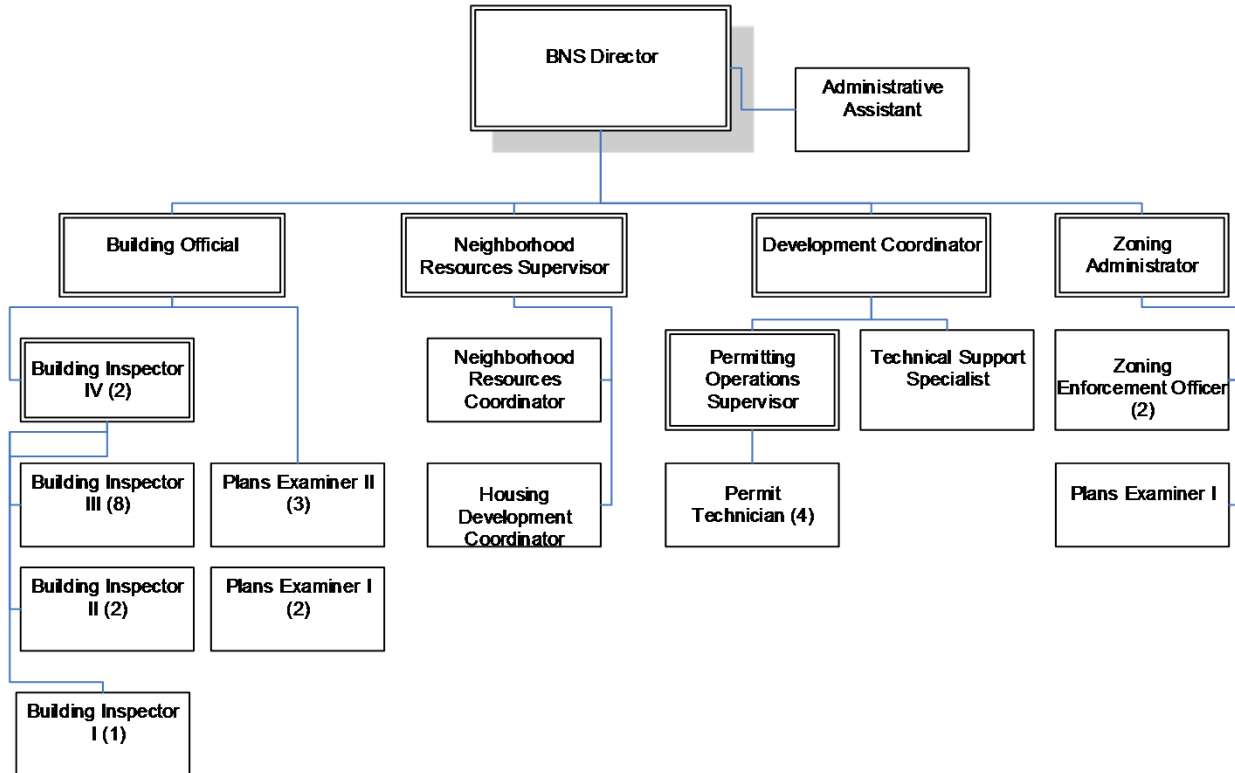
City of Franklin, Tennessee

FY 2017 Operating Budget

Exhibit A

Ord 2016-41

Organizational Chart (Proposed)



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



City of Franklin, Tennessee

FY 2017 Operating Budget

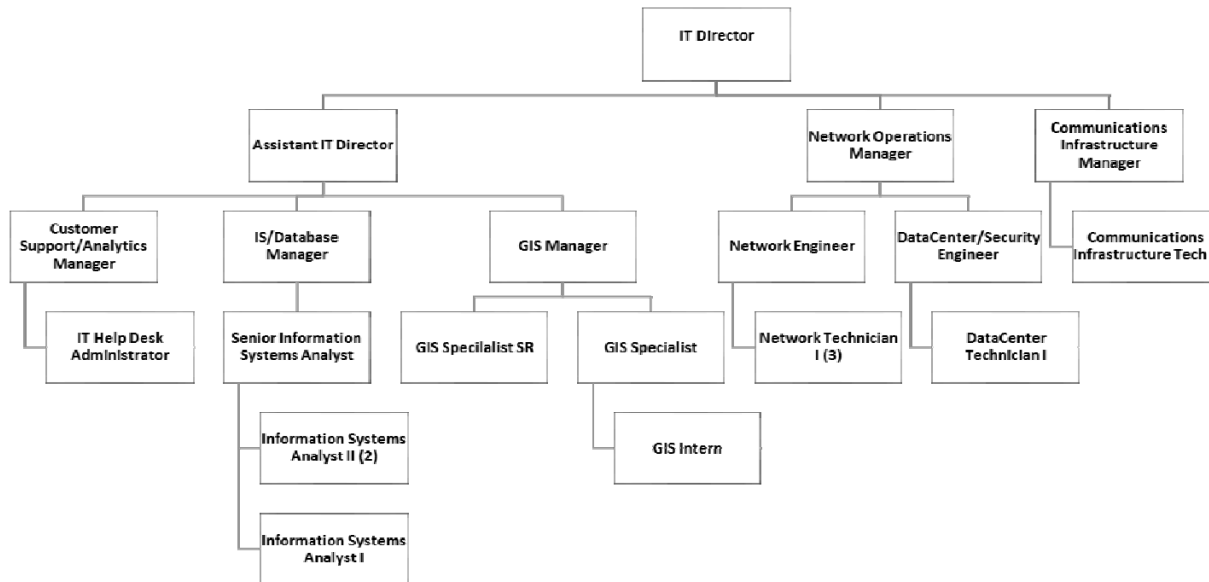
Exhibit A

Ord 2016-41

Staffing by Position (Proposed)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Building & Neigh. Svcs. Director	Grade K	1	0	1	0	1	0	1	0	1	0
Building Official	Grade I	1	0	1	0	1	0	1	0	1	0
Zoning & Development Coor.	Grade H	1	0	1	0	1	0	1	0	1	0
Plans Examiner III	Grade H	0	0	1	0	1	0	0	0	0	0
Building Inspector IV	Grade G	0	0	2	0	2	0	2	0	2	0
Plans Examiner II	Grade G	0	0	2	0	2	0	3	0	3	0
Zoning Administrator	Grade G	1	0	1	0	1	0	1	0	1	0
Neighborhood Resources Super.	Grade F	1	0	1	0	1	0	1	0	1	0
Housing Development Coor.	Grade F	1	0	1	0	1	0	1	0	1	0
Plans Examiner I	Grade F	0	0	2	0	2	0	3	0	3	0
Permitting Operations Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0
Building Inspector III	Grade F	0	0	3	0	3	0	6	0	8	0
Building Inspector II	Grade E	0	0	4	0	5	0	2	0	2	0
Technical Support Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
Zoning Enforcement Officer	Grade E	0	0	2	0	2	0	2	0	2	0
Signs/Design Standards Admin.	Grade E	1	0	0	0	0	0	0	0	0	0
Neighborhood Resources Coor.	Grade E	2	0	1	0	1	0	1	0	1	0
Building Inspector I	Grade D	0	0	1	0	1	0	1	0	1	0
Permit Technician	Grade D	4	0	3	0	3	0	4	0	4	0
Planning Associate	Grade D	0	0	1	0	1	0	0	0	0	0
Administrative Assistant	Grade D	0	0	1	0	1	0	1	0	1	0
Sr. Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Sr. Building Inspector/Elect.	---	1	0	0	0	0	0	0	0	0	0
Build. Insp. - Plumb/Mech. Ex.Sr.	---	1	0	0	0	0	0	0	0	0	0
Fire Code Plans Examiner	---	1	0	0	0	0	0	0	0	0	0
Build. Inspect. - Electrical	---	0	2	0	0	0	0	0	0	0	0
Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 1	---	3	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 2	---	4	0	0	0	0	0	0	0	0	0
Total		26	2	31	0	32	0	33	0	35	0

Organizational Chart (Existing)



