



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, May 23, 2017

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0438](#) Consideration of Event Permit for Bluegrass Along the Harpeth sponsored by the Williamson County Cultural Arts Commission on July 21-22, 2017 in Downtown Franklin. (05/23/17 WS)

Sponsors: Deb Faulkner

Attachments: [Bluegrass Along the Harpeth 2017 REVISED app](#)

2. [17-0439](#) Consideration of Event Permit for Franklin Classic 5K/10K benefitting Mercy Community Healthcare in Downtown on September 4, 2017 (05/23/17 WS)

Sponsors: Deb Faulkner

Attachments: [Franklin Classic 2017 REVISED App](#)

3. [17-0440](#) Consideration of Event Permit for Viva la Diva 5K/10K benefitting Fifty Forward in Cool Springs on November 4, 2017 (05/23/17 WS)

Sponsors: Deb Faulkner

Attachments: [Viva la Diva 2017 REVISED App](#)

4. [17-0418](#) Consideration of Liquor License Renewal for The Corner Wine and Spirits, (Ramesh Surati and Manharbhai Patel, Managing Agents) 1110 Hillsboro Road, Suite 120 a, Franklin, TN 37064. (05/23/17 WS)

Sponsors: Lanaii Benne

Attachments: [2017 CERT Surati liquor license renewal.pdf](#)

5. [17-0422](#) Consideration of Liquor License Application for Radhe Radhe Bal, LLC DBA Del Rio Wine & Spirits, (Ranjanben Patel, Managing Agent) 111 Del Rio Pike, Franklin, TN, 37064. (05/23/17 WS)

Sponsors: Lanaii Benne

Attachments: [2017 CERT Patel Ranjanben Linda 06-2017.pdf](#)

6. [17-0423](#) Consideration of Liquor License Renewal for Harpeth Liquors, (Satish Kumar Patel, Managing Agent) 1203 Murfreesboro Road, Suite 503, Franklin, TN 37064. (05/23/17 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2017 Patel, Satish Certificate.pdf](#)
7. [17-0176](#) PUBLIC HEARING: Consideration Of Initiating The Annexation Process And Draft Plan Of Services, Draft Resolution 2017-17, For The Annexation Of Several Properties Not Adjoining The Existing City Limits, Located On The North And South Side Of Murfreesboro Road, East Of North Chapel Road, And West Of Trinity Road, And Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB), By The City Of Franklin, Tennessee.”
(Continued from 3/28/17 Work session; Deferred from 4/25/17 Work Session to 5/23/17 WS; 05/23/17 WS).
- Sponsors:** Eric Stuckey, Vernon Gerth, Emily Hunter and James Svoboda
- Attachments:** [Mayes Creek Property Draft POS Resolution 1-18-17](#)
[Non-contiguous Annexations Mayes Creek Annexation Request 4-25-17 BOM](#)
[Envision Franklin 1-26-2017-Managed Growth-Design Concept Map-Developr](#)
[Envision Franklin Appendix C Development Suitability Analysis](#)
[Non-contiguous Annexations Mayes Creek Annexation Request 3-28-17 BOM](#)
[Mayes Creek Smith property annexation req](#)
[Mayes Creek Annexation Exhibit - For Discussion Purposes Only](#)
[Mayes Creek Drainage Basin Preliminary Sewer Improvement Cost Estimates](#)
[Mayes Creek Annexation Location Map](#)
- Legislative History**
- | | | |
|---------|--------------|------------------------------|
| 3/28/17 | Work Session | referred to the Work Session |
| 4/25/17 | Work Session | referred to the Work Session |
8. [17-0468](#) Consideration of Resolution 2017-46, Resolution of Partnership With Williamson County Schools To Extend Sanitary Sewer Service To The Henpeck Lane School Site.
- Sponsors:** Eric Stuckey
- Attachments:** [Oakview - COST OPINION 5-18-2017](#)
[Oakview Exhibit](#)
[Oakview Fee Analysis](#)
[RESOLUTION 2017-46 Williamson County Schools Sanitary Sewer](#)

9. [17-0373](#) Discussion on the Harpeth River Watershed Feasibility Study and the Franklin Road Streetscape Project. (Referred from 4/27/17 CIC)
- Sponsors:** Paul Holzen, Jonathan Marston and William Banks
- Attachments:** [Presentation](#)
- Legislative History**
- | | | |
|---------|------------------------------|------------------------------|
| 4/27/17 | Capital Investment Committee | referred to the Work Session |
|---------|------------------------------|------------------------------|
10. [17-0397](#) Discussion about the Design of Improvements at the Intersection of Aspen Grove Drive and Seaboard Lane (4/27/2017 CIC)
- Sponsors:** Engineering
- Attachments:** [Aspen Grove Design Concept Realignment.pdf](#)
11. [17-0401](#) *Consideration of Contract 2016-0098, Proposed Terms For Parkland Acquisition Between The City Of Franklin And Crescent Lockwood, LLC. (05/09/17 WS, Deferred from 5/23/17)
- Sponsors:** Lisa Clayton
- Attachments:** [Final Master Plan11.01.16](#)
[2016-0098 Development and Parkland Agreement Crescent Lockwood_060117](#)
- Legislative History**
- | | | |
|--------|--------------|------------------------------|
| 5/9/17 | Work Session | referred to the Work Session |
|--------|--------------|------------------------------|
12. [17-0464](#) Consideration of a Professional Services Agreement (COF Contract No. 2017-0122) with Barge Waggoner Sumner & Cannon, Inc. for the Southeast Municipal Complex Lockwood Parcel for an Amount Not to Exceed \$310,158.00 (05/23/17 WS)
- Sponsors:** Lisa Clayton and Paul Holzen
- Attachments:** [2017-0122 - SE Municipal Complex Lockwood with Scope.Law Approved.pdf](#)
13. [17-0465](#) Consideration of a Professional Services Agreement with Barge Waggoner Sumner & Cannon, Inc. (COF Contract No. 2017-0123) for the Southeast Municipal Complex Master Planning for an Amount Not to Exceed \$396,046.00 (05/23/17 WS)
- Sponsors:** Lisa Clayton and Paul Holzen
- Attachments:** [COF 2017-0123 - SE Municipal Complex Master Planning with Scope.Law App](#)
14. [17-0435](#) Consideration of Interlocal Agreement (COF Contract 2017-0085) for Non-Exclusive License and Data Sharing Between City of Franklin and City of Brentwood. (05/23/17 WS)
- Sponsors:** Fred Banner and Jordon Shaw
- Attachments:** [2017-0085 Interlocal - Franklin-Brentwood - GIS Data Sharing.Law Approved 2.](#)

Other Business

Adjournment

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

OFFICE USE ONLY:

Permit No:



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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: Public Square

2) Name/purpose of event: BLUEGRASS ALONG THE HARPETH

3) Date or dates of event: FRIDAY/SATURDAY JULY 21, 22 2017

4) Time of Event: FRIDAY 7:00 - 11:00 PM SATURDAY 10:00AM -11:00PM

5) Time of Street Closure (if applicable): 5PM Friday - Midnight Saturday

Set-Up Date/Time: Friday 5:00 PM

Tear-down Date/Time: Saturday 11:00PM

*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:

WILLIAMSON COUNTY CULTURAL ARTS COMMISSION

a) Address: 102 CHURCHILL PLACE, FRANKLIN, TN 37064

b) Phone: 615-390-3588

c) Cell: _____ **d) Fax:** _____

e) E-mail address: rtrevue@aol.com

7) Person in charge on day of event: Tommy Jackson

Cell: 615-390-3588

E-mail address: rtrevue@aol.com



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

Name: _____ Cell: _____ E-mail address: _____

Name: _____ Cell: _____ E-mail address: _____

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

Bluegrass Music Festival/ live music/ arts and crafts booths

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

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

7500

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

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

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

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

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. NO admission charge: vendors fees vary

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? _____

100%

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



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- 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 and entertainment
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Live bands, Emcee
- 23) During what time period is sound amplification requested? 7-11PM Friday; 10AM-11PM Saturday
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Event is a music competition; multiple groups with varying numbers in each group
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. Food, arts and crafts
- 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. There will be food booths during the event
- 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:

City Hall quadrant

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

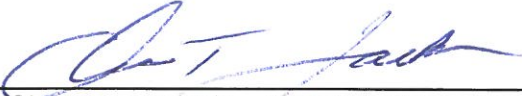
The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY: 
(Signature and title – must be officer of organization)

Date: 3-15-17

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) ★
★
★

BLUEGRASS ALONG THE HARPETH MUSIC FESTIVAL
JULY 21-22, 2017

REQUESTED STREET CLOSURES FOR EVENT:

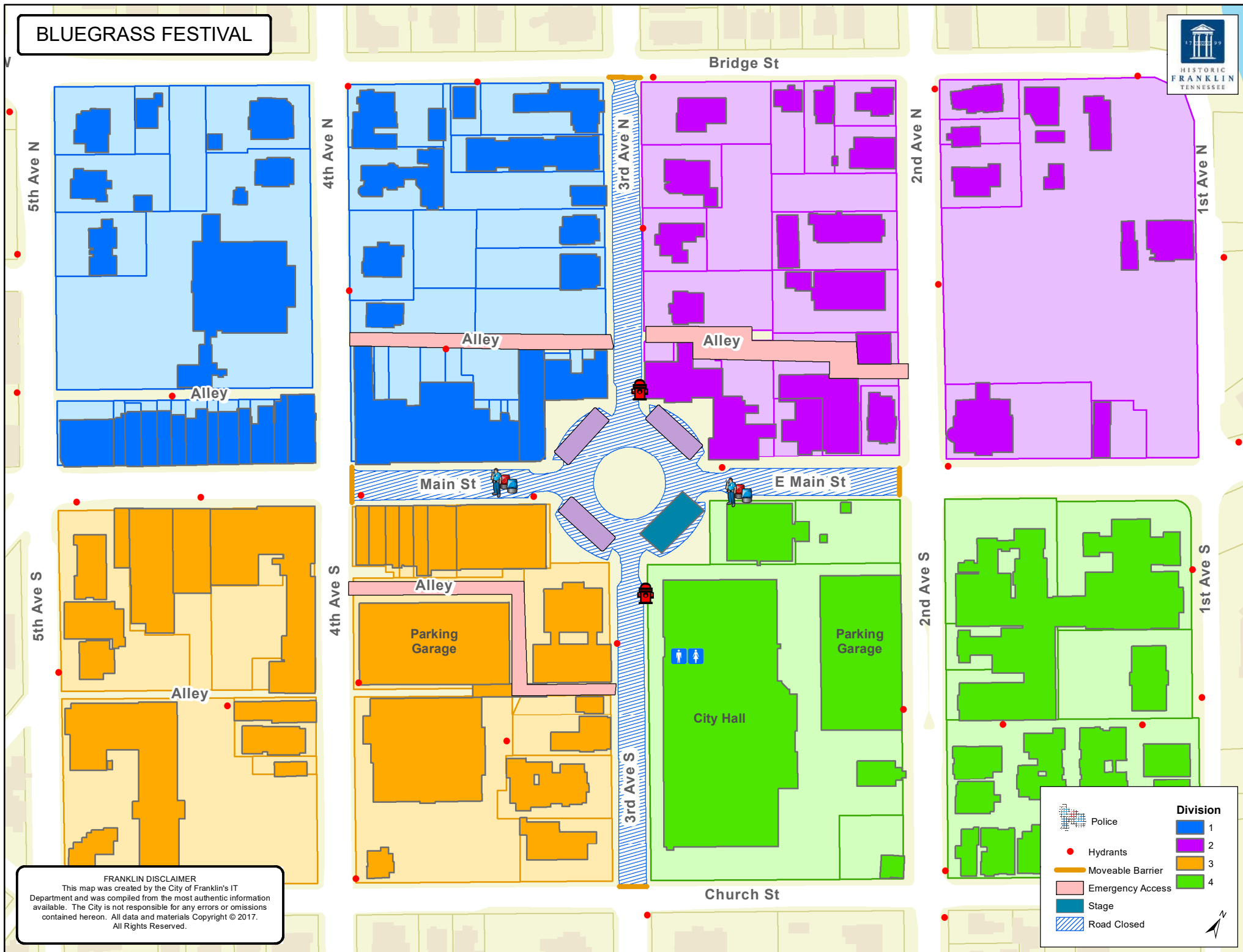
Public Square down East Main Street to Second Avenue intersection

Public Square down Third Avenue North to Church Street intersection

Public Square down Third Avenue South to Bridge Street intersection

Public Square down Main Street to Fourth Avenue South intersection

BLUEGRASS FESTIVAL



FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2017. All Rights Reserved.

	Police	Division
	Hydrants	1
	Moveable Barrier	2
	Emergency Access	3
	Stage	4
	Road Closed	





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michele Marchiori
Full Service Insurance Agency, Inc	PHONE (A/C, No, Ext): (615) 790-0990
903 Murfreesboro Rd.	FAX (A/C, No): (615) 791-4641
	E-MAIL ADDRESS: mmarchiori@fullserviceins.com
	INSURER(S) AFFORDING COVERAGE
Franklin TN 37064	INSURER A: Cincinnati Indemnity Co. NAIC # 23280
INSURED	INSURER B:
Williamson County Cultural Art Commission	INSURER C:
Po Box 682733	INSURER D:
	INSURER E:
Franklin TN 37068-2733	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	ENP 0123705	4/12/2017	4/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured as respects general liability.

CERTIFICATE HOLDER

(615) 790-0469

City of Franklin
Attn: Monique McCallough
109 3RD Avenue South
Franklin, TN 37064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Pratt, Jr./MM

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City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Athletic/Recreation

- Name/purpose of event:** 39th Annual Franklin Classic 5k/10K
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Franklin Square. Main and 3rd Street
- Date or dates of event:** 09/04/2017
- Start/End Times of Event:** Set Up starts at 3am, Tear Down by 2pm
What date/time will set-up begin? 09/04/2017 03:00:00 AM
What date/time will tear-down be complete? 09/04/2017 02:00:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** (if applicable): 6:45 am to 10 am
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 3,000 Event Staff/Volunteers: 100 Total: 3,100
- Name of applicant and Organization Requesting Permit:**
Brent Barrett - Start 2 Finish Events
a) Address: 769 S. Cooper St
Memphis, TN 38104
b) Phone: 9013011786 **c) Cell:** **d) Fax:**
e) E-mail address: brent@bluffcitysports.com
- DETAILED description of event** (use additional sheets):
5k, 10k, 1 mile kids run
- ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division**

Please detail any restricted parking areas on the event map.

Event Map: [Franklin Classic Start Finish.pdf](#)

10. **Person in charge on day of event:** Brent Barrett

Cell: 901-301-1786

E-mail address: brent@bluffcitysports.com

11. **Name and Cell Number of at least two others available on day of event:**

Name: Daniel Shaffer

Cell: 1-662-252-9248

E-mail address: Daniel@s2fevents.com

Name: Adam Shelton

Cell: 1-901-289-3170

E-mail address: adam@s2fevents.com

12.

Please attach a list containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

Administrative Contact List: [Franklin Classic Contacts.pdf](#)

13. **Where is your organization based?** Shelby County Tennessee

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** No

IRS tax exemption letter:

16. **Will you charge an admission fee?** Yes

Average admission fee: \$30

17. **Will you charge a vendor participation fee?** No

Average vendor participation fee?

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

20. **Is this event a fundraiser?** Yes

What organization will be the benefactor of event? Mercy Community Hospital

What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** No

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

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

Insurance Certificate:

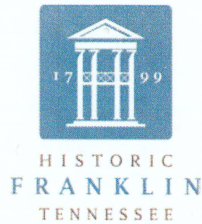
24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Sponsors of the event will be allowed to set up 10X10 tents through out the event area

25. **Will food, beverages, or merchandise be sold or given away?** Yes

Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider: [Franklin Classic Contacts.pdf](#)

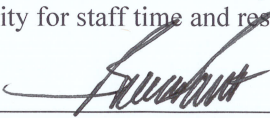
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** No
If yes, please list exact locations:
28. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** No
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Good Neighbor letter on letterhead - Word Template.doc](#)
Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY:  Date: 4/17/17
(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

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



Signature: _____

Buildings, Structures, & Power Sources

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

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: Brent Barrett - Start 2 Finish Events

Event Name: 39th Annual Franklin Classic 5k/10K

Event Date(s): 09/04/2017

1. **Time amplification equipment will be used:** From: 06:30:00 AM To: 01:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:

Finish Line on Main Street

Sound Amplification Map: [Franklin Classic Start Finish.pdf](#)

3. **For what purpose will sound amplification be used?** Please list all that apply:

- Announcements/Speeches
- Band/Singers
- DJ

4. **Type of Amplifier:**

- PA System

5.

Number of Amplifiers: 1	Number of Speakers: 4	Number of Performers: 2
--------------------------------	------------------------------	--------------------------------

6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Brent Barrett

Cell: 901-301-1786

E-Mail: brent@bluffcitysports.com

Name: Adam Shelton

Cell: 901-289-3170

E-Mail: adam@s2fevents.com

Authorized Signature: Brent Barrett

Date: 04/17/2017

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

Chad Pinkston

Marketing & Events Coordinator
Mercy Community Healthcare

1113 Murfreesboro Road, Suite 319
Franklin, TN 37064
Office [615-790-0567](tel:615-790-0567)
www.MercyTN.org

Brent Barrett
Start 2 Finish Event Management
769 S. Cooper
Memphis, TN 38104
901-301-1786



1113 Murfreesboro Road • Suite 319
Franklin, TN 37064
(P) 615.790.0567
(T) 866.790.8388
(F) 615.595.8030
www.mercytn.org

July 5, 2015

Dear Neighbor,

We are writing to let you know of an event coming to your neighborhood this fall. The 38th Annual Franklin Classic benefiting Mercy Community Healthcare will be held in Historic Downtown Franklin and the surrounding area on Monday September 5, 2016. Set up begins at 3:00 am and the races begin at 7:00am. The Franklin Classic is a 5K, 10K and 1K Kids Fun Run. The proposed map route is attached to this letter. Runners will run only in a designated, coned lane. Streets will be re-opened to traffic once the runners have passed. We look forward to hosting the 38th Annual Franklin Classic in your neighborhood and hope you will raise the excitement level in your neighborhood by getting involved.

The Franklin Classic is held to raise awareness and provide vital program funding for our organization, Mercy Community Healthcare, www.mercytn.org. Mercy Community Health is a local 501(c)(3) nonprofit organization providing complete primary healthcare, including sick and urgent care, counseling and social services, chronic illness management, and psychiatry services to patients of all ages, both insured and uninsured. Mercy exists to reflect the love and compassion of Jesus Christ by providing excellent healthcare for all and support to their families. Vision statement: Mercy Community Healthcare will transform the physical, mental and spiritual health of individuals through the healing power of Jesus Christ for generations to come. We hope you'll share in the excitement and participate on September 5th! Visit www.franklinclassic.org for info and to register.

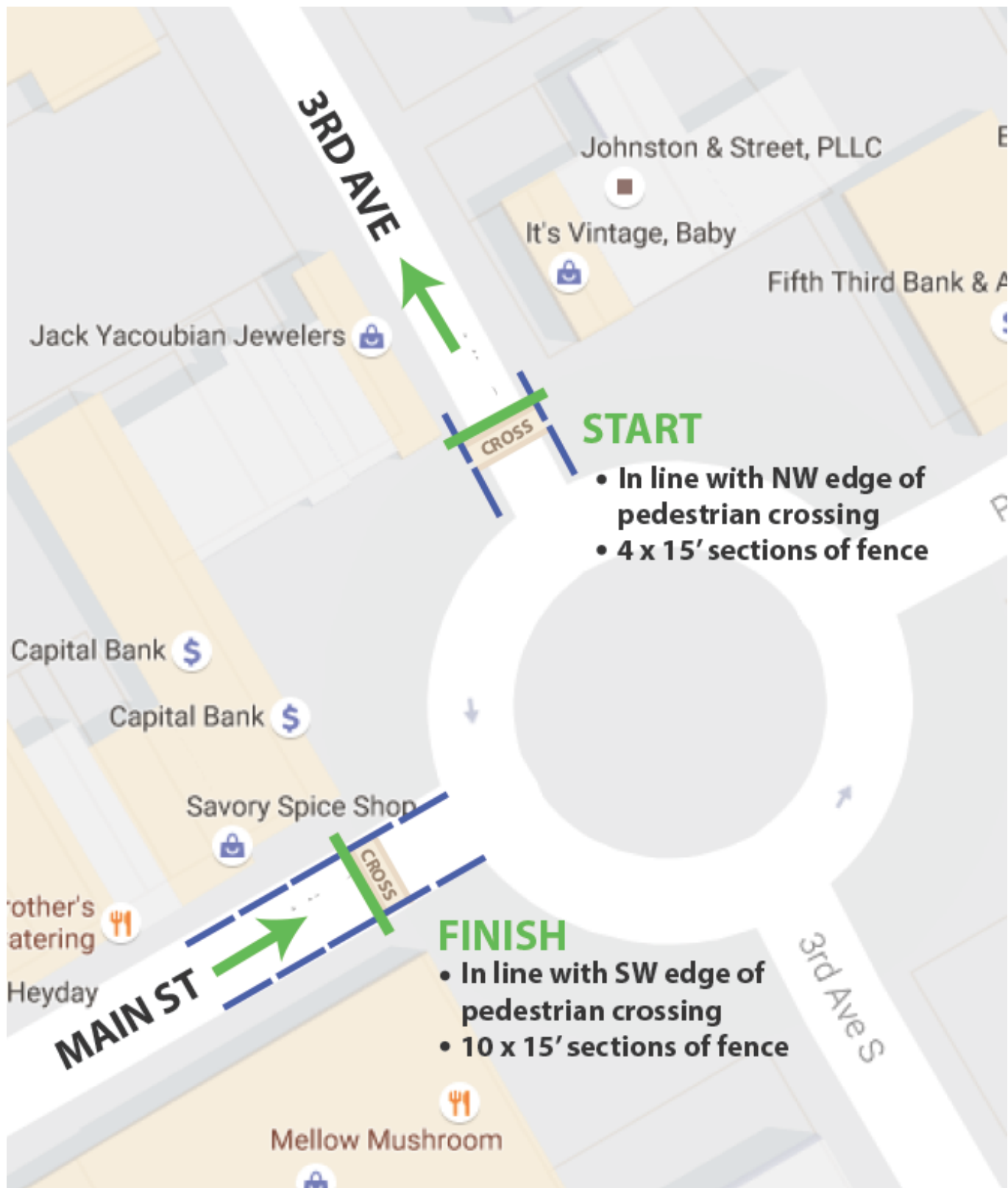
You may contact the event organizer, Start 2 Finish Event Management, by phone at (901) 274-2202 or by email, info@s2fnashville.com. You may also contact Monique McCullough with the Franklin Special Events office regarding the event at MONIQUEM@franklintn.gov, (615) 791-3217.

We would like to thank you in advance for any support that you can provide for the 38th Annual Franklin Classic. We hope you will help raise the excitement level about this event in your neighborhood!

Sincerely,

Allison Bender
Director of Development
Mercy Community Healthcare

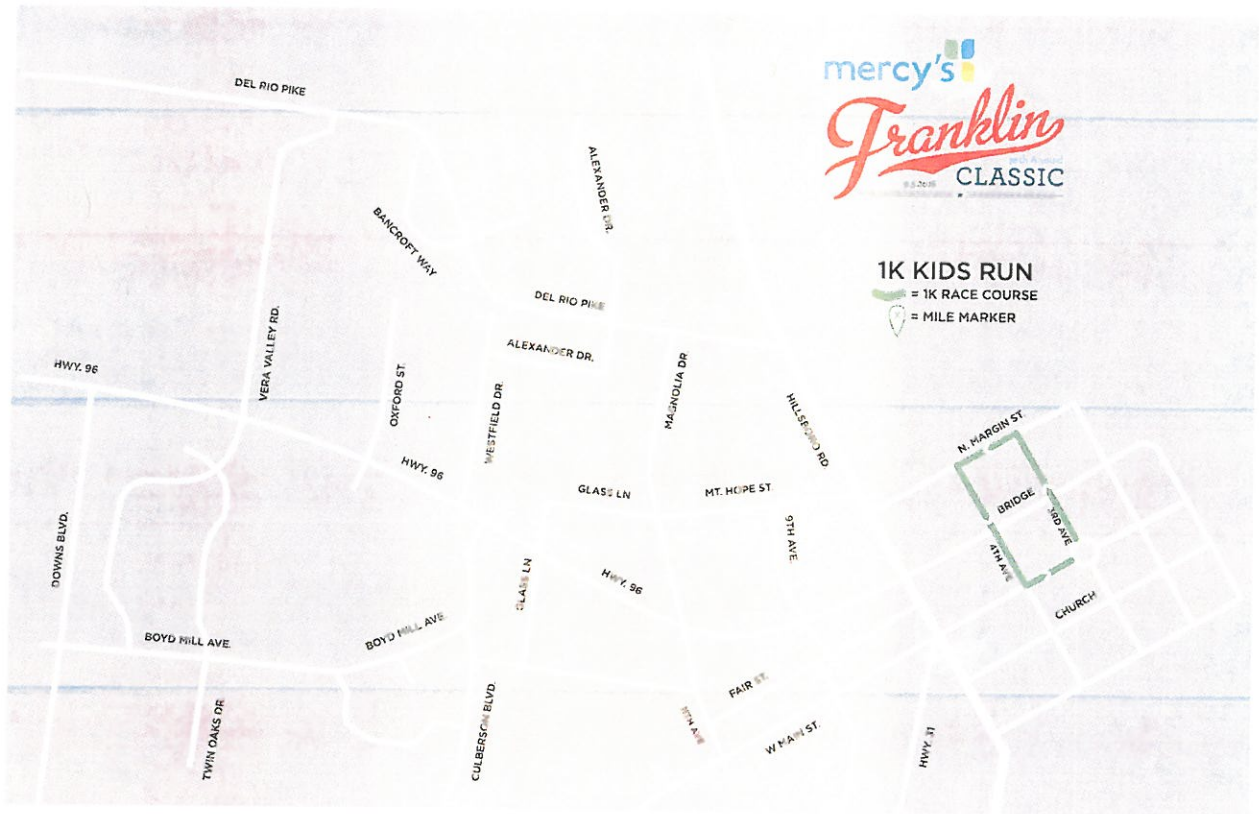




Start 2 Finish Event Management

1K

<http://www.mapmyrun.com/routes/fullscreen/1249310536/>



USAT&F Course Certification Number: N/A

Start Line Location: On Third Ave at City Square in line with NW edge of pedestrian crossing

Finish Line Location: On Main Street at City Square, in line with SW edge of pedestrian crossing

Number of Right Hand Turns: 0

Number of Left Hand Turns: 3

Number of Turnaround Signs: 0

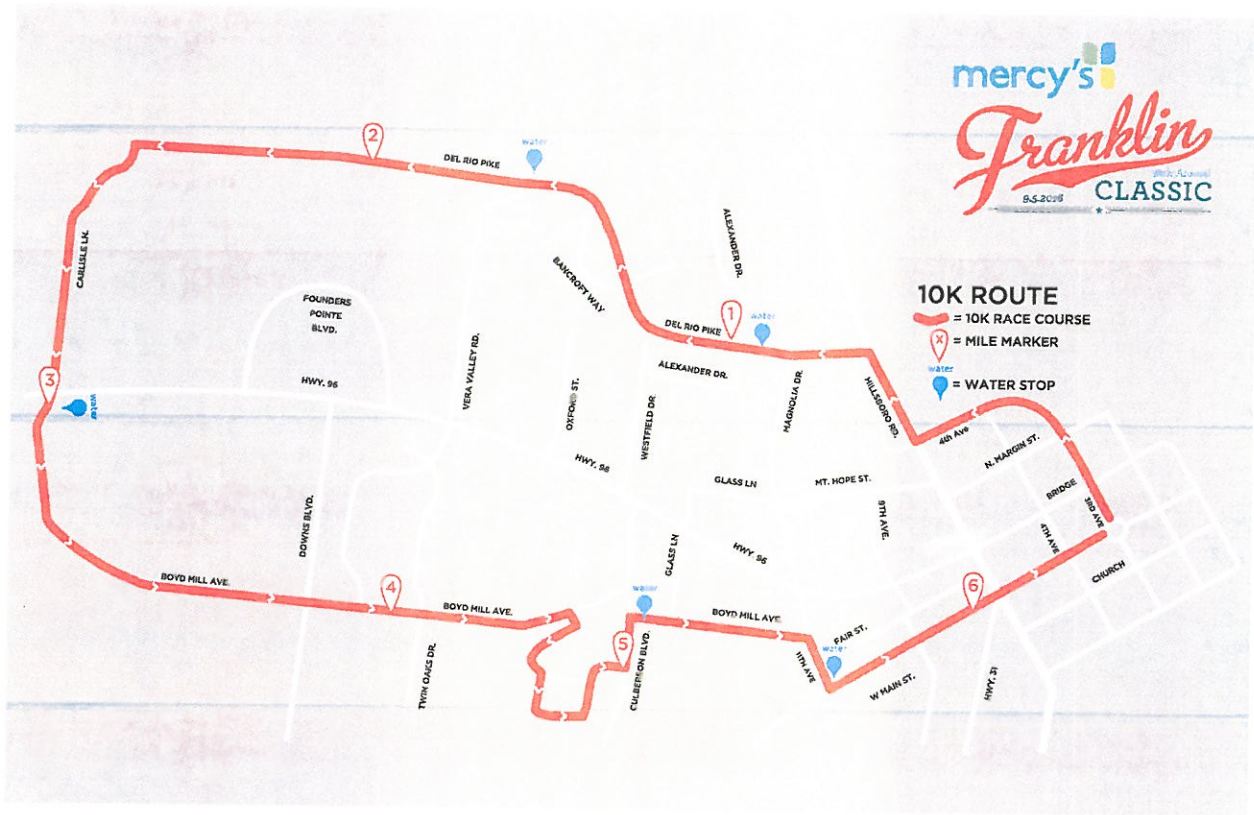
Turn by Turn Directions:

- Start on Third Ave at the City Square
- Left on N. Margin St
- Left on 4th Ave
- Left on W Main St to the finish at City Square on W. Main St

Start 2 Finish Event Management

10K

<http://www.mapmyrun.com/routes/fullscreen/1249256437/>



USAT&F Course Certification Number:

Start Line Location: On Third Ave at City Square in line with NW edge of pedestrian crossing

Finish Line Location: On Main Street at City Square, in line with SW edge of pedestrian crossing

Number of Right Hand Turns: 5

Number of Left Hand Turns: 6

Number of Turnaround Signs: 0

Turn by Turn Directions:

- Start on Third Ave at the City Square. Third Ave veers left to become 4th Ave.
- Right on Fifth Ave N (Hillsboro Rd)
- Left on Del Rio Pike
- Left on Carlisle, which becomes Boyd Mill Ave. Cross Hwy 96.
- Left into Jim Warren Park at entrance across skateboard park. Turn right and follow the parking lot around the ball fields. Turn right and then left onto the main park road. Continue down to the lower trail, then straight back to the tennis court loop.
- Left on Culberson Blvd

Start 2 Finish Event Management

5K

<http://www.mapmyrun.com/routes/fullscreen/1249282999/>



USAT&F Course Certification Number:

Start Line Location: On Third Ave at City Square in line with NW edge of pedestrian crossing

Finish Line Location: On Main Street at City Square, in line with SW edge of pedestrian crossing

Number of Right Hand Turns: 7

Number of Left Hand Turns: 5

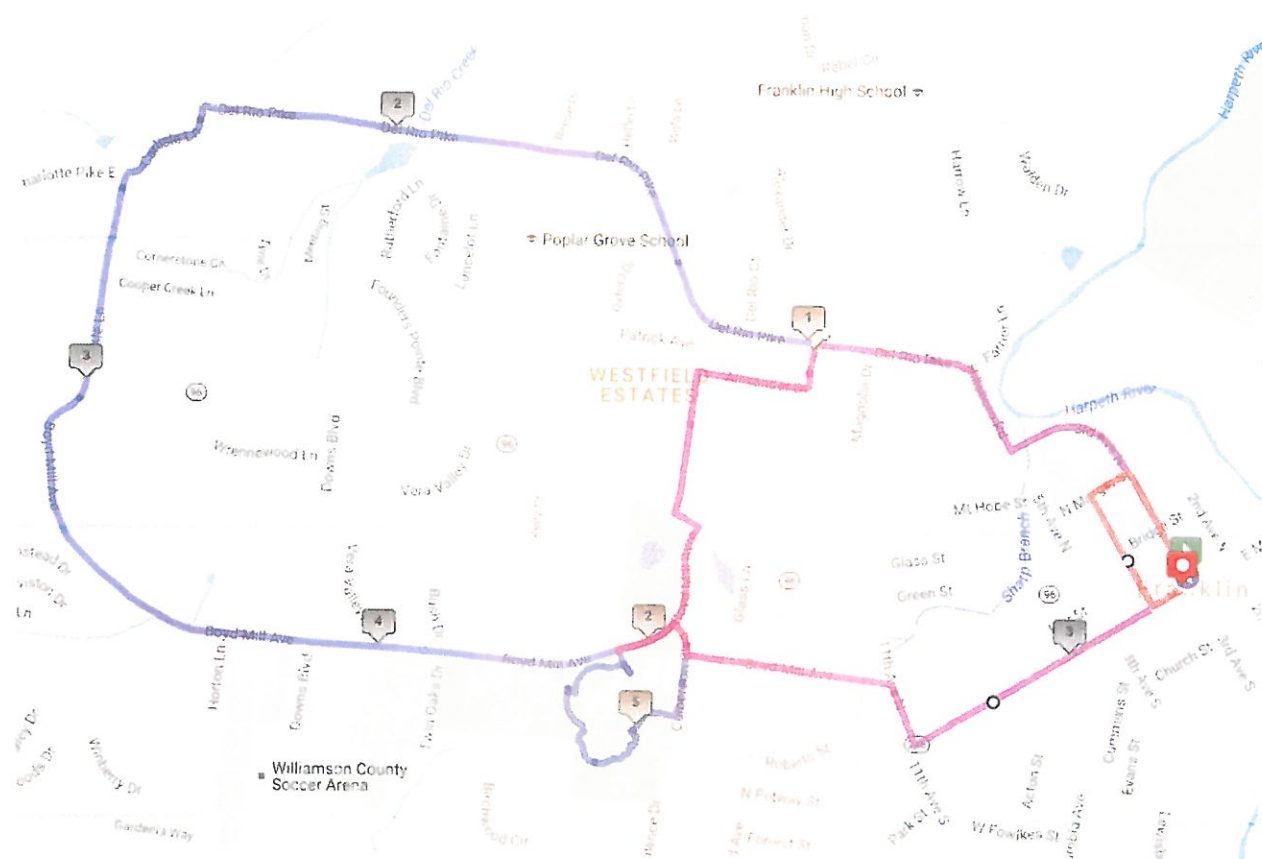
Number of Turnaround Signs: 1

Turn by Turn Directions:

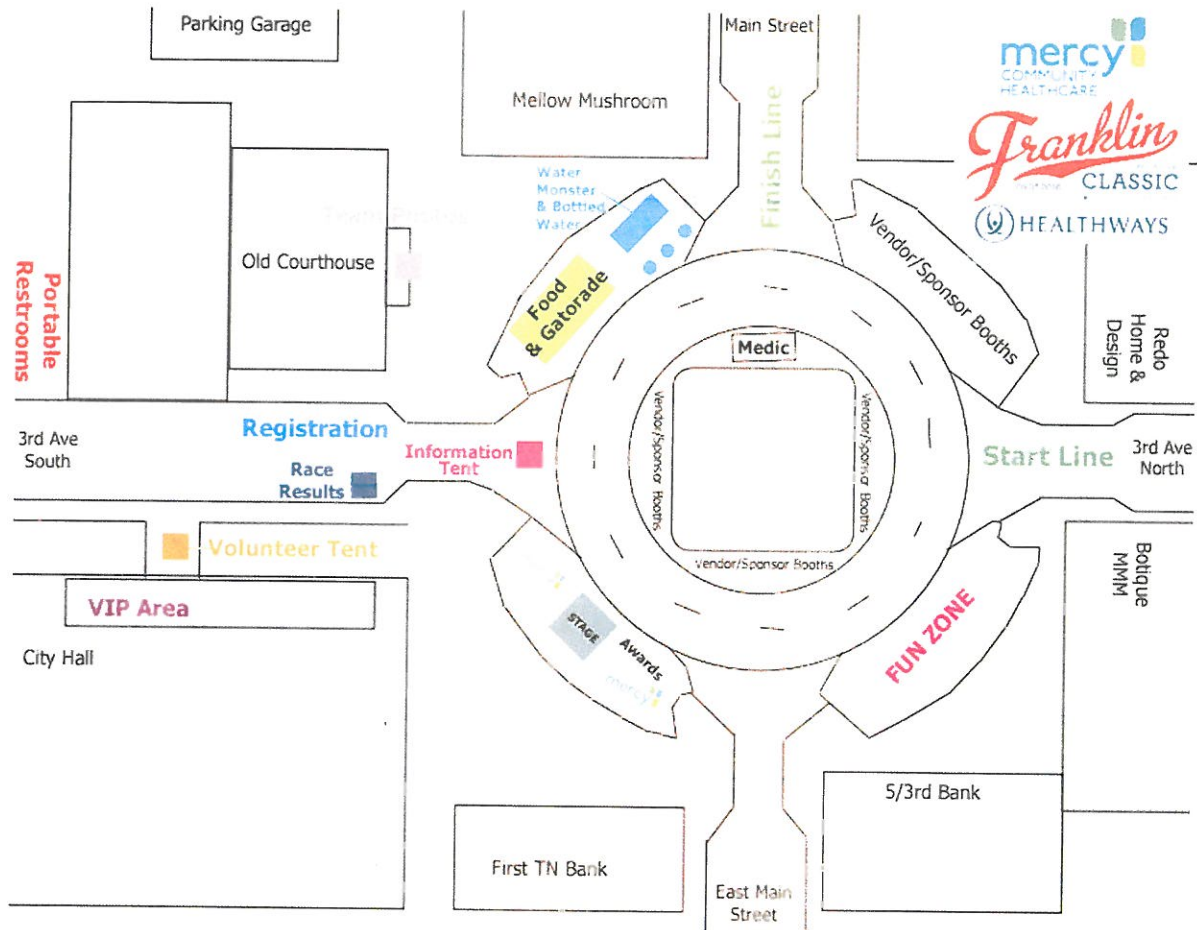
- Start on Third Ave at the City Square. Third Ave veers left to become 4th Ave.
- Right on Fifth Ave N (Hillsboro Rd)
- Left on Del Rio Pike
- Left on Alexander Dr
- Left on Westfield Dr
- Left on Hwy 96
- Immediate right on Boyd Mill Ave to a turnaround by the skating park. Return on the right side of the yellow median to turn right on Culberson Blvd.

