



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, July 14, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0610](#) *Consideration of Date Change to November 21, 2015 for Viva la Diva 5K sponsored by Fifty Forward (07/14/15 WS).

Sponsors: Deb Faulkner
Attachments: [Viva la Diva 2015 App NEW DATE.pdf](#)
2. [15-0491](#) Consideration of Liquor License Renewal for Holiday Wine and Liquors, (Jigisha S. Patel , Managing Agent) 108 N. Royal Oaks Blvd, Franklin, TN 37064 (07/14/15 ws).

Sponsors: Lanaii Benne
Attachments: [2015 Certificate Jigesha Patel.doc](#)
3. [15-0593](#) *Consideration Of A Contract With Physio-Control, Inc. Of Redmond, Washington In The Total Amount Of \$29,515.95 For The Sole-Source Purchase Of One (1) Lifepak 15 Cardiac Monitor / Defibrillator (\$30,000.00 Budgeted In 130-83530-42200 For Fiscal Year 2015; Not Currently Budgeted In Fiscal Year 2016; Contract No. 2015-0093) (07/14/15 WS)

Sponsors: Rocky Garzarek and Todd Horton
Attachments: [2015-0093 - Physio Control LifePak 15 Quote 2015.06.24.1436](#)
4. [15-0592](#) *Consideration of Contract 2015-0153 with FEMA/TEMA for a Flood Mitigation Assistance Program Grant to Acquire and Demolish a Repetitive Loss Flood Property. (07/14/15 WS)

Sponsors: Chris Bridgewater and Building and Neighborhood Services (BNS)
Attachments: [Contract 2015-0153 Flood Mitigation Assistance 154 Lancaster](#)
[154 Lancaster Drive](#)

5. [15-0607](#) *Consideration of Joint Funding Agreement for Water Resources Investigations with U.S. Geological Survey (COF Contract No. 2015-0181) (07/14/15 WS)
- Sponsors:** David Parker
- Attachments:** [Exhibit A Cost Breakdown.docx](#)
[COF 2015-0181 US Geological Survey Joint Funding Agreement.pdf](#)
[US Geological Survey Letter.pdf](#)
6. [15-0611](#) *Consideration of the Local Agency Project Agreement (COF Contract No. 2014-0289, TDOT Contract No. 140204, TDOT PIN 121454.00) with the Tennessee Department of Transportation for the Columbia Avenue (SR-6/US-31) Widening Project, from Mack Hatcher Parkway (SR-397) to Downs Boulevard (07/14/15 WS)
- Sponsors:** Engineering
- Attachments:** [COF 2014-0289 re Columbia Ave from Mack Hatcher to Downs TDOT Final.doc](#)
7. [15-0613](#) *Consideration of Resolution 2015-39, a Resolution Awarding the FY2016 On-Call Annual Contract for Called Bonds (COF Contract No. 2015-0080) to Tennessee Valley Paving Company with a Bid Amount of \$141,165.00 (07/14/15 WS).
- Sponsors:** Engineering
- Attachments:** [Resolution2015-39_FY2016_CalledBonds.pdf](#)
8. [15-0615](#) *Consideration of Resolution 2015-40, a Resolution Awarding the FY2016 On-Call Annual Contract for Concrete Curb and Sidewalk Repairs (COF Contract No. 2015-0081) to M.A.Y. Construction, Inc. with a Bid Amount of \$1,283.25 (07/14/15 WS)
- Sponsors:** Engineering
- Attachments:** [Resolution2015-40_FY2016_ConcreteCurbSidewalk.pdf](#)
9. [15-0617](#) *Consideration of Resolution 2015-41, a Resolution Awarding the FY2016 On-Call Annual Contract for Roadway Repairs and Resurfacing (COF Contract No. 2015-0083) to Tennessee Valley Paving Company with a Bid Amount of \$24,034.85 (07/14/15 WS)
- Sponsors:** Engineering
- Attachments:** [Resolution2015-41_FY2016_RoadwayRepairsResurfacing.pdf](#)
10. [15-0619](#) *Consideration of Resolution 2015-42, a Resolution Awarding the FY2016 On-Call Annual Contract for Stormwater and Drainage Improvements (COF Contract No. 2015-0084) to Sessions Paving Company with a Bid Amount of \$229,481.00 (07/14/15 WS)
- Sponsors:** Engineering
- Attachments:** [Resolution2015-42_FY2016_StormwaterDrainageImprovements.pdf](#)

11. [15-0621](#) *Consideration of Resolution 2015-43, a Resolution Awarding the FY2016 On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs (COF Contract No. 2015-0085) to S&W Contracting Company, Inc. with a Bid Amount of \$80,981.80 (07/14/15 WS).
- Sponsors:** Engineering
- Attachments:** [Resolution2015-43_FY2016_TrafficSignalInterstateLightingModificationsRepair](#)
12. [15-0556](#) *PUBLIC HEARING: Consideration to Initiate the Annexation Process for 1845 Carters Creek Pike. (07/14/15 WS)
- Sponsors:** Vernon Gerth and Brad Baumgartner
- Attachments:** [Resolution 2015-23 1845 Carters Creek POS.doc](#)
[1845 Carters Creek Pike BOMA worksession map.pdf](#)
[Carters Creek Pike - Schaefer Equestrian Park 051115.pdf](#)
[Camille Schaefer - 4-10-15.pdf](#)
13. [15-0626](#) *Consideration of Modification to the Police Department Organization Chart to Upgrade Two Police Sworn Positions (07/14/15 WS).
- Sponsors:** Deb Faulkner
- Attachments:** [Org. Chart 7.15.docx](#)
14. [15-0624](#) Presentation of Draft Parkland Dedication Ordinance.
- Sponsors:** Eric Stuckey, Vernon Gerth and Lisa Clayton
- Attachments:** [07-14-15 WS Parkland Dedication powerpoint.PDF](#)
[Franklin Parkland Ord. Draft 6 26 15 safvjg.pdf](#)
15. [15-0552](#) Consideration of Resolution 2015-37, a Resolution to Adopt the Estimate of Revenues and Expenditures for the Water and Sanitary Sewer Utility Fund for Fiscal Year 2015-2016 & Fiscal Year 2016-2017 (07/14/15 WS)
- Sponsors:** Mark Hilty
- Attachments:** [Resolution adopting Water Budget for FY16](#)
[FY2016 Water Management Budget proposed 7.9.15](#)
[WMD Budget Presentation2 - Amended 08112015](#)
- Legislative History**
- | | | |
|--------|----------------------------|------------------------------|
| 7/9/15 | Budget & Finance Committee | referred to the Work Session |
|--------|----------------------------|------------------------------|

16. [15-0560](#) Continued Discussion and Update on Alternatives for the Second Vehicular Entrance/Exit to the Stream Valley Subdivision (Continued from 06/23/15 WS).

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [stream valley map.pdf](#)
[Contract 2012-0143 STREAM VALLEY Original 10-2012.pdf](#)
[Contract 2012-0143 STREAM VALLEY Amendment 1-2014.pdf](#)

Legislative History

6/23/15 Work Session acknowledged

Other Business

Adjournment

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



Established in 1956, FiftyForward enriches the lives of adults 50+ by providing pathways to health, well-being and lifelong learning.

FiftyForward Headquarters

174 Rains Avenue
Nashville, TN 37203
(615) 743-3400 Phone
(615) 743-3480 Fax

CONNECT WITH US

fiftyforward.org
facebook.com/FiftyForward
[@FiftyForward](https://twitter.com/FiftyForward)
Forward Focus

FiftyForward Locations

Davidson County

Bordeaux
Donelson Station
Knowles
Madison Station
J. L. Turner

Williamson County

College Grove
Martin Center

FiftyForward Volunteer Programs

Retired Senior Volunteer Program
(RSVP)
Friends Learning in Pairs (FLIP)
Foster Grandparents

FiftyForward Living at Home Services

Adult Day Services
Care Management
Care Team
Conservatorship
Meals on Wheels
Victory Over Crime

FiftyForward Endowment

FiftyForward Travel

The Larry Keeton Theatre (Senior Center for the Arts)

FiftyForward Signature Events

Crown Affair
Hats Off to Bordeaux!
Martin Masters
Meals on Wheels Golf Tournament
Music and Memories
Whistlestop
Viva la Diva

June 30, 2015

Franklin City Hall

ATTN: The Franklin Board of Mayor and Alderman

109 3rd Avenue South

Franklin, TN 37064

To BOMA:

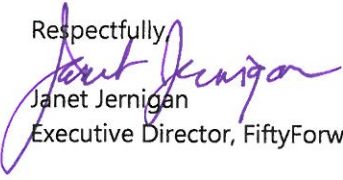
FiftyForward requests the review of a new event date for the agency's 5K/10K Viva la Diva race previously approved by the City for Saturday, November 14, 2015. In light of the reasons listed below it is our hope that the city approves the new requested event date of Saturday, November 21, 2015:

1. While it is known that races are continuing to pop up each weekend and that there is competition on any given weekend we discovered that the Nashville Marathon and Half Marathon also has a 5K race portion to their event scheduled for November 14, 2015. This event attracts thousands of runners and while the event occurs in Davidson County it would still impact our registration numbers and outreach to running clubs.
2. Course safety and logistics are a priority for any race—especially with the demographic we serve and the attendees we attract to the Viva la Diva event. In order to provide the utmost safety for our race participants the agency is contracting with a well-known and respected race management company to provide some course and logistic services. The company was booked for another event on the pre-approved date but are available on November 21, 2015.
3. Last year, the nonprofit agency Girls on The Run participated in our 5K as their end of season running event. This truly made the race a wonderful intergenerational experience and inspired both the young girls and older runners. The Girls on the Run have a set program timeline they must adhere to each season. The pre-approved November 14 date would cut their season short. However, with the extra week they would be able to participate on November 21, 2015.

While we are aware of the Hills and Hollers event in Thompson Station on November 21 we do not anticipate any competition with the event.

For these reasons, FiftyForward respectfully requests your review of the following application for November 21, 2015.

Respectfully,


Janet Jernigan
Executive Director, FiftyForward


Anna Claire Hoffman
Executive Leadership Team/ Race Director

OFFICE USE ONLY:

Permit No: _____



CITY OF FRANKLIN EVENT PERMIT APPLICATION

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☐ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

☐ Aspen Grove Park

☐ Liberty Park

☐ Eastern Flank BattleField Park

☐ Fieldstone Farms

☐ Pinkerton Park

☐ Jim Warren Park

☐ Harlinsdale Farm

Other: See Attachment "A"

2) Name/purpose of event: Viva la Diva Run

3) Date or dates of event: Saturday, November 21, 2015

4) Time of Event: 8:00am – 10:30am

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: 11/21 5:30am – 7:00a Tear-down Date/Time: 11/21 11:00am – 1:00pm

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Anna Claire Hoffman on behalf of FiftyForward

a) Address: 174 Rains Ave. Nashville, TN 37203

b) Phone: 615-743-3402

c) Cell: 615-305-6624

d) Fax: 615-743-3480

e) E-mail address: achoffman@fiftyforward.org

7) Person in charge on day of event: Anna Claire Hoffman

Cell: 615-305-6624

E-mail address: achoffman@fiftyforward.org



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Janet Jernigan Cell: 615-218-9897 E-mail address: jjernigan@fiftyforward.org

Name: Pam Brown Cell: 615-878-0392 E-mail address: pbrown@fiftyforward.org

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

Please see attachment "B"

10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the City's GIS division. Please see attachment "C"***

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

Estimated participants: 1,200 ; Volunteers: 150; Spectators: 200

12) Please **attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee. **Please see attachment "D"**

13) Is your organization based in Williamson County? Circle Yes or ☒ No

(if no, please state where: Nashville – with services in Williamson County – Attachment "E")

14) Is your organization authorized to do business in Tennessee? Circle ☒ Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle ☒ Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If ☒ yes, please specify how much per person/vendor. Yes – see attachment "B"

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle ☒ Yes or No.

18) Is this event a fundraiser? Circle ☒ Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? FiftyForward 100%

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle ☒ Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Announcements, Awards presentation, Entertainment – all sound will be on Nissan property.

- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
DJ, Band, Event Emcee

- 23) During what time period is sound amplification requested? *6:30 am – 11:30am*

- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). *tbd*

- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
Please see attachment "C" for location of tents and stage.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. To be determined.
- 27) Will food, beverages, or merchandise be sold or given away? Circle ☒ Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Volunteers will be responsible for clean-up under the supervision of Volunteer Coordinator, Robin Johnson 615-210-4557 (mobile)

- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or ☐ No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or ☐ No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle ☐ yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information. See attached.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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

BY: John J. Jorgensen, Executive Director Date: 6/30/15

 (Signature and title – must be
 officer of organization) *****

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

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

VIVA LA DIVAS NEW 5K, FRANKLIN, TN

After start in the front visitor's parking lot of Nissan North America Headquarter, continue via the Exit Drive. Turn left onto the left lane of southbound Carothers Pkwy. Turn left on Nissan Parking Garage Road and circle the perimeter. Turn right onto the right southbound lane of Carothers Parkway, then right onto the bicycle lane of East McEwen Drive. Turn right at the I-65 entrance ramp, then immediately right onto Liberty Road. Turn right on Crescent Centre Drive, then right onto the right southbound lane of Carothers Pkwy. Turn right at Nissan entrance, then immediately left onto the Exit Drive to the finish.

Map URL: <https://www.runningahead.com/maps/7bc176747804485fa9f20ddec423923?unit=mi>

Start: On Nissan Visitors Parking Lot, in line with tree at the end of Entrance Drive.

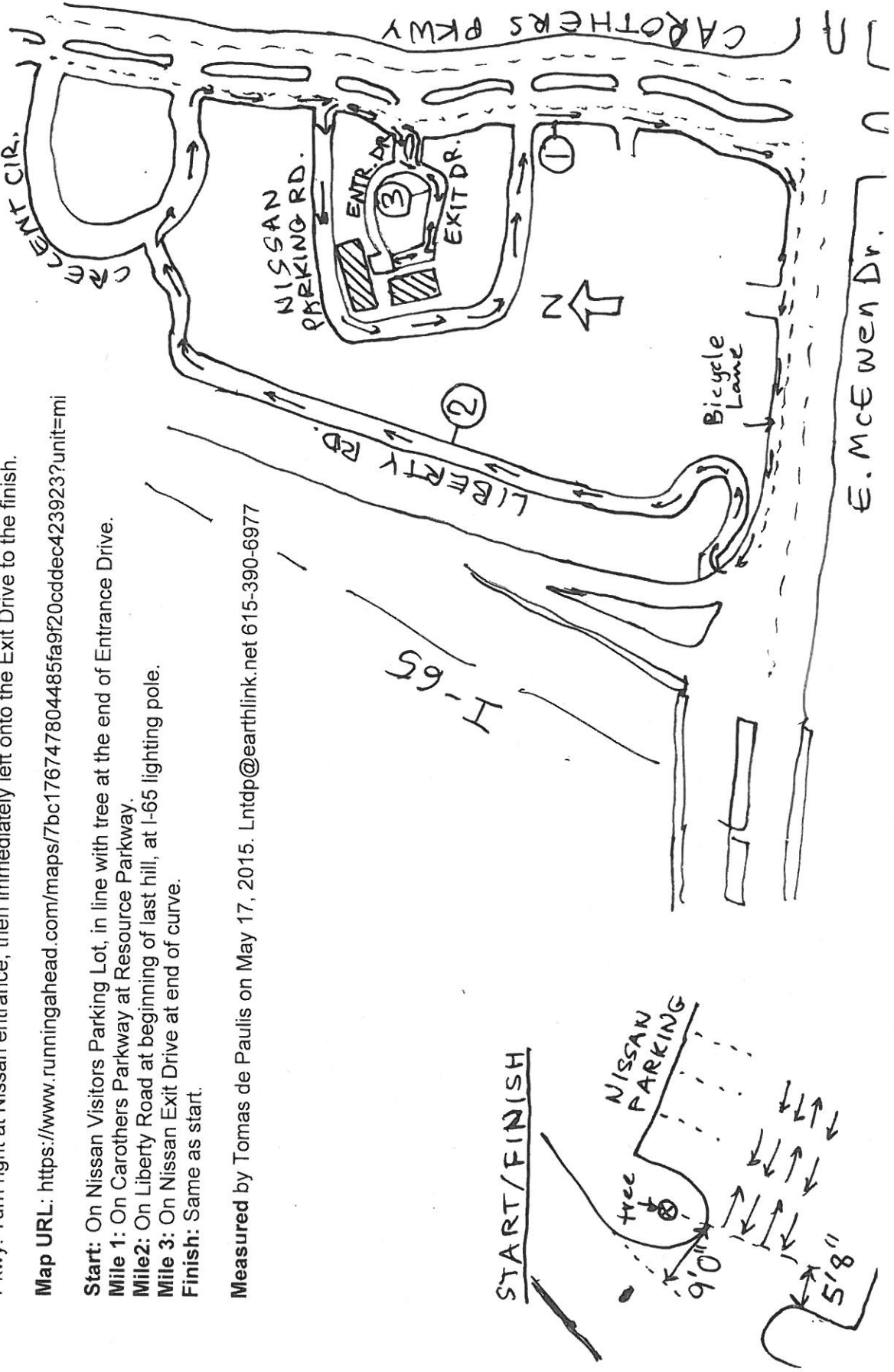
Mile 1: On Carothers Parkway at Resource Parkway.

Mile 2: On Liberty Road at beginning of last hill, at I-65 lighting pole.

Mile 3: On Nissan Exit Drive at end of curve.

Finish: Same as start.

Measured by Tomas de Paulis on May 17, 2015. Lntdp@earthlink.net 615-390-6977



VIVA LA DIVA NEW 10K, FRANKLIN, TN

After start in the front visitor's parking lot of Nissan North America Headquarter, continue via the Exit Drive. Turn left onto the right lane of northbound lane of Carothers Pkwy. Turn right into the parking lot of Healthways Inc, then right onto the right eastbound lane of Cool Springs Blvd. Turn right on Carronbridge Way, then right on Waterbury Circle. Turn right on Autumn Lake Trail, continue the loop, then right back on Waterbury Circle. Turn right on Canton Stone Drive, then left on Brickston Street. Turn right on Waterbury Circle, then veer right on Carronbridge Way. Turn right onto the right eastbound lane of Cool Springs Blvd, then right onto the bicycle lane of East McEwen Drive. Turn right at the I-65 entrance ramp, then immediately right onto Liberty Road. Turn left on Crescent Centre Drive, then right onto the right southbound lane of Carothers Pkwy. Turn right at Nissan entrance, then immediately left onto the Exit Drive to the finish.

START/FINISH

Map URL: <https://www.runningahead.com/maps/fdb1394b1b0b451aa76e42ba9f7ae4e5?unit=mi>

Start: On Nissan Visitors Parking Lot, in line with tree at the end of Entrance Drive.

Mile 1: On Cool Springs Boulevard at the end of 2nd median tree grove past Billingsby Court.

Mile 2: On Canton Stone Drive at # 314.

Mile 3: On Cool Springs Boulevard 20 yards past Avalon subdivision entrance.

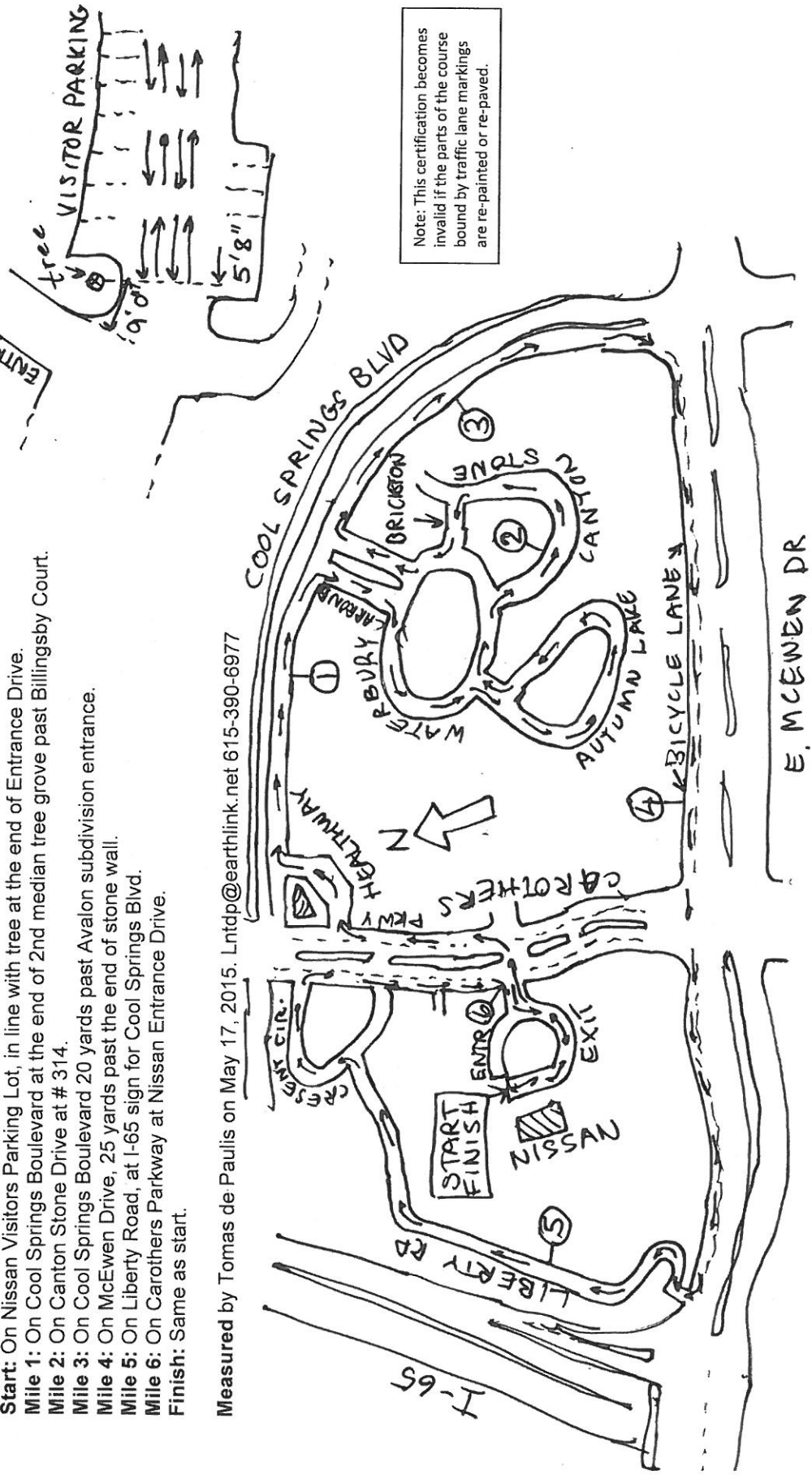
Mile 4: On McEwen Drive, 25 yards past the end of stone wall.

Mile 5: On Liberty Road, at I-65 sign for Cool Springs Blvd.

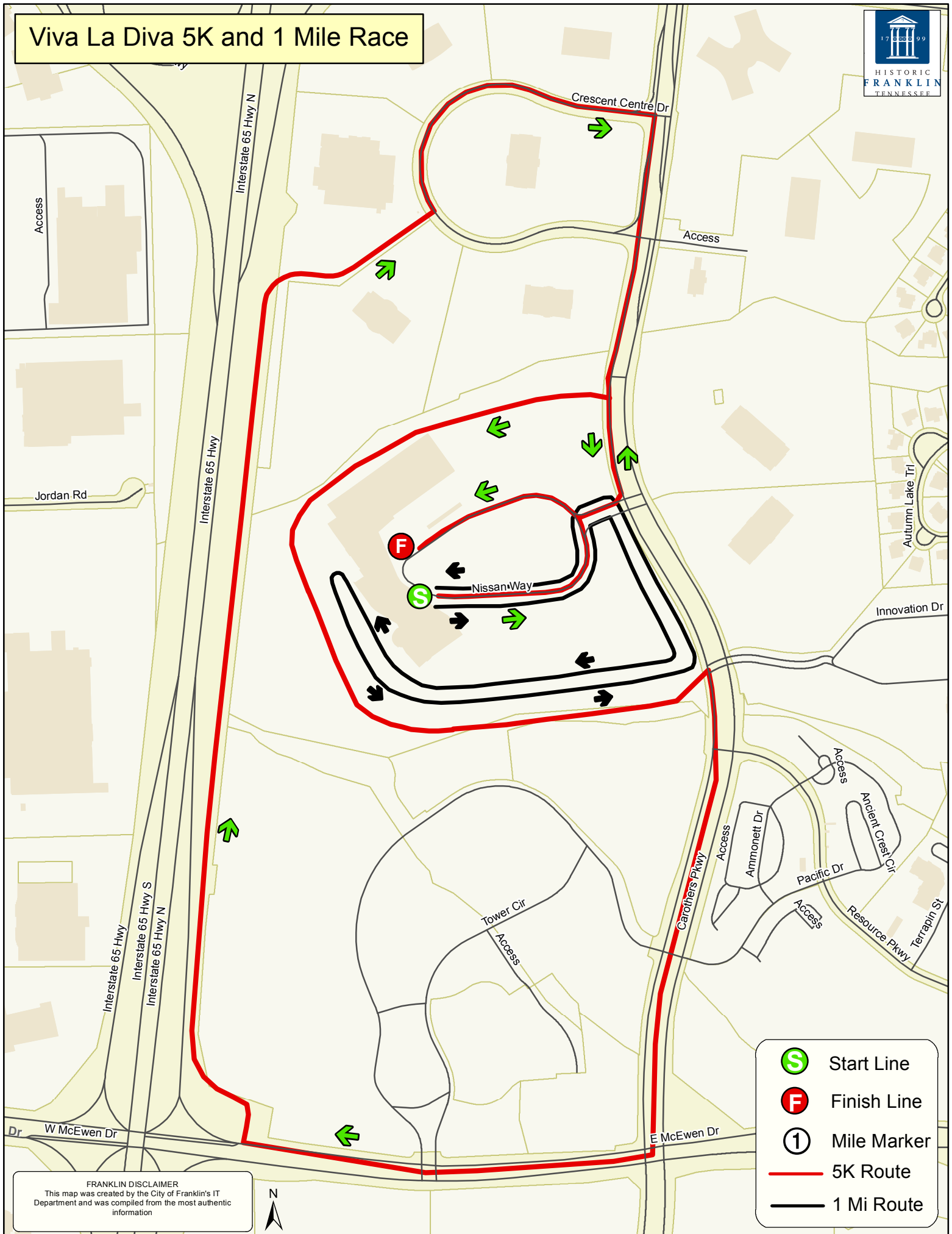
Mile 6: On Carothers Parkway at Nissan Entrance Drive.

Finish: Same as start.

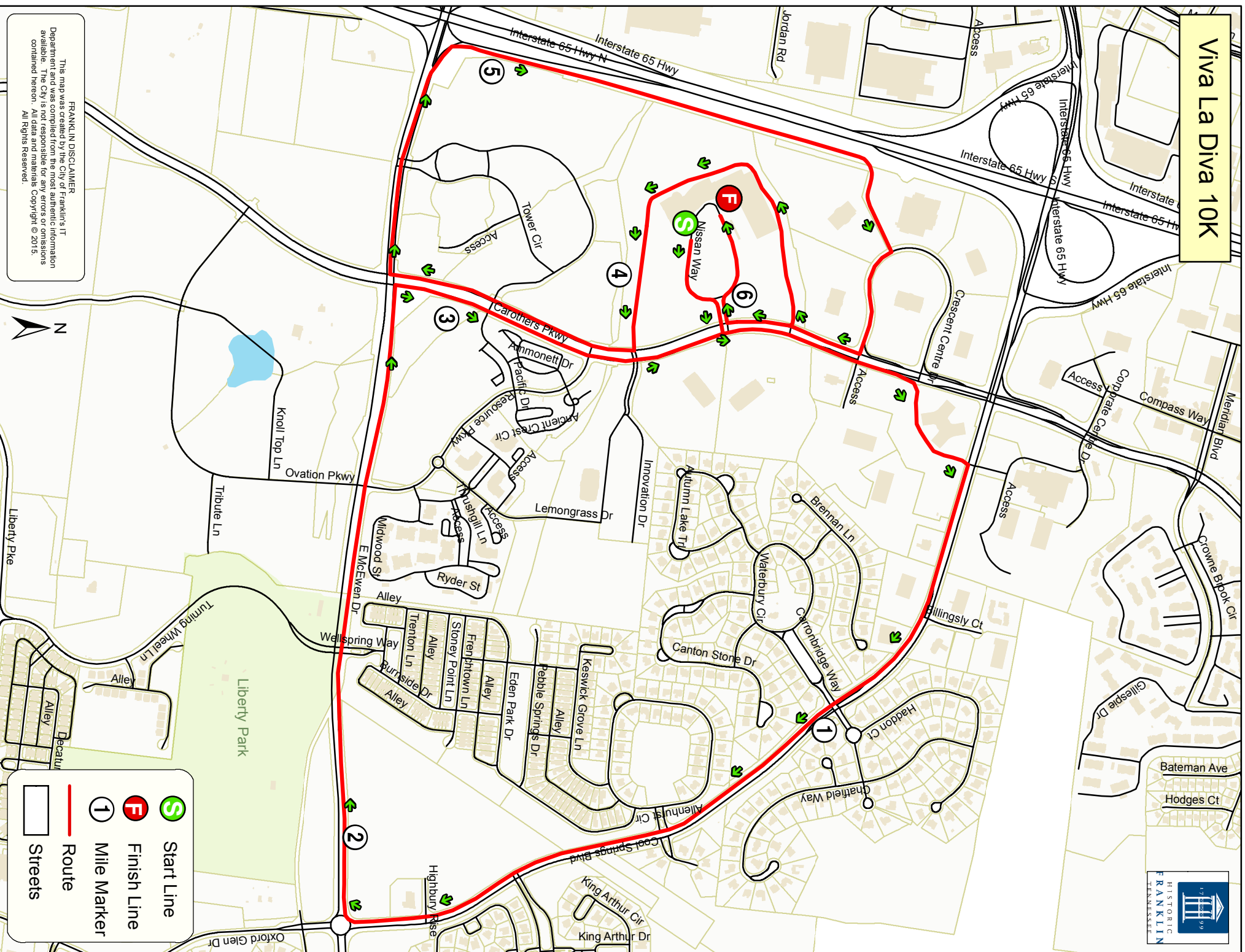
Measured by Tomas de Paulis on May 17, 2015. Lntdp@earthlink.net 615-390-6977



Viva La Diva 5K and 1 Mile Race



Viva La Diva 10K



Viva la Diva Run – City of Franklin Event Application

Attachment B:

9.) Detailed description of the event:

Saturday, November 21, 2015 will be the 5th annual Viva la Diva Run for Diva's and Dude's in the Cool Springs area of Franklin, Tennessee. This race is presented by FiftyForward as an event to promote and benefit health, wellness and safety programs for older adults. It is one of five (5) events (Girls on the Run, Girls Tri it On, Team Belladium Cycling Event, Susan G. Komen Race for the Cure and Viva la Diva) marketed in the Making a Move series to promote health and wellness in Middle Tennessee.

It is the intention of FiftyForward that Viva la Diva benefits the residents and businesses of Franklin and Williamson County. It is an integral part of Nissan's employee health and wellness program with a large number of employees participating as volunteers and/or race participants.

In 2014, more than 1,200 participants registered to run/walk the certified 5K or 10K courses. Participants, spectators, volunteers and sponsors enjoyed entertainment and appearances by local officials on the Nissan campus. Team Magic will provide race management services and Williamson Medical Center will provide medical services.

Proposed changes for the 2015 Viva la Diva Run:

- **Eliminate one loop on the 10K course that caused congestion in 2014.**

16) Participation Fees:

Event	Fee by 10/1	10/1 – 11/18	Race Day
5K	\$30.00	\$35.00	\$40.00
10K	\$35.00	\$40.00	\$45.00
5K&10K	\$40.00	\$45.00	\$50.00

ATTACHMENT C – DETAILED MAP OF EVENT SITE



Viva la Diva 2015 Steering Committee Roster

Anna Claire Hoffman, Co-Race Director

174 Rains Ave.
Nashville, TN 37203
achoffman@fiftyforward.org
615-743-3402

Beth McCaskill, Co-Race Director

150 Third Avenue South, Suite 2800
Nashville, TN 37201
615-259-6502 phone • 615-742-6293 fax
BMcCaskill@bassberry.com

Janet Jernigan, Executive Director

174 Rains Ave.
Nashville, TN 37203
jjernigan@fiftyforward.org
615-743-3404

Robin Johnson, Volunteer Coordinator

174 Rains Ave.
Nashville, TN 37203
rjohnson@fiftyforward.org
615-743-3424

Linda Smith, Registration Coordinator

174 Rains Ave.
Nashville, TN 37203
lsmith@fiftyforward.org
615-743-3412

Betsey Hoskins, Nissan

One Nissan Way
Franklin, TN 37067
Betsey.hoskins@nissan-usa.com
615-725-5022

Pam Brown, Sponsorships

Development Director
615-743-3434
pbrown@fiftyforward.org

Misa Acox, Website/Marketing

615-743-3430
macox@fiftyforward.org

Susan Sizemore, Marketing/PR

615-743-3411
ssizemore@fiftyforward.org

Laura Tidwell, Committee Volunteer

lstidwell@nespower.com

Caroline Butler, Committee Volunteer

csbutler@comcast.net

FiftyForward Events Coordinator

Elizabeth Ralph or Alice Whitson

Vicki Smith, Primary Nissan Contact

Senior Manager, Nissan
Vicki.smith@nissan-usa.com

Faye Yates, Race Chip Timing

President, Team Magic
2315 Eugenia Ave.
Nashville, TN 37211
faye@team-magic.com

Gail Sonia, Race Consultant

4038 Clovercroft Rd.
Franklin, TN 37067
gailsonia@gmail.com
615-397-0978

Attachment E:

13.) Is your organization based in Williamson County?

FiftyForward, formerly Senior Citizens, Inc., is a private, nonprofit organization with the mission of enriching the lives of adults 50+ by providing opportunities for health, well being and lifelong learning. The organization operates seven lifelong learning centers across Davidson and Williamson County. While the corporate office is based in Nashville, Davidson County the agency serves the residents of Williamson County through two centers—FiftyForward Martin Center located off of Concord Road and FiftyForward College Grove off of Horton Highway—in addition to a number of varying programs and services offered outside of the centers.

Services provided to Franklin residents include:

- In-home care management services for frail, low income, homebound older adults through our Living at Home Program. Approximately, 40 individuals benefit from these services annually.
- Social, recreational, educational, health/wellness and volunteer activities, classes and events are implemented for active older adults at the FiftyForward Martin Center and FiftyForward College Grove centers. In 2014, the two centers served more than 2,200 Williamson County and Franklin city residents. Additionally, several hundred other Williamson County residents of all ages participate in the agency's community events. Some signature events include Martin Music and Memories at the Franklin Theatre, Martin Masters Art Show at the FiftyForward Martin Center and the Viva la Diva Race at Nissan America's Headquarters.
- FiftyForward's Retired Senior Volunteer Program (RSVP) members regularly provide volunteer service within Williamson County thru our popular Friends Learning in Pairs (FLIP) program. FLIP serves four elementary schools in FSSD and eight schools within the Williamson County school system. In 2014, 268 Williamson County students received assistance from the program. This intergenerational tutoring program serves students (K – 4th grade) who are struggling with basic reading and arithmetic skills through weekly one-on-one guidance and mentoring during the school day.

