



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, July 27, 2017

4:00 PM

Board Room

Call To Order

Approval of Minutes

1. [17-0663](#) Approval of Minutes from June 22, 2017.
2. [17-0617](#) Consideration of COF Contract No. 2016-0369 Summary Report of the Franklin Special School District (FSSD) Property Concept Plan

Sponsors: Lisa Clayton
Attachments: [2017_06_19 Summary Report](#)
[Freedom Middle-PG Draft 7-19-17](#)
[Freedom Intermediate Draft 07-19-17](#)
3. [17-0669](#) Consideration of a Sanitary Sewer Extension Agreement (COF Contract No. 2016-0307) with K&T Associates, LLC

Sponsors: Paul Holzen and Mark Hilty
Attachments: [SCOF 2016-0307 Goose Creek Inn Sewer Agreement with Exhibits.Law Appro](#)
4. [17-0670](#) Consideration of a Sanitary Sewer Extension Agreement (COF Contract No. 2016-0362) with Sondra F. Morris, Executor of the Estate of Robert N. Moore Jr.

Sponsors: Paul Holzen and Mark Hilty
Attachments: [SCOF 2016-0362 Goose Creek Inn Sewer Agreement with Exhibits.Law Appro](#)
5. [17-0671](#) Consideration of a Sanitary Sewer Extension Agreement (COF Contract No. 2016-0363) with Mapco Express, Inc.

Sponsors: Paul Holzen and Mark Hilty
Attachments: [SCOF 2016-0363 Goose Creek Inn Sewer Agreement with Exhibits.Law Appro](#)
6. [17-0658](#) Consideration of DRAFT Change Order No. 1 to the Goose Creek Sanitary Sewer Project from West I65 to East I65 (COF Contract No. 2015-0070) with Dynamic Construction for a Time Extension of 60 days

Sponsors: Mark Hilty, Michelle Hatcher and Patricia McNeese
Attachments: [2015-0070 Change Order no 1](#)
[Dynamic letter requesting time extension](#)

7. [17-0659](#) Consideration of DRAFT Amendment #3 to the Professional Services Agreement for the Goose Creek Sanitary Sewer Extension Project from West of I65 to East of I65 (COF Contract No. 2014-0177) with Hethcoat and Davis in the Amount of \$12,800.00
- Sponsors:** Mark Hilty, Michelle Hatcher and Patricia McNeese
- Attachments:** [COF 2014-0177 PSA Amendment #3](#)
[Request Add RPR Services 062717](#)
8. [17-0636](#) Consideration of DRAFT Change Order No. 2 to the Annual On-Call Sanitary Sewer Cleaning and Inspection Contract (COF Contract No. 2014-0273) with First Response for a Time Extension Through June 30, 2018
- Sponsors:** Patricia McNeese
- Attachments:** [Change Order No 2 for one year extension](#)
9. [17-0655](#) Consideration of DRAFT Amendment #4 to the Professional Services Agreement (COF Contract No. 2013-0001) with CDM Smith for the Franklin Wastewater Reclamation Facility in the amount of \$482,750.00
- Sponsors:** Mark Hilty, Michelle Hatcher and Patricia McNeese
- Attachments:** [PSA Amendment No 4 for COF 2013-0001](#)
[Amendment 4 Additional Services](#)
10. [17-0661](#) Consideration of DRAFT Resolution 2017-59 Awarding the Construction Contract (COF Contract No. 2017-0079) for the Harpeth River Bank Stabilization Project at the City of Franklin Water Reclamation Facility to Viking Products, Inc. in the Amount of \$311,782.21
- Sponsors:** Engineering
- Attachments:** [Resolution2017-59_HarpethRiverBankStabilization_ContractAward](#)
[Harpeth Bank Stabilization Bid recommendation letter](#)
11. [17-0662](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0150) with Sullivan Engineering, Inc. for Limited Construction Administration and Final Design Services for the Hillsboro Road Improvements Project Phase 2, Independence Square to Mack Hatcher Parkway, for a Cost Increase Not-to-Exceed \$14,837.52
- Sponsors:** Paul Holzen, Jonathan Marston and William Banks
- Attachments:** [COF 2015-0150 Hillsboro Rd Phase 2 SEI PSA Amend 1](#)
[COF 2015-0150 Hillsboro Rd Phase 2 SEI PSA Amend 1 Exhibit-A 3-21-](#)

12. [17-0664](#) Consideration of DRAFT Change Order No. 1 to the Construction Contract (COF Contract No. 2014-0259) with Jarrett Builders, Inc. for the Hunters Bend Elementary Safe Routes to School Project (TDOT PIN 118151.00) for a Cost Increase of \$14,200.00

Sponsors: Engineering

Attachments: [11815100_HuntersBendSRTS_CONST_ChangeOrder1](#)

13. [17-0672](#) Consideration of an Agreement (COF Contract No. 2017-0084) with Dominion Senior Living of Franklin LLC for Reimbursement of Cost for Water Distribution Improvements at a Cost of \$9,586.09

Attachments: [2017-0084 Dominion Senior LivingLaw Approved \(3\).pdf](#)

14. [17-0665](#) Consideration of DRAFT Ordinance 2017-41, "An Ordinance to Amend Title 23 of the City of Franklin Municipal Code to Revise Definitions, Clarify Requirements and to Correct Grammatical and Typographical Errors".

Sponsors: Paul Holzen

Attachments: [Ord 2017-41 Title 23 Stormwater Mangement Ordinance.docx](#)

15. [17-0666](#) Consideration of DRAFT Ordinance 2017-42, "An Ordinance to Amend Appendix A, Chapter 23 of the Franklin Municipal Code Relative to the State of Tennessee's Notice of Coverage Permit Fees for Construction Sites".

Sponsors: Paul Holzen

Attachments: [Ordinance 2017-42 Appedix A relative to Notice of Coverage Permit Fees.docx](#)

16. [17-0660](#) Capital Projects Status Report

Sponsors: Engineering

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

Summary Report of the Interactive Public Input Meeting



BWSC facilitated an interactive public meeting on April 27, 2017 to gather input from teachers, parents, parks users, and others on their programming ideas. The meeting was held at the Freedom Middle School Gym. At the meeting, input was gathered from the approximately 40 attendees through several exercises.

Participants provided input through voting on top priorities for future facilities and programming from a predetermined list assembled by the project team. Attendees were given three dot stickers to vote for their top three choices for the two different categories.

Participants were then asked to design their ideal park. This activity involved placing scaled templates of various facilities, such as soccer fields and track, as well as gardens, pavilions, and public art, on a large aerial photo of the schools.



Finally, participants were asked to share any additional thoughts they had on a large sticky note as they left the meeting. Many additional ideas were captured in this area that helped the team to further understand the prioritization.

The comments and information gathered during this public meeting will help the planning team determine community priorities, and it will guide the development of the conceptual plans.



Meeting Input Summary

Facilities

Take Away: Make the facilities easily accessible, flexible, and student oriented.

1. **Walking trails and sidewalks was the highest-ranked priority for new facilities (18 votes).** At the meeting, both verbal and written input was received that the track needed to be improved and that major investments in sidewalks were needed to connect the facilities at the four schools. Additionally, commentary was received that the cross-country team was at a disadvantage because of inadequate practice facilities. Investments in sidewalks to connect the schools could not only provide the facilities to improve the cross-country program, but also allow for a more efficient sharing of resources among the four schools and connect to Jim Warren Park.
2. **Multi-purpose fields for sports such as soccer or lacrosse (13 votes) was second.** Attendees at the meeting reported that the facilities at the schools have been “loved to death,” the grass needs to be rehabbed, and nets and other fixtures need to be replaced. Overall, attendees wanted flexibility for the fields to easily accommodate different sports and different age groups.
3. **Youth Softball/Baseball and Tennis tied for third place (12 votes).** Comments were received in writing and verbally at the meeting that it is a problem for softball to be located off-site. Children with working parents who do not have transportation to other locations cannot participate in the sport, so it would be preferable to have it on-site. Many comments were received about problems with the current baseball field and need for more and improved facilities.
4. **Following behind were amenities to add to the comfort and usability of the facilities, like a trees and shade structures (7 votes) and a pavilion (6 votes).**

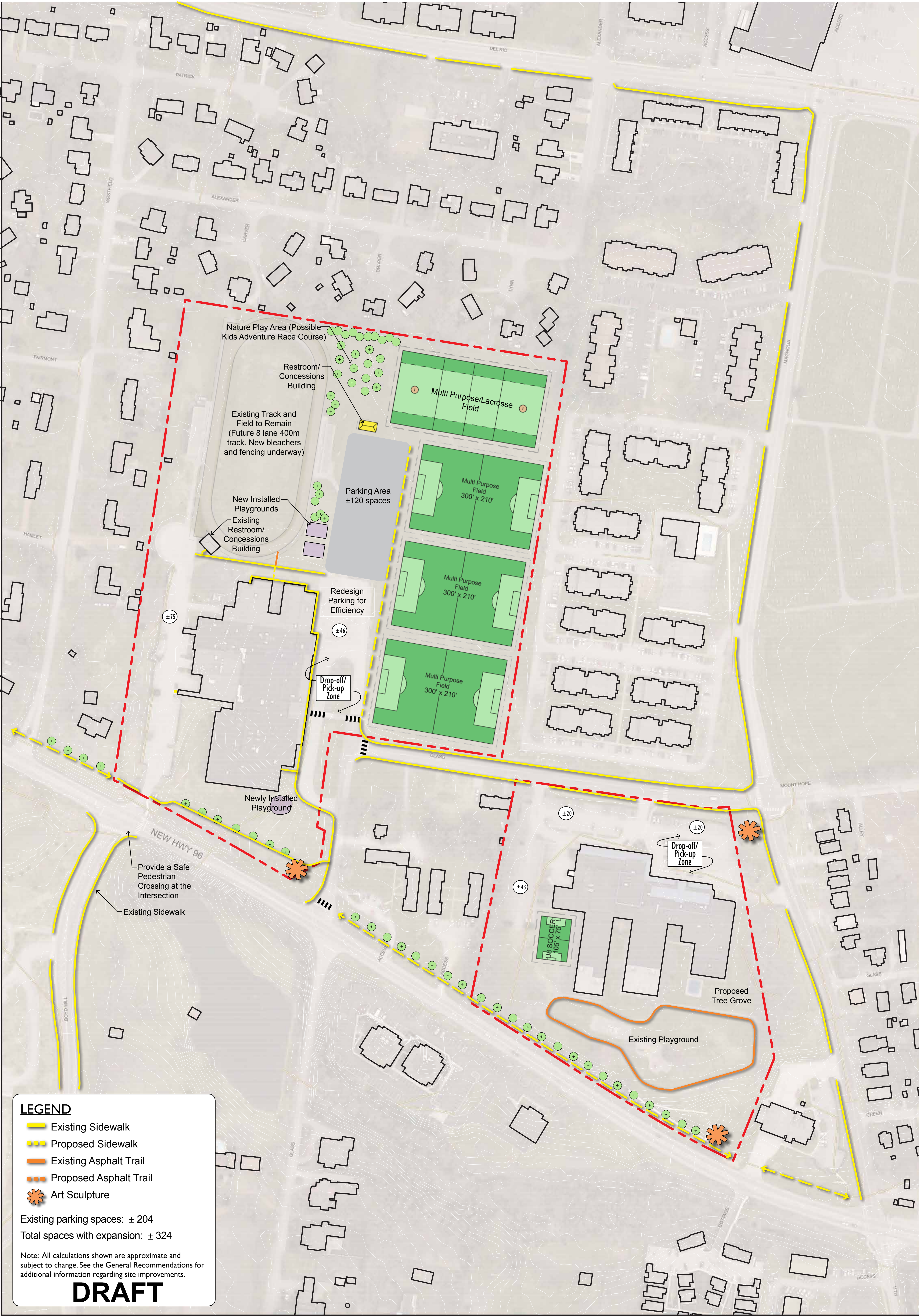
Programming

Take Away: Programs geared toward outdoor learning and nature are as important as team sports.

1. **Outdoor classrooms (13 votes) was the highest-ranked priority for programming, followed by Nature Interpretive Displays and Summer Day Camps (11 votes).** Concern was expressed in written and verbal comments that there are a high number of children who are possibly unsupervised after school and over summer break, and that there was a need at the school to provide programming.
2. **Soccer (11 votes) was the highest-ranked team sport, followed by Softball (6 votes) and Baseball (6 votes).** Much of the input at the table exercise focused on improving fields for group athletic sports, and it was noted that these fields are in high demand for those activities.
3. **Art lessons (6 votes) and garden clubs (6 clubs).** At the table exercise, attendees suggested that students could construct and maintain gardens as service projects, or it could be built into school curriculum.

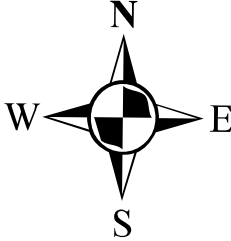
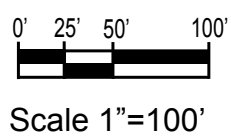






Franklin Special School District

Freedom Intermediate and Johnson Elementary Preliminary Concept Plan
June 6, 2017 - DRAFT



Prepared by:
City of Franklin, Tennessee Engineering
109 Third Avenue South
Franklin, Tennessee 37064
615-791-3217

**SANITARY SEWER EXTENSION AGREEMENT
COF CONTRACT NO 2016-0307**

This Sanitary Sewer Extension Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and K&T Associates, LLC, on this the _____ day of _____, 2017.

WHEREAS, K&T Associates, LLC, currently owns property located in the vicinity of the intersection of Five Mile Crossing and Old Peytonsville Road located in the City of Franklin, Tennessee, as shown on Exhibit A; and

WHEREAS, K&T Associates, LLC, is the owner of property known as Map 106, Parcel 175.01 as shown on Exhibit A; and

WHEREAS, identical agreements have been executed between the City and Mapco Express, Inc. (COF Contract No. 2016-0363) and between the City and Robert N. Moore Jr. (COF Contract No. 2016-0362); and

WHEREAS, collectively, the properties owned by Robert N. Moore Jr., K&T Associates, LLC, and Mapco Express, Inc. referenced in these three contracts, are the "Affected Properties;" and

WHEREAS, the Goose Creek Inn Wastewater Treatment Plant (WWTP) provides sanitary sewer service to the Affected Properties; and

WHEREAS, on September 26, 2016, Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation issued an Order and Assessment to Robert N. Moore Jr. for violations associated with the domestic wastewater treatment system; and

WHEREAS, the City and K&T Associates, LLC have agreed to extend the City's sanitary sewer infrastructure, abandon the existing package plat and stop discharging from the Goose Creek Inn WWTP (known as the "Project"), as shown in concept on Exhibit A; and

WHEREAS, the estimated cost associated with the construction, easement acquisition, permitting, design and construction management for the Project is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) as shown on Exhibit B; and

NOW THEREFORE, the City and K&T Associates, LLC, its successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Based upon a preliminary estimate prepared by Paul Holzen, City Engineer, an engineer licensed by the State of Tennessee, the costs of the above improvements is estimated at Five Hundred Forty Thousand and No/100 Dollars (\$540,000) which includes the total design, right-of-way/easement, permitting, construction management and construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Affected Properties (the "Estimated Costs"). All improvements will be designed by and construction supervised by, an engineer licensed by the State of Tennessee. In the event the construction bids for the Project would result in the actual total costs of the Project exceeding 110% of the Estimated Costs, then the City shall provide written notice to K&T Associates, LLC, and K&T Associates, LLC shall have thirty (30) days in which to notify the City in writing of its election to terminate this Agreement. Should any of the Affected Property owners elect to terminate their agreement, (COF Contract No. 2016-0307, COF Contract No. 2016-0362 AND COF Contract No. 2016-0363) the City shall have the right to terminate this contract. In the event any of the Affected Property Owners or the City elect to terminate the agreement, K&T Associates, LLC shall reimburse the City for K&T Associates, LLC's proportionate share (as defined in Sections 5 and 7 of this Agreement) of the costs incurred by the City as of the date of the notice to K&T Associates, LLC that the costs would exceed 110% of the Estimated Costs. Such reimbursement shall be paid to the City within thirty (30) days of receipt from the City of reasonable documentation for all such cost. Notwithstanding any other provision of this Agreement, following such notice of termination and reimbursement payment to the City, K&T Associates, LLC shall have no further obligations or liability to the City under this Agreement and the City shall not extend sanitary sewer to the K&T Associates, LLC's property.
3. Prior to approving any change order that would result in the total costs of the Project exceeding the Estimated Costs, the City shall consult with K&T Associates, LLC and accept any reasonable suggestions made by K&T Associates, LLC to reduce the cost of the change order.
4. Within thirty (30) days from the date K&T Associates, LLC receives written notice from the City that the Board of Mayor and Aldermen have approved the construction bids for the Project, K&T Associates, LLC shall pay all sewer tap and connection fees as established in Franklin Municipal Code and as estimated in Exhibit B.
5. Except as expressly provided in Section 2, the City and K&T Associates, LLC agree that One Hundred percent (100%) of the City's cost, plus interest as provided in Section 6, for the design, right-of-way/easement acquisition, permitting, construction management and construction cost of the Project shall be reimbursed by the Affected Properties to the City. The owners of the Affected Properties shall only be liable for their proportionate share of the final Project cost. The City and K&T Associates, LLC agree that the proportionate share for each Affected Properties shall not be subject to change and shall be as follows:

Property Owner	Total Market Appraisal (Source: Williamson County Property Assessor)	Proportionate Share
K&T Associates LLC.	\$2,097,700	36.24%
Robert N. Moore Jr.	\$2,260,700	39.05%
MAPCO	\$1,430,100	24.71%
Total	\$5,054,500	100.00%

6. The City agrees to fund the initial capital investment cost associated with the design, right of way/easement acquisition, permitting, construction and construction management of the Project. K&T Associates, LLC agrees to reimburse the City 100% of its proportionate share of the actual Project cost to include a 3.5% per annum interest rate.
7. K&T Associates, LLC shall owe to the City 36.24% for its proportionate share of the Project cost to include the cost associated with the design, right of way/easement acquisition, permitting, construction and construction management for the Project and interest as provided in Section 6.
8. K&T Associates, LLC shall pay its proportionate share of the final total Project cost over a term of five (5) years and shall be required to pay off 100% of its proportionate share of the total Project cost prior to transferring ownership of its property. The City shall permit K&T Associates, LLC to pay in monthly installments on a schedule determined by the City. Following City approval of the final Project change order/cost, the City shall notify K&T Associates, LLC of the final Project cost and establish the minimum monthly billing associated with the Project. The City will provide reasonable documentation for all such cost. In the event any monthly payment due from K&T Associates, LLC shall be delinquent thirty (30) days after it is due and payable, and such default is not cured by K&T Associates, LLC within thirty (30) days of the receipt of written notice of such default from the City, then the whole balance of the unpaid Project costs shall then become due and payable and shall be subject to such late fees for delinquent sewer fees as provided in the Franklin Municipal Code and a lien shall be placed on the K&T Associates, LLC Property by the City until all delinquent payments are made to the City.
9. The City and K&T Associates, LLC agree that monthly sanitary sewer billing, including but not limited to any monthly minimum sewer fee, shall be initiated at the time sanitary sewer flow is removed from the Goose Creek Inn WWTP and connected to the City's sanitary sewer infrastructure. Sanitary sewer billing shall be based on current requirements as established in Franklin Municipal Code.
10. K&T Associates, LLC agrees to execute, at no cost to the City, the Project or the Affected Properties, any necessary temporary and permanent easements provided by the City that are required for the design, construction, operations and maintenance of any portion of the Project located on the K&T Associates, LLC Property. Easements shall be executed by K&T

Associates, LLC within thirty (30) days of the City notifying K&T Associates, LLC in writing that the City has obtained all necessary local, state and federal permits required as part of the Project. Final determination on the required easements shall be determined by the City Engineer.

11. Following the completion of construction and acceptance of the Project, the City agrees to be responsible for the long-term maintenance and operations of the public sanitary sewer infrastructure as shown in concept on Exhibit A.
12. This Agreement is subject to the City obtaining all necessary local, state and federal permits associated with the Project. The City shall not be liable for any delays associated with the engineering/design, right-of-way, construction management and construction associated with this Project.
13. This agreement shall be recorded by the City with the Williamson County Register of Deeds against the Affected Properties within 30 days of complete execution of the Agreement as well as signatures of the owners of the Affected Properties. Following payment of 100% of the K&T Associates, LLC 's proportionate share of the cost of the Project, the City shall record a document indicating that all Project cost owed by K&T Associates, LLC has been paid and release K&T Associates, LLC and the K&T Associates, LLC Property from further obligations associated with this Agreement.
14. The City's obligations to this Agreement are subject to prevention by causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
15. The City and K&T Associates, LLC agree that the terms and conditions contained herein shall be binding on and shall inure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
16. The City shall have no liability except as specifically provided in this Agreement.
17. 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.
18. Deadlines. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.
19. Interpretation. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule

providing for construction against the party who caused the uncertainty to exist or against the draftsman.

20. Exhibits. The City and K&T Associates, LLC acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
21. 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 _____, 2017.

[Signatures on following pages]

WITNESS our hands on the dates as indicated.

K&T Associates, LLC

By: Ted L. Petty

Print Name: Ted L. Petty

Title: Owner

Date: 6-16-17

STATE OF Tennessee

COUNTY OF Williamson

Before me, Amanda Ray, a Notary Public of said County and State, personally appeared Ted L. Petty, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be owner (or other officer authorized to execute the instrument) of K&T Associates, LLC, the within named bargainor, a property owner and that he as such owner executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 16 day of June, 2017.



Amanda Ray
Notary Public
My Commission Expires: 6/18/18

WITNESS our hands on the dates as indicated.