Start 2 Finish Event Management

Run Course Details

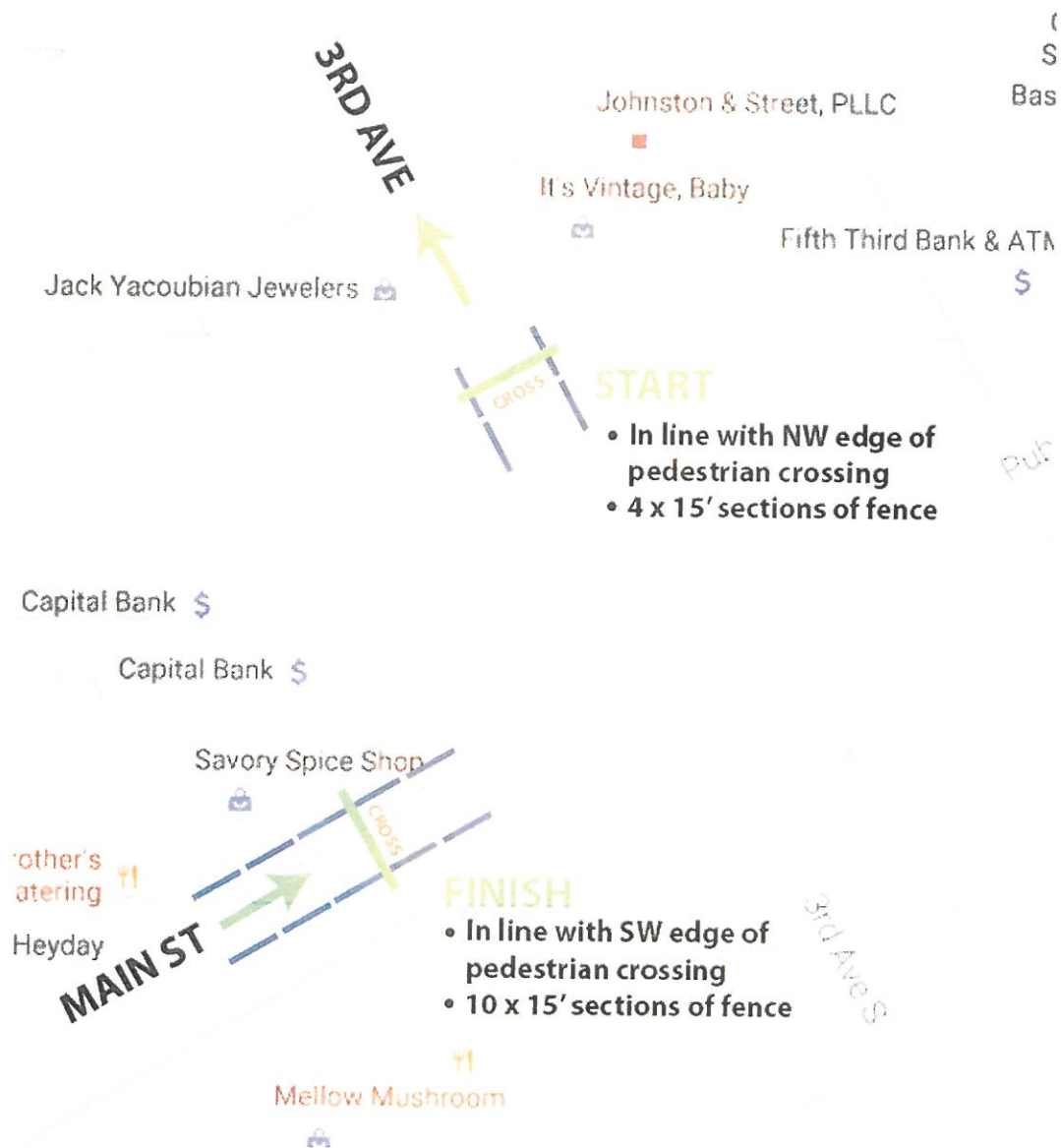


Start 2 Finish Event Management



Start 2 Finish Event Management

Expo



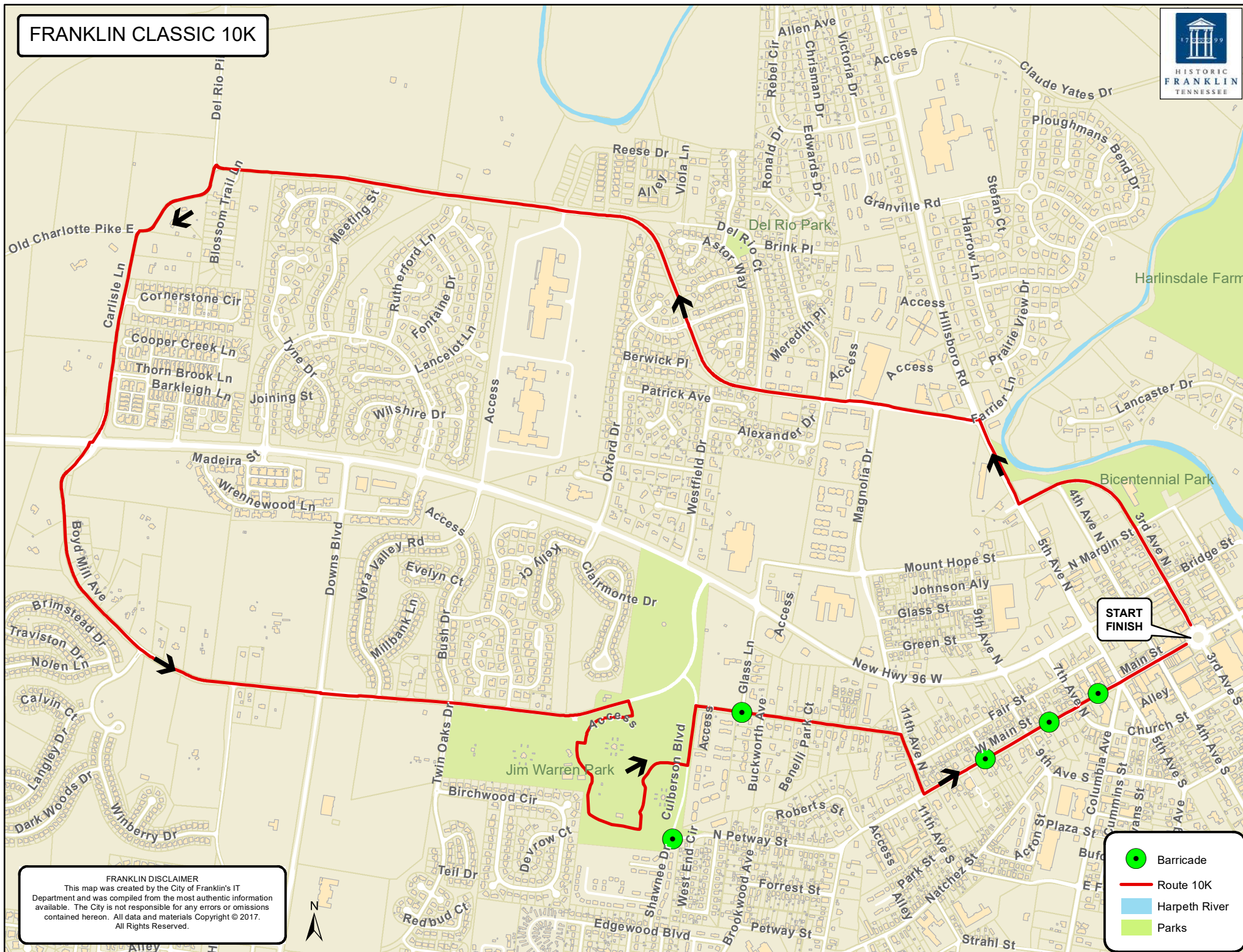
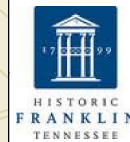
FRANKLIN CLASSIC 5K and KID'S 1K



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2017. All Rights Reserved.

- Barricade
- Route 5K
- Kids 1K
- Harpeth River
- Parks

FRANKLIN CLASSIC 10K



OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: See Attachment "A"

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

3) Date or dates of event: Saturday Nov 4, 2017

4) Time of Event: 8:00 AM - 10:30 AM

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

Set-Up Date/Time: 11-4-17 - 5:30 AM - 7:00 AM **Tear-down Date/Time:** 11/4 11 AM - 1 PM

*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:

Linda Smith on behalf of FiftyForward

a) Address: 174 Rains Avenue, Nashville, TN 37203

b) Phone: 615-743-3412 **c) Cell:** 615-400-5252 **d) Fax:** 615-743-3480

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

7) Person in charge on day of event: Karin Weaver

Cell: 615-772-5144 **E-mail address:** kweaver@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: Karin Weaver Cell: 615-772-5144 E-mail address: kweaver@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:

1,300 Participants / 150 Volunteers / 200 Spectators

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

Please see Attachment "D"

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

(if no, please state where: nashville w/ services in Williamson County)

See 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. 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? 100% to benefit FiftyForward

- 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. Yes
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Announcements, Awards, 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, event emcee
- 23) During what time period is sound amplification requested? 6:30am - 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 tent location
- 26) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. TBD
- 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 responsible for clean up under supervision of Volunteer Coordinator Robin Johnson
615-210-4557
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: *Eric S. Stuckey*
(Signature and title - must be officer of organization)

Date: 3/22/17

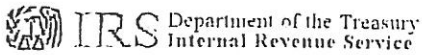
Approved by the Board of Mayor and Aldermen on _____, 20__.

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) ★
★
★*****



Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248567568
Feb. 24, 2010 LTR 4168C E0
62-0566419 000000 00

00031578
BODC: TE

SENIOR CITIZENS INC
174 RAINS AVE
NASHVILLE TN 37203-5319



123112

Employer Identification Number: 62-0566419
Person to Contact: Bill Bertram
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 12, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MARCH 1958.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

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

A RUN FOR DIVAS AND DUDES



benefiting FiftyForward

*Fifty
Forward*

ATTACHMENT "A" LOCATION/COURSE MAPS

Viva la Diva Run – City of Franklin Race Application

Attachment A :

1.) Location Requested

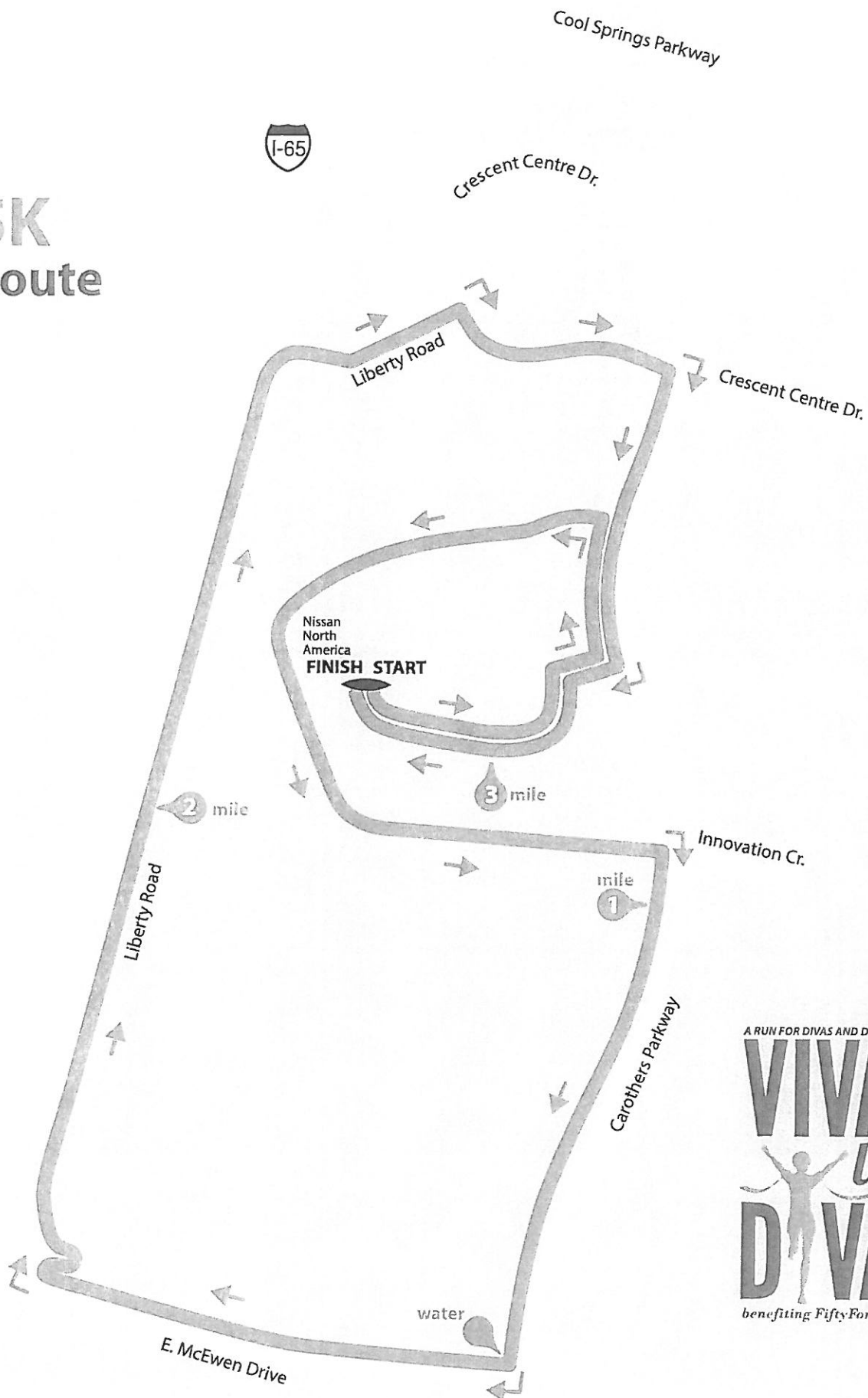
Viva la Diva 10k Route Directions – turn by turn:

- Start on Nissan Campus (existing start line) to Carothers
- Cross Carothers at light & left (north) on Carothers to Healthways entrance
- Healthways road to Cool Springs Blvd.
- Rt. (east) on Cool Springs Blvd. to Carronbridgeway
- Rt. On Carronbridgeway to Waterbury Circle
- Rt. On Waterbury Circle to Autumn Lake Trail
- Rt. On Autumn Lake Trail to Waterbury Circle
- Rt. On Waterbury Circle to Canton Stone Drive
- Lf. On Brickston St to Carronbridgeway
- Rt. On Carronbridgeway to Cool Springs Blvd.
- Rt. On Cool Springs Blvd to E. McEwen Drive
- Rt. (west) on E. McEwen to Old Liberty Pike (closed service road)
- Follow Old Liberty Pike to end at Crescent Centre Dr. (South)
- Rt. To Carothers
- Rt. (south) to Nissan entrance to finish line (existing)

Benefits of this route:

- This route uses the more heavily traveled residential roads (Cool Springs Blvd. & McEwen Dr.) at the beginning of the race allowing roads to open quickly.
- The majority of the race is on private or closed roads and will not impact traffic.
- The Race Route moves with traffic on public roads so police and pace car may move with participants for safety.
- The use of HealthWays road allows participants to avoid the Carothers/Cool Springs intersection for safety and less impact on traffic flow.

5K Route



A RUN FOR DIVAS AND DUDES
**VIVA
la
DIVA**
benefiting FiftyForward

A RUN FOR DIVAS AND DUDES



benefiting FiftyForward

*Fifty
Forward*

ATTACHMENT "B" EVENT DESCRIPTION

Attachment B:

9.) Detailed description of event:

On Saturday, November 4, 2017 more than 1,000 area runners and walkers of all ages will gather for the 7th annual Viva la Diva Run for Divas and Dudes. Runners' Village will be located at Nissan North America campus in the beautiful Cool Springs area of Franklin, Tennessee. The race, produced by FiftyForward, benefits the beloved non-profit's important mission of providing older adults with pathways to health, well-being and lifelong learning. Specifically, the race promotes and benefits health, wellness and safety programs for older adults.

While The Viva la Diva directly benefits FiftyForward's programs and services, the Franklin and Williamson County communities also benefit. The annual race has become an important component of Nissan's employee health and wellness program with a large number of employees participating as race participants and/or volunteers.

In 2016, more than 1,300 participants ran or walked the certified 5K or 10K courses. Participants, spectators, volunteers and sponsors enjoyed entertainment and appearances by local officials on the Nissan campus. A "Best Dressed Diva and Dude" contest judged by local fashion professionals added a lively, EARLY pre-race component.

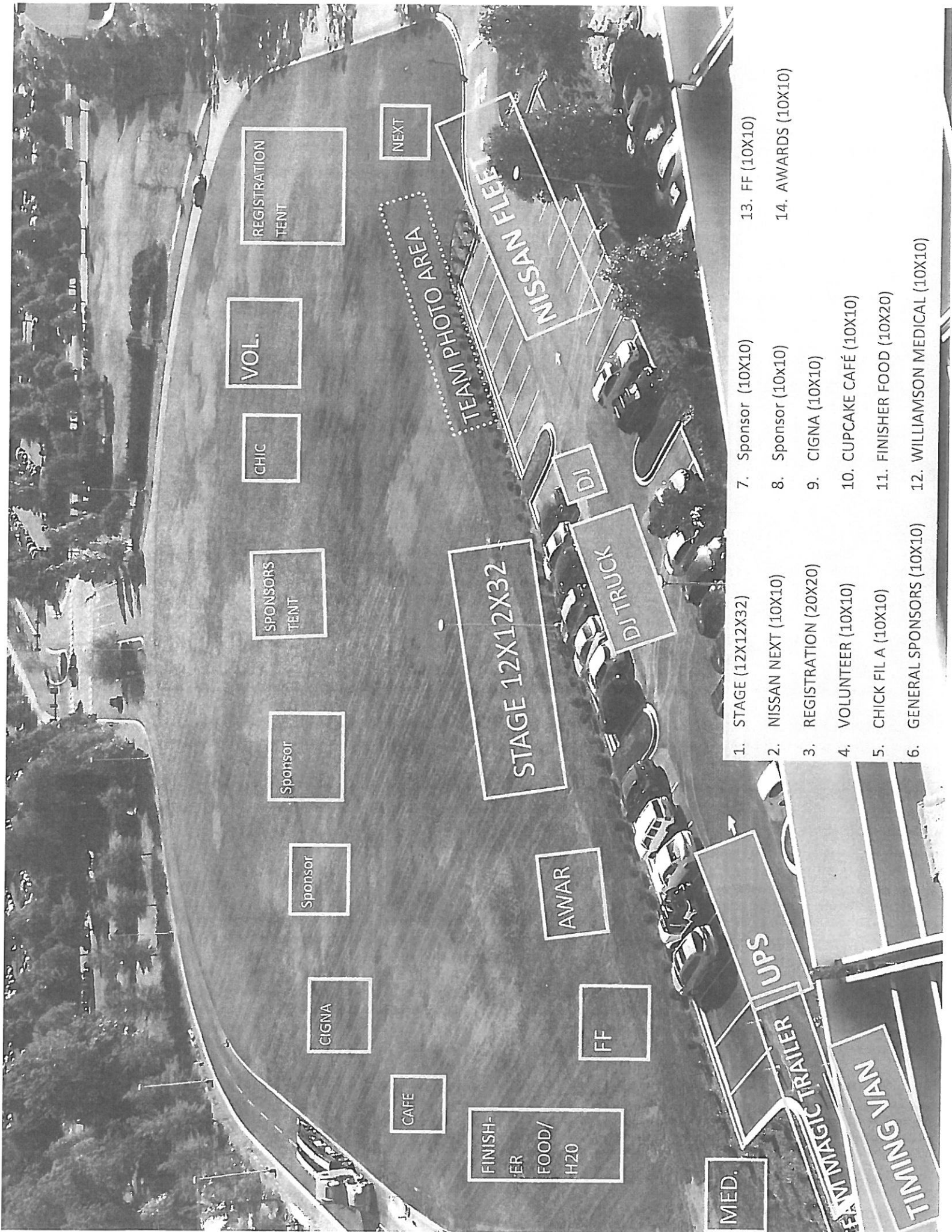
Viva la Diva 2017 will procure race management services from Team Magic and Williamson Medical Center will provide medical services.

Proposed Changes for the 2017 Viva la Diva Run:

- Start the 5K and 10K races at the same time (8 am). This will improve runner safety and reduce the amount of time lanes are closed to general traffic. In the past 10K runners were driving in as 5K runners were on course. Starting both races at the same time will ensure all participants are parked and onsite before 8 a.m. This will also cause a shorter impact to traffic on main roads as the race will finish earlier.

16.) Participation Fees:

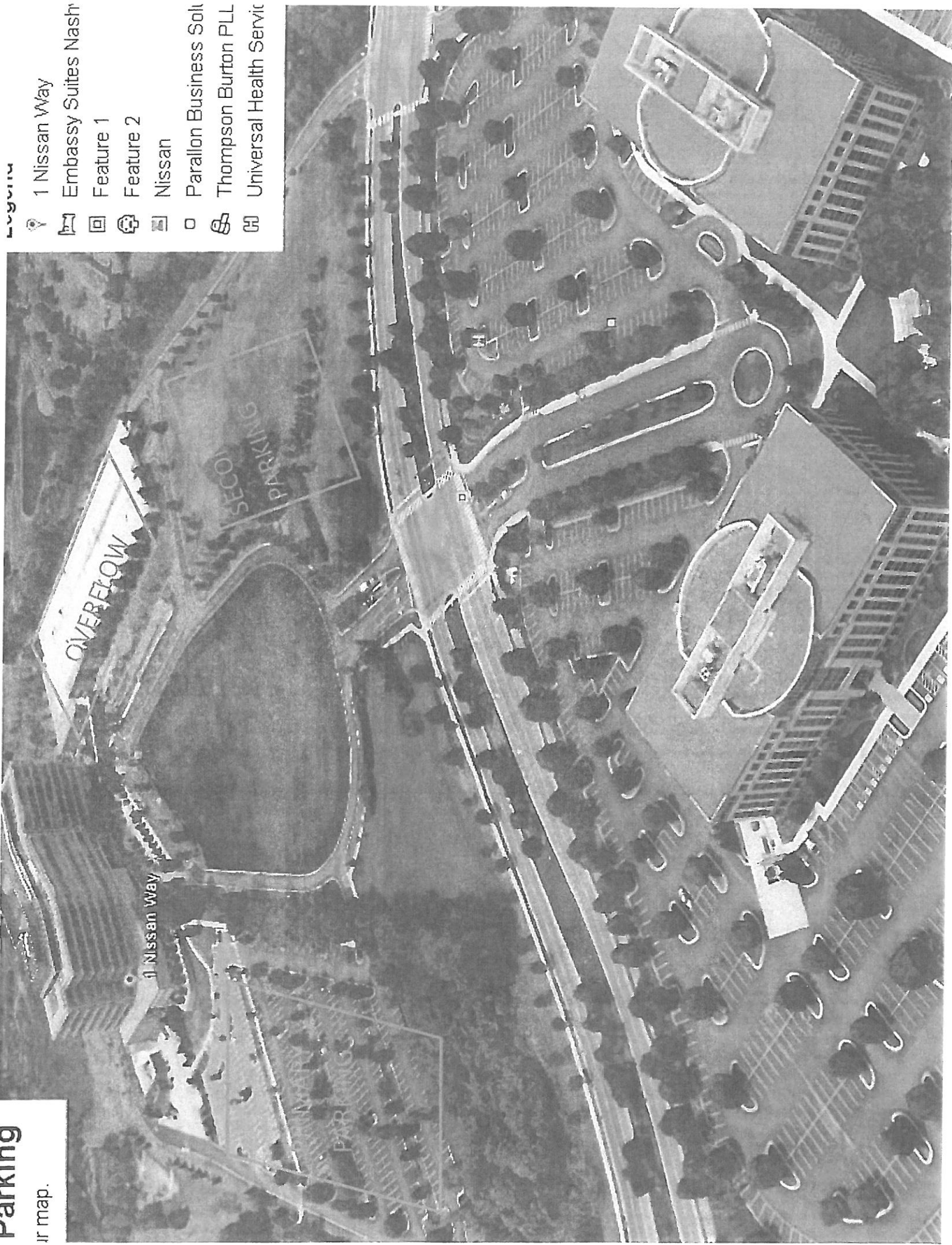
Event	Fee until 9/1	9/2-11/4	Race Day
5K	\$35	\$40	\$45
10K	\$40	\$45	\$50



1. STAGE (12X12X32)
2. NISSAN NEXT (10X10)
3. REGISTRATION (20X20)
4. VOLUNTEER (10X10)
5. CHICK FIL A (10X10)
6. GENERAL SPONSORS (10X10)
7. Sponsor (10X10)
8. Sponsor (10X10)
9. CIGNA (10X10)
10. CUPCAKE CAFÉ (10X10)
11. FINISHER FOOD (10X20)
12. WILLIAMSON MEDICAL (10X10)
13. FF (10X10)
14. AWARDS (10X10)

Parking

ir map.



Legend

- 1 Nissan Way
- Embassy Suites Nashv
- Feature 1
- Feature 2
- Nissan
- Parallon Business Solt
- Thompson Burton PLL
- Universal Health Servic

A RUN FOR DIVAS AND DUDES



benefiting Fifty Forward

*Fifty
Forward*

ATTACHMENT "D" COMMITTEE ROSTER



Karin Weaver, Race Coordinator
174 Rains Ave.
Nashville, TN 37203

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

Betsey Hoskins, Nissan
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Franklin, TN 37067
Betsey.hoskins@nissan-usa.com
615-519-8435

Misa Acox, Website/Marketing
615-743-3430
macox@fiftyforward.org

Susan Sizemore, Marketing/PR
615-743-3411
ssizemore@fiftyforward.org

FiftyForward Events Coordinator
Elizabeth Ralph or Alice Whitson

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

Faye Yates, Race Management
President, Team-Magic
faye@team-magic.com
615-415-3520

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

A RUN FOR DIVAS AND DUDES



benefiting Fifty Forward

*Fifty
Forward*

ATTACHMENT "E" ORGANIZATION LOCATION

Attachment E:

13.) Is your organization based in Williamson County?

FiftyForward, is a 501C3 nonprofit organization with an important mission: enriching the lives of those 50+ by providing opportunities for health, well-being and lifelong learning. It operates seven lifelong learning centers across Davidson and Williamson County. Two of those centers are popular fixtures of Williamson County: FiftyForward Martin Center, located in Brentwood and FiftyForward College Grove.

Services provided to Franklin Residents include:

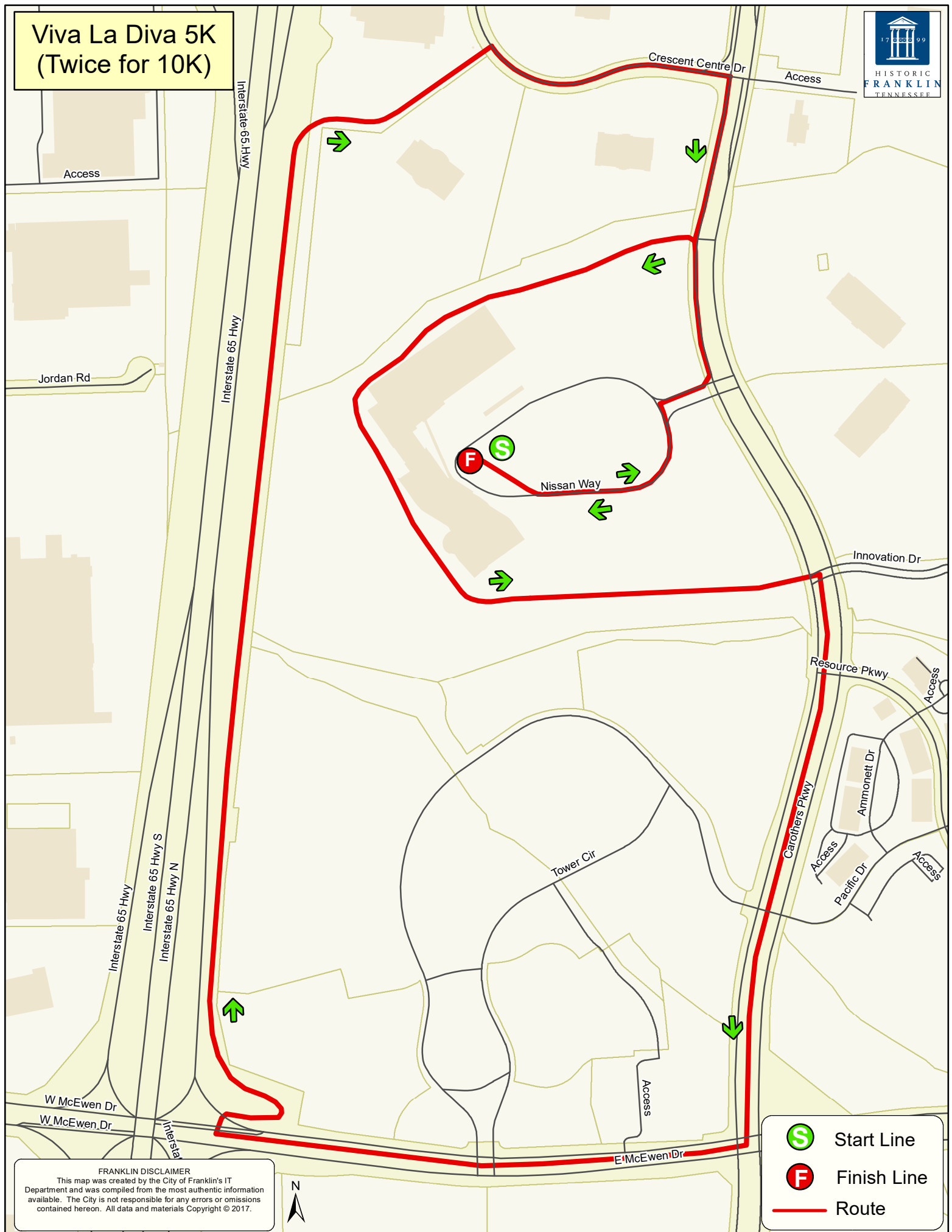
In-home care management for frail, low income, homebound older adults is provided through **FiftyForward Supportive Care Services**. Approximately 40 individuals benefit annually.

Social, recreational, educational, health/wellness, and volunteer activities, classes and events are provided for active older adults **at FiftyForward College Grove and FiftyForward Martin Center**. These centers serve more than 2,200 Williamson County/Franklin residents each year. Additionally, several hundred more Williamson Countians participate in agency-produced events including Music and Memories at the Historic Franklin Theatre, Martin Masters located at FiftyForward Martin Center, the Katie Reed Golf Classic benefitting FiftyForward College Grove and of course, the Viva la Diva run at Nissan North America's headquarters.

FiftyForward's **Friends Learning in Pairs (FLIP)** program matches adults age 55+ with struggling elementary school students in Williamson County public schools. Founded in 1993, FLIP tutors provide one-on-one tutoring to children who are at least ½ grade level behind in either reading or math. FLIP tutors meet individually with their assigned students for 30 minutes each week during the school year. The tutor/student team is in place throughout the year to form a meaningful relationship. FLIP partners with high-needs schools and students are referred by their teachers, who provide information on the child's academic and social challenges.

The Williamson County School System's Strategic Plan seeks "To implement a comprehensive, tiered instructional model with differentiation in all curriculum areas for K-5." FLIP tutors work carefully with each child, guided by instructions from the classroom teacher, to meet the individual student at his or her level. A FiftyForward FLIP tutor says about the program, "It is a safe environment to make mistakes, try new methods and find small successes. The student returns to the classroom feeling more confident in his or her abilities."

In 2016, 195 Williamson County students received one on one tutoring through this program.





HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Jai Guru Dev of Franklin, LLC, owned jointly by the managing agent, Ramesh Surati and Manharbhai Patel, who have made application for a retailer's license to handle alcoholic beverages at 1110 Hillsboro Road, Suite 120a, Franklin, TN 37064 (The Corner Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have 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 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 13^h Day of June, 2017.

Dr. Ken Moore
Mayor



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Radhe Radhe Bal, LLC, owned by the managing agent, Ranjanben Patel, who has made application for a retailer's license to handle alcoholic beverages at 111 Del Rio Pike, Franklin, TN 37064 (Del Rio Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have 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 13th Day of June, 2017.

Dr. Ken Moore
Mayor



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 Harpeth Liquors, Inc. (Satish Kumar Patel), who has made application for a retailer's license to handle alcoholic beverages at 1203 Murfreesboro Road, Suite 503, 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 will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant 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 13th Day of June, 2017.

