



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, April 10, 2018

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [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 (04/10/18 WS)

Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [RES 2018-25 CDBG Annual Action Plan 2018 with Exhibit A.Law Approved](#)
2. [18-0280](#) *Consideration of Event Permit for Main Street Festival sponsored by the Heritage Foundation on April 28 - 29 in Downtown Franklin

Sponsors: Deb Faulkner
Attachments: [MSF 2018 REVISED App](#)
3. [18-0281](#) Consideration of Event Permit for the Heritage Ball sponsored by the Heritage Foundation on September 15, 2018 at Eastern Flank Battlefield Park. (04/10/18 WS)

Sponsors: Lisa Clayton
Attachments: [Heritage Ball REVISED APP 2018](#)
4. [18-0278](#) Consideration of Event Permit for Mellow Mushroom Live on the Square Concert Series May - September 2018 in Downtown Franklin. (04/10/18 WS)

Sponsors: Deb Faulkner
Attachments: [Mellow Mushroom Concert REVISED 2018 App](#)
5. [18-0279](#) Consideration of Event Permit for the Franklin Hot Air Balloon Festival in Westhaven on May 5, 2018 (04/10/18 WS)

Sponsors: Deb Faulkner
Attachments: [Balloon Fest REVISED 2018 App](#)

6. [18-0286](#) Consideration of Event Permit for the Rodeo Parade sponsored by the Franklin Noon Rotary Club on May 12, 2018 in Downtown Franklin. (04/10/18 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [Rodeo Parade REVISED4 App 2018](#)
7. [18-0276](#) *Consideration of Liquor License Renewal for Berry Farm Wine & Spirits, (Satish Patel, Managing Agent) 4000 Hughes Crossing, Suite 160, Franklin, TN, 37064-1484.
- Sponsors:** Lanaii Benne
- Attachments:** [2018 Patel, Satish Berry Farms Certificate.pdf](#)
8. [18-0289](#) *Consideration Of Certificate Of Compliance (RENEWAL) For Wine In Grocery Store For Sam's East, Inc. d/b/a Sam's Club #6249 Located At 3070 Mallory Lane, Franklin, TN, 37067 (William Brandon Bell, Managing Agent; John Robert Furner [President], Cynthia P. Moehring [Senior Vice President], Matthew William Allen [Treasurer], and Andrea Lazenby [Assistant Secretary], Executive Officers)
- Sponsors:** Lanaii Benne
- Attachments:** [SAdminPrint18032714590.pdf](#)
[2018 Sam's Club East Retail Food Wine Certificate RENEWAL.pdf](#)
9. [18-0296](#) *Consideration Of Certificate Of Compliance (RENEWAL) For Wine In Grocery Stores For Wal-Mart Stores East, LP d/b/a Walmart #272 Located At 3600 Mallory Lane, Franklin, TN, 37067 (Jason Harnden, Managing Agent; Michael Moore [EVP], Cynthia Moehring [Senior Vice President], Matthew William Allen [Treasurer], and Andrea Lazenby [Assistant Secretary], Executive Officers)
- Sponsors:** Lanaii Benne
- Attachments:** [2018 Wal Mart 272 Retail Food Wine RENEWAL Certificate.pdf](#)

10. [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
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11. [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 App](#)
[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
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12/12/17 Work Session referred to the Work Session

12. [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 Ord](#)

Legislative History

11/16/17 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

12/12/17 Work Session referred to the Work Session

13. [18-0277](#) *Consideration of a Professional Services Agreement (COF Contract No. 2018-0053) with Volkert, Inc. for Right-of-Way Acquisition Services for the SR-96 West Multi-Use Trail in a Lump Sum Amount of \$67,200.00

Sponsors: Engineering

Attachments: [2018-0053_PSA_Volkert_ROWAcquisition_SR96WTrail_with attachment.Law A](#)

14. [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

15. [18-0240](#) *Consideration of Sanitary Sewer Reimbursement Agreement (COF Contract No. 2018-0029) with Trace Construction Inc. for Wards Mill PUD Subdivision Off-site Sanitary Sewer Improvements (Deferred from 3/13/18 WS and BOMA 8-0)

Sponsors: Michelle Hatcher and Mark Hilty

Attachments: [COF 2018-0029 Wards Mill Sanitary Sewer Agreement_with Attachment.Law A](#)

Legislative History

3/13/18 Work Session acknowledged
3/13/18 Board of Mayor & Aldermen referred as an Old Business Item to the
Board of Mayor & Aldermen

16. [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 (04/10/18 WS)

Sponsors: Mark Hilty, Michelle Hatcher and Patricia McNeese

Attachments: [2013-0001 Amendment 5_CDM Smith_WRF_with Attachment A.Law Approved](#)
[018 04 06 Revised Amendments 5 Go vs. No Go](#)

17. [18-0292](#) Consideration of Amendment No. 1 to Contract 2016-0077 with Community Housing Partnership (CHP) for the Emergency Repair activity utilizing Community Development Block Grant funds. (04/10/18 WS).

Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater

Attachments: [2016-0077 Amnd.1 Community Housing Partnership agreement with Exhibit A](#)

Other Business

Adjournment

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

RESOLUTION 2018-25

**TO BE ENTITLED: "A RESOLUTION ADOPTING THE FOURTH YEAR, 2018
THROUGH 2019, ANNUAL ACTION PLAN FOR CDBG FUNDING FOR THE CITY
OF FRANKLIN, TENNESSEE."**

WHEREAS, as part of the City of Franklin's agreement to be an Entitlement City, the Department of Housing and Urban Development (HUD) Office requires the City complete an Annual Action Plan regarding the disbursement of grant funds that are awarded to the City of Franklin; and

WHEREAS, the Annual Action Plan reflects the conditions under which the City has met the requirements of the plan and reflects how the City shall disburse the Community Development Block Grant funds for the fiscal year 2018-2019; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to identify these conditions and the policies and procedures that govern the Community Development Block Grant awards; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to adopt the Annual Action Plan in order to meet the Congressional Intent that requires Entitlement City grantees to expend their funds in a manner that effectively meets local needs but primarily serves low-moderate residents.

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

Section 1. The 2018-2019 Annual Action Plan, attached as Exhibit A, hereto is adopted.

Section 2. The Housing Development Coordinator of the City shall be responsible for the administration and enforcement of the Annual Action Plan and the Five Year Consolidated Plan hereby adopted.

Section 3. Changes or revisions to the Plans hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the City of Franklin.

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

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The five-year Consolidated Plan serves as the guiding document for the City of Franklin's Community Development Block Grant (CDBG) Program. This Annual Action Plan represents the fourth year of our 2015-2020 Consolidated Plan that was submitted and approved by the Department of Housing & Urban Development. The plan is a requirement of the U.S. Department of Housing & Urban Development. The City anticipates receiving \$250,000.00 for the 2018-2019 program year. This plan describes our community needs and determines the best way to leverage the funds to assist with meeting our goals and priorities that have been identified in our Consolidated Plan. The City of Franklin will use these funds toward assisting our low to moderate income residents.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Franklin priorities include 1. Creating and making available affordable housing. 2. Assisting low to moderate income residents with emergency repairs and 3. Fund public facilities projects.

We will continue to reach out to the community to help bring education about affordable housing to all our residents. The City continues to be committed to our housing priorities and fair housing outreach and education.

The funding for last year was delayed, those funds were allocated for CBDO's to construct new units, we expect one new home to completed by the end of this program year. This home will be deed restricted and sold to a LMI resident.



Fair Housing

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City continues to partner with the local community and the non-profits to further the objectives that are identified in the 5-year Consolidated Plan and the CAPER. We have had success with the construction of new homes that are sold to low-income residents and deed restricted in an effort to keep them affordable into the future. Additionally, we have strengthened our fair housing outreach and education.



Hard Bargain

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Franklin continues to support a Housing Commission that is comprised of volunteers that meet the first Thursday of each month. The mission of the Housing Commission is to encourage the production and maintenance of affordable housing, raise community awareness of potential business opportunities involving partnerships with neighborhood residents and community development organizations, and advise the Board of Mayor and Aldermen on affordable, workforce, and moderately-priced housing issues and opportunities. This year the Commission is focusing on educating the community about affordable housing by reaching out to various civic institutions and HOA's and bringing a presentation to other committees within the City of Franklin.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The City of Franklin is dedicated to the following concepts for housing and outreach in the City:

1. Continued efforts to engage our community in all areas of housing
2. Keeping our neighborhoods safe and inviting
3. Furthering Fair Housing outreach and education

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Building and Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The CDBG funds are administered as part of the Building & Neighborhood Department.

The City of Franklin's Building and Neighborhood Services Department ensures that the public's safety, health and general welfare are secure by enforcing regulations governing new construction, existing housing, and historic districts.

Consolidated Plan Public Contact Information

Staff in the Building & Neighborhood Department are available to answer questions relating to the Consolidated Plan and/or explain the process of the program. We are located in City Hall, 109 3rd Avenue South, Franklin, TN, our direct phone number is 615-794-7012.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Franklin maintains a strong relationship with our local non-profit organizations, local agencies, our Chamber of Commerce, as well as, entities that provide emergency services or assistance. In addition to supporting these groups, the city also hosts several monthly and quarterly meetings with groups regarding Fair Housing, Housing Concerns, Homelessness and general assistance.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The Building & Neighborhood Services Department, serves as a liaison to bring together stakeholders with diverse interests and facilitates partnerships that might not otherwise have developed.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Bridges of Williamson County, the local domestic violence shelter for women, children and men is a member of the area Continuum of Care. The city will continue its efforts to assist as necessary with Bridges. The city has a referral list in place for individuals and families that may need assistance. Additionally, the City participates with Community Housing Partnership regarding homeless within the city. Community Housing Partnership supports a group home for homeless men and they have rental units that Bridges houses families in.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Bridges of Williamson County
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy, as well as, homeless assistance.
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City meets individually with the various groups and organizations to receive feedback of the plan. Additionally, the city holds a public meeting and references the plan on the city calendar and the local non-profit newsletters.
2	Agency/Group/Organization	COMMUNITY HOUSING PARTNERSHIP OF
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City meets individually with the various groups and organizations to receive feedback of the plan. Additionally, the city holds a public meeting and references the plan on the city calendar and the local non-profit newsletters. The city works closely with Community Housing Partnership within our neighborhoods, including on site cleanups and smoke alarm checks and replacement at no cost to the homeowner. The City continues their efforts in supporting emergency rehabilitation of homes for our low to moderate income residents. Staff notifies the agencies about homes that may become available to allow the agencies an opportunity to purchase them and keep them affordable. The City funds and coordinates with Bridges to insure the safety of their clientele and toward keeping their location confidential.

3	Agency/Group/Organization	Franklin Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city is working closely with Franklin Housing Authority to re-zone land to allow for a planned unit development that will include up to 48 apartments that will be senior residence's based on income.

Identify any Agency Types not consulted and provide rationale for not consulting

The City consultants and collaborates with all agencies and service providers interested in affordable housing and community development issues within our area.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Buffalo Valley Continuum of Care	The City participates in the operations and allocations of our Continuum of Care

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Franklin is very proactive toward informing the public about the CDBG funded activities. We consistently post information on our website, our local Franklin TV station and keep the partners involved. The Annual Action Plan is presented to the City's Affordable Housing Commission, the general public, staff and subsequently the Board of Mayor and Alderman. The statutorily required public hearing is held, wherein the plan and the CDBG program are presented and comments/questions are welcomed and solicited.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No comments received	No comments received	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	City Calendar and Web Site	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No comments received	No comments received	No comments received	
3	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No comments received	No comments received	No comments received	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	250,000	0	0	250,000	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Community Development Block Grant funding is the primary resource for the objectives the City has identified in this plan. The City will continue to search for opportunities to include private funds or in-kind contributions to leverage the funds received from the CDBG award.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City continues to search for land that may be re-purposed to build affordable homes on. This includes a lot in the Natchez area that would accommodate a new home that would be built and sold to a low to moderate income person.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Affordable Housing and Availability	2015	2020				CDBG: \$25,000	Homeowner Housing Rehabilitated: 3 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

2	Goal Name	Affordable Housing and Availability
	Goal Description	The City will continue the emergency rehabilitation efforts to support our low to moderate income residents.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City will continue to expend CBDO funds on new home construction in partnership with the two non-profits that are established in the City of Franklin, Community Housing Partnership of Williamson County and Hard Bargain Association. As in the past the City will reach out to the Hard Bargain Association, a historic African American neighborhood where new homes are being constructed and sold for under below market value for low-to-moderate income individuals and families. Hard Bargain Association holds a 20-year deed restriction to every home they sell. The City and the Housing Commission continues to search for vacant land in neighborhoods and also opportunities that may be declared surplus allowing the City to partner with a certified CBDO toward building additional new, deed restricted, affordable homes. Additionally, the City continues to move forward with Fair Housing Outreach and Education, including having staff and information available at the Mayor's Address that is open to the public.

Projects

#	Project Name
1	Emergency Rehab
2	CBDO
3	Public Facilities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were set after reviewing the needs identified in the Consolidated Plan, as well as, the continued efforts to provide the residents in the City of Franklin with affordable housing.

AP-38 Project Summary
Project Summary Information

1	Project Name	Emergency Rehab
	Target Area	
	Goals Supported	Affordable Housing and Availability
	Needs Addressed	
	Funding	CDBG: \$250,000
	Description	The City will continue to support our low to moderate income residents to ensure they live in safe and healthy homes.
	Target Date	6/28/2019
	Estimate the number and type of families that will benefit from the proposed activities	3 low to moderate income families
	Location Description	The City of Franklin
	Planned Activities	Rehabilitation.
2	Project Name	CBDO
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Build new homes for LMI households.
	Target Date	6/28/2019
	Estimate the number and type of families that will benefit from the proposed activities	2 LMI families.
	Location Description	City of Franklin.
	Planned Activities	Construct new homes.
3	Project Name	Public Facilities
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	

	Target Date	6/28/2019
	Estimate the number and type of families that will benefit from the proposed activities	We estimate these funds will support a minimum of 5 units.
	Location Description	The City Franklin.
	Planned Activities	These funds are intended to be used as infrastructure associated with the construction of new housing homes that will support our LMI households.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Although Community Development Block Group regulations allow grantees to target specific areas, the City of Franklin makes an effort to spread the funding throughout the areas of low-to moderate income residents. This includes pocket communities such as Hard Bargarin, Natchez, the Cadet and Hill Estates neighborhoods.

The US Census identifies Tract 508 subtracts 1, 2 and 3 and Tract 509.01 subtract 4 as the subtracts in Franklin that have incomes from \$31,250 to \$39,999 which constitutes less than 80% of the Nashville MSA medians. My understanding is the Hard Bargain neighborhood is 508-1.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City is continually researching partnerships in an effort to bring affordable housing to the local residents, especially in our low to moderate income areas. The US Census Tract 509.4 includes both the Hill Estates and Cadet Place neighborhoods.

Discussion

The City of Franklin is committed to creating a better lifestyle for all its citizens. When the City allocates its CDBG dollars, this commitment is concentrated on its low- and moderate income residents.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City anticipates uses their

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	7
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The City continues to work in partnership and supports the Franklin Housing Authority as they assist low-income families by providing safe, decent, affordable housing and self-sufficiency opportunities. Additionally, Franklin Housing Authority provides affordable housing to families and individuals that are burdened with low to moderate incomes. Currently there are 288 public housing units in Franklin, Tennessee, serving nearly 600 residents.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City approved an ordinance that encourages responsible growth and approved a Planned Unit Development to allow for the construction and development of 48 senior residence apartments and 12 attached residential homes. The majority of the units will have one bedroom. These units will be income-based. The plan is to build in home ownership with single family homes. The goal is to get public housing residents qualified to become homeowners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Franklin continues collaborating with our local non-profits, community based organizations and our faith-based organizations toward finding supportive services to assist homeless persons as needed. The City of Franklin also works with Buffalo Valley Continuum of Care, who provide emergency shelter and transitional housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

Homeless services in the City of Franklin are provided primarily by independent agencies and organizations. The City does participate in the Point In Time Count with Buffalo Valley Continuum of Care. The City is supportive of both Bridges of Williamson County and Community Housing Partnership of Williamson County, both of these agencies serve homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City is supportive of both Bridges of Williamson County and Community Housing Partnership of Williamson County. Both of these agencies operate within the City of Franklin. Bridges serves, women, men and their children that are affected by domestic violence, ensuring a safe transition to successful independent living through education, intervention, and case management. Community Housing Partnership works with our elderly, low income, and the disabled residents to create affordable housing. Additionally, the city has in place water taps that may be re-purposed to support low to moderate income housing, as well as, the waiver for some development fees.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities,

foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Currently the Doorstep Project is being developed in the City to assist people moving out of the shelter environment into transitional housing.

Discussion

The City will continue to address homelessness and will support HUD's initiative of ending homelessness.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Development costs in the City of Franklin and the new educational impact fee to each new home built in Williamson County has made it extremely difficult to build new affordable homes. Additionally, raw land is becoming very hard to find.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's current housing market and population presents significant impediments to developing an adequate supply of affordable housing for our low to moderate income persons. Our barriers include the high cost of land and the development fees associated with new construction in the City of Franklin. The Williamson County Realtors are reporting an average cost per square foot for a home in the City of Franklin as \$175.00. The Housing Commission continues to research ways of partnering with developers to encourage and support the construction of affordable housing in the City of Franklin.

Discussion:

The City of Franklin supports the construction of affordable housing within the City by offering a deferrel for water and wastewater system development and access fees on owner-occupied residential dwelling units that qualify as affordable per the Metropolitan Statistical Area report. Additionally, the City has acquired several water and sewer taps from properties that are now vacant and will no longer be used for private use. The Board of Mayor and Aldermen have made these water and sewer taps available to be re-purposed toward affordable, deed restricted dwellings that will be established within the City of Franklin corporate limits.

AP-85 Other Actions – 91.220(k)

Introduction:

For the program year the City of Franklin will continue to seek prospects that will allow us to assist our low-to-moderate income residents, as well as, seek partnerships that provide opportunities to improve the well being of our current residents.

Actions planned to address obstacles to meeting underserved needs

The City of Franklin is working with local non-profit agencies to strategically target projects that will preserve and increase quality, safe and affordable housing choices, work to reduce homelessness and provide opportunities to improve quality of life for our residents. With the support of staff and volunteers the city will seek to meet with various civic groups in an effort to bring education and understanding about affordable housing to the general population.

Actions planned to foster and maintain affordable housing

The City of Franklin recognizes the importance of affordable housing development and maintaining existing affordable housing stock. The City will continue to have a public, open monthly meeting to address affordable housing within the City Boundaries. This meeting is posted on the City calendar monthly: <http://www.franklin.tn.gov/what-s-new/calendar>. Additionally the City has created an incentive brochure to encourage the construction of affordable homes in the City.

The City will also continue to encourage, by the coordination and collaboration among the non-profit

housing developers, to construct affordable housing within the City.

Actions planned to reduce lead-based paint hazards

The City of Franklin continues to practice lead-safe practices with any subrecipients that are receiving CDBG funds. Additionally, the City will continue to educate its citizens on the hazards of lead-based paint, as well as, abating or removing lead-based paint hazards found in existing housing that was constructed before 1978.

Actions planned to reduce the number of poverty-level families

The City will continue its relationship with the various agencies to assist any persons that are at or below the poverty level.

Actions planned to develop institutional structure

The City of Franklin continues to strive for institutional structure using collaboration throughout the city. We have many solid working relationships within the local organizations and non-profits that work

toward development related services.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Franklin has a strong cooperative partnership with our public housing provider, as well as, all of our local not for profit establishments. We have established a relationship with Buffalo Valley Continuum of Care whose mission is to provide housing and supportive services for very low income, disabled and homeless residents of our service area.

Discussion:

Staff participates in the Governor's Tennessee Achieves Program encouraging senior high school students to go to college. The program takes them from application through their first semester.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Franklin typically reallocates funds received from the CDBG program in the year in which funds are received. The City does not have a Section 108 loan, does not have float-funded activities, nor does it have funds from urban renewal settlements.

The three years used to determine the minimum benefit are 2015, 2016 and 2017.



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

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.

DOWNTOWN FRANKLIN

main street
festival



New Hwy 96 W

Bridge St

4th Ave N

3rd Ave N

2nd Ave N

1st Ave N

1st Ave S

2nd Ave S

3rd Ave S

4th Ave S

5th Ave S

Fair St

W Main St

Columbia Ave

Cummins St

Emily Ct

Church St

Alley

Alley

Alley

Alley

Alley

Main St

2nd Ave N

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Kids Zone

critic

Games

stage

Food Vendors

← Arts & Craft Vendors

Food Vendors

Beer Tent

Arts & Crafts

Food

Potty Trailer

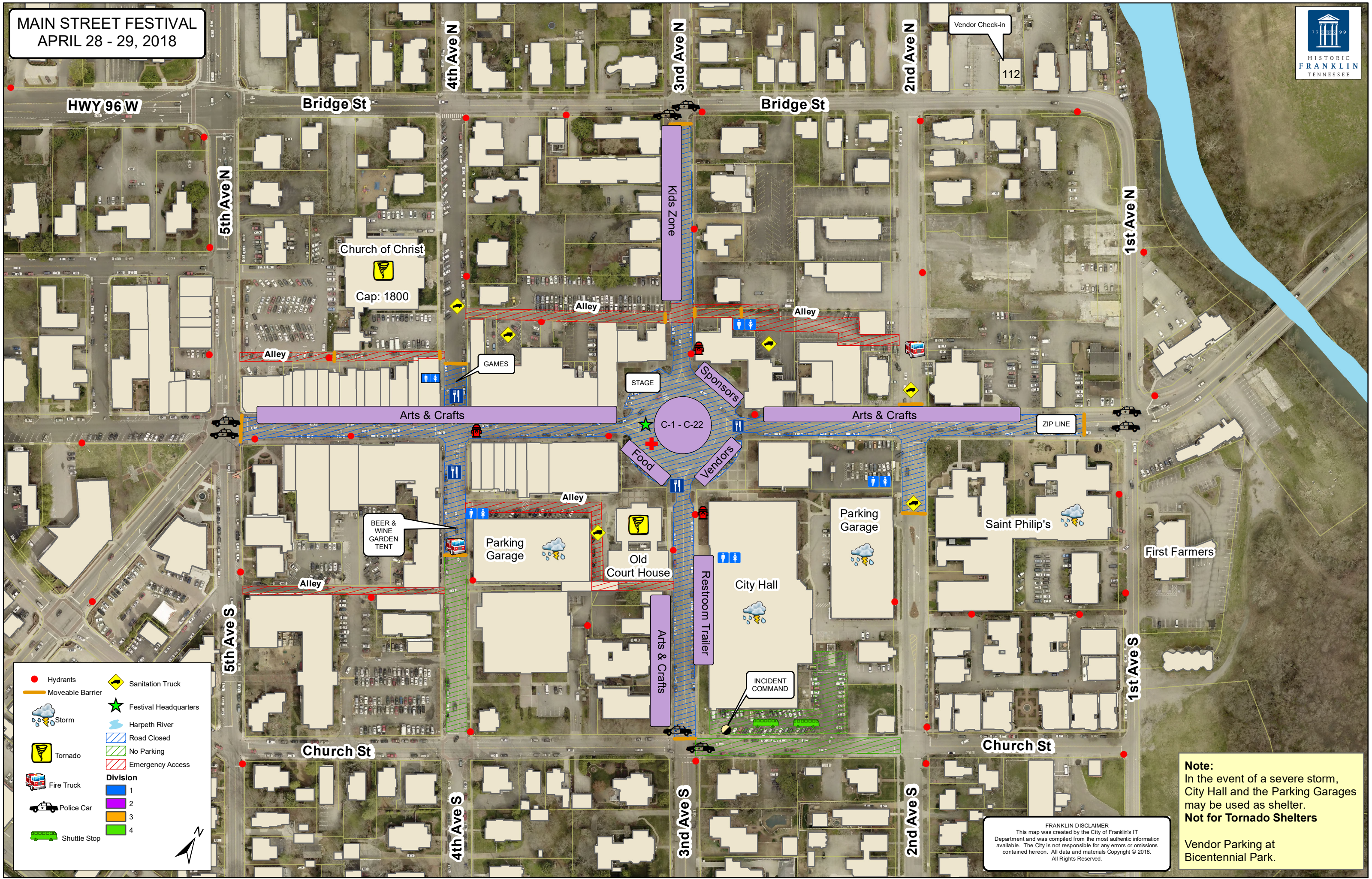
Potty

Vendors



FRANKLIN DISCLAIMER
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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
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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.



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:

- The Heritage Ball

- Name/purpose of event:** The Heritage Ball
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Eastern Flank Battlefield Park located at 1368 Eastern Flank Circle, Franklin, 37064
No street closures
- Date or dates of event:** 09/15/2018
- Start/End Times of Event:** 6:00pm - Midnight
What date/time will set-up begin? 09/08/2018 06:00:00 AM
What date/time will tear-down be complete? 09/21/2018 03:00:00 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): No street closures
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 700 Event Staff/Volunteers:135 Total:835
- 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
- DETAILED description of event** (use additional sheets):
The Heritage Ball is the primary fundraiser for the Heritage Foundation of Franklin and Williamson County. This will be the 46th Annual Heritage Ball.

The event is held under a large tent (100' x 140' and 60' x 100') tents

The evening begins at 6:00pm with cocktails. A sit-down dinner is served at 7:45pm. There is a recognition and awards program followed by dancing with live music until 12:00am.

There will be approx. 700 guests plus 30 catering staff, 70 service staff, 25 volunteers and 9 staff members.

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: [Ball Tent.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@historicfranklin.com

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:

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: [501c3 form.pdf](#)

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

Average admission fee: 375.

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

Average vendor participation fee?

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

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

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

What organization will be the benefactor of event? 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:

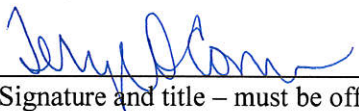
24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Southern Events
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, 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: [Staff List.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?** No
If yes, please list exact locations: Same as last year
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, Ball 2018.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:  Date: 2/8/18
(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) *
*

Event Name: The Heritage Ball

Signature: _____



FORM 1

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.

- Any site-built platforms (stages) and/or bleachers
- Any electrical work utilizing site-constructed equipment or wiring
- Any electrical equipment or work utilizing in excess of 120 volts

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.

Event Name: The Heritage Ball

Signature: _____



FORM 1

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 Ball

Event Date(s): 09/15/2018

1. **Time amplification equipment will be used:** From: 04:45:00 PM To: 11:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*

The sound amplification equipment will be used under the cocktail and dinner tents.

Sound Amplification Map: [Ball Speaker Layout.pdf](#)

3. **For what purpose will sound amplification be used?** *Please list all that apply.*
 - Announcements/Speeches
 - Band/Singers
 - DJ
 - Sound System
4. **Type of Amplifier:**
 - PA System

5.

Number of Amplifiers: 1	Number of Speakers: 6	Number of Performers: 10
--------------------------------	------------------------------	---------------------------------

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: 02/08/2018

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.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 19, 2001

Person to Contact:

Richard Owens 31-00913
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 9:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

23-7042596

Heritage Foundation of Franklin and Williamson
County Tennessee
% Mary Shearer Pearce
PO Box 723
Franklin, TN 37065

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in April 1970, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

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

Heritage Foundation of Franklin and Williamson County Tennessee
23-7042596

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

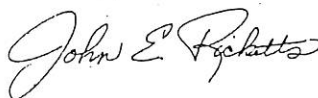
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

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

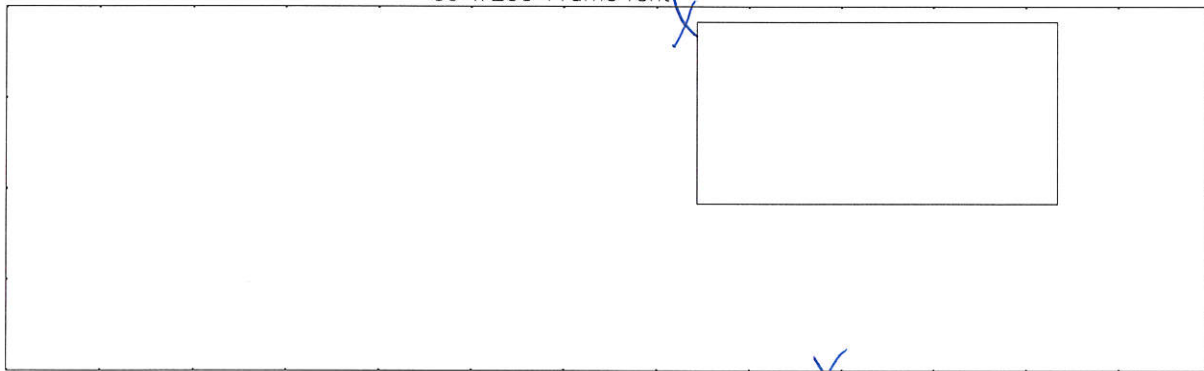
This letter affirms your organization's exempt status.

