



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, September 22, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0821](#) Presentation from Ms. Ellie Westman Chin on Economic Impact of the Williamson County Convention and Visitors Bureau.

Attachments: [09-22-15 CVB Presentation 2015-2016 Goals Objectives.pdf](#)

2. [15-0824](#) Presentation of the Comprehensive Transportation Plan and Discussion of Proposed Transportation Projects

Sponsors: David Parker and Paul Holzen

Attachments: [BOMA Update Presentation 9 22 2015.pdf](#)
[CTNP ProjectRanking updated 9 22 2015.pdf](#)
[Proposed Transportation Projects numbers no LOS.pdf](#)

3. [15-0799](#) *Consideration of a Professional Services Agreement (COF 2015-0287) with TRC Environmental Corporation (TRC) for an Ecological and Archaeological Survey for the Spencer Creek and South Prong Drainage Basin Sanitary Sewer Project

Sponsors: Paul Holzen

Attachments: [COF 2015-0287 TRC Spencer Creek Attachment .pdf](#)
[00027411](#)

4. [15-0823](#) Consideration of Resolution 2015-78, A Resolution to Authorize the City of Franklin to Submit an Application to the Tennessee Department of Transportation (TDOT) for the Transportation Alternatives FY2016 Grant Program (96 West Sidewalk) (09/22/15 WS)

Sponsors: Paul Holzen

Attachments: [00027688.pdf](#)

5. [15-0506](#) Consideration of Resolution 2015-32, "A Resolution to Amend the City's Policy on Water and Sanitary Sewer Availability." (05/28/15 CIC, 08/27/15 CIC 3-0; 09/08/15 AND 9/22/15 WS)
- Sponsors:** Paul Holzen
- Attachments:** [Res 2015-32 Policy on Water and Sewer Availability 1992.pdf](#)
[Res 2015-32 Water and Sewer Availability Policy.doc](#)
[Res 2015-32 Standard Annexation Agreement LA.doc](#)
- Legislative History**
- | | | |
|---------|------------------------------|--|
| 5/28/15 | Capital Investment Committee | referred to the Capital Investment Committee |
| 8/27/15 | Capital Investment Committee | referred to the Board of Mayor & Aldermen |
| 9/8/15 | Work Session | referred to the Work Session |
6. [15-0788](#) PUBLIC HEARING: Consideration Of Initiating the Annexation Process and Draft Plan of Services, Resolution 2015-63, For The Annexation of Certain Areas on Lewisburg Pike (west side) and South of Goose Creek Bypass, Specifically 1456 and 1462 Lewisburg Pike. (09/22/15 WS)
- Sponsors:** Planning and Sustainability Dept and Vernon Gerth
- Attachments:** [LegalApproved_RES 2015-63 Plan of Services for 1456 and 1462 Lewisburg R](#)
[1456 - 1462 LewisburgPike.pdf](#)
[1456 - 1462 LewisburgPikeWithHistoric.pdf](#)
[Annexation Draft POS Aerial 1456 1462 Lewisburg](#)
7. [15-0796](#) PUBLIC HEARING: Consideration of Initiating the Annexation Process and Draft Plan of Services, Resolution 2014-101, For The Annexation of the Adams Property, Located South Of Murfreesboro Road And East of I-65; (09/22/15 WS)
- Sponsors:** Planning and Sustainability Dept and Vernon Gerth
- Attachments:** [LegalApproved_Resolution 2014-101 POS for Annexation of Certain Areas Spe](#)
[ComboLegalDescriptions.pdf](#)
[Annexation Map.pdf](#)
[Annexation Draft POS Aerial Adams Property](#)

8. [15-0797](#) PUBLIC HEARING: Consideration of Initiating the Annexation Process and Draft Plan of Services, Resolution 2015-62, For The Annexation of Certain Areas adjacent to Lewisburg Pike (east and west side) and south of Goose Creek Bypass, Specifically 1445, 1480, and 1490 Lewisburg Pike. (09/22/15 WS)
- Sponsors: Planning and Sustainability Dept and Vernon Gerth
- Attachments: [LEGAL APPROVED 1445-1490 Lewisgburg Pike](#)
 [1445-1490 Lewisgburg Pike.pdf](#)
 [Annexation Draft POS 144501480 1490 Lewisburg Property](#)
9. [15-0878](#) Consideration of Amendment to Contract 2015-0191 with Regional Transit Authority. (09/22/15 WS)
- Sponsors: Eric Stuckey and Russ Truell
- Attachments: [RTA contract for 91X bus route](#)
10. [15-0839](#) Discussion Regarding New Compost Site.
- Sponsors: Vernon Gerth and Joe York
- Attachments: [Compost Proposal - 9-4-15](#)
11. 15-0791 Discussion Regarding Household Hazardous Waste grant from Tennessee Department of Environment and Conservation (TDEC)
- Sponsors: Becky Caldwell

Other Business

Adjournment

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

WILLIAMSON COUNTY CONVENTION & VISITORS BUREAU

VISION

Williamson County will have the best tourism development program in the state of Tennessee.

MISSION

The mission of the Williamson County Convention & Visitors Bureau (WCCVB) is to positively impact the local economy by increasing travel related spending in the county, provide quality services to the visitor and the local hospitality industry, and assist in the development, preservation, and expansion of the county's tourism product.

WILLIAMSON COUNTY CONVENTION & VISITORS BUREAU

2014 ECONOMIC IMPACT NUMBERS

1.22 million visitors

(7.1% increase over 2013)

\$407.46 million

(6.6% increase over 2013)

**Williamson County is ranked #6 of Tennessee's 95 counties in
visitor spending**

Generated 2,990 hospitality industry related jobs

(2.6% increase over 2013)

Saving each household in Williamson County

\$475.70 in local and state taxes



WILLIAMSON COUNTY CONVENTION & VISITORS BUREAU

2015/2016 Goals & Objectives

GOAL

BUILD AND PROMOTE THE AMERICANA BRAND AND EXPERIENCE

OBJECTIVES

- Increase website traffic by 12% to 340,998 page views in fiscal year 2015/2016
- Increase WCCVB ad revenue 10% to \$89,423
- Increase Visitor Center visitation by 5% to 40,692
- Increase Visitor Center sales by 5% to \$48,932
- Increase awareness of Visit Franklin in Nashville market
- Deliver clear brand messaging across all three sales markets (Meetings, Sports, Tour & Travel)
- Establish Storyteller Program as a 'must do' training program for hospitality industry
- Continue to work closely with Heritage community to promote the historic sites, Main Street, battlefields/battlefield reclamation and preservation



WILLIAMSON COUNTY CONVENTION & VISITORS BUREAU

2015/2016 Goals & Objectives

GOAL

INCREASE SALES LEADS AND MEASURABLE ROOM NIGHTS

OBJECTIVES

- Increase lead room nights, definite leads booked and definite room nights by 5% over 2014/2015 actual (lead room nights = 78,750; definite bookings = 75; definite room nights = 10,172)
- Engage 100 new meeting planners through digital marketing efforts
- Continue partnership with industry associations (MPI, NTTP, CMCA, ABA, TSAE)

WILLIAMSON COUNTY CONVENTION & VISITORS BUREAU

2015/2016 Goals & Objectives

GOAL

MAXIMIZE DIGITAL INNOVATION TO BETTER CONNECT & ENGAGE WITH VISITORS, CLIENTS, PARTNERS, STAKEHOLDERS AND LOCAL COMMUNITY

OBJECTIVES

- Increase Facebook followers by 40% to 89,665
- Increase Twitter followers by 25% to 16,670
- Increase Instagram followers by 50% to 6,741
- Launch new CRM to better utilize the visitor, meetings, sports/group databases for new marketing and follow-up opportunities

WILLIAMSON COUNTY CONVENTION & VISITORS BUREAU

2015/2016 Goals & Objectives

GOAL

CREATE AND CULTIVATE COMMUNITY AND REGIONAL PARTNERSHIPS

OBJECTIVES

- Continue to build regional partnerships (NCVC, TDTD)
- Strengthen community partnership within the hospitality industry (DOS and Sports Facilities meetings)
- Strengthen partnership with industry partners (DFA, Middle TN Tourism Council, Natchez Trace Compact, AMT, Leiper's Fork Business Association)
- Work with potential new hospitality industry businesses
- Continue to represent WCCVB in Williamson County at BOMA, County Commission, Brentwood Quarterly Dinners, etc.

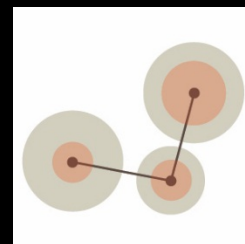
THANK YOU!



CONNECT FRANKLIN

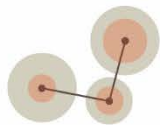
A Comprehensive Transportation Plan

BOMA Working Meeting
September 22, 2015



Agenda

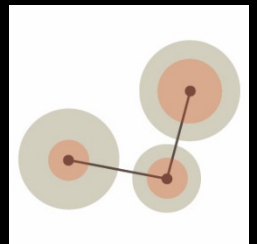
- Project Update
- Discussion of Transportation Project Rankings
- Sample Transportation Cut Sheet
- Schedule for Future Discussion



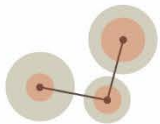
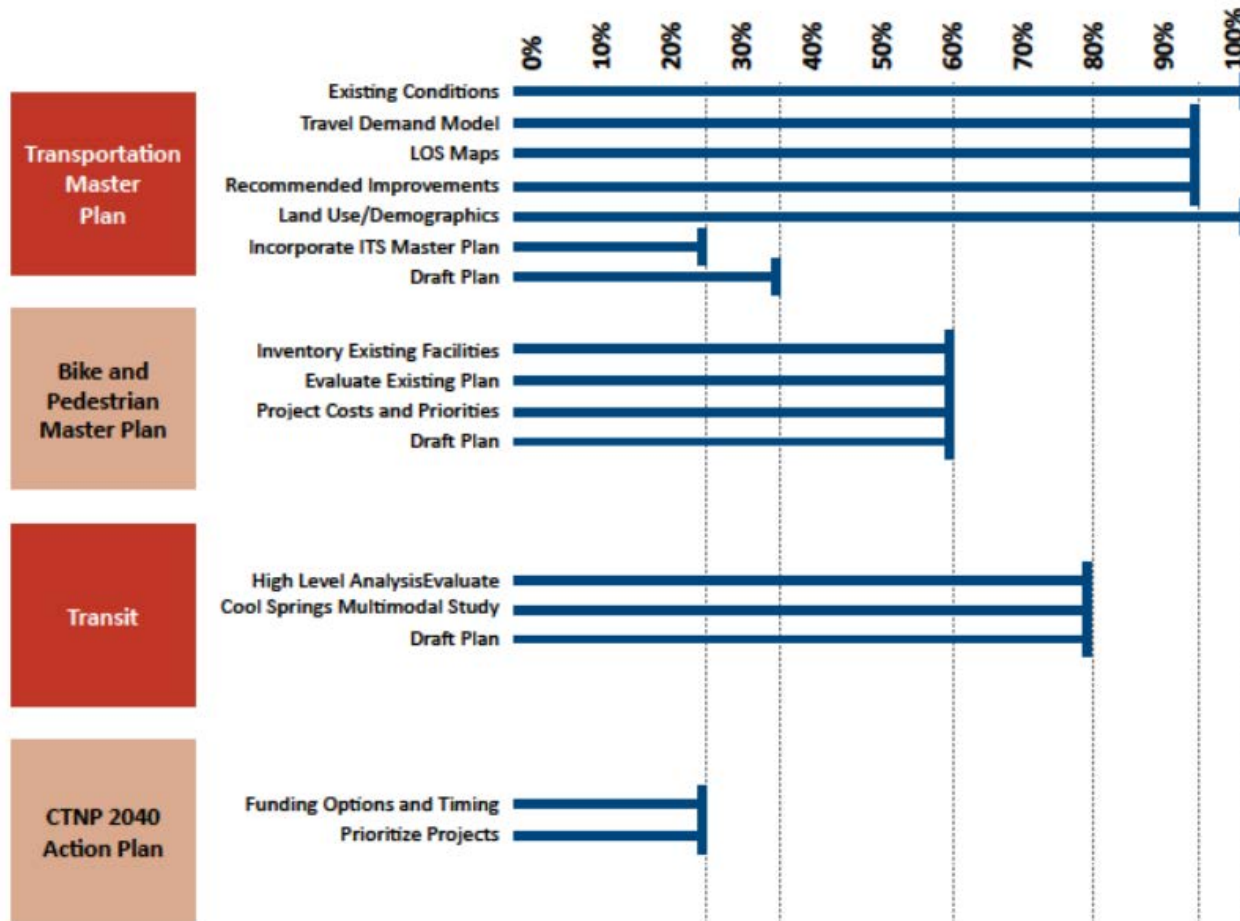


PROJECT UPDATE

BOMA Working Meeting
September 22, 2015



Project Update

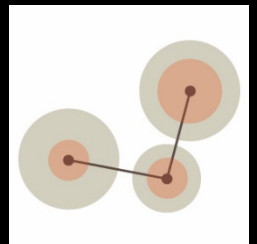




TRANSPORTATION PROJECT RATINGS

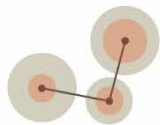
BOMA Working Meeting

September 22, 2015



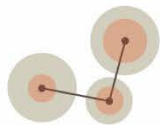
Project Ranking

- June 23, 2015 – Staff Presented project rankings to BOMA/FMPC at Workshop
- June 21, 2015 – Project survey was set out to all BOMA/FMPC Members for project prioritization
- August 27, 2015 – BOMA/FMPC updated transportation project prioritization based on completed surveys



Project Ranking

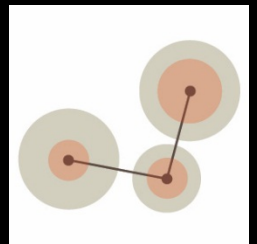
- Summary Prioritization
 - 58 Long Term Projects (FY 2040 Completion)
 - 23 Mid Term Projects (FY 2030 Completion)
 - 22 Short Term Projects (FY 2020 Completion)





Sample Project Cut Sheet

BOMA Working Meeting
September 22, 2015



SAMPLE PROJECT CUT SHEET

McEWEN DRIVE WILSON PIKE TO EASTERN CITY LIMITS

3

PROJECT OVERVIEW

OVERALL COST:	\$ TBD
TIME FRAME:	Short
PROJECT DRIVER:	City

PROJECT CHARACTER

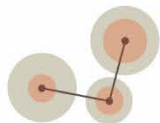
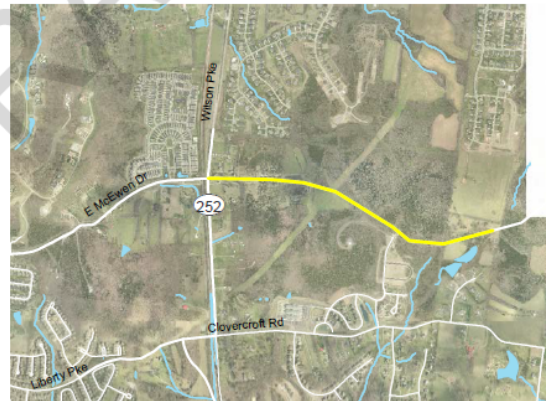
FUNCTIONAL CLASSIFICATION:	Major Arterial
CHARACTER CLASSIFICATION:	Suburban Residential
SEGMENT LENGTH:	1.24 miles
EXISTING LANES:	0
PROPOSED LANES:	2
RIGHT OF WAY ACQUISITION:	80 Feet

PROJECT SPECIFICS

LANE WIDTH:	12 Feet
MEDIAN:	Yes
CENTER TURN LANE:	No
CURB & GUTTER:	Yes
PARKING:	No
PEDESTRIAN FACILITY:	Sidewalk & Multi-Use Path
BICYCLE FACILITY:	Multi-Use Path
BICYCLE ROUTE:	Tier 3
TRANSIT FACILITY:	No

The extension of McEwen Drive from the current terminus at Wilson Pike, to the eastern City limits is an important connection to the City of Brentwood, unincorporated Williamson County, and Nolensville beyond. This roadway will serve existing and future residential development in the area and alleviate potential congestion issues along Wilson Pike. This project was initially approved as part of an agreement concerning municipal boundary adjustments between the City of Franklin and the City of Brentwood.

Ultimately this segment is proposed for future improvement to a 4-lane major arterial as project #66.



