



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, September 26, 2017

5:30 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0812](#) Presentation of 2016 Economic Impact of Tourism in the City of Franklin and Williamson County (Ms. Ellie Westman Chin, CEO Williamson County CVB).

Attachments: [2016 Economic Impact Release.pdf](#)

2. [17-0785](#) Consideration of NEW Liquor License for Westside Wine & Spirits, LLC, d/b/a Westside Wine & Spirits, (Richard English, Managing Agent) 188 Front Street, Suite 108, Franklin, TN 37064. (09/26/17 WS)

Sponsors: Lanaii Benne
Attachments: [2017 Certificate Richard English West Side Wine and Spirits.pdf](#)

3. [17-0811](#) *Consideration of accepting the Funding Approval/Agreement (Contract 2017-0243) from the Department of Housing and Urban Development for the fiscal year 2017-2018. The agreement awards the City of Franklin \$263,668 for use in the Community Development Block Grant (CDBG) program.

Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [2017-0243 HUD Funding Agreement for CDBG 2017-2018_1.pdf](#)
[2017 Consolidated Action Plan.pdf](#)

4. [17-0819](#) *Consideration of a Professional Services Agreement (COF Contract No. 2017-0241) with Gresham Smith and Partners for the Pratt Lane Improvements Project for an Amount Not-to-Exceed \$67,000.00

Sponsors: Paul Holzen and Jonathan Marston
Attachments: [2017-0241 Pratt Lane GSP with Scope.Law Approved.pdf](#)
[Reams-Fleming PUD Delineation of Road Improvements FINAL 10-1-15.pdf](#)

5. [17-0835](#) Discussion Regarding Irrigation Water Billing
Sponsors: Mark Hilty and Michelle Hatcher
Attachments: [20170921_PPT_Irrigation Billing Discussion_V1](#)
6. [17-0836](#) Discussion Regarding Evaluation and Repair of Large Diameter Sanitary Sewer Interceptors
Sponsors: Mark Hilty and Michelle Hatcher
Attachments: [20170925_PPT_Large Interceptors Inspection_V3.pdf](#)
[17-0836 Harpeth River Interceptor map.pdf](#)
7. [17-0824](#) Consideration of Ordinance 2017-40, "An Ordinance Amending Title 2, Chapter 4 of the Franklin Municipal Code Relative to Membership Requirements for the Sustainability Commission." (09/26/17 WS, 10/10/17 1st BOMA Reading 7-0) SECOND AND FINAL READING
Sponsors: Andrew Orr
Attachments: [V2.Ord. 2017-40 Sustainability Commission membership.Law Approved 2](#)

Other Business**Adjournment**

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



FOR IMMEDIATE RELEASE

August 22, 2017

Matthew Maxey, Williamson County CVB

Matthew@VisitFranklin.com

VISITOR SPENDING IN WILLIAMSON COUNTY TOPS \$427 MILLION

Tourism attracts 1.43 million visitors to Williamson County in 2016

FRANKLIN, Tenn. – A record 1.43 million travelers visited Williamson County in 2016, a 9.4 percent increase compared to the 1.31 visitors in 2015. The economic impact of traveler spending grew by \$17 million (4.0 percent) over 2015 to a new all-time high of \$427.25 million, which retains Williamson County's rank of sixth among Tennessee's 95 counties.

In the 10 years since the Williamson County Convention and Visitors Bureau became an independent non-profit organization in 2007, the annual economic impact to the county has grown from \$251 million to \$427.25 million annually, a 70 percent increase.

"We work daily with our hospitality industry partners throughout the county to make this a destination that will attract visitors from all over the world because we know the incredible impact it can make on the local economy," said Williamson County Convention & Visitors Bureau President & CEO Ellie Westman Chin. "Achieving another record year just highlights the incredible cooperation we have from partners throughout the county to share our unique collection of music, history, and authentic southern culture."

State and local tax collections from tourism related spending in the county in 2016 generated a total of \$26.15 million in state and \$8.95 million in local tax revenues, increases of 5.9 percent and 4.6 percent, respectively.

"The hard work of the Williamson County Convention & Visitors Bureau and the entire hospitality industry continue to produce incredible benefits to local residents," said Williamson County Mayor Rogers Anderson. "More travelers from around the world are visiting Williamson County each year, bringing in over \$8.95 million in local tax revenues and creating over 3,500 jobs, which is great news for every Williamson County resident."

Tourism related growth has also translated into more tourism-related jobs in the county. Those employed in tourism-related fields grew to 3,537 in 2016, an increase of 17.9 percent.

The Williamson County Convention & Visitor Bureau operates from a percentage of the lodging taxes collected from visitors by the local hotels as well as Bed and Breakfast

establishments. Those collections are then reinvested in sales and marketing efforts to attract the world to Williamson County for leisure travel, as well as sports, meetings and group business.

ABOUT THE WCCVB The Williamson County Convention & Visitors Bureau (WCCVB) is the official destination marketing organization for Franklin and the unique communities of Williamson County, Tennessee. The WCCVB stimulates economic growth through the promotion of travel and tourism assets such as history, music, attractions, entertainment, the arts, and events to visitors from around the world. For information on Franklin and Williamson County, visit us on the web at VisitFranklin.com.

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HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant in the name of West Side Wine & Spirits, LLC, owned by the managing agent, Richard English, who has made application for a retailer's license to handle alcoholic beverages at 188 Front Street, Suite 108 (Westhaven PUD), (West Side Wine & Spirits) which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and they will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 10th day of October, 2017

DR. KEN MOORE
Mayor

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

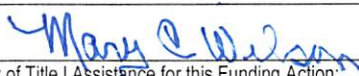
U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Franklin	3a. Grantee's 9-digit Tax ID Number 626000290	3b. Grantee's 9-digit DUNS Number 081460768
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 109 Third Ave S Ste111 Franklin, TN 37064-2519	4. Date use of funds may begin 07/01/2017	
	5a. Project/Grant No. 1 B-17-MC-47-0014	6a. Amount Approved \$263,690.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Mary Wilson		Grantee Name Ken Moore - City Of Franklin	
Title CPD Director		Title Mayor	
Signature 	Date (mm/dd/yyyy) 08/28/2017	Signature	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 07/05/2017	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified 08/28/2017	
		9c. Date of Start of Program Year 07/01/2017	
	11. Amount of Community Development Block Grant		
a. Funds Reserved for this Grantee	FY (2017) \$263,668.00	FY (2016) \$ 22.00	FY ()
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			
12a. Amount of Loan Guarantee Commitment now being Approved N/A		12b. Name and complete Address of Public Agency City Of Franklin 109 Third Ave S Ste111 Franklin, TN 37064	
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.		12c. Name of Authorized Official for Designated Public Agency	
		Title	
		Signature	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	1 5 3											
	1 7 6											
			Y					Project Number		Amount		
								Project Number		Amount		
			Y					Project Number		Amount		
								Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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24 CFR 570

form HUD-7082 (5/15)

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are

subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV
John J. Duncan Federal Building
710 Locust Street, Suite 300
Knoxville, Tennessee 37902-2526

August 28, 2017

Eric Stuckey, City Administrator
City of Franklin
P.O. Box 305
Franklin, TN 37065

Dear Mr. Stuckey:

SUBJECT: Approval of the 2017 Consolidated Annual Action Plan

I am pleased to transmit to you the U.S. Department of Housing and Urban Development's (HUD) approval of the 2017 Consolidated Annual Action Plan for funding under the Community Development Block Grant (CDBG) Program. Your jurisdiction's Program Year (PY) 2017 begins on July 1, 2017, and \$263,690 in CDBG funding is available.