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

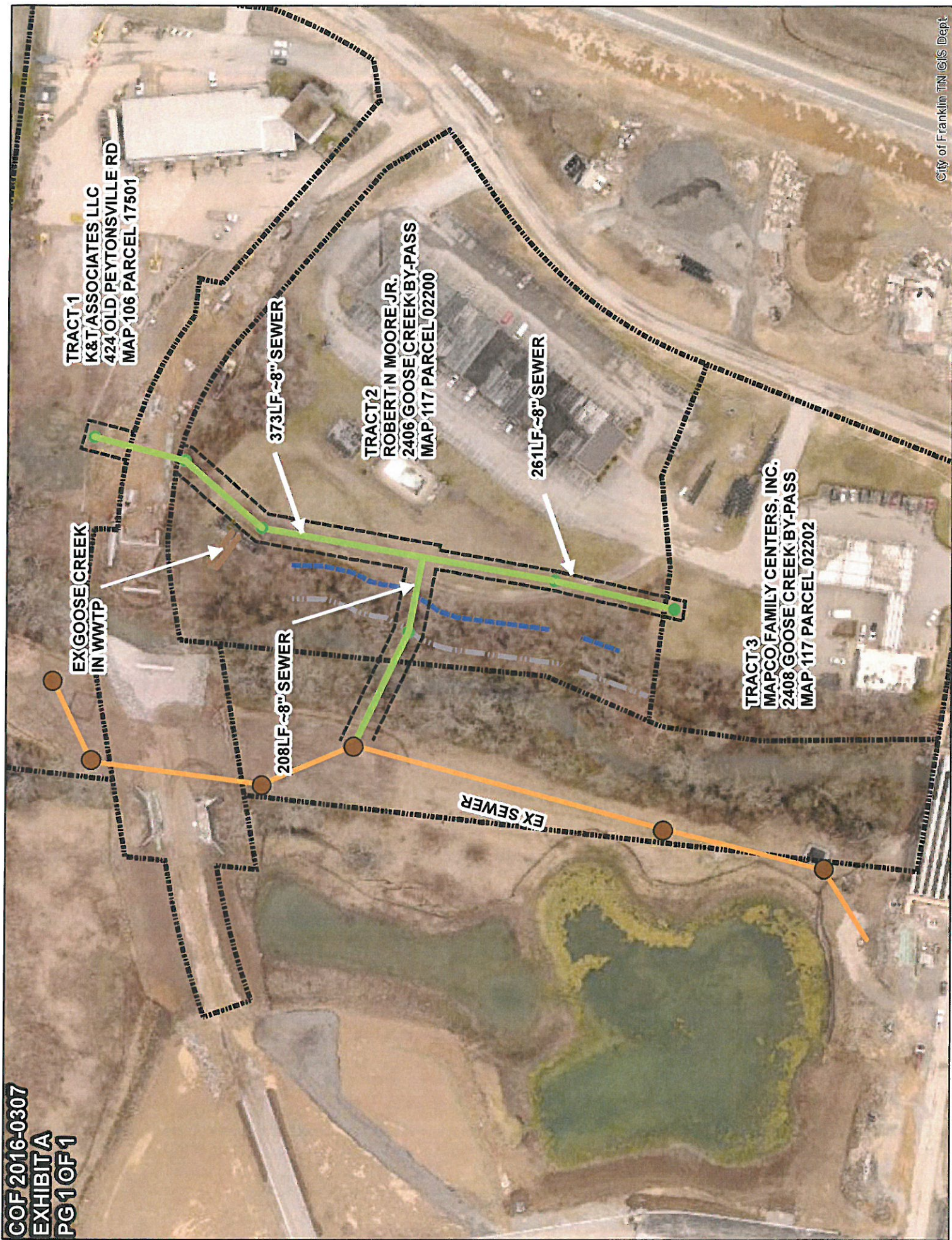
Witness my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney



Estimated Construction Cost

Goose Creek Inn Sewer Project

Update Completed: 04-27-2017

Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$20,000.00	\$20,000.00
2	SEEDING WITH MULCH	1632	LF	\$1.50	\$2,448.00
3	Erosion & Sediment Control	1	LS	\$10,000.00	\$10,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	20	CY	\$40.00	\$800.00
5	Utility Relocation Contingency	1	LS	\$50,000.00	\$50,000.00
6	Contingency	1	LS	\$15,000.00	\$15,000.00
7	Decommissioning and Disposal of Existing Goose Creek Inn WWTP	1	LS	\$10,000.00	\$10,000.00
8	Guardrail Modifications (remove and reinstall)	1	LS	\$15,000.00	\$15,000.00
Sanitary Sewer					
8	8-inch PVC SDR 26 (*See note 1)	763	LF	\$90.80	\$69,280.40
9	8-inch PVC SDR 26 - Stream Crossing	79	LF	\$1,200.00	\$94,800.00
10	4' diameter Precast Manhole, 0-6' depth	7	EA	\$3,200.00	\$22,400.00
11	4' diameter precast manhole sidewall, greater than 6' depth	44	VF	\$215.00	\$9,460.00
12	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	3	EA	\$1,640.00	\$4,920.00
13	Manhole Vent Assembly	1	EA	\$4,210.00	\$4,210.00
14	Watertight Manhole Casting	2	EA	\$1,050.00	\$2,100.00
15	Connect to existing manhole	1	EA	\$2,100.00	\$2,100.00
16	New Exterior drop assembly on existing manhole	1	EA	\$3,040.00	\$3,040.00
17	CCTV Inspection of New Gravity Sewer	842	LF	\$1.50	\$1,263.00
18	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	324.8	TONS	\$25.90	\$8,412.32
19	Cold Planning Bituminous Pavement (TDOT Item 415-01.02)	2400	SY	\$4.00	\$9,600.00
20	ACS (PG70-22) Grading D (TDOT Item 411-02.10)	190.8	TON	\$112.00	\$21,369.60
21	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	488.2	TON	\$120.00	\$58,579.20
22	Concrete Curb and Gutter (TDOT Item 702-03)	5	CY	\$300.00	\$1,500.00
TOTAL BID AMOUNT					\$436,282.52

Note 1 Item includes backfill. Roadway Base Stone and Pavement to be paid out of other line items.

Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding,

Note 2 backfilling, flexible couplings and trees, and all other materials, labor and equipment to complete the work.

Total Estimated Project Cost

Engineering and Survey Cost	\$58,520.00
Permitting Fees	\$4,000.00
Easement Cost	\$0.00
Construction Cost	\$436,282.52
Construction Management Cost	\$41,197.48
Total Estimated Project Cost	\$540,000.00

Estimated Sewer Tap and Connection Fees

	Meter Size	Application Fee	Sewer Connection Fee	SDF	Access Fee	Installation Fee	EDF	Total
Mapco Family Centers, Inc.	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
K&T Associates LLC	3/4"	\$25	\$50	\$1,444	\$2,100	\$263	\$450	\$4,332
K&T Associates LLC	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
Robert N. Moore Jr.	2"	\$25	\$50	\$18,480	\$26,880	\$263	\$5,760	\$51,458

Prepared by:
City of Franklin, Tennessee Engineering
109 Third Avenue South
Franklin, Tennessee 37064
615-791-3217

**SANITARY SEWER EXTENSION AGREEMENT
COF CONTRACT NO 2016-0362**

This Sanitary Sewer Extension Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Sondra F. Morris, Executor of the Estate of Robert N. Moore Jr. on this the 5th day of July, 2017.

WHEREAS, Robert N. Moore Jr. (the "Decedent"), died on February 28, 2017, and the Decedent's Last Will and Testament dated April 13, 2016, was admitted to probate on April 4, 2017 as File No. P9060 in the Chancery Court for Williamson County, Tennessee, whereupon Sondra F. Morris was appointed Executor (the "Executor") for the Decedent's Estate (the "Estate"); and

WHEREAS, the Decedent, owned property located in the vicinity of the intersection of Five Mile Crossing and Old Peytonsville Road located in the City of Franklin, TN as shown on Exhibit A, and also known as Map 117, Parcel 22.00; and

WHEREAS, identical agreements have been executed between the City and K&T Associates, LLC (contract number 2016-0307) and between the City and Mapco Express, Inc (contract number 2016-0363); and

WHEREAS, collectively, the properties owned by K&T Associates, LLC and MAPCO referenced in these three contracts, are the "Affected Properties;" and

WHEREAS, the Goose Creek Inn Wastewater Treatment Plant (WWTP) provides sanitary sewer service to the Affected Properties; and

WHEREAS, on September 26, 2016 Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation issued an Order and Assessment to the Decedent for violations associated with the domestic wastewater treatment system; and

WHEREAS, the City and the Executor, on behalf of the Estate, have agreed to extend the City's sanitary sewer infrastructure, abandon the existing package plat and stop discharging from the Goose Creek Inn WWTP (known as the "Project"), as shown in concept on Exhibit A; and

WHEREAS, the estimated cost associated with the construction, easement acquisition, permitting, design and construction management for the Project is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) as shown on Exhibit B; and

NOW THEREFORE, the City and the Executor, its successors and assigns, on behalf of the Estate, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Based upon a preliminary estimate prepared by Paul Holzen, City Engineer, an engineer licensed by the State of Tennessee, the costs of the above improvements is estimated at \$540,000.00 which includes the total design, right-of-way/easement, permitting, construction management and construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Affected Properties (the "Estimated Costs"). All improvements will be designed by and construction supervised by, an engineer licensed by the State of Tennessee. In the event the construction bids for the Project would result in the actual total costs of the Project exceeding 110% of the Estimated Costs, then the City shall provide written notice to the Executor, and the Executor shall have thirty (30) days in which to notify the City in writing of its election to terminate this Agreement. Should any of the Affected Property owners elect to terminate their agreement, (COF 2016-0307, COF 2016-0362 AND COF 2016-0363) the City shall have the right to terminate this contract. In the event any of the Affected Property Owners or the City elect to terminate the agreement, the Executor, on behalf of the Estate, shall reimburse the City for Estate's proportionate share (as defined in Sections 5 and 7 of this Agreement) of the costs incurred by the City as of the date of the notice to the Executor that the costs would exceed 110% of the Estimated Costs. Such reimbursement shall be paid to the City within thirty (30) days of receipt from the City of reasonable documentation for all such cost. Notwithstanding any other provision of this Agreement, following such notice of termination and reimbursement payment to the City, the Executor and the Estate shall have no further obligations or liability to the City under this Agreement and the City shall not extend sanitary sewer to the Decedent's property.
3. Prior to approving any change order that would result in the total costs of the Project exceeding the Estimated Costs, the City shall consult with the Executor and accept any reasonable suggestions made by the Executor to reduce the cost of the change order.
4. Within thirty (30) days from the date the Executor receives written notice from the City that the Board of Mayor and Aldermen have approved the construction bids for the Project, the Executor, on behalf of the Estate shall pay all sewer tap and connection fees as established in Franklin Municipal Code and as estimated in Exhibit B.
5. Except as expressly provided in Section 2, the City and the Executor, on behalf of the Estate, agree that One Hundred percent (100%) of the City's cost, plus interest as provided in Section 6, for the design, right-of-way/easement acquisition, permitting, construction management and construction cost of the Project shall be reimbursed by the Affected Properties to the City. The owners of the Affected Properties shall only be liable for their proportionate share of the final Project cost. The City and the Executor, on behalf of the Estate, agree that the proportionate share for each Affected Properties shall not be subject to change and shall be as follows:

Property Owner	Total Market Appraisal (Source: Williamson County Property Assessor)	Proportionate Share
K&T Associates LLC.	\$2,097,700	36.24%
Robert N. Moore Jr.	\$2,260,700	39.05%
MAPCO	\$1,430,100	24.71%
Total	\$5,054,500	100.00%

6. The City agrees to fund the initial capital investment cost associated with the design, right of way/easement acquisition, permitting, construction and construction management of the Project. The Executor, on behalf of the Estate, agrees to reimburse the City 100% of the Estate's proportionate share of the actual Project cost to include a 3.5% per annum interest rate.
7. Robert N. Moore Jr. shall owe to the City 39.05% for the Estate's proportionate share of the Project cost to include the cost associated with the design, right of way/easement acquisition, permitting, construction and construction management for the Project and interest as provided in Section 6.
8. Robert N. Moore Jr. shall pay its proportionate share of the final total Project cost over a term of (5) years and shall be required to pay off 100% of its proportionate share of the total Project cost prior to transferring ownership of its property. The City shall permit the Executor, on behalf of the Estate, Robert N. Moore Jr. to pay in monthly installments on a schedule determined by the City. Following City approval of the final Project change order/cost, the City shall notify the Executor of the final Project cost and establish the minimum monthly billing associated with the Project. The City will provide reasonable documentation for all such cost. In the event any monthly payment due from Robert N. Moore Jr. shall be delinquent thirty (30) days after it is due and payable, and such default is not cured by the Executor within thirty (30) days of the receipt of written notice of such default from the City, then the whole balance of the unpaid Project costs shall then become due and payable and shall be subject to such late fees for delinquent sewer fees as provided in the Franklin Municipal Code and a lien shall be placed on the Robert N. Moore Jr. Property by the City until all delinquent payments are made to the City.
9. The City and the Executor, on behalf of the Estate, agree that monthly sanitary sewer billing, including but not limited to any monthly minimum sewer fee, shall be initiated at the time sanitary sewer flow is removed from the Goose Creek Inn WWTP and connected to the City's sanitary sewer infrastructure. Sanitary sewer billing shall be based on current requirements as established in Franklin Municipal Code.
10. The Executor, on behalf of the Estate, agrees to execute, at no cost to the City, the Project or the Affected Properties, any necessary temporary and permanent easements provided by the

City that are required for the design, construction, operations and maintenance of any portion of the Project located on the Robert N. Moore Jr. Property. Easements shall be executed by the Executor within thirty (30) days of the City notifying the Executor in writing that the City has obtained all necessary local, state and federal permits required as part of the Project. Final determination on the required easements shall be determined by the City Engineer.

11. Following the completion of construction and acceptance of the Project, the City agrees to be responsible for the long term maintenance and operations of the public sanitary sewer infrastructure as shown in concept on Exhibit A.
12. This Agreement is subject to the City obtaining all necessary local, state and federal permits associated with the Project. The City shall not be liable for any delays associated with the engineering/design, right-of-way, construction management and construction associated with this Project.
13. This agreement shall be recorded by the City with the Williamson County Register of Deeds against the Affected Properties within 30 days of complete execution of the Agreement as well as signatures of the owners of the Affected Properties. Following payment of 100% of the Robert N. Moore Jr. 's proportionate share of the cost of the Project, the City shall record a document indicating that all Project cost owed by Robert N. Moore Jr. has been paid and release Robert N. Moore Jr. and the Robert N. Moore Jr. Property from further obligations associated with this Agreement.
14. The City's obligations to this Agreement are subject to prevention by causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
15. The City and the Executor, on behalf of the Estate, agree that the terms and conditions contained herein shall be binding on and shall inure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
16. The City shall have no liability except as specifically provided in this Agreement.
16. 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.
17. Deadlines. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.

18. Interpretation. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman.
19. Exhibits. The City and the Executor, on behalf of the Estate, acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
20. 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 Alderman on _____, 2017.

[Signatures on following pages]

WITNESS our hands on the dates as indicated.

Estate of Robert N. Moore Jr.

By: Sondra F. Morris

Print Name: Sondra F. Morris

Title: Executor

Date: July 5th, 2017

STATE OF Tennessee

COUNTY OF Williamson

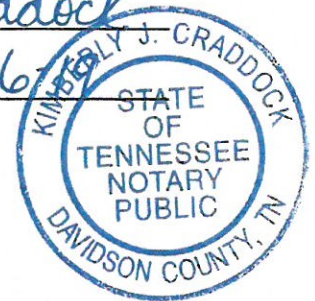
Before me, Kimberly J. Craddock, a Notary Public of said County and State, personally appeared Sondra F. Morris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be Executor (or other officer authorized to execute the instrument) of Estate of Robert Moore, the within named bargainor, a Estate, and that she as such Executor executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 5 day of July, 2017.

Kimberly J. Craddock

Notary Public

My Commission Expires: 5-6-19



WITNESS our hands on the dates as indicated.

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

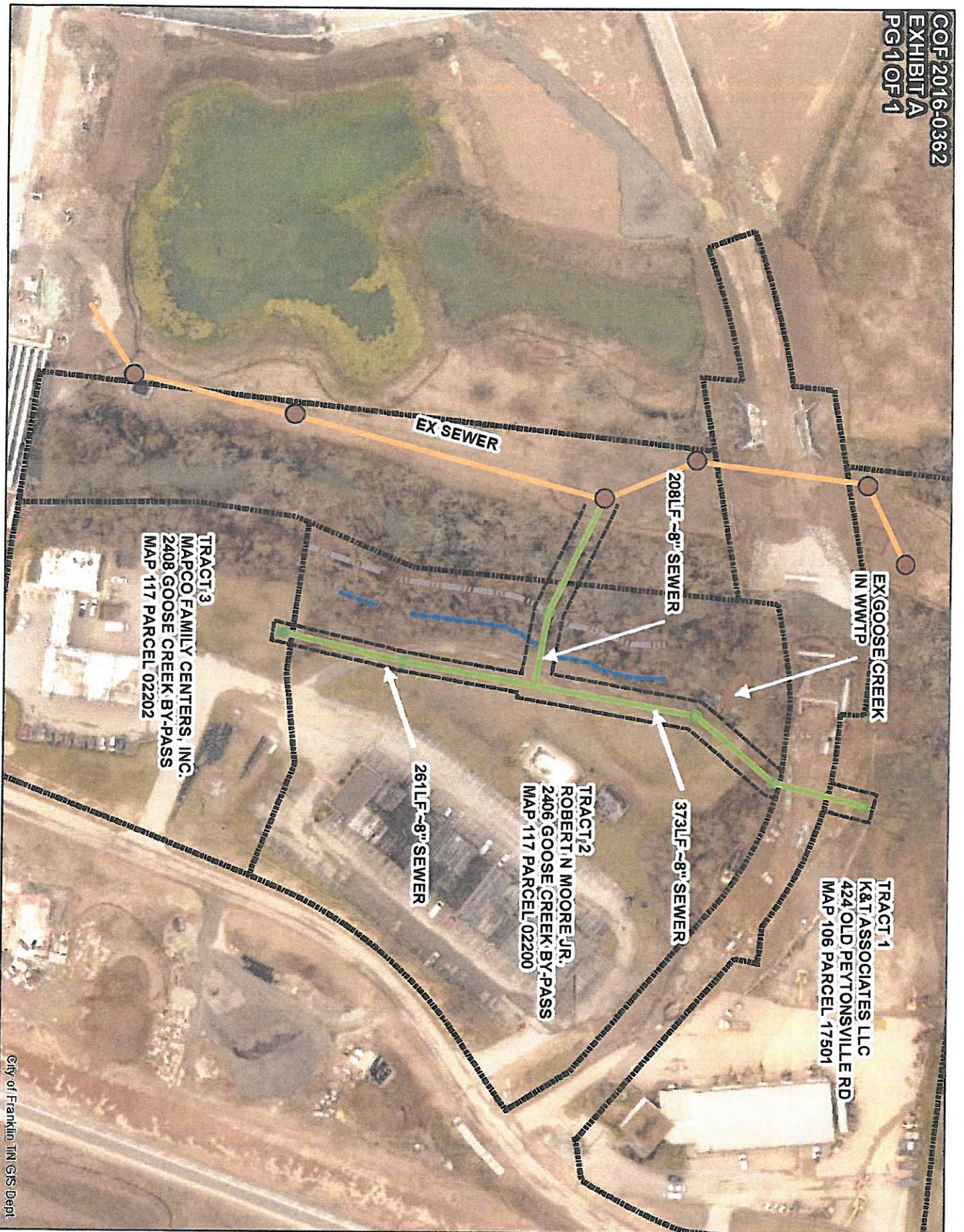
Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively,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

Witness my hand and seal this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney



Estimated Construction Cost Goose Creek Inn Sewer Project Update Completed: 04-27-2017					
Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$20,000.00	\$20,000.00
2	SEEDING WITH MULCH	1632	LF	\$1.50	\$2,448.00
3	Erosion & Sediment Control	1	LS	\$10,000.00	\$10,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	20	CY	\$40.00	\$800.00
5	Utility Relocation Contingency	1	LS	\$50,000.00	\$50,000.00
6	Contingency	1	LS	\$15,000.00	\$15,000.00
7	Decommissioning and Disposal of Existing Goose Creek Inn WWTP	1	LS	\$10,000.00	\$10,000.00
8	Guardrail Modifications (remove and reinstall)	1	LS	\$15,000.00	\$15,000.00
Sanitary Sewer					
8	8-inch PVC SDR 26 (*See note 1)	763	LF	\$90.80	\$69,280.40
9	8-inch PVC SDR 26 - Stream Crossing	79	LF	\$1,200.00	\$94,800.00
10	4' diameter Precast Manhole, 0-6' depth	7	EA	\$3,200.00	\$22,400.00
11	4' diameter precast manhole sidewall, greater than 6' depth	44	VF	\$215.00	\$9,460.00
12	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	3	EA	\$1,640.00	\$4,920.00
13	Manhole Vent Assembly	1	EA	\$4,210.00	\$4,210.00
14	Watertight Manhole Casting	2	EA	\$1,050.00	\$2,100.00
15	Connect to existing manhole	1	EA	\$2,100.00	\$2,100.00
16	New Exterior drop assembly on existing manhole	1	EA	\$3,040.00	\$3,040.00
17	CCTV Inspection of New Gravity Sewer	842	LF	\$1.50	\$1,263.00
18	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	324.8	TONS	\$25.90	\$8,412.32
19	Cold Planning Bituminous Pavement (TDOT Item 415-01.02)	2400	SY	\$4.00	\$9,600.00
20	ACS (PG70-22) Grading D (TDOT Item 411-02.10)	190.8	TON	\$112.00	\$21,369.60
21	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	488.2	TON	\$120.00	\$58,579.20
22	Concrete Curb and Gutter (TDOT Item 702-03)	5	CY	\$300.00	\$1,500.00
TOTAL BID AMOUNT					\$436,282.52

Note 1 Item includes backfill. Roadway Base Stone and Pavement to be paid out of other line items.

Note 2 Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding, backfilling, flexible couplings and trees, and all other materials, labor and equipment to complete the work.

Total Estimated Project Cost

Engineering and Survey Cost	\$58,520.00
Permitting Fees	\$4,000.00
Easement Cost	\$0.00
Construction Cost	\$436,282.52
Construction Management Cost	\$41,197.48
Total Estimated Project Cost	\$540,000.00

Estimated Sewer Tap and Connection Fees

	Meter Size	Application Fee	Sewer Connection Fee	SDF	Access Fee	Installation Fee	EDF	Total
Mapco Family Centers, Inc.	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
K&T Associates LLC	3/4"	\$25	\$50	\$1,444	\$2,100	\$263	\$450	\$4,332
K&T Associates LLC	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
Robert N. Moore Jr.	2"	\$25	\$50	\$18,480	\$26,880	\$263	\$5,760	\$51,458

Prepared by:
City of Franklin, Tennessee Engineering
109 Third Avenue South
Franklin, Tennessee 37064
615-791-3217

**SANITARY SEWER EXTENSION AGREEMENT
COF CONTRACT NO 2016-0363**

This Sanitary Sewer Extension Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and MAPCO EXPRESS, Inc. ("MAPCO") on this the _____ day of _____, 2017.