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



City of Franklin, Tennessee
FY 2017 Operating Budget

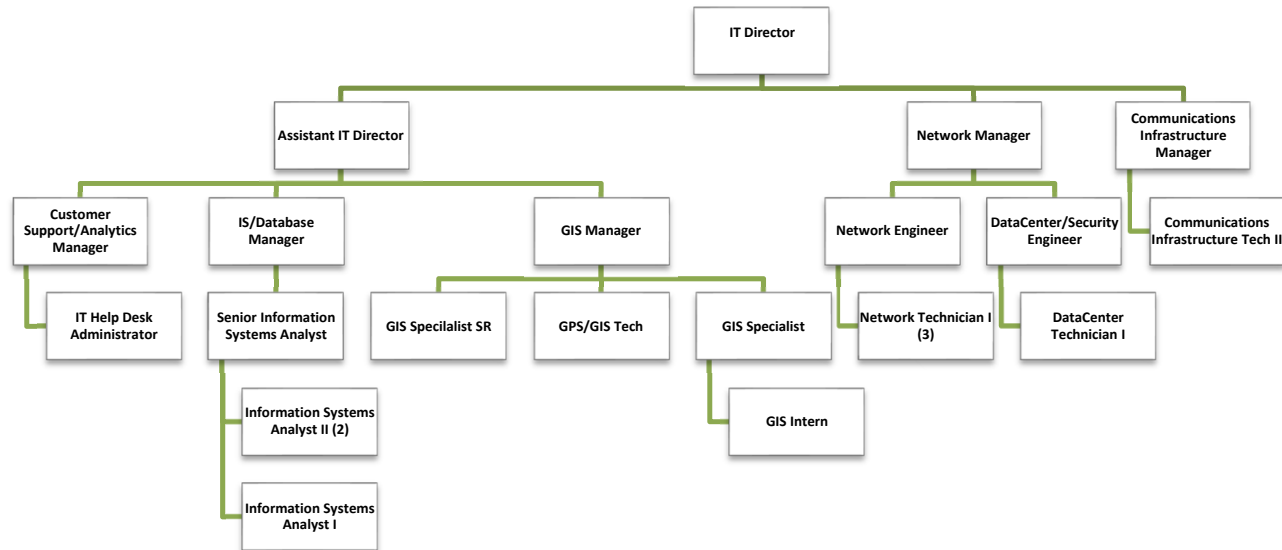
Exhibit B

Ord 2016-41

Staffing by Position (Existing)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Info Technology Director	Grade L	1	0	1	0	1	0	1	0	1	0
Assistant IT Director	Grade K	0	0	0	0	1	0	1	0	1	0
Information Systems/Database Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Manager	Grade J	0	0	1	0	0	0	1	0	1	0
Customer Support/Analytics Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Network Operations Manager	Grade J	0	0	1	0	1	0	1	0	1	0
GIS Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Senior Information Systems Analyst	Grade H	0	0	1	0	1	0	1	0	1	0
Information Systems Analyst II	Grade H	0	0	1	0	1	0	2	0	2	0
DataCenter/Security Engineer	Grade H	0	0	0	0	1	0	1	0	1	0
GIS Specialist Sr	Grade G	2	0	1	0	1	0	1	0	1	0
Information Imaging Specialist /Trainer	Grade G	0	0	1	0	1	0	1	0	0	0
Network Engineer	Grade G	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Tech II	Grade G	0	0	0	0	1	0	1	0	1	0
DataCenter Tech I	Grade F	2	0	2	0	2	0	2	0	1	0
Network Technician I	Grade F	2	0	1	0	1	1	1	1	2	1
Information Systems Analyst I	Grade F	0	0	1	0	1	0	0	0	1	0
ITS Specialist	Grade E	0	0	1	0	1	0	0	0	0	0
GIS Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
IT Help Desk Administrator	Grade E	0	0	1	0	1	0	1	0	1	0
Intern	Intern	0	2	0	2	0	1	0	1	0	1
Applications Development Manager	---	0	0	0	0	0	0	0	0	0	0
Communications Services Manager	---	1	0	0	0	0	0	0	0	0	0
Database Admin./Webmaster	---	1	0	0	0	0	0	0	0	0	0
Database Manager	---	1	0	0	0	0	0	0	0	0	0
GIS Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Financial Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Business Services Applications Man.	---	1	0	0	0	0	0	0	0	0	0
Network Manager	---	1	0	0	0	0	0	0	0	0	0
Public Safety Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Administrative Assistant	---	1	0	0	0	0	0	0	0	0	0
Asset Analyst I	---	1	0	0	0	0	0	0	0	0	0
Totals		17	2	18	2	20	2	20	2	20	2

Organizational Chart (Proposed)



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



Staffing by Position (Proposed)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Info Technology Director	Grade L	1	0	1	0	1	0	1	0	1	0
Assistant IT Director	Grade K	0	0	0	0	1	0	1	0	1	0
Information Systems/Database Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Manager	Grade J	0	0	1	0	0	0	1	0	1	0
Customer Support/Analytics Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Network Operations Manager	Grade J	0	0	1	0	1	0	1	0	1	0
GIS Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Senior Information Systems Analyst	Grade H	0	0	1	0	1	0	1	0	1	0
Information Systems Analyst II	Grade H	0	0	1	0	1	0	2	0	2	0
DataCenter/Security Engineer	Grade H	0	0	0	0	1	0	1	0	1	0
GIS Specialist Sr	Grade G	2	0	1	0	1	0	1	0	1	0
Information Imaging Specialist /Trainer	Grade G	0	0	1	0	1	0	1	0	0	0
Network Engineer	Grade G	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Tech II	Grade G	0	0	0	0	1	0	1	0	1	0
DataCenter Tech I	Grade F	2	0	2	0	2	0	2	0	1	0
Network Technician I	Grade F	2	0	1	0	1	1	1	1	2	1
Information Systems Analyst I	Grade F	0	0	1	0	1	0	0	0	1	0
ITS Specialist	Grade E	0	0	1	0	1	0	0	0	0	0
GPS/GIS Technician	Grade E	0	0	0	0	0	0	0	0	1	0
GIS Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
IT Help Desk Administrator	Grade E	0	0	1	0	1	0	1	0	1	0
Intern	Intern	0	2	0	2	0	1	0	1	0	1
Applications Development Manager	---	0	0	0	0	0	0	0	0	0	0
Communications Services Manager	---	1	0	0	0	0	0	0	0	0	0
Database Admin./Webmaster	---	1	0	0	0	0	0	0	0	0	0
Database Manager	---	1	0	0	0	0	0	0	0	0	0
GIS Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Financial Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Business Services Applications Man.	---	1	0	0	0	0	0	0	0	0	0
Network Manager	---	1	0	0	0	0	0	0	0	0	0
Public Safety Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Administrative Assistant	---	1	0	0	0	0	0	0	0	0	0
Asset Analyst I	---	1	0	0	0	0	0	0	0	0	0
Totals		17	2	18	2	20	2	20	2	21	2

October 12, 2016

TO: Members of the Board of Mayor and Aldermen
Members of Budget and Finance Committee

FROM: Eric Stuckey, City Administrator
Russ Truell, ACA/CFO
Mike Lowe, Comptroller
Michael Walters Young, Budget & Analytics Manager

RE: Consideration of Ordinance 2016-41, 2nd Quarter 2017 Budget Amendments

Purpose

The purpose of this item is to amend the Fiscal Year 2017 Budget for compliance with State budgeting guidance regarding:

1. Ensuring authorizations in place to balance each fund's budget on a cash basis on June 30, 2016.

Background

The State Comptroller has provided guidance that budget amendments are to be on the cash basis and must occur prior to fiscal year end (June 30) to ensure no fund has a deficit fund balance or deficit cash balance at June 30.

In order to stay ahead of this responsibility, staff is proposing five budget amendments.

The amendments are as follows:

1. Increase within the General Fund of \$165,775 for the addition of three (3) personnel in three departments. The personnel additions include:
 - a. Two (2) positions in Building & Neighborhood Services at the cost of \$136,437 for one-half year. This includes one (1) Building Inspector III and one (1) Electrical Inspector (also a Building Inspector III). Continued record construction within the City of Franklin has caused strain on existing staff. To maintain appropriate service levels, we recommend the addition of both positions to the department. A detailed packet of information is attached with performance measurement data on inspections and permits for the last three years.
 - b. One (1) position in Information Technology at the cost of \$29,338 for one-half year. This position is for a GPS/GIS Technician, originally asked for as a Program Enhancement Request during the FY 2017 Budget Process. This position is necessary for the City's staffing of the Tennessee One-Call System, which we are legally required to provide effective January 1, 2017. A packet is attached describing the position and organizational chart changes.

The increase is proposed to be offset from increasing Property Tax Revenue and Building Permit Revenue estimates for FY 2017, as increased transfers from Water & Wastewater under Amendment 5.

2. Increase of \$164,900 in the Sanitation & Environmental Services Fund for the purpose of replacing a rear loader. The rear loader to be replaced – 134.REL - was a 2008 Ford Rear Loader which was originally requested for replacement in FY 2017 budget process. We had hoped it could make it throughout the year, but sufficient equipment failures have occurred and it must be replaced. The vehicle replacement is available through a cooperative purchase vendor and can be put in service quickly. The increase will come from fund balance. Revenues will be examined throughout the year to try to make up the difference. A quote is attached to this memorandum.
3. Increase of \$500,000 in the Capital Projects Fund for a one-time contribution to the Williamson County Arts Center. Funding will come from the balance of the Williamson County Facilities Tax, which is part of the Capital Projects Fund. The estimated total fund balance within the County Facilities Tax at the end of Fiscal Year 2016 was \$3,262,263, and through two months of FY 2017, collections are on pace with budget estimates. This contribution will still keep sufficient funds available for Phase I CIP projects (Hillsboro Road Phase II and Mallory/Royal Oaks/Liberty Pike Phase I).
4. Increase of \$70,000 in the Drug Fund for the purpose of purchasing of vehicles. The increase will come from fund balance, which at year end was substantially higher than anticipated.
5. Increase of \$14,668 in the Water & Sewer Fund for the purpose funding one-half the FY 2017 cost of the requested new GPS/GIS Technician budgeted in Amendment 1. The increase will come from fund balance. Revenues will be examined throughout the year.