Viva la Diva Run – City of Franklin Race Application

Good Neighbor Letter Contact List 2015

- Businesses along Carothers (Quail Hollow to Cool Springs Boulevard)
- Business along Carothers (Liberty Pike to Quail Hollow)
- Businesses along Cool Springs Blvd. (Carothers to McEwen)
- Neighborhoods on Cool Springs Boulevard:
 - Carronbridge Subdivision
 - The Enclave of Carronbridge
 - Ashton Park
 - Avalon
- Neighborhoods on McEwen Dr.
 - The Venue of Cool Springs

Neighborhood Associations of the above have been very helpful in getting the word out about Viva la Diva by sending out email notification to residents along with our Good Neighbor letter.

Lane closure signs are posted along the route approximately 7 days prior to race day.



November 9, 2015

Dear Resident;

The 5th Annual Viva la Diva Run will take place on Saturday, November 21, 2015 from approximately 8:00am – 10:30am. Viva la Diva is an event to benefit FiftyForward programs that support the health, wellness and safety of women, men, girls and boys of all ages.

A 5k race will start at 8:00am and a 10k race at 9:00am at the Nissan Headquarters on Carothers Parkway. Participants may run or walk one or both races. Portions of Cool Springs Boulevard, McEwen Drive, and Carothers Parkway will experience temporary lane closures under the direction of course monitors and the Franklin Police Department. If your road is impacted, it should be only for a short period of time, and we have taken every precaution to keep any traffic issues to a minimum. All roads will be open by 10:30am.

Impact to Cool Springs Blvd. (between Carothers & McEwen Dr.)
Runners will be using one lane from approximately 9:05 – 9:25am

Impact to McEwen Dr. (between Cool Springs Blvd. & Carothers)
Runners will be using one lane from approximately 9:10 – 9:40am)

We apologize for any inconvenience, and we sincerely appreciate your cooperation and support of this event. We hope you will join us by participating in Viva la Diva as a runner, walker or volunteer.

If you have any questions or concerns, please visit the Viva la Diva website at: www.vivaladivaron.org for event information and a detailed map of the race routes with anticipated road closure times.

Sincerely,

Anna Claire Hoffman, Race Manager
174 Rains Avenue
Nashville, TN 37203
615-743-3402

City Administrator's Office
City Hall
109 Third Ave. South
Franklin, TN 37065
615-791-3217



TENNESSEE DEPARTMENT OF REVENUE

Certificate of Exemption

SENIOR CITIZENS, INC.
174 RAINS AVE
NASHVILLE TN 37203-5319

June 7, 2011

Account Type: S&U EXEMPT

Account No.: 100149466

Under the provisions of T.C.A. Section 67-6-322, the organization named above is granted authority from the Tennessee Department of Revenue to make purchases, without payment of the Sales or Use Tax, of tangible personal property or taxable services to be used or consumed by the organization itself or to be given away.

The organization must furnish the suppliers of goods and services with a COPY of this exemption certificate. The lower portion of the certificate must be properly completed. The organization MUST retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of exemption. Later purchases do not require the submission of additional copies. Invoices must contain the name of the organization and the number given above.

This authority does not extend to purchases made by representatives of the organization when the items purchased or services rendered are paid for with personal funds. It does not extend to items purchased to be resold.

THE ORGANIZATION MUST NOTIFY THE DEPARTMENT IMMEDIATELY IF IT CEASES TO EXIST, MOVES, OR IN ANY WAY CHANGES THE ORGANIZATION FROM ITS PRESENT FORM.

EFFECTIVE DATE July 1, 2011

Richard H. Roberts
COMMISSIONER OF REVENUE

TO BE COMPLETED BY THE ORGANIZATION (please print)

TO: SUPPLIER'S NAME_____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

I _____ as an authorized representative of the organization named above affirm that the purchases made under this authority will be used and consumed by the organization or will be given away. I further affirm that the organization will not use this authority to purchase items for resale.

Under penalty of perjury, I affirm this to be a true and correct statement.

PRINT NAME OF ORGANIZATION : _____

PRINT NAME OF PURCHASER: _____

SIGNATURE OF PURCHASER: _____



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
[RENEWAL]**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant *Holiday Wine and Liquors* (Jigisha S. Patel), who has made application for a retailer's license to handle alcoholic beverages at 108 N. Royal Oaks Boulevard, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

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

This the 11th Day of August, 2015.

Dr. Ken Moore, Mayor



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To	Todd Horton FRANKLIN FD 109 3RD AVE S, STE 133 FRANKLIN, TN 37064 6157913270 toddh@franklintn.gov	Quote Number Revision # Created Date Sales Consultant FOB Terms NET Terms	00001640 1 5/28/2015 Clark Sewell (615) 403-1828 Redmond, WA All quotes subject to credit approval and the following terms and conditions NET 30
		Expiration Date	7/3/2015

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11140-000015	AC power cord	1.00	74.00	-11.10	62.90	62.90
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	189.00	-28.35	160.65	160.65
11141-000115	REDI-CHARGE Base (power cord not included)	1.00	1,400.00	-210.00	1,190.00	1,190.00
11160-000003	NIBP Cuff-Reusable, Child	1.00	24.00	-3.60	20.40	20.40
11160-000007	NIBP Cuff-Reusable, Lg Adult	1.00	33.00	-4.95	28.05	28.05
11160-000009	NIBP Cuff-Reusalbe X-tra Large Adult	1.00	48.00	-7.20	40.80	40.80
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-45.15	255.85	255.85
11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	1.00	301.00	-45.15	255.85	255.85
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	51.00	-7.65	43.35	43.35
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	74.00	-11.10	62.90	62.90
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	1.00	289.00	-43.35	245.65	245.65
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	432.00	-64.80	367.20	1,468.80
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000138. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	29,995.00	-4,499.25	25,495.75	25,495.75

Subtotal	USD 29,330.95
Estimated Tax	USD 0.00

Estimated Shipping & Handling

USD 185.00

Grand Total

USD 29,515.95

Pricing Summary Totals

List Price Total

USD 34,507.00

Total Contract Discounts Amount

USD 0.00

Total Discount

USD -5,176.05

Trade In Discounts

USD 0.00

Tax + S&H

USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 29,515.95

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

Ken Moore M.D.

NAME

Mayor

TITLE

DATE

Approved as to form by:

Attorney for City of Franklin, Tennessee

BV/12272501/7915

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

TERMS OF SALE

1. General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document, Quote# 1-271554314 attached hereto and Buyer's Standard Procurement Terms and Conditions attached hereto. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, specifically including Buyer's Standard Procurement Terms and Conditions attached hereto which constitute the complete agreement between the parties. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

2. Pricing

Unless otherwise indicated in this document, prices of goods and services are provided for in Quote# 1-271554314.

3. Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following payment terms: net 30 calendar days from date of accurate, proper, complete and itemized invoice.

4. Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

5. Delays

Delivery dates are approximate but deliveries shall be received and complete no later than 15 calendar days from the delivery date provided. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, war, civil unrest, terrorist acts, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

6. Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Buyer shall not pay for any products Buyer determines are defective or deficient and will return any defective or deficient products to Physio-Control, Inc. in accordance with Physio-Control Return Product Policy. Upon such a return, Buyer may elect for Physio-Control, Inc. to replace the defective or deficient product at no cost to Buyer or Buyer may elect to be refunded for the returned product.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT, BUT ONLY TO THE EXTENT PERMITTED BY TENNESSEE LAW, SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

7. Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

8. Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Tennessee, United States of America. d) The City of Franklin's Standard Procurement Terms and Conditions shall take precedence over these Terms of Sale or the attached Quote should a conflict between the terms arise.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.

2. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

3. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Physio-Control, Inc.

Attn: Purchasing Manager

Attn: Contracts

Re: City of Franklin Purchase Order No. PO-_____

109 Third Ave. South

1181 Willows Rd. NE

P.O. Box 305

P.O. Box 97023

Franklin, TN 37065-0305

Redmond, WA 98073-9723

FAX: 615/550-0079

FAX: 800/732-0956

E-mail: purchasing@franklintn.gov

E-mail: rs.physiocontracts-south@physio-control.com

4. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

5. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
6. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
7. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
8. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
9. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

10. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
11. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including reasonable court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of defects in products purchased under this agreement, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
12. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
13. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
14. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.
15. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

to terminate these Standard Procurement Terms and Conditions with thirty (30) day prior written notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.

- 16.** Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order with thirty (30) day prior written notice, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
- 17.** Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
- 18.** Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

**GOVERNMENTAL GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 07/19/2013	End Date 01/09/2017	Agency Tracking # 34101-36215	Edison ID		
Grantee Legal Entity Name CITY OF FRANKLIN			Edison Vendor ID 1552		
Subrecipient or Contractor ☒ Subrecipient ☐ Contractor		CFDA #97.029 Grantee's fiscal year end: 06/30			
Service Caption (one line only) FLOOD MITIGATION ASSISTANCE PROGRAM FEMA ID #FMA-PJ-04-2013-003, TID # 0376					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2015		242,325.00			242,325.00
TOTAL:		242,325.00			242,325.00
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection		This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Hazard Mitigation Program established by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance for mitigation of highly vulnerable areas for disasters. This grant increases the State and local effectiveness by mitigating and planning against future disasters. The Grants are open to all local governments, state agencies, Indian tribes, Alaska Native villages, and certain private non-profit organizations. This contract was awarded to a city government which follows the state and local procurement laws, federal government Office of Management and Budget (A-87, Principles for State, Local, and Indian Tribal Governments), and in accordance with the Code of Federal Regulations 44.13.36 for procurement.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)	Account Code (optional) 71302000				

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF FRANKLIN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Franklin, hereinafter referred to as the "Grantee," is for the provision of pass-through funding for the administration and completion of an approved Flood Mitigation Assistance Project FMA-PJ-04-TN-2013-003, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1552

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete the project outlined in section A.7. in conformity with the Grant Budget listed on Attachment 1. The project will be in accordance with the application received from the City of Franklin and approved by the Federal Emergency Management Agency (FEMA) and in compliance with the Hazard Mitigation Assistance Unified Guidance and 2 C.F.R. Part 200.
- A.3. The Grantee will adhere to The National Environmental Policy Act (NEPA), which stipulates that additions or amendments to any FEMA Hazard Mitigation Grantee Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.
- A.4. FEMA approval must be obtained before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:
 - a. For construction projects, the Grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" {2 CFR 200.308(g)}.
 - b. A change in the SOW must be approved by FEMA in advance, regardless of the budget implications; and
 - c. The Grantee must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.5. Grantee will be required to submit Quarterly Progress Reports on the 10th of the month following the end of the quarter. For January - March Quarter, report is due April 10th, for April - June, report is due July 10th, July - September, report is due October 10th and October - December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

- A.6. The Grantee shall comply with following environmental and historic preservation conditions associated with this project are as follows:

- a. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Grantee will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Grantee's contractor will provide immediate notice of such discoveries to the Grantee. The Grantee will notify the Tennessee Division of Archaeology (TDOA) and the Tennessee Emergency Management Agency (TEMA) within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with State Historical Preservation Office (SHPO), Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Tennessee Code, Section 11-6-107d. Any changes to the approved SOW will require submission to, and evaluation and approval by the State and FEMA, prior to initiation of any work for compliance with Section 106.
- b. Clean Air Act: Must provide copies and verification at closeout of any permits required for asbestos removal or demolition activities from the Tennessee Department of Environment and Conservation.
- c. Clean Water Act: If work would involve impacts to water of the United States including wetlands with deposition of dredged and/or fill material, please contact the local United States Army Corps of Engineers (USACE) Regulatory Branch for further review. Any permits must be obtained prior to construction activities and verification of compliance with permit conditions will be required at project closeout.
- d. Any change to the approved SOW will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- e. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- f. If ground disturbing activities occur during construction, Grantee will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State.
- g. Maintain documentation that demonstrates required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.
- h. Maintain documentation that demonstrates compliance with all environmental conditions.
- i. Upon completion of this project, a request that TEMA conduct a final inspection in order to document compliance with all international codes, local floodplain ordinances, and any other State or local regulations.

A.7. Mitigation Project Description:

Project Title: City of Franklin 2013 FMA Project
 FEMA ID FMA-PJ-04-TN-2013-003

Project Location: City of Franklin

Project Description: The purpose of this project is to acquire and demolish two existing structures on the identified parcels. The parcels will remain open space in

perpetuity. The removal of these structures will prevent water displacement onto adjacent properties by the building footprints. The properties are located at 154 Lancaster and 138 Old Liberty and are in close proximity to the Harpeth River, which is the main flooding source in the City of Franklin.

- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 19, 2013 ("Effective Date") and extend for a period of forty-two (42) months after the Effective Date, thereby ending on January 9, 2017 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two hundred forty-two thousand, three hundred twenty-five dollars and 00/100 (\$242,325.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Hazard Mitigation Division
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or

the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Doug Worden
State Hazard Mitigation Officer
3041 Sidco Drive
Nashville, TN 37204
dworden@tnema.org
Telephone #: (615) 741-1345
FAX #: (615) 242-4770

Donna E. Holden
Hazard Mitigation Financial Coordinator
3041 Sidco Drive
Nashville, TN 37204
dholden@tnema.org
Telephone #: (615) 532-9221
FAX #: (615) 242-4770

The Grantee:

Eric Stuckey, City Administrator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064
eric.stuckey@franklintn.gov
Telephone #: (615) 791-3217

Point of Contact:

Shanna McCoy, Floodplain Administrator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064
shanna.mccoy@franklintn.gov
Telephone #: (615) 550-6631
FAX #: (615) 591-9066

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at

any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of

any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
 - c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF FRANKLIN:

GRANTEE SIGNATURE

DATE

ERIC STUCKEY, CITY ADMINISTRATOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**MG TERRY M. HASTON, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT**

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
GRANTEE NAME: CITY OF FRANKLIN FLOOD MITIGATION ASSISTANCE PROGRAM FEMA ID FMA-PJ-04-TN-2013-003				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 07/19/2013		END: 01/09/2017		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	242,325.00	26,925.00	269,250.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	242,325.00	26,925.00	269,250.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Appraisal	675.00
Acquisition	225,000.00
Closing Cost/Legal Fees	2,250.00
Demolition	13,500.00
Project Management Fee	900.00
TOTAL	242,325.00

ATTACHMENT 2**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Franklin
Subrecipient's DUNS number	081460768
Federal Award Identification Number (FAIN)	EMA-2015-FM-E001
Federal award date	02/20/2015
CFDA number and name	97.029 Flood Mitigation Assistance
Grant contract's begin date	07/19/2013
Grant contract's end date	01/09/2017
Amount of federal funds obligated by this grant contract	242,325.00
Total amount of federal funds obligated to the subrecipient	242,325.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	242,325.00
Name of federal awarding agency	FEMA
Name and contact information for the federal awarding official	Federal Emergency Management Agency Ms. Jacky Bell, Chief Hazard Mitigation Assistance Branch FEMA Region IV 3003 Chamblee Tucker RD-Hollins Bldg. Atlanta, GA 30341
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

Harlinsdale

This property only
154 Lancaster Drive



150

146

142

138

134

130

126

122

122

118

114

231

12

100

108

10

Parsons Pl

Lancaster Dr

Virginia Ct

60

161

151

147

143

205

106

107

135

131

127

107

1510

Exhibit A

Cost Breakdown for Stream Gaging Stations

Joint Funding Agreement for

Water Resources Investigations

COF Contract No. 2015-0181

USGS Agreement No. 16ESN000000005

Data	City of Franklin	USGS Cooperative Funds	USGS Cooperative Program Totals	USGS NSIP funding	Credit (USACE gage)	Total
Harpeth at Hwy 96 (stage, discharge)	\$9,000.00	\$2,250.00	\$11,250.00	\$0.00	\$3,750.00	\$15,000.00
Harpeth at Hillsboro Rd (stage, discharge)	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00
Harpeth above Franklin intake (stage, discharge)	\$12,000.00	\$3,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
Harpeth above Franklin intake (temp, SC, DO)	\$12,800.00	\$3,200.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00
TOTALS	\$33,800.00	\$8,450.00	\$42,250.00	\$15,000.00	\$3,750.00	\$61,000.00

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

FOR

Water Resources Investigations

Customer #: 6000000494(TN022)
Agreement #: 16ESTN000000005
Project #: GC15ML00001NA00
TIN #: 62-6000290
Fixed Cost
Agreement YES

COF Contract No. 2015-0181

THIS AGREEMENT is entered into as of the, 1st day of October, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Franklin, Tennessee, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of three continuous streamflow gaging stations of the Harpeth near Franklin, TN herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$8,450.00	October 1, 2015		September 30, 2016
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$33,800.00	October 1, 2015		September 30, 2016
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$15,000.00

Description of the USGS regional/national program:
National Streamflow Information Program (NSIP)
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey		City of Franklin	
United States			
Department of the Interior			
<u>USGS Point of Contact</u>		<u>Customer Point of Contact</u>	
Name:	Shannon D. Williams	Name:	David Parker
Address:	Lower Mississippi Gulf Water Science Center 640 Grassmere Park, Suite 100 Nashville, TN 37210	Address:	City of Franklin 109 3rd Ave South Franklin, TN 37065
Telephone:	615-837-4755	Telephone:	615-791-3218
Email:	swilliam@usgs.gov	Email:	
<u>Signatures and Date</u>			
Signature:		Date:	6/18/15
Name:	W. Scott Gain	Name:	Ken Moore
Title:	Director, LMG Water Science Center	Title:	Mayor



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Lower Mississippi-Gulf Water Science Center

Nashville Office

640 Grassmere Park, Suite 100

Nashville, Tennessee 37211

June 18, 2015

Mr. David Parker, City Engineer
City of Franklin
109 3rd Avenue South
PO Box 305
Franklin, Tennessee 37065-0305

Dear Mr. Parker:

The current agreement between the City of Franklin and the U.S. Geological Survey for continuation of the operation of gaging stations expires on September 30, 2015. Enclosed for renewal are two copies of the Joint Funding Agreement for continuation of this project for the period of October 1, 2015 to September 30, 2016. The total cost for operating the gaging stations during this period will be \$57,250.00 with the City of Franklin's share being \$33,800.00. The USGS will contribute \$8,450 in Federal matching towards this effort and National Streamflow Information Program funds will total \$15,000.00.

This agreement will be operated on a fixed price basis and will be billed quarterly. The results of work under this agreement will be available for publication by the U.S. Geological Survey. Upon acceptance, please return one copy of the Joint Funding Agreement to this office addressed to the attention of Vicky Brantley, keeping one copy for your records.

We appreciate your cooperation in this program and look forward to a continuation of our relationship with the City of Franklin. If I can be of any assistance or if you need to discuss our current water resources investigation program, please call me at (615) 837-4701 or Vicky Brantley, Administrative Operations Specialist, at (615) 837-4711 for billing questions.

Sincerely,

W. Scott Gain
Director, LMG Water Science Center

Enclosures

Agreement Number: 140204
Project Identification Number: 121454.00
Federal Project Number: STP-M-6(110)
State Project Number: 94LPLM-F3-079

COF Contract No. 2014-0289

State of Tennessee Department of Transportation
LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and City of Franklin (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

SR-6 (Columbia Avenue) from SR-397 (Mack Hatcher Pkwy) to Downs Blvd in Franklin.
Roadway widening from 3 to 4/5 lanes. Add sidewalks, curb & gutter transit stops & pull-outs, bike lanes and ITS elements.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	PROJECT
Utility Coordination by:	AGENCY	PROJECT
Construction by:	AGENCY	PROJECT

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **October 30, 2020**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the Department Traffic Engineer responsible

for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the Department Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional Department Utility Office per Department's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting, or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses. Additionally, the Agency shall be solely responsible for and pay for all costs associated with the maintenance and upkeep of landscaping, pedestrian and bicycle facilities, and any other elements of the Construction associated with a streetscape or context sensitive design (CSD) process.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state

regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) DBE Obligation:

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to

the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department

for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the

provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this Agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' 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.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids.
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Ken Moore **John C. Schroer**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Shauna Billingsley **John Reinbold**
City Attorney **General Counsel**

RESOLUTION 2015-39

A RESOLUTION AWARDING THE FY2016 ON-CALL ANNUAL CONTRACT FOR CALLED BONDS (COF CONTRACT NO. 2015-0080) TO TENNESSEE VALLEY PAVING COMPANY WITH A BID AMOUNT OF \$141,165.00

WHEREAS, the On-Call Annual Contract for Called Bonds is utilized by the City of Franklin Streets Department to construct improvements and repairs to City infrastructure contained within private development projects that have had their performance or maintenance surety called by the Franklin Municipal Planning Commission; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Called Bonds generally include the labor, materials and equipment necessary for said improvements and repairs to be constructed in accordance with the City of Franklin *Transportation & Street Technical Standards* and the Tennessee Department of Transportation *2015 Standard Specifications for Road and Bridge Construction*; and

WHEREAS, on June 30, 2015, sealed bids were received in the City of Franklin Engineering Department and were publicly opened and read aloud in the City Hall Boardroom for the On-Call Annual Contract for Called Bonds (COF Contract No. 2015-0080); and

WHEREAS, after an analysis of the competitive bid process, City Staff recommends awarding the On-Call Annual Contract for Called Bonds to Tennessee Valley Paving Company, who is the low bidder, based upon a bid amount of One Hundred Forty-One Thousand One Hundred Sixty-Five and No/100 Dollars (\$141,165.00); and

WHEREAS, the funding amount to be authorized for expenditure in association with COF Contract No. 2015-0080 shall be based upon performance or maintenance sureties that have been called by the Franklin Municipal Planning Commission; and

WHEREAS, contract unit prices shall be for a one (1) year period, at which time the City of Franklin may elect to extend the contracts for a one (1) year period, provided Tennessee Valley Paving Company agrees to the extension; and

WHEREAS, the contract unit prices may be extended for a third and final one (1) year period upon approval by the City of Franklin Board of Mayor and Aldermen, provided Tennessee Valley Paving Company agrees to the extension.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for award of the On-Call

Annual Contract for Called Bonds to Tennessee Valley Paving Company with a bid amount of One Hundred Forty-One Thousand One Hundred Sixty-Five and No/100 Dollars (\$141,165.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Streets Department Director is hereby authorized to review and approve the spending of performance or maintenance sureties that have been called by the Franklin Municipal Planning Commission for the construction of improvements and repairs via the On-Call Annual Contract for Called Bonds (COF Contract No. 2015-0080).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Kristen L. Corn, Assistant City Attorney

RESOLUTION 2015-40

A RESOLUTION AWARDING THE FY2016 ON-CALL ANNUAL CONTRACT FOR CONCRETE CURB AND SIDEWALK REPAIRS (COF CONTRACT NO. 2015-0081) TO M.A.Y. CONSTRUCTION, INC. WITH A BID AMOUNT OF \$1,283.25

WHEREAS, the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs is utilized by the City of Franklin Streets Department for the construction and maintenance of City infrastructure; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs generally include the labor, materials and equipment necessary for said improvements and repairs to be constructed in accordance with the City of Franklin *Transportation & Street Technical Standards* and the Tennessee Department of Transportation *2015 Standard Specifications for Road and Bridge Construction*; and

WHEREAS, on June 30, 2015, sealed bids were received in the City of Franklin Engineering Department and were publicly opened and read aloud in the City Hall Boardroom for the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs (COF Contract No. 2015-0081); and

WHEREAS, after an analysis of the competitive bid process, City staff recommends awarding the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs to M.A.Y. Construction, Inc., who is the low bidder, based upon a bid amount of One Thousand Two Hundred Eighty-Three and 25/100 Dollars (\$1,283.25); and

WHEREAS, the funding amount to be authorized for expenditure in association with COF Contract No. 2015-0081 has been approved by the Board of Mayor and Aldermen as a part of the Street Department's Annual Budget; and

WHEREAS, contract unit prices shall be for a one (1) year period, at which time the City of Franklin may elect to extend the contracts for a one (1) year period, provided M.A.Y. Construction, Inc. agrees to the extension; and

WHEREAS, the contract unit prices may be extended for a third and final one (1) year period upon approval by the City of Franklin Board of Mayor and Aldermen, provided M.A.Y. Construction, Inc. agrees to the extension.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for award of the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs to M.A.Y. Construction, Inc.

with a bid amount of One Thousand Two Hundred Eighty-Three and 25/100 Dollars (\$1,283.25).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Streets Department Director is hereby authorized to review and approve the spending of annual funds programmed for the construction and maintenance of City infrastructure via the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs (COF Contract No. 2015-0081).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Kristen L. Corn, Assistant City Attorney

RESOLUTION 2015-41

A RESOLUTION AWARDING THE FY2016 ON-CALL ANNUAL CONTRACT FOR ROADWAY REPAIRS AND RESURFACING (COF CONTRACT NO. 2015-0083) TO TENNESSEE VALLEY PAVING COMPANY WITH A BID AMOUNT OF \$24,034.85

WHEREAS, the On-Call Annual Contract for Roadway Repairs and Resurfacing is utilized by the City of Franklin Streets Department for the construction and maintenance of City infrastructure; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Roadway Repairs and Resurfacing generally include the labor, materials and equipment necessary for said improvements and repairs to be constructed in accordance with the City of Franklin *Transportation & Street Technical Standards* and the Tennessee Department of Transportation *2015 Standard Specifications for Road and Bridge Construction*; and

WHEREAS, on June 30, 2015, sealed bids were received in the City of Franklin Engineering Department and were publicly opened and read aloud in the City Hall Boardroom for the On-Call Annual Contract for Roadway Repairs and Resurfacing (COF Contract No. 2015-0083); and

WHEREAS, after an analysis of the competitive bid process, City Staff recommends awarding the On-Call Annual Contract for Roadway Repairs and Resurfacing to Tennessee Valley Paving Company, who is the low bidder, based upon a bid amount of Twenty-Four Thousand Thirty-Four and 85/100 Dollars (\$24,034.85); and

WHEREAS, the funding amount to be authorized for expenditure in association with COF Contract No. 2015-0083 has been approved by the City of Franklin Board of Mayor and Aldermen as a part of the Street Department's Annual Budget; and

WHEREAS, contract unit prices shall be for a one (1) year period, at which time the City of Franklin may elect to extend the contracts for a one (1) year period, provided Tennessee Valley Paving Company agrees to the extension; and

WHEREAS, the contract unit prices may be extended for a third and final year one (1) year period upon approval by the City of Franklin Board of Mayor and Aldermen, provided Tennessee Valley Paving Company agrees to the extension.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for award of the On-Call Annual Contract for Roadway Repairs and Resurfacing to Tennessee Valley Paving

Company with a bid amount of Twenty-Four Thousand Thirty-Four and 85/100 Dollars (\$24,034.85).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Streets Department Director is hereby authorized to review and approve the spending of annual funds programmed for the construction and maintenance of City infrastructure via the On-Call Annual Contract for Roadway Repairs and Resurfacing (COF Contract No. 2015-0083).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____
Kristen L. Corn, Assistant City Attorney

RESOLUTION 2015-42

A RESOLUTION AWARDING THE FY2016 ON-CALL ANNUAL CONTRACT FOR STORMWATER AND DRAINAGE IMPROVEMENTS (COF CONTRACT NO. 2015-0084) TO SESSIONS PAVING COMPANY WITH A BID AMOUNT OF \$229,481.00

WHEREAS, the On-Call Annual Contract for Stormwater and Drainage Improvements is utilized by the City of Franklin Streets Department for the construction and maintenance of City infrastructure; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Stormwater and Drainage Improvements generally include the labor, materials and equipment necessary for said improvements and repairs to be constructed in accordance with the City of Franklin *Transportation & Street Technical Standards* and the Tennessee Department of Transportation *2015 Standard Specifications for Road and Bridge Construction*; and

WHEREAS, on June 30, 2015, sealed bids were received in the City of Franklin Engineering Department and were publicly opened and read aloud in the City Hall Boardroom for the On-Call Annual Contract for Stormwater and Drainage Improvements (COF Contract No. 2015-0084); and

WHEREAS, after an analysis of the competitive bid process, City Staff recommends awarding the On-Call Annual Contract for Stormwater and Drainage Improvements to Sessions Paving Company, who is the low bidder, based upon a bid amount of Two Hundred Twenty-Nine Thousand Four Hundred Eighty-One and No/100 Dollars (\$229,481.00); and

WHEREAS, the funding amount to be authorized for expenditure in association with COF Contract No. 2015-0084 has been approved by the City of Franklin Board of Mayor and Aldermen as a part of the Street Departments Annual Budget; and

WHEREAS, contract unit prices shall be for a one (1) year period, at which time the City of Franklin may elect to extend the contracts for a one (1) year period, provided Sessions Paving Company agrees to the extension; and

WHEREAS, the contract unit prices may be extended for a third and final one (1) year period upon approval by the City of Franklin Board of Mayor and Aldermen, provided Sessions Paving Company agrees to the extension.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for award of the On-Call

Annual Contract for Stormwater and Drainage Improvements to Sessions Paving Company with a bid amount of Two Hundred Twenty-Nine Thousand Four Hundred Eighty-One and No/100 Dollars (\$229,481.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Streets Department Director is hereby authorized to review and approve the spending of annual funds programmed for the construction and maintenance of City infrastructure via the On-Call Annual Contract for Stormwater and Drainage Improvements (COF Contract No. 2015-0084).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Kristen L. Corn, Assistant City Attorney

RESOLUTION 2015-43

A RESOLUTION AWARDING THE FY2016 ON-CALL ANNUAL CONTRACT FOR TRAFFIC SIGNAL AND INTERSTATE LIGHTING MODIFICATIONS AND REPAIRS (COF CONTRACT NO. 2015-0085) TO S&W CONTRACTING COMPANY, INC. WITH A BID AMOUNT OF \$80,981.90

WHEREAS, the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs is utilized by the City of Franklin Streets Department for the construction and maintenance of City infrastructure; and

WHEREAS, the unit prices contained within the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs generally include the labor, materials and equipment necessary for said improvements and repairs to be constructed in accordance with the City of Franklin *Transportation & Street Technical Standards* and the Tennessee Department of Transportation *2015 Standard Specifications for Road and Bridge Construction*; and

WHEREAS, on June 30, 2015, sealed bids were received in the City of Franklin Engineering Department and were publicly opened and read aloud in the City Hall Boardroom for the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs (COF Contract No. 2015-0085); and

WHEREAS, after an analysis of the competitive bid process, City Staff recommends awarding the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs to S&W Contracting Company, Inc., who is the low bidder, based upon a bid amount of Eighty Thousand Nine Hundred Eighty-One and 90/100 Dollars (\$80,981.90); and

WHEREAS, the funding amount to be authorized for expenditure in association with COF Contract No. 2015-0085 has been approved by the City of Franklin Board of Mayor and Aldermen as a part of the Street Departments Annual Budget; and

WHEREAS, contract unit prices shall be for a one (1) year period, at which time the City of Franklin may elect to extend the contracts for a one (1) year period, provided S&W Contracting Company, Inc. agrees to the extension; and

WHEREAS, the contract unit prices may be extended for a third and final one (1) year period upon approval by the City of Franklin Board of Mayor and Aldermen, provided S&W Contracting Company, Inc. agrees to the extension.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for award of the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs to S&W Contracting Company, Inc. with a bid amount of Eighty Thousand Nine Hundred Eighty-One and 90/100 Dollars (\$80,981.90).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Streets Department Director is hereby authorized to review and approve the spending of annual funds programmed for the construction and maintenance of City infrastructure via the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs (COF Contract No. 2015-0085).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Kristen L. Corn, Assistant City Attorney

RESOLUTION 2015-23

A RESOLUTION, AS AMENDED, ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 1845 CARTERS CREEK PIKE BY THE CITY OF FRANKLIN, TENNESSEE.

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

1845 CARTERS CREEK PIKE

The proposed annexation area of 75.69 acres located west of Carters Creek Pike and southwest of Downs Boulevard and adjoining the City limits within the southwestern part of the Franklin Urban Growth Boundary (UGB). A map is attached as Exhibit A. The area comprises a total of 75.69 acres in one parcel with one owner, Janet Wagner ("Owner"). The Applicant John and Camille Schaeffer are in process of purchasing the property from the Owner. The Applicant has requested annexation by the City of Franklin. The area currently is vacant ("Property").

WHEREAS, the Property is contiguous to the City of Franklin City limits.

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

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

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

Water

The property is located within the City of Franklin Utility District. The property owner shall be responsible for the engineering, design and construction of a public water main from the intersection of Bradford Drive and West Main Street along Carters Creek Pike across the frontage of their property (approximately 1,900 LF). It shall be the responsibility of the property owner to ensure that adequate water for both domestic use and fire protection is provided to the site. The City does not allow water mains within state right-of-way. The property owner shall be required to acquire the necessary offsite easements to provide service to the property.

Reclaimed Water

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

Wastewater

The majority of the property lies within the West Basin as defined in the City of Franklin Sanitary Sewer Basin Study. The proposed property is anticipated to construct a horse barn, a track building, an indoor riding ring, and three caretaker apartments creating very little impact on the sanitary sewer collection system. The property owner will be responsible for the engineering, design and construction of a public main from the Carters Creek pump station across the frontage of the property (approximately 1,200LF). In addition, the property owner shall be required to acquire and dedicate exclusive easements outside of the existing and future right-of-ways of Carters Creek Pike.

The Carters Creek pump station has limited capacity. If the use and intensity change on the property, then the property owner may be required to extend public infrastructure from the Westhaven Development, as shown in the sanitary sewer basin master plans (approximately 9,000 LF).

Stormwater

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

Streets

Access to the property shall be provided on Carters Creek Pike. Carters Creek Pike is classified as a Minor Arterial in the City of Franklin Major Thoroughfare Plan. The property owner shall be required to dedicate the necessary future right-of-way for Carters Creek Pike to allow the City to make future improvements as this area of the City continues to develop. The property owner shall be required to dedicate 67.5 feet of right-of-way from the existing centerline of Carters Creek Pike as part of the final plat.

The future extension of Mack Hatcher Parkway goes through the western portion of this property. The property owner shall be required to reserve 225 feet of right-of-way following the proposed centerline of the Mack Hatcher Parkway Extension project. This shall be completed as part of the final plat.