CONNECT FRANKLIN A COMPREHENSIVE TRANSPORTATION PLAN
CITY OF FRANKLIN, TENNESSEE



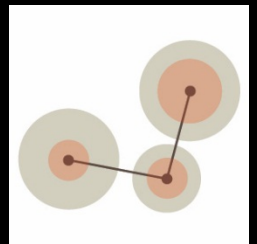
HISTORIC
FRANKLIN
TENNESSEE



Schedule of Future Discussions

BOMA Working Meeting

September 22, 2015



SCHEDULE OF FUTURE DISCUSSIONS

July

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Preliminary Approval of Project List and Maps

October

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Transit, Bike/Ped, Corridor Character Application

November

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Preliminary Approval of Transit, Bike/Ped, Corridor Character

December

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



BOMA Meeting



FMPC Meeting



FMPC Meeting - Final Presentation and Approval

January

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Overall Presentation of CTNP

February

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

Recommendation of Approval of CTNP

March

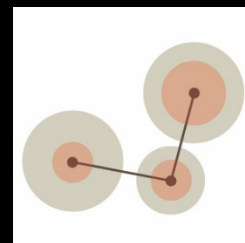
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20	21	22	23	24	25	26
27	28	29	30	31		



CONNECT FRANKLIN

A Comprehensive Transportation Plan

September 22, 2015



ONLINE ENGAGEMENT

Online tools for communication



PROJECT WEBSITE

- Provides project overview, FAQ, events and project documents
- 706 page views
- 201 unique visitors
- <http://www.connectfranklin.com/>



FACEBOOK

- Utilizing City of Franklin page
- Potential to reach 12,000 people
- Posts are being seen by 600-700 people
- Posts are being shared and commented on
- <https://www.facebook.com/ConnectFranklinPlan#!/CityOfFranklin?fref=ts>



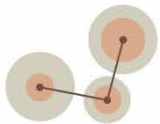
TWITTER

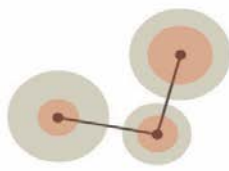
- Utilizing City of Franklin page
- Facebook feeds automatically link to Twitter
- Potential to reach over 9,000 people
- Posts are being retweeted
- <https://mobile.twitter.com/ConnectFranklin>



MINDMIXER

- Site linked to City Facebook page
- 8 open topics
- 90 participants
- 47 comments
- 7 shares
- <http://connectfranklin.mindmixer.com/>





CONNECT FRANKLIN
A COMPREHENSIVE TRANSPORTATION PLAN
CITY OF FRANKLIN, TENNESSEE

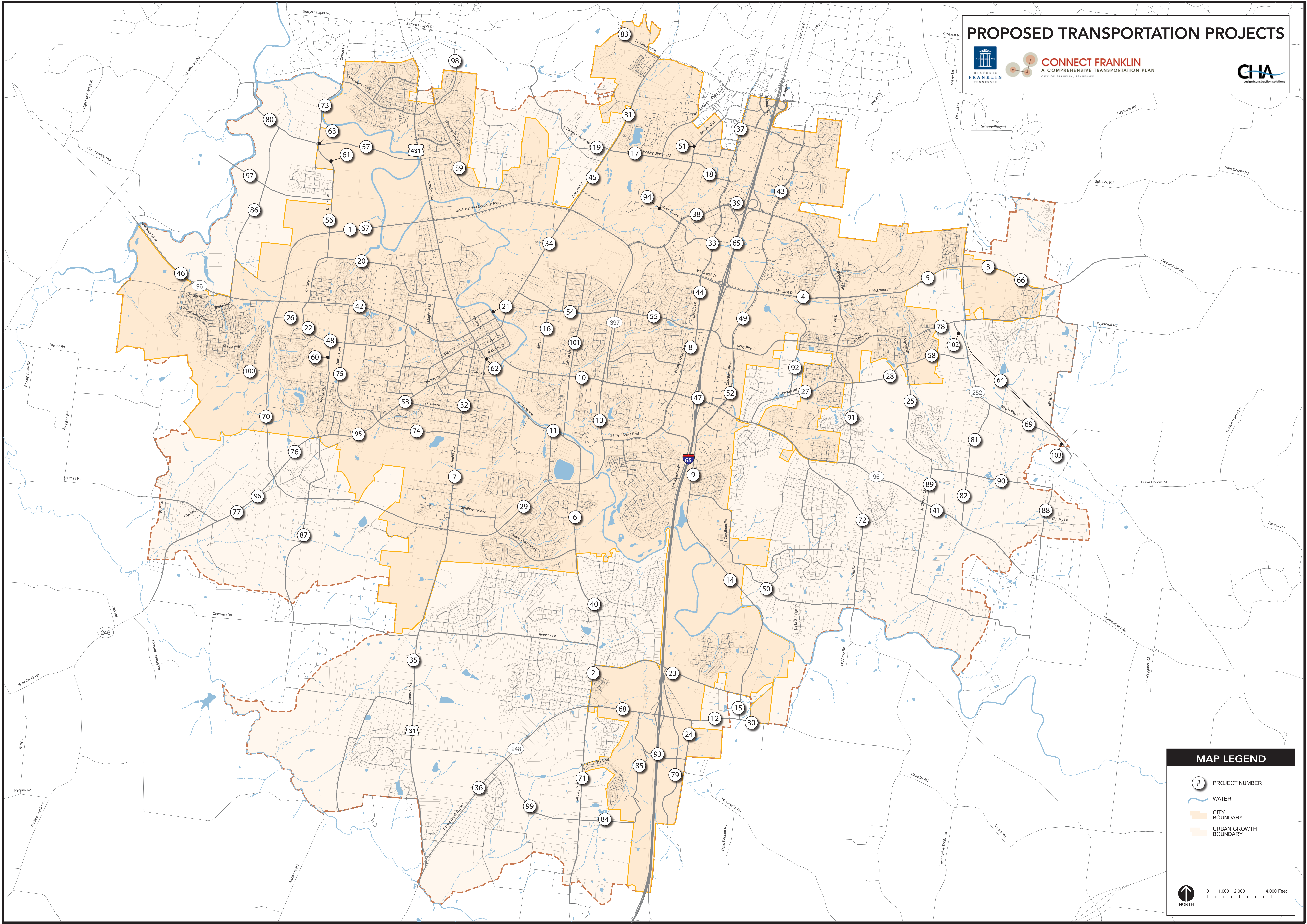
long

Project Number	Functional Class	Roadway	From	To	Project Description	COMBINED AVERAGE	FMPC/BOMA RANK	NEW MODEL TIMFRAME	OLD MODEL TIMEFRAME
103		New Roadway	Wilson Pike (SR-252)	Trinity Road	New 3 lane road to City standards	1.00	76	Long	Long
102		New Roadway	Liberty Pike Exension	Clovercroft Road	New 3 lane road to City standards	0.71	96	Long	Long
101		Ralston Lane	Murfreesboro Road (SR-96E)	Lewisburg Pike (US-431/SR-106)	New 2 lane road to City standards	0.86	88	Long	Long
100		Roadway Extension	Championship Boulevard	Willowsprings Boulevard	New 2 lane road to City Standards	1.14	64	Long	Long
99		New Roadway	Goose Creek Bypass (SR-248)	Lewisburg Pike (US-431/SR-106)	New 2 lane road to City Standards	1.00	76	Long	Long
98		Fieldstone Parkway Extension	Old South Berrys Chapel Road	Bexley Park Drive	New 2 lane road to City standards	0.57	101	Long	Long
97		New Roadway	Old Hillsboro Road (SR-46)	Carlise Lane Extension	New 2 lane road to City Standards	0.43	102	Long	Long
96	N/A	South Old Carters Creek Pike	Carters Creek Pike (SR-246)	Old Carters Creek Pike	Intersection improvement	1.14	64	Long	Long
95	N/A	North Old Carters Creek Pike	Carters Creek Pike (SR-246)	Old Carters Creek Pike	Intersection improvement	1.43	41	Long	Long
94	N/A	Intersection Improvement	Aspen Grove Drive	Seaboard Lane	Intersection improvement	1.00	76	Long	Long
93	Minor Collector	New Overpass	Chadwell Connector	Pratt Connector	New overpass	0.71	96	Long	Long
92	Minor Collector	John Williams Road	Turning Whell Lane	Clovercroft Road	New 2 lane road to City Standards (extension)	1.29	52	Long	Long
91	Minor Collector	Oxford Glen Drive	Clovercroft Road	Murfreesboro Road (SR-96E)	Upgrade to current standards	1.00	76	Long	Long
90	Minor Collector	North Chapel Road	Existing Western 90-degree curve	Trinity Road	New 2 Lane Road	1.00	76	Long	Long
89	Minor Collector	North Chapel Road	Murfreesboro Road (SR-96E)	Existing Western 90-degree curve	Upgrade to current standards	1.29	52	Long	Long
88	Minor Collector	Trinity Road	Wilson Pike (SR-252)	Murfreesboro Road (SR-96E)	Upgrade to current standards	1.29	52	Long	Long
87	Minor Collector	Horton Lane Extension	Terminus of Existing Horton Lane	Coleman Road	New 2 Lane Road	0.71	96	Long	Long
86	Minor Collector	New Roadway	Del Rio Pike	Old Charlotte Pike	New 2 Lane Road	0.86	88	Long	Long
85	Minor Collector	Chadwell Connector	Goose Creek Bypass (SR-248)	Lewisburg Pike Connector	New 2 Lane Road	0.86	88	Long	Long
84	Minor Collector	Lewisburg Pike Connector (New Road)	Lewisburg Pike (US-431/SR-106)	Chadwell Connector	New 2 Lane Road	1.14	64	Long	Long
83	Minor Collector	Lynnwood Way	North Berrys Chapel Road	Franklin Road (US-31/SR-6)	Widen from 2 to 4 lanes	0.71	96	Long	Long
82	Minor Collector	New Road (North Chapel Extension)	Murfreesboro Road (SR-96E)	Existing Eastern 90 degree curve	New 2 Lane Road	1.14	64	Long	Long
81	Minor Collector	North Chapel Road	Existing Eastern 90-degree curve	Wilson Pike (SR-252)	Upgrade to current standards	1.14	64	Long	Long
80	Minor Collector	Del Rio Pike	Old Hillsboro Road (SR-46)	Cotton Lane	Upgrade to current standards	1.00	76	Long	Long
79	Minor Collector	Pratt Lane Connector	Peytonsville Road	Pratt Lane	New 3 lane road	1.43	41	Long	Long
78	Minor Arterial	Liberty Pike Extension	Terminus of Existing Libery Pike	Wilson Pike (SR-252)	New 2 Lane Road	1.14	64	Long	Long
77	Minor Arterial	Carters Creek Pike (SR-246)	Coleman Road	Future Mack Hatcher Parkway (SR-397)	Widen from 2 to 4 lanes	0.86	88	Long	Long
76	Minor Arterial	Carters Creek Pike (SR-246)	Future Mack Hatcher Parkway (SR-397)	Downs Boulevard	Widen from 2 to 4 lanes	0.86	88	Long	Long
75	Major Collector	Downs Boulevard	New Highway 96 West (SR-96W)	Carters Creek Pike (SR-246)	Widen from 2 to 4 lanes	1.29	52	Long	Long
74	Major Collector	Downs Boulevard	Carters Creek Pike (SR-246)	Columbia Avenue (US-31/SR-6)	Widen from 2 to 4 lanes	1.14	64	Long	Long
73	Major Collector	Cotton Lane	Fieldstone Parkway	Del Rio Pike	Upgrade to current standards	1.14	64	Long	Long
72	Major Collector	Arno Road	Murfreesboro Road (SR-96E)	South Carothers Road	Widen from 2 to 4 lanes	0.86	88	Long	Long
71	Major Arterial	Lewisburg Pike (US-431/SR-106)	Goose Creek Bypass (SR-248)	McLemore Road	Widen from 2 to 4 lanes	0.71	96	Long	Long
70	Major Arterial	Mack Hatcher Parkway (SR-397)	New Highway 96 West (SR-96W)	Columbia Avenue (US-31/SR-6)	New 4 Lane Road	1.71	22	Long	Long
69	Major Arterial	Wilson Pike (SR-252)	East McEwen Drive	Trinity Road	Widen from 2 to 3 lanes	1.57	32	Long	Long
67	Major Arterial	Mack Hatcher Parkway (SR-397)	New Highway 96 West (SR-96W)	Hillsboro Road (US-431/SR-106)	Widen from 2 to 4 lanes	1.71	22	Long	Long
66	Major Arterial	East McEwen Drive	Wilson Pike (SR-252)	Eastern City Limits	Widen from 2 to 4 lanes	1.29	52	Long	Long
65	Freeway	I-65	Moores Lane (SR-441)	Murfreesboro Road (SR-96E)	Widen from 8 to 10 lanes	1.43	41	Long	Long
63	N/A	Intersection Improvement	Cotton Lane	New Road	Intersection improvement	1.00	76	Long	Medium
62	N/A	Intersection Improvement	South Margin Street	5th Avenue	Intersection improvement	1.14	64	Long	Medium
61	Minor Collector	New Roadway	Cotton Lane	Del Rio Pike	New 2 lane road	1.00	76	Long	Medium
60	Minor Collector	Horton Lane	Boyd Mill Ave	Winberry Drive	Upgrade to current standards	0.86	88	Long	Medium
59	Minor Collector	Spencer Creek Road	Hillsboro Road (US-431/SR-106)	Mack Hatcher Parkway (SR-397)	Upgrade to current standards	1.14	64	Long	Medium
57	Minor Collector	New Roadway	Cotton Lane	Hillsboro Road (US-431/SR-106)	New 2 Lane Road	1.00	76	Long	Medium
56	Minor Collector	Carlise Lane	Del Rio Pike	Stone Mill Lane	New 2 Lane Road	1.00	76	Long	Medium
55	Minor Arterial	Liberty Pike	Mack Hatcher Parkway (SR-397)	Mallory Lane	Widen from 3 to 4 lanes	1.43	41	Long	Medium
54	Minor Arterial	Liberty Pike	Franklin Road (US-31/SR-6)	Mack Hatcher Parkway (SR-397)	Widen from 3 to 4 lanes	1.14	64	Long	Medium
48	Major Collector	Boyd Mill Avenue	Franklin Green Parkway	Downs Boulevard	Upgrade to current standards	1.43	41	Long	Medium
46	Major Arterial	New Highway 96 West (SR-96W)	Old Hillsboro Road (SR-46)	Mack Hatcher Parkway (SR-397)	Widen from 2 to 4 lanes	1.29	52	Long	Medium
43	Major Arterial	Carothers Parkway	Bakers Bridge Avenue	Cool Springs Boulevard	Widen from 4 to 6 lanes	2.00	12	Long	Medium
42	Major Arterial	New Highway 96 West (SR-96W)	Mack Hatcher Parkway (SR-397)	7th Avenue North	Widen from 2 to 4 lanes	1.29	52	Long	Medium
41	Major Arterial	Murfreesboro Road (SR-96E)	Arno Road	Trinity Road	Widen from 2 to 4 lanes	1.43	41	Long	Medium
39	Major Arterial	Cool Springs Boulevard	Mallory Lane	Carothers Parkway	Widen from 4 to 6 lanes	1.43	41	Long	Medium
36	Major Arterial	Goose Creek Bypass (SR-248)	Columbia Avenue (US-31/SR-6)	Lewisburg Pike (US-431/SR-106)	Widen from 2 to 4 lanes	1.29	52	Long	Medium
35	Major Arterial	Columbia Avenue (US-31/SR-6)	Mack Hatcher Parkway (SR-397)	Goose Creek Bypass (SR-248)	Widen from 2 to 4 lanes	1.29	52	Long	Medium
26	Minor Collector	Boyd Mill Avenue Connector	Mack Hatcher Parkway (SR-397)	Boyd Mill Avenue	New 2 Lane Road	1.14	64	Long	Short
11	Major Arterial	Lewisburg Avenue (US-431/SR-106)	Railroad Tracks	Mack Hatcher Parkway (SR-397)	Upgrade to current standards	1.00	76	Long	Short
10	Major Arterial	Murfreesboro Road (SR-96E)	Harpeth River	Mack Hatcher Parkway (SR-397)	Widen from 2 and 3 lanes to 4 lanes	1.43	41	Long	Short

DRAFT PROJECT RANKING
BOMA Meeting
9/22/2015

	Project Number	Functional Class	Roadway	From	To	Project Description	COMBINED AVERAGE	FMPC/BOMA RANK	NEW MODEL TIMFRAME	OLD MODEL TIMEFRAME
medium	64		New Roadway	Wilson Pike (SR-252) (West Tunnel)	Tulloss Road	New 2 lane road	1.71	22	Medium	Medium
	58	Minor Collector	Clovercroft Road	Market Street	Wilson Pike (SR-252)	Upgrade to current standards	1.71	22	Medium	Medium
	53	Minor Arterial	West Main Street (SR-246)	Downs Boulevard	Natchez Street	Widen from 2 to 3 lanes	1.57	32	Medium	Medium
	52	Major Collector	Carothers Parkway	Liberty Pike	Murfreesboro Road (SR-96E)	Widen from 4 to 6 lanes	1.86	15	Medium	Medium
	51	Major Collector	Seaboard Lane	Crossroads Boulevard	Mallory Station Road	Upgrade to current standards	1.57	32	Medium	Medium
	50	Major Collector	South Carothers Road	Carothers Parkway	Arno Road	Upgrade to current standards	1.57	32	Medium	Medium
	49	Major Collector	Carothers Parkway	East McEwen Drive	Liberty Pike	Widen from 4 to 6 lanes	1.86	15	Medium	Medium
	44	Major Arterial	Mallory Lane	West McEwen Drive	Liberty Pike	Widen from 4 to 6 lanes	1.86	15	Medium	Medium
	40	Major Arterial	Lewisburg Pike (US-431/SR-106)	Holly Hill Drive	Old Peytonsville Rd	Widen from 2 to 4 lanes	1.71	22	Medium	Medium
	38	Major Arterial	Cool Springs Boulevard	Mack Hatcher Parkway (SR-397)	Mallory Lane	Widen from 4 to 6 lanes	1.57	32	Medium	Medium
	37	Major Arterial	Mallory Lane	Moores Lane (SR-441)	Mallory Station Road	Widen from 4 to 6 lanes	1.71	22	Medium	Medium
	33	Major Arterial	Mallory Lane	Mallory Station Road	West McEwen Drive	Widen from 4 to 6 lanes	1.57	32	Medium	Medium
	32	Major Arterial	Columbia Avenue (US-31/SR-6)	Fowlkes Street	Downs Boulevard	Widen from 2 to 3 lanes	1.71	22	Medium	Medium
	31	Major Arterial	Franklin Road (US-31/SR-6)	Moores Lane (SR-441)	Mallory Station	Widen from 2 to 4 lanes	1.57	32	Medium	Medium
	30	Major Arterial	Peytonsville Road	Carothers Parkway	Long Lane	New 4 Lane Road	1.71	22	Medium	Medium
	25	Minor Collector	Market Street	Clovercroft Road	North Chapel Extension	New 2 Lane Road	1.29	52	Medium	Short
	21	Major Collector	1st Avenue North	Bridge Street	North Margin Street	New 2 Lane Road	1.00	76	Medium	Short
	20	Major Collector	Del Rio Pike	Carlisle Lane	Poplar Grove School	Upgrade to current standards	1.86	15	Medium	Short
	18	Major Collector	Mallory Station Road	Seaboard Lane	Mallory Lane	Widen from 3 to 4 lanes	1.43	41	Medium	Short
	17	Major Collector	Mallory Station Road	Franklin Road (US-31/SR-6)	Seaboard Lane	Widen from 3 to 4 lanes	1.86	15	Medium	Short
short	16	Major Collector	Eddy Lane	Liberty Pike	Murfreesboro Road (SR-96E)	Widen from 2 to 3 lanes	0.86	88	Medium	Short
	4	Major Arterial	East McEwen Drive	Carothers Parkway	Cool Springs Boulevard	Widen from 4 to 6 lanes	1.86	15	Medium	Short
	3	Major Arterial	East McEwen Drive	Wilson Pike (SR-252)	Eastern City Limits	New 2 lane road	1.86	15	Medium	Short
	47	Major Arterial	Murfreesboro Road (SR-96E)	Western I-65 Ramp	Eastern I-65 Ramp	Widen to 10 lanes on the interstate bridge	2.29	4	Short	Medium
	45	Major Arterial	Franklin Road (US-31/SR-6)	Mallory Station	Mack Hatcher Parkway (SR-397)	Widen from 2 to 4 lanes	2.14	9	Short	Medium
	34	Major Arterial	Franklin Road (US-31/SR-6)	Mack Hatcher Parkway (SR-397)	Harpeth Industrial Court	Widen from 2 to 3 lanes	2.00	12	Short	Medium
	29	Major Arterial	Mack Hatcher Parkway (SR-397)	Columbia Avenue (US-31/SR-6)	Lewisburg Pike (US-431/SR-106)	Widen from 2 to 4 lanes	2.14	9	Short	Medium
	28	Minor Collector	Clovercroft Road	Oxford Glen Drive	Market Street	Upgrade to current standards	1.71	22	Short	Short
	27	Minor Collector	Clovercroft Road	Murfreesboro Road (SR-96E)	Oxford Glen Drive	Upgrade to current standards	1.57	32	Short	Short
	24	Minor Collector	Peytonsville Road	Long Lane	Pratt Lane	Upgrade to current standards	1.29	52	Short	Short
	23	Minor Collector	I-65 Overpass	Old Peytonsville Road	Long Lane	New overpass	2.29	4	Short	Short
	22	Major Collector	Boyd Mill Avenue	New Highway 96 West (SR-96W)	Franklin Green Parkway	Upgrade to current standards	1.43	41	Short	Short
	19	Major Collector	South Berrys Chapel Realignment	South Berrys Chapel	Mallory Station Road	Realign intersection at Franklin Road	1.29	52	Short	Short
	15	Major Collector	Carothers Parkway	Long Lane	Peytonsville Road	New 4 Lane Road	1.71	22	Short	Short
	14	Major Collector	Carothers Parkway	Existing 90-degree Curve (Falcon Creek)	Long Lane	Widen from 2 to 4	2.00	12	Short	Short
	13	Major Arterial	Mack Hatcher Parkway (SR-397)	Murfreesboro Road (SR-96E)	Lewisburg Pike (US-431/SR-106)	Widen from 2 to 4 lanes	2.86	2	Short	Short
	12	Major Arterial	Peytonsville Road	Carothers Parkway	Terminus of Existing Peytonsville Road	New 4 Lane Road	1.43	41	Short	Short
	9	Major Arterial	Carothers Parkway	Murfreesboro Road (SR-96E)	South Carothers Road	Widen from 2 to 4 lanes	2.29	4	Short	Short
	8	Major Arterial	North Royal Oaks Boulevard	Liberty Pike	Lakeview Drive	Widen from 2 to 4 lanes	1.57	32	Short	Short
	7	Major Arterial	Columbia Avenue (US-31)	Downs Boulevard	Mack Hatcher Parkway (SR-397)	Widen from 3 to 5 lanes	2.71	3	Short	Short
	6	Major Arterial	Lewisburg Pike (US-431/SR-106)	Mack Hatcher Parkway (SR-397)	Holly Hill Drive	Widen from 2 to 4 lanes	2.14	9	Short	Short
	5	Major Arterial	East McEwen Drive	Cool Springs Boulevard	Wilson Pike (SR-252)	Widen from 2 to 4 lanes	2.29	4	Short	Short
	2	Major Arterial	Lewisburg Pike (US-431/SR-106)	Old Peytonsville Road	Poplar Street	Widen from 2 to 4 lanes	2.29	4	Short	Short
	1	Major Arterial	Mack Hatcher Parkway (SR-397)	New Highway 96 West (SR-96W)	Hillsboro Road (US-431/SR-106)	New 2 Lane Road	3.00	1	Short	Short
			Franklin Road (US-31/SR-6)	Harpeth River Bridge	Harpeth Industrial Court	Enhancement/Streetscape			Short	