The Department commends the City of Franklin and staff on the efforts which successfully completed this Consolidated Annual Action Plan. The goals and objectives developed through this process will provide and expand the foundation for partnerships at all levels of government with citizens and the private sector, including for profit and nonprofit organizations. These partnerships have proven to be invaluable as you and your partners address the problems of affordable housing, homelessness, community development needs, and economic opportunities for all citizens, particularly for very low- income and low-income persons. In addition, these programs are instrumental as your community and the Nation address pressing housing and economic problems and address the needs of our citizens.

On July 8, 2015, the Department announced the Final Rule on affirmatively furthering fair housing (AFFH). The Final Rule will equip communities that receive HUD funding with data and tools to help them meet long-standing fair housing obligations in their use of HUD funds. This Final Rule will also enhance measures through CPD programs to promote diverse, inclusive communities." A AFFH fact sheet may be found at the following website: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/16affh_home_page.

Throughout the program year, training and technical assistance will be provided. We also encourage your jurisdiction to participate in these training/technical assistance sessions.

A copy of your Consolidated Annual Action Plan was provided to the Department program offices for review and comments. Any received comments are provided as an enclosure to this letter or are included in the Advice and Guidance enclosure.

Enclosed are three originals of the Grant Agreements for CDBG Entitlement Program (form HUD 7082), which require the Mayor's or the official designee's signatures. These constitute the contract between HUD and the City of Franklin.

For each grant agreement, specific information is required for those using an Indirect Cost Rate. If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, you are required to enter specific information as instructed. The requirement on Indirect Cost rate is indicated under the Special Conditions, Item 8 (attached) for CDBG. Now, if your jurisdiction is not using an indirect cost rate, you are required to state NO. If your jurisdiction is using an indirect cost rate, then enter the required information as indicated for each funded program on each grant agreement (Funding Approval). If no answer and/or no information are provided, then the applicable grant agreement(s) are not considered as fully executed and will be returned to your jurisdiction for completion. Also, please be aware that the HUD Field Accounting Center will not process the grant agreements until the required information has been entered on a grant agreement. As such, no funds will be available to be drawn down by your jurisdiction. You are also reminded to also review and comply with the other special conditions included in the Funding Approvals (Item 8 for CDBG). You are also reminded that HUD funds are drawn down using a grant based approach in the Integrated Disbursement and Information System (IDIS).

As you know, formula grant funds are governed by the Department and the management of the Consolidated Plan, including the Consolidated Annual Action Plan is handled by the Office of Community Planning and Development (CPD). I have signed the agreements and applicable funding approval forms. Please retain one set of originals for your records and return the other two sets to CPD as noted below:

U.S. Department of Housing and Urban Development
Mary C. Wilson, Director, CPD
John J. Duncan Federal Building, Suite 300
710 Locust Street, SW
Knoxville, TN 37902

Failure to execute and return the grant agreements within 60 days of the date of this letter may be considered to constitute rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees. Also, the year- end reporting on 2016 program performance and accomplishments in the Consolidated Annual Performance and Evaluation Report (CAPER) is due to CPD 90 days after the end of the 2016 program year.

At this time, no new guidance has been received from our headquarters, and grantees are advised to follow the format used for last year's CAPER reporting and submitted the CAPER using IDIS. For submission of other HUD program required reports, please refer to the enclosed Advice and Guidance for instructions. We look forward to working with your jurisdiction to accomplish the goals set forth for your jurisdiction. In the meantime, if you have any questions regarding this letter, please contact me at (865) 474-8225.

Very sincerely yours,



Mary C. Wilson, Director
Office of Community Planning
and Development

Enclosures

cc

Honorable Ken Moore

Mayor of Franklin

Kathleen Sauseda

Housing Development Coordinator

**KNOXVILLE OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PROGRAM YEAR 2017
CONSOLIDATED ANNUAL ACTION PLAN
ADVICE AND GUIDANCE

FRANKLIN, TENNESSEE**

The Knoxville Office of Community Planning and Development (CPD), U. S. Department of Housing and Urban Development (HUD) provides the following Advice and Guidance to assist your jurisdiction as it implements the activities under the 2017 Consolidated Annual Action Plan, prepare for the completion of the 2016 Consolidated Annual Performance and Evaluation Report (CAPER), and begin the process for developing the next Plan submission.

Accessing the Integrated Disbursement and Information System (IDIS) – Important Reminder

IDIS users are reminded to log into IDIS at least monthly to maintain their system access. The system will remove any and all users that fail to log in within 90 days.

Technical Assistance

Technical assistance is available for grantees to implement, operate, or administer CPD-funded program. HUD has Technical Assistance (TA) available to help. Based on the information you provide, HUD will determine the type and level of assistance available to you. Technical assistance is more involved than basic policy questions. It involves recurrent communication with TA providers, possible site visits, and/or longer-term assistance that enables your organization to build skills, knowledge and capacity for operating CPD programs. To make the TA request contact Knoxville CPD or go to the below website:

<https://www.hudexchange.info/program-support/technical-assistance/>

Environmental Review Procedures for Formula Programs

Certain activities included in the Consolidated Plan are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG, HOME, Emergency Solution Grants, and Housing Opportunities for Persons With AIDS Programs). Funds for such activities may not be obligated or expended unless HUD has approved the release of funds in writing. A request for the release of funds must be accompanied by an environmental certification. Grantee are encouraged to submit all environmental review requests in the HUD Environmental Review Online System (HEROS). At this time, such requests may also be submitted to Knoxville CPD.

Minority Business Enterprise (MBE)/Women Owned Business (WOB) and Section 3 Activities

Executive Orders 12432 and 11625 require all Federal agencies to promote MBE, including women owned businesses, participation in their programs. The next MBE report, Contract and Subcontract Activity,” covers the period of October 1, 2016 - September 30, 2017. As indicated on the form, the required submission date is within 10 days of September 30th each year.

Section 3

You are also urged to expand your efforts in complying with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135. Section 3 provides that to the greatest extent feasible opportunities of employment and training be given to lower income residents of the project area and contracts be awarded to businesses located in or owned, substantially by residents of the project area. All direct recipients of HUD funding covered by Section 3 must submit Form 60002 annually. All reports must be submitted in the Section 3 Performance Evaluation and Registry System (SPEARS). The Section 3 Report is due 90 days at the end of each Consolidated Plan grantee’s program year and is requested at the time of submission of the Consolidated Annual Performance and Evaluation Report. For more information on access to SPEARS, please go to the following website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3/spears

Plan’s Overall Assessment

In developing its 2017 Annual Action Plan, the City of Franklin solicited citizen input and community collaboration as evidenced by the wide range of public and private agencies and organizations that participated in the Consolidated Plan process. A public hearing on the 2017 Plan was held to solicit comments from the citizens in March 2017. Acceptable contingency language was provided that projected allocation amounts would be adjusted proportionally (increase or decrease) to match the actual HUD funded amount when announced.