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

Traffic Control

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

Street Lighting

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

Street Name Signs

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

Planning and Zoning

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

Fire Protection

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

Police Protection

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

Building and Code Inspection Services

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

Garbage and Recycling Pickup and Environmental

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

City of Franklin Land Use Plan

SOUTHALL CHARACTER AREA

The Southall Character Area straddles Carters Creek Pike and Columbia Avenue to the southwest and south of downtown Franklin. To the north, the area is bound by the West Harpeth and Central Franklin Character Areas, to the east by the Carnton and Goose Creek Character Areas and to the south and west by the UGB. There are approximately 4,230 acres in the area, and large residential lots and vacant land account for a majority of that acreage. There are almost 400 acres dedicated to industrial uses, which is more than half of the region's total (although much of this is the rock quarry), and there is also some commercial and office space. There is no Attached Residential in this area. Rolling Meadows Subdivision, in the adjacent West Harpeth Character Area, is an example of a desirable affordable neighborhood. Affordable housing is an important element that should be provided for in the area. The lack of sewer infrastructure limits residential development in the southern portion of the area, unless advanced on-site technology is permitted. Other areas of inadequate infrastructure include the

need for additional collector roads necessary to access undeveloped pockets of land. The Southall Character Area has rich natural resources including rolling terrain with significant areas constrained by steep slopes (twenty percent or greater), hilltops and significant mature tree cover that provides habitat for wildlife. These features should be preserved to the greatest extent possible to maintain the environmental quality and scenic views within the area. The Lula Lane incinerator is no longer operating and provides an opportunity for redevelopment. Whenever possible, opportunities to create parks and to preserve open space should be pursued. Connectivity of these elements as part of a regional network is important.

SPECIAL AREA 4

1. This area shall have vehicular and pedestrian connections to Westhaven and Willow Springs PUD Subdivisions.

VISION

The Southall Character Area will remain semi-rural with strong preservation of natural features, particularly of hillsides and hilltops. Development will respect and enhance the character of the area while creating neighborhoods and preserving natural features, such as steep slopes, hilltops and floodplains.

SECTION 2. This Resolution shall be effective from and after its adoption.

ADOPTED THIS _____.

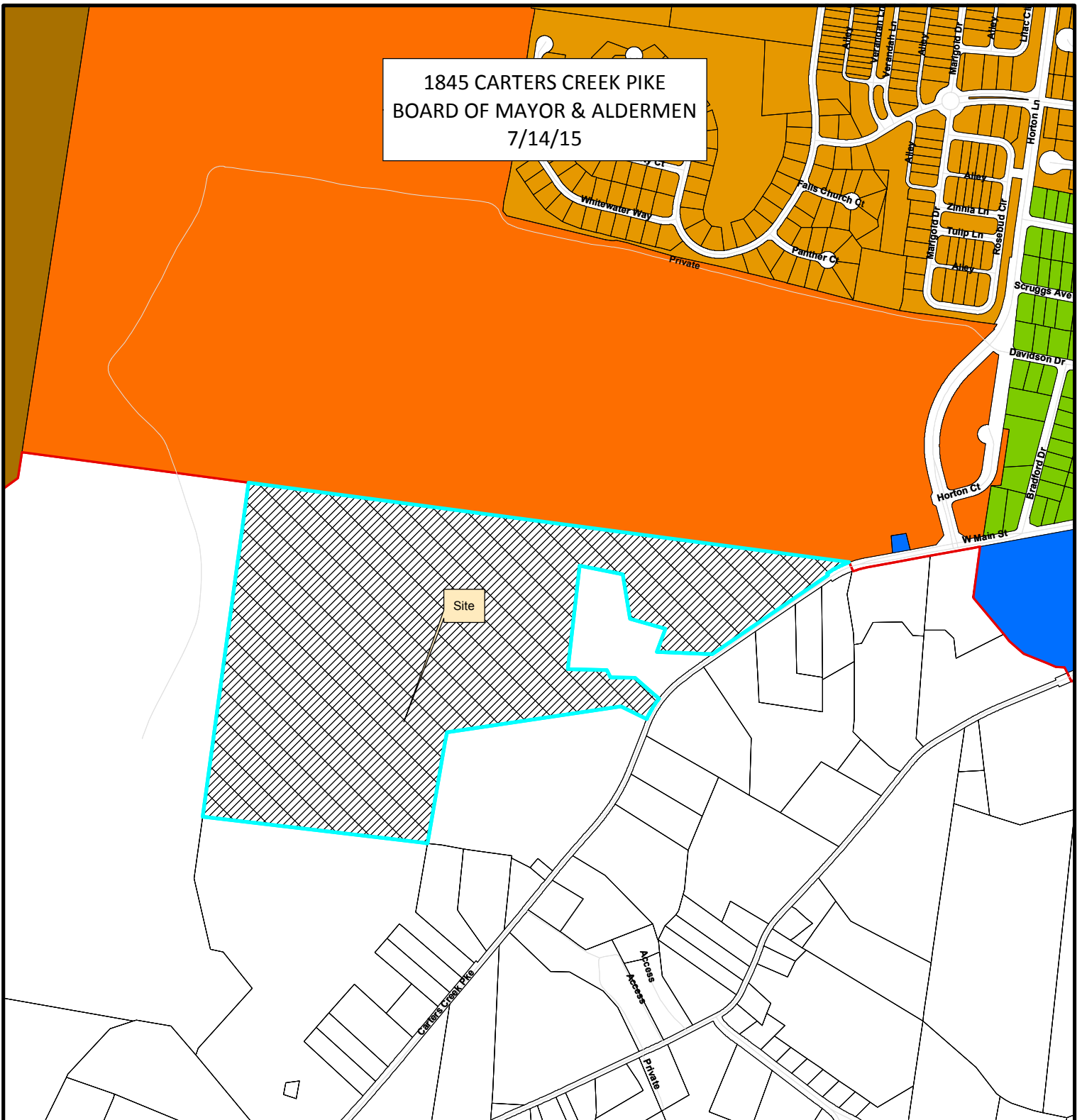
ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

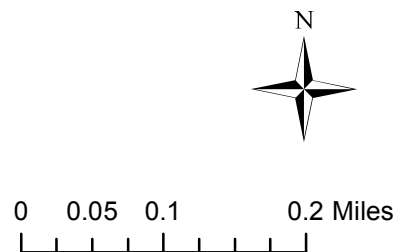
Approved as to form by:

Shauna R. Billingsley
City Attorney

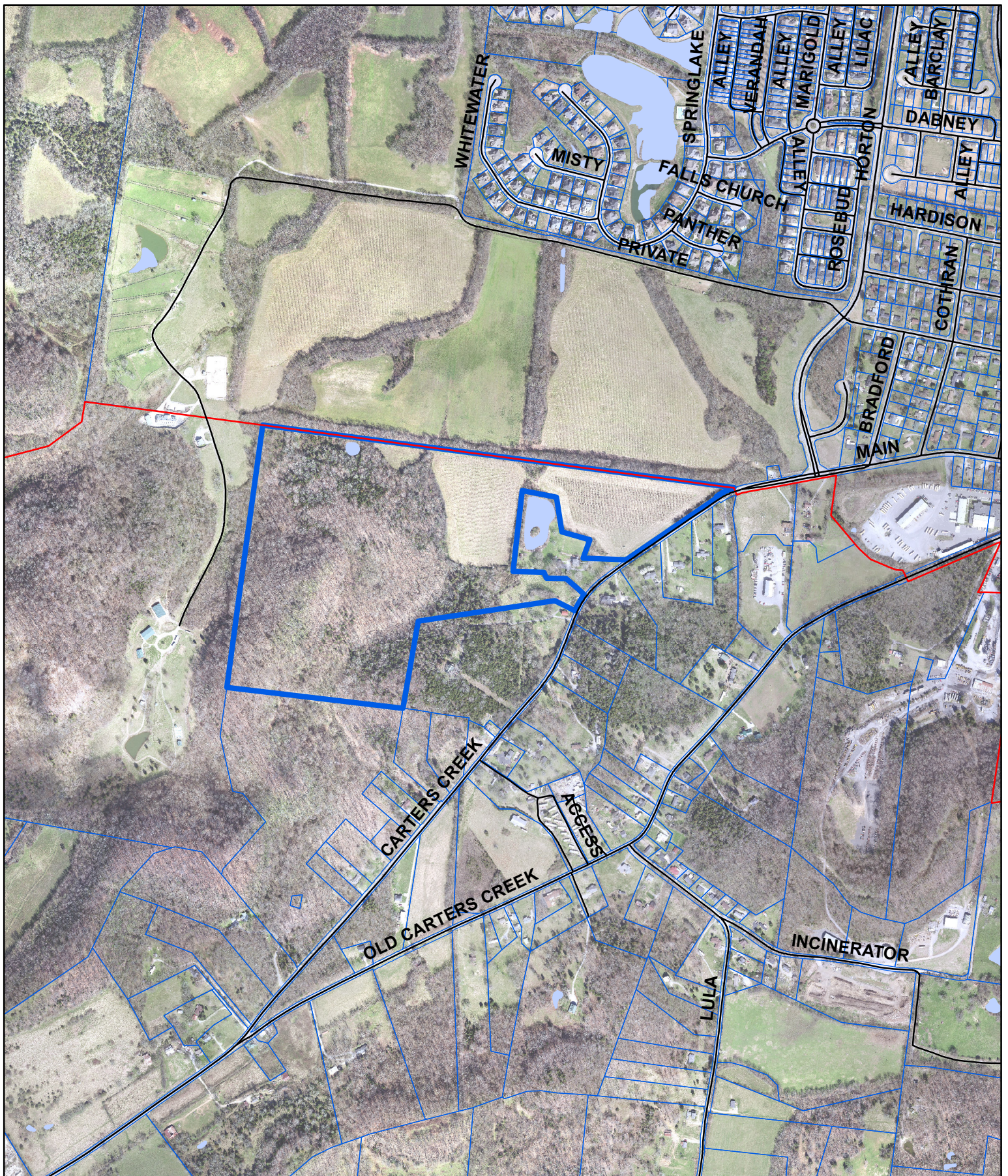
1845 CARTERS CREEK PIKE
BOARD OF MAYOR & ALDERMEN
7/14/15



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



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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Annexation: Schaefer Equestrian Park

1845 Carters Creek Pike
75.89 ac.

0 500 1,000 2,000 Feet



Camille Schaefer
1357 Barkleigh Lane
Franklin, TN 37064
(513) 267-8157
camille_schaefer@yahoo.com
February 4, 2015

Williamson County Zoning
1320 W. Main St.
Franklin, TN 37064

Re: Letter of Intent
Request for Equestrian Special Use Permit at 1845 Carter's Creek Pike

Dear Williamson County Zoning:

We are submitting this letter to request a Special Use Permit for the development of this 78.6 acre land parcel into a premier equestrian sport park. We plan to build out the park in two phases.

- Phase 1 (P1): (39) stall barn, tack & bathing facility, indoor riding ring, outdoor riding ring, group & private pastures, dry lots for exercise and turnout in inclement weather and storage building with (2) caretaker apartments
- Phase 2 (P2): P1 Storage building converted to lesson/schooling tack & bathing facility, new utility/storage building added with possible addition of 3rd caretaker apartment, cut riding trails on hillside and possible 2nd outdoor arena

In the past, this land was used by the current owners for cattle farming with some fields. Now portions of the land are leased out for planting/harvesting field crops. It appears to be zoned MGA-1. Our intent is to keep the current zoning classification and apply for a special use approval. The attached appendices provide further detailed information of our preliminary development and operation plans. The information is meant to facilitate Williamson County's zoning board in providing us feedback and streamlining the application review and approval process.

We appreciate the opportunity to work with Williamson County to evaluate and possibly improve upon our plan for land development into an equestrian park contributing to county aesthetics, resident enjoyment, local jobs and support of local 501(c) charities.

Sincerely,

Camille T. Schaefer

Camille T. Schaefer

Schaefer Equestrian Park

Partnership

Stephanie Hall – Equestrian Management

Stephanie has over 35 years equestrian experience and 25 years' experience as a professional trainer and managing rider lesson and horse training programs as well as a horse lease and sales business. She will provide consultative input for the build-out and operations management of the facility. Additionally, she will relocate her existing lesson/training/horse lease & sales business to the equestrian park and work in conjunction with the Schaefer's to deliver mutually beneficial growth for the equestrian park and her business.

Park Operation

Hours of Operation

- Open 7 days a week year around
- **Primary Hours:** 8am – 9pm for general activity such as lessons, riding, camps, shows, farrier, vets and deliveries/pickups
- **Special Hours:** Overnight hours starting at the 9pm primary hour close until the 8am open for trainers, emergency veterinary, caretakers and boarders

Park Activities

- **Horse boarding** – Private stall board with private or buddy pasture turnout and option for full horse care
- **Riding lessons** – Beginner and advanced; Child and adult
- **Training rides** – Professional training rides for show horses
- **Trail riding** – Service offered to boarders and riders actively involved in the lesson program
- **Summer camps** – Available for boarders, lesson riders and general public
- **Horse shows** – Open to boarders, lesson riders and other local area equestrian facility riders
- **Horse lease & sales** – Horses for lease are owned by Schaefer family or Stephanie Hall; Sale horses brokered by Stephanie Hall

Sound & Aesthetics

It is our intent to be respectful of the surrounding property owners by creating a site plan that locates buildings in such a way as to minimize sound, select materials and building styles that are aesthetically pleasing, leave existing or add landscape foliage where needed to minimize sound and enhance aesthetics.

People, Vehicles and Animals

Primary Hour People/Vehicle Count

- Hours 8am – 3pm week days during the school year could average **4-10 people and vehicles** at any given time. This will consist mostly of employed caretakers, trainers, deliveries/pickups (hay delivery, stall waste pickup, etc.), horse care personnel (veterinary, farriers, chiropractors, etc.) and adult riders.
- Hours 3pm – 9pm week days during the school year could average **6-20 people and 6-12 vehicles** (many of the riders are children driven by parents) at any given time. This will mostly consist of employed caretakers, trainers, lesson and boarder riders and spectators.

Schaefer Equestrian Park

- Weekends during good weather months (March thru Oct/Nov) could average **6-28 people and 6-15 vehicles** at any given time. This will consist of employed caretakers, trainers, lesson and boarder riders and spectators.
- Weekends during cold weather months (Parts of November thru February) could **average 5-15 people and 5-10 vehicles** at any given time. This will consist of employed caretakers, trainers, lesson and boarder riders and spectators.

Special Hour People/Vehicle Count

Overnight hours after primary hour closing and before reopening, there could be 2-3 caretakers living on the property. Trainers or boarders may also provide after hour care and medication on an as needed basis. Veterinary services may be required for emergency situations. Therefore, typically there would be **2-3 people overnight with the possibility of 1-2 additional** coming by for special animal care situations. There could be between **2-5 vehicles** at any given time and at least **2 vehicles overnight**.

Special Events

We would like to host between 2-4 horse shows at the equestrian park each year. These will be small local shows where our horses/riders and other local barns will bring horses/riders to participate in the event. These events will be scheduled on weekends for 1 to 2 days each event. Activity at the park will typically begin around 7am and wrap-up by about 5-7pm. It is anticipated between 25-50 riders will participate in the event over the course of 1-2 days with staggering of arrivals and departures based on the event schedule. More than half of these rider/horse participants will be existing riders and boarders of the barn, so only 10-25 horses/riders would be trailored in from local area barns for the days' events. Therefore, at any given time during the event, there could be **approximately 50 – 75 people attending** (this includes staff, trainers, riders and spectators).

Animals on Property

This facility is planned to hold up to **39 stalled horses** and at full capacity may have **up to an additional 10 outside horses**. The outside horses will not have an indoor overnight stall and will be in large group horse pastures, but will have access to a covered shelter for protection from extreme inclement weather. The stalled horses will have daily or nightly turnout in private or buddy pastures and turnout in dry lots during extreme wet weather to insure they have exercise/playtime daily without tearing up grazing pastures.

The numbers above were derived based on the Williamson County Ordinances as read requiring minimum of 1 stall for every 2 horses kept overnight and 2 acres of land for every stall. Therefore, with this land measuring 78.6 acres, we've limited the number of stalls to 39.

Property Vehicles

Horse Trailers – 1-2 trailers will be parked behind/beside the barn/indoor for regular barn operations. During show events, additional trailers (approx. 6-8) will temporarily be parked during the time of the event. These will be located behind/beside the barn/indoor.

Golf Carts – Trainers and staff will use 1-3 golf carts to more easily get around the property. These will be parked behind/beside the barn/indoor.

Farm Equipment – 2-5 tractors/hauling trailers/mowers will be housed in the storage building and/or parked behind/beside the storage building and barn/indoor.

Schaefer Equestrian Park

Plans for Growth – It is anticipated that as the park grows and reaches full animal capacity, there will be a need for additional parking/storage space for horse trailers and farm equipment. Therefore, we have identified a space on the site plan for clearing the land, graveling the area and building a more secluded storage building. This space and building will be used for these type vehicles to provide an out of sight location for these type of utility vehicles.

Employees and Staffing

Caretakers – At full capacity, we plan to have 3-5 caretakers on staff to provide essential horse board care (feed, turnout, clean stalls, grooming, etc.) and maintain the property and facilities. It is anticipated 2-4 of these staff members will live in apartments on the property to for security and emergency care 24x7x365.

Barn & School Program Manager – Camille Schaefer will fill this role for oversight and management of the property, facilities and staff (caretakers and schooling program trainers).

Trainers – 1-3 mix of part-time and full-time will be employed by the equestrian park for the beginner lesson/school program and 1-3 mix of part-time and full-time will be employed by partner, Stephanie Hall, for the advanced lesson/show program.

Water and Waste Management

Water Supply

This property has an existing natural spring with an inactive pump that was used previously for the house on the adjacent property and the farming of cattle and crop fields. It is our intent to reactivate the pump for the spring and to dig additional wells for ease of water proximity. We will work with Henry Drilling, LLC for all water supply and septic needs as they have completed all previous pump and well drilling work on this and the adjacent properties, so they are very familiar with the area of land.

Spring Water

Reactivate existing pump on the spring and re-route existing underground pipes to location of main barn. This water source will be used for all of the barns water needs such as, drinking, cleaning, bathing, etc.

Well Water

A well will be dug in close proximity to the storage/apartment building at the front of the property. This will be the water source for the storage building and the apartments attached to this building. A second well may be dug in close proximity to the barn/indoor facility should the spring water prove inadequate for this facility's usage rate.

Rain Water

We intend to bury under water storage tanks in close proximity to the barn/indoor facility for the capture and use of rain water coming from the large roofs of these buildings. This rain water is to be used for landscape and pasture irrigation as well as watering of the riding arenas.

Waste Water Management

Sources

The barn/indoor facility will have 2 bathrooms (2 toilets and possibly 1 shower), 4 horse indoor wash racks. The storage/apartment building will 2 bathrooms (1 bathroom per apartment with 1 toilet and shower per bathroom) and a small outdoor wash rack configuration to accommodate bathing up to 4 horses at a time.

Schaefer Equestrian Park

Drainage

All bathrooms drainage will be constructed to Williamson County housing codes. Indoor and outdoor horse wash racks will have drainage piped to septic tanks. Each wash rack will have a drain pipe bucket trap and a drain cover. The drain cover is intended to prevent large debris from entering the pipe and the bucket trap underneath the cover is intended to further catch finer debris from entering the drain pipe and prevent clogs and sewage backup.

A drainage system may also be installed in the barn between the stall fronts and to the aisle ways to allow for infrequent deep cleaning/hosing of the stall and aisle floors. This drainage would have a removable screen cover and a bucket trap at the point the drain pipe meets the main drain to the septic tank to further catch smaller debris and prevent clogs and sewage backup.

Septic

An underground septic tank will be installed at the storage/apartment building and another septic tank will be installed at the barn/indoor facility. The tanks would be the size required by Williamson County. It is anticipated they will be a minimum of 1,000 gallons or larger.

Waste Management

Storage for Stall Waste

We plan to build a concrete storage location at the back/side corner of the indoor arena building. This location is chosen to keep the smell and aesthetics more contained and hidden away from the people activities. It will provide easy access from the gravel road for the removal company and keeps waste a great distance from any water sources to prevent runoff. This storage area will consist of a concrete pad with a back and 2 side walls in a U-shape of approximately 25ft deep by 12ft wide. The front will remain open for easy access during removal. We will plant shrubs as needed to provide cover and improve aesthetics of the storage area.

A tarp cover will be kept on top of the storage pile to reduce smell, fly production and leachate by keeping out rain moisture. The tarp will also help keep the pile temperature high during warm months to help cook down the waste allowing more waste to be added to the structure for storage over time.

We evaluate the most effective way to manage the leachate generated from the waste while in the storage location. It will be handled in one of two ways:

- 1) **Drainage pipes** will be run to the septic tank to insure leachate is captured and not able to runoff into the surrounding soil
- 2) **Natural berm** will be built around the structure with drainage structured to direct leachate specifically to the berm areas. This will allow the leachate to be naturally absorbed into the berm soil without any risk of runoff into water sources

Removal

We will contract with a local composting company for removal of the waste material as it builds up in the storage location.

Schaefer Equestrian Park

Alternate Use

Manure is a natural fertilizer with many benefits, however, when allowed to remain concentrated in an area, the chemical makeup can hurt the soil and organic growth. Therefore, we plan to use a harrow rake through our pastures to break up the manure and spread the small pieces around the pastures for drying and fertilization back into the soil. The benefits of this process will reduce fly production due to the drying process not allowing the eggs to hatch and increase the healthy grass of the pasture through the natural fertilization process.

Facility Structures

Buildings

Horse Barn

- Measurement – 84' x 200'
- 39 horse stalls (perimeter 12x12; interior 12x14)
- Minimum 16' wide aisles to minimize risk of injury to horse or persons
- Office and lounge space
- Bathroom
- Ancillary Spaces – Tack rooms, short-term hay and bedding storage, laundry room, feed room, storage closets

Tack/Wash Building

- Measurement – 36' x 100'
- 4 wash racks
- 8 grooming bays
- 16' wide aisles to minimize risk of injury
- Bathroom (possibly with shower)
- Storage closets

Indoor Riding Ring

- Measurement – 100' to 125' x 200' to 240'

Storage/Apartment

- Measurement – 60' x 84'
- 10 – 14x28 out paddocks (5 on each side of building) with 12' roof overhang to provide weather protection for pasture lesson horses
- 2 Apartments – Each apartment is 24' x 30' with kitchenette, living room, bathroom and 2 bedrooms

Pastures & Outdoor Riding Ring

- Outdoor arena measuring approximately 150' x 300'. Possibly with lighting
- 2 large group horse pastures
- 6-8 dry lots approximately 30' x 40' (for exercise turnout in inclement weather to protect grass in pastures and prevent horses from injury in mud)
- 1 large dry lot for lunging and exercise
- 18-30 Private and buddy pastures

Schaefer Equestrian Park

Driveways

Truck & Trailer Entrance

Gravel road/drive running adjacent to property line to be used by large service trucks (e.g., construction, farrier, waste removal, etc.) and horse trailers. This access road is located further from the bend in Carter's Creek Pike and is on the straight section of Carter's Creek Pike to provide safer pullout for large trucks and trailers with a need for greater viewing distance due to their need to pull out slowly. This road is also located to the back and side of the barn allowing for easier access for services such as farriers, waste removal, etc.

Main Entrance & Parking

The 2nd entrance is on the far side of the property and is already an existing entrance with a partially paved drive. It is our intent to build out this entrance as the main entrance for riders and boarders by extending the existing pavement further into the property and then transitioning to gravel at the entry gate. A later phase may be to convert gravel drives and parking to concrete. Parking areas will be provided in the front and side of the barn and the storage building.

Schaefer Equestrian Park

Appendix B

Construction Materials

Buildings

- Steel beams
- Wood trusses
- Aluminum roof and siding
- Concrete foundation and flooring with rubber mats to prevent slipping

Fencing

- Perimeter fence is wire between wood panels a few inches into the ground to prevent rodents and wild dogs from entering pastures.
- Four board wood fence in areas of greatest view of aesthetic purposes
- Electric fence in less viewable areas

Riding Ring Footing

- Sand or small pebbles for dry lot paddocks
- Sand mix for outdoor arena with French drain at perimeter for proper drainage

Sample Facades

The following are samples of aluminum building facades similar to the style we plan to build. Exact colors and manufacturer have not yet been selected, however, these are all within the aesthetic standard looking to attain.



Schaefer Equestrian Park



Catherine Powers

From: Gossett, Thomas E. <TGossett@bassberry.com>
Sent: Friday, April 03, 2015 12:47 PM
To: Catherine Powers
Cc: Seehorn, John; Camille Schaefer (camille_schaefer@yahoo.com) (camille_schaefer@yahoo.com); monteschaefer@yahoo.com
Subject: Information for Schaefer Parcel Annexation
Attachments: 209100-000(2015-04-03 12-40-52).pdf

Catherine,

Please find below the requested description of the proposed annexation area as well as the contiguous City of Franklin property. I have also attached a map from the Williamson County Property Assessor website depicting the two pieces of property. Please feel free to let us know if you have any additional questions or requests. Thanks!

The proposed annexation area is located at 1845 Carters Creek Pike, with site map # of 077, parcel # of 03400, total acres of approximately 78.69, and is contiguous with the City of Franklin property with a site map # of 077, parcel # of 03300, address of Horton Lane.

Thomas Gossett
Associate

BASS BERRY  SIMS PLC

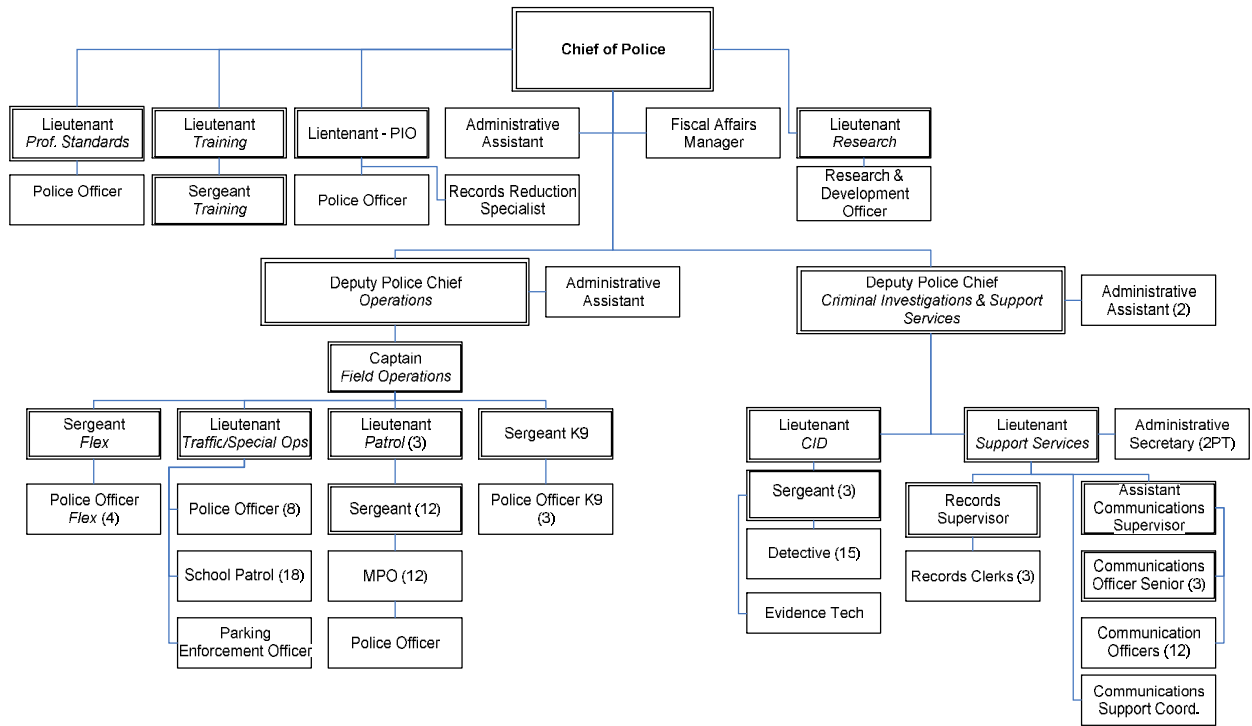
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615-742-7726 phone • 615-742-2722 fax
TGossett@bassberry.com • www.bassberry.com

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Contiguous City
of Franklin property

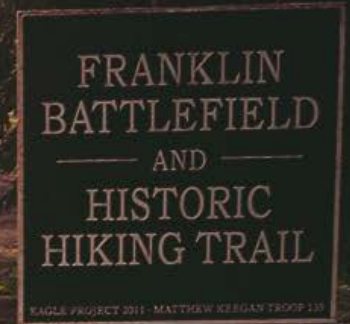
Proposed annexation
area

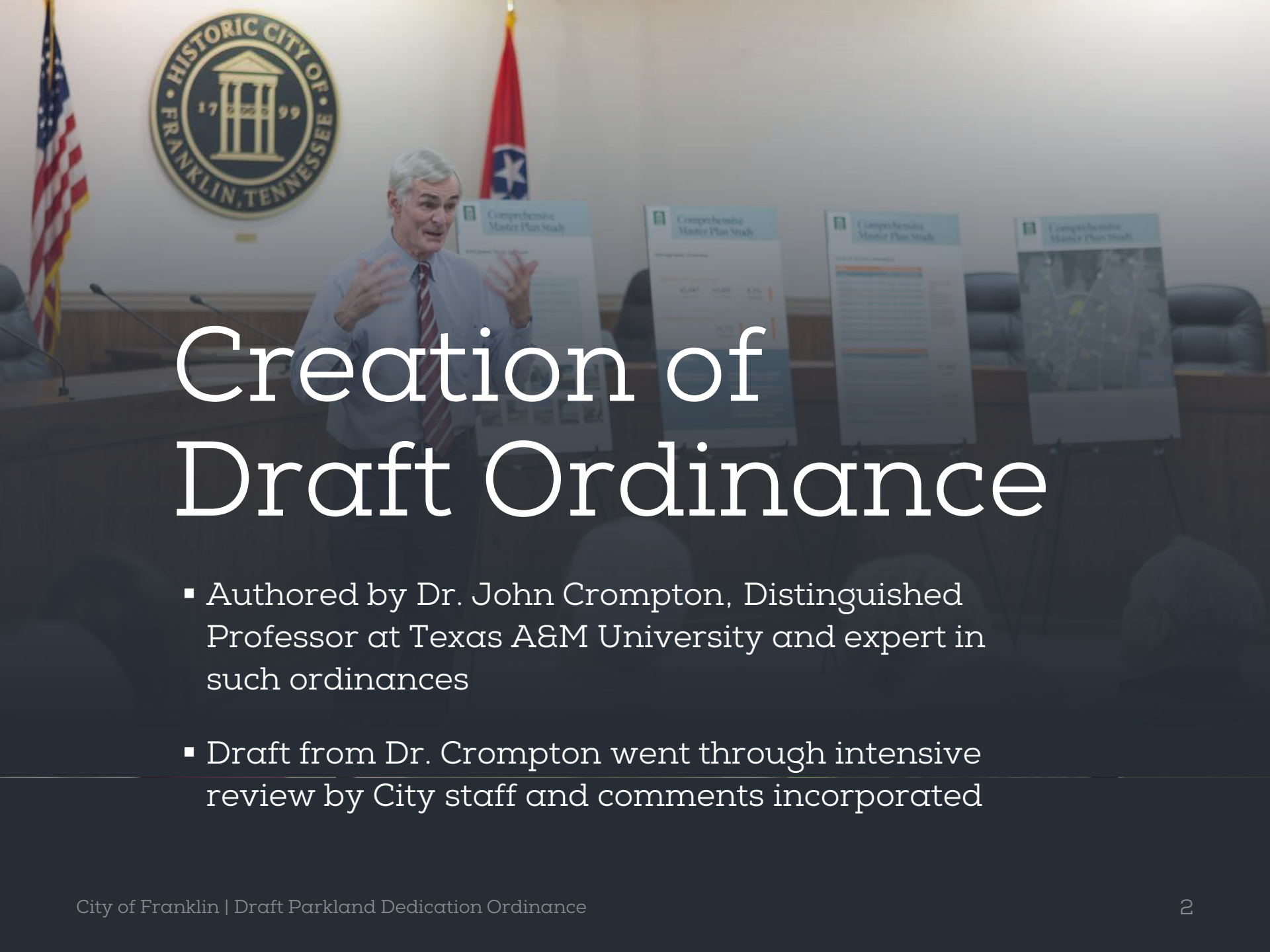


DRAFT

Parkland Dedication Ordinance

Board of Mayor and Aldermen
July 14, 2015





Creation of Draft Ordinance

- Authored by Dr. John Crompton, Distinguished Professor at Texas A&M University and expert in such ordinances
- Draft from Dr. Crompton went through intensive review by City staff and comments incorporated

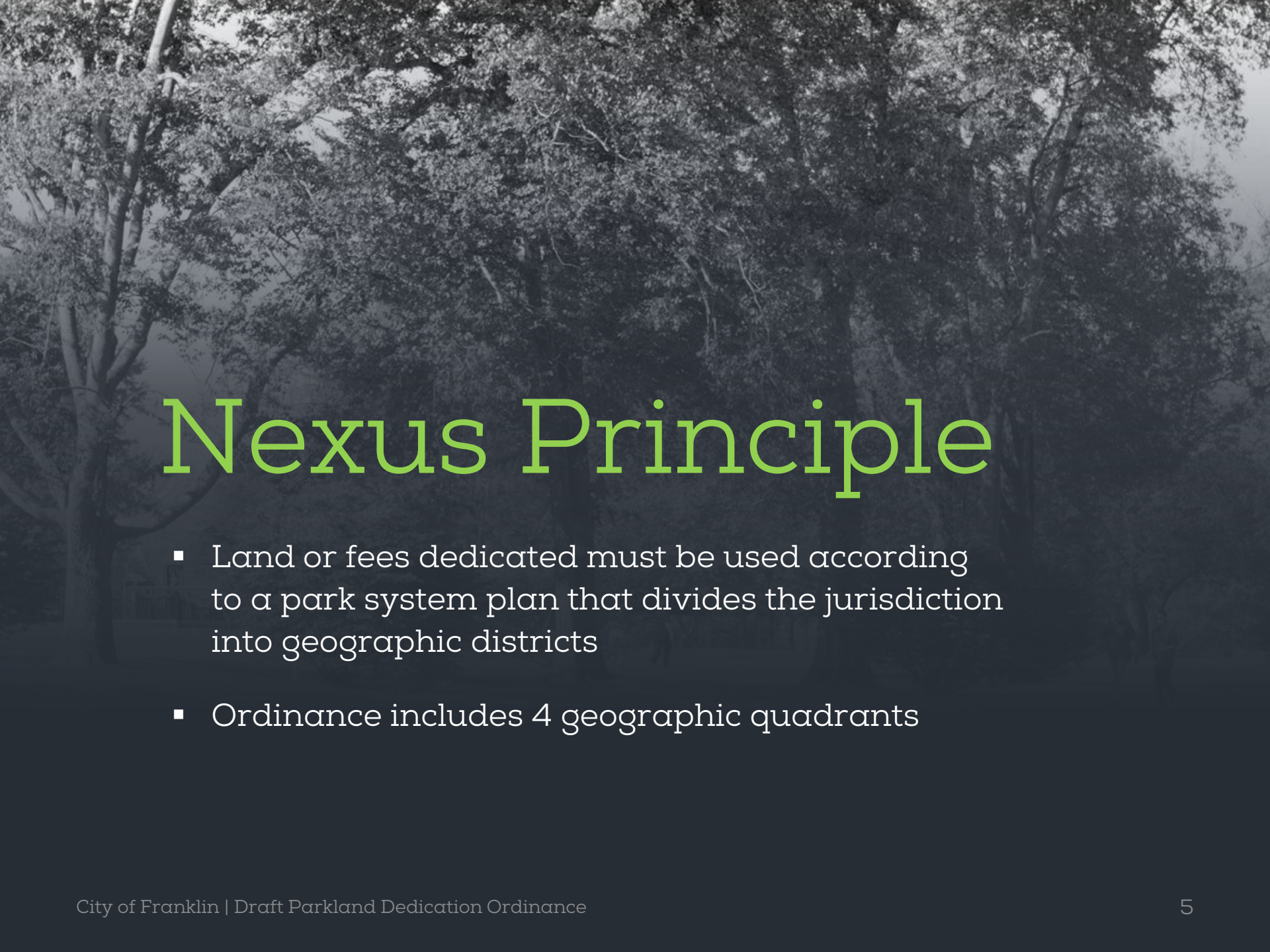
Three Elements of the Ordinance

- 1** Land requirement
- 2** Fee-in-lieu alternative to land requirement
- 3** Parks development fee

Constitutionality

Criteria for Assessment

- Ordinance must adhere to nexus principle
- Method of calculating parkland dedication requirement must demonstrate proportionality to the need created by the new development
- Time limit must be set for expending fees-in-lieu
- Scope and range of the ordinance must be delineated



Nexus Principle

- Land or fees dedicated must be used according to a park system plan that divides the jurisdiction into geographic districts
- Ordinance includes 4 geographic quadrants



***Quadrant 4**

Average Price per acre
\$200,000

***Quadrant 1**

Average Price per acre
\$271,000

***Quadrant 3**

Average Price per acre
\$163,000

***Quadrant 2**

Average Price per acre
\$168,000



DISCLAIMER
This map was prepared for the purpose of
information only and does not constitute a
guarantee. The map is not intended to be used
for any other purpose. All rights reserved.