PROPOSED TRANSPORTATION PROJECTS



MAP LEGEND

- # PROJECT NUMBER
- WATER
- CITY BOUNDARY
- URBAN GROWTH BOUNDARY



0 1,000 2,000 4,000 Feet



4155 Shackleford Road
Suite 225
Norcross, GA 30093

770.270.1192 PHONE
770.270.1392 FAX

www.TRCsolutions.com

Attachment A
COF 2015-0287

July 7, 2015

Patricia Proctor
City of Franklin
Engineering Department
109 Third Avenue South
Franklin, TN 37065

**Subject: City of Franklin, TN – Ecology and Archaeology Scope of Work
for the Spencer Creek and South Prong Drainage Basin Gravity Sewer
Projects, Williamson County, Tennessee**

Dear Ms. Proctor:

TRC Environmental Corporation (TRC) has developed this Scope of Work in response to a request to conduct ecological and archaeological studies to support activities associated with the Spencer Creek Gravity Sewer Rehab Project and South Prong Drainage Basin Sewer Project. For this Scope of Work, TRC's understanding of the project and its limits come from those described in the information provided in the emails from Michael Orr of Hazen and Sawyer to Jared Barrett of TRC dated June 16-18, 2015. The proposed Spencer Creek Project consists of the planned installation of 1,622 linear feet of 36-inch gravity sewer line to replace an existing sewer section. The South Prong Drainage Basin Project consists of the planned installation of approximately 636 linear feet of 36-inch gravity sewer line to replace an existing sewer section. TRC's scope for natural resources and archaeological permitting support for the planned sewer improvements is described below:

Scope of Work

TRC's Scope of Work for the proposed Project includes the following tasks and assumptions.

Task 1 – Initial correspondence with USFWS and WRD

Prior to conducting the field assessment, TRC will conduct inquiries to the US Fish and Wildlife Service (USFWS) and Tennessee Department of Environment & Conservation (TDEC), Tennessee Natural Heritage Inventory Program to determine the federal and state listed species which could potentially be within the Project Study Area. TRC will consult the USFWS Information, Planning, and Conservation System (IPaC) to determine what federally listed species could occur in Williamson County, Tennessee. TRC will also review the TDEC Rare Species online Database to determine what state listed species could occur in Williamson County. TRC will also request a Project review by the TDEC and request a list of all tracked elements within three (3) miles of the Project Study Area.

City of Franklin – Spencer Creek and South Prong Drainage Basin Gravity Sewer Projects
Ecology and Archaeology Scope of Work
Williamson County, Tennessee
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Task 2 – Environmental Field Assessment

TRC environmental scientists will conduct a field assessment of the 1,622 linear foot Spencer Creek project route and the 636 linear foot South Prong Drainage Basin project route.

The field assessment will include the identification of potential waters of the United States (US) and/or the state of Tennessee. Identification of waters of the US will be conducted in accordance with the 1987 US Army Corps of Engineers (USACE) *Wetland Delineation Manual* and the 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0*. If found, limits of waters of the US and the state of Tennessee will be recorded using a Global Positioning System (GPS) unit capable of at least sub-meter accuracy. Unless requested, numerically and sequentially labeled flags denoting the location of waters of the US and/or the state of Tennessee will not be left in the field.

The field assessment will also include an evaluation of habitats within the Project Study Area for use by federal and/or state listed species. During the field assessments, ecologists will note habitat types available within the Study Area on field datasheets and by hand on aerial imagery. Only essential habitats for federally listed species will be recorded using a unit capable of sub-meter accuracy GPS. Unless requested, numerically labeled flags denoting the location of essential habitats will not be left in the field.

Assumptions for the field assessment are as follows:

- Prior to the field assessment, the City of Franklin or Hazen and Sawyer will provide TRC with current GIS shape files, to-scale aerial imagery, and plot plans detailing the proposed Project.
- The Spencer Creek Survey Area will not exceed ~1,622 linear feet.
- The South Prong Drainage Basin Survey Area will not exceed ~636 linear feet.
- The field survey for each project will not require more than a single visit conducted over the course of one (1) 10-hour day for two environmental scientists.

Task 3 – Waters of the United States and State of Tennessee Delineation Report

Based on the results of the Environmental Field Survey, TRC will prepare a Waters of the United States and State of Tennessee Delineation Report for each project site. Each report will include standard USACE Field Datasheets. The reports will be sufficient to support an Expanded Preliminary Jurisdictional Determination from the USACE-Nashville District.

Assumptions for the Reports are as follows: All features identified as potentially jurisdictional Waters of the United States (e.g., wetlands, streams, waterbodies, drainages) will be treated as jurisdictional Waters of the United States. (Assertion that these features are isolated/non-jurisdictional requires analysis of significant nexus and coordination with the USACE and US Environmental Protection Agency, which is beyond this scope.)

Task 4 – USFWS Informal Consultation

Based on the results of the Environmental Field Survey, TRC will prepare a Federal and/or State Listed Species Report (letter report). The letter report will provide a summary of the habitats



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Williamson County, Tennessee
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identified within the Project Study Area and state whether or not these habitats could support federally and/or state listed species. A suggested effects determination for each species will also be included as part of the report.

Upon client approval of the Report, TRC will forward the Report to the USFWS for concurrence, thus concluding informal consultation under the Endangered Species Act, Migratory Bird Treaty Act, and the Bald and Golden Eagle Protection Act.

Assumptions for the USFWS Informal Consultation are as follows:

- No essential habitat or designated critical habitat for federally listed species are located within the Project Study Area and therefore, species specific surveys are not required.
- The USFWS will not request a field visit to verify the results of the Federal and/or State Listed Species Report.
- If habitat for federally listed species is found, the Project can be designed, constructed, and operated in such a manner as to support a “*may affect, not likely to adversely affect*” determination.

Task 5 – Archaeological Survey and Reporting

The Phase I archaeological survey of the Spencer Creek and South Prong Drainage Basin Gravity Sewer Projects will be conducted in compliance with Section 106 of the National Historic Preservation Act (as amended) and its implementing regulations at 36 CFR 800 in association with federal permit requirements for the Project. The archaeological Area of Potential Effects (APE) for the proposed Spencer Creek sewer improvements is approximately 1622 linear feet in length and 70 feet wide. The archaeological APE for the proposed South Prong Drainage Basin sewer improvements is approximately 636 linear feet in length and 70 feet wide.

The survey will closely follow and meet all guidelines for Phase I investigations as defined by the Tennessee State Historic Preservation Office (SHPO). The assessment will include the following:

- A review and search of the archaeological site records for the general project area;
- A field inspection to determine the presence, density, and distribution of archaeological resources within the direct APE, including an evaluation of the potential for buried sites;
- An evaluation of previously identified and newly discovered archaeological resource locations, including recommendations on whether or not the resources are eligible for inclusion on the National Register of Historic Places (NRHP).

Background Research

As an initial step in the project, TRC will carry out a systematic background and records search using the resources of the Tennessee Division of Archaeology (TDOA). This work will review state files on previously recorded archaeological sites in the project vicinity, as well as additional pertinent documentation such as NRHP nomination forms, reports on relevant archaeological investigations, and published and unpublished historical studies of the area. This research will help project staff predict what archaeological resources might be encountered in the study and



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Williamson County, Tennessee
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help place all finds within a proper context for interpretation. The results of the literature and records search will be fully documented in the project report.

Archaeological Survey

The in-field archaeological survey will combine systematic pedestrian examination of all exposed ground surfaces and shovel testing of land having poor surface visibility. Those areas with greater than 50 percent ground visibility and/or greater than 20 percent slope (e.g. recently plowed agricultural fields and other areas cleared of vegetation) will be visually inspected for cultural materials. Areas that are relatively level and contain less than 50 percent ground surface visibility will require systematic shovel testing at 100-foot intervals. Shovel tests will consist of 12 x 12 inch excavations into subsoil. All soil will be screened through ¼-inch mesh hardware cloth to insure uniform artifact recovery. Notes will be maintained on each shovel test excavated.

Once an archaeological site is identified, shovel testing will be conducted in a cruciform pattern (north-south, east-west) across the site within the APE at 32-foot intervals, in order to define the site boundaries and gather data on horizontal and vertical artifact distributions. All excavated dirt from those tests will be screened through ¼-inch mesh hardware cloth, and all artifacts will be segregated by provenience. All identified sites will be photographed with digital cameras, and standardized notes will be taken on the site and landscape. Sites will be mapped using hand-held submeter GPS equipment. TDOA Site Survey Forms will be completed for all sites identified during the survey.

Following the fieldwork, all artifacts, notes, maps, photographs, and other project materials will be returned to the TRC laboratory in Nashville for analysis. Laboratory analysis will include a complete catalog of all recovered material, with special attention paid to materials that are temporally diagnostic or can help determine the function of the site at discrete points in time. The analyses will proceed following established laboratory protocols for Southeastern Archaeology. Upon completion of the analysis, TRC will prepare all records, maps, photographs, artifacts, and other recovered materials for permanent curation according to the standards of the TDOA.

Reporting

Two separate draft reports for the Spencer Creek and South Prong Drainage Basin Sewer Projects will be submitted to you within three weeks of the completion of field work. The reports will include USGS maps depicting the locations of all recorded resources color-coded as to their NRHP eligibility recommendation, other appropriate maps and graphics, the environmental background and regional cultural history of the project area, the results of the literature and records search, the results of the fieldwork, and analysis of the results. Each report will include sufficient information for assessing the nature and extent of any resources located within the project areas, and evaluate the need for further investigations to determine or confirm NRHP eligibility. Recommendations for further work relative to Phase II testing programs will be provided at this time.

The project deliverables for the archaeological survey portion of the project will consist of three (3) copies of a draft technical report, and three (3) bound copies of the final technical report. Digital copies of the reports in pdf format will also be supplied to you on CDs. The client will be



City of Franklin – Spencer Creek and South Prong Drainage Basin Gravity Sewer Projects
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Williamson County, Tennessee
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responsible for submitting the draft reports to the USACE and the TN-SHPO for their formal review of our findings and recommendations. We will revise the draft reports and issue the final versions promptly as requested in agency comments.

Our budget for this Scope of Work is **\$22,500** (i.e., \$11,250 for each project). Note that preparation of permit applications (e.g., for a USACE Nationwide Permit for a TDEC Aquatic Resource Alteration Permit) is beyond this scope. The budget is offered on a fixed price basis, and payment terms are net 30 days in accordance with TRC's Standard Terms and Rate Schedule (attached). We are prepared to begin mobilization on the project immediately upon receipt of a signed authorization to proceed. We estimate that the proposed Scope of Work can be completed within one month of authorization.

TRC would not undertake out-of-scope work without prior authorization from the City of Franklin, including authorization for out-of-scope activities, level of effort, and costs. Our project services will be billed as a single invoice for the project.

If you would like us to proceed with the work described above, please sign the authorization line below and return it to me via email (HGuidry@trcsolutions.com) or fax (615.884.4431). Feel free to contact me at 615.884.4430 (ext 23) if you have questions about this proposal, and thank you for the opportunity to team with you on this project.

Sincerely,



Hannah Guidry
Project Manager
TRC Environmental Corporation

Andy Lydick
Office Practice Leader – Norcross/Nashville
TRC Environmental Corporation

cc: Jason Lancaster -TRC

Authorization:

The City of Franklin authorizes TRC to carry out the work described above for an estimated price of **\$22,500**, to be billed on a fixed price basis in accordance with TRC's Standard Terms and Rates (attached).

Signature	Printed Name	Title	Date
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2015 TRC Environmental Standard Rate Schedule

CODE	TRC Labor Classification/Category	Hourly Labor Rate
	Principal/Princ. Sci./Princ. Eng.	
A4	Level IV	\$278
A3	Level III	\$241
A2	Level II	\$214
A1	Level I	\$198
	Project Manager	
B4	Level IV	\$193
B3	Level III	\$171
B2	Level II	\$150
B1	Level I	\$132
	Senior Scientist/Planner/Engineer	
C4	Level IV	\$182
C3	Level III	\$164
C2	Level II	\$141
C1	Level I	\$117
	Scientist/Planner/Engineer	
D4	Level IV	\$112
D3	Level III	\$97
D2	Level II	\$85
D1	Level I	\$74
	Designer/Technician/Inspectors	
E4	Level IV	\$97
E3	Level III	\$84
E2	Level II	\$64
E1	Level I	\$43
	Drafting/CADD/GIS	
F4	Level IV	\$112
F3	Level III	\$97
F2	Level II	\$75
F1	Level I	\$64
	Project Support/Clerical	
G4	Level IV	\$102
G3	Level III	\$80
G2	Level II	\$64
G1	Level I	\$54

A 15% ODC Mark-up will be added to non-labor costs and expenses/ODCs to address client insurance, AP processing, procurement, contracting and client warrantee of performance.

A 6% Communication Fee will be applied to all labor charges in lieu of separate reimbursement for routine photocopying, faxing, computer usage, telephone charges and routine postage costs.

Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.

All TRC Rates are subject to an annual calendar year escalation.

All invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.

This rate table is not to be used for Litigation or Litigation Support Services.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0287**

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

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

**Ecological and Archaeological Survey for the Spencer Creek and
South Prong Drainage Basin Sanitary Sewer Projects**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical and/or survey services and related technical services for the Project in accordance with the Scope of Work. The Scope of Work as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid a Lump Sum Fee as contained in **Attachment A** in the Amount of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00)
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging

independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this 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 contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

6.3 Should City request changes in the scope, extent, or character of the Project, the 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 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because

of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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



4155 Shackleford Road
Suite 225
Norcross, GA 30093

770.270.1192 PHONE
770.270.1392 FAX

www.TRCsolutions.com

Attachment A
COF 2015-0287

July 7, 2015

Patricia Proctor
City of Franklin
Engineering Department
109 Third Avenue South
Franklin, TN 37065

**Subject: City of Franklin, TN – Ecology and Archaeology Scope of Work
for the Spencer Creek and South Prong Drainage Basin Gravity Sewer
Projects, Williamson County, Tennessee**

Dear Ms. Proctor:

TRC Environmental Corporation (TRC) has developed this Scope of Work in response to a request to conduct ecological and archaeological studies to support activities associated with the Spencer Creek Gravity Sewer Rehab Project and South Prong Drainage Basin Sewer Project. For this Scope of Work, TRC's understanding of the project and its limits come from those described in the information provided in the emails from Michael Orr of Hazen and Sawyer to Jared Barrett of TRC dated June 16-18, 2015. The proposed Spencer Creek Project consists of the planned installation of 1,622 linear feet of 36-inch gravity sewer line to replace an existing sewer section. The South Prong Drainage Basin Project consists of the planned installation of approximately 636 linear feet of 36-inch gravity sewer line to replace an existing sewer section. TRC's scope for natural resources and archaeological permitting support for the planned sewer improvements is described below:

Scope of Work

TRC's Scope of Work for the proposed Project includes the following tasks and assumptions.