WHEREAS, MAPCO, currently owns property located in the vicinity of the intersection of Five Mile Crossing and Old Peytonsville Road located in the City of Franklin, Tennessee, as shown on Exhibit A; and

WHEREAS, MAPCO, the successor by corporate merger to MAPCO Family Centers, Inc., is the owner of property known as Map 117, Parcel 22.02 as shown on Exhibit A (the "MAPCO Property"); and

WHEREAS, identical agreements have been executed between the City and K&T Associates, LLC (COF Contract No. 2016-0307) and between the City and Robert N. Moore Jr. (COF Contract No. 2016-0362); and

WHEREAS, collectively, the properties owned by Robert N. Moore Jr., K&T Associates, LLC, and MAPCO referenced in these three contracts, are the "Affected Properties;" and

WHEREAS, the Goose Creek Inn Wastewater Treatment Plant (WWTP) provides sanitary sewer service to the Affected Properties; and

WHEREAS, on September 26, 2016 Commissioner Robert J. Martineau, Jr., on behalf of the Tennessee Department of Environment and Conservation issued an Order and Assessment to Robert N. Moore Jr. for violations associated with the domestic wastewater treatment system; and

WHEREAS, the City and MAPCO have agreed to extend the City's sanitary sewer infrastructure, abandon the existing package plat and stop discharging from the Goose Creek Inn WWTP (known as the "Project"), as shown in concept on Exhibit A; and

WHEREAS, the estimated cost associated with the construction, easement acquisition, permitting, design and construction management for the Project is FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) as shown on Exhibit B; and

NOW THEREFORE, the City and MAPCO, its successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Based upon a preliminary estimate prepared by Paul Holzen, City Engineer, an engineer licensed by the State of Tennessee, the costs of the above improvements is estimated at Five Hundred Forty Thousand and No/100 Dollars (\$540,000.00) which includes the total design, right-of-way/easement, permitting, construction management and construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Affected Properties (the "Estimated Costs"). All improvements will be designed by and construction supervised by, an engineer licensed by the State of Tennessee. In the event the construction bids for the Project would result in the actual total costs of the Project exceeding 110% of the Estimated Costs, then the City shall provide written notice to MAPCO, and MAPCO shall have thirty (30) days in which to notify the City in writing of its election to terminate this Agreement. Should any of the Affected Property owners elect to terminate their agreement, (COF Contract No. 2016-0307, COF Contract No. 2016-0362, AND COF Contract No. 2016-0363) the City shall have the right to terminate this contract. In the event any of the Affected Property Owners or the City elect to terminate the agreement, MAPCO shall reimburse the City for MAPCO's proportionate share (as defined in Sections 5 and 7 of this Agreement) of the costs incurred by the City as of the date of the notice to MAPCO that the costs would exceed 110% of the Estimated Costs. Such reimbursement shall be paid to the City within thirty (30) days of receipt from the City of reasonable documentation for all such cost. Notwithstanding any other provision of this Agreement, following such notice of termination and reimbursement payment to the City, MAPCO shall have no further obligations or liability to the City under this Agreement and the City shall not extend sanitary sewer to the MAPCO's property.
3. Prior to approving any change order that would result in the total costs of the Project exceeding the Estimated Costs, the City shall consult with MAPCO and accept any reasonable suggestions made by MAPCO to reduce the cost of the change order.
4. Within thirty (30) days from the date MAPCO receives written notice from the City that the Board of Mayor and Aldermen have approved the construction bids for the Project, MAPCO shall pay all sewer tap and connection fees as established in Franklin Municipal Code and as estimated in Exhibit B.
5. Except as expressly provided in Section 2, the City and MAPCO agree that One Hundred percent (100%) of the City's cost, plus interest as provided in Section 6, for the design, right-of-way/easement acquisition, permitting, construction management and construction cost of the Project shall be reimbursed by the Affected Properties to the City. The owners of the Affected Properties shall only be liable for their proportionate share of the final Project cost. The City and MAPCO agree that the proportionate share for each Affected Properties shall not be subject to change and shall be as follows:

Property Owner	Total Market Appraisal (Source: Williamson County Property Assessor)	Proportionate Share
K&T Associates LLC.	\$2,097,700	36.24%
Robert N. Moore Jr.	\$2,260,700	39.05%
MAPCO	\$1,430,100	24.71%
Total	\$5,054,500	100.00%

6. The City agrees to fund the initial capital investment cost associated with the design, right of way/easement acquisition, permitting, construction and construction management of the Project. MAPCO agrees to reimburse the City 100% of its proportionate share of the actual Project cost to include a 3.5% per annum interest rate.
7. MAPCO shall owe to the City 24.71% for its proportionate share of the Project cost to include the cost associated with the design, right of way/easement acquisition, permitting, construction and construction management for the Project and interest as provided in Section 6.
8. MAPCO shall pay its proportionate share of the final total Project cost over a term of five (5) years and shall be required to pay off 100% of its proportionate share of the total Project cost prior to transferring ownership of its property. The City shall permit MAPCO to pay in monthly installments on a schedule determined by the City. Following City approval of the final Project change order/cost, the City shall notify MAPCO of the final Project cost and establish the minimum monthly billing associated with the Project. The City will provide reasonable documentation for all such cost. In the event any monthly payment due from MAPCO shall be delinquent thirty (30) days after it is due and payable, and such default is not cured by MAPCO within thirty (30) days of the receipt of written notice of such default from the City, then the whole balance of the unpaid Project costs shall then become due and payable and shall be subject to such late fees for delinquent sewer fees as provided in the Franklin Municipal Code and a lien shall be placed on the MAPCO Property by the City until all delinquent payments are made to the City.
9. The City and MAPCO agree that monthly sanitary sewer billing, including but not limited to any monthly minimum sewer fee, shall be initiated at the time sanitary sewer flow is removed from the Goose Creek Inn WWTP and connected to the City's sanitary sewer infrastructure. Sanitary sewer billing shall be based on current requirements as established in Franklin Municipal Code.
10. MAPCO agrees to execute, at no cost to the City, the Project or the Affected Properties, any necessary temporary and permanent easements provided by the City that are required for the design, construction, operations and maintenance of any portion of the Project located on the MAPCO Property. Easements shall be executed by MAPCO within thirty (30) days of the City notifying MAPCO in writing that the City has obtained all necessary local, state and

federal permits required as part of the Project. Final determination on the required easements shall be determined by the City Engineer.

11. Following the completion of construction and acceptance of the Project, the City agrees to be responsible for the long-term maintenance and operations of the public sanitary sewer infrastructure as shown in concept on Exhibit A.
12. This Agreement is subject to the City obtaining all necessary local, state and federal permits associated with the Project. The City shall not be liable for any delays associated with the engineering/design, right-of-way, construction management and construction associated with this Project.
13. This agreement shall be recorded by the City with the Williamson County Register of Deeds against the Affected Properties within 30 days of complete execution of the Agreement as well as signatures of the owners of the Affected Properties. Following payment of 100% of the MAPCO's proportionate share of the cost of the Project, the City shall record a document indicating that all Project cost owed by MAPCO has been paid and release MAPCO and the MAPCO Property from further obligations associated with this Agreement.
14. The City's obligations to this Agreement are subject to prevention by causes beyond the City's control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
15. The City and MAPCO agree that the terms and conditions contained herein shall be binding on and shall inure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
16. The City shall have no liability except as specifically provided in this Agreement.
17. 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.
18. Deadlines. If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.
19. Interpretation. Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman.

20. Exhibits. The City and MAPCO acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
21. 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 _____, 2017.

[Signatures on following pages]

WITNESS our hands on the dates as indicated.

MAPCO EXPRESS, Inc., a Delaware corporation

By: [Signature]

Print Name: Andy Scoggin

Title: CEO

Date: 5/23/17

By: [Signature]

Print Name: Dave DeSerio

Title: COO

Date: 5/23/17

STATE OF Tennessee

COUNTY OF Williamson

Before me, the undersigned, Sheri Kimbro, a Notary Public in and for the State and County aforesaid, personally appeared Andy Scoggin and Dave DeSerio, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon their oaths, acknowledged themselves to be CEO and COO, respectively of MAPCO EXPRESS, Inc., the within named bargainor, a Delaware corporation, and that they as such CEO and COO, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such CEO and as such COO.

Witness my hand and seal on this 23rd day of May, 2017



[Signature]
Notary Public
My Commission Expires: 1/20/19

WITNESS our hands on the dates as indicated.

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

Witness my hand and seal this ____ day of _____, 20 ____.

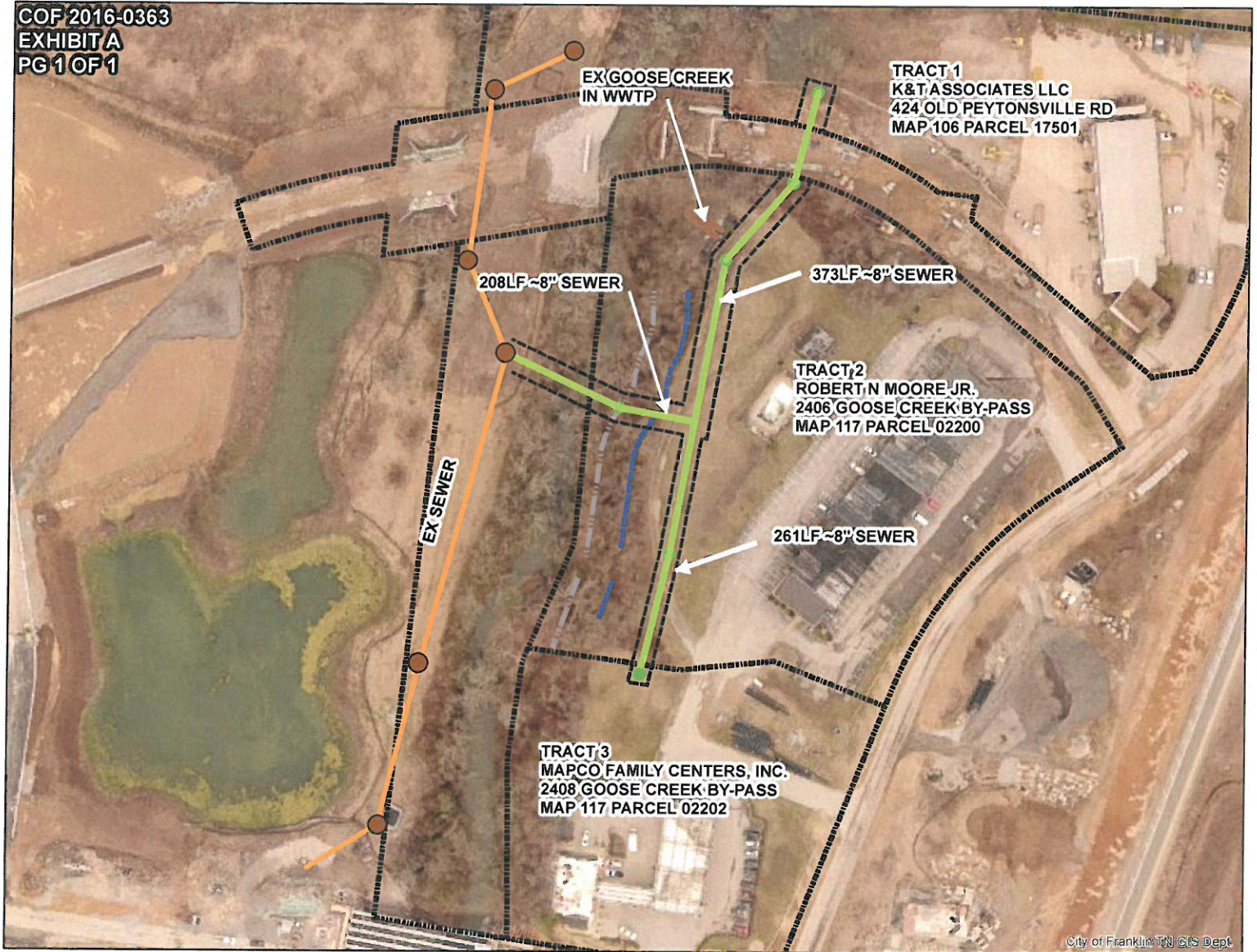
Notary Public

My Commission Expires: _____

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

COF 2016-0363
EXHIBIT A
PG 1 OF 1



Estimated Construction Cost

Goose Creek Inn Sewer Project

Update Completed: 04-27-2017

Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$20,000.00	\$20,000.00
2	SEEDING WITH MULCH	1632	LF	\$1.50	\$2,448.00
3	Erosion & Sediment Control	1	LS	\$10,000.00	\$10,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where directed by the Owner or Engineer	20	CY	\$40.00	\$800.00
5	Utility Relocation Contingency	1	LS	\$50,000.00	\$50,000.00
6	Contingency	1	LS	\$15,000.00	\$15,000.00
7	Decommissioning and Disposal of Existing Goose Creek Inn WWTP	1	LS	\$10,000.00	\$10,000.00
8	Guardrail Modifications (remove and reinstall)	1	LS	\$15,000.00	\$15,000.00
Sanitary Sewer					
8	8-inch PVC SDR 26 (*See note 1)	763	LF	\$90.80	\$69,280.40
9	8-inch PVC SDR 26 - Stream Crossing	79	LF	\$1,200.00	\$94,800.00
10	4' diameter Precast Manhole, 0-6' depth	7	EA	\$3,200.00	\$22,400.00
11	4' diameter precast manhole sidewall, greater than 6' depth	44	VF	\$215.00	\$9,460.00
12	6" PVC SDR 26 Gravity Sewer Service Line (*See note 2)	3	EA	\$1,640.00	\$4,920.00
13	Manhole Vent Assembly	1	EA	\$4,210.00	\$4,210.00
14	Watertight Manhole Casting	2	EA	\$1,050.00	\$2,100.00
15	Connect to existing manhole	1	EA	\$2,100.00	\$2,100.00
16	New Exterior drop assembly on existing manhole	1	EA	\$3,040.00	\$3,040.00
17	CCTV Inspection of New Gravity Sewer	842	LF	\$1.50	\$1,263.00
18	Mineral Aggregate, Type A Base, Grading D (TDOT Item 303-01)	324.8	TONS	\$25.90	\$8,412.32
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21	Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2 (TDOT Item 307-02.08)	488.2	TON	\$120.00	\$58,579.20
22	Concrete Curb and Gutter (TDOT Item 702-03)	5	CY	\$300.00	\$1,500.00
TOTAL BID AMOUNT					\$436,282.52

Note 1 Item includes backfill. Roadway Base Stone and Pavement to be paid out of other line items.

Complete in place service connection (includes at minimum a cleanout assembly, service line pipe, fittings, unclassified excavation, bedding,

Note 2 backfilling, flexible couplings and trees, and all other materials, labor and equipment to complete the work.

Total Estimated Project Cost

Engineering and Survey Cost	\$58,520.00
Permitting Fees	\$4,000.00
Easement Cost	\$0.00
Construction Cost	\$436,282.52
Construction Management Cost	\$41,197.48
Total Estimated Project Cost	\$540,000.00

Estimated Sewer Tap and Connection Fees

	Meter Size	Application Fee	Sewer Connection Fee	SDF	Access Fee	Installation Fee	EDF	Total
Mapco Family Centers, Inc.	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
K&T Associates LLC	3/4"	\$25	\$50	\$1,444	\$2,100	\$263	\$450	\$4,332
K&T Associates LLC	1"	\$25	\$50	\$5,775	\$8,400	\$263	\$1,800	\$16,313
Robert N. Moore Jr.	2"	\$25	\$50	\$18,480	\$26,880	\$263	\$5,760	\$51,458

Request for Construction Change
Change Order No. 1

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

Contract No.	2015-0070
Project	Goose Creek Sanitary Sewer Project from West I65 to East I65

Whereas, we DYNAMIC CONSTRUCTION entered into a contract with the CITY OF FRANKLIN, on November 8, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

- Delays in fabricating bore head for the bore under I65 while waiting on work change directive approval from City
- Additional excavation and shoring from Manhole A-10 to Manhole A-11 due to 8.4 foot discrepancy between plan elevation and actual elevation of Manhole A-11
- Repair of unmarked water line that was damaged several times during construction in the area of the line
- Correcting existing 16" casing pipe under Ag Lane that was not installed on grade

Attachments (List documents supporting change):

- Letter dated June 20, 2017, from Roger King of Dynamic Construction (Attachment A)

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$1,717,620.40
Net Increase (Decrease) from previous Change Orders No. 0 to ____:
Contract Price prior to this Change Order:
\$1,717,620.40
Net increase (decrease) of this Change Order:
\$0
Contract Price with all approved Change Orders:
\$1,717,620.40

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: 8/6/17
Ready for final payment: 9/5/17
Net change from previous Change Orders No. 0 to _ to:
Substantial Completion: 8/6/17
Ready for final payment: 9/5/17
Contract Times prior to this Change Order:
Substantial Completion: 8/6/17
Ready for final payment: 9/5/17
Net increase (decrease) this Change Order:
Substantial Completion: 10/5/17
Ready for final payment: 11/4/17
Contract Times with all approved Change Orders:
Substantial Completion: 10/5/17
Ready for final payment: 11/4/17

Now, Therefore, We, DYNAMIC CONSTRUCTION Contractors, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: _____
ENGINEER

By: _____
CITY PROJECT MANAGER

By: _____
WATER MANAGEMENT DIRECTOR

Date: _____

Date: _____

Date: _____

ACCEPTED:

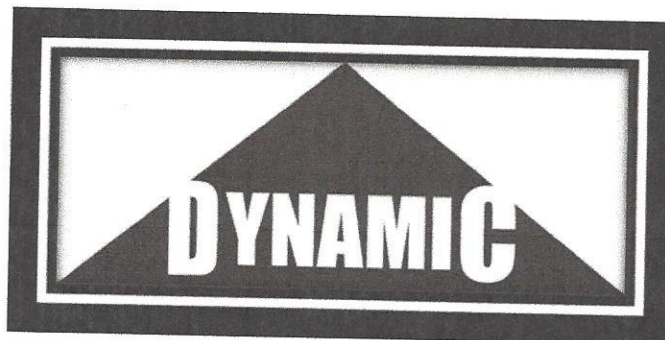
APPROVED:

By: _____
CONTRACTOR (Authorized Signature)

By: _____
OWNER (Authorized Signature)

Date: _____

Date: _____



June 20, 2017

Re: Sanitary Sewer from West I-65 to East I-65
Project No. 2015-0070

Gentlemen:

Dynamic Construction, LLC (DCL) requests a time extension of 60 calendar days to the referenced project because of the following.

1. DCL experienced delays in fabricating the 42-inch bore head waiting for the City of Franklin to approve the change order request.
2. DCL experienced delays because of extra depth excavation from Manhole A-10 to Manhole A-11. Plan depth of Manhole A-11 is 6.1 feet. Actual depth of Manhole A-11 is 14.5 feet. This has caused a considerable amount of additional excavation and shoring.
3. DCL experienced delays because of an unmarked water line. Although the water line was shown on the plan it was never marked. All other utilities were marked. We hit the unmarked line and the proximity of the water line to our proposed lines resulted in additional time for repair and avoidance of the existing line going forward.
4. DCL spent additional time performing the work involved with Work Change Directive No. 1.

We understand there might be a change order to rework water line in Long Lane. Should our price be accepted, this work will be performed in the 60-day time extension.

Thank you for your consideration of this request.

Sincerely,
Dynamic Construction, LLC

Roger A. King

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE GOOSE CREEK SANITARY SEWER EXTENSION
PROJECT FROM WEST OF I-65 TO THE EAST SIDE OF I-65
COF Contract No. 2014-0177

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201_, by and between the City of Franklin, Tennessee (“City”) and HETHCOAT & DAVIS, INC. (“Consultant”).

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement (“Agreement”) entitled Professional Services Agreement For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (“Project”), dated the 9th day of September 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$120,725.00; and,

WHEREAS, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (COF Contract No. 2014-0177), dated the 8th day of September, 2015; and

WHEREAS, said Amendment No 1 stipulated that the Consultant would be paid a not to exceed fee of \$11,810.00, as detailed in the Fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No 2 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (COF Contract No. 2014-0177), dated the 22nd day of November, 2016; and

WHEREAS, said Amendment No 2 stipulated that the Consultant would be paid a not to exceed fee of \$26,605.00, as detailed in the Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to construction services support to fully complete the Project’s final construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65, as described in Attachment A dated June 27,

2017, in the amount of TWELVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$12,800.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final design as stated above for the Project as proposed by the Consultant.

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

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

2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the June 27, 2017, letter of proposal (Attachment A) which includes the Scope of Services for this Amendment Attachment A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed TWELVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$12,800.00) for the additional services as described in Attachment A.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements

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

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

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

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated September 9, 2014, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

HETHCOAT & DAVIS, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



June 27, 2017

Ms. Patricia McNeese, PE
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**Re: Request for Additional Engineering Services related to
Construction Services Support
Fire Hall Sewer Extension**

Dear Patricia:

We are requesting an additional service amendment for additional services related to the permit revisions and additional construction services for the current Fire Hall Sewer Extension project.

The current project has a scheduled completion date of August 6, 2017. Recently, Dynamic Construction, LLC has requested a time extension of 60 calendar days which is being considered under separate change order. We currently have enough funds budgeted for resident project representative to carry us through the end of August. However, beyond that time, we do not have sufficient funds to continue to provide these services. As a result of this proposed change order, we request an increase in fees to accommodate this additional construction period. We have assumed a period of approximately 6 weeks. We project that we will have adequate funds to cover the construction administrative portion of the work for the extended time period.

The cost for these additional services is as follows:

- Additional Resident Project Representative Services for period from September 1 through October 7, 2017 - \$12,800.00

We respectfully request a contract amendment in the lump sum amount of \$12,800.00.

We sincerely appreciate the opportunity to work with you and the City of Franklin. If you should have any questions or require additional information, please call.



Hethcoat & Davis, Inc.

A handwritten signature in blue ink, appearing to read "Keith Davis", is written over the printed name.