Proportionality Test

- Assume that new residents will require same Level of Service as existing residents
- Determined Level of Service by total existing acreage of Neighborhood, Community, Preserves and Historic Parks
- Special Use Parks (e.g. Fieldstone, Liberty) can't be included
- Eligible Williamson County Parks in City Limits were included

Level of Service

QUADRANT 1	ACREAGE	CATEGORY
Aspen Grove Park	19.0	Neighborhood
Dry Branch Wetland	5.9	Preserves
Fort Granger	15.0	Historic
Liberty Park	83.3	Community
Pinkerton Park	27.9	Community
Ropers Knob	<u>58.7</u>	Historic
Total Quadrant 1	209.7	
QUADRANT 2	ACREAGE	CATEGORY
Eastern Flank Battlefield	113.3	Historic
Total Quadrant 2	113.3	

Level of Service

QUADRANT 3	ACREAGE	CATEGORY
Assault on Cotton Gin Park	0.5	Historic
Collins Farm	3.2	Historic
Eastern Flank Battlefield	1.2	Historic
Winstead Hill	72.5	Historic
Academy Park	7.07	Neighborhood
Strahl Street Park	<u>0.7</u>	Neighborhood
Total Quadrant 3	85.2	
QUADRANT 4	ACREAGE	CATEGORY
Bicentennial Park	16.2	Community
City Cemetery	1.8	Historic
Del Rio Park	1.1	Neighborhood
Jim Warren Park	87.0	Community
Pinkerton Park	4.0	Community
Rest Haven Cemetery	4.2	Historic
Franklin Rec/Judge Fulton Greer	33.80	Community
Cheek Park	<u>26.04</u>	Community
Total Quadrant 4	174.2	

Level of Service Calculation

Quadrant 1

- Population: 22,273
- Acres of parks: 209.7
- Service level: 107 people per acre of parks ($22,273/209.7$)
- Average people per dwelling unit (DU): 2.4
- Service level: 44.5 DU's per acre ($107/2.4$)

Required land dedication in Quadrant 1 is therefore 1 acre for every 44.5 DU's

Land Dedication Requirement

Quadrant 1	1 acre for every 44.5 DU's (979 SF per DU)
Quadrant 2	1 acre for every 49.5 DU's (880 SF per DU)
Quadrant 3	1 acre for every 52.5 DU's (830 SF per DU)
Quadrant 4	1 acre for every 50 DU's (871 SF per DU)

Land Dedication Summary

	Population	Acres of Parks	Service Level (people/acre)	Service Level (DU/acre)	Service Level (SF/DU)
Quadrant 1	22,273	209.7	107	44.5	979
Quadrant 2	13,436	113.3	119	49.5	880
Quadrant 3	10,750	85.2	126	52.5	830
Quadrant 4	21,043	174.1	121	50	871

Land Fee in Lieu Calculation

- Amounts shown in draft ordinance are maximum allowable based on methodology
- Board of Mayor and Aldermen will set fees at levels they deem appropriate

Land Fee in Lieu Calculation

Quadrant 1

Service level	44.5 DU's per acre
Cost of 1 acre of land	\$271,000
Cost for park land per DU	\$6,090 (\$271,000/44.5)



Maximum Land Fees in Lieu

by Quadrant



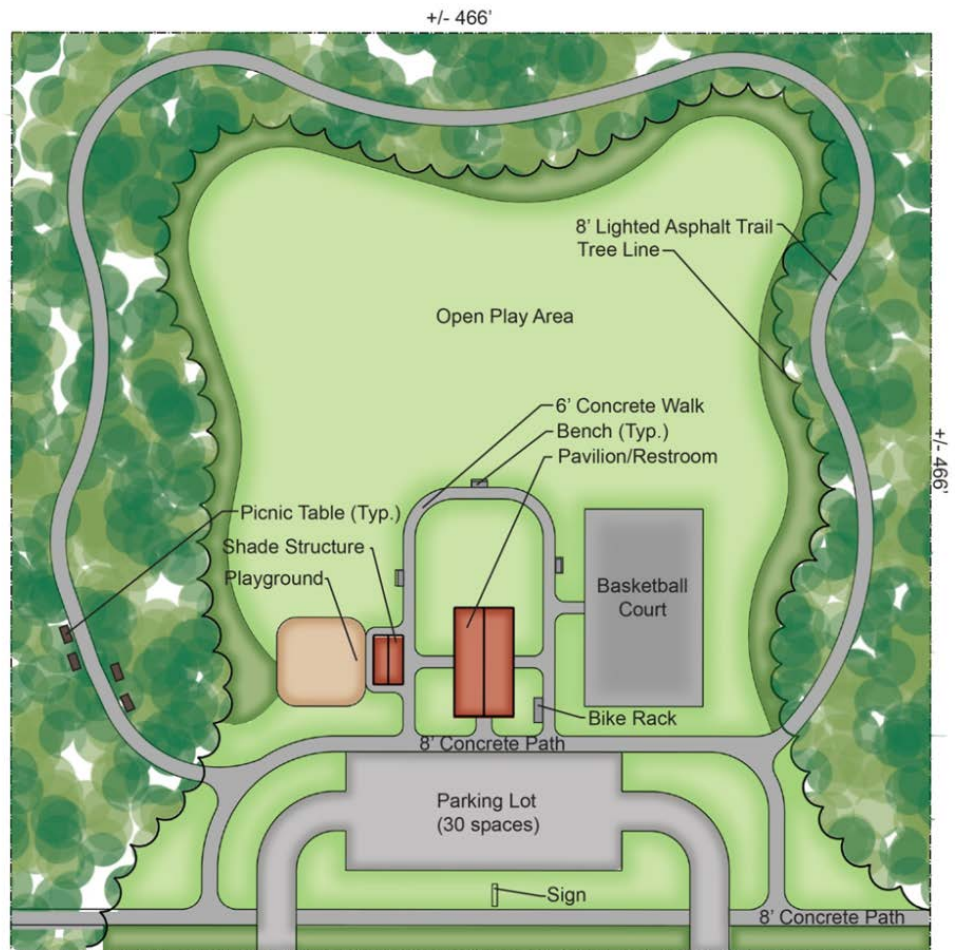
Park Development Fee

- Ordinance includes not only land dedication and fee in lieu but also cost recovery for park development costs
- Process for approval and collection of development fees are the same as and proceeds simultaneously the park land dedication requirement

Basis for Park Development Fee

- Based on estimated cost to develop a generic 5-acre neighborhood park
- City will only consider developing parks 5 acres or larger

Generic Park Plan



Franklin Generic Neighborhood Park
Scale: 1:60

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

Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,500	SF	\$6.00	\$39,000.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Trash receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

Opinion of Cost

Park Development Fee Calculation

Quadrant 1

Park development costs	\$1,183,029	same for all quadrants
Total DU's	9,280	population of 22,273/ 2.4 people per DU
Park development cost per DU	\$127	$\$1,183,029/9,280$

Quadrant 4

\$135
per DU

Quadrant 1

\$127
per DU

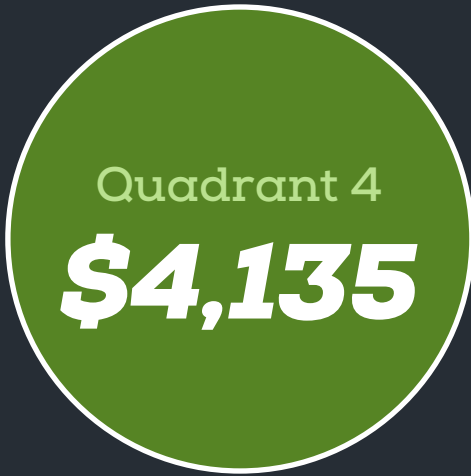
Park Development Fee by Quadrant

Quadrant 3

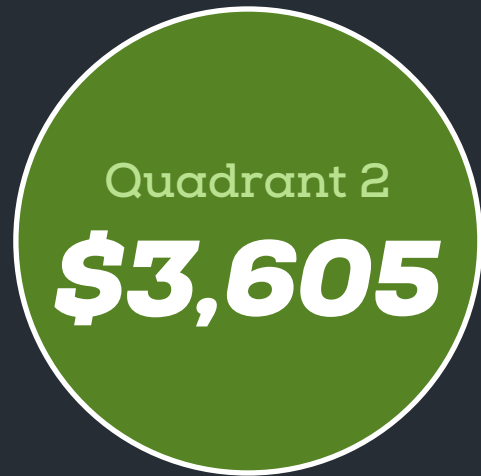
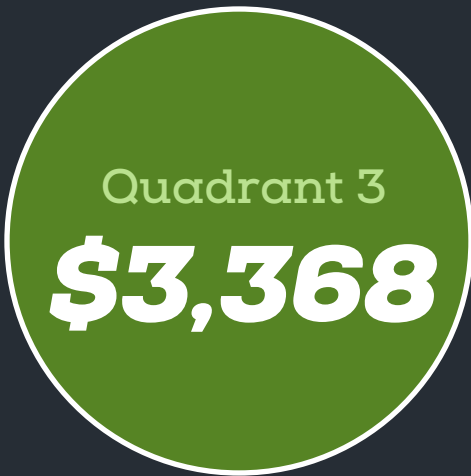
\$264
per DU

Quadrant 2

\$211
per DU



Maximum Park Dedication Fees Per DU



Ordinance Provisions

- BOMA has authority in determining how much, if any, land or fee may be accepted in lieu of dedication
- BOMA may require fee in lieu instead of land dedication and vice versa
- If City acquires land in a quadrant, BOMA may require fee in lieu until cost of acquisition is reimbursed

Ordinance Provisions

- Allows developers to construct required park improvements in lieu of paying fees and dedicate to the City
- Fees collected may only be used for park acquisition and construction in the same quadrant as the development paying the fees

Ordinance

Provisions

- At City's discretion, up to 50% of dedication and development requirement may be fulfilled by construction of certain privately owned and maintained park and recreation facilities.
- City shall review fees established and amount of land required every 3 years.

Ordinance Provisions

- Fees paid must be expended for park acquisition and development by the City within 5 years or developer can request prorated refund

Park Land Guidelines

- Any land dedicated must be suitable for park and recreation uses; severe slopes restrict acceptability
- Floodplain land **may** be accepted on a 3:1 basis
(3 acres of floodplain equals 1 acre of park land)
- Detention/retention areas may not be used to meet dedication requirements
- Desirable that 50% of the perimeter of the park land abuts a public street

Quadrant 1

Example Maximum Calculation

250 units

Apartment development

\$1,048,008

Fees in lieu under existing ordinance

Quadrant 1

Example Maximum Calculation

Land dedication requirement	5.6 Acres	250 DU's/44.5 DU's per acre service level
Land fee in lieu requirement	\$1,522,500	250 x \$6,090 cost for park land per DU in Quad 1
Park development fee	\$31,750	250 DU's x \$127 cost for park development per DU
Total land fee in lieu and development fee:	\$1,554,250	

Quadrant 2

Example Maximum Calculation

30 units

Assisted living development

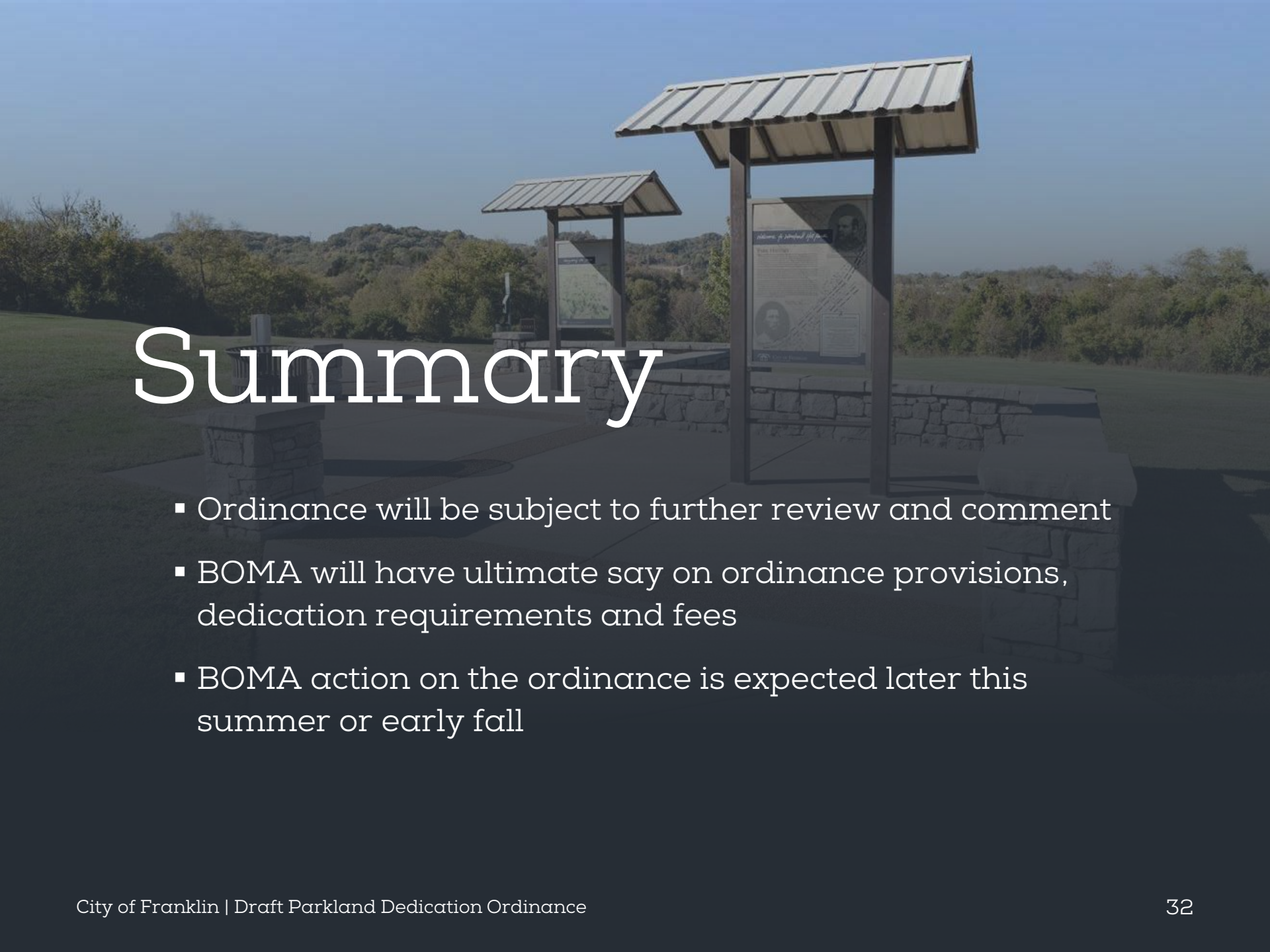
\$75,240

Fee in lieu under existing ordinance

Quadrant 2

Example Maximum Calculation

Land dedication requirement	.6 Acres	30 DU's/49.5 DU's per acre service level
Land fee in lieu requirement	\$101,820	30 x \$3,394 cost for park land per DU in Quad 2
Park development fee	\$6,330	30 DU's x \$211 cost for park development per DU
Total land fee in lieu and development fee:	\$108,150	

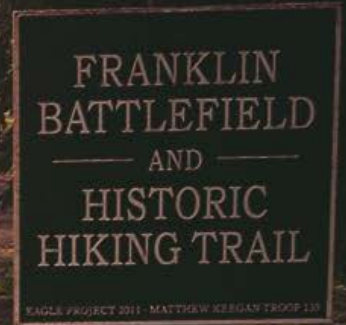


Summary

- Ordinance will be subject to further review and comment
- BOMA will have ultimate say on ordinance provisions, dedication requirements and fees
- BOMA action on the ordinance is expected later this summer or early fall

DRAFT

Parkland Dedication Ordinance



ORDINANCE 2015-XX

TO BE TITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE BY CREATING TITLE 25 CHAPTER 4 RELATING TO PARKS AND THE DEDICATION OF PUBLIC LAND FOR PARKS."

WHEREAS, the City of Franklin's policy is that new growth in residential development should pay for itself and not inflict costs on existing City of Franklin tax payers; and

WHEREAS, the City of Franklin values public park land as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring park land dedication or fees-in-lieu for new residential development; and

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

WHEREAS, private improvements in new developments are encouraged to provide park-like amenities to be enjoyed by those residing within the development; and

WHEREAS, removing Section 5.5.4-5.5.9 from the Franklin Zoning Ordinance and establishing a Title in the Franklin Municipal Code on park land dedication and park facilities credits will provide latitude to City staff in achieving recreational facilities within private developments that meet the intent of this Chapter.

WHEREAS, Whereas on _____ the City of Franklin Board of Mayor and Alderman approved the Franklin Park and Recreation Master Plan, which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the plan has assessed the need for park land and park improvements to serve the residents of Franklin; and

WHEREAS, the plan has carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing a dedication and/or fee in lieu based on individual dwelling units created by each new development so new dwelling units bear their proportionate share of the cost of retaining the current level of service; and whereas park land dedication requirements and park development fee assessments are based on the mathematical formulas and allocations set forth in this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Title 25, Chapter 4 of the Municipal Code shall be created to read as follows:

Title 25: Requirements for Park Land Dedication and Development.**25-A. Purpose.**

1. Provide park facilities as a function of subdivision and site development in the City of Franklin.
2. It is hereby declared by the Board of Mayor and Aldermen that parks are necessary and in the public welfare, and that the only adequate procedure to provide for parks is by integrating such requirements into the procedure for planning and developing property or subdivisions in the City, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.
3. Parks providing for a variety of outdoor recreational opportunities have to be located within convenient distances from a majority of the residences to be served. The park quadrants established by the City of Franklin shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of parks shall be borne by the developers of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities.
4. Therefore, the following requirements are adopted to effect the purposes stated above.

25-B. Applicability.

This section applies to the development of land for residential use located within the City of Franklin.

25-C. Requirements.

1. Generally, the development of residential property dwelling units must address the following requirements pursuant to this section: 1) dedication of land for park use or payment of a fee in lieu thereof and, 2) payment of a development fee for parks or construction of the park improvements to which such fee relates. Requirements herein are based on actual dwelling units for an entire development. Increases or decreases in final unit count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate, additional park land and additional park development fees may be required in accordance with the requirements in this Section.
2. The schedule of fees and required land dedications is attached hereto as Appendix I and incorporated and made a part of this Section for all purposes. The identification of park quadrants is as shown on a map in the City's 2015 Comprehensive Park and Recreation Master Plan referenced herein and incorporated by reference and a copy of said map is attached hereto as Appendix II. If a contiguous residential development lies within two or more of the park quadrants, the development will be considered to be in the quadrant containing the largest amount of square footage of land in the development.

3. Land Dedication

- a. The amount of land to be dedicated and platted for park land purposes shall be as set forth in Appendix I.
- b. The total amount of land dedicated for the development shall be dedicated to the City in fee simple:
 - i. Prior to the issuance of any building permits for multi-family development,
 - ii. Concurrently with the final plat for a single phase development,
 - iii. For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or,
 - iv. The developer may provide the City with financial security against the future dedication by providing an irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication as set forth in Appendix I. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land.

4. Fee in Lieu of Land. In lieu of dedicating park land for parks, a developer may be required to meet some or all of the park land dedication requirements through payment of a fee in lieu thereof in amounts as set forth in Appendix I. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, whichever occurs first.

5. Ordinance Administration and Final Approval. City staff through its development review and approval process shall administer this ordinance with the understanding the Board of Mayor and Aldermen (BOMA) shall have the final authority in determining how much, if any, land or fee may be accepted in lieu of required land dedication when unique situations or opportunities arise. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in Appendix I. Likewise, the City may, from time to time, require that land be dedicated in amounts as set forth in Appendix I and that no fee in lieu of land will be accepted.

6. Approval Process for Park Land Dedication.

- a. Land Dedications Equal or Exceeding Five Acres, and Dedications of Floodplains and Greenways. For any proposed required park land dedication equaling or exceeding five (5) acres of land or equaling or exceeding payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway, the landowner must:
 - i. Obtain a recommendation from the City's Department Review Team (DRT), and

- ii. Obtain approval from the Planning Commission pursuant to the plat approval procedures as set forth elsewhere in the City Code of Ordinances
- b. Dedications of Less Than Five Acres Not Including Floodplains or Greenways. For any proposed park land dedication less than five (5) acres of land or the payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway, the City Administrator or his/her designee is authorized to accept and approve same if the following criteria are met:
 - i. The proposed dedication or fee provides a sufficient amount of park land existing in the park quadrant of the proposed development for required park land dedication;
 - ii. Where the proposed dedication is insufficient for a park site, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in Appendix I; Determination of acceptability of a proposed park land dedication is based upon the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan, as may be amended from time to time; and
 - iii. The proposed development of the park is consistent with City of Franklin's 2015 Comprehensive Park and Recreation Master Plan, as may be amended from time to time.

7. Park Development Fee.

In addition to the land dedication requirements for parks, there are also park development fees established herein sufficient to develop parks in ways that meet the City of Franklin's standards. The amount of development fees assessed to a developer subject to this section for parks is as shown in Appendix I. The cost of park development on which this amount is based is described in Appendix III. The process for the approval and collection of development fees shall be the same as for the park land dedication requirements to which the development relates, and shall be processed simultaneously with the park land dedication requirements.

8. Construction of Park Improvements in Lieu of Development Fee.

A developer may elect to construct required park improvements in lieu of paying the associated development fee as set forth herein. In such event:

- a. A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the City's Department Review Team (DRT) upon submission of final plat or upon application for a building permit, whichever is applicable.
- b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats and for building permit issuance, whichever is applicable.
- c. All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.

- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
 - e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two years from the date of approval.
 - f. Completion and Acceptance – Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:
 - i. Improvements have been constructed in accordance with the Approved Plans;
 - ii. All park land upon which the improvements have been constructed has been dedicated as required under this section; and
 - iii. All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.
 - g. Upon issuance of a Certificate of Completion, the developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Obligation in a form (i.e. Cash or Letter of Credit) as required by the City.
 - h. The developer shall be liable for any costs required to complete park development if:
 - i. Developer fails to complete the improvements in accordance with the approved plans; or
 - ii. Developer fails to complete any warranty work.
9. Submitting fee. Any fees required to be paid pursuant to this section shall be remitted:
- a. Prior to the issuance of any building permits for multi-family development; or
 - b. Upon submission of each final plat for single family, duplex or townhouse development.
10. Use of Fees. Fees may be used only for the acquisition or development of park facilities in parks located within the same quadrant as the development.
11. Reimbursement for City Acquired Park Land.

The Board of Mayor and Alderman (BOMA) may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire park land in a particular quadrant, the BOMA at its discretion, may require subsequent dedications within the quadrant to be in fee-in lieu-of-land only until such time the cost of acquisition

has been reimbursed.

12. Credit for Private Park and Recreation Amenities.

- a. Up to 50% of the park dedication and development requirement may at the discretion of the City, be fulfilled by privately owned and maintained park and recreation facilities. Credit for private parkland must meet the standards of the Parkland Dedication and Development Guidelines concerning adequate size, character and location. Examples include a swimming pool, recreation center building, National Playground Standards playground, sprayground, outdoor fitness course, athletic fields or courts, multi-purpose sports fields similar to the athletic fields and courts that presently exist within Jim Warren and Liberty Parks, improved greenways not identified in adopted City Plans, or other park facilities as approved by the City Administrator.
- b. Private facilities may be restricted to the use and enjoyment of residents of the particular development or subdivision. However, such areas shall be maintained by and deeded to a homeowners' association, or trustee. The homeowners are liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure private parks and recreation amenities remain accessible to residents, are maintained in their approved design and, in good working condition into perpetuity, the City Board of Mayor and Alderman shall be a signatory of the section of the particular development or subdivision homeowners association covenants for which the private park serves.

13. Revision of Fees

The City shall review the fees established and amount of land required shown in Appendix I at least once every three (3) years. Subsequent changes shall become effective 120 days from the date the Board of Mayor and Alderman approved the change by ordinance.

25-D Prior Dedication or Absence of Prior Dedication.

If a dedication requirement arose prior to enactment or amendment of this Title 25, subsequent development for the subject tract to which the dedication requirement applies may be subject to vesting. Depending on the circumstances, additional dedication may be required for the increase in dwelling units from what was originally proposed.

25-E Comprehensive Plan Considerations.

1. The City's 2015 Comprehensive Park and Recreation Master Plan is intended to provide a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

2. Park quadrants are established in the City's 2015 Comprehensive Park and Recreation Master Plan as a component of the City's Plan, and indicate service areas for parks.

25-F Special Fund; Right to Refund.

1. All park land dedication fees will be deposited in an account, as determined by the City of Franklin Finance Department Director and reserved for acquisition and improvements to the park quadrant to which it relates.
2. The City shall account for all fees in lieu of land and all development fees paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within five (5) years from the date received by the City for acquisition and/or development of a park. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

25-G Park Land Guidelines and Requirements.

1. Parks shall be easy to access and open to public view so as to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.
2. Any land dedicated to the City under this section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the dedication or plat.
3. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities.
4. Land in floodplains or designated greenways will be considered on a three-for-one basis. Three acres of floodplain or greenway will be equal to one acre of park land. The City Administrator or his/her designee shall have final authority on acceptance of land in floodplains.
5. Where feasible, park sites shall be located adjacent to greenways and/or schools in order to encourage shared facilities and joint development of new sites.

6. Park sites shall be proximate to residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
7. Where appropriate, sites with existing trees or other scenic elements are preferred.
8. Detention / retention areas may not be used to meet dedication requirements, but may be accepted in addition to the required dedication. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet specific parks specifications.
9. Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
10. It is desirable that fifty percent (50%) of the perimeter of a park abut a public street.

25-H Warranty Required.

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

obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

8. If within twenty (20) calendar days after the City has notified developer of a defect, failure, or abnormality in the work, developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by developer.
9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

APPENDIX I

PARK LAND DEDICATION FEES

QUADRANT 1

Population:	22,273	
Acres of parks:	209.7	
Service level:	107 people per acre	
People per dwelling unit:	2.4	
Service level:	44.5 DUs per acre	
Cost of 1 acre of land:	\$271,000	
Cost for park land per DU:		\$6,090
Park development cost:	\$1,183,029	
Total DUs, 22,273 / 2.4:	9,280	
Cost for park development per DU:		<u>\$127</u>
Total park dedication fee per DU:		\$6,217

QUADRANT 2

Population:	13,436	
Acres of parks:	113.3	
Service level:	119 people per acre	
People per dwelling unit:	2.4	
Service level:	49.5 DUs per acre	
Cost of 1 acre of land:	\$168,000	
Cost for park land per DU:		\$3,394
Park development cost:	\$1,183,029	
Total DUs, 13,436 / 2.4:	5,598	
Cost for park development per DU:		<u>\$211</u>
Total park dedication fee per DU:		\$3,605

QUADRANT 3

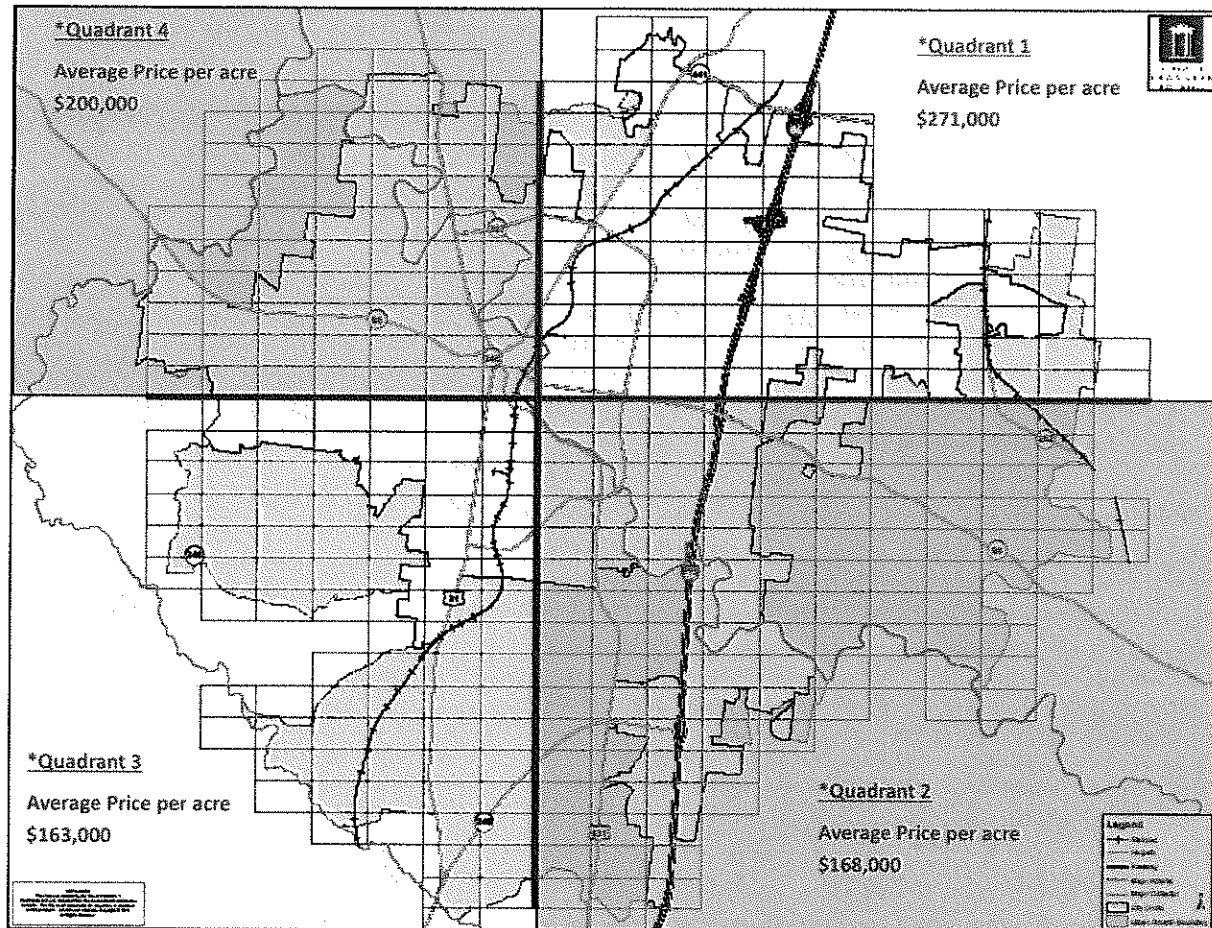
Population:	10,750
Acres of parks:	85.2
Service level:	126 people per acre
People per dwelling unit:	2.4
Service level:	52.5 DUs per acre

Cost of 1 acre of land:	\$163,000	
Cost for park land per DU:		\$3,104
Park development cost:	\$1,183,029	
Total DUs, 10,750 / 2.4:	4,479	
Cost for park development per DU:		<u>\$264</u>
Total park dedication fee per DU:		\$3,368

QUADRANT 4

Population:	21,043	
Acres of parks:	174.1	
Service level:	121 people per acre	
People per dwelling unit:	2.4	
Service level:	50 DUs per acre	
Cost of 1 acre of land:	\$200,000	
Cost for park land per DU:		\$4,000
Park development cost:	\$1,183,029	
Total DUs, 21,043 / 2.4:	8,768	
Cost for park development per DU:		<u>\$135</u>
Total park dedication fee per DU:		\$4,135

PARK LAND QUADRANT MAP



APPENDIX III**PARK DEVELOPMENT COST**

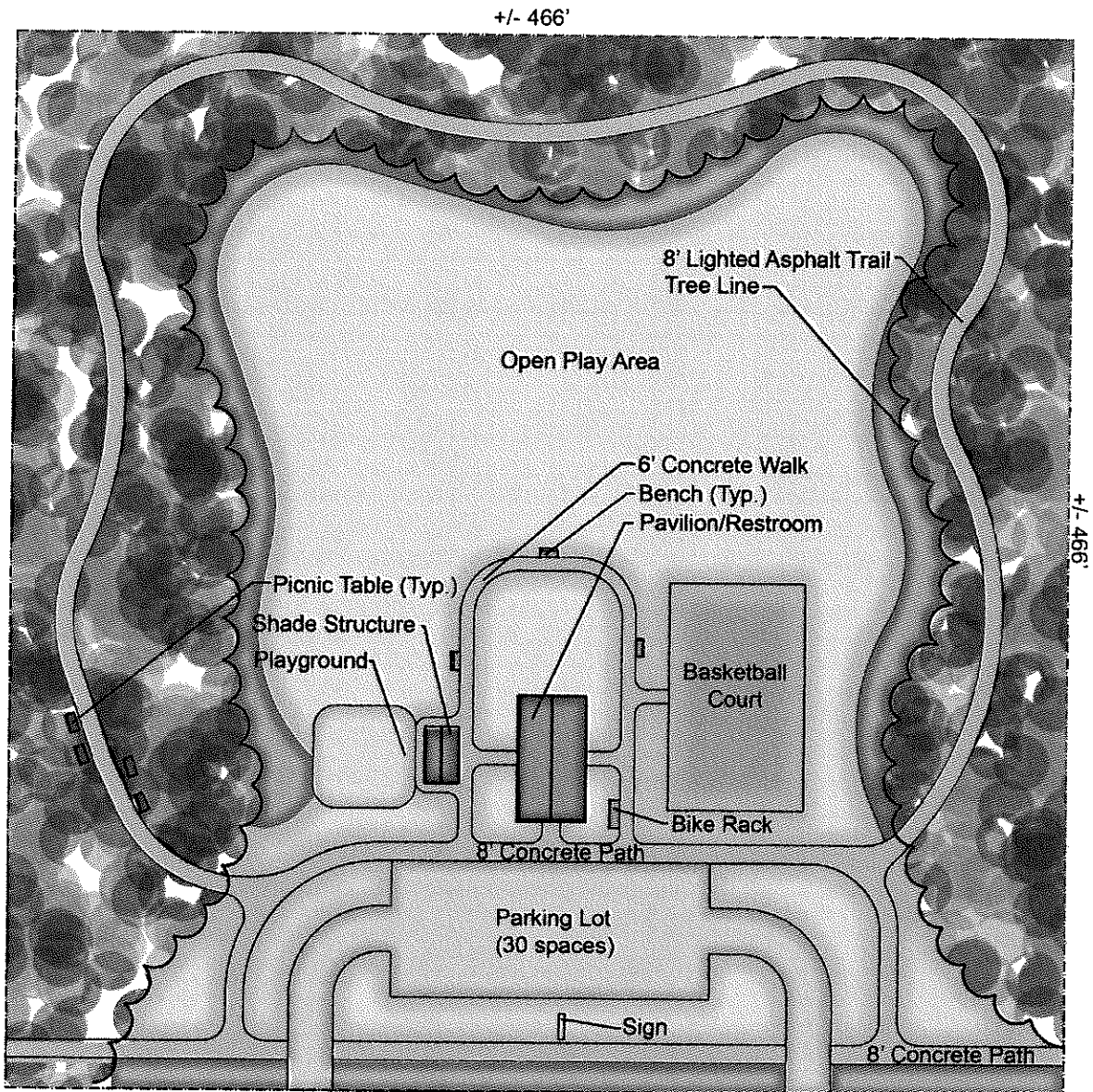
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical 5 acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighted walking trail, open play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

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

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

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

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



Franklin Generic Neighborhood Park
Scale: 1:60

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

Generic Concept Plan for 5 Acre Park

April, 2015

BWSC Bentley Systems, Inc.

Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
8" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
16" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Trash receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
Subtotal				\$850,464.00
Contractor General Conditions & Mobilization @ 8%				\$68,037.12
Subtotal				\$918,501.12
10% Contingency				\$91,850.11
Subtotal				\$1,010,351.23
Survey and Design				\$128,753.15
Design and Construction Total				\$1,139,104.38

Legend

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

RESOLUTION 2015-37

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN ADOPTING THE ESTIMATE OF REVENUES AND EXPENDITURES FOR THE WATER AND SEWER UTILITY FUND, FISCAL YEAR 2015 – 2016 AND FISCAL YEAR 2016-2017; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Franklin owns and operates a water and sanitary sewer utility system under authorization of the Municipal Charter, and

WHEREAS, this Utility Fund is an enterprise fund of the City in accordance with generally accepted accounting principles, and

WHEREAS, it is now deemed in the public interest to provide for authorization of an estimate of revenues and expenditures for such fund for Fiscal Year 2015-2016 and Fiscal Year 2016-2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen for the City of Franklin as follows:

Section 1. That the Statement of Estimated Revenues and Expenditures for the Water and Sewer Utility Fund, for Fiscal Year 2015-2016 and for Fiscal Year 2016-2017, as set forth more fully in **Attachment A**, is herewith approved and adopted.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this 11th day of August, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor



City of Franklin, Tennessee

FY 2016-2017

Water Management Biennial Operating Budget

Water - Wastewater - Reclaimed



Excellence Innovation Teamwork Integrity Action Oriented



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Water Management

Mark Hilty, Water Management Director

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City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Water Management

Mark Hilty, Water Management Director

	2013 Actual	2014 Actual	2015 Budget	2015 Estimated	2016 Budget	2017 Budget	2015 v. 2016 \$	2015 v. 2016 %
Beginning Balance	7,268,534	15,043,450	18,318,852	18,318,852	21,265,147	22,771,594		
Revenues	25,471,938	23,187,312	22,351,089	24,938,329	24,708,803	26,150,977	2,357,714	10.5%
Expenses								
Personnel	4,669,801	4,765,815	5,298,339	4,995,360	5,485,617	5,612,024	187,278	3.5%
Operations	11,421,311	11,847,191	12,119,000	12,353,807	12,545,632	12,811,200	426,632	3.5%
Capital	1,605,910	3,298,904	4,925,325	4,642,866	5,171,107	5,390,098	245,782	5.0%
Expenses	17,697,022	19,911,910	22,342,664	21,992,034	23,202,356	23,813,322	859,692	3.8%
Ending Balance	15,043,450	18,318,852	18,327,277	21,265,147	22,771,594	25,109,249		

Budget Summary - By Division

	2013 Actual	2014 Actual	2015 Budget	2015 Estimated	2016 Budget	2017 Budget	2015 v. 2016 \$	2015 v. 2016 %
Beginning Balance	7,268,534	15,043,450	18,318,852	18,318,852	21,265,147	22,771,594		
Revenues	25,471,938	23,187,312	22,351,089	24,938,329	24,708,803	26,150,977	2,357,714	10.5%
Expenses								
Water	8,836,662	8,863,912	9,712,628	9,554,357	10,109,710	10,263,634	397,082	4.1%
Wastewater	8,738,856	10,904,872	12,433,961	12,252,625	12,889,816	13,345,613	455,855	3.7%
Reclaimed	121,504	143,126	196,075	185,051	202,831	204,075	6,756	3.4%
Expenses	17,697,022	19,911,910	22,342,664	21,992,034	23,202,356	23,813,322	859,692	3.8%
Ending Balance	15,043,450	18,318,852	18,327,277	21,265,147	22,771,594	25,109,249		

Departmental Summary

The Water Management Department's vision, in support of the City's vision statement, is to continually strive to enhance quality of life through exceptional, responsive, and cost effective water resources services. These services include drinking water treatment and distribution, wastewater collection and treatment, and reclaimed water distribution for customers located primarily in the City of Franklin.

To achieve this vision it is necessary to safely and efficiently deliver drinking water, sanitary sewer and reclaimed water services to our customers. The Water Management Department continues to evolve through formalization and refinement of practices and through the implementation of the Integrated Water Resources Plan.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Water Management

Mark Hilty, Water Management Director

Departmental Summary (con't)

This fiscal year 2016 and 2017 biennial budget was developed to further refine operations to achieve the department's vision, in support of the City of Franklin's goals and objectives. Revenues and expenditures for each division are presented in consolidated Sections as follows:

Division	Section
Water Distribution	Water
Water Treatment	Water
Utility Billing	Water
Wastewater Collection	Wastewater
Wastewater Treatment	Wastewater
Utility Administration	Wastewater
Reclaimed Water	Reclaimed Water

Water and wastewater are independent business units of the City of Franklin and are required to be self-sufficient entities. These utilities are not subsidized by local taxes, reimbursing the General Fund monies to cover the costs of administrative oversight and support services such as payroll, human resources, finance and engineering. Reclaimed water, while presented as its own section, is an alternative disposal method of treated sanitary sewer. This disposal method in effect, increases the discharge capacity of the wastewater treatment plant (primarily during summer months) and provides a cost effective source of irrigation water within the reclaimed water distribution system while providing revenue to support its operation.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the challenges and demands of the future.

Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme: A Safe Clean and Livable City



Franklin will provide high-quality water and wastewater treatment services that will meet the needs of our growing community.

Franklin will establish standards for the quality of its infrastructure (i.e., water lines, sewer services)

Goal: To have a reliable, efficient, and scalable infrastructure

Baseline: Baseline energy costs for water and sewage delivery is \$1,595,352 (FY2012 sum actual expenditures from water fund and wastewater fund)

Baseline: Baseline of unaccounted water within the system is 20.8% (FY2012)

Baseline: Baseline of sanitary score is 97 (2012)

Franklin will continue to meet or exceed regulatory requirements for water quality.

Goal: To have no violations of regulatory requirements for water quality.

Baseline: Zero water quality violations in 2012. (TN Dept. of Environment & Conservation monitoring requirements and regulatory standards.)

Franklin will pursue completion of the recently approved Integrated Water Resource Plan (IWRP) by 2042.

Goal: To fully complete the Franklin Integrated Water Resource Plan by 2042 in five year increments as set in the plan.

Baseline: 5% completed (2012). (Franklin Integrated Water Resource Plan.)

Baseline: Adopted Strategic Schedule for each of the 5-year increments. (2013).

Franklin will be a model for environmental quality and a sustainable city.

Goal: Franklin will achieve platinum status within the TVA sustainable Communities Program.

[Baseline: Achieved Goal status, 2013]

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	2012	2013	2014	2015	2016
TBD					

Efficiency Measures

	2012	2013	2014	2015	2016
TBD					



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

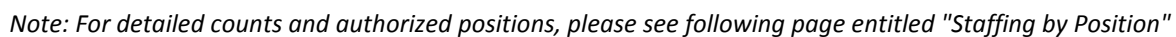
Performance Measures

Outcome (Effectiveness) Measures

		2012	2013	2014	2015	2016
1	Franklin will establish standards for the quality of its infrastructure (i.e., water lines, sewer services)					
	Goal: To have a reliable, efficient, and scalable infrastructure					
	Declining or steady energy costs for water and sewage delivery	\$ 1,595,352	TBD	TBD	TBD	TBD
	Target (FY2012 sum actual expenditures from water fund and wastewater fund)	\$ 1,595,352	\$ 1,595,352	\$ 1,595,352	\$ 1,595,352	\$ 1,595,352
	Meets Target?	Yes	TBD	TBD	TBD	TBD
	Unaccounted water within the system decreases	20.8%	TBD	16%	TBD	TBD
	Target (20.8% unaccounted for in FY 2012)	20.8%	20.8%	20.8%	20.8%	20.8%
	Meets Target?	Yes	TBD	Yes	TBD	TBD
	Sanitary score remains or improves	97	TBD	Yes	TBD	TBD
	Target (97 from FY 2012)	97	97	97	97	97
	Meets Target?	Yes	TBD	Yes	TBD	TBD
2	Franklin will continue to meet or exceed regulatory requirements for water quality.					
	Goal: To have no violations of regulatory requirements for water quality.					
	Franklin Water Quality Violations	0	0	0	0	0
	Target (TN Dept. of Environment & Conservation monitoring requirements and regulatory standards.)	0	0	0	0	0
	Meets Target?	Yes	Yes	Yes	Yes	Yes
3	Franklin will pursue completion of the recently approved Integrated Water Resource Plan (IWRP) by 2042.					
	Goal: To fully complete the Franklin Integrated Water Resource Plan by 2042 in five year increments as set in the plan.					
	5% completed (2012). (Franklin Integrated Water Resource Plan.)	5%	TBD	TBD	TBD	TBD
	Target	5%	8.17%	11.34%	14.51%	17.68%
	Meets Target?	Yes	TBD	TBD	TBD	TBD
	Baseline: Adopted Strategic Schedule for each of the 5-year increments. (2013).					
	Franklin Status	N/A	Adopted	Adopted	Adopted	Adopted
	Target (Adopted?)	N/A	Adopted	Adopted	Adopted	Adopted
	Meets Target?	N/A	Yes	Yes	Yes	Yes
	Franklin will achieve platinum status within the TVA sustainable Communities Program.					
	Franklin status	N/A	Platinum	Gold	TBD	TBD
	Target (Platinum)	N/A	Platinum	Platinum	Platinum	Platinum
	Meets Target?	N/A	Yes	No	TBD	TBD



City of Franklin Water Management
FY 2016 – FY 2017 Biennial Budget





City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Staffing by Position

Position	Pay Grade	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
		F-T	F-T	F-T	F-T	F-T

Water Section

Utility Billing

Meter Reader Sr	C	1	1	1	1	1
Meter Reader	B	2	2	2	2	2
TOTALS		3	3	3	3	3

Water Distribution

Service Division Superintendent	I	1	1	1	1	1
Water Distribution Assistant Superintendent	G	1	1	1	1	1
Utilities Crew Chief	E	3	3	3	3	3
Backflow Inspector	E	2	2	2	2	2
Administrative Assistant	D	1	1	1	1	1
Inventory Specialist	D	1	1	1	1	1
Equipment Operator	D	2	2	2	2	2
Utility Service Worker	C	4	4	4	4	4
TOTALS		15	15	15	15	15

Water Treatment Plant

Water Treatment Superintendent	H	1	1	1	1	1
Water Treatment Assistant Superintendent	G	1	1	1	1	1
Water Operator Sr	E	5	5	5	5	5
Water Operator 2	TBD	2	2	2	2	2
Administrative Assistant	D	1	1	1	1	1
Water Operator	D	3	3	3	3	3
TOTALS		13	13	13	13	13

Water Section Totals

31 31 31 31 31

Wastewater Section

Utility Administration

Director	L	1	1	1	1	1
Assistant Director of Operations	J	1	1	1	1	1
Assistant Director of Administration and Policy	J	1	1	1	1	1
GIS Analyst	E	1	1	1	1	1
Administrative Assistant	D	1	1	0	0	0
Administrative Secretary	B	0	0	1	1	1
Utility Inspector	F	3	3	3	3	3
Senior Utility Inspector	G	0	0	1	1	1
Office Manager	F	0	1	1	1	1
Utilities Engineer II	H	1	1	1	1	2
Grounds Worker	B	0	2	2	2	2
TOTALS		9	12	13	13	14

Wastewater Collection

Wastewater Collection Assistant Superintendent	G	1	1	1	1	1
Construction Supervisor	TBD	1	1	1	1	1
TV Truck Sewer Inspector	D	2	2	2	2	2
Maintenance Technician	E	0	0	4	4	4
Utilities Crew Chief	E	4	3	3	3	4
Equipment Operator	D	2	2	2	3	3



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Staffing by Position

Position	Pay Grade	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
		F-T	F-T	F-T	F-T	F-T
Sewer Equipment Technician	D	4	4	4	4	4
Utility Service Worker	C	5	5	5	4	6
TOTALS		19	18	22	22	25

Water Reclamation

Water Reclamation Superintendent	I	1	1	1	1	1
Assistant Water Reclamation Superintendent	G	1	1	1	1	1
Pretreatment Coordinator	F	1	1	1	1	1
Wastewater Operator Sr	E	3	5	5	5	5
Maintenance Technician	E	0	0	1	1	1
Equipment Operator	D	2	2	2	2	2
Wastewater Operator	D	10	8	8	8	8
TOTALS		18	18	19	19	19

Maintenance

Maintenance Supervisor	G - EST	1	1	0	0	0
Maintenance Technician	E	4	4	0	0	0
TOTALS		5	5	0	0	0

WASTEWATER SECTION TOTALS

51 53 54 54 58

Total All Employees, Water & Wastewater

82 84 85 85 89



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Budget - All Divisions

The following table presents the Water, Wastewater and Reclaimed Water divisions of the Water & Wastewater Fund in a composite presentation.

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G (E-C)</u>	<u>H (E/C)</u>
	Actual 2013	Actual 2014	Budget 2015	Estd 2015	Budget 2016	Budget 2017	Difference \$	%
Personnel								
Salaries & Wages	3,128,549	3,252,872	3,820,257	3,591,292	3,891,978	4,021,496	71,721	1.9%
Employee Benefits	1,541,252	1,512,943	1,478,082	1,404,068	1,593,639	1,590,528	115,557	7.8%
Total Personnel	4,669,801	4,765,815	5,298,339	4,995,360	5,485,617	5,612,024	187,278	3.5%
Operations								
Transportation Services	3,936	5,755	5,350	7,753	5,365	5,350	15	0.3%
Operating Services	323,472	416,462	387,260	375,866	405,360	424,261	18,100	4.7%
Notices, Subscriptions, etc.	14,962	17,987	26,600	21,624	26,456	26,450	(144)	-0.5%
Utilities	1,596,686	1,543,096	1,640,280	1,524,641	1,689,572	1,740,424	49,292	3.0%
Contractual Services	243,556	231,778	524,375	630,995	529,500	459,875	5,125	1.0%
Repair & Maintenance Services	480,682	460,808	376,000	343,890	346,732	346,000	(29,268)	-7.8%
Employee programs	2,713	1,223	12,150	2,897	12,150	12,150	-	0.0%
Professional Development/Travel	32,722	31,203	28,400	26,042	28,400	28,400	-	0.0%
Office Supplies	10,758	11,696	11,650	13,265	11,650	11,650	-	0.0%
Operating Supplies	654,172	749,945	677,650	702,856	699,050	716,501	21,400	3.2%
Fuel & Mileage	166,283	158,461	162,700	126,782	147,589	158,569	(15,111)	-9.3%
Supplies for Resale	3,799,487	3,466,520	3,600,000	3,500,000	3,744,000	3,893,760	144,000	4.0%
Machinery & Equipment (<\$25,000)	45,972	80,467	167,582	124,975	174,892	182,565	7,310	4.4%
Repair & Maintenance Supplies	543,983	757,210	395,800	651,031	410,800	410,800	15,000	3.8%
Operational Units	1,953,079	2,000,000	2,187,240	2,187,240	2,205,728	2,316,014	18,488	0.8%
Property & Liability Costs	146,181	222,967	201,372	235,109	201,364	211,432	(8)	0.0%
Rentals	27,085	4,652	5,500	2,358	5,500	5,500	-	0.0%
Financial Fees	46,010	25,266	61,800	26,626	86,800	61,800	25,000	40.5%
Permits	45,180	48,662	55,100	54,641	55,100	55,100	-	0.0%
Debt Service and Lease Payments	1,284,392	1,613,033	1,592,191	1,795,216	1,759,624	1,744,599	167,433	10.5%
Total Operations	11,421,311	11,847,191	12,119,000	12,353,807	12,545,632	12,811,200	426,632	3.5%
Buildings	-	(33,269)	3,675	89	3,859	4,051	184	5.0%
Improvements	1,541,955	2,968,778	3,800,000	4,524,037	3,987,500	4,189,063	187,500	4.9%
Machinery & Equipment (>\$25,000)	63,955	363,395	1,121,650	118,740	1,179,748	1,196,984	58,098	5.2%
Capital	1,605,910	3,298,904	4,925,325	4,642,866	5,171,107	5,390,098	245,782	5.0%
Total Water & Wastewater Fund	17,697,022	19,911,910	22,342,664	21,992,034	23,202,356	23,813,322	859,692	3.8%

Note: Definitions of each category can be found in the appendices.



Water Budget

Section Summary

The Water Section comprises the Water Treatment and Distribution Divisions and the Utility Billing Division. The activities of these divisions are summarized below.

The Water Treatment facility is located on Lewisburg Pike. Staff at the plant perform numerous functions including water treatment, compliance sampling, and assisting Water Distribution service crews with system maintenance and operation.

The Water Distribution service crews maintain approximately 275 miles of distribution lines, six (6) booster stations, and seven (7) finished water reservoirs with a capacity of 11.5 million gallons.

The Utility Billing Division is the interface between the Water Management Department and Revenue Management. The division is responsible for collecting metering data and working with the Water Distribution Division to perform meter repairs, replacements, and to restore or terminate water service.

Section Goals & Strategic Initiatives

The primary goal for the Water Section is to continue to provide safe, reliable drinking water to customers. The Water Section has been working to refine practices and policies to better serve customers including the drafting of revisions to municipal code, review of internal work flow related to customer service requests and work orders and training and educating staff.

A key strategic initiative is the Water Treatment Plant Upgrade project. Bids for the project are to be received on July 22, 2015 to upgrade the facility with advanced treatment technologies to better serve the community. The upgrade to the facility includes installation of membrane filtration, ultraviolet (UV) disinfection and advanced oxidation processes and carbon contactors to address current and future regulatory requirements, taste and odor, lifecycle costs and operational considerations. A construction contract will be presented to the Board of Mayor and Aldermen for consideration in the Fall of 2015 and is scheduled for completion in early 2017.

Coupled with the upgrade project is the reapplication for an aquatic resources alteration permit (ARAP). City staff has been working through this process for over two years and on July 2, 2015 received a new permit. The main permit conditions are similar to the previous permit which includes provisions for withdrawal of up to 20% of flow with a 10 ft³/s cutoff. Additional protective measures in the new permit includes a withdrawal cutoff when the river is below 5 mg/L of dissolved oxygen (DO) as suggested by the City during permit development collaboration with TDEC.

An ongoing project that the Water Section has been working through is leak detection surveys. The department contracted this spring to perform leak detection surveys and has evaluated approximately miles of the distribution system as of June 23, 2015. The surveys to date have identified 128 leaks found in various parts of the system from service lines to water mains and had an estimated daily loss of approximately 93,800 gallons per day. This equates to an annual avoided cost of approximately \$87,300. The department expects to complete the surveys within several weeks.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Water Budget

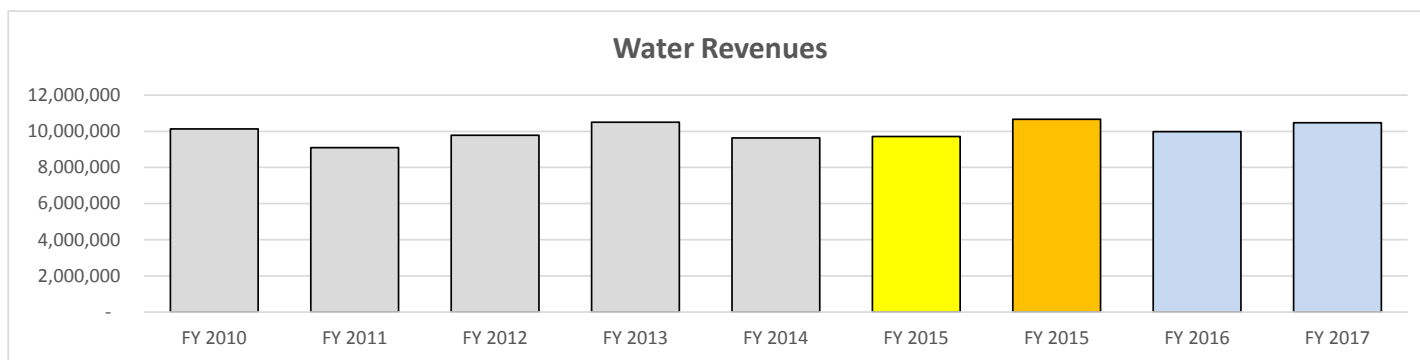
Consumption

The water customer base has witnessed steady growth since FY 2011. The average consumption for both residential and commercial customers has declined significantly over the last decade, with FY 2015 the second lowest total since FY 2007. The table below presents the account information and consumption values (residential and commercial totals) from FY 2007 through FY 2015.

Year	Customer Accounts	Annual Total (Million Gallons)	Monthly Average - Residential and Commercial (Gallons)
FY 07	16,194	1,662	8,553
FY 08	16,360	1,628	8,293
FY 09	16,444	1,576	7,987
FY 10	16,426	1,443	7,321
FY 11	16,454	1,489	7,541
FY 12	16,530	1,508	7,602
FY 13	16,711	1,499	7,475
FY 14	16,918	1,404	6,916
FY 15	17,094	1,436	7,002

Revenues

Rate based revenues for FY 2016-2017 are projected to be at approximately 96% of the budget. The tables below present historic revenue by category FY 2010-FY 2014, estimated for the budgeted and projected revenues for FY 2015 and the projected revenues for FY 2016 & 2017.



	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Est.	FY 2016 Forecast	FY 2017 Forecast
Intergovernmental	2,348,557	179,082	-	(484)	-	-	-	-	-
Interest Income	9,253	16,089	18,726	16,193	7,002	26,431	3,500	5,000	7,500
Rental Income	10,633	26,100	23,273	21,800	24,000	24,000	24,000	24,000	24,000
Sale of Surplus Assets	5,995	11,775	(26,066)	1,660	33,277	-	-	-	-
Customer Service (Rates)	7,302,046	8,691,274	9,252,143	9,182,126	9,293,143	9,396,197	9,387,523	9,721,988	10,213,128
Inspection Fees	55,374	38,738	60,877	73,444	72,422	71,000	71,000	60,000	60,000
Other Service Revenue	38,834	61,640	68,766	105,329	109,136	95,000	95,000	95,000	95,000
Capital Contributions	361,440	71,660	383,203	1,102,508	94,021	100,000	1,084,845	75,000	75,000
Total Water Revenues	10,132,132	9,096,358	9,780,922	10,502,576	9,633,001	9,712,628	10,665,868	9,980,988	10,474,628



Water Budget

Budget Summary

Personnel – There are no proposed staffing changes in the Water Section for FY 2016 or FY 2017. The department does anticipate the need to hire an additional equipment operator in FY 2018. This position will be re-evaluated during the FY 2018 and FY 2019 biennial budget process.

Operations – The largest operations expense in the Water Section continues to be the purchase of finished water. Expenditures on purchased water can fluctuate depending on a number of factors. Some of these factors include Franklin Water Treatment capacities, weather, financial considerations, and water resource conservation efforts. The expenditure for FY 2016 is approximately \$3,744,000.

Indirect expenses also is a large expense item in the Water Section. These expenses include the interfund reimbursement the General Fund for administrative support functions (customer service, utility billing, and other support functions such as Engineering and Human Resources).

Utilities are estimated to be approximately \$235,000 for FY 2016. Electricity is the primary cost, and is necessary for booster pump stations in the distribution system, high service and raw water pumps at the Water Treatment Plant, and other day to day needs. Raw water pumping expenditures has decreased since the rehabilitation work to the reservoir. The Water Section continues to evaluate energy needs and practices to reduce electrical consumption.

Operations Capital – Operations Capital expenditures are related to equipment and vehicles directly related to operations versus system replacement or expansion. The Water Management Department has evaluated the annual cost of replacement of operations capital items based on present day replacement value, anticipated lifecycle, and a projected annual increase in replacement cost of five percent. The department hopes to achieve the following goals by using this approach:

- Provide for adequate funding of operations capital,
- Avoid significant swings in required funding from one budget to another, and
- Provide more stable data in performing cost of service analyses.

This process was applied to operations capital expenditures on machinery and equipment, vehicles, information technology expenditures, and buildings.

In terms of capital projects, the City has been working through the IWRP priority projects established by the BOMA. The key projects in the Water Section include the Water Treatment Plant Upgrade and several distribution projects. The City will be receiving bids for the Water Treatment Plant Upgrade project on July 22, 2015. Upon review and evaluation of the bids, they will be presented to the BOMA for consideration at which time specific funding sources will be established. City staff will start moving forward on the distribution projects in FY 2017.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Budget

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G (E-C)</u>	<u>H (E/C)</u>
	Actual	Actual	Budget	Estd	Budget	Budget	Difference '15 v. '16	
	2013	2014	2015	2015	2016	2017	\$	%
Divisions								
Water Distribution	1,481,779	1,807,883	1,647,410	1,716,750	1,739,136	1,763,555	91,726	5.6%
Water Treatment/Plant	5,246,815	5,164,279	5,096,475	4,976,063	5,266,371	5,444,769	169,896	3.3%
Utility Billing	128,913	161,988	174,411	155,307	167,173	184,076	(7,238)	-4.1%
Water General	1,979,155	1,729,762	2,794,332	2,706,238	2,937,030	2,871,235	142,698	5.1%
Total Water	8,836,662	8,863,912	9,712,628	9,554,357	10,109,710	10,263,634	397,082	4.1%
Expense by Category								
Personnel								
Salaries & Wages	1,159,690	1,296,318	1,340,547	1,324,828	1,371,479	1,407,118	30,932	2.3%
Employee Benefits	519,928	571,838	541,008	503,439	607,859	585,043	66,851	12.4%
Total Personnel	1,679,618	1,868,156	1,881,555	1,828,267	1,979,338	1,992,161	97,783	5.2%
Operations								
Transportation Services	968	2,806	1,600	4,080	1,600	1,600	-	0.0%
Operating Services	11,921	24,648	21,500	19,674	21,600	21,600	100	0.5%
Notices, Subscriptions, etc.	5,307	8,150	9,750	14,254	9,750	9,750	-	0.0%
Utilities	257,522	225,727	228,880	219,967	235,528	242,463	6,648	2.9%
Contractual Services	86,708	104,116	202,125	56,366	214,000	144,125	11,875	5.9%
Repair & Maintenance Services	176,013	158,834	126,000	148,744	96,000	96,000	(30,000)	-23.8%
Employee programs	1,604	472	7,400	1,290	7,400	7,400	-	0.0%
Professional Development/Travel	12,244	17,601	8,900	7,817	8,900	8,900	-	0.0%
Office Supplies	4,906	5,351	4,500	3,550	4,500	4,500	-	0.0%
Operating Supplies	300,441	393,906	305,350	322,475	314,000	322,498	8,650	2.8%
Fuel & Mileage	44,529	40,037	37,700	43,282	34,606	36,230	(3,094)	-8.2%
Supplies for Resale	3,799,487	3,466,520	3,600,000	3,500,000	3,744,000	3,893,760	144,000	4.0%
Machinery & Equipment (<\$25,000)	8,819	66,214	61,325	56,798	63,451	65,684	2,126	3.5%
Repair & Maintenance Supplies	398,898	503,830	229,300	465,047	244,300	244,300	15,000	6.5%
Operational Units	1,033,983	1,058,823	1,157,951	1,157,951	1,167,738	1,226,125	9,787	0.8%
Property & Liability Costs	42,983	76,833	70,721	85,266	75,330	79,097	4,609	6.5%
Rentals	23,526	641	2,000	500	2,000	2,000	-	0.0%
Financial Fees	24,042	12,164	16,800	11,608	41,800	16,800	25,000	148.8%
Permits	31,351	33,222	38,100	7,347	38,100	38,100	-	0.0%
Debt Service and Lease Payments	190,666	209,933	209,821	307,936	309,851	309,828	100,030	47.7%
Total Operations	6,455,918	6,409,828	6,339,723	6,433,952	6,634,454	6,770,759	294,731	4.6%
Buildings	-	(33,269)	2,100	89	2,205	2,315	105	5.0%
Improvements	637,171	575,002	1,300,000	1,261,482	1,300,000	1,300,000	-	0.0%
Machinery & Equipment (>\$25,000)	63,955	44,195	189,250	30,567	193,713	198,398	4,463	2.4%
Capital	701,126	585,928	1,491,350	1,292,138	1,495,918	1,500,713	4,568	0.3%
Total Water Summary	8,836,662	8,863,912	9,712,628	9,554,357	10,109,710	10,263,634	397,082	4.1%

Note: Definitions of each category can be found in the appendices.



Wastewater Budget

Section Summary

The Wastewater Section includes the Wastewater Collection, Water Reclamation, Maintenance, and Utility Administration Divisions.

The City of Franklin operates an activated sludge treatment facility located at 135 Claude Yates Drive. The City of Franklin presently has a National Pollutant Discharge Elimination System Permit (NPDES) for treatment and discharge of twelve (12) million gallons of treated effluent per day. Limits and procedures were incorporated into the NPDES Permit that allows the City of Franklin to operate a reclaimed water network. This Division is facing increasing regulatory constraints from EPA and TDEC in the area of Local Limit Loading Reductions to the Harpeth River and additional Capacity Management Operation Maintenance (CMOM) Initiative requirements. The City is currently operating under an expired NPDES permit, awaiting issuance of new permit from the Tennessee Department of Environment and Conservation (TDEC).



The Wastewater Collection Division is responsible for the operation and maintenance of the wastewater collection system including gravity sewer lines, force main lines and sewage lift stations located throughout the service area. Under this division, there are crews that are assigned to the replacement and extension of the wastewater collection system which collects and transports wastewater to the treatment plant.

Section Goals & Strategic Initiatives

The primary goal for the Wastewater Section is to effectively operate the collection system with no sanitary sewer overflows and to produce high quality effluent water for distribution in the reclaimed water system and discharge to the Harpeth River that meets or exceeds permit requirements. As with the Water Section, the Wastewater Section is enhancing and implementing various programs to improve customer service, regulatory compliance, and overall operations.

The Water Management Department continues to refine operations efforts consistent with components of the EPA's Capacity Management, Operations and Maintenance (CMOM) program. In part, these activities include refinements to documentation and operations, development of a capacity management tool, and design and installation of permanent flow monitors within the collection system. These activities are intended to help monitor the system, reduce sanitary sewer overflows and provide better management tools for the system.

The wastewater collection division continues to perform inspections of the sanitary sewer system to evaluate condition, risk and maintenance needs. This year the division worked with the IT Department to develop a manhole inspection tool and process to help manage the data from ongoing manhole inspections.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Wastewater Budget

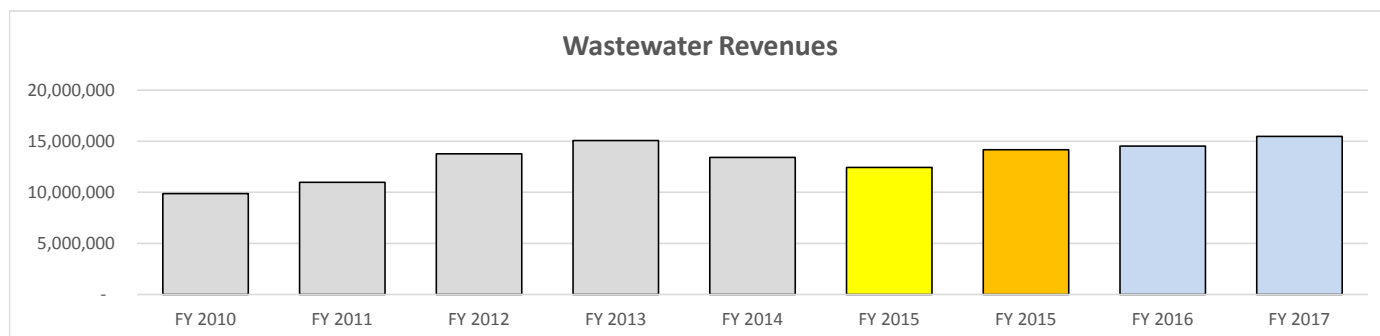
Consumption & Revenues

The sanitary sewer customer base has shown greater signs of growth primarily due to areas within the Mallory Valley and HB&TS Utility Districts.