Task 1 – Initial correspondence with USFWS and WRD

Prior to conducting the field assessment, TRC will conduct inquiries to the US Fish and Wildlife Service (USFWS) and Tennessee Department of Environment & Conservation (TDEC), Tennessee Natural Heritage Inventory Program to determine the federal and state listed species which could potentially be within the Project Study Area. TRC will consult the USFWS Information, Planning, and Conservation System (IPaC) to determine what federally listed species could occur in Williamson County, Tennessee. TRC will also review the TDEC Rare Species online Database to determine what state listed species could occur in Williamson County. TRC will also request a Project review by the TDEC and request a list of all tracked elements within three (3) miles of the Project Study Area.

City of Franklin – Spencer Creek and South Prong Drainage Basin Gravity Sewer Projects
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Williamson County, Tennessee
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Task 2 – Environmental Field Assessment

TRC environmental scientists will conduct a field assessment of the 1,622 linear foot Spencer Creek project route and the 636 linear foot South Prong Drainage Basin project route.

The field assessment will include the identification of potential waters of the United States (US) and/or the state of Tennessee. Identification of waters of the US will be conducted in accordance with the 1987 US Army Corps of Engineers (USACE) *Wetland Delineation Manual* and the 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0*. If found, limits of waters of the US and the state of Tennessee will be recorded using a Global Positioning System (GPS) unit capable of at least sub-meter accuracy. Unless requested, numerically and sequentially labeled flags denoting the location of waters of the US and/or the state of Tennessee will not be left in the field.

The field assessment will also include an evaluation of habitats within the Project Study Area for use by federal and/or state listed species. During the field assessments, ecologists will note habitat types available within the Study Area on field datasheets and by hand on aerial imagery. Only essential habitats for federally listed species will be recorded using a unit capable of sub-meter accuracy GPS. Unless requested, numerically labeled flags denoting the location of essential habitats will not be left in the field.

Assumptions for the field assessment are as follows:

- Prior to the field assessment, the City of Franklin or Hazen and Sawyer will provide TRC with current GIS shape files, to-scale aerial imagery, and plot plans detailing the proposed Project.
- The Spencer Creek Survey Area will not exceed ~1,622 linear feet.
- The South Prong Drainage Basin Survey Area will not exceed ~636 linear feet.
- The field survey for each project will not require more than a single visit conducted over the course of one (1) 10-hour day for two environmental scientists.

Task 3 – Waters of the United States and State of Tennessee Delineation Report

Based on the results of the Environmental Field Survey, TRC will prepare a Waters of the United States and State of Tennessee Delineation Report for each project site. Each report will include standard USACE Field Datasheets. The reports will be sufficient to support an Expanded Preliminary Jurisdictional Determination from the USACE-Nashville District.

Assumptions for the Reports are as follows: All features identified as potentially jurisdictional Waters of the United States (e.g., wetlands, streams, waterbodies, drainages) will be treated as jurisdictional Waters of the United States. (Assertion that these features are isolated/non-jurisdictional requires analysis of significant nexus and coordination with the USACE and US Environmental Protection Agency, which is beyond this scope.)

Task 4 – USFWS Informal Consultation

Based on the results of the Environmental Field Survey, TRC will prepare a Federal and/or State Listed Species Report (letter report). The letter report will provide a summary of the habitats



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Williamson County, Tennessee
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identified within the Project Study Area and state whether or not these habitats could support federally and/or state listed species. A suggested effects determination for each species will also be included as part of the report.

Upon client approval of the Report, TRC will forward the Report to the USFWS for concurrence, thus concluding informal consultation under the Endangered Species Act, Migratory Bird Treaty Act, and the Bald and Golden Eagle Protection Act.

Assumptions for the USFWS Informal Consultation are as follows:

- No essential habitat or designated critical habitat for federally listed species are located within the Project Study Area and therefore, species specific surveys are not required.
- The USFWS will not request a field visit to verify the results of the Federal and/or State Listed Species Report.
- If habitat for federally listed species is found, the Project can be designed, constructed, and operated in such a manner as to support a “*may affect, not likely to adversely affect*” determination.

Task 5 – Archaeological Survey and Reporting

The Phase I archaeological survey of the Spencer Creek and South Prong Drainage Basin Gravity Sewer Projects will be conducted in compliance with Section 106 of the National Historic Preservation Act (as amended) and its implementing regulations at 36 CFR 800 in association with federal permit requirements for the Project. The archaeological Area of Potential Effects (APE) for the proposed Spencer Creek sewer improvements is approximately 1622 linear feet in length and 70 feet wide. The archaeological APE for the proposed South Prong Drainage Basin sewer improvements is approximately 636 linear feet in length and 70 feet wide.

The survey will closely follow and meet all guidelines for Phase I investigations as defined by the Tennessee State Historic Preservation Office (SHPO). The assessment will include the following:

- A review and search of the archaeological site records for the general project area;
- A field inspection to determine the presence, density, and distribution of archaeological resources within the direct APE, including an evaluation of the potential for buried sites;
- An evaluation of previously identified and newly discovered archaeological resource locations, including recommendations on whether or not the resources are eligible for inclusion on the National Register of Historic Places (NRHP).

Background Research

As an initial step in the project, TRC will carry out a systematic background and records search using the resources of the Tennessee Division of Archaeology (TDOA). This work will review state files on previously recorded archaeological sites in the project vicinity, as well as additional pertinent documentation such as NRHP nomination forms, reports on relevant archaeological investigations, and published and unpublished historical studies of the area. This research will help project staff predict what archaeological resources might be encountered in the study and



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Williamson County, Tennessee
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help place all finds within a proper context for interpretation. The results of the literature and records search will be fully documented in the project report.

Archaeological Survey

The in-field archaeological survey will combine systematic pedestrian examination of all exposed ground surfaces and shovel testing of land having poor surface visibility. Those areas with greater than 50 percent ground visibility and/or greater than 20 percent slope (e.g. recently plowed agricultural fields and other areas cleared of vegetation) will be visually inspected for cultural materials. Areas that are relatively level and contain less than 50 percent ground surface visibility will require systematic shovel testing at 100-foot intervals. Shovel tests will consist of 12 x 12 inch excavations into subsoil. All soil will be screened through ¼-inch mesh hardware cloth to insure uniform artifact recovery. Notes will be maintained on each shovel test excavated.

Once an archaeological site is identified, shovel testing will be conducted in a cruciform pattern (north-south, east-west) across the site within the APE at 32-foot intervals, in order to define the site boundaries and gather data on horizontal and vertical artifact distributions. All excavated dirt from those tests will be screened through ¼-inch mesh hardware cloth, and all artifacts will be segregated by provenience. All identified sites will be photographed with digital cameras, and standardized notes will be taken on the site and landscape. Sites will be mapped using hand-held submeter GPS equipment. TDOA Site Survey Forms will be completed for all sites identified during the survey.

Following the fieldwork, all artifacts, notes, maps, photographs, and other project materials will be returned to the TRC laboratory in Nashville for analysis. Laboratory analysis will include a complete catalog of all recovered material, with special attention paid to materials that are temporally diagnostic or can help determine the function of the site at discrete points in time. The analyses will proceed following established laboratory protocols for Southeastern Archaeology. Upon completion of the analysis, TRC will prepare all records, maps, photographs, artifacts, and other recovered materials for permanent curation according to the standards of the TDOA.

Reporting

Two separate draft reports for the Spencer Creek and South Prong Drainage Basin Sewer Projects will be submitted to you within three weeks of the completion of field work. The reports will include USGS maps depicting the locations of all recorded resources color-coded as to their NRHP eligibility recommendation, other appropriate maps and graphics, the environmental background and regional cultural history of the project area, the results of the literature and records search, the results of the fieldwork, and analysis of the results. Each report will include sufficient information for assessing the nature and extent of any resources located within the project areas, and evaluate the need for further investigations to determine or confirm NRHP eligibility. Recommendations for further work relative to Phase II testing programs will be provided at this time.

The project deliverables for the archaeological survey portion of the project will consist of three (3) copies of a draft technical report, and three (3) bound copies of the final technical report. Digital copies of the reports in pdf format will also be supplied to you on CDs. The client will be



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responsible for submitting the draft reports to the USACE and the TN-SHPO for their formal review of our findings and recommendations. We will revise the draft reports and issue the final versions promptly as requested in agency comments.

Our budget for this Scope of Work is **\$22,500** (i.e., \$11,250 for each project). Note that preparation of permit applications (e.g., for a USACE Nationwide Permit for a TDEC Aquatic Resource Alteration Permit) is beyond this scope. The budget is offered on a fixed price basis, and payment terms are net 30 days in accordance with TRC's Standard Terms and Rate Schedule (attached). We are prepared to begin mobilization on the project immediately upon receipt of a signed authorization to proceed. We estimate that the proposed Scope of Work can be completed within one month of authorization.

TRC would not undertake out-of-scope work without prior authorization from the City of Franklin, including authorization for out-of-scope activities, level of effort, and costs. Our project services will be billed as a single invoice for the project.

If you would like us to proceed with the work described above, please sign the authorization line below and return it to me via email (HGuidry@trcsolutions.com) or fax (615.884.4431). Feel free to contact me at 615.884.4430 (ext 23) if you have questions about this proposal, and thank you for the opportunity to team with you on this project.

Sincerely,



Hannah Guidry
Project Manager
TRC Environmental Corporation

Andy Lydick
Office Practice Leader – Norcross/Nashville
TRC Environmental Corporation

cc: Jason Lancaster -TRC

Authorization:

The City of Franklin authorizes TRC to carry out the work described above for an estimated price of **\$22,500**, to be billed on a fixed price basis in accordance with TRC's Standard Terms and Rates (attached).

Signature	Printed Name	Title	Date
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2015 TRC Environmental Standard Rate Schedule

CODE	TRC Labor Classification/Category	Hourly Labor Rate
	Principal/Princ. Sci./Princ. Eng.	
A4	Level IV	\$278
A3	Level III	\$241
A2	Level II	\$214
A1	Level I	\$198
	Project Manager	
B4	Level IV	\$193
B3	Level III	\$171
B2	Level II	\$150
B1	Level I	\$132
	Senior Scientist/Planner/Engineer	
C4	Level IV	\$182
C3	Level III	\$164
C2	Level II	\$141
C1	Level I	\$117
	Scientist/Planner/Engineer	
D4	Level IV	\$112
D3	Level III	\$97
D2	Level II	\$85
D1	Level I	\$74
	Designer/Technician/Inspectors	
E4	Level IV	\$97
E3	Level III	\$84
E2	Level II	\$64
E1	Level I	\$43
	Drafting/CADD/GIS	
F4	Level IV	\$112
F3	Level III	\$97
F2	Level II	\$75
F1	Level I	\$64
	Project Support/Clerical	
G4	Level IV	\$102
G3	Level III	\$80
G2	Level II	\$64
G1	Level I	\$54

A 15% ODC Mark-up will be added to non-labor costs and expenses/ODCs to address client insurance, AP processing, procurement, contracting and client warrantee of performance.

A 6% Communication Fee will be applied to all labor charges in lieu of separate reimbursement for routine photocopying, faxing, computer usage, telephone charges and routine postage costs.

Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.

All TRC Rates are subject to an annual calendar year escalation.

All invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.

This rate table is not to be used for Litigation or Litigation Support Services.

RESOLUTION 2015-78

TO BE ENTITLED: “A RESOLUTION TO AUTHORIZE THE CITY OF FRANKLIN TO SUBMIT AN APPLICATION TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES FY2016 GRANT PROGRAM.”

WHEREAS, the Transportation Alternatives Grant program is a competitive grant program that funds transportation alternatives-related projects such as pedestrian facilities and safe routes for non-drivers; and

WHEREAS, the City of Franklin (City) seeks to apply for a Transportation Alternatives Grant with the Tennessee Department of Transportation (TDOT) in order to finance the construction of a multi-use path along State Route (SR) 96 West; and

WHEREAS, prior to submitting a 2016 application, the City is required to hold a design public involvement meeting to notify the local community of the intended project scope; and

WHEREAS, the twenty percent (20%) non-federal construction share of the proposed project must be provided as a hard cash match, and all preliminary engineering (PE), design and right-of-way expenditures are solely the responsibility of the City ; and

WHEREAS, the project must obtain construction authorization from TDOT within three (3) years of the Transportation Alternative Grant award date and it must be completed within five (5) years of the award date; and

WHEREAS, the City of Franklin Board of Mayor and Aldermen have identified the SR 96 West multi-use path as a priority project to provide pedestrian facilities and a safe route for non-drivers.; and

WHEREAS, the Board of Mayor and Aldermen find it in the best interest of the City to seek this Transportation Alternative Grant.

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

That Dr. Ken Moore, Mayor, is authorized to sign and submit an application for the Transportation Alternatives FY2016 Grant Program to the Tennessee Department of Transportation that would fund the construction of multi-use path along SR 96 (from Vera Valley Road to 11th Avenue North).

Approved this 13th day of October, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

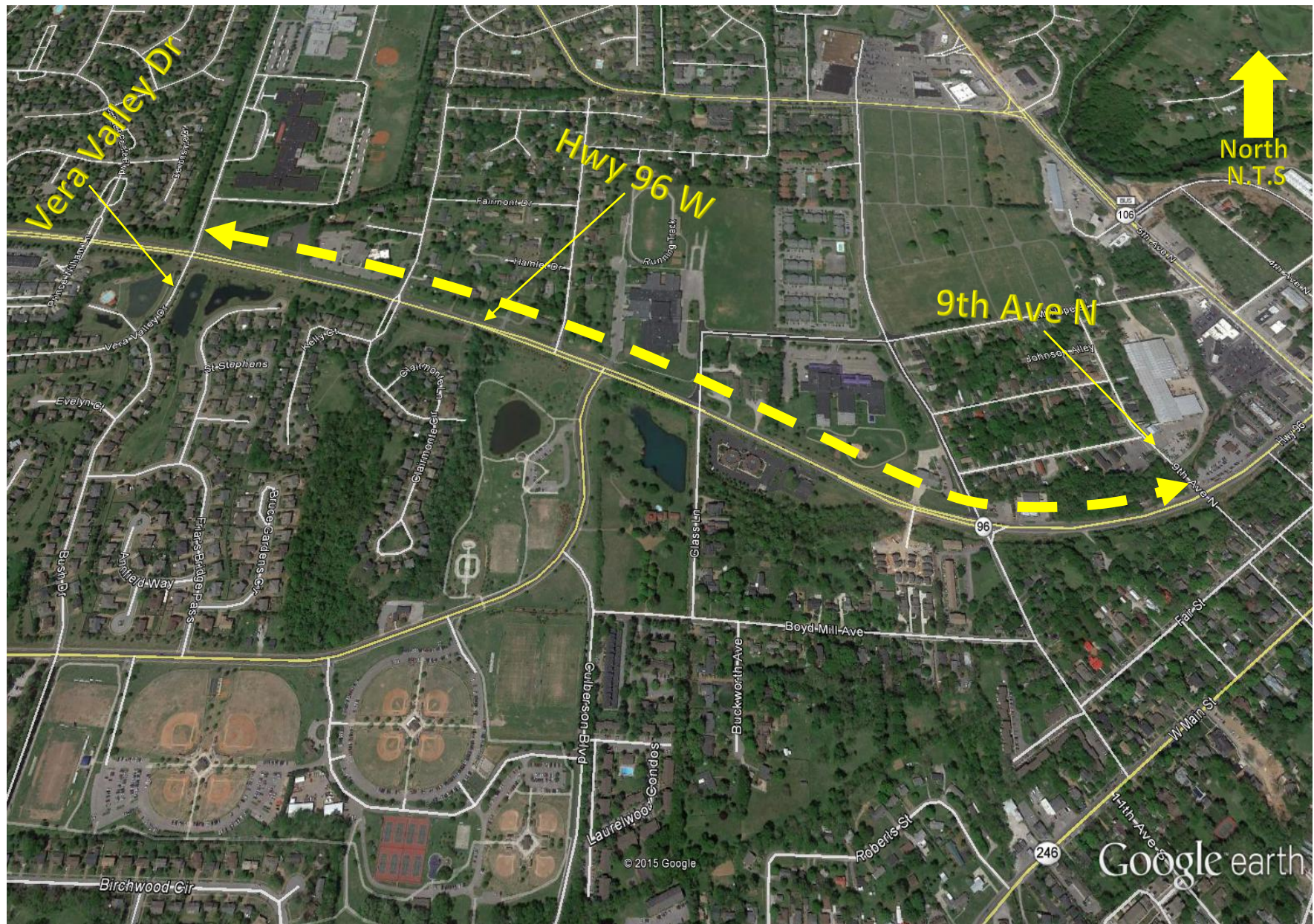
BY: _____
ERIC S. STUCKEY
City Administrator/Recorder

BY: _____
DR. KEN MOORE
Mayor

Approved as to form by

Shauna Billingsley, City Attorney

SR 96 W Multi-Use Trail



CITY OF FRANKLIN
TENNESSEE

MEMO

TO: Board of Mayor and Aldermen

FROM: Public Works Committee *BY: D.P.*

RE: Policy on Water and Sewer Availability
Within City Boundaries

DATE: October 27, 1992

At our last Public Works Committee meeting we voted (3-0) to approve and recommend to the full Board the conditions that must be met for granting of water and sewer availability within the City's boundaries. The required conditions are as follows:

1. The City has availability capacity in its collection and/or distribution systems and the treatment facilities required to handle the additions expected sewage discharge and/or water demand for the proposed project(s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions of the water and/or sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 1/2) year time limit for the start of construction on the project; and
4. The Board determines that such extension of water and sewer is in the best interest of the water and sewer customers of the City and in the public interest generally.

BOARD APPROVED

11-10-92

cc: David Parker
Marshall Liggett
Ted Cook
Doug Berry
June Baker
Lennice Smithson

RESOLUTION 2015-32

TO BE ENTITLED A “ RESOLUTION TO AMEND THE CITY POLICY ON WATER AND SANITARY SEWER AVAILABILITY”

WHEREAS, in August of 1986 the Board of Mayor and Aldermen adopted a policy which prohibited the extension of sanitary sewer mains outside the City Limits; and

WHEREAS, in November of 1992 this policy was rescinded and the extension of sanitary sewer mains outside the City Limits was allowed with certain conditions; and

WHEREAS, the connection to a central wastewater treatment system and the elimination of on-site treatment promotes the health, safety and welfare of all residents by protecting the environment and providing for regulatory safeguards.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, to adopt the following policy on Water and Sanitary Sewer Availability regardless of whether the property is inside or outside of the City Limits:

1. The City has available capacity in its collection and/or distribution systems and the treatment facilities required to handle the additional expected sanitary sewage discharge and/or water demand for the proposed projects (s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions and/or necessary upgrades of the water and/or sanitary sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 ½) year time limit for the start of construction on the project; and
4. Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City’s Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City’s corporate limits or when not contiguous to the City’s corporate limits, as determined by the Board of Mayor and Aldermen; and
5. The Board of Mayor and Aldermen determines that such extension(s) of water and/or sanitary sewer service is in the best interest of the water and sanitary sewer customers of the City and in the public interest generally.