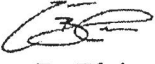
For Program Year 2017, funds in the amount of \$200,952 will be used to construct two new housing units by a Community Based Development Organization (CBDO); provide homeownership and fair housing counseling services; and administration. The Community Development Department and the Housing Authority have shared information and coordinated efforts. The Plan was consistent in the relationship between identified needs, priorities, strategies, and goals/objectives as well as using clear language and consistent policy as documented by the narrative and tables. Descriptions of individual proposed projects are sufficiently detailed to inform a reader of the parameters, location, and anticipated results.



U. S. Department of Housing and Urban Development
Knoxville Field Office, Region IV
John J. Duncan Federal Building
710 Locust Street, Suite 300
Knoxville, Tennessee 37902-2526

July 6, 2017

MEMORANDUM FOR: Mary Wilson, Director, Knoxville Office of Community Planning and Development, 4JD

FROM:  Zachary D. Blair, Acting Director, Programs and Compliance Division/Tennessee, 4GES

SUBJECT: Review of 2017-2018 Annual Action Plan for the City of Franklin

The Office of Fair Housing and Equal Opportunity (FHEO), Programs and Compliance division, reviewed the City of Franklin 2017-2018 Annual Action Plan on July 6, 2017, in accordance with HUD regulations at 24 CFR § 91.520(a) and the Fair Housing requirements. FHEO recommends that the 2017-2018 Annual Action Plan be approved. However, FHEO requests that the following fair housing concerns be communicated to the jurisdiction regarding the 2017-2018 AAP.

FHEO reminds the jurisdiction that according to 24 CFR § 570.601 and the certification to affirmatively further fair housing (AFFH), the jurisdiction is obliged to take appropriate actions to overcome the effects of impediments identified through its Analysis of Impediments (AI). The jurisdiction's 2013 AI specifically identified lack of affordable housing as a fair-housing impediment and included, among other recommendations, that the jurisdiction pursue zoning incentives and other revisions to public-development policies to promote the development of affordable housing.

Even though the jurisdiction has not amended or revised its 2013 AI, its 2017-2018 AAP indicates that the jurisdiction no longer considers public-development policies to be major barriers to affordable housing, stating the lack of affordable housing is private-sector oriented. The AAP and the 2013 AI list multiple suggestions on how public-development policies could be revised to promote affordable housing; yet the AAP does not indicate the jurisdiction has adopted any such suggestions.

Therefore, FHEO cautions that the jurisdiction should take appropriate action to address the impediment relating to lack of affordable housing through the consideration of appropriate zoning and regulatory revisions. A community's zoning ordinances, regulations, land usage, and processes play a critical role in determining the amount, type, and location of affordable housing. Failure to take appropriate actions may jeopardize the jurisdiction's AFFH certification, resulting in FHEO recommending disapproval of subsequent AAPs.

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all.

Additionally, FHEO notes that the jurisdiction did not indicate that community meetings and other activities related to public participation were affirmatively made available to Limited English Proficiency (LEP) populations or to persons with disabilities. Failure to affirmatively make such programs and activities available to LEP populations may disparately impact particular racial and ethnic minorities, thereby jeopardizing the jurisdiction's AFFH certification. The jurisdiction's failure to indicate that it made notices available to persons with disabilities may violate Section 504 of the Rehabilitation Act and the jurisdiction's AFFH certification.

FHEO cautions the jurisdiction that in its next AAP, it should provide information on the specific actions it has taken to ensure that its community meetings and programs are accessible to LEP populations and individuals with disabilities. Failure to do so may result in FHEO recommending disapproval of subsequent AAPs.

The City of Franklin Program year 2018-2019 AAP will be reviewed in specific for the concerns above. If you have any questions or need technical assistance in this matter, please contact Stephen D. Moore, Equal Opportunity Specialist, at Stephen.D.Moore@hud.gov or 865-474-8214.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0241**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **GRESHAM SMITH AND PARTNERS** 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:

Pratt Lane Improvements Project

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and survey services for the Project in accordance with the Scope of Services (Services) as found in Exhibit A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Exhibit 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 Exhibit A in the Amount of **Sixty-Seven Thousand and 00/100 Dollars (\$67,000.00)**.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

Consultant:

City of Franklin:

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



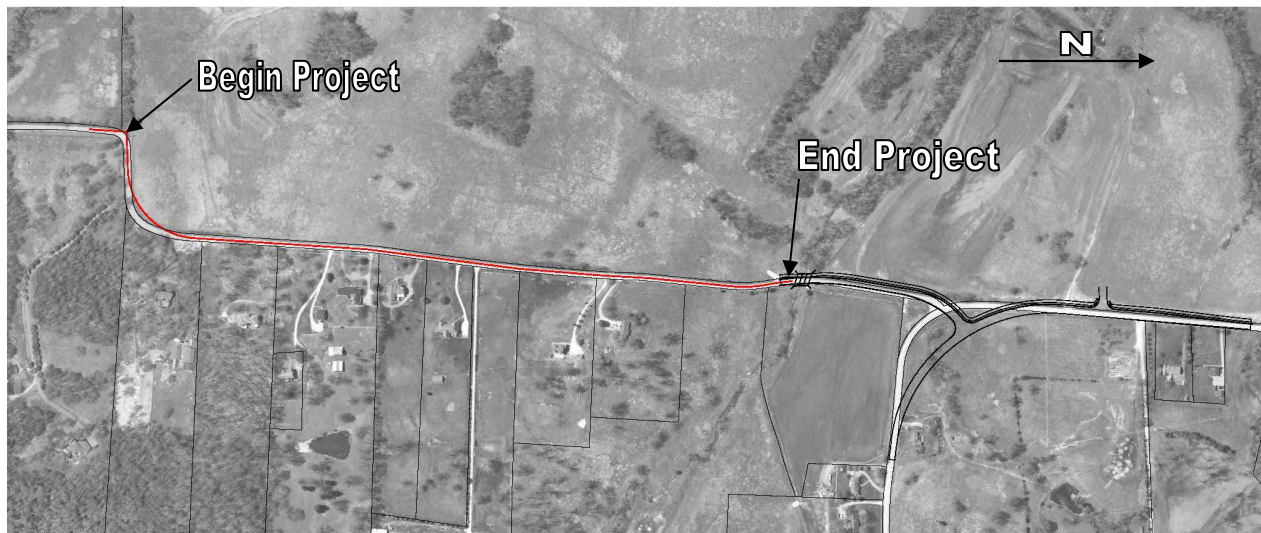
G R E S H A M
S M I T H A N D
P A R T N E R S

Scope of Work for Pratt Lane Improvements Project City of Franklin, Tennessee

Exhibit A

LOCATION & DESCRIPTION

The area of improvement is located along Pratt Lane, from the southern edge of the Matt 5:14-16 LLC property to south of the Fivemile Creek in Franklin, TN as shown in the picture below. This project is intended to improve the horizontal and vertical geometric deficiencies of existing Pratt Lane to a design speed of 30 MPH. The work to be performed in this project includes widening and potential re-alignment of the corridor, provide a multi-use path on the west side of the roadway for pedestrians/cyclists to safely travel the corridor, and the construction of storm water drainage facilities (ditches or curb and gutter).