Keith Davis, PE,
Secretary

Cc: Cory Borum, H&D

Request for Construction Change
Change Order No. 2

City of Franklin, TN
Engineering Department
109 Third Avenue South, Suite 142
Franklin, TN 37064

Contract Number: 2014-0273
Project: On Call Annual Contract for
Sanitary Sewer Cleaning and Inspection

Whereas, We, First Response Environmental Group, entered into a contract with the City of Franklin, on May 26, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Time Extension to allow for continuation of contract through the end of the fiscal year (FY) 2018 (e.g. July 1, 2017 thru June 30, 2018)

Attachments (List documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$459,310.00</u>
Net Increase (Decrease) from previous Change Orders No. 0 to N/A: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$459,310.00</u>
Net Increase (Decrease) of this Change Order: <u>\$0.00</u>
Contract Price with all approved Change Orders: <u>\$459,310.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2016</u> Ready for final payment: <u>July 31, 2016</u>
Net change from previous Change Orders No. 0 to N/A: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2017</u> Ready for final payment: <u>July 31, 2017</u>
Net increase (Decrease) this Change Order: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>349 days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2018</u> Ready for final payment: <u>July 31, 2018</u>

Now, Therefore, We, First Response Environmental Group, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL:

Director of Water Management

Date: _____

ACCEPTED:

Contractor (Authorized Signature)

Date: _____

APPROVED:

City of Franklin (Authorized Signature)

Date: _____

AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN WASTEWATER RECLAMATION FACILITY
COF Contract No. 2013-0001

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and CDM Smith ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Wastewater Reclamation Facility Modifications and Expansion Project (COF Contract No. 2013-0001), dated the 3rd day of March 2013, at a fee not to exceed \$2,967,150.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 1 to the Agreement dated May 27, 2014, at a fee not to exceed \$2,293,000.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 2 to the Agreement dated November 10, 2015, at a fee not to exceed \$740,500.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 3 to the Agreement dated August 8, 2016, at a fee not to exceed \$484,230.00; and

WHEREAS, during the final stages of the engineering (design) of the Project the Consultant and City staff determined that there is a need for a revision in the Scope of Services for the Agreement to add Task 1, Task 1A, Task 2, Task 3 and Task 4 as found in Attachment A, Amendment 4 Proposal (attached and made a part hereto); and

WHEREAS, the Consultant has presented to the City staff a summary of costs that breaks down the anticipated work effort for each Task (Table 1) as found in Attachment A; and has been reviewed by City staff and appears to be appropriate for the work required for the completion of the Tasks; and

WHEREAS, City staff feels the Task Values as present in Table 1 of Attachment A are appropriate for the anticipated work required for the Scope of Services revisions as presented in the Amendment of the Agreement.

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

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

2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the April 19, 2017, letter of proposal (Attachment A) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed FOUR HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$482,750.00) for the additional Services as described in Attachment A for Task 1, Task 1A, Task 2, Task 3 and Task 4.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

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

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

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

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated March 3, 2013, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM Smith

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

April 19, 2017

Mr. Mark Hilty, P.E.
City of Franklin
Director, Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Proposed Amendment 4
Franklin WRF Expansion Project

Dear Mark:

Amendment number 4 is attached for your review. Please let Zack or me know if you have any questions or need any additional information. We would also be glad to go through this with you at your convenience.

We sincerely appreciate this opportunity to continue our work with the City of Franklin.

Very truly yours,

Robert P. Huguenard
Senior Project Manager
CDM Smith

Enclosure

cc: Michelle Hatcher, City of Franklin
Zack Daniel, CDM Smith
Jennifer Osgood, CDM Smith



Proposed Amendment 4

Franklin Wastewater Reclamation Facility

Modifications and Expansion Project

1.0 Project Background

The design and permitting for the Franklin WRF Improvements project continues to be prolonged due to the lack of finalization of the plant's expanded NPDES permit; ultimately, delaying the funding (SRF) and bidding processes. In addition, there also continue to be questions and request for clarification by a small facet of the public and regional environmental group with regards to the planned biosolids upgrades and the permitted effluent discharge limits for the proposed expansion. The delays in themselves result in additional week-to-week expenditures required to continue managing and maintaining the project, but the public objections have also resulted in additional tasks required to respond to input and requests; and most recently, in the evaluation of a potential new biosolids process, the Lystek Thermal Hydrolysis Process.

The delaying of the NPDES permit has also resulted in additional coordination and delays with the SRF loan process for the City's approved financing. The process has become protracted and has required additional work above the originally defined scope of work; and most importantly, continues to impact the requirements and needs of the project on a weekly basis as we move towards approval of the permit and bidding of the project. This amendment will address these additional efforts to continue this push towards bidding the project and commencing construction in 2017.

2.0 Scope

Task 1, Evaluation of Lystek System

The City was approached by Lystek International, through coordination by the Chestnut Bend Homeowners Association (CBHOA), and requested to be considered as an alternative to the previously selected Cambi thermal hydrolysis system, which is part of the currently designed biosolids system. The City Board of Mayor and Alderman (BOMA) decided to evaluate the Lystek system in comparison with the Cambi system to ensure that the City and CDM Smith are providing the most appropriate, cost-effective solution for the City's long-term biosolids processing and disposal needs.

Prior to preliminary design, procurement documents were prepared by CDM Smith to obtain competitive proposals for preselection of a thermal hydrolysis pretreatment (THP) system, with proposals obtained from Cambi and Krueger for their respective processes. The proposals were subjected to a meticulous economic (capital, operations and maintenance, and life-cycle costs) and non-economic analysis. Based on this analysis, the Cambi THP system was recommended and approved by the Board of Mayor and Alderman. This analysis and preselection was necessary due to the unique nature of the thermal hydrolysis systems and the variance between manufacturers in regards to their specific layouts, sizing, construction, support systems, and ancillary processes. Therefore, it was not possible to complete the design and produce construction documents for the biosolids treatment system without selecting a manufacturer to serve as the basis of design.

After the preselection of the Cambi system, the preliminary and final designs were completed for the system with the current biosolids process design documents at a 95% to 100% stage of completion.

The Lystek system is a thermal hydrolysis process; however, it is dramatically different from the Cambi and Krueger processes based on the ancillary systems that are required for a fully functioning system and the final product, which is a liquid fertilizer as opposed to the solids cake product produced by the currently designed system. Ultimately, the Lystek system is more of a post treatment step as opposed to a pretreatment step. The goal of this task is to perform an evaluation comparing the Lystek system to the Cambi system.

The evaluation requires establishing constraints and requirements that are commensurate to the constraints and requirements that were imposed in the bid package for the THP system selection. This process includes the development of process guarantee requirements; as well as penalties for not meeting these requirements, that are commensurate with those established for the original THP selection.

The equipment package to be pre-selected will include the thermal hydrolysis process equipment and the associated boiler units, feed hoppers, cooling units, dilution units and the digester feed pumps. The ancillary equipment identified herein was selected after discussions with the associated manufacturers. The goal was to identify equipment that potentially has an impact on the ability of the manufacturers to meet process guarantee requirements for the system.

With the above in mind, a bid package will be prepared for obtaining a proposal from Lystek that includes economic and non-economic information to perform a fair comparison with the pre-selected Cambi system. We assume that the evaluation will include the following subtasks/steps, some of which have already commenced:

Subtasks:

1. Pre-proposal support and efforts to define the proposed direction include:
 - a. CDM Smith performed initial public meeting preparation including researching and contrasting the Lystek system against other thermal hydrolysis systems. This initial research and analysis included conducting multiple calls and face-to-face discussions with Lystek staff.
 - b. CDM Smith attended a public meeting held by the City to learn more about the Lystek process. The public meeting, requested by the CBHOA, was held to discuss the potential use of the Lystek system in place of the proposed Cambi system; and ultimately, resulted in the BOMA decision to allow Lystek to present their process and conduct a formal comparison versus the Cambi THP process.
 - c. Preparation of a proposed approach for comparison of the Lystek system against the current design for City review and consideration.
 - d. The organization and completion of multiple conference calls to establish final direction on the evaluation.

2. A meeting was held in order to coordinate with Lystek staff to achieve the following goals:
 - a. Gain an in-depth understanding of the Lystek system to allow for the layout of the biosolids treatment system with the Lystek thermal hydrolysis process as the central process for the basis of conceptual design.
 - b. Gain an understanding of the Lystek business model and continue to work with Lystek to determine how that business model can be adjusted to fit City constraints and preferences. Lystek routinely provides their system/services as part of a design/build/finance/operate model. This is a drastically different approach than the current design-bid-build process envisioned.
 - c. Gain an understanding of the Lystek product marketing business model and continue to work with Lystek to determine how that business model can be adjusted to fit within City constraints.

To date, the City and CDM Smith have held a daylong meeting and site visit with multiple key Lystek staff at the Franklin WRF and anticipate the need for multiple conference calls to coordinate with Lystek to help define the scope for the bid documents. We have assumed that three conference calls will be necessary as part of the scope of work.

3. Define and produce a conceptual design (~10% to 20% documents) for the revised biosolids system with the Lystek system as its core, and identification of the equipment/processes that will be retained, adjusted or eliminated; as well as, the determination of any new process additions that may be required for a complete operating system. The final process layout must allow the ability of Lystek to meet the process guarantee requirements for the system that the other alternative THP processes were required to meet.

Following the analysis of the conceptual design, the sizing of the ancillary and support systems and facilities (i.e., portions of the biosolids system not directly in Lystek's scope) will be completed to allow for the performance of the cost analysis for the overall biosolids system. Draft figures and concepts will be developed and shared with the City in a summary memo and discussed as a group at a meeting attended by the core CDM Smith team (project manager, client service leader, and lead technical staff member).

4. Preparation of a pre-selection bid package. The package will include detailed performance based technical specifications, which will also include specific materials and equipment requirements. The package will include a bid sheet, measurement and payment details, a form(s) to gather information needed for long-term cost and non-cost evaluations, Division 1 specifications, and a letter agreement that commits the selected equipment manufacturer to providing equipment and services to the successful contractor at the bid cost under the conditions defined in the specifications. The draft package will be submitted to the City for review, and a conference call will be held to obtain City input. After receiving input, the bid package will be finalized and transmitted to Lystek for their detailed response. The package will have a defined response schedule similar to the previous package for Cambi and Krueger.

5. Once the package is transmitted to Lystek, CDM Smith will provide appropriate responses to any questions/comments from Lystek during their proposal preparation.
6. Once the bid package from Lystek is received, CDM Smith will provide an initial review of the Lystek proposal. The Lystek proposal will be reviewed, and an initial assessment will occur with the goal to identify any gaps in information provided. A letter requesting any additional required information will be prepared and transmitted to the City for review. A conference call will be held to obtain any City input, and the letter will be revised and transmitted to Lystek.
7. Upon submittal of the final response, final review of the Lystek proposal will be conducted.
8. Performance of a cost and non-cost analysis will be completed. Using the information provided by Lystek in their package, along with the documentation previously provided by Cambi, CDM Smith will perform an analysis similar in scope to the analysis performed for the Cambi/Krueger THP pre-selection. The analysis will include capital cost comparison, operation and maintenance cost comparison, life-cycle cost comparison, and non-cost comparison. A report similar to that produced for the Cambi pre-selection will be prepared. An internal draft of the report will be reviewed by CDM Smith technical experts and then revised and transmitted to the City for review. After the City has completed its review, CDM Smith will hold a review meeting with the City and subsequently finalize the report. The meeting will be attended in person by the project manager and client service leader and by others by phone.
9. If necessary, CDM Smith will assist the City with the preparation and presentation of the findings to the City administration and Board of Mayor and Alderman (BOMA). This scope of work includes one meeting for BOMA.
10. Upon approval by the City, CDM Smith will assist with obtaining a signed commitment letter from the successful manufacturer, if it is deemed necessary to change from the current direction.

The above scope will be broken out into two tasks as part of this proposal to allow the City to determine the appropriate level of effort required for the analysis. The tasks shall include: Task 1A, Preliminary Evaluation and Impact Assessment Memorandum, and Task 1B, Detailed Evaluation and Comparison of Lystek versus Cambi. This task was originally conceived as a single process; however, as research into the proposed Lystek process and the development of the solicitation package proceeded, it became clear that implementation of the Lystek process for the Franklin WRF would have very significant technical and economic impacts and would require a significant process to perform a full evaluation of the two technologies. The purpose of the proposed Task 1A is to establish a decision point where the process could be truncated if BOMA feels that the higher-level analysis completed by CDM Smith which compares the regulatory options, non-cost factors and potential added expenditures and project delays for redesign required as part of Task 1B are not in the City's best interest.

Task 1A, Preliminary Evaluation and Preparation of an Impact Assessment Memorandum

At this juncture in the evaluation, CDM Smith has developed a rough draft of the bid document that would be necessary to obtain a quote from Lystek. While performing the necessary research and bid document development, it became clear that there would be very significant impacts associated with changing direction on the biosolids treatment system design. In response to this occurrence, the Water Management Department asked CDM Smith to prepare an initial memorandum outlining the high-level evaluation and feedback from regulators, as well as design and construction impacts to obtain input from BOMA on whether or not to stay the course on the full-blown Lystek evaluation.

Task 1A includes completion of subtasks 1 and 2, completion of a first draft subtask 3, preparation of a rough draft of subtask 4, and preparation of the impact assessment memorandum. The documents produced in subtasks 1 and 2 have not been delivered to the City at this point and would be progressed to a deliverable form under Task 1B, should the City elect to continue through the full evaluation. A draft of the impact assessment memorandum has been produced and reviewed by a CDM Smith technical expert, revised and submitted to the City for review. CDM Smith has participated in an initial review of the document with senior City staff and elected officials and stands ready to modify the document as required based on the review.

Current expenditures on this task are approximately \$50,000 as indicated in this proposal cost table. Should the City decide to truncate the overall evaluation proposed in Task 1B, additional support is still anticipated to be required to finalize the report and provide any further coordination on the process. It is difficult to define the additional support the City will need in response to the documents internal and external review and feedback. As such, we propose establishing an allowance for post memorandum support. Currently, as indicated in our proposal cost table, we anticipate \$10,380 for this final support and updates.

Task 1B, Detailed Comparison of Lystek and Cambi

As discussed, this task will include a full-blown comparative evaluation of the Lystek and Cambi processes with final recommendation memorandum to the City. In general, this task would include completing subtasks 3 and 4 as defined above and completing the additional analysis and deliverables discussed in subtasks 5 through 10. This work is currently listed as an optional task and will not be completed without the direction of the City of Franklin staff.

Task 2, Assistance and Evaluations in Response to Public Input

This task includes assistance with responses to public comments, inputs, and requests with respect to the proposed treatment system construction.

Task 2.1, Preparation of Responses to July 25, 2016 Chestnut Bend HOA Letter

This task involved the general assistance and preparation of responses to the comments and questions received from the Chestnut Bend Homeowners Association (CBHOA) and Harpeth River Watershed Association (HRWA) as a follow-up to the July 14, 2016 public meeting held as part of the requirements for the State Revolving Fund process. The response support and composing of a formal letter response required a significant effort that included research and

information gathering to address comments and questions, as well as claims made by both parties. The letter has been drafted, reviewed by the City staff and shared with the appropriate parties.

Task 2.2, Preparation of Process Fact Sheets for Public Education

In response to additional comments and questions from HRWA and CBHOA with respect to the potential off-site impacts of the existing and proposed processes; as well as the opportunity to educate the public and system customers on the proposed improvements, the City decided to produce process fact sheets that systematically addressed the following topics for each major process proposed for the plant:

- Purposes and benefits of process,
- Description of process,
- Identification of process modifications to be made,
- Potential for odor production and measures taken for odor control,
- Noise production potential and measures taken for noise control,
- Impacts to look and feel of the site, and
- Safety considerations.

The 15 process fact sheets that CDM Smith developed, in conjunction with the City staff, provide information to all parties interested in the project and give a non-technical general description of the key process upgrades at the plant. The fact sheets are limited to two pages in length each and focus on the issues of highest importance for each process. These fact sheets are available on the City's Water Management Department website and have been available to attendees at multiple public events and hearings. These quick reference guides are anticipated to receive continued use as the City moves through the next 3-4 years of bidding and construction efforts on the facility.

Task 3, Continuing Support for the SRF and Permitting Processes

The SRF and NPDES permitting process timeframes and efforts have continued to expand due to the public response and prolonged process. This continues to result in significant additional incurred costs; as well as, anticipated future costs for CDM Smith through the bidding and award of the construction contract. Currently, the project is anticipated to advertise in July or August and be finalized with an executed contract with the general contractor in December of this year. The increased efforts are associated with continued week-to-week coordination efforts between CDM Smith, SRF, TDEC, and the City, additional meetings and conference calls to discuss the project status and comments, and response to additional SRF and TDEC questions and requirements. These expanded efforts and coordination has proven beneficial recently with the City's proposed SRF loan being expanded from the original commitment of \$45 million to almost \$80 million dollars. Although the exact interest and fee savings cannot be determined until the loan is finalized, this total financed funding is anticipated to save the City well over \$25 million over the life of the loan compared to traditional bonds.

To capture incurred time to date plus estimated future costs, we propose establishing a task budget of \$136,920 for the period from August 2016 (effective date of previous amendment) through the anticipated completion of bidding and award of the project to the selected general contractor in December 2017 (72 weeks). This budget was derived assuming the following weekly charges based on our historical tracking of the project to date and estimated needs of the project going forward:

<u>Staff Role</u>	<u>Hours per week</u>
Project Manager	4 hours
Client Manager/Technical Specialist	2 hours
SRF Specialist	4 hours
<u>Administrative Support</u>	<u>2 hour</u>
Total	12 hours per week (864 total hours)

Task 4, Additional Project Management

As the duration of the project has extended, so have the daily, weekly and monthly management tasks required to conduct and complete the project. These tasks include additional management from August 2016 (date of last amendment) to December 2017 (anticipated completion of bidding and contracting for construction). The efforts under this task are broken into subtasks for 1) monthly coordination meetings and 2) monthly reporting and tracking, including budget and expenditure tracking, coordination calls with City staff, and internal team meetings and coordination.

For monthly coordination meetings, we have continued to budget for one monthly coordination meeting with City staff to address the work completed in the previous month and work that is required to be addressed in the upcoming months. This meeting will continue to be attended by project manager (Bob Huguenard), client manager/representative (Zack Daniel) and the assistant project manager, as well as other technical support staff as required for the specific topics to be discussed. In addition to the meeting itself, this task will include all required meeting preparation, including agenda and updated schedule preparation, and meeting minutes preparation and distribution to the project team.

Monthly reporting and tracking includes tracking of progress against budgets and schedules, updating of schedules and other tracking tools, preparation of monthly status reports, preparation of invoices, and planning for the coming monthly period. In addition to the other external monthly coordination, CDM Smith will continue to conduct internal coordination calls and team meetings as required to meet all requirements of the project.

To capture incurred time to date plus estimated future costs, we propose establishing a task budget of \$235,800 for the period from August 2016 (effective date of previous amendment) through the anticipated completion of bidding and award of the project in December 2017 (72 weeks). This budget was derived assuming the following weekly charges based on our historical tracking of the project to date:

<u>Staff Role</u>	<u>Hours per week</u>
Project Manager	6 hours
Client Manager	4 hours
Assistant PM/Engineer	4 hours
Technical Specialist	2 hours
Senior Engineer	2 hours
<u>Administrative Support</u>	<u>2 hour</u>
Total	20 hours per week (1,440 total hours)

3.0 Time of Completion/Schedule

Amendment No. 4 extends the contract period of services for the above mentioned scope of work from the previous services in August 2016 (per Amendment #3) to December 2017 for all tasks associated with the design, permitting, and bidding phase services for the project. This proposed timing aligns with our current estimated project schedule which anticipates advertising the bid for the project in July/August of 2017 and the award the project, by BOMA, in December of 2017. Delays outside of CDM Smith's control, particularly associated with the NPDES and SRF funding processes, have continued to delay the project to date and may continue to result in an extension of this anticipated schedule and potential additional costs to proceed with the project through bidding. As has occurred to date, CDM Smith will continue to keep the City staff apprised of the schedule and potential impacts at our monthly progress meetings; as well as, any delays potential impacts on the costs of services.

4.0 Compensation and Payment

The work in this amendment will be performed for an additional not-to-exceed budget of \$580,880. A breakdown of the cost for this amendment is provided in Table 1. The work will be performed on a billing rate basis in accordance with the rates established in the original contract. Please note that the cost to take the Lystek evaluation to culmination is included in this proposal as a separate optional task (Task 1B) in order that the City may easily remove the task and cost from the proposal if so desired. The total proposed amendment, without Task 1B, is \$482,750.

Table 1
Summary Spreadsheet
Franklin WRF Amendment 4

	Task No.	1A Lystek - Preliminary Evaluation and Impact Assessment Memo	1A Lystek - Memo Finalization, Post Public Assistance	1B Lystek - Detailed Comparison of Lystek vs. Cambi (Optional)	2 Assistance in Response to Public Input, Public Education	3 Continuing Support During SRF and Permitting Processes	4 Additional Project Management Services/ Staff Support	Total	Total without Task 1B (Detailed Lystek Evaluation)
LABOR	Rate								
Officer	\$215	24	8	80	16	144	288	560	480
Project Manager	\$170	60	16	140	80	288	432	1016	876
Senior Technical Specialist	\$190	60	0	32	40	0	0	132	100
Technical Specialist	\$170	40	32	80	60	0	144	356	276
Senior Eng./Sci/SRF Specialist	\$150	0	0	0	40	288	144	472	472
Engineer/Scientist	\$120	120	0	60	80	0	288	548	488
Junior Engineer/Scientist	\$100	0	0	240	0	0	0	240	0
Administration	\$75	10	0	40	0	144	144	338	298
TOTAL HOURS		314	56	672	316	864	1440	3662	2990
TOTAL DOLLARS		\$48,710	\$9,880	\$94,880	\$50,440	\$133,920	\$226,800	\$564,630	\$469,750
OTHER DIRECT COSTS									
Car Mileage		\$0	\$250	\$750	\$0	\$1,000	\$4,000	\$6,000	\$5,250
Hotel		\$500	\$250	\$1,000	\$0	\$500	\$2,000	\$4,250	\$3,250
Document Reproduction		\$250	\$0	\$1,000	\$250	\$1,000	\$2,000	\$4,500	\$3,500
Shipping		\$500	\$0	\$500	\$0	\$500	\$0	\$1,500	\$1,000
TOTAL ODCs Plus 0% Markup		\$1,250	\$500	\$3,250	\$250	\$3,000	\$8,000	\$16,250	\$13,000
OUTSIDE PROFESSIONALS									
Subtotal OPs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS		\$49,960	\$10,380	\$98,130	\$50,690	\$136,920	\$234,800	\$580,880	\$482,750

RESOLUTION 2017-59

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2017-0079) FOR THE HARPETH RIVER BANK STABILIZATION PROJECT AT THE CITY OF FRANKLIN WATER RECLAMATION FACILITY TO VIKING PRODUCTS, INC. IN THE AMOUNT OF \$311,782.21

WHEREAS, the left descending bank of the Harpeth River at the City's Water Reclamation Facility has experienced significant erosion; and

WHEREAS, the river bank must be stabilized to prevent further erosion and to protect critical infrastructure at the Water Reclamation Facility; and

WHEREAS, on June 26, 2017, sealed bids were received by the City of Franklin Engineering Department, 109 3RD Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud for the Harpeth River Bank Stabilization Project (COF Contract No. 2017-0079) at the City of Franklin Water Reclamation Facility; and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends awarding the construction contract (COF Contract No. 2017-0079) to Viking Products, Inc. in the amount of Three Hundred Eleven Thousand Seven Hundred Eighty-Two and 21/100 Dollars (\$311,782.21); and

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

Approval is granted to award the construction contract (COF Contract No. 2017-0079) to Viking Products, Inc. for the Harpeth River Bank Stabilization Project at the City of Franklin Water Reclamation Facility in the amount of Three Hundred Eleven Thousand Seven Hundred Eighty-Two and 21/100 Dollars (\$311,782.21).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__

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



June 28, 2017

Jeff Willoughby, Stormwater Coordinator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Willoughby:

Subject: Harpeth River Bank Stabilization at the Franklin WWTP Project
Bid Recommendation Letter
CEC Project No. 150-634

Civil & Environmental Consultants, Inc. (CEC) has completed our review of the unit price bids received on June 26, 2017 for the subject project. Three bids were received; one each from Curl Construction, Cleary Construction and Viking Products. The low bidder for the base bid was Viking Products in the amount of **\$311,782.21**.