BE IT FURTHER RESOLVED, that the City Administrator shall be authorized to execute the standard annexation agreement, as shown in Attachment A, without first seeking approval from the Board of Mayor and Aldermen.

IT IS SO RESOLVED AND DONE on this 13th day of October, 2015.

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

**ANNEXATION AGREEMENT
COF CONTRACT NO 2015-_____**

This Agreement is between the City of Franklin, Tennessee (“City”) and _____ (“Owners”), and is entered into on this the _____ day of _____, 20____.

WHEREAS, the Owners have submitted an availability request for utility service to the City; and

WHEREAS, the Franklin Board of Mayor and Aldermen (BOMA) have adopted Conditions and Requirements to Obtain Water and Sanitary Sewer Availability (date of adoption?); and

WHEREAS, the Conditions and Requirements to Obtain Water and Sanitary Sewer Availability require annexation at such time the property becomes continuous to the City’s corporate limits or as determined by the BOMA.

NOW THEREFORE, the City and the Owners, their successors and assigns, do hereby agree as follows:

1. Owners represent that they are the legal Owners of the following real estate located in Williamson County, Tennessee:

(Provide address and/or Map and Parcel Number for property to be served)

2. In Exchange for the City’s agreement to allow Owners to connect their property to one or more of the City’s Utility Systems, the Owners, on behalf of themselves, their heirs, successors and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
3. City shall allow Owners to connect utilities serving Owners property to the City’s systems. Owners shall make this connection at their expense, obtain all necessary permits for the connection and pay all fees required to connect to the City’s systems.
4. All utilities serving Owners’ property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State and Federal regulations and standards.
5. To the extent allowed by law, City may annex Owners’ property into the City, without further action of the Owners, after owners’ property becomes contiguous to the corporate limits of the City.
6. Owners irrevocably appoint the City Administrator of Franklin, Tennessee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners’ property to the City. The City Administrator may exercise this power of attorney at any time after Owners’ property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs,

successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

7. If requested by the City Administrator, Owners shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of Owners' property to the Director of Planning and Sustainability for presentation to the BOMA. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City.
8. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.
9. Owners shall give a copy of this agreement to each and every person who buys all or a portion of Owners' property. The Owner shall have this agreement recorded against the property at the Williamson County Registers of Deeds office.
10. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this agreement, City may terminate utility service to Owners' property and disconnect the utility lines serving Owners' property from the City's systems. City shall give Owners six (6) months prior written notice of its intent to terminate service.
11. The City reserves the right to terminate this Agreement upon written notice to the Owners or their heirs, successors or assigns. Said termination shall not be deemed a "breach of contract" by the City.
12. The City shall have no liability except as specifically provided for in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. 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.
15. Entire Agreement. This 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.

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

WITNESS our hands on the dates as indicated.

Owner

By: _____

Print Name: _____

Title: _____

Date: _____

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 Boyle Investment Company the within named bargainor, a limited liability company, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by _____self as _____.

Witness my hand and seal, at Office in _____, Tennessee, this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

ATTEST:

By: _____
Eric S. Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Date: _____

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 this _____ day of _____, 20____.

My Commission Expires:_____

Approved as to form by:

Shauna R. Billingsley, City Attorney

RESOLUTION 2015-63

TO BE ENTITLED: "A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF CERTAIN AREAS, SPECIFICALLY 1456 and 1462 LEWISBURG PIKE, BY THE CITY OF FRANKLIN, TENNESSEE."

WHEREAS, Tennessee Code Annotated (T.C.A.) § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance; and;

WHEREAS, annexation has been requested by the property owner of the property addressed as 1456 and 1462 Lewisburg Pike ("Property"), which is defined as the area located South of Goose Creek bypass and west of Stream Valley Lane. The site is a portion of Map 117 Parcel 11.01; Map 117 Parcel 12, Map 117 Parcel 11, Map 118 Parcel 40.02 as depicted in attached Exhibit A, . The area comprises a total of approximately 80.53 acres in four parcels with four owners ("Owners"). The Owners have requested annexation by the City of Franklin. The area is currently used as single family residences and vacant; and

WHEREAS, it is now believed in the best interest of the City of Franklin to adopt a plan of services for the requested annexation of such area to provide for future development in accordance with City standards. This resolution shall not bind the City to later annex the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. Pursuant to the provisions of T.C.A. § 6-51-102, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

Water

The Property is located within the HB&TS Water District. The Owners shall be responsible for the engineering, design and construction of a public water main. It shall be the responsibility of the Owners to ensure that adequate water for both domestic use and fire protection is provided to the site. The City does not allow water mains within state right-of-way. The Owner shall be required to acquire the necessary offsite easements to provide service to the property.

Reclaimed Water

According to the City of Franklin's Municipal Code, reclaimed water systems need to be extended to a development if the development is within 1,000 feet of an existing reclaimed water line. In the case of this Property, an extension from the Stream Valley PUD Subdivision would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

Wastewater

The majority of the Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study. The proposed Property is anticipated to construct a as of yet undetermined amount of single family homes. A more thorough determination of needed improvements can be made once a development plan is submitted to the City of Franklin. The Owner will be responsible for the engineering, design and construction of any improvements deemed prudent by the City of Franklin staff.

Stormwater

The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with all requirements as outlined in the Franklin Municipal Code. As the Property develops, the City of Franklin will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

Streets

Emergency maintenance of streets will begin on the effective date of annexation. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing city policies. Regular cleaning of streets will begin on the effective date of annexation on the same basis as in the existing city. Street lighting may be installed as needed after the effective date of annexation, as agreed upon by the existing Owners and using the prevailing standards in the City. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

Traffic Control

Traffic signals, traffic signs, street markings, and other traffic-control devices will be installed as the need is established by appropriate study and traffic standards. New development after the effective date of annexation shall comply with City regulations governing traffic markings.

Street Lighting

No off-site street lighting is proposed. Street lighting within new developments shall be funded and installed by the property owner per City policy.

Street Name Signs

No additional street name signs in the area have been deemed necessary. New development shall install street-name signs per City policy.

Planning and Zoning

The Planning and Zoning jurisdiction will extend to the annexed area on the effective date of the annexation. City Planning will thereafter encompass the annexed area.

Fire Protection

Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation. No additional manpower or equipment will be necessary to serve the annexation area at this time.

Police Protection

Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation. Police services will be provided with existing personal and equipment.

Building and Code Inspection Services

Any Building and Code inspection services will begin in the annexed area on the effective date of annexation. New development after the effective date of annexation shall comply with City building codes. New development shall pay all applicable fees and permits for inspection services.

Garbage and Recycling Pickup and Environmental

The Sanitation Department will begin pick-up, per their regulations, on the effective day of annexation.

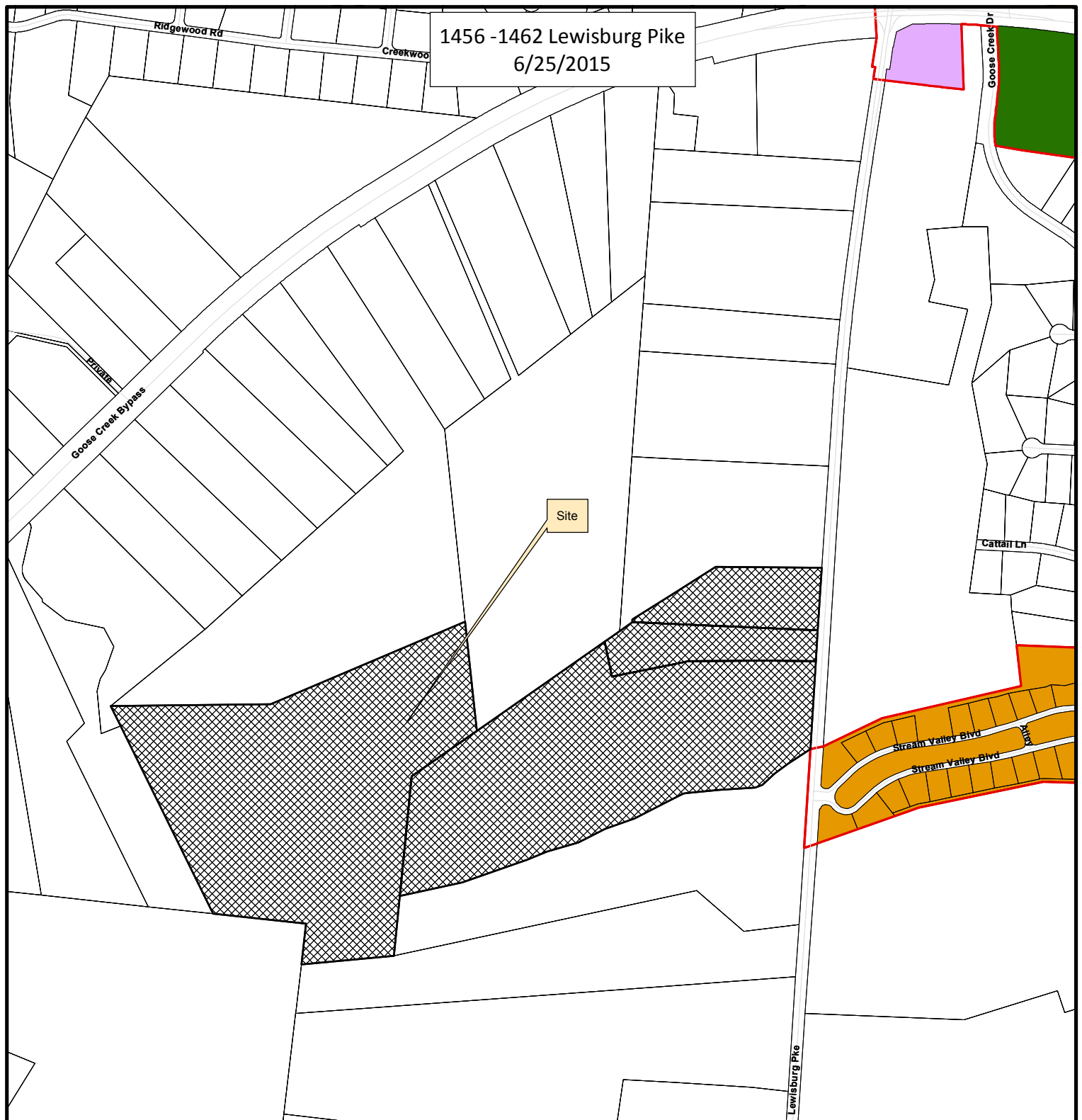
ADOPTED THIS 13th day of October, 2015.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Sauna R. Billingsley
City Attorney



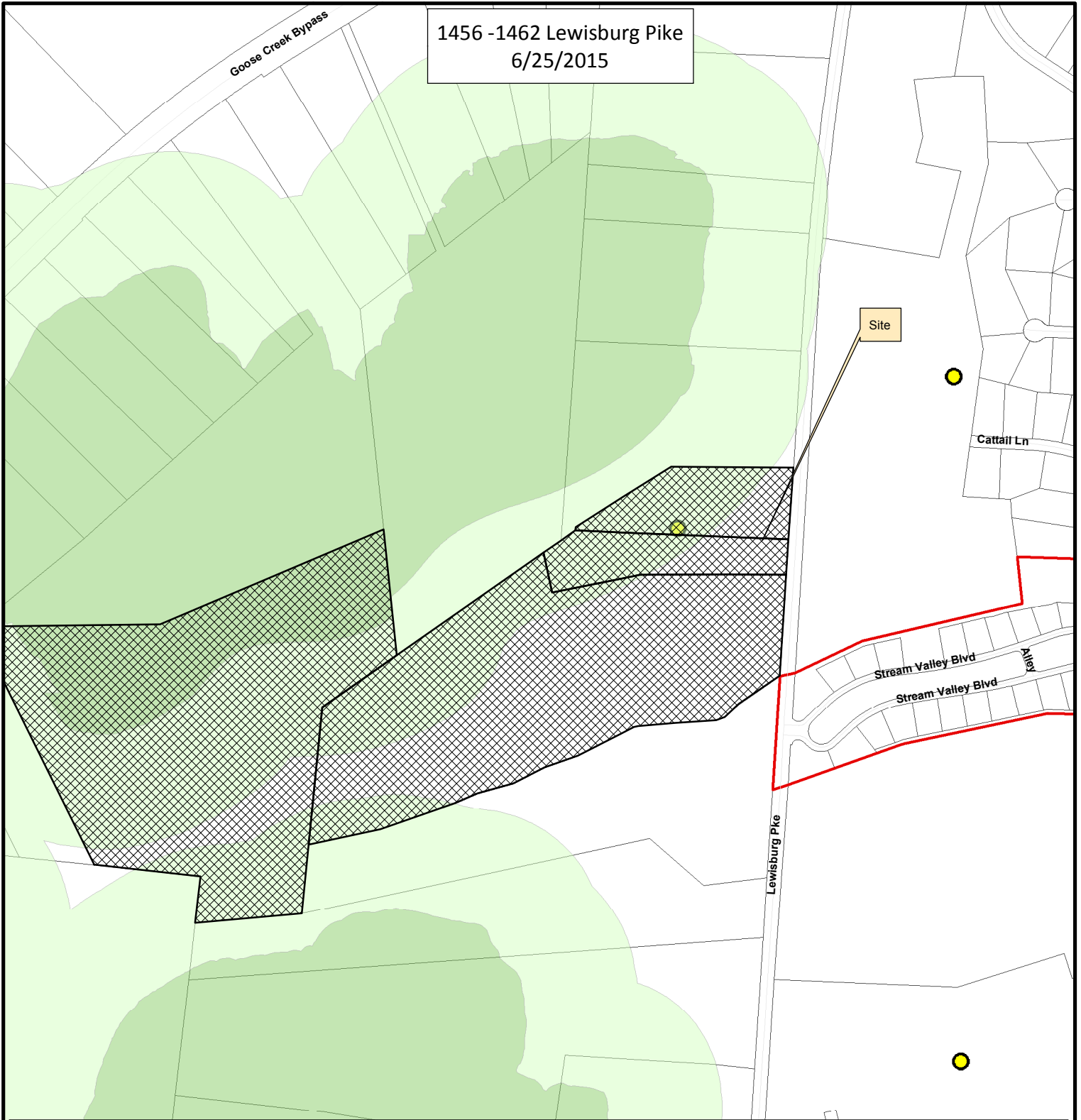
- | | |
|--|---------------------------------------|
| Annexation Area- Lewisburg Pike | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District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



0 0.075 0.15 0.3 Miles

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1456 -1462 Lewisburg Pike
6/25/2015



Legend



1456 & 1462 Lewisburg Pike

franklingis.GISOWNER.ZoningOverlaysNew

ZoningD



Hillside/Hillcrest Overlay District



HBF



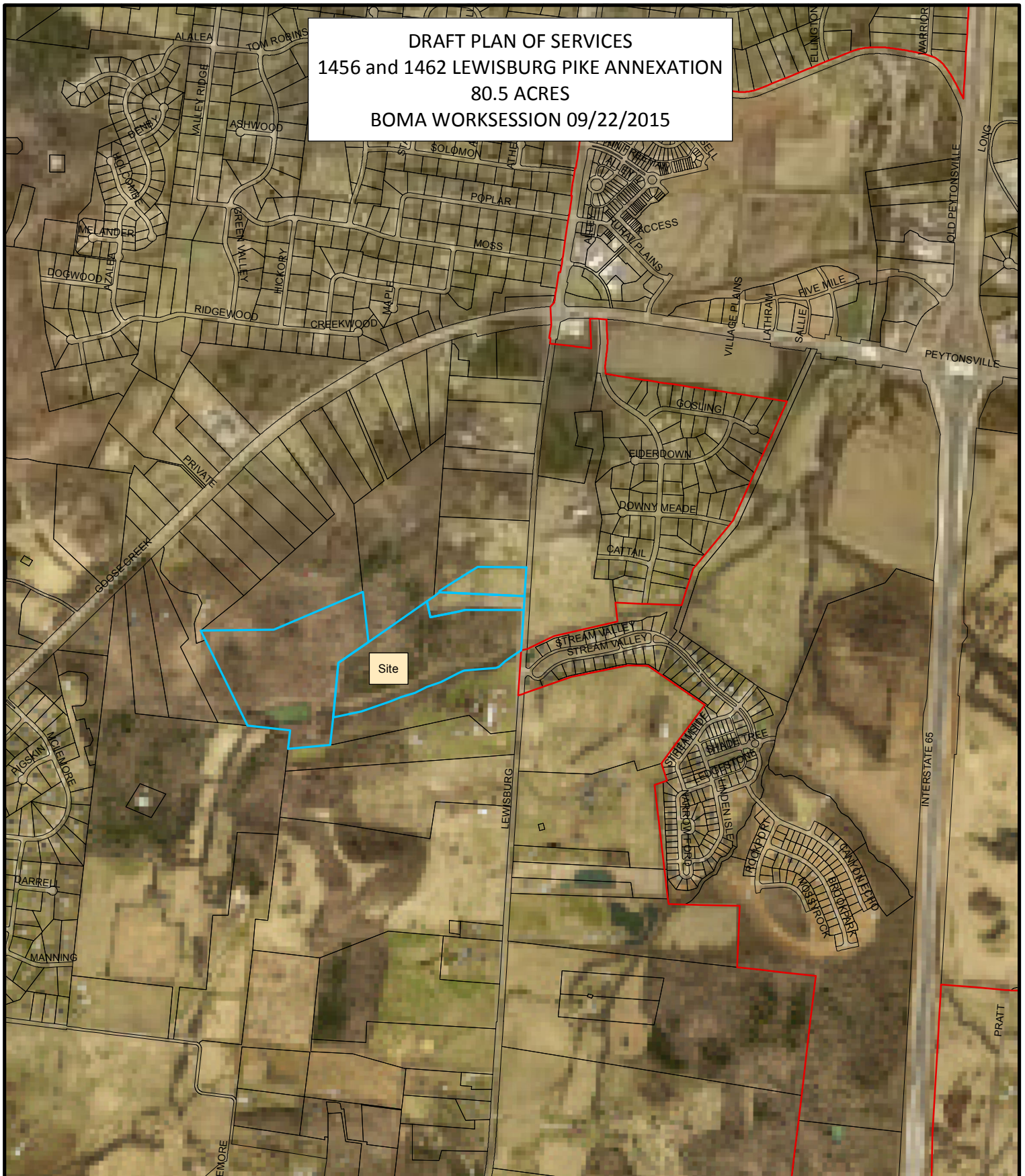
TN Historical Commission Sites



0 0.05 0.1 0.2 Miles

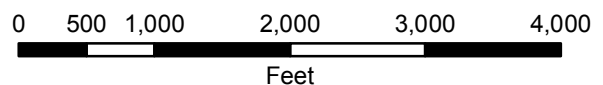
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DRAFT PLAN OF SERVICES
1456 and 1462 LEWISBURG PIKE ANNEXATION
80.5 ACRES
BOMA WORKSESSION 09/22/2015



Legend

- 1456 1462 Lewisburg Pike
 - Limits



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RESOLUTION 2014-101

TO BE ENTITLED “A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF CERTAIN AREAS BY THE CITY OF FRANKLIN, TENNESSEE, SPECIFICALLY THE ADAMS PROPERTY.”