Sincerely,

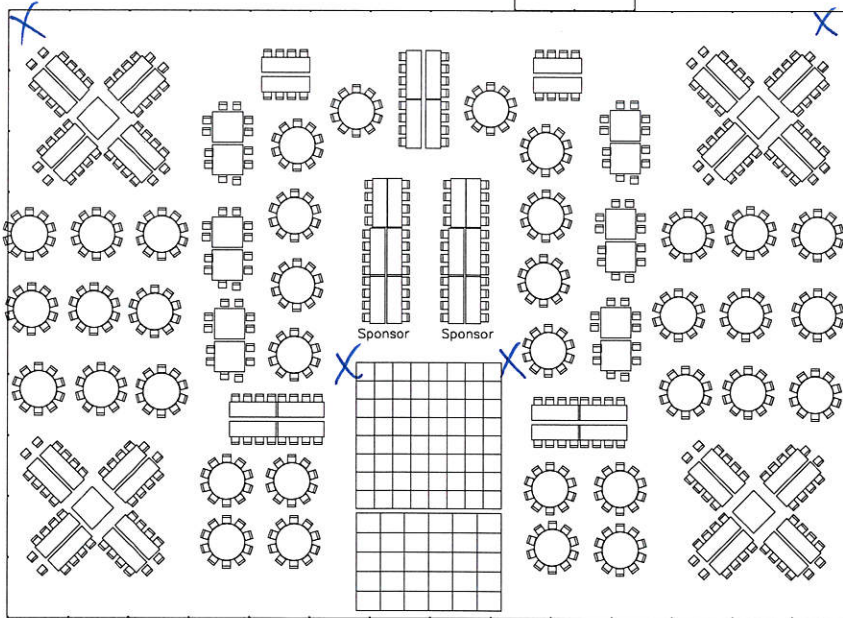
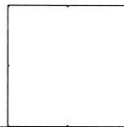
A handwritten signature in cursive script that reads "John E. Ricketts".

John E. Ricketts, Director, TE/GE
Customer Account Services

60' x 200' Frame Tent



← DITCH →



100' x 140' Frame Tent

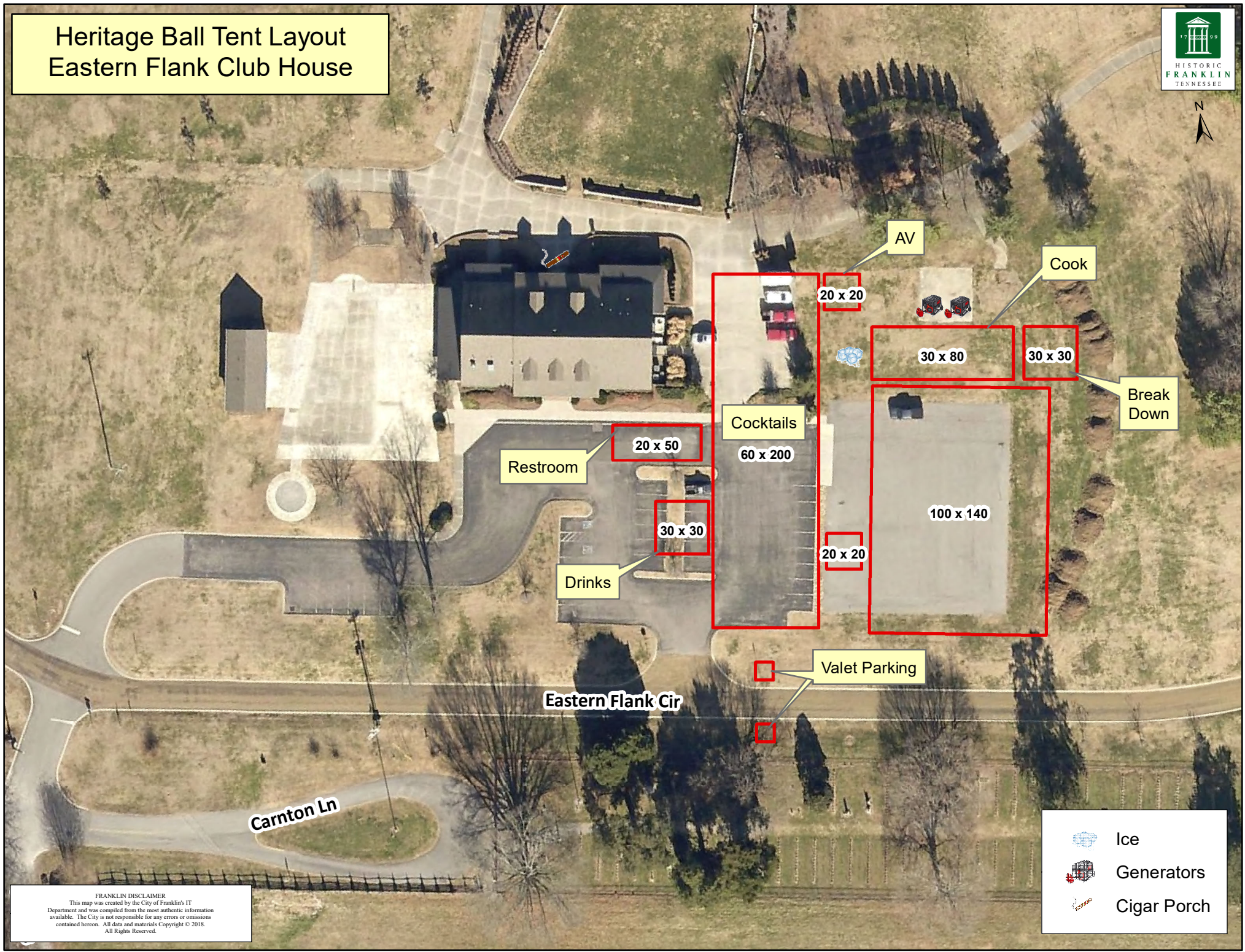
STAGE

X - speakers

Question #10 -map



Heritage Ball Tent Layout Eastern Flank Club House



- Ice
- Generators
- Cigar Porch

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.



September 1, 2018

Dear Neighbors of Carnton Plantation,

This letter is coming to you and your neighbors because of the proximity of your home to the Eastern Flank Battlefield and thereby The 45th Annual Heritage Ball which will be Saturday, September 15th.

Many of you are very familiar with the Heritage Foundation, and are members because you understand the positive impact of the Heritage Foundation in the community. Thank you.

For those of you unacquainted with the Heritage Foundation, the mission of the Foundation is to preserve and protect Downtown Franklin and Williamson County's countryside within the context of economic growth. This organization began 51 years ago, after the Corn House, a 19th Century home on the corner of 5th Avenue and Bridge Street was razed to build a gas station. Immediately after, a group of determined and frustrated citizens met to organize and Franklin's future was forever changed.

As the Heritage Foundation celebrates 51 years, we look back on many of the accomplishments including acquiring the designation of National Historic Registration for the original 16 blocks, street scape for Main Street, conservation of hundreds of acres of countryside, saving and revitalizing the Franklin Theatre and the Old, Old Jail plus bringing hundreds of thousands of people to Main Street Festival, Pumpkinfest, Dickens of a Christmas and the monthly Art Scene.

September 16th will see the 44rd Annual Heritage Ball on the Eastern Flank Battlefield. The event will begin at 6:00 pm and conclude at midnight. The gala plays a major role in supporting The Heritage Foundation's mission of preservation as well underwrite the costs of working year round to make Franklin and Williamson County the special place that it is.

So, I'd like to invite you to attend the longest running black tie affair in Williamson County. If you have not received an invitation, please call 615-591-8500 or email me at jmcdowell@williamsonheritage.org and I'll gladly send you one. If that's not your cup of tea, then I'd beg your patience, as music will be played until midnight at this once-a-year event.

Thank you again for your understanding and forbearance.

Sincerely,

JoEllen

JoEllen DcDowell

Event Director

Eric Stuckey, City Administrator,
Franklin City Hall, 109 3rd Ave S #103,
Franklin, TN 37064

615.791.3217

The Heritage Foundation of Williamson County - 112 Bridge Street, Franklin TN 37064 615.591.8500

Teryl O'Connor	615/525-3101
Cindy Brown	615/210-4732
Linda Childs	615/678-2171
Wendy Dunavant	615/715-7313
Kristy Williams	615/305-3610

Sargent's Catering will provide initial clean up on the evening of the event. Staff and clean-up crew will follow up the following morning.

Staff Conditions:

- Applicant will provide copy of Good Neighbor letter which will be distributed to affected neighborhood.

Parks Department

- Applicant will work with Parks Department on the Eastern Flank Event Facility Fees. Other costs will include:
 - Refundable Damage Deposit of \$500 (*Damage deposit covers all areas of rental site, including but not limited to areas for Parking, tent site and building*).
 - Applicant will be charged \$25 per hour per Park Staff to be available on the day of the event.
- Event attendees are restricted to rental areas.
- The Heritage Foundation shall designate one (1) person as the “Point of Contact” for this event.
- A pre-event evaluation shall take place on site with Parks Department and Heritage Foundation designee prior to tent setup.
- A post-event evaluation shall take place on site with Parks Department and Heritage Foundation designee after all tents are removed and Eastern Flank Battlefield Park has been cleaned by caterer/applicant.
- On setup week, the renter must work with Park staff for placement of signs, portable toilets, fencing, tents, vehicles, set up and any other equipment or stages.
- Prior to the event, the Heritage Foundation designee must make a ONE CALL to mark all utilities near their portable toilets, tents, catering set up, etc.
- The event organizer is responsible to rent portable toilets to handle the number of participants. Organizer should advise City of any needed connections (i.e. water). It would be preferable for the toilets to be self-contained.
- A banner, no longer than 8 feet, can be placed on the fence at the entrance two weeks prior to the event.
- The layout of tents, stages, vendor/food booths is up to event organizer. Temporary directional signage will be the responsibility of the event organizer. Non-permanent field paint and temporary signs/arrows only.
- If the use of the event lawn is requested, it will be available to use as long as weather permits and the ground is not saturated or has the potential to have damage based on the activities the event organizer requests on the lawn.
- There is little lighting at the park for after dark, and it is the responsibility of the event organizers to provide light towers for safety and breakdown of the event after hours.
- Permission for parking event participants will be needed from the Battle of Franklin Trust and State of Tennessee for use of the fields at Carnton. The old fairways east of the Event Center may be used for staff. The lots must be supervised and monitored by the event organizers with a paid parking service of their choosing for organized parking and traffic control in and out of both facilities. Appropriate safety gear, identification, and radio communication is required. The

discussed alternate plan to access both facilities for the day of the Ball and any event at Carnton will need to be identified before the event, and a pre-event meeting should be held with the hired parking service and City contacts to review a parking plan and to walk the site.

- Event organizers must have a plan to safely allow vendors to set up and exit without blocking the loop road.
- Security must be onsite once the major setup is underway. The city park is not supervised and not responsible for the tents or booths, or equipment that stay onsite for the event.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured. COI must cover all days applicant is on the property.
- Any hired providers must have insurance covering their activity, equipment and service, naming the city as additional insured. Insurance needs to include the entire time from set up to breakdown.

Police Department:

- Applicant will hire recommended number of extra-duty Franklin Police Officer to provide security and traffic control.

Sanitation and Environmental Services Department:

- Parks Department will supply roll-out trash receptacles.
- Applicant will lease two dumpsters from the Sanitation and Environmental Services Department
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

- Tents require permit and inspection from the Franklin Fire Department.

Building & Neighborhood Services Department:

- Electrical permit will be required
- Stage should be positioned so sound is least bothersome to nearby residential neighborhood.

Revenue Management:

- Applicant must obtain a Beer Permit from the City's Beer Board.

OFFICE USE ONLY:

Permit No: _____



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☒ beer served (**separate permit required**)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: half of the square

2) Name/purpose of event: Beatles cover Band concert

3) Date or dates of event: (5/12/18)(6/9/18)(7/14/18)(8/11/18)(9/8/18)

4) Time of Event: 7 PM

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

Set-Up Date/Time: _____

Tear-down Date/Time: _____

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

6) Name of Applicant and Organization Requesting Permit:

Robert Sudberry with Mellow Mushroom

a) Address: 317 Main St Franklin, TN 37064

b) Phone: 615-628-0181 **c) Cell:** 615-347-2046 **d) Fax:** _____

e) E-mail address: Franklin@MellowMushroominfo.com

7) Person in charge on day of event: Katherine Dolac

Cell: _____ **E-mail address:** _____



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FRANKLIN
TENNESSEE

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

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

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

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

Music Concert

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

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

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

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

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

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

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Loud Music
- 22) What type of sound amplification will be provided (DJ, Band etc.)? Please list all that apply.
- 23) During what time period is sound amplification requested? _____
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Band
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: Robert S. Stuckey Date: 2-11-18
(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

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

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

Supplemental information provided by Robert Sudberry, manager at Mellow Mushroom

- Set-up/tear-down times: 2 p.m. – 11 p.m.
- Contact person: Katherine Dolac: franklin@mellowmushroominfo.com; 615-628-0181
- Number of attendees: 300 – 400 per concert
- No beer will be sold, given away, or allowed outside of their restaurant zone.

Staff Conditions

- Applicant will provide a \$1,000 refundable damage deposit to City prior to event.

Risk Management:

- Applicant will provide certificate of insurance with alcohol liability coverage naming the City as additional insured.

Police Department:

- Applicant will hire recommended number of extra-duty Franklin Police Officers for each of the concerts.
- Applicant has requested amplification for the band. Pursuant to Franklin Municipal Code Section 11-403(3), this is the only location at which amplified sound will be permitted during this event.

Sanitation and Environmental Services Department:

- Department will provide 10 rollout containers at a charge of \$5 per container. Applicant will leave containers in the alley behind Mellow Mushroom.
- Applicant will provide volunteers to pick-up any trash associated with the event.

Building & Neighborhood Services Department:

- Special Event BNS permit may be required

Revenue Management:

- If applicant wishes to sell, serve, or allow beer/alcohol outside of their current beer permit, they must obtain a special event beer permit from the City's Beer Board.

Streets Department:

- Department will close quadrant at 5 a.m. on the day of the concerts.



Mellow Mushroom Concert Road Closure



City Hall

 Officer

 Vehicle

 Road Closure

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.

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☐ beer served (**separate permit required**)

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

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

___ Aspen Grove Park

___ Liberty Park

___ Eastern Flank Battlefield Park

___ Fieldstone Farms

___ Pinkerton Park

___ Jim Warren Park

___ Harlinsdale Farm

Other: Street Closure

2) Name/purpose of event: Franklin Hot Air Balloon Festival

3) Date or dates of event: May 5, 2018

4) Time of Event: 4pm - 8:30pm

5) Time of Street Closure (if applicable): 2p - 10pm

Set-Up Date/Time: Friday 5/5 @ 8am

Tear-down Date/Time: Monday 5/7 @ 12noon

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

6) Name of Applicant and Organization Requesting Permit:

Matt Lowney Productions

a) Address: 1004 Morgan Trace Ct. Nashville, TN 37221

b) Phone: 615-977-6786 **c) Cell:** 615-977-6786 **d) Fax:** _____

e) E-mail address: lowney-matt@hotmail.com

7) Person in charge on day of event: Matt Lowney

Cell: 615-977-6786 **E-mail address:** lowney-matt@hotmail.com



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Jeremy Blount Cell: 615-593-5172 E-mail address: jeremy blount@hotmail.com

Name: Landon Lyon Cell: 615-739-3530 E-mail address: info@hookandtrucks.com

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

3rd Annual Hot Air Balloon Festival at Westhaven. Event includes,
Hot Air Balloon glow at dusk, a hot air balloon walk through, Craft vendors,
Kids Zone (crafts, magician, games), Food Trucks and live Music

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

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

5,000

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

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

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

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

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. Yes - \$15 for general admission, \$50 VIP - Vendors - \$150
Food Trucks - \$250

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Musicians, Performances, announcements
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Band and announcements
- 23) During what time period is sound amplification requested? 4- 8:30pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Americana, Rock
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
20x40 (two tents) 20x20 (one or two)
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY:  Date: 2/3/2018
(Signature and title – must be officer of organization)

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

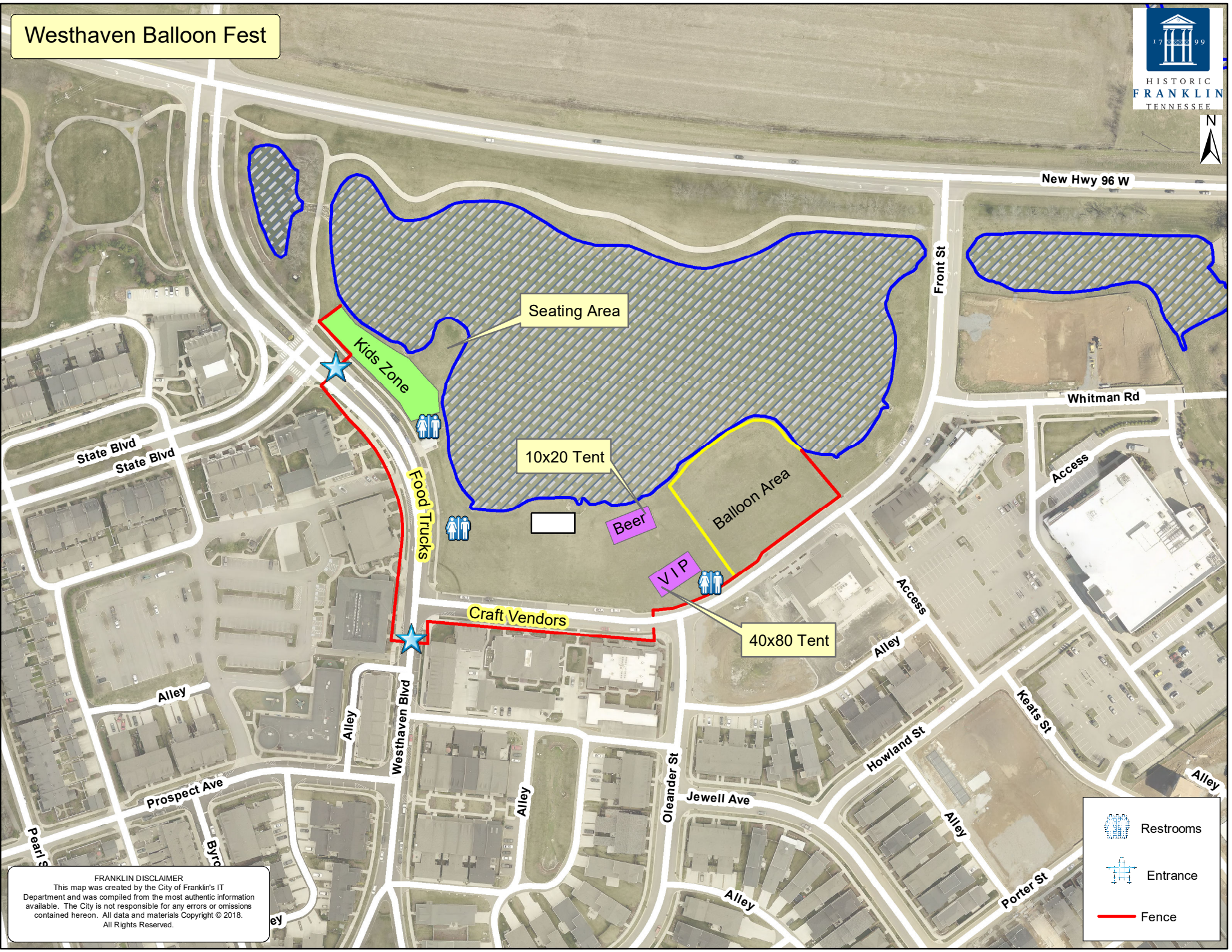
Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

Westhaven Balloon Fest



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.

 Restrooms

 Entrance

 Fence

Staff Conditions:

- Applicant will provide a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- **Risk Management:**
 - Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- **Revenue Management**
 - If caterer has valid license from the Tennessee Alcoholic Beverage Commission (TABC), a special event beer permit is not required from the City of Franklin.
- **Police Department:**
 - Applicant will work with the Police Department to determine number of officers needed for traffic control and/or security.
 - Pursuant to Franklin Municipal Code Section 11-403(3), amplified sound will only be permitted in the areas indicated on the application.
- **Fire Department**
 - Alleyways must remain accessible for emergency vehicles throughout the event.
 - Contact Franklin Fire Department for Tent and event inspections.
- **Sanitation and Environmental Services Department:**
 - Department will provide 35 – 40 cans; one dumpster; and cardboard recycling containers.



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:

- Parade/March

- Name/purpose of event:** Franklin Rodeo Parade
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Same parade route for the last 10+ years:
 - 96W
 - Bridge St
 - 3rd
 - Main St
 - West Main
 - 11th
 - Boyd Mill
- Date or dates of event:** 05/12/2018
- Start/End Times of Event:** 11:45 - 13:00 (Parade starts at noon, with 96W closure around 11:45)
 What date/time will set-up begin? 05/12/2018 03:00:00 PM
 What date/time will tear-down be complete? 05/12/2018 03:00:00 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): 11:45 until parade ends (roughly 12:45)
- An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 500	Event Staff/Volunteers: 20	Total: 520
---------------------------	----------------------------	------------
- Name of applicant and Organization Requesting Permit:**
 Tom Smith -
a) Address: 821 Evans
 Franklin, TN 37064
b) Phone: 6155854722 **c) Cell:** **d) Fax:**
e) E-mail address: franklinrodeoparadechair@gmail.com
- DETAILED description of event** (use additional sheets):
 Franklin Noon Rotary have organized this parade for many years as a kick off to Rodeo week. It includes local bands, fire, police, sheriff, aldermen, judges, and community business and civic groups.

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:** [FNR 2018 Parade App 104018.pdf](#)
10. **Person in charge on day of event:** Tom Smith
Cell: 615-585-4722 **E-mail address:** Franklinrodeoparadechair@gmail.com
11. **Name and Cell Number of at least two others available on day of event:**
Name: Tony Urbanek **Cell:** 615-364-9425 **E-mail address:** tonyurbanek@earthlink.net
Name: Zane Martin **Cell:** 615-852-0759 **E-mail address:** zane.martin@myfirstfarmers.com
12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.
- Administrative Contact List:** [Franklin Noon Rotary Club List of Officers Jan 2015.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?** No
 IRS tax exemption letter:
16. **Will you charge an admission fee?** No
 Average admission fee:
17. **Will you charge a vendor participation fee?** No
 Average vendor participation fee?
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No
20. **Is this event a fundraiser?** No
 What organization will be the benefactor of event?
 What percentage of funds will they receive?
21. **Will parking in the area of the event need to be restricted or prohibited?** No
22. **Will any sound amplification equipment be used during the event?** Yes
23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**
- ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.**

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** none
25. **Will food, beverages, or merchandise be sold or given away?** No
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:
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** No
If yes, please list exact locations:
28. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** No
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Rodeo Parade GNL 2018.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: _____ Date: _____
(Signature and title – must be officer of organization)

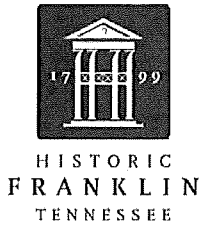
Approved by the Board of Mayor and Aldermen on _____, 20____.

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)



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: *[Signature]* RODEO PARADE CHAIR Date: FEB 28, 2018
(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)

Event Name: Franklin Rodeo Parade

Signature: _____



FORM 1

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.

Event Name: Franklin Rodeo Parade

Signature: _____



FORM 1

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: Tom Smith -

Event Name: Franklin Rodeo Parade

Event Date(s): 05/12/2018

1. **Time amplification equipment will be used:** From: 10:50:00 AM To: 12:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
WAKM (Tom Lawrence) Will announce parade entrants using one mic and one amplifier
Sound Amplification Map: [FNR - Parade App 2017.pdf](#)
3. **For what purpose will sound amplification be used?** *Please list all that apply.*
 - Announcements/Speeches
4. **Type of Amplifier:**
 - Mobile

5.

Number of Amplifiers: 1	Number of Speakers: 1	Number of Performers: 1
--------------------------------	------------------------------	--------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Tom Smith	Cell: 615-585-4722	E-Mail: Franklinrodeoparadechair@gmail.com
Name: Zane Martin	Cell: 615-852-0759	E-Mail: zane.martin@myfirstfarmers.com

Authorized Signature: Tom Smith

Date: 03/13/2018

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.

March 13, 2018

RE: Franklin Rodeo Parade

Dear Neighbor,

I am writing to let you know that Rodeo Week will once again kick off with the annual Franklin Rodeo Parade on Saturday, May 12, 2018.

As usual the event will run from high noon for roughly 45 minutes and will be a big crowd draw to downtown Franklin. That having been said, we do apologize in advance for the street closures which will occur downtown to accommodate the parade (from 11:45 – 12:45).

If you would like to contact someone in the City Administration's office regarding the event, you may contact the Public Outreach Specialist by e-mail at CityofFranklin@FranklinTN.gov, by phone at 615-550-6606, or by mail at 109 Third Avenue South, Franklin, TN 37064.

If you or need to contact the event organizer or would like to get involved, please feel free to contact me (details below).

Thank you as always for your continued support.

Regards,

Tom Smith

*Franklin Rodeo Parade Chair
franklinrodeoparadechair@gmail.com*

Franklin Noon Rotary Club List of Officers

James R Parker, President

1210 Echo Lane, Franklin

James.parker@mssb.com

615-764-4470

Patrick Baggett, Vice President

619 Finnhorse Ln, Franklin

pbaggatt@fullserviceins.com

615-955-0411

Zane Martin, Treasurer

1536 Brentwood Pt, Franklin

rmartin@ftb.com

615 852 0759

Tom Smith, Parade Chair

634 Band Drive, Franklin

franklinrodeoparadechair@gmail.com

615-585-4722

Rodeo Parade



FRANKLIN DISCLAIMER

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HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
(RENEWAL)**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant Berry Farm Wine & Spirits, Inc. (Satish Patel, Managing Agent), who has made application for a retailer's license to handle alcoholic beverages at 4000 Hughes Crossing, Building A, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

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

This the 10th Day of April, 2018

Dr. Ken Moore
Mayor

C. Tucker Herndon
615.724.3252 Direct Dial
615.724.3352 Direct Fax
therndon@burr.com

222 Second Avenue South
Suite 2000
Nashville, TN 37201

Office (615) 724-3200
Fax (615) 724-3290
Toll-free (866) 489-8542

March 20, 2018

BURR.COM

Ms. Lanaii Y. Benne
Assistant City Recorder
City of Franklin
109 Third Avenue South, Suite 103
Franklin, Tennessee 37064

RE: SAM'S EAST, INC. (STORE # 6249)

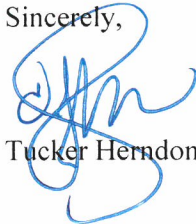
Dear Ms. Benne:

Enclosed please find the Certificate of Compliance application filed on behalf of Sam's East, Inc. submitted in connection with the renewal of the retail wine in grocery store license for the Franklin, Tennessee location. In support of the Certificate of Compliance application, enclosed please find the following:

- Background check on William Brandon Bell, General Manager;
- TBI and National Background Checks on the principal officers (John Robert Furner, Cynthia P. Moehring, Steven Zielske and Andrea Lazenby); and
- List of principal officers and directors.

Upon issuance of the original Certificate of Compliance please forward the **original executed Certificate to my attention at 222 Second Avenue South, Suite 2000, Nashville, TN 37201**. Please let me know if you have any questions, and thanks so much in advance for your assistance on this application.