The bids were reviewed for compliance with the Section I - Instructions for Bidders, and the bids appear responsive. The one exception is that Cleary Construction did not include proof of qualifications. CEC has followed up with Cleary and still has not received qualifications at this time. The TN EPSC website was checked and each of the bidders has employees that currently hold the EPSC Level I Training Certification.

CEC recommends that the City of Franklin choose Viking Products for this project because they have successfully completed previous stream projects for the City and are the low bidder. CEC will be ready to schedule a Pre-Construction meeting after the construction contract has been approved by the Board of Mayor and Aldermen (BOMA). It is our understanding that the BOMA vote will take place at the August 8, 2017 meeting. We anticipate holding the Pre-Construction meeting in late August with construction beginning shortly afterward.

Thank you for the opportunity to assist the City of Franklin with this important project. Please call us at (615) 333-7797 or via e-mail at egardner@cecinc.com with any questions you may have about this bid recommendation.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

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

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

Attachment: Construction Bid Tab
Viking Products TDEC Level I Certification



Civil & Environmental Consultants, Inc.



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN HARPEATH RIVER BANK STABILIZATION PROJECT

Bid Opening
June 26, 2017 @ 2:00PM

SCHEDULE A - UNIT PRICE BID TABULATION				Curl Construction			Cleary Construction			Viking Products		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Bid Bond	Drug Free	License	Bid Bond	Drug Free	License	Bid Bond	Drug Free	License
				X	X	X	X	X	X	X	X	X
				Unit Cost	Total		Unit Cost	Total		Unit Cost	Total	
000-01.01	PROJECT MOBILIZATION	EACH	1	\$41,500.00	\$41,500.00		\$38,000.00	\$38,000.00		\$7,400.00	\$7,400.00	
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$5,000.00	\$5,000.00		\$43,000.00	\$43,000.00		\$2,000.00	\$2,000.00	
202-01.56	REMOVAL OF STRUCTURES & OBSTRUCTIONS (SAMPLING STATION SUPERSTRUCTURE)	LS	1	\$3,000.00	\$3,000.00		\$14,500.00	\$14,500.00		\$500.00	\$500.00	
202-01.57	REMOVAL OF STRUCTURES & OBSTRUCTIONS (SAMPLING STATION FOUNDATION)	LS	1	\$7,500.00	\$7,500.00		\$17,500.00	\$17,500.00		\$3,000.00	\$3,000.00	
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	2268	\$25.00	\$56,700.00		\$52.00	\$117,936.00		\$37.20	\$84,369.60	
209-03.23	FILTER SOCK (24 INCH)	LF	500	\$7.00	\$3,500.00		\$32.00	\$16,000.00		\$3.00	\$1,500.00	
209-03.47	STREAM MITIGATION - LONGITUDINAL STONE TOE	CY	2519	\$92.50	\$233,007.50		\$132.00	\$332,508.00		\$53.36	\$134,413.84	
209-03.55	STREAM MITIGATION (LIVE STAKES)	EACH	3480	\$7.00	\$24,360.00		\$7.75	\$26,970.00		\$1.98	\$6,890.40	
209-03.57	STREAM MITIGATION (LIVE SILTATION)	LF	1265	\$43.55	\$55,090.75		\$36.00	\$45,540.00		\$8.23	\$10,410.95	
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	646	\$35.00	\$22,610.00		\$60.00	\$38,760.00		\$16.71	\$10,794.66	
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	224	\$41.00	\$9,184.00		\$137.00	\$30,688.00		\$28.02	\$6,276.48	
801-01.01	SEEDING (WITH MULCH)	UNIT	10	\$100.00	\$1,000.00		\$556.00	\$5,560.00		\$50.00	\$500.00	
801-01.35	GRASS SEED MIX (RIPZN/FLPL) W/MULCH	UNIT	52	\$100.00	\$5,200.00		\$556.00	\$28,912.00		\$40.39	\$2,100.28	
805-12.08	700 GRAM COIR FIBER EROSION BLANKET	SY	2550	\$15.00	\$38,250.00		\$5.00	\$12,750.00		\$6.52	\$16,626.00	
	CONTINGENCY (AS DIRECTED BY ENGINEER)				\$25,000.00			\$25,000.00			\$25,000.00	
TOTAL					\$530,902.25			\$793,624.00			\$311,782.21	

Level 1 Certified - Click Column Heading to Sort

Quick Search Organization

Page of 1

First Name	Last Name	Organization	City	Exp Date	Cert No
Gary	Mitchell	Viking Products	Mt Juliet	12/31/2017	130340
Ryan	Mitchell	Viking Products	Mt Juliet	12/31/2017	130341

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PHASE 2,
INDEPENDENCE SQUARE TO MACK HATCHER PARKWAY,
PROJECT
COF Contract No. 2015-0150

THIS AMENDMENT is made and entered into on this the day of , 2017, by and between the City of Franklin, Tennessee ("City") and Sullivan Engineering, Inc. (SEI) ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Improvements Project Phase 2, Independence Square To Mack Hatcher Parkway, dated the 14th day of July 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of THIRTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 15/100 DOLLARS (\$36,884.15), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated March 21, 2017, in the amount of FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 52/100 DOLLARS (\$14,837.52); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 21, 2017, letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 52/100 DOLLARS (\$14,837.52).**

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

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

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

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

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

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated July 14, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Sullivan Engineering, Inc., (SEI)

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



SULLIVAN ENGINEERING, INC.

317 MAIN STREET, SUITE 201
FRANKLIN, TN. 37064
(615) 642-5822

March 21, 2017

Mr. William Banks,
City of Franklin Engineering
109 3rd Avenue South
Franklin, TN 37064

RE: Limited Construction Administration & Design Services
Hillsboro Rd. – Phase 2 Improvements, (SR-106, US 431)
From Independence Square to Mack Hatcher Bypass
City of Franklin project # 2015-0150, Amendment #1
City of Franklin, Tennessee
Williamson County
T.D.O.T.-PIN 108409.00
SEI Project #12-013

Dear William,

Sullivan Engineering, Inc. (SEI) is pleased to submit Amendment #1, for additional Construction Engineering Administration and Supplemental Design Services associated with Phase 2 construction of Hillsboro Road. The proposed services are to incorporate plans revisions requested by the TN Department of Transportation, Local Program Office. These services shall also allow SEI to extend services past the contract award and be available in the early construction phase to provide input on plan interpretation and Supplemental Instructions.

Project History

The original Contract Agreement dated July 15, 2015, provided for additional design services and an allowance for limited Construction Administration Services. As with any project, especially the complexity of Hillsboro Road these services are difficult to estimate. The scope of services to date have been used for a variety of items such as supplemental survey, project meetings and redesign of the roadway north of Claude Yates Drive.

Various utility issues have required development of drainage structure options not typically utilized on a TDOT project. Specialty items researched, of this nature are not typically anticipated, as all items typically originate from the TDOT procurement list. In developing these options additional research time, product evaluation, meetings, details and related design efforts were not been anticipated. However, this effort has provided options to obtain desperately needed clearance for installation of underground utility installation.

Although, extensive efforts to coordinate and design the proposed underground utilities with existing it is not uncommon to encounter unforeseen conflicts during construction. As conflicts arose, the construction

team resolves them but at the same time, a design change in one area sometimes requires another area to be evaluated and modified.

With the undetermined time line for the TDOT Construction of Hillsboro Road, north of Rebel Circle on west and north of Claude Yates Drive east, which is to be constructed as part of the extension of Mack Hatcher Parkway, modifications to the current design, were implemented. These design changes will serve to reduce cost and conflict when Mack Hatcher Parkway is extended at some future point. Additionally this will allow the City to implement more of the Gateway features onto this phase of work.

Scope of Engineering Services/Fee

Following is a description of supplemental services to assist the City during the final stages of construction.

SUMMARY OF ENGINEERING DESIGN SERVICES

HILLSBORO ROAD (TDOT-PIN 106997.00) From: Independence Square To: Mack Hatcher Bypass			
(1)	<u>(Supplemental Engineering Services)</u>		
Notes	Task	Sullivan Engineering, Inc	<u>Budget</u>
	1	Design modification adjustments resulting from construction activities.	\$6,454.40
	2	Attend construction project meetings for the duration of the construction contract and prepare any supplemental instructions requested. Meeting attendance will be per the City's request.	\$8,133.12
	3	Printing of documents for meetings and supplemental instructions.	\$250.00
		Total Estimated Project Budget	\$14,837.52

NOTES:

Services to be provided based on direction by City Staff and invoiced on an hourly basis.

EXCLUSIONS:

Aerial survey
Topographic Survey
Update original 2002 field topographic survey.
Utility Relocation Design
Environmental and Erosion Control mitigation design plans
Historical or Archeological mitigation plan
Construction Testing and observation
Roadway lighting
Electrical design
Storm Water mitigation, retention or detention requirements
Geotechnical and Testing Services
Structural (bridge, retaining walls and foundations)

Environmental Updates

ADDITIONAL SERVICES

Any work, other than the scope of services outlined herein, shall be designated additional services. At such time that it is determined that these additional services are required; our design team reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with the design teams standard hourly rates.

I hope this proposal meets with your approval. Please contact me at your convenience after you have had a chance to review this proposal so we can discuss and answer in questions.

Sincerely,

Sullivan Engineering, Inc.

Paul V. Collins, Jr.

Paul V. Collins, Jr.
Vice President

cc: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.



SULLIVAN ENGINEERING, INC.
1722B GENERAL GEORGE PATTON DR.
SUITE 400, BRENTWOOD, TN 37027
(615) 642-5822

March 21, 2017

Additional services:

The following is SEI's hourly rates for any additional services, which may be required.

Reimbursable Expenses Schedule

Reimbursable expenses for services performed on the date of the Agreement are:

FAX	\$0.25/page
8"x11" Copies/Impression	\$0.10/page
Blue Print Copies	\$0.50/sq. ft.
Reproducible Copies (24" x 36" Mylar)	\$15.00/page
Reproducible Copies (24" x 36" Vellum)	\$10.00/page
Reproducible Copies (24" x 36" Bond)	\$5.00/page
Mileage (auto)	\$0.49/mile
Long Distance Phone Calls	at cost
Meals and Lodging	at cost

Standard Hourly Rates Schedule

Reimbursable hourly rates for services performed on the date of the Agreement are:

Billing Class	Staff	Rate	Increment
Billing Class 10	Professional Engineer II	\$171.40	Hour
Billing Class 9	Professional Engineer I	\$144.71	Hour
Billing Class 8	Staff Associate/Project Coordinator	\$127.08	Hour
Billing Class 7	Project Manager	\$107.11	Hour
Billing Class 6	Roadway Designer II	\$102.51	Hour
Billing Class 5	Roadway Designer I	\$93.09	Hour
Billing Class 4	CADD Technician	\$96.99	Hour
Billing Class 3	Stormwater Inspection	\$91.80	Hour
Billing Class 2	Secretary	\$70.90	Hour
Billing Class 1	Office Helper	\$34.74	Hour



Local Government Guidelines Form 8-30
March 2016 (rev. April 15, 2017)

Current Change Order: \$14,200.00
Approved Change Orders: \$0
Pending Change Orders: \$0
Total Change Orders to Date: \$14,200.00



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

Project Title/Termini:	SRTS Hunters Bend Elementary School		
Owner:	City of Franklin	PIN:	118151.00
Address:	109 3 RD Ave. South	State Project No.:	94LPFM-F3-062
	Franklin, TN 37064	Federal Project No.:	SRTS-9305(29)
Date Prepared:	6/27/2017	Contract No.:	2014-0259
		County:	WILLIAMSON

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

The purpose of this Change Order is to:

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

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

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

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

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

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

Original contraction Completion Time: _____ days (Date: _____)

Approved Change Orders: _____

Current Change Order: _____

Contract Completion Time with Change Orders: _____ days (Date: _____)

Now, Therefore, We, Jarrett Builders, Inc., Contractors, and Westfield Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: Zachary Dysinger ZACHARY DYSINGER 6/30/17
Engineer/CEI (Printed and Signature) Date

Approved By:

By: _____



JASON E JARRETT 6/30/17
Contractor (Printed and Signature) Date
Westfield Insurance Company

By: Pamela D. Puskarich 6/29/2017
Surety (Printed and Signature) Pamela D. Puskarich, Attorney-in-Fact Date

By: _____
Owner (Printed and Signature) Date

Approved for Eligibility:

By: _____
Local Programs (Printed and Signature) Date

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

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4110812 07

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

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

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

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



David A. Kotnik

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of June A.D., 2017.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

**AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR WATER DISTRIBUTION IMPROVEMENTS
COF CONTRACT NO 2017-0084**

This Agreement between THE CITY OF FRANKLIN, TENNESSEE ("City") and Dominion Senior Living of Franklin LLC, ("Developer"), entered into on this the ____ day of _____, 2017, subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Watson Glen Subdivision, site plan, section 2 (Somerby) Project # 5766 for approval ("Development"); and

WHEREAS, the Developer has been required as a condition of this approval to construct certain off-site water distribution improvements ("Water Improvements"), which will become a part of the Franklin water distribution system and will be available for the use and benefit not only of businesses and residents within the Development, but other present and future customers of the Franklin water distribution systems outside the Development; and

WHEREAS, the Developer is therefore entitled pursuant to Section 18-108 [Main extensions and facilities funded in whole or in part by developers] of the Franklin Municipal Code to be reimbursed for a portion of the costs of construction of the said Water Improvements as described herein; and

WHEREAS, the Developer has incurred, or based upon reasonable estimates of the City Engineer, will incur, a cost of ONE HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$171,396.00) in the construction of the Water Improvements, including labor, equipment, supplies, materials, engineering design, supervision, inspection, legal and acquisition costs for easements and right-of-way, including without limitation the costs, including attorney fees, of eminent domain proceedings associated therewith. Of these costs, the City Engineer has determined that the additional cost of upsizing Water Improvements as requested by the City is NINE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 09/100 DOLLARS (\$9,586.09); and

WHEREAS, the determination as to eligible cost reimbursement is based generally upon the difference in sizing and capacity of the lines and other facilities needed for the Development and that needed or required by the City for the water distribution system as a whole, i.e. the "cost of upsizing," although the City may, in its discretion, consider other factors necessary for an equitable sharing of costs.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Developer and the City agree that the Developer shall be eligible for reimbursement as hereafter set forth for the Water Improvements shown on Exhibit A, as may be further revised.
3. The total eligible cost associated with the Water Improvements for which Developer is eligible for reimbursement is NINE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 09/100 DOLLARS (\$9,586.09). Reimbursement for the Water Improvements shall be made until such time as the eligible

cost has been fully reimbursed by providing a payment to the Developer of Water Access Fees paid by the Developer.

4. Prior to reimbursement of the total eligible cost and acceptance of the Water Improvements, the Developer must submit to the City a detailed statement of the actual eligible costs and the Board may, in its discretion, adjust the eligible costs to reflect the actual project costs.

5. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

6. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Sewer Improvements and Water Improvements and the Developer expressly releases the City from any further claim therefor. The Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of offset against fees otherwise due from the Developer.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2017.

WITNESS our hands on the dates as indicated.

~~Contractor~~ Developer

Dominion Senior Living of Franklin LLC

By: Dave B. Rodgers

Title: Authorized Agent

Print Name: Dave B. Rodgers

Date: 07.10.17

STATE OF ~~TENNESSEE~~ ALABAMA)

)

COUNTY OF ~~WILLIAMSON~~ JEFFERSON)

Before me, JANINE HANSEN MARSTON, a Notary Public of said County and State, personally appeared DAVE B. RODGERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIM self to be AUTHORIZED AGENT (or other officer authorized to execute the instrument) of DOMINION PARTNERS, the within named bargainor, a general partnership, and that as such HIM executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership by HIM self as AUTHORIZED AGENT

Witness my hand and seal, at Office in BIRMINGHAM, ~~Tennessee~~ ^{Alabama}, this 10th day of JULY, 2017.

Dominion Senior Living of Franklin LLC

Janine Hansen Marston

Notary Public

My Commission Expires:



CITY OF FRANKLIN, TENNESSEE

By: _____ Date: _____

Dr. KEN MOORE
Mayor

By: _____ Date: _____

ERIC S. STUCKEY
City Administrator

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

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

WITNESS, my hand and seal on this the ____ day of _____, 2017.

Notary Public
My Commission expires: _____

Approved as to form by:

Shauna R. Billingsley
City Attorney

EXHIBIT A

Option recommended by
City of Franklin

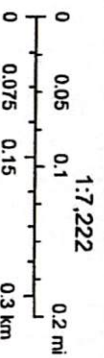
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April 27, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aergrid, IGN, IGP, swisstopo, and

ORDINANCE 2017-41

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 23 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO REVISE DEFINITIONS, CLARIFY REQUIREMENTS, AND TO CORRECT GRAMMATICAL AND TYPOGRAPHICAL ERRORS."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, the Board of Mayor and Alderman desires to prescribe regulations and standards to manage Stormwater runoff within the City in order to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and the Tennessee Water Quality Control Act of 1977 as amended; and

WHEREAS, the City of Franklin's stormwater program meets the minimum standards of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, The State of Tennessee has approved the City to participate as a Qualified Local Program allowing the City to administer the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the Board of Mayor and Aldermen desire to clarify certain subsections of this Title and correct grammatical and typographical errors.

NOW, THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 23 – Stormwater Management Ordinance of the Franklin Municipal Code is hereby amended to read as follows:

TITLE 23 - STORMWATER MANAGEMENT

CHAPTER 1. - STORMWATER MANAGEMENT ORDINANCE

Sec. 23-101. - Title and purpose.

This title shall be known as the "Stormwater Management Ordinance" for the City of Franklin, Tennessee.

It is the purpose of this chapter to:

- (a) Protect, maintain, and enhance the environment of the City of Franklin, Tennessee and the public health, safety and the general welfare of the citizens, by controlling discharges of *Pollutants* to the City's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands and groundwater of the City.
- (b) Enable the City of Franklin, Tennessee to comply with the NPDES Permit and applicable regulations for Stormwater discharges.
- (c) Manage the manner in which stormwater is addressed in areas of new development, and redevelopment through the course of construction and post-construction to maintain or benefit water quantity, water quality and the effects on the quality of life and character of the City of Franklin, Tennessee. This ordinance sets general policy, minimum requirements and standards, and Stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials

Sec. 23-102. - Jurisdiction.

- (1) The stormwater management ordinance (title 23) shall govern all properties within the corporate limits of the City of Franklin, Tennessee.
- (2) Exemptions:
 - (a) Agricultural land management activities shall be exempt from the provisions of this article [title].
 - (b) Any development or redevelopment which meets all of the following conditions, shall be exempt from having to obtain a stormwater permit and grading permit and shall be exempt from having to comply with riparian buffer, peak runoff control and green infrastructure - runoff reduction requirements of this article [title] unless otherwise determined by the city engineer. All other requirements set forth in Title 23 shall apply:
 - (i) Involves less than 10,000 square feet of land disturbance.
 - (ii) Involves less than 5,000 square feet of additional or modified existing impervious surface.
 - (iii) Development that is not part of a larger common development or contiguous properties that may have been subdivided.
 - (c) Lots classified as critical lots as defined in the city's zoning ordinance and development in critical areas are not exempt from the requirements of this article [title].

Sec. 23-103. - Definitions.

For the purpose of this title, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article [title] its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connotes mandatory and not discretionary; the word "may" is permissive. The following definitions shall apply in the interpretation of this Title and in any regulations promulgated hereunder, unless specifically stated otherwise:

- (1) *Active construction sites*. Any site that has a permit for grading, stormwater or other activities (even if actual construction is not proceeding) and any site where construction is occurring regardless of permits required.
- (2) *Agriculture*. means:
 - (a) The land, buldings and machinery used in the commercial production of farm products and nursery stock.
 - (b) The activity carried on in connection with the commercial production of farm products and nursery stock.
 - (c) Recreational and educational activities on land used for the commercial production of farm products and nursery stock.

- (i) As used in this definition of Agriculture, the term “farm products” means forage and sod crops; grains and feed crop; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing; fruits; vegetables; flowers; seeds; grasses; forestry products; fish and other aquatic animals used for food; bees; equine; and all other plants and animals that produce food, feed, fiber or fur.
- (ii) As used in this definition of Agriculture, the term “nursery stock” means all trees, shrubs, or other plants, grown or kept for, or capable of, propagation, distribution or sale on a commercial basis.(3)
Appeal. A request for a review of the city engineer's interpretation of any provision of these regulations.
- (4) *Best management practice or BMP* . Practices or a combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling pollutants at levels compatible with environmental quality goals. This includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollution of water resources. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage.
- (5) *Bridge*. A manmade structure spanning and providing passage over a waterway to allow for the conveyance of stormwater flows. Spans of 10 feet or more are considered a bridge.
- (6) *Buffer management plan*. A written integrated plan outlining the utilitarian, ecological and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.
- (7) *Building*. Any structure built for support, shelter, or enclosure for any occupancy or storage.
- (8) *Channel*. A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined channel.
- (9) *City*. The City of Franklin, Tennessee.
- (10) *City engineer*. Refers to the City of Franklin, City Engineer who has the authority to delegate to designated staff.
- (11) *Climax successional vegetation*. The native plant community that would become established on a Site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its development.
- (12) *Compensatory cut*. Excavated volume of material below the floodplain elevation required to offset fill in the floodplain.
- (13) *Culvert*. A manmade conveyance of stormwater flows. This may include a pipe or other constructed conveyance of less than 20 feet.
- (14) *Cross-drain*. A culvert used to convey flow under a road or other obstruction between channels or surface flow.
- (15) *Critical area*. A site subject to erosion or sedimentation as a result of cutting, filling, grading, or other disturbance of the soil; a site difficult to stabilize due to exposed subsoil, steep slope, extent of exposure, and other conditions.
- (16) *Critical service roads*. Designated city evacuation routes, or other access to facilitate police, fire, emergency medical services to all existing and proposed structures..
- (17) *Cut*. Portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface.
- (18) *Detention*. The temporary delay of storm runoff prior to discharge into receiving waters.
- (19) *Developer*. Any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect development of land for him/her or others.