This is the third budget amendment during this Fiscal Year to the budget. We envision several more during the course of the Fiscal Year.

Financial Impact

The amendments, as proposed, would result in:

1. General Fund: No Change.
2. Sanitation & Environmental Services Fund: Decrease of Fund Balance of \$164,900.
3. Drug Fund: Decrease of Fund Balance of \$70,000.
4. Capital Projects Fund: Decrease of Fund Balance (from Williamson County Facilities Tax funds) of \$500,000.
5. Water & Wastewater Fund: Decrease of Fund Balance of \$14,668.

Options

1. Approve amendment(s) as proposed and forward to BOMA.
2. Make changes to the amendment(s) where desired and forward to BOMA.

Recommendation

Staff recommends approval of the amendments.



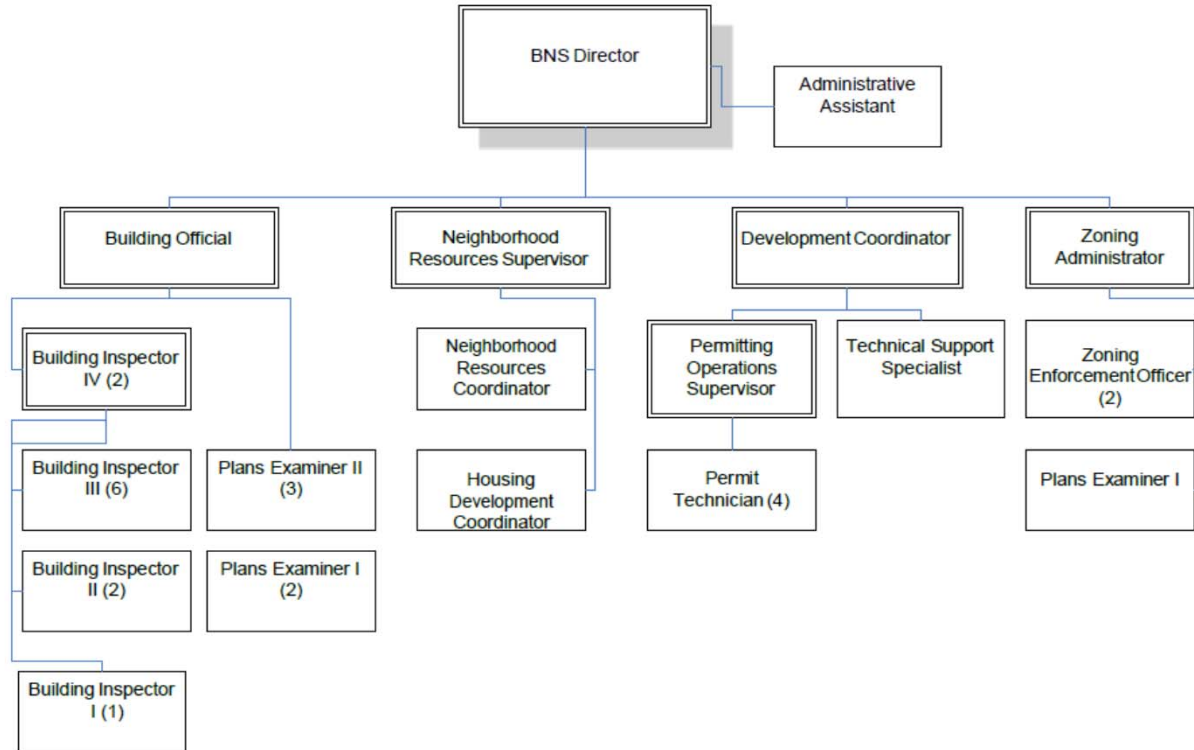
City of Franklin, Tennessee

FY 2017 Operating Budget

Exhibit A

Ord 2016-41

Organizational Chart (Existing)



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



City of Franklin, Tennessee

FY 2017 Operating Budget

Exhibit A

Ord 2016-41

Staffing by Position (Existing)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Building & Neigh. Svcs. Director	Grade K	1	0	1	0	1	0	1	0	1	0
Building Official	Grade I	1	0	1	0	1	0	1	0	1	0
Zoning & Development Coor.	Grade H	1	0	1	0	1	0	1	0	1	0
Plans Examiner III	Grade H	0	0	1	0	1	0	0	0	0	0
Building Inspector IV	Grade G	0	0	2	0	2	0	2	0	2	0
Plans Examiner II	Grade G	0	0	2	0	2	0	3	0	3	0
Zoning Administrator	Grade G	1	0	1	0	1	0	1	0	1	0
Neighborhood Resources Super.	Grade F	1	0	1	0	1	0	1	0	1	0
Housing Development Coor.	Grade F	1	0	1	0	1	0	1	0	1	0
Plans Examiner I	Grade F	0	0	2	0	2	0	3	0	3	0
Permitting Operations Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0
Building Inspector III	Grade F	0	0	3	0	3	0	6	0	6	0
Building Inspector II	Grade E	0	0	4	0	5	0	2	0	2	0
Technical Support Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
Zoning Enforcement Officer	Grade E	0	0	2	0	2	0	2	0	2	0
Signs/Design Standards Admin.	Grade E	1	0	0	0	0	0	0	0	0	0
Neighborhood Resources Coor.	Grade E	2	0	1	0	1	0	1	0	1	0
Building Inspector I	Grade D	0	0	1	0	1	0	1	0	1	0
Permit Technician	Grade D	4	0	3	0	3	0	4	0	4	0
Planning Associate	Grade D	0	0	1	0	1	0	0	0	0	0
Administrative Assistant	Grade D	0	0	1	0	1	0	1	0	1	0
Sr. Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Sr. Building Inspector/Elect.	---	1	0	0	0	0	0	0	0	0	0
Build. Insp. - Plumb/Mech. Ex.Sr.	---	1	0	0	0	0	0	0	0	0	0
Fire Code Plans Examiner	---	1	0	0	0	0	0	0	0	0	0
Build. Inspect. - Electrical	---	0	2	0	0	0	0	0	0	0	0
Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 1	---	3	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 2	---	4	0	0	0	0	0	0	0	0	0
Total		26	2	31	0	32	0	33	0	33	0



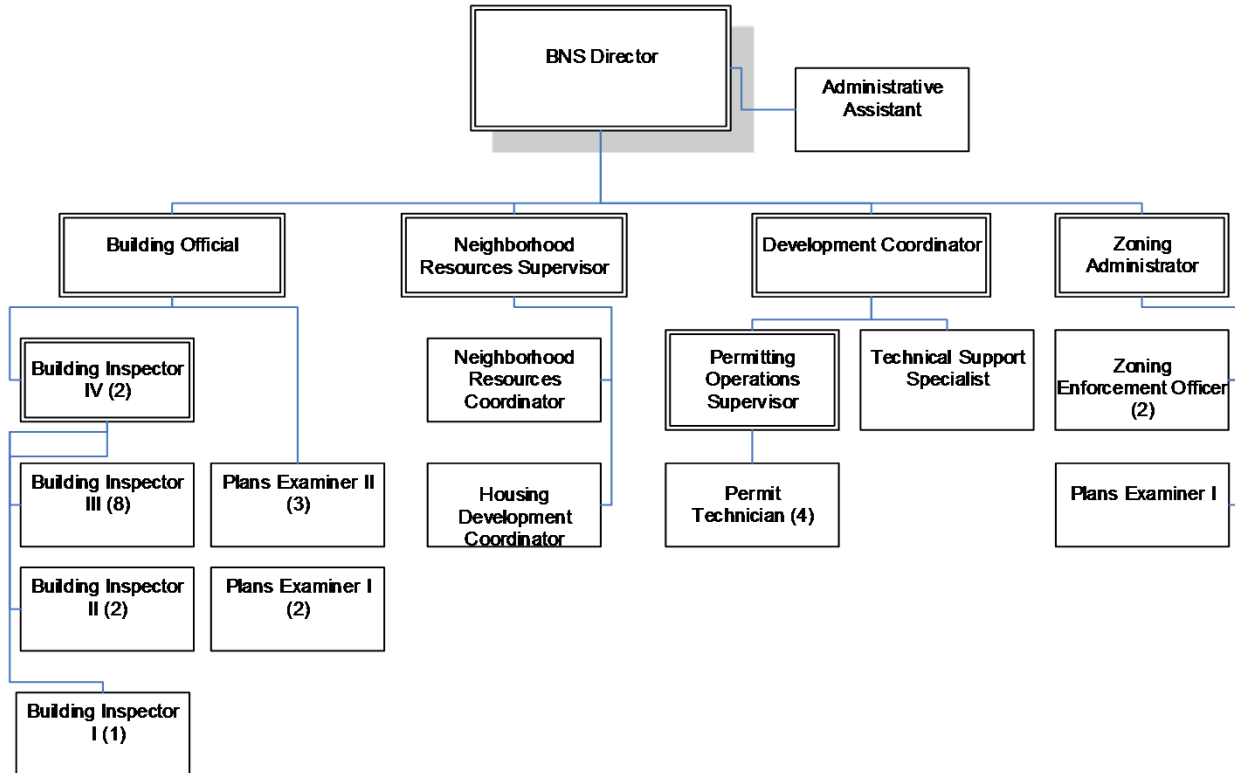
City of Franklin, Tennessee

FY 2017 Operating Budget

Exhibit A

Ord 2016-41

Organizational Chart (Proposed)