Dr. Ken Moore
Mayor

DRAFT RESOLUTION 2017-17

TO BE ENTITLED: “A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF SEVERAL PROPERTIES NOT ADJOINING THE EXISTING CITY LIMITS, LOCATED ON THE NORTH AND SOUTH SIDE OF MURFREESBORO ROAD, EAST OF NORTH CHAPEL ROAD, AND WEST OF TRINITY ROAD, AND WITHIN THE EASTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB), BY THE CITY OF FRANKLIN, TENNESSEE.”

WHEREAS, *Tennessee Code Annotated* (T.C.A.) §§ 6-51-102 and 6-51-104(d) (4), as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

WHEREAS, T.C.A. § 6-51-104 (d) (1), as amended, permits the annexation of territory that does not adjoin the boundary of the main part of the municipality, without extending the corporate limits of that territory, if the territory proposed for annexation is entirely contained within the municipality’s urban growth boundary and is to be used for commercial purposes or future residential development; and

WHEREAS, T.C.A. § 6-51-104 (d) (4) requires that the plan of services shall be prepared by the municipality in cooperation with the County in which the territory is located. The municipality and the county shall enter into an interlocal agreement pursuant to T.C.A. § 5-1-113, as amended, to provide emergency services for any interceding properties and to maintain roads and bridges comprising the primary route to the area thus annexed as the municipality and the county deem necessary; and

WHEREAS, the City of Franklin and Williamson County have, or will have entered into an interlocal agreement as required by T.C.A. § 6-51-104 (d) (4) prior to final passage of Resolution 2017-17; and

WHEREAS, T.C.A. § 6-51-104 (d) (2), as amended, requires the written consent of the property owner or owners; and

WHEREAS, Ravenwood LP, Brentwood Inn LLC, Smith Reese L III ETAL, CBMS LLC, Wilson Pike LLC, and R&S Rental Properties LLC, (“Owners”) of property located at 4468 Murfreesboro Road (88---01801), Murfreesboro Road (88---01802), Murfreesboro Road (88---01805), 3698 N. Chapel Road (88---01806), 4417 Murfreesboro Road (88---01900), and 151 Trinity Road (87---03800) (“Properties”), petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (“City”), to annex six (6) parcels, containing 490.93 acres, located within the Franklin Urban Growth Boundary (UGB), and not adjoining the city limits; and

WHEREAS, the Properties are located on the north and south side of Murfreesboro Road and east of North Chapel Road and west of Trinity Road, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres	Owner	Property Address
88---01801	174.61	Ravenwood LP	4468 Murfreesboro Rd
88---01802	95.68	Brentwood Inn LLC	Murfreesboro Rd
88---01805	41.18	Smith Reese L III ETAL	Murfreesboro Rd

88---01806	20.41	CBMS LLC	3698 N Chapel Rd
88---01900	82.05	Wilson Pike LLC	4417 Murfreesboro Rd
87---03800	77.00	R&S Rental Properties LLC	151 Trinity Rd
Total	490.93		

WHEREAS, this resolution shall bind the Owners and subsequent Owners of the Property; and

WHEREAS, the Franklin Municipal Planning Commission has reviewed and recommended _____ of the Plan of Services for the annexation area; and

WHEREAS, a public hearing was held following public notice as required by T.C.A. § 6-51-102, as amended; and

WHEREAS, it is believed it is in the best interest of the City to adopt a Plan of Services for the area petitioned to be annexed in order to provide for future development in accordance with City standards; and

WHEREAS, this resolution shall not bind the City to later annex the Property.

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

SECTION I. Pursuant to the provisions of T.C.A. §§ 6-51-102 and 6-51-104 (d) (4), as amended, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

A. Water

1. The Properties are located within Milcrofton Water District service area.
2. Water availability shall be approved by the Milcrofton Water District and the Owners shall provide documentation of water availability prior to annexation of the Properties by the City.
3. The Owners shall be required to provide adequate fire flow and pressure to the Properties as required by adopted City requirements.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. The Properties are not located within 1,000 feet of an existing reclaimed water line and a major extension would be required to serve the Properties. Therefore, the Owners shall not be required to extend reclaimed water lines to the Properties.

C. Wastewater

1. The Property lies within the Mayes Creek Basin as defined in the City's Sanitary Sewer Basin Study.
2. The Owners are proposing to construct approximately 1,400 dwelling units and 135,000 square feet of commercial development on the Properties.
3. The Owners shall be required to extend the Harpeth River Interceptor approximately 6 miles to the property line. The exact size, length, location, and timing shall be determined based on the update to the Mayes Creek Sewer Basin Plan currently being completed by the City and an engineering study prepared by the Owners and approved by the City.

4. All sanitary sewer facilities shall be constructed by the Owners and dedicated to and operated by the City.
5. The Owners shall be required to submit engineering calculations to the City to determine final sizing requirements.
6. The Owners shall be required to provide Engineering design, construction, easements, rights-of-way, and the costs associated with the installation of the on-site sanitary sewer infrastructure required to serve the development of the Properties.
7. The Owners shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.
8. Additional personnel and equipment will be required as the Properties develop. The timing for the additional personnel and equipment shall be determined as part of the approval of the zoning and development plan for the Properties.

D. Stormwater

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

E. Streets

1. The emergency maintenance of any existing County streets annexed by the City as part of this annexation petition will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished according to existing City policies.
3. Access to the Properties shall be approved during the development review process and shall comply with the recommendations as shown in the Major Thoroughfare Plan.
4. The Owners of the Properties shall be required to submit a traffic impact analysis prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact analysis shall be determined prior to submittal of the Development Plan in accordance with City policies. Required street improvements shall be determined as part of the approval of the Development Plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. Within 12 months after the effective date of the annexation, the City shall add northbound Opticom pre-emption at the SR-96E and Arno Road intersection. The Owners shall be responsible for reimbursing the City for the cost of the equipment and installation of the pre-emption equipment. No other needs have been identified for the area at this time.
2. New development shall comply with City regulations governing traffic control devices and markings after the effective date of annexation.

G. Street Lighting

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

H. Street Name Signs

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

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation. Current response will be provided primarily from Fire Station 6 located at 1061 Cool Springs Boulevard. No additional personnel or equipment will be necessary to initially serve the annexation area.
2. An additional fire station, personnel and equipment will be required as the Properties develop. The Owners shall work with the City to identify an appropriate site near the intersection SR-96E and North Chapel Road containing at least 3 acres for the Owners to dedicate to the City for the construction of a new fire station. The City shall agree to the location and the land shall be dedicated to the City prior to the issuance of any certificates of occupancy within the annexed Properties. The completion and staffing of the fire station shall be determined by the City.
3. Home fire sprinkler system shall be installed and maintained in all newly constructed homes that are not contiguous to the City Limits and are not served within a 4-minute average fire response time by the City of Franklin as determined at the time of site plan approval.
4. Where water is available and prior to the issuance of any certificates of occupancy, the applicant shall coordinate with the City and confirm the presence of fire hydrants every 1,000 feet along SR-96E from the existing city limits to the limits of the Properties to be annexed.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. According to the Franklin Land Use Plan, the Properties are located in the Seward Hall Character Area, Special Area 7. The Plan recommends that the entire area should retain a Suburban and Rural Character and the preservation of natural features in the area is critical in order to retain its current character. The Land Use Plan recommends the following policies for Special Area 7:

Character

1. This area currently comprised of residential, civic/institutional uses as well as vacant properties that may receive development pressures in the future due to widening of Highway 96/Murfreesboro Road and the potential extension of Market Street.
2. The protection of environmental features is important to this area's unique character.
3. A special area amendment is encouraged when the location and alignment of the Market Street extension is finalized.

Land Use

4. Existing uses are predominantly Civic/Institutional Uses and Detached Residential. Additional similar uses are appropriate.
5. If adequate infrastructure is available, Neighborhood Retail, Civic/Institutional Uses, Professional Offices and Attached Residential may be appropriate. If these uses are proposed, a master plan is encouraged.
6. New growth should be encouraged only in areas where adequate public water, sewer and streets are currently available or are planned.

Development Form

7. This area should follow standards for the Conventional/Suburban Design Concept.

8. Once adequate infrastructure is available and the extension of Market Street is further refined, a Local Commercial Activity Center may be an appropriate alternative Design Concept. Associated uses are limited to those identified in the section above.
9. A transition to adjacent uses and development patterns should be provided. Smaller lots should not be located on the exterior of a proposed development adjacent to, or across the street from, larger lots of an existing development. However, if the applicant proposes an alternative, and if potential conflicts will be created, the applicant shall give justification as to how they will be mitigated or avoided.

Connectivity

10. Community gateways should be identified and improved. Gateways can be key entrances into the community, or they can be key connections between neighborhoods or business districts. The Major Thoroughfare Plan identifies roadway extension and widening to Murfreesboro Road and Market Street running through the center of this special area.
11. Greenways should be encouraged as they provide an open space network between neighborhoods, mixed use centers, office and commercial developments, business districts, parks, schools and historic sites. The Greenway and Open Space Plan calls for a multi-use path and bike lanes along Murfreesboro Road.

Open Space

1. A well-integrated network of connected open space and parks shall be encouraged to add public amenities and to preserve the existing qualities of the area.
2. Common design elements, such as fieldstone walls and wood plank fencing, shall be used to create and maintain the land-use character of the area.
3. If the proposed plan for the development conflicts with the Land Use Plan, a Land Use Plan amendment must be approved by the Planning Commission prior to consideration of the annexation and Plan of Services by the Planning Commission and BOMA.
4. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen, pursuant to the recommendations of the Franklin Land Use Plan and the requirements of the Franklin Zoning Ordinance, with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area. The Owner shall also be required to submit a Planned Unit Development (PUD) Development Plan pursuant to the requirements of the Zoning Ordinance.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Dedication Ordinance.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation. One additional school crossing guard will be required to initially provide service to Trinity Elementary School. No other additional manpower or equipment will be necessary to initially serve the annexation area.
2. Additional personnel and equipment will be required to serve the area as the Properties develop in order to continue the present level of police protection provided throughout the City. The timing and number of additional personnel and equipment necessary to service the future growth in the annexation area shall be determined as part of the approval of zoning and development plans for the Properties.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.
3. Additional personnel and equipment will be required as the Properties develop. The timing and number of additional personnel and equipment necessary to service the future growth in the annexation area shall be determined as part of the approval of zoning and development plans for the Properties.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area upon the effective date of the annexation. However, additional manpower and equipment will be necessary to serve future developments within the annexation area. The need for additional manpower and equipment will be evaluated and determined as part of the zoning and development plan review and approval process.
3. In accordance with adopted City requirements, Non-Residential owner(s) do not have to use the City as a provider, but the Non-Residential owner(s) shall be responsible for providing refuse collection services as a matter of public health. The Non-residential owner(s) shall present a plan for service for refuse collection services for approval by the Sanitation and Environmental Services Department, and shall be required to install required dumpster enclosures if dumpsters will be used for holding refuse between scheduled service days. Residential properties are required to have at least one (1) City-issued rollout container and pay for residential collection services as required by the Franklin Municipal Code.
4. As the City limits expand further into the Urban Growth Boundary (UGB), the City should evaluate the need for an additional transfer station to accommodate the anticipated growth of the City and increased volumes of waste.

SECTION II. This Resolution shall take effect from and after its adoption.

ADOPTED THIS _____.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

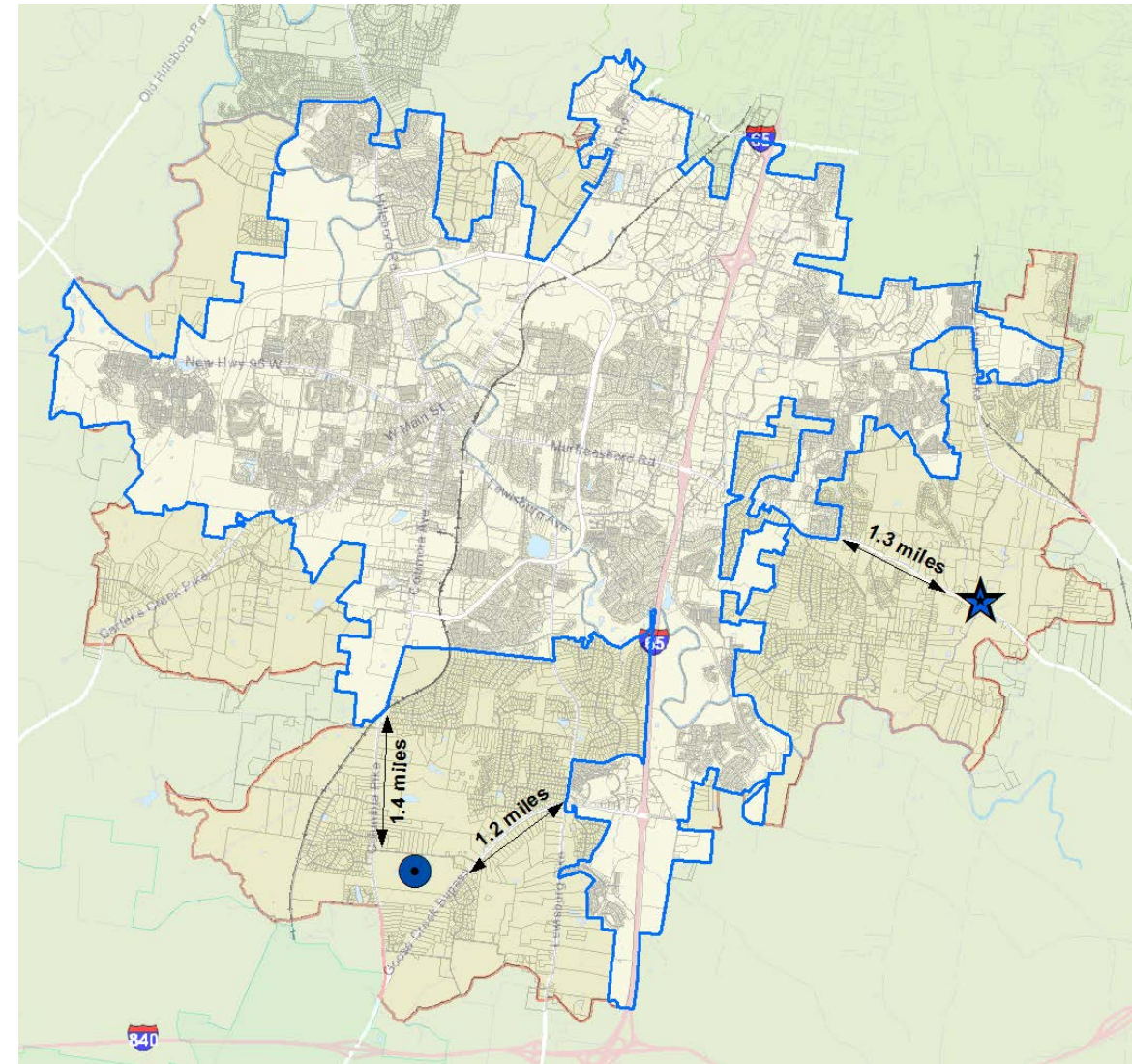
Shauna R. Billingsley
City Attorney

Mayes Creek Non-contiguous Annexation Request

BOMA WORKSESSION – APRIL 25, 2017

Non-contiguous Annexations

- The City may annex property located in the Urban Growth Boundary (UGB) that is not contiguous to the existing city limits upon the request of a property owner(s)
- Plan of Services (POS) for non-contiguous annexations have additional requirements
 - Must be prepared in cooperation with the County
 - City and County have to adopt inter-local agreements for the following items:
 - How emergency services will be provided to any interceding properties, and
 - Maintenance of roads and bridges located on the primary route to the area being annexed as deemed necessary by the City and County.
- Several property owners have expressed interest in annexing property that is not contiguous to the City limits.



Key BOMA Policy Considerations - Non-contiguous Annexations

- Does the proposed development fit the City's broader land use vision / consistent with Long Range Plans?
- Does the proposed development fill a community need and bring high quality development to the City?
- Does the proposed development help advance Key Infrastructure Plans?
- What is the impact of the proposed development on overall level of city services?

Mayes Creek Annexation Request

- Request to annex 490 acres not contiguous to existing City limits (N. Chapel Rd/ Hwy 96 E area)

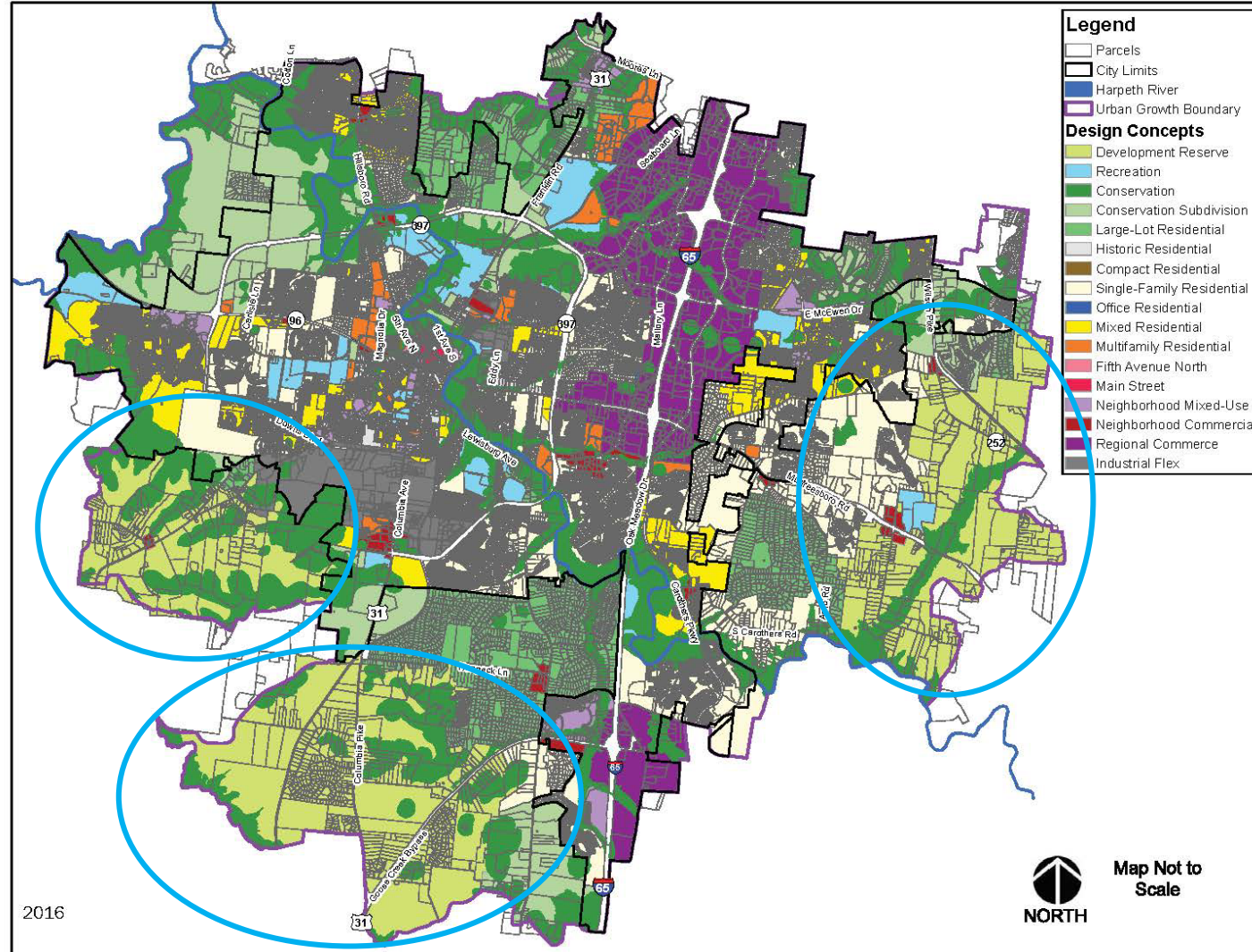
How does development fit broader land use vision/consistency with Envision Franklin?

- Located in Development Reserve, Neighborhood Commercial, and Conservation Design Concepts
- Property currently not located within reasonable proximity to sewer
- Existing road network not suitable for large scale development
- Will require an amendment to Envision Franklin



Mayes Creek Annexation Request

FIGURE 4.1: DESIGN CONCEPTS MAP



Mayes Creek Annexation Request

FIGURE C.5: LAND USE SUITABILITY - FIRE STATIONS

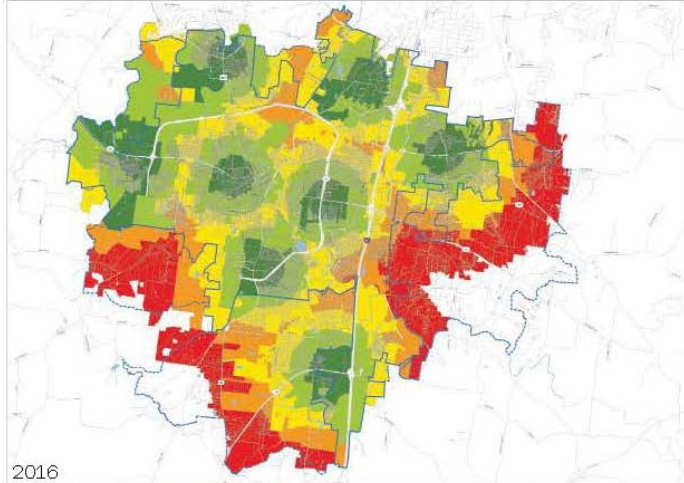


FIGURE C.7: LAND USE SUITABILITY - EMPLOYMENT CENTERS

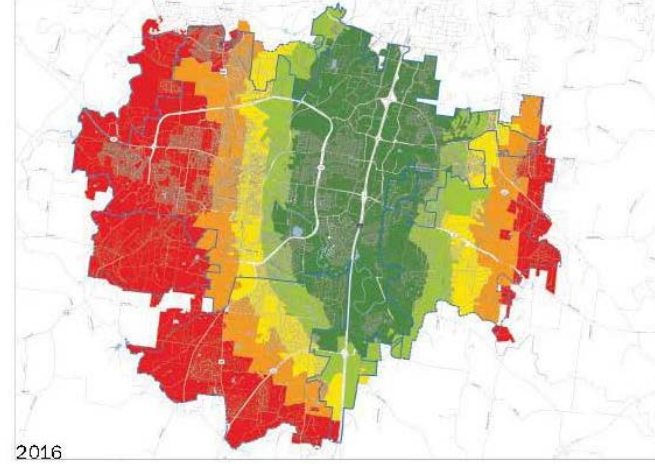


FIGURE C.10: LAND USE SUITABILITY - PRIMARY THOROUGHFARES

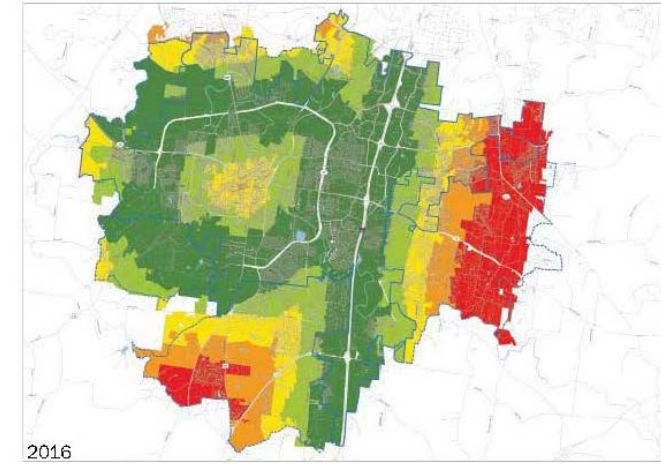


FIGURE C.6: LAND USE SUITABILITY - SEWER SERVICE

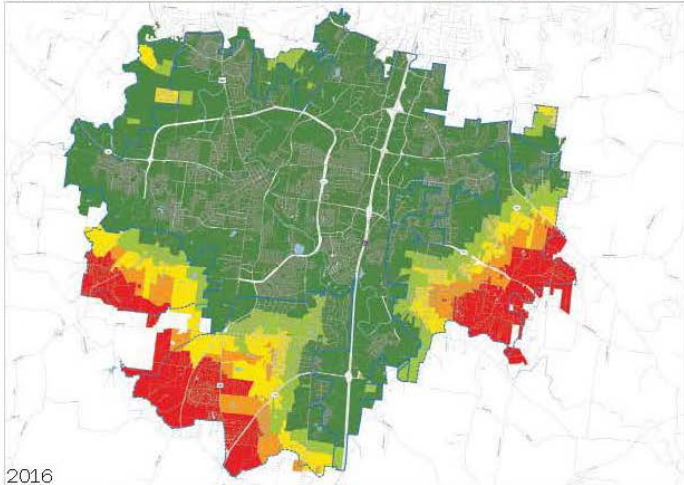


FIGURE C.8: LAND USE SUITABILITY - COMMERCIAL CENTERS

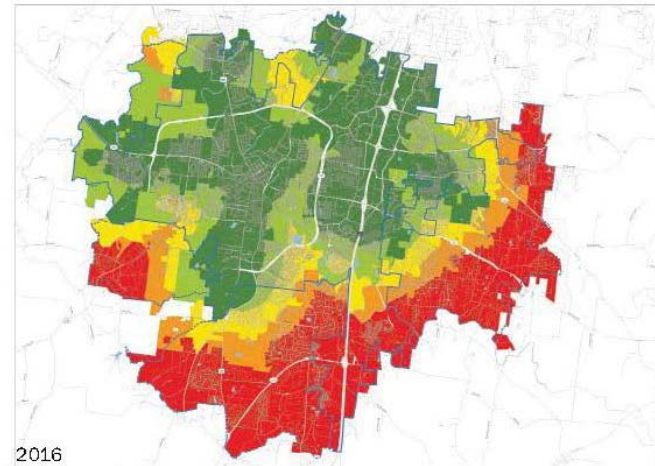
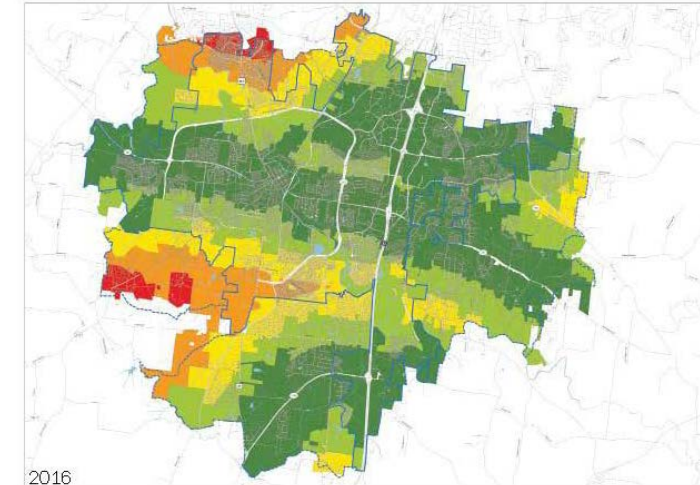


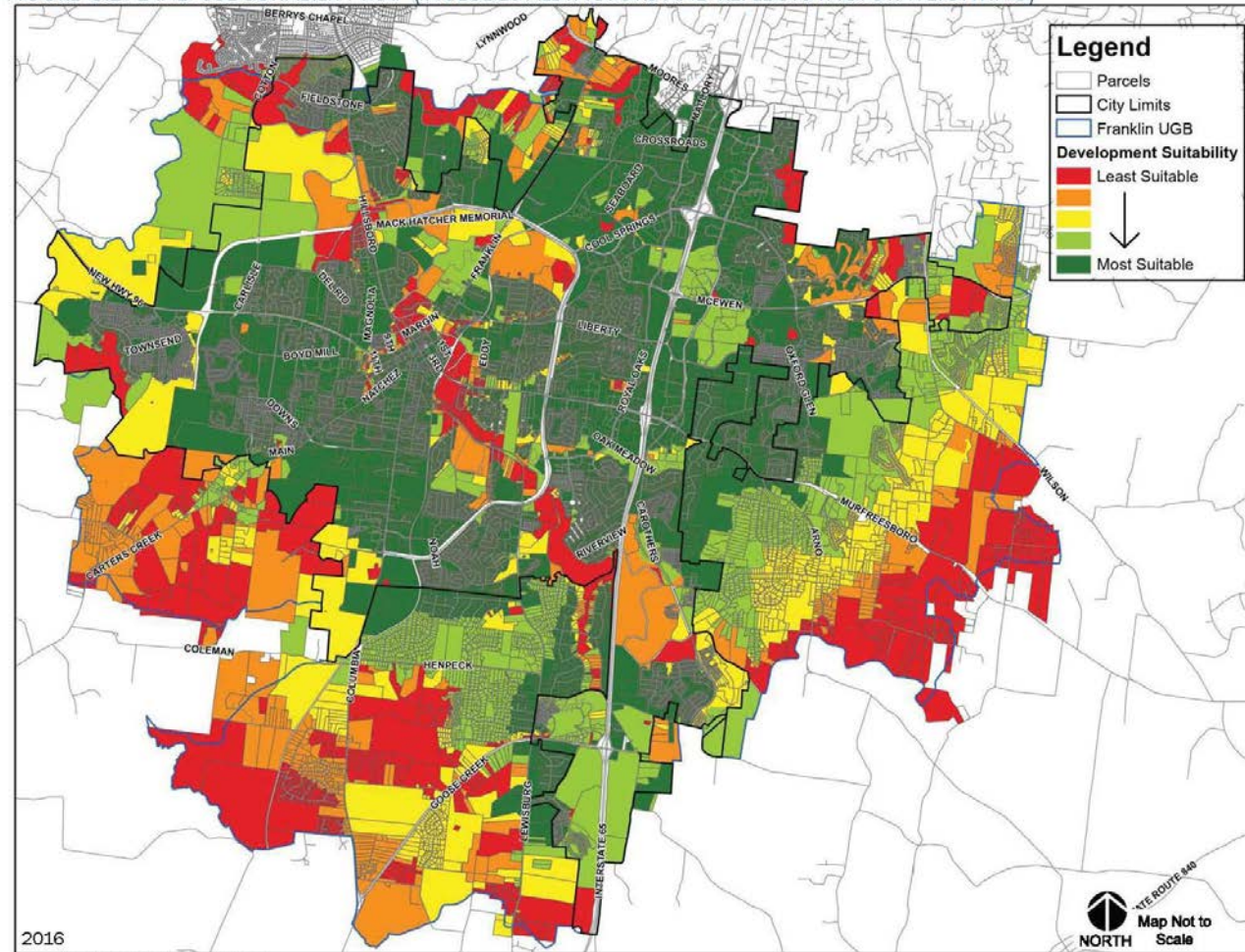
FIGURE C.11: LAND USE SUITABILITY - SECONDARY THOROUGHFARES



Mayes Creek Annexation Request

APPENDIX C

FIGURE C.2: LAND USE SUITABILITY MAP (INCLUDES ALL FACTORS AND REFLECTS FACTOR WEIGHTING)



Mayes Creek Annexation Request

- **Evaluation of impact on overall level of city services / Cost-Benefit**
- Draft POS has been prepared based on a preliminary analysis by City Departments
- **Next Steps**
- Begin process with County to Draft POS and required inter-local agreements

ENVISION



FRANKLIN

PRESERVING THE PAST, PLANNING THE FUTURE

ADOPTED JANUARY 26, 2017



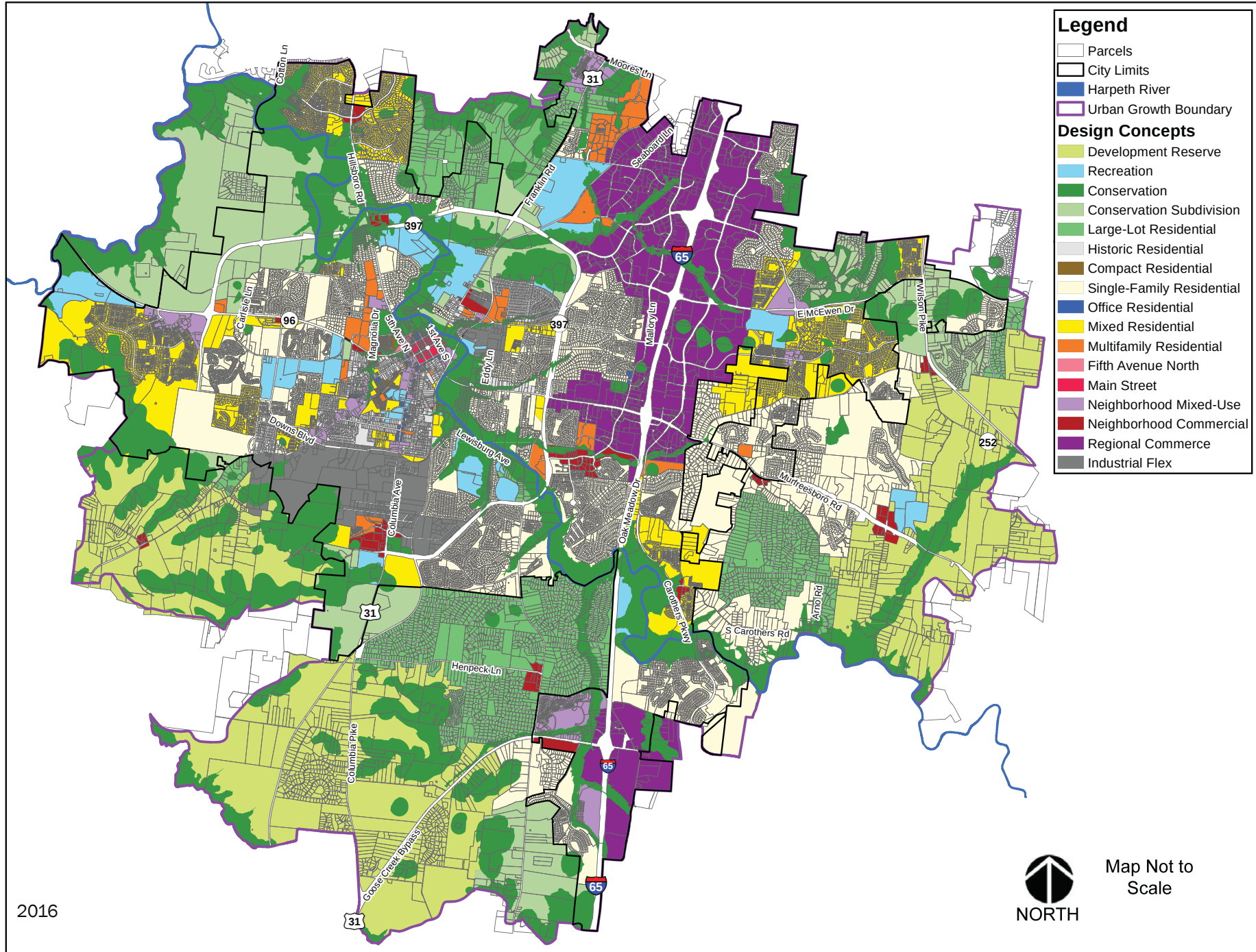
MANAGED GROWTH

THE CITY SEEKS RESPONSIBLE AND PURPOSEFUL GROWTH THAT ENHANCES QUALITY OF LIFE, PROVIDES A DYNAMIC MIX OF LAND USES, AND PRESERVES ITS SCENIC BEAUTY.

- A.** Strategic growth is encouraged in locations supported by existing City infrastructure and services or where they are planned to be provided in an efficient and orderly manner. The extension of infrastructure and public services should be used as a tool that strategically directs where growth should take place, not as a reactive response to development.
- B.** Regional commercial and employment centers should be focused along regional transportation facilities and at intersections of arterial streets. These areas should have a more compact land-use pattern to support the efficient use of resources and alternative transportation.
- C.** Land-use policies, infrastructure improvements, and community facility investments should be coordinated to maximize efficiency and public benefit while minimizing negative impacts of growth.
- D.** Annexation within the UGB should be approached in a comprehensive manner that promotes contiguity and orderly growth, efficient delivery of municipal services, and proactive planning for future development.
- E.** Franklin should coordinate with Brentwood, Thompson's Station, Spring Hill, Williamson County, and the Nashville Area MPO to manage the quality and density of growth along the City/UGB boundaries.