Year	Customer Accounts	Annual Total (Million Gallons)	Monthly Average - Residential and Commercial (Gallons)
FY 07	16,708	1,582	7,889
FY 08	16,215	1,619	8,323
FY 09	18,617	1,900	8,504
FY 10	19,923	2,068	8,649
FY 11	20,201	2,334	9,627
FY 12	20,646	2,204	8,898
FY 13	21,221	2,332	9,157
FY 14	21,735	2,224	8,528
FY 15	22,601	2,147	7,917

Revenues

Rate based revenues for FY 2016-2017 are projected to be at approximately 98% of the budget. The tables below present historic revenue by category FY 2010-FY 2014, estimated for the budgeted and projected revenues for FY 2015 and the projected revenues for FY 2016 & 2017.



	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Est.	FY 2016 Forecast	FY 2017 Forecast
Intergovernmental	310,677	258,890	42,219	-	-	-	-	-	-
Interest Income	10,058	17,918	46,064	39,658	20,277	82,843	77,000	80,000	70,000
Rental Income	2,800	2,480	-	1,800	2,700	1,800	2,800	2,800	2,800
Sale of Surplus Assets	8,111	22	(152,425)	6,133	-	-	13,714	-	-
Customer Service (Rates)	8,692,758	10,410,071	11,500,187	12,241,583	13,072,915	12,047,735	13,720,304	14,200,515	15,159,049
Inspection Fees	13,028	33,228	32,290	75,298	90,563	75,298	135,000	75,000	75,000
Other Service Revenue	24,400	23,992	31,745	60,610	44,146	66,115	25,000	40,000	40,000
Capital Contributions	810,575	230,628	2,267,716	2,641,148	184,209	160,170	194,000	125,000	125,000
Total Wastewater Revenue	9,872,407	10,977,229	13,767,796	15,066,230	13,414,810	12,433,961	14,167,818	14,523,315	15,471,849



Wastewater Budget

Budget Summary

Personnel – The Water Management Department is requesting the following personnel changes within the Wastewater Section:

- Add one Utility Service Worker – FY 2017,
- Add one Equipment Operator – FY 2017,
- Add one Utility Crew Chief – FY 2017,
- Add one Utilities Engineer (this position would be managed through the Engineering Department and Funded through the Water Management Department) – FY 2017,
- Reconsider the formation of a Maintenance Division and the hiring of a Maintenance Division Supervisor. This concept will be evaluated depending on operational needs during preparation of the FY 2018 budget.

Operations and Maintenance – Operations and maintenance accounts for the largest costs in the Wastewater Section. Utility costs are a large expense item in Wastewater, exceeding \$1,000,000 annually. These costs are associated with aeration of the wastewater for biological processes, pumping, odor control and various other processes and operations.

Indirect Expenses also is a large expense item in the Wastewater Section. As with the Water Section, these expenses include reimbursement to the General Fund for customer service, utility billing, and other support functions such as Engineering and Human Resources.

The FOG (Fats, Oils & Grease) program is an ongoing effort to remove fats, oils and grease from the collection system in order to improve the conveyance and treatment of wastewater. This program has improved the collection system significantly by working with the food service industry to ensure there is adequate FOG removal. This year the department conducted 363 food service industry inspections issuing 43 noncompliance notifications. 37 of these noncompliance issues have been resolved. The department is currently working through resolution of the remaining 6 issues.

The Wastewater Collection Division responded to 14 overflows this fiscal year (less than 4 overflows per 100 miles of collection system per year). The largest overflow volume was 13,500 gallons during the February ice and snow storms. The overflow duration was approximately nine hours due to access issues associated with flooding by the Harpeth River. During that same period as the active overflow, the volume of river flow at the 96E bridge was approximately 124 million gallons which equates to the overflow being 0.01% of the river flow.

Operations Capital – Operations Capital expenditures are related to equipment and vehicles directly related to operations versus system replacement or expansion. The Water Management Department has evaluated the annual cost of replacement of operations capital items based on present day replacement value, anticipated lifecycle, and a projected annual increase in replacement cost of five percent. The department hopes to achieve the following goals by using this approach:

- Provide for adequate funding of operations capital,
- Avoid significant swings in required funding from one budget to another, and
- Provide more stable data in performing cost of service analyses.

This process was applied to operations capital expenditures on machinery and equipment, vehicles, information technology expenditures, and buildings.

Similar to the Water Section, the City has been working through the IWRP priority projects established by the BOMA. The key project in the Wastewater Section is the Water Reclamation Facility Upgrade and Expansion. This project is also proposed to be funded through State Revolving Fund loans through the TDEC. Staff expect to bid this project with bid opening in the fall of 2015. Upon review and evaluation of the bids, staff will present the information to the BOMA for consideration at which time specific funding sources will be established.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Budget

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G (E-C)</u>	<u>H (E/C)</u>
	Actual	Actual	Budget	Estd	Budget	Budget	Difference '15 v. '16	
	2013	2014	2015	2015	2016	2017	\$	%
Divisions								
Wastewater Collection	1,889,878	2,236,032	2,235,533	1,949,949	2,184,709	2,354,820	(50,824)	-2.3%
Wastewater Plant	3,203,225	3,235,158	4,021,131	3,238,469	4,191,527	4,292,736	170,396	4.2%
Utility Administration	633,522	662,152	977,216	922,159	1,007,930	1,012,808	30,714	3.1%
Wastewater General	3,012,231	4,771,530	5,200,081	6,142,049	5,505,650	5,685,251	305,569	5.9%
Total Water	8,738,856	10,904,872	12,433,961	12,252,625	12,889,816	13,345,613	455,855	3.7%
Expense by Category								
Personnel								
Salaries & Wages	1,968,859	1,956,554	2,479,710	2,266,464	2,520,500	2,614,378	40,790	1.6%
Employee Benefits	1,021,324	941,105	937,074	900,629	985,780	1,005,485	48,706	5.2%
Total Personnel	2,990,183	2,897,659	3,416,784	3,167,093	3,506,280	3,619,863	89,496	2.6%
Operations								
Transportation Services	2,968	2,949	3,500	3,673	3,500	3,500	-	0.0%
Operating Services	311,551	391,814	365,760	356,192	383,760	402,661	18,000	4.9%
Notices, Subscriptions, etc.	9,655	9,837	16,750	7,370	16,600	16,600	(150)	-0.9%
Utilities	1,339,152	1,317,357	1,411,350	1,304,666	1,453,991	1,497,911	42,641	3.0%
Contractual Services*	147,125	127,662	322,250	574,629	315,500	315,750	(6,750)	-2.1%
Repair & Maintenance Services	304,669	301,974	238,000	195,146	238,000	238,000	-	0.0%
Employee programs	1,109	751	4,750	1,607	4,750	4,750	-	0.0%
Professional Development/Travel	20,478	13,602	19,500	18,225	19,500	19,500	-	0.0%
Office Supplies	5,852	6,345	7,150	7,831	7,150	7,150	-	0.0%
Operating Supplies	268,361	278,656	272,100	280,258	278,850	285,803	6,750	2.5%
Fuel & Mileage	121,754	118,424	125,000	83,500	112,983	122,339	(12,017)	-9.6%
Supplies for Resale	-	-	-	-	-	-	-	0.0%
Machinery & Equipment (<\$25,000)	37,153	14,253	104,257	68,177	109,441	114,881	5,184	5.0%
Repair & Maintenance Supplies	142,266	248,737	151,000	168,924	151,000	151,000	-	0.0%
Operational Units	919,096	941,177	1,029,289	1,029,289	1,037,990	1,089,890	8,701	0.8%
Property & Liability Costs	103,198	146,134	130,651	149,843	126,034	132,335	(4,617)	-3.5%
Rentals	3,559	4,011	3,500	1,858	3,500	3,500	-	0.0%
Financial Fees	21,968	13,102	45,000	15,018	45,000	45,000	-	0.0%
Permits	13,829	15,440	17,000	47,294	17,000	17,000	-	0.0%
Debt Service and Lease Payments	1,070,146	1,342,012	1,316,395	1,421,305	1,383,798	1,368,796	67,403	5.1%
Total Operations	4,843,889	5,294,237	5,583,202	5,734,804	5,708,347	5,836,366	125,145	2.2%
Buildings	-	-	1,575	-	1,654	1,736	79	5.0%
Improvements	904,784	2,393,776	2,500,000	3,262,555	2,687,500	2,889,063	187,500	7.5%
Machinery & Equipment (>\$25,000)	-	319,200	932,400	88,173	986,035	998,586	53,635	5.8%
Capital	904,784	2,712,976	3,433,975	3,350,728	3,675,189	3,889,385	241,214	7.0%
Total Wastewater	8,738,856	10,904,872	12,433,961	12,252,625	12,889,816	13,345,613	455,855	3.7%

Note: Definitions of each category can be found in the appendices.

Note 2: *Estimated Overage in FY 2015 Contractual Services attributable to legal expenses.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Reclaimed Water

Section Summary

On February 10, 2004, the City of Franklin Board of Mayor and Aldermen officially created the Reclaimed Division through adoption of Title 18, Chapter 4, of the Franklin Municipal Code. With the adoption of Chapter 4, the Water Management Department instituted the enforcement of the State Approved Construction Standards, Regulation and Fee Structures as set forth in the Ordinance. The Reclaimed Water Section produces and distributes water for commercial and residential irrigation use within the City's water service area.



There are no dedicated personnel assigned to this division. Personnel from the Wastewater Collection Division and Water Distribution Division currently maintain the reclaimed water lines and personnel from the Water Reclamation Plant operate and maintain the pumps and sampling stations.

Section Goals & Strategic Initiatives

The primary goal for the Reclaimed Water Section is to distribute high quality effluent water for irrigation needs of customers. In FY 2014 and 2015, the department will focus particularly on metering of reclaimed water. In general, reclaimed water consumption occurs at relatively high volumes as compared to domestic water. In recent years, there have been a number of meters that have been replaced well before the expected lifecycle. Staff will evaluate meter effectiveness in the reclaimed water application to determine if alternative types of meters are more appropriate to ensure meter accuracy and ultimately accurate revenues.

Though reclaimed water is not an essential service, it is imperative that the Department be able to serve the demands for the system. Depending on growth and technical issues, it is anticipated that the existing Long Lane Water Tank (500,000 gallons) will be converted to a reclaimed storage facility in the coming years. Additional storage facilities are being considered using existing Department property.



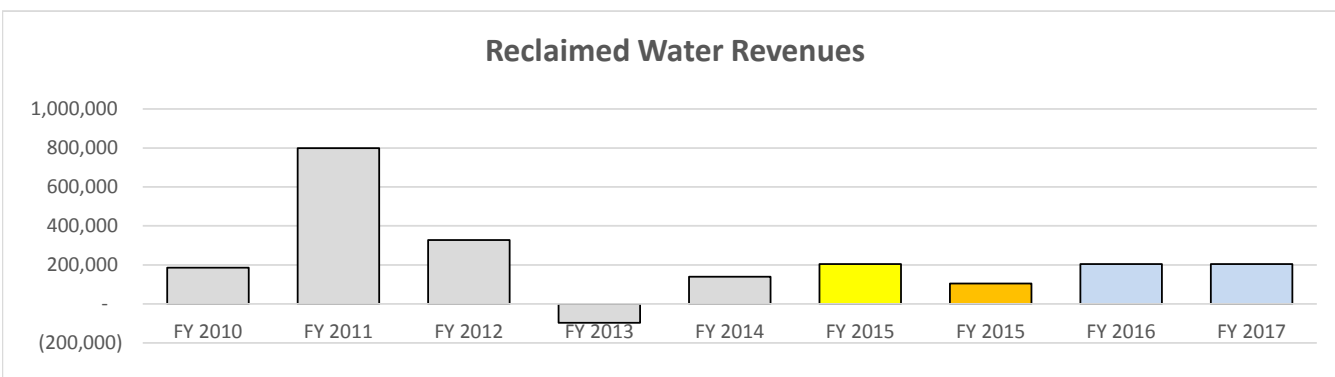
City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Reclaimed Water

Revenues

Rate based revenues for FY 2016-2017 are projected to be at approximately 96% of the budget. The tables below present historic revenue by category FY 2010-FY 2014, estimated for the budgeted and projected revenues for FY 2015 and the projected revenues for FY 2016 & 2017.



	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Budget	FY 2015 Est.	FY 2016 Forecast	FY 2017 Forecast
Intergovernmental	44,580	648,132	178,887	(240,183)	-	-	-	-	-
Interest Income	520	872	1,840	839	170	500	14	500	500
Sale of Surplus Assets	-	-	-	-	-	-	-	-	-
Customer Service (Rates)	140,842	146,237	147,006	135,305	130,570	200,500	87,242	200,500	200,500
Inspection Fees	-	-	-	2,337	-	1,000	-	1,000	1,000
Other Service Revenue	-	-	-	600	333	500	2,387	500	500
Capital Contributions	-	3,780	-	4,234	8,428	2,000	15,000	2,000	2,000
Total Reclaimed Revenues	185,942	799,021	327,733	(96,868)	139,501	204,500	104,643	204,500	204,500



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Budget

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G (E-C)</u>	<u>H (E/C)</u>
	Actual	Actual	Budget	Estd	Budget	Budget	Difference '15 vs. '16	
	2013	2014	2015	2015	2016	2017	\$	%
Personnel								
Salaries & Wages	-	-	-	-	-	-	-	0.0%
Employee Benefits	-	-	-	-	-	-	-	0.0%
Total Personnel	-	-	-	-	-	-	-	0.0%
Operations								
Transportation Services	-	-	250	-	265	250	15	6.0%
Operating Services	-	-	-	-	-	-	-	0.0%
Notices, Subscriptions, etc.	-	-	100	-	106	100	6	6.0%
Utilities	12	12	50	9	53	50	3	6.0%
Contractual Services	9,723	-	-	-	-	-	-	0.0%
Repair & Maintenance Services	-	-	12,000	-	12,732	12,000	732	6.1%
Employee programs	-	-	-	-	-	-	-	0.0%
Professional Development/Travel	-	-	-	-	-	-	-	0.0%
Office Supplies	-	-	-	1,884	-	-	-	0.0%
Operating Supplies	85,370	77,383	100,200	100,123	106,200	108,200	6,000	6.0%
Fuel & Mileage	-	-	-	-	-	-	-	0.0%
Supplies for Resale	-	-	-	-	-	-	-	0.0%
Machinery & Equipment (<\$25,000)	-	-	2,000	-	2,000	2,000	-	0.0%
Repair & Maintenance Supplies	2,819	4,643	15,500	17,060	15,500	15,500	-	0.0%
Operational Units	-	-	-	-	-	-	-	0.0%
Property & Liability Costs	-	-	-	-	-	-	-	0.0%
Rentals	-	-	-	-	-	-	-	0.0%
Financial Fees	-	-	-	-	-	-	-	0.0%
Permits	-	-	-	-	-	-	-	0.0%
Debt Service and Lease Payments	23,580	61,088	65,975	65,975	65,975	65,975	-	0.0%
Total Operations	121,504	143,126	196,075	185,051	202,831	204,075	6,756	3.4%
Capital	-	-	-	-	-	-	-	0.0%
Total Reclaimed Water	121,504	143,126	196,075	185,051	202,831	204,075	6,756	3.4%

Note: Definitions of each category can be found in the appendices.



City of Franklin, Tennessee
FY 2016-2017 Biennial Operating Budget

Reclaimed Water

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Forecast

Section Summary

The Water & Wastewater Fund provides for a five-year forecast of future revenues and planned personnel, operating and capital expenses. This is done to ensure:

- The operations are able to keep up with ever-growing demand within and outside of the City of Franklin;
- Sufficient revenues are raised to ensure that the Water & Wastewater enterprise remains revenue neutral to taxpayers; and,
- Proper capital planning can be achieved.

The City of Franklin regularly has contracted out to industry experts to assist in the evaluation and planning of short-term and long-term rate structures and impact fees for the Water & Wastewater Fund. The last rate study was presented in July 2014 to the Board of Mayor and Aldermen. Through those cost of service studies, the BOMA has adopted a second five-year plan to annually raise rates for both water & wastewater services, 3.5% and 6.75%, respectively. This annual rate increase is designed to achieve two things:

- Ensure sufficient revenue is earned to handle all operations and capital needs (including all planned rate-funded capital, plant process improvements, and distribution and collection systems renewal); and,
- Provide for predictability for ratepayers

Section Goals & Strategic Initiatives

The Water & Wastewater Fund for the City of Franklin, Tennessee has two major new projects which it must plan, build and pay for in the planning horizon of this document; namely, process improvements for both the Water Treatment Plant and the Wastewater Treatment Plant. Guided by the City's new Integrated Water Resource Plan (IWRP), capital needs and resource management are carefully and thoughtfully proposed not just over the planning horizon of this document, but for future generations of Franklin residents.

While it is important to plan for the future, it is always important to remember that forecasts cannot calculate or anticipate all potential changes and needs of future residents. What is known is clear; as Franklin continues to grow and the demands of the community change, costs will not be stagnant. Costs will also gravitate upwards due to inflation pressures and fixed cost increases which are inevitable over time. The challenge is, and will be, to balance the Water and Wastewater needs of the citizens of Franklin with the ratepayers ability to pay.

The ensuing pages provide staffing forecasts, budget requests and anticipated revenue collections from FY 2018-FY 2022.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Staffing by Position

Position	Pay Grade	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
		F-T	F-T	F-T	F-T	F-T

Future needs for staffing of the Water and Wastewater Services for the City of Franklin are forecast to remain essentially unchanged, except for the addition of one Equipment Operator in Water Distribution, beginning in FY 2018.

Water Section - Projected Personnel

Utility Billing

Meter Reader Sr	C	1	1	1	1	1
Meter Reader	B	2	2	2	2	2
TOTALS		3	3	3	3	3

Water Distribution

Service Division Superintendent	I	1	1	1	1	1
Water Distribution Assistant Superintendent	G	1	1	1	1	1
Utilities Crew Chief	E	3	3	3	3	3
Backflow Inspector	E	2	2	2	2	2
Administrative Assistant	D	1	1	1	1	1
Inventory Specialist	D	1	1	1	1	1
Equipment Operator	D	3	3	3	3	3
Utility Service Worker	C	4	4	4	4	4
TOTALS		16	16	16	16	16

Water Treatment Plant

Water Treatment Superintendent	H	1	1	1	1	1
Water Treatment Assistant Superintendent	G	1	1	1	1	1
Water Operator Sr	E	5	5	5	5	5
Water Operator 2	TBD	2	2	2	2	2
Administrative Assistant	D	1	1	1	1	1
Water Operator	D	3	3	3	3	3
TOTALS		13	13	13	13	13

Water Section Totals

32 32 32 32 32

WASTEWATER SECTION - Projected Personnel

Utility Administration

Director	L	1	1	1	1	1
Assistant Director of Operations	J	1	1	1	1	1
Assistant Director of Administration and Policy	J	1	1	1	1	1
GIS Specialist	E	1	1	1	1	1
Administrative Assistant	D	0	0	0	0	0
Administrative Secretary	B	1	1	1	1	1
Utility Inspector	F	3	3	3	3	3
Senior Utility Inspector	G	1	1	1	1	1
Office Manager	F	1	1	1	1	1
Utilities Engineer II	H	2	2	2	2	2
Grounds Worker (Seasonal)	B	2	2	2	2	2
TOTALS		14	14	14	14	14

Wastewater Collection

Wastewater Collection Assistant Superintendent	G	1	1	1	1	1
Construction Supervisor	TBD	1	1	1	1	1



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Staffing by Position

Position	Pay Grade	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
		F-T	F-T	F-T	F-T	F-T

Future needs for staffing of the Water and Wastewater Services for the City of Franklin are forecast to remain essentially unchanged, except for the addition of one Equipment Operator in Water Distribution, beginning in FY 2018.

TV Truck Sewer Inspector	D	2	2	2	2	2
Maintenance Technician	E	0	0	0	0	0
Utilities Crew Chief	E	4	4	4	4	4
Equipment Operator	D	3	3	3	3	3
Sewer Equipment Technician	D	4	4	4	4	4
Utility Service Worker	C	6	6	6	6	6
TOTALS		21	21	21	21	21

Water Reclamation

Water Reclamation Superintendent	I	1	1	1	1	1
Assistant Water Reclamation Superintendent	G	1	1	1	1	1
Pretreatment Coordinator	F	1	1	1	1	1
Wastewater Operator Sr	E	5	5	5	5	5
Maintenance Technician	E	0	0	0	0	0
Equipment Operator	D	2	2	2	2	2
Wastewater Operator	D	8	8	8	8	8
TOTALS		18	18	18	18	18

Maintenance

Maintenance Supervisor	G - EST	1	1	1	1	1
Maintenance Technician	E	4	4	4	4	4
TOTALS		5	5	5	5	5

WASTEWATER SECTION TOTALS

58 58 58 58 58

Total All Employees, Water & Wastewater

90 90 90 90 90



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Forecasts

	Budget 2018	Budget 2019	Budget 2020	Budget 2021	Budget 2022
Water					
Revenues					
Interest Income	\$ 10,000	\$ 12,500	\$ 15,000	\$ 17,500	\$ 20,000
Rental Income	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
Sale of Surplus Assets	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money & Property	\$ 34,000	\$ 36,500	\$ 39,000	\$ 41,500	\$ 44,000
Customer Service	\$ 10,157,310	\$ 10,612,816	\$ 10,925,072	\$ 11,243,573	\$ 11,468,445
Penalties	\$ 266,000	\$ 266,000	\$ 266,000	\$ 266,000	\$ 266,000
Service Charges	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Inspection Fees	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000
Other Service Revenue	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000
Customer Service	\$ 10,759,310	\$ 11,214,816	\$ 11,527,072	\$ 11,845,573	\$ 12,070,445
Contributions from Developer					
Installation Fee	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Capital Contributions	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Available Funds	\$ 10,893,310	\$ 11,351,316	\$ 11,666,072	\$ 11,987,073	\$ 12,214,445
Expenses					
Personnel	\$ 2,054,493	\$ 2,139,188	\$ 2,232,110	\$ 2,327,090	\$ 2,440,982
Operations	\$ 7,031,632	\$ 7,151,948	\$ 7,382,558	\$ 7,679,344	\$ 7,962,983
Capital	\$ 1,505,749	\$ 1,711,037	\$ 1,716,588	\$ 1,722,417	\$ 1,803,538
Total Water	\$ 10,591,874	\$ 11,002,173	\$ 11,331,256	\$ 11,728,851	\$ 12,207,503
Surplus/(Deficit)	\$ 301,435	\$ 349,143	\$ 334,816	\$ 258,222	\$ 6,942

*More detail on Forecast years can be found in the Appendices Section.

Water Forecast

The five-year forecast for Water Services maintains current service levels and rate increases. The forecast shows the generation of an annual surplus of between \$250,000 to \$350,000 through FY 2021. This amount will fund costs of the projects identified through the Integrated Water Resource Plan. The FY 2018 through FY 2022 revenues are based on revenue requirements projected during the cost of service analyses and include debt service associated with the priority water distribution projects as approved by the BOMA (starting in 2018) and debt service associated with the Water Treatment Plant Upgrade (starting in 2017). Detail on rate funded capital can be found in the Appendices section.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Forecasts

	Budget 2018	Budget 2019	Budget 2020	Budget 2021	Budget 2022
Wastewater					
Revenues					
Interest Income	\$ 80,000	\$ 90,000	\$ 100,000	\$ 110,000	\$ 120,000
Rental Income	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
Sale of Surplus Assets	\$ -	\$ -	\$ -	\$ -	\$ -
Use of Money & Property	\$ 81,800	\$ 91,800	\$ 101,800	\$ 111,800	\$ 121,800
Customer Service	\$ 16,182,285	\$ 17,274,589	\$ 17,620,081	\$ 17,972,483	\$ 18,331,933
Inspection Fees	\$ 75,298	\$ 75,298	\$ 75,298	\$ 75,298	\$ 75,298
Other Service Revenue	\$ 66,115	\$ 66,115	\$ 66,115	\$ 66,115	\$ 66,115
Customer Service	\$ 16,323,698	\$ 17,416,002	\$ 17,761,494	\$ 18,113,896	\$ 18,473,346
Contributions from Developer					
Contributions Other					
Installation Fee	\$ 160,170	\$ 160,170	\$ 160,170	\$ 160,170	\$ 160,170
Capital Contributions	\$ 160,170	\$ 160,170	\$ 160,170	\$ 160,170	\$ 160,170
Available Funds	\$ 16,565,668	\$ 17,667,972	\$ 18,023,464	\$ 18,385,866	\$ 18,755,316
Expenses					
Personnel	\$ 3,727,611	\$ 3,838,634	\$ 3,953,037	\$ 4,070,917	\$ 4,202,588
Operations	\$ 5,955,090	\$ 6,097,493	\$ 6,200,919	\$ 6,327,614	\$ 6,471,757
Capital	\$ 4,176,417	\$ 4,441,529	\$ 4,747,072	\$ 5,074,153	\$ 5,264,948
Total Wastewater	\$ 13,859,119	\$ 14,377,657	\$ 14,901,028	\$ 15,472,684	\$ 15,939,293
Surplus/(Deficit)	\$ 2,706,550	\$ 3,290,316	\$ 3,122,436	\$ 2,913,182	\$ 2,816,023

*More detail on Forecast years can be found in the Appendices Section.

Wastewater Forecast

The five-year forecast for Wastewater Services maintains current service levels and rate increases. The forecast shows the generation of at least \$2.7 million annually in surplus. This amount will fund costs of the projects identified through the Integrated Water Resource Plan. The FY 2018 through FY 2022 revenues are based on revenue requirements projected during the cost of service analyses and include debt service associated with the priority water distribution projects as approved by the BOMA (starting in 2018) and debt service associated with the Wastewater Treatment Plant Upgrade (starting in 2017). Detail on rate funded capital can be found in the Appendices section.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Forecasts

	Budget 2018	Budget 2019	Budget 2020	Budget 2021	Budget 2022
Reclaimed Water					
Revenues					
Interest Income	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Use of Money & Property	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Customer Service	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Penalties	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Inspection Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Other Service Revenue	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Customer Service	\$ 202,000	\$ 202,000	\$ 202,000	\$ 202,000	\$ 202,000
Instalation Fee	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Capital Contributions	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Available Funds	\$ 204,500	\$ 204,500	\$ 204,500	\$ 204,500	\$ 204,500
Expenses					
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations	\$ 206,075	\$ 209,075	\$ 212,075	\$ 148,100	\$ 150,100
Capital	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reclaimed Water	\$ 206,075	\$ 209,075	\$ 212,075	\$ 148,100	\$ 150,100
Surplus/(Deficit)	\$ (1,575)	\$ (4,575)	\$ (7,575)	\$ 56,400	\$ 54,400

**More detail on Forecast years can be found in the Appendicies Section.*

Reclaimed Water Forecast

The five-year forecast for Reclaimed Water Services maintains current service levels and rates. The forecast shows small deficits in FY 2018 through FY 2020, but surpluses in FY 2021 and FY 2022.



Appendices

Water Forecast Detail - FY 2018-2022
Wastewater Forecast Detail - FY 2018-2022
Reclaimed Water Forecast Detail - FY 2018-2022
Capital Projects Detail - FY 2018-2022
Chart of Accounts Definitions



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Budget

	Budget 2018	Budget 2019	Budget 2020	Budget 2021	Budget 2022
Divisions					
Water Distribution	1,805,294	1,861,299	1,923,825	1,986,466	2,048,928
Water Treatment/Plant	5,644,221	5,858,915	6,082,831	6,316,423	6,574,195
Utility Billing	189,403	194,934	200,579	206,926	216,718
Water General	2,952,956	3,087,025	3,124,021	3,219,036	3,367,662
Total Water	10,591,874	11,002,173	11,331,256	11,728,851	12,207,503
Expense by Category					
Personnel					
Salaries & Wages	1,448,251	1,490,649	1,534,258	1,579,206	1,635,324
Employee Benefits	606,242	648,539	697,852	747,884	805,658
Total Personnel	2,054,493	2,139,188	2,232,110	2,327,090	2,440,982
Operations					
Transportation Services	1,600	1,600	1,600	1,600	1,600
Operating Services	21,600	21,600	21,600	21,600	21,600
Notices, Subscriptions, etc.	9,750	9,750	9,750	9,750	9,750
Utilities	249,603	256,957	264,534	272,338	280,376
Contractual Services	164,125	159,125	134,125	164,125	169,125
Repair & Maintenance Services	96,000	96,000	96,000	96,000	96,000
Employee programs	7,400	7,400	7,400	7,400	7,400
Professional Development/Travel	8,900	8,900	8,900	8,900	8,900
Office Supplies	4,500	4,500	4,500	4,500	4,500
Operating Supplies	331,250	340,265	349,550	359,114	368,965
Fuel & Mileage	37,930	39,714	41,582	44,029	46,618
Supplies for Resale	4,049,510	4,211,491	4,379,950	4,555,148	4,737,354
Machinery & Equipment (<\$25,000)	68,028	70,490	73,073	75,787	78,636
Repair & Maintenance Supplies	244,300	244,300	244,300	244,300	244,300
Operational Units	1,287,431	1,226,125	1,287,431	1,351,803	1,419,393
Property & Liability Costs	83,051	87,204	91,564	96,142	100,949
Rentals	2,000	2,000	2,000	2,000	2,000
Financial Fees	16,800	16,800	16,800	16,800	16,800
Permits	38,100	38,100	38,100	38,100	38,100
Debt Service and Lease Payments	309,754	309,628	309,799	309,909	310,616
Total Operations	7,031,632	7,151,948	7,382,558	7,679,344	7,962,983
Buildings	2,431	2,553	2,680	2,814	2,955
Improvements	1,300,000	1,500,000	1,500,000	1,500,000	1,575,000
Machinery & Equipment (>\$25,000)	203,318	208,484	213,908	219,603	225,584
Capital	1,505,749	1,711,037	1,716,588	1,722,417	1,803,538
Total Water Forecast	10,591,874	11,002,173	11,331,256	11,728,851	12,207,503



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Budget

	Budget 2018	Budget 2019	Budget 2020	Budget 2021	Budget 2022
Divisions					
Wastewater Collection	2,425,882	2,496,657	2,569,971	2,645,930	2,739,245
Wastewater Plant	4,440,514	4,594,033	4,753,533	4,919,252	5,084,932
Utility Administration	1,012,808	1,063,372	1,074,216	1,106,370	1,139,538
Wastewater General	5,929,351	6,212,751	6,471,154	6,767,964	6,950,905
Total Water	13,808,554	14,366,813	14,868,874	15,439,517	15,914,620

Expense by Category					
Personnel					
Salaries & Wages	2,691,099	2,770,122	2,851,516	2,935,352	3,007,311
Employee Benefits	1,036,512	1,068,512	1,101,521	1,135,565	1,195,277
Total Personnel	3,727,611	3,838,634	3,953,037	4,070,917	4,202,588

Operations					
Transportation Services	3,500	3,500	3,500	3,500	3,500
Operating Services	422,505	443,342	465,222	488,195	512,317
Notices, Subscriptions, etc.	16,600	16,600	16,600	16,600	16,600
Utilities	1,543,145	1,589,746	1,637,734	1,687,167	1,738,077
Contractual Services	316,000	323,250	306,500	308,750	309,000
Repair & Maintenance Services	238,000	238,000	238,000	238,000	238,000
Employee programs	4,750	4,750	4,750	4,750	4,750
Professional Development/Travel	19,500	19,500	19,500	19,500	19,500
Office Supplies	7,150	7,150	7,150	7,150	7,150
Operating Supplies	292,964	300,339	307,937	315,762	323,822
Fuel & Mileage	130,060	135,252	140,663	146,305	152,187
Supplies for Resale	2	3	4	5	6
Machinery & Equipment (<\$25,000)	120,596	126,596	132,896	139,511	146,456
Repair & Maintenance Supplies	151,000	151,000	151,000	151,000	151,000
Operational Units	1,144,384	1,201,603	1,261,683	1,324,767	1,391,006
Property & Liability Costs	138,951	145,898	153,192	160,851	168,892
Rentals	3,500	3,500	3,500	3,500	3,500
Financial Fees	45,000	45,000	45,000	45,000	45,000
Permits	17,000	17,000	17,000	17,000	17,000
Debt Service and Lease Payments	1,340,485	1,325,467	1,289,092	1,250,307	1,224,002
Total Operations	5,955,092	6,097,496	6,200,923	6,327,619	6,471,763

Buildings	1,823	1,914	2,010	2,111	2,216
Improvements	3,105,742	3,338,673	3,589,073	3,858,254	4,000,000
Machinery & Equipment (>\$25,000)	1,068,852	1,100,942	1,155,989	1,213,789	1,262,732
Capital	4,176,417	4,441,529	4,747,072	5,074,153	5,264,948

Total Wastewater	13,859,121	14,377,660	14,901,032	15,472,689	15,939,299
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City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Budget

	Budget 2018	Budget 2019	Budget 2020	Budget 2021	Budget 2022
Personnel					
Salaries & Wages					
Employee Benefits					
Total Personnel	-	-	-	-	-
Operations					
Transportation Services	250	250	250	250	250
Operating Services	-	-	-	-	-
Notices, Subscriptions, etc.	100	100	100	100	100
Utilities	50	50	50	50	50
Contractual Services	-	-	-	-	-
Repair & Maintenance Services	12,000	12,000	12,000	12,000	12,000
Employee programs	-	-	-	-	-
Professional Development/Travel	-	-	-	-	-
Office Supplies	-	-	-	-	-
Operating Supplies	110,200	113,200	116,200	118,200	120,200
Fuel & Mileage	-	-	-	-	-
Supplies for Resale	-	-	-	-	-
Machinery & Equipment (<\$25,000)	2,000	2,000	2,000	2,000	2,000
Repair & Maintenance Supplies	15,500	15,500	15,500	15,500	15,500
Operational Units	-	-	-	-	-
Property & Liability Costs	-	-	-	-	-
Rentals	-	-	-	-	-
Financial Fees	-	-	-	-	-
Permits	-	-	-	-	-
Debt Service and Lease Payments	65,975	65,975	65,975	-	-
Total Operations	206,075	209,075	212,075	148,100	150,100
Capital	-	-	-	-	-
Total Reclaimed Water	206,075	209,075	212,075	148,100	150,100



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Capital

The lists below detail the proposed rate funded capital projects for the Water & Wastewater Fund. These projects, and the order they are proposed in, stem from the City's Integrated Water Resource Plan and are based on operational need for renewal. Projects identified herein are subject to change as infrastructure demands, needs or change. Additional Capital investment, namely process improvements for the respective Water & Wastewater treatment plants, is not shown on these lists and should be considered in addition to the cost totals shown below.