DESCRIPTION OF ENGINEERING SERVICES

The purpose of these services is to develop preliminary (30%) plans for the proposed project. Plans will be in accordance with Tennessee Department of Transportation (TDOT) and City of Franklin Design Guidelines. However, as this project is being funded by City funds only; therefore coordination with TDOT and/or FHWA will not be required.

We believe the following services to be provided by task as listed below will be necessary to meet the City of Franklin's requirements.

**Scope of Work for Pratt Lane Improvements Project
City of Franklin, Tennessee**

Exhibit A

A. Survey

\$20,000.00

Topographic survey tied to the Tennessee Geodetic Reference Network (TGRN) with a boundary of 150 feet in width (75 feet from each way from the centerline of the roadway) and 200 feet in length at each intersection along each involved roadway and private driveway amounting to approximately 16.2 acres. Existing features, streets, fences, driveways, topography, right-of-way and property information will be located within the stated survey limits. An underground locate request will be made with 811 and the underground utilities will be located based on these markings. Any trees greater than 6 inches in diameter will be located within the survey boundary.

B. Roadway Design Services

\$46,000.00

I. Preliminary Plans

GS&P will use the same urban typical section that was used for the Peytonsville Road at Pratt Lane Intersection Improvement project which consists of two travel lanes @ 12', curb & gutter, a 6' grass strip with 12' multi-use path on the west side and a 5' graded strip for a future sidewalk on the east side. An option with a standard 12' graded strip on the east side for a future grass strip and sidewalk will be provided to the City for consideration. Two horizontal and vertical alignments will be provided to reflect 1) widening and adjusting the existing alignment and 2) setting a horizontal/vertical alignment that reduces the impact to the eastern residential properties. The roadway will be designed to meet 30 MPH design speed and property impacts will be determined and presented to the City staff. Due to the impact of the 10 residential properties on the east side of Pratt Lane, coordination between the City and developer is anticipated.

- a) Layout initial Horizontal and Vertical Alignments and review/coordinate with City staff.
- b) Prepare cross sections at 25-foot intervals.
- c) Plot preliminary slope lines and determine affected land parcels and utilities.
- d) Preliminary design of proposed storm sewer required.
- e) Coordination with City staff and stakeholders.

Deliverable

Preliminary plans for City approval and for development coordination. The project is not currently funded for acquisition of right-of-way or construction; therefore, the preliminary plans will be further detailed in the future. Preliminary Plans will consist of the following:

- Typical Sections
- Horizontal and Vertical alignments
- Existing and Proposed conditions
- Preliminary Drainage layout
- Roadway cross sections

**Scope of Work for Pratt Lane Improvements Project
City of Franklin, Tennessee**

Exhibit A

Expenses:

\$1,000.00

Expenses for this project will include plotting and printing for reviews, meeting, submittals and mileage. Final construction plans will be delivered either electronically or with paper plots. GS&P can supply additional paper copies at cost upon request. It is assumed that the City of Franklin will accept an electronic submittal of the final plans for their record.

Additional Services:

Specific items **not** included in the scope but may be completed at the request of the owner for additional fees include:

- Right-of-Way and Construction Plans (*Expected to be required in the future – not included in this contract*)
 - Finalized cross section, drainage & storm sewer design.
 - Constructability review & traffic control conceptual design.
 - Erosion Control Design & Analysis
 - Public Meeting presentation & display boards.
 - Preliminary Cost Estimates for budgeting purposes.
 - Right-of-way revisions due to negotiations with property owners.
 - Right-of-Way exhibits and descriptions for acquisition of property.
 - Erosion Control, Traffic Control, Signing & Pavement Marking, Estimated & Tabulated Quantities.
 - NOI/SWPPP preparation.
 - Utility Coordination.
 - Bid Package Preparation and Bidding Assistance.
- Property appraisals, closings, and property owner negotiations.
- Update of appraisal and appraisal review if required by condemnation proceedings
- Structural design of retaining walls or special drainage structures.
- Geotechnical exploration and/or design
- Aquatic Resource Alteration Permit (ARAP) application (*not anticipated to be necessary*)
- Permit fees, any application or mitigation fees (*to be paid by City*)
- Advertisement Fees
- Stream/Wetlands mitigation design
- Ecology Study and Biological Assessments
- Additional survey needed due to changes in the field
- NEPA or Environmental Document Services
- FEMA map revisions
- Negotiation services
- As-Built Plans and Construction Surveying
- Utility relocation design services and plans
- Construction Engineering and Inspection or Administration
- Review of contractor shop drawings
- Signal Design
- Landscape design
- TDOT Local Programs coordination (*not anticipated to be necessary*)
- Pavement Design (*will use City Standard*)
- Construction Services (*assistance during construction*)

October 1, 2015

TO: Eric Stuckey, City of Franklin
Winston Cruze, Lampo Group
Phil Fawcett, Boyle Investment Company
David Parker, City of Franklin
Paul Holzen, City of Franklin
Adam Ballash, Boyle Investment Company
Gillian L. Fischbach, Fischbach Transportation Group

FROM: Vernon Gerth, City of Franklin 

SUBJECT: Reams Fleming Mixed-Use Development
Traffic Impact Study and Delineation of Improvements to Peytonsville Road and Pratt Lane

Based on multiple meetings during that past several months with representatives from the City of Franklin, Boyle Investment Company, Lampo Group, and Fischbach Transportation Group the following decisions and delineation of improvements to Peytonsville Road and Pratt Lane are herein described and shall be incorporated into the Traffic Impact Study that has been prepared by Fischbach Transportation Group for the Reams Fleming Planned Unit Development, including the southernmost 47 acres of the project site that will be developed by the Lampo Group:

1. A final Traffic Impact Study shall be submitted to the City of Franklin on behalf of the Lampo Group to satisfy the Condition of Approval of the amended Reams Fleming Development Plan and future Lampo Group Site Plan provided the following conditions are incorporated.
2. Boyle Investment Company and Lampo Group agree to design and construct the portion of the proposed Reams Fleming "spine road" from the southernmost property line of the proposed Lampo Group property to a point north the intersection of Peytonsville Road and Pratt Lane as illustrated on the approved Reams Fleming Development Plan. This primary "spine road" shall be constructed with appropriate sight distances and dedicated turn lanes. Site development and/or building construction (foundation) may commence concurrently with the spine road construction. A temporary, all-weather (gravel) access road shall be provided, from either Pratt Lane or Peytonsville Road, prior to commencing vertical building construction sufficient to allow access by and support emergency vehicles, but the "spine road" shall be fully complete and open to traffic prior to any Certificates of Occupancy for any building within the Reams Fleming Planned Unit Development (PUD) south of the Peytonsville Road and Pratt Lane intersection. Improvements to Peytonsville Road or Pratt Lane shall not prevent Lampo Group from obtaining building permits or Certificates of Occupancy for any of the 3-200,000 sq. ft. office buildings or 1-50,000 sq. ft. conference center.