Sincerely,



Tucker Herndon

CTH/kh
Enclosures



HISTORIC
FRANKLIN
TENNESSEE

**CERTIFICATE OF COMPLIANCE
RENEWAL**

RETAIL FOOD STORE WINE

(Sam's Club East) – (3070 Mallory Lane, Franklin, TN 37067)

The City of Franklin hereby certifies the following facts concerning application in the name of William Brandon Bell (Managing Agent) with Sam's East, Inc. d/b/a Sam's Club #6249, and Executive Officers John Robert Furner, Cynthia Moehring, Steven Zielske, and Andrea Lazenby, who have made application to renew the Certificate of Compliance to sell retail food store wine at 3070 Mallory Lane, Franklin, TN, 37067 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 10th day of April, 2018

Dr. Ken Moore, Mayor
City of Franklin

Attest:
Eric S. Stuckey, City Administrator/City Recorder



HISTORIC
FRANKLIN
TENNESSEE

**CERTIFICATE OF COMPLIANCE
RENEWAL**

RETAIL FOOD STORE WINE

(Wal-Mart Stores East, LP d/b/a Walmart #272) – (3600 Mallory Lane, Franklin, TN 37067)

The City of Franklin hereby certifies the following facts concerning application in the name of Jason Harnden (Managing Agent) with Wal-Mart Stores East, LP d/b/a Walmart #272, and Executive Officers Michael Moore, Cynthia Moehring, Matthew William Allen, and Andrea Lazenby, who have made application for a Certificate of Compliance to sell retail food store wine at 3600 Mallory Lane, Franklin, TN, 37067 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;

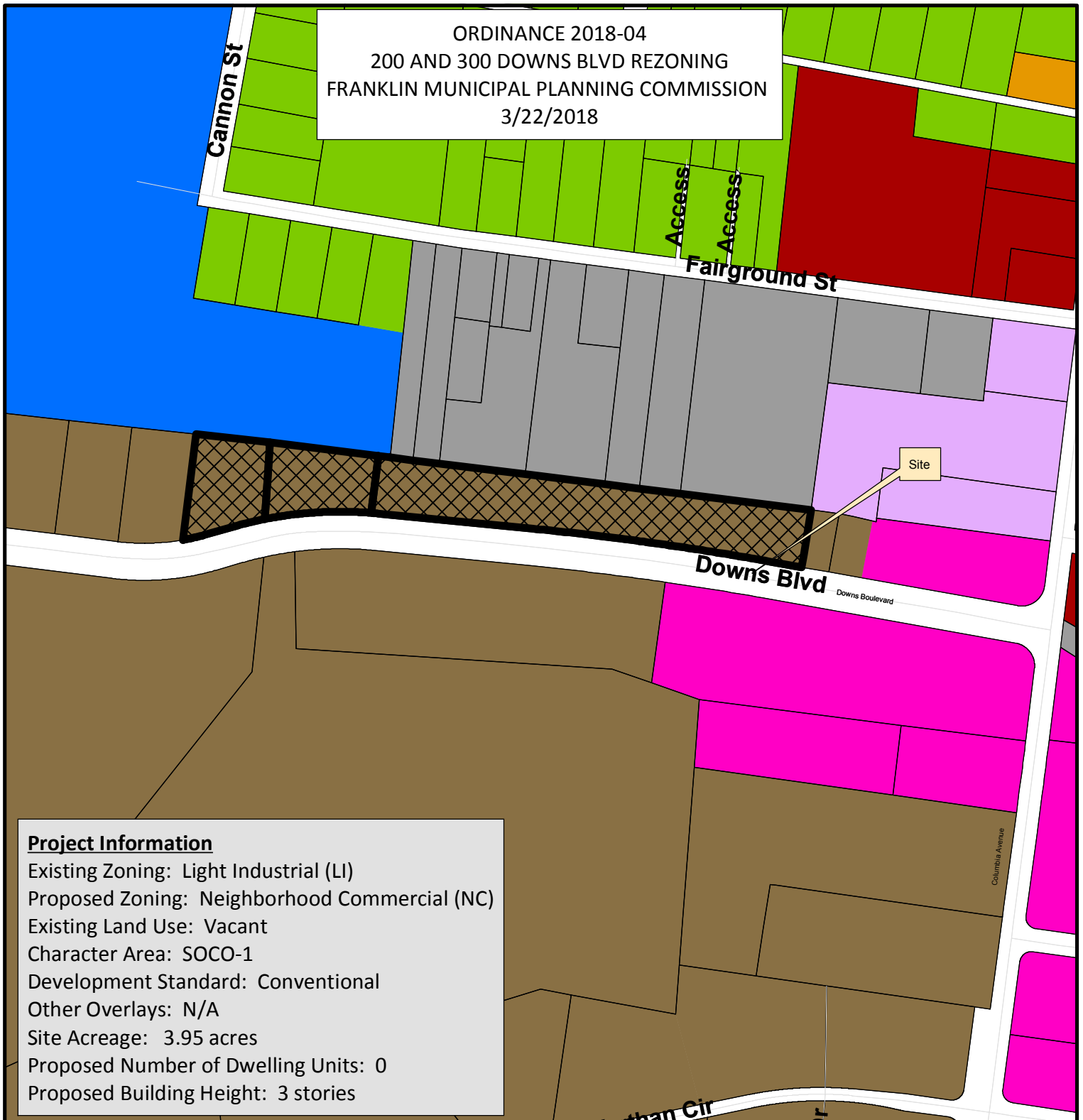
2. The applicant or applicants have secured a location which lies within the city limits of the City of Franklin which complies with all applicable zoning laws adopted therein by the City.

This the 10th day of April, 2018

Dr. Ken Moore, Mayor
City of Franklin

Attest:
Eric S. Stuckey, City Administrator/City Recorder

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 |



0 175 350 700
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

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 BOULEVARD)."

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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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:

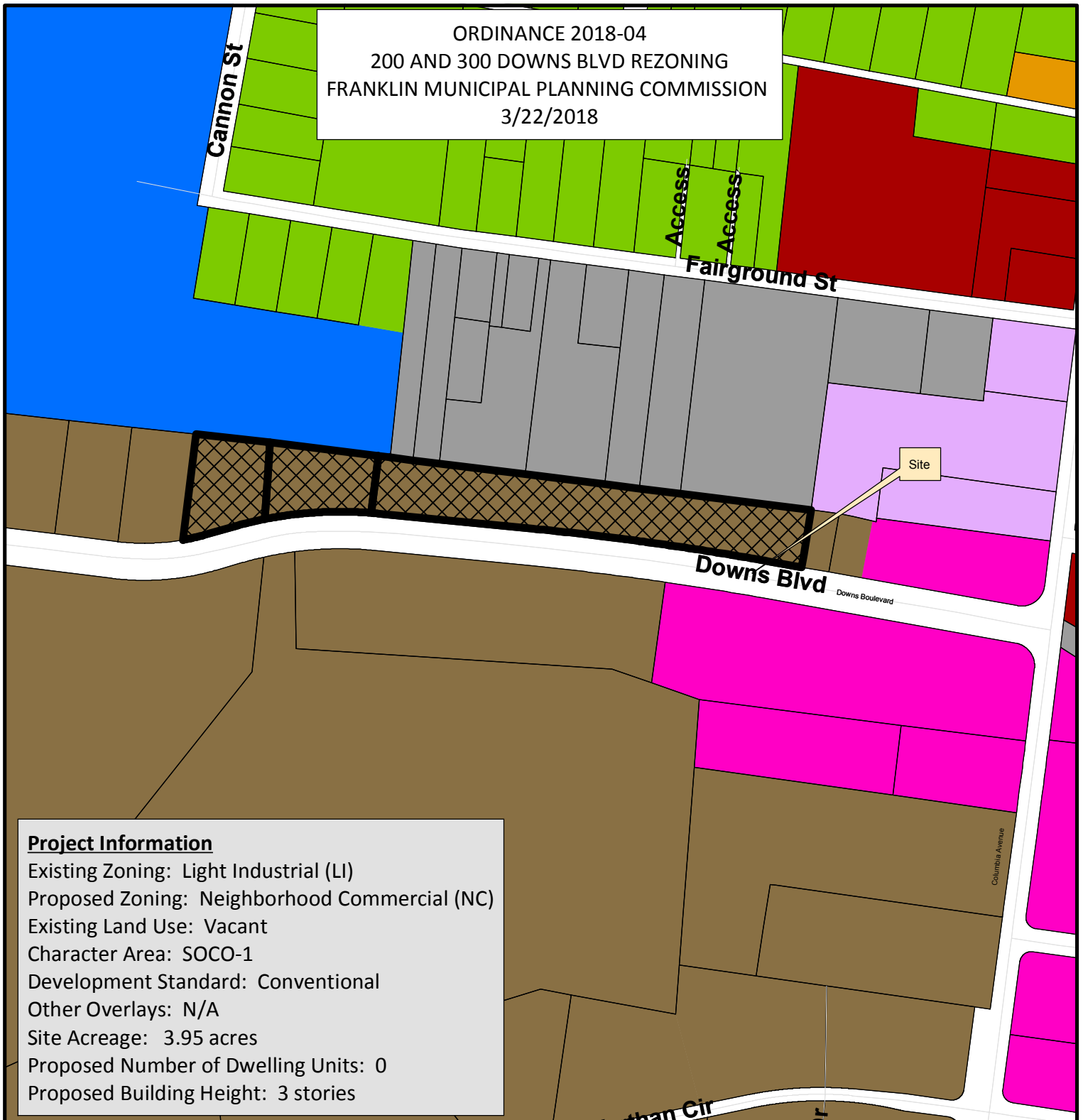
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

ORDINANCE 2018-04
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 |
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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,

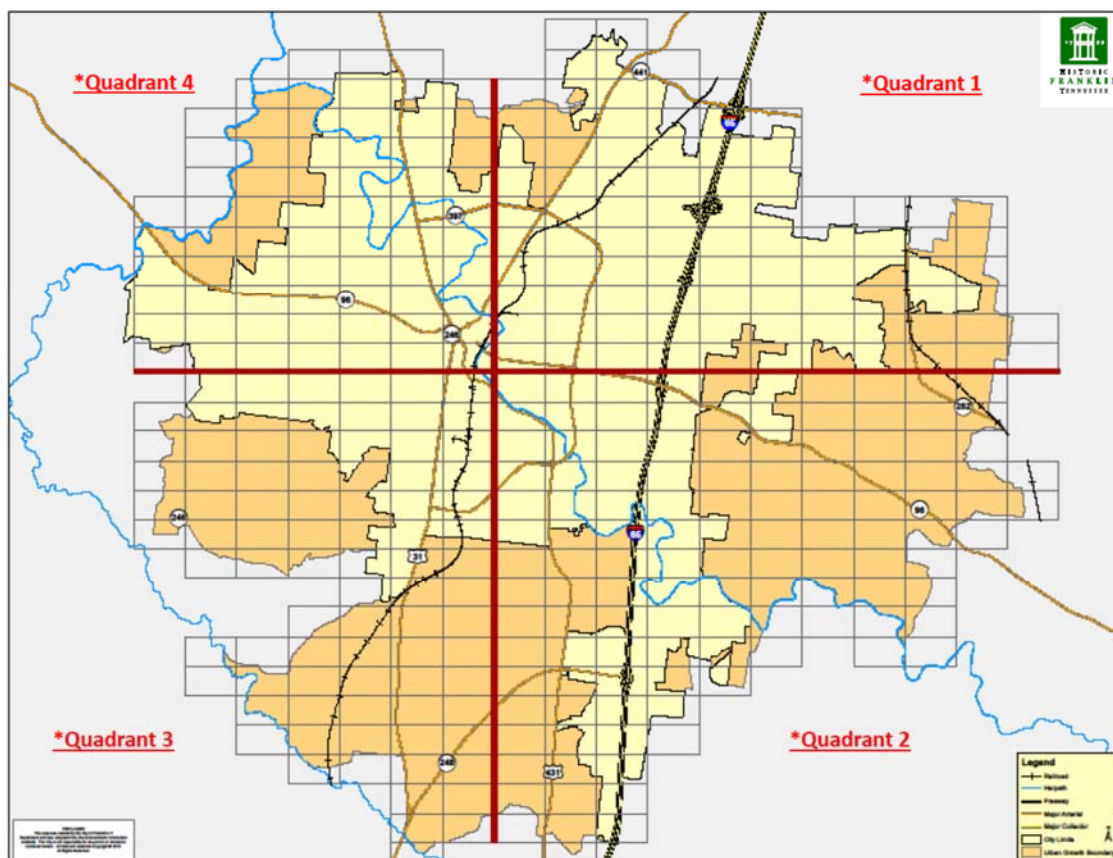
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass 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

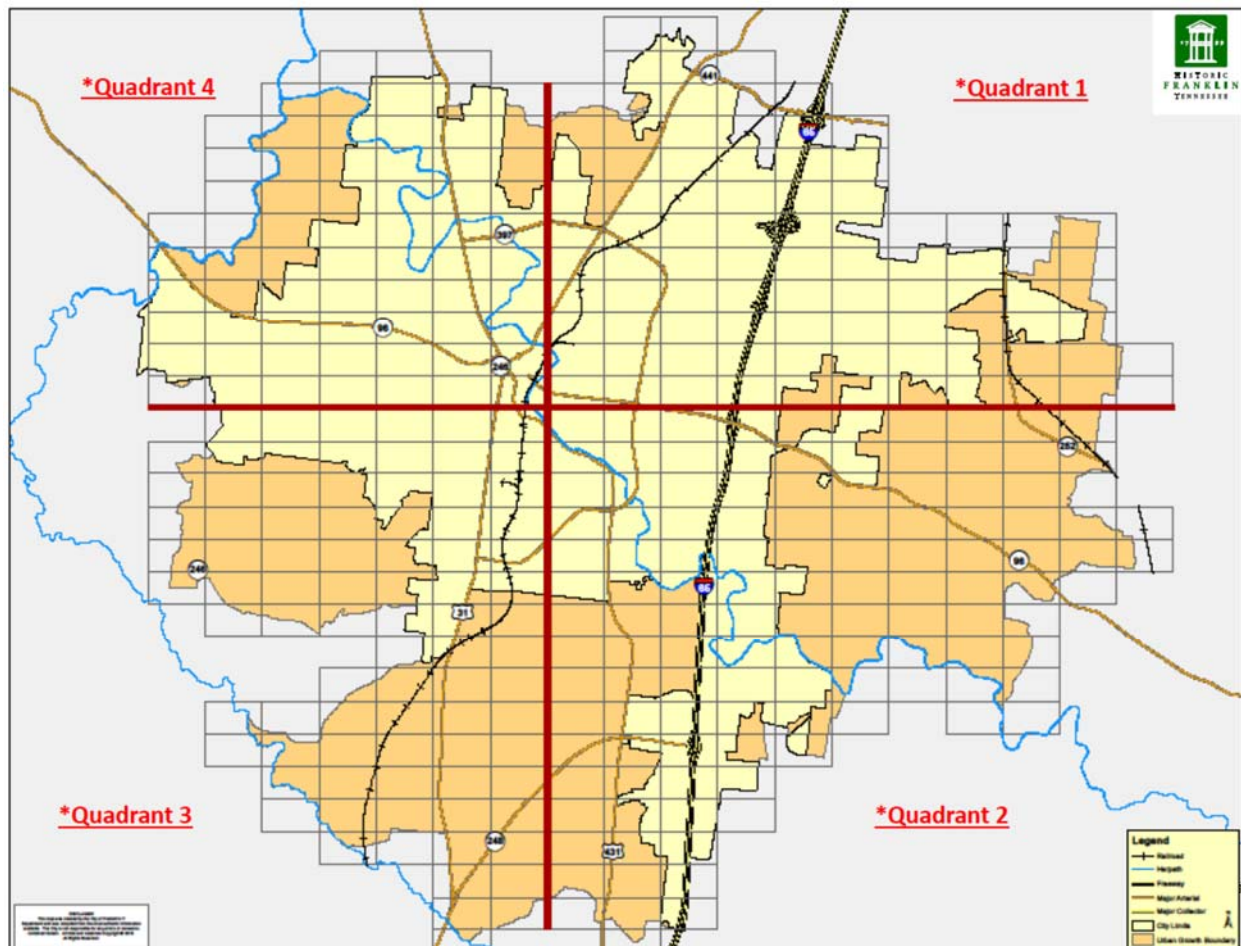
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

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

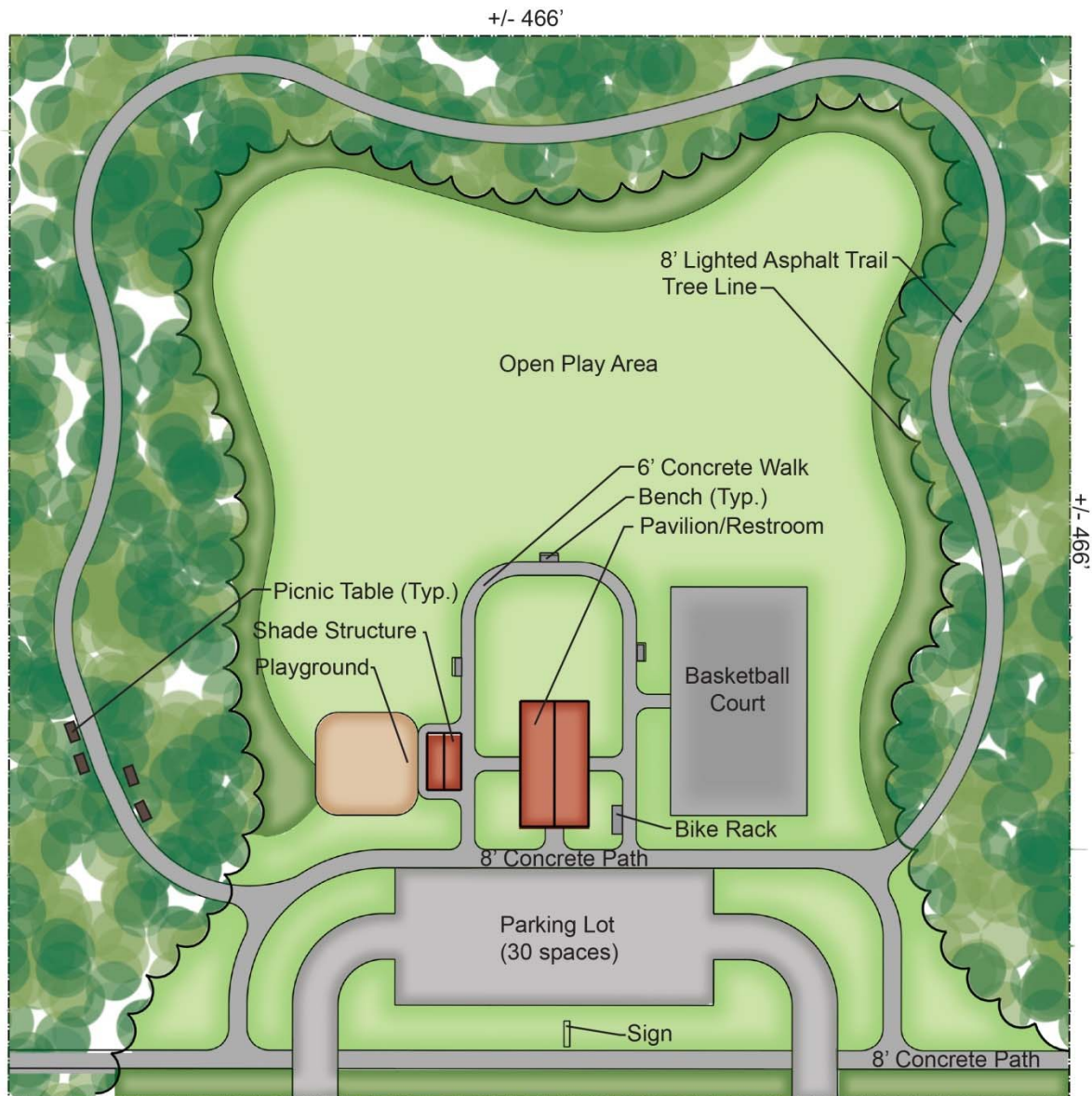
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

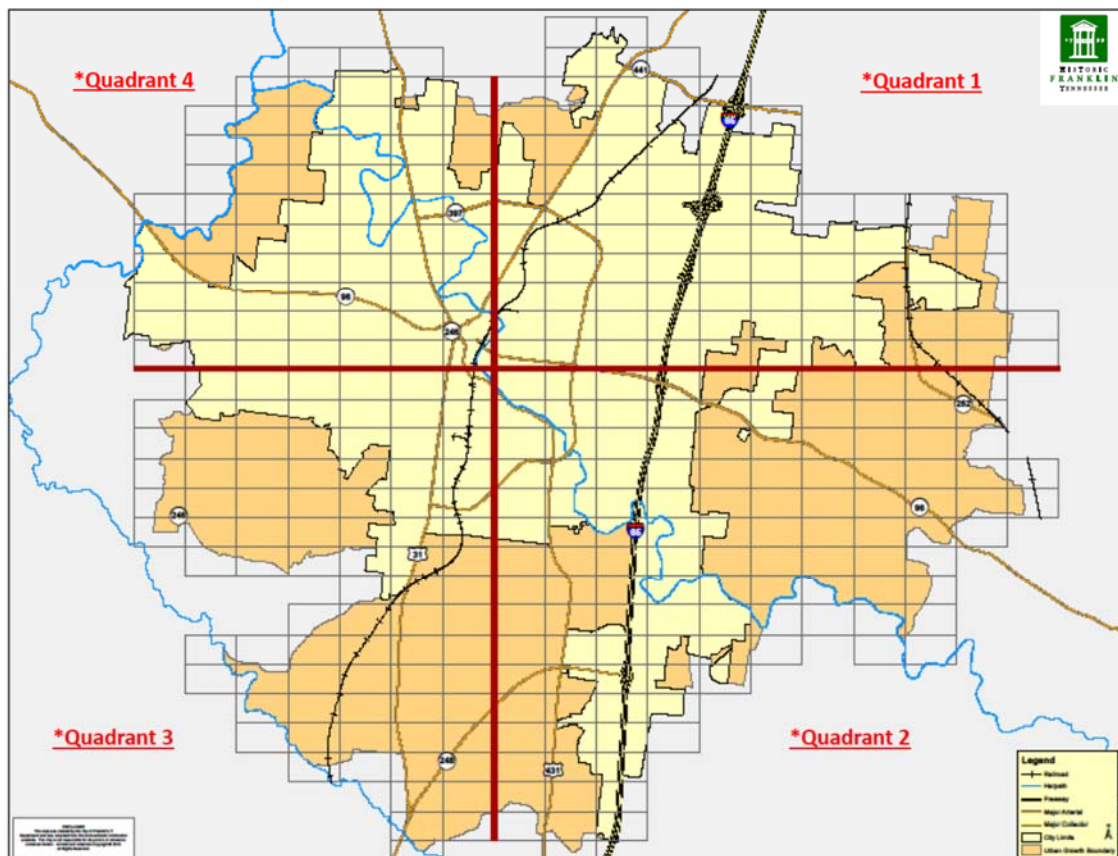
- (11) *HOA* means Homeowner Association which is an incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.
- (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

**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
<u>Plus, Private Pools (~47 Acres)</u>	<u>47.00</u>

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

Service Level (Population/Acres of Parks)

70,908*/425.66 = 166.58 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 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)

\$ 62,121 / 69.41 DUs = \$ 895 per Dwelling Unit
\$ 45,757 / 69.41 DUs = \$ 659 per Dwelling Unit

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 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

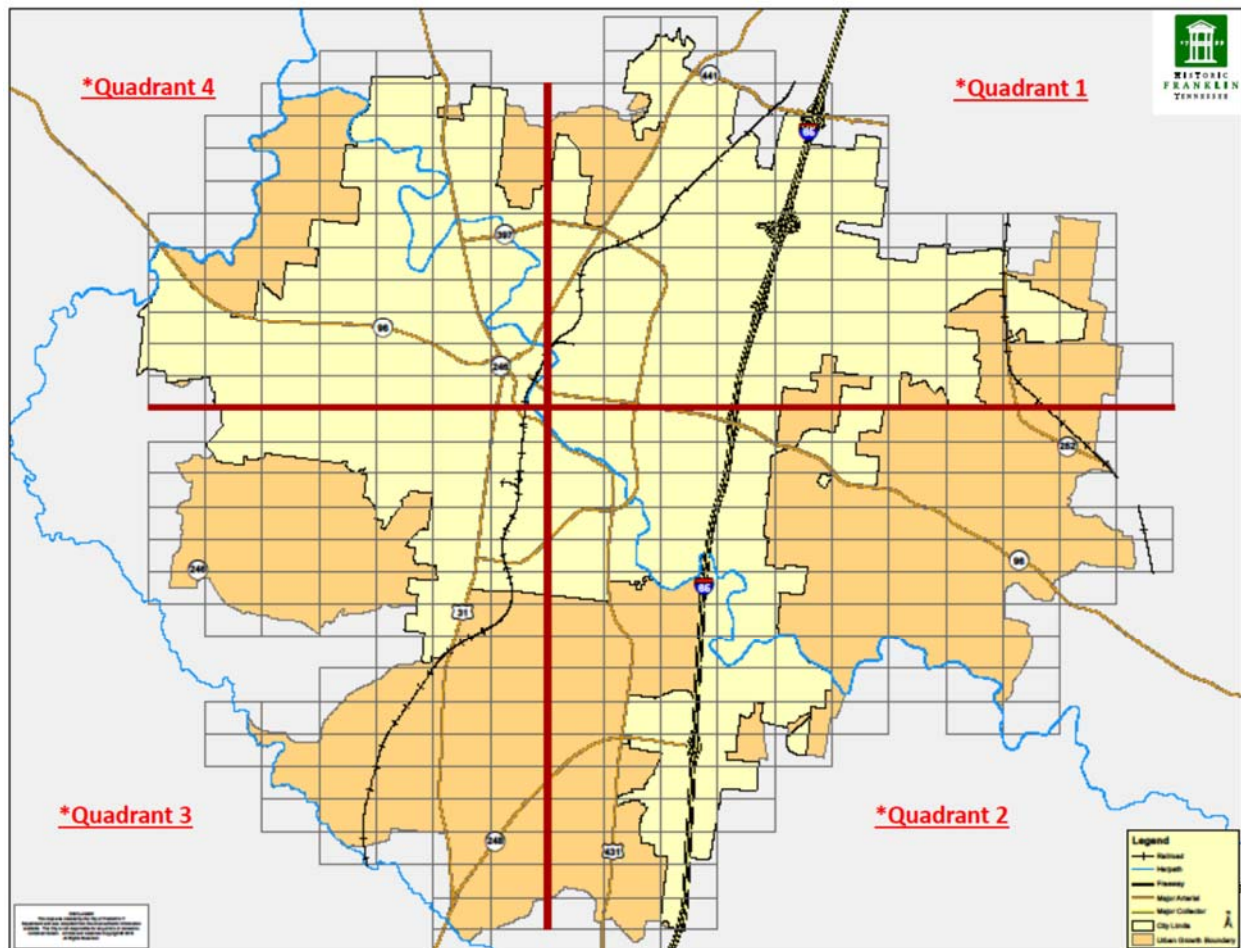
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

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

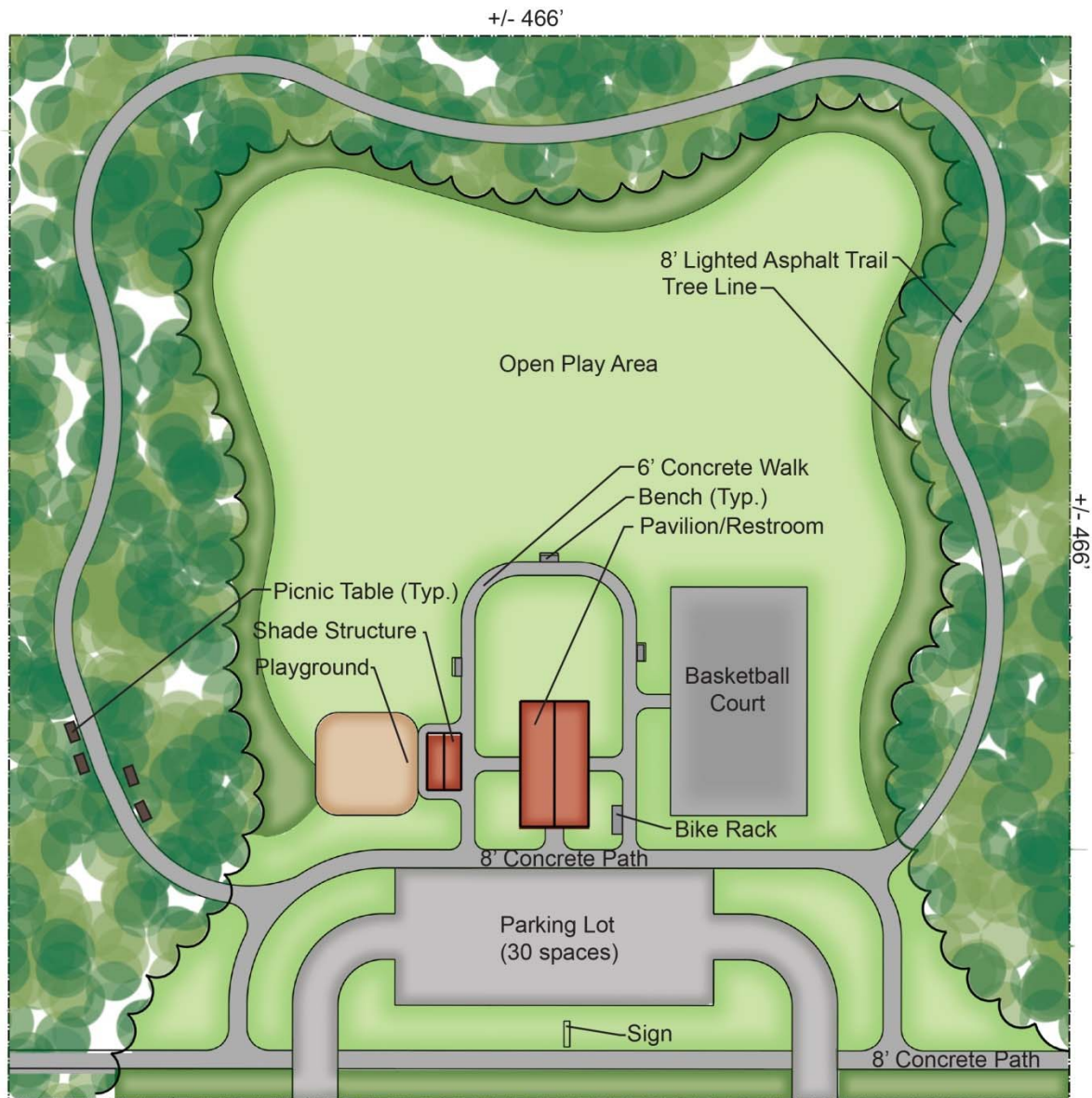
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

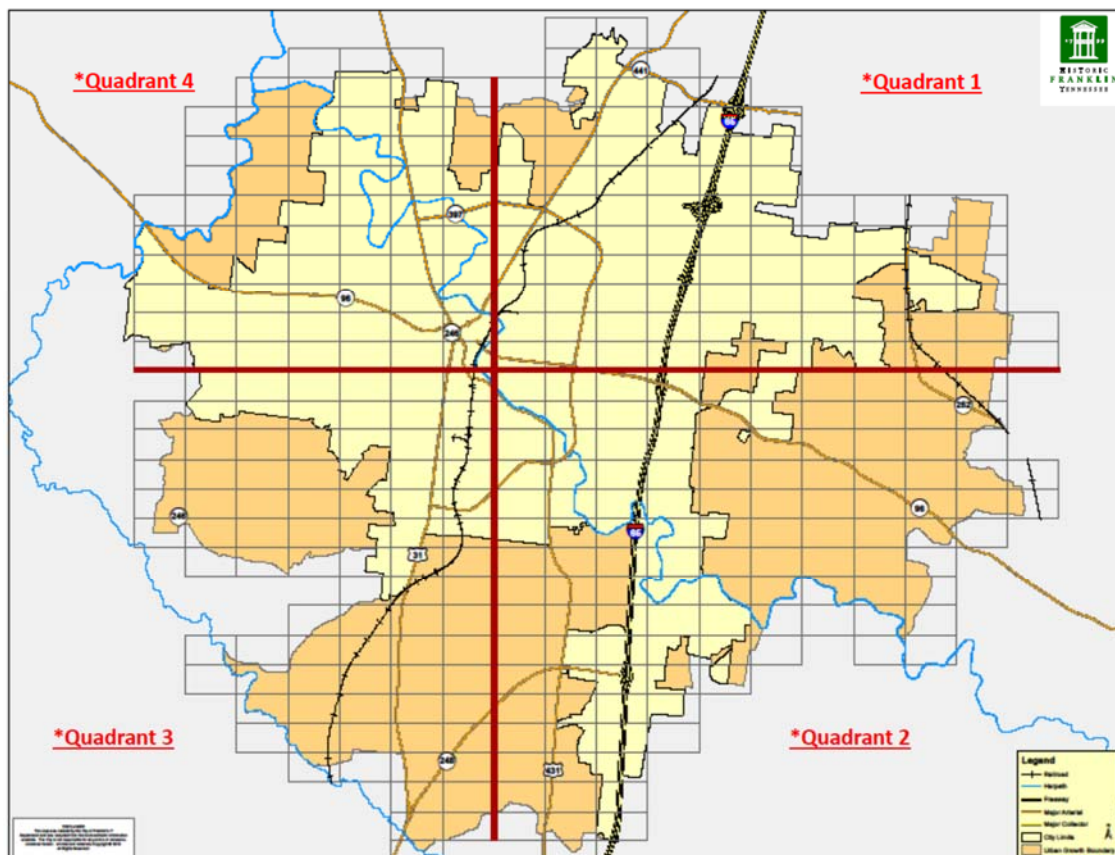
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass 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

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

\$ 62,121 / 69.41 DUs = \$ 895 per Dwelling Unit
\$ 45,757 / 69.41 DUs = \$ 659 per Dwelling Unit

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

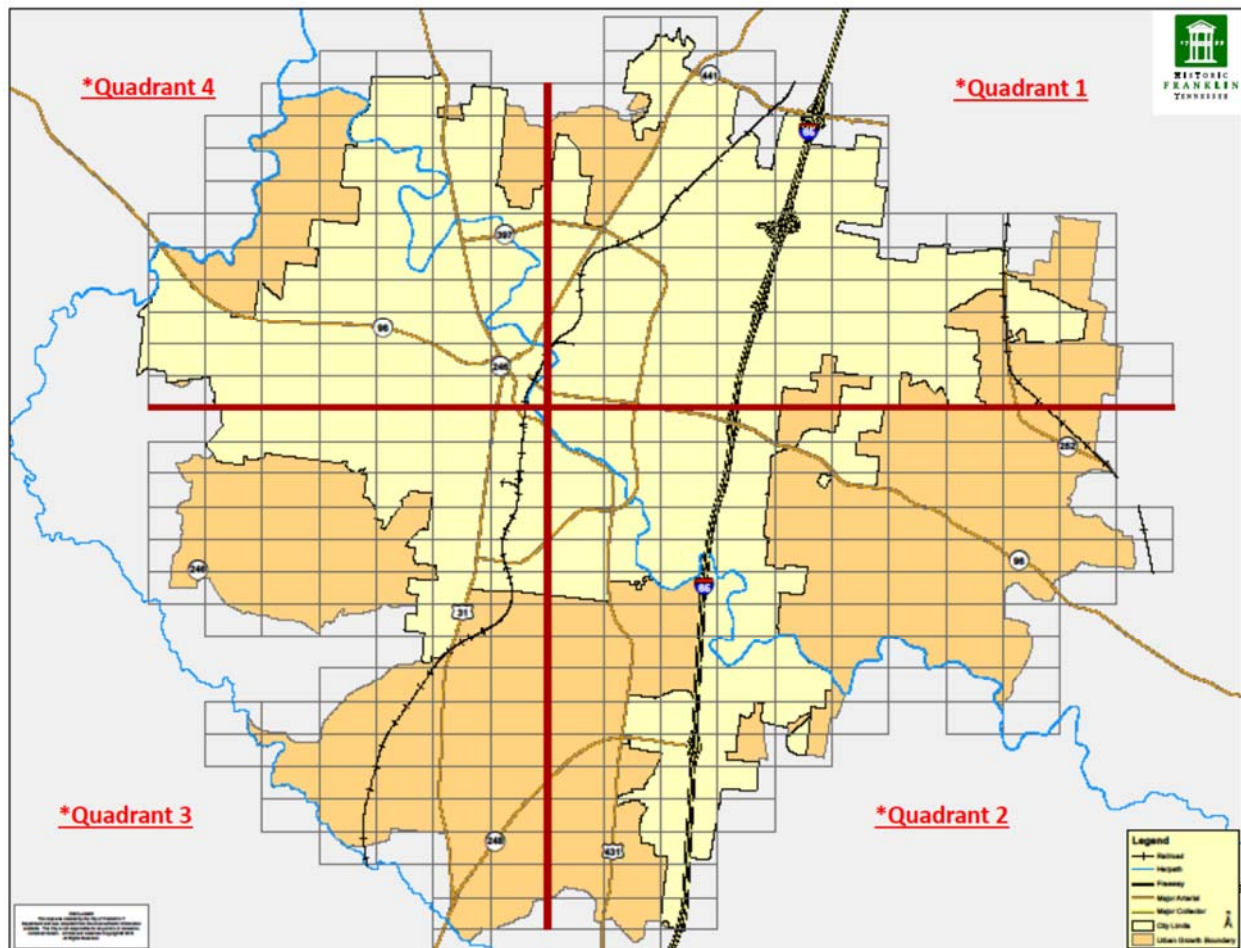
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

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

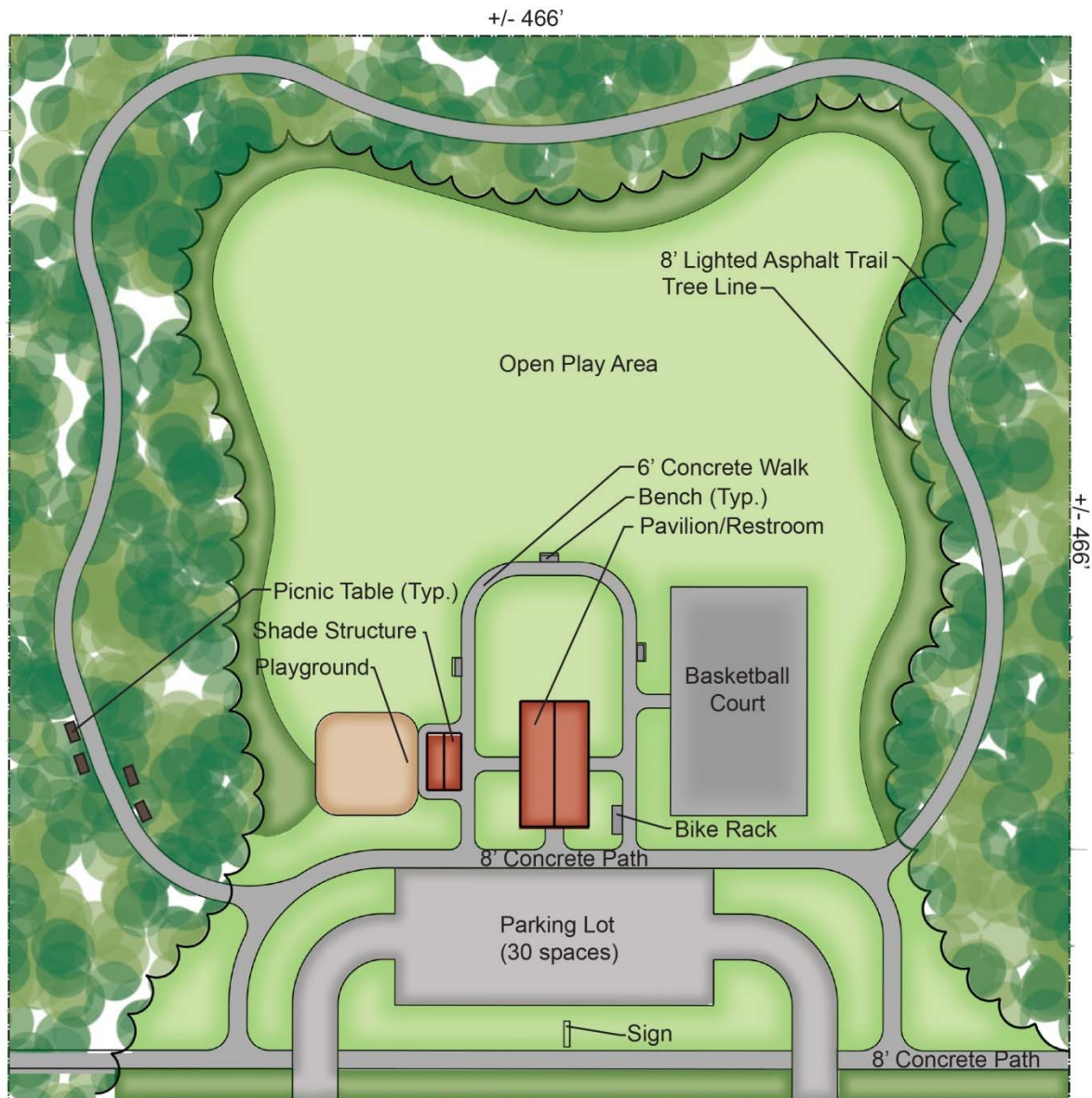
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

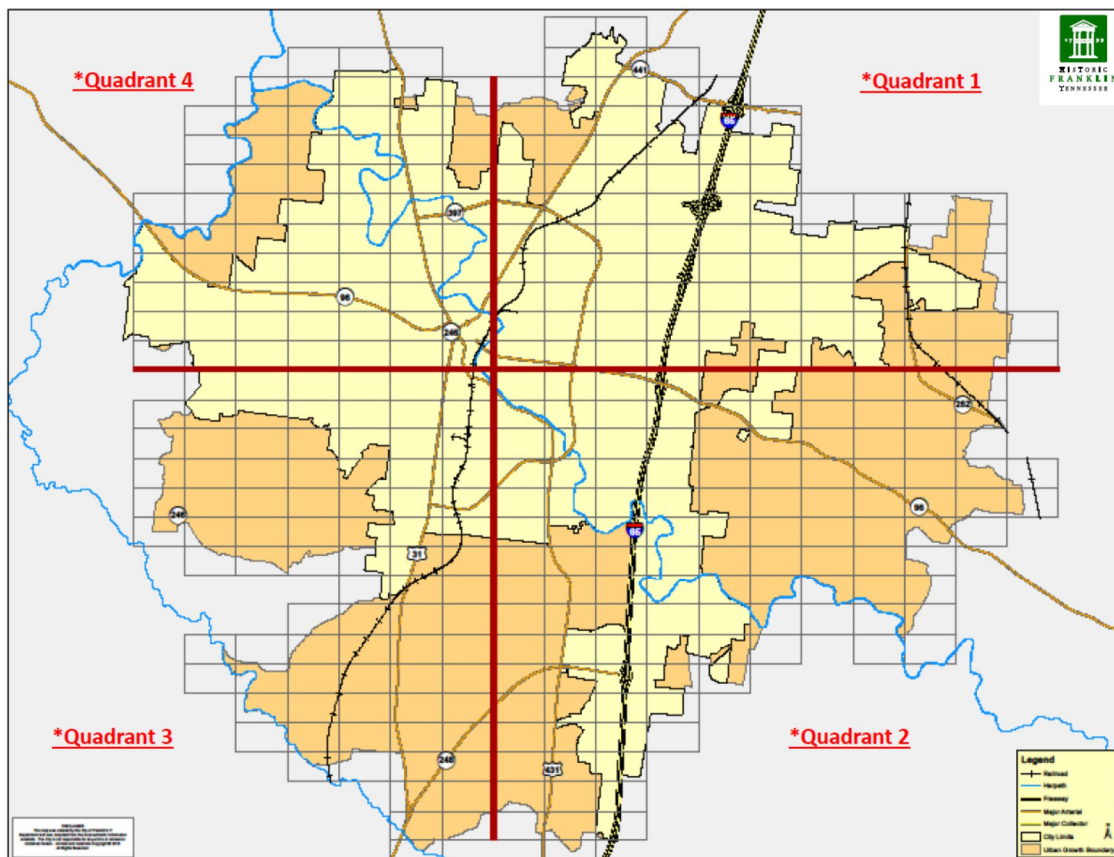
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass 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
<u>Plus, Private Pools (~47 Acres)</u>	<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 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 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
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Cost for Park Land per DU (Cost/DUs)

\$ 62,121 / 69.41 DUs = \$ 895 per Dwelling Unit
\$ 45,757 / 69.41 DUs = \$ 659 per Dwelling Unit

PARKLAND DEDICATION IN LIEU OF PARKLAND IMPACT FEE

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

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

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

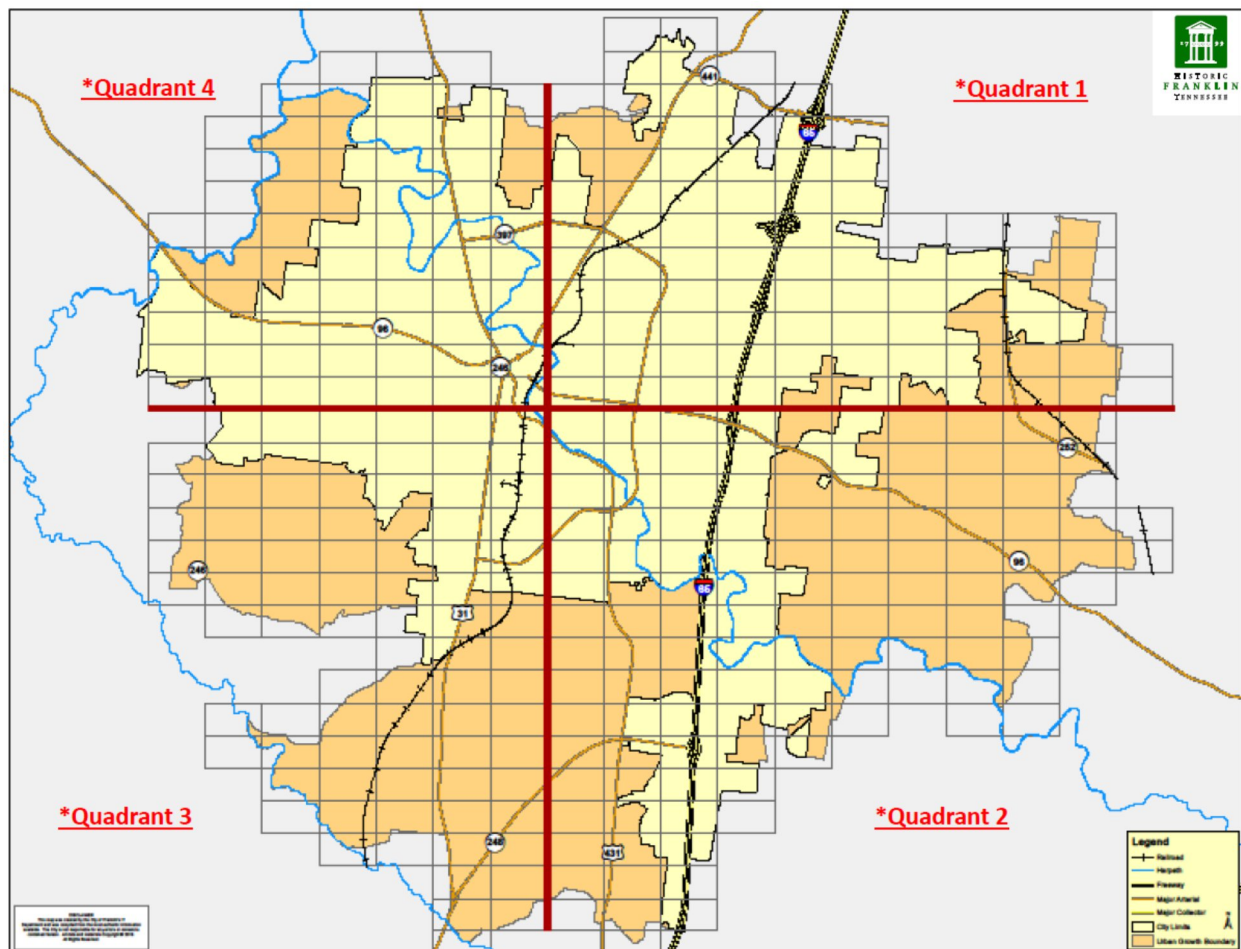
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

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

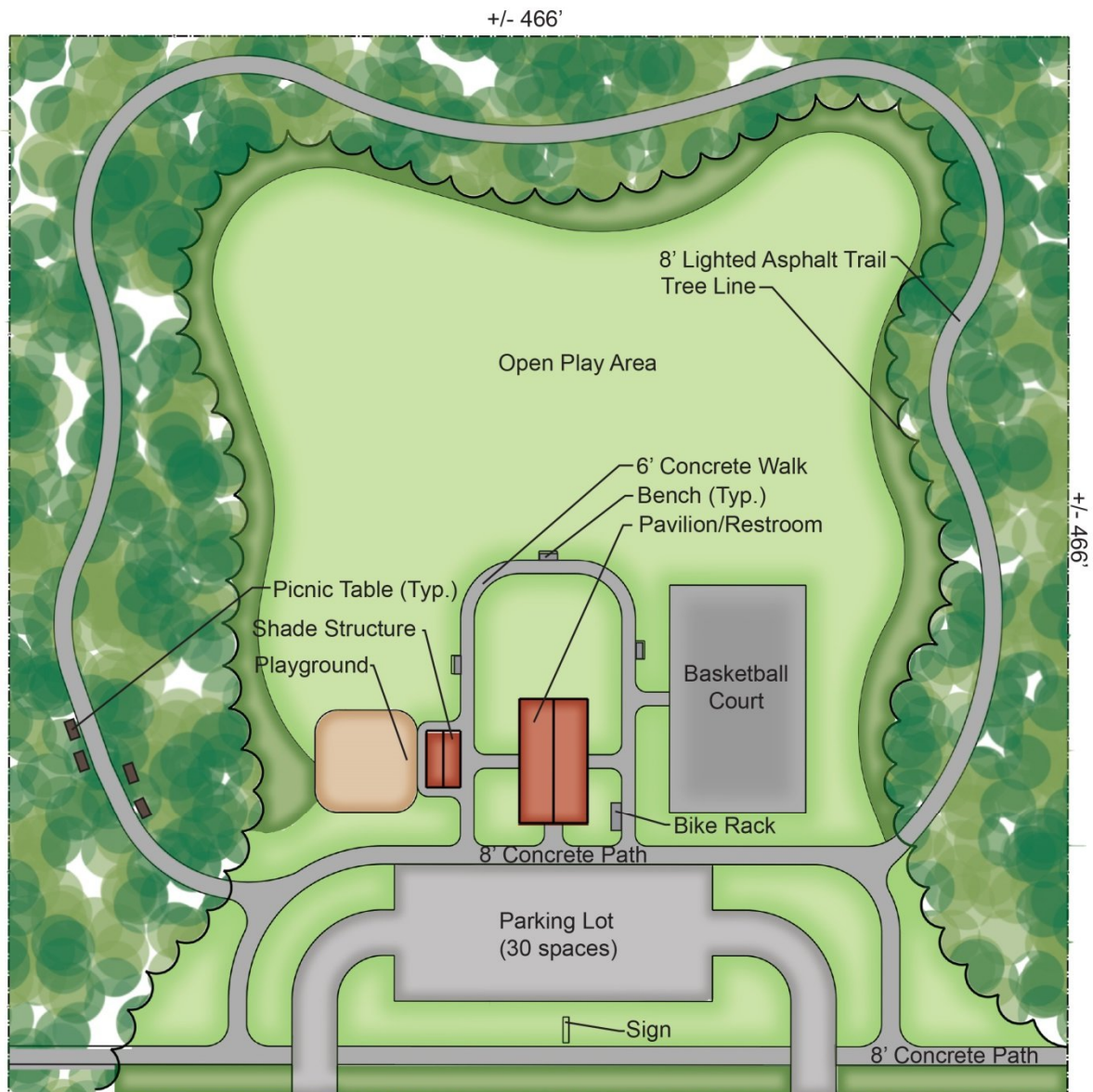
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

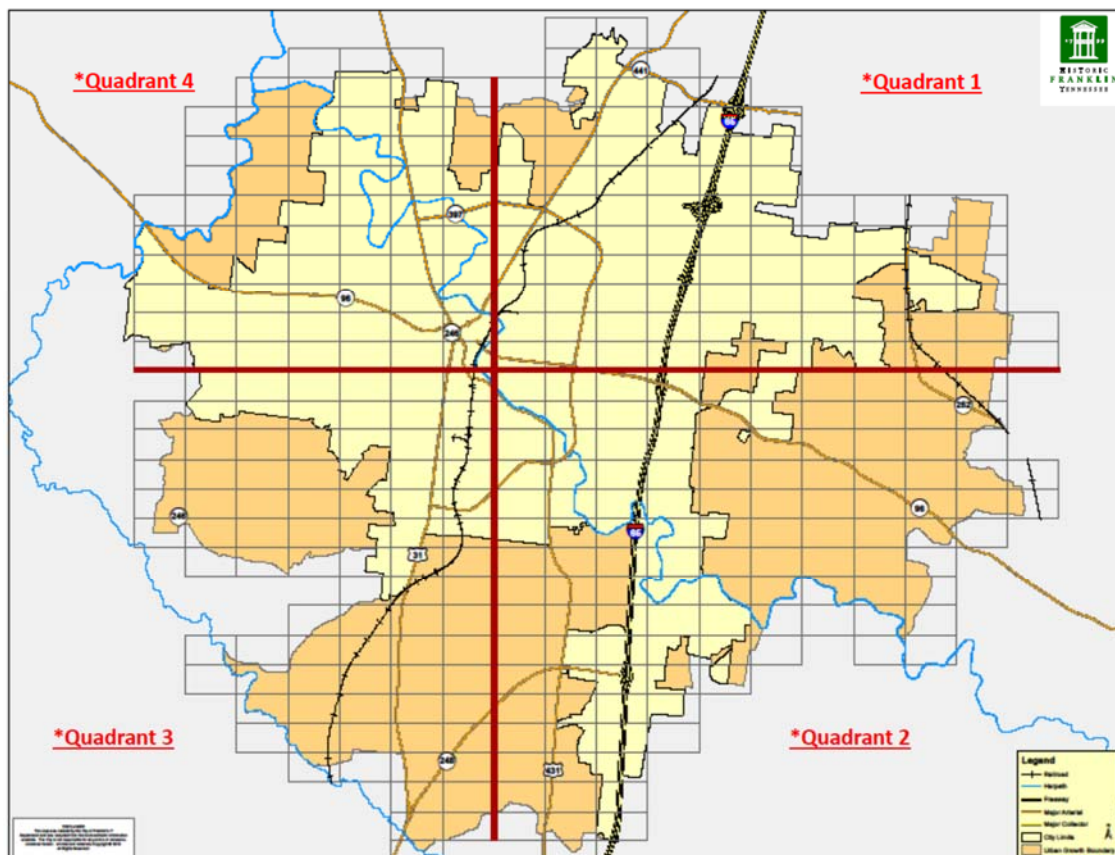
and congestion. They should be geared for those living within the service area. A Neighborhood Park accommodates a variety of ages, including children, adults, and seniors. Neighborhood Parks are usually not smaller than five (5) acres in size and are developed centrally within the neighborhood to encompass 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 _____

**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
<u>Plus, Private Pools (~47 Acres)</u>	<u>47.00</u>

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

Service Level (Population/Acres of Parks)

70,908*/425.66 = 166.58 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 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)

\$ 62,121 / 69.41 DUs = \$ 895 per Dwelling Unit
\$ 45,757 / 69.41 DUs = \$ 659 per Dwelling Unit

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 per Dwelling Unit

TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT

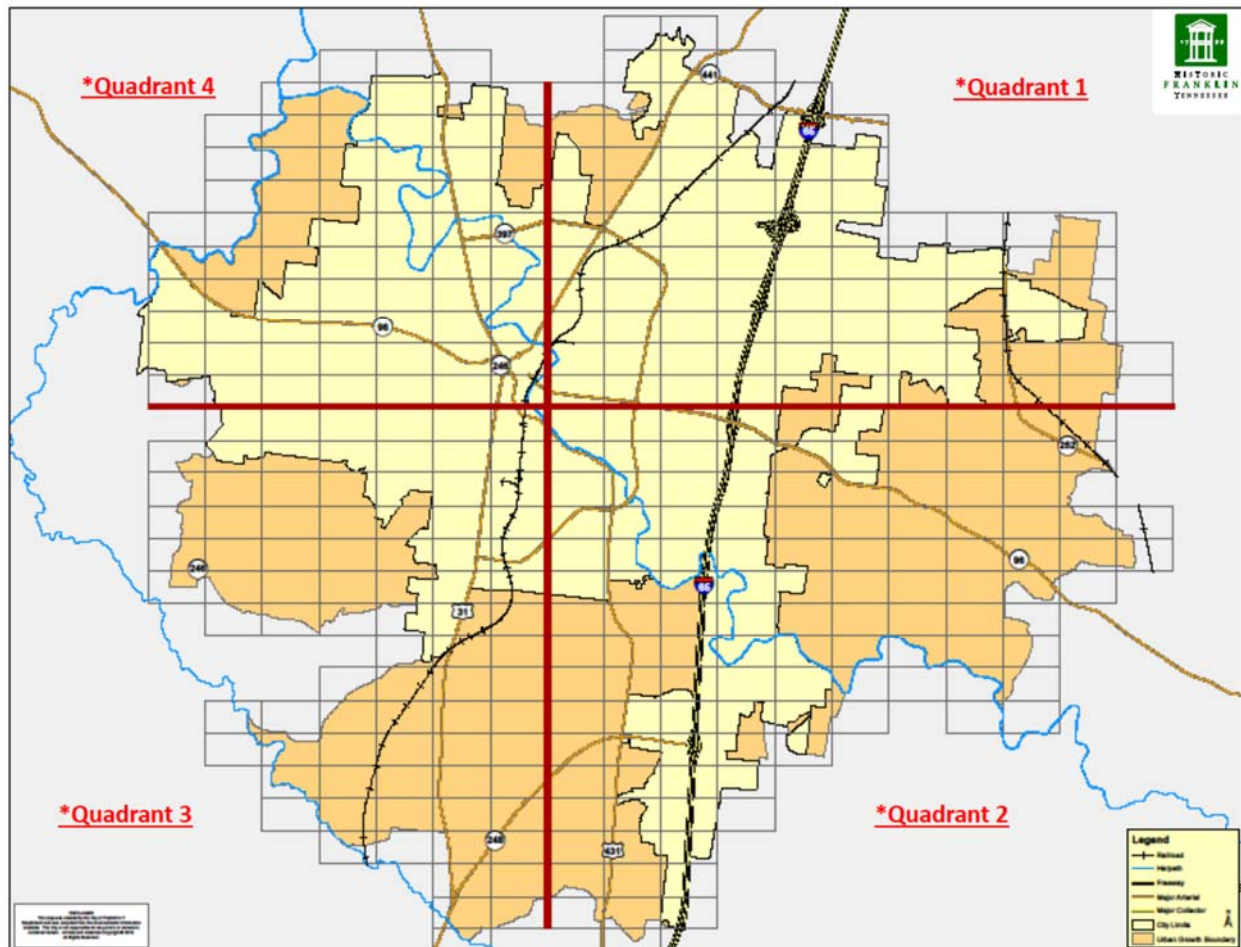
TOTAL PARKLAND IMPACT FEE OBLIGATION PER DWELLING UNIT \$ 4,304*

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

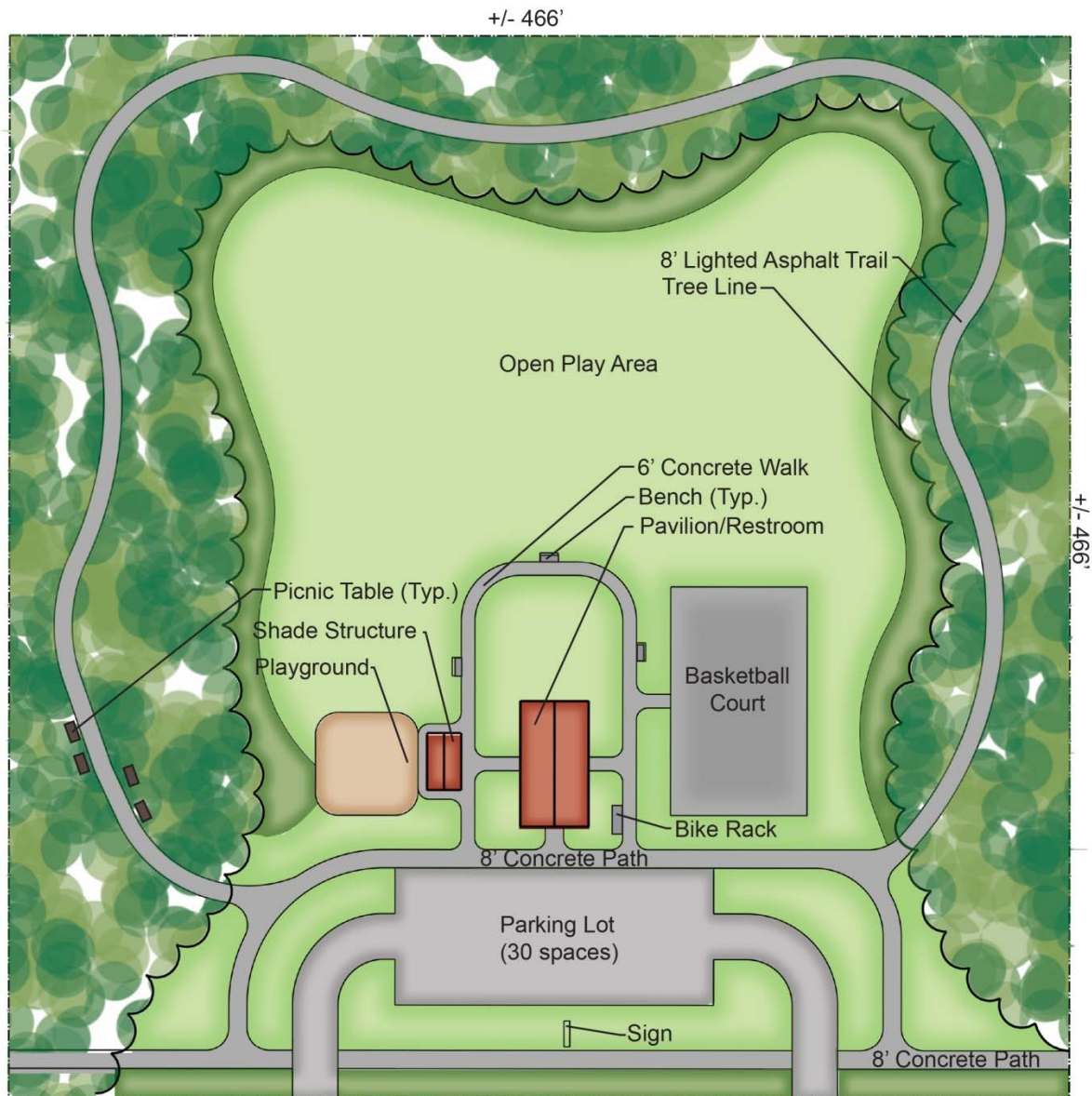
This appendix contains the basis for the park development costs used in the calculations in Appendix 1. The park development costs are based on a typical five (5) acre Neighborhood Park with basic amenities such as parking, a shelter, restroom, playground, a basketball court, lighting, open play space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

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

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.

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

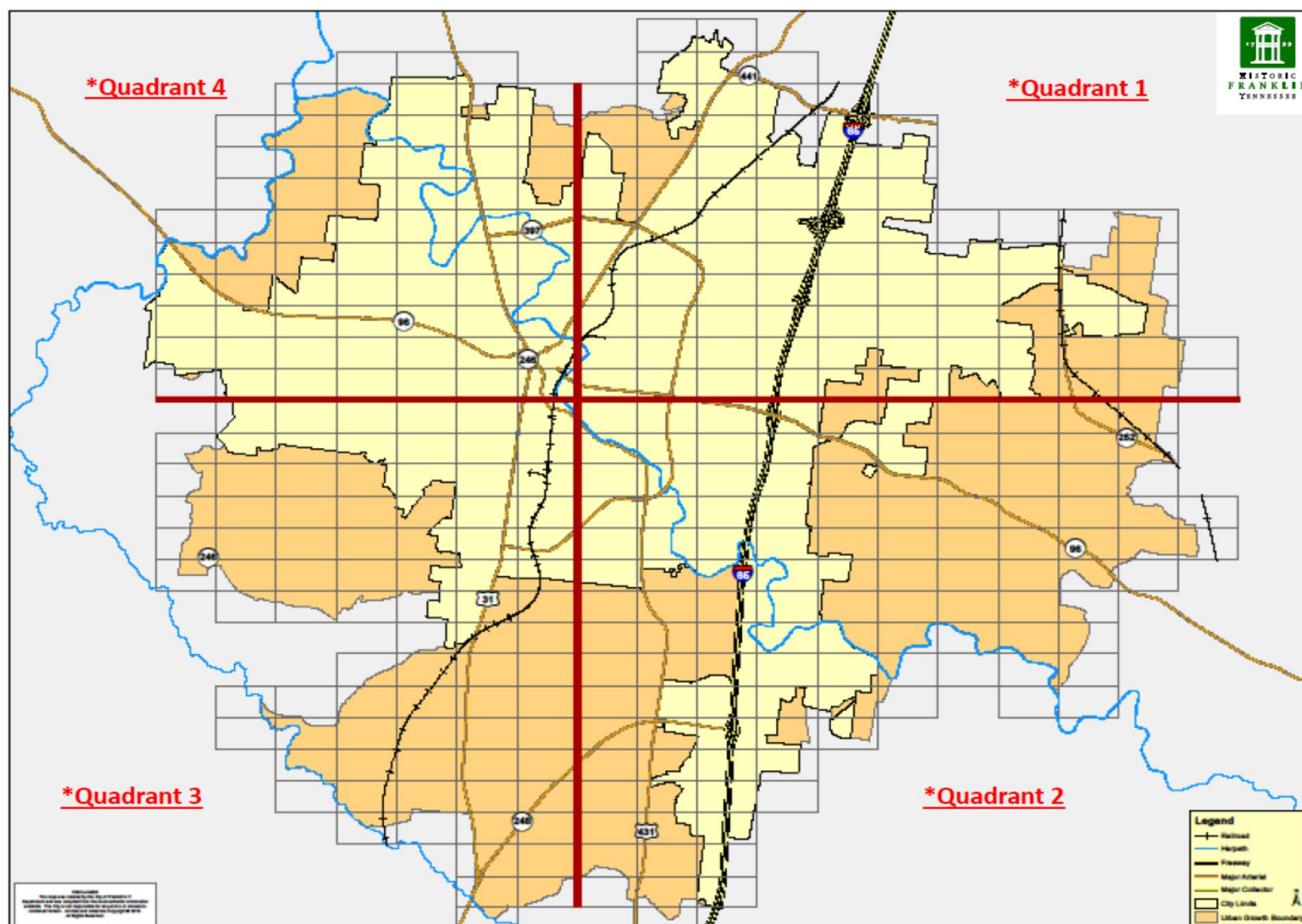
	<u>Land Outside of Floodplain</u>
Parkland Dedication Portion	\$ 895 per Dwelling Unit
Park Development Portion	<u>\$ 3,409 per Dwelling Unit</u>
TOTAL PER DWELLING UNIT	\$ 4,304 per Dwelling Unit

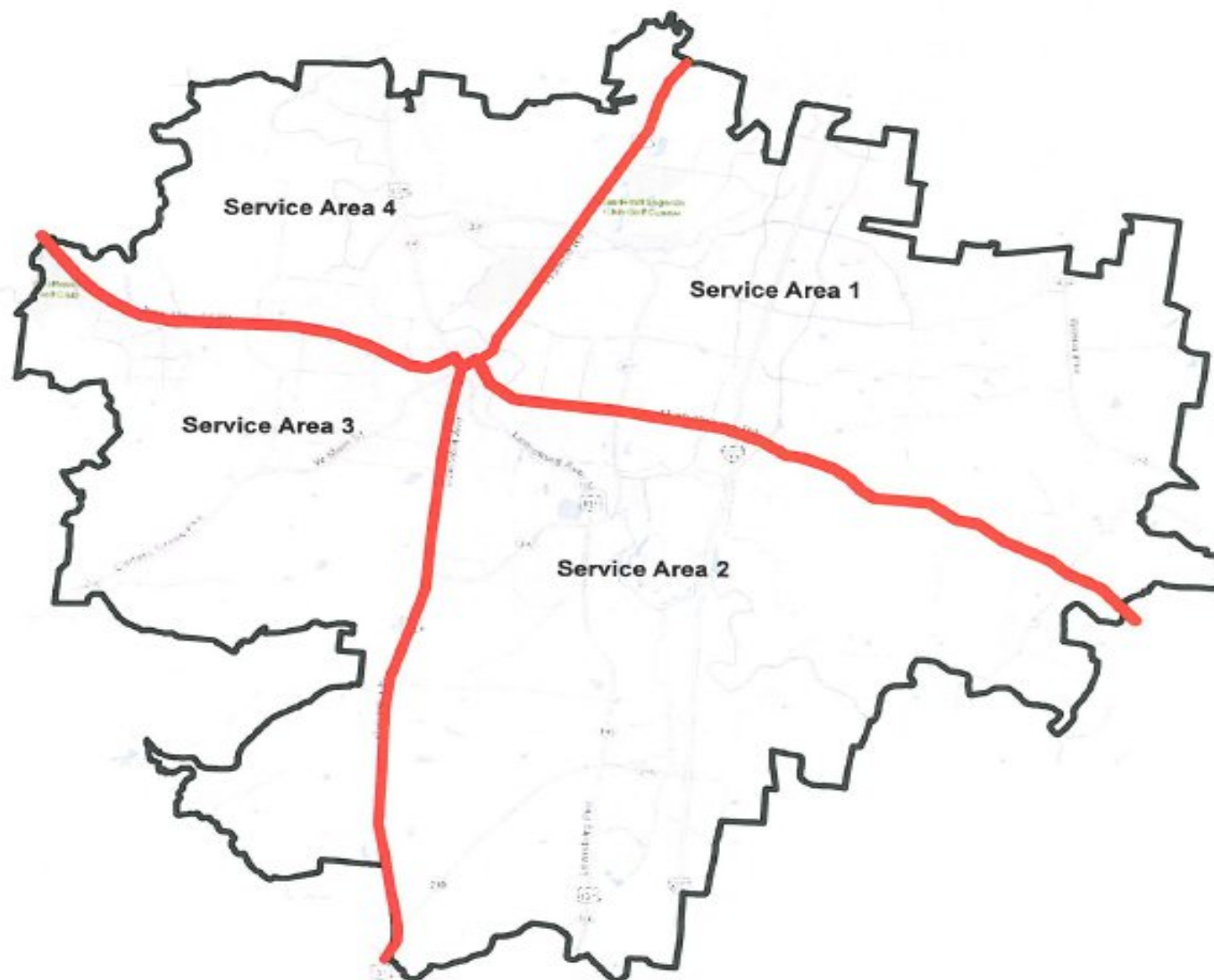
EXAMPLE PARKLAND IMPACT FEE CALCULATION

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
SANDERS &
BARNETT, 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				\$229,000.00
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

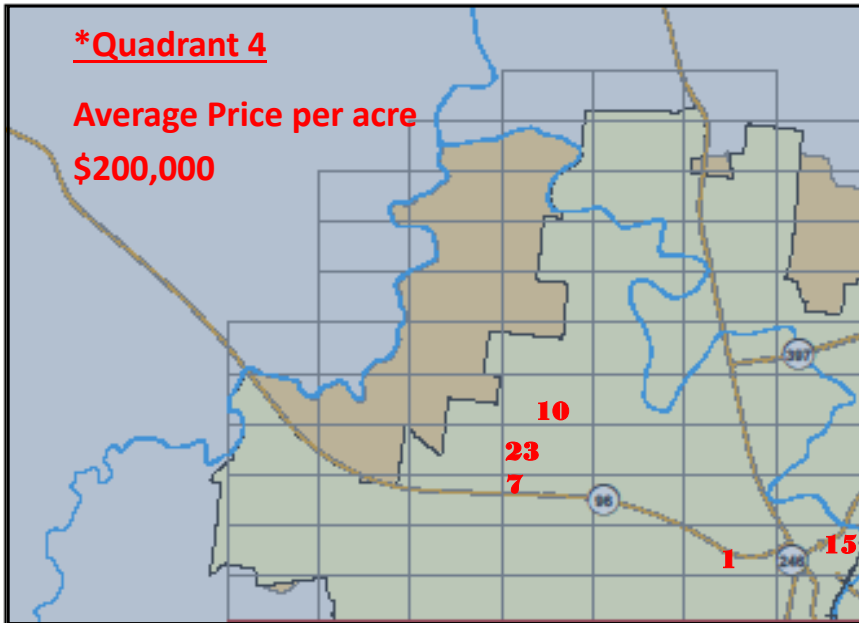
Legend

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



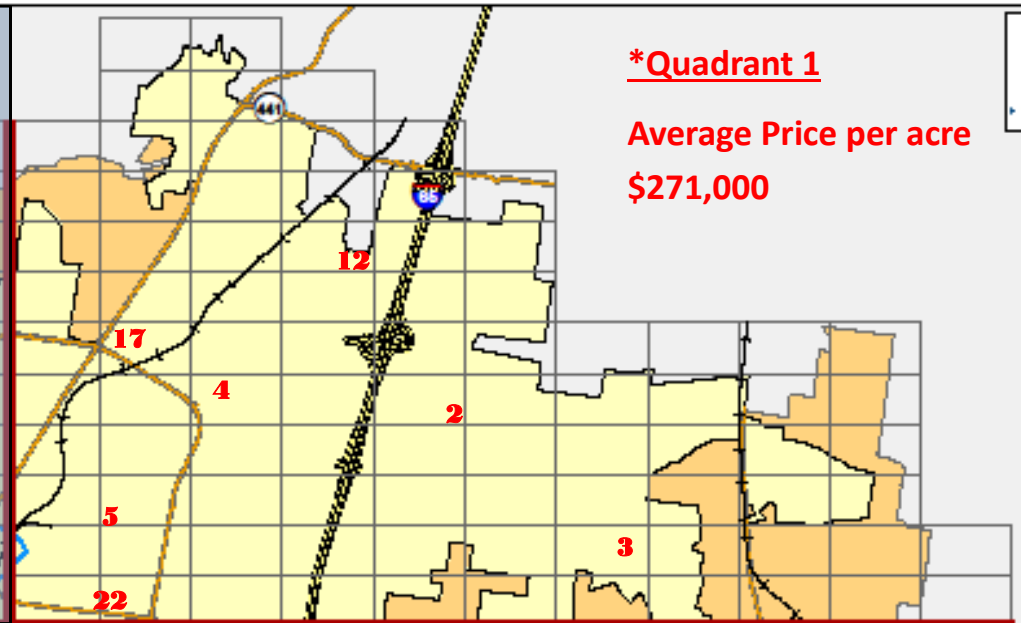
***Quadrant 4**

Average Price per acre
\$200,000



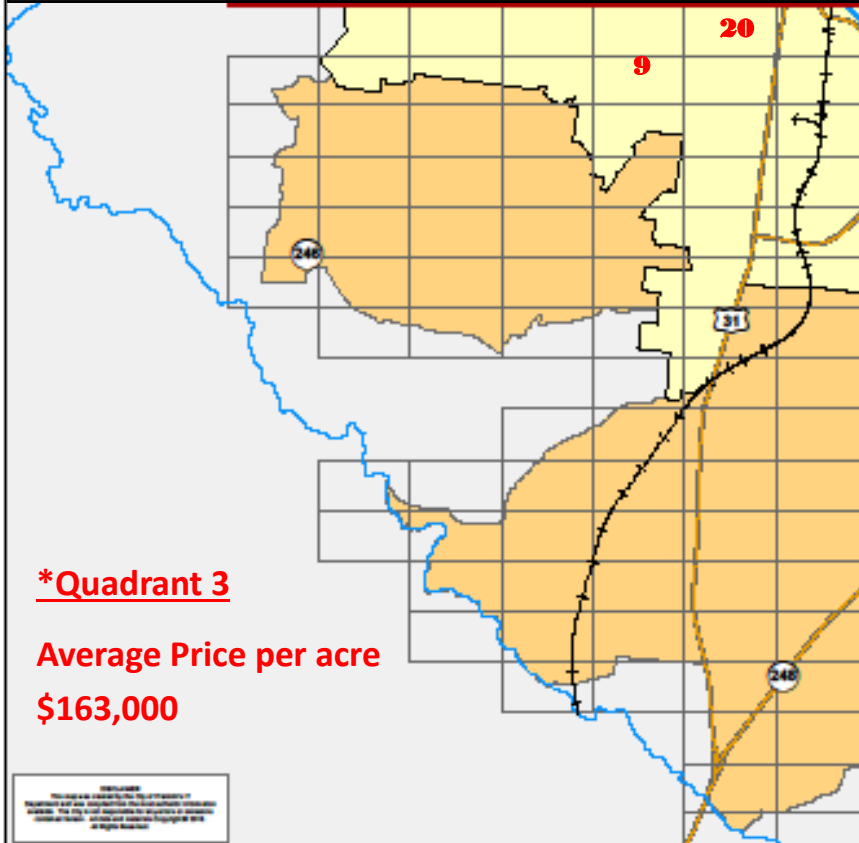
***Quadrant 1**

Average Price per acre
\$271,000



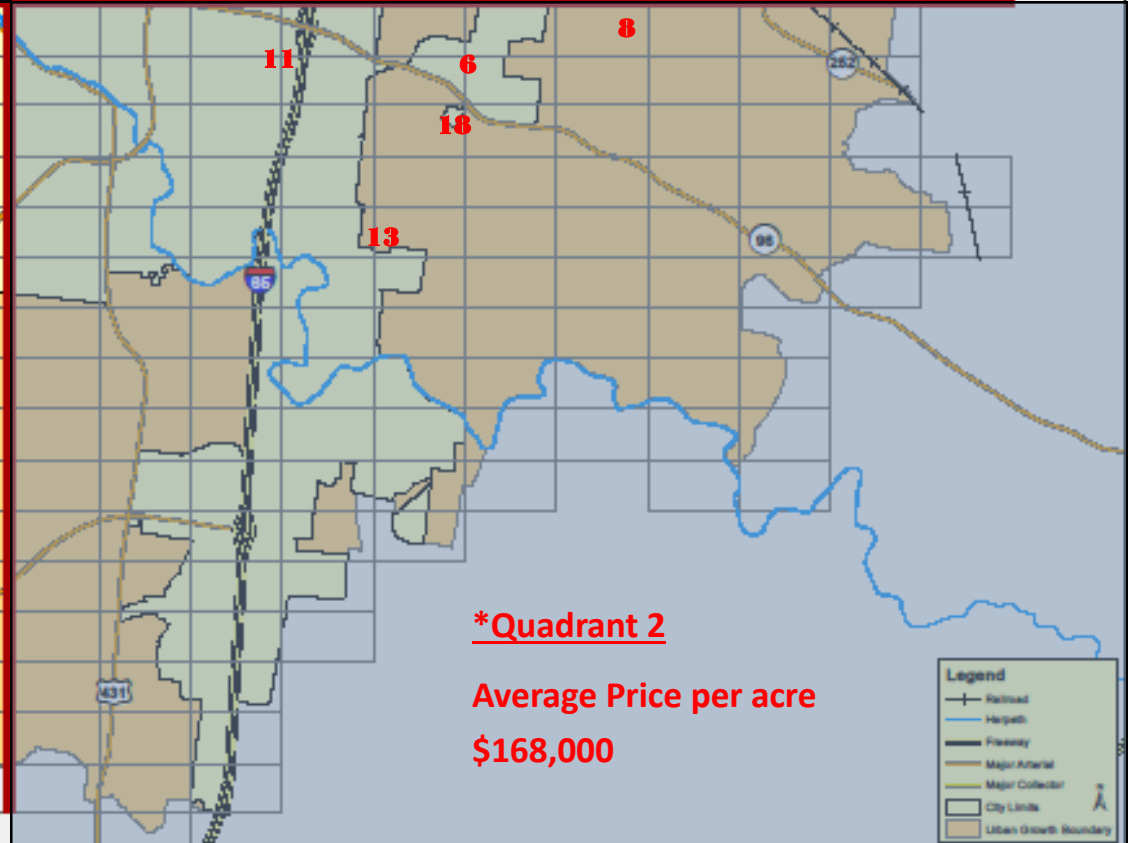
***Quadrant 3**

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
is not responsible for any errors or omissions that may
appear in this map.

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--6615-627-5028 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 aldet 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)											
	COF #	Development	Address of Development	Direction	Unit Count	Footage	price per ft	Address of Owner/Developer	Quad	Date Received	Amount
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,	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.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

* Green indicates that fees have been paid or collected
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

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.~~

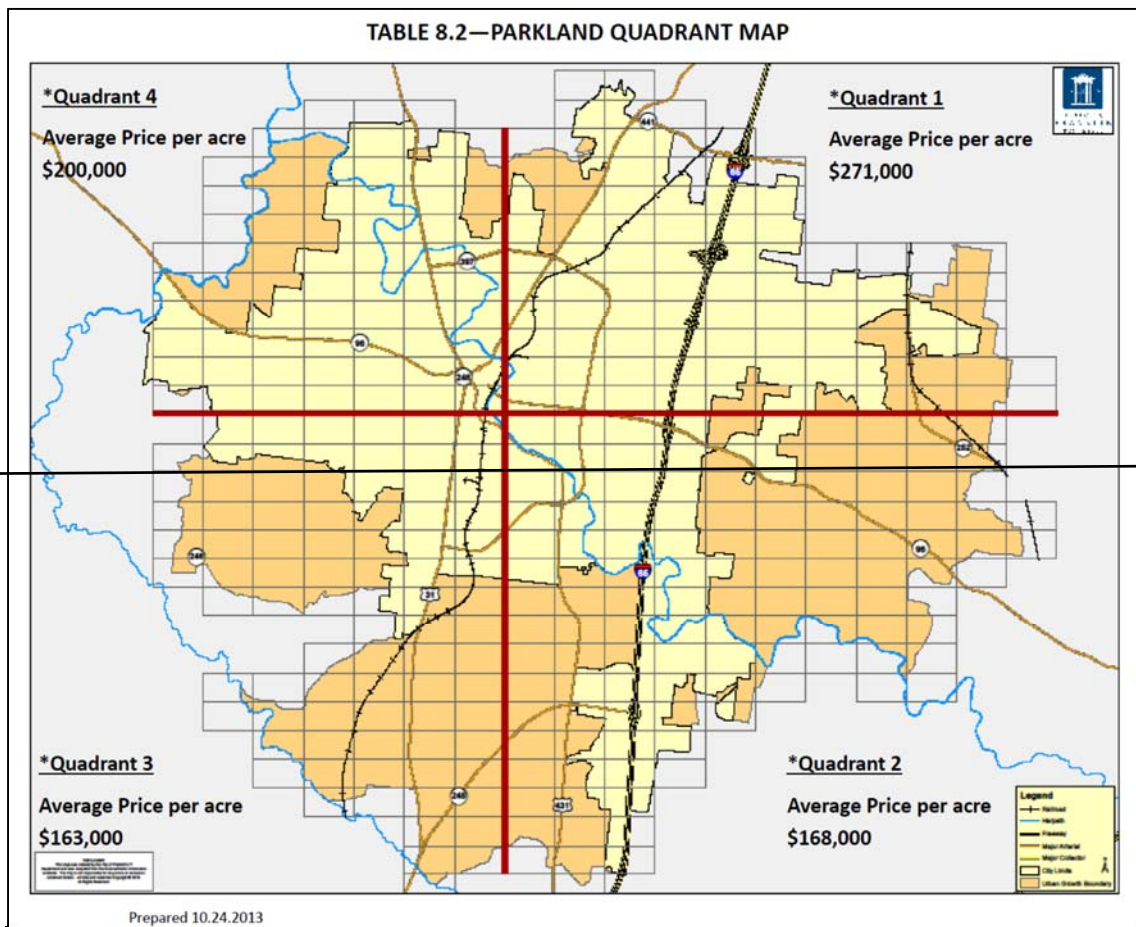
~~(c) Time of Payment~~

~~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:

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0053**

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

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

**Right-of-Way Acquisition Services for
SR-96 West Multi-Use Trail (PIN 123098.00)**

1. SCOPE OF SERVICES. Consultant shall provide right-of-way acquisition services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **Sixty-Seven Thousand Two Hundred and No/100 Dollars (\$67,200.00)**.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property

interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents

resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____

Consultant's Signature

Title: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

**Volkert, Inc.**

302 Innovation Drive
Suite 100
Franklin, TN 37067

Office 615.656.1845
Fax 615.656.1870

www.volkert.com

March 2, 2018

Jonathan Marston, PE
Assistant Director of Engineering
City of Franklin
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37065-0305

**Re: State Route 96 Multi-Use Trail Right-of-Way Acquisition
Scope of Services**

Dear Jonathan:

Volkert, Inc. appreciates the opportunity to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the State Route 96 Multi-Use Trail within the City of Franklin, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the State Route 96 Multi-Use Trail from Vera Valley Drive to 5th Avenue North. This will include meetings, coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act and TDOT Guidelines for ROW acquisition. The following acquisition services will be provided for 21 tracts:

Meetings

- Meetings will consist of one (1) public meeting hosted by the City of Franklin (scheduled for March 14, 2018). Volkert will be present and available for communicating with property owners as well as other ROW team members. The City of Franklin will be responsible for posting all advertisements and alerting property owners of the meeting.