- (20) *Development*. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).
- (21) *Drainage well*. A bored, drilled, driven, dug, or naturally occurring shaft or hole with a depth greater than the largest surface dimension, used to drain surface fluid, primarily storm runoff, into a subsurface or karst formation. Also known as "dry well" or "sinkhole."
- (22) *Ecological integrity*. The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with genetic species diversity and ecosystem diversity assured for the future.
- (23) *Engineer or professional engineer*. An engineer duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.
- (24) *EP&SC*. Erosion prevention and sediment control; see "Erosion prevention" and "Sediment control."
- (25) *Erosion*. The removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (26) *Erosion prevention*. Practices implemented to prevent, through shielding, binding or other mechanism(s), the suspension of soil particles, often associated with erosion prevention and sedimentation control.
- (27) *Excavation*. See "Cut."
- (28) *Fill*. Portion of land surface or area to which soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.
- (29) *Flood or flooding*. Water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.
- (30) *Floodplain*. The relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this title, the floodplain is defined as the 100-year floodplain having a one-percent chance of being equaled or exceeded in any given year.
- (31) *Floodway*. That portion of the stream channel and adjacent floodplain required for the passage or conveyance of a 100-year flood discharge. The floodway boundaries are placed to limit encroachment in the floodplain so that a discharge can be conveyed through the floodplain without materially increasing (less than one foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities and due consideration should be given to effects of fill, loss of cross sectional flow area, and resulting increased water surface elevations.
- (32) *Functionally dependent facility*. A facility that cannot be used for its intended purpose unless it is located or carried out in proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.
- (33) *Grading*. Any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural, or manmade, is removed; or any watercourse or body of water, either natural or manmade, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition. Grading activities may only be performed with a stormwater management permit and grading permit.

- (34) *Green infrastructure*. The interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.
- (35) *Green infrastructure practices*. Management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater through the use of natural hydrologic features.
- (36) *Greenways*. Linear undeveloped areas linking various types of development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (37) *Hot spot*. An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Examples include, but are not limited to, operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas and restaurants.
- (38) *Illicit connections*. Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4, including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the city.
- (39) *Illicit discharge*. Any discharge that is not entirely composed of stormwater, except discharges authorized under an NDPES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.
- (40) *Impaired waters*. Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the "303(d) List".
- (41) *Impervious surface*. A term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.
- (42) *Invasive exotic plants*. Plants that have been introduced from other regions and compete so successfully against natives plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.
- (43) *Land disturbance*. Any tilling, digging, grading, excavating, turning, or removal of soil, grubbing, cutting, clearing, or other removal of vegetation shall also be considered land disturbance.
- (44) *Land surveyor*. A land surveyor duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of land surveying.
- (45) *Limited areas*. Areas as defined by the city engineer that stormwater practices may be applied in which there are no other feasible opportunities or areas of application.
- (46) *Long-term maintenance agreement or maintenance agreement*. A document recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.
- (47) *Maintenance*. Any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.
- (48) *Master plan*. Any study or plan prepared by or accepted by the City of Franklin that identifies solutions to water quantity or quality problems. Also known as basin study or plan, flood management study or plan or water quality management study or plan.

- (49) **Modified Existing Impervious Area.** Any existing impervious area, which is included with a sites limits of disturbance as part of a newly proposed development or redevelopment, in which land disturbance is intended to occur.
- (50) **Municipal separate storm sewer system (MS4).** A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that are:
- a. Owned or operated by a state, city, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (CWA) that discharges to waters of the state;
 - b. Designed or used for collecting or conveying stormwater;
 - c. Which is not a combined sewer;
 - d. Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.
- (51) **Native vegetation.** The normal vegetation that grows or would reestablish normally after a disturbance. This does not include invasive exotic plants.
- (52) **New construction.** Structures for which the "start of construction" commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such structures.
- (53) **National Pollution Discharge Elimination System (NPDES) MS4 Phase II program.** A comprehensive program to manage the quality of stormwater discharged from the MS4 of small communities.
- (54) **Notice of Coverage or NOC.** Notice from the City to the initial site-wide primary permittee informing the applicant that the NOI, the SWPPP and application fee were received and accepted, and stormwater discharges from a specified area of a construction activity have been approved under the State of Tennessee's General NPDES Permit for Discharges of Stormwater associated with construction activity.
- (55) **Notice of Intent.** A notice given to the City's engineering department to obtain coverage by the State of Tennessee's General NPDES Permit for discharges of stormwater associated with construction activities.
- (56) **Notice of Termination.** A notice given to the City's engineering department to terminate a stormwater and *Grading* permit and terminate coverage by the State of Tennessee's General NPDES Permit for discharges of stormwater associated with construction activities.
- (57) **One hundred-year flood or 100 year flood event.** A flood that has an average frequency of occurrence of once in 100 years, determined from an analysis of floods on a particular watercourse and other watercourses in the same general region. Statistically, it has a one-percent chance of occurring in any given year.
- (58) **Operator.** As used in this title, operator shall be as defined by the State of Tennessee's Construction General Permit.
- (59) **Passive recreation.** Recreation activities that require limited physical exertion on behalf of the participant. Examples of passive recreation activities include bird watching, walking or photography.
- (60) **Peak runoff.** The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

- (61) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes, wastes and residues that result from constructing a building or structure; sediment; and noxious or offensive matter of any kind.
- (62) *Permittee*. Any person, firm, or any other legal entity to which a site disturbance, grading, stormwater, building or other related permit is issued in accordance with City of Franklin regulations.
- (63) *Qualified hydrologic professional or QHP*. A person who is duly registered, licensed or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.
- (81) *Qualified local program or QLP*. A stormwater management program for discharges associated with construction activity that has been formally approved by the State of Tennessee as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s). The intent of the QLP is to establish a streamlined and efficient process for managing discharges of stormwater associated with construction activities by eliminating duplication of the effort between the permittee and the State.(64) *Redevelopment*. The alteration of developed land that adds 5,000 square feet of impervious surface area or more, or offers a new opportunity for stormwater controls. Demolition and reconstruction is considered development and not redevelopment. Note: Redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.
- (65) *Regional stormwater management facility*. A device or management practice, typically but not always a detention or retention pond, with a tributary area with more than one development site. This may be multiple homogeneous land use areas or an area of various land uses.
- (66) *Retention*. The prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down and evaporation processes.
- (67) *Riparian buffer*. An undisturbed area, measured from top of bank of the water resource, which consists of a riparian zone comprised of native vegetation, original or re-established, bordering streams, seeps, springs, wetlands, sinkholes, lakes and other water resources.
- (68) *Riparian zone*. Areas adjacent to water resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.
- (69) *Sediment*. Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, or gravity as a product of erosion.
- (70) *Sediment control (SC)*. Practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (soil, organic or mineral) from water, often associated with erosion prevention and sedimentation control.
- (71) *Sensitive areas*. Areas that supply critical habitat in supporting aquatic or semi-aquatic life such as streams, sinkholes, springs, wetlands, ponds, etc.
- (72) *Site*. All contiguous land and bodies of water in one ownership, graded, proposed for grading or development as a unit, although not necessarily at one time.
- (73) *Slope*. Degree of deviation of a surface from the horizontal, usually expressed in percent or ratio.

- (74) *Soil*. All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.
- (75) *Stabilization*. The measures, vegetative and/or structural, taken that will prevent erosion from occurring.
- (76) *Stop work order*. An order directing the developer and/or permittee responsible for the development to cease and desist all or any portion of the work which violates the provisions of this title.
- (77) *Stormwater*. Storm event runoff, snowmelt runoff, and surface runoff and drainage.
- (78) *Stormwater management plan*. A document that is submitted to the city engineer, in accordance with concept plans, regulating plans, and/or site plans which shows, in detail, that a site meets the standards set forth in this title and allows the city to evaluate the environmental characteristics of the site, the potential impacts of all proposed development of the site, both present and future, on the water resources and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the site.
- (79) *Stormwater management permit*. A permit issued by the city engineer that allows stormwater discharge into the City of Franklin's MS4 in accordance with this title.
- (80) *Stormwater pollution prevention plan (SWPPP)*. A written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants. It must be prepared and approved before construction begins. In order to effectively reduce erosion and sedimentation impacts, best management practices (BMPs) must be designed, installed and maintained during land-disturbing activities. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook or local BMP manual, whichever is more stringent and protective of waters of the state. The handbook is designed to provide information to planners, developers, engineers, and contractors on the proper selection, installation, and maintenance of BMPs. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect waters of the state. It also aids in the development of SWPPPs and other reports, plans, or specifications required when participating in the State of Tennessee's water quality regulations.
- (81) *Stream*. Surface water that is not a wet-weather conveyance as determined by a qualified hydrological professional and approved by the city engineer.
- (82) *Stripping*. Any activity that removes or significantly disturbs the vegetative surface cover, including clearing and grubbing operations.
- (83) *Structure*. Anything constructed or erected, the use of which requires a permanent location on or in the ground. Such construction includes but is not limited to objects such as buildings, towers, smokestacks, carports, and walls.
- (84) *Top of bank*. The ordinary high water level and break in slope for a water resource.
- (85) *Tributary area*. The area upstream of a specified point including all overland flow that directly or indirectly connects down-slope to the specified point.
- (86) *View corridors*. Areas associated with formal trail systems closer than the required buffer width approved by the city engineer with an approved buffer management plan.
- (87) *Water resources*. Streams, seeps, springs, wetlands, sinkholes, or lakes as determined by the city engineer. This includes waters of the State as determined by the Tennessee Department of Environment and Conservation.
- (88) *Waters of the state*. Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or affect a junction with natural surface or underground waters.

- (89) *Water quality buffer*. See "Riparian buffer."
- (90) *Watershed*. All the land area that contributes runoff to a particular point along a water resource.
- (91) Waters with unavailable parameters. Means any segment of surface water that has been identified by the Tennessee Department of Environment and Conservation as failing to support one or more classified uses. The Tennessee Department of Environment and Conservation periodically compiles a list of such waters known as the "303(d) List".
- (92) *Wet weather conveyance*. Manmade or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality, whose channels are above the groundwater table and which do not support fish and aquatic life and are not suitable for drinking water supplies, and in which hydrological and biological analysis indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.
- (93) *Wetland*. Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support a prevalence of vegetation typical to life in saturated soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs and similar areas. Wetlands are designated by federal or state organizations with this responsibility.

Sec. 23-104. - Authority.

- (1) *Authority of departments*. The city administrator may provide authority in part or whole to various departments for the implementation of activities pursuant to this title. This authority may include but is not limited to plan review, incentives negotiation, plan approval and stormwater facilities maintenance. The city engineer shall have the authority of administration and enforcement of the provisions established pursuant to this title, including, but not limited to, the issuance of civil penalties.
- (2) *Right-of-entry*.
- (a) Designated city staff shall have right of entry on or upon the property of any person subject to this title and any permit/document issued hereunder. The city staff shall be provided ready easy access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any duties necessary to determine compliance with this title.
 - (b) Where a property, site or facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the designated city staff will be permitted to enter without delay for the purposes of performing specific responsibilities.
 - (c) Designated city staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or monitoring of the person's stormwater operations or discharges.
 - (d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the city staff. The costs of clearing such access shall be borne by the person.
 - (e) The city engineer, or his designee, may inspect the facilities of any user in order to ensure compliance with this title. Such inspection shall be made with the consent of the owner, manager, or signatory official. If such consent is refused, denied or not promptly addressed, the designated city staff may seek issuance of an administrative search warrant.
 - (f) The city has the right to determine and impose inspection schedules necessary to enforce the provisions of this article [title]. Inspections may include, but are not limited to, the following:

- (i) An initial inspection prior to stormwater management plan approval;
- (ii) A bury inspection prior to burial of any underground drainage structure;
- (iii) Erosion control inspections as necessary to ensure effective control of erosion and sedimentation; and
- (iv) A finish inspection when all work, including installation of storm management facilities, has been completed.
- (v) Regular or random follow-up inspections to ensure the storm management facilities remain in compliance.

Sec. 23-105. - Appeals.

Appeals of this section shall be pursuant to Franklin Municipal Code section 23-301 et seq.

Sec. 23-106. - Objectives and policy.

- (1) *Objectives.* The objectives of this title are pursuant to the small MS4 permit issued by the state to the city and are as follows:
 - (a) To protect human life and health.
 - (b) To minimize the need for rescue and relief efforts associated with flooding.
 - (c) To eliminate any non-allowable discharges to the city's MS4 that impact water quality.
 - (d) To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to maximize beneficial use without increasing flood hazard potential or diminishing the quality of the natural stormwater resources.
 - (e) To ensure that potential homebuyers are notified that property is in a flood area and generally increase the public awareness of flooding potential.
 - (f) To minimize prolonged business interruptions.
 - (g) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sanitary sewer lines; and streets and bridges located in floodplains.
 - (h) To ensure a functional public and private stormwater quantity and quality management system that will not result in excessive maintenance costs.
 - (i) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.
 - (j) To guide the construction of stormwater management facilities by developing comprehensive master plans to address stormwater quantity and quality.
 - (k) To encourage preservation of floodplains, floodways and open spaces to protect and benefit the community's quality of life and natural resources.
 - (l) To encourage community stewardship of the city's water resources and their impacts on the community character and quality of life.
- (2) *Implementation.* To implement the objectives presented above, the following standards and general policy statements shall be enforced:
 - (a) *Permits.* All new development and redevelopment under the jurisdiction of this title shall obtain a stormwater management and/or grading permit. If site disturbance is over 1 acre, is part of a larger common plan of development, or required to have lot level coverage, the applicant shall obtain a notice of coverage through the City's qualified local program process.
 - (i) The city engineer shall issue a grading and stormwater management permit for stormwater management plans that meet the guidelines of this title and any other provision given

authority under section 23-110 of this title. Application for a permit shall be accompanied by a fee as specified in appendix A, comprehensive fees and penalties.

- (ii) Technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined in this title, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this title.
 - (iii) Approved permits shall be displayed in a conspicuous location on all active construction sites.
 - (iv) A pre-construction meeting with the city engineer shall be held with construction site operators prior to the issuance of a grading and/or stormwater permit.
 - (v) All site permittees and/or operators shall apply for a notice of termination to the city's engineering department stating that all areas have been stabilized and vegetated and all construction activities have been completed related to that sections or sites corresponding stormwater and grading permit and notice of coverage. This shall be completed prior to the release of all performance sureties.
 - (vi) Site owner or developer and/or contractor that wish to transfer stormwater and grading permit coverage to a new owner or developer and/or contractor shall do so by applying for a notice of transfer request in the city's engineering department. The site owner or developer shall also be required to transfer performance sureties to the new site owner or developer prior to the City of Franklin approving the notice of transfer.
 - (vii) The permittee(s) shall be responsible for all *EP&SC* measures and maintenance located within the sites or sections defined in the permit regardless of individual lot ownership until a notice of transfer or notice of termination is issued by the city's engineering department.
- (b) *Stormwater plan submittal requirements.* All new development and redevelopment under the jurisdiction of this title shall be required to submit and have approval of all construction plans, NOI and SWPPP prior to issuance of stormwater and/or grading permit approval.
- (i) An engineer shall stamp all proposed plans for construction in the city. This shall include all proposed improvements or modifications to the existing or new stormwater infrastructure, erosion prevention and sediment control practices, and other related improvements or modifications.
- (c) *Stormwater master plan.* Each individual project shall be evaluated for consistency with the master stormwater management plan for the major watershed or watersheds within which the project site is located. The individual project evaluation will determine if stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a regional facility(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.
- (i) In the absence of such a stormwater quantity and/or quality master plan, a system of uniform requirements shall be applied to each individual project site. In general, these uniform requirements will be based on the criteria that post-development stormwater peak runoff, volume over the critical design-storm period and water quality must not differ significantly from pre-development conditions. These criteria shall be included in the stormwater management plan for the site.
- (d) *Peak runoff control.* Peak runoff control facilities for new development and redevelopment shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge over the critical design-storm period. This shall be applied for two-, five-, 10-, 25-, 50- and 100-year 24-hour storm peak discharge rate not to exceed the pre-development (or undisturbed natural conditions) discharge rate.
- (i) *Calculation of peak runoff flow.* Acceptable methodologies for computing pre and post-development conditions shall include:

- A. The rational method (used when the drainage area is 25 acres or less.)
 - B. The peak discharge method as described in USDA Technical Release Number 55 (TR-55) (drainage area is 2,000 acres or less).
- (ii) Peak runoff flow requirements. If the total land disturbance area is less than 50 percent of the property, then peak runoff control shall be required for the disturbed area only. If the total land disturbance area is greater than 50 percent of the property, then peak runoff control shall be required for the entire site area.
- (iii) Redevelopment of property without existing detention shall be evaluated using one of the following methods unless otherwise determined by the city engineer:
 - A. Rational method shall evaluate pre-development conditions utilizing the appropriate turf meadows runoff coefficient or as existing conditions. The more stringent conditions shall govern.
 - B. USDA Technical Release Number 55 (TR-55) shall evaluate the pre-development conditions as either grassland conditions or as existing conditions. The more stringent conditions shall govern.
- (iv) No more than 5% of a site can bypass water quality requirements unless otherwise approved by the City Engineer.
- (e) *Stormwater design requirements.* New development shall meet a stormwater quantity level of service defined by:
 - (i) Designing road catch basins and connecting culverts to convey the ten-year design-storm runoff.
 - (ii) Designing bridges, culverts, channels and cross drains to pass the 50-year design-storm runoff.
 - (iii) Providing emergency bypass of the *100 year flood event*.
 - (iv) New roadway, existing roadways and *critical service roads* are not inundated by more than three inches of water over one-half the roadway width under a *100 year flood event*. A long-term maintenance plan and maintenance agreement shall be submitted for review and approval by the city engineer for all devices or facilities in new development and redevelopment that require more than general maintenance (i.e., mowing, weeding, etc.). The plan shall address schedules and techniques for inspections and maintenance of the facilities and devices. Documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures shall be submitted to the city engineer on or before July 1 of each year.
- (f) *Easements.*
 - (i) All new development and redevelopment shall be designed and graded in such a way as to forbid stormwater from discharging onto adjacent property where not supported by adequate public infrastructure, easements and right-of-way.
 - (ii) All new development and redevelopment shall be designed and graded so that a minimum ten-foot drainage easement and stormwater conveyance exist between each property.
 - (iii) All new development and redevelopment shall be designed to provide a minimum 20-foot drainage easement on all stormwater infrastructure, including channels, serving more than two properties.
- (g) *Erosion prevention and sediment control.* All construction sites regardless of size or disturbed area shall follow proper *EP&SC* practices to control unwarranted sediment from leaving a site. All construction sites receiving grading or stormwater permits from the City of Franklin shall be subject to the requirements outlined in the State of Tennessee's Construction General Permit,

EP&SC Handbook, the City Stormwater BMP Manual and this title (whichever is more stringent) including the following:

- (i) Construction shall only be permitted after temporary or permanent EP&SC management practices have been placed or constructed and are operational to the city's satisfaction, and a grading and/or stormwater permit has been issued and signed by the city stormwater inspector.
 - (ii) The design-storm for EP&SC practices shall be as described in the City of Franklin Stormwater BMP Manual or the Tennessee EP&SC Handbook and consistent with the Tennessee Construction General Permit.
 - (iii) The city may require more stringent EP&SC practices on properties adjacent to waters with unavailable parameters, or within watersheds with waters with unavailable parameters, watersheds with TMDLs, or sites in close proximity to water resources. This may include measures that limit or eliminate, with a greater safety factor, the potential for sediment or other forms of water pollution from entering sensitive areas as designated by TDEC or the city engineer.
 - (iv) Unwarranted acceleration of erosion or sedimentation, or transport of other pollutants or forms of pollution, due to various land development activities shall be controlled.
 - (v) If deemed appropriate, the city may require the addition, removal or modification of EP&SC measures and/or EP&SC locations at any time during the construction process to ensure proper EP&SC performance.
 - (vi) The city may impose enforcement actions outlined in section 23-111 of this title if any site, development, or construction is found to be in violation of this title or the States of Tennessee's Construction General Permit in order to achieve EP&SC compliance.
 - (vii) The design-storm for erosion prevention and sediment control practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee General Construction Permit.
 - (viii) inlet protection shall be specified on all construction plans to include an overflow protection device. Other measures may be approved on a case by case basis by the City Engineer.
- (h) *Floodplain alterations.*
- (i) Floodplain alterations or filling shall not cause a net decrease in flood storage capacity below the projected 100-year flood elevation unless it is shown that the proposed alteration or filling will not cause an increase in the high water level, increase velocities, or aggravate flooding on other properties and will not unduly restrict flood flows. Compensatory cut shall at least be applied to 150 percent (1.5:1) for all fill in floodplains. Floodplain may be used for application of water quality devices. This may only be permitted provided EP&SC, water quality, and cut-fill policies are adequately addressed as determined by the city according to the provisions in section 23-110 of this title. Detention/retention volumes in the floodplain shall count as fill if applied in a manner where floodplain storage is lost.
- (i) *General stormwater regulations.*
- (i) The city encourages regional stormwater management practices, serving 40 to 300 acres of tributary area, which may be consistently and efficiently managed and maintained. These types of practices will be encouraged in order to replace or reduce the implementation of on-site stormwater management practices redevelopment of properties containing on-site stormwater management practices may be permitted, at the discretion of the city engineer, provided the property and downstream public and private properties, infrastructure or waters of the state are adequately protected by a regional facility(s) from stormwater quantity or quality impacts.