FIGURE 4.1: DESIGN CONCEPTS MAP



DEVELOPMENT RESERVE

The Development Reserve includes areas along the fringes of the Franklin UGB and is characterized by agricultural uses and single-family residential uses on significant acreage. Public sewer access is unavailable in these areas. Rural road widths are not capable of handling high traffic volumes. New growth should only be encouraged in areas where adequate public water, sewer, and streets are available or are planned.

A suitability analysis was performed to help determine where development reserve areas are located. These areas should be subject to further planning in coordination with planned infrastructure improvements and public-service delivery. Until adequate infrastructure is available, the land-use recommendation is single-family residential on lots of two acres or more. New buildings should be designed around natural features to protect forested areas, hillsides and hilltops, streams, and tree rows.

Historic site features such as cemeteries, barns, accessory structures, and agriculturally related features should be preserved in their locations and context with careful site design around them to preserve the character of Franklin.

*“NEW BUILDINGS
SHOULD BE DESIGNED
AROUND NATURAL
FEATURES TO
PROTECT FORESTED
AREA, HILLSIDES AND
HILLTOPS, STREAMS,
AND TREE ROWS.”*



APPENDIX C

DEVELOPMENT SUITABILITY ANALYSIS

The development suitability analysis was performed using the CommunityViz software plugin for ArcGIS and data sets provided by the City of Franklin. Relative suitability was calculated for nine individual suitability factors. These factors were then weighted to calculate an overall suitability score for each parcel in the Urban Growth Boundary. Suitability scores are calculated as a number between 0 and 100, with higher scores representing greater development suitability. The suitability scores are relative, and parcels with low suitability scores may not be considered to be totally undevelopable. It may be that a large portion of the site is undevelopable but not the whole site. Also, as utility infrastructure is extended, and roadways are constructed or improved, development suitability may change.

Suitability Factors

Nine suitability factors were used in the analysis, they include: floodway and floodplain; hillsides and hilltops; fire stations; sewer service; employment centers; commercial centers; stream buffers; primary thoroughfares; secondary thoroughfares.

Factor Type

Two types of factors were used in the analysis. The first type is proximity based; the closer the parcel is to the target area for each factor (i.e. commercial center, thoroughfare, fire station), the higher the suitability score. The second type of factor is overlay based. For these factors, the amount of overlap between the parcel and the target area (i.e. floodplain, hillside) is calculated. Parcels with higher amounts of overlap result in lower suitability scores. Figure C.1 is a summary of the suitability factors and their respective types.

Factor Weighting

Individual suitability factors were weighted to calculate the overall suitability scores. Physical development constraints (i.e. flood-prone land, hillsides and hillcrests, and stream buffers) were weighted more heavily than the majority of the proximity measures (i.e. proximity to employment centers, primary thoroughfares, and fire stations, for example). Proximity to sewer service was also weighted heavily since the lack of sewer service significantly impacts the intensity of development that the land can support. Factor weighting is included in Figure C.1.

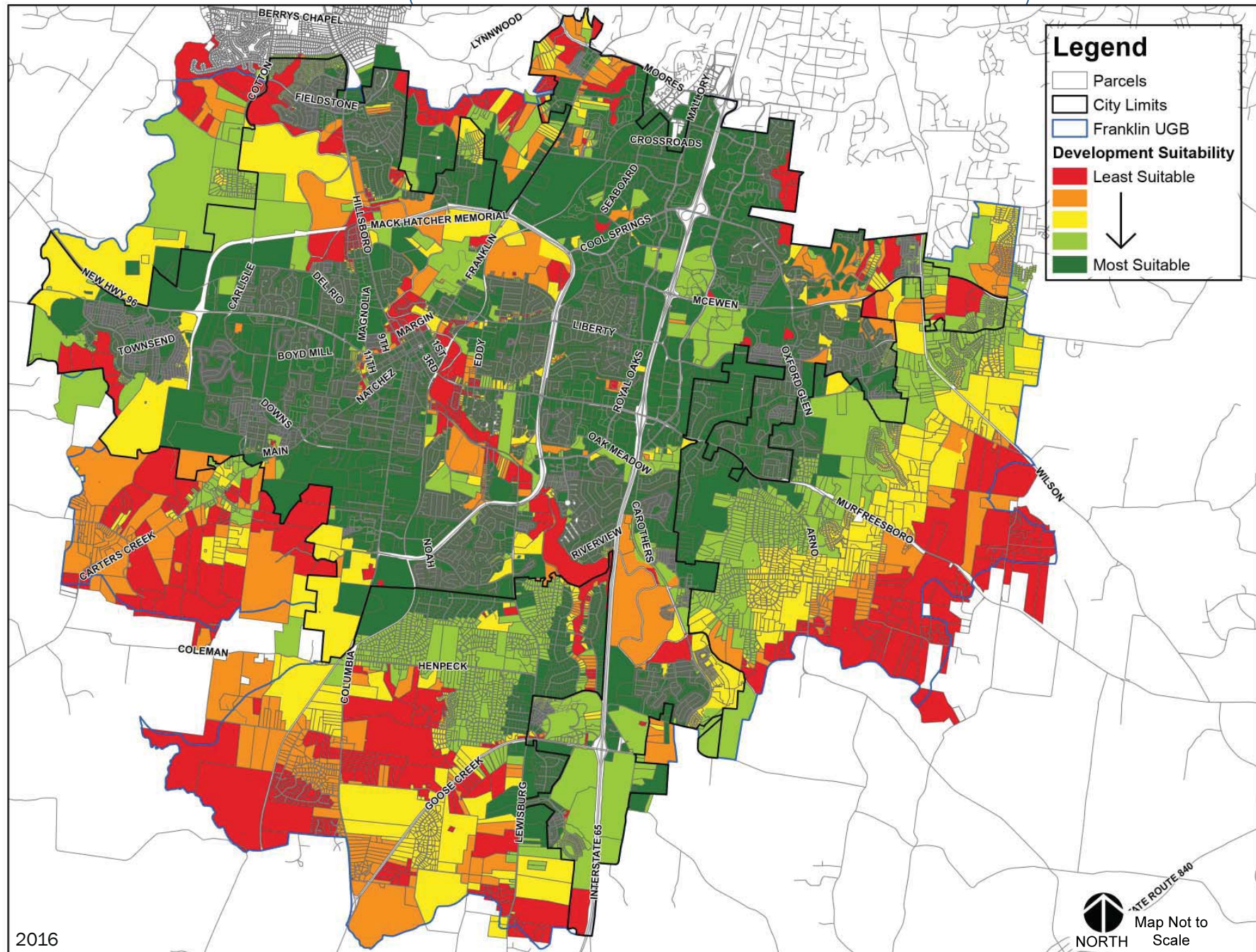
Figure C.2 depicts the results of the land suitability analysis. It is a combination of the nine individual factors and takes into account the factor weighting. Individual maps for each factor can be found on the following page in Figures C.3 through C.11.

FIGURE C.1: LAND USE SUITABILITY FACTOR SUMMARY

FACTOR	DESCRIPTION	TYPE	WEIGHT
Floodway and Floodplain	Special Flood Hazard Areas defined as the area to be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year (Zones A and AE).	Amount of Overlap	9.0
Hillsides and Hilltops	Defined as areas included in the Hillside/Hillcrest Overlay (HHO) District.	Amount of Overlap	9.0
Fire Stations	Locations included in the Franklin "FireStations" shapefile.	Proximity	2.0
Sewer Service	Sewer lines as included in the Franklin "WwtGravityPipe" and "WwtPressurizedPipe" shapefiles.	Proximity	7.5
Employment Centers	Defined as the McEwen character area.	Proximity	1.0
Commercial Centers	Groups of non-office commercial land use as determined by the "GLU" designation on the "PARCELSLCS" shapefile.	Proximity	1.0
Stream Buffers	Areas included within a 60-foot buffer on either side of streams.	Amount of Overlap	4.0
Primary Thoroughfares	Interstate 65 and Mack Hatcher Parkway.	Proximity	2.5
Secondary Thoroughfares	Thoroughfares with access to Interstate 65 (Moores Lane, Cool Springs Blvd., McEwen Drive, SR 96/Murfreesboro Road, Peytonsville Road/Goose Creek Bypass)	Proximity	1.5

APPENDIX C

FIGURE C.2: LAND USE SUITABILITY MAP (INCLUDES ALL FACTORS AND REFLECTS FACTOR WEIGHTING)



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FIGURE C.3: LAND USE SUITABILITY - FLOODWAY AND FLOODPLAIN

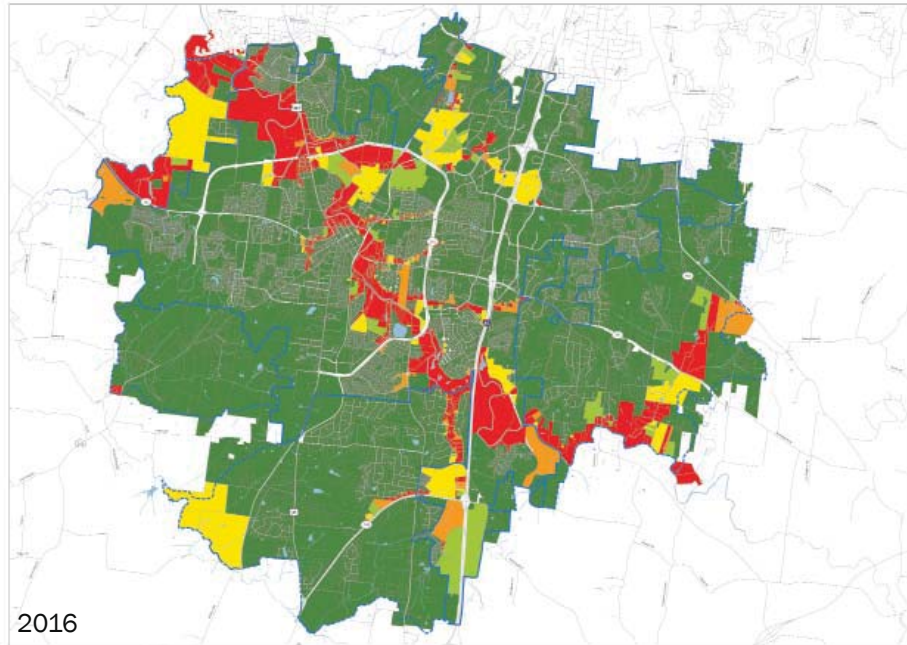


FIGURE C.4: LAND USE SUITABILITY - HILLSIDES AND HILLTOPS

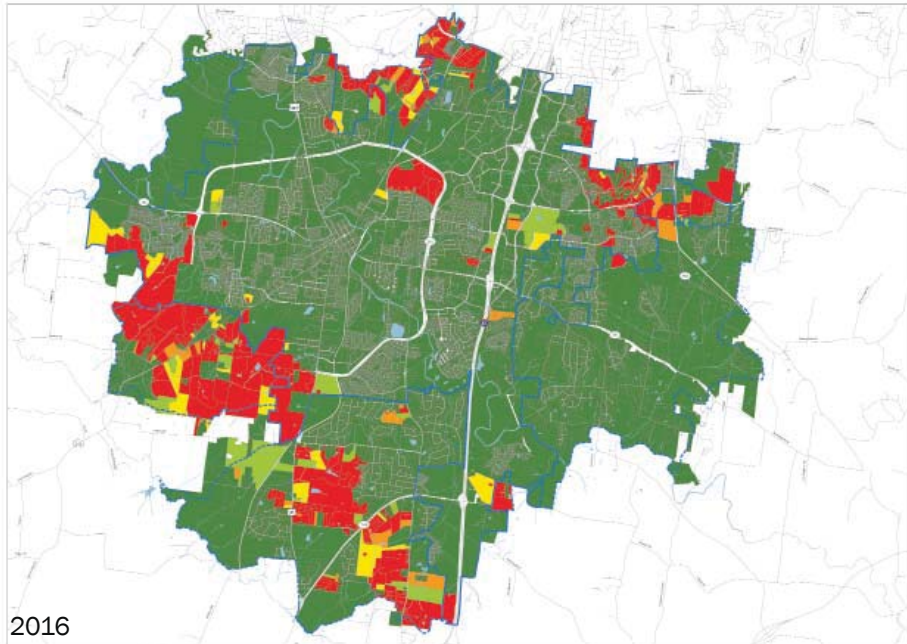


FIGURE C.5: LAND USE SUITABILITY - FIRE STATIONS

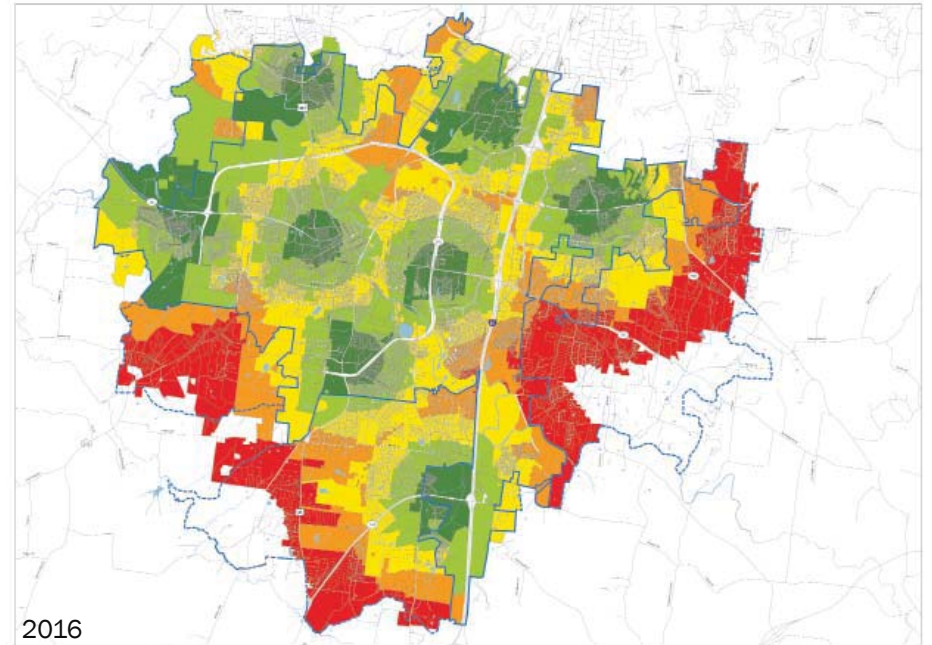
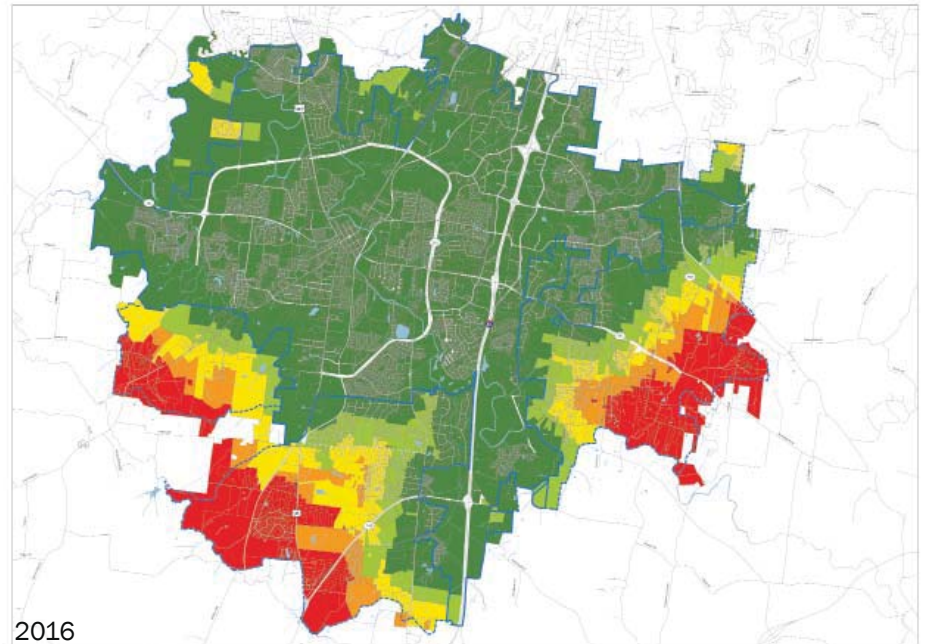


FIGURE C.6: LAND USE SUITABILITY - SEWER SERVICE



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FIGURE C.7: LAND USE SUITABILITY - EMPLOYMENT CENTERS

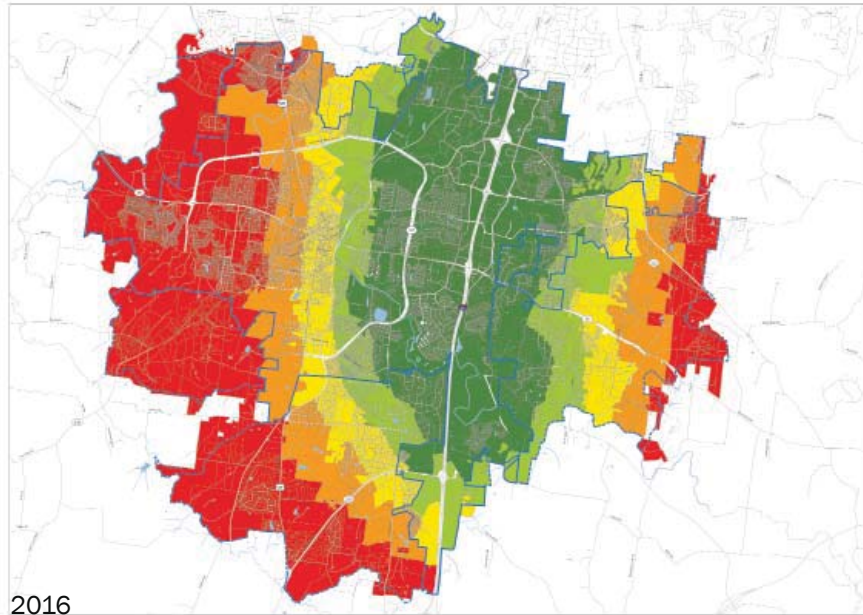


FIGURE C.8: LAND USE SUITABILITY - COMMERCIAL CENTERS

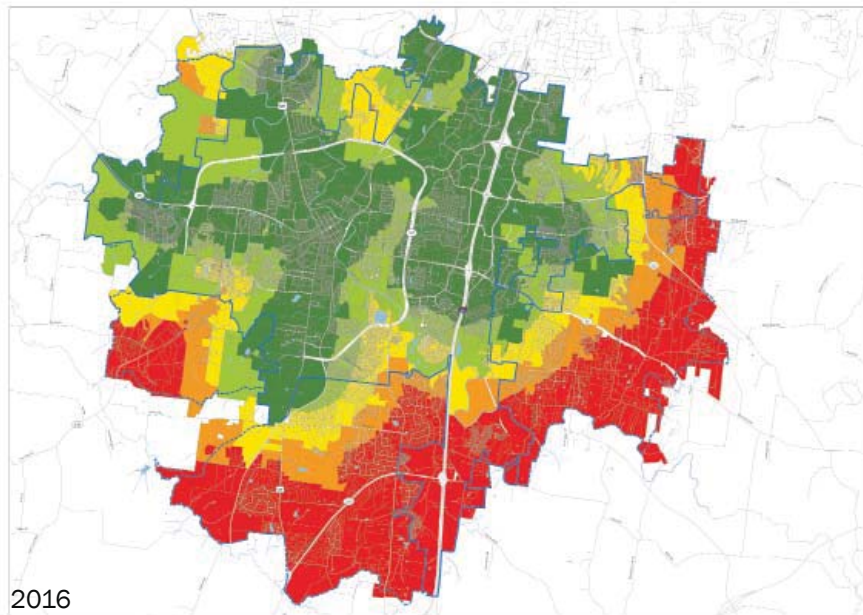


FIGURE C.9: LAND USE SUITABILITY - STREAM BUFFERS

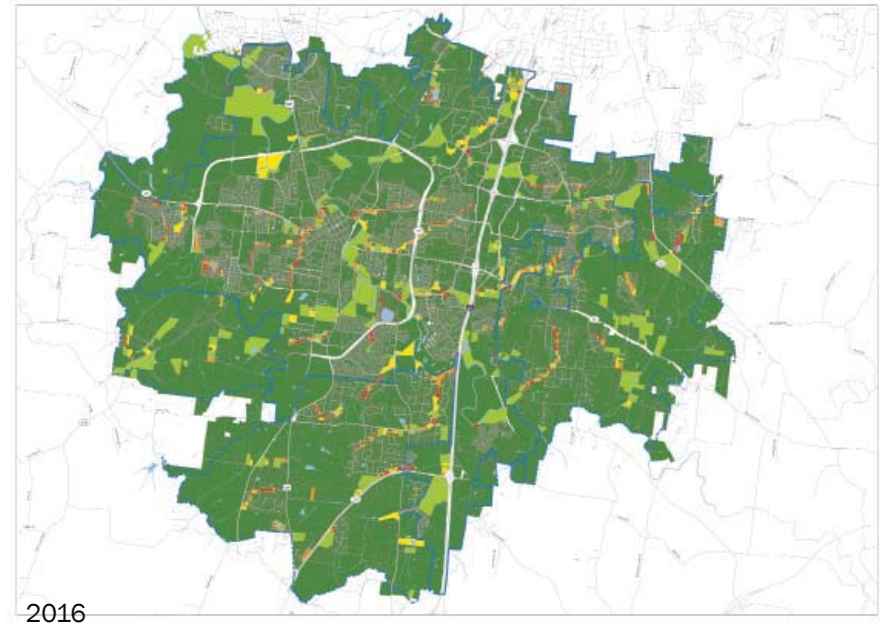
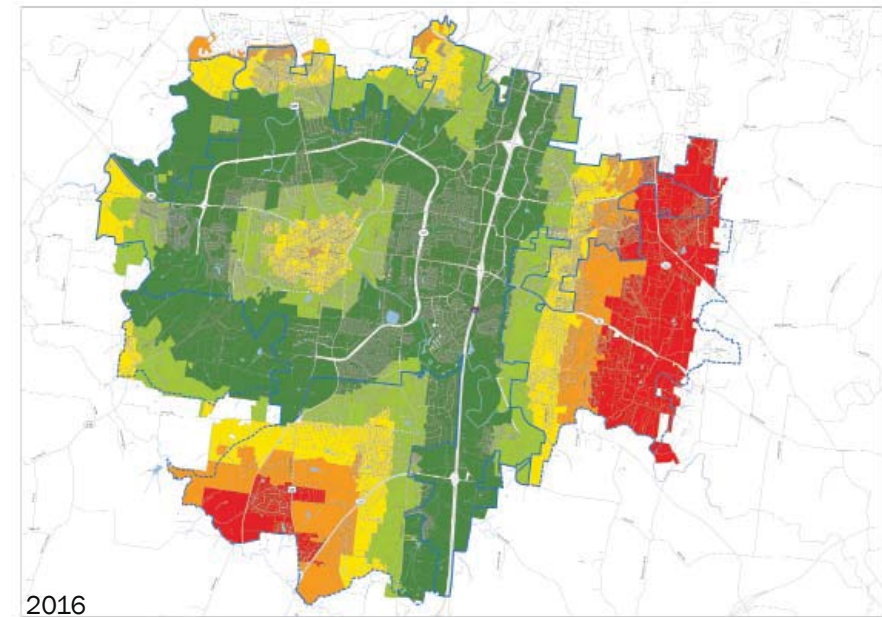
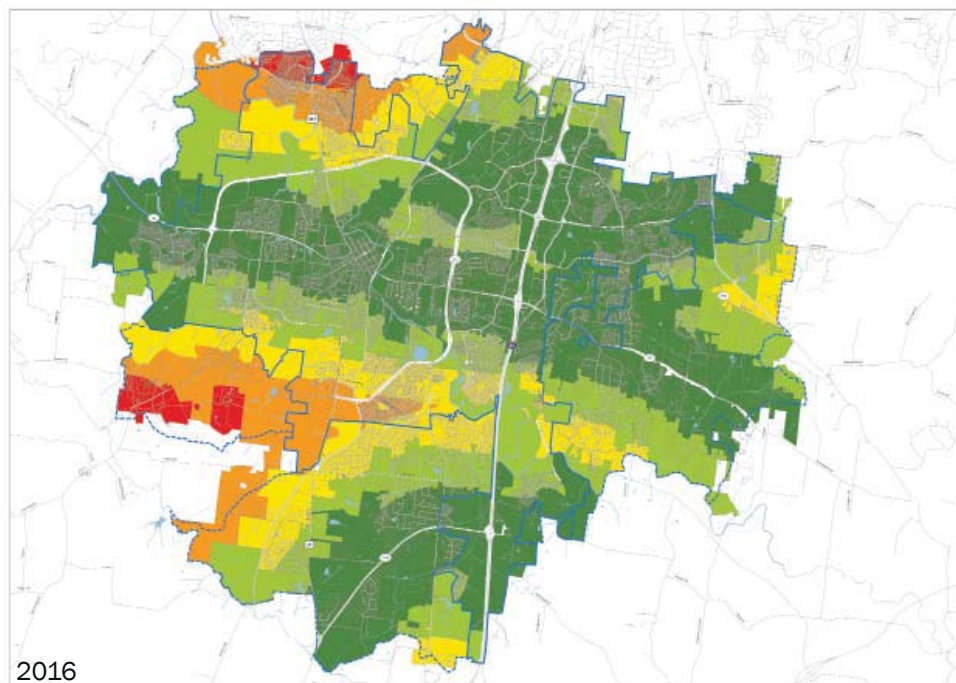


FIGURE C.10: LAND USE SUITABILITY - PRIMARY THOROUGHFARES



APPENDIX C

FIGURE C.11: LAND USE SUITABILITY - SECONDARY THOROUGHFARES

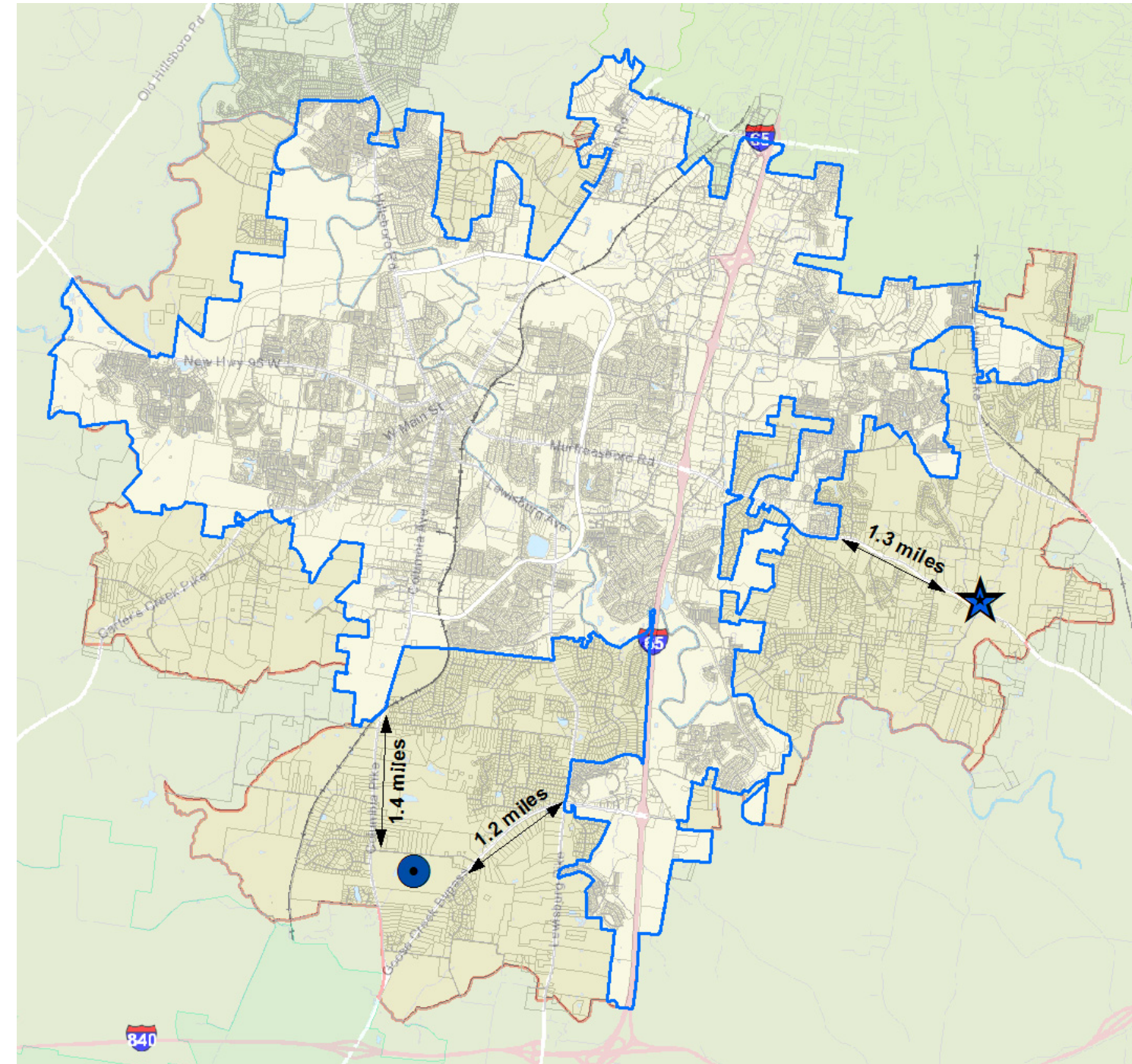


Mayes Creek Non-contiguous Annexation Request

BOMA WORKSESSION – MARCH 28, 2017

Non-contiguous Annexations

- The City may annex property located in the Urban Growth Boundary (UGB) that is not contiguous to the existing city limits upon the request of a property owner(s)
- Plan of Services (POS) for non-contiguous annexations have additional requirements
 - Must be prepared in cooperation with the County
 - City and County have to adopt inter-local agreements for the following items:
 - How emergency services will be provided to any interceding properties, and
 - Maintenance of roads and bridges located on the primary route to the area being annexed as deemed necessary by the City and County.
- Several property owners have expressed interest in annexing property that is not contiguous to the City limits.



Key BOMA Policy Considerations - Non-contiguous Annexations

- Does the proposed development fit the City's broader land use vision / consistent with Long Range Plans?
- Does the proposed development fill a community need and bring high quality development to the City?
- Does the proposed development help advance Key Infrastructure Plans?
- What is the impact of the proposed development on overall level of city services / Cost-Benefit?

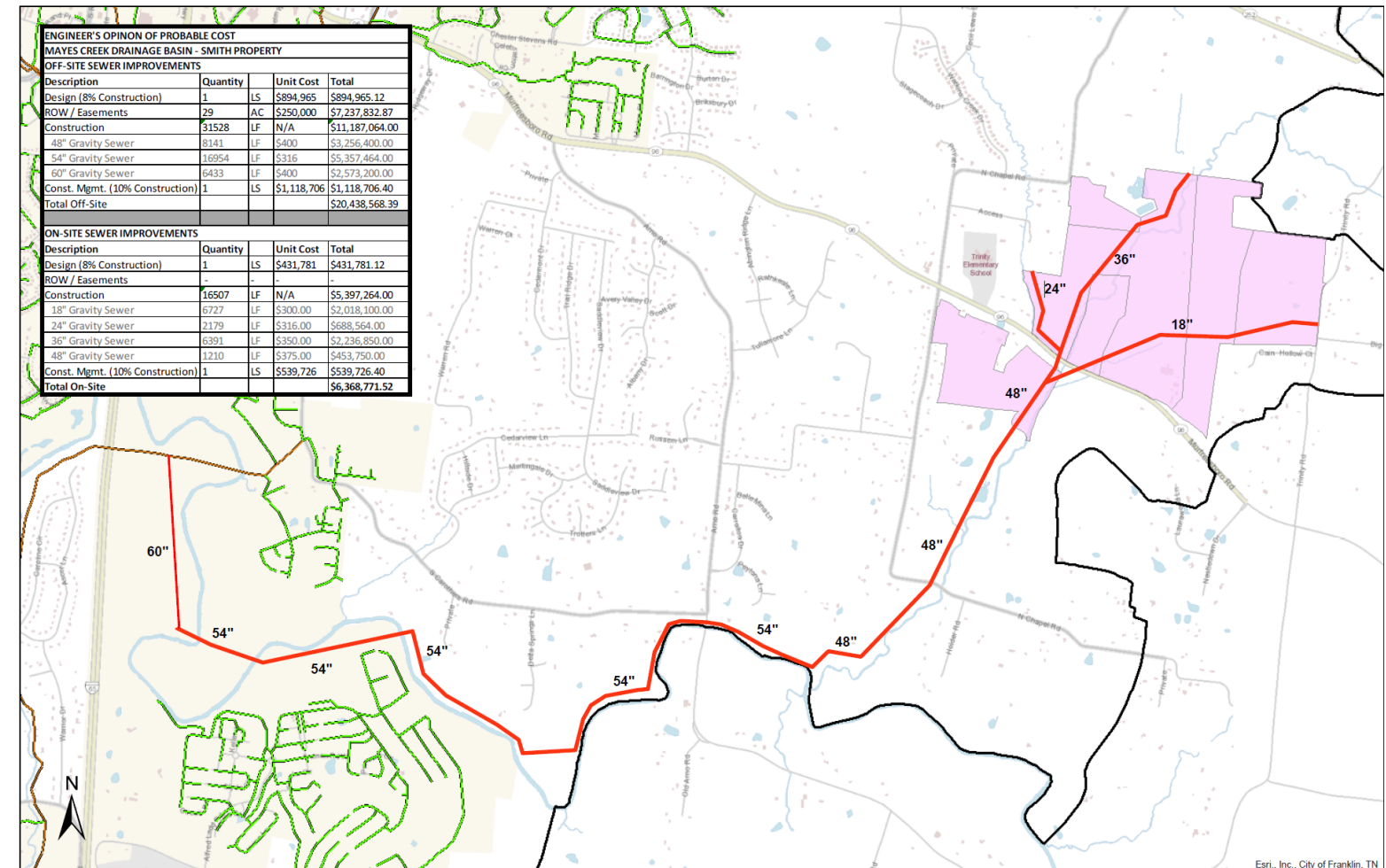
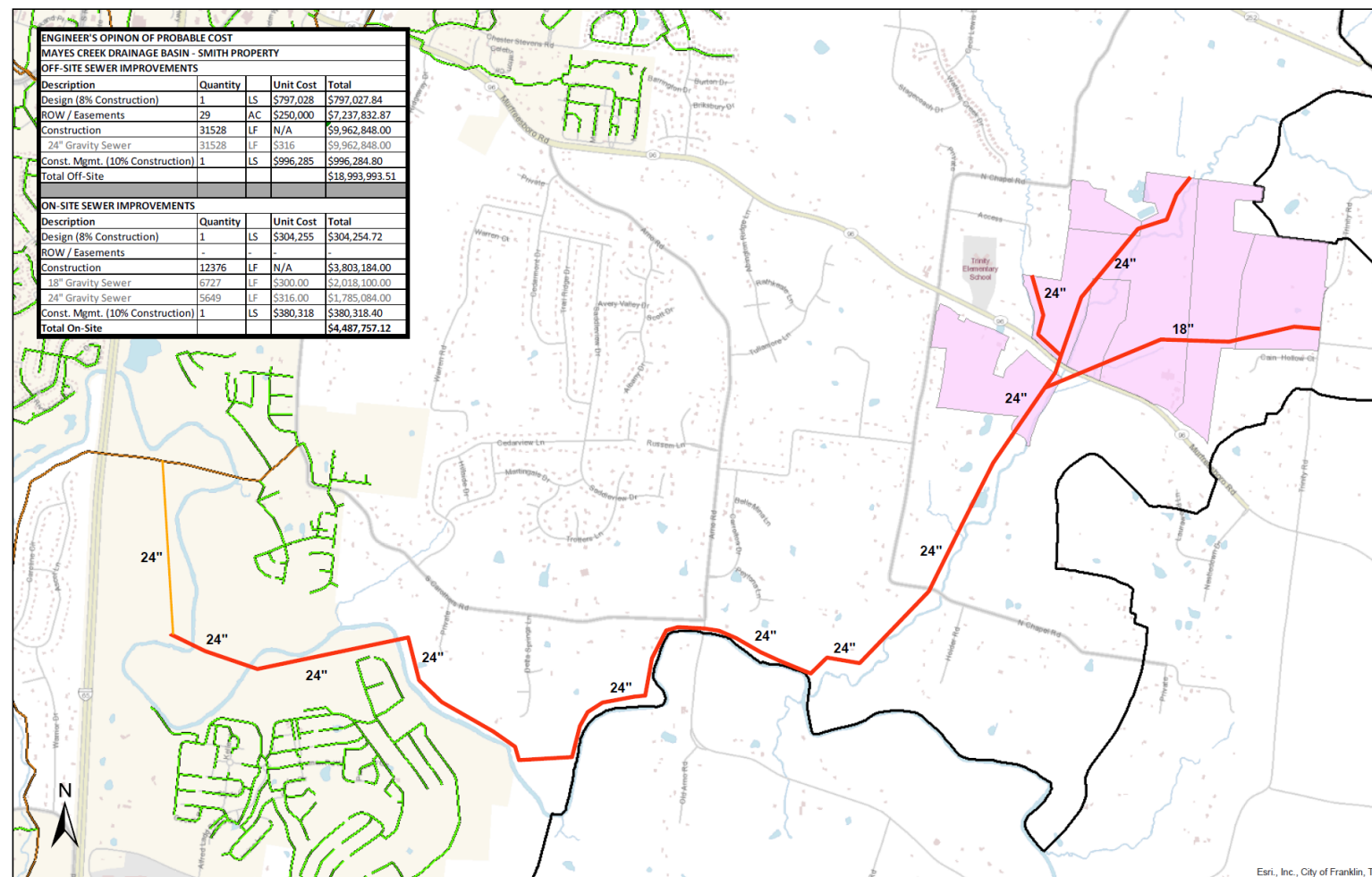
Mayes Creek Annexation Request

- Request to annex 490 acres not contiguous to existing City limits (N. Chapel Rd/ Hwy 96 E area)
- **How does development fit broader land use vision/consistency with Envision Franklin?**
- Located in Development Reserve and Neighborhood Commercial Design Concepts
- Property currently not located within reasonable proximity to sewer
- Existing road network not suitable for large scale development
- **Does the proposed development fill a community need and bring high quality development to City?**
- Need to further evaluate the details of proposed land uses and development plan
- Will require an amendment to Envision Franklin



Mayes Creek Annexation Request

- Does the development help advance key infrastructure plans?
- Applicant is proposing alternative wastewater treatment for initial phases of development.
- Proposed plan would not advance key long term sewer infrastructure plans for Mayes Creek Basin
- Should the City consider alternative wastewater treatment?