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



City of Franklin, Tennessee

FY 2017 Operating Budget

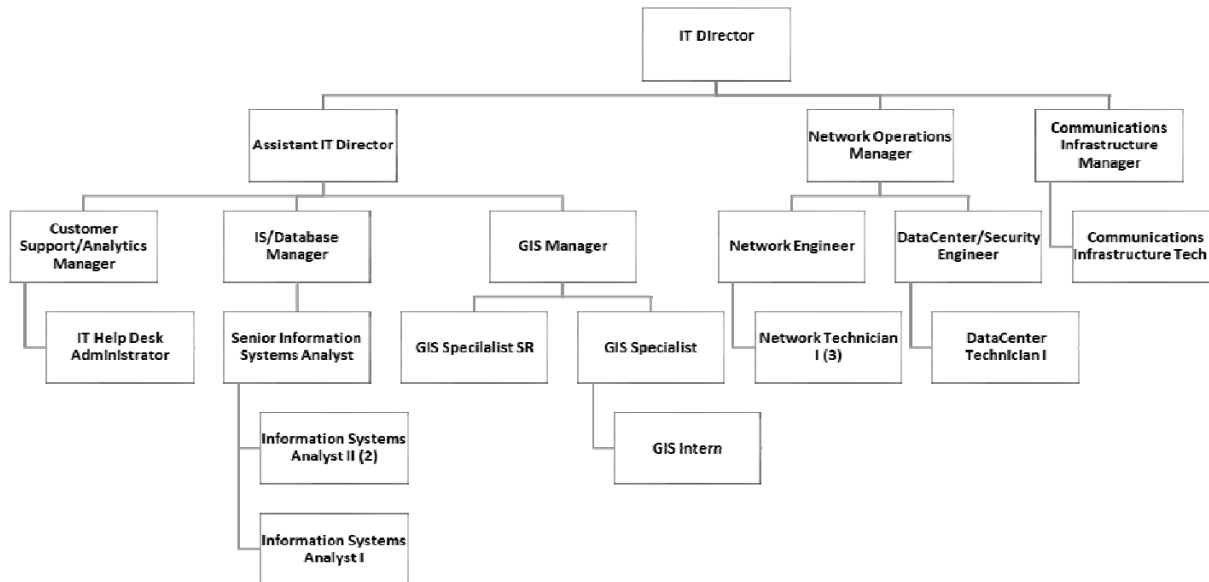
Exhibit A

Ord 2016-41

Staffing by Position (Proposed)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Building & Neigh. Svcs. Director	Grade K	1	0	1	0	1	0	1	0	1	0
Building Official	Grade I	1	0	1	0	1	0	1	0	1	0
Zoning & Development Coor.	Grade H	1	0	1	0	1	0	1	0	1	0
Plans Examiner III	Grade H	0	0	1	0	1	0	0	0	0	0
Building Inspector IV	Grade G	0	0	2	0	2	0	2	0	2	0
Plans Examiner II	Grade G	0	0	2	0	2	0	3	0	3	0
Zoning Administrator	Grade G	1	0	1	0	1	0	1	0	1	0
Neighborhood Resources Super.	Grade F	1	0	1	0	1	0	1	0	1	0
Housing Development Coor.	Grade F	1	0	1	0	1	0	1	0	1	0
Plans Examiner I	Grade F	0	0	2	0	2	0	3	0	3	0
Permitting Operations Supervisor	Grade F	1	0	1	0	1	0	1	0	1	0
Building Inspector III	Grade F	0	0	3	0	3	0	6	0	8	0
Building Inspector II	Grade E	0	0	4	0	5	0	2	0	2	0
Technical Support Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
Zoning Enforcement Officer	Grade E	0	0	2	0	2	0	2	0	2	0
Signs/Design Standards Admin.	Grade E	1	0	0	0	0	0	0	0	0	0
Neighborhood Resources Coor.	Grade E	2	0	1	0	1	0	1	0	1	0
Building Inspector I	Grade D	0	0	1	0	1	0	1	0	1	0
Permit Technician	Grade D	4	0	3	0	3	0	4	0	4	0
Planning Associate	Grade D	0	0	1	0	1	0	0	0	0	0
Administrative Assistant	Grade D	0	0	1	0	1	0	1	0	1	0
Sr. Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Sr. Building Inspector/Elect.	---	1	0	0	0	0	0	0	0	0	0
Build. Insp. - Plumb/Mech. Ex.Sr.	---	1	0	0	0	0	0	0	0	0	0
Fire Code Plans Examiner	---	1	0	0	0	0	0	0	0	0	0
Build. Inspect. - Electrical	---	0	2	0	0	0	0	0	0	0	0
Building Inspector	---	1	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 1	---	3	0	0	0	0	0	0	0	0	0
Combo Inspector - Grade 2	---	4	0	0	0	0	0	0	0	0	0
Total		26	2	31	0	32	0	33	0	35	0

Organizational Chart (Existing)



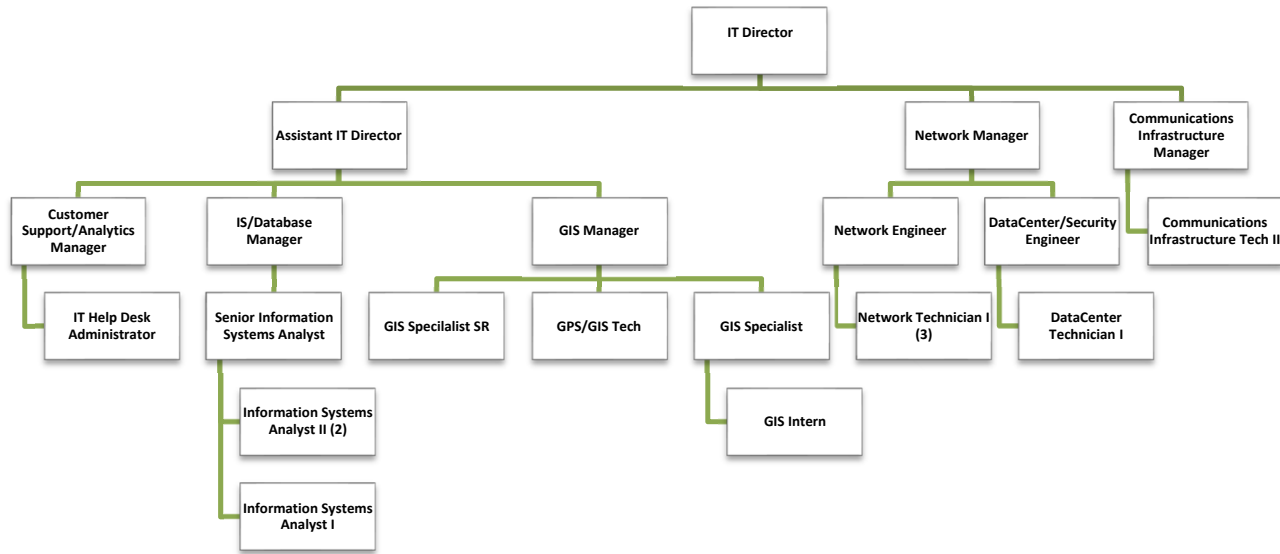
Note: For detailed counts and authorized positions, please see following page entitled "Staffing by Position"



Staffing by Position (Existing)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Info Technology Director	Grade L	1	0	1	0	1	0	1	0	1	0
Assistant IT Director	Grade K	0	0	0	0	1	0	1	0	1	0
Information Systems/Database Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Manager	Grade J	0	0	1	0	0	0	1	0	1	0
Customer Support/Analytics Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Network Operations Manager	Grade J	0	0	1	0	1	0	1	0	1	0
GIS Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Senior Information Systems Analyst	Grade H	0	0	1	0	1	0	1	0	1	0
Information Systems Analyst II	Grade H	0	0	1	0	1	0	2	0	2	0
DataCenter/Security Engineer	Grade H	0	0	0	0	1	0	1	0	1	0
GIS Specialist Sr	Grade G	2	0	1	0	1	0	1	0	1	0
Information Imaging Specialist /Trainer	Grade G	0	0	1	0	1	0	1	0	0	0
Network Engineer	Grade G	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Tech II	Grade G	0	0	0	0	1	0	1	0	1	0
DataCenter Tech I	Grade F	2	0	2	0	2	0	2	0	1	0
Network Technician I	Grade F	2	0	1	0	1	1	1	1	2	1
Information Systems Analyst I	Grade F	0	0	1	0	1	0	0	0	1	0
ITS Specialist	Grade E	0	0	1	0	1	0	0	0	0	0
GIS Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
IT Help Desk Administrator	Grade E	0	0	1	0	1	0	1	0	1	0
Intern	Intern	0	2	0	2	0	1	0	1	0	1
Applications Development Manager	---	0	0	0	0	0	0	0	0	0	0
Communications Services Manager	---	1	0	0	0	0	0	0	0	0	0
Database Admin./Webmaster	---	1	0	0	0	0	0	0	0	0	0
Database Manager	---	1	0	0	0	0	0	0	0	0	0
GIS Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Financial Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Business Services Applications Man.	---	1	0	0	0	0	0	0	0	0	0
Network Manager	---	1	0	0	0	0	0	0	0	0	0
Public Safety Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Administrative Assistant	---	1	0	0	0	0	0	0	0	0	0
Asset Analyst I	---	1	0	0	0	0	0	0	0	0	0
Totals		17	2	18	2	20	2	20	2	20	2