- (ii) No construction, whether by private or public action, shall be performed in a manner that will negatively impact stormwater quantity or quality in its vicinity or in other areas whether by flow restrictions, increased runoff, or by diminishing channel or floodplain storage capacity.
 - (iii) New construction shall not aggravate upstream or downstream flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new development or redevelopment.
 - (iv) In no instance shall new development or redevelopment cause or have the potential to cause water quality degradation to immediate or downstream water resources.
 - (v) The construction and financing of any required off-site drainage improvement necessitated by private development within the same watershed shall be the responsibility of the developer.
 - (vi) Under no circumstances shall a site be graded or drained in such a way as to increase surface runoff to sinkholes, dry wells or drainage wells.
 - (vii) Soil bioengineering, "green" and other "soft" slope and stream bank stabilization methods shall receive preference over riprap, concrete and other hard armoring techniques. "Hard" alternatives shall only be permitted when their necessity can be demonstrated given site-specific conditions.
 - (viii) The city may require maintenance or modification of stormwater management practices that are not operating within the guidelines established by this title, as determined by the city engineer.
 - (ix) The city encourages the use of greenway rights-of-way for appropriate properties.
 - (x) As new development construction is completed, an "as-built" plan, certified by an engineer and/or land surveyor as appropriate, must be submitted upon completion of the stormwater management facilities included in the stormwater management plan. The licensed professional shall certify that: the facilities have been constructed as shown on the "as-built" plan, and facilities meet the approved stormwater management plan and specifications, or achieve the function for which they were designed. Coordinate data shall be presented in the State of Tennessee Plane System with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988. (as added by Ord. No. 2001-53, 2002).
- (j) *Maintenance responsibility.*
- (i) Any stormwater management facility or BMP which services individual property owners or subdivisions shall be privately owned with general routine maintenance (controlling vegetative growth and removing debris) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other maintenance by the city.
 - (ii) Any stormwater management facility or BMP which services an individual subdivision in which the facility or BMP is within designated open areas or an amenity with an established homeowners association shall be privately owned and maintained consistent with provisions of this title. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency maintenance by the city.
 - (iii) Any stormwater management facility or BMP which services commercial and industrial development shall be privately owned and maintained consistent with the provisions of this title. The city has the right, but not the duty to enter premises for emergency repairs through a perpetual nonexclusive easement.
 - (iv) All regional stormwater management facilities proposed by the owners, if accepted by the city engineer and approved by the board of mayor and aldermen for dedication as a public regional facility shall be publicly owned and maintained.

- (v) All other stormwater management control facilities and BMP's shall be publicly owned and/or maintained only if accepted for maintenance by the city through a formal agreement recorded at the Williamson County, Tennessee Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.
 - (vi) The city engineer may require dedication of privately owned stormwater facilities, which discharge to the city's stormwater system.
 - (vii) All stormwater BMP's shall be required to place maintenance signs approximately 9"x12" on or near BMP's in order to ensure identification and proper maintenance of features.
- (3) *Green infrastructure—Runoff reduction requirements.* This section shall be effective for all development and redevelopment under the jurisdiction of this title submitted for plan review on or after January 1, 2014.
- (a) All new development and redevelopment shall utilize site design standards that reduce stormwater runoff volume through the use of green infrastructure practices which are designed to infiltrate, evapotranspire, and/or reuse rainwater. The green infrastructure practices shall be designed to reduce the volume of stormwater runoff using the runoff reduction method (RRM) as defined in the current City of Franklin Stormwater Best Management Practices (BMP) Manual.
 - (b) All green infrastructure practices shall be located in open space lots on residential developments requiring plats. All other development shall be required to locate green infrastructure practices in an exclusive public drainage and green infrastructure easement.
 - (c) The city engineer may approve alternative practices in lieu of runoff reduction/green infrastructure when site limitations exist. Criteria to determine the circumstances under which alternatives are available shall not be based solely on the difficulty or cost of implementing practices. The determination shall be based on one or more of the following site limitations:
 - (i) Where the potential for introducing pollutants into groundwater exists, unless pretreatment is provided;
 - (ii) Where pre-existing soil contamination is present in areas subject to having contact with infiltrated runoff;
 - (iii) Where sinkholes or other karst features are present on the site (stamped geotechnical report shall be submitted to the city engineer);
 - (iv) Where the site has a historic or archaeological significance that cannot be disturbed as determined by the State Historic Preservation Office;
 - (v) Where utility conflicts preclude the use of green infrastructure practices;
 - (vi) Where steep slopes are present and slope failure may occur (stamped geotechnical report shall be submitted to the city engineer); and
 - (vii) Other site limitations as determined by the city engineer.
 - (viii) Cost and difficulty of implementing green infrastructure/runoff reduction measures shall not be considered a limitation.
- (4) *Pollutant removal.* New development and redevelopment will be required to minimize the impact to stormwater quality by applying structural and/or nonstructural management practices selected to address site-specific conditions. New development and redevelopment that cannot meet 100 percent of the RRM must implement pollutant removal BMPs that are designed and constructed in accordance with the site design standards, criteria and specifications for pollutant removal BMPs that are provided in the current City of Franklin Stormwater BMP Manual. The water quality treatment for the runoff resulting from a rainfall depth of 1.1 inches shall be a minimum of 80 percent total suspended solids (TSS) removal through appropriate use of BMP controls as detailed in the current City of Franklin BMP Manual.

Sec. 23-107. - Riparian resources buffer requirements.

- (1) A riparian buffer shall be applied to all water resources located in, or adjacent to, new construction, development or redevelopment. There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the city engineer, or his designee. Final determination shall be made by the city engineer regarding riparian buffer delineation, top of bank, areas where the riparian buffer shall apply and riparian buffer width requirements.
- (2) Riparian buffer zones. The riparian buffer shall be applied in two zones: riparian zone 1 and riparian zone 2: all uses, other than those allowable in each zone, shall be prohibited.
 - (a) *Riparian zone 1* . The riparian zone 1 shall begin at the top of bank of the water resource and extend a minimum of 30 linear feet perpendicular for water resources that have tributary area less than one square mile. This distance shall be 60 linear feet perpendicular from top of bank for water resources that drain one square mile or greater.
 - (i) Allowable uses within zone 1.
 - (A) Utility crossings according to subsection 23-107(5)(b) of this title.
 - (B) Passive recreation, pervious footpaths, canoe launches, and boardwalks placed perpendicular to the top of bank and the riparian zone to approach the water resource as approved by the city engineer.
 - (C) Stabilization practices to prevent channelization and erosion in the riparian buffer from stormwater runoff adjacent to the water resource.
 - (D) Landscaping to allow for climax successional vegetation through the removal of invasive exotic plants and the establishment of native vegetation, and/or other practices that restore the ecological integrity of the riparian buffer.
 - (E) Removal of individual trees within the riparian buffer which are in danger of falling, causing damage to dwellings or other structures, or causing blockage of the water resource.
 - (ii) *Riparian zone 1—Special conditions*. Riparian zone 1 widths shall vary depending on the tributary area of the water resource, location of water pollution hazards, or steep slopes. The following riparian zone 1 widths shall apply:
 - (A) For certain land uses and/or activities designated as potential water pollution hazards:
 1. Drain fields from onsite sewage disposal and treatment systems (i.e., septic systems) require 100 feet.
 2. Land application of biosolids requires 100 feet.
 3. Subsurface discharge from a wastewater treatment plant requires 100 feet.
 4. Above ground or underground petroleum storage or storage of hazardous substance facilities requires 150 feet.
 5. Raised septic systems require 250 feet.
 6. Solid waste landfills or junkyards require 300 feet.
 - (B) For areas containing steep slopes:
 1. Where the average slope of the land within the riparian zone 1 is between 15 percent and 25 percent, an additional 20 feet shall be added to the minimum riparian buffer width.
 2. Where the average slope of the land within the riparian zone 1 is greater than 25 percent, an additional 50 feet shall be added to the minimum riparian buffer width.
 - (b) *Riparian zone 2*. A riparian zone 2 shall be applied to water resources that drain less than one square mile. The riparian zone 2 shall begin at the edge of the riparian zone 1 (which includes

any additional width as specified above in "riparian zone 1—special conditions") and extend 30 linear feet perpendicular to riparian zone 1.

- (i) Allowable uses within riparian zone 2.
 - (A) Those uses allowed in riparian zone 1.
 - (B) Biking or hiking paths and greenways. View corridors shall be allowed along greenways as approved by the city engineer. Paths and greenways shall be designed to prevent the channelization of stormwater runoff. The water resource buffer width shall be increased by the width of impact associated with the path, greenway, or trail.
 - (C) Limited passive recreation.
 - (D) Changes to existing stormwater channels.
 - (E)

- (3) *Riparian buffer enhancement.* Evaluation of the current riparian buffer conditions shall be required in zone 1 and zone 2 areas of the riparian buffer on all water resources. This is to ensure the preservation and propagation of the riparian buffer areas and to provide the necessary conditions to ensure proper stream function. If the riparian areas are found to be in any other vegetative state than that outlined below, then the riparian buffers shall be enhanced. Reference the Tennessee Urban Riparian Buffer handbook for guidance and more information.

- (a) Vegetative state.

- (i) The riparian buffer shall be enhanced to allow for climax successional vegetation through the establishment of native vegetation and the removal of exotic invasive vegetation. The native vegetation established shall be consistent with that of an undisturbed forest ecosystem with all classes of vegetation equally represented.
 - (ii) The riparian buffer shall consist of native vegetation along both sides of a water resource measured linearly perpendicular from top of bank.
 - (iii) Riparian buffers shall be maintained perpetually on all properties in a manner that allows for growth of climax successional vegetation.
 - (iv) No clearing of existing native vegetation in the riparian zones shall be allowed, except as permitted in subsection 23-107(3) of this title.

- (b) Buffer management plans—Proposals for enhancement to restore the ecological integrity of the riparian buffer shall be submitted as a buffer management plan or landscape plan to the city engineer during the site plan review process, and any pertinent local, state, or federal permits shall be obtained. The city engineer shall approve the specific requirements of such plan prior to the issuance of a grading and stormwater permit or grading permit.

- (4) *Stream relocations.* Stream relocations shall only be permitted in rare circumstances where the need to address a highly unstable hydrological condition can be clearly demonstrated by the following:

- (a) The applicant shall apply for a variance pursuant to chapter 3 of this title.
- (b) The relocation shall create a high quality aquatic habitat, restore natural flow regimes and natural streamside conditions, and shall result in overall water quality improvements.
- (c) The applicant shall submit a buffer management plan and long-term maintenance plan as prescribed in the grading and stormwater management permit requirements. A copy of any applicable federal or state permits shall be supplied to the city engineer prior to the commencement of relocation.

- (5) *Riparian buffer width averaging, clearing activities, and crossings.*

- (a) The riparian buffer zone 2 width may be averaged in limited areas in conjunction with targeted restoration plans that make comparable improvements to both the ecological integrity within the riparian buffer and water quality of the water resource. Restoration plans may include stream

bank restoration, revegetation, habitat improvements, or other bioengineering methods, as approved in a buffer management plan by the city engineer, or his designee. Averaging of the zone 2 riparian buffer width may apply to specific areas of an overall development, and shall be approved on a case-by-case basis in no case shall averaging be allowed in the zone 1 riparian buffer. Averaging request shall demonstrate the same practical difficulty as variance request outlined in [section] 23-304(3)(a).

- (b) Riparian buffer crossings shall be approved by the city engineer, or his designee. Attempts should be made to limit the number and width of road and utility crossings across water resources. Utilities shall be located under pavement where possible. Riparian buffer crossings shall be approved in a buffer management plan by the city engineer, or his designee.
 - (i) Crossing water resources with mainline sanitary sewers shall be minimized, and shall cross with road crossings where possible.
 - (ii) Underground utilities such as sanitary sewer, water mains and above ground utilities shall be located outside of the riparian buffer except for crossings.
 - (iii) The city engineer, or his designee, may approve new driveways or road crossings through or across riparian buffer zones on a case-by-case basis. It shall be demonstrated that access across the riparian buffer is necessary, and that the riparian buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, ± 15 degrees, to the water resource and/or riparian buffer with careful detail to protecting trees and vegetation and minimizing site grades. Crossings shall utilize a spanning open bottom culvert with footings located outside of the stream and embankments. Stream encapsulations shall be prohibited unless approved by a variance request. Note that such crossings may require federal, state, and/or local permits.

(6) *Development plan and construction activity requirements.*

- (a) The parameters of the riparian buffer shall be delineated by the applicant prior to the pre-application phase of a development submittal.
- (b) Riparian buffer boundaries shall be clearly indicated on all plats and plans including development plans, regulating plans, site plans, conservation subdivisions, preliminary plats, final plats, as well as permits and official maps, and shall:
 - (i) Show the extent of any riparian buffer on the subject property and clearly label as "riparian buffer" along with the required width.
 - (ii) Provide a note to reference the riparian buffer, labeled as: "there shall be no clearing, grading, construction, storage, or disturbance of vegetation except as permitted by the city engineer."
 - (iii) Provide a note to reference protective covenants governing all riparian buffer areas, labeled as: "Any riparian buffer is subject to protective covenants recorded in the register of deeds (Williamson County). Disturbance and use of these areas is restricted; severe penalties apply."
- (c) Riparian buffer areas shall be protected during all development activities. Construction layout survey shall include fencing and labeling of the riparian buffer areas. Use of a combination of fencing and flagging to ensure adequate visibility shall be required. Riparian buffer boundaries shall be marked with signs that persist before, during, and after construction to prevent entry of construction equipment, storage and stockpiling.
- (d) Permanent boundary markers, in the form of signage approved by the city engineer, or his designee, shall be installed prior to the issuance of a grading and stormwater permit. Signage shall be posted and clearly observable at the edge of the riparian buffer, each lot line, and at a maximum spacing of 150 feet. Properties with a large amount of riparian buffer frontage may request a reduction in spacing requirements, subject to approval from the city engineer, or his designee. The size of the sign shall be 12 inches by 18 inches rectangle or greater and shall

contain the message, "Water Quality Buffer Do Not Disturb" or other language approved by the city engineer, or his designee.

- (e) All riparian buffers shall be placed in open space lot to be maintained according to section 23-108 of this title. Commercial developments shall be allowed to place riparian buffers in a riparian buffer conservation easement in lieu of open space lots.
- (7) *Enforcement procedures.*
 - (a) Any person violating the provisions of this title shall be subject to the penalties set forth in section 23-111 of this title.
 - (b) Riparian buffers shall be actively managed with periodic buffer surveys. Violators shall be served with civil penalties according to section 23-111(4)(d) of this title and shall be required, at their own expense, to revegetate, according to an approved buffer management plan, and maintain the section of the riparian buffer encroached upon, using only plants from a list of native vegetation provided by the city engineer. Equivalent native plants and trees that were removed shall be replaced on a tree per tree basis or as approved by the city engineer, or his designee. Specimen trees shall be replaced as required by the zoning ordinance of the city.
- (8) *Variance and appeal procedures.* Variance and appeal requests shall be submitted pursuant to section 23-301 et seq. of this title.
- (9) *Other requirements.* If deemed appropriate by the city engineer, or his designee, during the plan review process, each new development shall evaluate water resource conditions and shall be required to address the following:
 - (a) Stabilization and/or restoration within or adjacent to the water resource.
 - (b) Additional water quality protection.
 - (c) Channel erosion.
 - (d) Stream pollution.
 - (e) Habitat degradation.

Sec. 23-108. - Maintenance requirements.

- (1) The maintenance responsibilities for permanent stormwater runoff control facilities shall be determined based upon the type of ownership of the property which is controlled by the facilities.
- (2) Single entity ownership. Where the permanent stormwater runoff control facilities are designed to manage runoff from property in a single entity ownership as defined below, the maintenance responsibility for the stormwater control facilities shall be with the single entity owner.
 - (a) The stated responsibilities of the entity in terms of owning and maintaining the facilities shall be submitted with the stormwater management plan for determination of their adequacy. Approval of the stormwater management plan shall be conditioned upon the approval of these terms. These terms shall be in writing in the form of a maintenance agreement, shall be recorded at the register of deeds office, and shall, in addition to any other terms deemed necessary by the city, contain a provision permitting inspection at any reasonable time by the city engineer, or his designee, of all such facilities deemed critical in the public welfare.
 - (b) A single entity shall be defined as an association, public or private corporation, partnership firm, trust, estate or any other legal entity allowed to own real estate exclusive of an individual lot owner.
 - (c) Upon approval of the stormwater management facilities by the city, the facility owner(s) shall demonstrate the ability to garner and apply the financial resources necessary for long-term maintenance requirements. The funding mechanism shall be in a form approved by the city. The city will only approve funding mechanism(s) for long-term maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.

- (d) Unless made specifically clear in the preliminary stages of the site design and construction plan review procedure, it will be assumed that all stormwater detention, retention, treatment or storage facilities and/or devices, and riparian buffers shall be owned, operated and maintained by a single entity as defined above.
- (3) *Municipal ownership.* Where the city has accepted an offer of dedication of the permanent stormwater management facilities, the city shall be responsible for maintenance. Dedication of a permanent stormwater management facility shall be through a formal agreement recorded at the Williamson County, Tennessee Register of Deeds. Existing or proposed drainage easements shall not constitute a formal agreement.
- (4) *Construction performance agreement.* The city may require the posting of a performance agreement to secure the structural integrity of said facilities as well as the functioning of said facilities in accordance with the City of Franklin Zoning Ordinance.

Sec. 23-109. - Allowable and illicit discharges.

- (1) No person shall discharge or cause to be discharged into the City's MS4 or water resources any materials, including but not limited to, pollutants or waters containing any pollutants that cause or contribute to violation of applicable water quality standards, other than stormwater and except as permitted by section 23-109(4) of this title.
- (2) Contamination of stormwater runoff from hot spots shall be prohibited and subject to the maximum penalties as specified in section 23-111(4)(d)(iv) of this title.
- (3) Except as hereinafter provided, all non-stormwater discharges into the MS4 shall be prohibited and declared to be unlawful.
- (4) Unless the city engineer has identified them as a source of pollutants to the waters of the state, the following non-stormwater discharges into the MS4 shall be lawful:
 - (a) Discharges from emergency firefighting activities.
 - (b) Diverted screen flows.
 - (c) Rising ground waters.
 - (d) Uncontaminated groundwater infiltration to separate storm sewer systems (as defined by 40 CFR35.2005(20) as may be amended.
 - (e) Uncontaminated pumped ground water.
 - (f) Discharges from potable water sources as required for system maintenance.
 - (g) Drinking water line flushing.
 - (h) Foundation drains and pumps.
 - (i) Air conditioning condensate.
 - (j) Landscape irrigation.
 - (k) Irrigation water.
 - (l) Lawn watering.
 - (m) Uncontaminated springs.
 - (n) Water from crawl space pumps.
 - (o) Uncontaminated footing drains and pumps.
 - (p) Individual residential car washing.
 - (q) Flows from riparian habitats and wetlands.
 - (r) Dechlorinated swimming pool discharges.

- (s) Street wash waters resulting from normal street cleaning operations.
 - (t) Controlled flushing of stormwater conveyances (controlled by appropriate best management practices).
 - (u) Discharges within the constraints of a NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).
 - (v) Discharges approved at the discretion of the city engineer.
- (5) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is considered to be in violation of this title if the person connects a line conveying sewage to the MS4, or allows such connection to continue.
 - (6) The city may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the state, or to minimize danger to persons.
 - (7) Every person, or such person's lessee or other designee, owning or maintaining property, through which the City's MS4, Public Utility and Drainage Easement, or water resource passes, shall keep that part of the water resource within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the MS4 or water resource.
 - (8) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into the MS4 or waters of the state said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the city no later than the next business day.

Sec. 23-110. - Rule-making authority.

- (1) The city engineer shall have authority to implement this title by appropriate regulations, guidance or other related materials. In this regard, technical, administrative, or procedural matters may be modified as needed to meet the objectives and policies defined above, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies defined above.
- (2) Documents referenced above may be updated periodically to reflect the most current and effective practices and shall be made available to the public. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the stormwater management ordinance (this title), and shall not prevent the city engineer from imposing the most current and effective practices.
- (3) Regulations, guidance or other related materials that may be given authority by this title may include, but are not limited to BMP manuals, design regulations and requirements, submittal checklists, review checklists, inspection checklists, certifications, stormwater management manuals, stormwater inspection manuals, and operation and maintenance manuals. The document(s) may include information deemed appropriate by the city engineer including guidance and specifications for the preparation of stormwater management plans, selecting environmentally sound practices for managing stormwater, minimum specifications and requirements, more complete definitions and performance standards.

- (4) The above referenced documents shall not in any way require specific commercially available products. However, they may refer to performance specifications, class of devices, construction, or management practice.

Sec. 23-111. - Enforcement.

The city shall have the authority to institute appropriate actions or proceedings at law or equity for the enforcement of this title. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Any person unlawfully polluting the waters of the state or violating or failing, neglecting, or refusing to comply with any provisions of this title as it relates to Tenn. Code Ann. § 69-3-101 et seq. (as it may be amended) commits a Class C misdemeanor. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. Any of the following enforcement remedies and penalties shall be available to the city in response to violations of this title. If the person, property or facility has or is required to have a stormwater discharge permit from the TDEC, the city shall alert the appropriate state authorities of the violation.

- (1) *Notice of violation (NOV).* Whenever designated city staff find that any person, company or facility owning or occupying a premises has violated or is violating this title or order issued hereunder, the city engineer, or his designee, may serve, by personal service, or by registered or certified mail, upon said person a written NOV. Within 30 days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, which shall include specific required actions, shall be submitted to the city staff. Submission of this plan shall in no way relieve liabilities for violations occurring before or after receipt of the NOV.
- (2) *Revocation of permit.* The city engineer, or his designee, may revoke and require the return of a permit or certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure from the approved application plans, or specifications; refusal or failure to comply with the requirements of state or local law; or for false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of any applicable state or local law may also be revoked.
- (3) *Compliance order.* If any person, company or facility shall violate the provisions of this title, the city engineer, or his designee, may give notice to the owner or to any person in possession of the subject property, ordering that all unlawful conditions existing thereupon be abated within a schedule defined from the date of such notice.
 - (a) The city engineer, or his designee, shall have the authority to establish elements of a stormwater pollution prevention plan, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this title. The city engineer, or his designee, may establish the requirements of best management practices for any premises.
 - (b) The notice and order may be given provided, that if, in the opinion of the city engineer, or his designee, the unlawful condition is such that it is of imminent danger or peril to the public, then an authorized city representative may, without notice, proceed to abate the same, and the cost thereof shall be charged against the property. The city, as described further in this subsection, may recover the cost of such actions from the property owner.
- (4) *Civil penalties.* Any person, company or facility who has been found to have been in violation of any provision of this title, may be assessed a civil penalty not to exceed the amount presented in this subsection.
 - (a) The penalty may increase by 25 percent of the previous penalty amount for every subsequent but separate offense made by the same person, company or facility. The penalty shall be additional to other enforcement actions of this section.