Mayes Creek Annexation Request

- **Evaluation of impact on overall level of city services / Cost-Benefit**
- Draft POS has been prepared based on a preliminary analysis by City Departments
- **Next Steps**
- Does BOMA want to consider non-contiguous annexation requests?
- If yes, continue analysis of impact on city services and discussion of key policy issues with BOMA
- Begin process with County to Draft POS and required inter-local agreements

H a u r y & S m i t h

• *Construction*

• *Real Estate*

7065 MOORES LANE, SUITE 300 383-9070 BRENTWOOD, TENN. 37027

July 18, 2016

Mr. Eric Stuckey
City Administrator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Re: Request for Annexation – Mayes Creek Property

Dear Mr. Stuckey,

In accordance with Tennessee Code Annotated, Section 6-51-102 (a)(1) and our previous conversations with Mayor Moore and the City's administrative team, we are hereby requesting annexation by the City of Franklin, Tennessee for the following parcel(s) of property.

- 1) Parcel 01801, Map 88 (174.61 acres)
- 2) Parcel 01802, Map 88 (95.68 acres)
- 3) Parcel 01805, Map 88 (41.18 acres)
- 4) Parcel 01806, Map 88 Si000 (17.72 acres)
- 5) Parcel 01806, Map 88 Si001 (2.69 acres)
- 6) Parcel 01900, Map 88 (82.05 acres)
- 7) Parcel 03800, Map 87 (77.00 acres)

We request the City staff's assistance in developing a Plan of Services for the aforementioned properties. A property description of the area will be provided upon request. The parcels are located within the Urban Growth Boundary of the City of Franklin, but are not contiguous to the current corporate limits of the City. Recent amendments to TCA permit municipalities to annex non-contiguous parcels. The property is located entirely within the Seward Hall Character Area and Special Area 4, which is characterized by a combination of rural and suburban development patterns while preserving unique natural features located within the area.

As part of the application for annexation, we request consideration of the following during the annexation evaluation process:

1. We are proposing to amend the Land Use Plan for the Seward Hall Character Area to permit the development of a mixed-use community allowing for various residential styles and neighborhood-scale commercial uses that embrace a rural development pattern

H a u r y & S m i t h

- Construction
- Real Estate

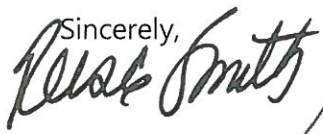
7065 MOORES LANE, SUITE 300 383-9070 BRENTWOOD, TENN. 37027

while recognizing the uniqueness of these parcels as part of a gateway corridor to the City of Franklin.

2. We are proposing the adoption of an Ordinance to permit the installation and operation of alternative sewerage disposal systems within the City of Franklin that would subsequently be applicable in the development of the subject parcel.
3. The proposal would integrate elements of the Major Thoroughfare Plan into the master development plan for the subject parcels, including north-south and east-west roadway connections serving the site and surrounding neighborhoods.

Our vision for the property is to develop a mixed-use community that includes preserving unique natural features located on the site. We will work collaboratively with City staff in preparing the master plan for the property in preparation for filing a rezoning (PUD) request and development plan for consideration.

Please let us know if there is any additional information or questions regarding our request for annexation. Thank you in advance for your favorable consideration of our request to become an integral part of the Franklin community.

Sincerely,


Reese Smith
Steve Smith

Attachment Exhibit A (Aerial Photo Illustrating Property to be Annexed)

Interstate 65

COF City Limits

Highway 96

Wilson Pike

Arno Road

COF Urban
Growth Boundary

Mayes Creek
Development
Area

Requested Parcels:

- 1) Parcel 01801, Map 88 (174.61 acres)
- 2) Parcel 01802, Map 88 (95.68 acres)
- 3) Parcel 01805, Map 88 (41.18 acres)
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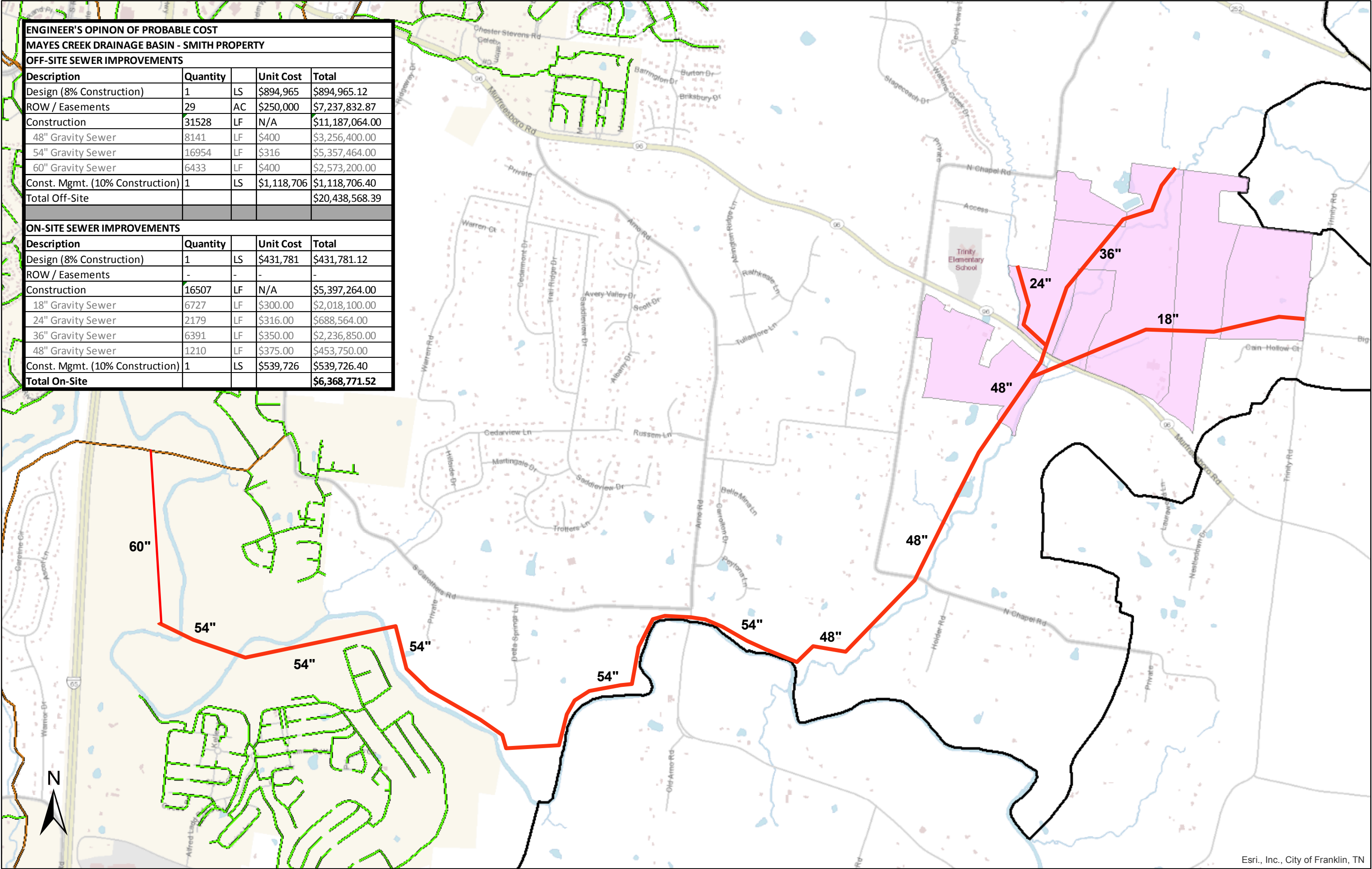
Littlejohn
An S&ME Company

MAYES CREEK ANNEXATION EXHIBIT – FOR DISCUSSION PURPOSES ONLY

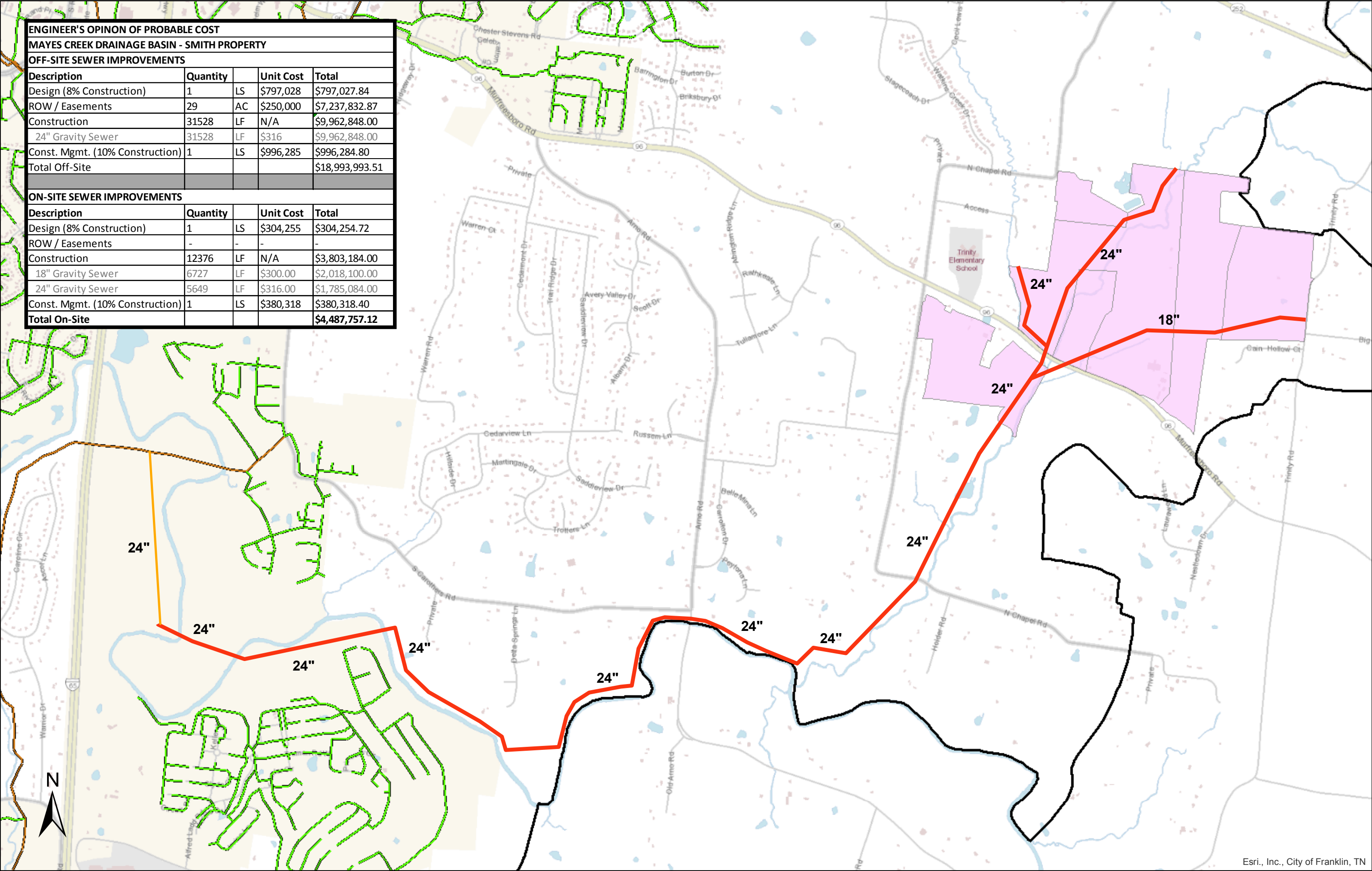
* Phases 1 & 2 of development will require alternative sewage disposal.

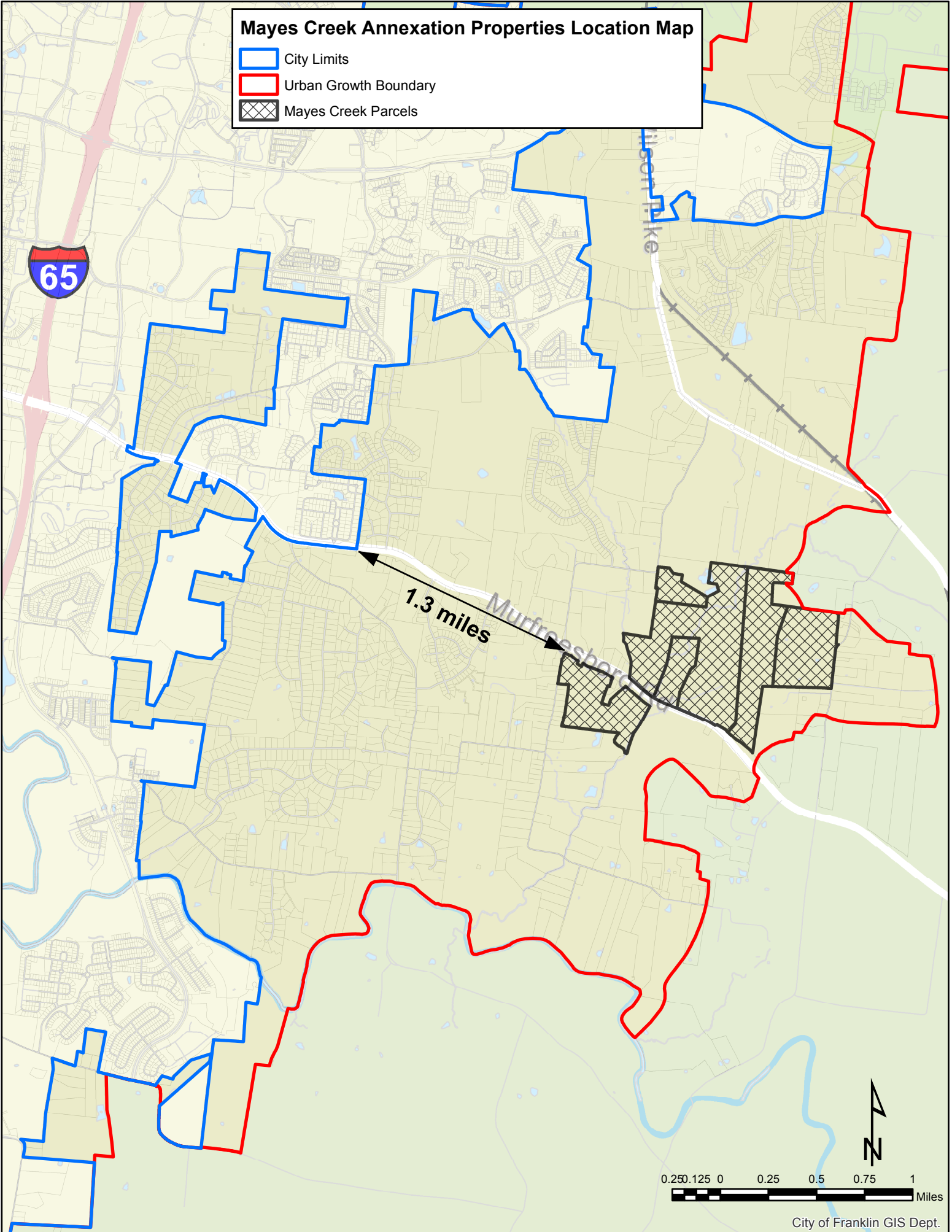


ENGINEER'S OPINION OF PROBABLE COST				
MAYES CREEK DRAINAGE BASIN - SMITH PROPERTY				
OFF-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$894,965	\$894,965.12
ROW / Easements	29	AC	\$250,000	\$7,237,832.87
Construction	31528	LF	N/A	\$11,187,064.00
48" Gravity Sewer	8141	LF	\$400	\$3,256,400.00
54" Gravity Sewer	16954	LF	\$316	\$5,357,464.00
60" Gravity Sewer	6433	LF	\$400	\$2,573,200.00
Const. Mgmt. (10% Construction)	1	LS	\$1,118,706	\$1,118,706.40
Total Off-Site				\$20,438,568.39
ON-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$431,781	\$431,781.12
ROW / Easements	-	-	-	-
Construction	16507	LF	N/A	\$5,397,264.00
18" Gravity Sewer	6727	LF	\$300.00	\$2,018,100.00
24" Gravity Sewer	2179	LF	\$316.00	\$688,564.00
36" Gravity Sewer	6391	LF	\$350.00	\$2,236,850.00
48" Gravity Sewer	1210	LF	\$375.00	\$453,750.00
Const. Mgmt. (10% Construction)	1	LS	\$539,726	\$539,726.40
Total On-Site				\$6,368,771.52



ENGINEER'S OPINION OF PROBABLE COST				
MAYES CREEK DRAINAGE BASIN - SMITH PROPERTY				
OFF-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$797,028	\$797,027.84
ROW / Easements	29	AC	\$250,000	\$7,237,832.87
Construction	31528	LF	N/A	\$9,962,848.00
24" Gravity Sewer	31528	LF	\$316	\$9,962,848.00
Const. Mgmt. (10% Construction)	1	LS	\$996,285	\$996,284.80
Total Off-Site				\$18,993,993.51
ON-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$304,255	\$304,254.72
ROW / Easements	-	-	-	-
Construction	12376	LF	N/A	\$3,803,184.00
18" Gravity Sewer	6727	LF	\$300.00	\$2,018,100.00
24" Gravity Sewer	5649	LF	\$316.00	\$1,785,084.00
Const. Mgmt. (10% Construction)	1	LS	\$380,318	\$380,318.40
Total On-Site				\$4,487,757.12

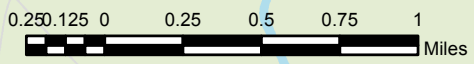


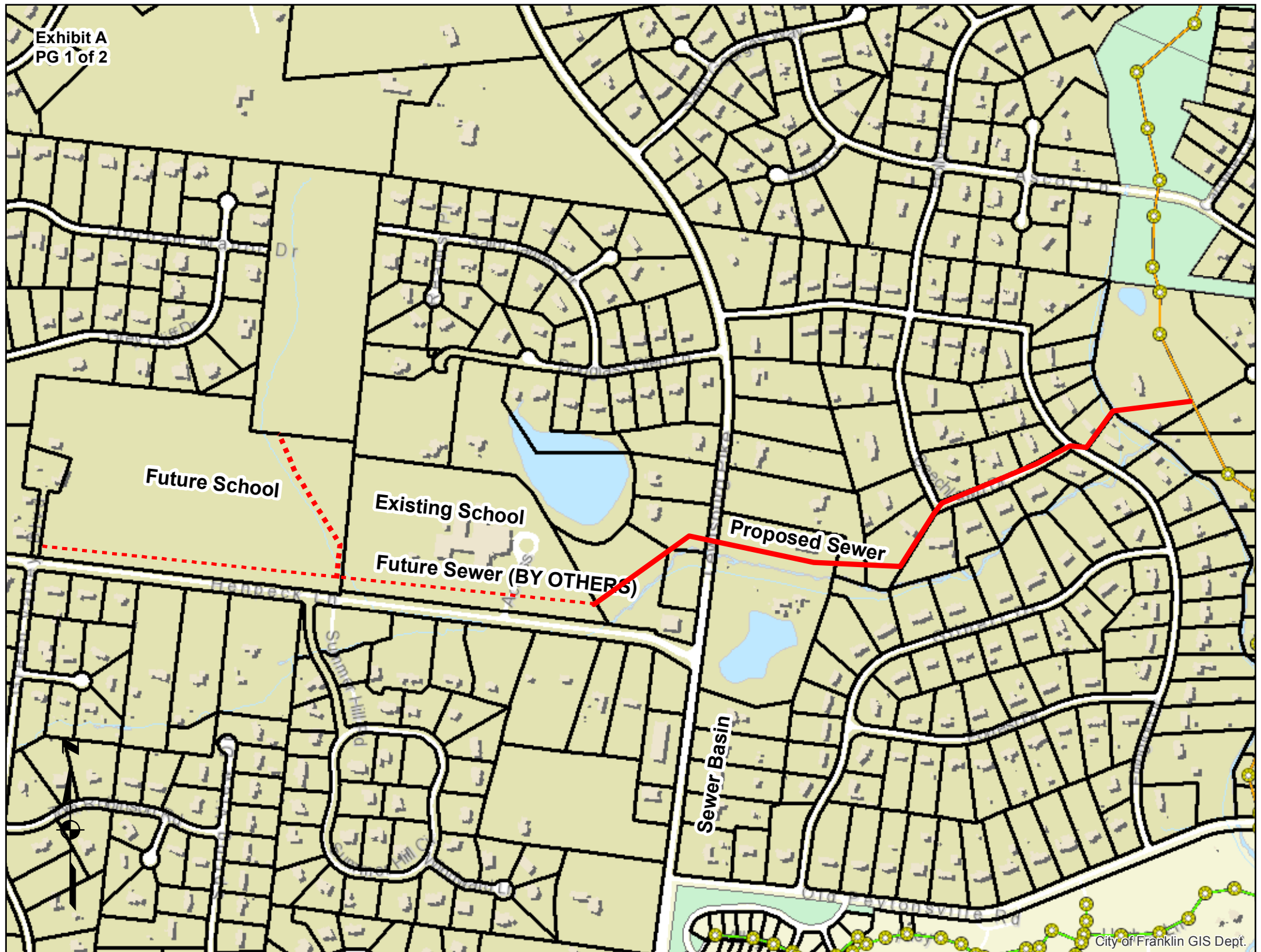


Mayes Creek Annexation Properties Location Map

-  City Limits
-  Urban Growth Boundary
-  Mayes Creek Parcels

1.3 miles







COST OPINION
City of Franklin
Oakview Elementary School - Sanitary Sewer Extension
Exhibit A - PG 2 of 2

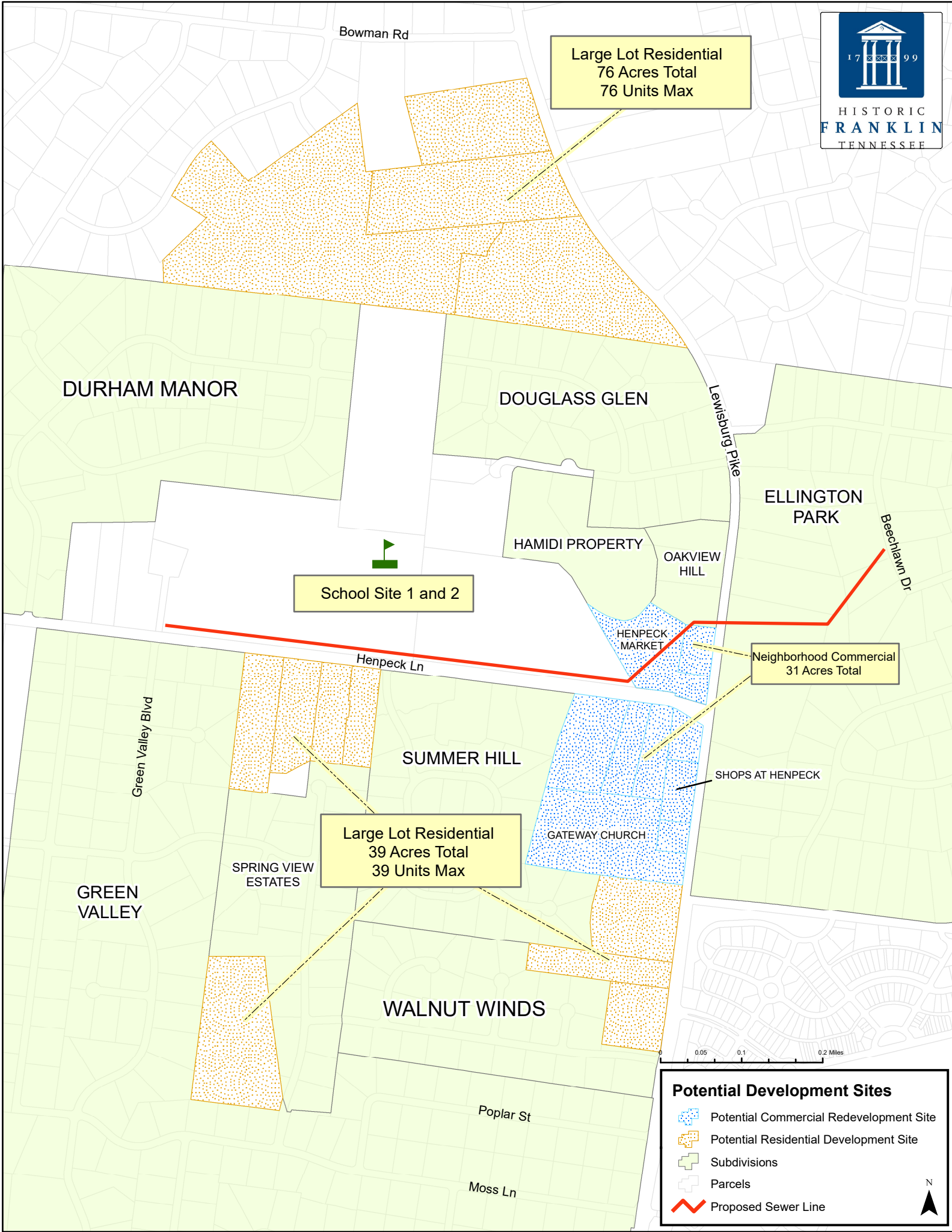
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Engineering	1	LS	\$60,000.00	\$60,000.00
2	Geotechnical Engineering	1	LS	\$10,000.00	\$10,000.00
3	Survey	1	LS	\$40,000.00	\$40,000.00
4	Right-of-Way Acquisition - Property Cost	12	Each	\$10,000.00	\$120,000.00
5	Right-of-Way Acquisition - Appraisal Cost	12	Each	\$3,000.00	\$36,000.00
6	Right-of-Way Acquisition - Title Work	12	Each	\$500.00	\$6,000.00

Construction Cost

S-1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$48,860.00	\$48,860.00
S-2	12" PVC SDR 26	3,800	LF	\$270.75	\$1,028,850.00
S-3	12" PVC SDR 26 (Bore/Jack 24in Steel Casing Pipe)	150	LF	\$1,082.06	\$162,309.00
S-4	12" PVC SDR 26 (Stream Crossing)	100	LF	\$1,082.06	\$108,206.00
S-5	60" PRECAST MANHOLE, 0-6' DEPTH	20	EA	\$5,533.33	\$110,666.60
S-6	ADDITIONAL MANHOLE SIDEWALK	100	VF	\$371.00	\$37,100.00
S-7	EXTRA FOR WATERTIGHT MH F&C	20	EA	\$670.43	\$13,408.60
S-8	MANHOLE VENT ASSEMBLY	4	EA	\$3,333.33	\$13,333.32
S-9	CONNECTION TO EXISTING MANHOLES	1	EA	\$3,883.33	\$3,883.33
S-10	OVERDEPTH EXCAVATION AND GRAVEL BACKFILL	50	CY	\$81.67	\$4,083.50
S-11	RIP RAP	50	TONS	\$76.72	\$3,836.00
S-12	CONCRETE CHECK DAMS	10	EA	\$1,385.00	\$13,850.00
S-13	6" PVC SDR 26 GRAVITY SEWER SERVICE LINE	13	EA	\$1,000.00	\$13,000.00
S-14	DECOMMISSIONING OF SEPTIC TANK	9	EA	\$800.00	\$7,200.00
S-15	SEEDING WITH MULCH	4,000	LF	\$9.77	\$39,080.00
S-16	SEWER TELEVISION INSPECTION	4,000	LF	\$3.73	\$14,920.00
S-17	EROSION & SEDIMENT CONTROL	1	EA	\$28,721.15	\$28,721.15
209-08.02	TEMOPRARY SILT FENCE (WITH BACKING)	4,000	LF	\$3.00	\$12,000.00
303-01	MIN AGG., TYPE A BASE, GRADING D	1403	TON	\$19.00	\$26,657.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22)(BPMB-HM) GRADING BM-2	527	TON	\$110.00	\$57,970.00
411-01.10	ASPHALT SURFACE (pg 64-22) 1.5" DEPTH	247	TON	\$110.00	\$27,170.00
415-01.02	COLD PLANING	3111.11	SY	\$10.00	\$31,111.10
712-99.91	TRAFFIC CONTROL	1	LS	\$10,000.00	\$10,000.00

TOTAL ESTIMATE \$1,816,215.60
CONTINGENCY (15%) \$272,432.34
TOTAL ESTIMATE + CONTINGENCY \$2,088,647.94

TOTAL PROJECT COST \$2,360,647.94



Potential Development Sites

-  Potential Commercial Redevelopment Site
-  Potential Residential Development Site
-  Subdivisions
-  Parcels
-  Proposed Sewer Line



Oakview Elementary School Sanitary Sewer Extension Analysis								
Sanitary Sewer Development Fees			System Development Fee (SDF)	Access Fee	Installation of Meter & Box	Effluent Disposal Fee (EDF)	Application Fee	Total
Greenfield Development								
1	76 potential dwellings	3/4" meter	\$109,744	\$159,600	\$94,240	\$34,200	\$1,900	\$399,684
2	39 potential dwellings	3/4" meter	\$56,316	\$81,900	\$48,360	\$17,550	\$975	\$205,101
Total								\$604,785
Commercial - New & Redevelopment								
Henpeck Mkt	5573 sq ft	1" meter	\$5,775	\$8,400	\$1,240	\$1,800	\$25	\$17,240
The Shops at Henpeck	12,000 sq ft	1 1/2" meter	\$13,860	\$20,160	\$1,240	\$4,320	\$25	\$39,605
Gateway Franklin Church	3739 sq ft	1" meter	\$5,775	\$8,400	\$1,240	\$1,800	\$25	\$17,240
Total								\$74,085
Schools								
Oak View Elementary	~ 118,992 sq ft	2" meter	\$18,480	\$26,880	\$1,240	\$5,760	\$25	\$52,385
Proposed Oak View Middle	~ 124,781 sq ft	2" meter	\$18,480	\$26,880	\$1,240	\$5,760	\$25	\$52,385
Total								\$104,770
Existing Residential Served by Septic Systems								
Green Valley	185	3/4" meter	\$267,140	\$388,500	\$229,400	\$83,250	\$4,625	\$972,915
Spring View Estates	28	3/4" meter	\$40,432	\$58,800	\$34,720	\$12,600	\$700	\$147,252
Summer Hill	35	3/4" meter	\$50,540	\$73,500	\$43,400	\$15,750	\$875	\$184,065
Walnut Winds	31	3/4" meter	\$44,764	\$65,100	\$38,440	\$13,950	\$775	\$163,029
Ellington Park	119	3/4" meter	\$171,836	\$249,900	\$147,560	\$53,550	\$2,975	\$625,821
Durham Manor	49	3/4" meter	\$70,756	\$102,900	\$60,760	\$22,050	\$1,225	\$257,691
Douglass Glen	34	3/4" meter	\$49,096	\$71,400	\$42,160	\$15,300	\$850	\$178,806
Hamidi Property	2	3/4" meter	\$2,888	\$4,200	\$2,480	\$900	\$50	\$10,518
Oakview Hill	3	3/4" meter	\$4,332	\$6,300	\$3,720	\$1,350	\$75	\$15,777
Ellington Park	119	3/4" meter	\$171,836	\$249,900	\$147,560	\$53,550	\$2,975	\$625,821
Total								\$3,181,695
Combined Total			\$1,102,050	\$1,602,720	\$899,000	\$343,440	\$18,125	\$3,965,335

RESOLUTION NO. 2017-46

RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO ENTER AN AGREEMENT WITH WILLIAMSON COUNTY SCHOOLS TO SHARE THE COST OF EXTENDING SANITARY SEWER SERVICES TO BOTH THE OAKVIEW ELEMENTARY SCHOOL AND THE FUTURE MIDDLE SCHOOL ON HENPECK LANE

WHEREAS, the Oak View Elementary School, located on Henpeck Lane, was constructed in 1993; and

WHEREAS, the Oak View School is located just outside of the Franklin's city limits and is served by a small onsite sanitary sewer system or "package plant"; and

WHEREAS, the Williamson County Schools owns approximately 35 acres of land, adjacent to the Oak View School, that has been identified as a potential site for a new middle school (grades 6th through 8th); and

WHEREAS, Williamson County School System desires to have the Oak View Elementary and the future middle school to be served by the City of Franklin sanitary sewer systems; and

WHEREAS, the estimated cost for the extension of the sanitary sewer line is \$2.36 million (\$2.1 million for construction, \$260,000 for design and land costs); and

WHEREAS, the impacted, county-owned property will be annexed into the City of Franklin prior to the completion of the project; and

WHEREAS, Williamson County Schools has agreed to provide the City with easements needed to extend sanitary sewer to other undeveloped property within the area; and

WHEREAS, the City's portion of the project expense (\$1.18 million) would come from the City's County Facilities Tax fund, consistent with prior practices and fund purpose.