Organizational Chart (Proposed)



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



Staffing by Position (Proposed)

Position	Pay Grade	FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Info Technology Director	Grade L	1	0	1	0	1	0	1	0	1	0
Assistant IT Director	Grade K	0	0	0	0	1	0	1	0	1	0
Information Systems/Database Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Manager	Grade J	0	0	1	0	0	0	1	0	1	0
Customer Support/Analytics Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Network Operations Manager	Grade J	0	0	1	0	1	0	1	0	1	0
GIS Manager	Grade J	0	0	1	0	1	0	1	0	1	0
Senior Information Systems Analyst	Grade H	0	0	1	0	1	0	1	0	1	0
Information Systems Analyst II	Grade H	0	0	1	0	1	0	2	0	2	0
DataCenter/Security Engineer	Grade H	0	0	0	0	1	0	1	0	1	0
GIS Specialist Sr	Grade G	2	0	1	0	1	0	1	0	1	0
Information Imaging Specialist /Trainer	Grade G	0	0	1	0	1	0	1	0	0	0
Network Engineer	Grade G	0	0	1	0	1	0	1	0	1	0
Communications Infrastructure Tech II	Grade G	0	0	0	0	1	0	1	0	1	0
DataCenter Tech I	Grade F	2	0	2	0	2	0	2	0	1	0
Network Technician I	Grade F	2	0	1	0	1	1	1	1	2	1
Information Systems Analyst I	Grade F	0	0	1	0	1	0	0	0	1	0
ITS Specialist	Grade E	0	0	1	0	1	0	0	0	0	0
GPS/GIS Technician	Grade E	0	0	0	0	0	0	0	0	1	0
GIS Specialist	Grade E	0	0	1	0	1	0	1	0	1	0
IT Help Desk Administrator	Grade E	0	0	1	0	1	0	1	0	1	0
Intern	Intern	0	2	0	2	0	1	0	1	0	1
Applications Development Manager	---	0	0	0	0	0	0	0	0	0	0
Communications Services Manager	---	1	0	0	0	0	0	0	0	0	0
Database Admin./Webmaster	---	1	0	0	0	0	0	0	0	0	0
Database Manager	---	1	0	0	0	0	0	0	0	0	0
GIS Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Financial Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Business Services Applications Man.	---	1	0	0	0	0	0	0	0	0	0
Network Manager	---	1	0	0	0	0	0	0	0	0	0
Public Safety Applications Manager	---	1	0	0	0	0	0	0	0	0	0
Administrative Assistant	---	1	0	0	0	0	0	0	0	0	0
Asset Analyst I	---	1	0	0	0	0	0	0	0	0	0
Totals		17	2	18	2	20	2	20	2	21	2



City of Franklin, Tennessee

FY 2017 Operating Budget

Impact of Ordinance 2016-41 on Budgets

The following demonstrates the impact of Ordinance 2016-41 on five separate funds: the General Fund, the Sanitation & Environmental Services Fund, the Drug Fund, the Capital Projects Fund and the Water & Wastewater Funds. It is important to note:

- a) The General Fund has no impact on the bottom line by these transfers.
- b) The Sanitation & Environmental Services Fund balance will be reduced by \$164,900.
- c) The Drug Fund balance will be reduced by \$70,000.
- d) The Capital Projects Fund balance will be reduced by \$500,000.
- e) The Water & Wastewater Funds balance will be reduced by \$14,668.

Fund 110 - General Fund

	<u>A</u>	<u>B</u>	<u>C(B-A)</u>	<u>D (B/A)</u>
	2017 Budget	2017 Amended	Difference \$	%
Beginning Balance*	\$ 39,249,586	\$ 39,249,586	\$ -	0.00%
Revenues	\$ 64,147,849	\$ 64,313,624	\$ 165,775	0.26%
Expenses				
Personnel	\$ 45,110,622	\$ 45,110,622	\$ -	0.00%
Operations	\$ 16,462,227	\$ 16,628,002	\$ 165,775	1.01%
Capital	\$ 2,575,000	\$ 2,575,000	\$ -	0.00%
Expenses	\$ 64,147,849	\$ 64,313,624	\$ 165,775	0.26%
Ending Balance	\$ 39,249,586	\$ 39,249,586	\$ -	0.00%

Fund 124 - Sanitation & Environmental Services Fund

	<u>A</u>	<u>B</u>	<u>C(B-A)</u>	<u>D (B/A)</u>
	2017 Budget	2017 Amended	Difference \$	%
Beginning Balance*	\$ 767,350	\$ 751,496	\$ (15,854)	-2.07%
Revenues	\$ 9,372,227	\$ 9,372,227	\$ -	0.00%
Expenses				
Personnel	\$ 3,004,482	\$ 3,004,482	\$ -	0.00%
Operations	\$ 6,383,599	\$ 6,548,499	\$ 164,900	2.58%
Capital	\$ -	\$ -	\$ -	0.00%
Expenses	\$ 9,388,081	\$ 9,552,981	\$ 164,900	1.76%
Ending Balance	\$ 751,496	\$ 570,742	\$ (180,754)	-24.05%



City of Franklin, Tennessee

FY 2017 Operating Budget

Impact of Ordinance 2016-41 on Budgets

Fund 140 - Drug Fund

	<u>A</u>	<u>B</u>	<u>C(B-A)</u>	<u>D (B/A)</u>
	2017 Budget	2017 Amended	Difference \$	%
Beginning Balance*	\$ 515,642	\$ 515,642	\$ -	0.00%
Revenues	\$ 124,010	\$ 124,010	\$ -	0.00%
Expenses				
Personnel	\$ -	\$ -	\$ -	0.00%
Operations	\$ 72,500	\$ 142,500	\$ 70,000	96.55%
Capital	\$ -	\$ -	\$ -	0.00%
Expenses	\$ 72,500	\$ 142,500	\$ 70,000	96.55%
Ending Balance	\$ 567,152	\$ 497,152	\$ (70,000)	-12.34%

Fund 310 - Capital Projects Fund

***Please Note: The Capital Projects Fund is not budgeted.*

	<u>A</u>	<u>B</u>	<u>C(B-A)</u>	<u>D (B/A)</u>
	2017 Beginning**	2017 Amended	Difference \$	%
Beginning Balance*	\$ (7,887,886)	\$ (7,887,886)	\$ -	0.00%
Revenues	\$ -	\$ -	\$ -	0.00%
Expenses				
Personnel	\$ -	\$ -	\$ -	0.00%
Operations	\$ -	\$ 500,000	\$ 500,000	100.00%
Capital	\$ -	\$ -	\$ -	0.00%
Expenses	\$ -	\$ 500,000	\$ 500,000	0.00%
Ending Balance	\$ (7,887,886)	\$ (8,387,886)	\$ (500,000)	6.34%

Funds 421 & 431 - Water & Wastewater Fund

	<u>A</u>	<u>B</u>	<u>C(B-A)</u>	<u>D (B/A)</u>
	2017 Budget	2017 Amended	Difference \$	%
Beginning Balance*	\$ 33,549,525	\$ 33,549,525	\$ -	0.00%
Revenues	\$ 26,150,977	\$ 26,150,977	\$ -	0.00%
Expenses				
Personnel	\$ 6,173,894	\$ 6,173,894	\$ -	0.00%
Operations	\$ 13,131,062	\$ 13,145,730	\$ 14,668	100.00%
Capital	\$ 5,401,035	\$ 5,401,035	\$ -	100.00%
Expenses	\$ 24,705,991	\$ 24,720,659	\$ 14,668	0.06%
Ending Balance	\$ 34,994,511	\$ 34,979,843	\$ (14,668)	-0.04%

*All beginning balances estimated as of June 30, 2016

FY2017 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **1** of **1**

Department: **41900 BUILDING & NEIGHBORHOOD SERVICES**
 Division: **Inspection Section**
 Title: **Inspector III (2 positions)**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY17 Only)	Ongoing Annual Cost (FY17 & Future)	TOTAL FY17 Request
Compensation			
81110 REGULAR PAY		\$48,182	\$96,364
		\$0	\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$14,455	\$28,909
Expenses			
83510 FURNITURE, FIXTURES (<\$25,000)	\$5,000		\$5,000
89520 VEHICLES (>\$25,000)	\$63,300		\$63,300
83540 COMPUTER HARDWARE (<\$25,000)	\$3,200		\$3,200
82390 PUBLICATIONS, NON-TRAINING	\$1,500		\$1,500
82455 CELLULAR TELEPHONE SERVICE	\$800		\$800
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$73,800	\$62,637	\$199,073