WATER SECTION CIPs	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Project Cost
Adams Street Water Line Replacement	\$ -	\$ 30,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 280,000
Advanced Metering Infrastructure	\$ 252,450	\$ 553,100	\$ 553,100	\$ 476,915	\$ -	\$ -	\$ -	\$ 1,835,565
Alicia Drive Water Line Replacement; Battle Avenue to Fiquers Water Line	\$ -	\$ -	\$ -	\$ -	\$ 61,000	\$ -	\$ -	\$ 61,000
Battle Avenue Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ 625,000	\$ -	\$ -	\$ 625,000
Bobby Drive Water Line; 4,200 LF 6"	\$ 45,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515,000
Buckworth Water Line Church Street; Water Line	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,000	\$ -	\$ 56,000
Upgrade (6") from 3rd Ave to 5th Avenue	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
East View Circle; Entire Water Line	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
Forrest Street Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Fourth Avenue South; South Margin to End of Street to Berry Circle	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000
Gist Street Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
Glass Lane Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -	\$ 175,000
James and Avondale Water	\$ 530,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540,000
Lee Drive Water Line Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,000	\$ -	\$ 19,000
Lewisburg Pike Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
Liberty Pike Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
Manley Lane Dead End Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ 175,000
Morningside Drive Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
Murfreesboro Road; South Margin to Ralston Lane; Water Line Replacement	\$ -	\$ -	\$ -	\$ 870,000	\$ -	\$ -	\$ -	\$ 870,000
Old Carters Creek Pike; Downs Boulevard to Approximately Incinerator Road	\$ 463,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000
Old Hillsboro Road Water Line	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Scruggs Avenue; Entire Length Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000	\$ -	\$ 105,000
South Margin; 1st Ave to 5th Ave; Water	\$ -	\$ -	\$ 265,000	\$ -	\$ -	\$ -	\$ -	\$ 265,000
Thompson Alley Water Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ 175,000
Water Line Replacement 96W from 11th Avenue to Glass Lane	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
West End Circle Water Line Replacement (East 2" Line);	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Remove 2" Cross Country West Main Street Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 3,600,000
Rate Funded Capital Budget - Unassigned	\$ 9,550	\$ 161,900	\$ 61,900	\$ 153,085	\$ 239,000	\$ 145,000	\$ 1,000,000	\$ 1,770,435
PLANNED RENEWAL TOTAL	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,575,000	\$ 13,257,000



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Capital

The lists below detail the proposed rate funded capital projects for the Water & Wastewater Fund. These projects, and the order they are proposed in, stem from the City's Integrated Water Resource Plan and are based on operational need for renewal. Projects identified herein are subject to change as infrastructure demands, needs or change. Additional Capital investment, namely process improvements for the respective Water & Wastewater treatment plants, is not shown on these lists and should be considered in addition to the cost totals shown below.

WASTEWATER SECTION CIPs	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Project Cost
96W Sanitary Sewer Rehab	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Adams Street Sanitary Sewer Replacement	\$ -	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
Berry Circle Sanitary Sewer Lining	\$ -	\$ -	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ 33,000
Buckworth Sanitary Sewer Relining	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,000	\$ -	\$ 53,000
Church Street; Sanitary Sewer Replacement from 3rd Ave to 5th Avenue	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Curd Branch and Watson Branch Interceptor Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,000
East View Circle Sanitary Sewer; Northern Leg	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Evans Street Sanitary Sewer; East Fowlkes to 5th Avenue Sanitary Sewer Line Replacement	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Fieldstone Farms Pump Station No 1 Rehab	\$ 1,194,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,818,848
Forrest Crossing No. 1 Pump Station Rehabilitation	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Forrest Street Sanitary Sewer Line Replacement	\$ -	\$ -	\$ -	\$ -	\$ 66,000	\$ -	\$ -	\$ 66,000
Frazier Drive Rehab	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Holiday Court Pump Station Rehabilitation	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
James and Avondale Sanitary Sewer	\$ 685,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 695,000
Johnson Elementary School Sanitary Sewer Line Replacement	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,000
North Petway Sewer Improvements	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Sanitary Sewer Line Replacement on West Fowlkes Street	\$ -	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ 225,000
Sanitary Sewer Replacement Behind New Hope Academy	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Sanitary Sewer Replacement Between Strahl Street and West Fowlkes Street	\$ -	\$ -	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000
Sanitary Sewer Replacement South Margin; 1st Ave to 5th Ave;	\$ -	\$ 235,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235,000
South Prong Sanitary Sewer Upgrade	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000	\$ -	\$ -	\$ 3,100,000
South Royal Oaks Forcemain Replacement	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Spencer Creek at Franklin Road Sewer	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 590,000
Water Reclamation Facility Access Road	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
West Main Street Sanitary Sewer	\$ -	\$ 500,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 4,500,000
Rate Funded Capital Budget - Unassigned	\$ 53,500	\$ 174,063	\$ 262,742	\$ 1,338,673	\$ 423,073	\$ 3,805,254	\$ 4,000,000	\$ 10,057,305
PLANNED RENEWAL TOTAL	\$ 2,687,500	\$ 2,889,063	\$ 3,105,742	\$ 3,338,673	\$ 3,589,073	\$ 3,858,254	\$ 4,000,000	\$ 23,468,305



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Appendix – Chart of Account Definitions

The budget is presented in a format showing expenditure classifications within the three (3) major categories: Personnel, Operations, and Capital. The following classifications are an abbreviated list of the City's complete Chart of Accounts. Further detail is available from the City's Finance Office. These categories provide definitions of the classifications used within departmental and divisional budgets within each fund.

The classifications budgeted under Personnel are:

81100 SALARIES & WAGES

Amounts paid to both permanent and temporary City employees, including personnel substituting for those in permanent positions. This category includes gross salary for personal services rendered while on the payroll of the City.

81400 EMPLOYEE BENEFITS

Amounts paid by the City on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, although not paid directly to employees, are part of the cost of personal services.

The classifications budgeted under Operations are:

82100 TRANSPORTATION CHARGES

Charges for transport services needed for City operations

82200 OPERATING SERVICES

Services necessary for the ongoing operations of the City.

82300 NOTICES, SUBSCRIPTIONS, PUBLICITY

Costs incurred by City for public notices, dues and subscriptions, promotion, elections, and surveys.

82400 UTILITIES

Expenditures for energy, including gas, oil, coal, gasoline, and services received from public or private utility companies.

82500 CONTRACTUAL SERVICES

Amounts paid for services rendered by organizations or personnel not on the payroll of the City. Although a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

82600 REPAIR & MAINTENANCE SERVICES

Expenditures for repair and Maintenance services not provided directly by City personnel.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Appendix – Chart of Account Definitions

82700	EMPLOYEE PROGRAMS Primarily administered by Human Resources, these are programs established for employee development.
82800	PROFESSIONAL DEVELOPMENT / TRAVEL Expenditures for transportation, meals, hotel, and other expenses associated with staff travel for the City. Payments for per diem in lieu of reimbursements for subsistence (room and board) also are charged here.
83100	OFFICE SUPPLIES Costs incurred for various office supplies, décor items, benevolence items, and business meals and refreshments.
83200	OPERATING SUPPLIES Amounts paid for items that are consumed or deteriorated through use or that lose their identity through fabrication or incorporation into different or more complex units or substances.
83300	FUEL & MILEAGE (NON-TRAVEL) Costs of operating vehicles on duty.
83400	SUPPLIES PURCHASED FOR RESALE Supplies purchased for use in providing City services. In the case of Water & Sewer, this includes water purchased from the Harpeth Valley Utility District.
83500	EQUIPMENT (<\$25,000) Equipment used with an item cost under \$25,000. To distinguish from supplies, equipment usually has a power source: electrical, battery, fuel, etc.
83600	REPAIR & MAINTENANCE PARTS & SUPPLIES Expenditures for supplies for repair and maintenance services provided directly by City personnel.
84000	OPERATIONAL UNITS Costs incurred by departments for specific operational units or activities. In the case of Water & Wastewater, this includes Interfund Transfers to the General Fund (transfers for administrative services provided by the General fund for administration, finance, human resources, etc.)
85100	PROPERTY & LIABILITY COSTS Property and liability costs.
85200	RENTALS Costs for renting or leasing land, buildings, equipment, and vehicles.



City of Franklin, Tennessee

FY 2016-2017 Biennial Operating Budget

Appendix – Chart of Account Definitions

85300 PERMITS & FEES
Costs incurred by City for necessary permits and fees.

85500 FINANCIAL FEES
Costs incurred related to financial operations.

85900 OTHER BUSINESS EXPENSES
Business-related expenditures not classified elsewhere.

86000 DEBT SERVICE
Costs incurred by City for outstanding debt.

The expenditure classifications budgeted under Capital are:

89100 LAND
This includes cost for land and easements acquired for Capital projects.

89200 BUILDINGS
Includes costs for buildings acquired, building design & construction and various building improvements greater than \$25,000 that adds new capacity to a existing building or extends the estimated useful life of an existing building.

89300 IMPROVEMENTS
Expenditures for acquiring improvements not associated with buildings (such as Parks & Recreation Facilities & Distribution Systems)

89400 INFRASTRUCTURE
Includes costs of improving drainage, streets, adding, improving, and replacing curb and gutter, adding or improving gateway enhancement and streetscape, improving bridges and tunnels, adding or improving sidewalks, acquiring and installing traffic signals and installing or improving streetlights.

89500 MACHINERY & EQUIPMENT (>\$25,000)
Expenditures for the initial, additional and replacement items of equipment such as machinery, furniture and fixtures, and vehicles.



HISTORIC
FRANKLIN
TENNESSEE



City of Franklin, Tennessee
FY 2016 and FY 2017 Operating Budget Request

Water Management

Mark Hilty, Director



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request **Water Management**

Outline

- Purpose of Department**
- Organization Chart**
- Base Budget Request**
 - Personnel**
 - Operations**
 - Capital**
- Program Enhancements**
- Summary**



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request **Water Management**

Purpose of Department

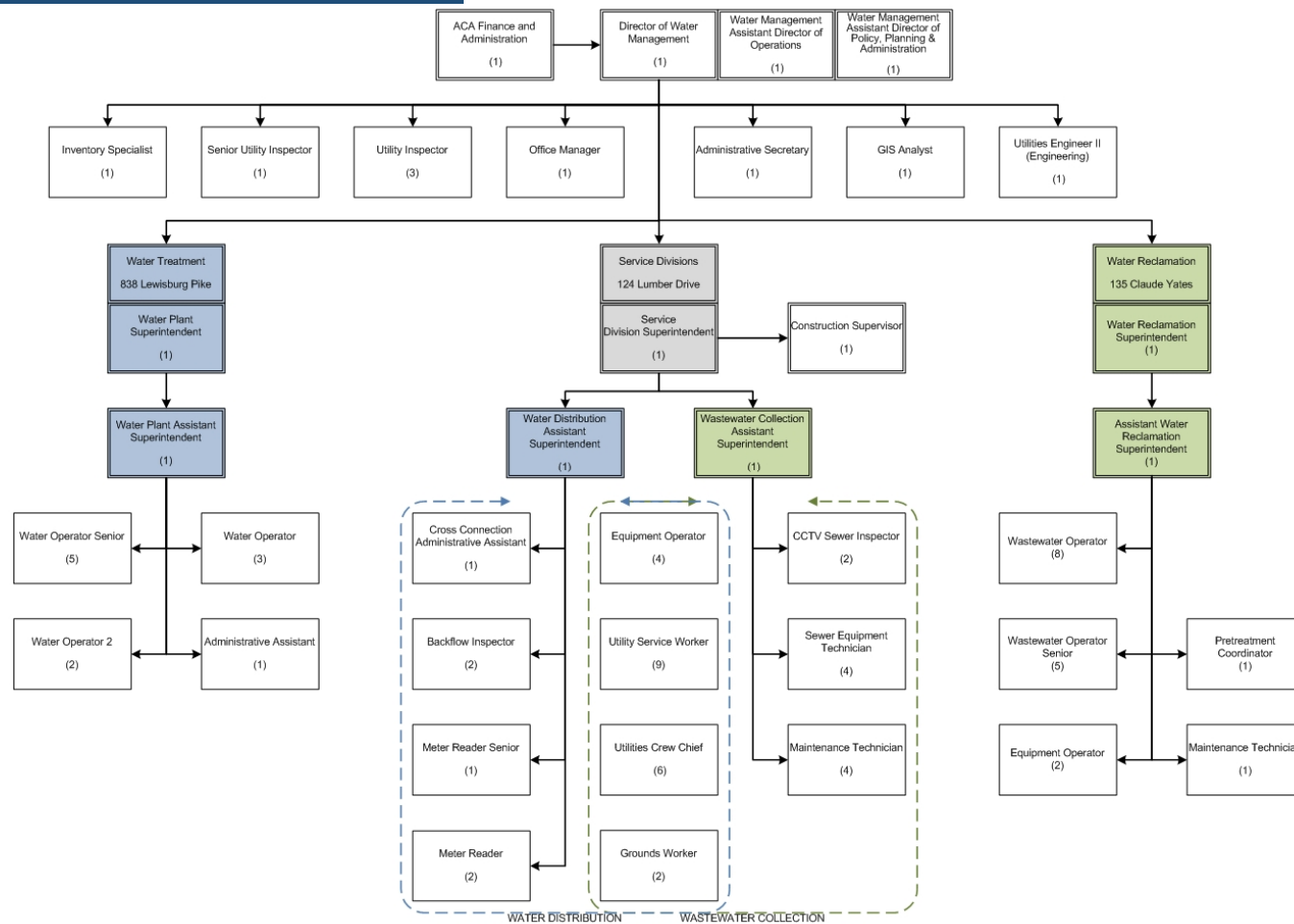
The Water Management Department's vision, in support of the City's vision statement, is to continually strive to enhance quality of life through exceptional, responsive, and cost effective water resources services. These services include drinking water treatment and distribution, wastewater collection and treatment, and reclaimed water distribution for customers located primarily in the City of Franklin.



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Organization Chart





City of Franklin, Tennessee - FY 2016 & 2017 Budget Request **Water Management**

Base Budget Request: Personnel – FY 2015

The Water Management Department experienced 39 personnel changes in FY 2015 including 3 voluntary demotions, 11 hires, 15 promotions, 7 resignations and 3 retirements. Training remained a focus with 10 staff receiving a license or professional certification.

Professional Certification/License	No.
Commercial Drivers License	1
Backflow Inspection and Testing Certification	3
Wastewater Collection Grade II	2
Water Distribution Grade II	2
Water Treatment Grade IV	1
TAUD Administrative Professional Certification	1



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request **Water Management**

Base Budget Request: Personnel – FY 2016 and FY 2017

The base personnel request for FY 2016 and 2017 is 85 budgeted positions. Budgeted positions include 54 staff members in the Wastewater Section and 31 staff members in the Water Section.

Budget Document Pages 8 – 9



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Base Budget Request: Operations

	2013	2014	2015		2016	2017	2015 v. 2016	
	Actual	Actual	Budget	Estimated	Budget	Budget	\$	%
Beginning Balance	7,268,534	15,043,450	18,318,852	18,318,852	21,265,147	22,771,594		
Revenues	25,471,938	23,187,312	22,351,089	24,938,329	24,708,803	26,150,977	2,357,714	10.5%
Expenses								
Water	8,836,662	8,863,912	9,712,628	9,554,357	10,109,710	10,263,634	397,082	4.1%
Wastewater	8,738,856	10,904,872	12,433,961	12,252,625	12,889,816	13,345,613	455,855	3.7%
Reclaimed	121,504	143,126	196,075	185,051	202,831	204,075	6,756	3.4%
Expenses	17,697,022	19,911,910	22,342,664	21,992,034	23,202,356	23,813,322	859,692	3.8%
Ending Balance	15,043,450	18,318,852	18,327,277	21,265,147	22,771,594	25,109,249		

Budget Document Page 3



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Base Budget Request: Capital

	<u>A</u> Actual 2013	<u>B</u> Actual 2014	<u>C</u> Budget 2015	<u>D</u> Estd 2015	<u>E</u> Budget 2016	<u>F</u> Budget 2017	<u>G (E-C)</u> Difference '15 v. '16 \$	<u>H (E/C)</u> %
Wastewater Section								
Buildings	\$ -	\$ -	\$ 1,575	\$ -	\$ 1,654	\$ 1,736	\$ 79	5.0%
Improvements	\$ 904,784	\$ 2,393,776	\$ 2,500,000	\$ 3,262,555	\$ 2,687,500	\$ 2,889,063	\$ 187,500	7.5%
Machinery & Equipment (>\$25,000)	\$ -	\$ 319,200	\$ 932,400	\$ 88,173	\$ 986,035	\$ 998,586	\$ 53,635	5.8%
Capital	\$ 904,784	\$ 2,712,976	\$ 3,433,975	\$ 3,350,728	\$ 3,675,189	\$ 3,889,385	\$ 241,214	7.0%

	<u>A</u> Actual 2013	<u>B</u> Actual 2014	<u>C</u> Budget 2015	<u>D</u> Estd 2015	<u>E</u> Budget 2016	<u>F</u> Budget 2017	<u>G (E-C)</u> Difference '15 v. '16 \$	<u>H (E/C)</u> %
Water Section								
Buildings	\$ -	\$ (33,269)	\$ 2,100	\$ 89	\$ 2,205	\$ 2,315	\$ 105	5.0%
Improvements	\$ 637,171	\$ 575,002	\$ 1,300,000	\$ 1,261,482	\$ 1,300,000	\$ 1,300,000	\$ -	0.0%
Machinery & Equipment (>\$25,000)	\$ 63,955	\$ 44,195	\$ 189,250	\$ 30,567	\$ 193,713	\$ 198,398	\$ 4,463	2.4%
Capital	\$ 701,126	\$ 585,928	\$ 1,491,350	\$ 1,292,138	\$ 1,495,918	\$ 1,500,713	\$ 4,568	0.3%

Budget Document Pages 14 & 18, and 33-34



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request **Water Management**

Program Enhancement Requests - Personnel

FY 2017 – Wastewater Section:

Addition of one crew in the Wastewater Section including 1 Utility Service Worker, 1 Equipment Operator and 1 Utility Crew Chief. The Utility Crew Chief had been previously budgeted in FY 2013 and prior years however work load at the time did not warrant the position.

FY 2017 – Wastewater Section:

Consideration of 1 additional Utilities Engineer. This request will be evaluated during the budget amendment process for FY 2017

Budget Document Pages 8-9



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request **Water Management**

Program Enhancement Requests - Personnel

FY 2018 – Wastewater Section:

Consideration to the formation of a Maintenance Division to be evaluated during preparation of the FY 2018 budget.

FY 2018 – Water Section:

Anticipate 1 additional Equipment Operator which will be evaluated during preparation of the FY 2018 budget.

Budget Document Pages 24-25



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Summary

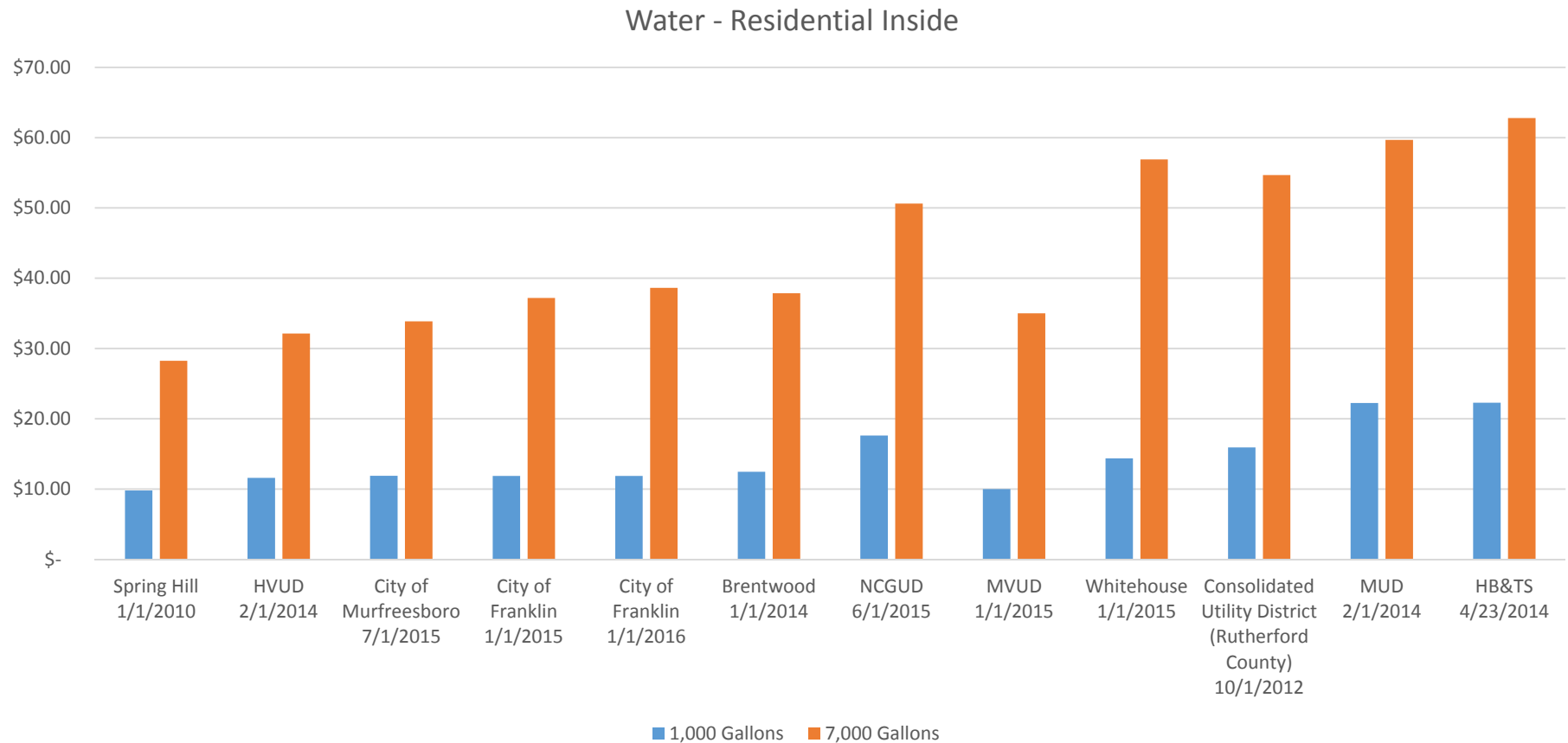
	2013 Actual	2014 Actual	2015 Budget Estimated		2016 Budget	2017 Budget	2015 v. 2016 \$ %	
Beginning Balance	7,268,534	15,043,450	18,318,852	18,318,852	21,265,147	22,771,594		
Revenues	25,471,938	23,187,312	22,351,089	24,938,329	24,708,803	26,150,977	2,357,714	10.5%
Expenses								
Personnel	4,669,801	4,765,815	5,298,339	4,995,360	5,485,617	5,612,024	187,278	3.5%
Operations	11,421,311	11,847,191	12,119,000	12,353,807	12,545,632	12,811,200	426,632	3.5%
Capital	1,605,910	3,298,904	4,925,325	4,642,866	5,171,107	5,390,098	245,782	5.0%
Expenses	17,697,022	19,911,910	22,342,664	21,992,034	23,202,356	23,813,322	859,692	3.8%
Ending Balance	15,043,450	18,318,852	18,327,277	21,265,147	22,771,594	25,109,249		