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

1. Williamson County Schools and the City of Franklin will share equally the full costs of the project; and
2. The sanitary sewer extension project will be a City of Franklin project to facilitate design and property acquisition necessary for its timely completion; and
3. The City's portion will come from the City's County Facilities Tax; and
4. This resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

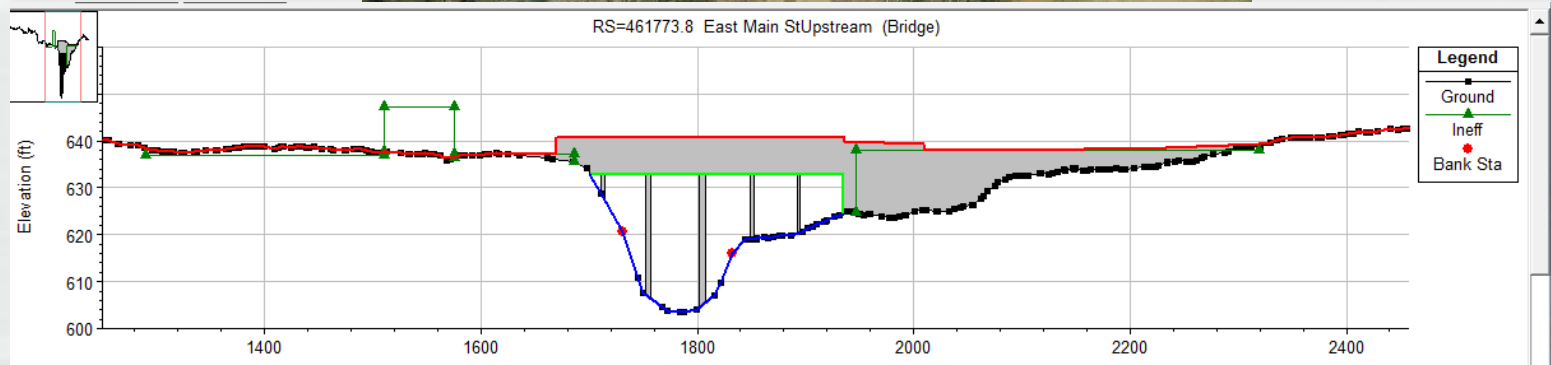
By: _____
Shauna R. Billingsley, City Attorney

Harpeth River Watershed Feasibility Study Recommended Alternatives for the City of Franklin

August 2016



Franklin Road Bridge Existing Conditions



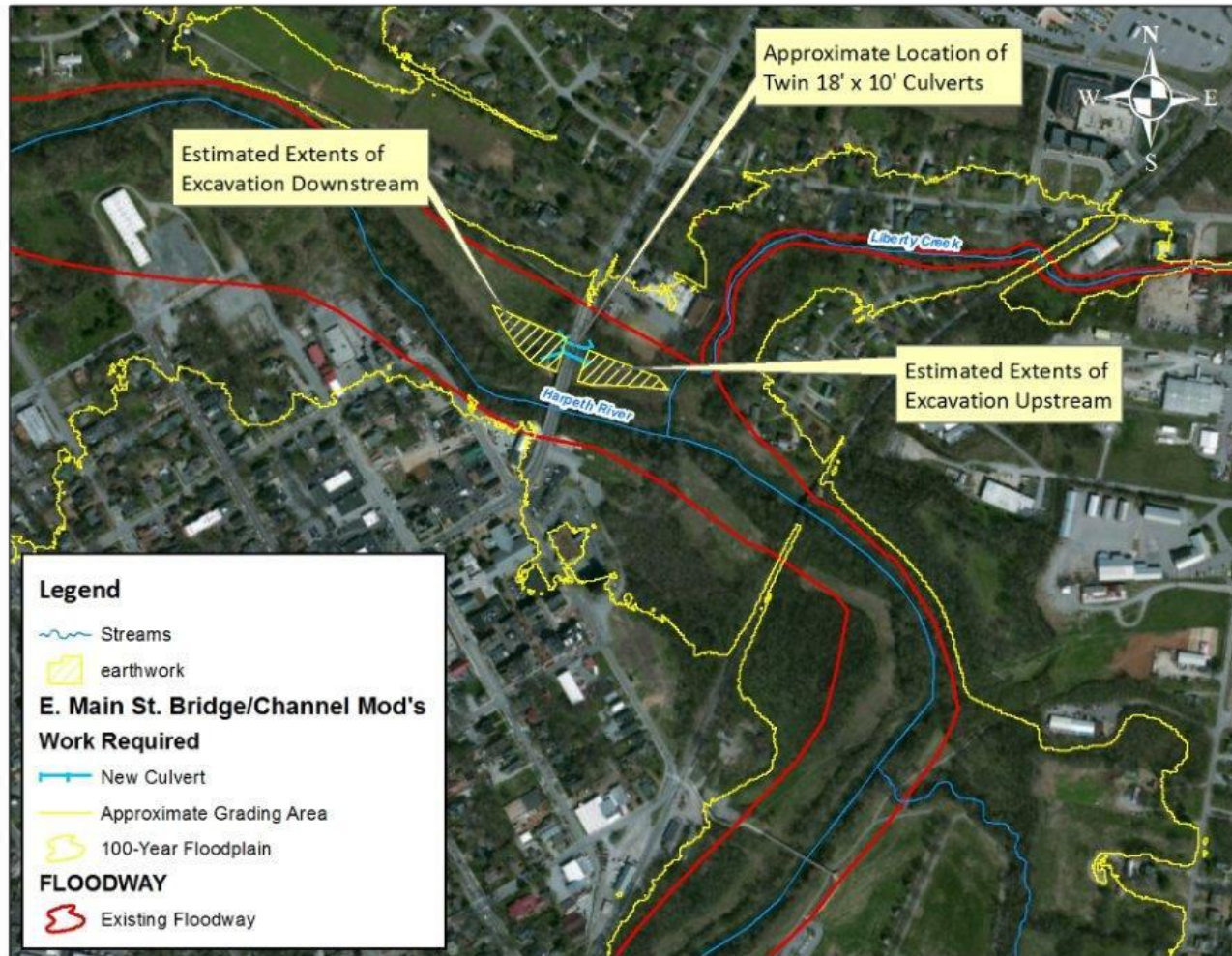
Franklin Road Bridge Channel Modification



- Construction of two 10' x 18' culverts on the right overbank for additional high-flow capacity.
- 52' length
- Excavation needed upstream and downstream of Franklin Road to allow floodwaters to flow through the culverts.



Franklin Road Bridge Channel Modification



Franklin Road Bridge Channel Modification

- Project prevents 30 homes (6 in Reach F-3 and 24 in Reach F-4) from receiving damages at the 100-year return period, plus lowers the flood elevation for numerous other structures.
- Total project cost is **approximately** \$1M. Cost to the City of Franklin is \$350,000.
- Benefit-to-Cost Ratio of 2.97



Franklin Road Bridge Channel Modification

Feet of Flood Reduction with Constructed Project

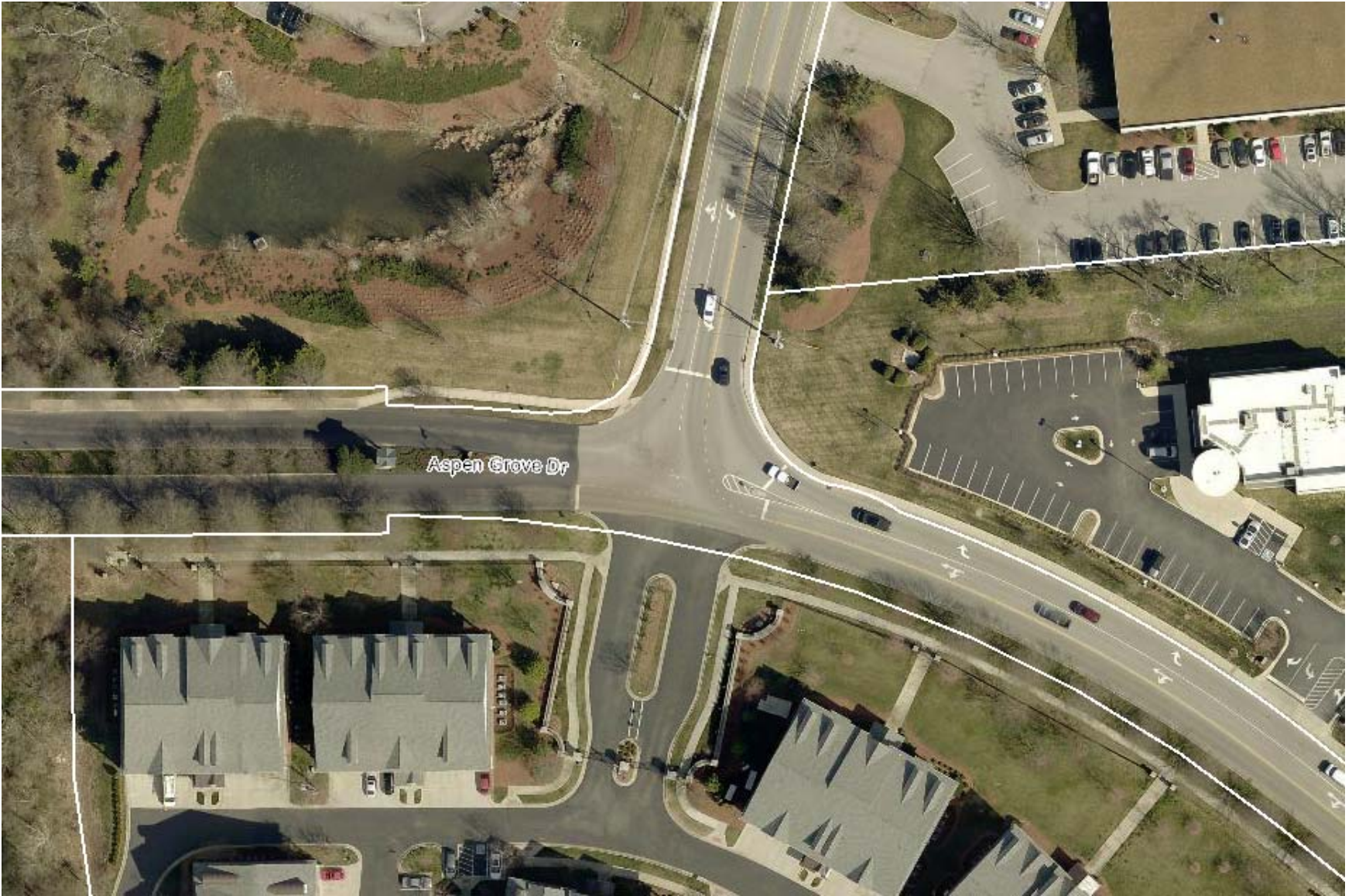
Location	10-yr	25-yr	100-yr
	Return Period	Return Period	Return Period
Upstream of East Main St Bridge	1.06	1.31	2.06
USGS Gage: Harpeth River at Franklin, TN	0.68	0.93	1.17
Near Carnton Lane	0.59	0.81	1.02
Mack Hatcher Memorial Parkway	0.34	0.47	0.65

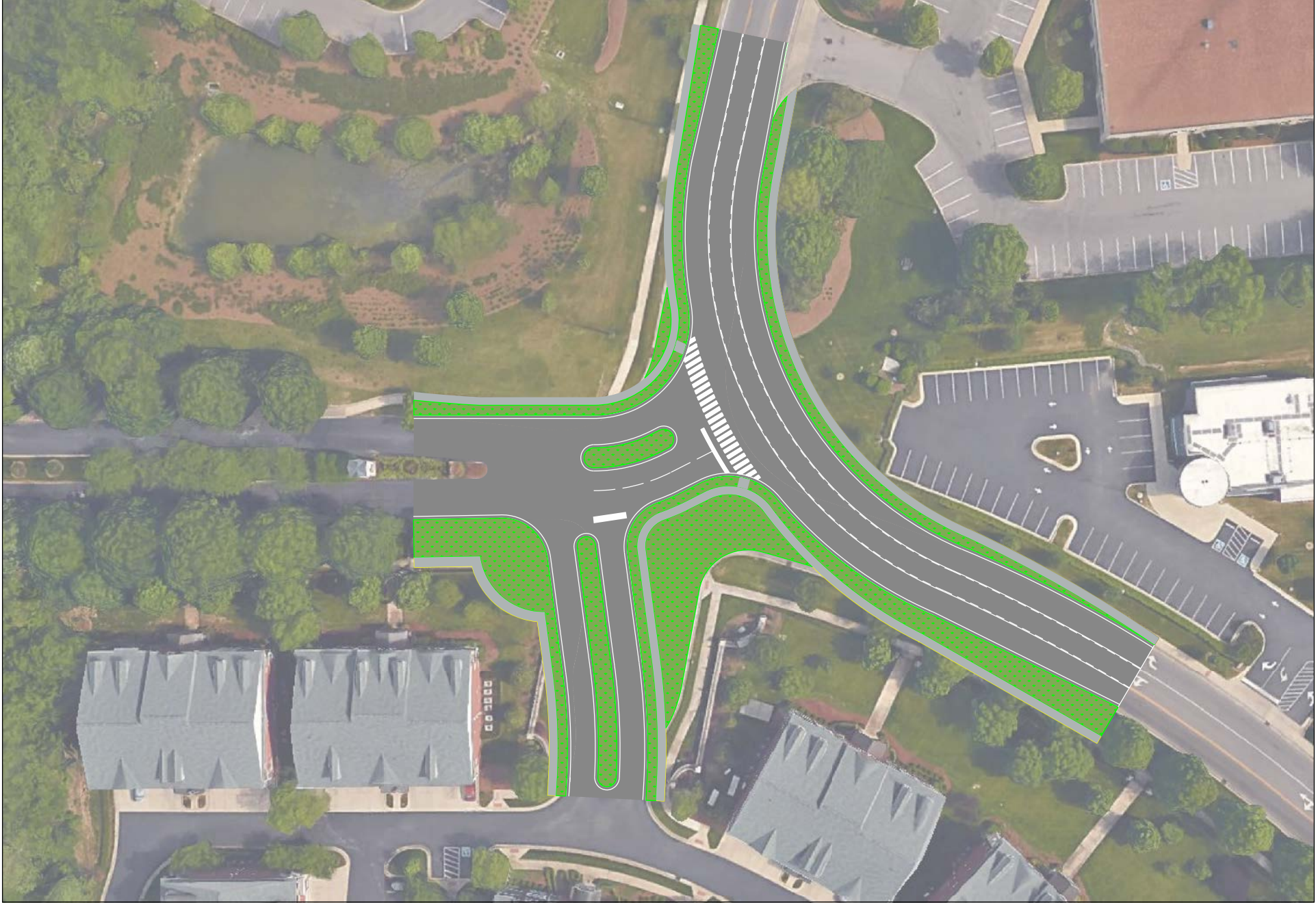


Takeaways

- Structural project provides the following benefits:
 - Removes 30 homes from the 100-yr floodplain.
 - Reduces 100-year flood stages by 1-2 feet for much of the City's affected population.
 - Reduces Franklin's overall average annual damages by 16%. Reach F-4's annual damages are reduced by 30%.
- Total Estimated Project Cost of \$1M, Franklin's share is 35% actual cost.
- No environmental impacts anticipated.









PARKLAND ACQUISITION AGREEMENT
COF CONTRACT NO 2016-0098

This agreement (this "Agreement") is entered into by and between THE CITY OF FRANKLIN, TENNESSEE ("City"), and CRESCENT LOCKWOOD, LLC ("Developer"), on this the _____ day of _____, 2017.

WHEREAS, the Developer owns property that includes approximately 76.99 acres on which no development is projected or provided for in the approved development plan for the adjacent development (the "Future Park Tract"), as depicted on Exhibit A; and

WHEREAS, the City has determined that the Future Park Tract is consistent with the Parks Master Plan of the City, and appropriate for future development by the City as a City park; and

WHEREAS, the City and the Developer desire to establish a schedule and procedure whereby the City will acquire the Future Park Tract.

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. Developer shall deliver to the City, within ten (10) business days after execution of this Agreement by both Developer and the City, all inspections, surveys and reports applicable to the Future Park Tract, including without limitation any existing title policies, environmental inspections and surveys (collectively, the "Due Diligence Material"), all delivered without warranty of accuracy or completeness and to the extent within Developer's possession or control. The City shall have until July 15, 2017 (the "Due Diligence Period"), to review the Due Diligence Material and to conduct such inspections or reviews of the Future Park Tract as may be deemed appropriate or necessary by the City, including without limitation water sampling, surveys or environmental inspections. If the City objects to any matter revealed by such inspections, the City shall provide written notice to the Developer within the Due Diligence Period and the Developer shall thereafter have the right, but not the obligation to cure such matter. If the City does not accept any condition of the Future Park Tract, in the City's sole discretion, the City may terminate this Agreement with written notice to Developer during the Due Diligence Period.
3. From and after the date of execution of this Agreement, Developer will pursue the creation of a plan to delineate the portion of the Future Park Tract or on other property as may be approved by the City on which Developer will be entitled to cut and grade soil to accommodate development work within the Lockwood Glen development (the "Grading Plan"). Developer will deliver the Grading Plan to the City for review and approval no later than June 30, 2017, and all approvals and permits related thereto (collectively, the "Grading Approvals") must be approved by the Closing Date, as hereinafter defined.
4. If the City does not terminate this Agreement, the City will purchase the Future Park Tract no later than August 15, 2017 (the "Closing Date"). Notwithstanding any other provision of this Agreement, if the Grading Approvals have not been approved and issued by the Closing Date, Developer may in Developer's discretion extend the Closing Date to September 15, 2017. If the Grading Approvals are

not received by the Closing Date, as may be extended hereunder, Developer shall have the right to terminate this Agreement. The purchase price for the Future Park Tract is ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), to be paid to Developer in an initial installment of \$500,000.00 on the Closing Date, and additional installments of \$500,000.00 on the first and second annual anniversary of the Closing Date. In addition to the purchase price, and in consideration of Developer's agreement to a purchase price less than one-half of the City's appraised value of the Future Park Tract, the City agrees to forego any parkland dedication obligation or in-lieu fee that arises from the amended Development Plan approved by the City on August 23, 2016. As part of the Carothers South Parkway Project, the City purchased Right-of-Way to accommodate a water quality facility, possible future turn land and possible future traffic signal, as conceptually shown in Exhibit C. The City agrees to evaluate this property and declare all unnecessary Right-of-Way as surplus property and dedicate all surplus property, as conceptually shown in Exhibit C to the owner or future owner of Map 089 and Parcel 04801 concurrently to the time a Final Plat and Site Plan is submitted and approved by the Franklin Municipal Planning Commission. The City and Developer agree to reserve and dedicate enough Right-of-Way to accommodate a future 12' right turn lane, 12' trail and 6' grass strip at no cost to the City as conceptually shown in Exhibit C. The Developer agrees to relocate and incorporate the additional volume lost, associated with the existing water quality facility as shown in Exhibit C, into the overall site plan submitted for the property known as Map 089 Parcel 04801. The volume and water quality facility shall be in addition to any water quality requirements at the time the Site Plan for the adjacent property is submitted and approved by the Franklin Municipal Planning Commission. The maintenance of this future water quality facility shall be the responsibility of the future property owner(s) of Map 089 Parcel 04801.

5. Developer will deliver a special warranty deed (the "Deed") for the Future Park Tract to the City. The City will pay for all recording costs for the Deed, and any title policy desired by the City. The Developer will pay for its own attorney fees and will pay ad valorem real estate taxes for 2017 and any prior years prorated for the period of ownership by Developer. The Deed will include restrictions that restrict the use of the Future Park Tract from sports lighting, but such restriction shall not restrict lighting for trails, parking areas or other lighting for safety or convenience. The parties agree to reserve a temporary construction easement in favor of Developer over a portion of the Future Park Tract to be identified in the Grading Plan and reasonably approved by the City for the grading activities to be more fully described in the Grading Plan, which easement shall include customary indemnity and hold harmless agreements in favor of the City relating to any exercise of the easement by Developer, its agents, employees or contractors.
6. The City and Developer jointly designed a conceptual development plan for the Future Park Tract attached hereto and incorporated herein by reference as Exhibit B and incorporated herein by reference (the "Conceptual Park Plan"). The parties understand that the Conceptual Park Plan is not a final approved document. As such, a park development plan will be required and that document will be the binding document for the Future Park Tract. The City agrees to provide the Developer with the draft and a reasonable time to comment prior to finalizing the development plan. The City is not required to take the recommendations of the Developer.
7. After the Closing Date, the City will undertake all maintenance and management responsibilities for the Future Park Tract, including without limitation any drainage facilities located on the Future Park Tract; provided, however, that Developer will have the obligation to remove siltation resulting from

its development and construction activities. The City will diligently attempt to commence construction of park facilities consistent with the Conceptual Park Plan no later than March 31, 2018.

8. This Agreement may not be amended or modified except with the written approval of the City and Developer.
9. Between the date of this Agreement and the acquisition of the Future Park Tract in its entirety, and subject to the termination rights provided herein, Developer agrees not to further encumber the Future Park Tract or to convey any interest therein, including without limitation any leases, easements or security instruments, but excluding conveyances in favor of the City or easements and conveyances required to comply with the Concept Plan or otherwise required for utilities applicable to the property of which the Future Park Tract is a part.
10. The City shall have no liability except as specifically provided in this Agreement.
11. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
12. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.
13. In the event of a default under this Agreement on the part of Developer or the City, either party may enforce this Agreement at law or in equity, and the prevailing party shall be entitled to the costs of enforcement at all levels, including reasonable attorney fees.
14. The provisions of this Agreement with respect to post-closing payments of installments of the purchase price and maintenance, management, development and construction of a park consistent with the Development Plan shall survive closing and delivery of the Deed.
15. Developer may freely assign the obligations and rights of Developer, in whole in in part, to any entity or person. Developer agrees to provide the City with 15 days' written notice should Developer assign any obligations or rights to any other entity or party.

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

WITNESS our hands on the dates as indicated.

[SIGNATURES ON FOLLOWING PAGES]

DEVELOPER

CRESCENT LOCKWOOD, LLC, a Delaware limited liability company

By: _____
Rob Davenport, Vice-President

Date: _____

STATE OF _____)

)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared Rob Davenport, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of Crescent Lockwood, LLC, the within named bargainor, a limited liability company, and that he as Vice President of the limited liability company executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

Witness my hand and seal this ___ day of _____, 2017.

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

EXHIBIT A
DEPICTION OF FUTURE PARK TRACT



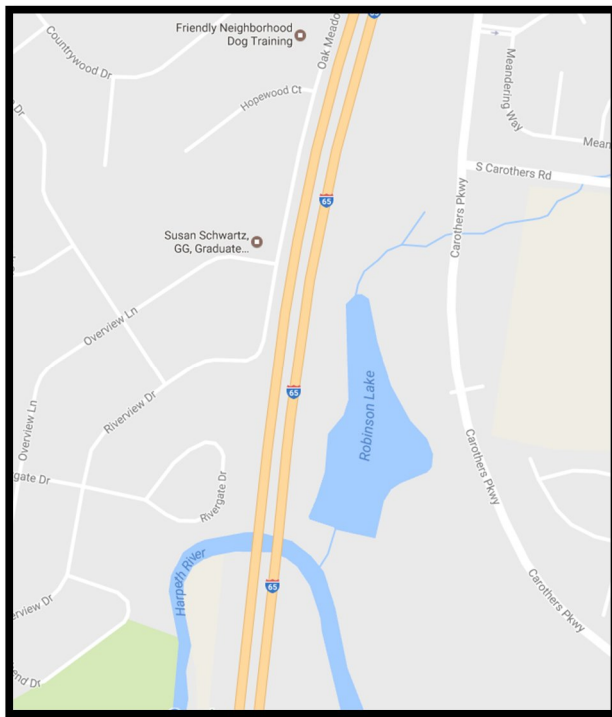
EXHIBIT B
CONCEPTUAL PARK PLAN

The development for the Future Park Tract shall conform to the Conceptual Park Plan set forth on Schedule 1 to this Agreement. Without limiting the foregoing, initial signage, decorative column walls and fencing shall be similar to the same elements as have been developed for Lockwood Glen. With that said, the parties understand that the City has developed a Master Park Plan, and those concepts shall guide the City.

The park to be developed by the City will include a pavilion as shown on the Conceptual Park Plan to be named after the Dexter and Doris Lockwood Family, including a bronze plaque to commemorate the ownership and stewardship of the land by the Lockwood Family.

The park is designed to be relatively passive and low impact, depending on the natural assets of the land and water resources together with trail and sidewalk access, and including playgrounds, event spaces and play fields, all as shown on the Concept Plan.

All drainage facilities now or hereafter constructed on the Future Park Tract will be maintained by the City at its sole expense.



UNITED STATES



EXHIBIT C



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0122**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE WAGGONER SUMNER & CANNON, INC** hereinafter referenced as Consultant, who mutually agree as follows:

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

Southeast Municipal Complex Lockwood Parcel

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and survey services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **Three Hundred Ten Thousand One Hundred Fifty-Eight and No Dollars** (\$310,158.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such

amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for

the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

(Signatures on next page)

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Kristen L. Corn , Assistant City Attorney

ATTACHMENT "A"

CITY OF FRANKLIN SOUTHEAST MUNICIPAL COMPLEX LOCKWOOD PARCEL CONSTRUCTION DOCUMENTS SCOPE OF SERVICES, FEE, AND SCHEDULE

INTRODUCTION

BWSC has prepared this Scope of Services at the City's request to conduct a natural resource evaluation, a topographic and boundary survey, and to develop construction plans for Phase I of the development of the of the Lockwood property portion of the Southeast Municipal Complex. A red line on the attached **Exhibit A** outlines the limits of Phase I construction. The Phase I improvements are to include the entry features, entrance road, parking area, formal and overflow event lawn, the event pavilion with restrooms, a trail around Robinson Lake, floating boat dock rental, fishing docks, a fire ring with seating for 25 people, a dumpster enclosure, picnic areas, a boardwalk with interpretive signage, site lighting, irrigation, and landscaping.

It should be noted that the site is located within the 100-year floodplain. It appears that the proposed location of the formal event pavilion is well below the floodplain elevation (this will be confirmed by the survey). Having the restrooms in this building could result in the need to elevate the building or locate the restrooms in a separate structure in a higher location on the site.

The design theme will include a rustic look that borrows themes from the Lockwood development across the street. The rustic, wood timbers main event pavilion with a portion extended out over the lake will accommodate 75-100 people and be suitable for family reunions and HOA events. It will include restrooms, a stone fireplace, lighting, WiFi, and electrical receptacles. An ADA accessible canoe/kayak launch and a boat ramp for motor-less boats is included. The existing stormwater features built for the Lockwood development can be expanded to accommodate the needs for the park and the scope will include adding appropriate landscape plantings in and around the ponds.

Irrigation will cover the entry feature, along the entrance road, around the parking area, and the event lawns only. Provisions will be made for irrigating the multi-purpose field in future phases. The park entrance road and parking area will be lighted with LED fixtures. Provision will also be made for security cameras on the site.

The requirements for the interpretive signage on the boardwalk in the northern portion of the site will be determined during the branding study as a part of the master planning process for the primary park site and are therefore not included in the scope.

Picnic sites around the lake will include concrete pads, an ADA table, grill, and trash receptacle. Select sites will have a cover/shelter.

1. NATURAL RESOURCES EVALUATION SCOPE OF SERVICES

BWSC will conduct a field reconnaissance to determine the extent of jurisdictional waters (streams and/or wetlands) within the limits of the entire 80+/- acre Lockwood property.

Natural Resources Environmental Boundaries Survey:

BWSC biologists certified in wetland delineation and hydrologic determination methodologies will determine if wetlands and/or streams exist on the site. If wetlands or streams do exist, BWSC will delineate the boundaries of any wetlands found within these areas using the U.S. Army Corps of Engineers (USACE) Routine On-site Determination method as described in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont, July 2010. Soils, plants, and hydrology will be documented and used to determine the extent of wetlands if they exist on the subject property. In addition to wetlands, any other potential jurisdictional features such as ephemeral, intermittent, and perennial streams and springs/seeps will be identified and the extent of these features will be determined. All streams will be evaluated with regard to their designated or potential regulatory status per Tennessee's Anti-degradation Statement pertaining to impaired [303(d)] or high quality waters (Exceptional Tennessee Waters). BWSC will complete Hydrologic Determination forms for any marginal jurisdictional channels (i.e. intermittent and wet weather conveyance/ephemeral). All features will be surveyed with a handheld GPS unit capable of sub-meter accuracy and used to produce an "Approximate Waters of the US" map.

In addition, BWSC ecologists will review the sites for the presence of any threatened or endangered species habitat and will coordinate with the USFWS and TWRA regarding concerns for listed species within the 80+/- acre Lockwood tract. Field surveys for protected species will be conducted based on the identification of preferred/suitable habitat for species listed in Williamson County, Tennessee, and the project vicinity. If habitat is identified within the survey boundary, the identified habitat will be thoroughly investigated for suitability. The Indiana bat and the Northern Long-eared bat (NLEB) are currently federally listed in Williamson County. Because the subject property is partially forested, BWSC ecologists will evaluate the presence of suitable summer roosting habitat for both listed bat species. Land features indicative of suitable habitat will first be identified during a preliminary desktop analysis using GIS land coverage and property data. Features such as forested areas, open fields, water resources, and flight corridors will be noted during the field investigation. Features such as dead trees/snags, trees with loose or shaggy bark, and man-made structures (i.e. bridges, culverts, and old buildings/houses for the NLEB) will also be identified.

Natural Resources Technical Report:

A Natural Resources Technical Report will be provided to City of Franklin summarizing the findings of the site investigation (i.e. delineations of streams, wetlands, and springs/seeps) as well any threatened or endangered species habitat observed during the field review. This report will include recommendations on permitting if streams and/or wetlands are encountered on-site, and discuss the next steps in the anticipated development process based on encountered conditions.

The Natural Resources Evaluation Scope of Services does not include:

- Site visits with the U.S. Army Corps of Engineers and TDEC.
- Preparation or submittal of a Corps Preliminary Jurisdictional Determination Application or formal TDEC Hydrologic Determination Report required for waterbody verification.
- 404 or 401 (ARAP) permit applications preparation or submittals.
- Threatened/endangered species surveys including bat acoustical or mist net surveys, fish sweeps, and/or macroinvertebrate/crayfish/mussel surveys.
- Archaeological/Historical/Cultural Resources Review and/or SHPO coordination.

Key Task Outcomes

- A letter report including findings of the ecology investigation and recommendations on permitting will be submitted to the City of Franklin.

2. PHASE I SURVEY, DESIGN, AND CONSTRUCTION DOCUMENTS SCOPE OF SERVICES

Design services will include the various design disciplines necessary to prepare the drawings and documentation necessary to prepare Construction Documents for Phase I construction and to assist in bidding and award of the construction contract. Design packages will be submitted at the Schematic (30% complete), Design Development (60% complete), and Construction Document (100% complete) phases of design. An opinion of probable construction cost will be developed at the Schematic Design level and updated at the DD and CD level for the project. We are proposing the following meetings over the course of the project:

- Kickoff meeting.
- 30%, 60%, and 100% design submittal review meetings.
- Present 30% design to BOMA.
- Franklin Municipal Planning Commission meeting.
- Pre-bid meeting with potential bidders.

Task 1 – Field Survey

BWSC will prepare a boundary survey for the entire 80+/- acre Lockwood parcel and a field topographic survey for the Phase I development area as shown in Exhibit A. Survey will be prepared according to state minimum standards, and individual tree locations for trees 24" and larger will be located as a part of this survey.

The scope of each of the design packages follows.

Task 2 - Schematic Design Documents

Initially, we will use the existing master plan prepared by the Edge Group and programming information gathered in the previous steps to generate Schematic Design (30% complete) alternatives. With input from the Client, we will refine the best aspects into a recommended Schematic Design. Following are the tasks in this phase:

- Formulate site and building design alternatives.
- Prepare site and building code analysis.
- Review basic materials; mechanical, plumbing, and electrical systems; and structural systems.
- Review sustainable site and building and design strategies that may be appropriate for this project.
- Develop schematic drawings which include site plan, preliminary grading and utilities plans, and building floor plans and elevations.
- Prepare color rendering of schematic design site plan.
- Prepare an Opinion of Probable Construction Cost to the Schematic Design level.
- Review Schematic Design documents during a meeting with the Client and secure approval to proceed.
- Present Schematic Design to BOMA.

Key Task Outcomes:

- Site plan, preliminary grading, and utility plans.
- Floor plan(s).
- Building elevations.
- Site plan rendering.

- Narrative summary of building systems.
- Building code compliance concepts.
- Opinion of Probable Cost.
- BOMA input on Schematic Design.

Task 3 - Design Development Documents

BWSC will provide Design Development Documents (60% complete) based on the approved Schematic Design Documents. The Design Development Documents will illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents will include outline specifications that identify major materials and systems and establish in general their quality levels. We will update the Opinion of Probable Cost to the Design Development level, identifying cost variances from the Schematic Level Opinion.

BWSC will submit drawings and related documents describing the Design Development to the Client for review and comment. The BWSC team will meet with the Client at the conclusion of the Design Development Phase to review the proposed design approach, receive comments, and obtain approval to proceed with the subsequent phase of design.

Key Task Outcomes:

- 60% complete site and building plans.
- Outline specifications.
- Updated Opinion of Probable Cost.
- Franklin staff to present DD package to BOMA and obtain resolution authorizing final design and construction.

Task 4 - Construction Documents

BWSC will provide Construction Documents based on the approved Design Development Documents. The Construction Documents will set forth in detail the requirements for construction of the project. The Construction Documents will include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the project. BWSC will compile the technical specifications, update the Opinion of Probable Cost to Construction Document level, and identify any cost variances from the Design Development Level Opinion.

We will submit the final Construction Documents to the Client for review and comment and will conduct a meeting to receive and review the comments. We will revise the Construction Documents based on comments received and issue complete sealed sets of plans and specifications for bidding and construction. We will submit plans to the DRT and make a presentation to the Franklin Municipal Planning Commission.

Key Task Outcomes:

- 100% complete sealed plans and specifications issued for bidding and construction.
- Final updated Opinion of Probable Cost.
- FMPC approval of plans.

Task 5 - Bidding Services

BWSC will assist the Client with the following bidding services:

- Write an invitation for bids and in preparation of a bid form.
- Attend a pre-bid meeting.
- Answer bidder questions during the bid period.
- Attend bid opening, review the bids, and make a recommendation of award of the construction contract.

Task 6 – Work as Authorized by City Staff

- Provide geotechnical investigation (up to 10 borings coordinated with Master Planning contract).
- Attend up to 6 formal meetings (public meetings, BOMA, etc.). Fee assumes three meetings will be attended by the Parks Subject Matter Expert, Client Services Lead and Technical Lead; three would be attended only by the Client Services Lead and Technical Lead.

The following provides the specific scope for the various disciplines required for the project.

Civil Engineering Services

Schematic Design:

- Develop site plan in coordination with the approved master plan (**Exhibit A**) including Point of Vehicular Access, Point of Minor Trail Locations, Preliminary Parking Layout, Sidewalk Location(s) and Widths, At Grade Trail around Robinson Lake, and Park Architectural Features.
- Prepare a schematic level grading plan to assist in the establishment of FFE for planned park buildings. Note some floor elevations (public toilet facility) are required to be located 1'-0" above the established 100-year flood plain elevation.
- Provide preliminary water quality elements sized and located appropriate for the planned park improvements. It is BWSC's understanding that the existing detention and bio-retention areas depicted on **Exhibit A** have been designed for the Lockwood Glen development located directly across and on the east side of Carothers Parkway. It is also our understanding these areas have been sized adequately for their intended purpose.
- Provide a preliminary utility layout, including water and sewer. Gas, electric, and communications will be coordinated with other related disciplines.