PRATT LANE

3. The City of Franklin shall be responsible for all necessary roadway and bridge improvements to Pratt Lane, south of, and including the intersection with Peytonsville Road which includes all necessary environmental permitting. The timing of improvements to Pratt Lane is undetermined and shall be at the sole discretion of the City of Franklin Board of Mayor and Alderman. As such, the approved access points from the Reams Fleming PUD to Pratt Lane which includes the proposed Lampo Group property, shall be restricted and remain accessible for emergency vehicles only until Pratt Lane is improved in accordance with City of Franklin Technical Street Standards.
4. If Boyle Investment Company and/or the Lampo Group plan to utilize the existing bridge on Pratt Lane for construction traffic, the bridge shall be replaced prior to the issuance of a grading permit of any portion of the Reams Fleming PUD which includes the proposed Lampo Group property south of the intersection of Peytonsville Road and Pratt Lane. Alternatively, Boyle Investment Company and/or Lampo Group may design and install a temporary bridge crossing to accommodate construction traffic until the City of Franklin has funded and replaced the existing bridge on Pratt Lane. A temporary construction entrance via Peytonsville Road through the Reams Fleming PUD south is recommended. Improvements to Pratt lane which include bridge replacement, intersection improvements, and paving shall be at the sole discretion of the City of Franklin Board of Mayor and Alderman. Funding and timing is unknown and shall not be anticipated in commencing and completing development of the entire Reams Fleming PUD.
5. City of Franklin staff has provided Boyle Investment Company a conceptual schematic drawing that shows one design option for improving the intersection of Peytonsville Road and Pratt Lane. Alternate designs may be acceptable as long as the required technical street standards are met. Boyle Investment Company has agreed to commission the design of the intersection improvements at their expense and to dedicate sufficient right-of-way within Reams Fleming PUD after the design has been approved by the City and prior to the replacement of the Pratt Lane Bridge. This design shall not have major impact to the existing utilities located at the intersection of Peytonsville Road and Pratt Lane.

The eastern boundary of the southern portion of the Reams Fleming property is the current centerline of Pratt Lane. There is currently a twenty five (25') foot prescriptive ROW easement that encompasses the existing roadway on the western side (for a total ROW easement of 50'). With future approved site plans, this ROW easement will be dedicated as ROW to match the current 25' boundary. Under any circumstances, this ROW, or additional ROW as needed, shall accommodate a future improvement of Pratt Lane to ultimately include two 12-foot travel lanes, 2.5 foot curb and gutter on each side, and a 6 foot grass strip on each side of the roadway. Boyle Investment Company and the Lampo Group shall be responsible for grading out the future Right-of-Way starting at the existing western edge of pavement to the proposed right of way line at approximately a 6% slope. Material shall be compacted in place to meet City of Franklin Street Specifications. This material does not include base stone, binder, or topping.

The City of Franklin shall be responsible for completing all improvements to Pratt Lane (i.e. bridge replacement, intersection improvement, and paving). The timing of the Pratt Lane improvements shall at the sole discretion of the Board of Mayor and Alderman.

6. Additional ROW shall be dedicated in the future for turn lanes, as required by the final Reams Fleming Traffic Impact Study as prepared by Fischbach Transportation Group and approved by the City of Franklin.
7. A public, multi-use access easement (restricted against vehicular traffic) and public utility access and drainage easement (PUDE) or right-of-way shall be provided for a 12-foot multi-use path on the west side of Pratt Lane and Peytonsville Road in conjunction with the approval of each Site Plan that includes frontage on Pratt Lane and/or Peytonsville Road, unless a suitable multi-use trail system is provided elsewhere through the entire Reams Fleming PUD. This multi-use trail shall be designed and constructed by Boyle Investment Group and/or the Lampo Group to coincide with development of an approved Site Plan and the occupancy of buildings within an approved Site Plan.

PEYTONSVILLE ROAD

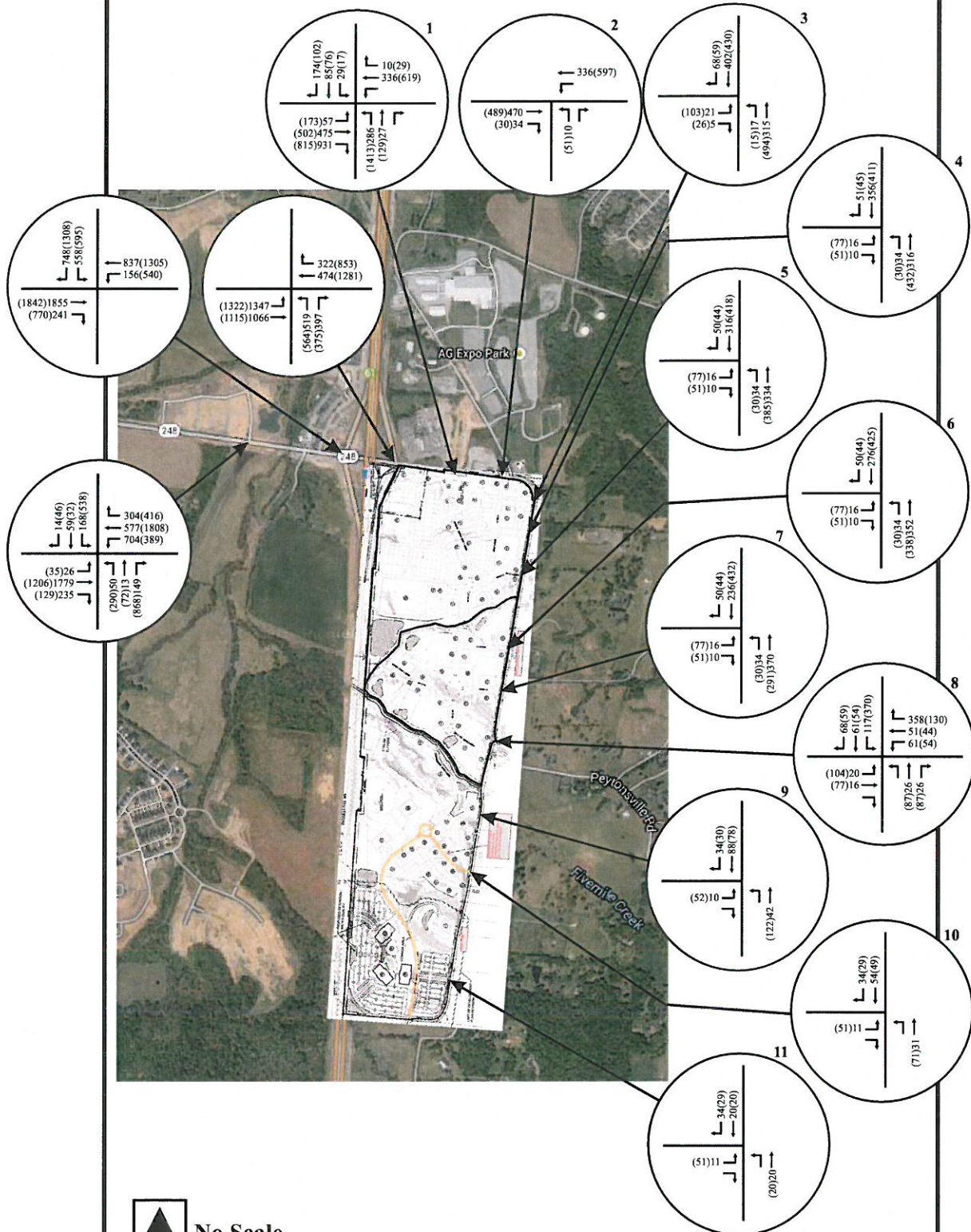
8. The following improvements will be completed in conjunction with all development within the Reams Fleming PUD that have frontage on Peytonsville Road:
 - A. All Development Plan approved project accesses must be provided with appropriate sight distances.
 - B. The eastern boundary of the northern portion of the Reams Fleming property is the current centerline of Peytonsville Road. There is currently a twenty five (25') foot prescriptive ROW easement that encompasses the existing roadway on the western side (for a total ROW easement of 50'). With future approved site plans, this ROW easement will be dedicated as ROW with an additional 7.5', for a total 32.5' ROW boundary. This ROW shall accommodate a future improvement of Peytonsville Road to ultimately include three 12-foot travel lanes, 2.5 foot curb and gutter on each side, and a 6 foot grass strip on each side of the roadway. Additional ROW shall be dedicated in the future for southbound turn lanes, as required by the final Reams Fleming Traffic Impact Study as prepared by Fischbach Transportation Group and approved by the City of Franklin. These turn lane improvements shall be constructed by the site plan applicant, and at no cost to the City of Franklin. Future ROW Dedication on the east side is subject to change based on future land use changes and possible annexation.
 - C. In conjunction with Site Plan submittals that include frontage on Peytonsville Road, Peytonsville Road shall be improved by the developer to include the following:
 - 3 ~ 12-foot travel lane starting from the exiting pavement on the east side and 2.5-foot curb and gutter on the west side.
 - 6-foot grass strip on the west side.

- 12-foot multi-use trail on the west side through a multi-use access and public utility access and drainage easement (PUDE) or public ROW. (Unless a suitable trail is provided elsewhere on the site plan.)
- Southbound right turn lanes as determined.

The City shall work with the developer on the final phasing of these improvements as Site Plans are reviewed and subsequently approved.

9. Full accesses shall be provided at Accesses 1, 4, 5, 6, 7, 9, 10 and 11, as labeled in Figure 8 of the August 2015 Traffic Impact Study. Accesses 2, 3, and 8 will be right-in, right-out. Figure 8 of the August 2015 Traffic Impact Study is included with these materials. *City of Franklin Engineering Department Director shall review the exhibit and will coordinate with Fischbach Transportation Group prior to finalizing. This exhibit is assumed to be accurate and is attached hereto. The review and confirmation of this exhibit has not been completed as of the date of this memorandum.*

F i s c h b a c h
Transportation Group, LLC
 Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 8.
 Total Projected Peak Hour Traffic Volumes with
 Full Build-Out of the Reams Fleming Site

City of Franklin
Water Management Department

September 26, 2017

Irrigation Water Billing

Irrigation systems

- Existing methodologies to related to irrigation systems
 - Irrigation meter impact fee
 - Water user fees associated with irrigation meters is the same as potable water
 - Declining wastewater rate structure that acknowledges increased water consumption can be associated with irrigation and other uses that may not enter the wastewater stream
 - Inclining water rate structure to capture costs associated with large demands caused by irrigation and other uses

Irrigation systems

- Expressed concerns of existing structure
 - Impact fee too costly to realize an acceptable return on investment
 - Irrigation through potable water service line includes sanitary sewer fees
- Common options
 - Irrigation system metering
 - seasonal pricing concept

Meter Size	Irrigation Meter Fee	
¾"	\$	3,150
1"	\$	4,725
1½"	\$	6,300
2"	\$	7,875
3"	\$	9,450
4"	\$	11,025
6"	\$	12,600
8"	\$	14,175

Irrigation system metering

- Operations considerations of separate irrigation meters
 - Improves metrics on water usage
 - More precise with respect to sanitary sewer charges
 - Increases city metering infrastructure
 - Potential to considerably increase demands on the drinking water system
- Impact fee and rate considerations
 - Irrigation meter impact fee structure
 - Affordability vs. equitability
 - Water necessity Vs. “luxury water”
 - Impacts to water and sanitary sewer user rates

Irrigation system seasonal pricing

- Operations Considerations of separate irrigation meters
 - Metrics on water usage relies more on estimates
 - Sanitary sewer charges are based on estimates in summer months; accuracy decreases
 - Decreases city metering infrastructure
 - Potential to considerably increase demands on the drinking water system
- Impact fee and rate considerations
 - Irrigation meter impact fee structure
 - Affordability vs. equitability
 - Water necessity Vs. “luxury water”
 - Impacts to water and sanitary sewer user rates

Surrounding communities

- Metro Water Services: Sewer charges are calculated based on the amount of water used under most circumstances. An exception is made for residential customers during the months of April through November, when water is used to sprinkle lawns or wash cars. Since water used for these purposes does not go into the sewer, sewer service charges for residential bills are automatically adjusted during these months to reflect a “sprinkler credit.” The winter quarter average (January, February, and March) plus 30 percent will be the maximum sewer charges billed.

Surrounding communities

- City of Brentwood
- **Sec. 70-134. - Sewer rates.**
- (a) The monthly sewer rate charged by the city shall consist of a base rate and, if applicable, a wastewater treatment cost surcharge. The combined base rate and surcharge shall be applied to each customer's average winter water consumption as billed in the months of December through March using the following rate schedule. For sewer customers who are not water customers of the city, the computation of average winter water consumption shall be based upon the four-month period that most closely corresponds to that used for other customers. The established combined rate per 1,000 gallons above the minimum bill shall be prorated for each 100 gallons consumed. (please refer to Brentwood's municipal code for more details)

Surrounding communities

- City of Spring Hill
- Irrigation Meter Installations
- To avoid paying the sewer charge on the water you use for watering your lawn or garden, you may choose to have an additional water meter installed to be used solely for irrigation. The total cost for this irrigation meter will be \$730.00 (\$400 tap fee, \$140 reserve fee, \$165 meter fee and a \$25 backflow device permit).
- These fees are due to the City of Spring Hill and do not cover the costs of installing the backflow device or the irrigation system. Please note that the City of Spring Hill does NOT install sprinkler systems or backflow devices. This is the responsibility of the homeowner.

Surrounding communities

- City of Murfreesboro
- **Section 33-51 - Reduction in charges for water excluded from sewerage system.**
- (B) Eligibility.
- (1) Customers are eligible for the adjustment of monthly sewer charges in only the following circumstances:
- (c) customers are eligible for the adjustment of monthly sewer charges in only the following circumstances: the customer is a residential or commercial customer who uses extra water for lawn or garden *irrigation* purposes and satisfies the requirements herein. The reduction period will be only for the months of April, May, June, July, August, September and October. If the consumption for a said month exceeds 120% of the monthly winter average calculated by averaging the months of November through March less the high and the low months, the customer shall not be charged sewer charges on the excess. If the customer does not have a consumption for winter average calculation as set forth above herein, the consumption average for the customer's category plus 20% shall be used and 6,750 gallons shall be used as an average for residential applicants; or
- (d) the commercial or residential customer has and utilizes a separate water meter for an *irrigation* system.

Evaluation and Repair of Large Diameter Interceptors



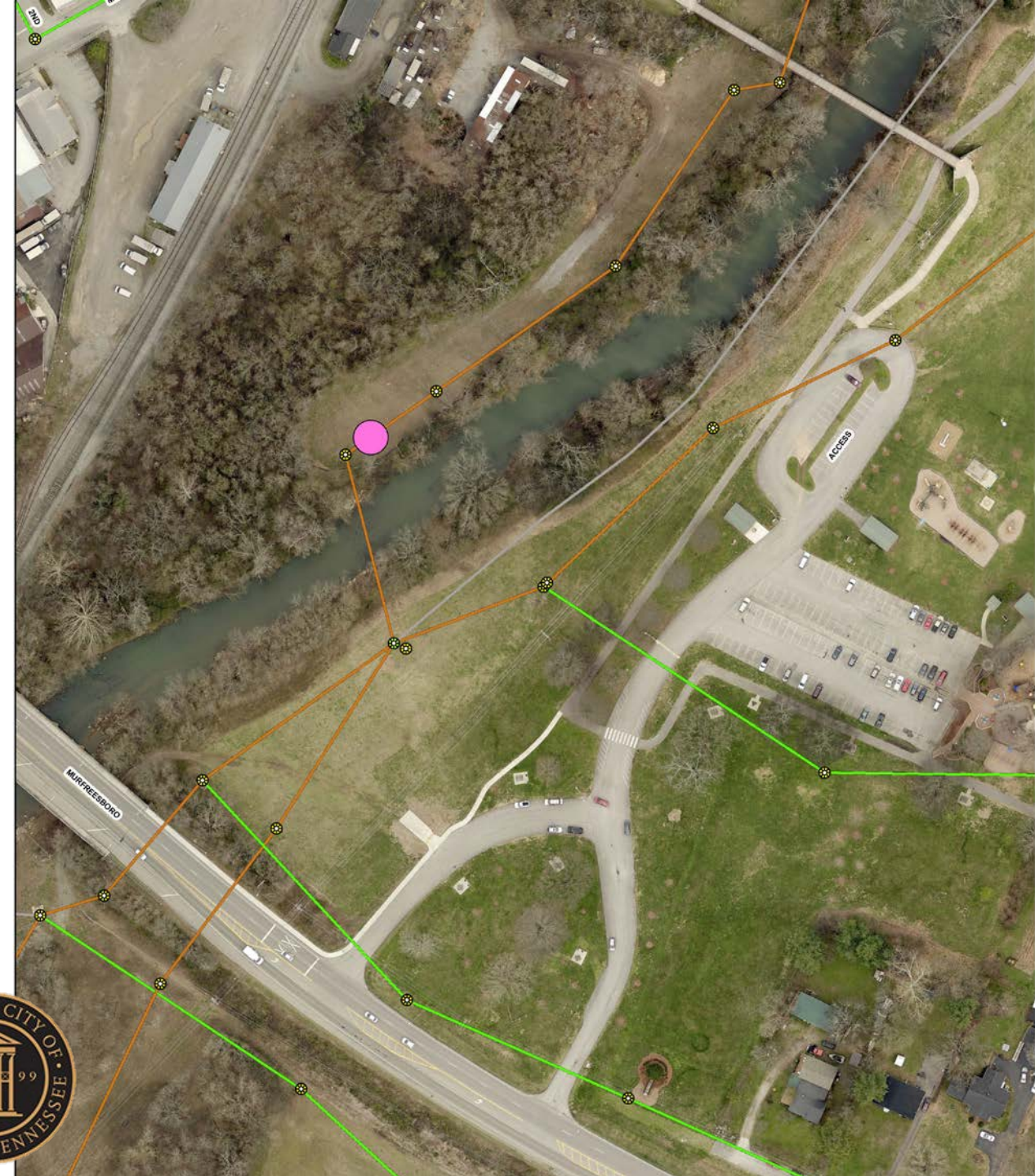
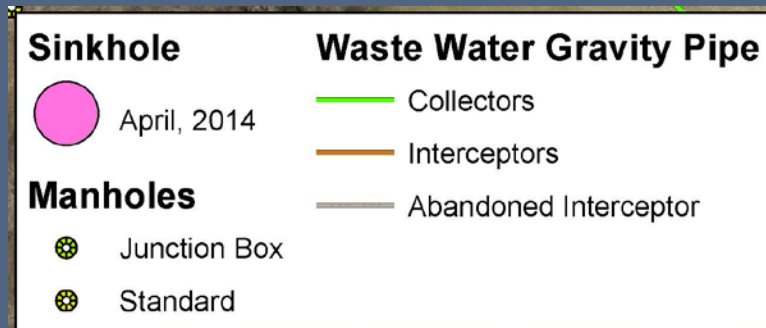
BOMA Work Session

September 26, 2017

Michelle Hatcher, PE, Director WMD

Mark Hilty, Assistant City Administrator

Pinkerton Park – 2014



Pinkerton Park – 2014



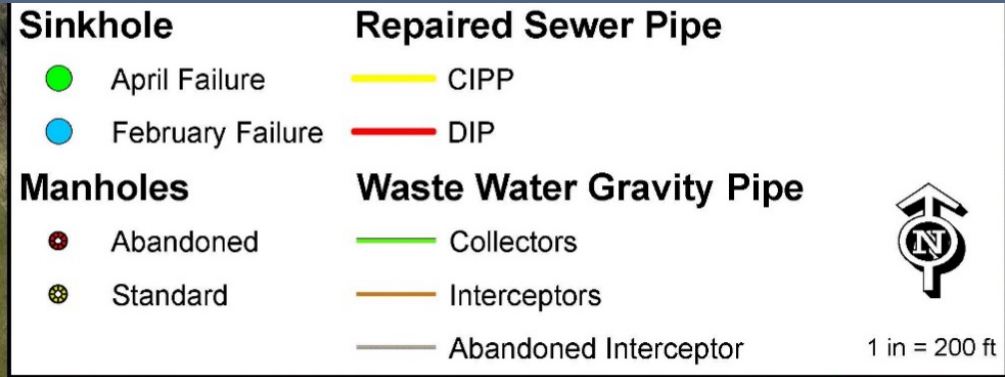
Chestnut Bend - 2017



Evaluation and Repair of Large Diameter Interceptors
BOMA Work Session
September 26, 2017



Chestnut Bend - 2017



Ongoing Repairs

- Contractor has been performing cleanup last week behind Chestnut Bend and prepared for shut down during the Pilgrimage Festival.
- Anticipate starting bypass pumping again today and contractor to continue replacement of 63' of line adjacent to the river.
- We anticipate it should be around 1.5 to 2 weeks for the pipe installation, and then they'll backfill that area and continue to work to regrade the remaining sections of the site.
- During bypass pumping operations, staff will clean the pipe under the river with a jet truck and perform additional inspections.



Ongoing Repairs

- Pavement Repair:
 - Staff met with Williamson County Parks Department (WCPD) to coordinate greenway repair.
 - Once pumps and temporary forcemain are removed the Streets Department will coordinate with WCPD to complete the paving before this winter.
- Landscaping:
 - WMD staff are working with the City's landscape architect and arborist to create a plan that we will send to Chestnut Bend leadership review before we begin planting. A site visit is scheduled this week to start development of this plan.
- Reclaimed water will be turned back on next week for south customers.



Inspection Schedule

- Last week, inspection occurred from the repair site to the WTP.
- Multiple lines need significant cleaning from blockages caused by debris.
- Bypass pumping will resume today.
- Cleaning of the line under the river scheduled for Friday and then immediate reinspection to determine status.