WHEREAS, Tennessee Code Annotated (T.C.A.) § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance.

WHEREAS, the proposed annexation area is located south of Murfreesboro Road (96) and east of Ridgeway Drive. The site is identified as map 89 Parcel 55 in Williamson County (“Property”). The area is comprised of approximately 165 acres in one parcel owned by the Adams family (“Owner”). This resolution shall bind the Owners and subsequent owner of the Property. The Property is currently vacant.

WHEREAS, it is believed in the best interest of the City of Franklin to annex such area to provide future development in accordance with City standards.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. Pursuant to the provisions of T.C.A. § 6-51-102, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

- A. Water
The Property is located within the Milcrofton Utility District. Water availability shall be approved and provided through Milcrofton prior to annexation. The Owner shall be required to provide adequate fire flow and pressure to the Property.
- B. Reclaimed Water
According to the City of Franklin’s Municipal Code, reclaimed water systems need to be extended to a development if the development is within 1,000 feet of an existing reclaimed water line. In the case of this Property, a several mile extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.
- C. Wastewater
The Property lies within the Watson Branch Basin and Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study. The proposed development of the Property is anticipated to construct 290 single family residential homes. The Owner shall be required to extend the Simmons Ridge Sanitary Sewer Interceptor to provide service to the southern portion of their property. City of Franklin sanitary sewer system basin plans show this as a 12” and 8” sanitary sewer Interceptor. The property owner shall be required to submit engineering calculations to determine final sizing requirements. The Owner shall be required to extend the sanitary sewer from the Watson Branch Interceptor to provide sanitary sewer service to the northern portion of their property. Engineering calculation shall be required to determine final sizing requirements.

The Owner shall be responsible for the following:

- 1) Engineering design, construction, easements, rights-of-way and all cost associated with the on-site sanitary sewer infrastructure required to serve the development of this property.
- 2) Payment of all fees per policies and procedures as outlined in Franklin Municipal Code.

D. Stormwater

The Owner shall be responsible for the engineering, design and construction of the necessary Stormwater infrastructure for the development of the Property and shall comply with all requirements as outlined in the Franklin Municipal Code. As the Property develops, the City of Franklin will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Streets

Access to the property shall be provided on Ridgeway Drive. The Owner of the property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. It should be noted that no direct access shall be allowed to SR96. All roadways constructed as part of this development shall comply with City of Franklin Street Standards. This includes any roadway improvements located within the Williamson County. Ridgeway Drive is a county road located in Williamson County. The City does not own or control this main access to the site.

F. Traffic Control

Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time. New development after the effective date of annexation shall comply with City regulations governing traffic markings.

G. Street Lighting

No off-site street lighting is proposed at this time. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

H. Street Name Signs

No additional street name signs in the area have been deemed necessary. New development shall install street name signs per City policy.

I. Fire Protection

Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on an after the effective date of annexation. No additional manpower or equipment will be necessary to serve the annexation area at this time.

Given an unknown time frame regarding water supply for fire protection and additional unknowns regarding acceptable levels of volume and pressure, the

Owner shall provide residential fire sprinkler systems in all homes until water can be provided at the necessary fire flow. The Fire Department will expect a minimum of two accesses to the property.

J. Planning and Zoning

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City planning will therefore encompass the area and anticipates the subject area be annexed as a district compatible with the surrounding area in terms of density. The Zoning Ordinance requires connectivity in four directions from the property, which will need to be added as part of the development plan.

K. Parks and Recreation

According to the existing parkland dedication ordinance, the property, as proposed, would pay fees, dedicate land or submit a modification of Standards (MOS) with the Development Plan. For 1-65 acres and 290 single family residences, the amount to be dedicated is:

- a) 1,200 square feet for the first 35 dwelling units
- b) 600 square feet for each additional principal unit
- c) Accessory dwellings shall be exempt from these requirements
- d) Development proposed in phases shall be considered as a single development for the purpose of applying land dedication standards. Development shall not be phased to avoid the requirements of this subsection.

The breakdown for this project would be as follows if the density proposed was approved:

$$\begin{aligned} &1,200 \text{ square feet} \times 35 \text{ DU} = 42,000 \text{ square feet} \\ &600 \text{ square feet} \times 255 \text{ DU} = \underline{153,000} \text{ square feet} \\ &\hspace{15em} 195,000 \text{ square feet} \\ &195,000 \text{ square feet divided by } 43,560 \text{ square feet} = 4.47 \text{ acres} \end{aligned}$$

The value of the land for payment in lieu of dedication will be decided by an appraisal and warranty deed.

L. Police Protection

Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

Any Building and Code inspection services provided by the City now or in the future will begin in the annexed area on the effective date of annexation. New development after annexation will comply with the City's Building codes, pay all applicable fees and obtain all required permits for inspection services.

SECTION 3: This Resolution shall be effective from and after its adoption.

ADOPTED THIS 13th day of October, 2015.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

Main Tract:

Beginning at an iron pin in the south right of way of State Route 96, and the northeast corner of Tract No. 3 according to the survey of V. Leon Stanford, dated April 18, 1975, said pin being approximately 1,035 feet east of Watson Branch; thence south 18 degrees 47 feet 13 inches west 910.20 feet along a line common to Tract No. 3 and a 100 foot right of way; thence north 71 degrees 28 feet 45 inches west 681.31 feet; thence south 4 degrees 6 feet 41 inches west 906.59 feet; thence south 4 degrees 5 feet 29 inches west 1,020.29 feet; thence south 12 degrees 54 feet 29 inches west 2,303.50 feet; thence south 86 degrees 49 feet 58 inches east 604.98 feet; thence north 37 degrees 26 feet 35 inches east 200.86 feet; thence south 49 degrees 42 feet 5 inches east 519.97 feet; thence north 61 degrees 12 feet 21 inches east 86.04 feet; thence south 78 degrees 11 feet 53 inches east 515.11 feet; thence south 85 degrees 2 feet 19 inches east 463.86 feet; thence north 38 degrees 30 feet east 115.00 feet; thence north 53 degrees 30 feet east 154.00 feet; thence north 7 degrees 16 feet east 205.00 feet; thence north 83 degrees 7 feet 31 inches west 81.00 feet; thence north 1 degree 59 feet 44 inches west 1,030.00 feet; thence south 60 degrees 01 foot 59 inches west 117.68 feet; thence north 81 degrees 28 feet 58 inches west 824.06 feet; thence north 10 degrees 24 feet 48 inches east 782.72 feet; thence south 81 degrees 33 feet 14 inches east 444.32 feet; thence south 80 degrees 51 feet 22 inches east 884.60 feet; thence north 2 degrees 33 feet 34 inches east 436.65 feet; thence south 61 degrees 35 feet 29 inches east 84.64 feet; thence north 21 degrees 33 feet 27 inches east 437.35 feet; thence north 62 degrees 14 feet 23 inches west 892.92 feet; thence north 52 degrees 59 feet 11 inches east 230.78 feet; thence north 22 degrees 29 feet 26 inches east 249.28 feet; thence north 71 degrees 28 feet 45 inches west 778.62 feet; thence north 18 degrees 47 feet 7 inches east 905.41 feet to the right of way of State Route 96; thence with the same and a curve to the left having a radius of 2,825 feet a distance of 112.69 feet; thence continuing north 71 degrees 12 feet 47 inches west 467.31 feet to the beginning and containing 199.896 acres more or less.

Legal Description

The following legal description is for land in the Fourteenth Civil District of Williamson County, located on the lands of Valley View Dev, Inc., of record in Plat Book 13, Page 83, R.O.W.C., TN., and being more particularly described as follow:

Beginning at a point approximately 1,500 feet south of the intersection of Warren Court and Warren Road, said point being in the west margin of said Warren Road right-of-way and the northeast corner of Patrick Coghlan, of record in Deed Book 1641, Page 838, R.O.W.C., TN;

Thence, leaving the west margin of said Warren Road and with the north line of said Coghlan, along a curve to the left, having a delta of 85 degrees 51 minutes 23 seconds, a radius of 25.00 feet, a tangent of 23.25 feet, an arc of 37.46 feet, a chord bearing of North 17 degrees 13 minutes 08 seconds West, and a chord length of 34.05 feet to a point;

Thence North 60 degrees 08 minutes 49 seconds West, a distance of 148.81 feet to a point, said point being the northwest corner of said Coghlan and in the east line of James Adams, Jr., of record in Deed Book 2008, Page 702, R.O.W.C., TN;

Thence, with the east line of said Adams, North 46 degrees 00 minutes 00 seconds East, a distance of 17.00 feet to a point;

Thence North 53 degrees 30 minutes 00 seconds East, a distance of 36.76 feet to a point, said point being the southwest corner of Claudio Romeo, of record in Deed Book 6015, Page 609, R.O.W.C., TN;

Thence, leaving the east line of said Adams and following the south line of said Romeo, South 60 degrees 08 minutes 49 seconds East, a distance of 139.01 feet to a point;

Thence along a curve to the left, having a delta of 80 degrees 59 minutes 24 seconds, a radius of 25.00 feet, a tangent of 21.35 feet, an arc of 35.34 feet, a chord bearing of North 79 degrees 21 minutes 29 seconds East, and a chord length of 32.47 feet to a point, said point being in the west margin of said Warren Road and the southeast corner of said Romeo;

Thence, with the west margin of said Warren Road, South 38 degrees 51 minutes 47 seconds West, a distance of 21.07 feet to a point;

Thence, along a curve to the left, having a delta of 13 degrees 09 minutes 12 seconds, a radius of 320.98 feet, a tangent of 37.01 feet, an arc of 73.69 feet, a chord bearing of South 32 degrees 17 minutes 11 seconds West, and a chord length of 73.53 feet to the point of beginning and containing 8476.14 square feet or 0.19 acres more or less.

Legal Description

The following legal description is for land in the Fourteenth Civil District of Williamson County, located on the lands of Williamson County, of record on the Final Plat for Section 1 of Franklin East in Plat Book 6, Page 91, R.O.W.C., TN, and being a portion of Beacon Hill Drive and more particularly described in as follow:

Beginning at a point, said point being the southeast corner of Lot 17 of said Franklin East Section 1, in the north line of James Adams, Jr., of record in Deed Book 2008, Page 702, R.O.W.C., TN, and in the west margin of said Beacon Hill Drive;

Thence, with the east line of said Lot 17 and after a point following the east line of Lot 16, North 00 degrees 53 minutes 14 seconds West, a total distance of 167.48 feet to a point;

Thence, crossing from the west margin of said Beacon Hill Drive to the east margin of said Beacon Hill Drive, North 89 degrees 06 minutes 41 seconds East, a distance of 50.00 feet to a point, said point being in the west line of Lot 136 of said Franklin East Section 1;

Thence, with the west line of said Lot 136, South 00 degrees 53 minutes 19 seconds East, a distance 167.48 feet to a point, said point being in the north line of said Adams;

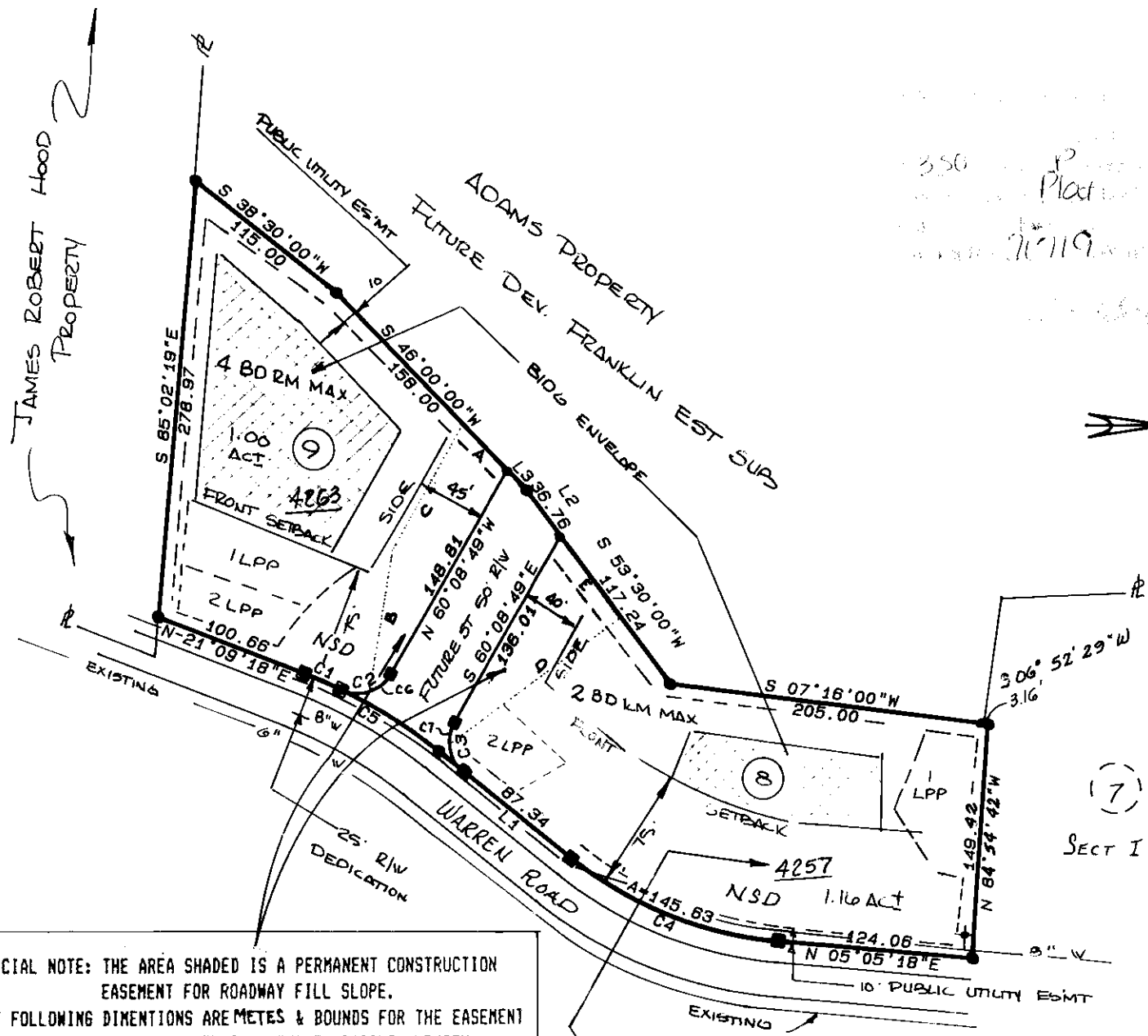
Thence, leaving the west line of said Lot 136 and following the north line of said Adams, South 89 degrees 06 minutes 41 seconds West, a distance of 50.00 feet to the point of beginning and containing 8374.00 square feet or 0.19 acres more or less.

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	4°33'15"	320.98	25.51	12.76	25.51	N 23°25'58"E
2	85°51'23"	25.00	37.46	23.25	34.05	N 17°13'08"W
3	80°59'24"	25.00	35.34	21.35	32.47	N 79°21'29"E
4	33°46'29"	247.05	145.63	75.00	143.53	N 21°58'32"E
5	17°42'29"	320.98	99.20	50.00	98.81	N 30°00'32"E

LINE	BEARING	DISTANCE
1	N 38°51'47"E	87.34
2	S 53°30'00"W	36.76
3	S 46°00'00"W	17.00

- GENERAL NOTES:
- All lots will be served by Milcroftbn Utility District Public Water Supply.
 - All lots shall be served by individual subsurface septic disposal system.
 - All lots shall conform to Agricultural zone for minimum lot size, setback, width, etc.
 - All water lines, street width, drainage ditches and/or culverts, shall be approved by a appropriate authority of the Williamson County Government.
 - Warren Road will be resurfaced with a 2 inch CW mix from its beginning to the south extremities of Valley View Estates. The developer of Valley View and the developer of Cedarhurst will share equally in the cost of the paving where Warren Road runs between their properties. Where the Road runs along only one development the developer of said property will bear the expense of the resurfacing.