- (b) The penalty may be assessed by the city engineer, or his designee, for each day beyond schedules applied in compliance orders or other schedules issued to the property owner or other person responsible for unauthorized activity defined in this title.
 - (c) In determining the amount of the penalty the city engineer, or his designee, shall consider the following:
 - (i) The degree and extent of the harm to the natural resources, to the public health, or to the public or private property resulting from the violation;
 - (ii) The duration and gravity of the violation;
 - (iii) The effect on ground or surface water quality;
 - (iv) The cost of rectifying the damage;
 - (v) The amount of money saved by noncompliance;
 - (vi) Whether the violation was committed willfully or intentionally;
 - (vii) The cumulative effect of other enforcement actions applied for the same offense;
 - (viii) The prior record of the violator in complying or failing to comply with the stormwater quality management program; and
 - (ix) The costs of enforcement to the city.
 - (d) The maximum civil penalties shall be determined by the city engineer, or his designee, based on the type of offense. This indicates the maximum that may be imposed for a first offense and does not reflect the increases described above for repeat offenses.
 - (i) *Development without permit—\$10,000.00.* To engage in any development, use, construction, remodeling, or other activity of any nature upon land or improvements thereon subject to the jurisdiction of this title without all required permits, certificates, or other forms of authorization as set forth in this title.
 - (ii) *Development inconsistent with permit—\$5,000.00.* To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.
 - (iii) *Violation by act or omission—\$5,000.00.* To violate, by act or omission, any term, variance, modification, condition, or qualification placed by the city or its agent departments upon any required permit, certificate, or other form of authorization of the use, development, or other activity upon land or improvements thereon.
 - (iv) *Illicit discharge—\$5,000.00.* Any person, company or facility who is found to have improperly disposed of any substance that is not defined in section 23-110 of this title or causes the city to be in noncompliance with any applicable environmental permit.
 - (v) *Household products—\$500.00.* Any person, company, or facility who is found to have improperly disposed of any substance not included in section 23-109 of this title that was purchased over-the-counter for household use, in quantities considered normal for household purposes, which, upon discharge to the MS4 or drainage network, would have an adverse impact on water quality or cause the city to be in noncompliance with any applicable environmental permit.
 - (e) In the event there are penalties assessed by TDEC against the city caused by any person, company, or facility, said person, company or facility shall be assessed the equivalent amount of civil penalty. This shall include, but is not limited to, penalties for improper disposal or illegal dumping, or illicit connection into the MS4.
- (5) *Stop work order.* Any person, company or facility who has been found to have been in violation of any provision of this title, may be issued a stop work order. This shall be an order requiring the entity in violation to cease any and all work associated with a grading, building, or stormwater permit issued by

the city. Work to correct or rectify the violation may be allowed. This order is to be in place until all violations have been corrected in their entirety.

- (6) *Order to clean and abate/restore.* Any violator may be required to clean and/or restore land to its condition prior to the violation.
- (7) *Cost recovery.* If corrective action, including maintenance delinquency, is not taken in the time specified or within a reasonable time if no time is specified, the city may take the corrective action, and the cost of the corrective action shall be the responsibility of the owner and the developer. The cost of the abatement and restoration shall be borne by the owner of the property and the cost therefore shall be invoiced to the owner of the property. If the invoice is not paid within 90 days, the city shall have the authority to place a lien upon and against the property. If the lien is not satisfied within 90 days, the city is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a monetary judgment, by delivery to the assessor or a special assessment against the property.
- (8) *Injunctions and/or proceedings at law or in equity.* Any violation of this title or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to state law.
- (9) *Fee or utility credit revocation.* This enforcement tool is intended to be available or used if there are, at any time, provisions for a funding mechanism managed by the city. This enforcement tool permits that credits or other measures to reduce fees or utility charges may be revoked, in full or in part, if any provision of this title, or given authority per section 23-110 of this title, is violated.
- (10) *Civil actions.* In addition to any other remedies provided in this title, any violation of this title may be enforced by civil action brought by the city attorney. Monies recovered under this subsection shall be paid to the city to be used exclusively for costs associated with implementing or enforcing the provisions of this title. In any such action, the city may seek, as appropriate, any or all of the following remedies:
 - (a) A temporary and/or permanent injunction;
 - (b) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which leads to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
 - (c) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation;
 - (d) Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life.
- (11) *Emergency orders and abatements.* The city engineer, or his designee, may order the abatement of any discharge from any source to the stormwater conveyance system when, in the opinion of the city engineer, or his designee, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety, or welfare, or the environment or a violation of a NPDES permit, the city may perform or cause to be performed such work as shall be necessary to abate said threat or danger. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of this subsection.
- (12) *Appeals.* Upon issuance of a citation or notice of violation of this stormwater management ordinance (this title), it shall be conclusive and final unless the accused violator submits a written notice of appeal to the city engineer within ten days of the violation notice being served. If the city engineer does not issue a decision within ten days of the written notice of appeal then the violation is considered upheld. If the city engineer does not reverse the decision or if the violation is considered upheld, the aggrieved party may appeal to the stormwater appeals board, by filing a written request for hearing within 30 days of the city engineer's decision on the appeal. The request for hearing shall state the specific reasons why the decision of the city engineer is alleged to be in error, and shall be accompanied by a

payment in the amount of \$750.00 to cover the cost of court reporters, transcripts, plan reviews and other administrative costs associated with the appeal. In the event the stormwater appeals board overturns the decision of the city engineer, this payment may be refunded to the appellant.

Sec. 23-112. - Severability.

- (1) Should any article, section, subsection, clause or provision of this comprehensive stormwater management ordinance (this title) be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the title as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.
- (2) If any provisions of this title and any other provisions of law impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

CHAPTER 2. - STORMWATER USER FEE

Sec. 23-201. - Definitions.

For the purpose of this chapter, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) *Bonds* means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.
- (2) *Calendar year* means a 12-month period commencing on the first day of January of any year.
- (3) *City engineer* refers to the City of Franklin City Engineer who has the authority to delegate to designated staff.
- (4) *Costs of construction* means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including, but not limited to, the costs of:
 - (a) Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements thereof;
 - (b) Physical construction, installation and testing, including the costs of labor, services, materials, supplies and construction services used in connection therewith;
 - (c) Architectural, engineering, legal and other professional services;
 - (d) Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation;
 - (e) Any taxes or other charges which become due during construction;
 - (f) Expenses incurred by the city or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction;
 - (g) Principal of and interest of any bonds; and
 - (h) Miscellaneous expenses incidental thereto.

- (5) *Debt service* means, with respect to any particular calendar year and any particular series of bonds, an amount equal to the sum of (i) all interest payable on such bonds during such calendar year, plus (ii) any principal installments of such bonds during such calendar year.
- (6) *Developed property* means real property other than undisturbed property and vacant improved property.
- (7) *Dwelling unit* means a singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.
- (8) *Equivalent residential unit* or ERU means the average impervious area of residential developed property per dwelling unit located within the city and as established by the board.
- (9) *ERU rate* means a utility fee charged on each ERU as established by the board.
- (10) *Exempt property* means public rights-of-way, public streets, public alleys and public sidewalks.
- (11) *Extension and replacement* means costs of extensions, additions and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the system, or land acquisitions for the system and any related costs thereto, or paying extraordinary maintenance and repair, including the costs of construction, or any other expenses which are not costs of operation and maintenance or debt service.
- (12) *Impervious area* means the number of square feet of hard surfaced areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undisturbed property, including, but not limited to, roofs, roof extensions, patios, porches, driveway, sidewalks, pavement and athletic courts.
- (13) *Nonresidential developed property* means developed property that is not utilized for dwelling units within the city.
- (14) *Operating budget* means the annual operating budget adopted by the city for the succeeding fiscal year.
- (15) *Operations and maintenance* means the current expenses, paid or accrued, of operation, maintenance and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.
- (16) *Revenues* mean all rates, fees, assessments, rentals or other charges or other income received by the stormwater user fee fund, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the city, all as calculated in accordance with sound accounting practice.
- (17) *Stormwater management system* or *system* means the existing stormwater management of the city and all improvements thereto which by this chapter are constituted as the property and responsibility of the city, to be operated as an enterprise fund to, among other things, conserve water, control discharges necessitated by rainfall events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.
- (18) *Stormwater user fee* means a fee authorized by ordinance(s) established to pay operations and maintenance, extension and replacement and debt service.

- (19) *Stormwater user fee fund* means the enterprise fund created by this chapter to operate, maintain and improve the system and for such other purposes as stated in this chapter.
- (20) *Undisturbed property* means real property which has not been altered from its natural state by dredging, filling, removal of trees and vegetation or other activities which have disturbed or altered the topography or soils on the property.
- (21) *User fee district* means the area or property within the corporate limits of the City of Franklin.
- (22) *Vacant improved property* means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.

Sec. 23-202. - Fee established.

Subject to the provisions of this chapter, each and every residential developed property, nonresidential developed property and vacant improved property, other than exempt property, within the corporate limits of the city, and the owners and non-owner users thereof, have imposed upon them a stormwater user fee. In the event the owner and non-owner users of a particular property are not the same, the liability for each the owner and non-owner user for the stormwater user fee attributable to that property shall be joint and several. The stormwater user fee shall be a monthly or a regular interval service charge and shall be determined by the provisions of this chapter and the ERU and ERU rate which shall be established and changed from time to time by the board of mayor and aldermen.

Sec. 23-203. - Stormwater user fee collection.

The stormwater user fee for metered property shall be billed and collected monthly with the monthly city's utility services bill for those properties within the corporate limits of the city utilizing the city utilities and billed and collected separately as stormwater user fees for those properties not utilizing other city utilities. All such bills for stormwater user fees shall be rendered monthly by the utilities department. The stormwater user fee for those properties utilizing city utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. The stormwater user fee for unmetered property shall be billed at regular intervals. All bills for stormwater user fees shall become due and payable in accordance with the rules and regulations of the utilities department pertaining to the collection of the stormwater user fees.

Sec. 23-204. - Stormwater user fee determination.

There is hereby established the following uniform schedule of rates for the services and use of facilities of the stormwater management system by the owner, tenant, or occupant of the premises using the services and facilities of said system:

- (a) The board of mayor and aldermen, upon recommendation of the city engineer, shall, by resolution, establish reasonable rates for the use of the system for each single-family residence: each single-family residence shall be billed at a flat fee established by the board of mayor and aldermen for an equivalent residential unit (ERU).
- (b) Parcels which are undeveloped shall be assessed a stormwater user fee. The bill shall be determined by dividing the total land area of the property, in square feet, by the area of an equivalent residential unit times a correction factor. The correction factor shall be based on the relative volume of runoff from an undeveloped property and that of a typical single-family residence, under typical hydrologic conditions.
- (c) For all nonresidential properties, that is enterprise, business establishment, building, or other occupancy not covered by subsections (a) and (b) of this section, the ERU rate shall be computed based on the total impervious area of the property divided by the average impervious area of an ERU times the rate established for an ERU. The billing amount shall be updated by the city engineer based on any additions to the impervious areas as approved through the building permit process.

- (d) Users whose stormwater runoff is not discharged into or through the stormwater and/or flood control facilities of the city shall be exempt from paying the stormwater user fee.
- (e) Users who construct, or have constructed, facilities to retain and control the quantity and/or quality of stormwater runoff from their property may be entitled to a reduction or adjustment of the stormwater user fee due, based upon reasonable criteria developed by the city engineer.
- (f) Any person who disagrees with the calculation of the stormwater user fee's determination by the city engineer or who seeks adjustments or exemption of his stormwater user fee, may appeal such determination to the city engineer. An appeal shall be accompanied by a fee as specified in appendix A—Comprehensive fees and penalties, chapter 23—Stormwater management ordinance, filed in writing and include a written statement of the grounds for the appeal, with reference to the Franklin Stormwater Management Credit and Appeal Manual or other appropriate documents available from the engineering department. The city engineer will review the appeal and render a decision within 30 days. The city engineer's decision shall be in writing and mailed, certified return receipt requested, or hand-delivered to the address of the applicant contained in the appeal. In response to an appeal, the city engineer may adjust the stormwater user fee applicable to a property in conformance with the general purpose and intent of this title.

Sec. 23-205. - Equivalent residential unit (ERU) established.

The equivalent residential unit is hereby established to be 3,350 square feet of impervious area.

Sec. 23-206. - Equivalent residential unit (ERU) rate and tiers established.

- (1) *Intent.* The board of mayor and aldermen intends to establish a base ERU rate and tiers of residential properties so that application of the ERU rate and tiers as established leads to a fair and equitable result and such that the collection of fees shall be proportional to the amount of actual use of the stormwater management system. The fee structure reflects different categories of use and tiers using commonly accepted statistical principles to achieve such equitable results.
- (2) *ERU rate established.* The ERU rate to be charged for the stormwater user fee for each ERU is as specified in appendix A—Comprehensive fees and penalties, chapter 23—Stormwater management ordinance.
 - (a) *Two tier residential ERU established.* Residential properties will be separated into two tiers: residential units smaller than or equal to 3,350 square feet will pay 75 percent of the ERU rate per month and residential units larger than 3,350 square feet will pay 120 percent of the ERU rate per month.
 - (b) *Non-residential properties established.* Non-residential properties will pay monthly the ERU rate times the actual square footage of impervious area divided by the ERU.

Sec. 23-207. - Undisturbed property correction factor established.

The undisturbed property correction factor to be used to calculate the stormwater user fee for each acre of undisturbed property is hereby established to be zero percent.

CHAPTER 3. - STORMWATER APPEALS BOARD

Sec. 23-301. - Established.

There is hereby established a board of seven members to be known as the "stormwater appeals board" (SAB).

Sec. 23-302. - Composition; terms; filling vacancies.

- (1) The seven members of this board shall be appointed by the mayor, subject to the approval of the board of mayor and aldermen. The mayor shall appoint members with the following qualifications: one (1) environmental engineer or environmental scientist, one attorney, one person employed or retired from an industrial or commercial establishment regulated by this article [title], and one person that is a member of an organized neighborhood organization or environmental group. At least one member of the SAB shall be a current member of the board of mayor and aldermen.
- (2) The members shall meet all requirements of the Franklin Municipal Code. All members shall serve until their successor is appointed. In the event of a vacancy, the mayor shall appoint a member to fill the unexpired term subject to approval by the board of mayor and aldermen. The SAB shall select its own chair and vice chair. All officers shall serve for terms of two years.

Sec. 23-303. - General duties of the SAB.

In addition to any other duty or responsibility otherwise conferred upon the SAB by this title, the SAB shall have the duty and power as follows:

- (1) To recommend from time to time to the board of mayor and aldermen that it amend or modify the provisions of this title;
- (2) To hold hearings upon appeals from orders or actions of the city engineer, or his designees, as may be provided under any provision of this title relating to stormwater;
- (3) To hold hearings relating to the suspension, revocation, or modification of a stormwater management and/or grading permit and issue appropriate orders relating thereto;
- (4) To hold hearings relating to an appeal from a user concerning the accuracy of any fees imposed upon a stormwater management system user;
- (5) To hold such other hearings as may be required in the administration of this title and to make such determinations and issue such orders as may be necessary to effectuate the purposes of this title;
- (6) To request assistance from any officer, agent, or employee of the city or the Franklin Municipal Planning Commission and to obtain such information or other assistance as the SAB might need;
- (7) The SAB acting through its chair shall have the power to issue subpoenas requiring attendance and testimony of witnesses and the production of documentary evidence relevant to any matter properly heard by the SAB; and
- (8) The chair, vice chair or chair pro tem shall be authorized to administer oaths to those persons giving testimony before the SAB.

Sec. 23-304. - Variances.

- (1) The SAB may grant a variance from the requirements in this title, provided to do so would not result in the violation of any state or federal law or regulation and if exceptional circumstances applicable to the site exist such that strict adherence to the provisions of this title will result in unnecessary hardship and will not result in a condition contrary to the intent of the title.
- (2) The appellant shall submit a written request containing specific justifications, and any other information necessary to the city engineer for the variance request. The city engineer shall conduct a review of the request for a variance within 25 working days after receipt and may either support the petition or may object to the petition. The city engineer may require additional information or an independent third party study or design analysis. If the city engineer objects to the variance, the reasons therefore shall be stated. If the petition for variance is supported by the city engineer no action shall be required by the SAB. Petitions for variances that are objected to by the city engineer shall be heard by the SAB. Once the city engineer's review is complete or the 25 working days for review have expired, the petition shall be subject to SAB action at the next regularly scheduled meeting or at a special meeting called at the discretion of the chair if needed.

- (3) Variance requests shall be reviewed by the city engineer and/or SAB and may be granted using the following criteria:
- (a) Those projects or activities where it can be demonstrated that strict compliance with the ordinance would result in practical difficulty. Each of the following criteria must be satisfied to show practical difficulty:
 - i. The problem is not self-created.
 - ii. The situation of the landowner is due to the unique conditions of the property. A unique condition is a condition that is peculiar to the subject property that relates to a physical aspect of the subject property.
 - iii. Compliance with the strict letter of the restrictions governing physical requirements such as lot area, setbacks, and lot coverage unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
 - (b) Those projects or activities serving a public need where no feasible alternative is available.
 - (c) The repair and maintenance of public improvements where avoidance and minimization of adverse impacts to water resources have been addressed.
 - (d) Other considerations, such as:
 - i. The proximity of the facility to a waterfront location, in the case of a functionally dependent facility.
 - ii. The relationship of the proposed use to the Franklin Zoning Ordinance, comprehensive land use plan, and master drainage plans for that area.
 - iii. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - iv. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
 - v. Whether issuance of a variance is the minimum necessary so as not to destroy the character and design of a historic building or feature.
 - (e) In approving a variance, the city engineer and/or SAB may impose conditions on the approval. The conditions shall be identified in the variance approval.
 - (f) The decisions of the SAB shall be final and conclusive.
- (4) Effect of a variance. The issuance of a variance shall authorize only the particular variation that is approved. A variance, including any conditions, shall run with the land and shall not be affected by a change in ownership.
- (5) Subsequent development. Development authorized by the variance shall not be carried out until the applicant has secured all other approvals required by this title or any other applicable local, state or federal law or regulation. A variance shall not ensure that the development feature approved as a variance shall receive subsequent approval for other applications for development approval unless the relevant and applicable portions of this title's other applicable provisions are met.
- (6) Time limit. Unless otherwise specified in the variance, an application for a stormwater and/or grading permit shall be applied for and approved within one year of the date of the variance approval; the city engineer shall have the authority to extend this time limit for one year as long as significant changes have not occurred in site design or water quality impacts. Following the expiration of these dates the variance shall become invalid. Permitted time frames do not change with successive owners.

Sec. 23-305. - Meetings; quorum.

- (1) The SAB shall hold regular monthly meetings as needed, but no less than twice per calendar year, and such special meetings as the SAB may find necessary.
- (2) Four members of the SAB shall constitute a quorum. A concurring vote of a majority of the voting members present shall be necessary to deny or grant any appeal or variance.
- (3) The SAB meetings, deliberations, and records shall be open to the public. The SAB may elect to provide for public comment on relevant issues.

Sec. 23-306. - Hearing procedure; judicial review.

- (1) *When to be held.* The SAB shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this title or regulations.
- (2) *Record of hearing.* At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The SAB shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the SAB shall have the right to have such hearing recorded stenographically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the SAB by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the SAB with the original of the transcript so that it may be certified to court.
- (3) *Subpoenas.* The chair may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chair at least ten days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chair, the same shall be delivered to the chief of police for service by any police officer of the city, if the witness resides within the city. If the witness does not reside in the city, the chair shall issue a written request that the witness attend the hearing.
- (4) *Hearing procedure.* The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by witnesses that the SAB may desire to call. Rebuttal witnesses shall be called in the same order. The chair shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be necessary or advisable to facilitate an orderly hearing subject to approval of the SAB. The SAB, the city engineer, or his designee, and all parties shall have the right to examine the witness. The SAB shall not be bound by or limited to rules of evidence applicable to legal procedures.
- (5) *Appeal to city engineer's order.* Any person aggrieved by any order or determination of the city engineer may appeal said order or determination to the SAB and have such order or determination reviewed by the SAB under the provisions of this title. The appellant shall have 30 days to petition the SAB in order to appeal the city engineer's decision. A written notice of appeal shall be filed with the city engineer, and such notice shall set forth with particularity the action or inaction of the city engineer complained of and the relief sought by the person filing said appeal. A payment of \$750.00 shall accompany this appeal, and the payment shall cover the cost of court reporters, transcripts, plan reviews and other administrative costs associated with the appeal, and may be refunded to the appellant by the SAB in the event the decision of the city engineer is overturned. A special meeting of the SAB may be called by the chair upon the filing of such appeal, and the SAB may in its discretion suspend the operation of the order or determination of the city engineer until such time as the SAB has acted upon the appeal.
- (6) *Absence of chair.* The vice-chair or the chair pro tem shall possess all the authority delegated to the chair by this section when action in his/her absence or in his/her stead is required.
- (7) *Review of SAB's decision.* Any person aggrieved by any final order of determination of the SAB hereunder shall have judicial review by common law writ of certiorari.

SECTION II. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ERIC S. STUCKEY
City Administrator/Recorder

BY: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING:

PUBLIC HEARING:

PASSED SECOND READING:

Approved as to Form;

Shauna R. Billingsley, City Attorney

ORDINANCE 2017-42

AN ORDINANCE TO AMEND APPENDIX A, CHAPTER 23 OF THE FRANKLIN MUNICIPAL CODE RELATIVE TO THE STATE OF TENNESSEE'S NOTICE OF COVERAGE PERMIT FEES FOR CONSTRUCTION SITES

WHEREAS, the City of Franklin's stormwater program meets the minimum standards of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, The State of Tennessee has approved the City to participate as a Qualified Local Program allowing the City to administer the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, due to the cost of materials and labor, it is necessary to set fees for the City of Franklin, Tennessee, to be reimbursed for these costs.

NOW THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, That APPENDIX A, Chapter 23 of the Franklin Municipal Code is hereby amended to read as follows:

Construction General Permit – Application Fee	
Project equal to or greater than 150 acres	\$10,000
Project equal to or greater than 50 acres and less than 150 acres	\$6,000
Project equal to or greater than 20 acres and less than 50 acres	\$3,000
Project equal to or greater than 5 acres and less than 20 acres	\$1,000
Project equal to or greater than 1 acres and less than 5 acres	\$250
Seeking subsequent coverage under an actively covered larger common plan of development or sale	\$100

SECTION II. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey

City Administrator/Recorder

PASSED FIRST READING:

PUBLIC HEARING:

PASSED SECOND READING:

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney