



City of Franklin

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

Meeting Agenda Board of Mayor & Aldermen

Tuesday, May 8, 2018

7:00 PM

Board Room

Call to Order

Invocation

Pledge of Allegiance

Citizen Comments (Open For Franklin Citizens To Be Heard On Items Not Included On This Agenda. As Provided By Law, The Board Of Mayor And Aldermen Shall Make No Decisions Or Consideration Of Action Of Citizen Comments, Except To Refer The Matter To The City Administrator For Administrative Consideration, Or To Schedule The Matter For Board Consideration At A Later Date. Those Citizens Addressing The Board Of Mayor And Aldermen Are Requested To Come To The Microphone And Identify Themselves By Name And Address For The Official Record.)

Communications

Approval Of Minutes.

1. [18-0331](#) Consideration of Approval of Minutes:
April 24, 2018 5:00 p.m. Work Session
April 24, 2018 7:00 p.m. Board of Mayor and Aldermen

Attachments: [04-24-2018 BOMA WORK SESSION MINUTES ii.pdf](#)
[04-24-2018 BOMA SPECIAL MEETING MINUTES.pdf](#)

Recognitions

2. [18-0220](#) Proclamation of Children's Mental Health Awareness Day

Attachments: [Childrens Day Proclamation 2018.pdf](#)

3. [18-0450](#) Proclamation of Jerome Bannister Day

Miscellaneous Reports

Consent Agenda

All Items Under The Consent Agenda Are Deemed To Be Non -Controversial And Routine In Nature By The Governing Body. They Will Be Approved As Recommended By Committee Or Staff By One Motion Of The Governing Body. The Items On The Consent Agenda Will Not Be Discussed. Any Member Of The Governing Body Desiring To Discuss An Item On The Consent Agenda May Request That It Be Removed From The Consent Agenda And Be Placed On The Regular Agenda . It Will Then Be Considered At That Time. Staff Recommends That Item Numbers 21-24 Be Placed On The Consent Agenda.

4. [18-0332](#) Consideration of items 21 - 24 on the Consent Agenda

OLD BUSINESS

5. [18-0133](#) Consideration of Ordinance 2018-04, To Be Entitled: "An Ordinance To Rezone 3.95 Acres From Light Industrial District (LI) To Neighborhood Commercial (NC) District For The Property Located West Of Columbia Avenue And South Of Fairgrounds Street (Near 200 And 300 Downs Boulevard)." (3/22/18 FMPC 8-0, 04-10-18 WS, 04/10/18 BOMA 1st Reading 7-0, 05/08/18 2ND Reading 7-0) THIRD AND FINAL READING

Sponsors:

Ald. Ann Petersen, Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments:

[map_200300dOWNSbLVD.pdf](#)

[Ord2018-04 Downs Blvd.pdf](#)

[Ord 2018-04 rezone Downs Blvd with Map.Law Approved \(2\).pdf](#)

[Item 7 Attachment Handout from Applicant March 2018](#)

Legislative History

3/22/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
4/10/18	Work Session	acknowledged
4/10/18	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen

6. [17-0972](#) Consideration of Ordinance 2016-25, AS AMENDED, “An Ordinance to Amend the City of Franklin Municipal Code to Create a New Title 25, Parks, and to Add a New Chapter 4 to Establish Requirements for Parkland Impact Fees and Parkland Dedication, and Amend Appendix A, Comprehensive Fees and Penalties, to Add a New Chapter 25, Parks, to Establish Fees for Parkland Impact Fees and Parkland Dedication.” (11/14/17 WS, Continued to 12/12/17 WS; 04/10/18 WS; 04/24/18 BOMA Deferred 1st Reading to 5/8/2018, 05/08/18 1ST Reading 7-0) SECOND AND FINAL READING

Sponsors: Eric Stuckey, Vernon Gerth and Lisa Clayton

Attachments: [2016-25 Ordinance Parkland Dedication Municipal Code Amendment.Law Appr](#)
[2016-25 ORD Parkland Dedication Municipal Code Amendment.Law Approved](#)
[2016-25 ORD Parkland Dedication.Law Approved \(2\).pdf](#)
[Latest Version Ord 2016-25 Parkland Dedication.Law Approved Ver. with edits](#)
[Ord 2016-25 Parkland Impact Fee Ordinance.Law Approved 11-7-17](#)
[Parkland Impact Fee Ordinance Presentation 11-14-17\(2\)](#)
[Generic Neighborhood Park.pdf](#)
[1 Quadrant map placements](#)
[2 Parkland fees collected & projected 5-1-18](#)
[3 Parkland fees collected 5-1-18](#)
[4 Quad totals broken down by quads 5-1-18](#)
[5 Quadrants By Acreage and CategoriesIrc5216 kl all](#)
[6 Quadrants By Acreage and CategoriesIrc5216 kl county](#)

Legislative History

11/14/17	Work Session	referred to the Work Session
12/12/17	Work Session	referred to the Work Session
4/10/18	Work Session	referred to the Board of Mayor & Aldermen
4/24/18	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen

7. [17-0973](#) Consideration Of Ordinance 2016-36, To Be Entitled: “An Ordinance To Amend Chapter 5 Of The Zoning Ordinance Of The City Of Franklin, Tennessee To Amend Subsections 5.5.4 Pertaining To The Requirements For The Dedication Of Land For Parks And Greenways/Blueways.” (11/16/17 FMPC 9-0; 04/10/18 WS; 04/24/18 BOMA Deferred 1st Reading to 05/08/18, 05/08/18 1ST Reading 7-0, 5/22/18 2ND Reading 8-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen and James Svoboda

Attachments: [Ordinance 2016-36 - Amend Parkland Dedication Requirements in Zoning Ordir](#)

Legislative History

11/16/17	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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12/12/17	Work Session	referred to the Work Session
4/10/18	Work Session	referred to the Board of Mayor & Aldermen
4/24/18	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen

8. [18-0217](#) Consideration of Ordinance 2018-05, An Ordinance Granting a natural gas Franchise Agreement with Atmos Energy Corporation (COF Contract No. 2018-0032). (03/08/18 Finance 4-0; 04/10/18 1st BOMA Reading Deferred to May 8, 2018 7-0) FIRST OF TWO READINGS

Sponsors: Kristine Brock

Attachments: [Franklin TN Franchise Agreement Proposed by Atmos Feb 27 2018](#)
[History of Natural Gas Franchise Fees 2013-2018](#)

Legislative History

3/8/18	Budget & Finance Committee	referred as a Consent Item to the Board of Mayor & Aldermen
4/10/18	Board of Mayor & Aldermen	deferred

NEW BUSINESS

9. [18-0349](#) Consideration of Resolution 2018-38, A Resolution Authorizing The City Administrator To Forward a Letter To the Tennessee Department Of Transportation - Excess Land Committee Waiving The City's Right To Purchase A Strip Of Excess Right-Of-Way And To Execute A Cross-Access Easement Agreement With Franklin Investment Holdings, LLC. (04/24/18 WS)

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [Res. No. 2018-38 - TDOT Riverside Drive_with Exhibit A.Law Approved](#)
[Letter of Request Riverside Drive 3-29-18](#)
[Illustration - Riverside Drive TDOT ROW 4-1-18](#)
[14-034 1010 RIVERSIDE DR BDRY TOPO 2017-11-01 klb](#)

Legislative History

4/24/18	Work Session	referred as a Consent Item to the Board of Mayor & Aldermen
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10. [18-0396](#) Consideration of Amendment #2 to the Professional Services Agreement (COF Contract No. 2011-0076) with Smith Seckman Reid for the Mack Hatcher Parkway Water and Sanitary Sewer Relocation Project in the amount of \$7,850.00 (4/26/18 CIC 2-0, 1 Recusal)

Sponsors: Paul Holzen

Attachments: [2011-0076 Amendment 2 SSR_with attachment.Law Approved](#)

Legislative History

4/26/18	Capital Investment Committee	referred to the Board of Mayor & Aldermen
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11. [18-0397](#) Consideration of Amendment #4 to the Professional Services Agreement (COF Contract No. 2014-0177) with Hethcoat and Davis for Goose Creek Sanitary Sewer Extension Project from West of I65 to East of I65 in the amount of \$5,500.00 (4/26/18 CIC 2-0, 1 Recusal)
- Sponsors:** Michelle Hatcher
- Attachments:** [COF 2014-0177 PSA Amendment 4 with attachment.Law Approved](#)
- Legislative History**
- | | | |
|---------|------------------------------|---|
| 4/26/18 | Capital Investment Committee | referred to the Board of Mayor & Aldermen |
|---------|------------------------------|---|
12. [18-0407](#) Consideration of Change Order No. 3 to the Construction Contract (COF Contract No. 2015-0062) with Judy Construction Company for the Water Treatment Plant Modifications Project for a Total Time Extension of 78 calendar days. (4/26/18 CIC 2-0, 1 Recusal)
- Sponsors:** Michelle Hatcher
- Attachments:** [2015-0062 Change Order no 3_Judy](#)
[180307ATJ LTR_CO003 Time Extension Franklin WTP draft](#)
- Legislative History**
- | | | |
|---------|------------------------------|---|
| 4/26/18 | Capital Investment Committee | referred to the Board of Mayor & Aldermen |
|---------|------------------------------|---|
13. [18-0414](#) *Consideration of Amendment No. 5 to the Professional Services Agreement (COF Contract No. 2013-0034) with CDM Smith, Inc. for the Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, from South of SR-96, West of Franklin, to East of SR-106 (US-431), North of Franklin, Williamson County] at a Cost Increase Not-to-Exceed \$32,640.00
- Sponsors:** Engineering
- Attachments:** [COF 2013-0034 - Mack Hatcher Amendment No 5 with attachment.Law Approv](#)
14. [18-0479](#) *Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2016-0325) with Alfred Benesch and Company for the SR-96W Multi-Use Trail Project for a Cost Increase in the Amount Not-to-Exceed \$46,226.50
- Sponsors:** Engineering
- Attachments:** [2016-0325 Amend1_PSA_Benesch_SR96WTrail_Design_with Attachment A.](#)
15. [18-0454](#) *Consideration of Resolution 2018-36 Authorizing the Use of the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036) Prior to July 1, 2018
- Sponsors:** Engineering
- Attachments:** [2018-36 Authorize Use On-Call Services with Exhibit A](#)
[18-0454 Jarrett Builders 4-26-18.pdf](#)

16. [18-0442](#) *Consideration Of Resolution 2018-35, A Resolution Of The Board Of Mayor And Aldermen For The City Of Franklin Employees' Pension Plan, Providing A Cost Of Living Adjustment To The Monthly Benefit For Retired Recipients, Effective July 2018.
- Sponsors:** Eric Stuckey and Kristine Brock
- Attachments:** [History of Closed Franklin Pension cost of living adjustment 2018](#)
[2018-35 RES Cost of Living increase for retirees.Law Approved](#)
17. [18-0411](#) *Consideration Of Procurement Award To Symetra Life Insurance Co. Of Enfield, Connecticut For Voluntary Group Term Life Insurance With Accidental Death & Dismemberment Benefits And Voluntary Short-Term Disability Insurance For A Three-Year Term Of Service To Be Effective July 1, 2018, With Two (2) One-Year Options To Extend The Term Of Service (Purchasing Office Procurement Solicitation No. 2018-015; Contract No. 2018-0082)
- Sponsors:** Kevin Townsel and Sara Sylvis
- Attachments:** [2018-015 Tabulation of proposals 2017.04.28.1036](#)
18. [18-0462](#) *Consideration Of Certificate Of Compliance RENEWAL For Wine In Grocery Stores For Aldi Inc. (Tennessee) D/B/A Aldi#52) Located At 209 S. Royal Oaks Boulevard, Franklin, TN, 37064 (Jesus Lopez, Managing Agent; Jason C. Hart, Chairman and CEO; David K. Behm, President; Charles E. Youngstrom, COO, and Terry R. Pfortmiller, Secretary/Treasurer)
- Sponsors:** Lanaii Benne
- Attachments:** [ALDI #52 05-08-18 RENEWAL.pdf](#)
19. [18-0400](#) Consideration Of Appointment Of Mr.Larry Eley To The Williamson County Equalization Board.
20. [18-0223](#) *Consideration of Resolution 2018-34, A Resolution Authorizing The City Of Franklin To Assign Capacity Fees To Five Parcels That Will Benefit From An Unplanned Capital Improvement To The City's Public Wastewater System For The Purpose Of Recapturing The City' Of Franklin's Monetary Contribution Toward Upsizing Of Sanitary Sewer Infrastructure In The Area Of Boyd's Mill. (Ward's Mill) (03/13/18 WS, 04/10/18 WS, Deferred from 05/08/18 7-0 to 6/12 Work Session and Old Business)
- Sponsors:** Eric Stuckey, Vernon Gerth, Mark Hilty, Michelle Hatcher and Jimmy Wiseman
- Attachments:** [Wards Mill Development Fee-Revised 03-13.pdf](#)
[Resolution 2018-34 Wards Mill Capacity Fee with Exhibit A.Law Approved](#)
[Citizen letter.pdf](#)
[Wards Mill - Utility Plan Sheet](#)
- Legislative History**
- 3/13/18 Work Session referred to the Work Session

4/10/18

Work Session

referred to the Board of Mayor & Aldermen

All Other Consent Items

21. [18-0361](#) Consideration of Ordinance 2018-06, To Be Entitled: "An Ordinance To Amend Chapter 5 Of The Zoning Ordinance Of The City Of Franklin, Tennessee, To Amend Various Sections Of The Sign Regulations Pertaining To Temporary Signs, And Adding A New Temporary Sign Type For Temporary Multi-Story Building Development-In-Progress Signs." (04/26/18 FMPC 9-0, 05/08/18 1st Reading 7-0, 06/12/18 2nd Reading 7-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, James Svoboda and Emily Hunter

Attachments: [Ordinance 2018-06_Temporary Multi-Story Building Development In Progress S](#)

Legislative History

4/26/18

Franklin Municipal Planning
Commissionrecommended favorably to the Board of
Alderman and to the Work Session

22. [18-0355](#) Consideration of COF Contract No. 2018-0057, Engagement Agreement with Miller & Martin, PLLC, for Outside Counsel Services for Right-of-Way and Slope Easements on Lewisburg Pike. (04/24/18 WS)

Sponsors: Shauna Billingsley

Attachments: [2018-0057 Engagement agreement_Doug Berry_Miller and Martin.pdf](#)

Legislative History

4/24/18

Work Session

referred as a Consent Item to the Board of
Mayor & Aldermen

23. [18-0357](#) Consideration of a Professional Services Agreement (COF Contract No. 2018-0062) with Alfred Benesch & Company for the Design of Intersection Improvements at the McEwen Drive Interchange with I-65 in an Amount Not-to-Exceed \$28,365.60 (04/26/18 CIC 3-0)

Sponsors: Engineering

Attachments: [C2018-0062_PSA_Benesch_McEwenI65Improvements_with attachment.Law A](#)

Legislative History

4/26/18

Capital Investment
Committeereferred as a Consent Item to the Board of
Mayor & Aldermen

24. [18-0399](#) Consideration of Long Term Special Event Permit for Main Street Festival in Downtown Franklin. (04/24/18 WS)

Sponsors: Eric Stuckey

Attachments: [MSF Long Term Permit REVISED App](#)

Legislative History

4/24/18

Work Session

referred as a Consent Item to the Board of
Mayor & Aldermen

RECEIPT OF REPORTS AND ITEMS APPROVED ON BEHALF OF THE BOARD

25. [18-0393](#) Reimbursement of attorney fees to the Williamson County Election Commission associated with the Defense of the Williamson County Election Commission in litigation for Michael Vaughn vs. Williamson County Election Commission, Dana McLendon III in an Amount of \$79.50.
- Sponsors: Shauna Billingsley
- Attachments: [Miller & Martin Invoices County Election Commision2.pdf](#)
26. [18-0420](#) Acknowledgement of City of Franklin Contract No. 2017-0210 Interactive Systems Security System & Services Agreement
- Sponsors: Lisa Clayton
- Attachments: [COF Contract 2017-0210 Interactive Systems for Parks Concession Stands](#)
27. [18-0421](#) Acknowledgement of City of Franklin Contract No. 2017-0265 for rental of Franklin Trolley.
- Sponsors: Lisa Clayton
- Attachments: [COF Contract 2017-0265 TMA Trolley Rental](#)
28. [18-0423](#) Acknowledgement of City of Franklin Contract No. 2017-0269 for the rental of golf carts for Family Day at the Park at Harlinsdale Farm.
- Sponsors: Lisa Clayton
- Attachments: [COF Contract 2017-0269 TN Golf Carts Rental Contract](#)
29. [18-0425](#) Acknowledgement of Extension of Contract 2017-0003 With Paul Johnson For Administrative Assistance With Development of the Consolidated Action Plan and Report (CAPER) For Community Development Block Grant Program (CDBG) in the Amount of \$7,500
- Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
- Attachments: [COF Contract 2017-0003](#)
30. [18-0435](#) Statement of Work with Presidio Network Solutions Group, LLC for Parking Structure Capacity Project, COF Contract No 2017-0360
- Sponsors: Kristine Brock and Jordon Shaw
- Attachments: [COF Contract 2017-0360.pdf](#)
31. [18-0436](#) Nondisclosure Agreement with Schneider Electric, COF Contract No 2017-0261
- Sponsors: Kristine Brock and Jordon Shaw
- Attachments: [COF Contract 2017-0261.pdf](#)

32. [18-0438](#) Services between the Tennessee Department of Health and the City of Franklin, COF Contract No. 2017-0351.
Sponsors: Eric Stuckey
Attachments: [COF Contract 2017-0351](#)
33. [18-0449](#) Tennessee Consolidated Retirement System ("TCRS") Employer Actuarially Determined Contribution Rate for Fiscal Year 2019, COF Contract No. 2018-0077
Sponsors: Eric Stuckey and Kristine Brock
Attachments: [FY 2019 TCRS Employer Contribution April 24 2018](#)
34. [18-0456](#) Consideration of a Professional Services Agreement (COF Contract No. 2018-0062) with Alfred Benesch & Company for the Design of Intersection Improvements at the McEwen Drive Interchange with I-65 in an Amount Not-to-Exceed \$28,365.60 (4/27/2018 CIC 3-0)
Sponsors: Paul Holzen
Attachments: [C2018-0062 PSA Benesch McEwenI65Improvements with attachment.Law A](#)
35. [18-0268](#) Agreement for Dedication of Easement for Watson Branch Sewer Improvements, COF Contract No. 2015-0260.
Sponsors: Michelle Hatcher
Attachments: [COF Contract 2015-0260](#)
36. [18-0269](#) Agreement for Dedication of Easement for Water Main Easement, COF Contract No. 2016-0029. For \$100.00 to Franklin Iron Wood Retail Partners and Madison Brookside Cary JV Member, LLC.
Sponsors: Michelle Hatcher
Attachments: [COF Contract 2016-0029](#)

EXECUTIVE SESSION

37. [18-0333](#) Motion to move into Executive Session

RETURN FROM EXECUTIVE SESSION

38. [18-0334](#) Actions from Executive Session

Scheduled Meetings and Events*Scheduled Meetings*

May 10 8:00 a.m. Battlefield Preservation Commission
May 10 1:00 p.m. Budget & Finance Committee
May 14 5:00 p.m. Historic Zoning Commission
May 21 4:00 p.m. Historic Zoning Design Review Committee
May 22 5:00 p.m. BOMA Work Session
May 22 7:00 p.m. Board of Mayor and Aldermen Meeting
May 24 4:00 p.m. Capital Investment Committee
May 24 5:30 p.m. FMPC & BOMA Joint Workshop
May 24 7:00 p.m. Franklin Planning Commission
May 28 City Offices Closed in Observance of Memorial Day

Other Business**Adjourn**

Anyone needing accommodations due to disabilities please contact the Risk Manager at 615-791-3277 24 hours prior to the meeting.

**MINUTES OF THE WORK SESSION
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
TUESDAY, APRIL 24, 2018 – 5:00 P.M.**

Board Members

Mayor Ken Moore	P		
Vice Mayor Margaret Martin	P	Alderman Beverly Burger	P
Alderman Clyde Barnhill	P	Alderman Dana McLendon	A
Alderman Brandy Blanton	P	Alderman Ann Petersen	P
Alderman Pearl Bransford	P	Alderman Scott Speedy	P

Department Directors/Staff

Eric Stuckey, City Administrator	P	Jack Tucker, SES Director	
Vernon Gerth, ACA Community/Economic Dev	P	Lisa Clayton, Parks Director	P
Mark Hilty, ACA Public Works	P	Michelle Hatcher, Water Management Director	P
Kristine Tallent, ACA/CFO	P	Paul Holzen, Engineering Director	P
Shauna Billingsley, City Attorney	P	Emily Hunter, Planning & Sustainability Director	P
Deb Faulkner, Police Chief		Kevin Townsel, HR Director	P
Rocky Garzarek, Fire Chief		Joe York, Streets Director	P
Jordon Shaw, IT Director	P	Lanaii Benne, Assistant City Recorder	P
Chris Bridgewater, BNS Director		Linda Fulwider, Board Recording Secretary	P

Call to Order

Mayor Ken Moore called the Work Session to order at 5:00 p.m.

Citizen Comments

No one came forward to speak about items not on the agenda.

WORK SESSION DISCUSSION ITEMS

1. 18-0345 Review of Development Services Quarterly Activity Report including Use of On-line Inspection Scheduling Portal and Service Commitments.

Eric Stuckey, City Administrator

Vernon Gerth, Assistant City Administrator

Lynn Osland, Development Services Analyst

Lynn Osland found no trends in reviewing previous quarters. First Quarter 2018, 1,581 permits issued, which is close to 1,504 permits issued in the last quarter of 2017. Single family and townhome permits issued First Quarter at 163 vs. 122 issued in Fourth Quarter 2017. Work remains steady.

Over the last several years striving to make the system better for applicants and citizens with online inspection scheduling. The majority now use online scheduling. Communication via online rather than telephone provides a longer timeframe to schedule and is more accurate. If a request for inspection is made online by 5:30 a.m., the inspection can be done same day.

Access to this function is via the City Website, button at the top of the page – “I Want To”, request for inspection is in the drop-down menu.

The department averages 90 inspections scheduled online per day. Just 16 requests via telephone.

Standing banners are placed outside the Building and Neighborhood Services department that explain service timelines. Plan Review times are displayed and it varies for residential vs. non-residential. Service requests may be made from the “I Want To” button on the website as well as other requests. The “One Stop” banner provides information for this 9:00 a.m.-11:00 a.m. service. 68% of applications made at One Stop are approved the same day. One Stop is the first and third Wednesday every month.

Mayor Moore noted he has received over 30 applications from those interested in serving on the new Development Services Advisory Commission. That Commission will be weighing in on some of these things.

Mr. Stuckey advised 70% of the projects are approved at One Stop, which is a huge improvement over the system used years ago. 85% are utilizing the website for inspection requests.

2. 18-0282 ★**Consideration of Event Permit for Derby Day Party at the Park at Harlinsdale Farm sponsored by the Downtown Franklin Rotary Club on May 5, 2018.**

Lisa Clayton, Parks Director

No questions or comments.

3. 18-0387 ★**Consideration of Long Term Special Event Permit for the Pilgrimage Music and Cultural Festival at the Park at Harlinsdale Farm.**

Lisa Clayton, Parks Director

The Pilgrimage Festival approved previously was just for the 2018 event. This Long Term Special Event Permit is more a placeholder for future dates of large-scale annual events. During the five-year window of this permit, there will be an annual review and approval of the current year's event.

Discussion:

- Alderman Speedy asked what would happen if another Board or the current Board would not be in favor of approving the event.
- Mr. Stuckey explained that the annual review of the event plan would be a time to address that if it should happen.
- Alderman Barnhill asked about problems that arose last year, namely parking.
- Monique McCullough responded that some problems were addressed during the event. Parking and having enough bottled water available have been discussed more than once. Other problems have been addressed since then as well. The Special Events Team will meet several times before the September event.
- A tabletop exercise with the organizer and the City team will take place next Wednesday. They will plan scenarios, etc. to know how to deal with problems that could arise.
- Alderman Blanton wants to distinguish Pilgrimage from the large festivals held on Main Street. All draw thousands of people into Franklin. Make sure Franklin citizens are protected. Some residents don't want to be inconvenienced by the traffic and street closings. She is not against the Pilgrimage Fest but the Board's job is to protect the people who pay taxes and live here. She added that the Aldermen hear all the complaints.
- Ms. McCullough noted that the Special Events Permit Team and all those involved always keep in mind the safety of residents.
- Mr. Stuckey said the police will be on Franklin Road to make sure everyone has access and to keep everything moving as safely and efficiently as possible.
- Both Ms. McCullough and Mr. Stuckey said any complaints and problems expressed to the Aldermen should be forwarded on to City staff; otherwise, they are unaware of what needs to be addressed.

4. 18-0399 **Consideration of Long Term Special Event Permit for Main Street Festival in Downtown Franklin.**

Eric Stuckey, City Administrator

No questions or comments.

5. 18-0300 ★**Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #526 located at 2020 Mallory Lane, Franklin, TN 37067 (Jonathan David Poirier, Managing Agent; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).**

6. 18-0301 ★Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #568 located at 411 Whitman Road, Franklin, TN 37064 (Kevin M. Wright, Managing Agent; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).
7. 18-0302 ★Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #570 located at 3054 Columbia Avenue, Franklin, TN 37064 (Managing Agent Holly M. Wadel; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).
8. 18-0303 ★Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #576 located at 595 Hillsboro Road, Franklin, TN 37064, (Paul R. Payton, Managing Agents; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).
9. 18-0304 ★Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #592 located at 1203 Murfreesboro Road, Franklin, TN 37067 (Donnie P. Cranford, Managing Agents; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).

Lanai Benne, Assistant City Recorder

No questions or comments on these routine renewals items 5-9.

10. 18-0291 ★Consideration of Resolution 2018-20 To Award the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract 2018-0036) to Jarrett Builders, Inc.

Joe York, Streets Director

As discussed previously, the sealing program for neighborhood streets is to prolong the life of the pavement. Pilot programs were done in some neighborhoods and worked out well. Three times as many streets can be repaired by sealing than by milling and resurfacing. Some could possibly be sealed a second time. There is money in the budget. They are using a new sealant product that is superior to what was used prior. The asphalt used these days is not as durable as what has used in the past. The oil used is not the same quality.

11. 18-0346 ★Consideration of Request to Deny Sanitary Sewer Availability to 841 Old Charlotte Pike East.

Paul Holzen, Engineering Director

Michelle Hatcher, Water Management Director

This is a single-family dwelling with sewer availability 1,000 ft. from the property line. The applicant requests denial of the request.

12. 18-0348 ★Consideration of Request to Deny Sanitary Sewer Availability to 4176 and 4184 Columbia Pike.

Paul Holzen, Engineering Director

Michelle Hatcher, Water Management Director

This property would require 8,000 linear feet, a pump station, force main, and there is no infrastructure. Cost prohibitive. They have gone through the County process. Applicant requests denial of sewer availability.

13. 18-0350 ★Consideration of Amendment No. 2 to the Professional Services Agreement (COF Contract No. 2015-0052) with Sullivan Engineering, Inc. for the Final Design of the East McEwen Drive Phase 4 Improvements in an Amount Not-to-Exceed \$255,500.00.

Paul Holzen, Engineering Director

The roadway design is nearing completion and the retaining wall locations are known. Detailed designs must be prepared for the utilities affected by the construction of this project: Atmos, MTEMC, Milcrofton and COF Water Management Department. The consultants have started work on the difficult job of final design. This is being closely monitored by staff and they are working with the utility companies.

14. 18-0343 ★ **Consideration of Resolution 2018-28 Authorizing and Directing the Industrial Development Board of the City of Franklin to Prepay a Portion of its Taxable Rate Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate).**

Eric Stuckey, City Administrator

Kristine Tallent, ACA/CFO

The Budget & Finance Committee asked that this presentation come to the full Board.

FY 2018 TIF District Financials (Unaudited) & Recommendation for Prepayment of 2015 Refunding Bonds

▪ Assessed valuation within the District increased by 8.9%, or \$39.2 million, between FY 2017 and 2018

▪ Billed Property Taxes, before estimates for late payments and appeals, increased by 8.9% from FY 2017-FY 2018.

FY 2018 Summary of Financial Results

FY 2018 Billed Property Taxes	\$ 2,003,609
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(Less: Estimated Uncollected Taxes and Appeals- 3%)	<u>(60,108)</u>
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Property Taxes Net of Uncollected Taxes and Appeals	\$1,943,501
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FY 2018 Principal and Interest Paid of Bonds	<u>\$1,315,981</u>
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Net Property Taxes Less Debt Service Expense	\$627,520
--	-----------

Recommendation for Allocation of FY 2018 Property Taxes After Payment of Debt Service

FY 2018 Property Taxes after Payment of Debt Service	\$627,520
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Use of Proceeds (Part 1)

2015 TIF Bonds Outstanding as of 4/1/2018

Fixed Rate Bonds due FY 2019-FY 2020	\$1,935,236
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Variable Rate Bonds due FY 2020-FY 2025	<u>6,450,000</u>
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(Less: FY 2018 Additional Proceeds)	<u>(\$600,000)</u>
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2015 TIF Bonds Outstanding Following Defeasance	\$7,785,236
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Use of Proceeds (Part 2)

Loan Amount due to City from Previous Year's Transfers	\$2,594,124
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(Less: FY 2018 Additional Proceeds)	<u>(27,520)</u>
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Loan Amount due to City Following Allocation of Taxes	<u>\$2,566,604</u>
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Debt service Due FY 2019-2025

- Assumes June 2018 Prepayment of \$600,000- Future debt service has maximum annual principal and interest expense in FY 2019 of \$1,323,906. No additional prepayment is anticipated in this scenario. Interest due on variable rate bonds is assumed at current rate of 2.63%.

Projected Funds Available for Additional Debt Repayment FY 2019-2022

- Estimated additional property taxes available for early payment of debt is a total of \$2.6 million from FY 2019-2022. The TIF Bonds should be repaid in full in FY 2022. The Loan to the City should likely be paid in full in 2023, with approximately \$1.5 million of the \$2.5 million amount returned in FY 2022.

Next Steps for Allocation of FY 2018 Property Taxes

1. BOMA Approval of Resolution Authorizing Industrial Development Board to redeem early a portion of the 2015 Bonds.
2. Administrative approval of Industrial Development Board
3. Notice Sent to Bank (BB&T) and Date of Defeasance Established for a date prior to June 30, 2018

No prepayment penalty due to BB&T

No further Board Action required to reduce Loan Amount due to City.

15. 18-0355 **Consideration of COF Contract No. 2018-0057, Engagement Agreement with Miller & Martin, PLLC, for Outside Counsel Services for Right-of-Way and Slope Easements on Lewisburg Pike.**

Shauna Billingsley, City Attorney

The Law Department requests that Attorney Douglas Berry and his firm, Miller & Martin, PLLC be retained for outside counsel services.

16. 18-0349 **Consideration of Submitting Correspondence to the Tennessee Department of Transportation Waiving the City's Right to Purchase Excess TDOT Right-of-Way Known as a Segment of Riverside Drive.**

Eric Stuckey, City Administrator

Vernon Gerth, Assistant City Administrator

If this is approved, it doesn't commit the Board to approving development.

The Zoning Ordinance requires connectivity between adjacent parcels for future development when it occurs. The property is behind the Home Depot. It is a sliver of land and confusing at the intersection. They will be able to connect to Oak Meadow Drive at some point.

Staff recommends proceeding with drafting a resolution that authorizes the City Administrator to prepare and submit the needed correspondence to TDOT Excess Land Division waiving the City's right-to-purchase this unused right-of-way and to sign the agreement to establish the cross-access easement with Franklin Investment Holdings, LLC.

17. 18-0354 Discussion regarding Design Scenarios and Survey Results for the City-Owned Hill Property located at 403 and 405 5th Avenue North.

Emily Hunter, Planning/Sustainability Director Kelly Dannenfelser, Long Range Planning Supervisor

Mayor Moore advised there are three things to address tonight:

- What land use would the BOMA like to see for the Hill Property?
- Would BOMA like staff to move forward with an Envision Franklin plan amendment for one of the scenarios?
- Would BOMA like to move forward with demolition of existing buildings?

Eric Stuckey noted there has been quite a bit of public dialog, public meeting, public input, written survey, and online surveys. The results are being shared tonight along with design concepts. Direction from the Board is desired.

Josh Hughes, Tuck-Hinton Architects gave the presentation:

- Property is 5.25 acres bordered by cemetery, residential (Hard Bargain), Hillsboro Road, close to Bicentennial Park. Challenges: irregular land, not vehicle or pedestrian-friendly. Access to Third Avenue is in 100-year floodplain. Not 100% vetted, these are just concepts.

Hill Property – Neighborhood Meeting & Survey Results

- The Hill Property Survey was designed around the three conceptual scenarios created by Tuck-Hinton Architects.
- The goal of the survey was to receive feedback on the public's preferred land use choice for the Hill Property site with these three scenario options; compact single-family, mixed residential, and recreation.
- An open-ended question was posed to give respondents the scenario to write-in their vision for the Hill Property.
- Surveys were distributed at the Neighborhood Meeting in paper form and surveys were distributed online.

Recreational Design Concept

- Compatible with current use – Bicentennial Park.
- Site parking.
- Existing building as open-air, covered Pavilion for restrooms, lockers, rental equipment, trail information and courts.
- Pedestrian path and walking trail through the site.
- Retaining wall
- Intramural field
- Pedestrian bridge
- Children's Park and picnic area (in floodplain)
- More of a gateway into downtown

Compact Residential Design Concept

- Zoning R-6 compatible with Hard Bargain.
- 16 units of 1,000 sq. ft. homes. Design for housing consistent with historic design for infill. The homes are farthest away from the roadway.
- Open space
- Setback for Toussaint L-Overture County Cemetery.

Mixed Residential Design Concept

- Organized in the same way as compact design with looping drive with the buildings organized around it.
- Shared green space.

- One and two-story townhomes, duplexes and big-houses (flats), 1,500-1,800 sq. ft. 37 units.
- Big House at a corner to anchor
- Landscaping
- Playground, townhomes around the perimeter.

Discussion:

- Question of mixing single-family housing with the townhomes, etc.
- Envision Franklin does not allow that mix.
- Visitor parking located at entrance to the site. No other parking in this scenario.
- Emergency vehicles can access the entrance except during a flood.
- Could an emergency access be made across from Mount Hope?
- Concerns expressed about using any of the existing buildings on the site, safety reasons.
- Pedestrian walkways could be funded by private entity or non-profits.
- Alderman Barnhill: He envisioned the playground area as parking for Bicentennial Park. He asked if they had looked at parking. All the old buildings should be demolished. Look at solving problems in addition to the housing shortage.
- Emily Hunter said parking could be allowed; however, they had not looked at parking for that corner. It would need to be highly screened. The recreational scenario would have more opportunities for parking. All three designs are flexible, dependent on which design.
- Alderman Speedy mentioned the partnership with FSSD regarding playgrounds and sports fields. Eric Stuckey responded there are concept plans for Johnson Intermediate and Glass. They might work together.
- Alderman Petersen: In trying to find parking for people going downtown, that area could be used and a shuttle provided.

Annette Whitehurst, Land Planner, presented the results of the survey:
Neighborhood Meeting (February 15, 2018)

- 101 Attendees
- 80 Surveys Returned

Neighborhood meeting Survey Results

What is your overall vision for the Hill Property? If you could design anything, what would it be?

Choices	Responses		
Civic Institutional Uses	8.22%	6	
Compact Single-Family Homes on Small Lots	57.53%	42	
Recreation/Open Spaces	13.70%	10	
Townhomes	42.47%	31	
Other	57.53%	42	Affordable/Workforce housing (42 responses)
Total Respondents: 73			

Ms. Whitehurst provided a detailed review of the questions, answers, write-ins, numbers for each.

Survey Comparison

Neighborhood Meeting

- ◆ Favored **Compact Single-Family** Housing at 57% & Other at 57% which included written comments for **Workforce or affordable housing**.
- ◆ Gave an approval rating of **7.8** and **6.9** for the housing options.
- ◆ The neighborhood respondents favored the **compact single-family homes** and **townhomes**.
- ◆ The neighborhood meeting respondents overwhelming **favored a range of housing prices at 93%**.
- ◆ When the open-ended question was posed, if you prefer another use, what would you like to see... the neighborhood meeting respondents **favored affordable or workforce housing**.

Online Results

- ◆ The online survey reached a broader audience with 65% favoring **Recreation and Open Space**.
- ◆ Gave an approval rating of **3.2** and **3.0** for the housing options.
- ◆ The online survey respondents favored **none of the housing** options.
- ◆ The online survey respondents **did NOT favor a range of housing prices at 54%**.
- ◆ When the open-ended question was posed, if you prefer another use, what would you like to see... the online survey respondents favored **Franktown or a non-profit**.

Discussion:

- Alderman Blanton: Opportunity for affordable housing that is needed. Non-profits can focus on being willing to combine efforts to address this serious issue. Some type housing to provide walkability to school, grocery, etc. That could inspire someone else to see that it worked and perhaps build more affordable housing. In the meantime, in favor of Franktown using a building.
- Alderman Burger: Agreed with Alderman Blanton that is the best and highest use for the property. She would like to see free market come into play for an opportunity for homeowners to build equity in housing.
- Alderman Barnhill: Not for recommending parking or housing size tonight. Tear the buildings down. None of the buildings are safe enough for Franktown use. One caveat, he doesn't want to give away a \$2.6 million property.
- Alderman Petersen: Concerned about residential being in the floodplain. Not in favor of the access to the property.
- Emily Hunter responded that if it is mixed residential concept, a special consideration for some elements can be added for a second entrance for safety purposes.
- Alderman Speedy: Likes high density mixed design for highest and best use.

Citizen Comments:

- Lillian Stewart, 201 Lewisburg Avenue: Recreational use is not appropriate because it contributes to escalating price of houses. Affordable housing fits.
- Brant Bousquet, 109A Battlefield Drive: This parcel has been in Hard Bargain for generations along with the cemetery. Significant landscaping would hide the homes from the street. If not now, when? It is the perfect place.
- Chris Barnhill, 3158 Brimstead Drive: Use for non-profit. Franktown has asked before. It doesn't have to be either/or, have recreation and housing and facility for Franktown.
- Thomas Hall, Fieldstone Farms: Has no problem with the view with any of the plans. Deal with affordable housing. Great opportunity.
- Frances Patton, 931 Glass St.: Need affordable housing. Years ago, the City bought up some of their housing in downtown for next to nothing. Affordable housing needed.

Alderman Bransford thanked the young people for coming to see their government at work.

Other Business

None

Adjournment

Work Session adjourned @ 6:56 p.m. BOMA meeting will convene at 7:10 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Linda Fulwider, Board Recording Secretary, City Administrator's Office - 5/7/2018

**MINUTES OF THE SPECIAL MEETING
BOARD OF MAYOR AND ALDERMEN
FRANKLIN, TENNESSEE
CITY HALL BOARDROOM
TUESDAY, APRIL 24, 2018 – 7:00 P.M.**

Board Members

Mayor Ken Moore	P		
Vice Mayor Margaret Martin	P	Alderman Beverly Burger	P
Alderman Clyde Barnhill	P	Alderman Dana McLendon	A
Alderman Brandy Blanton	P	Alderman Ann Petersen	P
Alderman Pearl Bransford	P	Alderman Scott Speedy	P

Department Directors/Staff

Eric Stuckey, City Administrator	P	Jack Tucker, SES Director	
Vernon Gerth, ACA Community/Economic Dev.	P	Lisa Clayton, Parks Director	
Mark Hilty, ACA Public Works	P	Michelle Hatcher, Water Management Director	
Kristine Tallent, ACA/CFO	P	Paul Holzen, Engineering Director	P
Shauna Billingsley, City Attorney	P	Emily Hunter, Planning & Sustainability Director	
Deb Faulkner, Police Chief		Kevin Townsel, Human Resources Director	
Rocky Garzarek, Fire Chief		Joe York, Streets Director	
Jordon Shaw, IT Director		Lanaii Benne, Assistant City Recorder	P
Chris Bridgewater, BNS Director		Linda Fulwider, Board Recording Secretary	P

CALL TO ORDER

Mayor Ken Moore called the April 24, 2018, meeting to order at 7:00 p.m.

INVOCATION

Alderman Barnhill delivered the invocation.

PLEDGE OF ALLEGIANCE

Mayor Moore led the Pledge of Allegiance to the Flag of the United States of America.

CITIZEN COMMENTS: (Open for Franklin citizens to be heard on items not included on this Agenda. As provided by law, the Board of Mayor and Aldermen shall make no decisions or consideration of action of citizen comments, except to refer the matter to the City Administrator for administrative consideration, or to schedule the matter for Board consideration at a later date. Those citizens addressing the Board of Mayor and Aldermen are requested to come to the microphone and identify themselves by name and address for the official record)

No one came forward to speak.

COMMUNICATIONS FROM WILLIAMSON COUNTY MAYOR AND WILLIAMSON COUNTY COMMISSION

No one present

APPROVAL OF MINUTES

1. **18-0235** Alderman Petersen moved to approve the April 10, 2018 Work Session and Board of Mayor and Aldermen minutes as presented. Seconded by Vice Mayor Martin. Motion carried unanimously 7-0.

RECOGNITIONS

None

MISCELLANEOUS REPORTS

- Alderman Blanton: Main Street Festival in Downtown Franklin Saturday, April 29 @ 10:00 a.m. and Sunday, April 29 @ 11:00 a.m.
- Eric Stuckey gave a rundown of City meetings through May 8, 2018.

CONSENT AGENDA

All items under the Consent Agenda are deemed non-controversial and routine in nature by the governing body. They will be approved as recommended by Committee or staff by one motion of the governing body. The items on the Consent Agenda will not be discussed. Any member of the governing body desiring to discuss an item on the Consent Agenda may request that it be removed from the Consent Agenda and be placed on the Regular Agenda. It will then be considered at that time. Staff recommends that Item Numbers 18-28 be placed on the Consent Agenda.

2. 18-0236 Consideration of Items 18-28 on the Consent Agenda

Alderman Bransford removed Item 25 for review and moved to approve Consent Agenda Items 18-24 & 26-28. Seconded by Alderman Speedy. Motion carried unanimously 7-0.

NEW BUSINESS

3. 17-0972 Consideration of ORDINANCE 2016-25, "An Ordinance to Amend the City of Franklin Municipal Code to Create a New Title 25, Parks, and to Add a New Chapter 4 to Establish Requirements for Parkland Impact Fees and Parkland Dedication, and Amend Appendix A, Comprehensive Fees and Penalties to Add a New Chapter 25, Parks, to Establish Fees for Parkland Impact Fees and Parkland Dedications."

Eric Stuckey, City Administrator

[FIRST OF TWO READINGS]

Vernon Gerth, Assistant City Administrator

Lisa Clayton, Parks Director

Alderman Burger moved to defer this item to May 8, 2018. Seconded by Alderman Bransford. Motion carried unanimously 7-0.

4. 17-0973 Consideration of ORDINANCE 2016-36, To Be Entitled: "An Ordinance to Amend Chapter 5 of the Zoning Ordinance of the City of Franklin, Tennessee to Amend Subsections 5.5.4 Pertaining to the Requirements for the Dedication of Land for Parks and Greenways/Blueways." Establishing a Public Hearing of May 22, 2018

Alderman Ann Petersen

[FIRST OF THREE READINGS]

James Svoboda, Assistant Director Planning

Alderman Barnhill moved to defer this item to May 8, 2018. Seconded by Vice Mayor Martin. Motion carried unanimously 7-0.

5. 18-0282 Consideration of Event Permit for Derby Day Party at the Park at Harlinsdale Farm sponsored by the Downtown Franklin Rotary Club on May 5, 2018.

Lisa Clayton, Parks Director

Alderman Barnhill moved to approve Event Permit. Seconded by Alderman Petersen. Motion carried unanimously 7-0.

6. 18-0387 Consideration of Long Term Special Event Permit for the Pilgrimage Music and Cultural Festival at the Park at Harlinsdale Farm.

Lisa Clayton, Parks Director

Alderman Burger moved to approve Long Term Special Event Permit for Pilgrimage Music and Cultural Festival. Seconded by Alderman Barnhill. Motion carried unanimously 7-0.

7. 18-0291 Consideration of RESOLUTION 2018-20 to Award the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036 to Jarrett Builders, Inc.

Paul Holzen, Engineering Director

Alderman Blanton moved to approve Resolution 2018-20. Seconded by Alderman Bransford. Motion carried unanimously 7-0.

8. 18-0300 Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #526 located at 2020 Mallory Lane, Franklin, TN 37067 (Jonathan David Poirier, Managing

Agent; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).

Lanaii Benne, Assistant City Recorder

Alderman Burger moved to approve Renewal for Wine in Grocery Stores for Kroger #526. Seconded by Alderman Blanton. Motion carried unanimously 7-0.

9. 18-0301 **Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #568 located at 411 Whitman Road, Franklin, TN 37064 (Kevin M. Wright, Managing Agent; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).**

Lanaii Benne, Assistant City Recorder

Alderman Barnhill moved to approve Renewal for Wine in Grocery Store for Kroger #568. Seconded by Alderman Speedy. Motion carried unanimously 7-0.

10. 18-0302 **Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #570 located at 3054 Columbia Avenue, Franklin, TN 37064 (Managing Agent Holly M. Wadel; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).**

Lanaii Benne, Assistant City Recorder

Alderman Bransford moved to approve Renewal for Wine in Grocery Store for Kroger #570. Seconded by Alderman Blanton. Motion carried unanimously 7-0.

11. 18-0303 **Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #576 located at 595 Hillsboro Road, Franklin, TN 37064, (Paul R. Payton, Managing Agents; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).**

Lanaii Benne, Assistant City Recorder

Alderman Bransford moved to approve Renewal of Wine in Grocery Store for Kroger #576. Seconded by Alderman Burger. Motion carried unanimously 7-0.

12. 18-0304 **Consideration of Certificate of Compliance RENEWAL for Wine in Grocery Store for Kroger #592 located at 1203 Murfreesboro Road, Franklin, TN 37067 (Donnie P. Cranford, Managing Agents; Christine S. Wheatley [President & Secretary] and Carin Fike [Vice President & Treasurer], Executive Officers).**

Lanaii Benne, Assistant City Recorder

Alderman Blanton moved to approve Renewal of Wine in Grocery Store for Kroger #592. Seconded by Vice Mayor Martin. Motion carried unanimously 7-0.

13. 18-0343 **Consideration of RESOLUTION 2018-28 Authorizing and Directing the Industrial Development Board of the City of Franklin to Prepay a Portion of its Taxable Rate Tax Increment Revenue Refunding Bonds, Series 2015A (Variable Rate).**

Eric Stuckey, City Administrator

Kristine Tallent, ACA/CFO

Alderman Burger moved to approve Resolution 2018-28. Seconded by Alderman Petersen. Motion carried unanimously 7-0.

14. 18-0346 **Consideration of Request to Deny Sanitary Sewer Availability to 841 Old Charlotte Pike East.**

Michelle Hatcher, Water Management Director

Alderman Bransford moved to Deny Sanitary Sewer Availability to 841 Old Charlotte Pike East. Seconded by Alderman Petersen. Motion carried unanimously 7-0.

15. 18-0348 **Consideration of Request to Deny Sanitary Sewer Availability to 4176 and 4184 Columbia Pike.**

Michelle Hatcher, Water Management Director

Alderman Blanton moved to Deny Sanitary Sewer Availability to 4176 and 4184 Columbia Pike. Seconded by Alderman Petersen. Motion carried unanimously 7-0.

16. 18-0350 **Consideration of Amendment No. 2 to the Professional Services Agreement (COF Contract No. 2015-0052) with Sullivan Engineering, Inc. for the Final Design of the East McEwen Drive Phase 4 Improvements in an Amount Not-to-Exceed \$255,500.00.**

Paul Holzen, Engineering Director

Alderman Burger moved to approve Amendment 2, COF Contract 2015-0052. Seconded by Alderman Bransford. Motion carried unanimously 7-0.

17. 18-0330 **Consideration of Mayor's Appointment of Andy Shapiro to the Building and Street Standards Board of Appeals.**

Dr. Ken Moore, Mayor

Vice Mayor Martin moved to approve appointment of Andy Shapiro to the Building and Street Standards Board of Appeals. Seconded by Alderman Barnhill. Motion carried unanimously 7-0.

CONSENT AGENDA

18. 18-0131 **Consideration of ORDINANCE 2018-03, To BE Entitled: "An Ordinance to Rezone 22.37 Acres from Specific Development Variety (SD-X 0/34,500) District to Specific Development Variety (SD-X 0/60,820) District for the Property Located South of Moores Lane and East of Franklin Road (Near 554 and 562 Franklin Road) (Family Legacy PUD Subdivision, Revision 1).**

[THIRD AND FINAL READING]

**Alderman Ann Petersen, FMPC Representative
Franklin Municipal Planning Commission
Emily Hunter, Planning/Sustainability Director
Amy Diaz-Barriga, Current Planning Supervisor
Josh King, Principal Planner**

Ordinance 2018-03 approved unanimously 7-0 on Third and Final Reading.

19. 16-0835 **Consideration of ORDINANCE 2016-42, "An Ordinance to Amend Title 17-Refuse and Trash Disposal of the Franklin Municipal Code for the Purpose of Providing for Various Clarifications and Other General Housekeeping, and Appendix A-Comprehensive Fees and Penalties to be Consistent with the Amendments to Title 17."**

[SECOND AND FINAL READING]

**Mark Hilty, ACA Public Works
Jack Tucker, SES Director**

Ordinance 2016-42 approved unanimously 7-0 on Second and Final Reading.

20. 18-0215 **Consideration of RESOLUTION 2018-18, A Resolution to Revise the Organizational Chart within the Law Department.**

Shauna Billingsley, City Attorney

Resolution 2016-42 approved unanimously 7-0.

21. 18-0278 **Consideration of Event Permit for Mellow Mushroom Live on the Square Concert Series May-September 2018 in Downtown Franklin.**

Deb Faulkner, Police Chief

Approved unanimously 7-0

22. 18-0279 **Consideration of Event Permit for the Franklin Hot Air Balloon Festival in Westhaven on May 5, 2018.**

Deb Faulkner, Police Chief

Approved unanimously 7-0

23. 18-0281 **Consideration of Event Permit for the Heritage Ball sponsored by the Heritage Foundation on September 15, 2018 at Eastern Flank Battlefield Park.**

Lisa Clayton, Parks Director

Approved unanimously 7-0

24. 18-0286 **Consideration of Event Permit for the Rodeo Parade sponsored by the Franklin Noon Rotary Club on May 12, 2018 in Downtown Franklin.**

Deb Faulkner, Police Chief

Approved unanimously 7-0

25. 18-0290 **Consideration of Amendment #5 to the Professional Services Agreement (COF Contract No. 2013-0001) with CDM Smith for the Franklin Wastewater Reclamation Facility in the Amount of \$839,350.00.**

Mark Hilty, ACA Public Works

Michelle Hatcher, Water Management Director

Patricia McNeese, Utilities Project Manager

Alderman Bransford moved to approve Amendment #5 to COF Contract 2013-0001 with CDM Smith. Seconded by Alderman Barnhill.

Discussion:

- Alderman Bransford asked for an explanation for the public to understand why the cost keeps increasing from the \$108 million first projected.
- Eric Stuckey explained this relates to an extremely important project in our community, the upgrade and expansion of our Water Reclamation Facility. This was a critical component of the Integrated Water Resources Plan. There were many discussions with stakeholders and public meetings related to the Plan to meet the needs of our growing community to maintain and build on our stewardship environmentally, particularly the Harpeth River. Extensive modeling was done regarding the impact on the River. This project is for an upgrade of that plant to increase in capacity from 12 MGD to 16 MGD. It also upgrades existing facilities at that site that are aging and in need of upgrades. Also, it significantly increases and improves capability in terms of treatment technology and adding additional components to the treatment process, particularly those that help address nutrient removal, elements like phosphorous. We will add capacity that we do not have today to that plant and treatment train. We have been working on this project for several years. A project cost estimate was put out about 2+ years ago that was around \$108 million. It has about a 30+ year timeframe in terms of its operation in the community.

As we went out for bid on this project we expected higher than \$108 million, and thought it would be around \$120 M to \$125 M range given inflation incurred. We were surprised to see the bids come in the \$150 M range. We extensively reviewed the bid responses we received and met with bidders and sub-contractors to get their feedback on why pricing came in so much higher than expected. After extensive study, we recommended to reject the bids, but in conjunction with the bid rejection, do some additional redesign and updates of that plan to facilitate both cost savings and a more competitive environment related to sub-contracting areas, specifically electrical and HVAC subcontracting. Both had very limited competition and we thought that drove costs up. We wanted to make changes that might enhance that competitive environment and hopefully drive costs down. We have come forward with a number of adjustments and changes to the bid specs. Projected savings from those alterations could generate savings somewhere between \$10 M-\$15 M. That should bring forward a better value to the community and to the City for this project. Of the additional design money, \$839,000, approximately \$470,000 is directly related to needed redesign work, and the remainder is for bid related costs. From the previous bid, multiple addenda issues were cleaned up for a cost of \$140,000.

The project has long term implications for the community in terms of adding treatment capacity to support a growing community. It will give the capability to treat effectively now and well into the future, and to our commitment that we put into the river is no more than it is today. We looked at needs of the community and what can reasonably be

expected from the regulatory agencies. Our focus is on doing it right and there was enough savings on the table to justify spending additional dollars for additional design work to support an additional bid process.

- Alderman Speedy asked two questions: 1) Considering the anticipated increased cost, are we going back to the State Revolving Fund to get additional funds at that same revolving rate? 2) If the bids come in at \$135 M, do we know what this might do to the rate structure based on the projections made in the past?
- Mr. Stuckey responded 1) it is anticipated we will go back to the State Revolving Loan Fund to see if we can add on. We have a \$100 M loan that has been secured. Because of the lower interest rate provided in that loan we are saving well over \$30 M compared to if we had gone to a traditional revenue bond structure. 2) In some ways, the effect on rates remains to be seen until the numbers come in. We used very conservative estimates when we structured our rates. We've done five-year rate plans, and are in fourth year of our second five-year rate plan. For the last nine years we have structured our rates to support the debt needed for a facility like this. We have built a good amount of capacity and we are optimistic it will be able to be supported with the existing rate structure. We will continue to do smaller incremental inflationary adjustments on an annual basis.
- Mayor Moore asked Mr. Stuckey to explain all the committees and votes that have occurred prior to this being placed on the consent agenda. This is not something that we just put on the consent agenda because it was an easy place. It was because we followed our normal routine and procedures with all the committees and all the votes to get to this place. It was taken off consent for clarification for the public.
- Mr. Stuckey explained that it started a couple of months ago when we rejected bids and told why that was the recommendation at that time. We did anticipate redesign and additional work associated with that. There have been multiple public discussions on this item. It came through the Work Session two weeks ago and now this meeting. It came out of committee prior to that. He makes a judgment call for consent agenda items based discussion at work session whether the item is controversial. Mr. Stuckey apologized for putting it on the consent agenda even though it didn't seem to be a concern after all the discussions. However, he said he is always glad to explain any item that is on the consent agenda.

Motion to approved Amendment #5 to COF Contract 2013-0001 with CDM Smith carried unanimously 7-0.

26. 18-0292 **Consideration of Amendment No. 1 to Contract 2016-0077 with Community Housing Partnership (CHP) for Emergency Repair activity utilizing Community Development Block Grant funds.**

Chris Bridgewater, BNS Director
Kathleen Sauseda, Housing Development Coordinator

Approved unanimously 7-0

27. 18-0293 **Consideration of RESOLUTION 2018-25, A Resolution Adopting an Annual Action Plan for Community Development Block Grant (CDBG) Funding (2018-2019) for the City of Franklin, Tennessee.**

Chris Bridgewater, BNS Director
Kathleen Sauseda, Housing Development Coordinator

Approved unanimously 7-0

28. 18-0342 **Consideration of Amendment No. 1 to Contract 2013-0043, An Interlocal Agreement Between Williamson County, Tennessee and the city of Franklin, Tennessee for the Collection of Property Taxes.**

Eric Stuckey, City Administrator
Kristine Tallent, ACA/CFO

Approved unanimously 7-0

RECEIPT OF REPORTS AND ITEMS APPROVED ON BEHALF OF THE BOARD

29. 18-0274 **Acknowledgement of Synchronization License Agreement with EMI Entertainment World (COF Contract 2017-0060) in the Amount of \$1,500 for the use of "Making Municipal Magic" for the 2017 State of the City.**
Acknowledged Eric Stuckey, City Administrator
30. 18-0275 **Acknowledgement of Rental Agreement with The Factory at Franklin (COF Contract 2016-0014) in the Amount of \$500.00 for the 2016 State of the City.**
Acknowledged Eric Stuckey, City Administrator
31. 18-0298 **Rental Agreement for The Factory at Franklin COF Contract No. 2017-0216.**
Acknowledged Kevin Townsel, HR Director
32. 18-0299 **The Security Staffing Services Agreement for City Court, COF Contract No. 2018-0010.**
Kevin Townsel, HR Director
33. 18-0310 **Rental Agreement with Factory at Franklin for FFD 2016 Award Ceremony (COF Contract No. 2016-0066).**
Acknowledged Rocky Garzarek, Fire Chief
34. 18-0316 **Contract with Drury Hotel for FFD Promotional Assessment (COF Contract No. 2017-0128).**
Acknowledged Rocky Garzarek, Fire Chief

THERE WAS NO EXECUTIVE SESSION

ADJOURN

Alderman Burger moved to adjourn. Seconded by Alderman Barnhill. Motion carried unanimously 7-0.

Meeting adjourned @ 7:40 p.m.

Dr. Ken Moore, Mayor

Minutes prepared by: Linda Fulwider, Board Recording Secretary, City Administrator's Office 5/7/2018 11:41 AM



PROCLAMATION

WHEREAS, addressing the complex mental health needs of children, youth, young adults, and families today is a fundamental goal of the city of Franklin; and

WHEREAS, the need for comprehensive, coordinated mental health services for children, youth, young adults, and families places upon our community a critical responsibility; and

WHEREAS, it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

WHEREAS, Tennessee Voices for Children, through its unique approach to serving children and adolescents, is effectively caring for the mental health needs of children, youth, young adults, and families in our community.

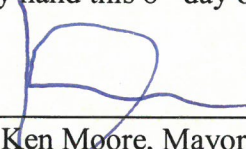
NOW, THEREFORE, BE IT RESOLVED that I, Dr. Ken Moore, Mayor, City of Franklin, Tennessee do hereby proclaim May 10, 2018 as

Children's Mental Health Awareness Day

In the City of Franklin,

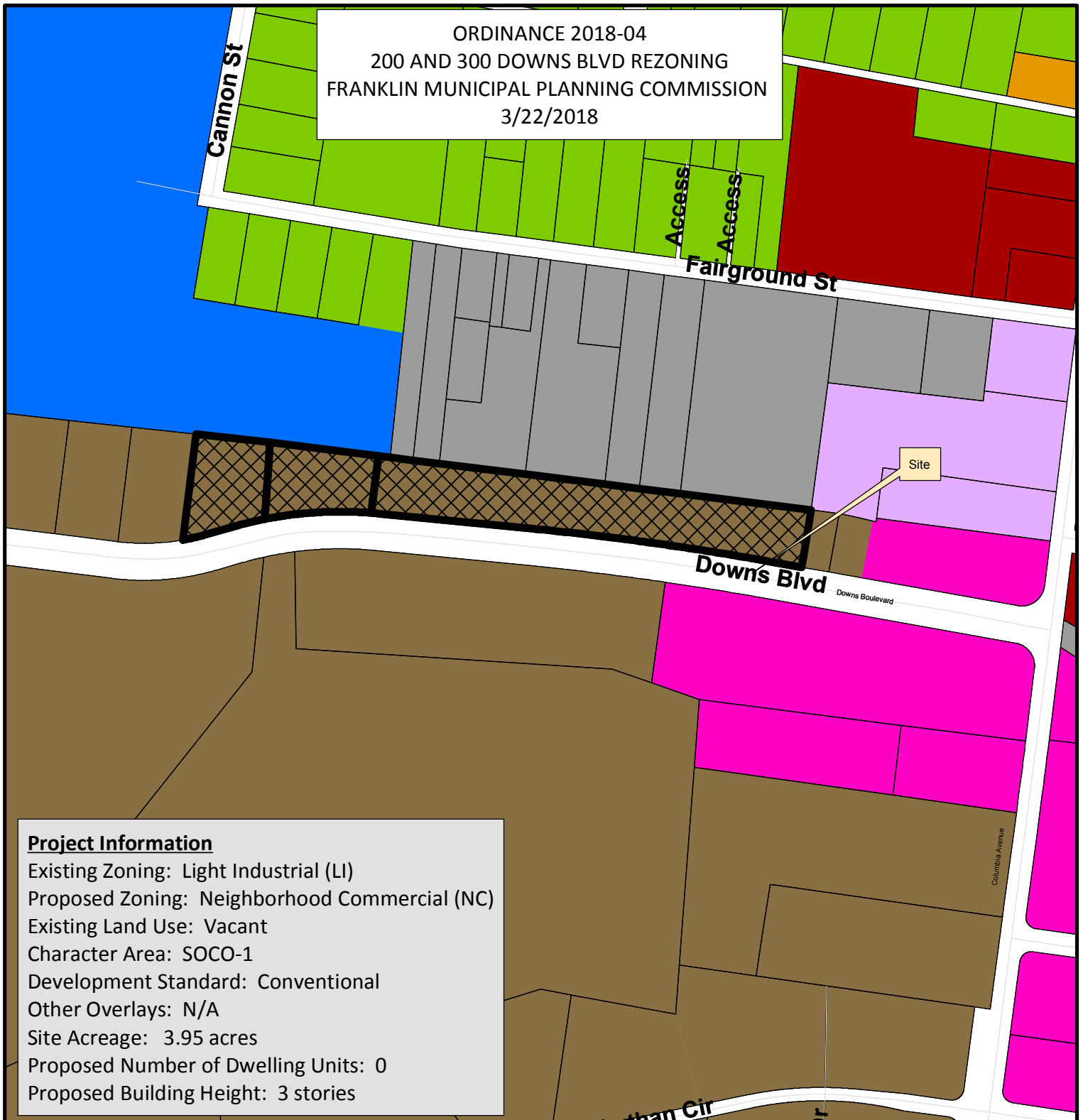
And urge our citizens and all agencies and organizations interested in meeting every child's mental health needs to unite on that day in the observance of such exercises as will acquaint the people of the City of Franklin with the fundamental necessity of a year-round program for children, youth, and young adults with mental health needs and their families.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May 2018.



Dr. Ken Moore, Mayor
City of Franklin, Tennessee

ORDINANCE 2018-04
200 AND 300 DOWNS BLVD REZONING
FRANKLIN MUNICIPAL PLANNING COMMISSION
3/22/2018



Project Information

Existing Zoning: Light Industrial (LI)
Proposed Zoning: Neighborhood Commercial (NC)
Existing Land Use: Vacant
Character Area: SOCO-1
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 3.95 acres
Proposed Number of Dwelling Units: 0
Proposed Building Height: 3 stories

- | | |
|--|---------------------------------------|
| 200 + 300 Downs Blvd | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |



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Feet

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ORDINANCE 2018-04

TO BE ENTITLED, "AN ORDINANCE TO REZONE 3.95 ACRES FROM LIGHT INDUSTRIAL DISTRICT TO NEIGHBORHOOD COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED WEST OF COLUMBIA AVENUE AND SOUTH OF FAIRGROUNDS STREET, (NEAR 200 AND 300 DOWNS BOUELEVARD)."

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the Neighborhood Commercial district provides zoning for land uses compatible with both the Envision Franklin Land Use Plan and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Light Industrial District to Neighborhood Commercial District:

SECTION II. That the legal description of the property included in the Development Plan is as follows:

PREMISES CONSIDERED	
Map-Parcel	Acres
078---03500	1.48
078---03501	2.46
078---01200B	
Total	3.94

Legal Description

Property Description Lot 22

Land in Williamson County, Tennessee described as follows:

Being Lot 22 of Final Plat Resub. Lot 2, Revision 9, (Resub. of Lots 1 & 2 Downs Blvd. Properties and Resub. Lot 22, Revision 4, Resub. Lots 3-4 & 13-22, which plat is of record in Plat Book P65, Page 65 Register's Office for Williamson County, Tennessee, property of Drew J. Luna and Jay H. Luna of record in Book 3618, page 935 and being more particularly described as follows:
Beginning in the north right-of-way of Downs Blvd. and at the common corner of said Lot 22 and Lot 21, of Plat Book P42, page. 44, property of Coleman of record in Book 5752, page 709;
Thence N 07 deg. 04' 22" E, 228.16' to an iron pin old in the south line of Map 780, Group A, Parcel 1.00 property of the Franklin Special School District, no deed reference found;
Thence S 82 deg. 54' 06" E, 395.87' to an iron pin new and common corner with Lots 22 and 2 said Plat Book P65, page 65;
Thence S 07 deg. 05' 54" W, 120.73' to an iron pin new and in the north right-of-way of Downs Blvd;
Thence with Downs Blvd. for the following 4 calls:

Along a curve to the left, having a central angle of 15 deg. 19' 04", radius of 864.44', an arc length of 231.10' and a chord bearing and distance of S86 deg. 00' 06" W, 230.42' to an iron pin old;
Along a curve to the left, having a central angle of 02 deg. 58' 49", radius of 864.44', an arc length of 44.96' and a chord bearing and distance of S76 deg. 51' 02" W, 44.96' to an iron pin old;
Thence, S 75 deg. 21' 38" W, 77.71' to an iron pin new;
Along a curve to the right, having a central angle of 06 deg. 02' 08", radius of 554.50', an arc length of 58.41' and a chord bearing and distance of S78 deg. 22' 42" W, 58.38' to the Point of Beginning and containing 64,627.20 square feet, or 1.48 acres, more or less.

Property Description Lot 2

Land in Williamson County, Tennessee described as follows:

Being Lot 2 of Final Plat Resub. Lot 2, Revision 9, (Resub. of Lots 1 & 2 Downs Blvd. Properties and Resub. Lot 22, Revision 4, Resub. Lots 3-4 & 13-22, which plat is of record in Plat Book P65, Page 65 Register's Office for Williamson County, Tennessee, property of Drew J. Luna of record in Book 6662, page 29 and being more particularly described as follows:

Beginning in the north right-of-way of Downs Blvd. and at the common corner of said Lot 2 and Lot 221, of Plat Book P65, page. 65, property of Drew and Jay Luna of record in Book 3618, page 935;

Thence N 07 deg. 05' 54" E, 120.73' to an iron pin new in old in the south line of Map 780, Group A, Parcel 1.00 property of the Franklin Special School District, no deed reference found;

Thence with Map 780, Group A, Parcels 6,7,10.01,11, 13, 14 & 15, S 82 deg. 54' 06" E, 940.85' to an iron pin new and common corner of Lot 23, Plat Book P65, page 65;

Thence with Lot 23, S 10 deg. 06' 36" W, 122.21' to an iron pin new and in the north right-of-way of Downs Blvd;

Thence with Downs Blvd. for the following 4 calls:

Thence, N 80 deg. 03' 06" W, 167.96' to an iron pin new;

Along a curve to the left, having a central angle of 04 deg. 01' 35", radius of 3,792.58', an arc length of 266.53' and a chord bearing and distance of N82 deg. 03' 51" W, 266.47' to an iron pin old;

Thence, N 84 deg. 04' 37" W, 466.20' to an iron pin old;

Along a curve to the left, having a central angle of 02 deg. 15' 51", radius of 864.44', an arc length of 34.16' and a chord bearing and distance of N85 deg. 12' 27" W, 34.16' to the Point of Beginning and containing 107,019.05 square feet, or 2.46 acres, more or less.

SECTION III. That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

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

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

ORDINANCE 2018-04

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WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the Neighborhood Commercial district provides zoning for land uses compatible with both the Envision Franklin Land Use Plan and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

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ATTEST:

By: _____

Eric Stuckey

City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

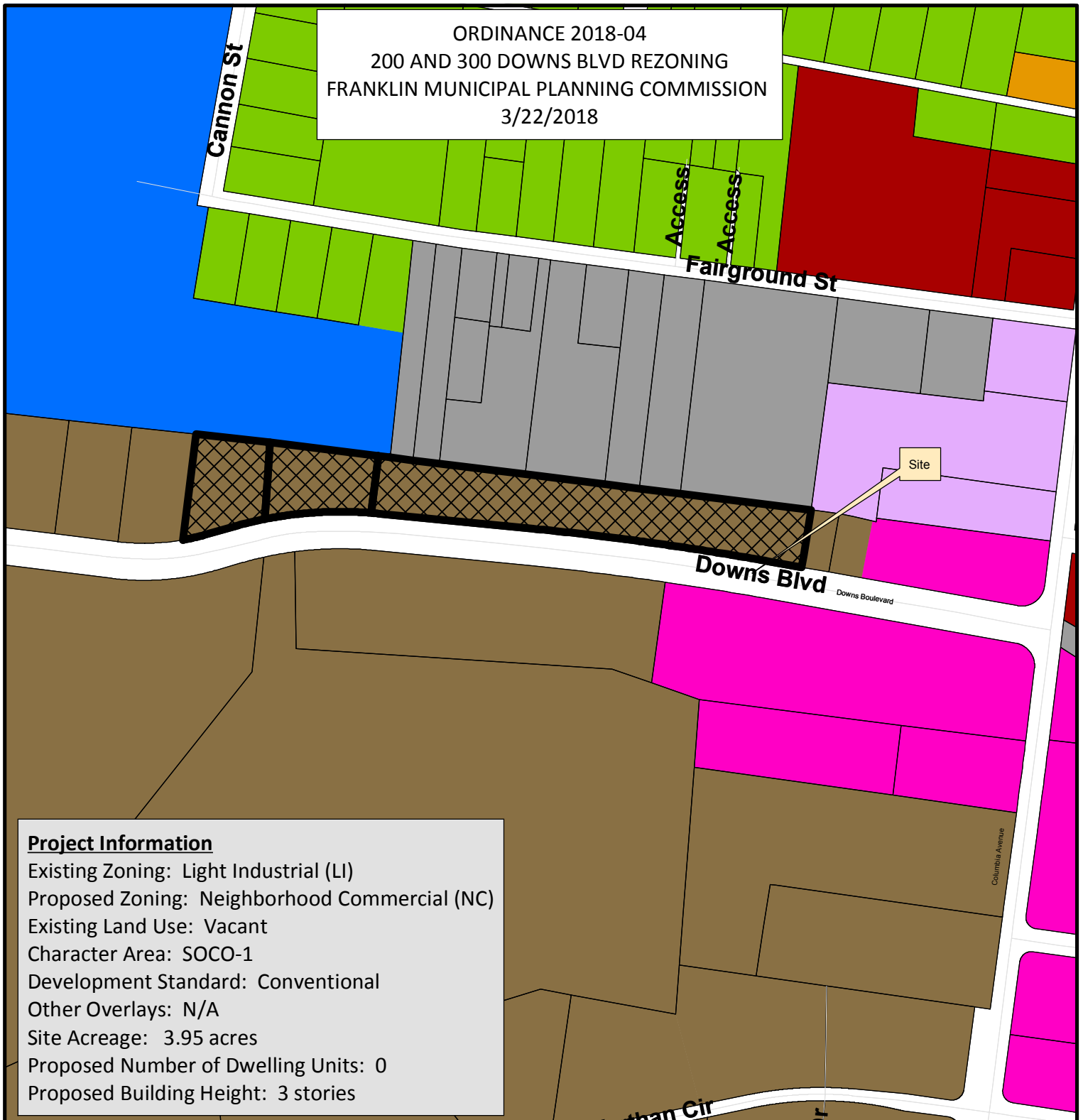
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

ORDINANCE 2018-04
200 AND 300 DOWNS BLVD REZONING
FRANKLIN MUNICIPAL PLANNING COMMISSION
3/22/2018



Project Information

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- | | |
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0 175 350 700
Feet

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Zoning Comparison for 200 & 300 Downs Boulevard

Uses	Light Industrial	Neighborhood Commercial
Automotive Body Shops	X	
Automotive Fuel Services	X	X
Automotive Service Facilities	X	
Automotive Wash Facilities	X	
Clinics		X
Commercial Kennels	X	
Convenience Store		X
Day Care Centers	X	X
Educational Facilities	X	X
Engine and Motor Repair Facilities	X	
Essential Services	X	X
Funeral Home	X	
General Warehouses	X	
Industrial Services	X	
Light Industrial Services	X	
Offices	X	X
Personal Services	X	X
Place of Public Assembly	X	
Public Buildings or Uses	X	
Recreational Facilities (Private)	X	
Restaurants	X	X
Restaurants, Drive-In, Drive-Through	X	
Retail and Commercial Uses	X	X
Self-Storage Facilities	X	
Veterinary Facilities (Outdoor)	X	
Wholesale Sales	X	

Bulk Standards

Light Industrial

Neighborhood Commercial

Height	3	3
LSR	.20	.15
Front Yard (feet)	75	20
Side Yard (feet)	25	10
Rear (feet)	25	25

Item 7
Ord. 2018-04
Handout from Greg
Gamble Applicant

ORDINANCE 2016-25

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION.”

WHEREAS, the City of Franklin’s intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

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

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the “Plan”), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-411. - Completion and Acceptance.
- Sec. 25-412. - Use of Parkland Impact Fees.
- Sec. 25-413. - Reimbursement for City Acquired Parkland.
- Sec. 25-414. - Ordinance Administration and Final Approval.
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

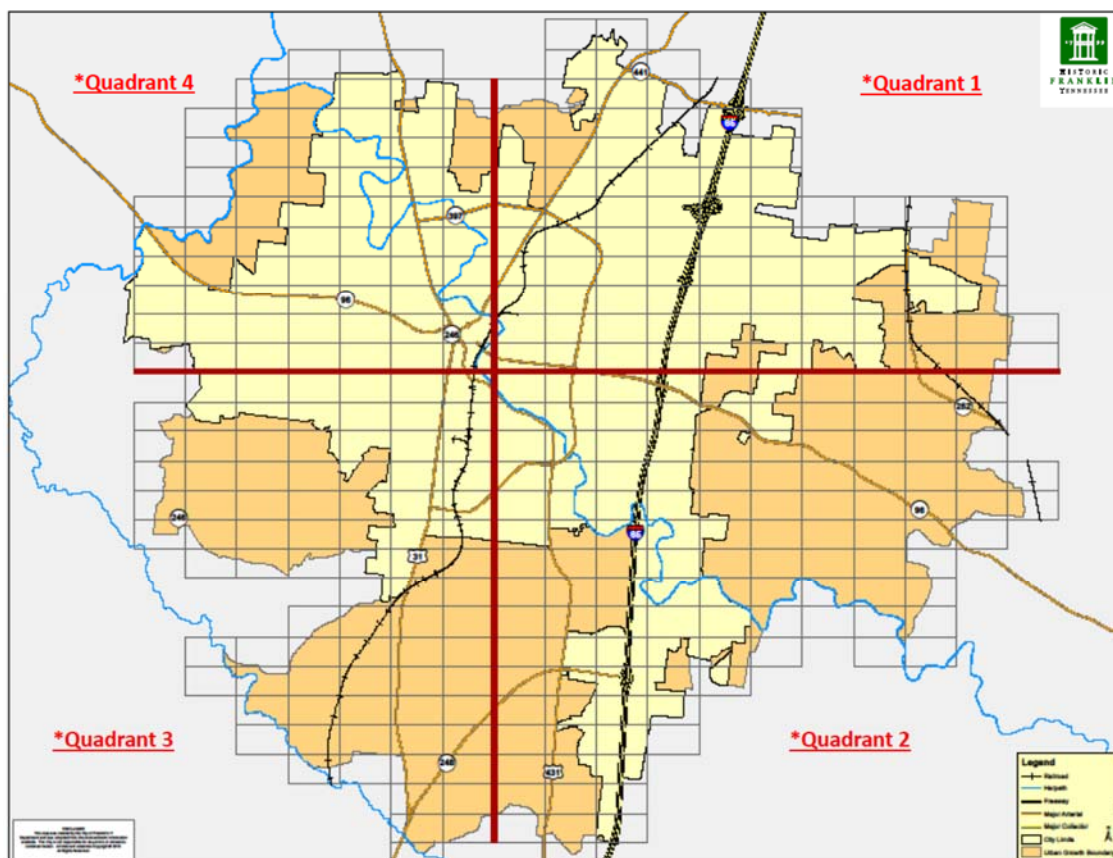
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.
- (5) Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used 100 percent within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance

with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming

pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be

consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development. Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used 100 percent within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.
- (3) Consideration will be given to land that is in the Floodplain or may be considered "floodable" even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any

other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
- (3) This warranty is in addition to any rights or warranties expressed or implied by law.
- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount

	<u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

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

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

ATTEST:

By: _____

Eric Stuckey

City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS
(For Illustrative Purposes Only)

Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails) and <u>Private Pools (~47 Acres)</u>	425.66
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70,908*/425.66 = 166.58 People per Acre of Parks
*2017 Special Census – to be certified/effective July 1, 2017

$$166.58 / 2.4 = 69.41 \text{ Dwelling Units per Acre}$$
$$\begin{aligned} \$ 62,121 / 69.41 \text{ DUs} &= \underline{\$ 895 \text{ per Dwelling Unit}} \\ \$ 45,757 / 69.41 \text{ DUs} &= \underline{\$ 659 \text{ per Dwelling Unit}} \end{aligned}$$

Cost to develop a 5 Acre Neighborhood Park per DU (Neighborhood Park Development Cost / DUs)	\$1,183,029 / 347.05 = \$ 3,409 per Dwelling Unit
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TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

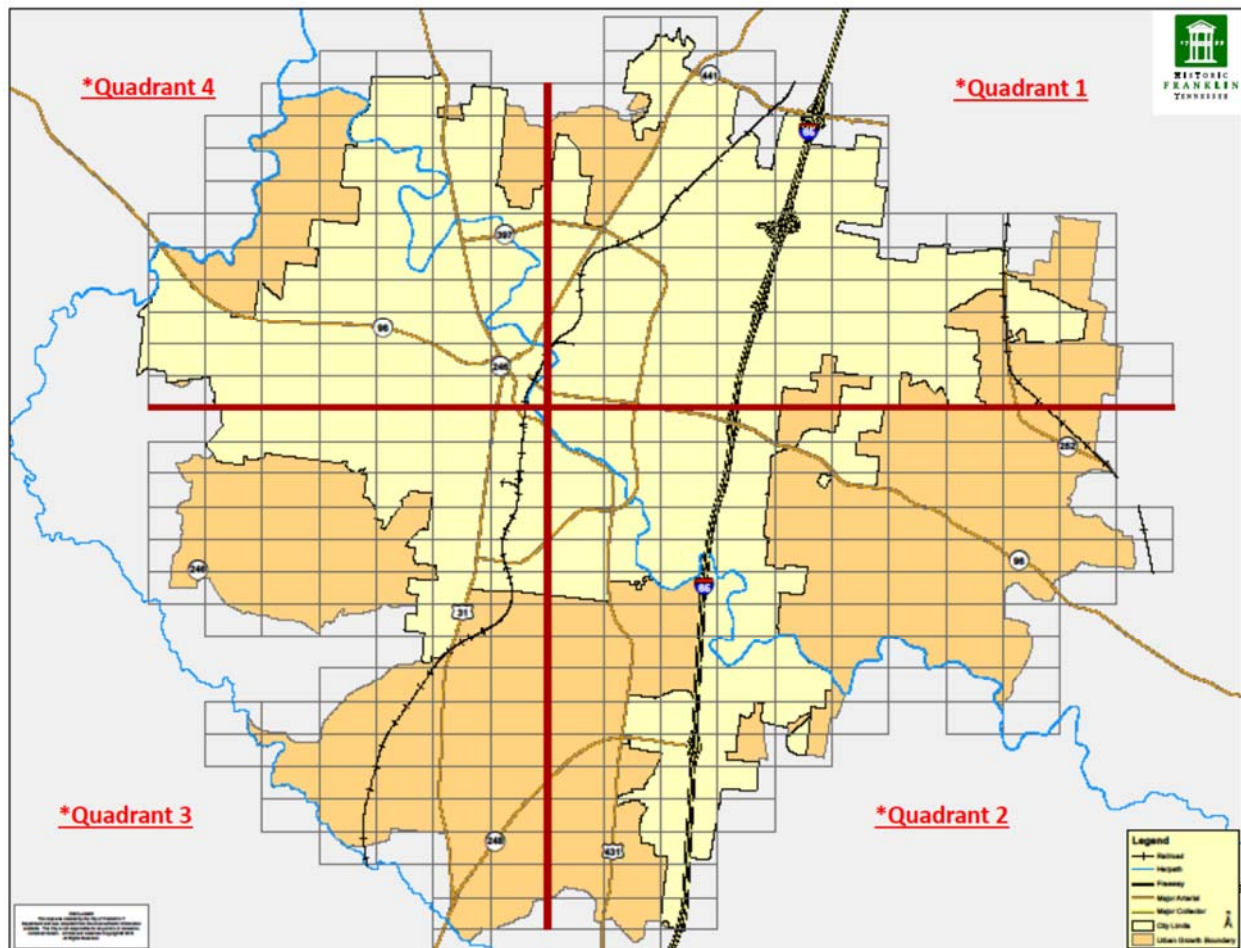
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

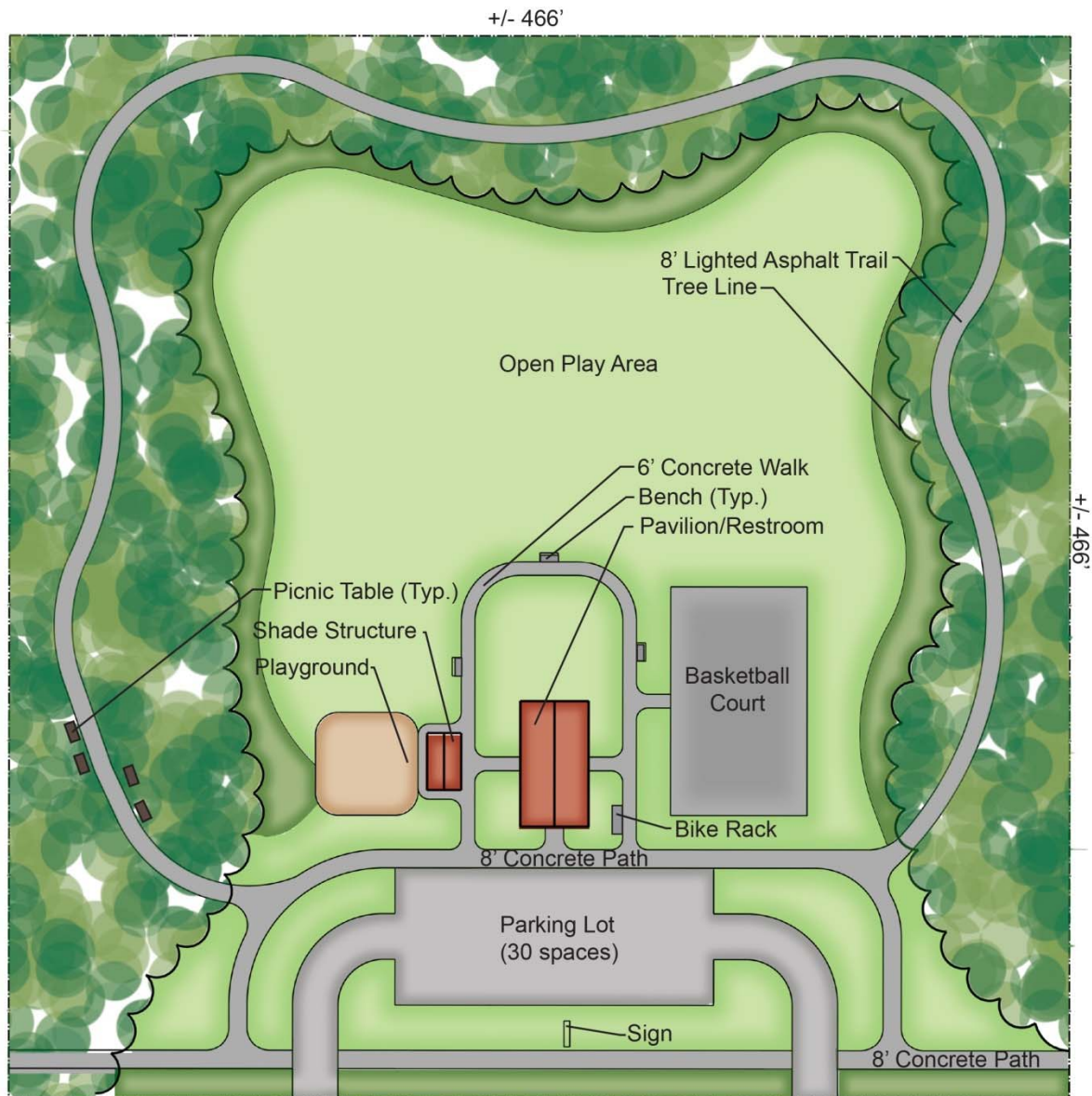
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

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

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

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

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



Franklin Generic Neighborhood Park
Scale: 1:60

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



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

ORDINANCE 2016-25
(As Amended)

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION."

WHEREAS, the City of Franklin's intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

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

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the "Plan"), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-411. - Completion and Acceptance.
- Sec. 25-412. - Use of Parkland Impact Fees.
- Sec. 25-413. - Reimbursement for City Acquired Parkland.
- Sec. 25-414. - Ordinance Administration and Final Approval.
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are

not intended to be used for programmed activities that result in overuse, noise, parking problems, and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

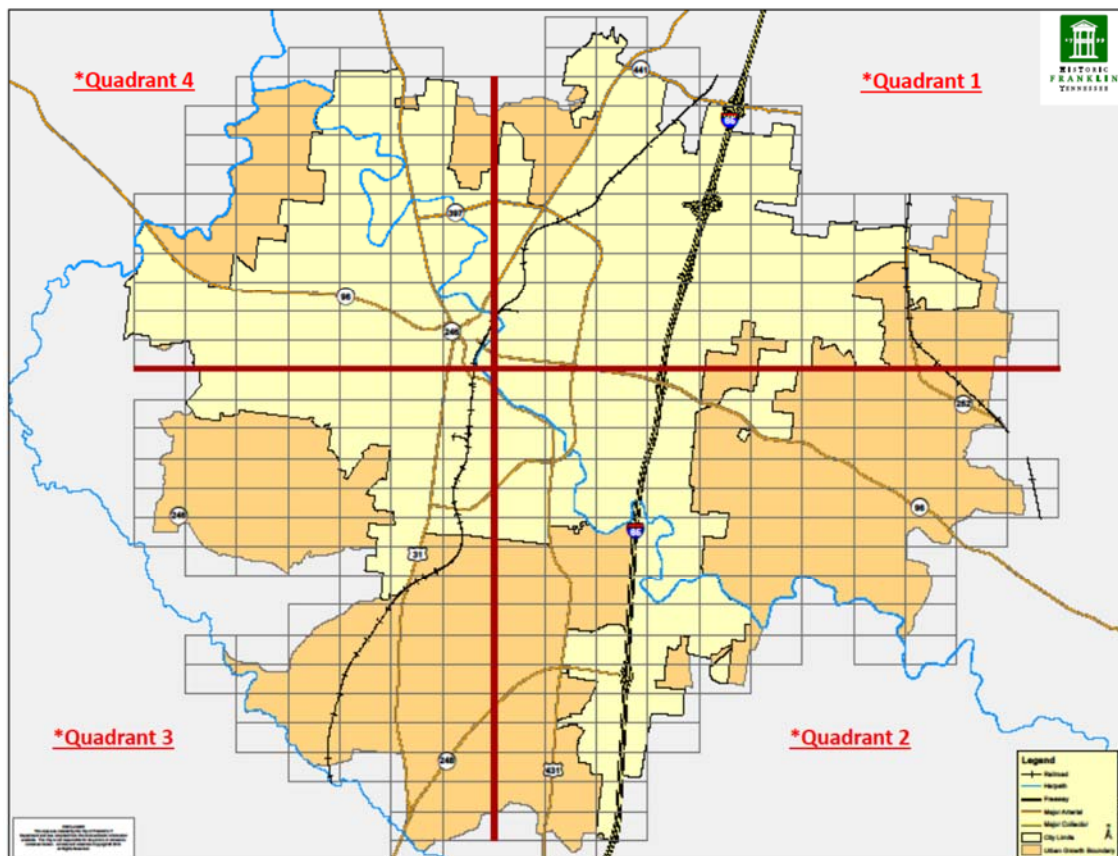
- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the

actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.
- (5) Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used 100 percent within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties,

Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial

guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-408. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within the quadrant in which the fee was collected and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming

pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

One hundred percent (100%) of the Parkland Impact Fees collected shall be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development. Notwithstanding any of the terms of this Ordinance, monies collected before the enactment of this Ordinance shall be used one hundred percent (100%) within the Quadrant in which it was collected. All other requirements of this Ordinance shall apply.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.
- (3) Consideration will be given to land that is in the Floodplain or may be considered "floodable" even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any

other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
- (3) This warranty is in addition to any rights or warranties expressed or implied by law.
- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks in the quadrant in which the fee was collected.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount

	<u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

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

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

ATTEST:

By: _____

Eric Stuckey

City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

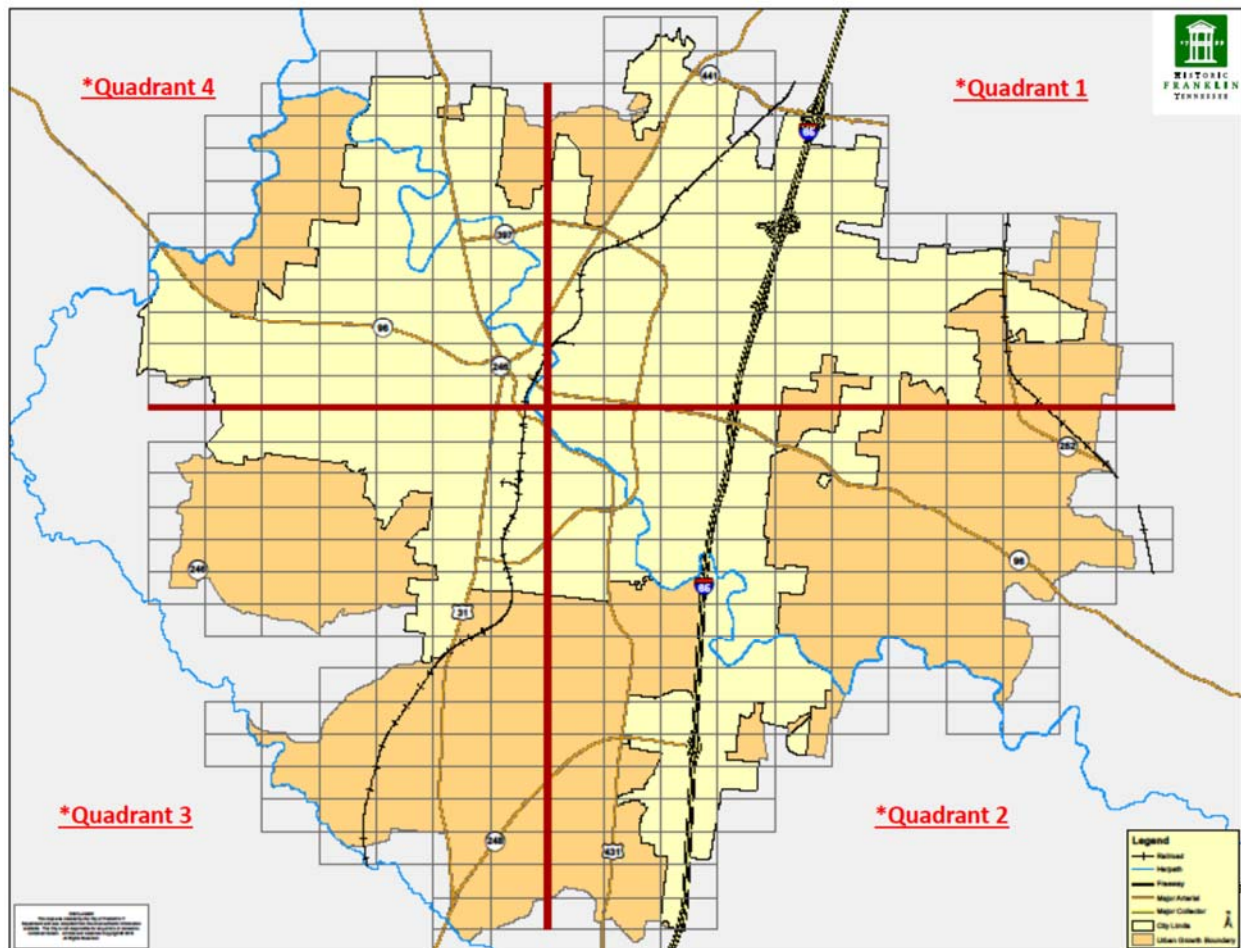
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

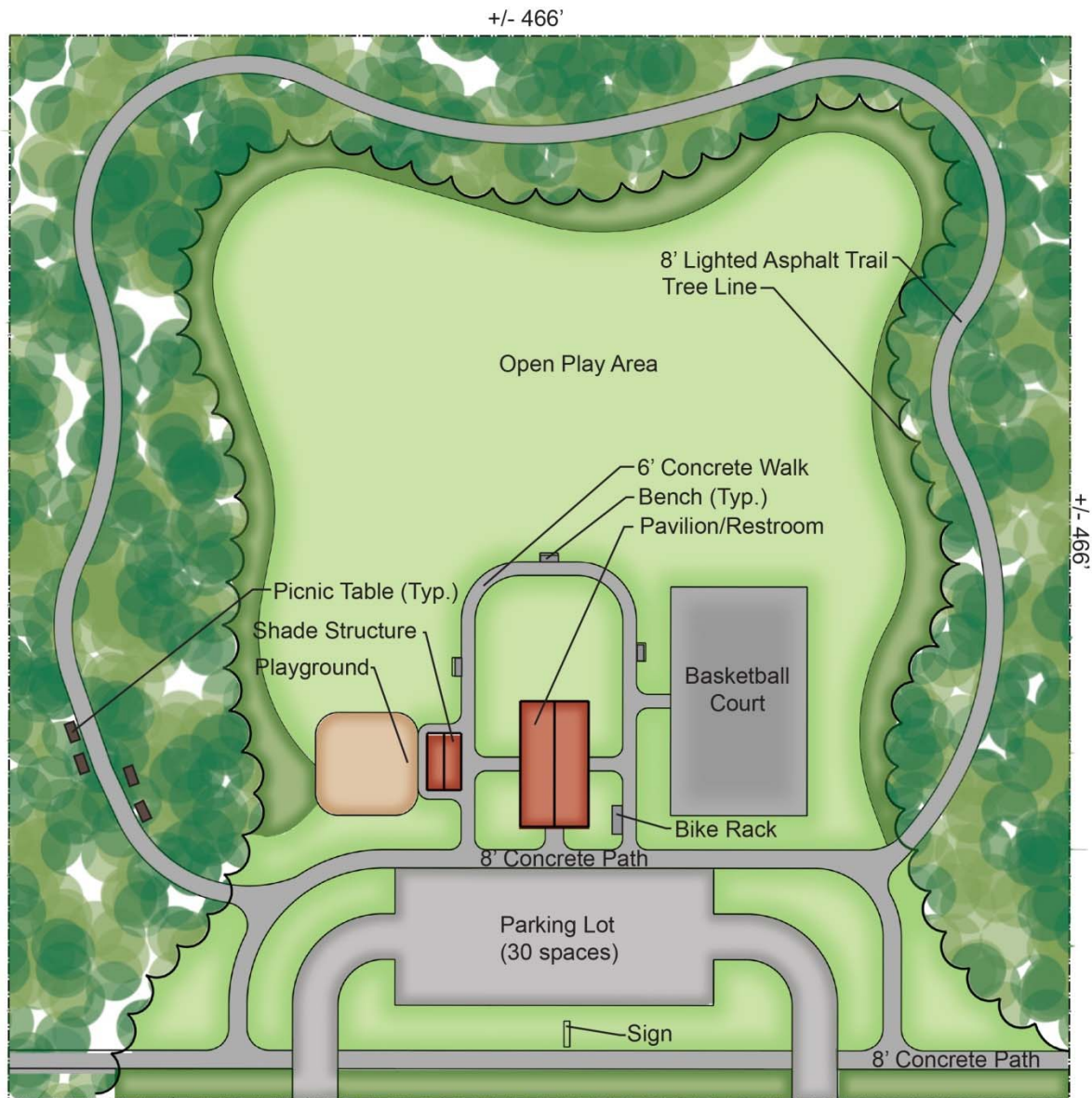
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

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

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

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

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



Franklin Generic Neighborhood Park
Scale: 1:60

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



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

ORDINANCE 2016-25

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION.”

WHEREAS, the City of Franklin’s intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

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

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the “Plan”), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-411. - Completion and Acceptance.
- Sec. 25-412. - Use of Parkland Impact Fees.
- Sec. 25-413. - Reimbursement for City Acquired Parkland.
- Sec. 25-414. - Ordinance Administration and Final Approval.
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

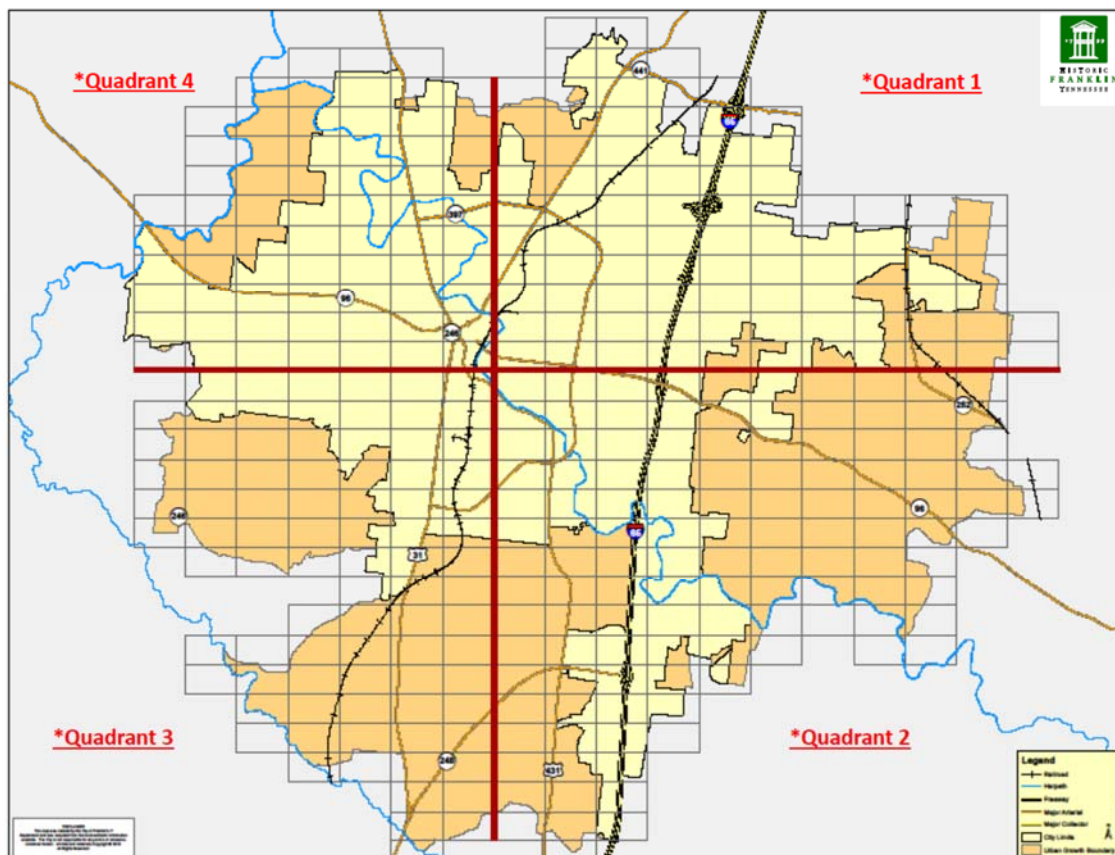
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin’s 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road).* For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general

public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere

with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.

- (3) Consideration will be given to land that is in the Floodplain or may be considered “floodable” even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
- (3) This warranty is in addition to any rights or warranties expressed or implied by law.

- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit*
	* Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets,

	the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*</u>: Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount <u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*</u>: Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan.

	Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

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

SECTION V. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance after its passage on second and final reading, shall take effect on _____, 2018, the health, safety, and welfare of the citizens requiring it.

ATTEST:

By: _____

Eric Stuckey

City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore

Mayor

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS
(For Illustrative Purposes Only)

Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails) and <u>Private Pools (~47 Acres)</u>	425.66
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70,908*/425.66 = 166.58 People per Acre of Parks
*2017 Special Census – to be certified/effective July 1, 2017

$$166.58 / 2.4 = 69.41 \text{ Dwelling Units per Acre}$$
$$\begin{aligned} \$ 62,121 / 69.41 \text{ DUs} &= \underline{\$ 895 \text{ per Dwelling Unit}} \\ \$ 45,757 / 69.41 \text{ DUs} &= \underline{\$ 659 \text{ per Dwelling Unit}} \end{aligned}$$

Cost to develop a 5 Acre Neighborhood Park per DU (Neighborhood Park Development Cost / DUs)	\$1,183,029 / 347.05 = \$ 3,409 per Dwelling Unit
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TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

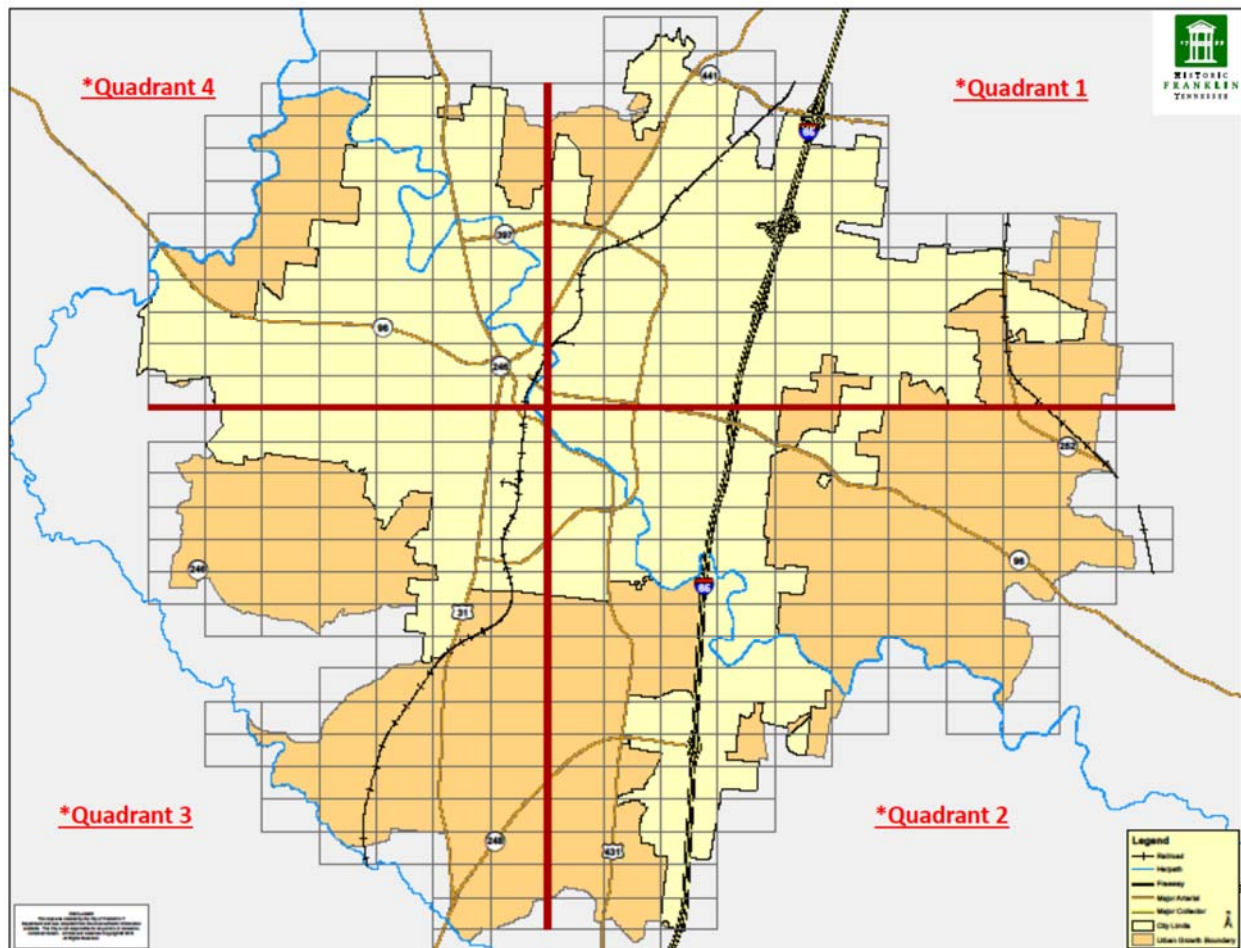
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

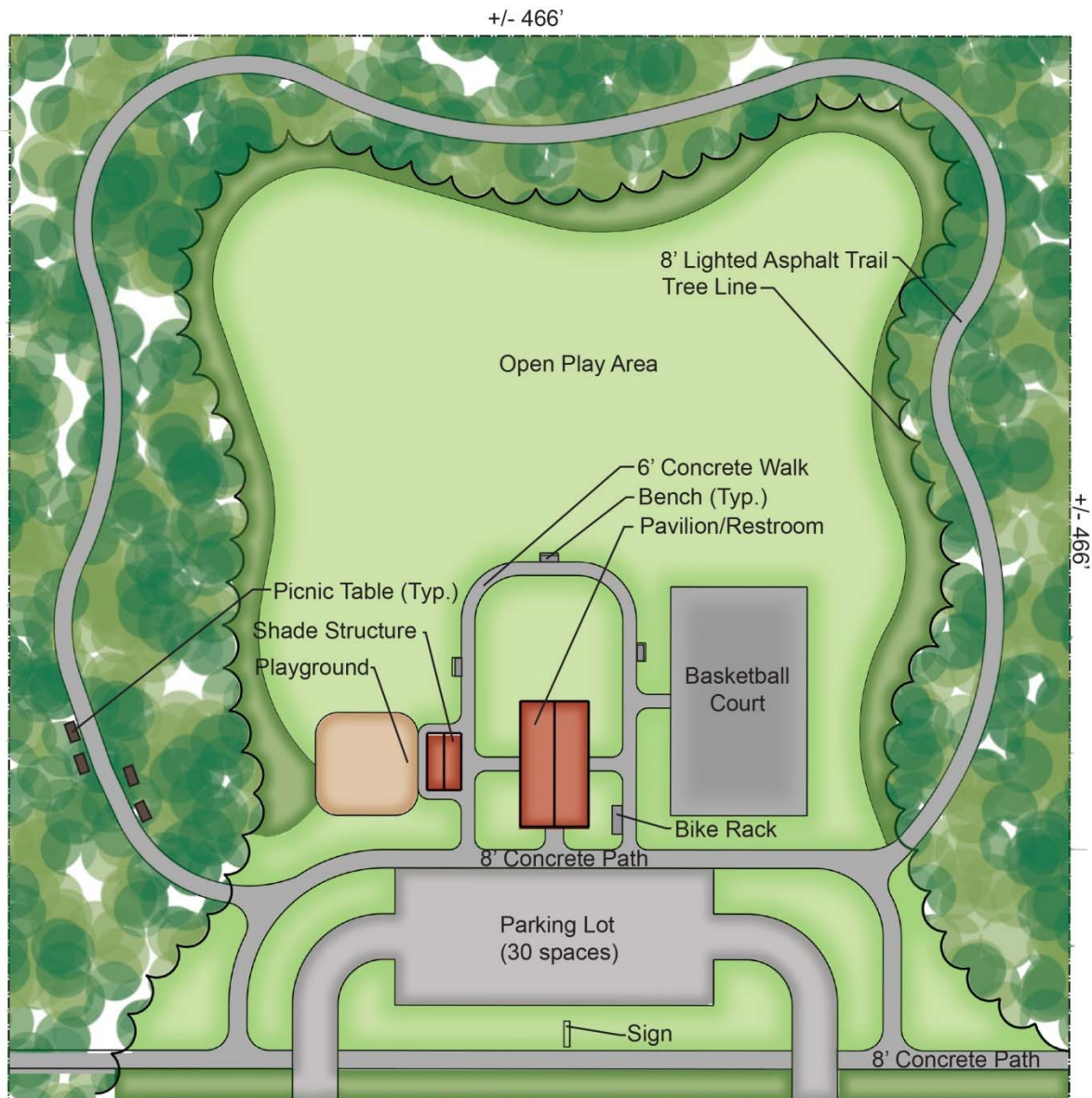
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

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

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

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

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



Franklin Generic Neighborhood Park
Scale: 1:60

City of Franklin Neighborhood Park

Opinion of Probable Construction Costs

Generic Concept Plan for 5 Acre Park

April, 2015



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6' Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8' Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8' Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4' Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

ORDINANCE 2016-25

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 IN ORDER TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION."

WHEREAS, the City of Franklin's intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

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

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the "Plan"), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

Sec. 25-401. - Purpose.

Sec. 25-402. - Authority.

Sec. 25-403. - Definitions

Sec. 25-404. - Requirements.

Sec. 25-405. - Parkland Impact Fees.

Sec. 25-406. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

Sec. 25-407. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Sec. 25-408. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

Sec. 25-409. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.

Sec. 25-410. - Private Park and Recreation Amenities Requirements and Off-sets.

Sec. 25-411. - Completion and Acceptance.

Sec. 25-412. - Use of Parkland Impact Fees.

Sec. 25-413. - Reimbursement for City Acquired Parkland.

Sec. 25-414. - Ordinance Administration and Final Approval.

Sec. 25-415. - Revision of Fees.

Sec. 25-416. - Comprehensive Plan Considerations.

Sec. 25-417. - Special Fund; Right to Refund.

Sec. 25-418. - Parkland Guidelines and Requirements.

Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, §1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

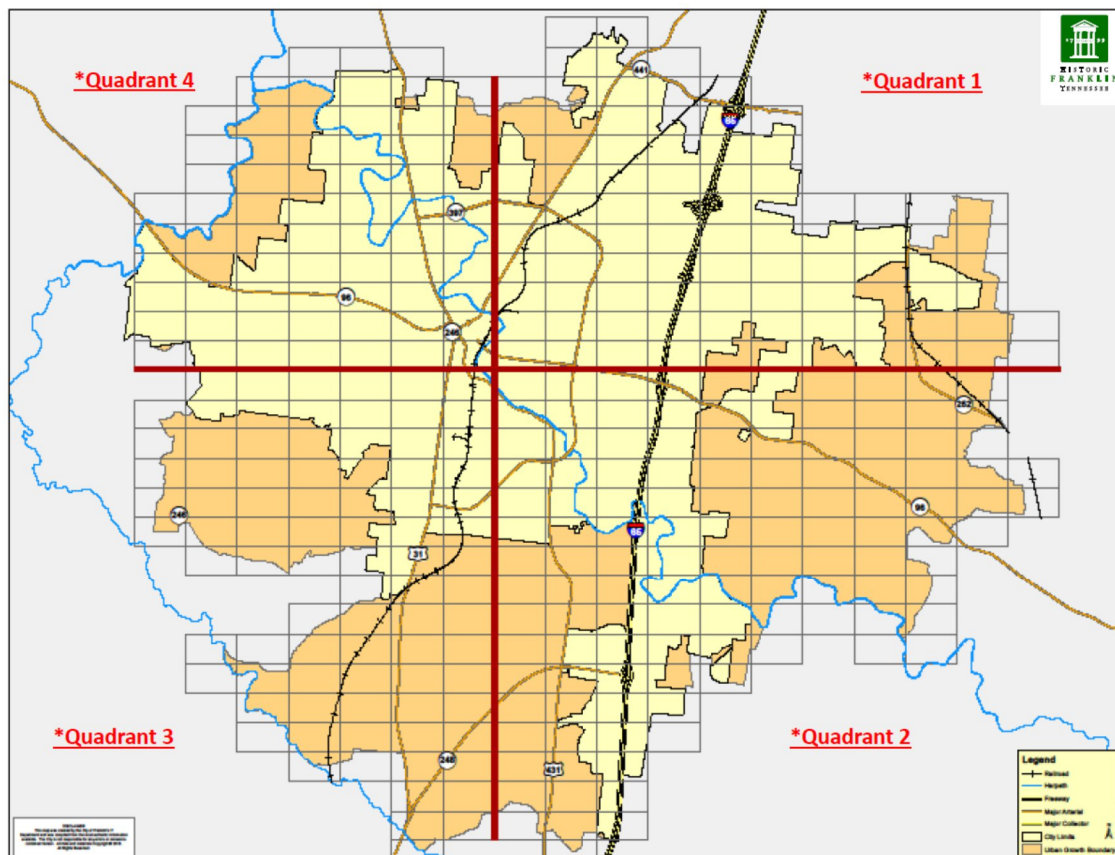
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin's 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable.

Sec. 25-406. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-407. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (2) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (4) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (5) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains or Greenways (off-road)*. For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT,
 - (b) Obtain approval of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, and
 - (c) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains or Greenways (off-road)*. For any proposed Parkland Dedications of less than five (5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains or Greenways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. The amount of off-sets granted for Parkland Dedication in Lieu of Parkland Impact fees shall be based on the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA.
- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted by the BOMA on some or all of the Parkland Impact Fee as part of the approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements in the amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-409. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) The BOMA shall approve the amount of off-sets granted for Construction of Public Park Improvements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
- (2) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (3) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (4) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (5) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (6) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-410. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The BOMA shall approve the amount of off-sets granted for Private Park and Recreation Amenities Requirements in Lieu of Parkland Impact fees as part of their approval of the Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general

public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (3) Use of Floodplain (not floodway) as Improved Parkland or Greenways (*off-road*) that are part of the City's approved network, may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-411. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;
- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-412. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development (excluding historic parks and The Park at Harlinsdale Farm). This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development.

Sec. 25-413. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-414. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes.

The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.

- (3) Consideration will be given to land that is in the Floodplain or may be considered “floodable” even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) may be considered for up to one hundred percent (100%) credit should the land and development of the Greenway be the equivalent of five (5) acres.
- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
- (10)

Sec. 25-419. Warranty Required.

- (1) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Administrator or his/her designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
- (2) All work by the Developer not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

- (3) This warranty is in addition to any rights or warranties expressed or implied by law.
- (4) Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- (5) This warranty obligation shall be covered by any Performance Surety, or Maintenance Obligation in a form as (i.e. Cash or Letter of Credit) required by the City and in compliance with this Ordinance.
- (6) If any of the work performed by Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a Certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, the Developer shall promptly correct the defective work at no cost to the City.
- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit*
	* Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements.
	* To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee

	Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use*</u>: Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount <u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement*</u>: Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public*</u>: Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.

	<u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public*</u>: Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
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SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

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

SECTION V. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance after its passage on second and final reading, shall take effect on _____, 2018, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

ILLUSTRATIVE EXHIBITS

ORDINANCE 2016-25

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS (For Illustrative Purposes Only)

	2017
City of Franklin Population	70,908
Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails)	378.66
Plus, Private Pools (~47 Acres)	<u>47.00</u>

Total Acres of Non-Historic Parkland, On- and Off-Road Linear Parks (Trails) and <u>Private Pools (~47 Acres)</u>	425.66
--	--------

Service Level (Population/Acres of Parks)

$$70,908^*/425.66 = 166.58 \text{ People per Acre of Parks}$$

*2017 Special Census – to be certified/effective July 1, 2017

People per Dwelling Unit 2.4

Service Level (People-Acre/People-DU)

$$166.58 / 2.4 = 69.41 \text{ Dwelling Units per Acre}$$

Cost of 1 Acre of Land (2017) \$ 62,121 City parcels, excluding FFO, FWO, and I-65 corridor
\$ 45,757 Floodplain parcels

Cost for Park Land per DU (Cost/DUs)

$$\begin{aligned} \$ 62,121 / 69.41 \text{ DUs} &= \$ 895 \text{ per Dwelling Unit} \\ \$ 45,757 / 69.41 \text{ DUs} &= \$ 659 \text{ per Dwelling Unit} \end{aligned}$$

PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE

5 Acre Neighborhood Park Development Cost \$ 1,183,029

Number of Dwelling Units Served by a
5 Acre Neighborhood Park

(Dwelling Units per Acre x 5 Acres) 69.41 DUs x 5 Acres = 347.05 Dwelling Units

Cost to develop a 5 Acre Neighborhood Park per DU
(Neighborhood Park Development Cost / DUs)

$$\$1,183,029 / 347.05 = \$ 3,409 \text{ per Dwelling Unit}$$

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

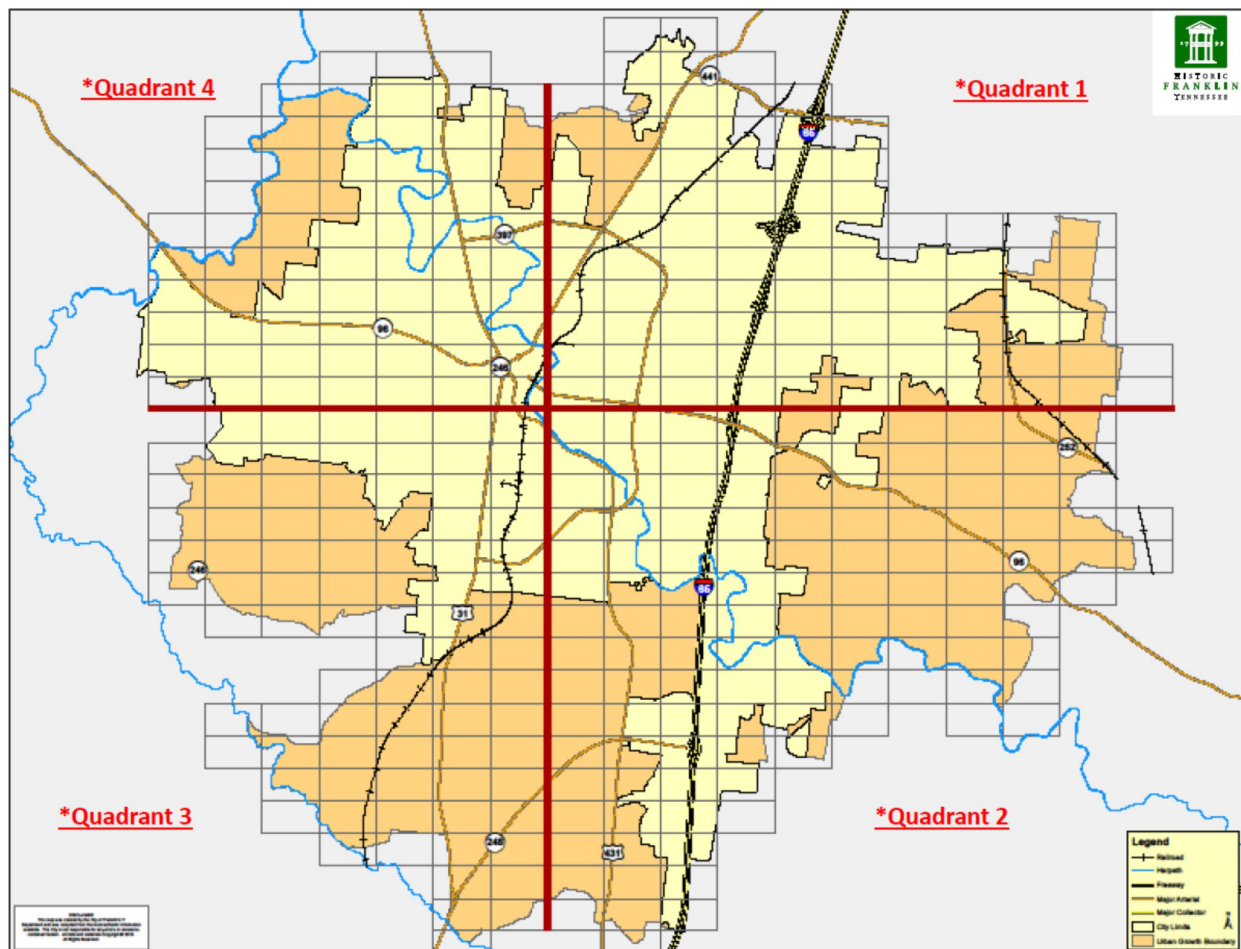
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT	\$ 4,304*
--	-----------

Cost of Parkland per Dwelling Unit	\$ 895**
------------------------------------	----------

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit	\$ 3,409
--	----------

PARK QUADRANT MAP



PARK DEVELOPMENT COST

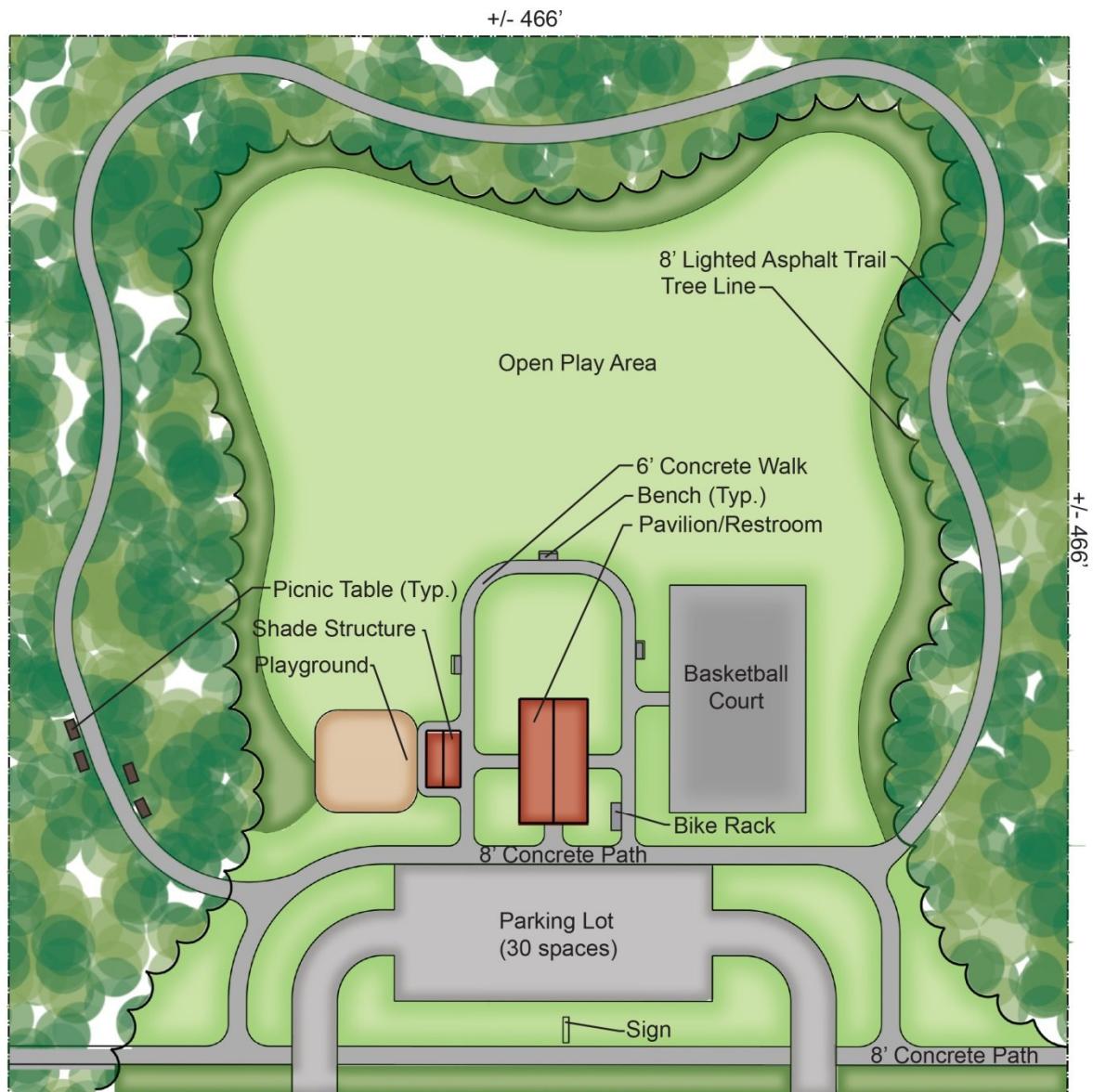
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

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

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

- The site would be reasonably level by Franklin standards such that extensive earthwork would not be necessary and that no rock would be encountered in the excavation.
- Half the site (2.5 acres) would be cleared; it is assumed the site would not have mature trees
- A cut of 3 feet would be needed on $\frac{1}{2}$ the site and a fill of 3 feet would be needed on the other $\frac{1}{2}$ such that earthwork would balance.
- Water and sewer service would be available at the street in front of the park.
- Entry drives and parking area would be curbed; parking lot paved with asphalt.
- Landscape and lawn irrigation would be provided for the site.
- Where possible, quantities were taken off to include in the opinion of cost; when not possible allowances are provided.

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



Franklin Generic Neighborhood Park
Scale: 1:60

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



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Trash receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

ORDINANCE 2016-25

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE TO CREATE A NEW TITLE 25, PARKS, AND ADD A NEW CHAPTER 4 IN ORDER TO ESTABLISH REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION, AND AMEND APPENDIX A, COMPREHENSIVE FEES AND PENALTIES, TO ADD A NEW CHAPTER 25, PARKS, IN ORDER TO ESTABLISH FEES FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION.”

WHEREAS, the City of Franklin’s intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

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

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the “Plan”), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance.

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

SECTION I. That Title 25, Parks, of the City of Franklin Municipal Code is hereby created with the following language and is approved to read as follows:

TITLE 25 - PARKS

CHAPTER 1. RESERVED

CHAPTER 2. RESERVED

CHAPTER 3. RESERVED

CHAPTER 4. REQUIREMENTS FOR PARKLAND IMPACT FEES AND PARKLAND DEDICATION

- Sec. 25-401. - Purpose.
- Sec. 25-402. - Authority.
- Sec. 25-403. - Definitions
- Sec. 25-404. - Requirements.
- Sec. 25-405. - Parkland Impact Fees.
- Sec. 25-406. - Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-407. - Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.
- Sec. 25-408. - Construction of Public Park Improvements in Lieu of Parkland Impact Fee Requirements and Off-sets.
- Sec. 25-409. - Private Park and Recreation Amenities Requirements and Off-sets.
- Sec. 25-410. - Completion and Acceptance.
- Sec. 25-411. - Use of Parkland Impact Fees.
- Sec. 25-412. - Reimbursement for City Acquired Parkland.
- Sec. 25-413. - Ordinance Administration and Final Approval.
- Sec. 25-414. - Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements
- Sec. 25-415. - Revision of Fees.
- Sec. 25-416. - Comprehensive Plan Considerations.
- Sec. 25-417. - Special Fund; Right to Refund.
- Sec. 25-418. - Parkland Guidelines and Requirements.
- Sec. 25-419. - Warranty Required.

Sec. 25-401. Purpose.

It is the intent and purpose of this Chapter to establish the regulatory procedure for assessing and collecting Parkland Impact Fees and/or Parkland Dedication for new Development within the City of Franklin to assure the provision of adequate parks to serve such new Development, by requiring the Developer to pay their pro rata share of the costs of new parks or expansions reasonably attributable to such new development.

Sec. 25-402. Authority.

This Chapter is adopted pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).

Sec. 25-403. Definitions.

- (1) *BOMA* means the City of Franklin Board of Mayor and Aldermen.
- (2) *Community Park* means a park that is larger in size and serves a broader purpose than Neighborhood Parks. Their focus is on meeting the recreational needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible, nor desirable, at the neighborhood level. As with Neighborhood Parks, they should be developed for both active and passive recreation activities. The optimal size for a Community Park should exceed twenty-five (25) acres. Design features might include large play structures, informal fields for youth play, tennis courts, volleyball courts, horseshoe areas, swimming pools, disc golf, trails, group picnic areas, open space and unique landscapes/features, nature study areas, ornamental gardens, and facilities for cultural activities such as plays and concerts in the park.
- (3) *Comprehensive Parks and Recreation Master Plan* means the adopted long-range master plan for park and recreational facilities for the City of Franklin. The Plan establishes the City's vision and framework to guide park related facilities and amenities decisions, and includes planning policies and recommendations for the future development of the municipal park and recreation system for the City of Franklin.
- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination or entity responsible for a new Development or a new Development project.
- (5) *Development* means new construction, building, reconstruction, erection, extension, betterment or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a Residential or nonresidential use.
- (6) *Departmental Review Team* or *DRT* means the group of department heads, or their designees, from the City departments responsible for the review of all development applications.
- (7) *Dwelling Unit* or *Dwelling Units* means a room, or rooms connected, which constitute a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room(s) or Dwelling Units which may be in the same structure; and containing independent cooking and sleeping facilities.
- (8) *Floodplain* means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year, and/or any land area susceptible to being inundated by water from any source.
- (9) *Greenway (off-road)* means a linear undeveloped area linking various types of development by such facilities as multi-use trails, bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (10) *Neighborhood Park* means a park that is a basic unit of the park system and serves as the recreational and social focus of a neighborhood, with both passive and active activities. They are not intended to be used for programmed activities that result in overuse, noise, parking problems,

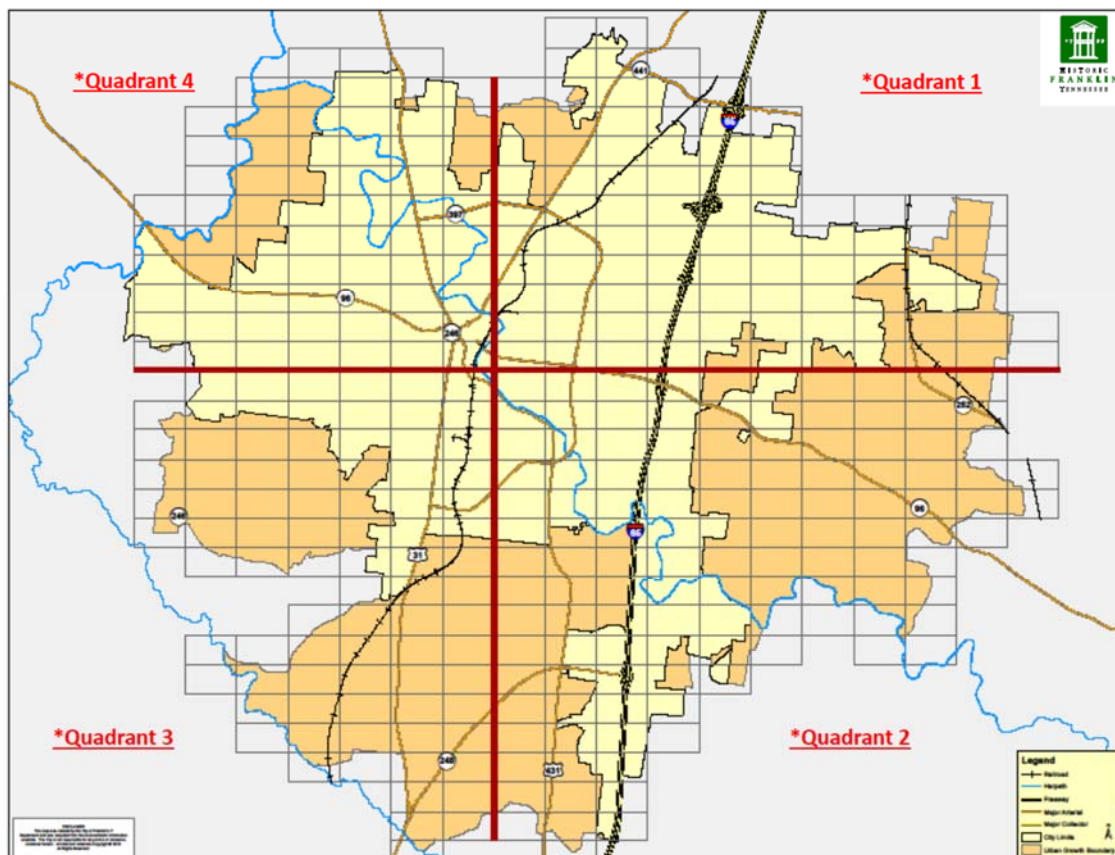
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass a service radius of half (½) mile. Neighborhood Parks primarily facilitate recreational activities, including play structures, sitting areas, and open space. Ideally, these Neighborhood Parks are linked to the neighborhood and to each other by a pathway or walk system and respond to the need for basic recreational amenities close to home.

- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (12) *Park Quadrant* and/or *Quadrant* means a geographic district of the City of Franklin established by the Comprehensive Parks and Recreation Master Plan that establishes service areas for parks and the basis for how Parkland Impact Fees or Parkland Dedication requirements are calculated/determined. The Plan divides the City into four (4) Quadrants.
- (13) *Parkland Dedication* means the option where a Developer may dedicate land to be used by the City for parkland in lieu of paying Parkland Impact Fees.
- (14) *Parkland Impact Fee* means fees levied and collected by the City of Franklin against new land development to provide that new Development contribute its fair share of the cost of providing parkland improvements and services pursuant to the powers conferred by the Franklin Municipal Charter, art. H, § 1(38), as amended by Priv. Acts 1987, ch. 54 and by Priv. Acts 1987, ch. 117 (HB 1311).
- (15) *Private Park* means an HOA owned and maintained park and recreation facilities and neighborhood amenities. Examples include, but are not limited to, swimming pools, recreation center buildings, National Playground Standards playgrounds, spraygrounds, outdoor fitness courses, athletic fields or courts, multi-purpose sports fields, improved Greenways not identified in adopted City Plans, or other similar parklike facilities.
- (16) *Residential* means the development of any property for a Dwelling Unit or Units.

Sec. 25-404. Requirements.

- (1) Generally, the creation of new Residential Dwelling Units shall address the following requirements pursuant to this Chapter:
 - (a) Parkland Impact Fee; and/or
 - (b) Parkland Dedication in lieu of Parkland Impact Fee; and/or
 - (c) Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or
 - (d) Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fee.
- (2) Requirements herein are based on actual Dwelling Units for an entire Development. Increases or decreases in the final Dwelling Unit count may require an adjustment of Parkland Impact Fees. If the actual number of Dwelling Units exceeds the original estimate, additional Parkland Impact Fees may be required in accordance with the requirements in this Chapter.

- (3) The schedule and method for determining Parkland Impact Fees, and/or Parkland Dedication in lieu of Parkland Impact Fees, and/or Construction of required Parkland improvements in lieu of Parkland Impact Fee, and/or Construction of Private Park and Recreation Amenities, shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) The following map identifies the location of the Park Quadrants adopted by the BOMA as part of the City of Franklin’s 2015 Comprehensive Park and Recreation Master Plan. If a contiguous Residential Development lies within two (2) or more of the Park Quadrants, the Parkland Impact Fee obligation for the Development will be designated to go to the Quadrant containing the largest amount of square footage of land in the Development.



Sec. 25-405. Parkland Impact Fees.

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or an Off-set agreement, when applicable.

Sec. 25-406. Parkland Dedication in Lieu of Parkland Impact Fee Requirements and Off-sets.

Developers may dedicate land to be used by the City for parkland In lieu of paying Parkland Impact Fees, and may be eligible to receive off-sets to reduce the total amount of Parkland Impact Fees required per Dwelling Unit.

- (1) Parkland Dedication in Lieu of Parkland Impact Fees shall be based on the amount of parkland proposed to be dedicated by the developer. The formula to calculate Parkland Dedication in Lieu of Parkland Impact Fee Off-sets shall be as specified in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Parkland Dedication shall be for the total amount of land dedicated for the Development and shall be dedicated to the City in fee simple.
- (3) The Parkland Dedication shall be satisfied concurrently with the recording for the first final plat, or when a final plat is not required, prior to the issuance of the first building permit that creates a new Residential Dwelling Unit(s).
- (4) For phased Developments, when the Parkland Dedication and/or Construction is planned to occur within a future phase, the Developer shall provide the City with financial security against the future Parkland Dedication and/or Construction by providing an irrevocable letter of credit or a cash deposit in a form acceptable to the City. The amount of the financial guarantee shall be based on the value of Parkland Dedication in Lieu of Parkland Impact Fee Off-sets and/or Construction of Public Park Improvements In Lieu of Parkland Impact Fee Off-sets as set forth in in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. The financial guarantee will be released to the Developer, without interest, upon the recording of the final plat for the subsequent phase of the development that dedicates the required parkland, except in cases where said parkland is also required to be constructed/improved. When parkland construction/improvements are required, the financial guarantee will be released to the Developer at which time the required improvements have been installed, inspected, and approved by the City.

Sec. 25-407. Approval Process and Criteria for Parkland Dedication and Off-sets for Parkland Dedication in Lieu of Parkland Impact Fees.

- (1) *Parkland Dedications Equal to or Exceeding Five Acres, and Dedications of Floodplains, Greenways (off-road) and Multipurpose Pathways (on road).* For any proposed Parkland Dedication equaling or exceeding five (5) acres of land, or for any proposed Parkland Dedication equaling or exceeding five (5) acres of land containing Floodplain, Greenways, or Multipurpose Pathways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In order to be eligible to dedicate parkland and receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees, the Developer shall:
 - (a) Obtain a recommendation from the DRT, and
 - (b) Obtain approval from the Planning Commission of a final plat that shows the dedication of parkland as required by this ordinance.
- (2) *Parkland Dedications of Less than Five Acres, including Dedications of Floodplains, Greenways (off-road) and Multipurpose Pathways (on road).* For any proposed Parkland Dedications of less than five

(5) acres, or for any proposed Parkland Dedication of less than five (5) acres containing Floodplains, Greenways, or Multipurpose Pathways, the Developer may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees for up to seventy-five percent (75%) of their total Parkland Impact Fees requirement in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, provided such dedicated parkland is based upon the Comprehensive Parks and Recreation Master Plan as may be amended from time to time, and as determined by the Parks Department Director. The remaining twenty-five percent (25%) of the Parkland Impact Fee obligation paid by the developer shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time.

- (3) In cases when the proposed Parkland Dedication is insufficient for a park site, the Parks Department Director shall determine the acceptability of a proposed Parkland Dedication based upon the Comprehensive Parks and Recreation Master Plan, as may be amended from time to time. Off-sets for Parkland Dedication In Lieu of Parkland Impact Fees may be granted on some or all of the Parkland Impact Fee in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

Sec. 25-408. Construction of Public Park Improvements In Lieu of Parkland Impact Fee Requirements and Off-sets.

A Developer may elect to construct public park improvements, and may be eligible to receive off-sets for Construction of Public Park Improvements in Lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks. In such event:

- (1) A park site plan, developed in cooperation with the Parks Department staff, is submitted and approved by the DRT upon submission of a final plat or upon application for a building permit, whichever is applicable.
- (2) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for site plans, final plats, and for building permit issuance, whichever is applicable.
- (3) All plans and specifications shall meet or exceed the City's standards in effect at the time of the submission.
- (4) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer shall post payment and performance agreements and sureties to guarantee the payment to subcontractors and suppliers, and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- (5) The construction of all improvements shall be completed in accordance with the requirements relating to the construction of public improvements for site plans, final plats, and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements shall be completed within two (2) years from the date of approval of issuance of the first building permit in the development.

Sec. 25-409. Private Park and Recreation Amenities Requirements and Off-sets

A Developer may elect to construct private park and recreation amenities, and may be eligible to receive off-sets for the value of Private Parkland Set-Aside and for Construction of Private Park and Recreation Amenities in Lieu of Parkland Impact Fees, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.

- (1) Off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if a Private Park amenity is gated (examples include a private swimming pool or tennis court), in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (2) Off-sets for Parkland Dedication in lieu of Parkland Impact Fee and Construction of Private Park and Recreation Amenities in lieu of Parkland Impact Fees may be granted for HOA owned and maintained park and recreation facilities if the Private Park amenity and/or Greenway is accessible to the general public and located within an all access public access easement, in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (3) *Use of Floodplain as Improved Parkland & Multipurpose Pathways/Greenways (part of the City's approved network).* Multipurpose Pathways (on-road), Greenways (off-road), and improved private parkland and amenities located within the Floodplain (not floodway) may be eligible to receive off-sets for Parkland Dedication in lieu of Parkland Impact Fees and Construction of Private Parkland in lieu of Parkland Impact Fees in amounts as set forth in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks.
- (4) Private Park amenities and/or facilities may be restricted to the use and enjoyment of residents of the particular Development or subdivision. However, such areas shall be maintained by and deeded to a HOA. The HOA is liable for the payment of maintenance fees and capital assessments, and unpaid homeowners' fees and assessments will be a lien on the property of the delinquent homeowners. To ensure Private Parks and recreation amenities remain accessible to residents, are maintained in their approved design, and in good working condition into perpetuity, requirements and conditions shall be added to the development plan and plat for the Development.

Sec. 25-410. Completion and Acceptance.

Park development will be considered complete and a Certificate of Completion will be issued by the Parks Department after the following requirements are met:

- (1) Improvements have been constructed in accordance with Approved Plans;
- (2) All parkland upon which the improvements have been constructed has been dedicated as required under this Chapter;
- (3) All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements;

- (4) Upon issuance of a Certificate of Completion, the Developer shall be required to warrant the improvements for a period of one (1) year by submitting a Maintenance Surety in a form of Cash or Letter of Credit as required by the City; and
- (5) The Developer shall be liable for any costs required to complete park Development if:
 - (a) Developer fails to complete the improvements in accordance with the approved plans; or
 - (b) Developer fails to complete any warranty work.

Sec. 25-411. Use of Parkland Impact Fees.

Twenty-five percent (25%) of the total Parkland Impact Fees collected shall be used for Community Parks (excluding historic parks and The Park at Harlinsdale Farm) within any Quadrant of the City and shall be consistent with the Comprehensive Park and Recreation Master Plan, as may be amended from time to time. The remaining seventy-five percent (75%) of the Parkland Impact Fees collected shall only be used for the acquisition or development of park facilities in parks located within the same Quadrant as the development. This provision shall not apply to developments that dedicate and construct a fully improved (5) acre Neighborhood Park within a development.

Sec. 25-412. Reimbursement for City Acquired Parkland.

The BOMA may from time to time, acquire land for parks in or near an area of actual or potential development. If the City does acquire parkland in a particular Quadrant, the BOMA at its discretion, may require subsequent developments within the Quadrant to pay the full Parkland Impact Fee obligation and not be eligible to receive off-sets for parkland dedication or construction until such time the cost of the City acquired parkland has been reimbursed.

Sec. 25-413. Ordinance Administration and Final Approval.

City staff shall administer this Chapter through the City's development review and approval processes.

Sec. 25-414. Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements

The Developer shall enter into a Contract with the City which contains terms and conditions relative to the Parkland Impact Fees required to be paid by the Developer and/or any Off-sets granted for Parkland Dedication and/or Construction of Park Improvements as may be requested by the Developer. Such contract shall be finalized concurrently with the approval of a Development Plan or Site Plan when a Development Plan is not required. When neither a Development Plan or Site Plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the City.

Sec. 25-415. Revision of Fees.

The BOMA shall review Parkland Impact Fees and the Parkland Dedication and Construction Off-sets as established in Appendix A – Comprehensive Fees and Penalties, Chapter 25, Parks, at least once every five (5) years using the most recently approved certified census data and Williamson County Tax Property Assessment information.

Sec. 25-416. Comprehensive Plan Considerations.

The Comprehensive Parks and Recreation Master Plan is intended to serve as a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general recommendations. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations. Park Quadrants are established in the 2015 Comprehensive Park and Recreation Master Plan as a component of the Plan, and indicate service areas for parks. Park Quadrants shall be evaluated by the BOMA every five (5) years in conjunction with the revision of fees section of this ordinance.

Sec. 25-417. Special Fund; Right to Refund.

In accordance with Private Act 1987, chapter 117, Parkland Impact Fees will be deposited in a separate account, as determined by the City of Franklin Finance Department, and reserved for acquisition, expansion, and development to the Park Quadrant to which it relates. The City shall account for all Parkland Impact Fees and Parkland Dedication in Lieu of Parkland Impact Fees paid under this Section regarding the individual plat(s) involved. Any Parkland Impact Fees paid for such purposes shall be committed by the City within ten (10) years from the date received by the City for acquisition and/or development of a park. Such funds shall be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property shall request in writing such refund within one (1) year of becoming eligible for a refund, or such right shall be barred.

Sec. 25-418. Parkland Guidelines and Requirements.

The following guidelines and requirements shall be used in designing parks and adjacent Development.

- (1) Parks shall be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.
- (2) Any Parkland Dedication must be suitable for park and recreation uses. The Parkland Dedication shall be free and clear of all liens and encumbrances that interfere with its use for park purposes. The City Administrator or his/her designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance if there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the Parkland Dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the Parkland Dedication by the City. A tax certificate from the Tax Assessor shall be submitted with the Parkland Dedication or plat.
- (3) Consideration will be given to land that is in the Floodplain or may be considered "floodable" even though not in a federally designated Floodplain if, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities as determined by the Parks Director.
- (4) Off-sets for land located in Floodplains or designated as Greenways (off-road) and Multipurpose pathways (on-road) may be considered up to one hundred percent (100%) credit should the land and development of the Greenway/multi-use pathway be the equivalent of five (5) acres.

- (5) Where feasible, park sites shall be located adjacent to Greenways and/or schools to encourage shared facilities and joint development of new sites.
- (6) Park sites shall be proximate to Residential areas in a manner that serves the greatest number of users and shall be located to minimize users having to cross arterial roadways to access them.
- (7) Where appropriate, sites with existing trees or other scenic elements are preferred.
- (8) Stormwater detention/retention areas may not be used to meet Parkland Dedication requirements, but may be accepted in addition to the Parkland Impact Fee. If accepted as part of the park by the City Administrator or his/her designee, the detention / retention area design must meet the requirements of the Stormwater Management Ordinance and also meet specific parks specifications as determined by the Parks Director. A maintenance agreement shall be developed should existing or newly developed detention/retention areas be included as park.
- (9) Where park sites are adjacent to Greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
- (10) It is desirable that fifty percent (50%) of the perimeter of a park abut a public street.

Sec. 25-419. Warranty Required.

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

- (7) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- (8) If within thirty (30) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.
- (9) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- (10) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

SECTION II. That Appendix A, Comprehensive Fees and Penalties, of the Franklin Municipal Code, is hereby amended to add a new Chapter 25, Parks, to establish fees and off-sets for Parkland Impact Fees, and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit* * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks, citywide.

Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements* * The value of the Off-set that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount <u>Off-sets for Private Parkland Set-aside available for Public Use when in an all access public easement:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the private parkland improvement is a project that is not listed in the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public:</u> Calculated at 25% of the actual cost to construct the private park and recreation amenities submitted by the developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan. Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan.

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

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

SECTION V. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance after its passage on second and final reading, shall take effect on January 1, 2018, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

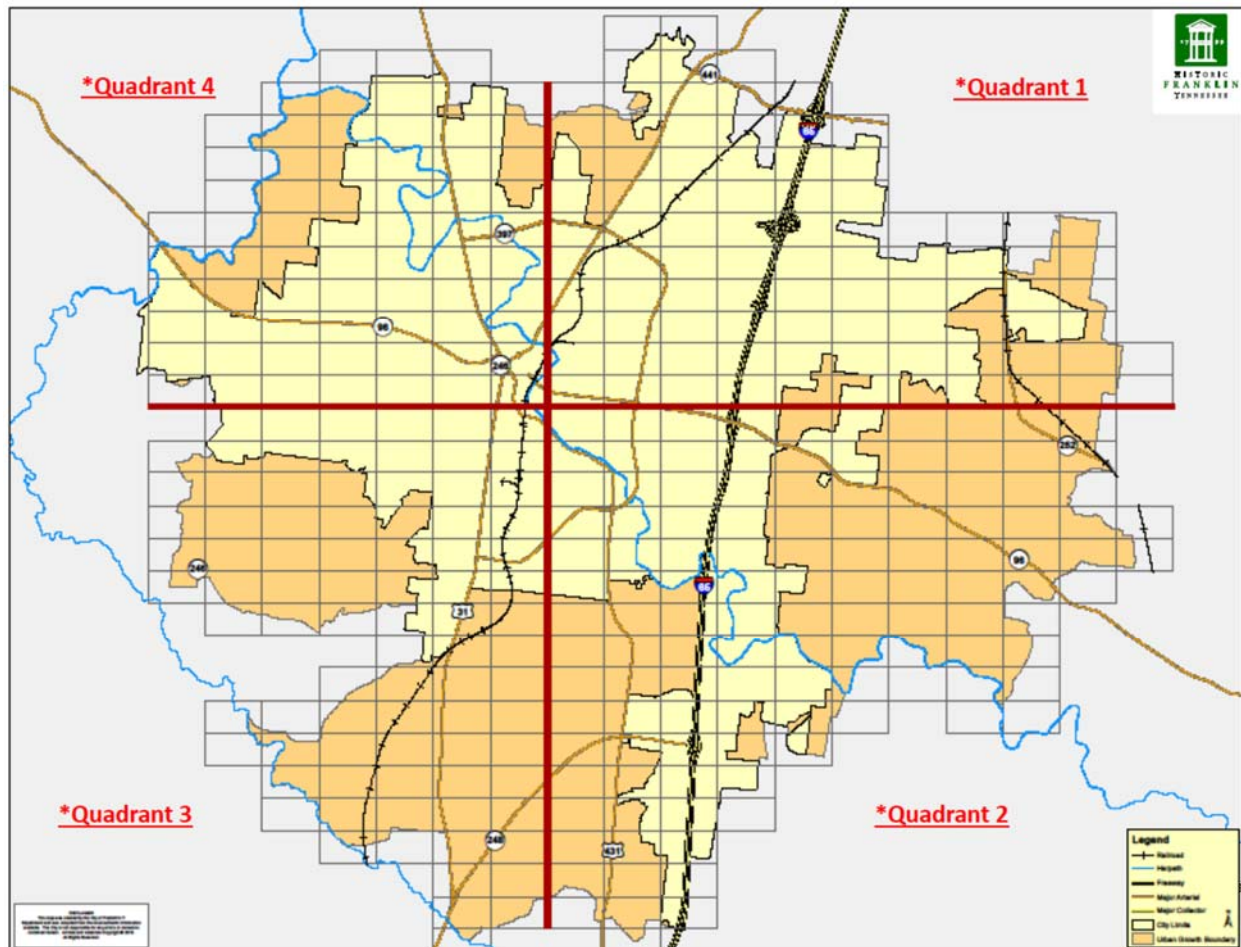
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

Cost of Parkland per Dwelling Unit \$ 895**

** Impact Fee portion calculated using cost of parkland per dwelling unit for land located outside the floodplain

Cost to Develop a 5-acre Neighborhood Park per Dwelling Unit \$ 3,409

PARK QUADRANT MAP



PARK DEVELOPMENT COST

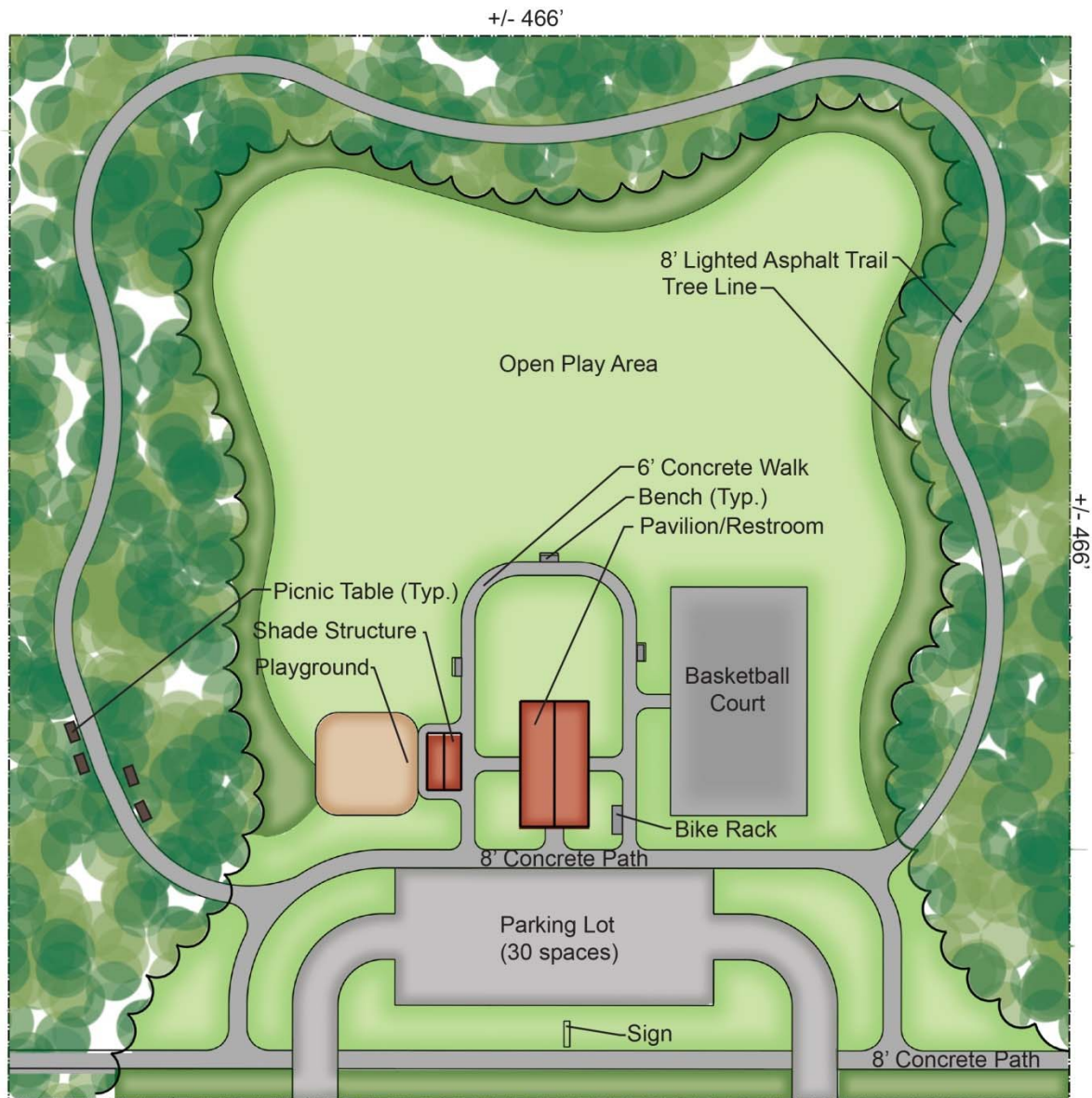
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

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

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

- The site would be reasonably level by Franklin standards such that extensive earthwork would not be necessary and that no rock would be encountered in the excavation.
- Half the site (2.5 acres) would be cleared; it is assumed the site would not have mature trees
- A cut of 3 feet would be needed on $\frac{1}{2}$ the site and a fill of 3 feet would be needed on the other $\frac{1}{2}$ such that earthwork would balance.
- Water and sewer service would be available at the street in front of the park.
- Entry drives and parking area would be curbed; parking lot paved with asphalt.
- Landscape and lawn irrigation would be provided for the site.
- Where possible, quantities were taken off to include in the opinion of cost; when not possible allowances are provided.

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



Franklin Generic Neighborhood Park
Scale: 1:60

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



Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6' Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8' Concrete Sidewalks	6,600	SF	\$6.00	\$39,600.00
8' Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4' Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$55.00	\$66,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$111,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Traeh receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$190,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
			Subtotal	\$850,464.00
			Contractor General Conditions & Mobilization @ 8%	\$68,037.12
			Subtotal	\$918,501.12
			10% Contingency	\$137,775.17
			Subtotal	\$1,056,276.29
			Survey and Design	\$126,753.15
			Design and Construction Total	\$1,183,029.44
Legend				
EA	Each			
LS	Lump Sum			
AL	Allowance			
SF	Square feet			
AC	Acre			

Parkland Impact Fee Ordinance

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Discussion Topics

- Purpose of a Parkland Impact Fee Ordinance
- Summary of Key Components
- Review the Parkland Impact Fee Obligation Formula
- Proposing an Effective Date of January 1, 2018

Purpose of Parkland Impact Fee Ordinance

To ensure new development, upon completion, will incorporate its proportionate share of parkland and recreational type of public amenities and/or, provide the resources (impact fees) needed to maintain the existing level of parkland and recreational type of public amenities currently available to our citizens.

A solid blue horizontal bar spanning the width of the slide, located at the bottom.

Summary of Key Components

- Land Value – per acre
 - ✓ *\$ 62,121 Outside the Floodplain*
 - ✓ *\$ 45,747 Inside the Floodplain*

- Portion of Parkland Impact Fee for Community Parks
 - ✓ *25% of Parkland Impact Fee Obligation shall be dedicated for the acquisition and improvement of Community Parks, city-wide.*
 - ✓ *Exception...when a developer dedicates land and improves a 5 acre Neighborhood Park, a 100% off-set is allowed.*

- Portion of Parkland Impact Fee for Neighborhood Parks
 - ✓ *75% of Parkland Impact Fee Obligation shall be used to acquire land and improve Neighborhood Parks within the same quadrant where the development is located.*

- Incentive for Developers to Include Public and/or Private Parks and Multi-Use Trails into Development Plans
 - ✓ *Off-Set to Parkland Impact Fee Obligation after Contribution to Community Parks.*
 - ✓ *Up to 25% Off-Set allowed for Private Amenities (Example: Gated Swimming Pool)*

Numbers in red reflect updated information

PARKLAND IMPACT FEE AND PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE FORMULAS
(For Illustrative Purposes Only)

	2015	2017
y of Franklin Population	67,502	70,908
al Acres of <u>Non-Historic Parkland</u> , - and Off-Road Linear Parks (Trails)	378.66	
s Private Pools (~47 Acres)	47.00	
al Acres of <u>Non-Historic Parkland</u> , - and Off-Road Linear Parks (Trails) and Private Pools (~47 Acres)	425.66	

*There are Two Parts in Determining the Total Parkland Impact Fee and Parkland
Dedication Obligation...Land and Development (i.e. Improvements)*

Part 1 - Land Outside of Floodplain

Level of Service (Population/Acres of Parks)

$$67,502 / 425.66 =$$

158.58 People per Acre of Parks

$$70,908 / 425.66 =$$

166.58 People per Acre of Parks

People per Dwelling Unit

2.4

Service Level (People per Acre/People per DU)

$$158.58 / 2.4 =$$

66.08 Dwelling Units per Acre

$$166.58 / 2.4 =$$

69.41

Cost of 1 Acre of Land (2015)

\$ 52,548

Cost of 1 Acre of Land (2017)

\$ 62,121

Cost for Park Land per DU (Cost/DUs)

$$\text{\$ } 52,548 / 66.08 \text{ DUs} =$$

\\$ 795 per Dwelling Unit

$$\text{\$ } 62,121 / 69.41 \text{ DUs} =$$

\\$ 895 per Dwelling Unit

Part 2 - Park Development Formula

5 Acre Neighborhood Park Development Cost \$ 1,183,029

Number of Dwelling Units Served by a 5 Acre Neighborhood Park

(Dwelling Units per Acre x 5 Acres)

66.08 DUs x 5 Acres =

330.40 Dwelling Units

69.41 DUs x 5 Acres =

347.05 Dwelling Units

Cost to develop a 5 Acre Neighborhood Park per Dwelling Unit

(Neighborhood Park Development Cost / DUs)

\$1,183,029 / 330.40 DUs =

\$ 3,581 per Dwelling Unit

\$1,183,029 / 347.05 DUs =

\$ 3,409 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - EXISTING

	<u>Land Outside of Floodplain</u>
Parkland Dedication Portion	\$ 795 per Dwelling Unit
Park Development Portion	<u>\$ 3,581 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,376 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT - 2018

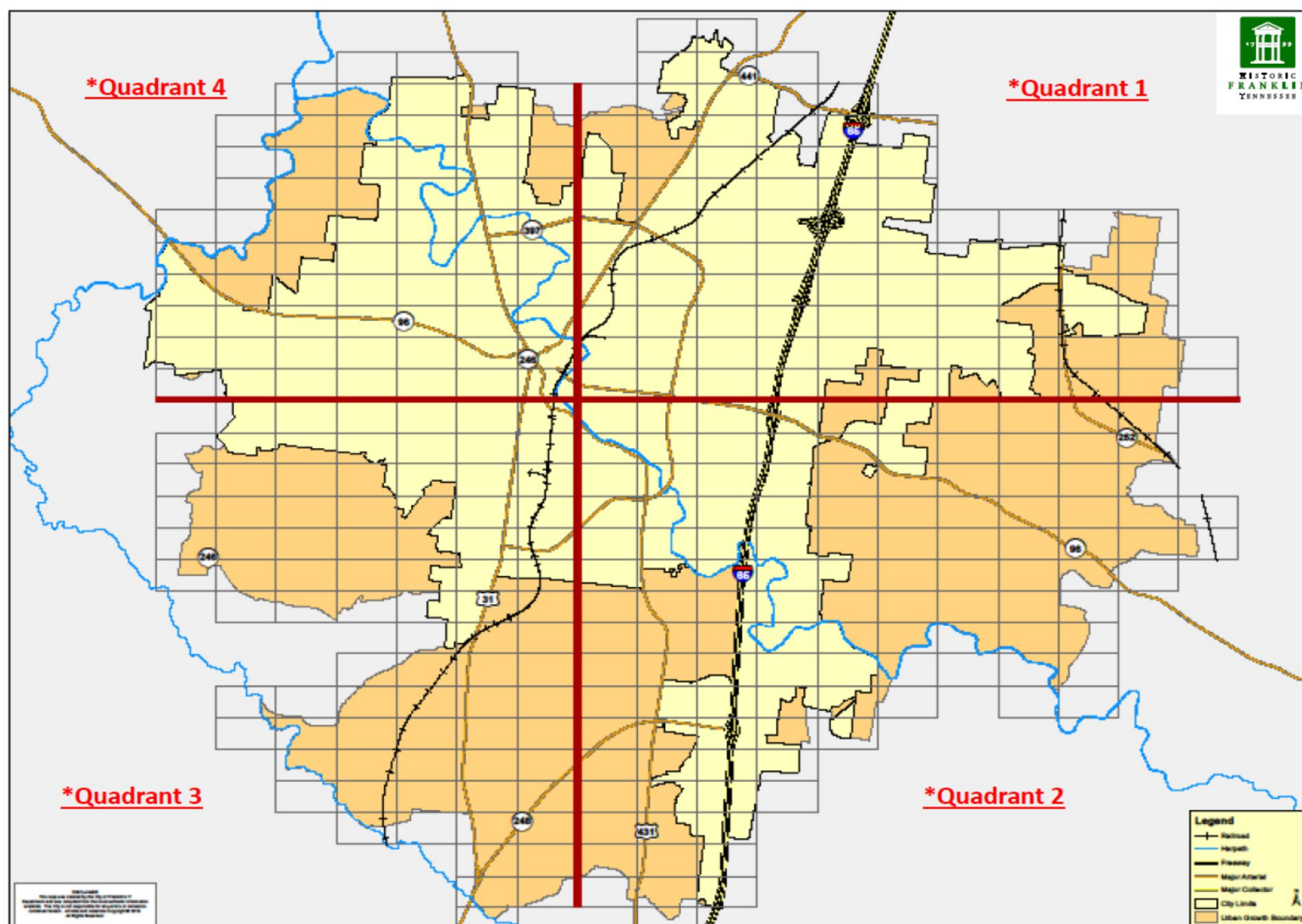
	<u>Land Outside of Floodplain</u>
Parkland Dedication Portion	\$ 895 per Dwelling Unit
Park Development Portion	<u>\$ 3,409 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,304 per Dwelling Unit

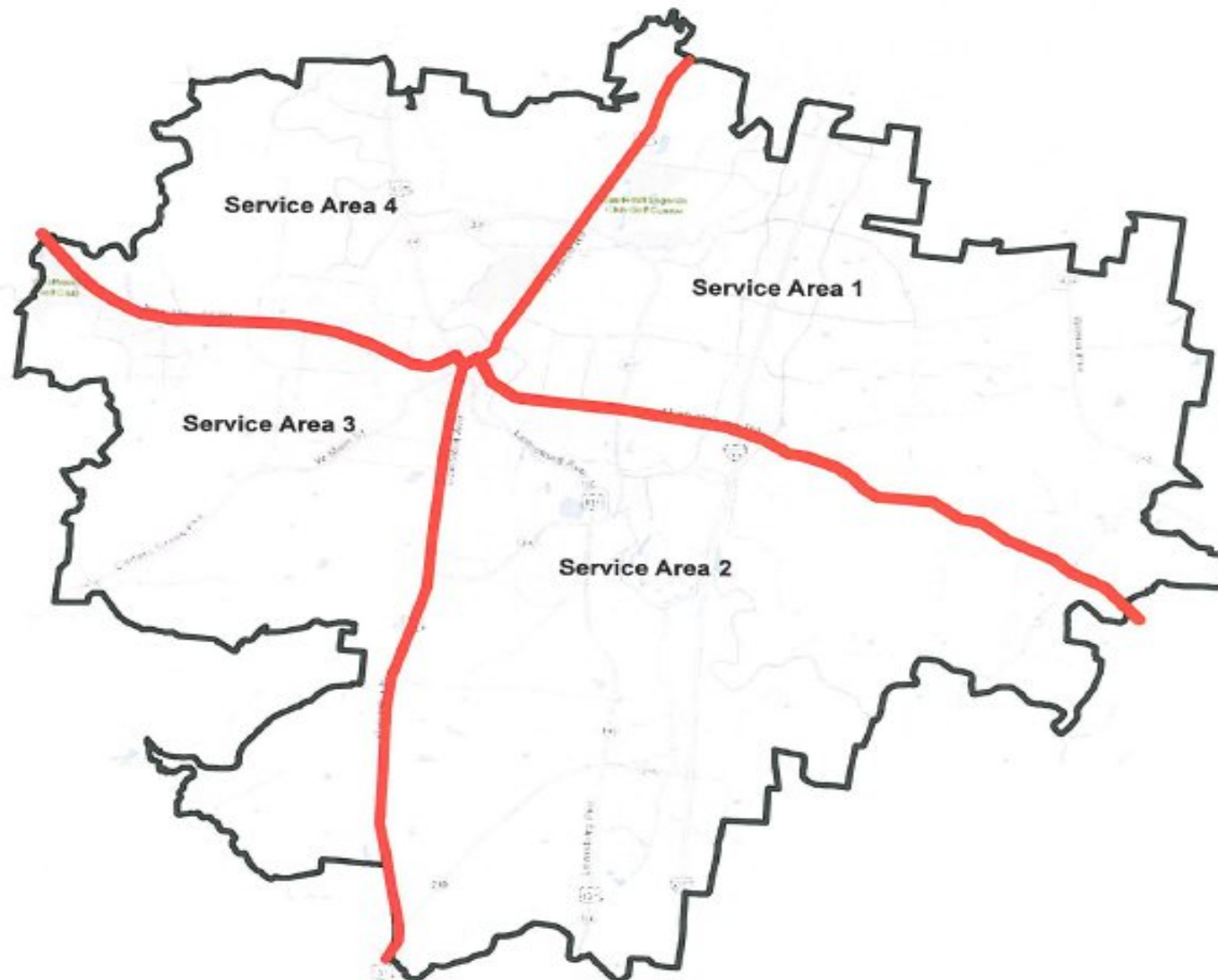
EXAMPLE PARKLAND IMPACT FEE CALCULATION

Proposed Development:	10 Dwelling Units (DUs)
	Developer proposes to dedicate 0.25-acre of land, located outside of the floodplain, to construct a multi-use trail segment shown on the Comprehensive Parks Master Plan.
Parkland Impact Fee (PIF) Obligation:	\$ 43,040 <i>(10 DUs x \$4,304)</i>
and < 5 acres requires 25% PIF payment:	- \$ 10,760 paid to citywide fund for Community Parks
Leaving 75% of PIF Eligible for Off-Sets:	\$ 32,280 <i>(Amount of PIF eligible to receive off-sets)</i>
Cost of Parkland Dedication In Lieu of PIF Off-Set:	- \$ 15,530 <i>(0.25 acre x \$62,121)</i>
Cost of Parkland Construction In Lieu of PIF Off-Set:	- \$ 10,000 <i>(Based on actual documented cost of proposed improvement)</i>
Remaining PIF Obligation to go to Quadrant:	\$ 6,750 <i>(\$32,280 - \$25,530 = \$6,750)</i>

EXAMPLE PARKLAND IMPACT FEE CALCULATION FOR A PRIVATE AMENITY

Proposed Development:	50 Dwelling Units (DUs) Developer proposes to dedicate 1.00 - acre of land, located outside of the floodplain, and construct a gated, private swimming pool and clubhouse of which cost \$100,000 <i>(Based on documented cost of proposed improvement).</i>
Total Parkland Impact Fee (PIF) Obligation:	\$215,200 <i>(50 DUs x \$4,304)</i>
Parkland < 5 acres requires 25% PIF payment:	\$53,800 paid to citywide fund for Community Parks
Remaining 75% of PIF Eligible for Off-sets:	\$161,400
Value of Parkland Dedication In Lieu of PIF Off-set:	\$15,530 <i>(1.00 acre = \$62,121 x .25 = \$ 15,530)</i>
Value of Parkland Construction In Lieu of PIF Off-set:	\$25,000 <i>(\$100,000 x .25 = \$25,000 Based on documented cost of proposed improvement)</i>
Calculation of Remaining PIF Obligation:	\$161,400 (Amount of PIF eligible to receive off-set) - \$ 40,530 (Total Off-set = \$15,530 Parkland + \$25,000)
Remaining PIF Obligation to go to Quadrant:	\$ 120,870





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

Generic Concept Plan for 5 Acre Park

April, 2015

BWSC BANKS
WILSON &
SCHWARTZ, INC.

Description	Qty.	Unit	Unit Price	Total
Site Preparation				
Clearing & Grubbing	2.5	AC	\$1,500.00	\$3,750.00
Earthwork - Excavation	6,050	CY	\$6.00	\$36,300.00
Erosion Control	1	AL	\$10,000.00	\$10,000.00
Subtotal Site Preparation				\$50,050.00
Pavement				
Standard Duty Asphalt - Entry Drive and 30 Space Parking Lot	1,528	SY	\$17.50	\$26,740.00
Aggregate	1,528	SY	\$10.50	\$16,044.00
Pavement Markings	1	AL	\$2,000.00	\$2,000.00
Concrete Extruded Curb	752	LF	\$8.00	\$6,016.00
Traffic/Parking Signage	1	LS	\$1,000.00	\$1,000.00
6" Concrete Sidewalks	400	SF	\$6.00	\$2,400.00
8" Concrete Sidewalks	6,800	SF	\$6.00	\$39,600.00
8" Asphalt Trail	1,066	SY	\$24.00	\$25,584.00
Subtotal Pavement				\$119,384.00
Water				
4" DIP Domestic Water Pipe	120	LF	\$25.00	\$3,000.00
Water Meter	1	EA	\$2,000.00	\$2,000.00
Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
Backflow Preventer	2	EA	\$4,000.00	\$8,000.00
Hot Box	1	AL	\$4,000.00	\$4,000.00
Subtotal Water				\$23,500.00
Sanitary Sewer				
6" PVC Sanitary Line	120	LF	\$35.00	\$4,200.00
4" Dia. Sanitary Manhole	1	EA	\$6,000.00	\$6,000.00
Cleanout	1	EA	\$50.00	\$50.00
Subtotal Sanitary Sewer				\$10,250.00
Storm Water				
18" RCP	200	LF	\$100.00	\$20,000.00
Catch Basins	2	EA	\$3,000.00	\$6,000.00
Headwalls	2	EA	\$2,800.00	\$5,600.00
Subtotal Storm Water				\$31,600.00
Site Lighting & Electrical				
Parking Lot Lights - Single Head	4	EA	\$5,950.00	\$23,800.00
Asphalt Walking Trail Lighting at 50' on center	24	EA	\$4,000.00	\$96,000.00
Area Lighting Single Head	4	EA	\$4,000.00	\$16,000.00
1" PVC Conduit	2,000	LF	\$15.50	\$31,000.00
Wire	8,000	LF	\$5.90	\$47,200.00
Site Electrical Distribution	1	LS	\$10,000.00	\$10,000.00
Subtotal Site Lighting & Electrical				\$224,000.00
Buildings/Structures				
30' x 40' Pavilion With Slab	1,200	SF	\$85.00	\$96,000.00
Restroom attached to Pavilion	300	SF	\$150.00	\$45,000.00
Subtotal Buildings/Structures				\$141,000.00
Site Amenities				
Playground With Rubberized Surface	1	LS	\$100,000.00	\$100,000.00
Playground Seating Shade Cover	1	AL	\$15,000.00	\$15,000.00
Basketball court	1	AL	\$40,000.00	\$40,000.00
Benches With Pad	6	EA	\$1,500.00	\$9,000.00
Trash Receptacles	3	EA	\$1,200.00	\$3,600.00
Drinking Fountain	1	EA	\$5,000.00	\$5,000.00
Picnic Tables, Grill, Trash receptacle	4	EA	\$4,000.00	\$16,000.00
Bike Rack	1	EA	\$1,500.00	\$1,500.00
Subtotal Site Amenities				\$196,100.00
Landscaping				
Canopy Trees	40	EA	\$400.00	\$16,000.00
Ornamental Trees	20	EA	\$250.00	\$5,000.00
Shrubs	170	EA	\$24.00	\$4,080.00
Groundcover	100	EA	\$10.00	\$1,000.00
Seed	3	AC	\$4,800.00	\$12,000.00
Irrigation	100,000	SF	\$0.50	\$50,000.00
Subtotal Miscellaneous				\$88,080.00
Miscellaneous				
Park Sign	1	AL	\$2,500.00	\$2,500.00
Subtotal Miscellaneous				\$2,500.00
				Subtotal \$850,464.00
				Contractor General Conditions & Mobilization @ 8% \$68,037.12
				Subtotal \$918,501.12
				10% Contingency \$137,775.17
				Subtotal \$1,056,276.29
				Survey and Design \$126,755.15
				Design and Construction Total \$1,183,031.44

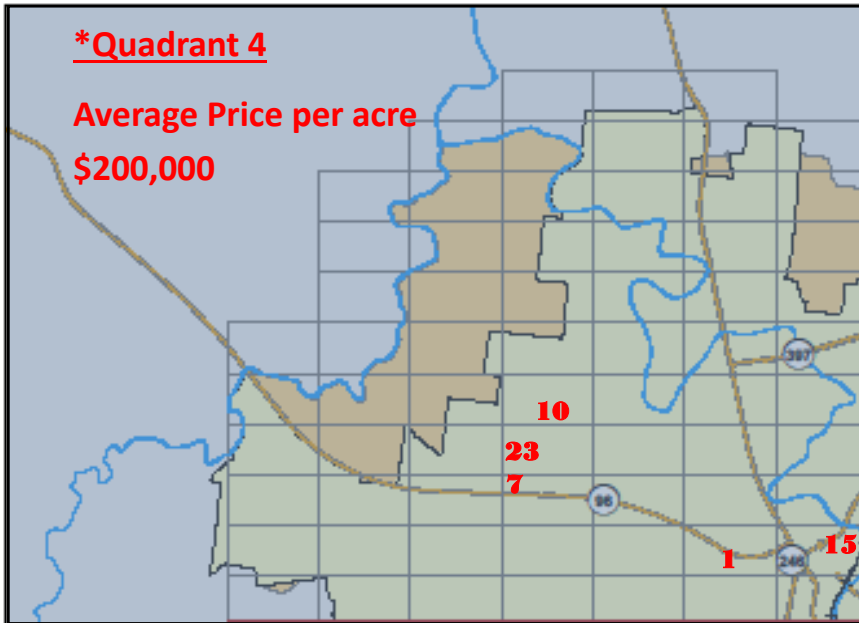
Legend

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



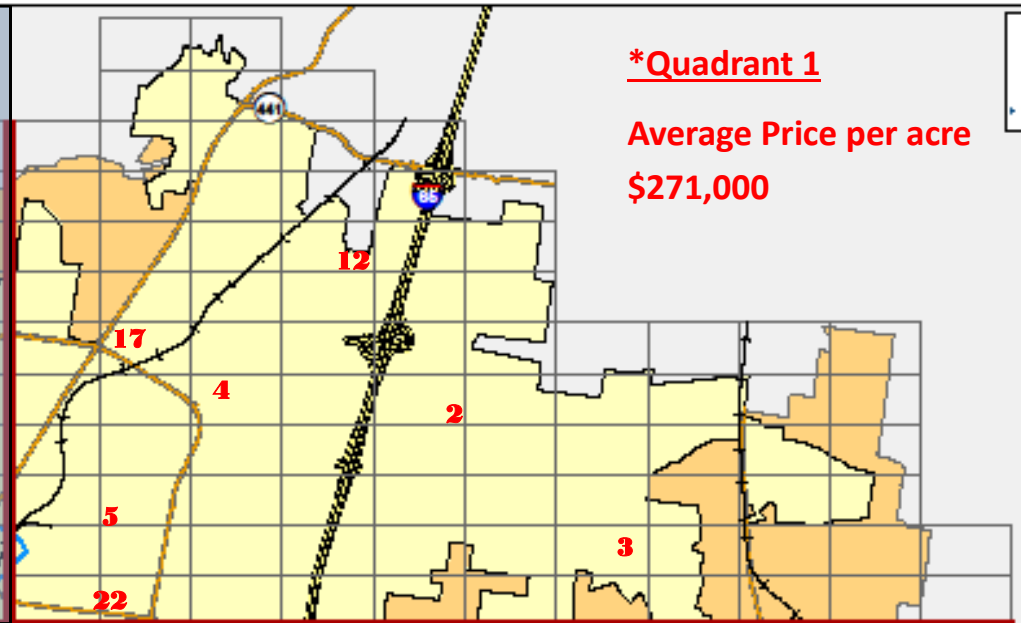
***Quadrant 4**

Average Price per acre
\$200,000



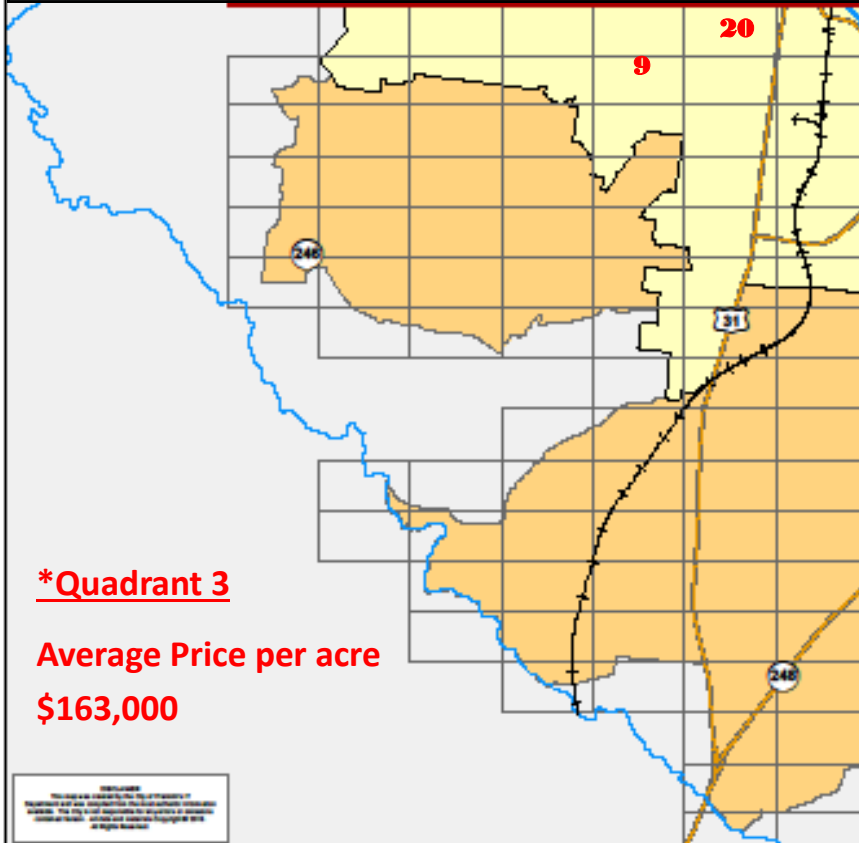
***Quadrant 1**

Average Price per acre
\$271,000



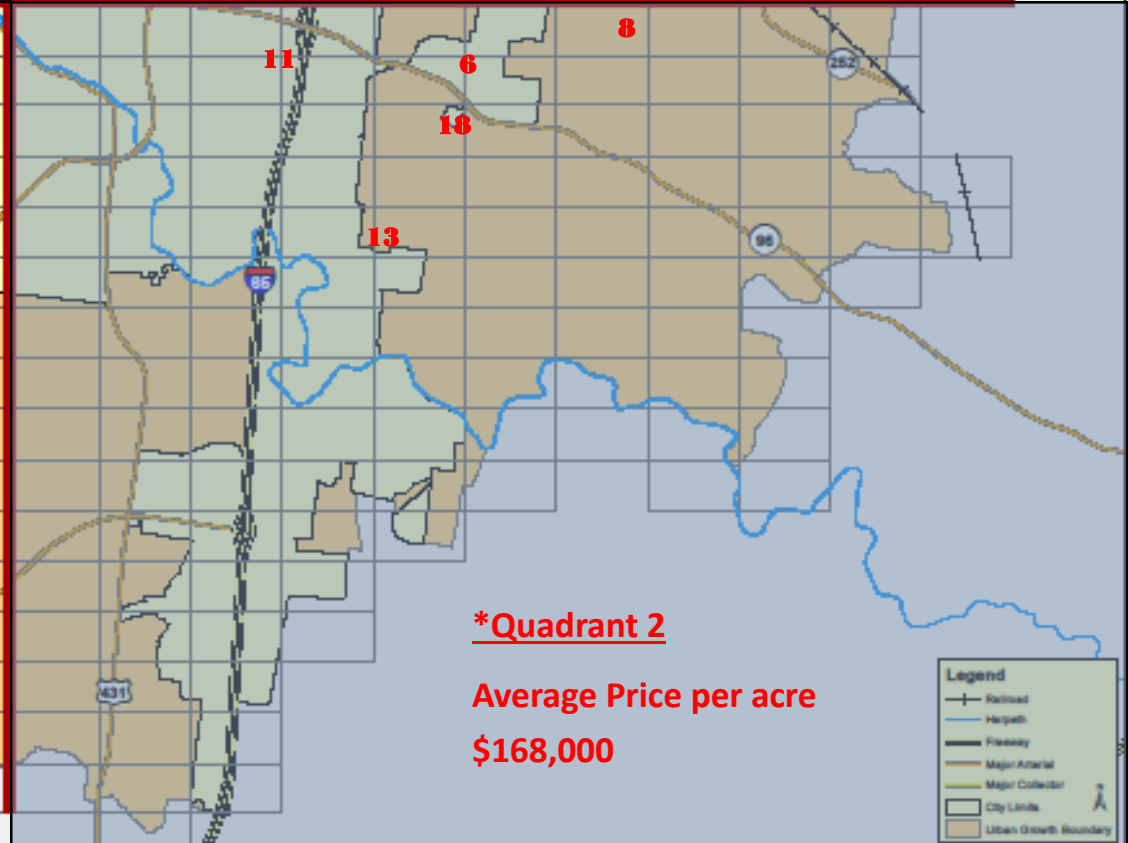
***Quadrant 3**

Average Price per acre
\$163,000



***Quadrant 2**

Average Price per acre
\$168,000



DISCLAIMER
This map was prepared for the City of Houston
and is not intended to be used for any other purpose.
The City of Houston is not responsible for any errors or
omissions that may appear in this map. The City of Houston
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Parkland Fees Collected, Projected and Issued Last Updated 5-1-18 Budget Code (155-32750-00000)											
	COF #	Development	Address of Development	Direction	Unit Count	Footage	price per ft	Address of Owner/Developer	Quad	Date Received	Amount
1	#2569	Vandalia Cottages Resource PUD	New Hwy 96 across from t	FEES-IN-LIEU	17 unit cottages	20,400sf	\$3.39	Bristol Development Group 325 Seaboard Ln suite 190	4	check received 10-21-13	\$69,067.00
2	#2546	Subdivision-Circle at Resource Cent. Apt	Carothers Pky	FEES-IN-LIEU	252 multi-family ur	172,200sf	\$5.73	Crescent commnities.com Crescent communities, lilac 227 West Trade Street Ste1000, Charlotte, NC 28202	1	check received 6-19-13	\$986,706.00
3	#2704	Amelia Park section 1	4121 Clovercroft rd	FEES-IN-LIEU	150 units	55,800sf	0.92	Owner Reunion, LLC 515 Church st Franklin TN 37064--615-627-5028--Marshall	1	check received 1-14-14	\$51,336.00
4	#2918	Artessa	1034-1035 Windcross cour	FEES-IN-LIEU	250 units	171,000sf	\$6.13	Embrey Partners 1020 ne Loop 410, sut 700 San Antonio, TX 78209--Brad Knolle---	1	check received 4-7-2014	\$1,048,008.00
5	#2916	Ralston Row	Ralston lane 121&123	FEES-IN-LIEU	13 units	15,600sf	\$3.19	Tim Thompson-Crossfire Development 121 first ave s suite 210, Franklin	1	check received 4-9-14	\$49,762.00
6	#4523	Fountains of Franklin	4100 Murfreesboro rd	FEES-IN-LIEU	30 units	36,000	\$2.09	GoodWorks Unlimited LLC 2202 Jefferson Ct. Franklin tn.37064	2	check received 4-10-14	\$75,240.00
7	#4535	Morning Point/Franklin Christian Academy	1720 New Hwy 96	FEES-IN-LIEU OF WILL	trail connection alost long at 12fo		\$108.77ft	Harpeth Medical Investors llc PO Box 813,Ooltewah,TN 37363	4	check received 7-25-14	\$66,240.00
8	#4547	Tap Root	4101 CloverCroft Rd	FEES-IN-LIEU	139 units	104,400 sf	\$1.32	Patterson Company,LLC 321 Billingsly Court suite 19 Franklin Tn,37067	2	INVOICED 12-15-14 \$137,454 check received 8-17-16 ONESTOP	\$137,454.00
9	#4730	Rucker Park	West Main & Rucker ave	FEES-IN-LIEU	30 units	36,000sf	\$2.45	John Franks 1406 Colman Rd Fr Tn 37064 RBF investments llc. PO box 1644	3	check received 2-11-15	\$88,200.00
10	#2960	Blossom Park	Del Rio Pike	FEES-IN-LIEU	21 units	31,200sf	\$1.84	Land Management, Bill Charles 357 Riverside Drive suite 210 Fr tn, 37064	4	check received 2-19-15	\$57,408.00
11	#5766	Somerby Watson Glen Sub	870 Oak Meadow Dr	FEES-IN-LIEU	207 units	1402,600sf	\$3.86	Dominion Senior Living of Franklin,LLC Dave Rogers,1200 Corporate Dr. Birmingham Al,	2	check received 7-28-15	\$395,640.00
12	#5892	Nichol Mill Lofts	427 Nichol Mill Lane	FEES-IN-LIEU	361 units	237,600sf	\$5.70	NAP Nichol Mill LLC Northern American Properties llc 264 19th Suite 2200 Atlanta GA 30363	1	check received 11-20-2015 \$1,355,000.00 check received 1-4-2016-123,305.00	\$1,478,305.00
13	#2500(2877	Simmons Ridge	4408 South Carothers	150,038sf of trail will be constructed on site. Remaining 22,162sf will be paid as Fees-in-lieu.	252 units	22,162sf	\$2.22	Simmons Ridge,LLC Mr. Jimmy Franks 245 Noah Drive, Franklin Tn 37064	2	check received 4-13-16	\$49,199.64
14	#6191	Avenida of Cool Springs	222 Malory Station Rd	FEES-IN-LIEU	142 units	106,200sf	\$6.22	Avenida Partners 130 Newport Center Driver Suite 220 Newport Beach, California 92600	1	not invoiced yet	\$660,564.00
15	#6356	Harpeth Square	112 2nd ave N	FEES-IN-LIEU OF WILL B	150 units	111,000sf	\$4.59 Max Quad	Harpeth Apartment Assoc. 198 east Main St. Franklin Tn. 37064	4	invoiced 9-7-17 Check received 10-17-17	\$509,641.88
16	#6394	Standard at Cool Springs	1222 Liberty Pike	FEES-IN-LIEU	359 units	236,400sf	\$6.22 Max Quad	SS Knoll Top LLC 501 Corporate Cnt Dr Suite 315 Franklin Tn 37067	1	Invoiced 1-22-18	\$1,470,408.00
17	#6194	Iron Horse	145 Legends Club LN	FEES-IN-LIEU	270 units	183,000sf	\$6.22 Max Quad	Iron Horse Park LLC 138 2nd ave N#202 Nashville, TN 37201	1	received payment 4-19-18	\$1,138,260.00
18	#6496	Rucker Park addition	117 Rucker ave	FEES-IN-LIEU	addition of 6units	6,000sf	\$3.74Max Quad	John Franks 1406 Colman Rd Fr Tn 37064 RBF investments llc. PO box	3	Invoiced 3-14-18	\$24,684.00
19	#6741	Bushnell	1495 Lewisburg pike	FEES-IN-LIEU	20 units	24,000sf	\$1.03	Tyler Ring, Stream Valley Franklin Partners, LLC PO BOX 314, Franklin Tn,3765 P. 615-305-1033--John Haas	2	not invoiced yet	\$24,720.00
20	#5941	Villages West Main	1319 West Main	FEES-IN-LIEU	30 units	36000sf	3.74 Max Quad	CHP/Williamson Co. inc 129 West Fowlkes St. Suite 124 Steve Murray 615-790-5556	3	check received 1-19-18	\$134,710.74
21				1st Purchase installment for new park in Quad 2					2	12-20-2017 Payment for Lockwood/Nichols Bend/Robinson Lake Property	-\$500,000.00
22	#6597	Wynfield Village	821 Murfreesboro rd	FEES-IN-LIEU	11 units	13,200sf	\$3.81 Max Quad	Jordan Clark, Barlow Builders 1804 Williamson Court 107,	1	Check received	\$50,292.00
23	#6595	Cardell Village	1040 Carlisle Ln	FEES-IN-LIEU	18 units	21,600sf	\$3.09	Greg Terry 615-883-2918 Gregt.ita@comcast.net 198	4	Check received 5-1-18	\$66,744.00
24	#6559	Colletta Park	Murfreesboro rd/4344 South Carothers rd.	FEES-IN-LIEU	199 units	140,400sf	\$3.86 Max Quad	Greg Gamble Owner-R.Glenn Adams PO box 680098	2	not invoiced yet	\$541,944.00
25	#6582	Fox Glove/Moss	4360 Long Lane	FEES-IN-LIEU	30 units	36,000sf	\$3.86 Max Quad	Greg Gamble 615-975-5765William Barry Moss 4360	2	not invoiced yet	\$138,960.00
26	#6596	Wards Mill	3206 Boyd Mill	FEES-IN-LIEU	18 units	21,600sf	\$2.43	Greg Gamble, Lindsay Butler Trace Const.	4	not invoiced yet sent to Finance approved	\$52,488.00
27	#6599	Arlington West Main	725 West Main	FEES-IN-LIEU	10 units	12,000sf	\$4.59 Max Quad	Mat Taylor, Berne Butler D9 Arlington LLC	4	not invoiced yet	\$55,080.00
28	#6618	October Park	1100 Ridgeway dr	FEES-IN-LIEU	19 units	22,800sf	\$3.86 Max Quad	Leigh Shepherd RSG LLC POBox 966 Columbia TN 38402	2	Check received 3-26-18	\$88,008.00
29	#6302	Avondale Cottages	302 Avondale dr	FEES-IN-LIEU	40 units	45,000sf	\$3.74 Max Quad	Adam Crunk William Mayo POBox 761, Franklin,tn37065	3	not invoiced yet	\$168,300.00
30	#6495	Jordan Road PUD	622 Jordan rd	FEES-IN-LIEU	10 units	12,000sf	\$6.22 Max Quad	Greg Gamble, Steven Colier 622 Jordan rd	1	not invoiced yet	\$74,640.00
31	#6617	Chickasaw Dev	1101 Shawnee dr	FEES-IN-LIEU	48 units	49,800sf	\$4.59 Max Quad	Derwin Jackson Franklin Housing Authority 200 Spring	4	not invoiced yet	\$228,582.00
32	6659	Riverbluff	1093 Lewisburg pk	FEES and Easments	80 units-easements	27,793sf	\$3.86 Max Quad	Park Trust Development 8119 Isabella suite 105 Brentwood,	2	not invoiced yet	\$107,280.98
											\$9,587,873.24

* Green indicates that fees have been paid or collected

* Blue indicates future monies to be applied or in progress at Max Quad Price range

Max Quad prices are used until owner/developer has submit an up-to-date Appraisal to adjust value of the property

* Orange indicates monies that have been used or applied to a project approved by BOMA or Administration

Max Quad Price fee stucture:

Quad 1-\$271,000 per acre=\$6.22 per square foot

Quad 2-\$168,000 per acre=\$3.86 per square foot

Quad 3-\$163,000 per acre=\$3.74 per square foot

Quad 4-\$200,000 per acre=\$4.59 per square foot

Parkland Fees Collected and Issued Last updated 5-1-18 Budget Code (155-32750-00000)											
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1	#2569	Vandalia Cottages	New Hwy 96 across from t	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND	17 unit cottages	20,400sf	\$3.39	Bristol Development Group 325 Seaboard Ln suite 190	4	check received 10-21-13	\$69,067.00
2	#2546	Resource PUD Subd	Carothers Pky	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	252 multi-family un	172,200sf	\$5.73	Crescent commnities.com Crescent communities, lilac 227 West Trade Street Ste1000 Charlotte NC 28202	1	check received 6-19-13	\$986,706.00
3	#2704	Amelia Park section	4121 Clovercroft rd	PARKLAND DEDICATION FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND	150 units	55,800sf	0.92	Owner Reunion, LLC 515 Church st Franklin TN 37064-- 615-627-5088 Marshall	1	check received 1-14-14	\$51,336.00
4	#2918	Artessa	1034-1035 Windcross cour	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	250 units	171,000sf	\$6.13	Embrey Partners 1020 ne Loop 410, sut 700 San Antonio, TX 78209--Brad Knolle---	1	check received 4-7-2014	\$1,048,008.00
5	#2916	Ralston Row	Ralston lane 121&123	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	13 units	15,600sf	\$3.19	Tim Thompson- Crossfire Development 121 first ave s suite 210, Franklin	1	check received 4-9-14	\$49,762.00
6	#4523	Fountains of Frankl	4100 Murfreesboro rd	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	30 units	36,000	\$2.09	GoodWorks Unlimited LLC 2202 Jefferson Ct. Franklin tn.37064	2	check received 4-10-14	\$75,240.00
7	#4535	Morning Point/Franklin Christian Academy	1720 New Hwy 96	FEES-IN-LIEU OF WILL BE PAID FOR Greenway Trail system along 96w	trail connection along 96w	609feet long at 12foot wide	\$108.77ft	Harpeth Medical Investors llc PO Box 813,Ooltewah,TN 37363	4	check received 7-25-14	\$66,240.00
8	#4547	Tap Root	4101 CloverCroft Rd	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	139 units	104,400 sf	\$1.32	Patterson Company,LLC 321 Billingsly Court suite 19 Franklin Tn,37067	2	INVOICED 12-15-14 \$137,454 check received 8-17-16 ONESTOP	\$137,454.00
9	#4730	Rucker Park	West Main & Rucker ave	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	30 units	36,000sf	\$2.45	John Franks 1406 Colman Rd Fr Tn 37064 RBF investments llc. PO box 1644	3	check received 2-11-15	\$88,200.00
10	#2960	Blossom Park	Del Rio Pike	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	21 units	31,200sf	\$1.84	Land Management, Bill Charles 357 Riverside Drive suite 210 Fr tn, 37064	4	check received 2-19-15	\$57,408.00
11	#5766	Somerby Watson Glen Sub	870 Oak Meadow Dr	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	207 units	1402,600sf	\$3.86	Dominion Senior Living of Franklin,LLC Dave Rogers,1200 Corporate Dr. Birmingham Al,	2	check received 7-28-15	\$395,640.00
12	#5892	Nichol Mill Lofts	427 Nichol Mill Lane	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	361 units	237,600sf	\$5.70	NAP Nichol Mill LLC Northern American Properties llc 264 19th Suite 2200 Atlanta GA 30363	1	check received 11-20-2015 \$1,355,000.00 check received 1-4-2016- 123,305.00	\$1,478,305.00
13	#2500(2877	Simmons Ridge	4408 South Carothers	150,038sf of trail will be constructed on site. Remaining 22,162sf will be paid as Fees-in-lieu.	252 units	22,162sf	\$2.22	Simmons Ridge,LLC Mr. Jimmy Franks 245 Noah Drive, Franklin Tn 37064	2	check received 4-13-16	\$49,199.64
15	#6356	Harpeth Square	112 2nd ave N	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	150 units	111,000sf	\$4.591368 Max Quad 4	Harpeth Apartment Assoc. 198 east Main St. Franklin Tn. 37064	4	invoiced 9-7-17 Check received 10-17-17	\$509,641.88
17	#6194	Iron Horse	145 Legends Club LN	FEES-IN-LIEU	270 units	183,000sf	\$6.22 Max Quad	Iron Horse Park LLC 138 2nd ave N#202 Nashville, TN 37201	1	received payment 4-19-18	\$1,138,260.00
20	#5941	Villages West Main	1319 West Main	FEES-IN-LIEU OF WILL BE PAID FOR THE PARKLAND DEDICATION.	30 units	36,000sf	\$3.74 Max Quad 3	CHP/Williamson Co. inc 129 West Fowlkes St. Suite 124 Steve Murray 615-790-5556	3	Check Received 1-19-18	\$134,710.74
21				1st Purchase installment for new park in Quad 2					2	12-20-2017 Payment for Lockwood/Nichols Bend/Robinson Lake Property	-\$500,000.00
22	#6597	Wynfield Village	821 Murfreesboro rd	FEES-IN-LIEU	11 units	13,200sf	\$3.81 Max Quad	Jordan Clark, Barlow Builders 1804 Williamson Court 107, Greg Terry 615-883-2918	1	Check received	\$50,292.00
23	#6595	Cardell Village	1040 Carlisle Ln	FEES-IN-LIEU	18 units	21,600sf	\$3.09	Gregt.jta@comcast.net 198	4	Check received 5-1-18	\$66,744.00
28	#6618	October Park	1100 Ridgeway dr	FEES-IN-LIEU	19 units	22,800sf	\$3.86 Max Quad	Leigh Shepherd RSG LLC POBox 966 Columbia TN 38402	2	Check received 3-26-18	\$88,008.00
											\$6,040,222.26

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Max Quad Price fee stucture:
Quad 1-\$271,000 per acre=\$6.22 per square foot
Quad 2-\$168,000 per acre=\$3.86 per square foot
Quad 3-\$163,000 per acre=\$3.74 per square foot
Quad 4-\$200,000 per acre=\$4.59 per square foot

Collected and Projected Quadrants amounts
updated 4-5-18

Quadrants	Number		Collected		Projected to come
Quad	1		\$4,802,669.00		\$2,205,612.00
Quad	2		\$245,541.64		\$812,904.98
Quad	3		\$222,910.74		\$192,984.00
Quad	4		\$769,100.88		\$336,150.00
Sub Totals			\$6,040,222.26		\$3,547,650.98

Fees for the Satandard At Cool Springs and Iron Horse are in Projeted amounts shown

\$500,000 removed from Collected for Robinson Lake purchse

Grand Total	\$9,587,873.24
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Quadrants by Acreage and Categories--RED is County owned

Quadrant 1	Acreage	Category	City or County Owned
Aspen Grove Park	19	Neighborhood	City
Dry Branch Wetlands	5.9	Preserves	City
Fort Granger	15	Historic	City
Harlinsdale Farm	85	Signature	City
Liberty Park	83.3	Community	City
204 Old Liberty Park	0.5	Neighborhood	City-Former Flood Prop
Pinkerton Park	27.9	Community	City
Ropers Knob	58.7	Historic	City
Total Quadrant 1	295.3		
Quadrant 2	Acreage	Category	City or County Owned
Eastern Flank Battlefield	113.3	Historic	City
Total Quadrant 2	113.3		
Quadrant 3	Acreage	Category	City or County Owned
Assault on Cotton Gin Park	0.5	Historic	City
Collins Farm	3.2	Historic	City
Eastern Flank Battlefield	1.2	Historic	City
1140 Thompson Alley	0.15	Neighborhood	City-Former Flood Prop
Winstead Hill	72.5	Historic	City
Academy Park	7.7	Neighborhood	County Park
Strahl Street Park	0.7	Neighborhood	County Park
Total Quadrant 3	85.95		
Quadrant 4	Acreage	Category	City or County Owned
Bicentennial Park	16.2	Community	City
City Cemetery	1.8	Historic	City
Del Rio Park	1.1	Neighborhood	City
Fieldstone Park	37	Special Use	City
Harlinsdale Farm	114	Signature	City
Jim Warren Park	87	Community	City
Pinkerton Park	4	Community	City
Resthaven Cemetery	4.2	Historic	City
Franklin Recreation/Judge Fulton Greer	33.8	Community	County Owned
Cheek Park	26.04	Community	County Owned
Robert A. Ring Soccer Complex	91.59	Special Use	County Owned
Judge Fulton Greer Park	20.03	Special Use	County Owned
Total Quadrant 4	436.76		

Quadrants by Acreage and Categories-RED County not included

Quadrant 1	Acreage	Category	City or County Owned
Aspen Grove Park	19	Neighborhood	City
Dry Branch Wetlands	5.9	Preserves	City
Fort Granger	15	Historic	City
Harlinsdale Farm	85	Signature	City
Liberty Park	83.3	Community	City
204 Old Liberty Park	0.5	Neighborhood	City-Former Flood Prop
Pinkerton Park	27.9	Community	City
Ropers Knob	58.7	Historic	City
Total Quadrant 1	295.3		
Quadrant 2	Acreage	Category	City or County Owned
Eastern Flank Battlefield	113.3	Historic	City
Total Quadrant 2	113.3		
Quadrant 3	Acreage	Category	City or County Owned
Assault on Cotton Gin Park	0.5	Historic	City
Collins Farm	3.2	Historic	City
Eastern Flank Battlefield	1.2	Historic	City
1140 Thompson Alley	0.15	Neighborhood	City Former Flood Prop
Winstead Hill	72.5	Historic	City
Academy Park	0	Neighborhood	County Park
Strahl Street Park	0	Neighborhood	County Park
Total Quadrant 3	77.55		
Quadrant 4	Acreage	Category	City or County Owned
Bicentennial Park	16.2	Community	City
City Cemetery	1.8	Historic	City
Del Rio Park	1.1	Neighborhood	City
Fieldstone Park	37	Special Use	City
Harlinsdale Farm	114	Signature	City
Jim Warren Park	87	Community	City
Pinkerton Park	4	Community	City
Resthaven Cemetery	4.2	Historic	City
Franklin Recreation/Judge Fulton Greer	0	Community	County Owned
Cheek Park	0	Community	County Owned
Robert A. Ring Soccer Complex	0	Special Use	County Owned
Judge Fulton Greer Park	0	Special Use	County Owned
Total Quadrant 4	265.3		

ORDINANCE 2016-36

TO BE ENTITLED: "AN ORDINANCE TO AMEND CHAPTER 5 OF THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, TO AMEND SUBSECTION 5.5.4 PERTAINING TO THE REQUIREMENTS FOR THE DEDICATION OF LAND FOR PARKS AND GREENWAYS/BLEUEWAYS."

WHEREAS, pursuant to Private Act 1987, Chapter 117, the City of Franklin's intention is that new growth in residential development should pay its proportionate share to maintain the existing resident to parkland ratio so not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

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

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, removing the Parkland Dedication requirements from Subsection 5.5.4 of the Franklin Zoning Ordinance, and creating a separate Title in the Franklin Municipal Code for Parks will provide the Board of Mayor and Alderman and City Staff with additional opportunities to achieve recreational facilities that meet the intent and purpose of this Ordinance by establishing requirements for Parkland Impact Fees and Parkland Dedication and development, construction of park improvements in lieu of Parkland Impact Fees, and providing criteria for granting off-sets for providing Private Park and recreation amenities and park-like facilities; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the "Plan"), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified.

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

SECTION I. That Chapter 5, Section 5.5, Subsection 5.5.4, of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strikethrough~~; to add the following text noted in **bold**, and is approved to read as follows:

5.5.4 Parkland Impact Fees and Parkland Dedication ~~Dedication of Public Land for Parks and Greenways/Blueways~~

In addition to the standards for open space set-asides, **the development or redevelopment of land that creates new or additional residential dwelling units shall meet the requirements for Parkland Impact Fees and Parkland Dedication as specified in Title 25, Chapter 4, of the Franklin Municipal Code** ~~residential or mixed-use developments with ten (10) or more dwelling units shall dedicate land to the city for use as public parks or greenways/blueways in accordance with the following standards. For a revision to a PUD approved prior to July 1, 2008, the Public Land Dedication shall only be assessed on any of the new residential dwelling units to be included within the PUD.~~

~~(1) Amount to be Dedicated~~

~~(a) Developments required to dedicate land shall do so in the following amounts:~~

- ~~(i) 1,200 square feet per dwelling unit for the first 35 principal dwelling units; and~~
- ~~(ii) 600 square feet for each additional principal dwelling unit beyond the first 35.~~

~~(b) Accessory dwelling units shall be exempt from these requirements.~~

~~(c) Development proposed in phases shall be considered as a single development for the purposes of applying the land dedication standards. Development shall not be phased to avoid the requirements of this subsection.~~

~~(2) Nature of Park Land to be Dedicated~~

~~All dedications of land shall meet the following criteria:~~

~~(a) Contiguity~~

- ~~(i) The dedicated park land shall form a single contiguous parcel of land, except where the BOMA determines that two or more parcels would be in the best interest of the public, given the type and distribution of open spaces needed to adequately serve the proposed development.~~
- ~~(ii) When dedicated land is composed of two parcels, it shall be connected by a dedicated strip of land at least 30 feet in width unless the BOMA determines that an alternative configuration would be in the best interest of the public.~~

~~(b) Usability~~

- ~~(i) At least 50 percent of the total park land dedicated shall be located outside the HHO, FWO, and FFO Districts, alluvial soils, lakes, or other water bodies, and areas with slopes greater than 14 percent.~~

- (ii) ~~At least 75 percent of the total land dedicated shall be located outside of wetlands subject to federal or state regulatory jurisdiction. Lakes, ponds, creeks, or other water bodies, and wetlands falling under the jurisdiction of state or federal agencies may be dedicated only if sufficient abutting land is dedicated as a public recreation area or park or if such area constitutes a necessary part of the drainage control system.~~

~~(c) Shape~~

~~The shape of the dedicated park land shall be deemed suitable to accommodate those facilities set forth by the City of Franklin Parks Department. Land dedicated only for greenways need not comply with the requirements of this subsection.~~

~~(d) Location~~

~~The dedicated park land shall be located so as to reasonably serve the recreation and open space needs of nearby residents. The dedicated park land may be located outside of the residential development in order to add property to existing park land or to combine land dedication efforts with those of other developments.~~

~~(e) Access~~

- ~~(i) Public access to the dedicated park land shall be provided either by adjoining public street frontage, dedication of property, or by a dedicated public easement that connects the dedicated land to a public street or right-of-way.~~
- ~~(ii) Gradients adjacent to existing and proposed streets shall allow for reasonable access to the dedicated land.~~
- ~~(iii) Where the dedicated land is located adjacent to a street, the developer shall remain responsible for the installation of utilities, sidewalks, and other improvements required along that street segment.~~

~~(f) Topography~~

~~The average slope of the portion of dedicated land deemed usable for active recreation shall not exceed the average slope of the entire area to be developed. In no case shall a slope on the usable portion of dedicated land exceed 14 percent.~~

~~(g) Dedication of Lakes~~

- ~~(i) The developer may propose to include an existing or proposed body of water as part of a park dedication.~~
- ~~(ii) The land surrounding and adjacent to the water body shall be dedicated to the city, at a minimum width of 100 feet.~~

~~(3) Procedure for Dedication of Park Land~~

- ~~(a) The dedication of such land shall be reviewed and approved as part of a Development Plan or Preliminary Plat, as applicable. The developer shall designate the areas of land to be dedicated on the Preliminary Plat or Development Plan.~~
- ~~(b) Where wetlands falling under the jurisdiction of state or federal agencies have been certified to exist on the property, the Development Plan or Preliminary Plat shall also identify the boundaries of such wetlands.~~

- ~~(c) Upon receipt of the Concept Plan or Preliminary Plat, the parks department shall review the proposal and prepare a recommendation regarding the dedication.~~
- ~~(d) Unless otherwise stipulated in the Concept Plan or Preliminary Plat, an executed general warranty deed in a form acceptable to the city conveying the dedicated land to the city and a reproducible paper boundary survey shall be submitted no later than two years after the recording of the first final subdivision plat for the development.~~

~~(4) Payment In-Lieu of Dedication~~

~~(a) General~~

~~The payment of fees in lieu of the dedication of land may be accepted at the request of the developer, with approval of the city. The payment of fees in lieu of land dedication also may be required by the BOMA at the time of Development Plan approval, or as a condition of the approval of a Preliminary Plat, upon finding that:~~

- ~~(i) All or part of the land required to be dedicated is not suitable for public recreation and open space purposes;~~
- ~~(ii) The recreational needs of the proposed development can be met by other park, greenway, or recreational facilities planned or constructed by the city within reasonable proximity to the development;~~
- ~~(iii) The amount of parkland required to be dedicated is too small to provide adequate recreational opportunities or to be efficiently maintained by the city; or~~
- ~~(iv) Existing park land in the area is adequate to serve the development.~~

~~(b) Procedure for Approval~~

- ~~(i) The payment of such fees in lieu of land dedication shall be reviewed and approved as part of the Development Plan or Preliminary Plat. Any developer desiring to make such payment shall attach a letter to the parks department requesting the payment of fees in lieu of land dedication.~~
- ~~(ii) Upon receipt of the application, the Parks Department shall review the request and submit any and all recommendations concerning the payment of fees in lieu of dedication to the city.~~
- ~~(iii) In the event of a dispute between an applicant who wants to make payment in lieu, and a recommendation by the parks department that facilities should be provided, the BOMA shall make the final determination based on which option would generate the maximum community benefits.~~

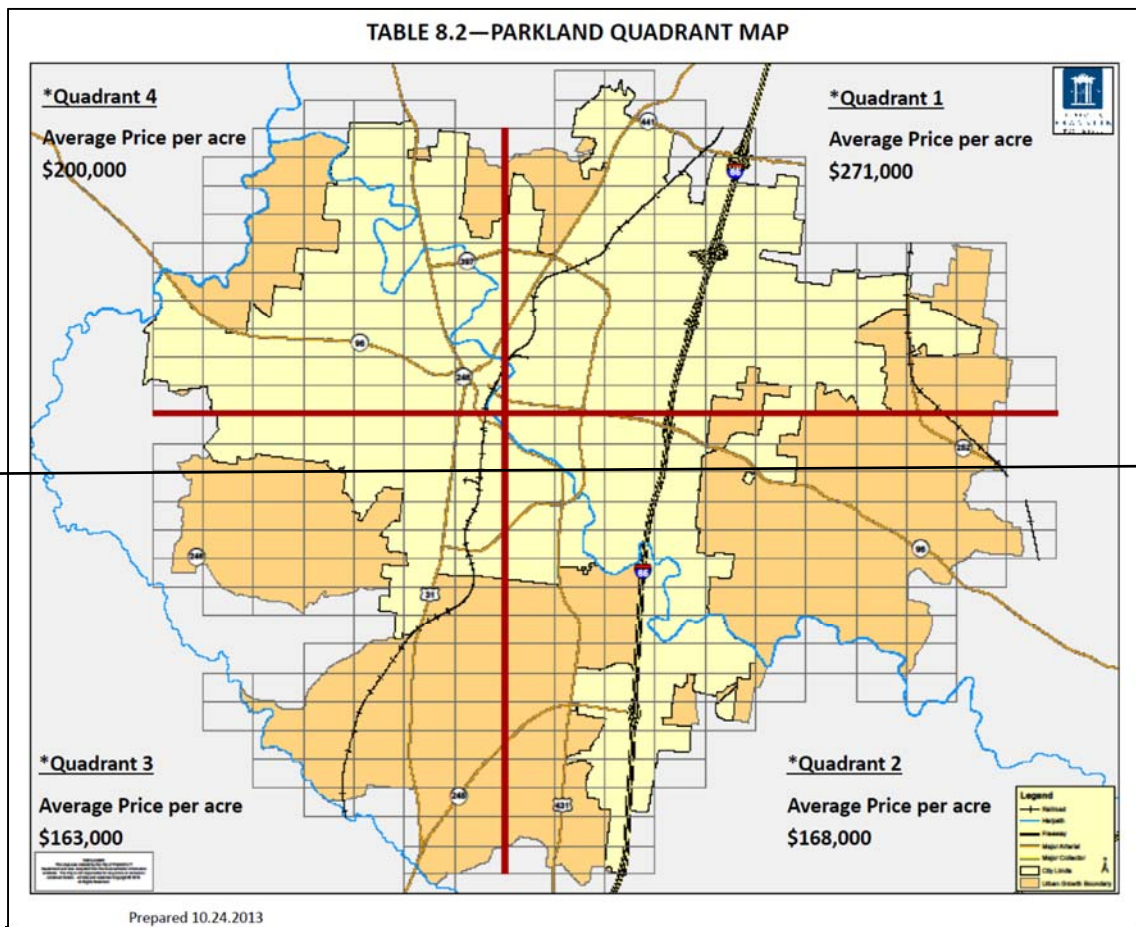
~~(c) Time of Payment~~

~~The fees in lieu of dedication shall be paid prior to recording the first Final Plat for the subdivision to which the fees relate.~~

~~(d) Amount of Payment~~

- ~~(i) Where the payment of fees to the city is to be made in lieu of dedication of land as permitted by this subsection, the developer shall provide to the city, at the developer's cost, a current written appraisal of the fair market value of the land to be developed.~~

- (ii) Each appraisal shall be performed by a Tennessee-licensed real estate appraiser.
- (iii) The Finance Department may waive the requirement of an appraisal where the subdivider or developer provides to the city documentation of the fair market value of the subject property, which in the opinion of the Finance Department reasonably estimates the land's fair market value.
- (iv) The appraisal or documentation of the land's fair market value, along with other evidence that, in the city's opinion, aids in the determination of fair market value, may be used in the determination of the amount of any payment in lieu of land dedication permitted by this subsection.
- (v) Nothing in this subsection shall limit or preclude the BOMA from requiring a written appraisal notwithstanding a waiver of the appraisal requirement granted by the finance department.
- (vi) When the appraisal or documentation of the land's fair market value, as determined by the City, exceeds the average land value for the quadrant where the proposed project is located, the average land value as noted in Table 8.2 – Parkland Quadrant Map shall be the per acre value used for calculating the parkland payment in lieu.



~~(e) Disagreements as to Amount~~

~~In the case of disagreement between the city and the developer regarding the fair market value of the property, such determination shall be made by a special appraisal committee consisting of one professional appraiser appointed by the city administrator, one professional appraiser appointed by the applicant, and one professional appraiser appointed by the first two committee appointees. This committee shall view the land and hear the contentions of both the city and the applicant. The findings of the committee shall be by a majority vote and shall be certified to the BOMA in writing within 30 days of the date the third member is appointed to the committee. The costs of the appraiser appointed by the applicant shall be borne entirely by the developer; the city shall bear all other costs associated with the committee.~~

~~(f) Use of Funds~~

~~Fees received pursuant to this subsection shall be used only for the acquisition or development of public parks, greenways/blueways, open space sites, and related facilities.~~

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

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

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

ATTEST:

By: _____
Eric Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PERIOD OF TEN (10) YEARS TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS PLANT OR PLANTS FOR THE MANUFACTURING AND PROCESSING OF ANY AND ALL KINDS OF GAS AND FOR THE DISTRIBUTION OF NATURAL GAS AND FOR THE INSTALLATION AND MAINTENANCE OF MAINS, PIPES, PIPELINES, DISTRIBUTION LINES, AND OTHER EQUIPMENT NECESSARY OR INCIDENTAL TO DISTRIBUTION OF SAID GAS UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC GROUNDS OF THE CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE:

Article I

DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) "Agency" refers to and is the Tennessee Public Utility Commission the state utility regulatory agency having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.
- (B) "Board" refers to and is the governing body of the City of Franklin, Williamson County, Tennessee.
- (C) "CCF" is the volumetric measurement of 100 cubic feet of gas.
- (D) "City" refers to and is the City of Franklin, Williamson County, Tennessee, and includes territory as currently is or may in the future be included within the boundaries of the City of Franklin.
- (E) "Force Majeure" shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.

- (F) *"Franchise"* shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
- (G) *"Grantee"* shall mean Atmos Energy Corporation.
- (H) *"Grantor"* shall mean City of Franklin, Williamson County, Tennessee.
- (I) *"Public Right-of-Way"* shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.
- (J) *"Sales Volumes"* shall mean volumes of natural gas sold within the City's corporate limits by the Grantee pursuant to an effective tariff rate schedule for sales service on file with and approved by the Tennessee Public Utility Commission from time to time.
- (K) *"System"* shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.
- (L) *"Transport Volumes"* shall mean volumes of natural gas delivered within the City's corporate limits by the Company pursuant to the Company's tariff Rate Schedule 260 (or successor rate schedule) on file with and approved by the Tennessee Public Utility Commission from time to time.

Article II

GRANT OF FRANCHISE:

- (A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Agency, if any such approval is required.
- (B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise

agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

Article III

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

(A) The term of this Franchise shall be for a term of ten (10) years.

(B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, upon approval by the Agency, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of Ordinance No. 2013-50 are superseded by the terms and conditions hereof.

(D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article X (B).

Article IV

GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this

Agreement.

Article V

OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Article VI

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private

property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widening's, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during each year of the term of the franchise, a sum equal to an aggregate amount per CCF of Sales Volumes and Transport Volumes as follows:

<u>Sales Volumes per CCF Rate</u>	<u>Transport Volumes per CCF Rate</u>
\$0.060	\$0.0075

The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor an annual report showing the Sales Volumes and Transport Volumes within the City.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may

be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Sales Volumes or Transport Volumes derived by Grantee from such customer.

(C) The franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The franchise fee herein contemplated shall be uniformly and equally applied to all natural gas and electric utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying franchise fees and/or taxes if Grantee's competitors are not also required to do so.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of franchise fee being paid to the City.

Article VIII

SERVICE TO NEW AREAS.

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation

Notice to Grantee in accordance with the terms hereof.

Article IX

BREACH OF FRANCHISE; REMEDIES:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.

(C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this _____ day of _____, _____.

CITY OF FRANKLIN, TENNESSEE

BY: _____
COMMISSIONER

ATTEST:

City Recorder

ATMOS ENERGY CORPORATION

BY: _____
Jay Kevin Dobbs, President
Kentucky/Mid-States Division

First Reading: _____, _____, 2018

Second and Final reading: _____, _____, 2018

City's Mailing Address and Phone Number:

Natural Gas Franchise Fees
Received FY 2013-FY 2018

		FY	FY	FY	FY	FY	Partial Year	Total Received
		<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2013-2018</u>
Atmos		\$ 1,148,193.25	\$1,351,329.97	\$1,331,989.20	\$1,032,015.15	\$993,932.37	\$373,548.77	\$ 6,231,008.71
Piedmont (Nashville Gas)		\$54,058.18	\$60,097.76	\$24,103.11	\$51,874.31	\$42,694.08	\$48,066.26	\$280,893.70
Total		\$1,202,251.43	\$1,411,427.73	\$1,356,092.31	\$1,083,889.46	\$1,036,626.45	\$421,615.03	\$6,511,902.41
Note 1: For FY 2018, the City has received from Atmos payments for 1st and 2nd quarters. City receives Atmos funding quarterly.								
The City has received the one annual payment from Piedmont (Nashville Gas) for FY 2018.								
Note 2: The average annual revenue received from Atmos for FY 2013-2017 is \$1,171,492.								
The average annual revenue received from Piedmont (Nashville Gas) for FY 2013-2018 is \$46,815.								

RESOLUTION 2018-38

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO FORWARD A LETTER TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION – EXCESS LAND COMMITTEE, WAIVING THE CITY’S RIGHT TO PURCHASE A STRIP OF EXCESS RIGHT-OF-WAY AND TO EXECUTE A CROSS-ACCESS EASEMENT AGREEMENT WITH FRANKLIN INVESTMENT HOLDINGS, LLC.

WHEREAS, on March 29, 2018, the City received a request from Franklin Investment Holdings, LLC, for permission to proceed with purchasing a small portion of excess Tennessee Department of Transportation (TDOT) right-of-way adjacent to Franklin Investment Holdings, LLC, vacant property as illustrated on Exhibit A; and

WHEREAS, at the Board of Mayor and Aldermen Worksession on April 24, 2018, City staff presented the Franklin Investment Holdings, LLC, request and TDOT’s process for selling and transfer of excess right-of-way; and

WHEREAS, during the April 24, 2018, Board of Mayor and Aldermen Worksession, staff recommended the City forward a letter to the TDOT-Excess Land Committee waiving the City’s right to purchase the excess right-of-way as illustrated on Exhibit A in lieu of Franklin Investment Holdings, LLC, providing an irrevocable publicly accessible cross-access easement through their adjacent property at a mutually agreed location at such time a Development Plan and Plat are considered and approved; and

WHEREAS, Franklin Investment Holdings, LLC, has agreed to enter into a cross-excess agreement to ensure connectivity is established, north to south, through their vacant property at such time planning commences for developing their property and will include the exact location of the easement on their approved Development Plan and Plat.

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

Section 1. The City Administrator is hereby authorized to forward a letter to the TDOT-Excess Land Committee waiving the City’s right to purchase the excess right-of-way as illustrated on Exhibit A.

Section 2. The City Administrator is hereby authorized to execute a cross-access agreement between the City of Franklin and Franklin Investment Holdings, LLC, to ensure a cross-access easement that will provide connectivity north to south through their vacant property.

Adopted this ____ day of _____, 2018.

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

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF TWO (2) CONTROL POINTS FOR THE SURVEYED PROPERTY TO ESTABLISH AS BASIS FOR BEARING FOR THE SURVEY.
- TYPE OF GPS EQUIPMENT USED: TRIMBLE MODEL R10, DUAL FREQUENCY RECEIVER. TYPE OF GPS SURVEY: TDOT NETWORK ADJUSTED REAL TIME KINEMATIC. THE AVERAGE POSITIONAL QUALITY IS 0.12".
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88. CONTOURS ARE AT TWO FOOT INTERVALS AND ARE BASED ON A FIELD RUN SURVEY USING RANDOM SPOT ELEVATIONS. CONTOURS WERE DERIVED USING SURFACE MODELING TECHNIQUES.
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X", AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0212F, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2008, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 470206, PANEL NO. 0212, SUFFIX F, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A COPY OF A TITLE COMMITMENT. THE SURVEYED PROPERTY IS, THEREFORE, SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE SEARCH.

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY, CONVEYED TO THE STATE OF TENNESSEE BY WARRANTY DEED FROM JAMES V. PICKARD AND WIFE, WILLIE H. PICKARD IN BOOK 117, PAGE 463, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

EXHIBIT A

RIVERSIDE BUSINESS PARK
SUBDIVISION
PLAT BOOK P19, PAGE 59
R.O.W.C.T.

MAP 079, PARCEL 101.02
LIN DON REALTY LLC
BOOK 2200, PAGE 199
R.O.W.C.T.

POINT OF BEGINNING
PROPERTY DESCRIPTION

PROJECT BENCH MARK
SOUTHEAST BOLT ON
FIRE HYDRANT WITH
ELEVATION=710.83

MAP 079, PARCEL 101.19
E. WARNER BASS
BOOK 1347, PAGE 645
R.O.W.C.T.

WATSON GLEN SUBDIVISION
SECTION 2, REVISION 1
RESUBDIVISION OF LOT 31
PLAT BOOK P62, PAGE 45
R.O.W.C.T.

L=681.92'
R=11300.00'
Δ=3°27'27"E
N05°45'22"E
CHD=681.82'
T=341.06'

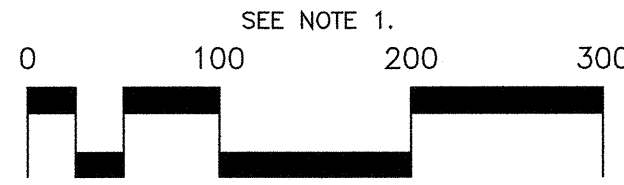
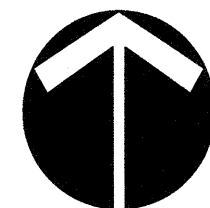
L=385.02'
R=11370.00'
Δ=1°56'25"W
S04°59'53"W
CHD=385.00'
T=192.53'

Excess TDOT
Right-of-Way

Interstate 65

PROJECT BENCH MARK
CHISELED SQUARE OF
SOUTH END OF HEADWALL
ELEVATION=685.27

TOTAL AREA =99,343 SQUARE FEET OR 2.28 ACRES ±



PROPERTY DESCRIPTION

BEING A PORTION OF RIVERSIDE DRIVE ABANDONED (RIGHT-OF-WAY VARIES) LOCATED IN THE NINTH CIVIL DISTRICT, WILLIAMSON COUNTY, FRANKLIN, TENNESSEE. BEING GENERALLY BOUNDED ON THE NORTH BY THE REMAINING RIVERSIDE DRIVE; ON THE EAST BY INTERSTATE 65; ON THE SOUTH BY ABANDONED RIVERSIDE DRIVE; ON THE WEST BY THE E. WARNER BASS PROPERTY OF RECORD IN BOOK 1347, PAGE 645, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.), THE SAME BEING LOT 32 OF THE PLAN ENTITLED "WATSON GLEN SUBDIVISION, SECTION 2, REVISION 2, RESUBDIVISION OF LOT 31" OF RECORD IN PLAT BOOK P62, PAGE 45, R.O.W.C.T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN EXISTING CONCRETE MONUMENT (OLD) AT THE SOUTHEAST CORNER OF THE LIN DON REALTY LLC PROPERTY OF RECORD IN BOOK 2200, PAGE 199, R.O.W.C.T., THE SAME BEING LOT 10 OF RIVERSIDE BUSINESS PARK SUBDIVISION OF RECORD IN PLAT BOOK P19, PAGE 59, R.O.W.C.T. AND THE NORTHEAST CORNER OF SAID E. WARNER BASS PROPERTY, THE SAME BEING LOT 32 OF THE PLAN ENTITLED "WATSON GLEN SUBDIVISION, SECTION 2, REVISION 2, RESUBDIVISION OF LOT 31", AND IN THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 65 (RIGHT-OF-WAY VARIES) AND SAID RIVERSIDE DRIVE (RIGHT-OF-WAY VARIES);

THENCE, CROSSING THE RIGHT-OF-WAY OF RIVERSIDE DRIVE WITH A NEW LINE THE FOLLOWING SIX CALLS:

- SOUTH 82 DEGREES 19 MINUTES 31 SECONDS EAST, 60.00 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED "RSA" (RAGAN-SMITH ASSOCIATES);
- SOUTH 07 DEGREES 40 MINUTES 29 SECONDS WEST, 577.88 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED "RSA";
- SOUTH 02 DEGREES 08 MINUTES 19 SECONDS WEST, 307.11 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED "RSA";
- ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 385.02 FEET, A RADIUS OF 11370.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 56 MINUTES 25 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 04 DEGREES 59 MINUTES 53 SECONDS WEST, 385.00 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED "RSA";
- SOUTH 10 DEGREES 32 MINUTES 37 SECONDS WEST, 300.14 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED "RSA";
- CROSSING SAID RIVERSIDE DRIVE RIGHT-OF-WAY, NORTH 83 DEGREES 59 MINUTES 15 SECONDS WEST, 50.02 FEET TO THE NORTHEAST CORNER OF SAID NASHVILLE LODGE NO. 72, B.P.O. ELKS PROPERTY;

THENCE, WITH THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 65 THE FOLLOWING THREE CALLS:

- ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 681.92 FEET, A RADIUS OF 11300.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 27 MINUTES 27 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 45 MINUTES 22 SECONDS EAST, 681.82 FEET TO A HIGHWAY CONCRETE MONUMENT (OLD) IN THE EASTERLY LINE OF THE E. WARNER BASS, THE SAME BEING LOT 32 OF THE PLAN ENTITLED "WATSON GLEN SUBDIVISION, SECTION 2, REVISION 2, RESUBDIVISION OF LOT 31";
- NORTH 04 DEGREES 01 MINUTES 39 SECONDS EAST, 310.67 FEET TO A HIGHWAY CONCRETE MONUMENT (OLD);
- NORTH 07 DEGREES 40 MINUTES 29 SECONDS EAST, 577.88 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 99,343 SQUARE FEET OR 2.28 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT

I CERTIFY THAT I AM LICENSED TO PRACTICE THE PROFESSION OF LAND SURVEYING IN THE STATE OF TENNESSEE AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF AND IN MY PROFESSIONAL OPINION, DO HEREBY STATE THE FOLLOWING:

THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF A GENERAL PROPERTY AND TOPOGRAPHICAL SURVEY AND CONFORMS TO THE ACCURACY OF A CATEGORY 1 SURVEY AS CURRENTLY DEFINED AND ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:12,111.

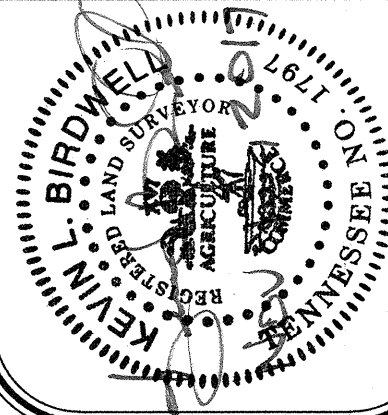
RAGAN-SMITH-ASSOCIATES, INC.

BY: KEVIN L. BIRDWELL, TN. R.L.S. NO. 1797

DATE OF FIELD SURVEY: OCTOBER 31, 2017

RAGAN-SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
NASHVILLE
314 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8981
WWW.RAGAN-SMITH.COM



TENNESSEE DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY
FOR
WILLOWBROOKE HENDERSONVILLE, LLC RV

9TH CIVIL DISTRICT, WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE

JOB NO.	WK. ORDER	APPROVED BY:	DRAWN:	SCALE:	DATE:
14034	1010	KLB	SLL	1"=100'	NOVEMBER 1, 2017

GENERAL PROPERTY
AND TOPOGRAPHIC
SURVEY

Thursday, March 29, 2018

Vernon J. Gerth
Assistant City Administrator
Community & Economic Development
City of Franklin
109 Third Avenue South
Franklin, TN 37064



YOUR *Dream* STARTS HERE

Dear Vernon,

Franklin Investment Holdings, LLC. has recently acquired property located at 880 Oak Meadow Drive in Franklin. The property is located east of Royal Oaks behind the Home Depot along the Interstate 65 corridor. Franklin Investment Holdings intends to develop the property in a manner consistent with the development regulations and uses within the General Commercial zoning designation. The development will be predominately office, hotel, and retail uses.

We discovered during the property due diligence that a portion of Riverside Drive along the eastern boundary of the property is included within the I65 corridor and is owned by the Tennessee Department of Transportation. Riverside Drive has been gated off and closed for the portion that runs along the subject property. We approached TDOT several months ago with interest in purchasing that portion of land that is inclusive of Riverside Drive as shown in the attached survey map. They have verbally indicated to us that the land in question has a good potential to be determined as excess property. TDOT has requested that the City of Franklin review this request. They require approval from the Board of Mayor and Alderman to waive its right to acquire the right of way.

The portion of Riverside Drive for acquisition is intended to be used as circulation for the future development and access to parking areas. The land along Interstate 65 will serve as a buffer area to be maintained by the new business association. The road is currently in a neglected state and will likely need to be rebuilt to today's current City of Franklin standards. It is intended that this road be used as public access for interconnectivity between Riverside Drive North and Oak Meadows Drive to the south. Interconnectivity is currently required by the City of Franklin Zoning Ordinance. The final location of the connection to Oak Meadows Drive will be determined through the planning process.

We request the approval of the Board of Mayor and Alderman to allow the purchase of the land as described in the attached documents from TDOT to the adjacent land owner Franklin Investment Holdings, LLC. Provided here is a survey and legal description of the property.

Sincerely,

A handwritten signature in green ink, appearing to read "Bob Goodall", with a stylized flourish at the end.

Bob Goodall, President
Franklin Investment Holdings, LLC
393 Maple Street
Gallatin, Tennessee 37066





GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF TWO (2) CONTROL POINTS FOR THE SURVEYED PROPERTY TO ESTABLISH AS BASIS FOR BEARING FOR THE SURVEY.
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MAP 079, PARCEL 101.02
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FIRE HYDRANT WITH
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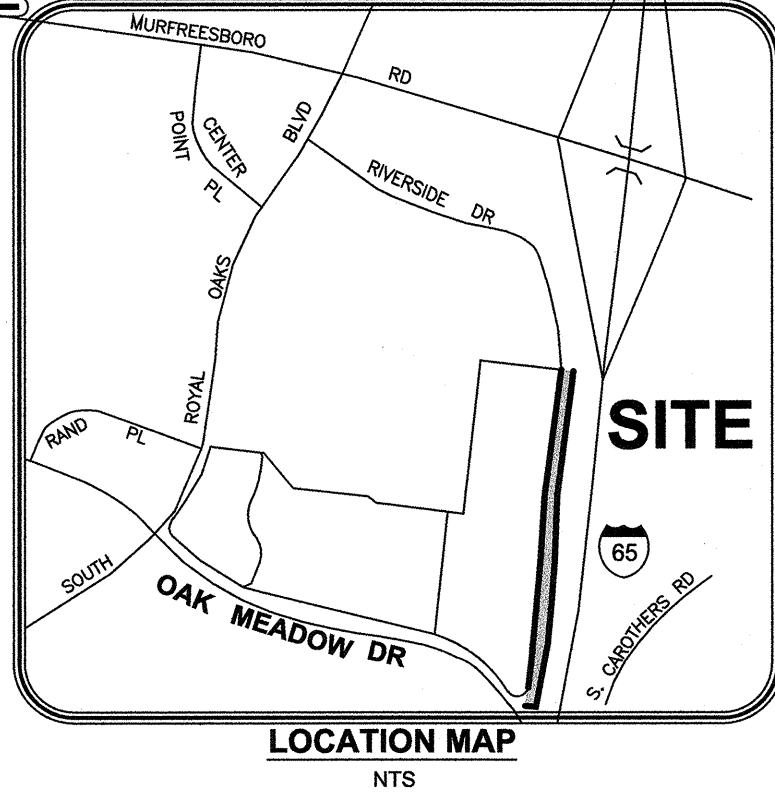
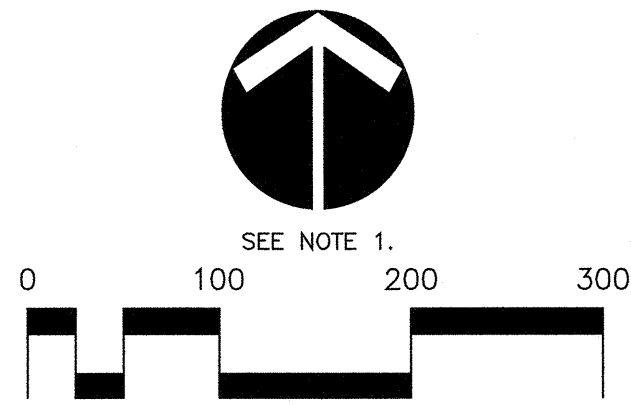
WATSON GLEN SUBDIVISION
SECTION 2, REVISION 1
RESUBDIVISION OF LOT 31
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R.O.W.C.T.

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T=341.06'

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CHISELED SQUARE OF
SOUTH END OF HEADWALL
ELEVATION=685.27

TOTAL AREA =99,343 SQUARE FEET OR 2.28 ACRES ±



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RAGAN-SMITH-ASSOCIATES, INC.

BY: 
KEVIN L. BIRDWELL, TN. R.L.S. NO. 1797

DATE OF FIELD SURVEY: OCTOBER 31, 2017

TENNESSEE DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY
FOR
WILLOWBROOKE HENDERSONVILLE, LLC RV

9TH CIVIL DISTRICT, WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE

JOB NO. 14034 WK. ORDER 1010
APPROVED BY: KLB
DRAWN: SLL
SCALE: 1"=100'
DATE: NOVEMBER 1, 2017
REVISIONS
GENERAL PROPERTY AND TOPOGRAPHIC SURVEY

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER PARKWAY EXTENSION WATER AND SANITARY
SEWER RELOCATIONS PROJECT
COF Contract No. 2011-0076**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20__, by and between the **City of Franklin, Tennessee** ("City") and **Smith Seckman Reid, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Parkway Extension Water and Sanitary Sewer Relocations Project (COF Contract No. 2011-0076), dated the 10th day of May 2011; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00), as authorized by the City Engineer and as detailed in the fee schedule; and

WHEREAS, on June 11, 2017, the Board of Mayor and Aldermen approved an Amendment 1 to the Professional Services Agreement with the Consultant for additional design work in an amount not to exceed THIRTY-FIVE THOUSAND FOUR HUNDRED AND NO/DOLLARS (\$35,400.00); and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to other utility placement in close proximity of the sanitary sewer during the widening of Hillsboro Road; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Exhibit A dated January 3, 2018, in the amount not to exceed **SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/DOLLARS (\$7,850.00)**; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their January 3, 2018, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/DOLLARS (\$7,850.00)**.

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated May 10, 2011, and Amendment 1 dated June 11, 2017, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Smith Seckman Reid, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney



January 3, 2018

Ms. Patricia McNeese, P.E.
City of Franklin Water Management Department
124 Lumber Drive
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**
Hillsboro Road / Mack Hatcher Parkway Sewer
Fee Proposal
SSR No. 17-41-031.0

Dear Ms. McNeese:

As you requested, we are pleased to provide a proposal for engineering services in conjunction with the design of the Hillsboro Road / Mack Hatcher Parkway Sewer. This work will consist of designing approximately 575 linear feet of 8" PVC gravity sewer and approximately three (3) 4' diameter manholes. Our services will also include one (1) review meeting with the City Water Management Department, the preparation of four (4) easement descriptions and exhibits for construction and TDEC plans submittal. It is assumed that the project will be constructed according to the City's state approved specifications for sewer construction and specifications are not required. We propose to provide all the services described above for a lump sum fee of **\$7,850.00**. Reimbursable expenses related to travel, printing, postage/shipping, permits and other appropriate project related charges are included in the fee above. Bidding and Construction Administration services are not included under this proposal. If requested, an amendment to the agreement can be made for these services.

We appreciate the opportunity to continue to work with the City of Franklin. If the City is in agreement with the terms of this proposal, we will then execute a formal agreement with the City. If you have any questions or concerns regarding this proposal, please do not hesitate to call me at (615)460-0543.

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda".

Paolo M. Fonda, P.E.

Cc: ATJ, File (1)

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE GOOSE CREEK SANITARY SEWER EXTENSION
PROJECT FROM WEST OF I-65 TO THE EAST SIDE OF I-65
COF Contract No. 2014-0177**

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

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the City and the Consultant amended this agreement through Amendment No. 3 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (COF Contract No. 2014-0177), dated the 8th day of August, 2017; and

WHEREAS, said Amendment No. 3 stipulated that the Consultant would be paid a not to exceed fee of \$12,800.00, as detailed in the Fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65, as described in Attachment A dated March 26, 2018, in the amount not to exceed **FIVE THOUSAND FIVE HUNDRED AND NO/DOLLARS (\$5,500.00)**; and

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

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

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

2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the March 26, 2018, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00)** for the additional services as described in Attachment A.

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

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

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

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or

other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

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

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

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

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

All other provisions of the Agreement dated September 9, 2014, Amendment 1 dated September 8, 2015, Amendment 2 dated November 22, 2016, and Amendment 3 dated August 8, 2017 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

HETHCOAT & DAVIS, INC.

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney



March 26, 2018

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

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

Dear Patricia:

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

The current project was issued a revised completion date of October 7, 2017. Dynamic Construction, LLC did not meet that date and since that time, testing and work on punch list items has been underway. We had enough remaining engineering budget to cover our continued efforts for November, December and January but since that time, no engineering funds remain. However, we are continuing to work and there are several tasks that remain to be completed related to construction administration services. The remaining tasks include:

- Site visit(s) and oversight of punch list items to insure completion.
- Prepare and review final contractor submittal package to include
 - Release of Liens
 - Consent of Surety for Final Payment
 - Issuance of Substantial Completion Document
 - Review and approval of Final Pay Estimate
 - Prepare Final Adjusting Change Order for approval
 - Transmittal of close-out package to the City

In addition to these construction administration tasks, preparation of as-built drawings was not included in our original scope of work. We currently possess the as-built information provided by the contractor, but this is limited to simple "red-line" mark-ups of a set of plans. As we discussed, it is the City's desire for H&D to utilize this contractor provided information to prepare an as-built set of plans utilizing the original design documents for your permanent records.



Page 2

The cost for these additional services is as follows:

- Additional construction administration services to complete the tasks outlined above - \$3,000
- Utilize contactor furnished information and prepare as-builts using original design plans for permanent record of as-built for the City archives - \$2,500.

We therefore respectfully request a contract amendment in the lump sum amount of \$5,500.00.

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

Hethcoat & Davis, Inc.

A handwritten signature in blue ink, appearing to read "Keith Davis".

Keith Davis, PE,
Secretary

Cc: Cory Borum, H&D

Request for Construction
Change Order No. 3

City of Franklin
Water Management
124 Lumber Drive
Franklin, TN 37064

Contract No.	2015-0062
Project	Water Plant Modifications

Whereas, we JUDY CONSTRUCTION COMPANY INC. entered into a contract with the CITY OF FRANKLIN, on August 25, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

- Change Control Form (CCF) 033: Replace the existing Alum Tanks adjacent to the Chemical Building; add chemical tank sensors; remove the alum chemical pump in the Chemical Building; relocate the alum day tank into the pump pit where the Chemical pump is currently located (10 days)
- CCF 041: Additional pipe removal at existing filter building pipe gallery (1 day)
- CCF 046: Remove existing filter media including LS proposal from Eagle Industrial Services and Judy Construction OH&P to facilitate the work (7 days)
- CCF 048: Addition of electrical to include HS pump thermistors and motor heaters as requested (2 days)
- CCF 049: Addition of one turbidimeter; including installation, piping, programming, setup, testing (2 days)
- CCF 051: Time and material performed by Judy Construction to complete concrete repairs within the existing clearwell (3 days)
- CCF 052: Time and material performed by Judy Construction to complete pipe gallery demo within the existing WTP filter building (7 days)
- CCF 056: Remove and dispose of backwash troughs and surface wash systems at existing gravity filters; completed on a time and material basis(2 days)
- CCF 058: The addition of two (outside & inside) eyewash shower fixtures at the peroxide building; install includes valving and venting modifications required (14 days)

Attachments (List documents supporting change):

- CCF 033:
- CCF 041:
- CCF 046:
- CCF 048:
- CCF 049:
- CCF 051:
- CCF 052:
- CCF 056:
- CCF 058:

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$14,018,000.00
Net increase (Decrease) from previous Change Orders
No. 0 to 1:
-\$171,937.53
Contract Price prior to this Change Order:
\$13,846,062.47
Net increase (decrease) of this Change Order:
-\$21,700.00
Contract Price with all approved Change Orders:
<u>\$13,824,362.47</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion:
10/25/17
Ready for final payment:
11/24/17
Net change from previous Change Orders No. 0 to 1:
Substantial Completion: 10/25/17
Ready for final payment: 11/24/17
Contract Times prior to this Change Order:
Substantial Completion: 3/22/18
Ready for final payment: 4/21/18
Net increase this Change Order: 48 days
Substantial Completion: 5/9/18
Ready for final payment: 7/9/18
Contract Times with all approved Change Orders:
Substantial Completion: 5/9/18
Ready for final payment: 7/9/18

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

RECOMMENDED FOR APPROVAL BY:

BY: _____ ENGINEER	BY: _____ WATER MANAGEMENT DIRECTOR
DATE: _____	DATE: _____

BY: _____ PROJECT MANAGER
DATE: _____

ACCEPTED:

APPROVED:

BY: _____ CONTRACTOR (AUTHORIZED SIGNATURE) DATE: _____	BY: _____ OWNER (AUTHORIZED SIGNATURE) DATE: _____
---	--



March 7, 2018

Mrs. Michelle Hatcher – Director
Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Re: Franklin Water Treatment Plant Modifications
COF Contract Number: 2015-0062
Change Order No. 003

Dear Michelle,

Please find the attached information pertaining to Change Order No. 003 for the Water Treatment Plant project contracted to Judy Construction. This Change includes:

- 1) An Increase in the Contract Time to Substantial Completion of forty-eight (48) days associated with Changes on the project that we recognize have delayed the critical path and therefore recommend an increase of time.
- 2) A change in the Contract Time between Substantial Completion and Final Completion from thirty (30) days to sixty (60) days. This extension is to allow satisfactory time for the Contractor to complete the additional improvements across the facility which are being funded from the project's contingency and allowance funds which are not required for Substantial Completion. Examples of work to be completed during this period include the installation of two (2) new flow control valves within the existing pipe gallery, added paving work to provide uniform surfacing across the site, exterior repair and painting of the existing buildings on site, and light fixture upgrades within the existing plant. During this period, only the valve installation will require a short interruption of plant operations.

As you are aware, the project remains on track in regards to the goal of achieving water production this month. Suez (formerly GE) has commenced their 5-day performance testing period, and we expect the Contractor's 30-day Phase I start-up required to meet Substantial Completion will commence next week. Additionally, we anticipate TDEC's approval to allow water to enter the distribution system in the coming days.

Please review the information as your earliest convenience and do not hesitate to contact us should you have any questions.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in blue ink, appearing to read "A. Johnson", is written over a white background.

Andrew Johnson, P.E.

cc: Brian Goodwin, Patricia McNeese - FWMD
JAG, KDM – SSR
File (7)



SMITH
SECKMAN
REID, INC.

CHANGE ORDER NO. 003

Date Issued:	03/06/2018	Effective Date:	
Project:	WTP Modifications	Contract No.:	2015-0062
Owner:	City of Franklin	Owner's Project No.:	2015-0062
Engineer:	Smith Seckman Reid, Inc.	SSR Project No.:	12-41-013.0
Contractor:	Judy Construction Co.	Government Project No.:	N/A

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change (Including Location and Reasons Therefore)

This change order adds 48 days to the Construction Timeline to Substantial Completion for additional work performed by the contractor. These days are related to additional work performed by the contractor which have caused deferred the critical path of the project to the Substantial Completion Date. As with prior changes in contract time under this project, it had been mutually agreed to that the time element of Project Changes (documented by CCF form) funded with construction contingency or allowance dollars in the contract, would be grouped for the time request.

The CCFs associated with this time increase are CCF 33, CCF 41, CCF 46, CCF 48, CCF 49, CCF 51, CCF 52, CCF 56 and CCF 58. Each form is attached herein.

This change also increases the time between Substantial Completion and Final Completion from 30 days to 60 days. This is requested due to the contingency and allowance work being performed at the facility under CCFs which are not on the critical path to plant operation.

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

	AMOUNT		CONTRACT TIME
Original Contract Price	\$14,018,000.00	Substantial Completion Date Prior to Change Order	3/22/2018
Contract Price Prior to Change Order	\$13,824,362.47	Final Payment Date Prior To Change Order	4/21/2018
Net Amount This Change Order	0	Net Time This Change Order	48 days ¹
Revised Contract Price	\$13,824,362.47	Revised Substantial Completion Date	5/9/2018
		Revised Final Payment Date (60 days)	7/9/2018

1: Change also increases time between Substantial Completion and Final Completion from 30 to 60 days

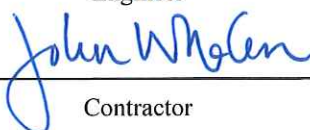
Recommended By: _____


Engineer

03/06/2018

Date

Accepted By: _____


Contractor

3/7/2018

Date

Approved By: _____

Owner

Date

Franklin WTP

Contractor Time Extension Request - CO 003

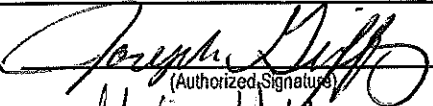
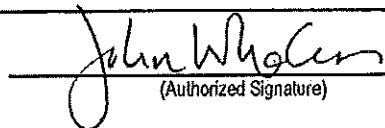
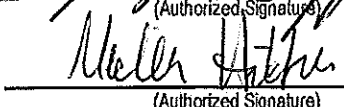
CCF	Description	Reason	Contractor Days	Engineer	Status
			Requested	Recommendation	
001	Select Calgon GAC	Credit	0	0	
002	Select Sludge Collection Alternate	Credit	0	0	
003	Delete 360Water	Credit	0	0	
004	<i>Revised Electrical Site Plan</i>	<i>Unforeseen Condition</i>	14	10	<i>Approved CO 002</i>
005	Credit for Unused Portion of MTEMC Allowance	Credit	0	0	
006	AT&T Relocation Work	Unforeseen Condition	0	0	
007	<i>Comcast / Utility Relocation Work</i>	<i>Other</i>	56	56	<i>Approved CO 001</i>
008	RWPS Electrical Connection Clarification	Other	0	0	
009	High Service Pump MCC Relocation	Other	0	0	
010	Additional Tree Removal	Owner Directed	0	0	
011	<i>21" Drain Line and Manhole Improvements</i>	<i>Unforeseen Condition</i>	28	28	<i>Approved CO 002</i>
012	Duct Relocation in GAC Room	Other	0	0	
013	Lighting Revision at GAC Room	Other	2	0	
014	Door Location/Type Revision at Electrical Room	Unforeseen Condition	1	0	
015	<i>Additional 16" Finished Water Line</i>	<i>Unforeseen Condition</i>	7	7	<i>Approved CO 002</i>
016	<i>Relocation of Existing Electrical @ Tank Pad</i>	<i>Unforeseen Condition</i>	7	7	<i>Approved CO 002</i>
017	Modification to Top Slab / Hatch at RWPS	Unforeseen Condition	7	0	
018	Linestop and Valve Work	Unforeseen Condition	7	0	
019	Change Door Height at Electrical/Chemical Rms	Unforeseen Condition	1	0	
020	Wiring Changes 01	Unforeseen Condition	0	0	
021	Programming for Control Valves at GAC	Other	0	0	
022	Grout at Backwash Trench Pit	Unforeseen Condition	3	0	
023	Electrical Changes to Panel HA	Other	0	0	
024	<i>HVAC at Peroxide Building</i>	<i>Other</i>	7	4	<i>Approved CO 002</i>
025	Waste Piping Relocation	Unforeseen Condition	0	0	
026	Change Air Piping from SST to HDPE	Credit	0	0	
027	Additional Programming for Fire Protection Alarm	Owner Directed	2	0	
028	GE Membrane Assembly	Owner Directed	0	0	
029	<i>Structural Changes at Treatment Bldg.</i>	<i>Other</i>	21	14	<i>Approved CO 002</i>
030	<i>Replace Sludge Collection Piping</i>	<i>Owner Directed</i>	10	7	<i>Approved CO 002</i>
031	Occupancy Sensor at Membrane Building	Owner Directed	2	0	
032	Additional Fire Alarm Equipment	Owner Directed	7	0	
033	New Bulk Alum Tanks (2) and associated Work	Owner Directed	14	10	Pending CO 003
034	Settling Basin Effluent Piping Modifications	Unforeseen Condition			Not Required
035	<i>Neutral for Secondary Feed</i>	<i>Unforeseen Condition</i>	1	1	<i>Approved CO 002</i>
036	<i>Exterior Metal Framing Adjustment</i>	<i>Unforeseen Condition</i>	21	14	<i>Approved CO 002</i>
037	CIP Pump Starters	Other	0	0	
038	Guardrail Replacement at Basins	Owner Directed	14	0	
039	Replace Passage Hardware Set with Lockable Panic Bar Set between SP 102 and 103.	Owner Directed	2	0	
040	Additional paving (complete plant site)	Owner Directed	0	0	
041	Additional Pipe Removal at Existing Filter Pipe Gallery	Owner Directed	1	1	Pending CO 003
042	Unit Heater Relocation	Unforeseen Condition	0	0	
043	Add (1) Type HB1 light fixture in the Main Room of the M	Owner Directed	0	0	
044	Add check valves to sanitary drains at Main Bldg.	Other	0	0	
045	Architectural improvements at existing buildings	Owner Directed	0	0	
046	Remove and dispose of existing filter media	Owner Directed	7	7	Pending CO 003
047	Add hydrogen peroxide sensor	Owner Directed	0	0	
048	HSP motor heater conduit/wire/thermistors	Other	2	2	Pending CO 003
049	Installation/programming of combined GAC turbidimeter.	Other	2	2	Pending CO 003
050	Automatic control valves on feedwell supply line	Owner Directed	0	0	
051	Feedwell concrete repairs @ existing facility	Owner Directed	3	3	Pending CO 003
052	Pipe gallery demo work @ existing facility	Owner Directed	7	7	Pending CO 003
053	Replace existing day tank scale controllers (3 Pricing Options Received)	Owner Directed	0	0	
054	Coating steel floor plates in membrane room.	Other	0	0	
055	Replace lights in existing filter pipe gallery	Owner Directed	0	0	
056	Remove and dispose of backwash troughs and surface wash systems @ existing filters	Owner Directed	2	2	Pending CO 003
057	Add Sidewalk	Owner Directed	0	0	
058	Peroxide area modifications	Other	14	14	Pending CO 003
SUMMATION Change Order No. 3			52	48	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **033**
Date Issued: **4/11/17**

CHANGE CONTROL FORM (CCF)

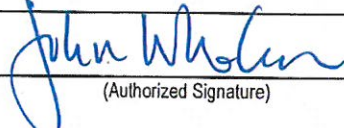
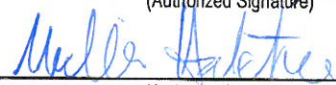
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Replace the existing Alum Tanks adjacent to the Chemical Building. Add chemical tank sensors. Remove the alum chemical pump in the Chemical Building. Relocate the Alum Day Tank into the pump pit where the Chemical Pump is currently located.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	REQUEST FOR PROPOSAL (RFP)		
Drawing(s) Reference:	SK-1, SK-2, SK-3	Spec. Reference:	Spec 43 41 43
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add	\$129,114.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	TBD days	
Engineer:	Contractor:		
 (Authorized Signature)	 (Authorized Signature)		
Owner:	☒ Recommends Acceptance		
 (Authorized Signature)	☐ Recommends Rejection		
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:	Date:		
Authorized by Owner:	Date:		
Accepted by Contractor:	Date:		
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:	Date:		
Directed by Engineer:	Date:		
Accepted by Contractor:	Date:		

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **041**
Date Issued: **10/31/17**

CHANGE CONTROL FORM (CCF)

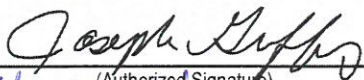
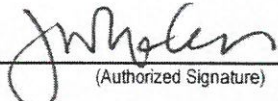
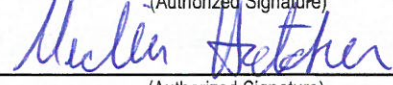
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Additional pipe removal at existing filter building pipe gallery.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	None	Spec. Reference:	None
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$2,130.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	1 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **046**
Date Issued: **1/16/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Total cost to remove existing Filter Media including LS proposal from Eagle Industrial Services (\$16,000.00) and Judy Construction OH&P to facilitate the work.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$18,584.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	7 days	
Engineer:	Contractor:		
 (Authorized Signature)		 (Authorized Signature)	
Owner:	☒ Recommends Acceptance		
 (Authorized Signature)		☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **048**
Date Issued: **1/26/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062
Project Name:	Franklin Water Treatment Plant Modifications
Engineer:	Smith Seckman Reid, Inc.
Contractor:	Judy Construction Company

DESCRIPTION OF CHANGE

Addition of electrical to include HS pump thermistors and motor heaters as requested

(Attach Supporting Documentation)

Requested By:	CONTRACTOR
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)
Drawing(s) Reference:	NONE
Spec. Reference:	NONE

REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

We propose to perform the Work or make the Claim described above for the following change in Contract
Cost and Contract Times:

- | | | |
|--|--|-------------------|
| ☐ No Change in Contract Amount is required. | ☒ A Change in Contract Amount is required: Add/Ded | \$3,665.00 |
| ☐ No Change in Contract Time is required. | ☒ A Change in Contract Time is required: | 2 days |

Engineer:

(Authorized Signature)

Contractor:

(Authorized Signature)

Owner:

(Authorized Signature)

☒ Recommends Acceptance

☐ Recommends Rejection

WORK CHANGE DIRECTIVE

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

Recommended by Engineer:

Date:

Authorized by Owner:

Date:

Accepted by Contractor:

Date:

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.

Recommended by RPR:

Date:

Directed by Engineer:

Date:

Accepted by Contractor:

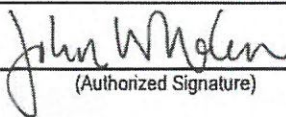
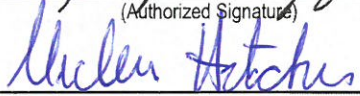
Date:

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **049**
Date Issued: **2/7/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Additon of one turbidimeter; including installation, piping, programming, setup, testing			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	NONE	Spec. Reference:	NONE
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$2,718.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	2 Days	
Engineer:	Contractor:		
 (Authorized Signature)	 (Authorized Signature)		
Owner:	☒ Recommends Acceptance		
 (Authorized Signature)	☐ Recommends Rejection		
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:	Date:		
Authorized by Owner:	Date:		
Accepted by Contractor:	Date:		
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:	Date:		
Directed by Engineer:	Date:		
Accepted by Contractor:	Date:		

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **051**
Date Issued: **1/8/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062
Project Name:	Franklin Water Treatment Plant Modifications
Engineer:	Smith Seckman Reid, Inc.
Contractor:	Judy Construction Company

DESCRIPTION OF CHANGE

Time and Materail Work Performed by Judy Construction to complete Concrete Repairs within the Existing Clearwell.

(Attach Supporting Documentation)

Requested By: **CONTRACTOR**
This Document is a: **CONTRACTOR CHANGE REQUEST (CCR)**
Drawing(s) Reference: **N/A** Spec. Reference: **N/A**

REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

We propose to perform the Work or make the Claim described above for the following change in Contract
Cost and Contract Times:

☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded \$5,047.00
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required: 3 days

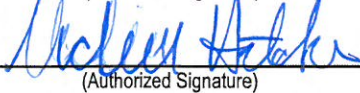
Engineer:


(Authorized Signature)

Contractor:


(Authorized Signature)

Owner:


(Authorized Signature)

☒ Recommends Acceptance
☐ Recommends Rejection

WORK CHANGE DIRECTIVE

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

Recommended by Engineer:

Date:

Authorized by Owner:

Date:

Accepted by Contractor:

Date:

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.

Recommended by RPR:

Date:

Directed by Engineer:

Date:

Accepted by Contractor:

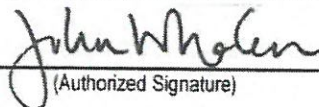
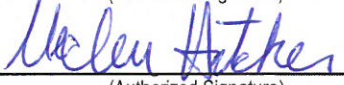
Date:

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **052**
Date Issued: **1/8/18**

CHANGE CONTROL FORM (CCF)

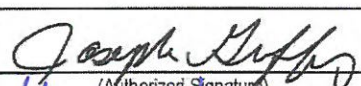
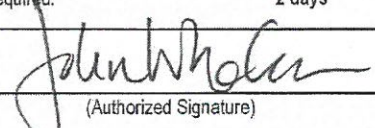
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Time and Materail Work Performed by Judy Construction to complete Pipe Gallery Demo within the Existing WTP Filter Building.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$7,468.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	7 days	
Engineer:	Contractor:		
 (Authorized Signature)		 (Authorized Signature)	
Owner:	☒ Recommends Acceptance		
 (Authorized Signature)		☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
Phone: (615) 383-1113 | Fax: (615) 386-8469



CCF# **056**
Date Issued: **1/18/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Remove and dispose of backwash troughs and surface wash systems at existing gravity filters. Completed on a time and material basis.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add	\$4,153.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	2 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **058**
Date Issued: **3/6/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
The addition of two (outside & inside) eyewash shower fixtures at the peroxide building. Install includes valving and venting modifications required.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	D1.1-09 (attached)	Spec. Reference:	Divison 22
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$24,564.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	14 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	_____ (Authorized Signature)	☐ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER EXTENSION PROJECT [SR-397 MACK HATCHER PARKWAY WEST, FROM
SOUTH OF SR-96, WEST FRANKLIN TO EAST OF SR-106 (US-431) NORTH OF FRANKLIN
WILLIAMSON COUNTY]**

COF Contract No. 2013-0034

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the **City of Franklin, Tennessee** ("City") and **CDM Smith, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, From South of SR-96, West Franklin to East of SR-106 (US-431) North of Franklin Williamson County] (COF Contract No. 2013-0034), dated the 23rd day of April 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of **TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED and No/100 Dollars (\$277,500.00)**; and

WHEREAS, the City and the Consultant amended this agreement through the following amendments:

- Amendment No. 1, dated November 25, 2014 (\$355,056.00)
- Amendment No. 2, dated February 9, 2016 (\$81,607.00)
- Amendment No. 3, dated April 11, 2017 (\$92,600.92)
- Amendment No. 4, dated September 12, 2017 (\$432,600.00)

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated March 23, 2018, in the amount of **THIRTY-TWO THOUSAND SIX HUNDRED FORTY AND NO/100 DOLLARS (\$32,640.00)**; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 23, 2018, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **THIRTY-TWO THOUSAND SIX HUNDRED FORRTY AND NO/100 DOLLARS (\$32,640.00).**

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated April 23, 2013, Amendment No. 1 dated November 25, 2014: Amendment No. 2 dated February 9, 2016: Amendment No. 3 dated April 11, 2017: and Amendment No. 4 dated September 12, 2017 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM Smith, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney



210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-320-3161
fax: 615-320-6560

March 23, 2018

Mr. Paul Holzen
City of Franklin
109 3rd Ave. S.
Nashville, TN 37064

RE: STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Franklin, Williamson County

Dear Mr. Holzen:

We are pleased to submit this scope of work and associated fee estimate for the additional work as approved by TDOT staff on the above referenced project. This additional work results from requests by TDOT to revise the project plans for Right of Way.

In summary, this work includes the revisions to the right-of-way plans, associated legal description updates, and other right of way issues as discussed with TDOT in the December 15, 2017 meeting. We anticipate one right of way revision and associated letting revision submittal to TDOT, which are included in this scope of work. This estimate also includes a partial reimbursement for lighting design, performed at request of TDOT during the construction plans review process, which was not anticipated with the previous revision scope.

A more detailed description of the additional work can be found in the Project Scope (Exhibit A).

The total work order request is for \$32,640.00. In summary, the requested estimate is distributed as follows:

Tasks	Fees
Portfolio development and re-submittal	\$3,480.00
Roadway lighting fixture changes and quantity update	\$6,810.00
Plans updates for tract 9 revisions	\$22,350.00
Total	\$32,640.00

CDM Smith appreciates the opportunity to continue to support the design and future construction of the Mack Hatcher extension and provide these design services to the City of Franklin and TDOT. If you have any questions about this proposal, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Brandie C. Cookston".

Brandie C. Cookston, PE, CPESC, CPSWQ, ENV-SP
Client Service Leader
CDM Smith Inc.





cc: Zack Daniel – CDM Smith
Jeff Mize – CDM Smith
Nathan Long – Amec Foster Wheeler
Jonathan Marston – City of Franklin

Attachments: Exhibit A – Project Scope and Fee

Exhibit A Project Scope and Fee

STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

March 23, 2018

This scope of services for additional work on the above referenced project as requested by TDOT. The tasks outlined below are in addition to the work included in the original scope of work and previous supplements.

This scope includes the revisions to the right-of-way plans, associated legal description updates, and lighting revisions (quantities and fixture changes).

- CDM Smith will perform right of way plans revisions to Tract 9 as prescribed by TDOT staff in the project meeting on December 15, 2017, limited to the following items:
 - o Addition of ROW commitments sheet
 - o Evaluation of grading on Tract 9 for future use
 - o Change driveway access right of way from permanent to temporary (construction).
 - o Legal Descriptions were revised accordingly for the listed plans revisions.
- Lighting updates include fixture changes and associated quantity updates (included in construction plans submission).
- CDM Smith anticipates one additional right of way revision and has included anticipated time associated with this revision and coordination required.
- CDM Smith anticipates one additional portfolio submittal for the updates listed.

The project fee will be distributed as follows:

Tasks	Fees
Portfolio development and re-submittal	\$3,480.00
Roadway lighting fixture changes and quantity update	\$6,810.00
Plans updates for tract 9 revisions	\$22,350.00
Total	\$32,640.00

The total amount of \$32,640.00 will be invoiced in accordance with the pre-approved billing rate contract. See attached TDOT approved hourly estimates for the required revisions.

3/2/2018

TDOT approved fee
estimate

**EXHIBIT A
DESIGN
FEE ESTIMATE**

**REGION 3
WILLIAMSON COUNTY
STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From SR-96 to SR-106**

Tasks	HOURS PER PERSONNEL CLASS				
	Proj. Mgr.	Proj Eng	Engineer	CAD Tech	CAD Drafter
Portfolio development and resubmittal	4	8	4	8	
Roadway lighting fixture changes and quantity update	4	16	12	16	
Plans updates for Tract 9 revisions	24	20	60	60	
HOURS PER CLASSIFICATION	32	44	76	84	
MANDAYS	4	5.5	9.5	10.5	
TOTAL HOURS	236				
TOTAL DAYS	29.5				

DIRECT (LABOR)	RATE		HOURS		LABOR
Project Manager	\$ 58.00	x	32	=	\$ 1,856.00
Project Engineer	\$ 56.00	x	44	=	\$ 2,464.00
Engineer/Senior Designer	\$ 45.00	x	76	=	\$ 3,420.00
CAD Tech	\$ 35.00	x	84	=	\$ 2,940.00
CAD Drafter	\$ 25.00	x		=	\$ -
LABOR =					\$ 10,680.00

OVERHEAD (DL x 1.76)					
	\$ 10,680.00		X	176.30%	\$ 18,828.84

FEE (DL x 2.35 x 12.5%)						
\$	10,680.00	X	2.35	X	12.5%	\$ 3,137.25

DIRECT EXPENSES					
Mileage			X	0.470	\$ -
Meals			X		\$ -
Lodging			X		\$ -
Printing (Half-size Bond)			X	0.25	\$ -
Lodging			X	142.61	\$ -
Per Diem			X	49.5	\$ -
Postage/Shipping					\$ -
DIRECT EXPENSES =					\$ -

FINAL DESIGN = \$ 32,646.09

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR SR96W MULTIUSE TRAIL PROJECT
COF Contract No. 2016-0325**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the **City of Franklin, Tennessee** ("City") and **Alfred Benesch and Company** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled SR96W Multiuse Trail (Vera Valley Dr. to 5th Ave North), November 8, 2016; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a fee of One Hundred Twenty-One Thousand Three Hundred Eleven and No/100 Dollars (\$121,311.00), as authorized by the City Engineer and as detailed in the Scope of Services and Fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated March 16, 2018, for an increase in engineering services in the not-to-exceed amount of **Forty-Six Thousand Two Hundred Twenty-Six and 50/100 Dollars (\$46,226.50)**; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 16, 2018, letter of proposal (Attachment A"), which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A in an amount not-to-exceed **Forty-Six Thousand Two Hundred Twenty-Six and 50/100 Dollars (\$46,226.50)**.

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated November 8, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

ALFRED BENESCH AND COMPANY

By: _____
 Dr. Ken Moore
 Mayor
 Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

March 16, 2018

Mr. H. Gupta Borra, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Supplemental Scope and Man-day Estimate to Provide Engineering Services
For SR 96 West Multi-Use Path from Vera Valley Road
To 5th Avenue North in Downtown Franklin, TN

Dear Mr. Borra:

As requested we have completed a scope and man-day estimate to provide additional professional engineering services for the above named project, we appreciate the opportunity to submit information. The additional scope of work items are detailed as follows:

1. Utility Coordination
 - a. Notify in writing all utility companies (60-day response time).
 - b. 2nd Notice to all non-responsive utility companies (10-day response time).
 - c. Issue Preliminary Plans and solicit comments (2 possible utility meetings).
 - d. Issue ROW plans and timeline for relocation plans submittals.
 - e. Review and approve relocation plans.
 - f. Coordinate any contracts between the City and Utility.
 - g. Package information for submittal to TDOT for Utility Coordination Conformance.
2. Relocation design of 1500 LF of 8" City of Franklin water main.
3. Relocation design of City of Franklin Sanitary Sewer Conflicts.
4. Upgrade and redesign for pedestrian signals and signal loops at Boyd Mill Avenue.
5. Upgrade and redesign of pedestrian signals and signal loops at 11th Avenue North.
6. Realignment of path along Freedom Intermediate School due to recent reconstruction of the school's playground.
7. NEPA Supplemental Service (Griggs and Maloney).
 - a. See the attached letter from Steve Maloney
8. Survey Services (Civic Engineering and IT, Inc.)
 - a. Civic will provide surveying services to field stake Existing and Proposed right-of-way One (1) Time along the north side of Highway 96 between Vera Valley Drive and 5th Avenue North in Franklin, TN.
 - b. Wooden stakes will be placed at property lines (22 Tracts), right-of-way breaks, beginning and end of curves and intermediate curve points as necessary.

Recipient

Page | 2



- c. Perform Topographic Survey for a newly constructed playground area on the Freedom Intermediate School property north of the existing sidewalk.
- d. Electronic data for the Topographic Survey will be provided in ASCII and Microstation/Geopak formats.
- e. Civic will not be responsible for contacting property owners.

Based on the above scope of additional services please find the attached estimate for a total supplement amount of \$46,226.50.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Clinard, P.E.".

Thomas M. Clinard
Senior Vice President



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

March 7, 2018

Mr. Sammie McCoy
Alfred Benesch & Company
Creekside Crossing
1118 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027

**RE: ADDITIONAL TIME/EXPENSE CHARGES FOR SR 96W MULTI-USE TRAIL
FRANKLIN, TENNESSEE**

Dear Mr. McCoy:

I have presented below additional charges relative to the SR 96W Multi-Use Trail. As of now, we are \$5,952.60 over our original estimate due the City of Franklin wanting to adjust the alignment after the NEPA documentation was submitted and working with Katie McKeel (TDOT) to amend the submittal, then the additional time from TDOT's delays beginning in late April/early May when it was discovered that Katie McKeel had left and the project was in "no man's land." Work carried on through the discussions of the ROW changes, to working with the new TDOT project manager (Jacob Van Buer), and then finally to TDOT's decision that re-coordination was necessary. Working through this process with Mr. Van Buer also resulted in additional charges while preparing the Streamlined Documentation Checklist (SDC).

NEPA Documentation Adjustment/Amendments/Streamlined Documentation Checklist

Steve Maloney	<i>Principal</i>	15 hours	@ \$190/Hr. =	\$2,850.00
Kerry Given	<i>Environmental Scientist</i>	22 Hours	@ \$100/Hr. =	\$2,200.00
Dinah Moore	<i>Draftsperson</i>	4 Hours	@ \$80/Hr. =	\$320.00
Deidre Alexander	<i>Secretary</i>	9 Hours	@ \$55/Hr. =	\$495.00
			Subtotal	\$5,865.00
Expenses, Mileage		146 miles	@ \$0.60/mile =	\$87.60
			TOTAL	\$5,952.60

These additional charges were necessary to complete the NEPA documentation for the project. If you have any questions, please advise.

Sincerely,

GRIGGS & MALONEY, INC.

A handwritten signature of Steve Maloney in black ink, written over a circular stamp that reads 'Steve Maloney President'.

Steve Maloney
President



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

SR 96 West Multi-use Path

From 5th Ave. to Vera Valley Drive

Williamson County

General Comments:

Additional Services Fee Proposal for adding a 10' multi-use path along one side or the route.

Alfred Benesch & Company

Thomas M. Clinard, PE

8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:

S. McCoy, PE

Date prepared:

3/8/2018

DESIGN MANDAY ESTIMATE



ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

DESIGN TASKS	
1 Utility Coordination	15.0 MANDAYS
2 Waterline Design	15.0 MANDAYS
3 Sewer Design	6.0 MANDAYS
4 Pedestrian Signal Design at Boyd Mill	4.0 MANDAYS
5 Pedestrian Signal Design at 11th Avenue North	4.0 MANDAYS
6 Realignment of Path at Freedom Intermediate School	3.0 MANDAYS
TOTAL DESIGN MANDAYS	47.0 MANDAYS

☒ Remove X to display instructions.

LABOR RATES

ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018



PERSONNEL	MANDAY RATE
PROJECT MANAGER II (\$128/hr)	\$ 1,024.00
PROJECT ENGINEER II (\$108/hr)	\$ 864.00
PROJECT ENGINEER I (\$92/hr)	\$ 736.00
DESIGNER II (\$78/hr)	\$ 624.00
DESIGNER I (\$72/hr)	\$ 576.00

TOTAL MANDAYS	47.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	0.0 %
RIGHT-OF-WAY PLANS	0.0 %
CONSTRUCTION PLANS	100.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS 0.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % PREL. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER II	16.0 % PREL. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER I	30.0 % PREL. PLANS	0.0 M.D.	\$ -
DESIGNER II	30.0 % PREL. PLANS	0.0 M.D.	\$ -
DESIGNER I	20.0 % PREL. PLANS	0.0 M.D.	\$ -
100.0 %			
TOTALS PRELIMINARY PLANS		0.0 M.D.	\$ -
RIGHT-OF-WAY PLANS 0.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % R.O.W. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER II	16.0 % R.O.W. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER I	20.0 % R.O.W. PLANS	0.0 M.D.	\$ -
DESIGNER II	30.0 % R.O.W. PLANS	0.0 M.D.	\$ -
DESIGNER I	30.0 % R.O.W. PLANS	0.0 M.D.	\$ -
100.0 %			
TOTALS RIGHT-OF-WAY PLANS		0.0 M.D.	\$ -
CONSTRUCTION PLANS 100.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % CONST. PLANS	1.9 M.D.	\$ 1,945.60
PROJECT ENGINEER II	16.0 % CONST. PLANS	7.5 M.D.	\$ 6,480.00
PROJECT ENGINEER I	20.0 % CONST. PLANS	9.4 M.D.	\$ 6,918.40
DESIGNER II	30.0 % CONST. PLANS	14.1 M.D.	\$ 8,798.40
DESIGNER I	30.0 % CONST. PLANS	14.1 M.D.	\$ 8,121.60
100.0 %			
TOTAL MANDAYS CONSTRUCTION PLANS		47.0 M.D.	\$ 32,264.00
TOTAL LABOR COSTS			\$ 32,264.00

☒ Remove X to display instructions.



DESIGN DIRECT EXPENSES

ROUTE: SR 96 West Multi-use Path
 DESCRIPTION: From 5th Ave. to Vera Valley Drive
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

			Item Subtotal	Item Total Cost
Reproduction Costs:				
Item Description	Number / Unit	Unit Price		
Photo-copies	0	\$ 0.10	\$ -	
Full size bond	0	\$ 1.00	\$ -	
Half size bond	0	\$ 1.00	\$ -	
Full size vellum	0	\$ 3.00	\$ -	
Half size vellum	0	\$ 10.00	\$ -	
Color Printing	0	\$ 0.73	\$ -	\$ -
Travel:				
Number of Trips	No. of Miles/No. of People	RATE *		
Per Diem (75%)		\$ 0.00 Per Day	\$ -	
Per Diem		\$ 0.00 Per Day	\$ -	
Transportation	X 70.00 Miles X	\$ 0.55 Per Day	\$ -	
Lodging		\$ 0.00 Per Person	\$ -	\$ -
Other Expenses:				
Sub-Consultants	Unit Price			
Griggs and Maloney, Inc. (NEPA Supplemental Services)	\$ 5,952.50	\$ 5,952.50		
Civic Engineering and IT, Inc. (ROW Staking)	\$ 8,010.00	\$ 8,010.00		
		\$ -		
				\$ 13,962.50
TOTAL DIRECT EXPENSES				\$ 13,962.50
DIRECT EXPENSES PRELIMINARY PLANS				
DIRECT EXPENSES ROW PLANS			\$ -	
DIRECT EXPENSES CONSTRUCTION PLANS			\$ 13,962.50	

FEE PROPOSAL

FEE PROPOSAL

ROUTE: SR 96 West Multi-use Path
 DESCRIPTION: From 5th Ave. to Vera Valley Drive
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

**Preliminary Design**

Labor	=	\$	-
Direct Expense	=	\$	-
Total Preliminary Plans	=	\$	-

Right-of-Way Design

Labor	=	\$	-
Direct Expense	=	\$	-
Total Right-of-Way Plans	=	\$	-

Construction Design

Labor	=	\$	32,264.00
Direct Expense	=	\$	13,962.50
Total Construction Plans	=	\$	46,226.50

Totals

Labor	=	\$	32,264.00
Direct Expense	=	\$	13,962.50
Total Project	=	\$	46,226.50

Total Not to Exceed:	\$	46,226.50
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RESOLUTION 2018-36

**A RESOLUTION AUTHORIZING THE USE OF THE FY 2019 ON-CALL ANNUAL CONTRACT FOR
PAVEMENT PRESERVATION (COF CONTRACT NO. 2018-0036) PRIOR TO JULY 1, 2018**

WHEREAS, on April 24, 2018, the City of Franklin Board of Mayor and Aldermen approved Resolution 2018-20 to award the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036) to Jarrett Builders, Inc.; and

WHEREAS, the City of Franklin Streets Department has funds remaining in its fiscal year (FY) 2018 annual operating budget that were allocated to pavement preservation; and

WHEREAS, the Streets Department desires to utilize the contractor and work items, as contained in the recently approved FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036), to perform said work prior to July 1, 2018, which is the start of FY 2019.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that, upon agreement by Jarrett Builders, Inc., as evidenced by the letter attached as Exhibit A, the City of Franklin Streets Department is authorized to utilize the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036) immediately upon final execution of the contract documents and prior to July 1, 2018.

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

ATTEST:

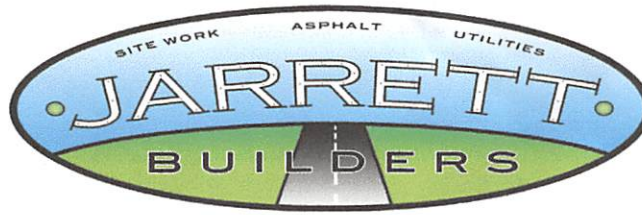
CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



April 26, 2018

**Joe York
Director Street Department
City of Franklin Public Works**

RE: Road Seal Preservation project for the City of Franklin, Tn

Jarrett Builders Inc. is prepared to commence with the Road Seal Preservation project for the City of Franklin, Tn. in May 2018 thru June 30th, 2019 at the amount per square yard as indicated in the bid document submitted to the City of Franklin on 3-28-2018.

If you have any questions or need any assistance, please call or email to (615) 939 - 4246 or benny@jarrettbuildersinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Benny Shepherd", followed by the date "4/26/2018" also in blue ink.

**Benny Shepherd
Vice President
Jarrett Builders, Inc.**



April 26, 2018

**Joe York
Director Street Department
City of Franklin Public Works**

RE: Road Seal Preservation project for the City of Franklin, Tn

Jarrett Builders Inc. is prepared to commence with the Road Seal Preservation project for the City of Franklin, Tn. in May 2018 thru June 30th, 2019 at the amount per square yard as indicated in the bid document submitted to the City of Franklin on 3-28-2018.

If you have any questions or need any assistance, please call or email to (615) 939 - 4246 or benny@jarrettbuildersinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Shepherd', is written over the word 'Sincerely,'. To the right of the signature, the date '4/26/2018' is handwritten in blue ink.

**Benny Shepherd
Vice President
Jarrett Builders, Inc.**

CPI-All Urban Consumers (Current Series)

Original Data Value

Series Id: CUUR0000SA0L1E
Not Seasonally Adjusted
Series Title: All items less food and energy in U.S. city
Area: U.S. city average
Item: All items less food and energy
Base Period: 1982-84=100
Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2008	213.1	213.9	214.9	215.1	215.2	215.6	216.0	216.5	216.9	217.0	216.7	216.1
2009	216.7	217.7	218.6	219.1	219.1	219.3	219.4	219.6	220.1	220.7	220.4	220.0
2010	220.1	220.6	221.1	221.2	221.2	221.3	221.3	221.6	221.9	222.1	222.1	221.8
2011	222.2	223.0	223.7	224.1	224.5	224.9	225.2	225.9	226.3	226.7	226.9	226.7
2012	227.2	227.9	228.7	229.3	229.6	229.9	229.9	230.2	230.8	231.3	231.3	231.0
2013	231.6	232.4	233.1	233.2	233.5	233.6	233.8	234.3	234.8	235.2	235.2	235.0
2014	235.4	236.1	236.9	237.5	238.0	238.2	238.1	238.3	238.8	239.4	239.2	238.8
2015	239.2	240.1	241.1	241.8	242.1	242.4	242.4	242.7	243.4	244.0	244.1	243.8
2016	244.5	245.7	246.4	247.0	247.5	247.8	247.7	248.3	248.7	249.2	249.2	249.1
2017	250.1	251.1	251.3	251.6	251.8	252.0	251.9	252.5	252.9	253.6	253.5	253.6
2018	254.6	255.8	256.6									
year over year change >>>			2.1%									

HALF1	HALF2
214.6	216.5
218.4	220.0
220.9	221.8
223.7	226.3
228.8	230.7
232.9	234.7
237.0	238.8
241.1	243.4
246.5	248.7
251.3	253.0

RESOLUTION 2018-35

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE
CITY OF FRANKLIN EMPLOYEES' PENSION PLAN, PROVIDING A COST OF
LIVING ADJUSTMENT TO THE MONTHLY BENEFIT FOR RETIRED
RECIPIENTS, EFFECTIVE JULY 2018**

WHEREAS, the City of Franklin periodically adopted a cost-of-living adjustment for recipients of benefits from the City of Franklin Employees' Pension Plan, and

WHEREAS, the Board of Mayor and Aldermen wishes to approve a cost of living increase to maintain the purchasing power of retiree benefit payments, and

WHEREAS, the formula previously used by BOMA is based on the March-to-March change in the Consumer Price Index (CPI) - U.S. City average for all items less food & energy, as reported by the United States Bureau of Labor Statistics (BLS).

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

Section 1. That the custodial bank of the City of Franklin Employees' Pension Plan be instructed to make effective on July 1, 2018, the change in the appropriate CPI series between March 2017 and March 2018 in the amount of monthly benefit to eligible beneficiaries of the Plan.

Section 2. That this Resolution shall be effective on July 1, 2018.

IT IS SO RESOLVED AND DONE on this ____ day of May, 2018.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley
City Attorney

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:	2018-015 (voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance)						
Notice to proposers published in the <i>Williamson Herald</i> on:	3/29/18						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:	20 / 11						
Date and time proposal due and publicly opened:	4/19/18 2:00 PM						
Present at opening of proposals:	Matt Carter of Sun Life; Colby Hinson and Bill Lamb of Met Life; Jake Davis of Cowan / HUB; Tracy Harness, Brittney Lindsey, Sara E. Sylvis and Kevin Townsel of the City of Franklin HR Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:	5/8/18						
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Rates:	Payment terms:	Proposal is valid and may be accepted through:
Continental American Insurance Co. (CAIC) (Aflac) 1600 Williams Street Columbia, SC 29201 Kasha Kuhlman, Group Underwriter II 803/851.2235 KKuhlman@aflac.com	No	Yes	82.00	not interviewed	See rate tables included in proposal	net 30 days	90 days after Request of Proposal submission.
Dearborn National Life Insurance Co. 701 E. 22nd Street Lombard, IL 60148 Tyler Cummins, Sales Executive 1616 Westgate Circle, Suite 104 Brentwood, TN 37027	Yes	Yes	99.00	92.67	See rate tables included in proposal	net 30 days	6/30/2018
Hartford Life and Accident Insurance Co. (Aetna) One Hartford Plaza Hartford, CT 06155 Julie Currin, Senior Account Manager 704/221-5530 CurrinJ@aetna.com	No	Yes	88.00	not interviewed	See rate tables included in proposal	net 30 days	07/17/2018- Offer is valid for 90 days
Metropolitan Life Insurance Co. 200 Park Avenue New York NY 10166 James Hinson 830 Crescent Centre Drive Franklin, TN 37067 615/435-4533 jhinson@metlife.com	No	Yes	86.00	not interviewed	See rate tables included in proposal	Due first day of each month, grace period 31 days, followed by possible cancellation if not paid.	6/30/2018

*Shaded submittal is the submittal scored highest by the interview panel

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:	2018-015 (voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance)						
Notice to proposers published in the <i>Williamson Herald</i> on:	3/29/18						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:	20 / 11						
Date and time proposal due and publicly opened:	4/19/18 2:00 PM						
Present at opening of proposals:	Matt Carter of Sun Life; Colby Hinson and Bill Lamb of Met Life; Jake Davis of Cowan / HUB; Tracy Harness, Brittney Lindsey, Sara E. Sylvis and Kevin Townsel of the City of Franklin HR Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:	5/8/18						
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Rates:	Payment terms:	Proposal is valid and may be accepted through:
Minnesota Life Insurance Co. (Ochs) 400 Robert Street North St. Paul, MN 55101 Katie Degelmann, Sales Representative 1-800-392-7295 KDegelmann@ochsinc.com	Yes	Yes	86.00	not interviewed	See rate tables included in proposal	net 30 days	Quote valid for 120 days
Mutual of Omaha (Voyageur Strategies, Ltd.) 2001 Winston Avenue Louisville, KY 40205-2533 J. Kent Gregory, PhD, President & CEO 502/550-9561 kent@voyageurstrategies.com	No	Yes	79.00	not interviewed	See rate tables included in proposal	net 30 days	7/1/2018
Standard Insurance Co. 1100 SW 6th Ave Portland, OR 97204 John Heil, Employee Benefits Specialist 615/778-1727 John. Heil@standard.com	No	Yes	88.00	not interviewed	See rate tables included in proposal	net 30 days	7/11/2018
Sun Life Assurance Co. of Canada One Sun Life Executive Park Wellesley Hills, MA 02481 Matthew Carter Sr. Employee Benefits Representative 615/497-9766 matthew.carter@sunlife.com	No	Yes	92.00	not interviewed	See rate tables included in proposal	See deviations for billing options.	Proposal is valid until the effective date.

*Shaded submittal is the submittal scored highest by the interview panel

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:	2018-015 (voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance)						
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Target meeting of BOMA at which recommendation is scheduled to be considered:	5/8/18						
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Rates:	Payment terms:	Proposal is valid and may be accepted through:
Symetra Life Insurance Co. 1699 King Street, Suite 106 Enfield, CT 06082 Lisa Marecki, VP of Underwriting, Group Life, Disability & Select Benefits 860/746-7701 lisa.marecki@symetra.com	Yes	Yes	96.00	96.33	See rate tables included in proposal	net 30 days	6/30/2018
The Prudential Insurance Co. of America 751 Broad Street Newark, NJ 07201 Kevin Murphy 545 Mainstream Drive, Suite 210 Nashville, TN 37228 877/500-1615 Kevin.murphy@prudential.com	No	Yes	88.00	not interviewed	See rate tables included in proposal	net 30 days	The quote Prudential has provided will remain firm for 90 days. Proposer may reevaluate offer within the 90 days if the number of lives or volume fluctuates by more than 10%.
USable Life 17500 Chenal Parkway, Ste 500 Little Rock, AR 72223 Doug Davis, Sales Manager - Mid Atlantic Region 3200 West End Avenue, Suite 306 Nashville, TN 37203 615/715-6034 Doug.Davis@usablelife.com	Yes	Yes	80.00	not interviewed	See rate tables included in proposal	net 30 days	7/19/2018

*Shaded submittal is the submittal scored highest by the interview panel



HISTORIC
FRANKLIN
TENNESSEE

**CERTIFICATE OF COMPLIANCE
RETAIL FOOD STORE WINE
RENEWAL**

(Aldi #52) – (209 s. Royal Oaks Blvd, Franklin, TN 37064)

The City of Franklin hereby certifies the following facts concerning application in the name of Jesus Lopez with ALDI Inc. (Tennessee), 1200 N. Kirk Road, Batavia, IL 60510, who has made application for a Certificate of Compliance to sell retail food store wine at 209 S. Royal Oaks Blvd, Franklin, TN which is within the corporate limits of the City of Franklin, Williamson, County, Tennessee:

1. An investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify that the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

2. The applicant or applicants have secured a location which lies within the city limits of the City of Franklin which complies with all applicable zoning laws adopted therein by the City.

This the 8th day of May, 2018

Dr. Ken Moore, Mayor
City of Franklin

ATTEST: _____
Eric Stuckey, City Administrator/Recorder

Ward's Mill Capacity Fee

Scott Andrews, EI

Brian Goodwin, PE

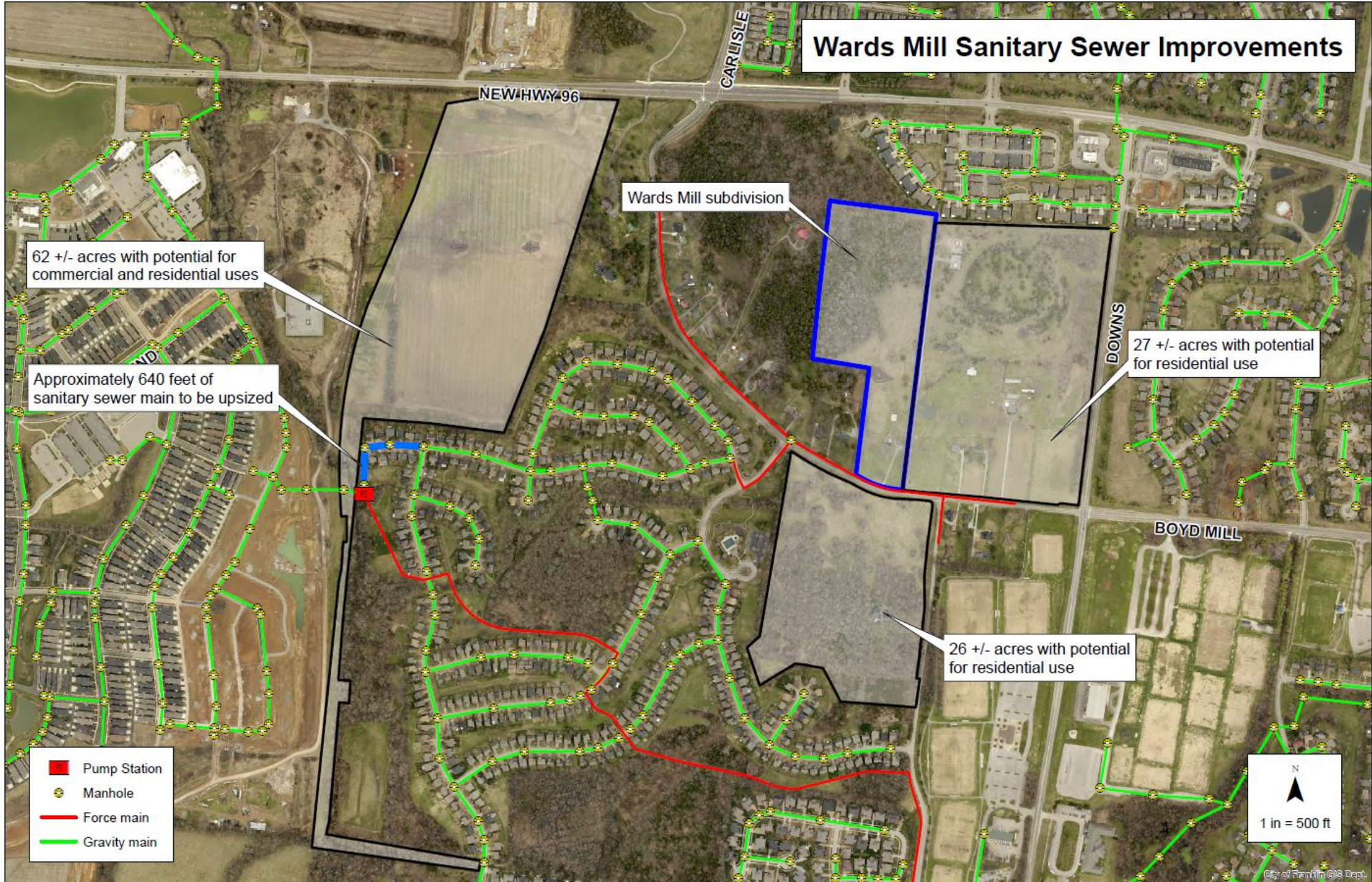
Jimmy Wiseman, PE

Ben McNeil

Outline

- Development initiated request
- Review of sewer infrastructure
 - Contributing drainage area study
- Developer led infrastructure upsizing
- Capacity fee model created for additional development

Wards Mill Sanitary Sewer Improvements



62 +/- acres with potential for commercial and residential uses

Approximately 640 feet of sanitary sewer main to be upsized

Wards Mill subdivision

27 +/- acres with potential for residential use

26 +/- acres with potential for residential use

-  Pump Station
-  Manhole
-  Force main
-  Gravity main

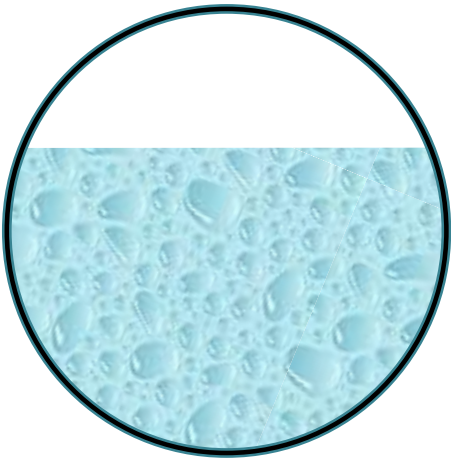
N
1 in = 500 ft

Contributing drainage area at full development

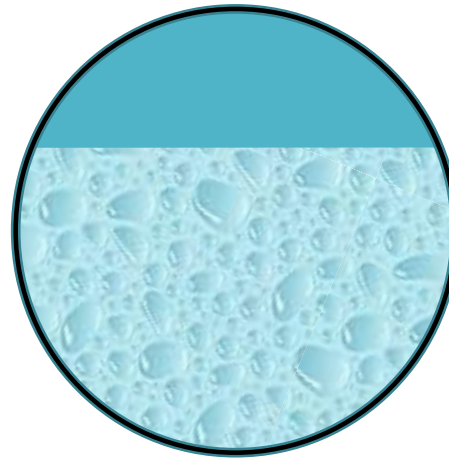
- Wards Mill and potential future developments will utilize additional capacity achieved from upsizing to 15-inch pipe
- The contributing drainage area will essentially be built out at that time, with no major additional flows requiring further improvements

Existing versus Ward's Mill Development

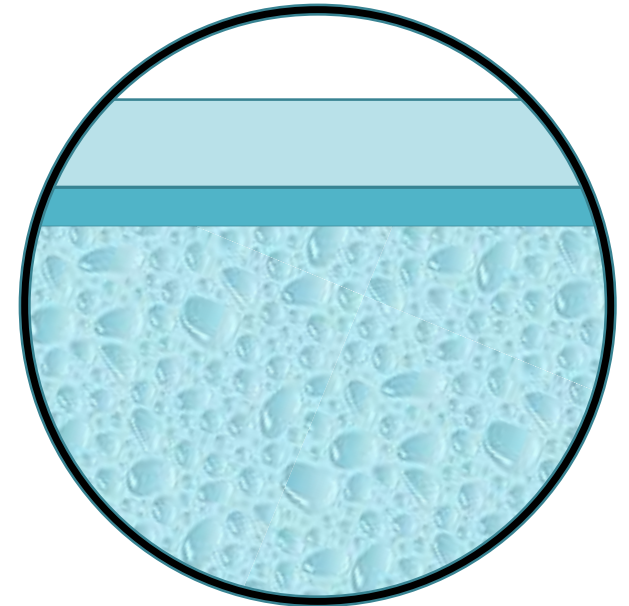
8" diameter
Available capacity = 27%



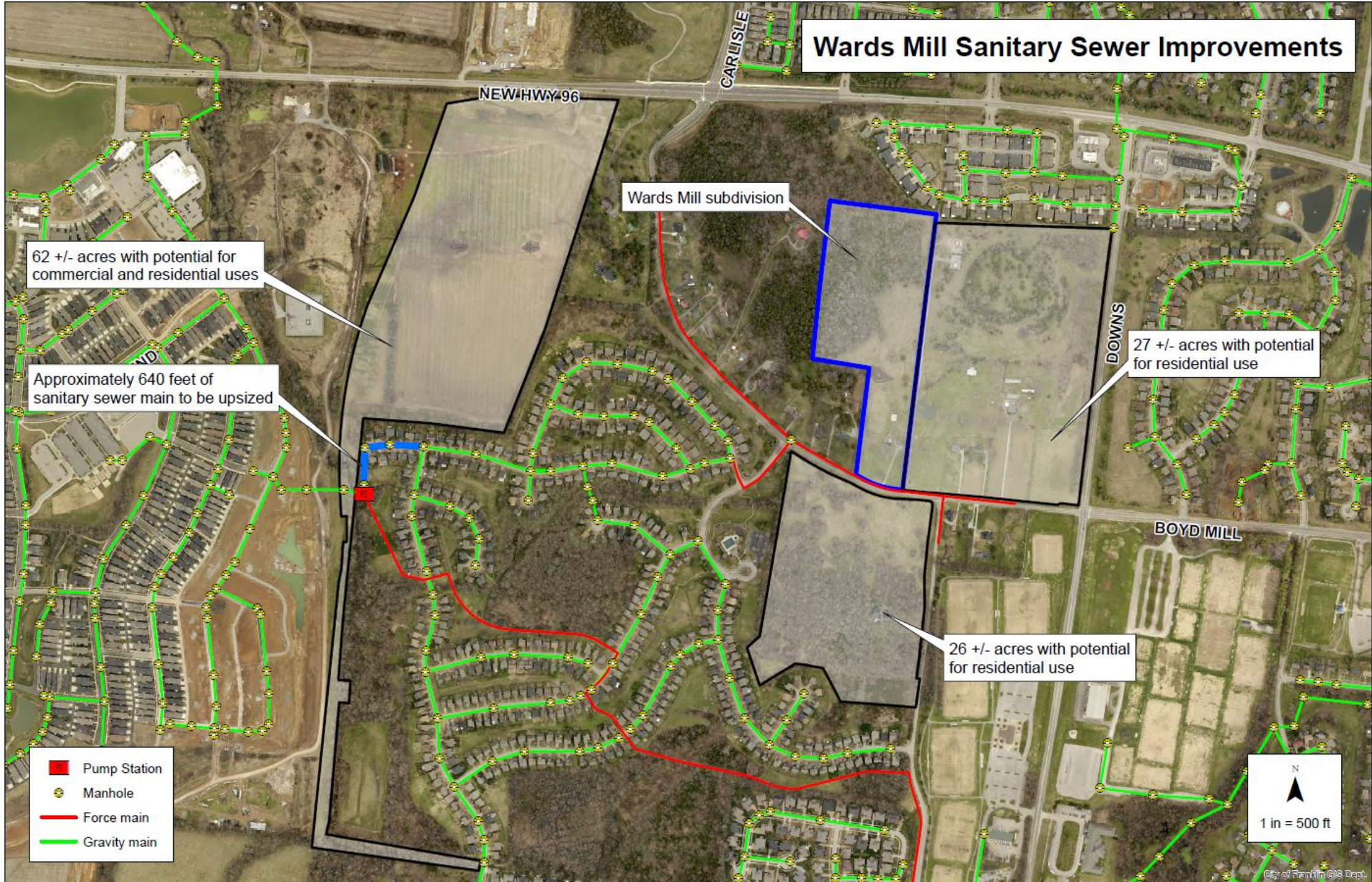
8" diameter
Existing flow + Wards Mill
Available Capacity = 0%



15" diameter
Existing flow + Wards Mill
+ Future Development
Available Capacity = 20%



Wards Mill Sanitary Sewer Improvements



RESOLUTION NO. 2018-34

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO ASSIGN CAPACITY FEES TO FIVE PARCELS THAT WILL BENEFIT FROM AN UNPLANNED CAPITAL IMPROVEMENT TO THE CITY'S PUBLIC WASTEWATER SYSTEM FOR THE PURPOSE OF RECAPTURING THE CITY OF FRANKLIN'S MONETARY CONTRIBUTION TOWARD UPSIZING OF SANITARY SEWER INFRASTRUCTURE IN THE AREA OF BOYD'S MILL.

WHEREAS, the City of Franklin Board of Mayor and Aldermen approved the Wards Mill PUD Development Plan and the Sanitary Sewer Reimbursement Agreement COF Contract No. 2018-0029 in April of 2018; and

WHEREAS, historically the City of Franklin required developers to install infrastructure needed to serve their proposed developments, and the sanitary sewer improvements required to serve the Wards Mill Residential PUD were estimated to be \$350,000.00 and exceeded the financial capacity of this 18-residential unit development; and

WHEREAS, the developer of the Wards Mill PUD has agreed to upsize an existing section of sanitary sewer infrastructure as illustrated on Exhibit A, with the City of Franklin contributing up to \$250,000.00; and

WHEREAS, the following five parcels listed below and illustrated on Exhibit A are in the immediate vicinity of the Wards Mill PUD and were identified as having the potential to redevelop and increase density in the future and directly benefit from the additional capacity achieved through the infrastructure upsizing:

Map 064, Parcel 02800
Map 064, Parcel 02801
Map 077, Parcel 01300
Map 077, Parcel 00201
Map 077, Parcel 00202; and

WHEREAS, the Capacity Fee, which is in addition to the City of Franklin sanitary sewer access and system development fees, will only be collected at such time new development or redevelopment occurs on these parcels, which increases density and capacity of the public sanitary sewer system that existed at the time of the approval of this Resolution.

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

All recitals set forth above are incorporated herein.

Authority is granted to the City Administrator to establish Capacity Fees for each of the five parcels listed below in the amount of \$452.00 per additional dwelling unit and \$84.00 per 100 square feet of additional non-residential space, to provide the opportunity to contribute their proportionate share of the cost to upsize the sanitary sewer infrastructure

Map 064, Parcel 02800
Map 064, Parcel 02801

Map 077, Parcel 01300
Map 077, Parcel 00201
Map 077, Parcel 00202

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2018

ATTEST:

By: _____

ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____

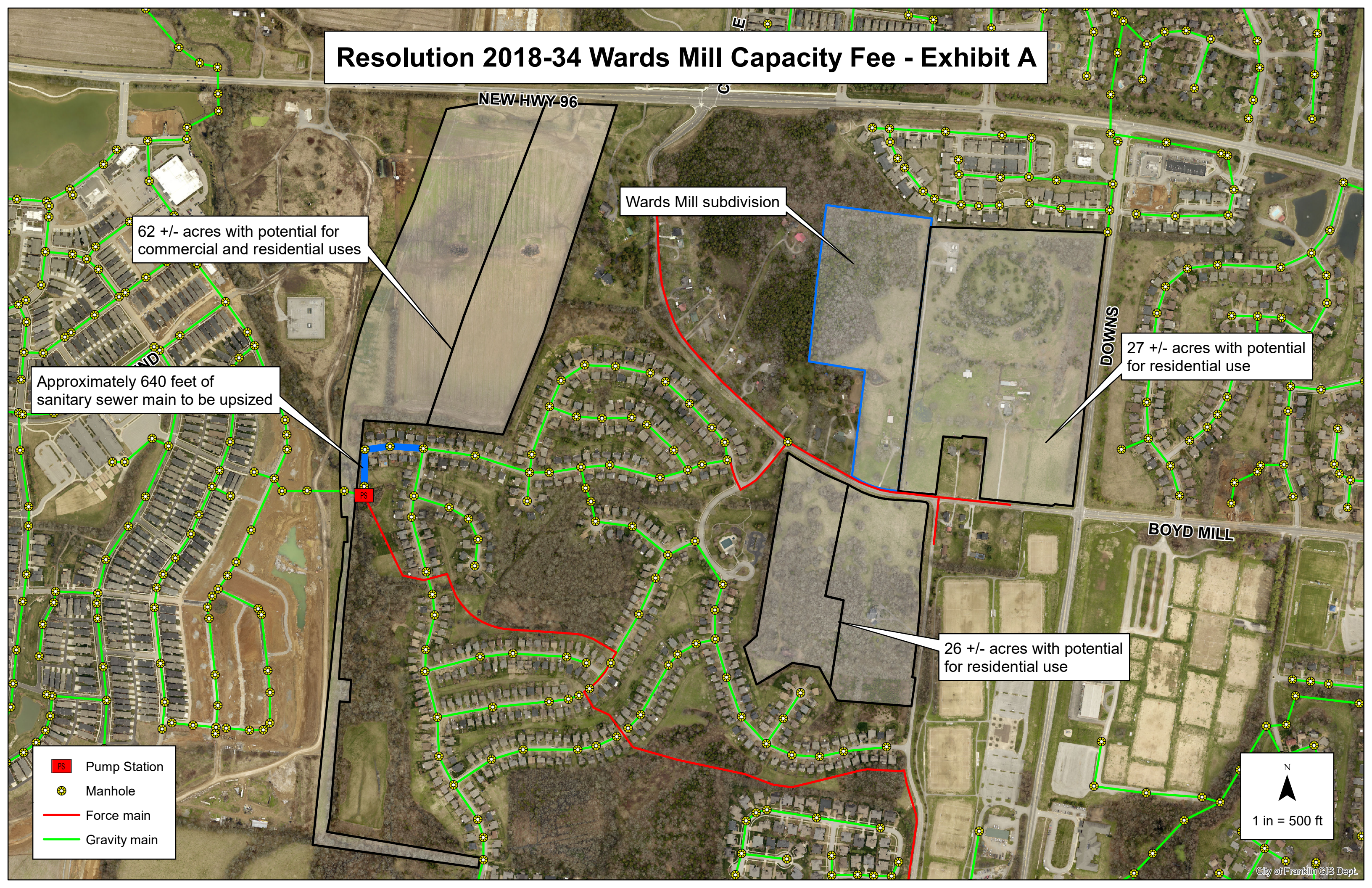
DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley, City Attorney

Resolution 2018-34 Wards Mill Capacity Fee - Exhibit A



BOMA Work Session

May 8, 2018

My name is Susan Joyner and we own land on Boyd Mill Avenue. We wish to enter the following statement into the minutes of this Work Session.

We oppose the passage of the Consideration of Resolution 2018-34 for the following reasons:

- **The Resolution is directly tied to Contract 2018-0029 with Trace Construction for the purpose of recapturing funds being given to that contractor for an existing gravity sewer system to be upgraded solely for his project at this time.**
- **The Resolution would not be needed if the aforementioned Contract had not been put in place.**
- **The online BOMA agenda gave the name of this Resolution item as Sanitary Sewer Capacity Fee Model which implies that this same strategy will be applied in the future to similar (or not) projects.**
- **As owners of two of the parcels mentioned in the Resolution, we oppose "future requirements" (in this particular instance, recapture amounts that a developer must pay to the City) tied to our property and we know that the dollar amount can increase without notice.**
- **We have been advised by legal counsel that the Resolution can affect the "future value" of our land as a developer may choose to acquire other acreage that is not so encumbered.**
- **BOMA and landowners installed a grinder pump sewer system several years ago that will not support additional development. An upgrade to the existing gravity sewer system in the area would have been the correct solution then.**
- **We conclude this action is setting a precedent for incentive contracts with developers who are not seeking those funds because they desire to build in beautiful Franklin.**

Susan Joyner
Lucile Rosenthal

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SEWERS PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRECONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
 - A. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
 - B. A SEWER INFRASTRUCTURE INSTALLATION PERMIT WITH ALL STEPS COMPLETELY AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
 - C. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
 - D. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
5. PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO RIGHT-SIDE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR OFF-SIDE-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.

IMPACT STATEMENT

THE DEMAND OF THE PROPOSED DEVELOPMENT CAN BE ADEQUATELY ACCOMMODATED BY THE EXISTING INFRASTRUCTURE, AND THE PROJECT IS NOT ANTICIPATED TO HAVE A NEGATIVE EFFECT ON THE UTILITIES OR OTHER USER THEREOF. THE PROJECT WILL USE DOMESTIC, FIRE AND IRRIGATION WATER SERVICE PROVIDED BY THE CITY OF FRANKLIN. SANITARY SEWER IS PROVIDED BY THE CITY OF FRANKLIN. RECLAIMED WATER IS NOT INCLUDED IN THE PROPOSED DEVELOPMENT, BUT MAY BE UTILIZED FOR IRRIGATION PURPOSES IF IT IS AVAILABLE.

THE PROPOSED DETACHED SINGLE-FAMILY RESIDENTIAL PROJECT WILL UTILIZE EXISTING UTILITIES ADJACENT TO THE SITE TO PROVIDE WATER, SANITARY SEWER, ELECTRIC, GAS AND COMMUNICATION. AN OFF-SITE SANITARY SEWER EXTENSION FROM THE ADJACENT FRANKLIN GREEN SUBDIVISION WILL BE REQUIRED (APPROX. 1208'-4" LF OF 8" SANITARY SEWER) AND APPLICANT IS EVALUATING THE CAPACITY OF THE REMAINING DOWNSTREAM SANITARY SEWER MAINS TO DETERMINE IF THE REMAINING SEWER CAPACITY TO SERVE THE PROJECT IS ADEQUATE. NO OTHER UTILITY MAIN EXTENSIONS ARE EXPECTED TO BE REQUIRED TO FACILITATE THE DEVELOPMENT OTHER THAN WHAT IS NEEDED INTERNALLY TO SERVICE THE PROPOSED SUBLOTS. ADDITIONAL FIRE HYDRANTS ARE TO BE INSTALLED TO PROVIDE ADEQUATE FIRE PROTECTION HOSE COVERAGE.

1. ALL PIPES UNDER EXISTING PAVED AREAS SHALL BE BACKFILLED TO TOP OF SUBGRADE WITH CRUSHED STONE UNLESS CITY OF FRANKLIN SPECIFICATIONS REQUIRE FLOWABLE FILL.
2. WHERE SEWER LINES PASS OVER OR WITHIN 2.5' OF WATER MAINS, THE SEWER SHALL BE ENCASED IN CONCRETE.
3. ALL PAVED AREAS SHALL BE CONSTRUCTED TO SUBGRADE AND ALL PROPOSED FILLS SHALL BE MADE AND COMPACTED PRIOR TO CONSTRUCTION OF SANITARY SEWERS.
4. PROPOSED SEWER LINES INSTALLED WITHIN NATURAL EARTH MAY BE SDR 35 PVC. PROPOSED SEWER LINES INSTALLED WITHIN FILL MUST BE DUCTILE IRON PIPE.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL BENDS, JOINTS, AND FITTING REQUIRED TO CONSTRUCT UTILITIES.
6. THE CONTRACTOR SHALL VERIFY THE EXISTING INVERT ELEVATIONS OF SANITARY SEWERS PRIOR TO CONSTRUCTION.
7. A MINIMUM OF 3' OF GROUND COVER SHALL BE MAINTAINED OVER ALL PROPOSED SANITARY SEWER MAINS.
8. SEE MECHANICAL AND PLUMBING DRAWINGS FOR EXACT LOCATIONS OF SEWER CONNECTIONS, WATER CONNECTIONS, AND GAS CONNECTIONS. THE UTILITY CONTRACTOR IS TO INSTALL PROPOSED UTILITIES TO WITHIN 5' OF THE BUILDING LINE. A LICENSED SPRINKLER CONTRACTOR MUST INSTALL SPRINKLER SYSTEM PIPING FROM POINT OF SERVICE, IF APPLICABLE.
9. ALL UTILITY INSTALLATION IS TO BE DONE IN ACCORDANCE WITH THE LOCAL STANDARDS OR OTHER APPLICABLE CODES.
10. GC SHALL REVIEW MTEMC AND CITY OF FRANKLIN SPECIFICATIONS PRIOR TO INITIATING WORK.
11. CURRENT SERVICE TO EXISTING STRUCTURES SHALL NOT BE INTERRUPTED WITHOUT ADVANCED WRITTEN PERMISSION FROM THE OWNER.
12. TRENCH EXCAVATIONS WITHIN PUBLIC STREETS SHALL BE MILLED AND OVERLAIN A MINIMUM OF 50 FEET IN EACH DIRECTION FROM THE TRENCH WHEN PERPENDICULAR TO TRAFFIC FLOW, AND FOR THE FULL PAVEMENT WIDTH WHEN PARALLEL TO TRAFFIC FLOW.

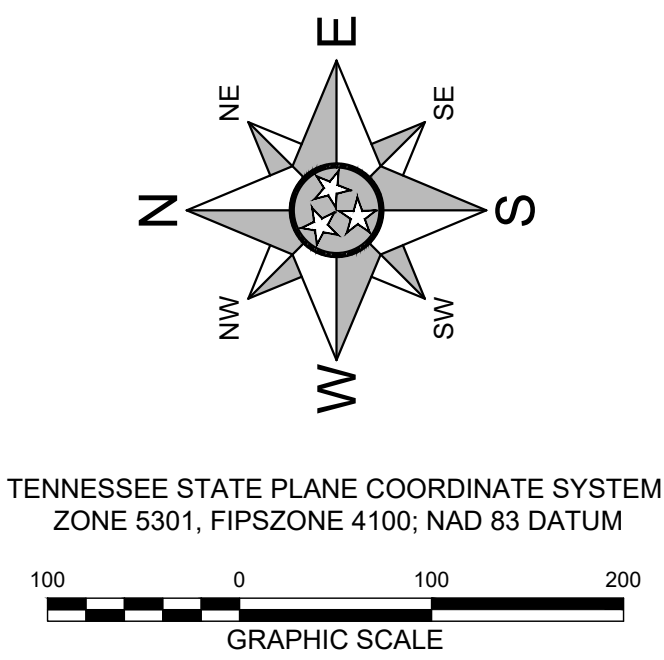
SANITARY SEWER
COF WATER MANAGEMENT INSPECTIONS 124
LUMBER DRIVE FRANKLIN, TN 37064 CONTACT:
UTILITY INSPECTOR

ELECTRIC SERVICE
MIDDLE TN ELECTRIC MEMBERSHIP CORP
2156 EDWARD CURD LANE
FRANKLIN, TN 37067
CONTACT: BOBBY O'NEAL
BOBBY.O'NEAL@MTEMC.COM
615-595-4683

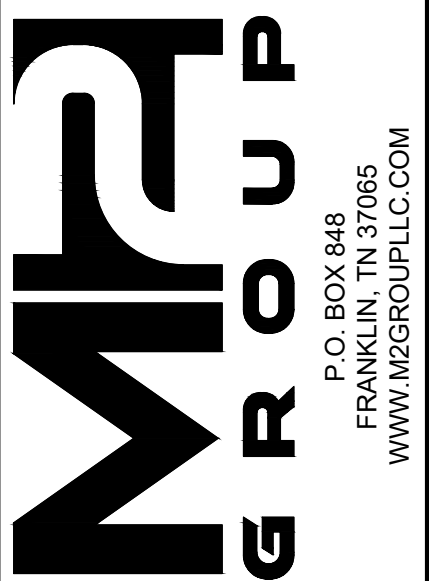
GAS SERVICE
ATMOS ENERGY
220 NOAH DRIVE
FRANKLIN, TN 37064
CONTACT: RON MYATT
RON.MYATT@ATMOSENERGY.COM
615-566-3073

AT&T
500 LIBERTY PIKE
FRANKLIN, TN 37064
CONTACT: DAVID TUTTEROW
DT8243@ATT.COM
615-595-7816

COMCAST CABLE
660 MAINSTREAM DRIVE
NASHVILLE, TN 37228
CONTACT: RUSTY HOLLOWAY
RUSTY_HOLLOWAY@
COMCAST.COM
615-244-7462X1115471

[illegible]

**WARDS MILL
C.O.F. PROJECT #6663
3206 BOYD MILL AVENUE
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE**



P.O. BOX 848
FRANKLIN, TN 37065

ENLARGED UTILITY PLAN

DATE :	FEBRUARY, 2018	DRAWN BY :	DT, BPH, MSC
PROJECT NO :		CHECKED BY :	

SHEET NUMBER:

C5.2



Know what's below.
Call before you dig.

ORDINANCE 2018-06

TO BE ENTITLED: “AN ORDINANCE TO AMEND CHAPTER 5 OF THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, TO AMEND VARIOUS SECTIONS OF THE SIGN REGULATIONS PERTAINING TO TEMPORARY SIGNS, AND ADDING A NEW TEMPORARY SIGN TYPE FOR TEMPORARY MULTI-STORY BUILDING DEVELOPMENT-IN-PROGRESS SIGNS.”

WHEREAS, the City of Franklin encourages responsible growth and development and has adopted Zoning requirements to regulate the location, size, placement, and physical characteristics of signage that is intended to promote and protect the public health, safety, comfort, morals, and convenience of the community; and

WHEREAS, the City of Franklin is continuing to experience unprecedented growth and development, including new developments with multi-story buildings over three (3) stories; and

WHEREAS, the City of Franklin Board of Mayor and Aldermen (BOMA) and the Franklin Municipal Planning Commission have evaluated the need for, and determined that it is reasonable to establish, regulations to permit the installation of temporary signage for new multi-story building development-in-progress signs; and

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

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

SECTION I: That Chapter 5, Subsection 5.12.7, Table 5-14 of the Franklin Zoning Ordinance is hereby amended to correct an error in the table numbering, to add a new Temporary Sign Type, and, by deleting the following text noted with a ~~strike through~~ and adding the following text noted in **bold**, is approved to read as follows:

5.12.7 Summary Table of Sign Standards

Table 5-14, Summary Table of Sign Standards, sets out the minimum requirements for signs in the City:

TABLE 5-14B: SUMMARY TABLE OF SIGN STANDARDS							
Sign or Device	Base District	Maximum Number	Maximum Sign Area (in Sq Ft per Side, Total)	Maximum Height (in Ft)	Maximum Setback (in Ft)	Timing	Conditions
TEMPORARY							
Freestanding Development-in-progress	All	1 per contractor or supplier per entrance and 1 per pod of development	32, 64	6	Right-of-way	Non-residential: Remove within 1 year. Residential: Remove after 80% build-out, or 3 years, whichever occurs first.	NA 5.12.10(4)

TABLE 5-148: SUMMARY TABLE OF SIGN STANDARDS

Sign or Device	Base District	Maximum Number	Maximum Sign Area (in Sq Ft per Side, Total)	Maximum Height (in Ft)	Maximum Setback (in Ft)	Timing	Conditions
Multi-Story Building Development-in-progress	All	1 per building	Total of 1 sq. ft. per linear ft. of building side	See Conditions	NA	Remove upon the issuance of final certificate of use and occupancy	5.12.10(6)
Notes: NA = Not Applicable							

SECTION II: That Chapter 5, Subsection 5.12.10(4) of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(4) Freestanding Temporary Development-In-Progress Signs

The following provisions shall apply to all temporary development-in-progress signs:

- (a) Maximum of one per contractor or supplier per entrance and one per pod of development;
- (b) Maximum sign area of 32 square feet per side, with a total of 64 square feet;
- (c) Maximum height of six feet;
- (d) Minimum setback at the right-of-way line per applicable district regulations;
- (e) Signs in nonresidential projects removed within one year; and
- (f) Signs in nonresidential projects removed after 80 percent of buildout, or three years, whichever occurs first.

SECTION III: That Chapter 5, Subsection 5.12.10 of the Franklin Zoning Ordinance is hereby amended to add a new Subsection 5.12.10(6) by adding the following text noted in **bold**, and is approved to read as follows:

(6) Temporary Multi-Story Building Development-In-Progress Signs

Temporary Multi-Story Building Development-In-Progress signs shall:

- (a) Be limited to one (1) per building;**
- (b) Be limited to buildings of three (3) stories or more in height;**
- (b) Not be illuminated;**
- (c) Not exceed the height of the roofline; and**
- (d) Be removed upon the issuance of a final certificate of use and occupancy.**

SECTION IV: That Chapter 5, Subsection 5.12.11(8) of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(8) Temporary Signs, If Not Otherwise Regulated

The following provisions shall apply to all temporary signs:

- (a) Maximum sign area of 32 square feet per side, with a total of 64 square feet;
- (b) Maximum height of six feet;

- (c) Minimum setback at the right-of-way line per applicable district regulations; and
- (d) No more than two such signs allowed per lot.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

LAW DEPARTMENT

Shauna R. Billingsley, Esq.
City Attorney
Also Licensed in Texas



**HISTORIC
FRANKLIN
TENNESSEE**

April 3, 2018

VIA ELECTRONIC MAIL
Doug.Berry@millermartin.com

Douglas Berry
Miller & Martin, PLLC
401 Commerce Street, Suite 720
Nashville, Tennessee 37219-2449

**RE: COF Contract No. 2018-0057: Engagement Agreement for Right-of-Way and
Slope Easements on Lewisburg Pike**

Dear Mr. Berry:

We are pleased to retain you and your firm as outside counsel. In addition to the following, the terms of representation are contained in the *City of Franklin Law Department Policy and Procedures for Outside Counsel* (the "*Policy*"), a copy of which is enclosed. Please familiarize yourself with the requirements contained in the *Policy* and ensure that all personnel working on City of Franklin matters are familiar with them as well. By continuing to undertake further representation, you are agreeing to abide by the terms of the *Policy*.

Please identify an individual to serve as a Principal Client Contact as required under the *Policy*. This person will serve as the Law Department's main point of contact for this engagement. It is also important that you keep the City Attorney's office informed regarding all aspects of the work in accordance with the requirements set out in the *Policy*. You are required to submit to our office, via e-mail, a litigation status report every six (6) months. We will provide a form to you electronically at the e-mail address you provide. Please note that all bills should be submitted to my attention. Please send both a detailed bill as well as a bill/invoice summary, which states simply the hours worked, hourly rate, and total amount due. Please use the name of the matter on your bills, and bill each matter separately from any other work you are performing for the City. For all billing inquiries, please provide us with a business office contact.

Please note that current market rates for general municipal work are approximately \$195.00 for Attorneys, \$175.00 for Associates and \$65.00 for a paralegal. Please indicate to us your terms and conditions. Note that the *Policy* requires that you receive recommendation from the City Attorney. While I understand that your work may involve different terms than standard municipal work, please note that any additional terms and conditions you may propose must be separately approved; the City has several standard terms and conditions that are not negotiable. By signing this engagement letter, you are agreeing to the terms contained in this letter and in the *Policy*.

As you may know, the City of Franklin is committed to meeting the goals of the City's Equal Business Opportunity ordinance. During the engagement, we may want to discuss with you how the firm can provide opportunities to minority or women owned firms or minority or female attorneys within the firm.

We look forward to working with you on this matter to provide the highest level of legal services to the citizens of the City of Franklin.



HISTORIC
FRANKLIN
TENNESSEE

Sincerely,

Shauna R. Billingsley
City Attorney

Enclosures

cc: Eric Stuckey, City Administrator

PLEASE FILL OUT THE FORM BELOW AND RETURN

Rates/hour or contract rate		Principal Client Contact Information	
Attorney (includes partners)	\$265 / HR	Name:	Douglas Berry
Associates	\$195 / HR	Telephone:	(615) 744-8620
Paralegals	\$65 / HR	E-mail:	doug. berry @ miller martin . com
Copying costs	\$20 / page	Other information:	
Other	\$ /		
Proposed by:		Accepted by:	
			
Attorney Signature		Dr. Ken Moore	
MILLER MARTIN PLLC		Mayor	
Firm		Date:	
Date: April 4 2018			

City of Franklin Law Department

Policy and Procedures for
Outside Legal Counsel



HISTORIC
FRANKLIN
TENNESSEE

Introduction

The City of Franklin Law Department Policy and Procedures for Outside Counsel ("Policy") is designed to provide law firms engaged by the City Attorney on behalf of the City of Franklin, its departments, boards, agencies, authorities, commissions, and employees (herein, collectively referred to as the "City") with the requirements for such legal representation. This Policy is mandatory for all law firms engaged by the City of Franklin Law Department (the "Law Department" or "Department"). All law firms representing the City are required to adhere to this Policy, and each such law firm shall ensure that all attorneys and support staff working on City matters are familiar with the requirements set forth herein.

The Law Department is committed to providing top quality legal services to the City. The Department recognizes that its vision will not become reality or its mission accomplished without the involvement and expertise of outside counsel on particular matters. This Policy is designed to ensure that the relationship between the Department and the outside firms is well managed and that all interested parties understand the relationship. This Policy also serves to articulate the specific requirements of the relationship.

This Policy sets forth the basis for the retention of outside law firms by the City of Franklin Law Department. When representing the City, your firm is expected to adhere to the requirements. The Policy will be modified from time to time. Changes to the Policy will be communicated to the law firms representing the City at the time of the changes. It is the responsibility of each law firm to ensure it is operating under the most current version of the Policy.

General Policy Applicable to All City of Franklin Matters

The information contained in this section of the Policy pertains to all matters in which law firms are engaged on behalf of the City. Each law firm is responsible to ensure that all attorneys and support staff working on matters for the City are familiar with this Policy. Outside counsel shall act only as an independent contractor; no employer-employee relationship shall be created between the City and outside counsel or outside counsel's employees or agents. Outside counsel and law firms shall abide by the Tennessee Rules of Professional Conduct and failure to abide by these rules will result in a breach of contract with the City.

Authority to Engage Outside Counsel

The City Charter provides that only the Board of Mayor and Aldermen ("BOMA") has the authority to contract and be contracted with. Therefore, it is essential that outside law firms do not perform work on behalf of the City unless the firm has been engaged by the City Attorney, pursuant to an arrangement consistent with this Policy, and unless the representation has been memorialized in an engagement letter sent by the City Attorney to the law firm and signed by BOMA on behalf of the City.

Budgets

Each law firm that is engaged on a legal matter for which it will be compensated in any manner other than a flat fee for the representation must submit to the City Attorney a good-faith estimate of the cost of the work. While it is likely in many engagements that the cost of the matter will be difficult to estimate at the early stages of the representation, the law firm should make a serious effort to estimate fees for the entire matter, or if that is not possible, for a defined portion of the matter as is deemed appropriate. The estimate will be used by the City Attorney to determine what level of funding to seek during the engagement. Each law firm that is engaged by the City will be expected to continuously monitor the extent of fees generated and to inform the City Attorney as soon as possible if the fees are expected to exceed previous estimates. At times, it may be appropriate to estimate the fees according to various aspects of the work and plan to submit supplemental requests for funding. It is expected that, if this method is used, the law firm (through the Principal Client

Contact) will work closely with the City Attorney to anticipate when a particular phase of the work is drawing to a close and additional authority is needed. For litigation matters, please see additional information on budgets included in the section on litigation guidelines.

Firm's Lead Counsel

When the law firm is first engaged by the City Attorney, the firm will designate a Lead Counsel, who will be responsible for managing the overall relationship between the law firm and the City Attorney. The firm's Lead Counsel is responsible to designate the Client Service Team for every matter for which the firm is engaged, to oversee the billing (including arranging for any alternative billing arrangements), to ensure adherence to this Policy and top quality service, and to interact regularly with the City Attorney and the designated staff within the Law Department and to address with the City Attorney any potential conflicts of interest. The firm's Lead Counsel will be required, from time to time, to engage in a review of the relationship between the law firm and the City and to assess the quality and costs of the service with the City Attorney. The firm's Lead Counsel will be responsible to manage the particular engagement to ensure that the City Attorney is kept informed of developments in the particular matter and that the Client Service Team works closely with the City's Law Department.

City Client Service Team

Each law firm providing service to the City is required to designate a Client Service Team to coordinate with the Law Department in the representation. The team shall include the following:

1. The firm's Lead Counsel who will be responsible for the particular matter.
2. The Principal Client Contact who will be responsible to assemble the Client Service Team needed to address the particular matter and to work closely with the Responsible Law Department Attorney, other Law Department staff as deemed appropriate, and the business contacts as deemed appropriate.

At the time a matter is assigned to the law firm, the Department will expect the law firm to designate a Client Service Team appropriate to the particular matter. The experience of the team members and the number of attorneys and support staff assigned to each matter will be determined by the law firm in consultation with the City Attorney and will be designed to properly staff the matter in a manner that is appropriate, while being cost effective. Changes to the Client Service Team should not be made unless first reviewed by the law firm with the City Attorney.

City of Franklin Contacts

It is essential that, when providing legal services to the City of Franklin, the City Attorney and the law firms work closely at all times. The law firm should strive to work with the Law Department in conjunction with the business contacts in the City and not communicate solely with the business contacts. Law firms should not accept work from anyone in the City of Franklin other than the Law Department as no other department has authority to assign work to outside counsel. It is necessary that good communication be established among the law firm, the Law Department and the appropriate City Business Representative (discussed below).

The method used to provide this communication will likely vary according to the nature of the matter. For example, engagement of a firm to do multiple condemnations will require a different type of communication than one involving a single litigation matter. The City Attorney will work with the law firm to determine the type of communication that is expected for the particular matter, and the law firm shall adhere to those requirements. In addition, every firm providing legal service to the City will be expected to provide semi-annual form status reports to the City Attorney.

City Business Representative

Frequently, it will be necessary for the Law Department to arrange for the law firm to work directly with City representatives outside of the Law Department. If this type of activity is appropriate, the City Attorney will inform the law firm of the business contacts with whom the attorneys should work. The City Attorney will designate (in conjunction with the department being represented) a City Business Representative, who will serve as the principal business contact for the particular matter. In addition, the City Attorney will inform the firm's Lead Counsel of how the firm should communicate with the City Business Representative and when the Law Department Attorney should be included in those contacts. If in doubt, the law firm should always err on the side of communicating with the Law Department.

Matter Assignment

Legal work for the City of Franklin will only be assigned by the Law Department. Law firms performing work for the City should not accept any work outside the scope of the representation previously designated by the Law Department and pursuant to the engagement letter without specific written approval from the City Attorney. Any requests by business contacts to perform legal work should be immediately referred to the City Attorney. Failure to communicate additional work outside of the scope of representation to the City Attorney may result in a denial of fees claimed and any work performed will be considered a free service to the City. Any questions regarding whether a particular matter is within the designated representation for which the firm has been retained should be directed to the City Attorney.

Procurement of Professional Legal Services by the Law Department

It is the goal of the Law Department to procure legal services that are tailored to the particular legal need that has been identified. Consideration for such professional services will be at the discretion of the City Attorney, based on whether a firm's qualifications are consistent with the overall goals of the City in providing top quality legal work and opportunities for diverse law firms and attorneys to participate in the City's legal representation.

Promotion of Diversity

It is the policy of the Law Department to obtain legal services in a manner that is consistent with the City of Franklin's equal business opportunity policies. All statements of qualifications or proposals sought by the City Attorney for the provision of legal services will include a statement from the proponents on meaningful diversity practices and initiatives. Selection of outside counsel will be reviewed in light to the City's diversity objectives with consideration given to the establishment of co-counsel relationships between minority or female and majority-owned firms, the presence of female and minority partners in majority owned firms, mentor-protégé relationships, and meaningful opportunities for medium, small and sole practitioners to participate in work on behalf of the City.

Title VI

Due to federal funds received by the City, the law firm must agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Policy or in the employment practices of the law firm on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Further, the law firm shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Correspondence and Documents

All correspondence, pleadings and other documents created or transmitted by the law firm in connection with the representation of the City on a particular matter should clearly identify the matter on which the law firm is working.

Media Inquiries

Law firms retained by the City Law Department must refrain from responding to media inquiries about the legal work of the City. All requests from the media for comment should immediately be referred to the City Attorney. If the City Attorney is not available, the law firm should contact the City Administrator's office at (615) 791-3217.

Conflicts of Interest

All law firms representing the City must be free of conflicts of interests. Any potential conflicts should be disclosed and discussed with the City Attorney, whether they arise when the law firm is first engaged or arise after the relationship has been established. Conflicts will be discussed by the City Attorney and the firm's Lead Counsel and will be resolved in a manner that is consistent with the Tennessee Rules of Professional Conduct and all applicable ethics laws and regulations.

In addition to conflicts of interest that typically arise in law firms when representing private entities, an additional concern will be taken into account by the City Attorney when a determination is made on whether to grant a waiver of a conflict requested by a firm representing the City. If the request for a waiver relates to a matter of particular importance in the City's initiatives, or a particularly important public policy issue facing the City, the City Attorney may not agree to a waiver. The City Attorney recognizes that most law firms will have other clients who interact with the City on many levels and many issues. It is the intent of the City Attorney to address conflict waiver requests in a manner that affords maximum flexibility to the firms in representing other clients. However, law firms agreeing to perform work for the City should recognize that such work may at times create an actual or potential conflict and preclude the firm from representing other clients on certain public issues.

Training Programs

At times, law firms may be asked by City Business Representatives to provide training to city employees regarding particular issues of interest. Although the Law Department does not prohibit such training, no training should be undertaken without the prior approval of the City Attorney. Any training materials to be used by the law firm must be reviewed first by the City Attorney's office. Failure to submit such materials and to receive prior approval may result in a denial of fees claimed and any training provided will be considered a free service to the City.

Professional Liability Insurance

Unless otherwise requested, law firms represent that it carries professional liability insurance in accordance with the most current Government Tort Liability Act, which can currently be located at Tenn. Code Ann. § 29-20-403. It is the law firm's responsibility to keep informed of the current Government Tort Liability requirements and to adhere to those requirements. The policy shall indicate the attorneys in the firm that are covered and what percentage(s) of their practice are devoted to the area of law upon which they will be providing advice. The policy shall include at least a three (3) year Extended Reporting Provision.

If the above requirements and coverages are not included in the policy at any time during the representation, then the City Attorney may, without notice, terminate the relationship and all amounts due and owing, if any, may be paid within thirty (30) days if not disputed. The Department may request a certificate of insurance to substantiate the above coverages.

Retention of Records by Law Firms/Open Records Requests

The law firm should keep records of matters it handles for the City consistent with the Tennessee Rules of Professional Conduct and the City's internal record retention practices. The law firm should consider that some records it has in its possession, if not covered by attorney/client privilege, work

product protection or any other privilege, could be subject to an Open Records request pursuant to Tenn. Code Ann. § 10-7-501 *et seq.* If a law firm receives an Open Records request relating to a City matter, the City Attorney should be contacted immediately. Under no circumstances should a record be released or destroyed until the City Attorney's office concurs that the record is required to be disclosed or destroyed in accordance with the law.

Policy Regarding Litigation

In addition to the general policy, the following policy applies when a law firm is engaged by the Law Department to represent the City in litigation matters. These rules are supplemental and in addition to the response dates and conferences required by the Tennessee Civil Practice Act and the Federal Rules of Civil Procedure, where applicable.

Early Case Assessment

The Law Department believes that early evaluation of litigation brought against the City is an important aspect of providing cost-effective legal services. When a litigation matter is assigned to a law firm, the law firm should plan, within the first sixty (60) days after the matter is assigned, to hold a conference (the "Early Case Assessment Conference") with the City Attorney regarding how to handle the case. This early case assessment should include at least the following:

1. Fact evaluation: The law firm should develop the facts of the particular matter as fully as practicable during the first sixty (60) days after the matter is assigned. This factual investigation should include review of the available documents and interviews (in person, if possible) with the key witnesses.
2. Legal authority: The law firm should, during the early case assessment, prepare a summary of the principal legal authority relative to the matter and review this material with the City Attorney.
3. Summary: As part of the Early Case Assessment Conference, the law firm should prepare a written summary of the facts and law to be provided to the City Attorney prior to the Conference.

Litigation Budget

At the time a law firm is engaged to represent the City in litigation, the law firm is required to prepare a litigation budget, which should include the law firm's best estimate of the cost of litigating the matter, considering the need for expert witnesses, fact witness discovery and potential trial exhibits. The budget should be submitted to the City Attorney within sixty (60) days after the matter is assigned to the firm.

Retention of Experts

Approval by the City Attorney is required prior to any engagement of an expert by the law firm. The expert is required to submit a budget for his/her services, and approval of the budget must be obtained from the City Attorney prior to the authorization for any services. As litigation proceeds, the law firm is required to ensure that the budget is kept current. Before any written reports or summaries are elicited from an expert, the City Attorney must be contacted to discuss the effect of any such report on the case strategy.

Extensions of Time

Because lengthy extensions of time to respond to pleadings or provide discovery responses can increase the cost of litigating a matter or delay its resolution, lengthy extensions should not be routinely sought. Prior to authorizing any extension greater than three (3) months, the law firm must discuss the request with the City Attorney.

Vendors

Use by the law firm of vendors, such as court reporters, document management companies, or investigators, should be coordinated by the law firm with the City Attorney. The City of Franklin Law Department encourages law firms to seek opportunities to include minority, women and locally-owned business among its vendors, and to include such businesses among those who do work on City matters.

Alternative Dispute Resolution

The Law Department recognizes that certain, special matters may be considered for alternative dispute resolution ("ADR"), but as a general rule the City will not agree to such terms. Any law firm engaged to represent the City in a litigation matter should, throughout that representation, seek to identify times when the use of ADR might be an appropriate and cost effective option to resolve the matter. As these opportunities arise, the Lead Counsel should discuss the possibility with the City Attorney, who in conjunction with the law firm, will make a determination as to whether the City will engage in ADR.

Settlement Authorization

No case or claim in the City of Franklin may be settled, even by the City Attorney, without the authorization of the BOMA (except as may be previously authorized by the City Budget). Any law firm representing the City should not make any offers of settlement without prior authorization from the City Attorney. All approved offers of settlement should include information about the necessity of gaining authority to settle from the governing authority of the City. The Court and opposing counsel should be informed that any settlement offer communicated is contingent on such approval.

Strategic Discussions Required

Strategic, significant pleadings and discovery responses must be discussed with the City Attorney prior to their submittal to the court or opposing counsel. Drafts may be requested by the City Attorney to ensure review prior to the due date. It is recommended that the discussions and drafts be presented with at least one week for review by the Law Department.

Questions Regarding Litigation

Any questions regarding the guidelines for handling litigation matters should be directed to the City Attorney or City Administrator.

Legal Fees and Billing Requirements**Alternative Billing Arrangements**

The Law Department encourages the use of alternative billing arrangements whenever appropriate for work done by outside counsel. Such alternative billing arrangements could include flat fees for certain aspects of the work; blended rates for all personnel working on the matter; discounts associated with certain aspects of the works; standard government rates comparable to those offered the State of Tennessee or other local governments; and similar arrangements.

When the standard hourly billing method is used, the Law Department encourages law firms to consider the nature of public sector representation and adjust their hourly rates to reflect the need to be prudent in the expenditure of public money.

All billing arrangements must be discussed by the Business Representative and the City Attorney at the time the representation begins. The billing arrangement will be included in the engagement letters signed by the City Attorney and the Business Representative.

Billing Requirements

All bills for legal services should adhere to the following policy:

1. Bills should be submitted to the City Attorney.
2. The matter name and any relevant file information will be identified in the engagement letter, and this name should be used when the bill is submitted. Multiple matters should be submitted on separate invoices.
3. The preferred billing cycle is monthly. Bills should be submitted monthly covering each month's activity.
4. At the beginning of the representation, the firm's Lead Counsel should provide to the Law Department that name and contact information for the billing manager in the event we need to contact the billing manager regarding an invoice.
5. The bill should be submitted in the form substantially like the one described below; however, in addition to a detailed bill, a bill/invoice summary which states simply the hours worked, hourly rate, and total amount due should be sent as well.
6. Bills should include a record of all timekeepers on the file and the description of the work *should be in sufficient detail* to allow the Law Department and City staff to assess the nature and scope of the work performed, while protecting attorney/client privileged information. Itemize separate tasks on matters so that it is clear how much time was spent on each task; the City reserves the right to challenge the length of time spent on a task if it is not reasonable and customary under the circumstances. A single line entry of multiple tasks will not be approved.

Example of poor billing entry:

<u>Hours</u>	<u>Attorney</u>	<u>Matter</u>	<u>Task</u>
4 hours	XYZ	ABC litigation	Met client. Reviewed documents. Researched. Discussed with counsel. Advised. Drafted letter. Billed on TimeSlips.

Total= \$360.00

Example of good billing entry (using same tasks as above):

<u>Hours</u>	<u>Attorney</u>	<u>Matter</u>	<u>Task</u>
.50 hours	XYZ	ABC litigation	Met with Mr. Q, Ms. S and City Attorney.
.25 hours	XYZ	ABC litigation	Reviewed contract and exhibits, reviewed letter from Citizen B, reviewed minutes from April 1, 2007 BOMA meeting.
1.0 hours	RST	ABC litigation	Researched employment law in regard to letter from Citizen B.
1.0 hours	RST	ABC litigation	Researched case law on estoppel.
.25 hours	XYZ	ABC litigation	Telephone conference with Mr. Q discussed case law and research.
.50 hours	XYZ	ABC litigation	Met with Mr. Q, Ms. S and City Attorney discussed status and my thoughts on drafting the letter in response to Citizen B's letter.
.50 hours	XYZ	ABC litigation	Drafted letter to Citizen B responding to his breach of contract. (Note: billing time entries <i>disallowed</i> .)

Total: 4.0 hours

Rates: RST paralegal 2 hours @ \$ 40.00 per hour = \$ 80.00

XYZ attorney 2 hours @ \$140.00 per hour = \$280.00
\$360.00

Example of Summary Sheet Invoice to be included:

ABC Litigation

PROFESSIONAL SERVICES

<u>Staff</u>	<u>Time</u>	<u>Rate</u>	<u>Total</u>
XYZ	1.5 Hours	\$140.00	\$210.00
RST	1.5 Hours	\$ 60.00	<u>\$ 90.00</u>

TOTAL FEES THIS INVOICE: \$320.00

Travel

The City will reimburse outside counsel for reasonable travel expenses associated with the legal work performed on behalf of the City, provided the expenses meet all regulations established by the City's current Travel Policy, a copy of the most recently adopted version is attached as Exhibit A. All travel must be pre-approved by the City Attorney, and the law firm representatives should make travel arrangements that are consistent with the prudent use of public funds. Law firms will not be reimbursed for first class air travel, expenses at luxury hotels or similar expenditures. The City also will not pay for time spent traveling unless the attorney was performing work for the City while en route.

Staffing

When staffing a matter for the City, care should be taken to ensure that the staffing is appropriate for the matter, with limitations on the number of timekeepers assigned to the file. The number of timekeepers and the experience level of those timekeepers should be consistent with professional standards considering the complexity of the matter and the volume of the work. Staffing should be established at the beginning of the representation, and any changes to that staffing must be reviewed with the City Attorney.

Expenses and Disbursements

The City will reimburse law firms for reasonable disbursements. The cost of filing fees, long distance phone calls (telephone and facsimile), messenger and overnight delivery charges will be reimbursed at the actual expense incurred. Copying charges will be reimbursed at the maximum rate approved by BOMA in its records policy, a copy of the most recently adopted version can be found online at www.franklin.tn.gov. Absent extenuating circumstances, it is expected that the firm will not charge the City for that research in addition to the time spent performing the research by the timekeeper. The City will not pay for secretarial overtime, library services, temporary employees, and similar expenses that should be included in the law firm's overhead (i.e., filing, billing, Westlaw® fees, etc.). Because the City is exempt from all taxes, such a line-item should not be charged. All other fees and charges shall be presumed to be a part of the Outside Counsel's overhead and shall be denied unless specifically authorized by the City Attorney.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0062**

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

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

Design of Intersection Improvements at the McEwen Drive Interchange with I-65

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical 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 Not-to-Exceed Amount **Twenty-Eight Thousand Three Hundred Sixty-Five and 60/100 Dollars (\$28,365.60)**.

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.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

March 27, 2018

Mr. Jonathan Marston, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Scope and Man-day Estimate to Provide Engineering Services
McEwen Drive WB ramp to I-65 Southbound
Franklin, TN

Dear Mr. Marston:

As requested we have completed a scope and man-day estimate to provide professional engineering services for the above named project, we appreciate the opportunity to submit information. Our understanding is that the City would like to make the westbound McEwen Drive left turn onto I-65 southbound into a double left turn lane. East of I-65 the second lane is constructed but striped out. The primary concern is reconfiguration of the ramp lanes to accept the double left and create a yield condition for the eastbound McEwen on ramp to I-65. It is anticipated that the plans will be developed to address any reconfiguration or super elevation issues with the ramps and modifications to the turn lane striping and signal modifications. The scope of work is detailed as follows:

1. Survey Services – Field Work - (HMB Professional Engineers, Inc. (formerly Adams and Company Survey))
 - a. Provide field survey as listed below for McEwen Drive left turn lanes to southbound I-65 ramp gore area, including the eastbound to southbound ramp where ramp taper ends from McEwen Drive. No property line data will be collected except the field location of the ROW fence along the southbound I-65 ramps from McEwen Dr.
 - b. Set control in State Plane Coordinate System.
 - c. Research utilities and show all utilities marked in the field along and between the southbound ramps.
 - d. Locate stop bar, longitudinal stripes and turn arrows east of I-65 on McEwen Dr.
 - e. Detailed pavement breaks every 25' where the two southbound ramps merge together.
 - f. Detailed pavement breaks every 50' through the remainder of the concrete ramp.
 - g. Survey will be provided in the State Plane Coordinate System.
 - h. Electronic data for the Topographic Survey will be provided in ASCII and Microstation/Geopak formats.
 - i. HMB will not be responsible for contacting property owners.
2. Roadway Design
 - a. Process survey based on files provided by HMB
 - b. Review original design plans and develop super elevation layout to meet TDOT/AASHTO guidelines assuming all new construction
 - c. Develop layout and cross sections to compare survey as built to assumed new construction.
 - d. Develop up to 2 additional layouts to merge the existing conditions with assumed new construction.



Mr. Marston

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- e. Review traffic provided by City of Franklin and perform analysis of WB Ramp yield condition
- f. Coordinate with the City of Franklin and TDOT to gain approval.
- g. Develop design plans package based on approved plan. Based on the assumption that some construction work will need to take place on the ramps the estimate for design plans is based on the following sheets begin developed:
 - i. Cover page, standard drawings, estimated quantities, general notes, typical section
 - ii. Existing, proposed and profile layout for the ramp location
 - iii. Pavement striping plan for double left turn lanes plus modifications to ramp striping
 - iv. Signing plan
 - v. Detailed grading plan for modifications to ramp
 - vi. Signal modification plan for adding a second signal head in series with the existing signal head.
 - vii. Traffic control plan
 - viii. Erosion control plan
 - ix. Cross sections
- h. Assist the City through the bid phase

For clarification and information the following services are specifically not included as part of the SCOPE OF SERVICES as previously described but can be added via a revised scope if deemed necessary by the City: Transportation Planning Report (TPR), traffic counts or analysis, utility design or relocation plan development, lighting design, right-of-way negotiation/acquisition services, offsite analysis of the existing drainage system, flood studies, mitigation design, pavement design, Construction Engineering and Inspections (CEI) to TDOT standards, advertisement of bid, printing of City review plans or bid documents, and landscape design. Additional project specific items are as follows:

- Widening of the SB on ramp to 3 lanes or modifications to the ramp merge with I-65
- Modifications to any other ramps or striping other than the EB and WB ramps to I-65 SB.
- Signal modifications to the existing equipment or remaining portions of the signal
- Mast arm modifications or design due to increased wind load of new signal head.
- No voltage issue requiring a redesign for attaching a second left turn signal
- Less than 1 acre of disturbance therefore an NPDES Permit will not be required

Based on the above scope please find the attached estimate for a total amount of \$28,365.60.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Clinard, P.E.".

Thomas M. Clinard
Senior Vice President



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

McEwen Drive at I-65

WB McEwen Ramp to SB I-65

Williamson County

General Comments:

Development of plan for dual left turn lanes from EB McEwen to SB I-65

Alfred Benesch & Company

Thomas M. Clinard, PE

8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:

S. McCoy, PE

Date prepared:

3/27/2018

DESIGN MANDAY ESTIMATE



ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018

DESIGN TASKS	
1 Survey Office Work	2.0 MANDAYS
2 Develop new SE Layout and XS	4.0 MANDAYS
3 2 Additional Proposed plans	3.0 MANDAYS
4 Review Traffic and perform analysis	2.0 MANDAYS
5 City and State Coordination	4.0 MANDAYS
6 Develop Design Plans	12.0 MANDAYS
7 Bid Phase and Estimate Analysis	2.0 MANDAYS
TOTAL DESIGN MANDAYS	29.0 MANDAYS

☒ Remove X to display instructions.

LABOR RATES

ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018



PERSONNEL	MANDAY RATE
SR. PROJECT MANAGER (\$180/hr)	\$ 1,440.00
PROJECT MANAGER II (\$126/hr)	\$ 1,008.00
PROJECT ENGINEER II (\$112/hr)	\$ 896.00
PROJECT ENGINEER I (\$98/hr)	\$ 784.00
DESIGNER II (\$54/hr)	\$ 672.00

TOTAL MANDAYS	29.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	0.0 %
RIGHT-OF-WAY PLANS	0.0 %
CONSTRUCTION PLANS	100.0 %
TOTAL PROJECT	100.0 %

CONSTRUCTION PLANS				100.0 % OF TOTAL PROJECT	
		MANDAYS		LABOR COSTS	
SR. PROJECT MANAGER	6.0 % CONST. PLANS	1.7 M.D.	\$	2,448.00	
PROJECT MANAGER I	14.0 % CONST. PLANS	4.1 M.D.	\$	4,132.80	
PROJECT ENGINEER II	45.0 % CONST. PLANS	13.1 M.D.	\$	11,737.60	
PROJECT ENGINEER I	15.0 % CONST. PLANS	4.4 M.D.	\$	3,449.60	
DESIGNER II	20.0 % CONST. PLANS	5.8 M.D.	\$	3,897.60	
100.0 %					
TOTAL MANDAYS CONSTRUCTION PLANS		29.0 M.D.	\$	25,665.60	
TOTAL LABOR COSTS				\$	25,665.60

☒ Remove X to display instructions.



DESIGN DIRECT EXPENSES

ROUTE: McEwen Drive at I-65
 DESCRIPTION: WB McEwen Ramp to SB I-65
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018

			Item Subtotal	Item Total Cost
Reproduction Costs:				
Item Description	Number / Unit	Unit Price		
Photo-copies	0	\$ 0.10	\$ -	
Full size bond	0	\$ 1.00	\$ -	
Half size bond	0	\$ 1.00	\$ -	
Full size vellum	0	\$ 3.00	\$ -	
Half size vellum	0	\$ 10.00	\$ -	
Color Printing	0	\$ 0.73	\$ -	\$ -
Travel:				
	Number of Trips	No. of Miles/No. of People	RATE *	
Per Diem (75%)			\$ 0.00 Per Day	\$ -
Per Diem			\$ 0.00 Per Day	\$ -
Transportation	X	70.00 Miles	\$ 0.55 Per Day	\$ -
Lodging			\$ 0.00 Per Person	\$ -
Other Expenses:				
Sub-Consultants	Unit Price			
HMB Professional Engineers, Inc.	\$	2,700.00	\$ 2,700.00	
	\$	-	\$ -	
			\$ -	
				\$ 2,700.00
TOTAL DIRECT EXPENSES				\$ 2,700.00

DIRECT EXPENSES PRELIMINARY PLANS	
DIRECT EXPENSES ROW PLANS	\$ -
DIRECT EXPENSES CONSTRUCTION PLANS	\$ 2,700.00

FEE PROPOSAL

ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
Prepared By: S. McCoy, PE
Date Prepared: 3/27/2018

**Totals**

Labor	=	\$	25,665.60
Direct Expense	=	\$	2,700.00
Total Project	=	\$	28,365.60

Total Not to Exceed:	\$	28,365.60
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OFFICE USE
ONLY:

Permit No: _____



CITY OF FRANKLIN

LONG TERM SPECIAL EVENT PERMIT APPLICATION

Please read application carefully and fully complete each section.

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

Name/purpose of event: Main Street Festival

Name of Applicant and Organization Requesting Permit:

Teryl O'Connor, The Heritage Foundation

Address: 112 Bridge Street, Franklin, TN 37064

Phone: 615/591-8500 c) Cell: _____ d) Fax: _____

E-mail address: toconnor@williamsonheritage.org

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

Main Street from 1st Ave to 5th Ave; 4th Ave from Bridge to Church; 3rd Ave from Bridge to Church; 2nd Ave from Bridge to Church

Description of event: The Heritage Foundation's Annual Main Street Festival is a free festival with 150+ arts and crafts vendors, dozens of food vendors with two music areas (1 stage at Public Square, 1 music corner in the beer tent, 1 platform on Main by 1st Ave. There is a kids zone with activities.

List proposed dates requested for long-term special event permit:

1) Date or dates of event: April 28- 29, 2018

Start/End Times of Event: April 28: 10am-6pm and April 29: 11 am-6pm

Set-up Date April 27 - 5am Tear-down completed date April 29 - 10pm

2) Date or dates of event: April 27 - 28, 2019

Start/End Times of Event: April 27: 10am-6pm and April 28: 11am - 6pm

Set-up Date/Time April 26 5am Tear-down completed date/time April 28 10pm

- 3) **Date or dates of event:** April 25 - 26, 2020
Start/End Times of Event: April 25: 10 a.m. - 6 p.m.; April 26 : 11 a.m. - 6 p.m.
Set-up Date/Time April 24: 5 a.m. *Tear-down completed date/time* April 26: 10 p.m.
- 4) **Date or dates of event:** April 24 - 25, 2021
Start/End Times of Event: April 24: 10 a.m. - 6 p.m.; April 25: 11 a.m. - 6 p.m.
Set-up Date/Time April 23: 5 a.m. *Tear-down completed date/time* April 25: 10 p.m.
- 5) **Date or dates of event:** April 23 - 24, 2022
Start/End Times of Event: April 23: 10 a.m. - 6 p.m.; April 24: 11 a.m. - 6 p.m.
Set-up Date/Time April 22: 5 a.m. *Tear-down completed date/time* April 24: 10 p.m.

Rules and Regulations

- 1) I/We do swear or affirm that all of the information given in this application is true and complete.
- 2) I/We do hereby understand that annual fees could increase and that I/we are responsible for the increased fees.
- 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 understand that granting of Long-Term Special Event Permit does not imply granting of other permits that are separately required, including the annual special event permit.
- 5) I/We understand that it is a requirement to submit annual special event permits for each event and that all terms and conditions placed on each permit is a condition of this Long Term Special Event Permit.
- 6) Long-term special event permits shall be filed not less than 6 months prior to the scheduled date of such 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. I understand that the Board of Mayor and Aldermen may only grant a permit for up to five years, and I am required to submit an application for amendment annually for staff review and Board of Mayor and Aldermen approval.

BY: Jerry O'Connor, Director of Festivals Date: 4/10/18
 (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) *
 *



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:

- Festival/Fair

- Name/purpose of event:** The Heritage Foundations 35th Annual Main Street Festival
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Main Street from 1st Avenue to 5th Avenue, 4th Avenue from Bridge St. to Church St., 3rd Avenue from Bridge St. to Church St., 2nd Avenue from Bridge St. to Church St.
- Date or dates of event:** 04/28/2018, 04/29/2018
- Start/End Times of Event:** April 28, 2018 10am - 8pm
April 29, 2018 11am - 6pm

What date/time will set-up begin? 04/27/2018 06:00:00 PM
What date/time will tear-down be complete? 04/29/2018 07:00:00 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): Friday, April 27, 2018; close 4th Avenue at 5am and close Public Square, stage area at 5am. Close Main Street and Public Square to traffic at 8pm on April 27th. We would love for "no parking after 5pm" signs posted the morning of April 27th if possible.
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 140,000 Event Staff/Volunteers: 150 Total: 140,150
- Name of applicant and Organization Requesting Permit:**
Teryl OConnor - Heritage Foundation of Franklin and Williamson County
a) Address: 134 2nd Ave
Franklin, TN 37065
b) Phone: 6155918500 **c) Cell:** **d) Fax:**
e) E-mail address: toconnor@historicfranklin.com

8. DETAILED description of event (use additional sheets):

The Heritage Foundation's 35th Annual Main Street Festival will be a free festival with 150+ arts & crafts vendors, dozens of food vendors with two music areas (1 stage at Public Square, 1 music corner in the beer tent). We will have a kids zone with activities and pony rides on Third Avenue North and other kids attractions throughout the festival. This year we will have the Wannabeatles Tribute Band and Journey Faithfully Tribute Band on the Public square with music closing at 8:00pm Saturday night.

9. **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: [MSF '18 Application Map.pdf](#)

10. **Person in charge on day of event:** Teryl OConnor

Cell: 615/525-3101

E-mail address: toconnor@williamsonheritage.org

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

Name: Cindy Brown

Cell: 615/210-4732

E-mail address: cbrown@williamsonheritage.org

Name: Linda Childs

Cell: 615/678-2171

E-mail address: lchilds@williamsonheritage.org

- 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: [Permit Contact List.docx](#)

13. **Where is your organization based?** Williamson County

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?** Yes

IRS tax exemption letter:

16. **Will you charge an admission fee?** No

Average admission fee:

17. **Will you charge a vendor participation fee?** Yes

Average vendor participation fee? 200. - 2,000.

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?** No

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

What organization will be the benefactor of event? The Heritage Foundation of Williamson County

What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

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.** Arts & Crafts Vendors
Food Vendors
Sponsors - variety of businesses
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: [Festival Clean Up.docx](#)
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?** Yes
If yes, please list exact locations: 4th Avenue South and 3rd Avenue South
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
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?** Yes
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 MSF '18.docx](#)
Good Nieghbor 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: Amel@com, Director of Festivals ^{Events} Date: 1/25/18
(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) ★
★
★

EventThe Heritage Foundations 35th
Name:Annual Main Street Festival



FORM 1

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.

EventThe Heritage Foundations
Name:35th Annual Main Street
Festival



FORM 1

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: Teryl OConnor - Heritage Foundation of Franklin and Williamson County

Event Name: The Heritage Foundations 35th Annual Main Street Festival

Event Date(s): 04/28/2018, 04/29/2018

1. **Time amplification equipment will be used:** From: 09:00:00 AM To: 05:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
Beer Tent located on 4th Avenue South and Stage on Public Square

Sound Amplification Map: [MSF '18 Application Map.pdf](#)

3. **For what purpose will sound amplification be used?** *Please list all that apply:*
 - Announcements/Speeches
 - Band/Singers
 - Sound System
4. **Type of Amplifier:**
 - PA System
5.

Number of Amplifiers: 2	Number of Speakers: 6	Number of Performers: 15
--------------------------------	------------------------------	---------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

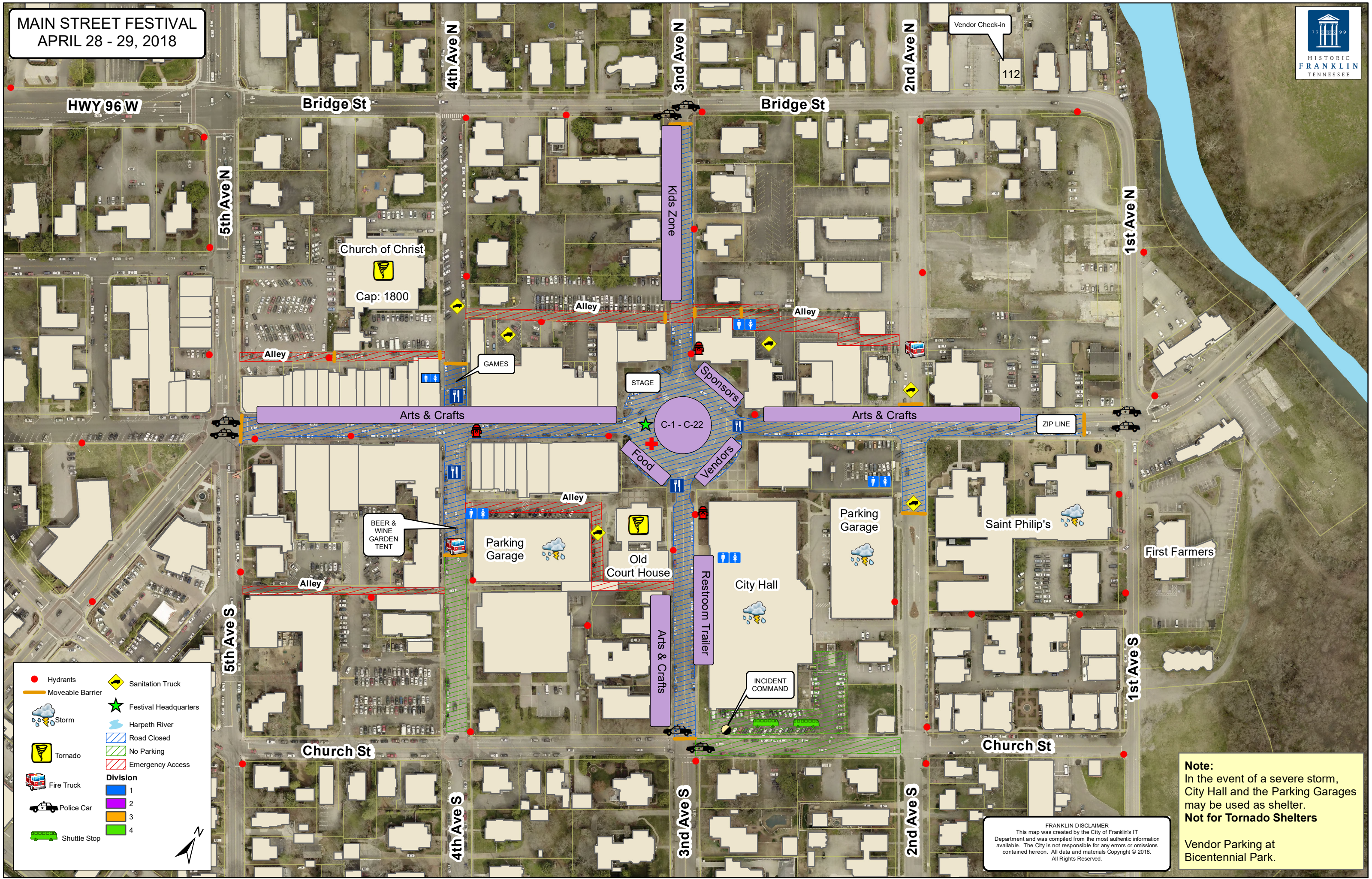
Name: Cindy Brown	Cell: 615/210-4732	E-Mail: cbrown@williamsonheritage.org
Name: Teryl OConnor	Cell: 615/525-3101	E-Mail: toconnor@williamsonheritage.org

Authorized Signature: Teryl OConnor

Date: 01/25/2018

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.

MAIN STREET FESTIVAL
APRIL 28 - 29, 2018



Hydrants

Moveable Barrier

Storm

Tornado

Fire Truck

Police Car

Shuttle Stop

Sanitation Truck

Festival Headquarters

Harpeth River

Road Closed

No Parking

Emergency Access

Division

1

2

3

4

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 © 2018. All Rights Reserved.

Note:
In the event of a severe storm, City Hall and the Parking Garages may be used as shelter.
Not for Tornado Shelters

Vendor Parking at Bicentennial Park.

January 8, 2018

Dear Neighbor,

The Heritage Foundation is planning for Main Street Festival coming up April 28-29, 2018. The purpose of this email is to help you know what to expect over the course of the weekend and to update you on the status of the street closures.

Parking along Main Street between 1st and 5th Avenues will be restricted after 5 p.m. on Friday, April 27, and Main Street will close to vehicle traffic at 8 p.m. and will remain closed until 8 p.m. on Sunday, April 29. In addition, 3rd Avenue South from Church Street to the Public Square and 3rd Avenue North from the Public Square to Bridge Street will be closed, as will portions of 4th Avenue North and 4th Avenue South in the first blocks off Main Street.

The arts and crafts portion of Main Street Festival will run along Main Street from 1st to 5th Avenues and 3rd Avenue North from 10 a.m. – 8 p.m. on Saturday, April 28, and from 11 a.m. – 6 p.m. on Sunday, April 29. In addition, we will provide entertainment during the weekend. The entertainment lineup on the stage located on the Public Square and the beer tent located on 4th Avenue South is scheduled to wrap up when the arts and crafts vendors close down. We will have the Wannabeatles and the Journey Faithfully Tribute Bands on the Public Square Saturday evening starting around 4:30pm. Come on out for a fun evening!

Food vendors will be throughout the festival footprint mainly at 4th Avenue South and the Public Square. A beer tent and beer garden area will also be located on 4th Avenue South.

The kids zone will be located on 3rd Avenue North with kid activities and attractions throughout the festival.

The parking garages will remain open during the entire weekend, and offsite parking with shuttle service will be offered from Harlinsdale Farm and Church of the City on Saturday, and from Harlinsdale Farm on Sunday.

We are excited about our plans for what is traditionally downtown Franklin's largest street festival, and hope you will be able to join us for the fun.

Sincerely,

Teryl O'Connor
Director of Festivals and Events
Heritage Foundation of Williamson Co.
toconnor@williamsonheritage.org

Staff Conditions

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 15 days prior to event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Church Street Parking Lot will be closed for official vehicles only.
- All vehicles must be out of the area no later than 9 a.m. on Saturday, April 28th.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.
- Vendor vehicles will be easily identifiable with placard or flyer in windshield which contains vendor name and booth number.
- There should be a buffer of at least 20 feet from the barricades at Third & Bridge and Third & Church.
- Applicant will provide placard or weather-proof flyer on each tent/booth/vendor space that easily identifies the booth (corresponds to map/layout).
- Applicant will provide Emergency Evacuation Plan for Main Street Festival 15 days prior to event.

Parks Department:

- Parking for the event participants in the South Parking Area at The Park at Harlinsdale Farm must be supervised by a professional paid parking company for organized parking and traffic control in and out of the facility. Appropriate safety gear, visible identification and radio communication are required by the parking company. A pre-event meeting should be held with hired company and Franklin Parks Department contacts to review the parking plan and to walk the site.
- Consider adding tent at Harlinsdale for people waiting for trolley
- On Friday setup, work with Parks staff for placement of signs and banners.
- A banner, no longer than 3.5' x 8' feet, can be placed on the fence at the entrance (eye bolts indicate location) one weeks prior to the event.
- Please note clearly on all signage: the cost of the shuttle and any restrictions, like dogs and strollers, and the schedule for pickups and the last drop off of the night.
- Bicentennial Park will be available for vendor parking ONLY and will require an event organizer to monitor.

Police Department:

- Applicant will hire recommended number of extra-duty Franklin Police Officers to provide security.

- Police Department Explorers and Volunteers will assist with the event at no charge to applicant.
- Vendors must not begin set-up on Friday, April 27th, until after the streets are closed to traffic
- Applicant should have tow company on stand-by
- Applicant will have private security monitoring the Beer area.
- Applicant has requested amplification on stages at the following locations for the permitted area:
 - Main Street at First Avenue
 - Stage located off the Square in front of Capital Bank
 - Stage in Beer Tent on 4th Avenue South
- Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant must obtain a Beer Permit from the City's Beer Board.
- Applicant will provide a complete list of vendors to the City prior to the event. This list should contain contact information.

Streets Department:

- Fourth Avenue N & S, Capital Bank Quadrant, and parking spaces in alley next to Fourth Ave Parking Garage will close at 5 a.m. on Friday, April 27th
- Main Street will close at 8 p.m. on Friday, April 27th
- "No Parking after 3 p.m." signs will be placed along Main Street on Friday, April 27th
- Applicant will use volunteers and cones to block parking after 3 p.m. on Friday, April 27th.
- No parking along Fourth Avenue South (only City vehicles) throughout the event.
- No parking along Fourth Ave North (next to Franklin Mercantile)
- No parking along Church Street from Third Avenue to Second Avenue.
- Applicant or designee will stay present at event until all vendors are gone.
- Variable Message Machines will be placed on April 24th
- Department will provide clean-up crew for after the event.

Sanitation and Environmental Services Department:

- Department will provide crew for cleanup during event.
- Department will provide and service recycling frames
- Applicant will use grease hauler for food vendors and notify Department of location of bins.
- Department will provide container for recycling cardboard on Fourth Avenue South for food vendors.
- Parking spaces next to Fourth Ave Parking Garage will be left open for Department to place dumpster boxes.

Water Management Department:

- Taps will be placed on hydrants at:

- Fourth & Main
- Third Ave N at Square
- Third Ave S at City Hall

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Fire Department/EMS:

- Applicant shall maintain 18 feet of clear width down the center of Main Street for the duration of the event.
- Alleys & fire hydrants must be kept clear and unobstructed
- Fire lane in alleys shall be maintained.
- Any vehicles or objects obstructing Fire Department or emergency access will be towed or removed.
- Applicant shall ensure that all vehicles, except authorized emergency vehicles, shall be moved out of the street closure area no later than one hour prior to the scheduled starting time.
- Tents over 400 square feet will require a tent permit.
- Vendors must have “ABC” extinguisher in their tent.
- All food vendors/booths will need to have working “Class K” fire extinguishers.
- Any automatic fire extinguishing systems used for cooking purposes must be certified and inspected
- LP Fuel Tanks should be located outside of tents and secured at the conclusion of the day.
- Applicant shall require all tents to be in place no later than midnight prior to the event for inspection purposes. All tents shall be secured with weights to prevent movement in wind conditions.
- EMS will be present on-site throughout the event.

MILLER & MARTIN PLLC

Attorneys at Law

Tax ID Number: 62-0449014

Telephone (423) 756-6600

Facsimile (423) 785-8480

ATLANTA, GA
CHATTANOOGA, TN
NASHVILLE, TNRemittance Address:
832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402-2289April 4, 2018
30070.0001 DB
Invoice: 681199Williamson County Tennessee Election Commission
Robert D Brown
1320 West Main Street
Franklin, TN 37064

Re: Williamson County Election Commission

For legal services rendered through March 31, 2018:

Total Services \$79.50

Total Expenses 0.00

Total This Invoice \$79.50

FUND	ACCT. NO.	LINE	DETAIL	AMOUNT
				79.50
101-51500-559800-00000-00-00-00				
DEPT NAME: Election				
P.O. NUMBER:				
APPROVED BY: EW DATE: 4-16-18				

Previous Balance as of April 4, 2018, 0.00
Please Disregard if Payment Has Been Made

TOTAL BALANCE DUE INCLUDING THIS INVOICE \$79.50

Please return this page with payment.

DUE UPON RECEIPT

Interactive Systems, Inc.

539 Mainstream Drive, Nashville, TN 37228

www.interactivesystems.com

TN License # C-0842

This Agreement is dated as of the Sale Date between Interactive Systems, Inc. (the "Company") and you (the "Customer"). Subject to the terms and conditions of this Agreement, the Company agrees to install the security system described herein (the "System") at the customer's address (the "Premises") and to perform such additional services as are specified below pursuant to the "Terms and Conditions" on the reverse side. Company and Customer hereby agree as follows:

CoF Contract No. 2017-0210

Customer Name <i>City of Franklin</i>		Sale Date <i>8/16/17</i>		Community		Lot #	
Email Address <i>amy.heron@franklin.tn.com</i>		Account No.		Permit No.			
Premises Address <i>PO Box 305</i>		Mailing Name (If Different) (Attention)					
City <i>Franklin</i>		State <i>TN</i>		Zip <i>37065</i>		Mailing Street / PO Box Address (If Different Than Premises)	
Phone <i>(615) 794-2103</i>		Other Phone <i>()</i>		Mailing City		Mailing State	Mailing Zip

Note: If the Premises is a new purchase by the Customer, this Agreement is contingent upon the Customer closing on said property.

(See Attached Description)	Security Equipment Total	\$ 3710.00
	Sales Tax _____%	\$ 0
	Sub Total	\$ 3710.00
	Activation Fee	\$ 0
	1 st Monthly Fee Payment	\$ 174.75
	Permit(s)	\$ 0
	Total Amount Due	\$ 3884.75
	Deposit Due at Signing	\$ 0
	Balance Due at Install and/or Activation	\$ 3884.75

I (We) would like to pay The Deposit Due at Signing and The Balance Due at Install and/or Activation as follows:

ESS (Initial Here) By Check

____ (Initial Here) I (We) hereby authorize Interactive Security Systems, Inc. ("Company") to initiate automatic charges to my (our) checking account or Credit Card indicated on the ELECTRONIC DRAFT AUTHORIZATION FORM at the bottom of this page for The Deposit Due at Signing and The Balance Due at Install and/or Activation.

Additional Terms (N/A If Blank)

Cowboys, Phase 1, 2 & 3, Liberty Park
Concession Stands

Customer Initials

NFPA Notice, Special Instructions

The National Fire Protection Association (NFPA) recommends smoke alarms on every floor (level) including finished attics and basements, in every sleeping area, outside every sleeping area in the immediate vicinity of the bedrooms, and in every bedroom. For additional coverage, it is recommended that smoke alarms be installed in all rooms, halls, and storage areas. Customer understands that the Company offers several levels of protection services and that the system has been chosen by the Customer after considering and balancing the levels of protection afforded by various types of systems and the related costs. Customer understands that the final placement of equipment will be determined and completed by the installation technician at the time of installation.

Customer Initials

I have read and agree to this paragraph NFPA Notice, Special Instructions

Customer Initials

Alternative Or Additional Signal Communication (Cellular) Equipment & Service

Customer understands and acknowledges that the telephone service to the Premises can be accidentally or intentionally disabled, for example, phone lines out, and that in such occurrence the Company under no circumstances will be responsible for the loss of service. Customer understands that alternative or additional signal communication (Cellular) equipment and service can be installed provided at Customer's expense and that the Company does not warrant that the alternative or additional signal communication (Cellular) equipment and service are not inflatable. Customer specifically acknowledges that Company does not represent or warrant that the alternative or additional signal communication (Cellular) equipment and service, or the transmission of signals from the System installed on the Premises using the alternative or additional signal communication (Cellular) equipment and service may not be interrupted, circumvented or compromised.

I have read and agree to the above paragraph and I request the alternative or additional signal communication equipment and service as part of the chosen protection package.

ACCEPT  ESS

ACCEPT

Customer Initials:

I have read and agree to the above paragraph, however, I decline to request the alternative or additional signal communication equipment and service as part of the chosen protection package.

DECLINE

Customer Initials

Monitoring, Services & Terms:

Customer agrees to pay the monthly fee set forth on this Agreement below, due in advance. The initial term of this Agreement shall be for a period of 12 months and shall begin on the date monitoring service is activated. If the Premises is a newly constructed home, the initial term of this agreement shall begin no later than thirty (30) days after the Customer closes on the newly constructed home. After the expiration of the initial term, this agreement shall automatically be renewed for additional terms of one (1) month, unless cancelled by written notice at least 30 days prior to the expiration of the then current term by either of the parties to the other.

Customer Initials: _____

I have read and agree to Monitoring, Services & Terms.

Customer Initials

Total Monthly Fee Includes Cellular Fee	Other Monthly Fees Description (N/A If Blank)		Monitoring Fee	\$99.75
ESS Customer Initials	☒ Basic Interactive		Cellular Fee	\$50.00
Total Monthly Fee Does Not Include Cellular Fee	☒ Advanced Interactive			
	☒ Interactive Gold		Image Sensor Other Fees	\$25.00
	☒ Other Image Sensor			
Customer Initials	Description		Total Monthly Fee	\$174.75

The Customer acknowledges that it has received a copy of this Agreement and all its attachments. The Customer acknowledges that it has read and understood this Agreement, especially those sections on the reverse side relating to its indemnification of the Company and the Company's limited liability and disclaimer of warranties. **(Consumer transactions only) BUYER'S RIGHT TO CANCEL: You may cancel this transaction at any time prior to midnight of the third business day after the date you sign this agreement. Please see the attachment Notice of Cancellation for explanation of this right. This agreement shall not be binding on the Company until signed by its authorized representative.**

<i>Eric S. Sunday</i> Customer Signature		8-30-17 Date	INTERACTIVE SYSTEMS, INC. By: <i>John Russell</i> Authorized Representative
Social Security Number 12 8-16-17		Date	
Note: The Customer authorizes the Company to obtain a credit report on the Customer. If the premises is a new purchase by the Customer, the Company will not obtain the Customer's credit report until after the Customer closes on said property.			

ELECTRONIC DRAFT AUTHORIZATION FORM

I/We hereby authorize Interactive Security Systems, Inc. ("Company") to initiate debit or credit entries to my/our checking account or Credit Card indicated below, and I/we hereby authorize the depository institution ("Depository") or Credit Card named below to post the same to such account. I/We hereby authorize Interactive Security Systems, Inc. ("Company") to initiate automatic charges to my/our checking account or Credit Card indicated below for payments due under the terms of this Agreement. This authority is to remain in full force and effect until Company and Depository or Credit Card have received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository or Credit Card a reasonable opportunity to act on it.

Depository or Credit Card	Credit Card Number/(PLEASE ATTACH A VOIDED CHECK FOR BANK DRAFT)	Expiration Date	3 or 4-digit Code
Name on Credit Card (Print)	Customer Signature	Date	

TERMS AND CONDITIONS

1. **Security System Installation.** Company agrees to install the specified System on the Premises and to make any necessary inspections and tests to deliver System to Customer in operating condition in accordance with standard installation procedures of Company. If existing security system and/or security equipment is to be incorporated into the installation of the specified System, the Company will test and inspect the existing security system and/or security equipment to determine whether or not the existing security system and/or security equipment meet(s) the quality standards of the Company. If the Company determines that the existing security system and/or security equipment does not meet the quality standards of the Company, the Company will not incorporate the existing security system and/or security equipment into the installation of the specified System. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and the Company's installation schedule. Company is hereby authorized to make any preparation such as drilling holes, driving nails, making attachments or doing any other thing or things necessary or pertinent to the installation and any repair required to be made by Company under this Agreement of the electrical apparatus and shall not be responsible for any condition created thereby during the installation or any such repair. Customer warrants that he/she/it has full authority from the owner and/or any other person in control of the premises to permit the installation of the apparatus under all conditions herein mentioned.
2. **Monitoring.** Customer agrees to pay the monthly fee set forth on the face of this Agreement, due in advance. The initial term of this Agreement shall be a period as set forth on the face of this agreement and shall begin on the date monitoring service is activated. If the Premises is a newly constructed home, the initial term of this agreement shall begin no later than thirty (30) days after the Customer closes on the newly constructed home. After the expiration of the initial term, this agreement shall automatically be renewed for additional terms of one (1) month, unless cancelled by written notice at least thirty (30) days prior to the expiration of the then current term by either of the parties to the other. The Company's monitoring services consist of the receipt and analysis of signals from the system installed at the Premises, and notification of the person or agency identified on the Customer's information sheet. Once the Company receives a signal, the Company will try to notify, over the regular telephone lines, the agency(s) and/or person(s) identified on the Customer's information sheet. However, the Company will not notify anyone if it reasonably believes that notification is not required. The Customer agrees to give the Company a completed information sheet and to update it as necessary. The Company is entitled to rely solely on the Customer's information contained on this sheet and shall be under no duty to conduct any investigation into the accuracy or completeness of such information. The Company is not responsible for trying to contact anyone else. The Customer understands that no form of monitoring is error-free. The Customer also understands that the Company is not responsible for any interruption of the service due to any cause beyond the Company's control, whether foreseeable or unforeseeable, such as faulty telephone lines or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues. All services may be discontinued by the Company any time charges are unpaid or system is abused. Company reserves the right to employ outside monitoring facilities. Customer acknowledges that this Agreement and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and indemnification, inure to the benefit of and are applicable to any outside monitoring facilities employed by the Company, as well as Company; and that they bind Customer with respect to the monitoring facility in the same manner and with the same force and effect as they bind Customer to Company. Customer understands that the transmission of signals from the device with which the system is equipped ("Devices") and/or the system may be wired (telephone circuits) and that alternative or additional protection can be installed at Customer's request and expense. Customer understands that the Devices are not infallible. Customer specifically acknowledges that Company does not represent or warrant that the Devices, system or the transmission of signals from the Devices or telephone line service may not be interrupted, circumvented or compromised. THE CUSTOMER UNDERSTANDS THAT IN ORDER FOR THE COMPANY TO PROVIDE MONITORING SERVICES, THE CUSTOMER MUST PROVIDE UNINTERRUPTED WIRED, LAND LINE TELEPHONE SERVICE ON THE PREMISES, OR PAY THE ADDITIONAL EXPENSE OF ALTERNATIVE SIGNAL COMMUNICATION EQUIPMENT & SERVICE PROVIDED BY THE COMPANY.
3. **Equipment Service/Repair During Initial Year of Agreement.** During the initial year of this Agreement, the Company will provide repair service for all security system equipment purchased from the Company and installed by the Company. All repair service calls will be performed during normal business hours. Customer will be responsible for a service trip fee. The Customer agrees not to let anyone other than the Company's employees or agents repair the System or add anything to the System and acknowledges that doing so will terminate the Company's obligation to repair hereunder. Repair Services hereunder means all labor, materials, and parts necessary to service the System due to defects in the System and ordinary wear and tear. The Company's obligation to provide Repair Services does not cover damage to the System caused by acts beyond the Company's control, whether foreseeable or unforeseeable including power surges, telecommunications or electrical failures, acts of God such as lightning, floods, etc. This service will not cover any damage to material or equipment caused by accident, misuse, or any equipment or wiring related to cable TV, telephone systems or other non-security applications, attempted unauthorized repair service, alteration, replacement, or improper installation by anyone other than Company. ANY SERVICE PROVIDED FOR ADDITIONAL EQUIPMENT ADDED TO OR REMOVED FROM THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACTS BEYOND THE COMPANY'S CONTROL, WHETHER FORESEEABLE OR UNFORESEEABLE, OR ANY SERVICE PROVIDED AS A RESULT OF ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, MISUSE, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, ALTERATION, REPLACEMENT, OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, IS SUBJECT TO A SERVICE TRIP FEE AND ALL APPLICABLE SERVICE CHARGES INCLUDING LABOR CHARGES, MATERIALS CHARGES, AND PARTS CHARGES.
Customer acknowledges: that any affirmation of fact or promise made by Company shall not be deemed to create an express warranty, that Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that Company does not represent or warrant that the system or service supplied may not be compromised, or the system or services will in all cases provide the signaling, monitoring and response for which it is intended; that Customer is not relying on Company's skill or judgment in selection or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face or reverse of this Agreement.
4. **Equipment Service/Repair After Initial Year of Agreement.** After the initial year of this Agreement, all service for security system equipment will be billable to the Customer and is subject to a service trip fee and all applicable service charges including labor charges, materials charges, and parts charges. All service calls will be performed during normal business hours.
5. **Limitation of the Company's Liability.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE, FOR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING OR REPAIRING THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$500.00, AND THIS LIMITATION OF LIABILITY SHALL SURVIVE THIS AGREEMENT. COMPANY ASSUMES NO RESPONSIBILITY FOR ANY LOSSES IN EXCESS OF THIS AMOUNT.
THE COMPANY SHALL HAVE NO LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT, OR AFTER THIS AGREEMENT. THIS INCLUDES LIABILITY PREMISED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.
THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE.
only to the extent permitted by Tennessee law. Jt 8-16-17
6. **Insurance.** The Customer understands that the Company is NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the Company's services. The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, carbon monoxide poisoning, unauthorized entrances, or fire and smoke damage to the Premises. The Company assumes no liability for losses attributed to such hazards.
only to the extent permitted by Tennessee law. Jt 8-16-17
7. **Disclaimer of Warranties.** THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
8. **Customer's Indemnification of Company.** This Agreement is intended only for the Customer's benefit. The Customer agrees to defend, hold harmless and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorney's fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's employees, agents and subcontractors, and this provision includes any claims brought against the Company by the Customer's insurance company. This provision shall apply to any and all claims arising under contract, warranty, negligence, or any other theory of liability. The Customer's duty to indemnify the Company, however, does not apply to claims based on injuries to the third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees. In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees to not look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.
9. **Customer's Representations.** The Customer has the authority to sign this Agreement and doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to use its best efforts to prevent false alarms and assume responsibility for them. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it.
10. **Customer Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. ~~If the Customer does not remedy the default within 30 days, the Company can terminate this Agreement and the Customer will be liable for the Company's reasonable collection costs, including attorney's fees, and a reasonable connect fee if the Company has already disconnected the System.~~ *Jt 8-16-17*
If the Customer terminates this Agreement, the Customer must pay the Company (a) all amounts then due and (b) 30% of the amount due the Company for the term of this Agreement, less any amount then due the Company. If the Customer terminates this Agreement, the Company will not be bound by the terms of this Agreement and the Company will not be bound by the terms of this Agreement. If the Agreement is terminated, the Company does not have to provide any service, including monitoring, after that date. In addition, the Company can peacefully enter the Premises and remove its equipment. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.
11. **System Charges.** The Customer agrees to obtain all permits, licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges. After the initial term of this Agreement, the Company can increase the Company's fees by an aggregate annual amount of 5% or the aggregate annual percentage increase in the Consumer Price Index, whichever is higher, in addition to any increase due to taxes or charges. *Jt 8-16-17*
~~pay the Company's reasonable collection costs, including attorney's fees, and a reasonable connect fee if the Company has already disconnected the System.~~
12. **Transfers.** The Customer cannot transfer this Agreement without the Company's consent. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights hereunder. The Company is not responsible for any work, including monitoring, which is done by any third party.
13. **Notice/Place of Suit/July Trial.** Unless otherwise indicated, all notices must be in writing. The Customer or the Company may terminate any portion of this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. The provisions of this Agreement which apply to any claim shall remain in effect even after this Agreement ends. This agreement shall be construed in accordance with and controlled by the laws of the State of Tennessee. Customer agrees that United States Federal District Court for the Middle District of Tennessee and the courts of the State of Tennessee, County of Davidson shall have exclusive jurisdiction, personal or otherwise, to determine all disputes surrounding this agreement. Furthermore, Customer irrevocably waives their right to a trial by jury.
Williamson Jt 8-16-17
14. **Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company with respect to the monitoring and/or repairing of the System and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins service. If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except in writing that both the Customer and the Company sign. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding Holidays Company observes. All schedules and attachments are a part of this Agreement.
15. **Credit Report.** The Customer authorizes the Company to obtain a credit report on the Customer. If the premises is a new purchase by the Customer, the Company will not obtain the Customer's credit report until after the Customer closes on said property.
16. **Printed Agreement.** None of this Agreement or its terms or conditions may be altered without the express written approval of an officer of the Company. This Agreement constitutes the entire contract between the parties and no representation by a salesperson, agent, or employee of the Company shall survive the signing of this contract.
17. **Testing.** It is the responsibility of the Customer to test the System for proper operation periodically, but not less than monthly.
18. **Retention of Title and Right of Access.** The System shall remain the personal property of Company until fully paid for in cash by Customer and Customer agrees to perform all acts which may be necessary to assure the retention of title to the system by Company. Should Customer default in any payment for the System, then Customer authorizes and empowers Company to remove the System or part from the Premises. Such removal, if made by Company, shall not be deemed a waiver of Company's right to damages the Company sustains as a result of Customer's default and Company shall have the right to enforce any other legal remedy or right. Furthermore, Company shall be in no way obligated to restore the Premises to its original condition, or redecorate same upon delivery to the Premises of such system or part.

Customer Initials _____



LEASE AGREEMENT
Day Use – Shuttle/Ride Share
October 24, 25, 26, 2017
3 Vehicles

COMPANY: City of Franklin, Tennessee

Vanpool Vehicle No: TBD VIN: TBD
is the property of Williamson County. The company, does not acquire any right or title to the Vehicle. All certificates of title or registration application will be applied for, issued, and maintained in the name of Williamson County.

This Agreement is designed to promote the cooperation essential to the operation of a successful vanpool/shuttle. It establishes the rights and responsibilities of City of Franklin, Tennessee hereinafter referred to as Company, and The TMA Group Van Star Program, The TMA Group of Franklin, Tennessee, a nonprofit 501-(c)3 corporation organized and existing under the Tennessee Nonprofit Corporation Act, hereinafter referred to as TMA and Williamson County, hereinafter referred to as WC.

This Agreement shall be in effect beginning on the date the Agreement is signed by TMA and the Company.

The Company may terminate the Agreement for any reason with a 30-day written notice (unless waived by TMA).

TMA may terminate this Agreement for any reason upon written notice.

TMA will terminate this lease agreement if the Company or drivers fail to comply with one or more of the obligations set forth in this Agreement or the TMA rules and regulations governing operation of the van which may include but not be limited to:

1. Driver is found negligent in part or whole for an accident;
2. A validated safety complaint;
3. Driver does not qualify for insurance coverage;
4. Unauthorized personal use of the Van;
5. Non-compliance with the vanpool program's policies or terms of this Agreement.

In the event this Agreement is terminated, the Company is responsible for returning the van to TMA within 24 hours, clean and in good condition (ordinary wear and tear expected). Failure to return a clean van in good condition will result in a One Hundred Dollar (\$100.00) service charge. In the event that negligence, such as unreported damage to the van, has been determined by TMA, upon documented proof of

negligence by Company and written notice, the Company agrees to pay TMA the insurance deductible required to return the van to satisfactory condition.

TMA, DURING THE TERM OF THIS AGREEMENT, AGREES TO:

1. Provide a vehicle for the use pursuant to this Agreement.
2. Provide insurance coverage for only the vehicle supplied by TMA as set forth below: Provide insurance coverage for only the vehicle supplied by TMA as set forth below:
 - a. Liability
 - b. Medical Payments
 - c. Property Damage Comprehensive
 - d. Collision
3. Uninsured Motorist.
4. Name the Company and the Driver(s) as the insured. TMA shall be named as the loss payee for the vehicle.
5. Pay the insurance deductible cost unless all parties agree the cause of the accident, upon documented proof, as negligence on the part of the Company.
6. Be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed, when inoperable, to the nearest authorized service facility.
7. Provide a backup vehicle by reservation on a first-come, first-served basis for occasions when the vanpool vehicle is out of service.
8. Credit Company on a prorated basis for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, or until such time as a backup vehicle is made available by TMA.
9. Provide a FleetOne fuel-purchasing card for the purchase of all fuel needs for the vanpool vehicle for use pursuant to this agreement.
10. Establish a schedule for routine service and maintenance of the vanpool vehicle at TMA-approved maintenance vendors. Routine service and maintenance expenses will be reimbursed by TMA.
11. Provide an outline of all policy and operational aspects of the vanpool program.
12. Provide all necessary report forms, including instructions for their completion and a submission schedule.
13. Provide sample guidelines and regulations for the daily operation of the vanpool.
14. Indemnify and save the Company harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by

reason of any loss, whatsoever, excepting only such losses as shall be considered by the negligence of the Company.

THE COMPANY, DURING THE TERM OF THIS AGREEMENT, AGREES TO:

1. Pay the deductible cost if all parties agree, upon documented proof, the an accident as negligence by Company.
2. Be responsible for the van while in the Company's possession during the agreed term.
3. Maintain and submit appropriate records as required by TMA.
4. Pay the lease fee as described in the ***Fees and Rates*** Section and submit monthly reports to TMA postmarked no later than the tenth (10th) day of the month, either by check, money order, or Mobility Checks. . ***This Agreement will be terminated and the van repossessed for summary reports or monthly lease payments not received within 30 days of the due date.*** Non-payment accounts will be turned over to an outside collection agency for collection.
5. Submit only completed reports of mileage/passenger count, maintenance summary forms and other records as required to TMA, no later than the 10th of the month for the previous month.
6. Submit only full payments to TMA. Absolutely no deductions are allowed. TMA will reimburse the Company for any approved out-of-pocket expenses such as oil changes, van washes (up to \$40 per month), emergency services, etc. Proof of purchase in the form of an original receipt or invoice (stamped "paid") is required.
7. Send payments and reports to:
***The TMA Group
708 Columbia Avenue,
Franklin TN 37064
Office: 615-790-4005
Fax: 615-790-4091***
8. Arrange for a primary driver and alternate drivers, and provide them with the proper training to insure safe daily van operations. **Drivers must be a minimum of 24 years of age.**
9. Insure that the van is driven between the employer campus, employee parking lots and approved employer intra city locations. No personal or non employer approved transportation will be allowed in this vehicle.
10. Arrange for service and maintenance of the van as set forth by TMA.
11. Keep the van clean, both inside and out.
12. Insure that the driver or backup driver(s) has/have a valid driver's license as required by the State of Tennessee and a good driving record according to TMA Vanpool Driver Qualification Guidelines. TMA will conduct semi-annual Motor Vehicle Record checks and background

checks to determine if a Driver continues to meet the established Driver Selection Criteria.

13. Notify TMA within 24 hours when a driver is no longer in accordance with the established Driver Selection Criteria.
14. Insure that the driver(s) provide safe, dependable and courteous service to vanpool passengers.
15. Obtain signed agreements from all riders, which set forth the conditions of joining the vanpool. Rider Agreements provided by TMA.
16. Maintain up-to-date records of the passengers, addresses and alternate drivers and provide this record to TMA with the monthly operating reports.
17. Comply with all TMA rules and regulations governing operation of the van, including those set out in the agreement as well as any such rules and regulations that may in the future be adopted by TMA and of which TMA will provide written notification.

GENERAL RULES AND REGULATIONS WHICH SHALL APPLY TO THE OPERATION OF THE VAN:

1. Allow **only** drivers with **written TMA approvals** to operate the van.
2. Insure that the driver wear/use safety belts properly at all times while driving the van and that the driver make a reasonable effort to ensure all Riders are wearing their seat belts.
3. Drive the van only on hard-surfaced public streets and highways and other normal access roads and driveways.
4. Park the van in a secure place when not in use.
5. Obtain maintenance service to include the following:
 - a. Clean vehicle, exterior and interior.
 - b. Compliance with recommended or required maintenance service in accordance with TMA instructions at TMA-approved vendors.
 - c. Conformance with manufacturer's specifications for tire pressure.
6. Obtain prior approval from TMA for any expenditures relating to the safe operation of the van. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of TMA. Any loss of such equipment will be reported to TMA Vanpool Coordinators by the Company immediately.
7. Operate the van in a safe manner in accordance with applicable insurance policies, laws, ordinances, rules and regulations.
8. Be responsible for any citation, fee, or other costs resulting from the violation of applicable laws while operating the vanpool vehicle.
9. Notify TMA within 24 hours of any moving violation by Driver involving the operation of any vehicle and send to TMA proof of the resolution of the violation within thirty (30) days of such resolution.
10. In the case of any incident or accident or any other loss or damage to or involving the vanpool vehicle:

- a. Immediately notify and provide information to TMA regarding any incident or accident involving bodily injury or property damage or, in the event TMA cannot be notified report to the vanpool insurance provider in accordance with published accident reporting instructions.
- b. Provide a written accident report to TMA within 24 hours of the incident or accident.
- c. Cooperate fully with TMA and the vanpool insurance provider in all incident or accident investigations and/or settlement.

DURING THE TERM OF THIS AGREEMENT, THE COMPANY AND DRIVERS FURTHER AGREES TO:

1. **Not** transport formal groups, such as church groups, scout troops, athletic teams, etc.
2. **Not** transport any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive, nor contraband material.
3. **Not** tow any trailer, boat, or other vehicle; nor haul garbage or excessive loads; nor for any purpose requiring the removal of seats.
4. **Not** carry passengers for hire, or any business or commercial purpose.
5. **Not** load the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
6. **Not** leave the vehicle and fail to remove all keys, close and lock all doors and windows; and otherwise contribute to the vandalism or theft of the vehicle
7. **Not** use the vehicle in the commission of a crime or illegal activity.
8. **Not** use a cell phone device (including a hands-free cell phone) or personal audio or video equipment while driving the vehicle.
9. **Not** permit smoking in the vehicle.

No party to this Agreement may assign this Agreement or rights hereunder.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

This Agreement may be modified only by subsequent written amendment signed by the TMA and the Company.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical handicap, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation. I have received, read and understand this Agreement.

Fees & Rates:

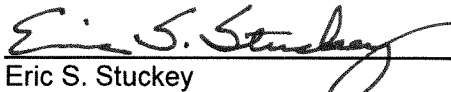
Total Monthly 0

Make all checks payable to: **The TMA Group**, 708 Columbia Avenue, PO Box 266, Franklin TN 37065. Telephone Number: 615-790-4005

Note: Fuel costs are the responsibility of the Company. The assigned FleetOne fuel-purchasing card must be used **ONLY** for fuel and for **ALL** fuel purchases for the leased van. The Company will be billed monthly for fuel purchases for the previous month. **Fuel costs are not included in the preset monthly lease fee indicated above).**

IN WITNESS WHEREOF, and in consideration of that which has been agreed hereto, the parties have executed this Agreement on the 19th day of OCTOBER 2017.

CITY OF FRANKLIN:


Eric S. Stuckey
City Administrator

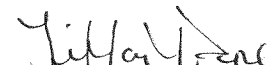
10-19-17
Date


TMA Staff Signature

10-19-17
Date

Director of Operations
Title

Approved as to form:


Tiffani M. Pope, Staff Attorney

TENNESSEE GOLF CARS, INC.



Cover Sheet

Date: October 4, 2017

To: Dylan Wright

From: Carolyn Batte

Phone Number: 615-599-2198 X 3

FAX Number: 615-599-2199

tngolfcounter@bellsouth.net

Dylan, please review, complete all (★), sign & fax or e-mail the attached lease agreement (all pages) back to me ASAP to secure requested dates. Long trucks and trailers are used when transporting our cars to & from locations: therefore ample space/turnaround is mandatory. Detailed Instructions are required for our drivers. Remember that car(s) must be available for pick up as designated on the agreement to avoid additional charges. Please give me a call with any questions.

Number of pages (Including Cover): 3

TENNESSEE GOLF CARS, INC.
201 Century Court
Franklin, TN 37064
615-599-2198 x 3
FAX 615-599-2199

GOLF CAR LEASE AGREEMENT

This lease made this **October 4, 2017**, by and between Tennessee Golf Cars, Inc., herein after called the Lessor, and City of Franklin Parks whose address is **705 Boyd Mill Ave, Franklin, TN 37064**, herein after referred to as the Lessee; **(FAMILY DAY)**

WITNESSETH:

For and in consideration of the mutual promises and agreements, and the rent reserved for herein, the Lessor hereby leases to Lessee and the Lessee hereby leases from the Lessor the **GAS** golf car(s) set forth below hereof, hereinafter referred to as the Equipment, upon the terms and conditions herein set forth.

The term of this lease shall commence on **November 3, 2017**, ending on **November 6, 2017**, so long as Lessee carries out the terms and conditions of this lease on Lessee's part to be kept and performed. Use 11/4

The Equipment is described as follows:

QUANTITY DESCRIPTION COST EACH SERIAL NUMBER

3	6 Passenger	\$200.00	

TGC/DELIVERY	\$ 0	TGC/PICKUP	\$ 0	TOTAL	\$600.00
CUSTOMER PICKUP	\$ 0	CUSTOMER RETURN	\$ 0	TOTAL	\$ 0

LOCATION OF EQUIPMENT

Address: The Park @ Harlinsdale Farm, 239 Franklin Rd, Franklin, TN 37064

(Include details for our drivers or attach map)

Lessee shall pay to Lessor as rental for the Equipment the sum of \$ 600.00 plus tax \$ 0, Total \$ 600.00. A 100% Payment is required prior to delivery.

Delinquent installments of rental shall bear interest at the lower of (a) eighteen percent (18%) per annum, or (b) the highest per annum interest rate allowed by law.

In the event this Lease is placed in the hands of an attorney to recover any monies due and to become due hereunder, or for the possession of the Equipment or otherwise to enforce Lessor's rights hereunder, Lessee shall pay Lessor's reasonable expenses and attorney's fees in connection therewith.

Lessee has selected the Equipment and represents to Lessor that each item thereof is of a design, size, fitness and capacity satisfactory for Lessee's purposes, and Lessee agrees that such equipment is suitable and fit for the purpose intended. Lessee acknowledges that rental cars are NOT STREET LEGAL as defined by the STATE OF TENNESSEE. ESJ 

Initials

Lessee shall have a valid driver's license and shall not allow anyone to operate the Equipment without a valid driver's license.

Lessee shall be responsible for any and all damages incurred to the Equipment during the lease period and shall reimburse Lessor for said damage only caused by Lessee's intentional or reckless conduct upon return of the equipment.

No stickers are allowed to be applied to the Equipment. A \$100.00 clean-up fee will be charged to Lessee for violations.

Lessor's sole and exclusive warranty to Lessee is that the Equipment will be in normal working order when received by Lessee.

This lease and the interpretation thereof shall be construed in accordance with the laws of the State of Tennessee. Venue for any action shall be in the applicable Court for Williamson County, Tennessee.

IN WITNESS WHEREOF, the parties have duly executed this lease as of the day and year first above written.

LESSOR: Tennessee Golf Cars, Inc.

LESSEE: City of Franklin Parks

By: Mike Green



By:

Eric S. Stuckey
(Signature)

Eric S. Stuckey
(Print)

As Its: Owner



As Its:

City Administrator
(Title)



Driver's License #: 136680595

State: TN



Method of Payment: VISA Name on Card: DUAN WRIGHT



Credit Card #: _____ Expires _____ Security Code: _____



Credit Card Zip Code: 37064 (AMEX, MasterCard, VISA or Discover Only)



On-Site Contact: 615-794-2103 Cell Phone Number: 615-406-4288

Approved as to form:

Tiffani M. Pope

Tiffani M. Pope, Staff Attorney

**CONTRACT BETWEEN THE CITY OF FRANKLIN
AND PAUL JOHNSON FOR
ADMINISTRATIVE ASSISTANCE WITH DEVELOPMENT OF THE CONSOLIDATED
ACTION PLAN AND REPORT (CAPER) FOR COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM
COF Contract #2017-0003**

This Contract is made and entered into this 22ND day of Jan., 2018, by and between the City of Franklin, (hereinafter "THE CITY") and Paul Johnson (hereinafter "THE CONTRACTOR").

WITNESSETH:

WHEREAS, THE CITY and its Board of Mayor and Aldermen desire to increase the supply of and access to moderately priced housing for its citizens; and

WHEREAS, THE CITY continues to be eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program, which requires submission of an updated Five (5) Year Consolidated Plan for Housing and Community Development, with an annual report due by May 15 each year, to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, THE CITY desires to contract with Paul Johnson, as a Contractor with housing and community development expertise, to assist with compiling the Annual Action Plan, the Consolidated Annual Performance Evaluation Report (CAPER) and the Analysis of Impediments to Fair Housing; and to provide assistance in developing strategies to increase the supply of housing for eligible low and moderate income households within its jurisdiction; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE CONTRACTOR will work under the direction of the Assistant City Administrator for Community and Economic Development and the Housing Development Coordinator or their designee. THE CONTRACTOR will carry out activities necessary to assist with the development of the Five (5) Year Consolidated Plan, Annual Action Plan, CAPER and an Analysis of Impediments, as required by HUD and in the preparation for associated public meetings and notices, and other actions related thereto.

THE CONTRACTOR will provide expert advice in achieving and maintaining program compliance, monitoring activities of contractors under the program, as well as monitoring visits by federal and/or state officials.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. THE CONTRACTOR will perform the duties described above and take any actions necessary to accomplish the spirit of this Contract.
- B. THE CONTRACTOR will submit reports as directed by THE CITY detailing the progress of their project.
- C. It is expressly understood that this contract does not include travel to and from the City of Franklin and that work will be done via remote access.

SECTION 3 – COMPENSATION

Contractor shall be paid for work performed as described in Section 5 in an amount not to exceed Seven thousand five hundred and No/100 **Dollars** (\$7,500.00).

SECTION 4 - TIME OF PERFORMANCE, TERMINATION

- A. Services shall be performed over a twelve (12) month period to run from July 1, 2017 through June 30, 2018.
- B. The City has the option to renew this Contract under the same terms and conditions for an additional twelve (12) months, which runs from July 1, 2018 through June 30, 2019. Both parties shall agree to this extension in writing prior to the expiration of this Contract.
- C. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE CONTRACTOR for services rendered based on submittal of valid invoices with a description and documentation of work performed.
- B. THE CONTRACTOR shall submit invoices, including supporting documentation to The City of Franklin on a quarterly basis. The first quarterly invoice shall be submitted on or about October 1, 2017. Subsequent quarters shall be billed on or about January 1, 2018, April 1, 2018, and June 30, 2018.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by mail to the address listed below for each party.

Vernon J. Gerth
City of Franklin City Hall
109 3rd Avenue, S.
Franklin, TN 37064

Paul Johnson
65 Yucca Street
Sedona, AZ 86351

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE CONTRACTOR shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. CONFLICT OF INTEREST

THE CONTRACTOR agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. THE CONTRACTOR further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE CONTRACTOR hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE CONTRACTOR or of any designated public agencies or sub-recipients that are receiving funds under this program.

D. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

E. ASSIGNMENT

Neither THE CITY nor THE CONTRACTOR may assign its rights or delegate its responsibilities under this contract.

F. ENTIRE CONTRACT AND MODIFICATION

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

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

G. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

H. TIME OF THE ESSENCE

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

I. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE CONTRACTOR with its Sales and Use Tax Exemption Certificate upon THE CONTRACTOR's request. THE CONTRACTOR shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

J. WAIVER

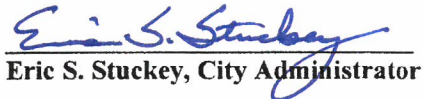
Neither party's failure nor delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right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

K. BREACH

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

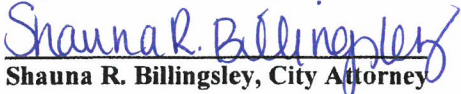
SECTION 8 - SIGNATURES

CITY OF FRANKLIN, TENNESSEE

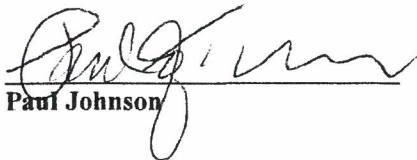

Eric S. Stuckey, City Administrator

Date: 1/22/18

Approved as to Form by:


Shauna R. Billingsley, City Attorney

PAUL JOHNSON


Paul Johnson

Date: 2/18/2017

PRESIDIO

PARKING STRUCTURE CAPACITY

STATEMENT OF WORK

CITY OF FRANKLIN

January 18, 2018

TEAM

Name	Company/Function	Phone	Email
Jeff Hodges	Senior Account Manager	615.855.5762	jhodges@presidio.com
Brannon Holliger	Director, Business Development	407.641.0454	bholliger@presidio.com
Clayton Cannon	Systems Engineer	407.409.8216	ccannon@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.2	December 13, 2017	Clayton Cannon	First Internal Release
V1.0	December 14, 2017	Clayton Cannon	

Notices:

© 2017 Presidio Networked Solutions Group, LLC ("Presidio"). All Rights Reserved. This document and its contents are the confidential and proprietary intellectual property of PRESIDIO and may not be duplicated, redistributed or displayed to any third party without the express written consent of PRESIDIO.

Other product and company names mentioned herein may be the trademarks of their respective owners.

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution to City of Franklin ("Client"). This Statement of Work (SOW) summarizes the results of the Pre-Sales Envisioning and Proposal Phases and details the services to be provided by Presidio.

1.2. Solution Overview

The intent of this project is to monitor the parking capacity of two parking garages and display their current capacities at their respective entrances.

- Second Avenue Parking Garage
- Fourth Avenue South Garage

1.3. Locations

Presidio will complete the work as defined in this Statement of Work at the following locations:

- Second Avenue Parking Garage
 - 108 Second Ave South, Franklin, TN 37064
- Fourth Avenue South Garage
 - 123 Fourth Avenue South, Franklin, TN 37064

2. PROJECT SCOPE

2.1. Project Kickoff Meeting

The Presidio Project Coordinator will schedule and conduct a Project Kickoff Meeting between City of Franklin and Presidio resources assigned to this project.

- Introduce Professional Services team
- Introduce Client contacts and project sponsors
- Verification of roles and responsibilities
- Review Client timelines and set operational dates
- Review this Statement of Work and all project deliverables and assumptions
- Review hardware and software requirements against Bill of Materials
- Identify resources throughout the life of the project
- Determine dates for regularly scheduled project status meetings

2.2. Design and Implementation

Presidio will complete the following:

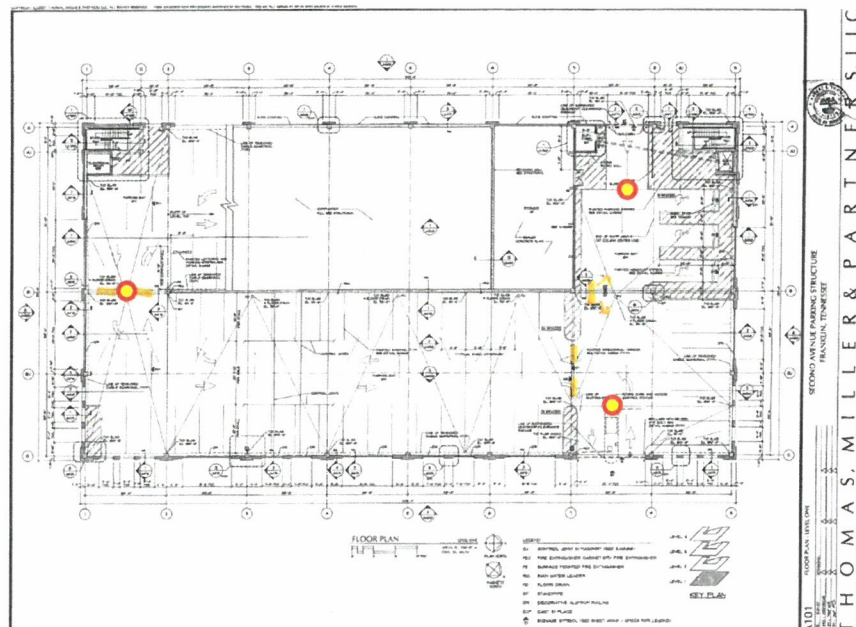
- Configuration of 15 Cisco 6630 cameras for use with IntuVision Analytics
 - Second Avenue Parking Garage
 - Level One – three (3) Cameras
 - Level Two – two (2) Cameras
 - Level Three – two (2) Cameras
 - Fourth Avenue South Garage
 - Level One – two (2) Cameras
 - Level Two – two (2) Cameras
 - Level Three – two (2) Cameras
 - Level Four – two (2) Cameras
- Configuration of two (2) IntuVision 4U Analytics rack units
 - Second Avenue Parking Garage
 - Fourth Avenue South Garage
- Configuration of IntuVision Video Analytics (VA)
 - Second Avenue Parking Garage
 - Total Capacity Tracking
 - Independent Capacity Tracking of Levels One through Four
 - Fourth Avenue South Garage

- Total Capacity Tracking
- Independent Capacity Tracking of Level One through Five
- Configuration of Outdoor Digital Displays
 - Second Avenue Parking Garage
 - Two (2) 32" LG 32SM5KD-B with WebOS 3.0
 - Each will display either a current space available count or FULL
 - No other information to be presented
 - Fourth Avenue South Garage
 - Two (2) 32" LG 32SM5KD-B with WebOS 3.0
 - Each will display either a current space available count or FULL
 - No other information will be presented

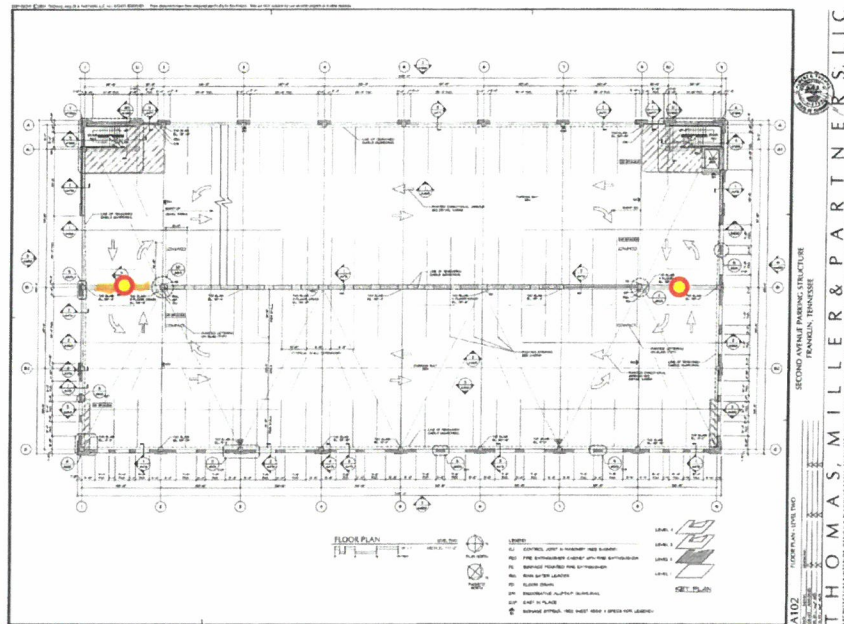
2.2.1. Camera Layout

2.2.1.1. Second Avenue Parking Garage

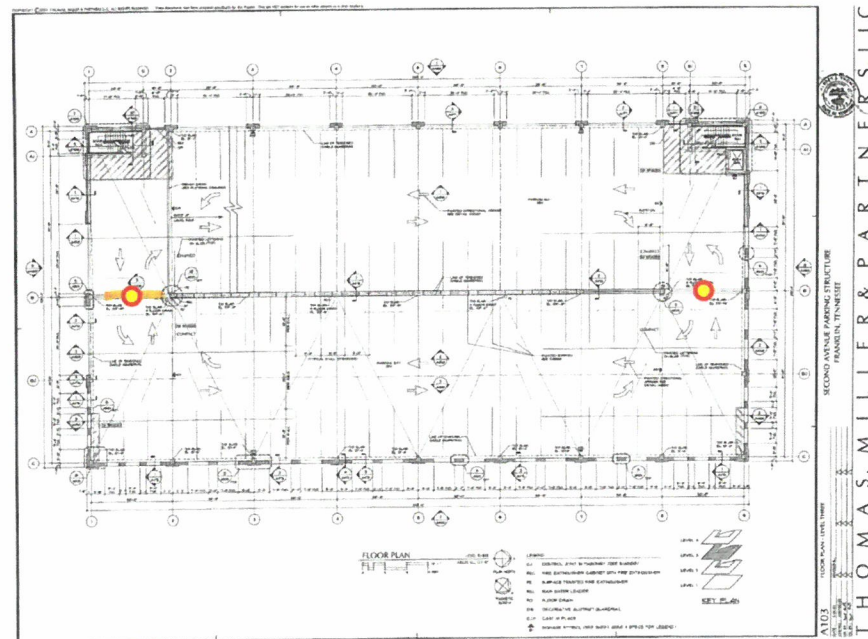
Level One



Level Two

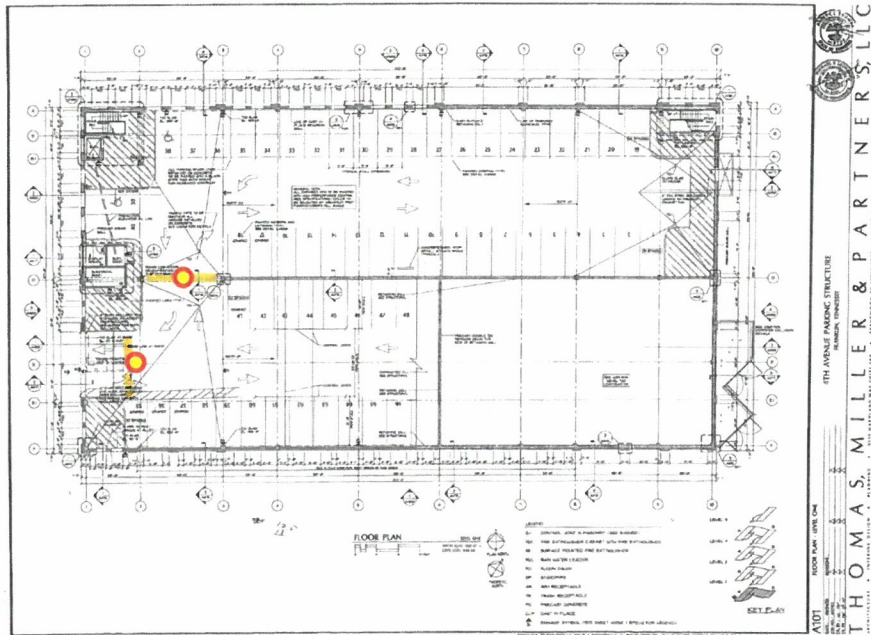


Level Three



2.2.1.2. Fourth Avenue South Garage

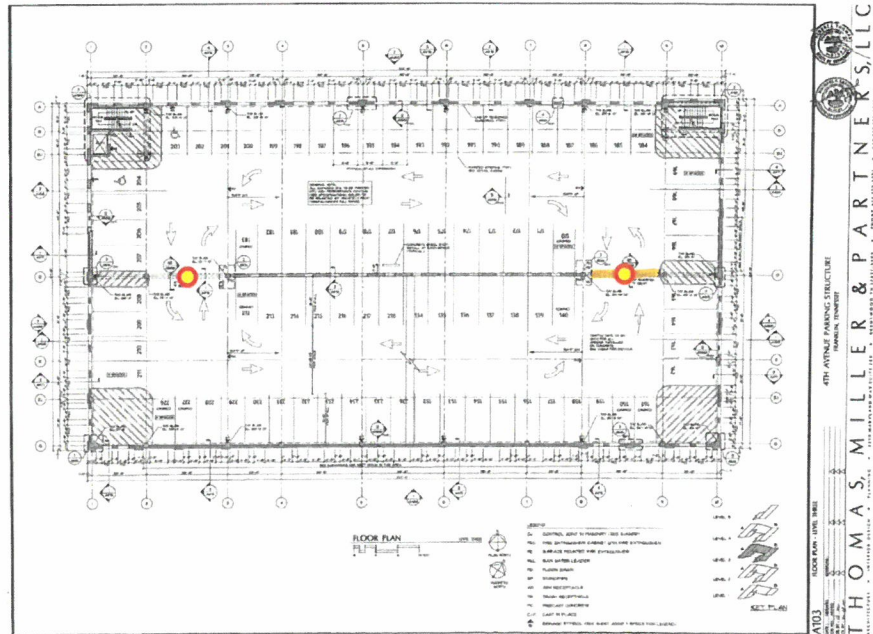
Level One



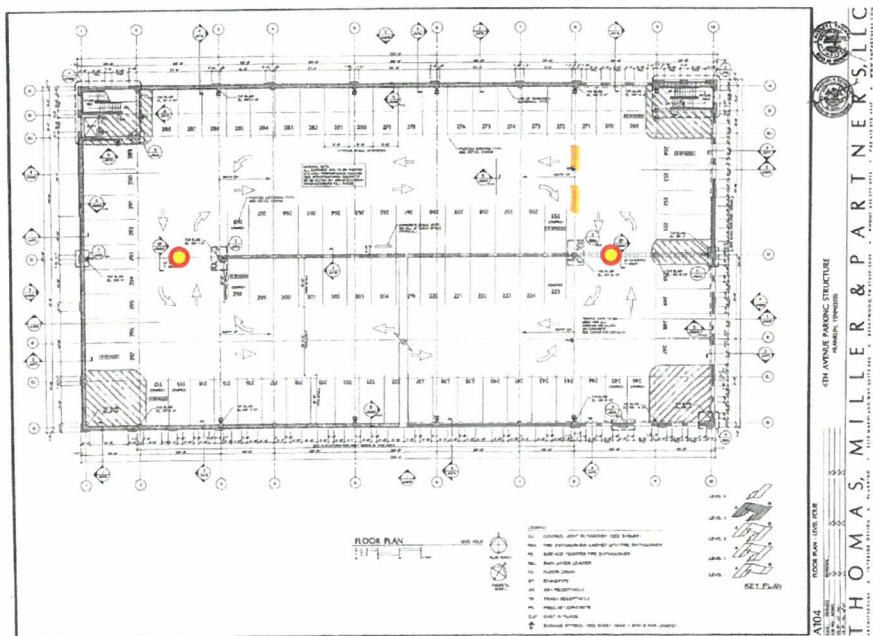
Level Two



Level Three



Level Four



2.3. Project Closure

At the completion of the project, Presidio will perform a Project Closure Meeting either on-site or via WebEx. Presidio and the Client will:

- Review the final deliverables for the engagement
- Review project objectives to ensure that they have been completed as outlined within the SOW
- Identify any follow-on items or actions that may be required or desired by the client
- Presidio and City of Franklin shall agree that this project is complete once all items within this Statement of Work are complete

2.4. Technical Support after Completion

A variety of Technical Support options are available to the Client after Presidio has completed the work described under "Project Scope." These include:

- For clients without Presidio Managed Network Services or Presidio Care Services, Vendor (such as Cisco) Support Centers or Technical Assistance Centers (TAC) are the vehicles for all support. These Vendor Support Centers provide 24x7 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.
- For non-critical support, including system expansion options, assessments, audits, and related services, or services which are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee engagements, Time and Materials (T&M) engagements, Ad Hoc, and Pre-paid Blocks of hours. Pricing for these services is not included in this Statement of Work and should be requested through your Presidio Account Manager.

3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. By signing this SOW, City of Franklin agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- All Presidio activities will take place during normal working hours (Monday through Friday, 8AM to 5PM, excluding holidays) unless noted as “Off Hours” in this SOW.

3.2. Project Assumptions

Client assumes the following responsibilities:

- Physical installation of cameras as detailed by Presidio
- Network cabling
- Power cabling
- Outdoor-rated enclosures for the digital displays

3.3. Out of Scope

Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not included within this SOW.

3.4. Client Responsibilities

The following items are listed as responsibilities of City of Franklin for this engagement. City of Franklin is responsible for performing the items and activities listed in this section, or arranging for them to be performed by a 3rd party if appropriate.

- Provide a single point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW
- Participate in System Engineering & Planning sessions and workshops
- Supply current equipment configuration for review, if applicable
- Schedule appropriate maintenance windows for system upgrades or installs and notify user community
- Uninstall and dispose of all equipment retired as part of this project
- Provide all required physical access to the Client's facility (identification badge, escort, parking decal, and so forth), as required by the Client's policies; and will



provide all required functional access (passwords, IP address information, and so forth), as required for Presidio to complete tasks

- Validate site readiness prior to the dispatch of Presidio personnel to perform the services contracted
- Provide adequate facilities for the installation of hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
- Provide high-speed access to the Internet for verification of device support requirements and for software downloads

3.5. Project Change Request Process

There may be instances when the scope or requirements of a project will need to be modified or the client will request a change to the project scope during a project. If this happens:

- A Project Change Request (PCR) will be created by the project presales and service delivery teams and presented to the client by the project manager for client approval.
- The PCR will indicate any changes in services or deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
- The Project Change Order/Request will be considered an addendum to the proposal and will be performed accordingly.

3.6. Project Deliverables

The following deliverables will be created by Presidio and provided to City of Franklin as part of the engagement.

Document	Description
Final Project Documentation	Parking Structure Analytics As-Built Document Copies of device configurations, if applicable
Project Completion and Acceptance	Agreement that project is complete

4. PRICING

Presidio is providing a Fixed Fee Price (FFP) as part of this Proposal.

Presidio will invoice City of Franklin based on the project milestone(s) listed below:

Billing Milestone	Percentage	Amount
Kick-Off	4%	\$ 976.49
Execution	80%	\$18,539.30
Support	12%	\$2,927.14
Closure	4%	\$976.49
Total:		\$23,419.42

4.1. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this SOW are included in the pricing above.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this agreement is included in the pricing above.

5. TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Upon written agreement, Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, **Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable.** If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

2. **Shipment of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. **Limitations of Warranties.** Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. **ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.**
4. **Intellectual Property.** CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. **To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement.** CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. **Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.**
6. **Limitation of Liability.** To the extent allowable by law, **IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER.** Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. **Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
8. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Tennessee. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Williamson County, Tennessee, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. **Miscellaneous.** This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Indemnification. To the extent allowable by law, Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

City of Franklin
SOW# 1001117725376
December 13, 2017
Parking Structure Capacity

COF Contract No. 2017-0360

PRESIDIOTM

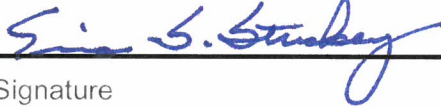
6. AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This SOW is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to City of Franklin unless otherwise agreed to by both parties.

City of Franklin

 1-24-2018

Signature Date

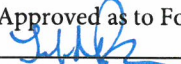
Eric S. Stuckey

Printed Name

109 Third Avenue South, Franklin, Tennessee 37064

Invoice/Bill to Address

Approved as to Form:



Tiffani M. Pope, Staff Attorney

Presidio

 _____
Signature Date
Fred Griffith Vice President 01/22/2018

Printed Name & Title

Please sign and return the entire document to Presidio.

Thank you.



NONDISCLOSURE AGREEMENT

This Agreement ("Agreement") is entered into on July 17, 2017 between **Telvent USA, LLC**, a Delaware limited liability company having a place of business at 4701 Royal Vista Circle, Fort Collins, CO 80528 ("Schneider Electric"), and **City of Franklin, Tennessee**, a Municipality in Williamson County, Tennessee, having a place of business at 109 Third Avenue South, Franklin, Tennessee 37064 ("Recipient").

In consideration of the Purpose of this Agreement and the promises, covenants and conditions contained herein, the validity and sufficiency of said consideration both parties hereby acknowledge, the Recipient hereby agrees as follows:

1. During the term of this Agreement Recipient agrees to receive certain information, plans, designs, concepts, protocol, and certain other information which may include, but is not limited to, techniques, methods, processes, procedures, "know-how", trade secrets, materials, prototypes, samples, tangible things, technical, financial or business information, the terms and conditions of any pending or existing agreements between the parties ("Confidential Information"). For the avoidance of doubt, Confidential Information of Schneider Electric shall also include information or material belonging to or disclosed by any of Schneider Electric's Affiliate(s) that the receiving party may obtain knowledge of or access to as a result of the business relationship described in Paragraph 2 below. For the purposes of this Agreement, an "Affiliate" of a party shall mean any company or other business entity controlled by, controlling or under common control Schneider Electric. "Control" shall mean the direct or indirect ownership of more than fifty per cent (50%) of the voting rights or income interest in a company or other business entity or such other relationship as, in fact, constitutes actual control.
2. The Recipient shall make use of the Confidential Information only for the following Purpose(s):
[Select all that apply]
 - ☐ Obtaining engineering feedback.
 - ☐ Furthering the business relationship between the parties.
 - ☒ Evaluation in anticipation of a business relationship between the parties.
 - ☐ Developing or presenting a proposal.
 - ☐ Modification of a party's product(s) to enhance compatibility with the other party's product(s).
 - ☐ Other:
3. With respect to such Confidential Information provided by Schneider Electric, the Recipient shall:
 - (a) hold such Confidential Information in confidence and protect it with the same degree of care with which the Recipient protects its own Confidential Information, but in no event less than reasonable care;
 - (b) use such Confidential Information only for the purpose(s) described in Paragraph 2 hereof, except as may otherwise be mutually agreed to by the parties hereto in writing in advance of such use;
 - (c) not copy or otherwise duplicate such Confidential Information, or allow anyone else to copy or otherwise duplicate any of such Confidential Information without Schneider Electric's prior written approval, except in the normal anticipated use thereof (as set forth in Paragraph 2);
 - (d) restrict disclosure of such Confidential Information solely to those employees, subcontractors, consultants and Affiliates with a need to know (collectively, the "Representatives"), and not disclose it to any other parties;



- (e) require that all Representatives agree to maintain the confidentiality thereof, and otherwise comply with the provisions hereof, by contract, work rules or other appropriate methods;
 - (f) promptly notify Schneider Electric in writing in the event that the Recipient or its Representatives becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information so that Schneider Electric, at its expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement; and
 - (g) promptly advise Schneider Electric upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or of any breach of this Agreement, including, without limitation, the misappropriation of the Confidential Information.
4. The Recipient shall not have any obligation to preserve the confidential nature of Confidential Information of Schneider Electric which:
- (a) Is already known by the Recipient, as evidenced by a writing dated prior to the date of disclosure; or
 - (b) Is or becomes generally known to the public at large through no wrongful act or other involvement of the Recipient; or
 - (c) Is received from an unaffiliated third party without an obligation of nondisclosure; or
 - (d) Is independently developed by the Recipient, or for the Recipient by third parties, without any access whatsoever to the Confidential Information; or
 - (e) Is approved in advance for release by written authorization of an officer of Schneider Electric.
5. The disclosure of Confidential Information by Schneider Electric does not confer any license under any patent, trademark, copyright, or any other Intellectual Property right, by implication or otherwise and all right, title and interest in and to the Confidential Information and/or Intellectual Property shall remain with, and vest exclusively in Schneider Electric. For the purposes of this Agreement, "Intellectual Property" shall mean any patent, patent application, industrial design, invention, design, trade secret, idea, work, technology, innovation, creation, concept, moral right, development, drawing, research, analysis, know-how, experiment, copyright, data, formula, method, procedure, process, system or technique and any right to apply for any of the foregoing.
6. All Confidential Information disclosed by Schneider Electric under this Agreement is provided "AS IS." Schneider Electric makes no warranty or representation whatsoever as to the sufficiency or accuracy of any Confidential Information it has disclosed hereunder or as to the results to be obtained therefrom and assumes no responsibility arising from any use or misuse thereof.
7. The provisions hereof shall inure and accrue to the benefit and detriment of, and be binding upon the successors and assigns of the parties hereto provided, however that no disclosure of Confidential Information may be made to any successor or assign of the Recipient without the advance, express written consent of Schneider Electric.
8. The terms of this Agreement, as well as the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Tennessee, USA, excluding applicable conflicts of laws rules. Notwithstanding the preceding sentence, Schneider Electric may bring an action to enjoin the wrongful disclosure of any of its Confidential Information in the jurisdiction and forum in which the wrongful disclosure has or is anticipated to occur.



9. Both parties acknowledge and agree that Schneider Electric may be irreparably harmed by any violation of this Agreement, and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Recipient or other third parties receiving such Confidential Information to compete unfairly with Schneider Electric. Therefore, in the event of a breach or threatened breach, Schneider Electric party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach, without being required to show any actual damage or to post a security or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement.

10. This Agreement is effective on the date of Recipient's signature below and shall continue for a period of two (2) years. This Agreement may be terminated by either party at any time upon thirty (30) days advance written notice to the other party. Notwithstanding the termination or expiration of this Agreement, the obligations of the Recipient, with respect to the Confidential Information of Schneider Electric, shall be in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (ii) in the case of any other Confidential Information, until Recipient is no longer obligated to preserve the confidential nature of the Confidential Information pursuant Section 4 of this Agreement. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of the Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. After the obligations with respect to an item of Confidential Information terminate, use of that item of Confidential Information shall continue to be governed by applicable law, including without limitation, patent and copyright law. Upon the termination or expiration of this Agreement or at the written request and instruction of Schneider Electric, all Confidential Information furnished hereunder, including any copies thereof, shall, at Schneider Electric's instruction, either be returned to Schneider Electric or destroyed and a certificate of destruction shall be timely provided by the Recipient to Schneider Electric.

11. Miscellaneous
 - 11.1. This Agreement contains the entire understanding of the parties and supersedes all other agreements or understandings with respect to the subject matter hereof. Any amendment to this Agreement must be in writing, signed by authorized representatives of each party, and expressly refer to this Agreement. In the event there is any conflict or inconsistency between this Agreement and the terms and conditions of any electronic dataroom, now or hereafter applicable to a party or the party's Representatives, the terms and conditions of this Agreement shall govern and constitute the terms and conditions with respect to a party's or its Representatives' access to Confidential Information in such electronic dataroom.

 - 11.2. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original. This Agreement may be validly executed by means of signed facsimile or signed electronic transmission.

 - 11.3. This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussion between the parties. Subject to the parties' confidentiality obligations undertaken hereunder, it is understood and acknowledged by both parties that they may have been independently pursuing business opportunities in the areas to which the Confidential Information pertains and that nothing contained herein shall be deemed or construed to preclude either party from pursuing these opportunities independently or with any other third party, or from discontinuance of said pursuit without any liability accruing to the other party.



11.4. Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11.5. Export Laws. The Recipient hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in furtherance of the purpose of this Agreement. Such requirements include, but are not limited to obtaining all required authorizations or licenses or otherwise complying with restrictions on regulatory authorizations for the export or re-export of any controlled item, product, article, commodity, software or technology. Recipient further represents and warrants that it is not currently debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States.

11.6. Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by an officer or company employee thereunto duly authorized, all as of the date set forth above.

Telvent USA, LLC By: <u>[Signature]</u> Name: <u>John D. Dittler</u> Title: <u>Director of Operations</u> Date: <u>Nov 29, 2017</u>	CITY OF FRANKLIN, TENNESSEE By: <u>[Signature]</u> Name: <u>Eric S. Stuckey</u> Title: <u>City Administrator</u> Date: <u>11-17-2017</u>
--	---

RETURN ONE FULLY EXECUTED COPY (Pgs. 1-3) TO:		
A. (Original/Scanned)	B. (Scanned)	C. (Original/Scanned)
Schneider Electric Attn: Insert Contact Insert Address	Legaldocuments@schneider- electric.com	Counterparty

Approved as to form by:

[Signature]
Tiffani M. Pope, Staff Attorney

AGREEMENT
BETWEEN
TENNESSEE DEPARTMENT OF HEALTH
AND
CITY OF FRANKLIN
COF Contract No. 2017-0351

This agreement is entered into this first day of July, 2017, between the Tennessee Department of Health, hereinafter referred to as the STATE and the CITY OF FRANKLIN, hereinafter referred to as the CITY.

WHEREAS, it is the vision of the Tennessee Department of Health to be in the top ten states in the nation for health, and

WHEREAS, it is the mission of the Tennessee Department of Health to protect, promote, and improve the health and prosperity of the people in Tennessee through the prevention of conditions that may be a threat to health, individually and collectively, and through the treatment of conditions that have already affected the health of Tennesseans, and

WHEREAS, TCA 68-2-901, provides a means for a State and City effort to accomplish these mutual goals through the delivery of health services through the local health departments.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein.

A. THE CITY AGREES:

1. To appropriate a total of \$21,150 for support of the WILLIAMSON County Health Department. This amount consists of:
 - a. \$1,516 Direct-Local funds (for which the CITY shall not be billed); in accordance with Item 3 below.
 - b. \$19,634 of appropriation for which the CITY shall be billed in accordance with item (3) below.
2. To use revenues generated from the provision of health services toward the support of the County Health Department
3. To pay the STATE each quarter, one-fourth of the total county funds appropriated for the purposes of this contract as identified in Item 1 (b) above. Payments are to be received by

the STATE no later than the last day of the first month of each quarter (Jul. 31, Oct. 31, Jan. 31, and Apr.30 respectively).

4. To report all local deposits and local expenditures to the STATE quarterly on forms prescribed by the Division of Administrative Services, Tennessee Department of Health.
5. To submit to the STATE a duly signed and executed county agreement.

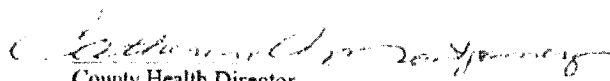
B. THE STATE AGREES:

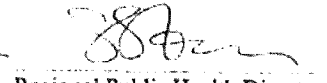
1. To provide a total of \$1,581,900 in support of the WILLIAMSON County Health Department.
2. Upon written request, to provide a reporting of all expenditures and revenues.

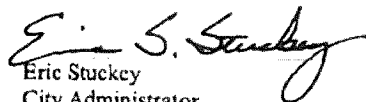
C. BOTH PARTIES AGREE:

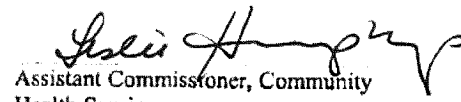
1. It is further agreed that the funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to funding availability.
2. The term of this agreement will begin July 1, 2017, and shall extend through June 30, 2018.
3. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved:


County Health Director


Regional Public Health Director


Eric Stuckey
City Administrator


Assistant Commissioner, Community
Health Services


Commissioner, Department of Health

Tennessee Consolidated Retirement System
Employer Actuarially Determined Contribution (ADC) Rate

Department Code(s): 819.09
CITY OF FRANKLIN

Applicable period for this employer rate	July 1, 2018 through June 30, 2019
Actuarial valuation date	June 30, 2017
Actuarial experience study date	June 30, 2016
Investment rate of return assumption	7.25%

Key Elements of the Pension Plan (Employer Elections)

Base plan formula	1.5% formula times years of service
Employee contribution rate	5% of salary
Vesting period	5 years
Retiree COLAs	Provided, CPI based, capped at 3%

Employer ADC Rate

<i>Rate Components:</i>	
Normal cost	5.87 %
Unfunded accrued liability amortization	0.09 %
Administrative cost	<u>0.23 %</u>
Total employer ADC rate	6.19 %

Actuarial Present Value of Benefits (PVB) Summary

Actuarial value of assets	\$ 40,393
Expected employee contributions	541,737
Expected employer normal cost	595,826
Unfunded accrued liability	<u>11,874</u>
Total PVB	\$ 1,189,830

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits	0
<i>Annualized Retirement Benefit: \$0</i>	
Inactive employees entitled to but not yet receiving benefits	1
Active employees	<u>31</u>
<i>Annualized Salary: \$1,197,191</i>	
Total	32

Amortization of Unfunded Accrued Liability

Actuarial Valuation Date	Unfunded Accrued Liability (Negative Unfunded Accrued Liability)	Annual Amortization Amount	Amortization Period at June 30, 2017 (in years)
June 30, 2013	\$ 0	\$ 0	0.00
June 30, 2015*	0	0	0.00
June 30, 2016	0	0	0.00
June 30, 2017	<u>11,874</u>	<u>1,065</u>	20.00
Total	\$ 11,874	\$ 1,065	

*Beginning June 30, 2015, valuations are performed annually.

**Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2017**



Acknowledgement of employer rate effective July 1, 2018 through June 30, 2019

Department Code: 81909

Department Name: CITY OF FRANKLIN

- ☒ I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at:
<https://publicreports.treasury.tn.gov>. I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

- ☒ The Minimum Employer rate: 6.19%
☐ Optional: We choose to pay a higher contribution of: _____

Employer Signature Eric S. Stuckey Title City Administrator
Date 4/24/18 Phone 615 550-6605 Email Eric.Stuckey@franklin.tn.gov

The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for all department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2018 via one of the following methods:

By email: TCRS.EmployerReporting@tn.gov

By mail: TCRS Employer Reporting
502 Deaderick Street, 15th Fl.
Nashville, TN 37243



STATE OF TENNESSEE, TREASURY DEPARTMENT
TENNESSEE CONSOLIDATED RETIREMENT SYSTEM
15th FLOOR ANDREW JACKSON BUILDING
502 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-0201

DAVID H. LILLARD, JR.
STATE TREASURER

JAMIE WAYMAN
DIRECTOR

February 26, 2018

Dear Tennessee Consolidated Retirement System Employer:

The actuarial valuation at June 30, 2017 is complete. Attached is an actuarial valuation report that reflects your employer contribution rate for the one year period July 1, 2018 through June 30, 2019. This report reflects the minimum employer rate that must be paid. **We encourage you to consider electing to pay a higher rate to protect against upward pressure on employer rates in the future.**

Enclosed is important information about the future funding of pension benefits you need to consider. **Please read carefully before indicating your rate selection.** As noted in the enclosed document, we anticipate volatility in investment earnings to continue in the foreseeable future. Additionally, the TCRS Board of Trustees adopted several changes to the assumptions as a result of the most recent experience study. The assumption changes will impact the actuarially determined contribution rates.

Since TCRS is now performing annual actuarial valuations, the next actuarial valuation report will be performed at June 30, 2018 that will establish the employer rate for the period July 1, 2019 through June 30, 2020. TCRS follows best practices set by the accounting industry which includes annual actuarial valuations. Please note that conducting annual valuations will result in changes in employer contribution rates each year.

Please return the enclosed rate certification to TCRS no later than May 15, 2018. If you have any questions about your rate, please call RetireReadyTN, at 800-922-7772.

Sincerely,

James Wayman
Director of TCRS

Enclosed Attachments

Important Consideration Regarding Financing Retirement Obligations Tennessee Consolidated Retirement System (TCRS)

General Information

Since 1972, the Tennessee General Assembly, Governor and all local governments that participate have funded 100% of the employer contribution rate (Actuarial Determined Contribution rate) in accordance with State law. Because of this commitment, TCRS is one of the strongest funded plans in the nation and pension plans for most employers participating in TCRS are well funded.

However, that does not mean that there will not be challenges prospectively regarding the financing of retirement benefits. Two specific items of concern are investment challenges and continued improvement in mortality. In addition, there are unique challenges for smaller employers. Accordingly, there is a potential for upward pressure on employer contribution rates in the future. Your governmental entity needs to prepare for such possibility. Further, the Actuarial Experience Study, conducted by TCRS every 4 years, reflected that a reduction in the investment earnings assumption was needed. Therefore, this fall the TCRS Board of Trustees took action to lower the investment earnings assumption from 7.5% to 7.25%. What seems like a small reduction will impact employer contribution rates.

Specific funded status information for each participating employer will be provided in May of this year. The financial information will be pursuant to GASB 68 and will be in the same format as last year. However, that information only provides the funded status at a point in time and does not give an indication of future challenges relative to employer payments toward pension cost. This document is intended to address factors that may potentially increase employer contribution rates.

Potential Impact of the Financial Marketplace

Investing retirement plan assets greatly impacts the funded status of a plan and the employer contribution rates. Historically, investment earnings represent more than 60% of the revenue to finance retirement benefits. In determining employer contribution rates, the actuarial calculations assume a long-term annualized rate of return of 7.25% as adopted by the TCRS Board of Trustees on September 29, 2017. As can be the case with any long-term expected return, there can be periods that do not meet the 7.25% expectation. The current market volatility makes the 7.25% assumption more difficult to attain in the near term. The investment return for fiscal year ending June 30, 2017 was 11.4%. You should know that even with no other factors that this memo addresses, the investment returns alone can put upward pressure on employer contribution rates.

Potential Impact due to Improving Mortality

As people continue the pattern of living longer due to improving medical treatments and more knowledge about how to live healthier, the result is that retirement benefits are paid longer. Paying retirement benefits for a longer period of time than assumed increases the employer contribution rate.

The TCRS actuarial calculations use mortality assumptions that equates to the current pattern of mortality plus some, but not all, of the expected improvement. As a result of the June 30, 2016 experience study, TCRS projected mortality 6 years beyond the actuarial valuation date.

Potential Impact of Smoothing Methodology

TCRS utilizes a 10-year smoothing methodology for investment returns to control employer rate volatility. Essentially, a portion of the investment gains or losses are recognized each year. The delay in the recognition of losses causes the actuarial value of assets to be larger than the market value of assets. Conversely, the delayed recognition of gains will cause the actuarial value of assets to be lower than the market value of assets. As a reminder, the market value of assets is used in financial statements and for GASB reporting purposes.

Other Actuarial Assumptions

While investment earnings and mortality can impact employer contribution rates to a great degree, other actuarial assumptions impact rates. Employer turnover, salary, early/late retirement and cost of living adjustments are all assumptions that can have positive and/or negative impacts to employer contribution rates.

Impact for Employers with few Employees

There can be greater volatility in the employer contribution rate for employers with few employees. Employers with less than 100 employees can expect to realize volatility in the employer contribution rate each actuarial valuation.

Unfunded Liability

Unfunded liability is part of an employer's contribution rate. The faster the unfunded liability is paid off, the less impact on future rates. Furthermore, GASB 68 requires the pension liability to be reflected on the employer's financial statements. Additional contributions above the actuarially determined contribution (ADC) may lower this value.

Consider paying more than the Minimum Employer Contribution Rate

Understanding that even small percentage changes to governing body budgets can cause great impact to a community's fiscal priorities, TCRS aims to educate entities of the potential for volatility. TCRS strongly encourages a proactive approach to funding pension obligations. As you review your employer contribution rates for this year, we strongly encourage you to adopt an employer rate that is higher than the minimum amount. Options to consider include:

- If your new employer rate is lower, consider staying at the same level you are at now
- If your employer rate is less than 2%, consider paying at least 2% or more
- If you have a relatively low employer rate, consider paying more than the minimum required rate

- If your rate is increasing, consider future budget years and weigh your options for paying more now

By paying more into TCRS, you help mitigate the potential upward pressure of increasing employer contributions in future years. Moreover, you reduce any net pension liability that will be reflected as debt in your financial statements.

TCRS wants to help you understand the rate that is best for you and your budget being mindful that the upward pressure on rates for the next annual valuation period is very strong. Any additional contributions that can be made will help offset increases in future years.

Again, TCRS is one of the best funded plans in the nation because of its prudent financial management and the prudent financial management of all of our members. We welcome the opportunity to work with you to continue to provide retirement for Tennesseans.

What other options are available?

We encourage you to actively discuss with us all aspects of your retirement program. There are alternative plan provisions that would assist with future retirement cost and the long term impact could be significant.

Please reach out to the following employees for assistance if you want to discuss your employer contribution rate and other options.

Tennessee Treasury Outreach Team

Drew Freeman, Director

Cell: (615) 806-4467

Drew.Freeman@tn.gov

East TN Representative: Justin Ball

Cell: (423) 356-1518

Justin.Ball@tn.gov

Middle TN Representative: James Armistead

Cell: (615) 289-4447

James.Armistead@tn.gov

West TN Representative: Tim Joyce

Cell: (901) 233-4517

Tim.Joyce@tn.gov

Key Terms

Defined Benefit (DB) Plan - A pension plan that is designed to provide participants with a predefined, predictable and guaranteed benefit based on a formula that takes into account an employee's compensation, years of service, and age, or a combination. TCRS is a defined benefit plan.

Defined Compensation or Defined Contribution (DC) Plan - A pension plan in which contributions are made to an individual account for each employee from accumulated savings. The retirement benefit is entirely dependent upon the account balance at retirement, and is based on the money that accumulates in an employee's account. Employers can also contribute or provide matching funds. A 401(k) is an example of this type of plan.

For purposes of this document all other terms will relate only to a defined benefit plan and NOT a defined contribution plan.

Actuarial Accrued Liability - Represents the portion of the present value of fully projected benefits attributable to service credit earned (or accrued) as of the valuation date.

Actuarial Assumptions - Factors used by actuaries for estimating the cost of funding a defined benefit pension plan. Examples include: the rate of return on plan investments; mortality rates; and the rates at which plan participants are expected to leave the system because of retirement, disability, termination, etc.

Actuarial Valuation - The determination, as of a specific date, of the normal cost, actuarial accrued liability, actuarial value of assets, and related actuarial present values for a plan.

Actuarial Value of Assets - The value of pension plan investments and contributions used by the actuary for the purpose of an actuarial valuation. TCRS uses an asset valuation method that smooths the effects of short-term volatility in the market value of assets.

Actuarially Determined Contribution (ADC) - The amount actuarially calculated each year that is required to be contributed by an employer in order to ensure there will be enough funds to pay promised pension. The rate changes each year the actuarial valuation.

Amortization - Paying off a liability incrementally through a series of installments, as opposed to paying with a lump sum payment. The unfunded accrued liability is amortized and included in the ADC.

Cost of Living Adjustment (COLA) - Adjustments made to help offset inflation. The amount is based on the increase in the Federal Consumer Price Index (CPI). For TCRS, the COLA cannot exceed 3%.

Contributory - The employee contributes a portion of salary towards their pension plan (i.e. shares the cost of the plan with the employer).

Experience Study - A periodic review and analysis of the actual experience of a plan which may lead to a revision of some assumptions used in the actuarial valuation. Actual investment performance, mortality, retirement, salary increases, etc. are compared to the assumed values and modified as appropriate.

Non-Contributory - The employee does not contribute any portion of salary towards their pension plan (i.e. does not share any portion of the cost of the plan with the employer).

Normal Cost - The cost of projected benefits allocated to the current fiscal/plan year. The employer normal cost equals the total normal cost of the plan less employee contributions.

Present Value - The current value of series of amounts payable in the future, after discounting each amount at an assumed rate of interest.

Rate of Return Assumption - The investment rate of return the actuary uses in the actuarial valuation as opposed to the actual rate of return earned by TCRS.

Unfunded Actuarial Accrued Liability (UAAL) - The excess, if any, of the actuarial accrued liability over the actuarial value of assets. In other words, the present value of benefits earned to date that are not covered by current plan assets.

Vesting - A defined number of years of service an employee must work to be eligible to receive a pension benefit.

Kristine Tallent

From: Ellen Hansen
Sent: Monday, April 23, 2018 12:31 PM
To: Kristine Tallent
Cc: Shauna Billingsley
Subject: A18-00402 2018-0077 TCRS ADC rate FY beginning 07.01.18
Attachments: 2018-0077_TCRS ADC Rate for July 1 2018_1.pdf

** Attached file(s):
2018-0077_TCRS ADC Rate for July 1 2018.Law Reviewed

Kristine:

Attached is the document with the contract number you requested.

This will probably need to be on a BOMA agenda-- "signed on behalf of."

Also, the final signed copy should be given to Melda, and she will scan to OnBase—and then give the original to Lanaii to store with the meeting minutes.

Let me know if you have any questions.

Thanks!

Ellen A. Hansen

Legal Assistant

Law Department

City of Franklin

109 3rd Ave. South

Franklin, TN 37064

Phone: 615-550-6603

Fax: 615-550-6998



**HISTORIC
FRANKLIN
TENNESSEE**

This message has been prepared on resources owned by the City of Franklin, TN. It is therefore subject to the Internet and Online Services Use Procedures and Standards of the City. While e-Mail that is created by any City staff member may be a public record, this message contains information that may be subject to the attorney-client or work product privilege, or otherwise confidential, and exempt from disclosure under applicable law. DO NOT COPY OR FORWARD TO UNAUTHORIZED PERSONS. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying or forwarding of this communication is strictly prohibited. Unauthorized interception of this message may be in violation of the Electronic Communications Privacy Act, 18 U.S.C. §2510 et seq. If you have received this communication in error, please notify us immediately at 615-550-6603.

Please do not print this e-mail unless necessary

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0062**

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

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

Design of Intersection Improvements at the McEwen Drive Interchange with I-65

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical 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 Not-to-Exceed Amount **Twenty-Eight Thousand Three Hundred Sixty-Five and 60/100 Dollars (\$28,365.60)**.

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.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

March 27, 2018

Mr. Jonathan Marston, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Scope and Man-day Estimate to Provide Engineering Services
McEwen Drive WB ramp to I-65 Southbound
Franklin, TN

Dear Mr. Marston:

As requested we have completed a scope and man-day estimate to provide professional engineering services for the above named project, we appreciate the opportunity to submit information. Our understanding is that the City would like to make the westbound McEwen Drive left turn onto I-65 southbound into a double left turn lane. East of I-65 the second lane is constructed but striped out. The primary concern is reconfiguration of the ramp lanes to accept the double left and create a yield condition for the eastbound McEwen on ramp to I-65. It is anticipated that the plans will be developed to address any reconfiguration or super elevation issues with the ramps and modifications to the turn lane striping and signal modifications. The scope of work is detailed as follows:

1. Survey Services – Field Work - (HMB Professional Engineers, Inc. (formerly Adams and Company Survey))
 - a. Provide field survey as listed below for McEwen Drive left turn lanes to southbound I-65 ramp gore area, including the eastbound to southbound ramp where ramp taper ends from McEwen Drive. No property line data will be collected except the field location of the ROW fence along the southbound I-65 ramps from McEwen Dr.
 - b. Set control in State Plane Coordinate System.
 - c. Research utilities and show all utilities marked in the field along and between the southbound ramps.
 - d. Locate stop bar, longitudinal stripes and turn arrows east of I-65 on McEwen Dr.
 - e. Detailed pavement breaks every 25' where the two southbound ramps merge together.
 - f. Detailed pavement breaks every 50' through the remainder of the concrete ramp.
 - g. Survey will be provided in the State Plane Coordinate System.
 - h. Electronic data for the Topographic Survey will be provided in ASCII and Microstation/Geopak formats.
 - i. HMB will not be responsible for contacting property owners.
2. Roadway Design
 - a. Process survey based on files provided by HMB
 - b. Review original design plans and develop super elevation layout to meet TDOT/AASHTO guidelines assuming all new construction
 - c. Develop layout and cross sections to compare survey as built to assumed new construction.
 - d. Develop up to 2 additional layouts to merge the existing conditions with assumed new construction.



Mr. Marston

Page | 2

- e. Review traffic provided by City of Franklin and perform analysis of WB Ramp yield condition
- f. Coordinate with the City of Franklin and TDOT to gain approval.
- g. Develop design plans package based on approved plan. Based on the assumption that some construction work will need to take place on the ramps the estimate for design plans is based on the following sheets begin developed:
 - i. Cover page, standard drawings, estimated quantities, general notes, typical section
 - ii. Existing, proposed and profile layout for the ramp location
 - iii. Pavement striping plan for double left turn lanes plus modifications to ramp striping
 - iv. Signing plan
 - v. Detailed grading plan for modifications to ramp
 - vi. Signal modification plan for adding a second signal head in series with the existing signal head.
 - vii. Traffic control plan
 - viii. Erosion control plan
 - ix. Cross sections
- h. Assist the City through the bid phase

For clarification and information the following services are specifically not included as part of the SCOPE OF SERVICES as previously described but can be added via a revised scope if deemed necessary by the City: Transportation Planning Report (TPR), traffic counts or analysis, utility design or relocation plan development, lighting design, right-of-way negotiation/acquisition services, offsite analysis of the existing drainage system, flood studies, mitigation design, pavement design, Construction Engineering and Inspections (CEI) to TDOT standards, advertisement of bid, printing of City review plans or bid documents, and landscape design. Additional project specific items are as follows:

- Widening of the SB on ramp to 3 lanes or modifications to the ramp merge with I-65
- Modifications to any other ramps or striping other than the EB and WB ramps to I-65 SB.
- Signal modifications to the existing equipment or remaining portions of the signal
- Mast arm modifications or design due to increased wind load of new signal head.
- No voltage issue requiring a redesign for attaching a second left turn signal
- Less than 1 acre of disturbance therefore an NPDES Permit will not be required

Based on the above scope please find the attached estimate for a total amount of \$28,365.60.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Clinard, P.E.".

Thomas M. Clinard
Senior Vice President



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

McEwen Drive at I-65

WB McEwen Ramp to SB I-65

Williamson County

General Comments:

Development of plan for dual left turn lanes from EB McEwen to SB I-65

Alfred Benesch & Company

Thomas M. Clinard, PE

8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:

S. McCoy, PE

Date prepared:

3/27/2018

DESIGN MANDAY ESTIMATE



ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018

DESIGN TASKS	
1 Survey Office Work	2.0 MANDAYS
2 Develop new SE Layout and XS	4.0 MANDAYS
3 2 Additional Proposed plans	3.0 MANDAYS
4 Review Traffic and perform analysis	2.0 MANDAYS
5 City and State Coordination	4.0 MANDAYS
6 Develop Design Plans	12.0 MANDAYS
7 Bid Phase and Estimate Analysis	2.0 MANDAYS
TOTAL DESIGN MANDAYS	29.0 MANDAYS

☒ Remove X to display instructions.

LABOR RATES

ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018



PERSONNEL	MANDAY RATE
SR. PROJECT MANAGER (\$180/hr)	\$ 1,440.00
PROJECT MANAGER II (\$126/hr)	\$ 1,008.00
PROJECT ENGINEER II (\$112/hr)	\$ 896.00
PROJECT ENGINEER I (\$98/hr)	\$ 784.00
DESIGNER II (\$54/hr)	\$ 672.00

TOTAL MANDAYS	29.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	0.0 %
RIGHT-OF-WAY PLANS	0.0 %
CONSTRUCTION PLANS	100.0 %
TOTAL PROJECT	100.0 %

CONSTRUCTION PLANS				100.0 % OF TOTAL PROJECT	
		MANDAYS		LABOR COSTS	
SR. PROJECT MANAGER	6.0 % CONST. PLANS	1.7 M.D.	\$	2,448.00	
PROJECT MANAGER I	14.0 % CONST. PLANS	4.1 M.D.	\$	4,132.80	
PROJECT ENGINEER II	45.0 % CONST. PLANS	13.1 M.D.	\$	11,737.60	
PROJECT ENGINEER I	15.0 % CONST. PLANS	4.4 M.D.	\$	3,449.60	
DESIGNER II	20.0 % CONST. PLANS	5.8 M.D.	\$	3,897.60	
100.0 %					
TOTAL MANDAYS CONSTRUCTION PLANS		29.0 M.D.	\$	25,665.60	
TOTAL LABOR COSTS				\$	25,665.60

☒ Remove X to display instructions.



DESIGN DIRECT EXPENSES

ROUTE: McEwen Drive at I-65
 DESCRIPTION: WB McEwen Ramp to SB I-65
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018

			Item Subtotal	Item Total Cost
Reproduction Costs:				
Item Description	Number / Unit	Unit Price		
Photo-copies	0	\$ 0.10	\$ -	
Full size bond	0	\$ 1.00	\$ -	
Half size bond	0	\$ 1.00	\$ -	
Full size vellum	0	\$ 3.00	\$ -	
Half size vellum	0	\$ 10.00	\$ -	
Color Printing	0	\$ 0.73	\$ -	\$ -
Travel:				
	Number of Trips	No. of Miles/No. of People	RATE *	
Per Diem (75%)			\$ 0.00 Per Day	\$ -
Per Diem			\$ 0.00 Per Day	\$ -
Transportation	X	70.00 Miles	\$ 0.55 Per Day	\$ -
Lodging			\$ 0.00 Per Person	\$ -
Other Expenses:				
Sub-Consultants	Unit Price			
HMB Professional Engineers, Inc.	\$	2,700.00	\$ 2,700.00	
	\$	-	\$ -	
			\$ -	
				\$ 2,700.00
TOTAL DIRECT EXPENSES				\$ 2,700.00
DIRECT EXPENSES PRELIMINARY PLANS				
DIRECT EXPENSES ROW PLANS			\$	-
DIRECT EXPENSES CONSTRUCTION PLANS			\$	2,700.00

FEE PROPOSAL

ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
Prepared By: S. McCoy, PE
Date Prepared: 3/27/2018

**Totals**

Labor	=	\$	25,665.60
Direct Expense	=	\$	2,700.00
Total Project	=	\$	28,365.60

Total Not to Exceed:	\$	28,365.60
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OWNER 1: UNITED DOMINION REALTY, L.P.
OWNER 2:
TAX MAP: 079
PARCEL: 83.00
TRACT: 1

This Instrument Was Prepared By:
City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065

**AGREEMENT FOR DEDICATION OF EASEMENT
WATSON BRANCH SEWER IMPROVEMENTS
COF Contract 2015-0260**

For and in consideration of ONE HUNDRED SEVENTY FIVE Dollars (\$175.00), in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, UNITED DOMINION REALTY, L.P., its successors and assigns ("Grantor") does hereby grant unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns ("Grantee"), a non-exclusive easement for an underground sewer line (the "Easement") located within the property owned by Grantor located at 3750 Carothers Parkway, Franklin, TN 37067 (the "Property") in the area more particularly shown by words, figures, signs, and symbols, on attached **Exhibit A**, which is made a part hereof (the "Easement Area").

The Easement includes the right of Grantee, its servants and agents to construct, operate, maintain, repair, replace and inspect infrastructure and improvements in connection with the underground sewer line (the "Improvements") within the Easement Area.

Grantor hereby covenants with Grantee, that Grantor is lawfully seized and possessed of said Easement Area and has a good right to make this grant.

The Easement Area may be used by Grantor for any lawful purpose or purposes desired after the construction of all the aforescribed improvements, provided, in the reasonable judgment of Grantee, said use or uses do not destroy, weaken or damage the Improvements or interfere with the operation or maintenance thereof. Grantee hereby covenants that upon completion of any work in connection with the Improvements it will restore the Property to its original condition, or near thereto as is reasonably possible, including, without limitation, the replacement of the fence and any other structures currently located on the Property. Grantee shall be responsible, and Grantor does not waive any claim, for damage in any manner for the negligence of any agent, representative or contractor for Grantee, during any work in connection with any of the Improvements. All work by Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. Grantee shall be responsible for obtaining all applicable permits.

Exhibit A includes a Temporary Construction Easement which includes the right of Grantee, its servants and agents to use the Temporary Construction Easement Area solely in connection with the construction of the Improvements. Upon completion of the construction of the Improvements, the Temporary Construction Easement shall be abandoned.

WITNESS my/our hand(s), this 12th day of July, 2016.

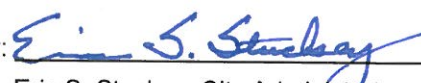
UNITED DOMINION REALTY, L.P.,
a Delaware limited partnership

By: UDR, INC.,
a Maryland corporation, its General Partner



Harry G. Alcock, Senior Vice President

CITY OF FRANKLIN, TENNESSEE

By: 
Eric S. Stuckey, City Administrator

**RECORDING STAMP
ON BACK PAGE**

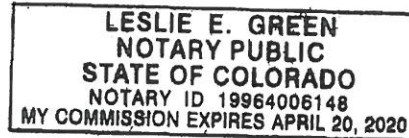
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, in my presence, by Harry G. Alcock, who is personally known to me and who executed the within instrument in his authorized capacity of Senior Vice President of UDR, Inc., the General Partner of United Dominion Realty, L.P, this 12th day of July, 2016.

Witness my hand and official seal.

Leslie E. Green

Leslie E. Green, Notary Public



State of Tennessee)
)ss
County of Williamson)

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this 20 day of July, 2016



NOTARY PUBLIC My Commission Expires: 2/23/20

TRACT 1

PERMANENT EASEMENT

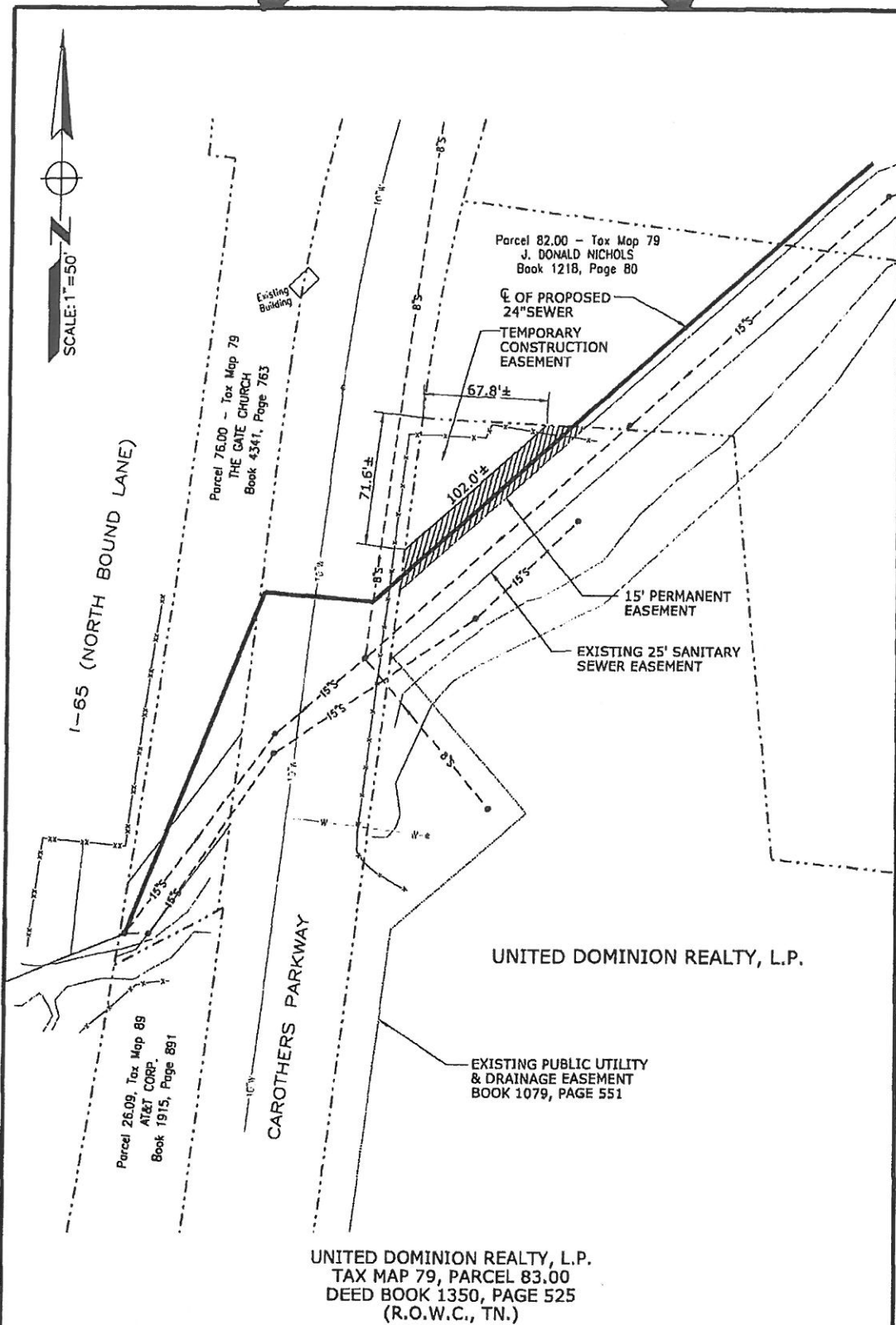
A 15-foot permanent easement, as shown in the attached drawing, being adjacent and parallel to the northerly boundary of the existing 25-foot permanent easement, the northerly boundary of which is more particularly described as follows:

Beginning at a point on the westerly boundary of subject property, said point being the R.O.W. of Carothers Parkway, said point also being ± 71.6 feet, more or less, southwesterly of the northwest corner of subject property;

THENCE, in a northeasterly direction ± 102.0 feet, more or less, to a point on the northerly boundary of subject property, said point being ± 67.8 feet, more or less, southeasterly of the northwest corner of subject property. The total area contained within the easement is $\pm 1,772$ square feet or ± 0.04 acres.

TEMPORARY EASEMENT

A triangular shaped temporary construction easement being adjacent to the northerly boundary of the permanent easement is included and shall remain in effect until the completion of construction. The total area contained within the easement is $\pm 2,412$ square feet or ± 0.06 acres.



CITY OF FRANKLIN

TENNESSEE

DR. KEN MOORE
MAYOR

ERIC S. STUCKEY
ADMINISTRATOR

109 3RD AVENUE SOUTH P.O. BOX 305 FRANKLIN, TENNESSEE 37065

DRAWING PREPARED BY:



**Smith
Seckman
Reid, Inc.**

2995 Sideo Drive
Nashville, TN 37204
615.383.1113
Fax: 615.386.8469
www.ssr-inc.com

OWNER 1: Franklin Iron Wood Retail Partners
OWNER 2: Madison Brookside Cary JV Member LLC
TAX MAP: 79
PARCEL: 92.02
TRACT:

This Instrument Was Prepared By:
City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065

**AGREEMENT FOR DEDICATION OF EASEMENT
WATER MAIN EASEMENT
COF Contract 2016-0029**

For and in consideration of _____ One _____ Dollars,
in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is
hereby acknowledged, Franklin Iron Wood Retail Partners and Madison Brookside Cary JV Member LLC does hereby grant,
bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and
assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs
and symbols on attached **Exhibit A**, which is made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to
construct, operate, maintain, repair, replace and inspect infrastructure and improvements within the limits
of the aforescribed permanent Water Main Easement.

To have and to hold said easement to the City of Franklin, Tennessee, its successors and
assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully
seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Franklin, Tennessee, that said portion or parcel of land
as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or
purposes desired after the construction of all the aforescribed improvements, provided, in the opinion of
the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above
mentioned improvements or interfere with the operation or maintenance thereof. The City of Franklin,
Tennessee hereby covenants that upon completion of construction it will restore the hereinabove
described property to its original condition, or near thereto as is reasonably possible. I/We do not waive
any claim for damage in any manner for the negligence of any agent, representative or contractor for the
City of Franklin, Tennessee, during the construction of any of the aforesaid improvements. I/We do
further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever
defend the right of the grantee to the foregoing easement against the claims of all person whomsoever.

If **Exhibit A** includes a Temporary Construction Easement and/or Temporary Slope Easement,
then this conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to
construct roadway or sidewalk slopes within the limits of the aforescribed easement. Upon
completion of the construction all Temporary Slope and Temporary Construction Easements shall be
abandoned.

I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and
possessed of said land in fee simple and have a good right to make this conveyance.

WITNESS my/our hand(s), this _____ day of _____, 20_____.

(Signature)

(Printed Name)

(Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the within named bargainer, and that they executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey

ERIC S. STUCKEY
CITY ADMINISTRATOR

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this 27 day of February, 2017.



Vicki L. Parr
NOTARY PUBLIC

My Commission Expires: 2/23/2020

FRANKLIN IRON WOOD RETAIL PARTNERS, a
Tennessee general partnership

By: BPI Crabtree Family Investments, LLC
a Tennessee limited liability company, Managing
Partner

By: *David P. Crabtree*
David. P. Crabtree, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

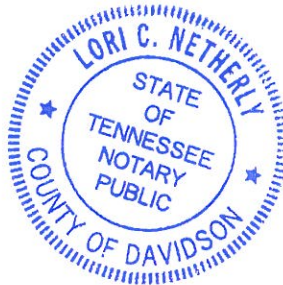
Before me, *Lori C. Netherly*, the undersigned, a Notary Public in and for the
County and State aforesaid, personally appeared David P. Crabtree, with whom I am personally acquainted
(or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be
the President of BPI Crabtree Family Investments, LLC, a Tennessee limited liability company, which is
the Managing Partner of Franklin Iron Wood Retail Partners, the within named bargainor, a Tennessee
general partnership, and that he as such President, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the company by himself as such
President, as Managing Partner of the bargainor.

WITNESS my hand and seal at office in Nashville, Tennessee, this the *21st* day of
February, 2017.

Lori C. Netherly
Notary Public

My Commission Expires:

7/3/17



IN WITNESS WHEREOF, the Co-Tenants have executed this Agreement as of the day first above written.

MADISON BROOKSIDE CARY JV MEMBER, LLC, a
Delaware limited liability company

By: *William M. Warfield*
William M. Warfield, Managing Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, *Jan Bachus*, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William M. Warfield, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of MADISON BROOKSIDE CARY JV MEMBER, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Managing Member of the bargainor.

WITNESS my hand and seal at office in Nashville, Tennessee, this the *20* day of *February*, 2017.

Jan Bachus
Notary Public

My Commission Expires:

3/7/17

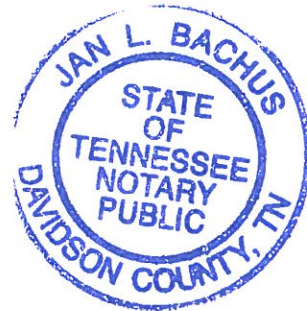


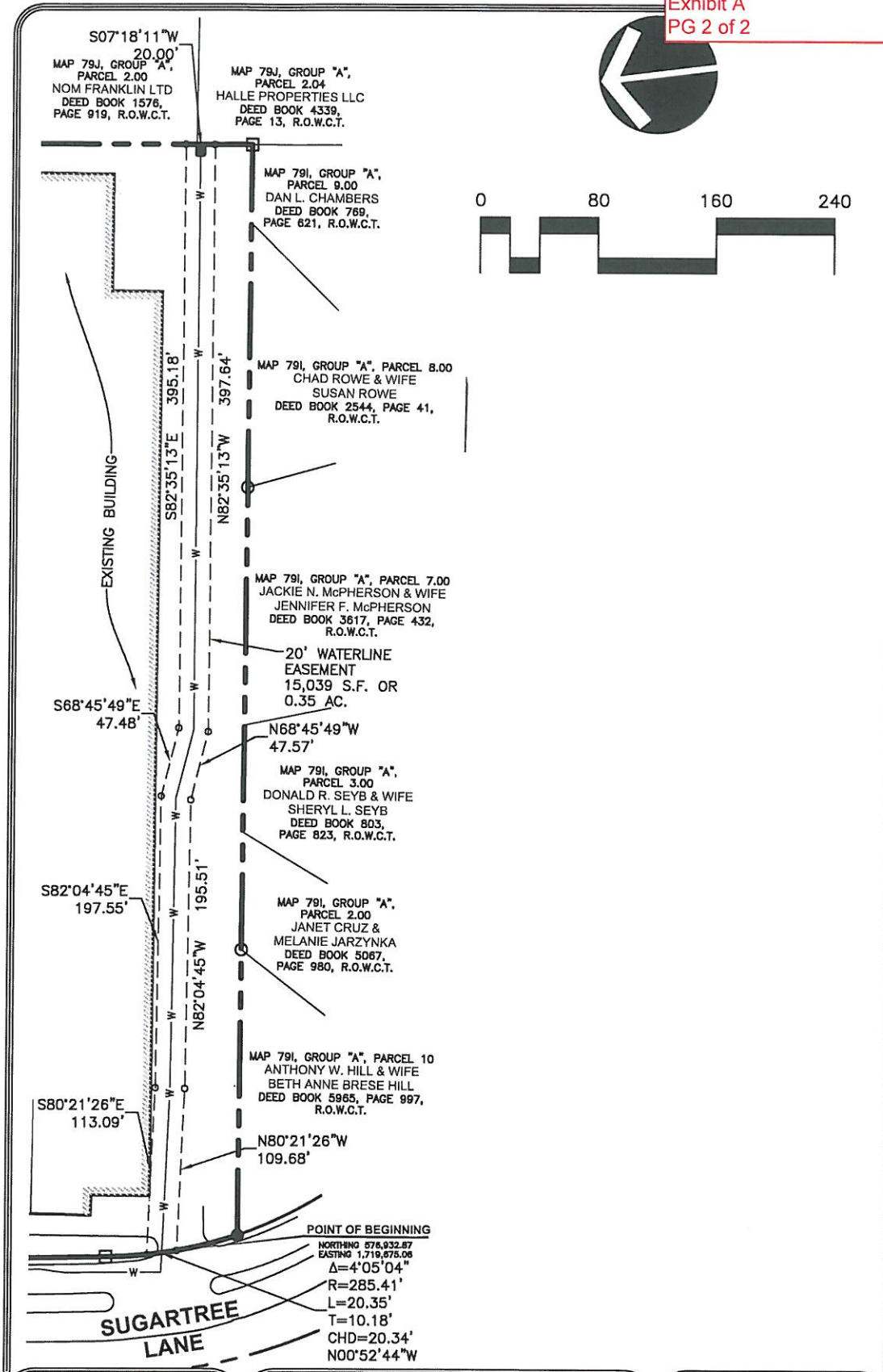
EXHIBIT "A"

MAP: 79, PARCEL: 92.02
WATER MAIN EASEMENT

BEING A 20' WATERLINE EASEMENT IN THE 9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 92.02 AS SHOWN ON WILLIAMSON COUNTY PROPERTY TAX MAP NUMBER 79. BEING BOUNDED ON THE WEST BY RIGHT-OF-WAY (R/W) OF SUGARTREE LANE (80' PUBLIC R/W), ON THE NORTH AND SOUTH BY THE REMAINDER OF PARCEL 92.02, MAPLES CENTER PARTNERS, LLC OF RECORD IN DEED BOOK 5796, PAGE 569, (R.O.R.W.T.), AND ON THE EAST BY THE HALLE PROPERTIES, LLC OF RECORD IN DEED BOOK 4339, PAGE 13, (R.O.W.C.T.) AND THE NOM FRANKLIN LTD. PROPERTY OF RECORD IN DEED BOOK 1576, PAGE 919, (R.O.W.C.T.) SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE EASTERLY R/W MARGIN OF SUGARTREE LANE BEING THE SOUTHWEST CORNER OF THE EASEMENT HEREIN DESCRIBED, HAVING A NORTHING OF 576,932.87 AND AN EASTING OF 1,719,675.06 (NAD83); THENCE WITH THE SAID R/W MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 285.41 FEET, A CENTRAL ANGLE OF 04 DEGREES 05 MINUTES 04 SECONDS, AN ARC LENGTH OF 20.35 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 52 MINUTES 44 SECONDS WEST 20.34 FEET TO A POINT; THENCE LEAVING THE SAID ROAD SOUTH 80 DEGREES 21 MINUTES 26 SECONDS EAST, 113.09 FEET TO A POINT; THENCE SOUTH 82 DEGREES 04 MINUTES 45 SECONDS EAST, 197.55 FEET TO A POINT; THENCE SOUTH 68 DEGREES 45 MINUTES 49 SECONDS EAST, 47.48 FEET TO A POINT; THENCE SOUTH 82 DEGREES 35 MINUTES 13 SECONDS EAST, 395.18 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID NOM FRANKLIN LTD PROPERTY; THENCE SOUTH 07 DEGREES 18 MINUTES 11 SECONDS WEST, 20.00 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID HALLE PROPERTIES, LLC PROPERTY; THENCE, NORTH 82 DEGREES 35 MINUTES 13 SECONDS WEST, 397.64 FEET TO A POINT; THENCE NORTH 68 DEGREES 45 MINUTES 49 SECONDS WEST 47.57 FEET TO A POINT; THENCE NORTH 82 DEGREES 04 MINUTES 45 SECONDS WEST, 195.51 FEET TO A POINT; THENCE NORTH 80 DEGREES 21 MINUTES 26 SECONDS WEST 109.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,039 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.



DATE:	SEPTEMBER 1, 2015
APPROVED BY:	DBC
DRAWN:	BKB
SCALE:	1"=80'
JOB NO.	WK. ORDER
14051	9940

WATERLINE EASEMENT
FOR
THE MAPLES
BROOKSIDE PROPERTIES

9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

RAGAN·SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

NASHVILLE 215 W. OGDEN STREET NASHVILLE, TN 37204 (615) 244-1011	CHATTANOOGA 1810 CHATTANOOGA AVENUE CHATTANOOGA, TN 37405 (423) 492-3411
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