Design Development:

- Update site, grading, and utility plans based on comments received from the Client. Assumes one update based on the Schematic Design meetings (30% review) with City staff.
- Based on exterior site constraints, provide general location of tie-in points, sizes, and inverts for water, sewer, and storm.
- Provide location of water meter, irrigation meter, and backflow preventers.
- Finalize Building FFEs.
- Perform cut/fill analysis for improvements in the 100-year floodplain.
- Coordinate location of gas and electric utilities. Stormwater management will be developed further including proposed pipe and surface conveyances, typical ditch sections, grading showing the final planned elevations, and details of stormwater collection, detention, and conveyance including water quality features.

Construction Documents:

- Update site, grading, and utility plans based on comments received from the Client. Assumes one update based on the Design Development (60% review) meetings with City staff.

- Prepare construction documents including Cover Sheet; Existing Conditions/Site Demolition Plan; Dimensioned Site Layout Plan (drive access, surface parking lot(s), sidewalk and trails, building location(s), and location of coordinated accessory facilities); Grading and Drainage Plan (existing and final contour elevations at 2' interval maximum, building FFEs, spot elevations as necessary to convey intent, and stormwater management depicting surface conveyance, pipe network, detention and water quality features); Site Utility Plan; Erosion, Sediment, and Pollution Control Plans; Civil Details; and Civil Specifications.
- Prepare calculations including site data calculation for Planning Commission, storm drainage calculations, water quality calculations, cut/fill calculations for improvements in 100-year floodplain, and a stormwater dedication of easement and long-term maintenance plan if required by the City of Franklin.

Permitting:

- Submit plans to City of Franklin Planning Commission for approval.
- Submit plans to City of Franklin Engineering Department for grading permit.
- Revise minor agency comments and resubmit.
- Assist client in Civil-related building permit sign-offs for agencies. Assumes one round of permit sign-offs.
- Prepare a Notice of Intent (NOI) and Stormwater Pollution Prevention Plans (SWPPP) and submit to Tennessee Department of Environment and Conservation (TDEC).
- Prepare and submit general ARAP permit(s) to TDEC for impacts to jurisdictional features defined in Natural Resource Evaluation (NRA).
- Prepare and submit Nationwide 404 permit to USACE for impacts to jurisdictional features defined in Natural Resource Evaluation (NRA).

Landscape Architectural Services

Provide landscape architectural design for the proposed development. Services are to include the overall project design focusing on hardscape design, irrigation design, planting design, tree preservation and other associated design features.

Hardscape Design:

- Provide professional landscape architectural design services illustrating the proposed hardscape features for the Phase 1 project area. Services include design conceptualization/layout of park features/amenities and trail route. Proposed features focus on park entry features, pedestrian circulation paths and path around the lake, picnic and observation shelter locations, formal event space, floating canoe/kayak and fishing docks, boardwalk, fencing, and overall project design and coordination.
- Plans will illustrate material type and finishes, dimensions and layout including center line horizontal and vertical geometry, spot elevations and slopes, drainage inlets, and catch basins, as well as notes, details, and sections. Specifications for noted items will be included in the project manual.

Planting Design:

- Provide professional landscape architectural design services illustrating the proposed planting design for the areas immediately adjacent to the proposed improvements and other areas as permitted by the budget. Plans will be drawn to a known scale and will illustrate plant location, plant type, plant name, plant size, notes, details, and quantities with specifications for noted items included in the project manual.

Irrigation Design:

- Provide professional landscape architectural design services illustrating the proposed irrigation design for the landscape improvements as allowed by the budget in the areas designated. Plans will be drawn to a known

scale and will illustrate sprinkler head locations, types, and arcs and radius; electrical control valve locations, types, size, and flow; mainline and lateral pipe locations, types, and sizes; control wire locations, types, and sizes; sleeve locations, types, and sizes; controller location(s), type, and size; moisture or climate sensor type and locations; component schedules; details for the installation of irrigation system products; accommodation for future Phase 2 development; and notes specific to the project with specifications for noted items included in the project manual. Irrigation source is assumed to be the existing lake with potable water as a backup; pump station design is included.

Tree Preservation Plan:

Provide a tree preservation plan in accordance with the City of Franklin requirements.

Architectural Services

Provide contract documents for a new rustic, open air pavilion with restrooms and a fireplace for approximately 100 occupants. It is assumed that a portion of the pavilion deck will extend over Robinson Lake. The architectural scope includes:

- Pavilion floor plans, roof plan, 2 exterior elevations, and 1 pavilion section.
- Life safety data.
- Fireplace concept.
- Pavilion deck plan.
- Limited restroom details, door and partition schedule.
- Specifications. Note the pavilion and fireplace will be concept design with performance specifications for delegated detail design by the contractor.
- Submittals representing a 30%, 60%, 90%, and final IFC document package.

Structural Engineering Services

Provide structural engineering services to include the following:

- Foundation plan for the pavilion.
- Pavilion slab plan and floor framing plan for deck extension over the lake.
- Slab plan will include a thickened slab for the fireplace support. The contractor will coordinate that and determine final design requirements based on their selected fireplace design submittal.
- Specifications. Structural performance specifications will be provided for the pavilion roof and framing systems, deck railing systems, and fireplace structural requirements as they will be a delegated design element.

Electrical Engineering Services

- The electrical service is anticipated to be adjacent to the site and via transmission.
- Coordinate with the City of Franklin and lighting vendors for a preferred lighting fixture package that includes parking, roadway, paved trail, pavilion, dock, and field light fixtures.
- Provide project locations for underground conduits beneath paved areas for future use.
- Provide design for low level hardscape (trail) lighting and lighting along dock edges.
- Provide design of lighting per IESNA and COF requirements for the lighting of park paved parking area and access road/drive.

- Provide design of lighting in the Event Pavilion per IESNA requirements. Include area lighting for the immediate surrounding area.
- Provide power design for the Event Pavilion for mechanical equipment and general use receptacles.
- Provide power design for a central irrigation system.

Mechanical Engineering Services

Provide mechanical engineering services for the pavilion and restroom including the following:

- Sanitary waste and vent.
- Domestic hot and cold water.
- Natural gas service and distribution piping.
- Restroom ventilation and heating.
- Utilities to 5'-0" outside of facility.

Project Assumptions

- Scope of the project is as shown on a master plan for the site prepared by the Edge Group (**Exhibit A**).
- BWSC assumes the floodway will not be impacted and a no-rise will not be required.
- Scope does not include permit fees; any fees required for state and federal permits will be reimbursable.
- BWSC assumes the jurisdictional determination outlined in the Natural Resource Elevation Scope of Service has been completed with recommendations for general and/or nationwide permitting. No individual permits or mitigation are included in scope.
- Submittal fees and printing requested by owner or architect are not included in the price. Printing for the internal preparation of plans and standard sets for permitting are included.
- On-site utility main relocations are not required, and no off-site utility main extensions or relocations are required, unless specified in the scope.
- Site plan changes after Design Development will be at an additional fee.
- City of Franklin Standard Details are to be used where applicable.
- Assumes a consolidation plat has already been completed or is not required.
- Assumes project is not to be LEED certified.
- Analysis, determination of need, or design of pump stations, foundation drains, or other groundwater design elements are not included in price, unless specified in the scope.
- Assumes timely receipt of critical project information from the Client.
- Fee does not include any work not specified in the above Scope of Services. Additional services may be added to the Scope of Work based on mutual agreement and equitable adjustment in fee.
- Fee is based on preparing package one time for permit. Additional changes to the plans after design development approval or field changes will be negotiated at an hourly rate if required.
- The pavilion heavy timber will be a delegated service with engineering being provided by the heavy timber provider.
- The project will be designed per local, state and federal regulations and requirements.

Additional Services

BWSC is available to provide additional services as requested by the Client:

- Design revisions requested by those outside the project team and stakeholders beyond the Schematic Design phase.
- Revisions to plans to incorporate text revisions issued by bid document addenda.
- Preparation of multiple, separate construction contract packages.
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction including soil conditions and environmental issues.
- Development of perspective drawings.
- Renderings or models of the project for Owner's use other than those identified in the scope.
- Construction administrative services outside the defined scope herein.
- Design efforts in obtaining variances, waivers, or other items from local governments or building officials.
- Record drawings of the project after construction is complete.

PROPOSED COMPENSATION

BWSC proposes to complete the above outlined Scope of Services for an hourly basis for amounts not to exceed the following:

Phase I Construction Plans (Lockwood Parcel)

Boundary and Topographic Survey	\$45,784
Natural Resources Evaluation	\$7,000
Construction Documents	\$224,078
Permitting	\$15,862
Bidding	\$2,934
Total Fee for Lockwood Parcel	\$295,658

Fee Allowances

The following are fee allowances that can be subsequently authorized by the City staff.

Geotechnical Investigation	\$4,300
6 Additional Formal Meetings	\$10,200 (3 at \$2,200 and 3 at \$1,200)

We estimate that we will produce 70 drawing sheets for the Construction Documents for the Lockwood Parcel (8 Architectural, 4 Structural, 4 Mechanical, 13 Electrical, 16 Civil, and 25 Landscape Architectural)

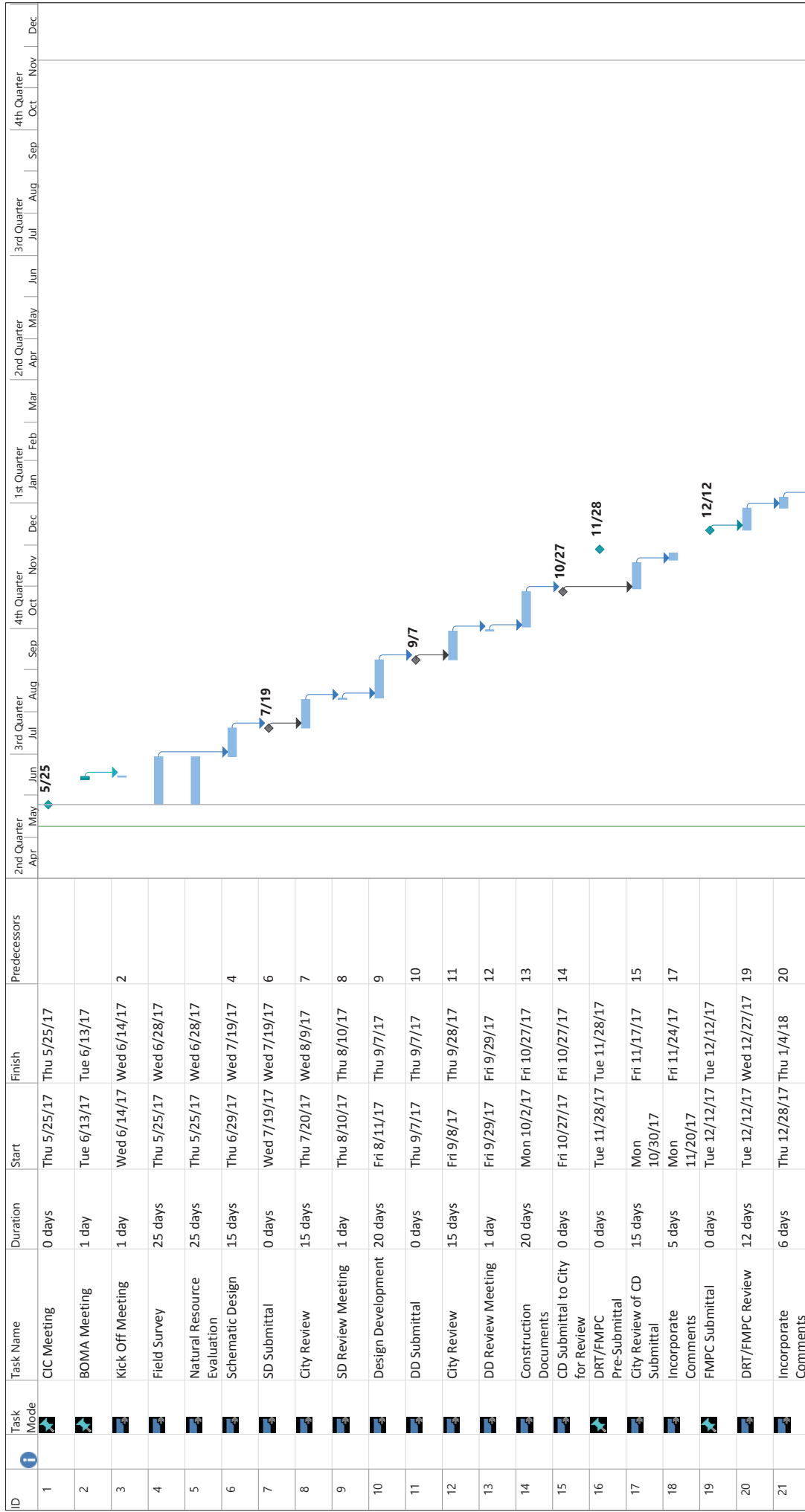
A summary of the proposed budget by task can be seen in **Table 1** that follows.

Table 1
Summary of Budget by Task
Southeast Municipal Park Master Lockwood Parcel Survey and Construction Documents

	Task Number	1	2	3	4	5	
		Natural Resource Evaluation	Survey	Construction Documents	Permitting	Bidding	Total Hours
LABOR	Rate						
Principal	\$247		2	16	1		19
Client Service Lead	\$244			6			6
Park Subject Matter Expert	\$241			28			28
Project Manager	\$146		8	61			69
Administrative	\$81		2	16	4		22
Sr. Landscape Architect	\$153			153			153
Landscape Architect	\$124			4			4
Landscape Architect Intern	\$75			499			499
Senior Civil Engineer	\$163			114	17	18	149
Jr Civil Engineer	\$150			183	28		211
EIT Civil Engineer	\$104			210	80		290
Survey (PM)	\$165		6				6
Registered Land Surveyor	\$120		62				62
Survey CADD Tech	\$85		66				66
Survey Field Crew (2 man crew; actual manhours are 2x shown)	\$155		192				192
Facilities Dept. Manager	\$175			8			8
Facilities Sr. Architect	\$155			50			50
Facilities Architect	\$130			60			60
Facilities Sr Engineer	\$155			26			26
Facilities Engineer	\$130			120			120
Facilities Designer	\$95			325			325
Facilities Admin	\$65			14			14
Natural Resource Scientist	\$88	80					80
TOTAL HOURS		80	338	1893	130	18	2459
TOTAL DOLLARS		\$7,000	\$45,624	\$219,933	\$15,862	\$2,934	\$291,353
OTHER DIRECT COSTS							
Printing, mileage, etc.			\$160	\$1,500			\$1,660
Other				\$0			\$0
Total ODC Plus 0% Markup			\$160	\$1,500			\$1,660
OUTSIDE PROFESSIONALS							
Clark Irrigation				\$2,645			\$2,645
Subtotal OP's With 0% Markup				\$2,645			\$2,645
TOTALS		\$7,000	\$45,784	\$224,078	\$15,862	\$2,934	\$295,658

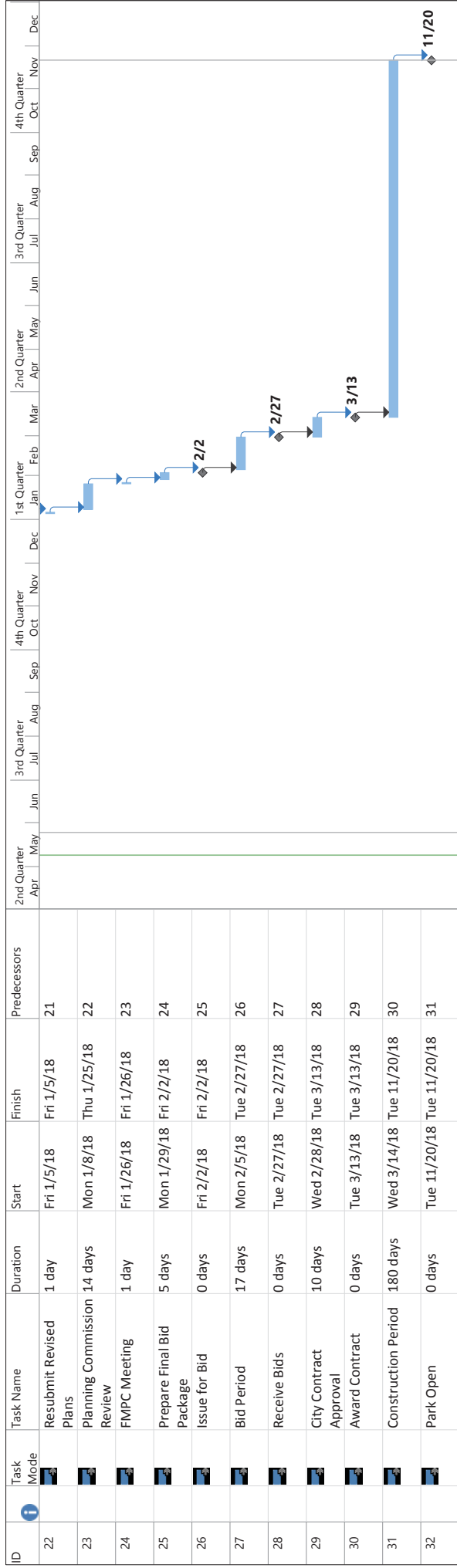
SCHEDULE

Attached is the proposed schedule for the construction documents for the Lockwood parcel. The schedule shows the construction plans to be complete in early December 2017 with approval from the FMPC to follow in late January 2018; construction beginning in March 2018 and completed in November 2018. The construction schedule is aggressive but we understand that there is some urgency in getting the park open.



Project: Lockwood Tract Park Sc
Date: Tue 5/9/17

	Task		Manual Task		Start-only		Deadline
	Split		Duration-only		Finish-only		Progress
	Milestone		Manual Summary Rollup		External Tasks		Manual Progress
	Summary		Manual Summary		External Milestone		



Project: Lockwood Tract Park Sc
Date: Tue 5/9/17

	Task		Project Summary		Manual Task		Start-only		Deadline
	Split		Inactive Task		Duration-only		Finish-only		Progress
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress
	Summary		Inactive Summary		Manual Summary		External Milestone		

EXHIBIT A



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0123**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE WAGGONER SUMNER & CANNON, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

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

Southeast Municipal Complex Master Planning

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and survey services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **Three Hundred Ninety-Six Thousand Forty-Six and No Dollars** (\$396,046.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

(Signatures on next page)

CONSULTANT

CITY OF FRANKLIN, TENNESSEE

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Kristen L. Corn, Assistant City Attorney

ATTACHMENT "A"

CITY OF FRANKLIN SOUTHEAST MUNICIPAL COMPLEX MASTER PLANNING SCOPE OF SERVICES, FEE, AND SCHEDULE

INTRODUCTION

BWSC has prepared this Scope of Services at the City's request to develop a Master Plan, Opinion of Probable Cost for a new park on a 188-acre tract located between I-65 and the Harpeth River on the east side of Franklin. This site is also the location of a potential wastewater treatment facility, which would be located on 14 to 20 acres of the 38 acres of the property that is out of the floodplain. An aerial photograph of the property can be found in **Exhibit A** which is attached.

PARK MASTER PLAN SCOPE OF SERVICES

As described in the 2015 Parks Comprehensive Master Plan, the park site would include a minimum of eight (8) lighted multi-purpose rectangular sports fields that could be used for football, lacrosse, and rugby. The Franklin Cowboys football program would move from Jim Warren Park to this new park. The park should include other recreation amenities that are shown in deficit in the Level of Service Standards in the Comprehensive Master Plan, including playground, sand volleyball, basketball courts, and walking trails. This park would also be a Community Park to serve neighborhoods in this area. The City of Franklin Parks Department should also evaluate its system-wide needs to determine if a maintenance facility is needed at this location.

A goal of this master plan is to consider the potential site-specific needs (acreage, footprints, and access requirements) for the wastewater treatment plant that might be built on this parcel. **CDM Smith** will provide the planning work for the wastewater treatment plant as a subconsultant to BWSC, and we will coordinate their work with the City staff. CDM's scope of work is attached as **Exhibit B**.

Task 1: Inventory and Analysis

In this task, we will gather and assemble information regarding the sites and surrounding features, including any public and private development plans already in place, in process, or being contemplated. This information will be derived from existing resources. BWSC will prepare an electronic base map suitable for planning purposes from GIS electronic files for the site provided by the Client. BWSC recommends that the Client appoint a Core Planning Team (CPT) to work with us in the development of the master plan. This team would include key Client staff and any other stakeholders the Client deems appropriate.

We will conduct a kick-off meeting with the CPT and other stakeholders to discuss in detail the scope of the work, schedule for meetings, deliverable dates, lines of communication, desired program elements for the park (uses, facilities), potential site development issues, identification of risks, and the measures of success for the study. The identification of measures of success will result in a definition by the CPT of the key outcomes of the study that the Client believes would make the effort successful.

We will complete a site analysis to evaluate the site's natural and cultural features (topography, geology, hydrology, and existing infrastructure) and to identify physical opportunities and constraints to development. This inventory and analysis will focus on the natural systems of the site and will include a general identification of the ecological character and resources of the site. The analysis will also entail a review of the surrounding area to determine the potential impacts the park may have and vice versa. This will include an evaluation of the historical,

architectural, and spatial character of surrounding landscape to identify elements, themes, or concepts that could be used in developing linkages and design ideas for the park.

We will, on a preliminary basis, identify any potential critical environmental resources (wetlands, etc.) that are present on the site, based field review and on existing National Wetland Inventory and other available mapping; this will not include a field delineation of potential wetlands and/or regulatory streams. If such features are suspected based on our review, BWSC will advise the City who will use an on-call contract to have such features field delineated.

BWSC recommends that a preliminary geotechnical evaluation of the site be undertaken to identify depths to rock, water table, and soil permeability. It is anticipated that 10 borings will provide sufficient information for master planning purposes. An allowance is included in our fee for this. This work would only proceed upon subsequent future authorization by City staff.

CDM Smith's scope of work, deliverables, schedule, and fee for the wastewater treatment plant planning is attached as **Exhibit B**. BWSC will coordinate the scope and schedule of the park and wastewater treatment plant planning such that they function as a single, seamless effort. During this task, BWSC will specifically review and provide comments on CDM's general layout of the wastewater treatment plant.

We will prepare mapping which illustrates this analysis including key issues, opportunities, and constraints.

Key Task Outcomes:

- Development of site electronic base mapping.
- Schedule definition.
- Development of measures of success.
- Identification of opportunities for and constraints to development on the sites.
- Initial listing of desired program elements (uses and functions to be included in the parks).
- Location and sizing requirements for a potential future wastewater treatment plant.

Task 2: Concept Plan Development Options

BWSC will utilize the program information, the results of the site inventory and analysis, and input received during the inventory and analysis phase from the CPT to prepare up to two (2) alternative conceptual master plans for the park. The concept plans will illustrate the location, size, type, character, and scale of the proposed improvements in a diagram format. We will work with CDM Smith during this task to refine the site location, layout, means of vehicular access, and utility access corridors for the wastewater plant. We will review these concepts at a meeting with the CPT to receive their input. The CPT would decide at this meeting which of alternative concept plans (or both) to present at the public meeting in Task 4.

We would prepare order of magnitude opinions of probable cost for each of the three alternative concept plans. Because the concept plans are diagrammatic in nature, the level of detail and accuracy of the opinions of cost will be minimal. We will include a minimum of a 30% contingency in the opinions at this level.

Key Task Outcomes:

- Development of site concept plans.
- Collaboration with CDM Smith on the wastewater plant site location, layout, and access.

Task 3: Preliminary FEMA and Bridge Feasibility Study

Provide Bridge Feasibility Study to assist in giving guidance and recommendations for planned roadway and pedestrian bridge crossings. Given the potential crossings to the Southeast Municipal Complex will be within the FEMA floodway, a hydraulic analysis will be performed to evaluate and recommend potential crossings. The analysis is to include two iterations to assist in a “No Rise” Study of existing upstream elevations. The initial iteration is to be based on assumed bridge cross sections and agreed upon crossing locations. The second iteration is to refine the original and provide the basis of the planned crossings. The development of the Concept Plan and Final Master Plan by the BWSC landscape architects will be coordinated with the modeling efforts. Initial locations of crossings will be coordinated with city staff, BWSC transportation engineers and preliminary wastewater plant location provided by CDM Smith.

BWSC will provide field surveying services to gather river cross section to existing top of bank elevations. Field data will be combined with City provided LiDAR data (fees for the survey are included in the Survey Fee Allowance).

Assumptions:

1. The existing COE model for the project area is available in HEC-RAS digital format and can be provided to BWSC in a timely manner and at no cost to BWSC.
2. A total of 3 crossing are assumed. One Vehicular, Two Pedestrian
3. BWSC assumes city's current LiDAR data of the project area will be uses to aid in model development.
4. The intent of the analysis and “No-Rise” Study is for guidance and recommendation for the planned bridge crossing locations and sections. Scope does not include bridge design services.

Task 4: Master Plan Options Public Workshop

Following the meeting to review concepts with the CPT, BWSC will revise the options based on their input and will present the concept plans for the park at an evening public meeting (**Public Meeting #1**) to obtain input on the alternatives. The meeting will be facilitated with the goal of gaining consensus by the public for the preferred alternative for the park. Potential phasing options will also be discussed. The preferred alternative could be a single plan or combination of elements from the plans into a preferred option.

Following the public meeting, present the concept plans to BOMA in a work session (**Presentation #1**) to gain their input on a preferred alternative plan or combination of plans.

Key Task Outcomes:

- Public and BOMA guidance on preferred plan.
- Identification of a preferred concept plan option.
- Development of potential phasing options.

Task 5: Draft Final Master Plan Synthesis

In this task, we will refine the preferred alternative diagram based on input received from the public and BOMA into a more finished preliminary plan that will more accurately depict the location, scale, and character of the proposed improvements within the park. We will prepare initial preliminary opinions of probable costs for the implementation of the plan and phasing recommendations. We will prepare an estimate of earthwork and storm drainage quantities to include in the opinion of cost. The draft final plan will include specific recommendations for sustainable design concepts to be included in the site and building design. BWSC will also identify the scope and potential schedule for the permitting process for construction of the park. This information will be reviewed during

a meeting with the CPT for review and comment. We will revise the plan based on CPT input and present the plan at a Public Meeting (**Public Meeting #2**) to gain public input.

Key Task Outcomes:

- Refinement of master plan.
- Sustainable design recommendations.
- Phasing recommendations.
- Project budget definition and refinement.
- Input on the plan from the public.
- Consensus on the final plan(s) to be presented to the Board of Mayor and Aldermen (BOMA).

Task 6: Traffic Impact and Pedestrian Flow Study

BWSC will provide services for a Traffic Impact Study for the new park to identify required on- or off-site traffic improvements that will result in construction costs that would be incorporated into the opinion of costs for the park. The Traffic Impact Study Guidelines for the City of Franklin, as well as the standards of the Institute of Transportation Engineers (ITE) for traffic impact studies, will be followed. The Traffic Impact Study tasks include:

- Inventory the existing study area conditions and conduct field observations of roadway geometry, traffic control, posted speed limits, and site access sight distance.
- Obtain available traffic projections from the City of Franklin, or other historical Tennessee Department of Transportation (TDOT) volume trends. Determine a reasonable growth rate from this information.
- Perform trip generation analysis for the park using the guidelines of ITE. Land use and densities will be based on the current site plan. One phase of development is assumed.
- Estimate distribution of trips using manual techniques including reviews of existing developments and directional distributions.
- Develop projected/design volumes based on historical growth rates and future development information.
- Review current TIS submittals in the study area for trip generation data and recommendations for roadway improvements.
- Calculate Level of Service (LOS) at the study intersections under existing 2017 peak hour traffic conditions without the proposed development. Intersections will include:
 - o Long Lane and Carothers Parkway
 - o Truman Lane and Carothers Parkway
 - o Long Point Way and Carothers
 - o Carothers Parkway and South Carothers Road
 - o Carothers Parkway and SR 96
 - o Two park access points to be determined
- Calculate the projected background traffic (existing traffic and traffic anticipated from other pending developments) as related in the historic corridor growth rate for the build-out year on the study intersections. Assess critical queue lengths, changes in Level of Service, and delay for the build-out year.

- Calculate the projected future traffic (background traffic and traffic from the proposed development) for the build-out year on the study intersections. Assess critical queue lengths, changes in Level of Service, and delay for the build-out year.
- Conduct an operational analysis of the intersection Level of Service for all existing study intersections, as well as the new proposed access point in the years specified, with a Level of Service and delay by lane-group and intersection determined using the Highway Capacity Manual (HCM 2010) and Synchro software.
- Conduct a circulation analysis of the site plan for the park.
- Conduct a parking analysis of the site plan for the park.
- Report the extent of roadway and/or traffic control improvements necessary to maintain acceptable levels of service and mitigate the impact of the additional traffic from the development.
- Prepare a report documenting the findings.
- Incorporate recommended traffic/road improvements into the park Preliminary Final Master Plan and opinion of probable construction costs.
- Conduct preliminary bridge site investigation and location assessment.

Task 7: Park Branding and Graphics

This property could be the home to two very important, and very different uses. Due to the park's large size, visibility from I-65, and accessible location, it has the potential to become an iconic and signature destination in Franklin. For these reasons, developing a distinctive brand identity for the park will be very important. In this task, BWSC subconsultant **TollesonMcCoy** will work with the design team and the City staff in developing a branding strategy for the project. The objective will be to develop a name for the park and a graphic brand that conveys the unique and special character and function of the park. TollesonMcCoy will work with the design team to understand the proposed design themes and concepts for site and buildings that should influence the branding. They will also assist the design team in developing master plan level concepts and budgeting for park identification and internal wayfinding signage. The following are the specifics of TollesonMcCoy's scope:

Discovery:

- Interview key City and Park personnel to understand the programming and operations goals of the park that could be supported by the branding strategy.
- Research historical and current records to support the branding initiatives.
- Research applicable zoning and planning overlays as they relate to exterior signage.

Schematic Design:

- Build on information provided by key City and Park personnel to begin the naming exercise for the park.
- Provide no fewer than ten (10) naming options.
- From the name options, facilitate font studies and begin developing "marks" in black and white for review.
- Present Schematic Design and Discovery to key team members.

Design Development:

- Provide revised branding options for selection.
- Incorporate color studies for branding options.
- From the master plan, determine material precedents for signage.

- Provide no fewer than three design options for the primary identity and wayfinding signage.
- Present Design Development to the City.

Contract Documentation Deliverables:

- Provide brand strategy document including naming hierarchy and brand standards (color palette and font selections – primary and tertiary)
- Prepare detailed design development drawings to include overall dimensional and material call out drawings for the primary entrance identity and for wayfinding signage (ground mounted). This would constitute the “Pattern Book” as requested by the City.

Task 8: Final Master Plan Refinement

Based on comments received from the CPT, BOMA and the public, BWSC will complete a final rendered site master plan, an aerial color perspective rendering, and a brief written final report documenting the master planning process. The report will contain reduced copies of the rendered plan, an aerial color perspective rendering, the brand strategy and “pattern book” for the branding, supporting written documentation of the master planning process, and the opinions of probable construction cost. Copies of the final draft plan and report will be provided to the CPT and City staff in electronic format for review and comment. We will make any required changes and prepare a final report in electronic format for submission to BOMA. We will make a presentation of the plan and report at a BOMA meeting.

Key Task Outcomes:

- Prepare final draft master plan and report.
- Draft copies of the final plan and report in electronic format (.pdf) submitted to the CPT for review.
- Make any necessary revisions based on CPT comments.
- Prepare copies of the final plan and report for submission in electronic format to BOMA.
- Present the draft final plan to BOMA (**Presentation #2**).
- Approval of the plan by BOMA.

Task 9: Final Master Plan

Make any necessary revisions to the draft plan and report based on comments received and submit the final deliverables to include:

- One mounted copy of the color rendered conceptual master plan of the new park.
- Two copies (depending on Client requirements) of the final written report documenting the planning process, including a reduced copy of the color rendered master plan, recommended phasing of construction, and preliminary opinions of probable cost by phase.
- Electronic copies of the color rendered master plan and final report in .pdf format.

Key Task Outcomes:

- Completion of the Master Planning Phase.

Task 10: Services as Authorized by City Staff

- Provide geotechnical investigation (up to 10 borings coordinated with the Lockwood parcel CD contract).

- Attend up to 6 formal meetings (public meetings, BOMA, etc.). Fee assumes three meetings will be attended by the Parks Subject Matter Expert, Client Services Lead and Technical Lead; three would be attended only by the Client Services Lead and Technical Lead.

Additional Services

BWSC is available to provide additional services as requested by the City of Franklin:

- Site topographic and boundary survey.
- Construction plans, bidding and construction phase services for construction of the park improvements identified in the master plan.

PROPOSED COMPENSATION

BWSC proposes to complete the above outlined Scope of Services for an hourly basis for amounts not to exceed the following:

Master Planning	\$96,013
FEMA and Bridge Study	\$29,517
Traffic Impact Study	\$25,360
Park Branding and Graphics	\$19,000
Other Direct Costs	<u>\$1,800</u>
Primary Park Site Subtotal	\$171,690
Wastewater Plant Planning (CDM Smith Exhibit B)	<u>\$184,856</u>
Total Proposed Fee	\$356,546

A summary of the proposed budget by task can be seen in **Table 1** on the following page.

Fee Allowances

The following are fee allowances that can be subsequently authorized by the City staff.

Site Survey (for FEMA Study)	\$25,000
Geotechnical Investigation	\$4,300
6 Additional Formal Meetings	\$10,200 (3 at \$2,200 and 3 at \$1,200)

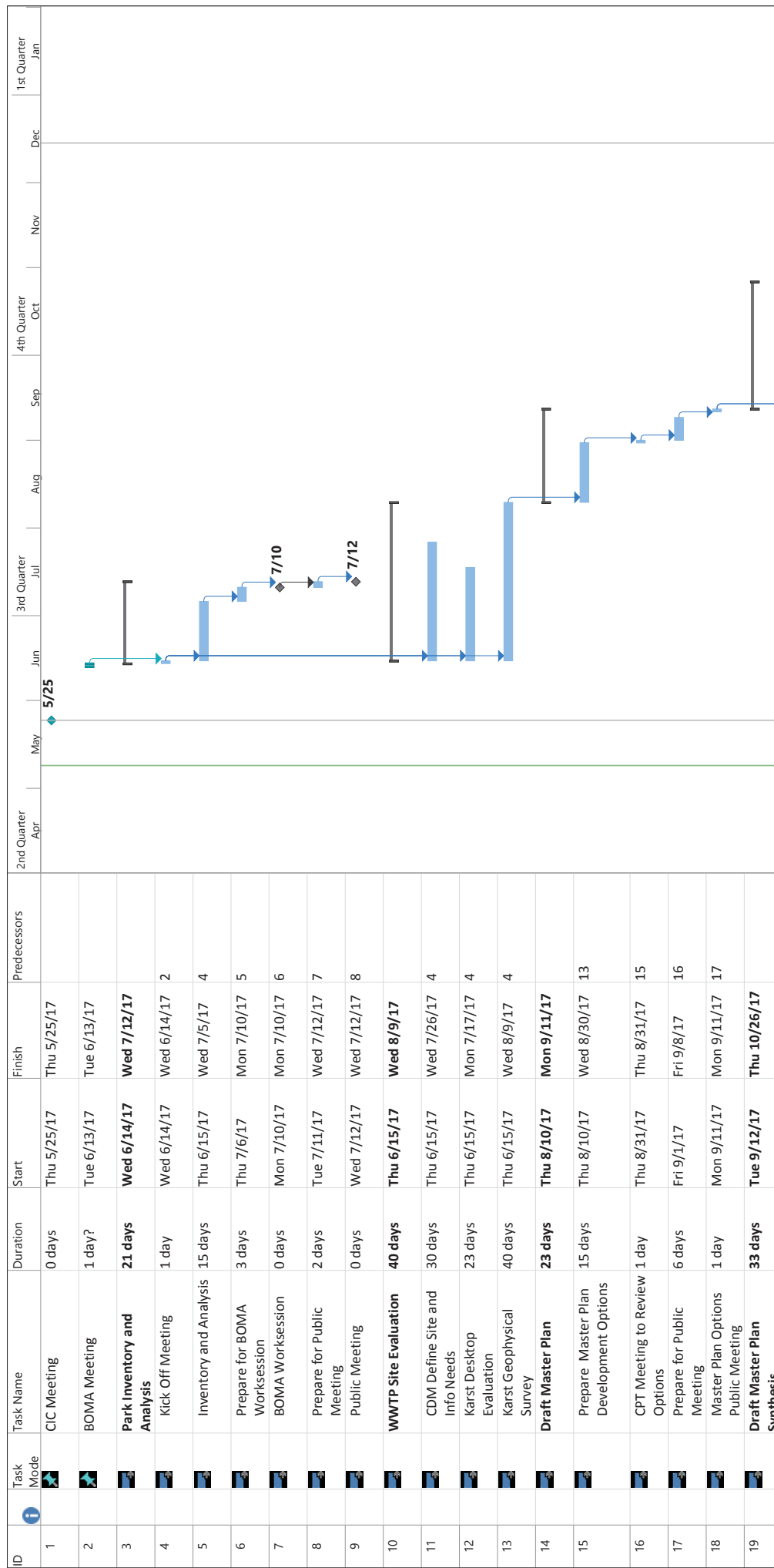
SCHEDULE

Attached following the proposed budget by task is the proposed schedule for the master planning effort. The schedule shows the master planning complete mid-December 2017.