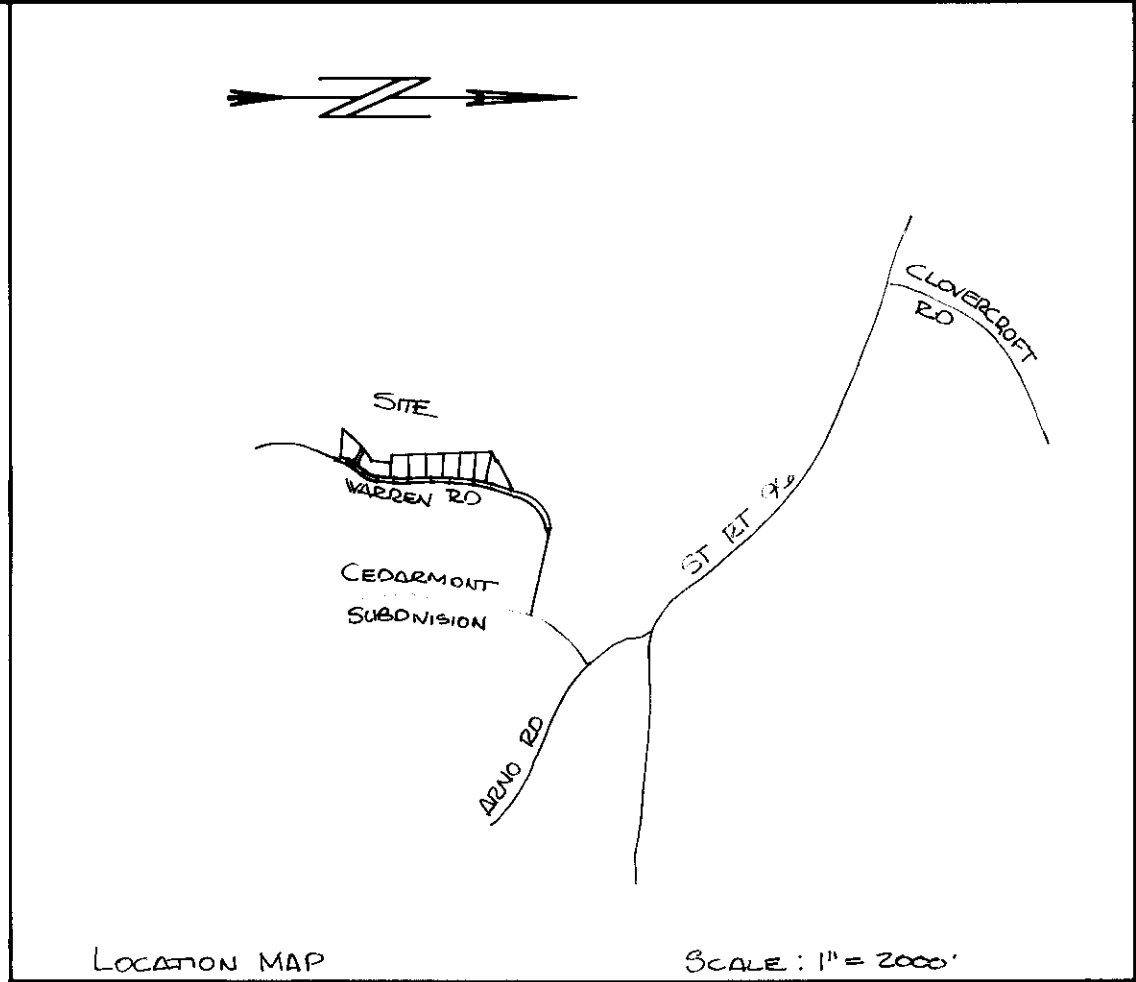
- SPECIAL NOTES:
- This subdivision is approved as an NC-1ACRE zone, so as to comply with the zoning regulations under which it was approved.



SPECIAL NOTE: THE AREA SHADED IS A PERMANENT CONSTRUCTION EASEMENT FOR ROADWAY FILL SLOPE. THE FOLLOWING DIMENTIONS ARE METES & BOUNDS FOR THE EASEMENT

LINE	BEARING	LENGTH	CURVE	RADIUS	LENGTH
A	N 46°00'00"E	41.64'	C6	25.00'	21.08'
B	N 79°41'57"W	94.51'	C7	25.00'	14.51'
C	N 60°08'49"W	90.00'			
D	S 36°50'20"E	135.51'			
E	N 53°30'00"E	63.00'			

- HEALTH DEPARTMENT NOTES
- LPP - Means that this lot is served by the North Carolina Low Pressure Pipe System, which is a alternate means of sewage disposal system.
 - Interceptor drains may be required on any or all lots.
 - No Spa-type Whirlpool, Hot-tub or Jacuzzi shall be allowed unless approved by the Williamson County Health Department.
 - No cutting, filling, or disturbance of the areas reserved for sewage disposal.
 - 4 bedroom maximum unless otherwise noted.



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book _____ Page _____, R.O.W.C., and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction line, and that offers of irrevocable dedication for all public streets, utilities and other facilities have been filed as required by these Regulations.

DATE: 10/26/1989 OWNER: J. L. Adams

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is true and correct survey to the accuracy required by the Williamson County, Tennessee Regional Planning Commission and that the monuments have been or will be placed as shown hereon, to the specifications of the Subdivision Regulations, as approved by the county Engineer.

DATE: 3/19/1987 REGISTERED LAND SURVEYOR: J. L. Adams

CERTIFICATION OF GENERAL APPROVAL FOR INSTALLATION OF SUBSURFACE SEWAGE DISPOSAL SYSTEMS WITH RESTRICTIONS

General approval is hereby granted for lots proposed hereon as being suitable for subsurface sewage disposal with the listed and/or attached restrictions. Before the initiation of construction, the location of the house or other structure and plans for the subsurface sewage disposal system shall be approved by the local health authority.

DATE: 4/22/1989 LOCAL HEALTH AUTHORITY: J. L. Adams

CERTIFICATION OF THE APPROVAL OF STREETS

I hereby certify: (1) that all streets designated on this final subdivision plat have been installed in an acceptable manner and according to Williamson County Roadway and Drainage Regulations, or (2) that a surty bond has been posted with the Planning Commission to assure completion of all required improvements in case of default.

DATE: 11/22/89 COUNTY ENGINEER: J. L. Adams

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I hereby certify that the following utility systems outlined or indicated on the final subdivision plat entitled VALLEY VIEW SECT TWO have been installed in accordance with current local and/or state government requirements or that a surty bond has been posted with the Planning Commission to assure completion of all required improvements in case of default. Also, I certify that the hydraulic design criteria specified in Section 5.3 of the Williamson Subdivision Regulations have been met.

DATE: April 3, 1987 WATER SYSTEM: Milcroftbn Utility Dist. Name, Title, & Agency of Authorized Agent: David Meriwether, Gen. Mgr.

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Williamson County, Tennessee, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.

DATE: 11/22/1989 SECT. PLANNING COMM.: J. L. Adams

RECORD

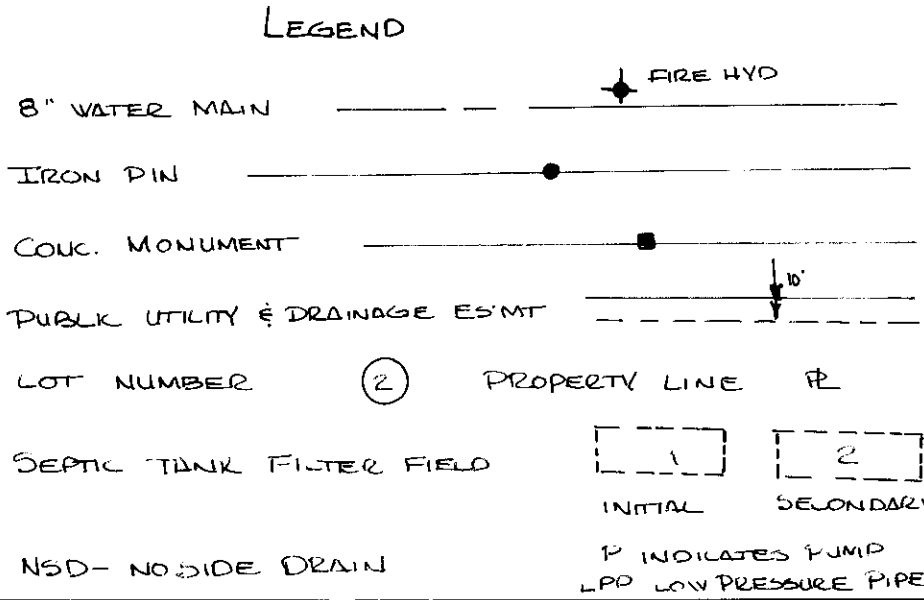
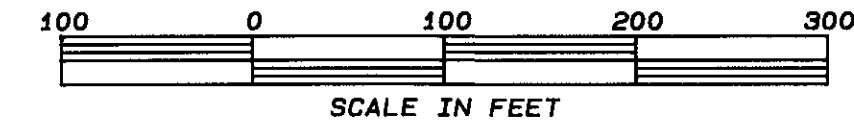
Being a portion of the property conveyed in Book 717 Page 113 R.O.W.C., Tenn.

THE WILLIAMSON COUNTY REGIONAL PLANNING COMMISSION

FINAL PLAT OF SECTION II OF

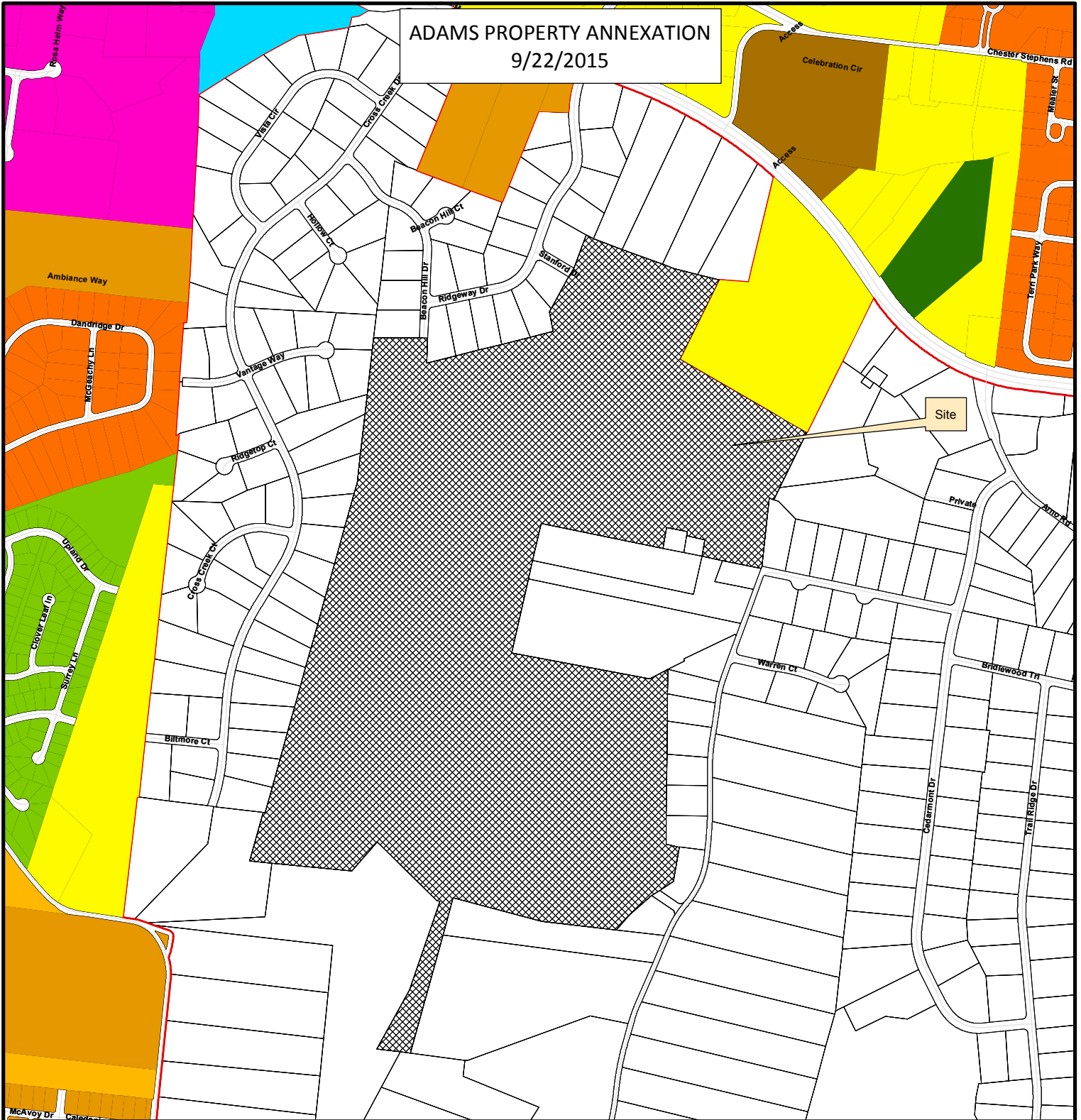
VALLEY VIEW EST.

TOTAL ACRES = 2.70	TOTAL LOTS = 2
MILES NEW ROADS = 0	ACRES NEW ROADS = 0.53
OWNER: Wayne Dunn	CIVIL DISTRICT 14th
SURVEYOR: Stanford & Assoc., Inc. (Design) Adams Land Surveying Co. (Field Surveying)	
DATE: 3/19/1987	SCALE: 1" = 100' CLOSURE: 1/>10.000



13/83

ADAMS PROPERTY ANNEXATION 9/22/2015



Base District Zoning

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

Parcel to be Annexed

- Parcel to be Annexed



0 0.1 0.2 0.4 Miles

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DRAFT PLAN OF SERVICES
ADAMS PROPERTY ANNEXATION
165 ACRES
BOMA WORKSESSION 09/22/2015



Site

Legend

- Adams Property
- Limits

0 500 1,000 2,000 3,000 4,000
Feet



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RESOLUTION 2015-62

TO BE ENTITLED: "A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF CERTAIN AREAS, SPECIFICALLY 1445, 1480, 1490 LEWISBURG PIKE, BY THE CITY OF FRANKLIN, TENNESSEE."

WHEREAS, Tennessee Code Annotated (T.C.A.) § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance; and;

WHEREAS, annexation has been requested by the property owner of the property addressed as 1445, 1480, AND 1490 Lewisburg Pike ("Property"), which is defined as the area located South of Goose Creek Bypass and across from Stream Valley Boulevard. The site is a portion of map 117 Parcel 19.01, Map 117 Parcel 19.02, Map 117 Parcel 13.00, Map 118 Parcel 49.00. A map is attached as Exhibit A. The area comprises a total of approximately 115.33 acres in four parcels with two owners ("Owners"). The Owners have requested annexation by the City of Franklin. This resolution shall bind the Owners and any subsequent owners. The area is currently used as three single family residences; and

WHEREAS, it is now believed in the best interest of the City of Franklin to adopt a plan of services for the requested annexation of such area to provide for future development in accordance with City standards. This resolution shall not bind the City to later annex the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. Pursuant to the provisions of T.C.A. § 6-51-102, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

Water

The Property is located within the HB&TS Water District. The Owners shall be responsible for the engineering, design and construction of a public water main. It shall be the responsibility of the Owners to ensure that adequate water for both domestic use and fire protection is provided to the site. The City does not allow water mains within state right-of-way. The Owners shall be required to acquire the necessary offsite easements to provide service to the Property.

Reclaimed Water

According to the City of Franklin's Municipal Code, reclaimed water systems need to be extended to a Property if the Property is within 1,000 feet of an existing reclaimed water line. In the case of this Property, an extension from the Stream Valley PUD

Subdivision would be required to serve the property. For this reason, reclaimed water will not be required to be extended to the Property.

Wastewater

The majority of the Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study. The Property is anticipated to construct a as of yet undetermined amount of single family homes. A more thorough determination of needed improvements can be made once a development plan is submitted to the City of Franklin. The Owners will be responsible for the engineering, design and construction of any improvements deemed prudent by the City of Franklin staff.

Stormwater

The Owners shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with all requirements as outlined in the Franklin Municipal Code. As the Property develops, the City of Franklin will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

Streets

Connectivity to the Stream Valley Subdivision via Rindle Lane to Lewisburg Pike is essential and the timing critical for both emergency access and the efficient movement of motor vehicles. This proposed street, and any other street that connects the Stream Valley Subdivision to Lewisburg Pike as determined by the City, shall be designed, constructed, and opened for public use prior to any building permits being issued by the City for the construction of any new dwellings or buildings. The City, at their discretion, may issue building permits for model homes provided the street(s) designed to connect the Stream Valley Subdivision to Lewisburg Pike will be constructed and open for use by the general public prior to the model homes receiving a Temporary or Final Certificate of Use and Occupancy. The requirements for the second connection of Stream Valley with Lewisburg Pike are described in Amendment 1 of COF Contract Agreement 2012-0143, such amendment being finalized on February 11, 2014.

The Owners shall be required to complete a traffic impact study as part of the development of this Property. Additional requirements will be determined as part of the site plan review and approval process.

Traffic Control

Traffic signals, traffic signs, street markings, and other traffic-control devices will be installed as the need is established by appropriate study and traffic standards. New development after the effective date of annexation shall comply with City regulations governing traffic markings.

Street Lighting

No off-site street lighting is proposed. Street lighting within new developments shall be funded and installed by the property owner per City policy.

Street Name Signs

No additional street name signs in the area have been deemed necessary. New development shall install street-name signs per City policy.

Planning and Zoning

The Planning and Zoning jurisdiction will extend to the annexed area on the effective date of the annexation. City Planning will thereafter encompass the annexed area.

Fire Protection

Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation. No additional manpower or equipment will be necessary to serve the annexation area at this time.

Police Protection

Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation. Police services will be provided with existing personal and equipment.

Building and Code Inspection Services

Any Building and Code inspection services will begin in the annexed area on the effective date of annexation. New development after the effective date of annexation shall comply with City building codes. New development shall pay all applicable fees and permits for inspection services.

Garbage and Recycling Pickup and Environmental

The Sanitation Department will begin pick-up, per their regulations, on the effective day of annexation.

ADOPTED THIS 13th day of October, 2015.