Negotiations

- The City will contract with a surveyor to perform staking for ROW negotiations
- The City will provide Volkert a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract.
- Volkert will meet with property owners no more than three (3) times and make contact via phone as needed. The City will provide phone numbers for the property owners.
- Volkert will negotiate ROW and easements as shown in the current plan set.
- Negotiations will be completed within 45 days of the date Volkert receives the approved Form 2 from the City. Upon that time, recommendations will be made for closing or condemnation.

Project and File Management

- Volkert will maintain frequent communication and coordination with the City's Project Manager, appraisers, attorneys, and other team members by phone and email as appropriate.
- Volkert will submit bi-weekly progress reports to the City's Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- Volkert will maintain electronic and hard copy files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City for their use/verification purposes.

Schedule

- Volkert understands the time sensitivity of this project. The Notice to Proceed for construction phase of the project is scheduled to occur on or before July 1, 2019. Volkert will work toward completion of acquisition services with this date in mind.
- During negotiations, we will update the City on any foreseen problems or complications that may lead to settlement or condemnation.

Project Fee

The fee to manage the ROW acquisition services for the State Route 96 Multi-Use Trail from Vera Valley Drive to 5th Avenue North will be \$67,200. This is a lump sum fee and will be invoiced on a monthly basis as work is completed.

Volkert, Inc. appreciates the opportunity to submit this scope of services. If you have any questions, please feel free to contact me. We look forward to working with you on this very important and exciting project for the City of Franklin.

Sincerely,



Dyan C. Damron, PE, PTP
Traffic Engineering & Planning Manager
Volkert, Inc.



Brad Thompson, AICP
Vice President
Volkert, Inc.

Ward's Mill Capacity Fee

Scott Andrews, EI

Brian Goodwin, PE

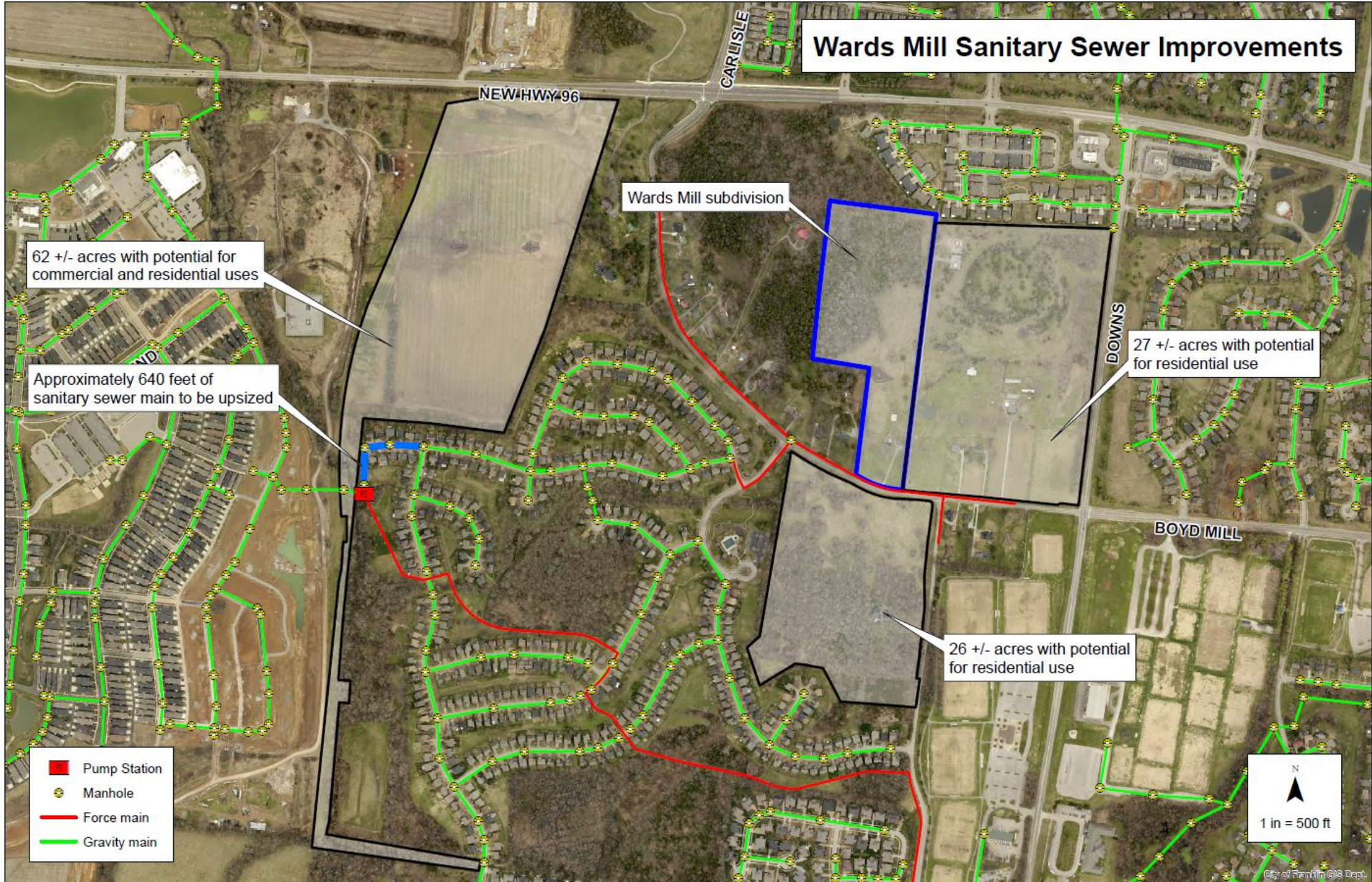
Jimmy Wiseman, PE

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

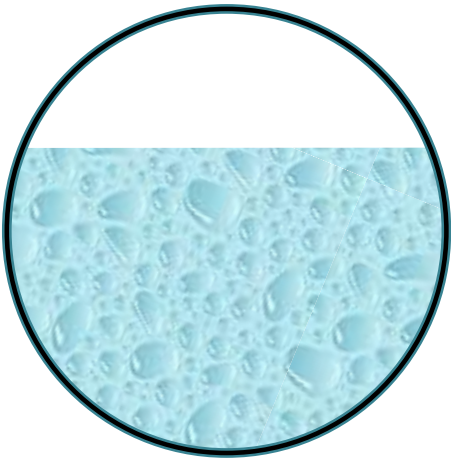


Contributing drainage area at full development

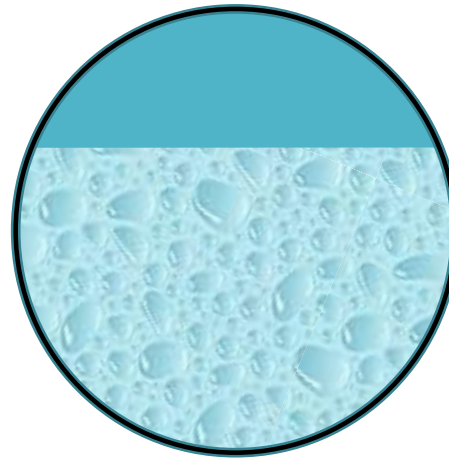
- Wards Mill and potential future developments will utilize additional capacity achieved from upsizing to 15-inch pipe
- The contributing drainage area will essentially be built out at that time, with no major additional flows requiring further improvements

Existing versus Ward's Mill Development

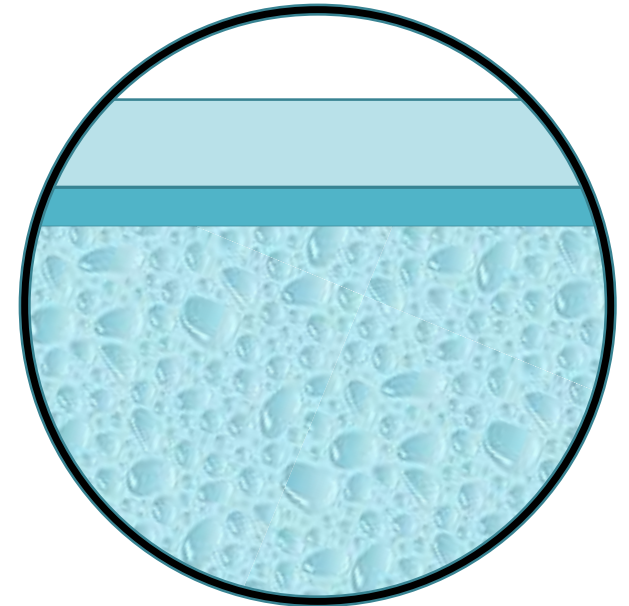
8" diameter
Available capacity = 27%



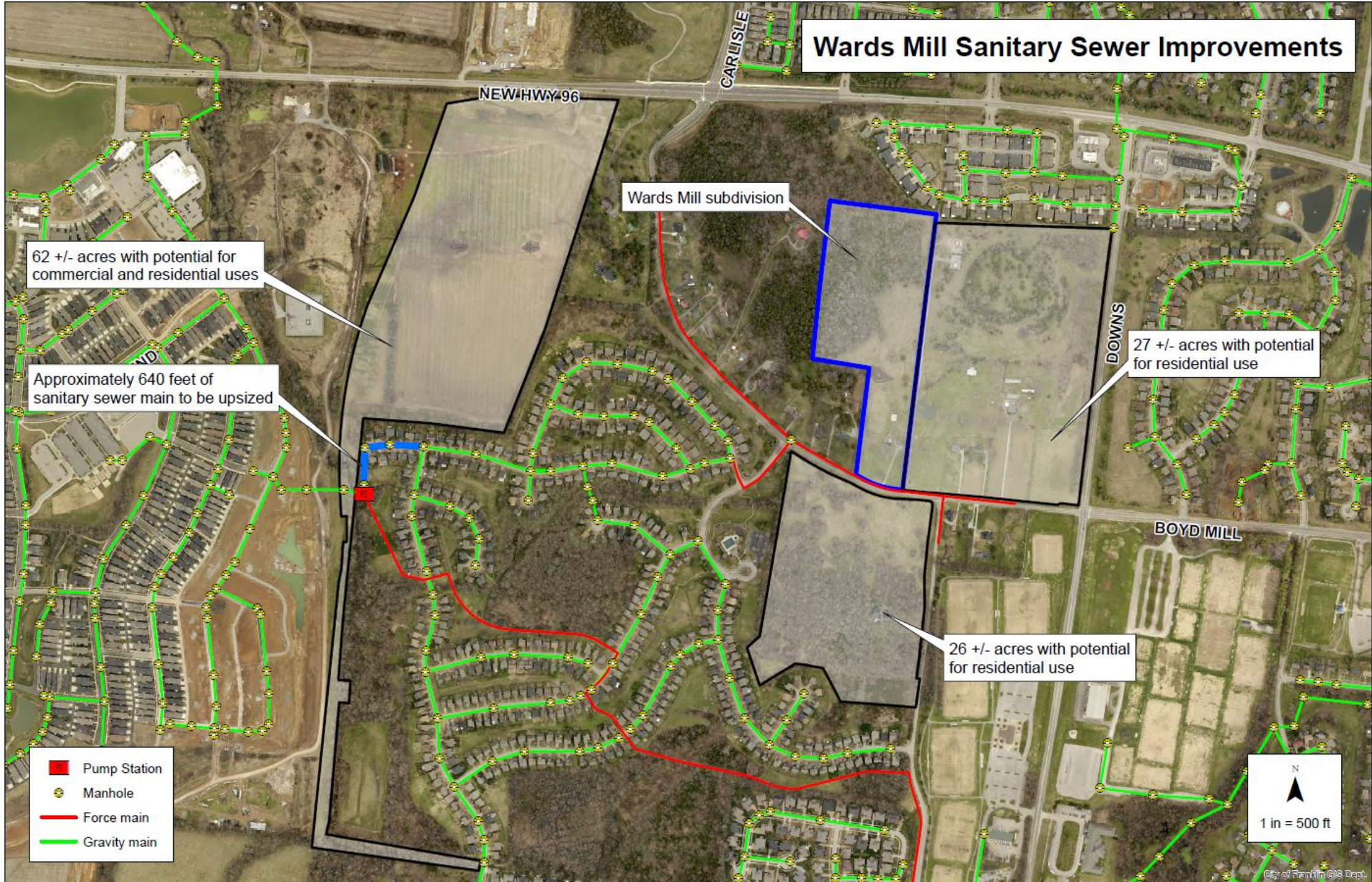
8" diameter
Existing flow + Wards Mill
Available Capacity = 0%



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: _____

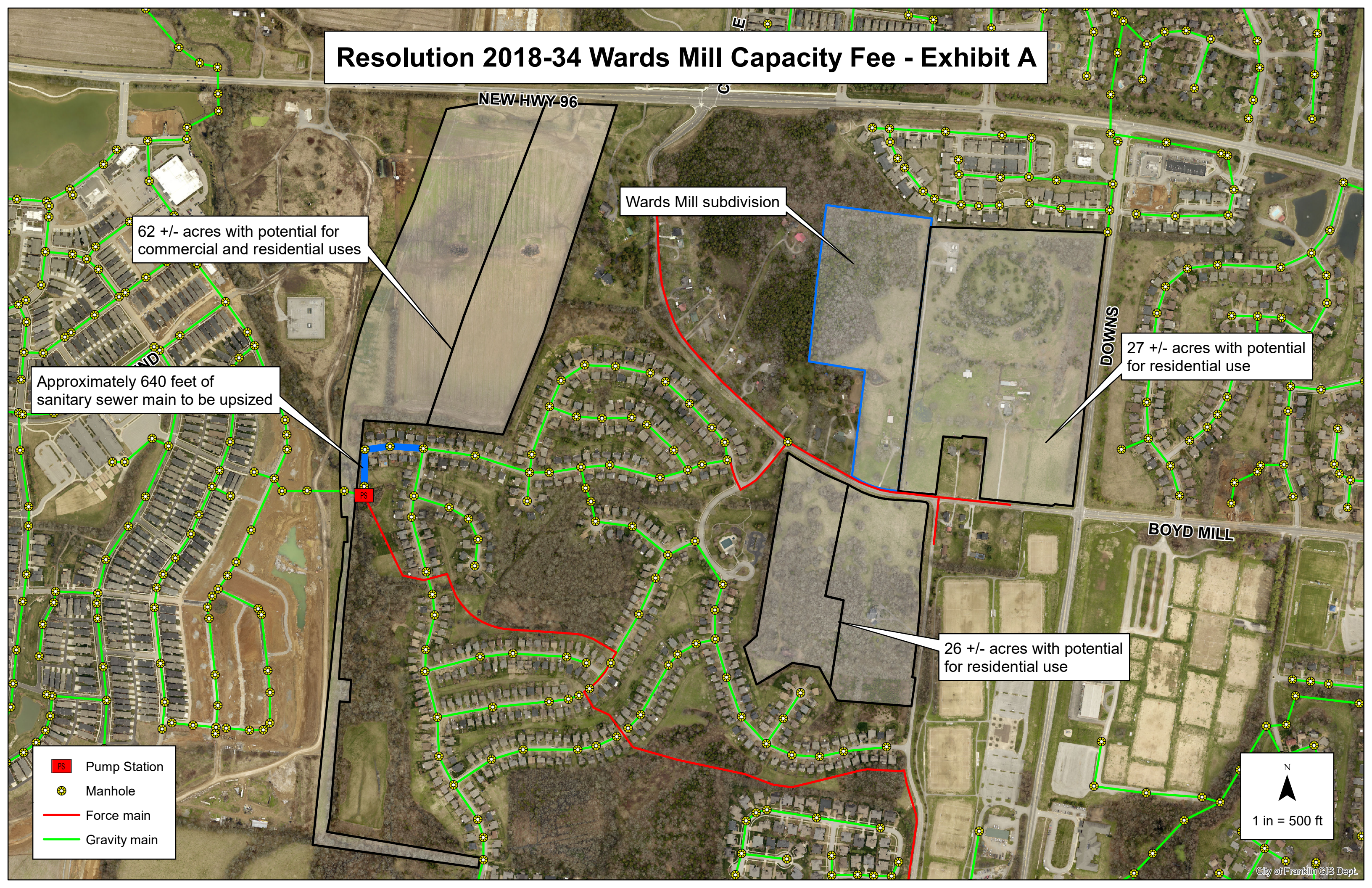
DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley, City Attorney

Resolution 2018-34 Wards Mill Capacity Fee - Exhibit A



Wards Mill subdivision

62 +/- acres with potential for commercial and residential uses

Approximately 640 feet of sanitary sewer main to be upsized

DOWN

27 +/- acres with potential for residential use

BOYD MILL

26 +/- acres with potential for residential use

- PS Pump Station
- Manhole
- Force main
- Gravity main

N
1 in = 500 ft

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 COMPLES 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 FITTINGS 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 OVERLAID 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

THE ANTICIPATED SEWER FLOWS ARE:

FACILITY TYPE:	SINGLE FAMILY DETACHED SUBLOTS
UNIT FLOW (GPD):	350 GPD FOR 4-BEDROOM HOMES
NUMBER OF UNITS:	18 UNITS OF FLOW (350 GPD/UNIT)
TOTAL FLOW:	6,300 GPD +/-

THE ANTICIPATED WATER DEMAND IS:

DOMESTIC:	75 GPM +/-
FIRE:	1,000 GPM @ 20 PSI
IRRIGATION:	25 GPM +/-

2 - HYDRANT FLOW TEST RESULTS
DATE: 12-01-17
TIME: 10:30 am
PERFORMED BY: M2 GROUP, L

GAGE HYDRANT
 STATIC: 56 psi
 RESIDUAL: 54 psi

FLOW HYDRANT
 STATIC: 65 psi
 RESIDUAL: 56 psi
 FLOW: 1,256 gpm / 5,991.2 gpm @ 20 psi

COMMUNICATION SERVICE

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



100 0 100 200



 HILLSIDE / HILLCREST OVERLAY DISTRICT

 500' BUFFER OF HILLSIDE OVERLAY

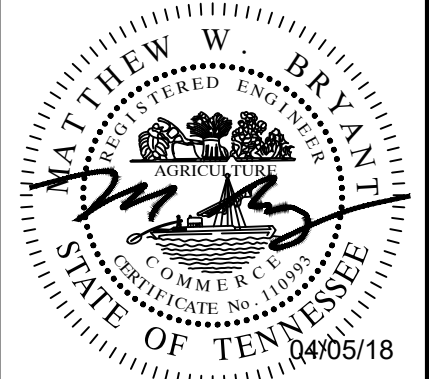
 G GAS

 SAN SANITARY SEWER

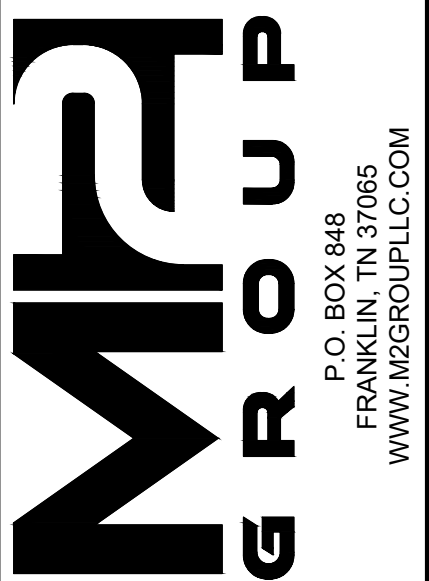
 W WATER



Know what's below.
Call before you dig.

[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
WWW.M2GROUPLLC.COM

ENLARGED UTILITY PLAN

DATE :	FEBRUARY, 2018	DRAWN BY :
PROJECT NO. :	-	CHECKED BY :

SHEET NUMBER:

C5.2

**SANITARY SEWER REIMBURSEMENT AGREEMENT COF
CONTRACT NO. 2018-0029**

This Agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE, ("City") and **Trace Construction Inc.**, ("Developer"), on this the 10th day of April 2018, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Wards Mill PUD Subdivision Development Plan (COF Project # 6596) and

WHEREAS, the Developer's development plan as shown in Attachment A, requires the City to increase the size, and therefore capacity, of the existing sanitary sewer infrastructure to provide the minimum capacity required; and

WHEREAS, the City has required the Developer to complete the off-site sanitary sewer improvements, prior to the issuance of building permits, to ensure that the off-site sanitary sewer collection system has the minimum required capacity; and

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer and the City have jointly prepared a reliable estimate, as shown in Attachment A, related to the costs of the off-site sanitary sewer improvements and/or works.
3. The total estimated cost of engineering/design, permitting, right-of-way and construction of the above off-site sanitary sewer improvements is **Three Hundred Forty-Nine Thousand One Hundred Eleven and 70/100 Dollars (\$349,111.70)** for the offsite sanitary sewer improvements as shown in Attachment A. The following costs are specifically excluded: fiscal costs, including interest of money borrowed to finance the construction, bond costs and internal management fees.
4. The proportionate share of the costs associated with the off-site sanitary sewer improvements for the City of Franklin shall not exceed \$250,000.00. The Developer shall be responsible for the remainder of all costs associated with the project. Should the project be completed for less than the estimated cost of \$349,111.70, the cost savings shall be applied to the City of Franklin and the Developer in proportion to their relative contributions to the overall project cost.

The City agrees to reimburse the Developer for the City's proportionate share of the final cost associated with the off-site sanitary sewer improvements. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the City Engineer. Invoices shall include copies of contracts and invoices associated with the off-site sanitary sewer improvements and copies of checks to show proof of payment.

5. Within 60 days of completion and acceptance of the off-site sanitary sewer improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized releases of liens.
6. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

By: _____
DR. KEN MOORE
Mayor

ATTEST:

Date: _____

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

Notary Public
My Commission Expires: _____

Shauna R. Billingsley, City Attorney

ATTACHMENT A

Cost Estimate

Exhibit

Sewer Study

ITEMIZED PROJECT COST

LOCATION:

Nolen Ln

1/25/2018

PROJECT # TBD

15 Inch sewer line est.

LABOR

PAYROLL ID	CLASSIFICATION	HOURS	RATE	OVERHEAD RATE	TOTAL
	E	345	\$ 23.14	\$ 15.00	\$ 13,158.30
	E	345	\$ 20.74	\$ 15.00	\$ 12,330.30
	D	345	\$ 22.81	\$ 15.00	\$ 13,044.45
	D	345	\$ 17.25	\$ 15.00	\$ 11,126.25
	C	345	\$ 15.80	\$ 15.00	\$ 10,626.00
	C	345	\$ 15.80	\$ 15.00	\$ 10,626.00
SUB-TOTAL					\$ 70,911.30

EQUIPMENT

TYPE	HOURS	RATE	TOTAL
Kubota Exc.	345	\$ 39.00	\$ 13,455.00
Volvo Loader	345	\$ 33.00	\$ 11,385.00
Dump Truck	345	\$ 65.00	\$ 22,425.00
Dump Truck	345	\$ 65.00	\$ 22,425.00
1.5 Ton Service Truck	345	\$ 25.00	\$ 8,625.00
.75 Ton Service Truck	345	\$ 17.00	\$ 5,865.00
Bypass Pumping by Xylem	Estimated lump sum for bypass pumping		\$ 100,000.00
SUB-TOTAL			\$ 184,180.00

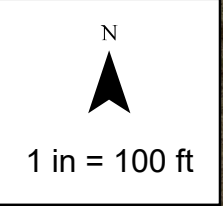
MATERIALS

MATERIALS	QUANTITY	UNIT PRICE	TOTAL
15 Inch Sch 35 PVC	700	\$ 13.91	\$ 9,737.00
15 X 6 PVC Tee	11	\$ 250.00	\$ 2,750.00
6 Inch Sch 35 PVC	220	\$ 2.32	\$ 510.40
MH Core And Boot	2	\$ 600.00	\$ 1,200.00
4 Foot Manhole	2	\$ 2,500.00	\$ 5,000.00
MH Casting And Lid	2	\$ 224.00	\$ 448.00
No 67 Stone	1500	\$ 16.25	\$ 24,375.00
Mill and overlay	Estimated lump sum for paving	\$ 50,000.00	\$ 50,000.00
SUB-TOTAL			\$ 94,020.40
TOTAL			\$ 349,111.70

Wards Mill Sanitary Sewer Improvements

Approximately 647 feet of 8-inch sanitary sewer main to be upsized to 15-inch sanitary sewer main

- PS Pump Station
- Manhole
- Force main
- Gravity main



**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN WASTEWATER RECLAMATION FACILITY
COF Contract No. 2013-0001**

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

WITNESSETH:

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

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

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

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

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 4 to the Agreement dated August 8, 2017, at a fee not to exceed \$482,750.00.00

WHEREAS, during the bidding process of the Project the Consultant and City staff determined that there is a need for a revision in the Scope of Services for the Agreement to add Task 1, Task 2, Task 3, Task 4, Task 5 and Task 6 as found in Attachment A, Amendment 5 Proposal (attached and made a part hereto); and

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

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the March 1, 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 **EIGHT HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$839,350.00)** for the additional Services as described in Attachment A for Task 1, Task 2, Task 3, Task 4, Task 5 and Task 6.

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements

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

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

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

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

All other provisions of the Agreement dated March 3, 2013; Amendment No. 1 dated May 27, 2014; Amendment No. 2 dated November 10, 2015; Amendment No. 3 dated August 8, 2016; and Amendment No. 4 dated August 8, 2017 are unchanged and remain in full force and effect.

(Signatures on Page 4)

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM Smith

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney

Proposed Amendment 5

Franklin Wastewater Reclamation Facility

Modifications and Expansion Project

1.0 Project Background

Bids were opened for the Franklin WRF improvements project on January 4, 2018. The three lowest bids were in the range of \$151, \$152 and \$153 million dollars. While the bids were very consistent, indicating that the documents did a good job of conveying the scope of work, the bids were significantly higher than the available funding. After the bids were reviewed, CDM Smith met with the City Water Management Department staff, the City Administrator, the Assistant Administrator and the City Attorney to review the bids and decide on how to proceed. A tentative plan for proceeding with redesign and rebid was established and was confirmed after interviews with bidders. The scope associated the City's decision to redesign and rebid is captured within this Amendment.

In addition to the above, the duration and breadth of the bidding services had to be expanded, impacting the cost of performing the bidding services. This proposal includes scope items for expansion of the bidding services scope, recovery of bidding advertisement costs, preparation of "interim conformed documents" to act as the base drawings for the rebid, services associated with rescoping of the construction to reduce cost, redesign, rebidding, and conforming the drawings after rebidding.

2.0 Scope

Task 1, Additional Bidding Services

This task is associated with the additional services and level of effort required of the CDM Smith management and design team during the bidding period (October 1, 2017 through January 4, 2018). The services provided by CDM Smith were significantly greater than what was anticipated during the initial scope of work development and exceeded the scope and budget established in our original 2012 proposal. As indicated below, the original proposal assumed that up to three addendums would be prepared during bidding.

"Prepare addenda during bidding to interpret, clarify, respond to inquiries and/or further define the Contract Documents. Addenda will be issued by ENGINEER. We assume that up to three addenda will be prepared."

CDM Smith prepared twelve total addendums; two of which simply extended the bid period; however, four of the addendums were extensive in nature, requiring hundreds of hours of management and technical time to address and resolve questions and comments provided by the bidders, support crafts and manufacturers. In particular, Addendums 8, 9, 10 and 12 were the most complex of the Addendums ranging in length from 93 pages to 324 pages. In total, over 900 pages of additional correspondence and clarifications were developed as part of the bid process by CDM Smith.

In addition to the 12 addendums, numerous conference calls and coordination sessions were required with both the City staff and equipment manufacturers during the 67 day extended bid period to address bid dates, schedule for substantial and final completion based on contractor feedback, Davis Bacon wage rates, and significant changes in the layout and process arrangement for the pre-selected Trojan UV disinfection equipment and the pre-dewatering screw press specification and requirements due to equipment changes since the time of selection over 4 years ago, as well as other minor issues.