Repair and Inspection Summary to Date

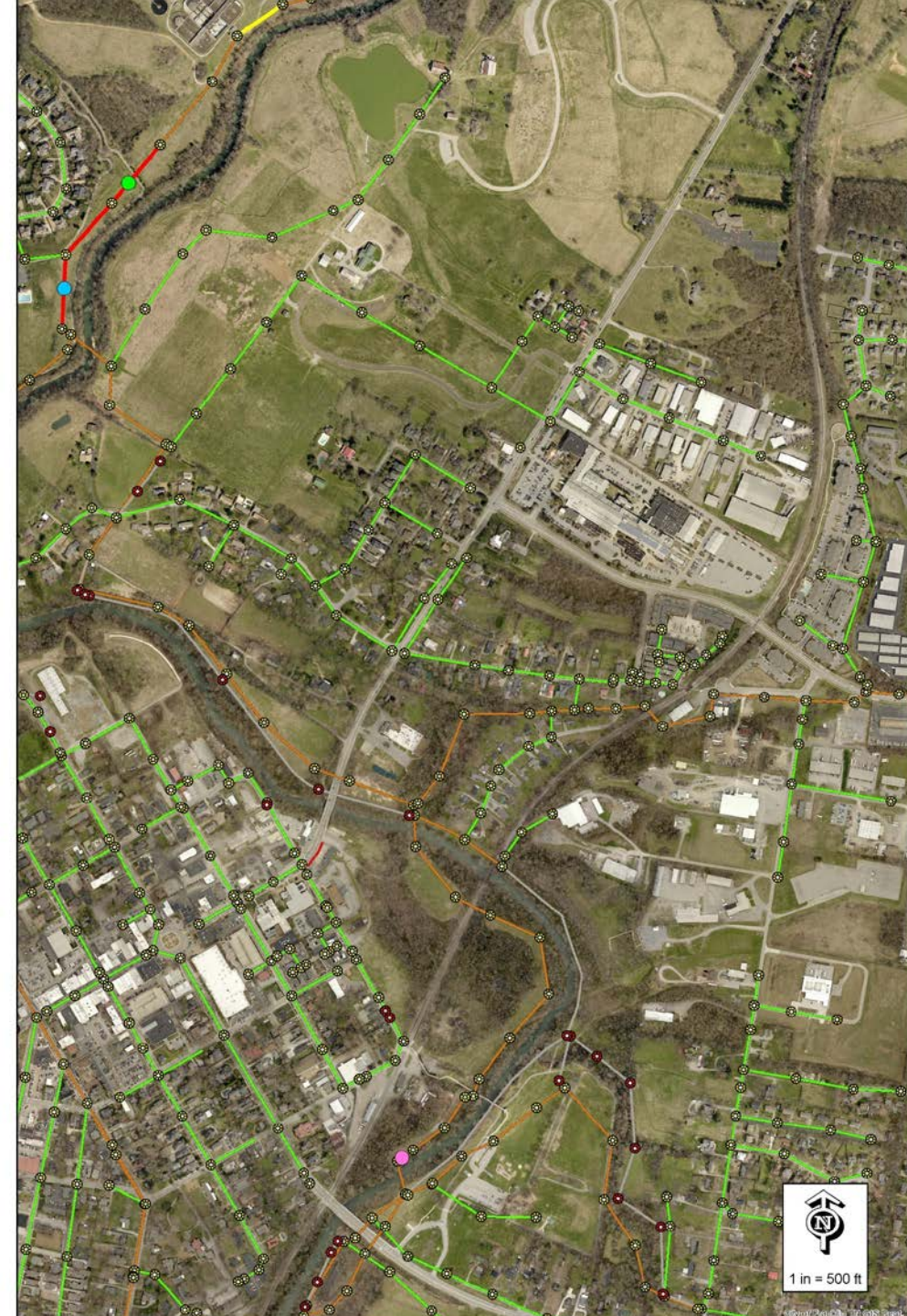
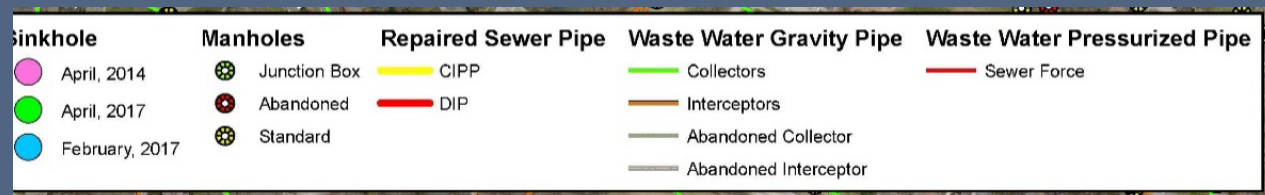
- Replaced 1,325 linear feet (LF) of 54" diameter interceptor with DIP
 - Currently working on replacement of 63 LF of 54" diameter interceptor
- Rehabilitated 315 LF of 54" diameter interceptor using cured in-place pipe lining
- Construction cost to date approximately \$4.15M
- Inspected 46,300 LF of large diameter interceptors
 - Approximately 4,700 LF remain (Hillsboro Rd and WTP south to Mack Hatcher)



Discussion



Overall Repair Map



Harpeth River Interceptor Repair



Sinkhole

- April Failure
- February Failure

Repaired Sewer Pipe

- CIPP
- DIP

Manholes

- ⊗ Abandoned
- ⊙ Standard

Waste Water Gravity Pipe

- Collectors
- Interceptors
- Abandoned Interceptor



1 in = 200 ft

ORDINANCE 2017-40

TO BE ENTITLED: "AN ORDINANCE AMENDING TITLE 2, CHAPTER 4 OF THE FRANKLIN MUNICIPAL CODE RELATIVE TO MEMBERSHIP REQUIREMENTS FOR THE SUSTAINABILITY COMMISSION."

WHEREAS, the City of Franklin Sustainability Commission provides input on projects and policies related to energy conservation, waste reduction, public outreach, and other related initiatives; and

WHEREAS, the Sustainability Commission makes recommendations for programs and actions related to the Sustainability Action Plan; and

WHEREAS, the Sustainability Commission consists of a professionally diverse group of citizens; and

WHEREAS, the Sustainability Commission would benefit from having representatives from additional entities, including the local school systems, Williamson Inc., or local business owners; and

WHEREAS, the Franklin Municipal Code must be amended to allow for this expansion of membership; and

WHEREAS, this Municipal Code amendment is in the best interest of the citizens of Franklin.

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

SECTION 1. That Title 2, Chapter 4 of the Franklin Municipal Code is amended by deleting the existing text and replacing it with the text below, so that it shall read as follows:

"Sec. 2-403. - Membership.

The commission shall consist of nine members, at least six of whom shall reside within the City limits—one alderman, one employee from any one of the public utility companies that provide essential utility services within Franklin's corporate limits, one representative from the Franklin Tomorrow Board of Directors, and six citizens. Citizen members to be selected shall represent a diverse range of interests and experiences with due regard to the geographic distribution of the membership. The members of the commission may be selected from, but are not limited to, the following groups: youths, educators, or other representatives of Williamson County educational institutions; members of Williamson Inc.; owners of Franklin businesses; persons with a demonstrated interest in sustainable business practices, building and design, energy conservation or alternative energy sources, and/or economic development; members of community or neighborhood groups; persons representing a diversity of ethnic and cultural affiliations; and persons with diverse economic backgrounds and interests."

SECTION 2. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION 3. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION 4. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Kristen L. Corn
Assistant City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