PURPOSE / DESCRIPTION OF REQUEST

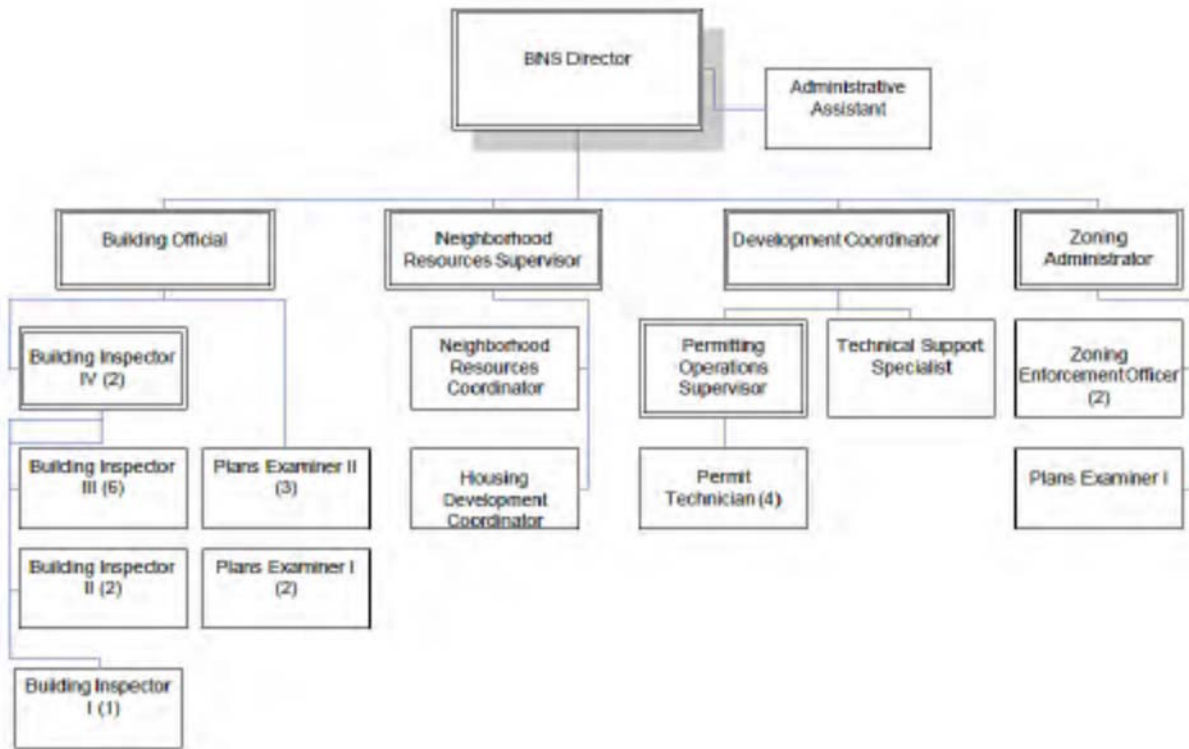
The cost for one-half year would be \$62,637 in Personnel & Benefits and \$73,800 in Expenses for a total of \$136,437. This cost is proposed to be funded one-half between additional Property Tax Revenues and Building Permit Revenues.

Two Inspector III positions are requested. Inspector III's will have the proficiency, experience, and State certifications to allow for maximum flexibility and efficiency in delivering inspection services immediately. The BNS Inspector III position corresponds directly to the entry level Inspector positions in other departments. Inspectors in BNS have acted as Inspector III's for decades, but the recent requirements for State Certification have led to a tiered set of job descriptions.

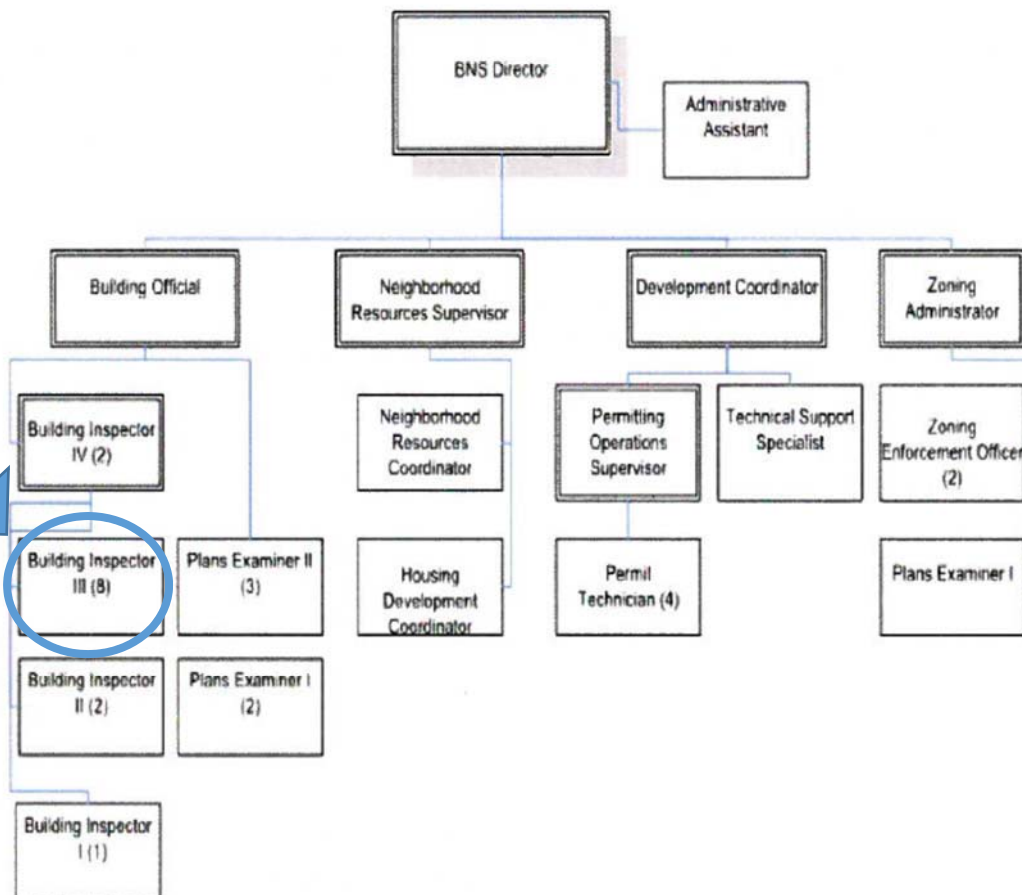
SERVICE IMPLICATION

Failure to approve this request will result in an increase in not meeting level of service commitment. All of the planning and strategies for minimizing number of personnel needed to meet a variable work load depend on having a flexible and multiple certified work force.

Existing Organizational Chart



Proposed Organizational Chart



# of Inspections	Technical Compliance	Helpfulness	Completion
1-5	Excellent, Time to investigate and research issues and View all areas of concern, write thorough, explanatory corrections; review plans thoroughly and research permits and prior inspections; talk to colleagues about plan review conditions	Excellent, inspectors can meet with builders, teach and explain, allow spot corrections, can be consistently assigned to individual projects, take phone calls; able to meet contractors to discuss challenges outside of schedule; able to resolve most issues and minimal inspection delays experienced	All inspections routinely completed; time for coordination meetings, time for training; time for process improvement projects; need to have heavier workload days interspersed to avoid idle time
6-11	Good; cursory review of most construction documents and reasonable inspection preparation; able to review corrections for code accuracy by looking up code references	Good, as above but may not have time to meet to discuss project; Able to discuss correction methods via phone call or email; works through many minor issues that could normally fail an inspection	All inspections routinely completed; time for coordination meetings; process improvement can be completed over time; time for training
12-15	Average; Sporadic review of construction documents; starting to spot check for compliance rather than view all areas of concern; some code accuracy review; reasonably thorough inspections	Standard level of helpfulness; some days may not be able to accommodate requests or discuss projects; start to implement time-saving methods by being less forgiving if contractors are not fully prepared; assignment of inspectors is random; noticeable amount of complaints and some delays due to process	All inspections routinely completed; minimal time for coordination between inspectors and to talk to supervisors before starting route; some overtime; have to shut down inspections to train; need to intersperse this work level with days of lighter loads
16-25	May not be able to cover all inspection points, have to focus only on critical areas of concern, use spot inspection techniques and verbal confirmation; accuracy of corrections is down; May conduct partial inspections; documentation incomplete	Not very helpful; Focused on efficiently moving from one jobsite to another with minimal distraction or conversation; No time for phone calls or emails; office staff spending lots of time answering complaints; higher failure rate and procedural delays	May run out of time as jobsites close for the day; overtime routine; no time for coordination or supervision; all time spent on route; some morale issues
25+	Some risk of missing important correction items if contractor was not thorough; Inspections may be partially completed and have to be finished over the next few days as time allows; many errors in documentation and application of the code	Contractors are on their own and will have to be fully prepared to pass inspection; no grace able to be extended; large volume of complaints to office; higher failure rate for items that are normally easily resolved; projects routinely delayed to accommodate inspections	Some inspections not completed; Cannot sustain this level for long without having a some time to catch up on basic tasks; morale issues become a problem if this pattern lasts