Task 2, Advertisement for Bid Costs

CDM Smith paid for the placement of all required bid advertisements, per the City and SRF requirements, as part of the bidding process. Although assistance with the advertisement process was part of the original scope of work, no allocation for payment for these bid advertisements was included in our design services scope of work. CDM Smith coordinated all the bid advertisements and paid the advertisement costs due to the compressed schedule that both the City and CDM Smith team agreed was required for the bid process to meet internal deadlines. This subtask is the reimbursement to recover the actual advertising cost associated with the process which was \$10,420. Appropriate back-up will be provided with the invoice associated with the costs.

Task 3, Preparation of “Post Addenda Drawings and Specifications”

The bidders who participated in the initial bid spent hundreds of thousands of dollars in development of their bids. To recognize this investment and incentivize the original bidders to participate in the rebid, CDM Smith and the City decided to prepare the revised drawings and specifications in a way that would allow the previous bidders to easily see what changed. A first step in this process is to create base drawings that incorporate all of the changes made during the initial bidding. We refer to these documents as the “Interim Post Addenda Drawings and Specifications”. The proposed new changes will be made on top of these base drawings and marked to differentiate them to the bidders. The changes to the drawings will be identified by clouding, and the changes to the specifications will be identified by showing added text in a different font and showing deletions as strike throughs. It was assumed that the drawing set will consist of 564 drawings.

Task 4, Redesign Planning Effort

It was evident upon opening of the bids that the bids could not be accepted outright, as the difference between the bid prices and the available funding was too great to be accommodated within the City current finances. After the bid opening, CDM Smith worked with the City to arrive at a decision on the path forward. The following steps were taken to arrive at a plan:

- CDM Smith reviewed the bids and produced a draft bid tab, bid review matrix, and bid recommendation letter. This was performed under the bidding task.
- Bob Huguenard and Zack Daniel with CDM Smith met with the Water Management Department Director and Assistant Director, the City Administrator and Assistant City Administrator, and the City Attorney on January 9, 2018 to review bids, discuss the options for proceeding, and develop an initial path forward. The decision was made to proceed as if all bids would be rejected and the project would be rebid after design. CDM

Smith was asked to make contact with the contractors and attempt to set up calls with them to solicit input on cost reduction ideas and concurrently.

- CDM Smith proceeded accordingly. After discussions with a few of the contractors, CDM Smith reconvened with the parties identified above on January 19, 2018 to check in and verify that the group wanted to hold fast to the selected path. After revisiting the potential options, it was decided to proceed the rebid path in a design, bid, build manner, but to check in one more time.
- A final check in with the City occurred on February 6, 2018 (after completion of the scoping discussions with the City). The redesign, rebid, build path was confirmed.
- CDM Smith then finalized the bid review documents and prepared a letter notifying the bidders that all bids would be rejected, the project would be redesigned to incorporate cost reduction ideas, and the project would be rebid. These documents were taken before the Board of Mayor and Aldermen on February 13, 2018.

The planning for the redesign was performed in three steps: 1) soliciting and development of cost reduction ideas, 2) evaluation of ideas by CDM Smith, and 3) final decision making on ideas with the City. Soliciting and development of ideas included:

- Development of ideas by CDM Smith
- Conference calls with each of the prime bidders to solicit ideas
- Conference calls with one electrical contractor and one building mechanical contractors to solicit ideas.
- Various communications with vendors to solicit ideas

The meetings ranged from 1 to 3 hours in duration each. Notes were created for each meeting and each of the ideas was logged in a spreadsheet. A total of approximately 300 ideas were logged, with some being repeats from differing sources. Each of the ideas was then assigned to a CDM Smith technical lead for evaluation to provide input on potential savings, potential positive and negative impacts, the level of effort required to implement the idea, and our recommendation on whether to pursue the idea (i.e., implementation of Step 2).

At that point, CDM Smith held meetings with the City to review and make Go/No Go decisions on each idea. Three meeting were held on February 2nd, 5th and 6th, 2018 totaling about 16 hours for each attendee. A Go or No-Go designation was then assigned to each item and the details of each item were fleshed out, where applicable. Meeting notes are currently being finalized.

Task 5, Redesign

The scope for the redesign is described in the “Go” items on the spreadsheet in Attachment A. The redesign work began on February 7, 2018 at the City’s direction and a redesign kickoff coordination meeting was held with CDM Smith technical leads on February 14, 2018. It is assumed that at completion of the redesign four complete hard copies of the drawings will be created, one for the City, one for CDM Smith and two for the Tennessee State Revolving Fund (SRF). It is assumed that the project manager will meet with the City to review the revised

documents while the drawings and specifications are concurrently going through review and cross-check by CDM Smith Staff. Electronic drawings will be sent to the City prior to the meeting.

Upon receipt of input from the City the drawings and specifications will be finalized. The finalized drawings will be signed and sealed and used for bidding. Concurrently, the drawings and specifications will be transmitted to the Tennessee Department of Environment and Conservation (TDEC) via the Tennessee State Revolving Fund (SRF) for their review and approval. We have assumed that this review and approval can occur concurrent with bidding.

Task 6, Re-Bidding

CDM Smith will provide the following services during bidding:

- Administration of document distribution. CDM Smith will be the point of contact for bid document distribution of documents and will keep a list of document holders and transmit any addendums to the document holders. Documents will be distributed to plan holders in electronic format only (Adobe Acrobat pdf). Plan holders will include plan rooms as well.
- Pre-bid meeting. CDM Smith will conduct the pre-bid meeting and will produce and distribute the meeting minutes.
- Day to day administration of the bid process. CDM Smith will field calls and requests for information and coordinate the bid process.
- Preparation of addenda. CDM Smith will prepare up to three addenda. We have budgeted a total of 120 hours for this subtask.
- Bid Opening and Review of bids. CDM Smith will attend the bid opening and will review the bids, create a bid tab, and create a tabulation of exceptions for each bidder. CDM Smith will then prepare a recommendation letter that provides a summary of the bid evaluation and recommendations.
- CDM Smith will arrange for advertisement in the same newspapers as the original bid. It is assumed that the cost will be no greater than \$11,000.

3.0 Time of Completion/Schedule

The proposed schedule is provided in Figure 1

4.0 Compensation and Payment

The work in this amendment will be performed for an additional not-to-exceed budget of \$839,350.00. A breakdown of the cost for this amendment is provided in Table 1. The work will be performed on a billing rate basis in accordance with the rates established in the original contract.

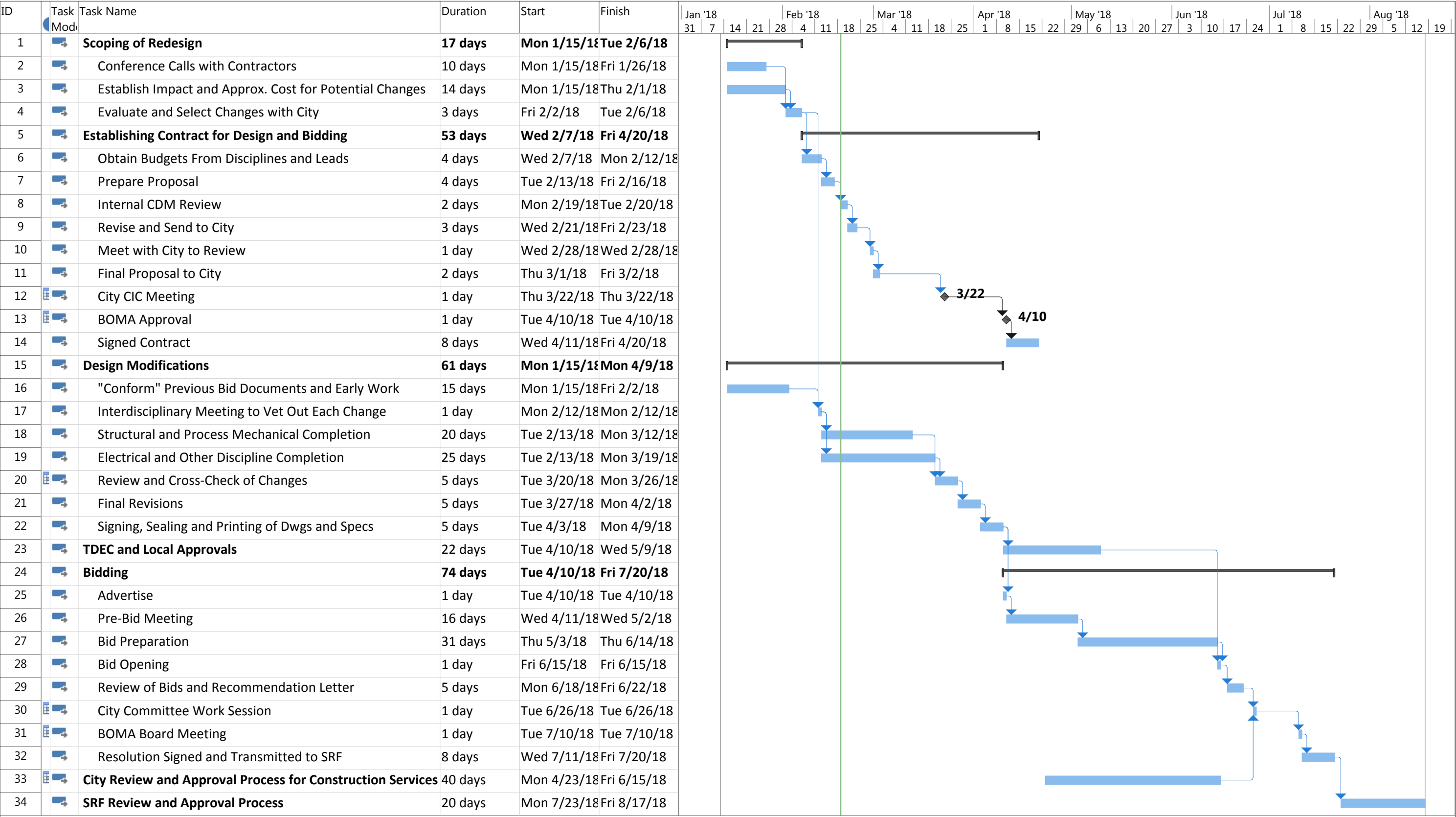


Figure 1
Franklin WRF Redesign/Rebid
Last Updated: February 19, 201

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

Table 1
Summary Spreadsheet
Franklin WRF Amendment 5

	Task No.	1	2	3	4	5	6	
LABOR	Rate	Additional Bidding Services	Advertisement for Bid Costs	Preparation of "Post Addenda Drawings and Specifications"	Redesign Planning Effort	Redesign	Re-Bidding	Totals
Officer	\$220	4	0	0	24	22	16	66
Project Manager	\$195	0	0	0	127	178	128	433
Senior Technical Specialist	\$195	187	0	35	107	352	192	873
Technical Specialist	\$180	238	0	37	25	342	96	738
Senior Eng./Sci/SRF Specialist	\$165	145	0	6	22	134	32	339
Engineer/Scientist	\$145	0	0	5	0	264	120	389
Junior Engineer/Scientist	\$120	119	0	65	200	354	160	898
Senior Designer	\$130	26	0	182	0	226	32	466
Senior Construction Specialist	\$195	0	0	0	0	0	0	0
Construction Esimator	\$160	0	0	0	0	0	0	0
Designer/Drafter/Technician	\$90	34	0	69	0	224	32	359
Administration	\$85	68	0	8	2	84	68	230
TOTAL HOURS		821	0	407	507	2180	876	4791
TOTAL DOLLARS		\$130,610	\$0	\$53,550	\$83,210	\$329,300	\$137,900	\$734,570
OTHER DIRECT COSTS								
Car Mileage		\$0	\$0	\$0	\$576	\$576	\$576	\$1,728
Rental Car		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Air Fare		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meals		\$0	\$0	\$0	\$180	\$180	\$180	\$540
Hotel		\$0	\$0	\$0	\$284	\$284	\$284	\$852
Telephone		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Document Reproduction		\$0	\$0	\$850	\$100	\$8,600	\$500	\$10,050
Shipping		\$0	\$0	\$0	\$0	\$800	\$200	\$1,000
Advertisement Costs		\$0	\$10,420	\$0	\$0	\$0	\$11,000	\$21,420
TOTAL ODCs Plus 0% Markup		\$0	\$10,420	\$850	\$1,140	\$10,440	\$12,740	\$35,590
OUTSIDE PROFESSIONALS								
CDM India		\$0	\$0	\$0	\$0	\$1,400	\$0	\$1,400
Civil Infrastructure Associates		\$9,150	\$0	\$7,500	\$5,000	\$34,850	\$5,000	\$61,500
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal OPs		\$9,150	\$0	\$7,500	\$5,000	\$36,250	\$5,000	\$62,900
OPs with 10% Markup	10%	\$10,065	\$0	\$8,250	\$5,500	\$39,875	\$5,500	\$69,190
TOTALS		\$140,675	\$10,420	\$62,650	\$89,850	\$379,615	\$156,140	\$839,350

Attachment A

Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

								\$12,091,000
Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
1	Removal of FOG System	Tom Nangle	The FOG system adds complexity and risk, and is not imperative to the operation of the system. Eliminating it acutally reduces risks to the City. We would need to delete piping and equipment from a number of sheets, but they are clean deletions that have almost no affect on adjacent facilities, especially if we're leaving the space open for future addition.	\$2,000,000	This can be done in a timely manner. It is probably one of the cleanest changes we can make.	We recommend removing this item because it carries a significant cost, it is relatively easy to remove, and actually reduces the project risk.	Go	\$2,000,000
2	Elimination of demolition of old structures that don't conflict with new work.	Tim Haggard	The risks are pretty negligible. Only risks would be possibly increasing the final impervious surface area of the site, which may require a redesign of the stormwater impacts and permits. It may also require some new pipes to be shifted slightly.	\$300,000	This can be done easily. Only slight modifications to the drawings, minimal effort other than relooking at stormwater permits.	We recommend removing this item because it doesn't introduce much risk, saves the City money with minmal design effort.	Go	\$400,000

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Evaluation and Screening of Cost Reduction Ideas

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
3	Allow contractor to send tank and pipe clean out material to City sludge storage tank for dewatering, as opposed to making the contractor responsible for dewatering of the clean out material.	Bob H.	Eliminating the dewatering will ease a big problem and source of risk for the contractor, but does add some difficulty for the operators. The addition of this sludge will result in inconsistency of the feed sludge to the belt press, which will complicate dewatering some. It will also result in increasing dewatering run time.	\$300,000	No problem	We recommend this be pursued as long as the operators don't have issues.	Go	\$300,000

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Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
4	Removal of CHP System	Tom Nangle	The CHP system adds complexity and risk, and isn't imperative to the operation of the system. Eliminating the CHP system actually reduces risk to CDM and the City. The biogas can be utilized in the steam boilers, with the excess being flared. Removing the CHP system also removes the hot water loop, which was mostly providing heat for the digester building, FOG system and as a temporary heating source for the digesters. Pouliot: There will be minor savings from changing the Make-up air unit from hot water/electric to gas, but may be offset by additional gas piping. Could also consider eliminating electric unit heaters. Will need to evaluate natural gas supply and whether or not it should be sized for future CHP. There may be additional cost associated with the new gas service due to lower anticipated usage (CHP was largest load). .	\$4,000,000	This can be done within the necessary time frame.	If we can't reduce the price by \$30M without it, CDM recommends removing the CHP system. However, Franklin will lose a critical element that made them choose the current biosolids system, which was to beneficially reuse the biogas.	No Go	\$0

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Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
5	Section 11363 - Remove one centrifuge from the scope of supply.	Carrie Carden	Deletion of one centrifuge from Section 11363 leaves two centrifuges in the scope of supply. In a 1 duty / 1 standby configuration, the duty centrifuge does not have enough capacity to dewater WAS produced at startup. Operating both centrifuges as duty units offers no redundancy if a unit has to be taken out of service for repair or maintenance.	\$390,000 to \$650,000 including specified services, specified spare parts, and installation	Yes, it is feasible to delete one centrifuge from Section 11363 and to modify the drawings accordingly.	Not recommended due to loss of redundancy.	No Go	\$0
6	Remove the requirement that conduit elbows be made of aluminum coated with bitumastic paint and covered in shrink-wrap, or only require it for large conduits. Use PVC in lieu of aluminum.	Spencer Perry	The aluminum elbow requirement could be relaxed so that it would only be required for conduit runs more than 100 feet in length where the risk of damage to the elbow is the greatest.	\$10,000	This can be done within the necessary time frame.	Recommended.	Go	\$15,000
7	Eliminate the requirement for mogul style LBs and conduit fittings for smaller conduit runs.	Spencer Perry	The requirement is intended to protect the cable during pulling. We can change the requirement so that moguls with rollers would only be required for 2-inch and larger conduits used on runs longer than 100'	\$10,000	This can be done within the necessary time frame.	Recommended.	Go	\$10,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
8	Use Schedule 40 PVC in lieu of Schedule 80 PVC for conduits.	Spencer Perry	Schedule 80 conduits is specified for use in exposed locations. NEC requires schedule 80, or metallic conduit, when exposed to physical damage. These are typically specified for use in chemical areas or other corrosive locations.	< \$10000	This can be done within the necessary time frame.	Not recommended.	Go	\$5,000
9	Use PVC in lieu of coated aluminum for instrumentation conduit that runs in slabs or concrete below grade.	Spencer Perry	The requirement to install instrumentation wiring in aluminum conduit could be relax to Schedule 80 PVC or schedule 40 PVC when encased in concrete.	\$50,000	This can be done within the necessary time frame.	Recommended.	Go	\$50,000
10	Use a breakaway pull head in lieu of the dynamometer/tensio meter for the low and medium voltage cables.	Spencer Perry	The specifications can be clarified to limit this requirement for large feeders and long pulls. The breakaway head is not recommended for power wiring and the industry standard is to use the dynamometer.	\$10,000	This can be done within the necessary time frame.	Not recommended.	Go on clarification	\$10,000
11	Use aluminum wiring in lieu of copper for medium voltage cables.	Spencer Perry	Aluminum wiring would result in some redesign to larger conduits, larger wire sizes and the terminations require much more quality control and they are more difficult to make. Aluminum is not recommended for medium or low voltage cables. On some wire sizes, the difference in cost is negated by the larger wire and conduit required for aluminum cable.	\$20,000 for medium voltage cable not including redesign.	This can be done within the necessary time frame.	Not recommended.	No Go	\$0

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Evaluation and Screening of Cost Reduction Ideas

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
12	Use Schedule 40 or Schedule 80 PVC conduit in lieu of aluminum for instrumentation cables in conduits.	Spencer Perry	The requirement to install instrumentation wiring in aluminum conduit could be relax to Schedule 80 PVC or schedule 40 PVC when encased in concrete.	\$50,000 (this is the same as item 9)	This can be done within the necessary time frame.	Recommended.	Repeat	\$0
13	Require the reinforcing steel rebar and enveloped of concrete for duct banks beneath paved surfaces only.	Spencer Perry	Per the specs, the reinforcing steel is only required when laid on backfill covering new pipelines, roads, parking lots or any area subject to vehicular traffic. The details can be clarified so that the cost of reinforcing steel is not applied unecesairly.	\$150,000	This can be done within the necessary time frame.	Recommended.	Go - Clarification	\$150,000
14	Modify duct bank separation (12") to minimize trenching costs.	Spencer Perry	The 12-inch separation can be relaxed in most cases. There is 3300 linear feet of ductbank.	\$15,000	This can be done within the necessary time frame.	Recommended.	Go	\$15,000
15	Reduce the number of necessary disconnect switches for all instrumentation devices.	Spencer Perry	The instrumentation device disconnect switches (actually weatherproof, single pole switches) are low cost items and required by code.	\$0	Code Requirement	Not recommended.	No Go	\$0
16	Substitute galvanized steel or Unistrut for the custom stainless steel equipment racks.	Spencer Perry	The Panel Mounting Detail on the electrical drawigns shows to use aluminum. The requiremetns in the specification and detail can be reviewed and clarified if needed. This includes 9 racks. Need clarification to eliminate uncertainty.	\$10,000	This can be done within the necessary time frame.	Not recommended.	No Go - Clarification	\$20,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
17	Substitute FRP strut for the rods and clamps on the equipment racks in high corrosion areas.	Spencer Perry	This would affect the Alum area which is outdoor and not recommended for FRP. There are 2 racks in this area.	\$5,000	This can be done within the necessary time frame.	Not recommended.	No Go	\$0
18	Remove the requirement that sump pumps be in every manhole.	Spencer Perry	This will need to be coordinated with the Owner and their maintenance staff. If a portable pump is used, there will be a requirement for an outlet at each manhole which will limit the cost savings. We can eliminate the sump pumps, and add gravel drains or consider manual pumping. Cost savings considers all provisions are removed. Note - there are 18 total manholes, all medium voltage	\$36,000	This can be done within the necessary time frame.	Coordinate with the Owner however it is not recommended.	No Go - But look into it further	\$0
19	Remove the requirement that fire taping be necessary for medium voltage cables where they are exposed as they run through manholes.	Spencer Perry	Fire taping is an industry standard for medium voltage cables, it is a safety item as well as a reliability item. CDM Smith does not recommend removing this requirement.	\$10,000	This can be done within the necessary time frame.	Not recommended.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
20	Remove the requirement of Myers hubs on gasketed enclosures on penetrations on the bottom of the enclosures. Only require sealing bushings.	Spencer Perry	The specificaiton could be changed to accommodate this. The cost difference is approximately \$40 and this would affect approximately 400 fittings.	\$16,000	This can be done within the necessary time frame.	Recommended.	Go	\$16,000
21	Remove or reduce the BIM 3D modeling requirement for the conduit layout shop drawing.	Spencer Perry	This is a clarification of the 16000 specification section. BIM 3D modeling is not specified as a method to produce the conduit layout shop drawings.	\$10,000	This can be done within the necessary time frame.	This will be clarified.	Go - Clarification	\$10,000
22	Reduce the infrared scanning of equipment requirements. Contractor is having difficulty getting a quote for the specifications as written (one scan at the beginning and another 3 months before warranty expiration).	Spencer Perry	This requirement can be clarified and the second scan can be waived.	\$10,000	This can be done within the necessary time frame.	This requirement can be clarified.	Go - eliminate 2nd and clarify	\$10,000

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Evaluation and Screening of Cost Reduction Ideas

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
23	Allow the contractor to use the influent pump station generator during temporary sequencing instead of bringing in temporary power or a rental generator.	Bob H.	This depends on the permit conditions. If it is permitted as a backup generator running it for something other than backup could cause violations. A request for a copy of the permit was sent to Michelle and Brian.				No Go	\$0
24	Deleted - Not Used.							
25	Consolidate the feeders leaving the BNR basin and move the MCC / distribution panel closer to the BNR	Spencer Perry	This will need to be investigated further. The costs of wire and conduit savings will be offset by the need for outdoor starters and a remote I/O panel at the BNR basins. Cost savings assumes distribution panels, NEMA 4X starters and RIO at the BNR basin. There will be some redesign effort.	\$150,000	This can be done in the necessary time frame.	This is currently being investigated.	Go - depending on further investigation	\$100,000
26	Reduce the stringency of the lighting specification to allow more competition.	Spencer Perry	The Lighting Fixture Schedule on the drawings indicates "or approved equal". The front end documents need to be clarified. Assume 10% increase on lighting fixture costs. This is duplicated in Item 88.	\$20,000	This can be done in the necessary time frame.	Recommended.	Go - Adjust bid form to eliminate confusion	\$20,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
27	Reduce warranty requirements. Vendors are wondering if they can start warranty at start-up and installation rather than final acceptance, which could be years down the line.	Carrie Carden	See response to Item No. 92. Warranties will begin at Substantial Completion. We will redefine the Partial Substantial Completion requirements for the solids handling systems.	\$0	Yes, it would be feasible to modify the specs.	Not recommended.	Repeat - See other items	\$0
28	Reduce training and start-up requirements. As spec is written, it requires multiple visits that are several days in duration.	Carrie Carden	We will review each specification's training and startup requirements and may make reductions based on input from the City and from CDM Smith's O&M specialists. Pouliot: Based on the discussions with the Contractor's, savings will likely be higher than \$2000. In addition to Process Mechanical, this applies to Building Mechanical and Electrical, and possibly Instrumentation. Item 44 has related requirements.	\$2,000	Yes, it will be feasible to edit the specifications as needed.	Recommended.	Go, look at this globally. Create spreadsheet recommendations.	\$20,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
29	Clarify independent testing requirements. Vendor assumed worst case because specification was unclear.	Spencer Perry	This can be clarified such that the requirements in 16,000 will preside and the requirements in the individual equipment specification will be deleted. The cost savings assume that independent testing was duplicated for 16121, 16345, 16450, 16430, 16431, 16480.	\$50,000	This can be done in the necessary time frame.	Recommended.	Go - Clarification	\$50,000
30	Relax the requirement that single manufacturer furnish all of the electrical equipment for the project. For example, GE could provide everything except for 480V panelboards, knocking them out. If more than one vendor could be used then it would open up more competition and drive down price (potentially).	Spencer Perry	The major electrical equipment specifications all list the three major manufacturers, Square D, Eaton, and GE. This is standard language. GE can provide 480v panelboards. This will be clarified on the bid form. Bid form needs to be clarified to eliminate confusion so that more than one vendor can meet requirements	\$0	This can be done in the necessary time frame.	Not recommended.	Go - Clarification. Keep single mfr, but eliminate anything in the way of that stands in the way of acceptable mfgs. Bidding	\$50,000
31	Allow contractor to use 150kV BIL on primary substation transformers.	Spencer Perry	150kv BIL is standard for that size transformer.	\$6,000	This can be done in the necessary time frame.	Will investigate.	No Go	\$0

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Evaluation and Screening of Cost Reduction Ideas

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
32	Allow contractor to use aluminum instead of copper windings on substation transformers.	Spencer Perry	This would be an accetpable change.	\$10,000	This can be done in the necessary time frame.	Possible if VPI. Will investigate.	No Go	\$0
33	Allow contractor to use aluminum instead of copper windings on padmount transformers.	Spencer Perry	This would be an accetpable change.	\$12,000	This can be done in the necessary time frame.	Recommended	No Go	\$0
34	Allow contractor to change the copper buss to aluminum on medium voltage switchgear.	Spencer Perry	Not recommended.	< \$10000	This can be done in the necessary time frame.	Not recommended.	No Go	\$0
35	Allow contractor to use aluminum instead of copper windings on low voltage transformers.	Spencer Perry	This would be an accetpable change.	\$9,000	This can be done in the necessary time frame.	Recommended	No Go	\$0
36	Allow contractor to remove the K4 requirement on 3000kVA padmounted transformers.	Spencer Perry	The K4 requirement can be removed.	\$6,000	This can be done in the necessary time frame.	Recommended	Go	\$6,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
37	Allow specific manufacturer relays on MV switchgear to be optional.	Spencer Perry	This will need to be coordinated with the Owner. It does not represent a significant savings. There are several relays that we would not recommend, based on our experience so this will need to be carefully coordinated.	< \$10000	This can be done in the necessary time frame.	Not recommended.	Go - list two or three not completely open	\$5,000
38	Lower the rating of the 40kA required for all Metal-Clad.	Spencer Perry	This may be able to be reduced, this will require some investigation. Assume if it can be reduced that it would save approximately 5% of the cost of the switchgear	\$40,000	This can be done in the necessary time frame.	Will investigate.	Go - depending on further investigation	\$20,000
39	Eliminate the spare parts allowance for MV switchgear.	Spencer Perry	This is a duplicate of Item 191.				Repeat	\$0
40	Eliminate the drive burn in on LV MCC.	Spencer Perry	This can be eliminated. It is included in Item No. 135.	\$10,000	This can be done in the necessary time frame.	Recommended	Go	\$10,000
41	Lighten specification requirement on LV MCC for sole sourced frequency drives.	Spencer Perry	This is a duplicate of Item 132.				Repeat	\$0
42	Eliminate the 80 degree rise requirement on LV transformers, or reduce to 115 or even 150.	Spencer Perry	This can be reduced in some cases.	< \$10000	This can be done in the necessary time frame.	Recommended.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
43	Lengthen the bidding period. Some vendors could not get quotes prepared in time.	Bob H.	Lengthening the bid period would mean we would not be able to meet the current June bid opening. However, our gut feel is that it could make a significant difference in electrical and mechanical cost. Another option would be to figure out how to get the word out on the rebid so they could get a jump on this.	\$2,000,000	Not a problem for the design period, but would increase the bid period	Either do this or implement a campaign to get the word out.	No Go	\$0
44	Reduce the number of times the manufacturer would have to come back to the site.	Carrie Carden	We will review each specification's requirements for manufacturer's services and may make reductions based on input from the City and from CDM Smith's O&M specialists. Pouliot: Based on the discussions with the Contractor's, savings will likely be higher than \$2000. In addition to Process Mechanical, this applies to Building Mechanical and Electrical, and possibly Instrumentation. Item 28 has related requirements.	\$2,000	Yes, it will be feasible to edit the specifications as needed.	Recommended.	Go, review specs to see if any trips/times can be reduced	\$0
45	Deleted - Not Used.							