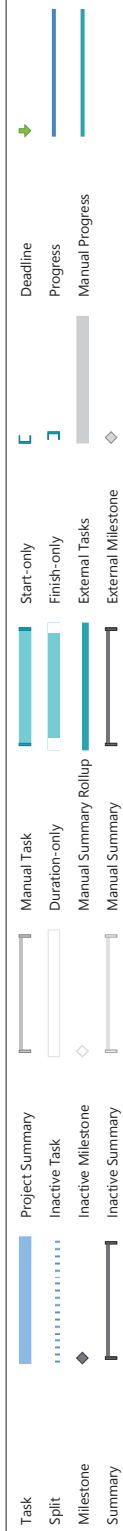
It should be noted that the Karst Geophysical Survey for the wastewater plant may or may not have to be done. It is included in the schedule; however, the duration may have to be longer. This will only be known after CDM Smith completes the Karst Desktop Evaluation. The development of master plan development options should wait until this analysis is complete.

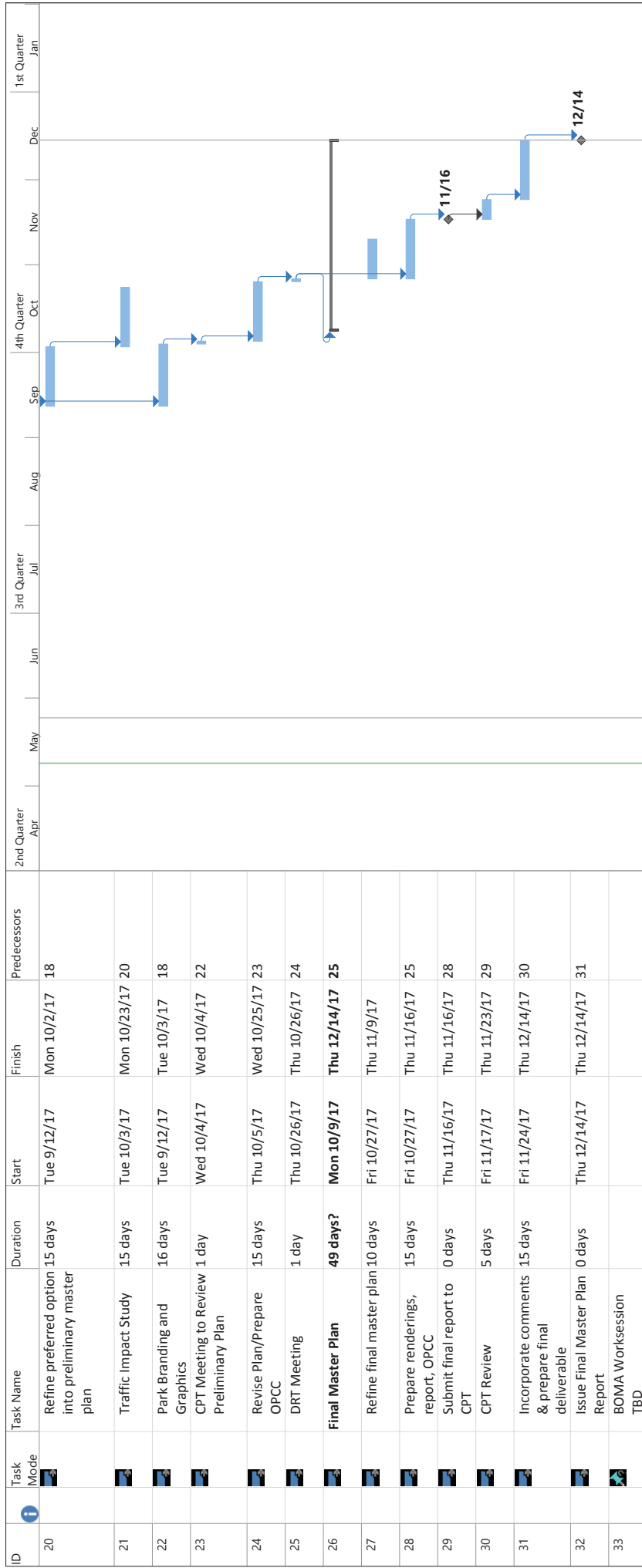
Table 1
Summary of Budget by Task
Southeast Municipal Park Master Planning

	Task Number	1	2	3	4	5	6	7	8	9	Total Hours
LABOR	Rate										
Principal	\$247						3				3
Client Service Lead	\$244	4	6		8	4			4		26
Park Subject Matter Expert	\$241	11	29		19	12			14	2	87
Project Manager	\$146	9	8	6	4	4	16		15	6	68
Administrative	\$81	1	3			3	5		22	2	36
Sr. Landscape Architect	\$153	38	48		21	30			61	5	203
Landscape Architect	\$124		2								2
Landscape Architect Intern	\$75	55	56		36	36			48	12	243
Senior Civil Engineer	\$163	3	6			6			43	3	61
Traffic Senior Engineer	\$185			9							9
Traffic Engineer 1	\$158			12			35				47
Traffic Engineer 2	\$130			16			54				70
Traffic Designer	\$88						106				106
EWI Senior Engineer (QC)	\$175			8							8
EWI Senior Engineer	\$150			40							40
EWI Jr. Engineer	\$110			80							80
EWI EIT	\$85			80							80
TOTAL HOURS		121	158	251	88	95	219	\$0	207	30	1169
TOTAL DOLLARS		\$15,450	\$22,634	\$29,517	\$13,028	\$12,963	\$25,360	\$0	\$28,264	\$3,674	\$150,890
OTHER DIRECT COSTS											
Printing, mileage, etc.		\$300	\$300		\$300	\$300			\$300	\$300	\$1,800
Total ODC Plus 0% Markup		\$300	\$300	\$0	\$300	\$300	\$0		\$300	\$300	\$1,800
OUTSIDE PROFESSIONALS											
TollesonMcCoy (Branding)								\$19,000			\$19,000
CDM Smith (See Exhibit C for breakdown)											\$184,856
Subtotal OP's With 0% Markup								\$19,000			\$203,856
TOTALS		\$15,750	\$22,934	\$29,517	\$13,328	\$13,263	\$25,360	\$19,000	\$28,564	\$3,974	\$356,546



Project: East Side Park Master P
Date: Tue 5/9/17





Project: East Side Park Master P
Date: Tue 5/9/17

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

EXHIBIT A

FRANKLIN

Harpeth River



700 Feet

1 inch = 700 feet
Tennessee State Plane (feet) 4100ftps
North American Datum 1983

BWSC **pros consulting** **KVD**

CITY OF FRANKLIN PARKS

FRANKLIN PARK MASTER PLAN

FRANKLIN, TENNESSEE

Interstate Highway River

Property City Limits

City of Franklin

Goose Creek Property Master Plan Assistance

Scope of Work Proposal

1.0 Project Background

The City's Integrated Water Resources Plan (IWRP) identified the need for a second wastewater treatment/reclamation facility in the southern portion of the City to serve Franklin's sewer system. The plant was recommended to be an advanced wastewater treatment plant to be constructed at the Goose Creek site, a property previously purchased by the City for this purpose. The City also desires to develop a portion of the Goose Creek site as a park and wishes to proceed with development of a masterplan for the site for these multiple purposes. As part of the masterplan, a conceptual layout of the wastewater management facilities (which include the wastewater treatment system itself, potential wetland treatment system, and associated utility corridors) is necessary so the layouts can be integrated into the park masterplan to reserve space for the wastewater management facilities. This proposal includes assistance in development of the wastewater facilities portion of the site master plan to be incorporated into the overall site layout.

As referenced, the wastewater management facilities to be housed on this site include the wastewater treatment plant itself, potential wetlands treatment for polishing of the treatment plant effluent, and corridors for utilities associated with the treatment plant and facilities. These will be referred to as the three wastewater management facility components in the text below. Utility corridors will be needed for sewer mains to carry wastewater to the treatment plant, force mains to carry treated effluent off the Goose Creek site, and other utilities (water, electric, gas, roadway access, etc.) necessary to operate the wastewater management facility components.

2.0 Scope

CDM Smith's proposed scope is presented below and includes the following five tasks:

- Task 1: Kickoff and Identification of Siting Constraints
- Task 2: Karst Evaluation
- Task 3: Evaluation, Sizing and Generic Layout of the System Elements
- Task 4: Collaborative Site Layout
- Task 5: Development of Wastewater Management System Traffic Estimates
- Task 6: CPT (Core Planning Team), Public and City Meeting Support

For the development of this scope of work, CDM Smith reviewed the Barge Waggoner Sumner and Cannon Inc. (BWSC) scope to determine how the timing of our work relates to the timing of the overall park masterplan steps (tasks) and we have included a discussion under each of our tasks that describes how the timing of that task will relate to the BWSC tasks.

Task 1, Kickoff and Identification of Siting Constraints

The purpose of this task is to 1) kick off the project, 2) delineate areas that can be removed from consideration based on preferences, needs, and constraints, and 3) identify information that will be needed to delineate potential wastewater management facility locations.

Subtask 1.1, Kickoff Meeting

This task includes attendance of an overall project kickoff meeting with all parties associated with the project site development. We assume that the kickoff meeting will be attended in person by two CDM Smith engineers and by phone by two additional CDM Smith engineers who are integral to the completion of the project tasks.

Subtask 1.2, Identification of Siting Considerations

This subtask will include identification of key management facility siting preferences, needs, and constraints. An example of a preference might be selecting a site with elevations conducive to delivery of some portion of the wastewater via gravity sewer rather than force main. A need might include having access to the river for discharge of treated effluent. A constraint might be that the wastewater management facilities must be constructed on property above the flood plain level. In addition to identification of considerations based on our experience, CDM Smith will coordinate with BWSC and the Water Management Department on the identification of preferences, needs, and constraints. This information will be used to develop a brief memorandum and a graphic identifying areas to be excluded from consideration and to establish a list of information needed to finalize a graphic identifying areas to be excluded. After completion of Task 2 and after obtaining input and additional data from BWSC and the City the memorandum and site graphic will be finalized.

Two additional informational needs can already be identified: 1) Identification of areas that must be excluded due to karst geologic activity, and 2) Identification of areas that must be excluded because they are classified as wetlands. Task 2 is proposed to define the former and we assume that BWSC will define the wetlands limits as part of their scope.

Task 2, Karst Evaluation

Part of the goal of this project is to identify how much area will be required for a water reclamation facility and where that facility will be located on the property. Since Williamson County is in an area that has the potential for karst development, it is recommended that areas for potential siting of the water reclamation facility be screened for karst geologic hazards such as sinkholes. The water reclamation facility will include water-bearing structures that will impose significant loads that could be incompatible with limestone bedrock with unstable solution cavities. In addition, placement of wetland treatment systems over shallow bedrock with solution cavities could introduce enough additional hydraulic loading to trigger collapses.

This task will include performing screening for karst features on the Goose Creek property. This will be performed in two steps. The first step will be performance of a desktop evaluation of the property for karst potential. Step 1 will utilize the following sources of information:

- Topographic information from the USGS and other public sources to evaluate for surface expression of karst features;

- USGS, Tennessee, and additional publications addressing bedrock character and karst development in the project vicinity;
- Aerial photographs; and
- A one day site visit by a CDM Smith geologist.

The first step of the karst evaluation and the work performed in Task 1 will be used to identify areas for site investigation of karst potential during the karst investigation. The karst investigation will involve performing a non-intrusive geophysical survey of target areas. We assume that areas of the property that were not eliminated from consideration in Task 1 and the first part of this task will be subjected to a geophysical survey using either seismic or resistivity methods. The method to be used will be selected in the field after a short test to see which method will efficiently yield the best results (See Task B below). It should be noted that use of the Ohm-Mapper system is very efficient in the open areas of the site and, as a result, CDM Smith has included higher density data collection by this method. For the purpose of pricing this proposal we have developed the scope of work defined below for the geophysical survey. Our pricing assumes that option C2 will be used, as it is the most expensive option. For example, if Option C1 will produce suitable results, the cost to the City would be about \$10,000 less than if Option C2 is necessary.

- Task A – Project Setup
- Task B – Mobilization & Feasibility Study using Ohm-mapper, electrical resistivity imaging (ERI), seismic refraction, and multichannel analysis of surface waves (MASW)
- Task C –Geophysical Survey. Depending on the findings of Task B above one of the following options will be used. Pricing is based on seismic refraction, which is the most conservative of the options.
 - Option C1 – Ohm-Mapper used in open areas (75% or 12,000 survey feet) and ERI in wooded areas (25% or 4,000 survey feet)
 - Option C2 – Seismic Refraction (10,000 survey feet)
 - Option C3 – MASW (10,000 survey feet)
- Task D – Report prepared by geophysical subconsultant

The following additional assumptions also apply:

- No restrictions for site access and working hours;
- Vehicles will be allowed in the fields; and
- Bedrock depth is expected to be no more than 30 feet for Ohm-Mapper use. If bedrock is greater than 30 feet, ERI will be used.

A memorandum summarizing the work, findings, and recommendations from this work will be prepared. The memorandum will be reviewed by a CDM Smith senior technical staff member,

revised and transmitted to BWSC and the Water Management Department for review. Upon receipt of input, the memorandum will be finalized.

If the geophysical survey reveals karst activity, borings would be performed to calibrate the interpretation of the geophysical survey. The geophysical survey results would be used to target features for physical identification and the resulting boring information would be used to correlate geophysical survey electronic signatures to the physical information. These borings would differ from the borings that BWSC is proposing because these borings would include penetration into the rock and performance of SPT sampling with measurement of blow counts. The number and depth of borings will not be known until the geophysical survey is performed, so we propose establishing an allowance of \$15,000 for this work.

Task 3, Evaluation, Sizing, and Generic Layout of System Elements

The goal of this task is to further define each of the wastewater management facility components, develop generic sizing, and develop generic layouts. The layouts would then be used as the initial information in a subsequent collaborative task with BWSC to develop site specific layouts for the components. By further defining the wastewater management components, we signify identifying and fleshing out individual structures and processes that will comprise the treatment system, and establishing the type and sequence of the wetland treatment system to be used. This task will also include establishing what utilities will be necessary and where they need to enter the site based on current availability. Since the graphic portion of the work product will be generic layouts, we will also identify constraints that must be considered in developing site specific layouts. For example, the wetland treatment system will have maximum and minimum length to width ratios that are necessary to maintain treatment effectiveness.

The evaluations described above will be presented in three technical memorandums (one for each of the wastewater management facility components), and will include associated graphics that can be incorporated by BWSC into the overall site layout. The graphic portion of this work product will include one generic layout for the wastewater treatment component, one generic layout for the wetland treatment system component, and two optional site plans each showing suggestions for potential locations of the components. We assume that the following steps will occur for the evaluation of each element:

1. Preparation of a draft memorandum that establishes the conceptual design criteria, sizing of components, definition of the critical layout criteria, and development of an idealized generic layout for the elements of each component.
2. Internal review and revision of the memorandum
3. BWSC and City team review
4. Final revision

This task will be initiated immediately after completion of CDM Smith Task 1; however, depending on planned duration of BWSC Task 1, may have to extend into BWSC Tasks 2 and 3. To avoid delaying preparation of the site plan, CDM Smith will use an aerial photo as the base for our layouts and figures. If the BWSC base map is available, that will be used instead as the base map.

The following narratives provide more detailed information on the scopes for the three wastewater management facility component evaluations.

Subtask 3.1, Wastewater Treatment Plant Evaluation

For the purpose of the evaluation, CDM Smith assumes that the treatment system will consist of two 8 million gallons per day (MGD) average daily flow (ADF) treatment trains that will be constructed in phases. This will result in an ultimate build-out at the site of 16 million gallons of ADF treatment. This is based on the estimated City-wide basin models and flows that were the basis of the on-going Franklin WRF expansion. We are initially assuming that the treatment system will consist of the following processes/structures:

- Centralized screening and grit removal facility;
- Odor control;
- BNR influent splitter box;
- A2O process trains with the aerobic component configured as an oxidation ditch;
- Internal recycle pump station (if needed);
- Secondary clarifier splitter box;
- Secondary clarifiers;
- Centralized RAS/WAS Pump Station;
- Tertiary filtration utilizing deep bed filters;
- Filter building with backwash pumps and blowers;
- Supplemental carbon storage and feed facility for filters;
- Ultraviolet radiation disinfection and potential advanced oxidation facilities;
- Gravity belt thickening system;
- Aerated sludge holding tank (2.5 days storage);
- In plant lift station;
- New administration building;
- New main electrical building housing main switchgear.
- New electrical building to house MCC lineup in proximity to activated sludge process;
- New electrical building to house MCC lineup in proximity to filters and disinfection processes;
- On-site diesel backup power generator;
- 24 foot wide roads to access the facility (minimum 15 foot offset of structures from roadways); and
- Stormwater retention/detention

The basis of design for sizing the tankage will be the influent concentrations, mass load peaking factors, and effluent criteria from the February 21, 2012 “New WWTP Technical Analysis Technical Memorandum” prepared by CDM Smith as part of the City’s Integrated Water Resources Master Plan (IWRP). The facility ADF flow will be adjusted as appropriate for this evaluation.

Sizes of process tanks will be modified utilizing the increased plant capacity. Main assumptions from the unit processes, such as solids retention time, will remain the same to show consistency between the IWRP and this document. CDM Smith will obtain updated vendor input for the size of the oxidation ditch and filtration system in order to update the size of these unit processes.

Although multiple options were evaluated as part of the IWRP, no final treatment train or process has been selected for the plant. Therefore, we will assume that the option with the largest footprint will be employed.

Subtask 3.2, Wetland Treatment System

The Integrated Water Resource Plan – Phase II (CDM Smith 2012) indicates that advanced treatment processes will be required to meet stringent permit discharge limits and that the proposed WWTP will include consideration of a tertiary polishing wetlands. In addition, the intent is to send the maximum amount of effluent possible to the reclaimed water system for reuse. However, even if enough reuse contracts are signed to use all the effluent during high demand periods, more effluent will be produced during low reuse demand periods (i.e., wet weather periods and winter months) than can be successfully reused. During these low reuse demand periods, wetlands treatment would be used to polish the effluent before discharge to the Harpeth River.

Several factors are important in determining the appropriate design of a treatment wetland. These include the type of wetlands as defined by the dominant vegetation and soils, the direction and extent of surface water flow to and from the wetland, location and type of downstream water bodies, regulatory requirements, topography, geotechnical characteristics, the overall water budget, wetland jurisdictional boundaries, distribution system and discharge system design, and construction costs. Water quality regulations must be considered in the design and permitting of treatment wetlands; as well as, establishment of a wetland monitoring program.

The work under this task will include evaluation of the feasibility of wetlands treatment, conceptual wetlands treatment design (including conceptual sizing and generic layout of the proposed wetland treatment system), and preparation of a memorandum documenting the above evaluation and recommendations. The first two items are described below and the third, the memorandum and graphics were described previously above.

Wetlands Treatment Feasibility

Area requirements for wetlands used to treat wastewater will be determined using a model that considers hydraulic and nutrient loading rates. The model will be used to evaluate various treatment wetland options and to estimate the wetland area necessary to reduce constituent concentrations to target levels. We assume that the constituents of interest will be limited to TSS, BOD, TN, and TP. Once the estimate of the treatment wetland area needed to meet the appropriate discharge water quality is determined, an evaluation will be performed to determine if there are available sites near the WWTP that are suitable for the constructed treatment wetlands.

Conceptual Wetlands Treatment System Configuration

CDM Smith will present a conceptual wetlands treatment configuration, excavation and grading needs (if necessary), berms, the influent distribution system and control structures, substrate acquisition, a wetland planting plan, and a monitoring plan. These will be defined only to the extent necessary to establish the required area and geometry of the wetland treatment system and shall not constitute a design.

Subtask 3.3, Utility Corridors and Overall Site Layout

The purpose of this task is to identify potential locations of the wastewater management facility components on the Goose Creek site and to identify likely entry points and routing for influent

wastewater mains and effluent force mains for the reclaimed water system. The facilities will be represented by simple polygons showing the extents of the structures and components. The potential locations are intended to be a starting place for the collaborative site layout discussions in Task 4.

Task 4, Collaborative Site Layout

Since the layout of the wastewater management facility components has a direct impact on the layout of the park components and vice versa, we propose this collaborative task to take the CDM Smith generic layouts and work with BWSC to mold them into site specific layouts. We assume that up to two alternative layouts will be developed. The following subtasks are assumed:

1. An initial collaboration meeting will be held in Franklin, Tennessee with BWSC and will be attended by two CDM Smith technical staff, the CDM Smith project manager and client manager.
2. CDM Smith will then revisit the site layouts and create modifications that reflect the concepts identified in the initial meeting.
3. A second meeting will be held with BWSC to review the resulting site layouts. This meeting will be attended in person by two CDM Smith engineers and by phone by two additional CDM Smith engineers.
4. Modifications will be made to the site layouts appropriately based on the comments.

We assume that BWSC will request up to two additional sets of revisions to the site layouts as they go through the review processes with CPT and the Public.

Task 5, Development of Wastewater Management System Traffic Estimates

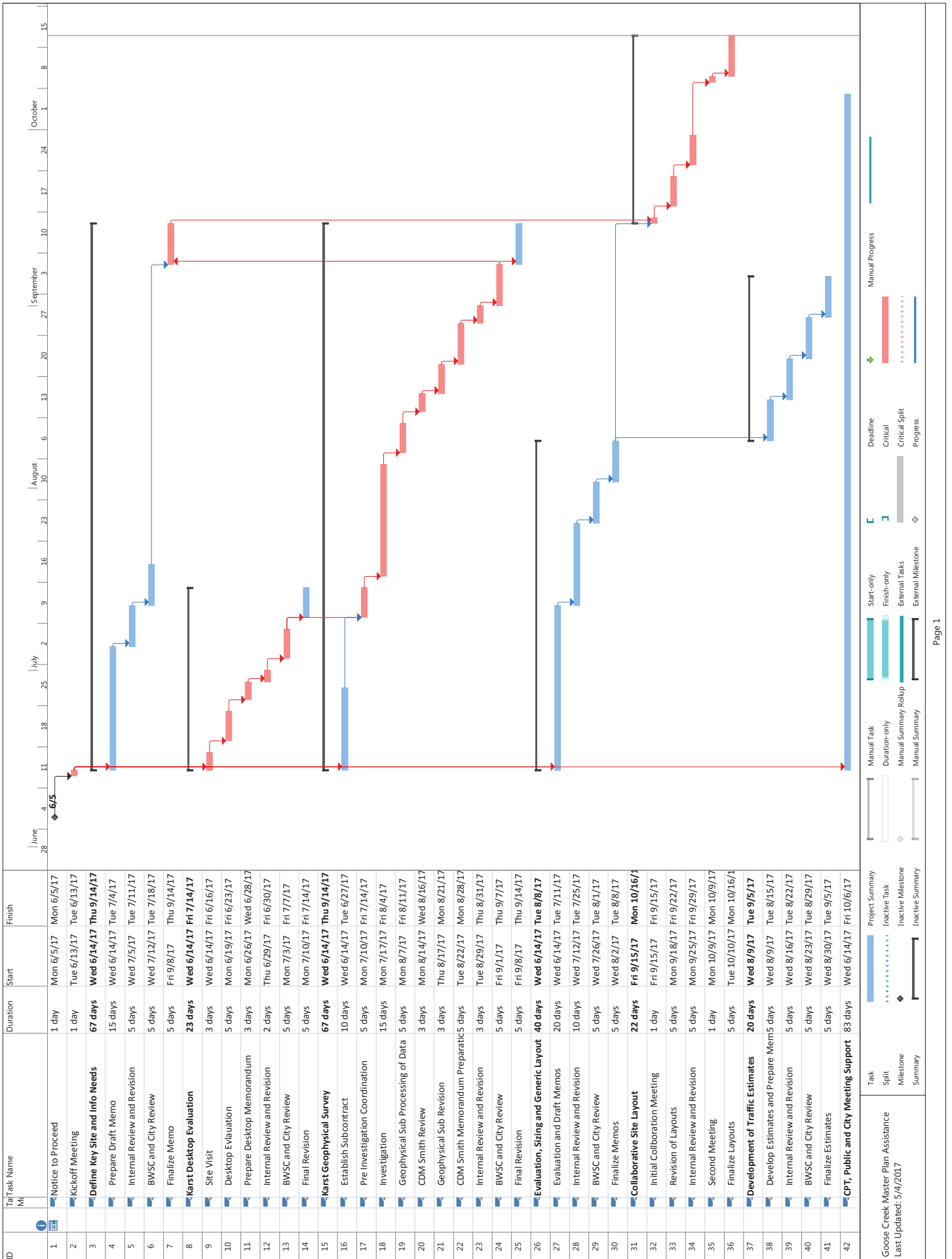
This task includes development of traffic estimates for the wastewater management system to support BWSC's Traffic Impact Study. CDM Smith will provide an estimate of truck traffic to and from the wastewater management system over time. The estimate will be provided for five year increments starting in the year 2020 and ending in the year 2040. These traffic impacts will be developed for all activities anticipated to be associated with the operation and maintenance of the new Goose Creek Wastewater facilities.

Task 6, CPT, Public and City Meeting Support

CDM Smith will attend and provide support at meetings with various entities as requested by BWSC. We have assumed attendance of up to four meetings by two appropriate CDM Smith engineers depending on the purpose of the meeting. We have assumed a total preparation time of 6 man hours for each meeting and will coordinate all our work and meeting materials through BWSC who is assumed to be in charge of the coordination and facilitation of the meetings.

3.0 Time of Completion/Schedule

Please see the attached schedule.



4.0 Compensation and Payment

The work in this amendment will be performed for a not-to-exceed budget of \$184,856. A breakdown of the cost for this amendment is provided in Table 1. The work will be performed on a billing rate basis in accordance with the rates established in the contract.

Table 1
Summary of Budget by Task
Goose Creek Property Master Plan Assistance

		Task No.	1	2A	2B	3	4	5	6		
LABOR	Rate	Kickoff Meeting and ID Considerations	Karst Evaluation	Geotechnical Boring Allowance	Evaluation, Sizing and Generic Layout	Collaborative Site Layout	Traffic Estimates	CPT, Public and City Meeting Support	Totals		
	\$225	4	0	0	11	10	2	16	43		
	\$190	15	11	0	24	24	4	48	126		
	\$205	4	45	2	124	30	4	0	209		
	\$185	24	0	0	30	24	0	0	78		
	\$165	1	0	0	26	22	12	0	61		
	\$135	32	22	0	24	0	0	0	78		
	\$110	0	0	24	0	0	0	0	24		
	\$125	0	0	0	0	0	0	0	0		
	\$105	18	4	0	40	18	0	0	80		
	\$115	0	0	0	6	0	2	2	10		
	\$85	0	0	0	32	0	4	4	40		
TOTAL HOURS		98	82	26	317	128	28	70	749		
TOTAL DOLLARS		\$15,385	\$14,705	\$3,050	\$53,145	\$22,920	\$4,580	\$13,290	\$127,075		
OTHER DIRECT COSTS											
Car Mileage (at Federal Govt. Rates)		\$280	\$560	\$280	\$0	\$616	\$0	\$1,120	\$2,856		
Rental Car		\$0	\$0	\$0	\$0	\$160	\$0	\$80	\$240		
Air Fare		\$0	\$0	\$0	\$0	\$1,400	\$0	\$700	\$2,100		
Meals		\$40	\$80	\$80	\$0	\$160	\$0	\$160	\$520		
Hotel		\$0	\$0	\$280	\$0	\$280	\$0	\$280	\$840		
Document Reproduction		\$100	\$215	\$0	\$750	\$300	\$50	\$0	\$1,415		
Shipping		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Miscellaneous Equipment/Supplies		\$0	\$0	\$90	\$0	\$0	\$0	\$0	\$90		
TOTAL ODCs Plus 0% Markup		\$420	\$855	\$730	\$750	\$2,916	\$50	\$2,340	\$8,061		
OUTSIDE PROFESSIONALS											
Karst Geophysical Subconsultant		\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000		
Driller		\$0	\$0	\$10,200	\$0	\$0	\$0	\$0	\$10,200		
Subtotal OPs		\$0	\$35,000	\$10,200	\$0	\$0	\$0	\$0	\$45,200		
Subtotals with Ten Percent Markup		10%	\$0	\$38,500	\$11,220	\$0	\$0	\$0	\$49,720		
TOTALS			\$15,805	\$54,060	\$15,000	\$53,895	\$25,836	\$4,630	\$15,630	\$184,856	

**INTERLOCAL AGREEMENT
NON-EXCLUSIVE LICENSE
COF Contract No. 2017-0085**

This Interlocal Agreement is entered into on this ____ day of _____, 2017, by and between **City of Franklin, Tennessee**, ("Franklin"), a governmental entity of the State of Tennessee, and the **City of Brentwood, Tennessee**, ("Brentwood"), a governmental entity of the State of Tennessee.

1. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

2. **Purpose of Agreement.** Franklin and Brentwood are currently subject to a mutual non-exclusive license for the sharing of geographic information systems ("GIS"). It is the intent of both parties to continue to provide a non-exclusive license agreement to each other to enable the parties, their employees, or contractors approved by Franklin or Brentwood ("Authorized Users") to share GIS mapping information for the benefit of each party's respective citizens.

3. **Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.

4. **Non-Exclusive License.** The individual parties grant the other party a non-exclusive license to use and reproduce the information, maps, reports and any other documentation, ("Licensed Material") provided for pursuant to this agreement and subject to the restrictions contained herein. Each party agrees not to use the Licensed Material in its business capacity and shall not provide or reproduce the Licensed Material for resale, unless otherwise agreed upon in writing by the parties or otherwise required by applicable law. The parties acknowledge that information exchanged under this Agreement may be subject to the open records laws of the State of Tennessee. Neither party may restrict the availability of such information to the public, if such information is considered public record. To the extent that any such information is not public record, such information shall not be redistributed without the express consent of the party which provided the information.

5. **No Resale or Unauthorized Access.** Except as otherwise provided herein, neither Franklin, Brentwood nor Authorized User shall market, offer to sell, sell and/or otherwise resell the GIS data or any part of the GIS data to any third party or provide any commercial hosting service to access the GIS data. Authorized Users shall not permit or provide unauthorized users access to the GIS data using any authentication code, user name, password, or any other authentication method used by the parties to access the GIS data.

6. **File Transfer Protocol.** Each party will implement and maintain reasonable measures to ensure that only authorized users have access to the servers that contain the parties GIS data. Each party will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by the parties including, but not limited to, reasonable steps to protect such party's password files and access to the GIS data. Each party shall ensure that passwords are given only to those Authorized Users that have a direct need to access the GIS data and that passwords are not to be shared by multiple users.

7. **Term.** The term of this Agreement shall begin 1st July 2017 through 30th June 2047 when executed by both parties and shall end after thirty (30) years from such execution.

8. **Consideration.** The parties acknowledge that the exchange of information shall be adequate consideration and, as such, neither party is obligated to pay any fee to the other party for the exchange of information unless otherwise agreed upon in writing and signed by the parties. This section is not intended to limit a party's legal remedies in collecting damages from breach of this Agreement.

9. **Warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND ONLY TO THE EXTENT PERMITTED BY LAW, THERE ARE NO AGREEMENTS, WARRANTIES OR**

REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S), OR LICENSED MATERIAL PROVIDED FOR PURSUANT TO THIS AGREEMENT. THE PARTIES ALSO MAKE NO WARRANTY THAT THE LICENSED MATERIAL WILL BE ERROR FREE.

10. **Termination – Breach.** Should either party breach or violate any material terms of this Agreement, the non-breaching party shall have the right to immediately terminate this Agreement by providing the breaching party with written notice. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of any breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

11. **Termination – Notice.** Either party may terminate this Agreement at any time and for any reason upon thirty days' written notice to the other party.

12. **Notices.**

a. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this Agreement shall be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, hand delivery or electronic mail, in each case delivered to the addresses set forth below for the recipients.

i) Notices to Franklin shall be sent to:

Mr. Chris Robinson
City of Franklin GIS Management
109 3rd Ave S., Suite 125
Franklin, TN 37064

With a copy to:

Eric S. Stuckey
City Administrator
109 3rd Ave S.
Franklin, TN 37064

ii) Notices to Brentwood shall be sent to:

Scott Sumners, GIS Coordinator
5211 Maryland Way
P. O. Box 788
Brentwood, TN 37024-0788
scott.sumners@brentwoodtn.gov

Kirk Bednar, City Manager
5211 Maryland Way
P. O. Box 788
Brentwood, TN 37024-0788
kirk.bednar@brentwoodtn.gov

13. **Third Party Beneficiary Rights.**

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any

legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

14. **Modification of Contract.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
15. **Independent Entities.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. To the extent permitted by Tennessee law, no party shall become liable for any representation, act or omission of any other party to this Agreement contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies.
16. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
17. **Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
18. **Non-Binding Dispute Resolutions.** The parties agree that should any dispute arise regarding this Agreement or any of the services or goods provided for, then the parties may agree in writing to enter into non-binding mediation and only to the extent as provided for under Tennessee Law.
19. **Assignment – Consent Required.** Neither party may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall be in the complete discretion of the party receiving the notice.
20. **Assumption of Liability.** Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.
21. **Entire Contract.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
23. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed exclusively by the laws of the State of Tennessee.
24. **Venue.** Any action between the parties arising from this Agreement shall be maintained exclusively in a court of competent jurisdiction sitting in Williamson County, Tennessee.
25. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
26. **Conflicting Terms.** The parties agree that should the language in this Agreement conflict with any language included in any documentation whether provided for by either party or not, then the language or terms of this Agreement shall be controlling.
27. **Required Approvals.** To the extent required by law, each party shall be responsible for receiving all approvals from the 3 appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

28. **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed by the authorized representatives of Franklin and Brentwood.

City of Franklin, Tennessee:

City of Brentwood, Tennessee:

Dr. Ken Moore, City Mayor

Kirk Bednar, City Manager

Date _____

Date _____

Attest:

Eric S. Stuckey, City Administrator

Date: _____

APPROVED AS TO FORM:

**APPROVED AS TO FORM AND
LEGALITY:**

Bethany A. Heuer, Staff Attorney

Roger A. Horner, City Attorney