BNS COMPLETED INSPECTIONS
Final - Passed - Partial

From: 7/1/15 - 6/30/16

Inspections completed with
6 BPM Inspectors & 3 Electrical Inspectors*

INFOR			
Bldg, Mech, Plbg, Pool	# Insp Completed	Total Average Inspections per Day	Average per Inspector per Day
Total Bldg, Mech, Plbg, Pool Insp.	21,218	97.3	16.2
Inspections currently completed with 6 BPM Inspectors		# Inspectors Needed for avg 12 Insp per day	8.1
INFOR			
Electrical	# Insp Completed	Total Average Inspections per Day	Average per Inspector per Day
Total Electrical Inspections	8,811	40.4	13.5
Inspections currently completed with 3 Electrical Inspectors		# Inspectors Needed for avg 12 Insp per day	3.4
INFOR			
Total Inspections Completed - FY 2016	30,029		

* Assume 250 Work Days

less 15 days vacation + Personal Days

less 12 days training/ HR

less 5 days sick/ out (Nat'l avg 4.4)

= 218 days/ inspector

BNS Inspections

The BNS department requests the addition of two Inspector III positions. The numbers of permits issued has increased, resulting in an increase in the numbers of related required inspections.

Permits Issued

	Elec	All Other BNS Permits	Total Permits Issued	% Change per year	Q1	% Change per Q1
FY 2014	3737	4248	7985	7.22%	2257	14.11%
FY 2015	2870	4279	7149	-10.47%	2075	-8.77%
FY 2016	3646	5230	8876	24.16%	2092	0.81%
Q1 - FY 2017	900	1366	2266	TBD	2266	8.32%

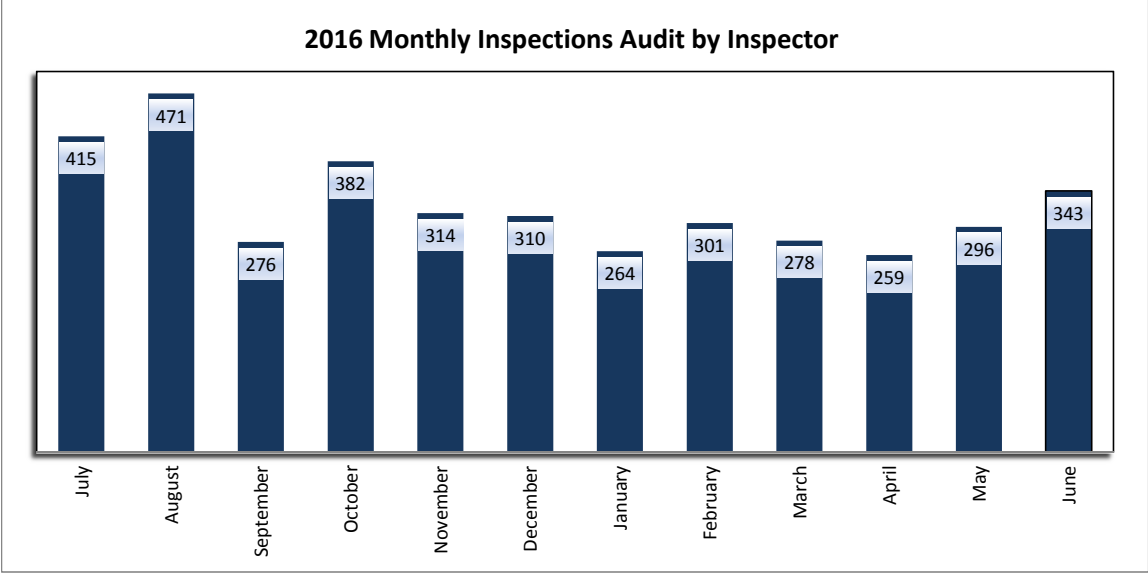
As the numbers of inspections increases, the workload per inspector increases, resulting in a lower level of service: Inspections are not completed as scheduled, the inspectors are unable to assist the contractors with information and explanations, the inspections may only cover the critical areas of concern, the accuracy of inspections will decrease, and the failure rates will increase.

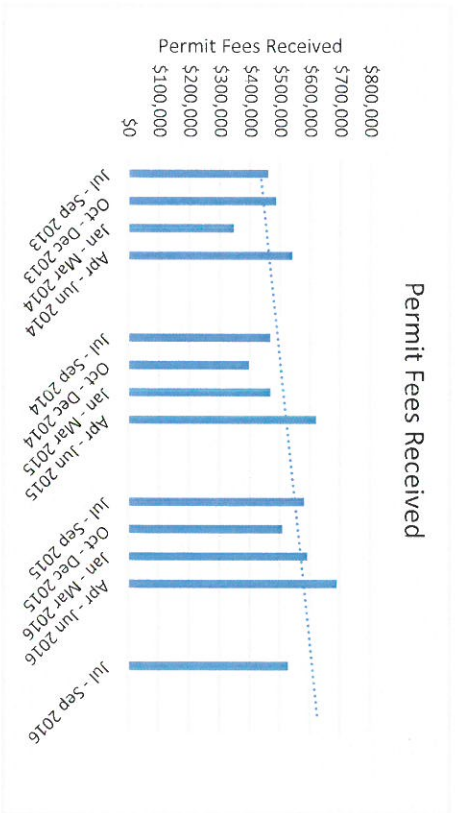
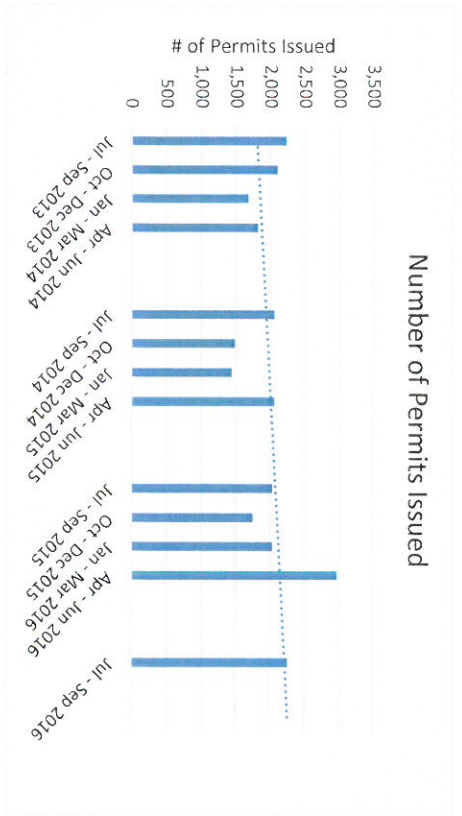
Inspections Completed

	Elec	All Other BNS Inspections	Infor - Results - Total	% Change per year	Q1	% Change per Q1
FY 2014	8342	15,676	24,018	-6.19%	8591	-3.57%
FY 2015	8407	15,225	23,632	-1.61%	7276	-15.31%
FY 2016	8811	21,218	30,029	27.07%	9050	24.38%
Q1 - FY 2017	2718	6925	9643	TBD	9643	6.55%

City of Franklin - BNS
2016 Monthly Inspections Audit by Inspector
Rogger
Layman

July 1, 2015 - June 30, 2016													
Day of Month	July	August	September	October	November	December	January	February	March	April	May	June	Totals
1	24		18	17		14		22	16	11		13	135
2	21		17	19	10	20		15	12		13	18	145
3		20	18		13	14		7	10		13	13	108
4		18	15			15	9	17	10	12	12		108
5		19		20	16		13	17		12	17		114
6	16	22		18	18		17			16	17	17	141
7	22	18		19		18	11		9	11		12	120
8	16		16	14		16	14	13	12	14		16	131
9	16		14	16	20	17		16	11		11	18	139
10		22	20		33	16		18	13		13	16	151
11		18	19		18	20	20	13	12		12		132
12		17		25	14	8	17	10			13		104
13	35	30		21	36		14	11			13	14	174
14	20	34	17	32			16		12			17	148
15	20		13	26		11	16		11			11	108
16	29		20	16	14	15		18	10		23	14	159
17	25	25	18		15	12		16	10		18	21	160
18	15	30			12	20		11	16	14	16		134
19		17		17	10		12	12		14	15		97
20		27		18	21		21			18	13	11	129
21	17	27		16		15	8		12	10		11	116
22	16			21		39		15	13	20		12	136
23	17				17	20		17	16		13	14	114
24	15	21			13			13	16		15	20	113
25		24	19		21		18	13		22	14		131
26		20		21			11	12		25	16		105
27	15	16		14			17			19	9	18	108
28	23	25	19	10		11	18		10	20		16	152
29	18		18	11		9	12	15	18	21		18	140
30	17		15	11	13				15			23	94
31	18	21							14		10		63
Totals:	415	471	276	382	314	310	264	301	278	259	296	343	3,909
Insp/ Day 12 or Less	0%	0%	0%	14.29%	16.67%	26.32%	27.78%	28.57%	59.09%	31.25%	23.81%	22.73%	21%