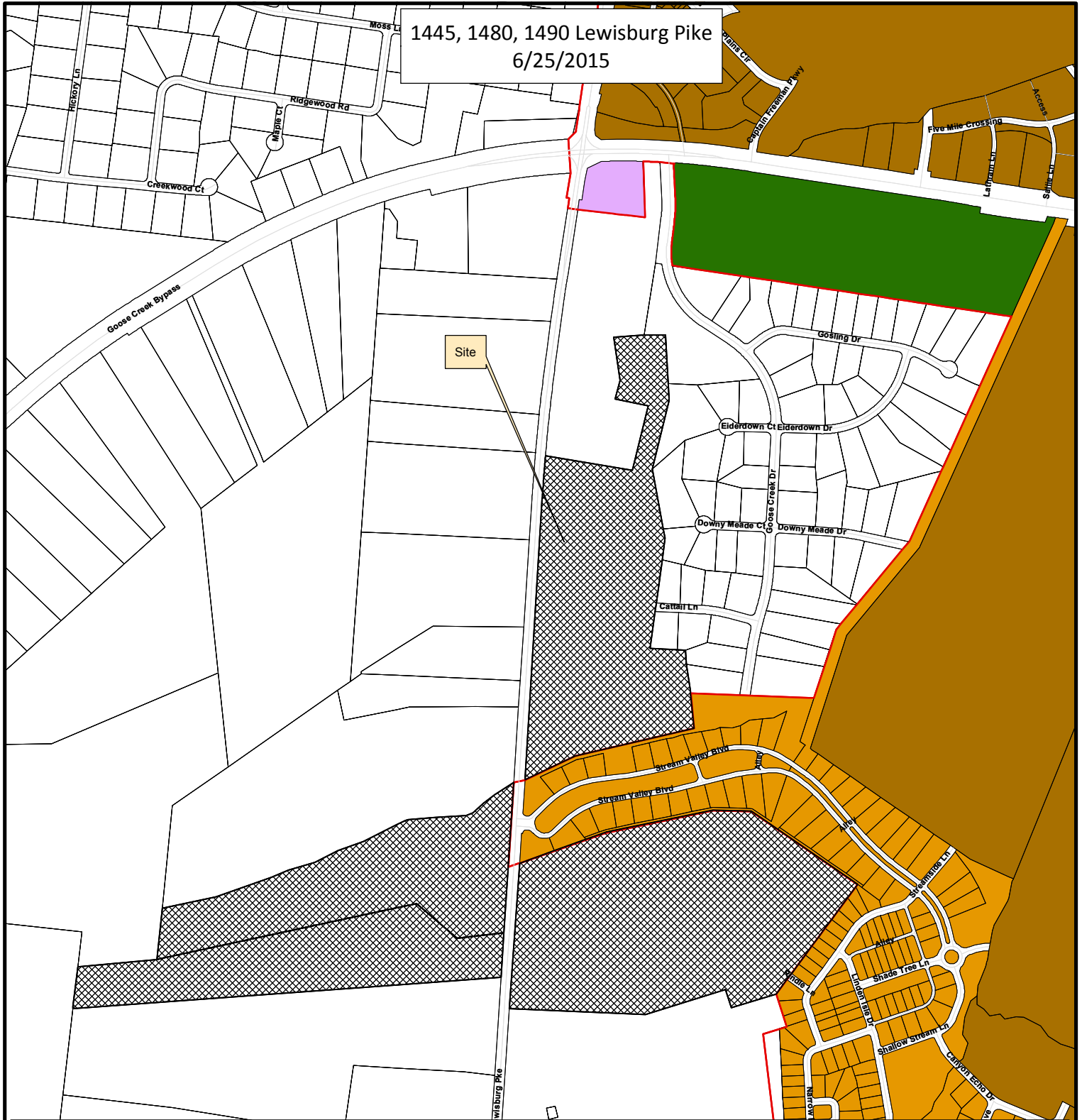
ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley, City Attorney

1445, 1480, 1490 Lewisburg Pike
6/25/2015



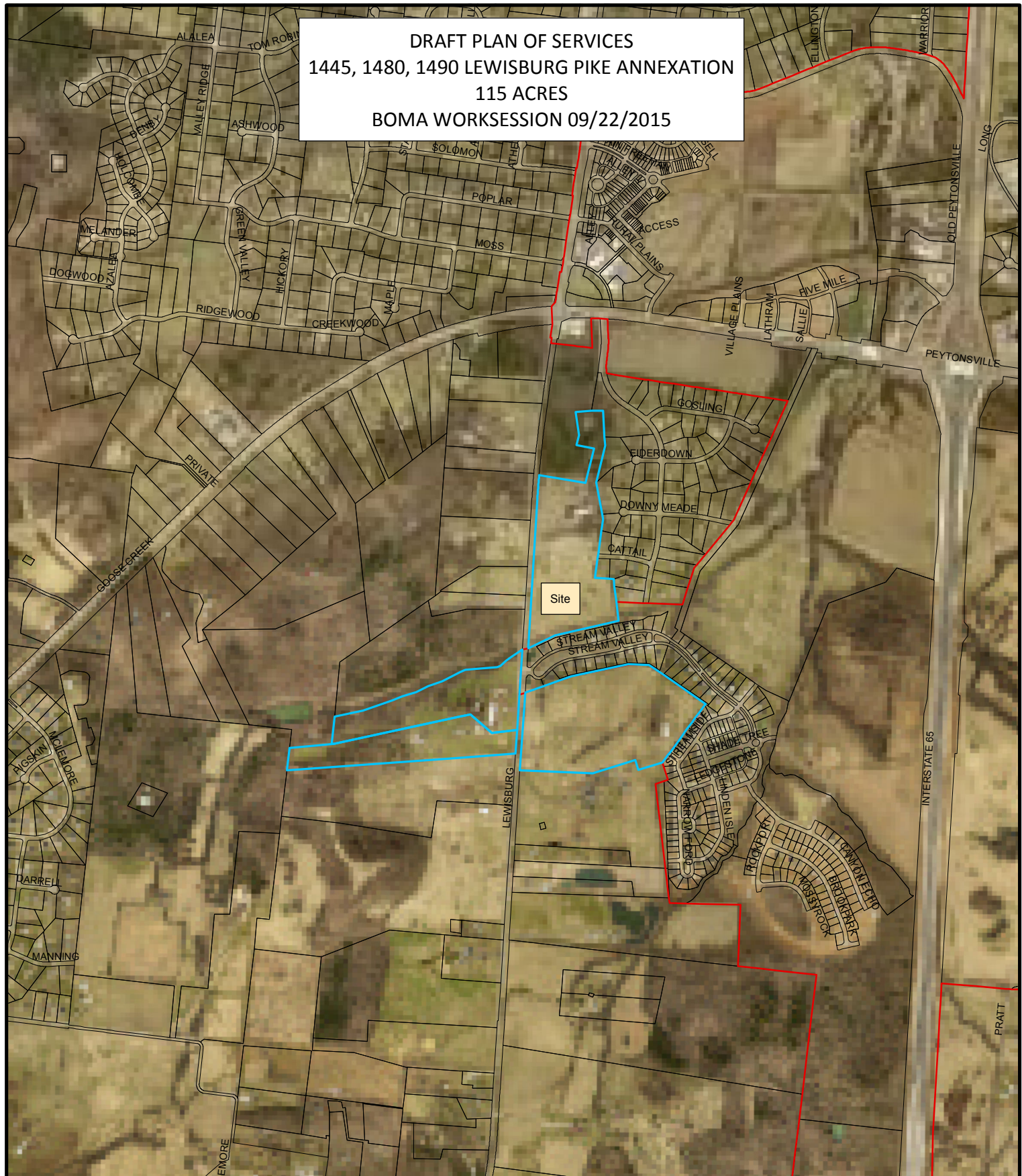
- | | |
|--|---------------------------------------|
| Annexation Parcels | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2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



0 0.075 0.15 0.3 Miles

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DRAFT PLAN OF SERVICES
1445, 1480, 1490 LEWISBURG PIKE ANNEXATION
115 ACRES
BOMA WORKSESSION 09/22/2015



Legend

- 1445, 1480, 1490 Lewisburg Pike
- Limits

0 500 1,000 2,000 3,000 4,000
Feet



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CONTRACT NO 2011274-C
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
CITY OF FRANKLIN
COF Contract No. 2015-0191

This Contract, entered into on the ___ Day of _____, 2015, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the City of Franklin, located at 109 3rd Avenue South, Franklin, TN 37064, (hereinafter "the City"). This contract is for the provision of Regional Bus Service (hereinafter "the Service") between Nashville/Davidson County and the City of Franklin.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide regional bus service between Nashville/Davidson County, and the City of Franklin, Tennessee. The City shall have no obligation for services rendered by the RTA which are not performed within the specified period or between the specified route terminus. The RTA shall provide six (6) trips per day between Nashville/Davidson County and the City of Franklin.

B. TERM

The Contract term start date shall be July 1, 2015; the Contract end date shall be June 30, 2016. This Contract may be renewed for two additional one-year terms under the same terms and conditions. Any such renewal shall be agreed to by both parties in writing.

C. PAYMENT

In consideration for RTA's provision of regional bus services, the City shall provide RTA the amount of forty two thousand five hundred seventy seven and no/100 dollars (\$42,577.00).

The RTA shall invoice the City its route subsidy share. RTA will send the City a lump sum invoice in the amount of forty-two thousand five hundred seventy-seven and no/100 dollars (\$42,577.00) to be paid directly to RTA. The amount represents the full amount owed to RTA by the City.

The City shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, Attn: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. Neither the RTA nor the City are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination the City shall receive a share of any of their route subsidy that remains. The reimbursement will be determined by dividing forty-two thousand five hundred seventy-seven and no/100 dollars (\$42,577.00) by 12 and multiplying that amount by the number of months the City did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the City. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority

City of Franklin, Tennessee

Stephen G. Bland, CEO

Date

Date

Approved as to Form

Kristen Corn, Assistant City Attorney

Attachment 1



**City of Franklin
Compost Facility
Relocation Proposal
2015
By
Todd King**

PROPOSAL FOR COMPOST FACILITY RELOCATION

There are two sites that have been chosen for our compost facility. Both are located on City of Franklin property. I and my staff have visited both locations and compiled a list of pros and cons for each parcel of land.

Field that is located on Waste Water Facility.

The property is 14 acres and is located on and adjacent from the Waste Water Facility.

Pros:

- Location
- City owned land
- Cleared
- Large enough site to compost both yard debris and Bio-Solids*
- Utilities are in place....water, electric, effluent water, & sewer
- Fence is in place
- Ready to use...with small amount of grading and building
- All of our run off water can be sent to the waste water facility
- Shorter haul times for our leaf crews and SES
- There is a tree buffer around most of the facility
- Above flood plain
- Access road in place
- Large enough site for no leaf stock piles

*We can compost either an A or B Bio-Solid. However, we cannot sell a B to the public, and this type of composting will require additional permitting.

Cons:

- Put to grade**
- A fence with gates will have to be installed around our bins and office
- A buffer around the walking path will have to be installed
- Building of pads, office/shop and roads
- Accessibility...small access road "Claude Yates" and new Solids facility.

** The site is for the most part is level, however; it will have to be put to on grade so our run off can be sent to Waste Water.





Phase One

This is a proposal for moving the City of Franklin, TN Compost Facility. From its current location to the Waste Water Facility. On a 13 acre track of cleared city owned land.

Below you will find a phase process and a capital cost of doing this. It is a two phase process.

Phase 1:

- Is a bare bones cost for us to move this year. We have to have a location to put our fall leaves. With this new location there will be on stock piles of leaves. If you look on the next page you will find a cost for this transition.

What will we need for phase 1?

- Water/ on site reclaimed water tap. This is for fire retention and dust control.
- Bathroom/port-o-john
- Offloading pad/ road. All weather access made from millings.
- Privacy Tarp/ installed on fence by walking trail
- Buffer/clearing of undergrowth
- Permit

Why do we need a permit if we are off loading leaves this year?

- We have to have either a Multi Sector permit or a Composting Permit. A composting permit has a Multi Sector permit rolled into it. If we are planning on composting at this location a tier one permit will have to obtain. There is an upfront fee of \$1,000 and an annual fee of \$3,000. For this permit.

Total cost for phase 1:

Permit:	\$4,000
Offloading pad and road:	\$1,800
Buffer:	\$tree bank, planted in house 0.
Privacy tarp:	\$980
Port-o-John:	\$720
Total for phase 1:	\$7,500
Total compost sold for 2015	\$11,820

Natural Buffer along Mac Hatcher

Turn page to see picture





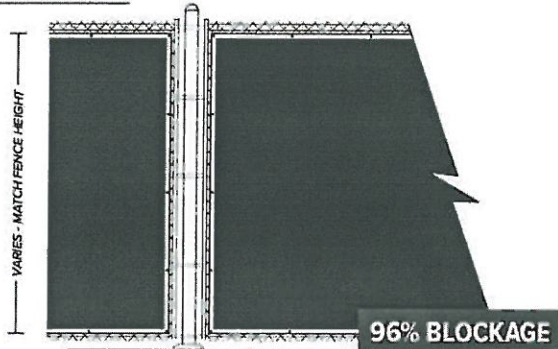
Install privacy tarp on fence

Turn page to see picture



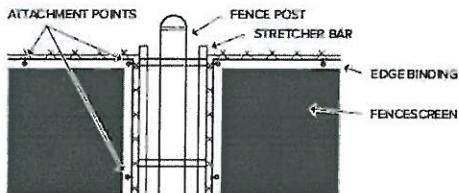
100 SERIES FENCEBLOCK

Elevation View



FENCESCREEN PANELS WITH 2" POLYPROPYLENE WEBBING FOR EDGE REINFORCEMENT. 3/8" BRASS GROMMETS AT 24" ON CENTER ATTACH TO FENCE WITH FENCESCREEN FASTENERS OR GALVANIZED HOG RINGS.

Attachment Enlargement



NOTE:
 • INSTALL PER FENCESCREEN MANUFACTURER RECOMMENDATIONS.
 • REFER TO STRUCTURAL PLANS FOR ALL FOOTING SIZES.

FENCESCREEN PROPERTIES

PROPERTIES	TEST METHOD	RESULTS
Thickness (oz./yd ²)	ASTM D-1910	3.0 (±.015oz.)
Tear Strength	ASTM D-4533	40 lbs.
Puncture Strength	ASTM D-4833	50 lbs.
Mullen Burst Strength	ASTM D-3786	300 PSI
UV Stability @ 500 Hours	ASTM D-4355	70% Retention
Water Permeability		.2 Gallon/yd ² /sec.
Shade Percentage		96%

MATERIAL COMPOSITION

FENCEBLOCK is made from 100% virgin polypropylene with UV additives.

DURABILITY

HDPE Fence Products are resistant to severe weather conditions, salt water, sand, road dirt, most acids, alcohol, alkaline, ammonia, petroleum distillates and common environmental pollutants.

MAINTENANCE

Pressure cleaning of surface contaminants is quickly accomplished with plain water.

WIND LOAD DISCLAIMER

Fencescreen will not be responsible for fence damage resulting from wind load conditions due to insufficient structural support.

FEATURES

- UV stabilized to protect against the harmful rays of the sun.
- Flame retardant.
- 1 year, limited warranty.

Available Colors

Basalt Green



Drawings not to scale

Detail Name: 100 Series FENCEBLOCK	
Drawing Number: FB100 - FENCE BLOCK	
PHONE: 1.888.313.6313 www.FenceScreen.com	



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Privacy Windscreen

Logo or Brand
on Fence Screen Fabric

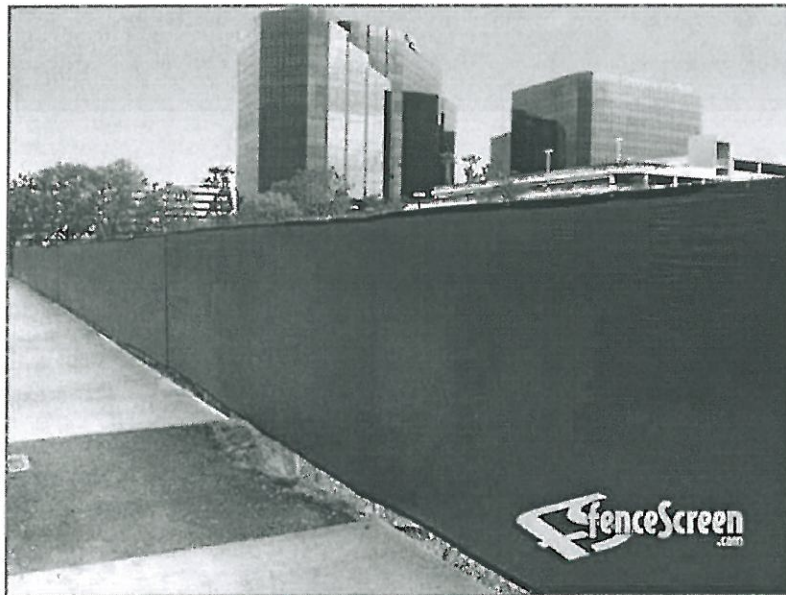
Custom Printed
Fence Screen & Banner

Pre-Printed
Designer Screens & Covers

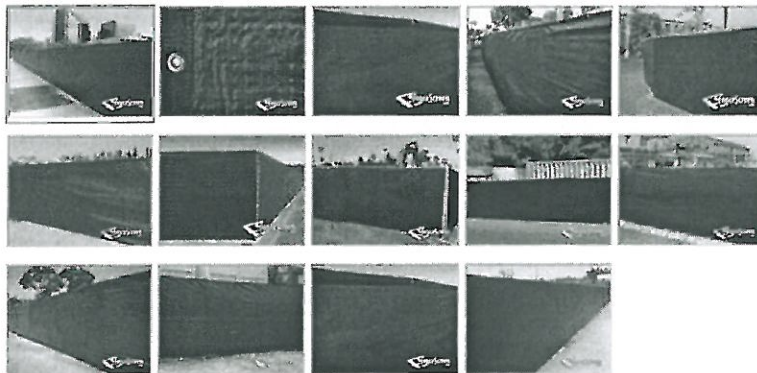
Fence Slats
Chain Link Fence Slat

[Home](#) > [FenceBlock 96%](#)

100 Series FenceBlock 96%



100 Series -Fence Block on Fence



FENCEBLOCK 96% 100 Series

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[All pricing by color & size](#)

Heavy-duty construction coupled with high-grade tight knit material makes for the most durable & economical screen with the highest degree of visibility blockage on the market.

Industry Leading 1 Year Warranty

Available in Any Custom Size

96% Privacy & NO Airflow

Woven UV Rated Polypropylene with **No Fillers**

Reinforced Binding & Grommets every 24"

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48 hour turnaround

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MAXIMUM PRIVACY IN A HIGH QUALITY WOVEN DESIGN

Phase Two

Phase 2:

- Is a full capital cost to build a new facility. This is for next budget year, and will not effect this year's already set budget. This will include: building, bin, fence, gates, pad for our screener, parking lot and loading zone for customers, and utilities.

What do we need for phase 2?

- Fence and gates
- Black privacy tarp
- Building
- Bin
- Pad/ for screener, parking lot, and loading zone
- Utilities
- Concrete

This is a bare bones cost, and most if not all can be done in house.

Total cost for phase 2:

- | | |
|----------------------------|-----------------|
| • <u>Fence and gates:</u> | <u>\$80,000</u> |
| • <u>Privacy tarp:</u> | <u>\$3,000</u> |
| • <u>Utilities:</u> | <u>\$10,000</u> |
| • <u>Pad:</u> | <u>\$10,000</u> |
| • <u>Concrete:</u> | <u>\$5,000</u> |
| • <u>Building and bins</u> | <u>\$25,000</u> |

<u>TOTAL</u>	<u>\$130,000</u>
--------------	------------------

In closing...Thank you for taking the time to evaluate this proposal. As we continue to move forward and grow as a city so does the need of our facilities to grow as well. This is just another example of that. If approved we can build a facility that will serve our needs of diverting organic material from a landfill for years to come. Setting an example on how we can pull together and meet our diversion goals.

Thank you

Todd King

City of Franklin, TN

Compost Facility Manager