City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Rate Comparison



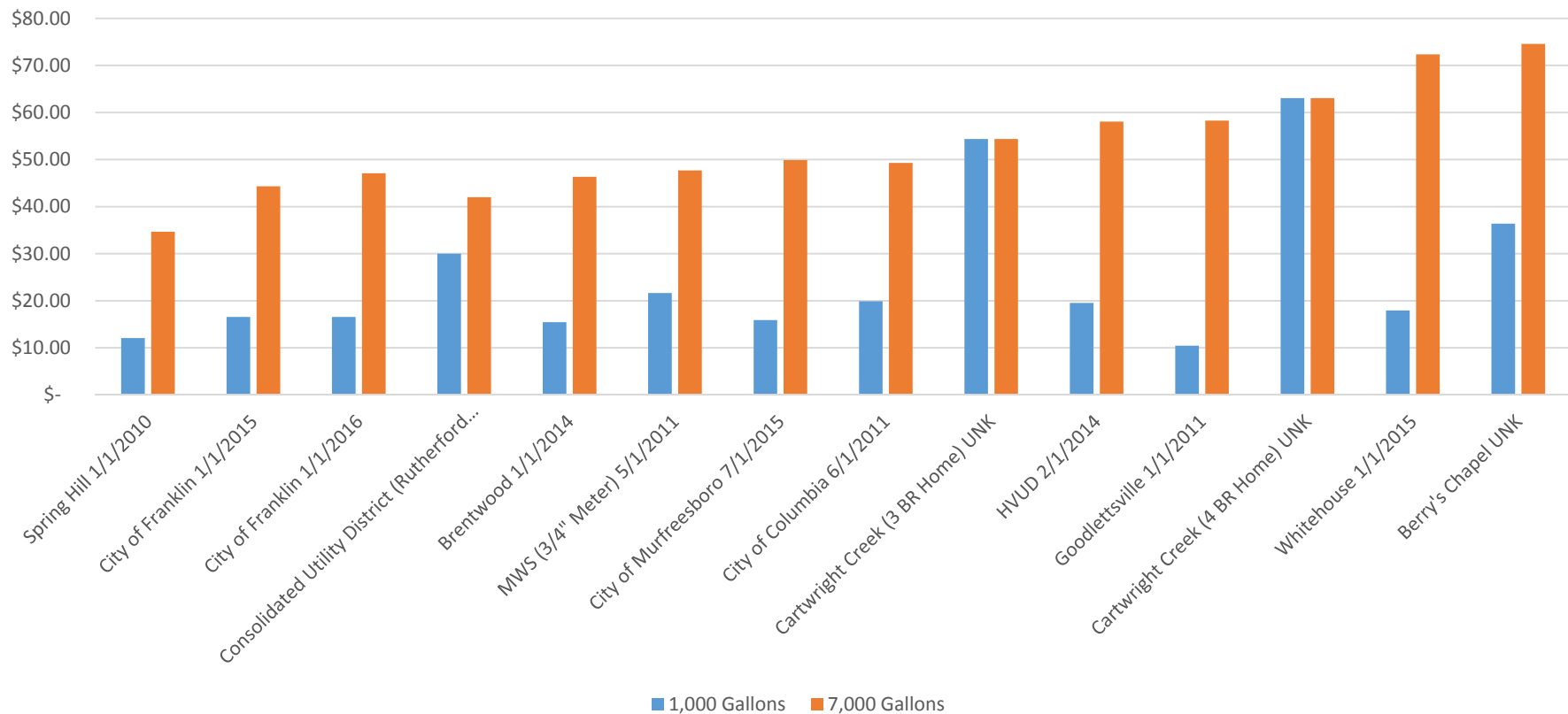


City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Rate Comparison

Sanitary Sewer - Residential Inside



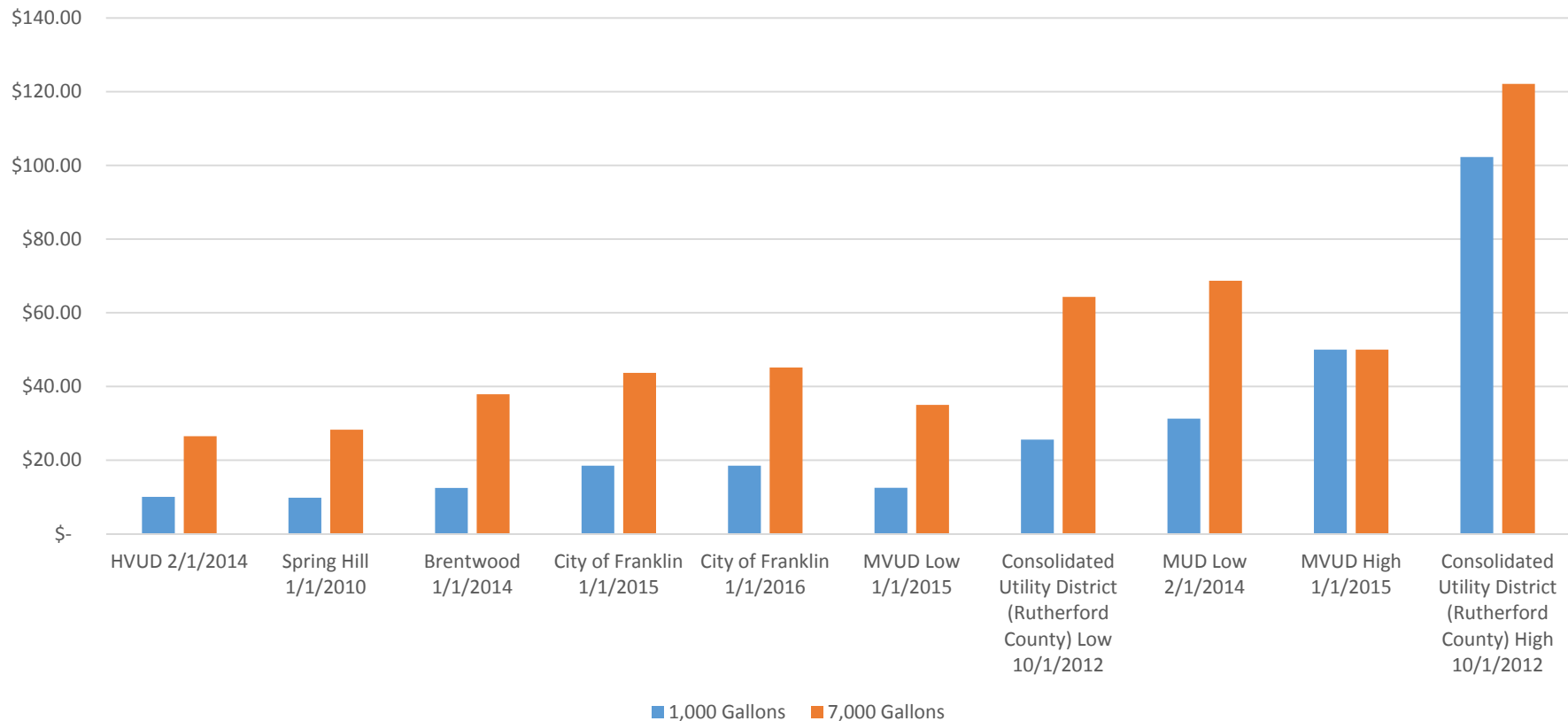


City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Rate Comparison

Water - Non Residential



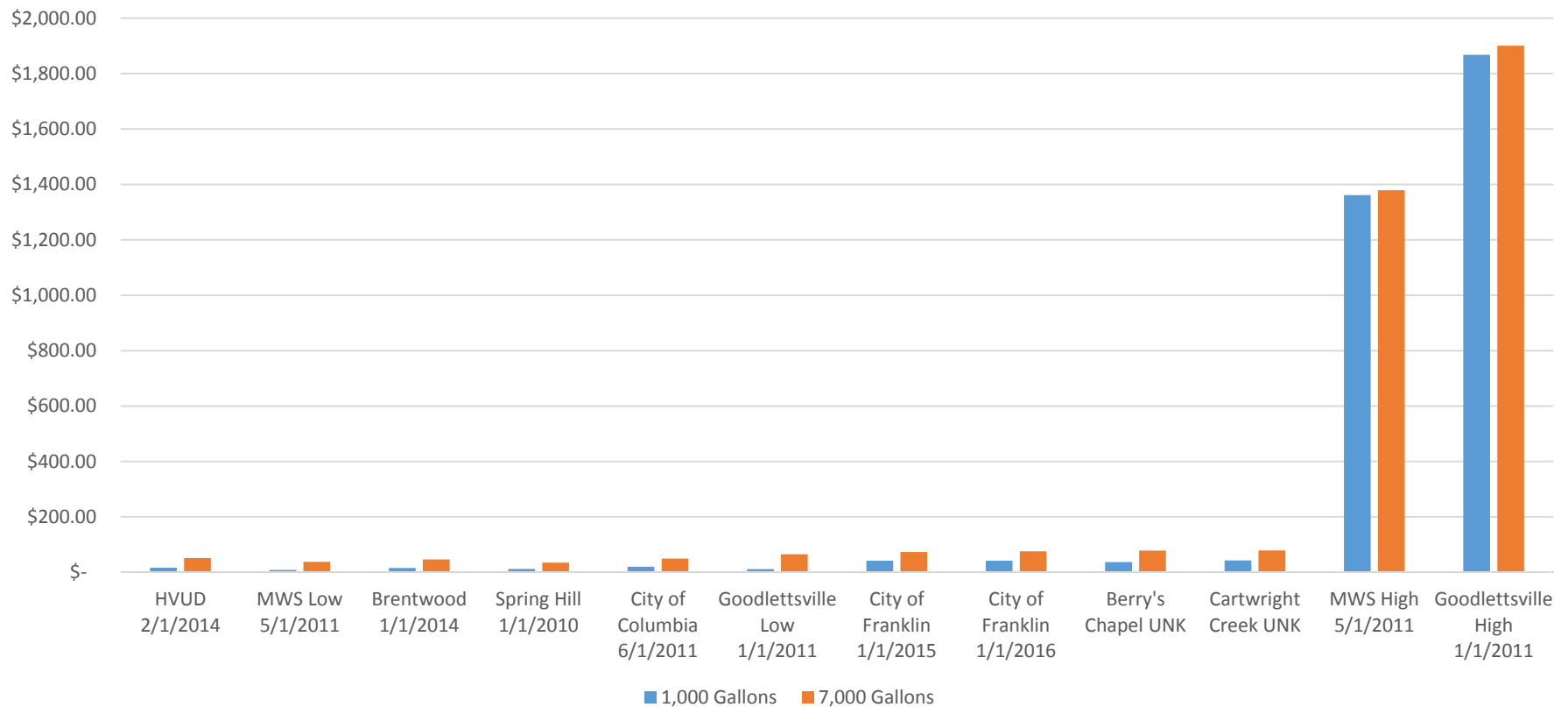


City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

Water Management

Rate Comparison

Sanitary Sewer - Non Residential



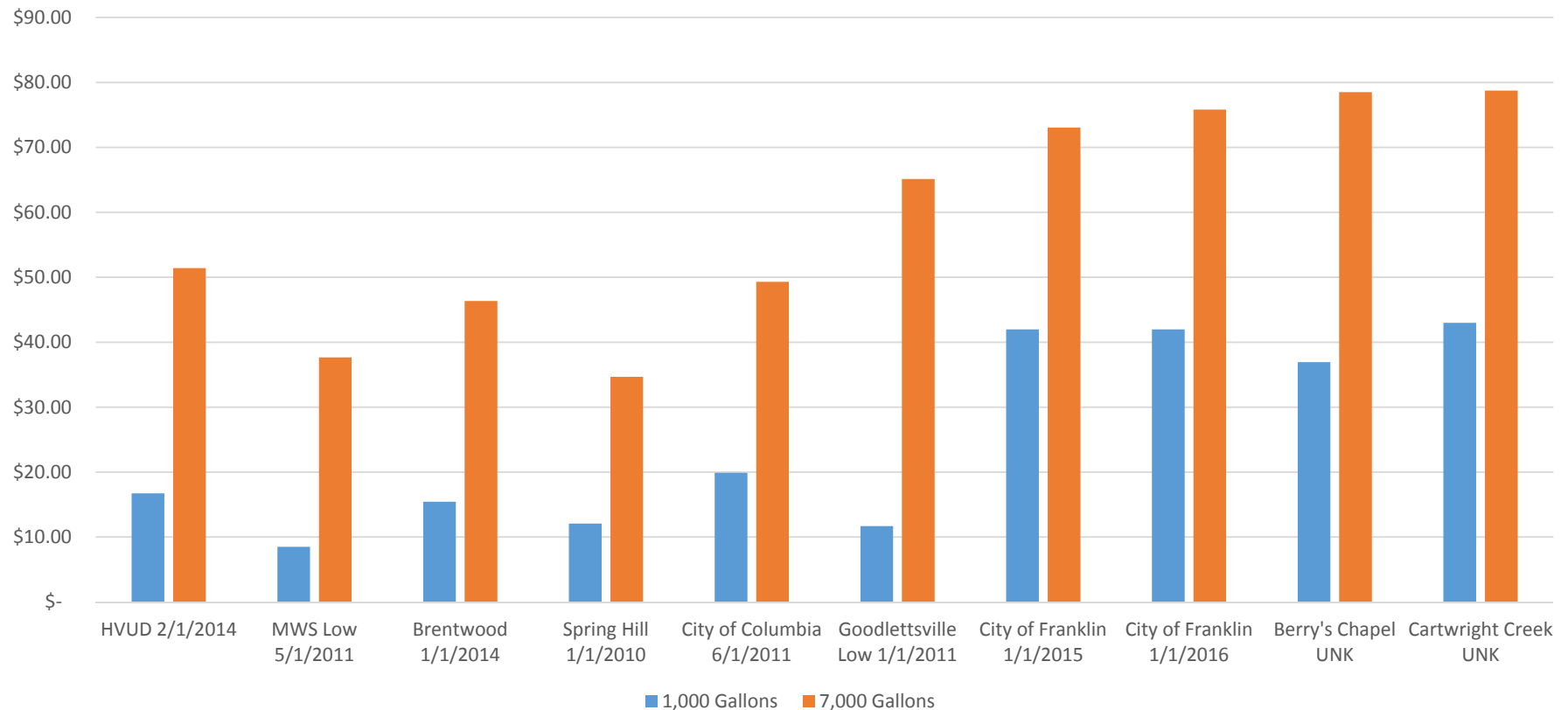


City of Franklin, Tennessee - FY 2016 & 2017 Budget Request

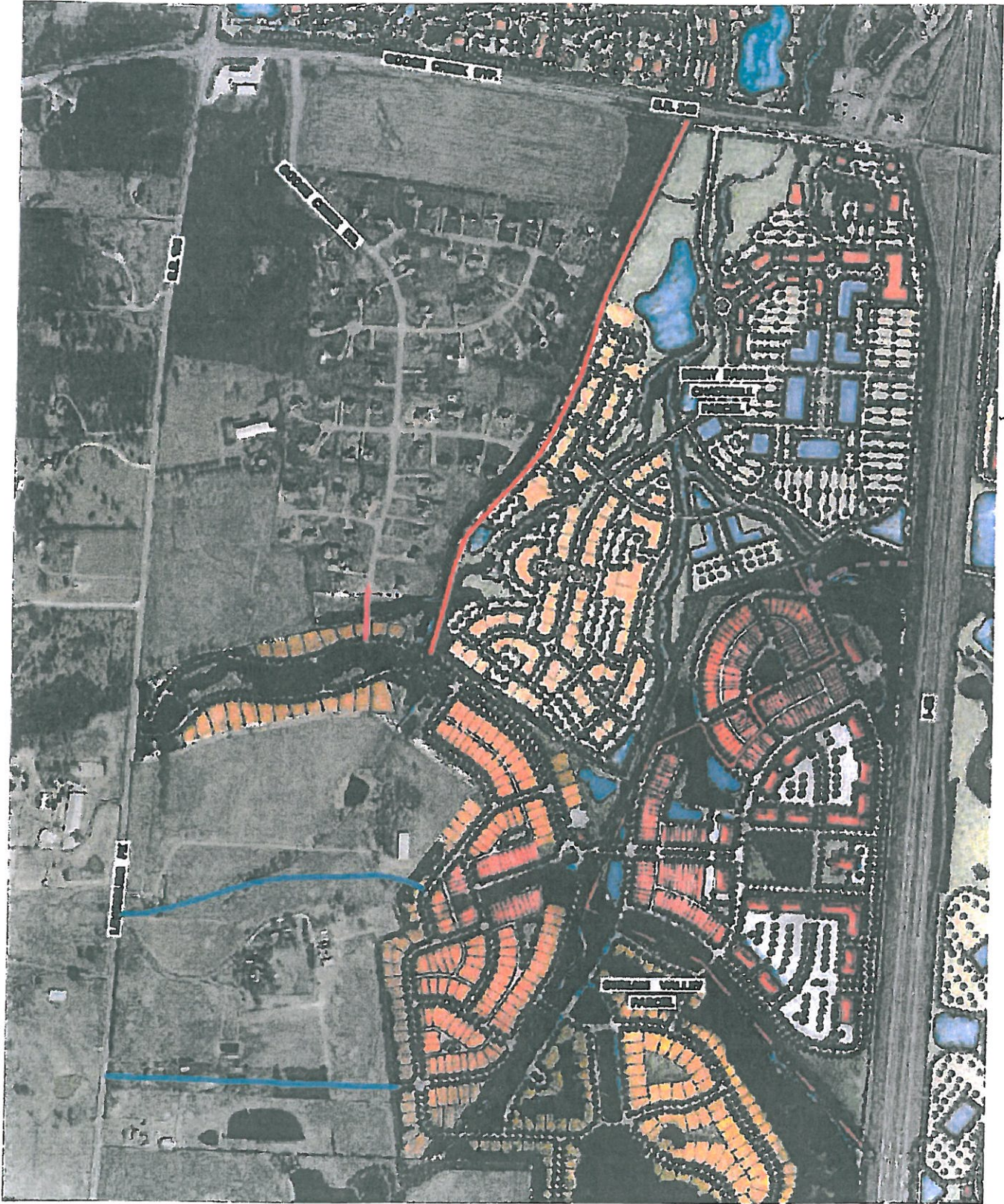
Water Management

Rate Comparison

Sanitary Sewer - Non Residential



STREAM VALLEY EXHIBIT



**AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE
AND
STREAM VALLEY FRANKLIN, LLC RELATIVE TO PHASING OF THE STREAM VALLEY
DEVELOPMENT
COF Contract No. 2012-0143**

This contract between THE CITY OF FRANKLIN, TENNESSEE ("City") and STREAM VALLEY FRANKLIN, LLC, a Tennessee limited liability company, ("Developer") entered into on this the 23rd day of October, 2012.

WHEREAS, on June 14, 2005, the Board of Mayor and Aldermen ("BOMA") approved Ordinance 2004-108, entitled "An Ordinance to Zone 288.70 Acres Planned Residential (PR 1.67), and 74.65 Acres Planned Commercial (PC 4.61), and Approve the Concept Plan of Stream Valley, Located on the West Side of Interstate 65 and East of Lewisburg Pike Approximately 3,700 Feet South of Goose Creek Bypass" ("Ordinance"); and

WHEREAS, condition 9 of the Ordinance stated "[d]evelopment shall be limited to no more than 200 dwelling units west of Five Mile Creek until a second access is provided through development of adjacent property."; and

WHEREAS, during the first reading before the BOMA on April 12, 2005, the BOMA amended the Ordinance to attach a phasing exhibit provided by the then developer; and

WHEREAS, the City has been unable to locate the phasing exhibit in its files; and

WHEREAS, the Developer has provided the City with a phasing exhibit it purports to be the phasing exhibit provided and attached to the Ordinance on April 12, 2005; and

WHEREAS, the phasing exhibit provided by the Developer provides that Phase A shall consist of 161 single-family lots and 33 townhomes, Phase B shall consist of 214 single-family lots and shall not start construction until required improvements on Lewisburg Pike are complete and a traffic light is built upon TDOT approval, Phase C shall consist of 32 single-family lots, 144 townhomes and 240 condominiums and shall not start construction until 2nd connection is complete, and Phase D shall consist of 10,000 square feet of retail, 290,000 square feet of office space, and 15,000 square feet of civic use and shall not start construction until Goose Creek Bypass is improved and the interchange construction has begun; and

WHEREAS, the City and Developer disagree as to whether the second connection must be complete prior to the development of Phase B but both agree that a second connection is required prior to construction commencing for Phase C; and

WHEREAS, the parties agree that in an effort to forgo potential legal action, a negotiated agreement is in the best interest of the parties.

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 revised phasing exhibit is attached to this Agreement as Exhibit A and incorporated into this Agreement and made a part thereof.
3. The Developer shall provide a second connection from the development to either Lewisburg Pike or Goose Creek Bypass/Peytonsville Road (Highway 248) (the "Second Connection"). The Second Connection may utilize the existing fee-owned connecting property to Goose Creek Bypass/Peytonsville Road (Highway 248), or may provide access through one or more adjacent properties.
4. The Developer shall install an improved water supply line that supplies adequate fire flow according to the City of Franklin specifications (the "Water Line").
5. The Developer may build up to 280 homes and certificates of occupancy shall be issued therefore prior to a performance surety being posted for the Second Connection in the amount of \$1,200,000.00. This fee is based on current surety rates established by the City, and in the event the rates are changed, the performance surety amount shall be adjusted to the surety rates in effect at the time the 280 home limit is reached.
6. All homes within the development shall have residential fire sprinkler systems installed until such time as the Second Connection has been built and accepted by the City, and the Water Line has been installed by the Developer, tested and approved/accepted by HB&TS and the City has received a certification of acceptance by HB&TS provided by the Developer.
7. Any plat for lots in excess of 280 lots shall provide that the performance surety for the Second Connection be posted with recording of such plat, and shall further provide that the Developer shall not be permitted building permits beyond 280 units until the Water Line has been installed, tested and accepted by HB&TS and the City has receipt of HB&TSs certification of acceptance and the performance surety has been provided for the Second Connection or the Second Connection has been built and accepted by the City.
8. The Developer shall design, procure, and install a traffic signal per City standards at the Stream Valley main entrance located on Lewisburg Pike. The timing of improvements for the signal shall be based on current City standards as set forth in Section 9.2.1 of the City of Franklin, TN, Transportation & Street Technical Standards, 2011 Edition, for warranting a traffic signal. The developer agrees to provide an updated traffic study conducted by a traffic engineer approved by the City upon submittal of a plat in excess of 280 units in the development. From that point forward, the Developer shall provide updated warrant analysis at the aforementioned intersection at the 50%, 75%, and 100% build-out of the development. The Developer shall post a surety in the amount of \$30,000 at the 280 unit cap to cover

design fees for the traffic signal, and if no traffic signal is warranted with the development, this surety shall be released as a result of the 100% build-out analysis. If the updated warrant analysis studies require installation of a traffic signal, the Developer shall be required to post a surety with the plat per standard City procedures for an amount that shall be set at the time the traffic signal is warranted. The traffic signal shall be designed, installed, and accepted by the City within one (1) year of the filing of said plat.

9. The Developer must provide certification of TDOT approval of a curb cut for the Second Connection prior to approval of site plans or building permits for Phases D and E.
10. The Second Connection or alternative connection must be completed prior to approval of site plans or building permits for Phases D and E.
11. Any terms or conditions which were approved by Ordinance 2004-108 and are not subject to this agreement remain in full force and effect.

Approved by the Franklin Board of Mayor and Alderman on October 23, 2012.

WITNESS our hands on the dates as indicated.

DEVELOPER

STREAM VALLEY FRANKLIN, LLC,
a Tennessee limited liability company

By: _____

Print Name: Alex Marks

Title: Co-Manager

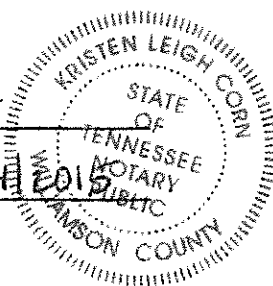
STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Kristen Leigh Corn, a Notary Public of said County and State, personally appeared Alex Marks, 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 co-manager (or other officer authorized to execute the instrument) of STREAM VALLEY FRANKLIN, LLC, the within named bargainor, a limited liability company, and that he as such co-manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by him self as co-manager.

Witness my hand and seal, at Office in Williamson County, Franklin, Tennessee, this 30th day of October, 2012.

Kristen Leigh Corn
Notary Public

My Commission Expires: 10/24/2015



Approved as to form by:

Brian Echols

Brian Echols
Counsel for Developer

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: [Signature]

DR. KEN MOORE
Mayor

Date: 10-24-12

Attest

By: [Signature]

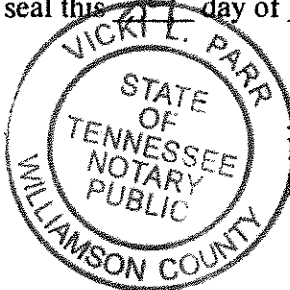
ERIC S. STUCKEY
City Administrator

Date: 10-24-12

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 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 24 day of October, 20 12.

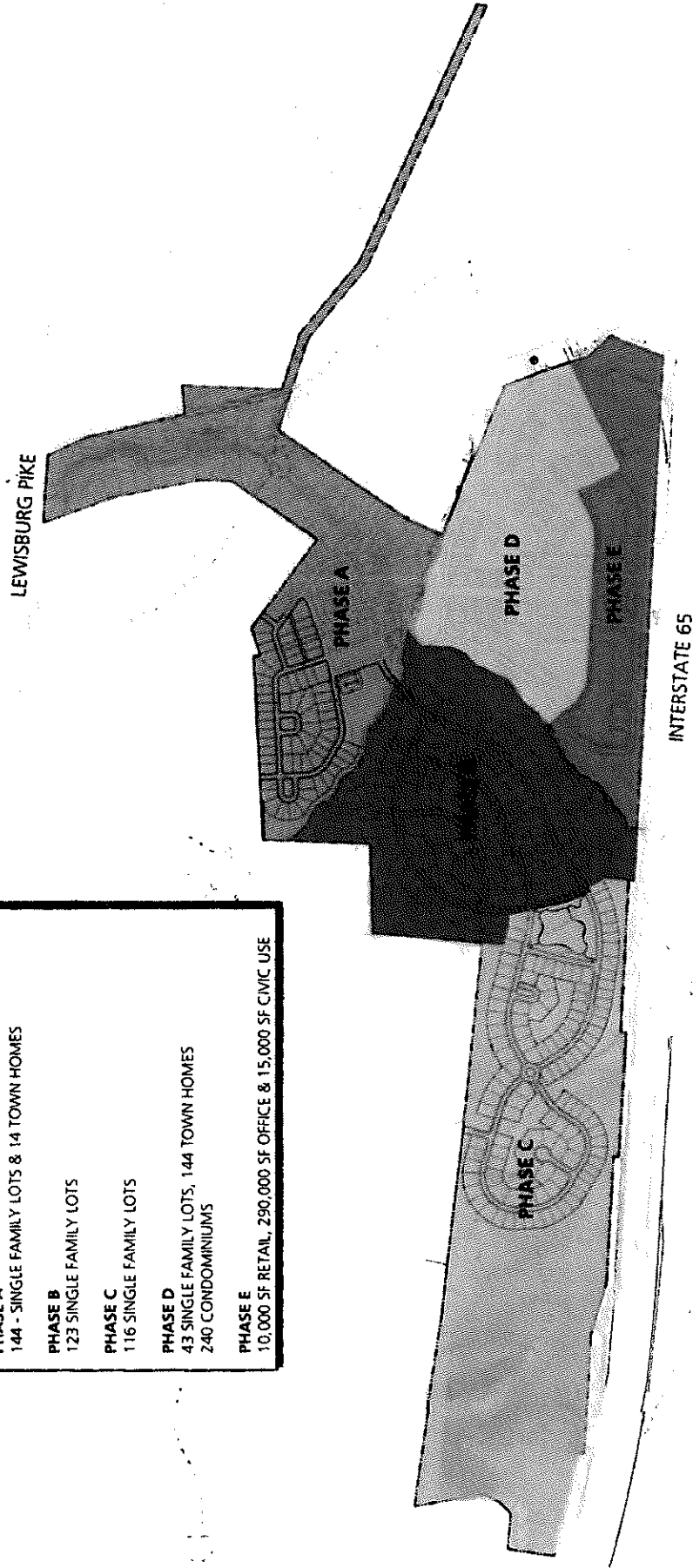


Vicki L. Parr
Notary Public
My Commission Expires: 3/21/16

Approved as to form by:

Shauna R. Billingsley
Shauna R. Billingsley
City Attorney

PHASE A	144 - SINGLE FAMILY LOTS & 14 TOWN HOMES
PHASE B	123 SINGLE FAMILY LOTS
PHASE C	116 SINGLE FAMILY LOTS
PHASE D	43 SINGLE FAMILY LOTS, 144 TOWN HOMES 240 CONDOMINIUMS
PHASE E	10,000 SF RETAIL, 290,000 SF OFFICE & 15,000 SF CIVIC USE



Goose Creek Homeowners Association

October 20, 2012

Board of Mayor and Aldermen
109 3rd Avenue South (City Hall)
Franklin, Tennessee 37064

Dear Ladies and Gentlemen:

In regard to the Agreement Between The City of Franklin, Tennessee, and Stream Valley Franklin LLC Relative to the Stream Valley Development COF Contract No. 2012-0143, it is the intent of the Goose Creek Homeowners Association to support the above resolution number being proposed by Stream Valley Franklin, LLC. It is our understanding that this resolution will extend the time required for constructing a new access road for the Stream Valley development by increasing the housing unit limitation from the original 200 housing units to the proposed 397 units.

Our endorsement of Stream Valley Franklin, LLC is based on the Association's desire to give the contractor development team additional time to find an alternative access route. From our conversations with both, Stream Valley Franklin, LLC and the City of Franklin, the proposed access road is not desirable by either party. With the development of additional properties by Boyle Properties of Memphis and the expansion of Goose Creek Bypass, including additional lanes and the construction of a new interchange, the interest of the Goose Creek Community would be better served by extending the access road completion date to the number of residential units instead of the location of the residential units.

It is also the intent of the Goose Creek Homeowners Association to express the concerns of its **sixty eight property owners** that any new access road not be constructed along the existing right of ways owned by Stream Valley Franklin, LLC and that Stream Valley Franklin, LLC pursue alternate access routes not directly impacting our properties.

Sincerely yours,



Michele Barnes, President
Goose Creek Homeowners Association

cc: Shauna Billingsley, City Attorney

**AMENDMENT 1 TO AGREEMENT BETWEEN
THE CITY OF FRANKLIN, TENNESSEE
AND
STREAM VALLEY FRANKLIN, LLC
RELATIVE TO PHASING OF THE STREAM VALLEY DEVELOPMENT
COF Contract No. 2012-0143**

THIS AMENDMENT is made and entered into on this, the 28th day of January, 2014, by and between the City of Franklin, Tennessee ("City") and Stream Valley, LLC, a Tennessee limited liability company ("Stream Valley") who mutually agree as follows:

WITNESSETH:

WHEREAS, the City and the Stream Valley entered into an agreement relative to phasing of the Stream Valley development, dated October 23, 2012 ("Agreement"); and

WHEREAS, the City and Stream Valley desire to modify the Agreement to include these additional terms.

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

SECTION I.

The Agreement is hereby amended to delete the following text noted with a strikethrough; to add the following text noted in **bold**; and is approved to read as follows:

9. The Developer must provide certification of TDOT approval of a curb cut for the Second Connection prior to approval of ~~site plans~~ **final plats** or **residential** building permits for ~~Phases D and E~~ **in excess of 388 homes**.

10. The Second Connection or alternative connection must be completed prior to approval of ~~site plans~~ **final plats** or **residential** building permits **in excess of 388** ~~for Phases D and E~~.

~~10.11.~~ **No commercial building permits shall be approved prior to completion of the second connection or alternative connection.**

~~11.12.~~ Any terms or conditions which were approved by Ordinance 2004-108 and are not subject to this agreement remain in full force and effect.

SECTION II.

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. **ENTIRE AGREEMENT.** This Amendment and the Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Amendment. The terms and conditions may

not be changed except by an Amendment expressly referencing this amendment by section number and signed by an authorized representative of each party.

3. 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.

Approved by the Franklin Board of Mayor and Alderman on January 28, 2014

WITNESS our hands on the dates as indicated.

DEVELOPER

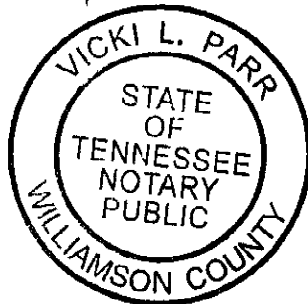
STREAM VALLEY FRANKLIN, LLC,
a Tennessee limited liability company

By: Alex Marks
Print
Name: Alex Marks
Title: Co-Manager

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Vicki Parr, a Notary Public of said County and State, personally appeared Alex Marks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Co-Manager (or other officer authorized to execute the instrument) of STREAM VALLEY FRANKLIN, LLC, the within named bargainer, a limited liability company, and that himself as such Alex Marks executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by him self as Alex Marks

Witness my hand and seal, at Office in Franklin, Tennessee, this 11 day of February, 20 14



Vicki L. Parr
Notary Public
My Commission
Expires: 3-21-16

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

2-11-14

Attest

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

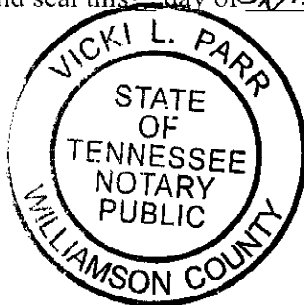
2-11-14

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 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 11 day of February, 2014.



Notary Public

My

Expires:

Commission

3-21-16

Approved as to form by:

Shauna R. Billingsley

Shauna R. Billingsley
City Attorney

**AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE
AND
STREAM VALLEY FRANKLIN, LLC RELATIVE TO PHASING OF THE STREAM VALLEY
DEVELOPMENT
COF Contract No. 2012-0143**

This contract between THE CITY OF FRANKLIN, TENNESSEE ("City") and STREAM VALLEY FRANKLIN, LLC, a Tennessee limited liability company, ("Developer") entered into on this the 30th day of October, 2012.

WHEREAS, on June 14, 2005, the Board of Mayor and Aldermen ("BOMA") approved Ordinance 2004-108, entitled "An Ordinance to Zone 288.70 Acres Planned Residential (PR 1.67), and 74.65 Acres Planned Commercial (PC 4.61), and Approve the Concept Plan of Stream Valley, Located on the West Side of Interstate 65 and East of Lewisburg Pike Approximately 3,700 Feet South of Goose Creek Bypass" ("Ordinance"); and

WHEREAS, condition 9 of the Ordinance stated "[d]evelopment shall be limited to no more than 200 dwelling units west of Five Mile Creek until a second access is provided through development of adjacent property."; and

WHEREAS, during the first reading before the BOMA on April 12, 2005, the BOMA amended the Ordinance to attach a phasing exhibit provided by the then developer; and

WHEREAS, the City has been unable to locate the phasing exhibit in its files; and

WHEREAS, the Developer has provided the City with a phasing exhibit it purports to be the phasing exhibit provided and attached to the Ordinance on April 12, 2005; and

WHEREAS, the phasing exhibit provided by the Developer provides that Phase A shall consist of 161 single-family lots and 33 townhomes, Phase B shall consist of 214 single-family lots and shall not start construction until required improvements on Lewisburg Pike are complete and a traffic light is built upon TDOT approval, Phase C shall consist of 32 single-family lots, 144 townhomes and 240 condominiums and shall not start construction until 2nd connection is complete, and Phase D shall consist of 10,000 square feet of retail, 290,000 square feet of office space, and 15,000 square feet of civic use and shall not start construction until Goose Creek Bypass is improved and the interchange construction has begun; and

WHEREAS, the City and Developer disagree as to whether the second connection must be complete prior to the development of Phase B but both agree that a second connection is required prior to construction commencing for Phase C; and

WHEREAS, the parties agree that in an effort to forgo potential legal action, a negotiated agreement is in the best interest of the parties.

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 revised phasing exhibit is attached to this Agreement as Exhibit A and incorporated into this Agreement and made a part thereof.
3. The Developer shall provide a second connection from the development to either Lewisburg Pike or Goose Creek Bypass/Peytonsville Road (Highway 248) (the "Second Connection"). The Second Connection may utilize the existing fee-owned connecting property to Goose Creek Bypass/Peytonsville Road (Highway 248), or may provide access through one or more adjacent properties.
4. The Developer shall install an improved water supply line that supplies adequate fire flow according to the City of Franklin specifications (the "Water Line").
5. The Developer may build up to 280 homes and certificates of occupancy shall be issued therefore prior to a performance surety being posted for the Second Connection in the amount of \$1,200,000.00. This fee is based on current surety rates established by the City, and in the event the rates are changed, the performance surety amount shall be adjusted to the surety rates in effect at the time the 280 home limit is reached.
6. All homes within the development shall have residential fire sprinkler systems installed until such time as the Second Connection has been built and accepted by the City, and the Water Line has been installed by the Developer, tested and approved/accepted by HB&TS and the City has received a certification of acceptance by HB&TS provided by the Developer.
7. Any plat for lots in excess of 280 lots shall provide that the performance surety for the Second Connection be posted with recording of such plat, and shall further provide that the Developer shall not be permitted building permits beyond 280 units until the Water Line has been installed, tested and accepted by HB&TS and the City has receipt of HB&TSs certification of acceptance and the performance surety has been provided for the Second Connection or the Second Connection has been built and accepted by the City.
8. The Developer shall design, procure, and install a traffic signal per City standards at the Stream Valley main entrance located on Lewisburg Pike. The timing of improvements for the signal shall be based on current City standards as set forth in Section 9.2.1 of the City of Franklin, TN, Transportation & Street Technical Standards, 2011 Edition, for warranting a traffic signal. The developer agrees to provide an updated traffic study conducted by a traffic engineer approved by the City upon submittal of a plat in excess of 280 units in the development. From that point forward, the Developer shall provide updated warrant analysis at the aforementioned intersection at the 50%, 75%, and 100% build-out of the development. The Developer shall post a surety in the amount of \$30,000 at the 280 unit cap to cover

design fees for the traffic signal, and if no traffic signal is warranted with the development, this surety shall be released as a result of the 100% build-out analysis. If the updated warrant analysis studies require installation of a traffic signal, the Developer shall be required to post a surety with the plat per standard City procedures for an amount that shall be set at the time the traffic signal is warranted. The traffic signal shall be designed, installed, and accepted by the City within one (1) year of the filing of said plat.

9. The Developer must provide certification of TDOT approval of a curb cut for the Second Connection prior to approval of site plans or building permits for Phases D and E.
10. The Second Connection or alternative connection must be completed prior to approval of site plans or building permits for Phases D and E.
11. Any terms or conditions which were approved by Ordinance 2004-108 and are not subject to this agreement remain in full force and effect.

Approved by the Franklin Board of Mayor and Alderman on October 23, 2012.

WITNESS our hands on the dates as indicated.

DEVELOPER

STREAM VALLEY FRANKLIN, LLC,
a Tennessee limited liability company

By: 
Print Name: Alex Marks
Title: Co-Manager

STATE OF TENNESSEE)
COUNTY OF Williamson)

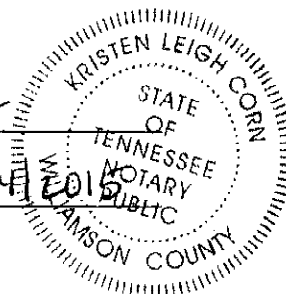
Before me, Kristen Leigh Corn, a Notary Public of said County and State, personally appeared Alex Marks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Co-manager (or other officer authorized to execute the instrument) of STREAM VALLEY FRANKLIN, LLC, the within named bargainor, a limited liability company, and that he as such Co-manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by him self as Co-manager.

Witness my hand and seal, at Office in Williamson County, Franklin, Tennessee, this 30th day of October, 2012.

Kristen Leigh Corn

Notary Public

My Commission Expires: 10/24/2015



Approved as to form by:

Bryan Echols

Bryan Echols
Counsel for Developer

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: [Signature]

DR. KEN MOORE
Mayor

Date: 10-24-12

Attest

By: [Signature]

ERIC S. STUCKEY
City Administrator

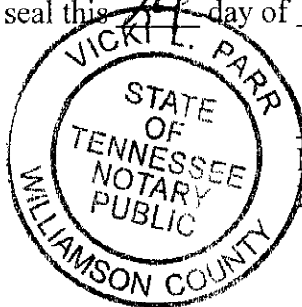
Date: 10-24-12

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 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.

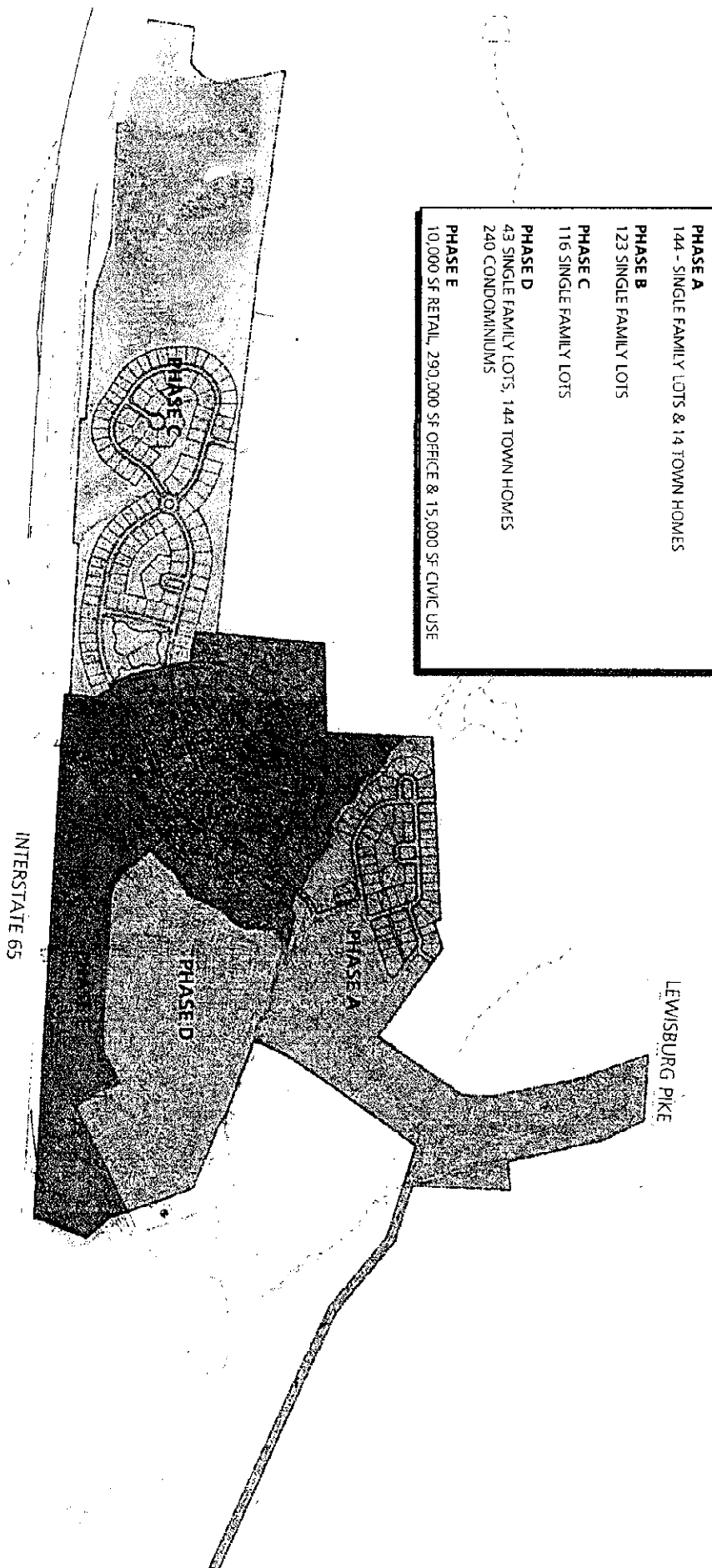
Witness my hand and seal this 24 day of October, 20 12.

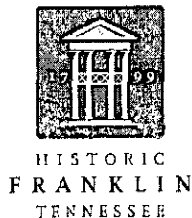


Vicki L. Parr
Notary Public
My Commission Expires: 3/21/16

Approved as to form by:

Shauna R. Billingsley
Shauna R. Billingsley
City Attorney





MEMORANDUM

January 6, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Vernon Gerth, ACA, Community Development
Catherine Powers, Director, Planning and Sustainability

SUBJECT: Amendment I to the Agreement between the City of Franklin and Stream Valley Partners LLC

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information related to an Amendment with Stream Valley Partners LLC regarding the phasing of the Stream Valley Development, particularly the provision for the timing of a second access to the development.

Background

On June 14, 2005, the BOMA approved a rezoning and concept plan for the Stream Valley development, located on the west side of Interstate 65 and Lewisburg Pike. At the time of Planning Commission approval, condition (#9) limited the developer to 200 dwelling units west of Five Mile Creek before a second access would need to be established.

At the first BOMA meeting (April 12, 2005), the developer presented a phasing plan that allowed the construction of 408 units (Phases A and B) prior to the second access. This phasing exhibit was incorporated into the Board's action by motion. It was not clear from the minutes or video record of the meeting whether the Board's intent was to modify the condition requiring the second access to the neighborhood.

In an effort to resolve this inconsistency while still providing for adequate public safety access and the continuation of development, the attorneys for Stream Valley and the City of Franklin drafted an Agreement for the BOMA's review and approval. This Agreement would allow 280 dwelling units to be constructed prior to the posting of a surety for the construction of the second connection. In order to assure the safety of the residents of the development, those 280 units must have residential sprinklers installed (a practice currently being employed by the developer) unless an additional water line has been installed and approved by the City.

Additionally, a phasing plan, allowing for the construction of Phases A, B, and C, consisting of 397 units, (383 single family and 14 townhomes) was approved. The Agreement was approved by the BOMA on October 23, 2012.



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MEMORANDUM

Since that time, Stream Valley Partners, LLC, have been in discussion with TDOT related to the placement of the second access. The discussions are ongoing and may require cooperation of a third party to meet the City's requirement. Given the possible delay, Stream Valley, LLC Partners is requesting the Agreement be amended to require TDOT approval of the second connection and construction of that access prior to the approval of final plats or residential building permits in excess of 388 units. This is a change from site plan approval and removes phasing substituting an exact number.

The requirements for Sureties and residential sprinklers remain in place from the Original Agreement.

This amended Agreement represents a negotiation between the City and developer and will allow the developer to place the second connection in the most advantageous location to best serve the development.

Financial Impact

There is no financial cost to the City. The developer will post a surety in the amount of construction of the access.

Options

Not applicable to this item.

Recommendation

Approval of the Amendment I to the Agreement between the City of Franklin and Stream Valley Franklin Partners LLC is recommended.