**City of Franklin Purchasing Office**

P.O. Box 305

Franklin TN 37065-0305

Telephone: (615)550-6692

Fax: (615)550-0079

Purchase Order

Purchase Order No.	PO2459
Date	9/28/2016

Requesting Department: Streets

Vendor:

Wilson County Motors. LLC
903 South Hartmann Dr
Lebanon TN 37090

Ship To:

City of Franklin Fleet Maintenance
124 Lumber Dr., Bldg. No. 2
Franklin TN 37064

Bill To:

City of Franklin Accounts Payable
P.O. Box 295
Franklin, TN 37065-0295
Telephone: (615) 550-6692
Fax: (615)550-0079

^ Changed Since the Previous Revision

L/N	Item Number	Description	U/M	Ordered	Unit Price	Ext. Price
1	PICK-UP TRUCK	per September 03, 2016 3:57:01 PM quote	Each	1	\$31,649.87	\$31,649.87
	Manufacturer:	Manufacturer's Item Number:	Description:			
	2017 CHEVY	SILVERADO 1500 CK15753	4WD Double Cab 143.5" LT w/1LT			
2	SALES TAX		Each	0	\$0.00	\$0.00
	The City of Franklin is exempt from Tennessee sales or use tax pursuant to Tennessee Sales or Use Tax Government Certificate of Exemption, attached.					
3	VEHICLE REGISTRATION		Each	0	\$0.00	\$0.00
	Manufacturer's Statement of Origin (a.k.a., Certificate of Origin) shall be assigned and issued to: City of Franklin, 109 3rd Ave. South, Franklin, TN 37064.					

Referenced quote is based on current Tennessee statewide contract pricing, terms and conditions.

Brian Wilcox, Purchasing Manager

Freight	\$0.00
Order Total	\$31,649.87

FY2017 PROGRAM ENHANCEMENT REQUEST FORM



Department Priority: **1** of **1**

Department: **41350 INFORMATION TECHNOLOGY (IT)**
 Division:
 Title: **GPS/GIS Tech**

Purpose: Use this form to spell out your request for additional personnel and/or programs. We will work with you to tally the requests and create a prioritized list.

REQUESTED PROGRAM ENHANCEMENT FUNDING

Account Description	One-Time Cost (FY17 Only)	Ongoing Annual Cost (FY17 & Future)	TOTAL FY17 Request
Compensation			
81110 REGULAR PAY		\$42,828	\$42,828
		\$0	\$0
Benefits			
<i>Benefits auto-calculated at 30% of compensation -->></i>			
	\$0	\$0	\$12,848
Expenses			
83000 SUPPLIES			\$1,500
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL	\$0	\$42,828	\$57,176

PURPOSE / DESCRIPTION OF REQUEST

The cost for one-half year would be \$27,838 in Personnel & Benefits and \$1,500 in Expenses for a total of \$29,338. This cost is proposed to be split one-half between the General Fund and the Water & Wastewater Fund.

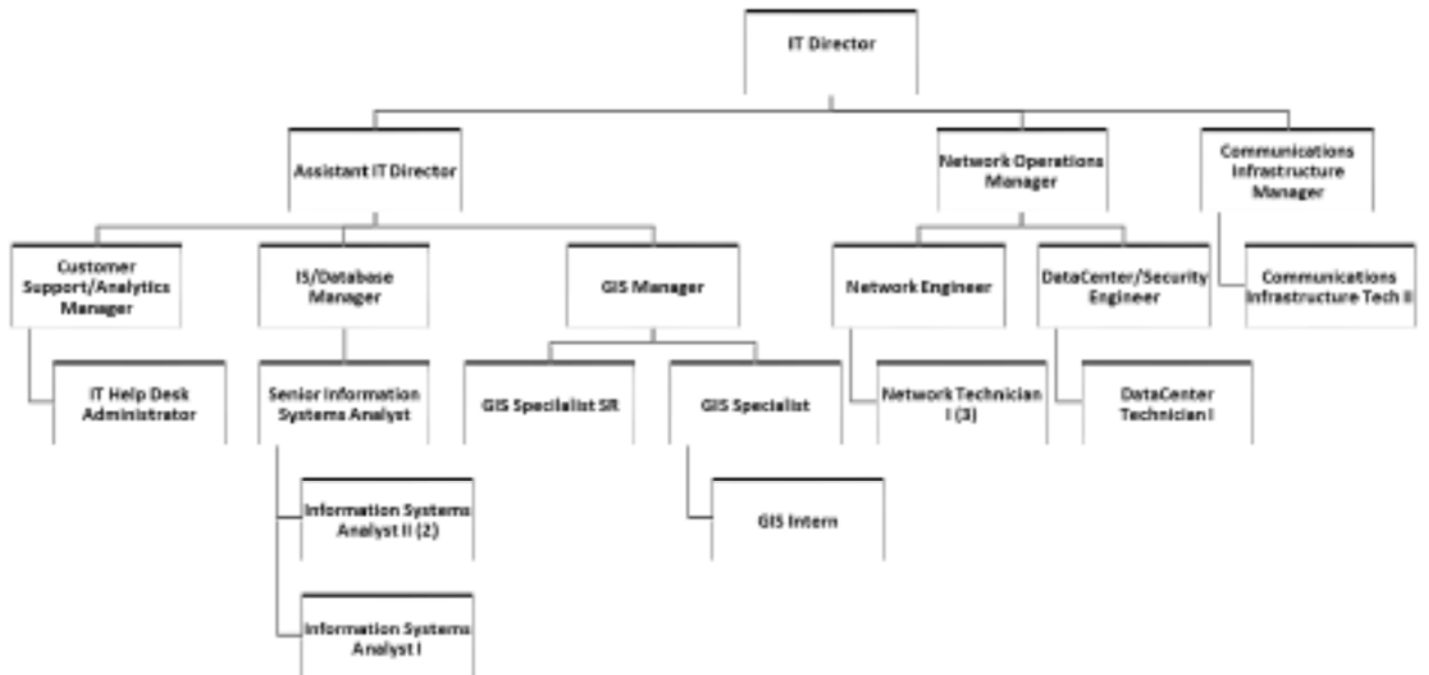
GPS/GIS Tech - Pay Grade E

With the City joining in the Tennessee OneCall system, it's more important now than ever to make sure all city assets are properly GPS'ed. Adding a position in the GIS division would give IT the ability to GPS city assets and properly get them into the GIS system and into our asset management system. In addition, this position would be used to confirm as-builts received from developers on new subdivisions.

SERVICE IMPLICATION

Failure to add this position will inhibit the City's abilities to service the One-Call System and maintain its existing GIS operations.

Existing Organizational Chart



Proposed Organizational Chart





Quote

Quote Expires 11/13/2016

Page: 1

2710 Locust Street Nashville, TN 37207
800-832-4404 615-226-4900

Quote # 1478
Ticket date: 10/14/16
Station: JC

Sold to: CITY OF FRANKLIN TN SOLID
109 3rd Ave S.
FRANKLIN, TN 37064

Ship to: CITY OF FRANKLIN
124 LUMBAR DRIVE
FRANKLIN, TN 37064
550-6953

♦♦ TRUCK BODIES / REFUSE EQUIPMENT / STREET SWEEPERS / SEWER CLEANERS / PARTS & SERVICE ♦♦

Customer #: FRA020
Customer PO#:

Ship date:
Location: MAIN

Ship-via code: PU
Terms: NET 30

Sls rep:
4

Quantity	Item #	Description	Price	Selling unit	Ext prc
1	M2106	CHASSIS, FREIGHTLINER	72,213.00	EACH	72,213.00
1	WONOTES	Work Order Notes	0.00	.	0.00
		2016 Freightliner M2106, VIN 1FVACXC4GHHN8836, with 300HP Cummins ISL diesel engine, 10,000 front axle, 12,000 lb front suspension, 23,000 lb rear axle, 30,000 lb rear suspension, 80 gal. aluminum fuel tank, air suspension driver's seat with two man-mid-back stationary passenger seat, Allison 3500 RDS automatic transmission.			
1	PT-1000 20YD	BODY, HEIL PT-1000 20YD	92,686.29	EACH	92,686.29
1	WONOTES	Work Order Notes	0.00	.	0.00
		Heil PT1000-20, 20 cubic yard rear loader with transmission mounted PTO, hopper work light, body side back-up assist lights, Peterson Multi Function Smart light system, internally plumbed dual rotary cart tipper, 20 lb. fire extinguisher, mud flaps ahead and behind rear tires, 360 degree camera package (4 cameras) with DVR capability, 1 year standard warranty, 5-year warranty on all cylinders, painted white to match cab.			
		NJPA MEMBER PURCHASE # 2081			

Notes VIN: 1FVACXC4GHHN8836 GVW: 33,000

Total line items: 4	Subtotal:	164,899.29
User: 4	Tax:	0.00
	Total:	164,899.29

Signature:

For additional assistance contact

Returns by prior authorization only. 20% Restocking Fee on returned items.
No Returns accepted after 10 days. No Refunds on Electrical Parts
Your Business is Greatly Appreciated!