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
46	Allow the contractor to own some of the schedule float. Right now the way the specs are written gives all of the float to the owner.	Bob H.	Sharing the float with the contractor would put the contractor in the position of using a portion of the float when things go wrong and thus would allow them to back off on building as much contingency for LDs into their budget. It would push more risk to the owner in that the owner would have a little bit more chance of getting claims for delays. We would guess that the contractor would carry maybe 30 to 60 days LDs as contingency.	\$300,000	No problem	Recommend doing this.	Go	\$200,000
47	Deleted - Not Used.							
48	Change the 5 day work week to a 6 day work week.	Bob H.	I'm not sure if the cost would decrease by doing this. It seems like we would have to decrease the project time in conjunction with this to decrease cost. Note that the electrical and mechanical contractors were saying that the prime contractors were already forcing them into working 55 hour weeks, which means they would be paying each of their onsite staff 15 hours at 1.5 times their normal rate, which increased their cost. This will increase engineering contract cost.	\$0	Simple change, but recommend against this.	Recommend against this.	No Go, but make sure special occasions they can do six day.	\$0
49	Lower the building wage rate.	Zack Daniel					Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
50	Lessen the requirements of the photography specification. Keiwit says they carried \$277K for this.	Bob H.	I think we can reduce the magnitude of the effort some without degrading the value too much. However, I don't think we can half the cost. Kiewit said that they normally budget \$15 to \$20K for photography. I think it would be a mistake to do that. Lack of photography makes it easier for a contractor to cover things up and harder to figure out where problems are and fix them when things go wrong.	\$75,000	No problem	Recommend reducing some.	Go	\$75,000
51	Change the stringency of the operation of the biosolids system so that it does not have to be a certified operator, and allow the plant staff to operate it.	Tom Nangle	See answer to question 95.				Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
52	Modify the prescriptiveness of the work sequencing (allowing flexibility for the contractor to perform work the in a better/cheaper/faster order).	Bob H.	The constraints in the MOPO section have been thought through very carefully, so there probably aren't constraints that aren't necessary. However, in some cases we get specific about bypass pumping requirements. We may be able to change those to purely constraints to reduce the amount of prescriptiveness. However, in talking to them the other day I get the feeling that there are gaps in their understanding of the system and the reasons for the constraints. I want us to be careful to not allow transfer of risk to the City in the form of non-compliance and reduction of accountability on the contractor.	\$50,000	Can be done in the available time.	I think the MOPO section should be revisited to look for ways to make it less prescriptive that don't put the City at risk.	Go, review spec again	\$10,000
53	Allow more items than just the process mechanical equipment to be tax exempt.	Zack Daniel					Go, we will check other CDM projects to see if there is a precedence for this.	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
54	Allow contractor to introduce sludge back into plant process instead of needing to haul it to a landfill.	Bob H.	This suggestion meant allowing them to pump their sludge into other liquid process basins. This would be risky as the impacts on the processes would be unpredictable. However, screening and pumping of sludge to the sludge tanks might work well. This concept is discussed in Item 3.	\$0	Can be done in the available time, but we recommend against the change.	Recommend against this.	No Go	\$0
55	Take I&C integration out of the contractor's scope and put it in the City's or CDM Smith's hands.	Scott W.	I don't see the benefit. The I&C integration needs to be done regardless, so the cost will be borne by the City in some way. Additionally, this will greatly increase project risk. Splitting the work up into two or more parties, all other things being equal, will add cost for coordination and overhead. Possible advantages, 1. Giving the City more control over who is selected for PCSS/AESS, 2. Gives CDM Smith the opportunity to do the work, but neither helps project cost. Bob's Comment - A lot of times I&C integration becomes the thing that holds up getting to substantial and final completion because there are often lots of difficulties. We believe implementing this suggestion would be a mistake of epic proportions.	-\$1,000,000	This can be done within the necessary time frame.	Not recommended.	No Go, but look into setting up a contract with Lord & Company with an assigned cost in a line item.	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
56	Ease the requirements on manufacturer services, training, site visits, and inspection.	Carrie Carden	We will review each specification's requirements for manufacturer's services, training, site visits, and inspection, and may make reductions based on input from the City and from CDM Smith's O&M specialists.	Sum of Items 28 and 44 above	Yes, it will be feasible to edit the specifications as needed.	Recommended.	Repeat	\$0
57	Allow excess soil and rock material to remain onsite rather than haul it off.	Tim Haggard	Kiewit indicates that there is about 30,000 CY of excess rock and soil material that must be hauled offsite. If we assume a cost of \$15 per CY savings, this would have a value of \$450K. Stockpiling of materials onsite might just kick the can down the road (i.e., it might have to be moved later), however, it would be a big savings. Keeping rock onsite is more of a concern than keeping soil onsite. It's possible that we could construct berms to screen the site from neighbors, which might be a positive. So taking some savings away for hauling rock offsite and revegetation, may be worth \$250K.	\$250,000	Can be done in the available time	Recommend doing this.	Go, create berm	\$250,000
58	Redesign the bypass at the BNR junction (contractor to send Bob a proposal).	Bob H.	I'm not sure what Kiewit had in mind, but it is worth talking to them to find out. It may save money.	\$50,000	Can be done in the available time	Recommend a call with Kiewit to discuss and implement if it makes sense.	Go	\$50,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
59	Section 13212 - The steel-bolted tanks ended up being sole-sourced due to the specification requirements for tank size, interior coating, and pressure requirements. Find some way to allow more flexibility in specifications to open up competition.	Carrie Carden	The internal lining for the Softened Water Storage Tanks was specified as high-temperature epoxy. Highland Tank and Tarsco Bolted Tank were the two circled manufacturers on the bid forms. We need to identify more competitors who can provide the specified tanks.	\$10,000	Yes, it is feasible to discuss with vendors and modify Section 13212.	Recommended.	Go - identify more tank mfgs and send spec to mfgs for review.	\$10,000
60	Do not build a temporary road, just use Claude-Yates to come onto the site.	Bob H.	This would result in all traffic being routed through the school and athletic field area.	\$150,000	Can be done in the available time, but we recommend against the change.	Recommend against this.	No Go	\$0
61	Eliminate the Cambi system.	Tom Nangle	See answer to question 106.				Repeat	\$0
62	Change the solid processing building material from brick to pre-engineered metal.	Michael Alford and Justin Boggs	Steel frame building would be designed by CDM Smith due to support of large equipment. Metal panel cladding system is not considered here due to Aesthetics. Steel framing is less cost, results in less weight, smaller footings, less schedule time but, requires more maintenance including initial coatings.	\$1,000,000	Tight but feasible, would be better to consider along with layout changes to the SPB to reduce square footage.	Don't recommend making the change unless part of larger building re-design, (see item 86 for more info)	Repeat	\$0

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63	Eliminate the wet lab and the bio lab.	Carrie Carden	Elimination of laboratory casework and equipment from these spaces (and leaving them unfinished) would require the City to procure and install these items themselves, and finish the spaces. Pouliot: Need to determine extent of HVAC, Plumbing, and Electrical utilities provided by Contractor.	\$200,000 allowance plus approx. \$100,000 in lab casework = \$300,000	Yes, it is feasible to eliminate the allowance and casework from the bidding documents.	Recommended.	Go, but anything over \$10K in equipment list leave in allowance.	\$200,000
64	Reduce spare parts to only those that are routine maintenance (i.e., will definitely be used within a year or two) and those that are very long lead items.	Carrie Carden	Agreed. Spare parts lists will be culled to include routine maintenance parts and long lead time items. Pouliot: In addition to Process Mechanical, this applies to Building Mechanical and Electrical, and possibly Instrumentation.	\$200,000	Yes, it is feasible to modify the specifications.	Recommended.	Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
65	Section 11265 - Eliminate the need for a new UV system, or repurpose the old one some how.	Carrie Carden	The existing Trojan UV4000 medium-pressure system is designed for a peak hour flow of 36 mgd, compared to the specified peak hour flow of 33 mgd for the new system. The existing UV structure was in good condition as of the 2011 condition assessment. Continued use of the existing system is possible, but it is obsolete and inefficient compared to the specified system, and replacement parts can be hard to find. The scarcity of replacement parts increases the risk of a failure and violation of the plant's discharge permit.	\$2,400,000	Yes, it is feasible to eliminate the new UV system and structures from the plans and specs, and adjust the Civil, Electrical and Instrumentation plans and specs accordingly.	Not recommended due to existing system's obsolescence and the associated reliability concerns.	No Go	\$0
66	Eliminate the necessity for a filter header pipe.	Bob H.	The filter header upsizing is needed to allow increasing the flow up to 16 mgd ADF/32 mgd peak flow. Other options were evaluated during design and unfortunately this was the only way to achieve what we need to achieve. Another way to make the hydraulics work would have to be developed and the cost of the design plus the cost of implementing the other method would almost certainly be more than the savings from eliminating the header changes.	\$0	Not doable in the available design time.	Recommend against this.	No Go for now. Depends on TDEC feedback	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
67	Section 11363 - Eliminate the spare scroll, since Andritz has the scroll exchange program, which is typically provided. (Suggested by Andritz Separation)	Carrie Carden	We are checking with the other listed centrifuge manufacturers to find out if they offer a similar scroll exchange program. So far, Alfa Laval has said they do not offer a scroll exchange program.	\$53,309	Yes, it is feasible to modify Section 11363.		Repeat, compete research on scroll exchange	\$0
68	Section 11363 - Let the customer supply the polymer selected for start-up and testing as this is a regular part of their operations. (Suggested by Andritz Separation)	Carrie Carden	We have run into situations where the client has been unable to procure the manufacturer's selected polymer due to purchasing department restrictions. It would be better to leave the supply of polymer in the hands of the manufacturer.	\$20,000	Yes, it is feasible to modify the specifications.	Not recommended.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
69	Section 11363 - Witnessed shop testing is covered by the contractor, but is an unnecessary expense. (Suggested by Andritz Separation)	Carrie Carden	We are willing to waive this requirement if the City is willing to waive it.	\$24,023	Yes, it is feasible to modify Section 11363.	Recommended.	Go, but don't eliminate for I&C. Must get certified test results. City may opt to come to any and set notification reqs.	\$24,000
70	Section 11363 - Delete the requirement for the 18 days of 24 hours per day start-up assistance (Suggested by Andritz Separation)	Carrie Carden	We should consider reducing (not deleting) this requirement with input from the City and from CDM Smith O&M specialists.	\$53,982	Yes, it is feasible to modify Section 11363.	Recommended.	Repeat	\$0
71	Section 11363 - Modify the post start-up assistance by reducing 2 trips and 1 day (Suggested by Andritz Separation)	Carrie Carden	We could consider reducing this requirement with input from the City and CDM Smith O&M specialists.	\$5,191	Yes, it is feasible to modify Section 11363.	Recommended.	Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
72	Section 11363 - Modify the post start-up maintenance training by reducing 3 trips and 1 day (Suggested by Andritz Separation)	Carrie Carden	We could consider reducing this requirement with input from the City and CDM Smith O&M specialists.	\$11,194	Yes, it is feasible to modify Section 11363.	Recommended.	Repeat	\$0
73	Section 11363 - Delete the requirement for the 20 days of on call Maintenance supervision assistance (Suggested by Andritz Separation)	Carrie Carden	The City could enter into its own maintenance assistance contract with the centrifuge manufacturer. The agreement would be separate from the construction contract.	\$26,672	Yes, it is feasible to modify Section 11363.	Recommended.	Repeat	\$0
74	Section 11363 - Delete the VFDs from the spare parts. They are readily available and will be old inventory by the time they are put into service (Suggested by Andritz Separation)	Carrie Carden	The VFD specification does not require spare drives, only spare parts to cover the first five years of operation. We could change the requirement in Section 11363 to require spare parts to cover the first two or five years of operation.	\$8,702	Yes, it is feasible to modify Section 11363.	Recommended.	Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
75	Section 11336 - Change the sludge screen from all 304 to painted mild steel with SS screens and pressing zone screw (standard design). (Suggested by Hydro International)	Carrie Carden	Section 11336 currently specifies non-wetted metallic parts to be mild steel, and stainless steel for the screens and screws. Huber Technology's Strainpress is all stainless steel. Changing the specification to mild steel could give Hydro a pricing advantage over Huber.	\$7,500	Yes, it is feasible to modify Section 11336.	Not recommended	No Go	\$0
76	Section 11336 - Remove one set or both sets of spares for the screens. (Suggested by Hydro International)	Carrie Carden	We are checking with both of the listed screen manufacturers to identify any spares that may be long lead time items, and to identify the spares that they recommend for the first two years of operation.		Yes, it is feasible to modify Section 11336.		Repeat	\$0
77	Section 11336 - Remove air compressor from scope if site has clean dry air available to supply to pneumatic panel. (Suggested by Hydro International)	Carrie Carden	A building compressed air system is not available. Leaving the compressed air system (usually an off-the-shelf compressor with valving and air distribution to each machine) in the equipment manufacturer's hands would be preferable to a single building-wide compressed air system in order to ensure unity of responsibility (no finger-pointing). A central compressed air system would only shift the cost from the manufacturers to another supplier and the contractor.	\$0	Yes, it is feasible.	Not recommended	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
78	Change controls from ConpactLogix to MicroLogix and reduce OIT from 10" to 4 "or 6".	Scott W.					No Go	\$0
79	Adjust the building wage rates on the project, particularly with respect to the HVAC/plumbing trade. Clarify with the Tennessee DoT what the specific Davis-Bacon requirements are.	Zack Daniel	Working with DOL to establish wage rates is likely to only have positive impacts. A letter to the Department of Labor has been drafted for Michelle's signature. The letter requests establsihing wage rates for the project. If \$50 million of price is labor and a 1 percent reduction is achived, then this would result in a savings of \$500,000.	\$500,000	DOL is supposed to respond in 90 days, so we should get an answer during the bid period if we get the letter sent soon.		Go	\$500,000
80	Deleted - Not Used.							
81	Lessen the requirements of manufacturer supervision, inspection, start-up, testing, and training. The specifications as-is do not allow a local representative.	Carrie Carden					Go, but limited and CDM to assess and provide of equipment where req. is lessened	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
82	Lessen the intensity and detail for the scope and responsibilities of the support/seismic engineer. Clarify the role and the scope.	Tom Nangle	This applies across Building Mechanical, Process Mechanical, and Electrical with additional input from structural. Based on discussions with the Contractor, requirements in 15140 were applied across all disciplines. Item 83 is related to this. Look at adjusting the specification to allow pull tests to verify. Representative sampling. Look at requirement for every support being analyzed.	\$50,000	Yes, it is feasible.	Recommended.	Go, See Red text to the left	\$50,000
83	The support specifications can currently be interpreted to mean that every support and hanger has to be designed, reviewed stamped, and certified after installation. Relax these requirements.	Tom Nangle	See item 82	See item 82	Yes, it is feasible.	Recommended.	Repeat, see above	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
84	Eliminate Digester Building, Redesign Biosolids Site Plan and SPB	Tom Nangle	Huge impact, almost a complete redesign of drawings, but specs wouldn't need to change much since our process equip shouldn't change too much	A LOT (maybe \$4M for SPB, \$2M for Digester Bldg, \$?? for site work)	This would take a long time to do. Cannot be completed within proposed schedule.	Not recommended. High engineering cost and time commitment.	No Go	\$0
85	Split the project into two projects	Bob H.	It is probable that this would increase competition with prime contractors as well as subcontractors. It is hard to say what the cost savings would be as they would be driven by market forces that none of us has the expertise to predict. On one hand there would be more qualified contractors bidding, which would reduce the price. On the other hand, it seems like the total overhead would increase unless the same firm got both projects. However, this would also result in the need for oversight and control of two projects, potential for claims between contractors, and possibly other negatives. From an engineering standpoint, splitting the documents into two projects would be time consuming and costly.	Don't know	It would be difficult or maybe not possible to get it done in the available schedule.	Recommend against this, but not strongly.	No Go for now.	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
86	Somehow encourage Primes to split the electrical and building mechanical into two contractors each.	Bob H.	This would at least foster competition at the subcontractor level. This would increase prime contractor cost and engineering cost, but is likely to have a big impact on the electrical and mechanical costs. The higher prime cost is due to managing two subs, doubling the submittal effort on electrical and mechanical items, potential conflicts in the equipment on the two, etc. In speaking to Primes I don't get the impression that they would do this.	>\$3 million	I think it is doable in the time if we start now.	Recommend doing this, but don't know what it looks like.	Already Did	\$1,000,000
87	Get word out on rebid time frame to both previous and new contractors. Especially primes, electrical, and building mechanical.	Bob H.	This would foster competition. The number at the right is a pure guess.	>\$3 million	I think it is doable in the time if we start now.	Recommend doing this, but don't know what it looks like.	Go, but work out details with City	\$1,000,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
88	Review electrical equipment specifications (i.e., all equipment requiring a single supplier) to make sure at least three suppliers can provide all of the equipment. Verify that the "circle your mfg" part of the bid sheet doesn't defeat the or equals in the technical specifications.	Spencer Perry	This needs to be reviewed and revised. Assume that lighting fixtures and VFDs incurred a 10% increase.	\$60,000	This can be done in the necessary time frame.	Recommended.	Go - City will verify what guys can work on and then get back to us on this.	\$30,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
89	Review HVAC and plumbing equipment specifications (i.e., all equipment requiring a single supplier) to make sure at least three suppliers can provide all of the equipment. Verify that the "circle your mfg" part of the bid sheet doesn't defeat the or equals in the technical specifications.	Paul Pouliot	Based on discussions with the Mechanical Contractor, "or equal" requirements in Section 00700 were the source of the perceived sole sourcing of Building Mechanical Equipment.	\$50,000 to \$100,000	Yes, it is feasible.	Recommended.	Go, but a repeat	\$0
90	Review other equipment that is "grouped" to make sure at least three suppliers can provide the equipment.	Carrie Carden	Equipment to be reviewed includes, but is not limited to the gas engine generator equipment (if it remains in the specs) and digester gas handling and safety equipment.	\$200,000	Yes, it is feasible.	Recommended.	Go, see if we can come up with a way to spreadsheet packaging	\$75,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
91	Section 00300 - Review the "circle your mfg" part of the bid sheet doesn't defeat any of the or equals in the technical specifications. Pouliot: Basaed on discussions with the Contractors, this applies to Building Mechanical, Electrical, and possibly instrumentation as well. Related to Item 89 for Building Mechanical.	Carrie Carden	We will review.	\$100,000	Yes, it is feasible.	Recommended.	Go	\$150,000
92	Change warranty requirements so that they start at partial substantial completion or beneficial use.	Carrie Carden	The specifications currently call for partial Substantial Completion of the liquid treatment processes and overall Substantial Completion of the entire solids treatment process. However, it is reasonable to allow partial Substantial Completion of each solids treatment process without adversely affecting start-up or commissioning.	Possibly more than \$100,000	Yes, it is feasible.	Recommended.	Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
93	Eliminate requirement that Contractor pay for inspection cost for time in excess of defined working hours or establish an allowance instead.	Bob H.	What they are wanting to do is to set up a bank to pull extra engineer inspection time from instead of managing their schedule and forces to minimize work outside of the contract allowable times. My opinion is that the City will pay more doing it this way.	-\$50,000	Simple change, but recommend against this.	Recommend against this.	No Go	\$0
94	Deleted - Not Used.							
95	Change the requirements for the biosolids system operator to a non-certified operator or put operation on the plant staff. Kiewit they have \$1.8 million in for operators.	Tom Nangle	This would lead to contractors using "operators" that aren't certified and may not have experience with the process systems we're introducing. TN law requires that there be one ORC for the whole plant. Franklin's regular ORC is all that is needed, and everyone can be working under his/her charge. CDM Smith could be the certified operator, or operate under Franklin's license to direct the contractors and plant staff during commissioning.	Assuming could save about half of the cost (\$900,000)	This would be a specification change, and could be done. Would need to have more coordination with the City of Franklin in terms of modifying the commissioning plan.	Recommends clarifying how much could be saved if the operator certification is removed. The assumption is it would be less than \$1.8M	Go - CDM to come up with exact concept for consideration	\$500,000
96	Deleted - Not Used.							
97	Deleted - Not Used.							
98	Deleted - Not Used.							
99	Revisit bypassing requirements for manhole right before the influent pump station.	Bob H.	This has to be researched to make sure it is feasible. If it is feasible, it could reduce the costs some, wouldn't be hard to do, and has only positive impacts if thought out well.	\$20,000	Not a problem.	Recommend researching this and taking action if it is feasible.	Go, investigation	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
100	If the requirements are not changed to allow the contractor to pump sludge to the City's sludge dewatering tanks, then change the dewatering requirement to allow non-mechanical dewatering of sludge.	Bob H.	Non mechanical dewatering methods, for example geotubes, require berms and containment, take up lot of space, require a long time to dry, are messy, and may or may not have odor. Dewatering with mechanical methods have their own issues as they require Frac tanks for storage of sludge, take up a fair amount of space (maybe a little less than geotubes), and probably have odor. However, dewatering is completed much more quickly.	\$40,000	Not a problem	On the fence	No Go	\$0
101	Eliminate requirement that contractor purchase chemicals.	Carrie Carden	See response to Item No. 68. This situation is less of a problem for the commonly available wastewater treatment chemicals such as alum. Eliminating chemicals from the contractor's scope of supply places the cost on the Owner but, with the elimination of markups, may reduce overall project chemical costs by about 10 percent.	\$20,000 plantwide	Yes, it is feasible. Several specification sections may have to be edited to reflect this change.	Recommended.	Repeat	\$0
102	Eliminate or reduce requirement for screened gravel beneath the duct banks.	Spencer Perry	This requirement can be removed or reduced based on structural input. Cost savings based on removing the requirement. Also - clarify the depth to top of duct bank.	\$10,000	This can be done in the necessary time frame.	Recommended.	Go - reduce to 6 inch	\$10,000

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103	If the FOG system isn't eliminated, replace the polymer precast associated with the FOG system with something else. Kiewit said they have \$500K in the polymer precast.	Justin Boggs	Conventional precast structures could be used but would then require coating the concrete surfaces in contact with FOG. Coatings would require rehabilitation over time, typically 15 to 20 years if installed correctly.	150k	Feasible	Not worth the maintenance. Some of the seemingly exorbitant cost is like design fees for the complicated precast system and interconnections.	No Go	\$0
104	Allow crushing demolition concrete to produce sub-base materials. Note that TDOT limits recycled concrete to 25%.	Tim Haggard					Repeat, No Go	\$0
105	Make plant staff responsible for monitoring of bypass pumps at night instead of contractor manning these.	Bob H.	This is a risky proposition. I don't think we want someone watching their equipment fail and then being accused of being complicit in the failure. As an alternative we may want to consider allowing them to set up an autodialer, but response time on that also presents some concerns.	\$30,000	Not a problem	Recommend against. Not worth added risk.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
106	Eliminate THP system and install more digesters.	Tom Nangle	This would change the pre-dewatering centrifuges into GBTs, and double the amount of digesters and associated equipment. It also makes it not possible to achieve Class A biosolids (Class B product instead). This would reduce the solids destruction and biogas production, this would result in more than double the amount of trucks entering and leaving the site, and more odorous biosolids.	~\$2,000,000 (\$5.5M in eliminating THP, \$3.5M in additional digester capacity, assumes wash in changes for thickening and dewatering)	Cannot get this done by June, it requires significant changes in digester design, digester building design, and Solids Processing Building Design. If we do this, we should start with a blank canvas, new site plan, new building layouts, etc.)	Do not recommend due to lack of time and how this abandons the main reasons for pursuing a new biosolids facility, and its associated benefits. Also requires almost a complete redesign.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
107	Change electrical building exterior treatment to split face block or change to metal building.	Michael Alford	The existing buildings on site are majority brick exterior. The addition to the operations building does include some split-face CMU accents but still the majority of the operations building is brick. The use of split face CMU on one building would make it look out of place on the site from an overall site aesthetic.	\$35,000	It would impact all the architectural dwgs for the electrical building and require the addition of new architectural details. It would also require updated structural calculations. It could be done.	Based on the limited savings It does not make sense to have one building on site majority split face CMU exterior when all the other buildings are majority brick exterior. It will look out of place.	Go, see other items	\$35,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
108	Change the roof of the solids processing building to joist and deck. This will reduce the roof cost and may decrease the rebar in the structure below the roof.	Justin Boggs	Changing roof materials would place small thickness roof deck and metal bar joists in the dewatering building which would need to be coated. Maintenance of coatings would be a future concern. Using these materials results in a lighter roof system which chases all the way through the building to the foundations. I was guessing based on cost that shipping the precast double-tee roof could have been an issue but that doesn't appear to be indicated by any of the contractors.	\$0	Feasible	Savings are realized in the structure only, eliminating complicated roof beam system and slightly reducing footings. Roof systems are more or less the same costs (essentially trading labor for material). Overall building height would be reduced by at least 2-ft.	No Go or? Go, only if other changes requiring redesign	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
109	Change the seismic importance factor for the plumbing system to match the rest of the project.	Paul Pouliot	The seismic importance factor for non-structural components is different than the seismic importance factor for structural. Plumbing specifications will be modified to apply the 1.5 importance factor only to the ES/EW's and related components (water piping, gas piping, and water heaters) as required for life safety components. Similarly, for HVAC the specs will be modified to apply the 1.5 importance factor only to systems provided to reduce electrical hazard classification. All other plumbing and HVAC components will be assigned an importance factor of 1.0.	\$25,000	Yes, it is feasible.	Recommended.	Go, clarify so it is clear the 1.5 factor only applies to life safety systems	\$25,000
110	Eliminate requirement that water for testing be purchased from the Owner.	Bob H.	If the contractor has to pay for potable water and plant water then they will be more careful how they use it. On the other hand, the City will pay the cost of the water plus markup plus meters.	\$5,000	No problem	On the fence	Go, but they must have a meter on potable and reclaimed	\$5,000
111	Eliminate requirement for factory involvement in the field joints for FRP duct systems.	Bruce Singleton	Full time involvement of factory in field joints is not necessary. However, factory training on first joints would be good.	\$5,000	Is feasible	Recommend	Go, change to one day of factory training	\$5,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
112	Check FRP duct requirements as two of three vendors that were solicited could not meet the specifications and the third said they could meet them but never provided a written proposal.	Bruce Singleton	Listed manufacturers were Daniel Mechanical, Spundstrand, and Ameron Bondstrand.				Go, Re-review specs, call vendors, modify as necessary to make available to more than one	\$10,000
113	Change the solids processing building to a lower seismic category.	Justin Boggs	The Solids Building seismic design category could be changed to B based on the rigid roof diaphragm. This was not done for two reasons: 1. The Solids Building would be the only structure with a different design category, creating confusion across all disciplines, 2. The electrical and control/lab rooms are in support of other structures and process in seismic category D. If changed the solids process may not remain operational after the design seismic event. Seismic category D is intended to keep structures operational.	\$1,500,000	Feasible	Loss of the electrical room could significantly hinder operations of the facility. Better cost savings measures would be to reconfigure the building rather than reducing the design level.	Go - City wants to do this	\$1,500,000
114	Eliminate Odor Control Systems	Bob H.	Issues with neighbors	\$2,000,000	Can be done	Recommend against	No Go	\$0

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Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
115	Change odor control duct material from FRP and Type 316SS to aluminum	Paul Pouliot and Bruce Singleton	Aluminum ductwork will not hold up as well when exposed to corrosive airstreams. Could consider using Type 316 stainless steel for both indoor or outdoor odor control ductwork. Could consider using Type 304 stainless steel ductwork for both indoor and outdoor odor control duct. Requires input from Process Mechanical.	\$120,000 to \$280,000	Yes, it is feasible.	TBD	Go, but change to aluminum only for interior where not connected to equipment.	\$120,000
116	Eliminate redundant HVAC systems in electrical buildings and electrical enclosures	Paul Pouliot	Failure of primary HVAC system could lead to overheating of electrical gear, and ultimately shutdown of associated process mechanical equipment, especially rooms with VFD's.	\$175,000	Yes, it is feasible.	Not Recommended	No Go	\$0
117	Ventilate electric rooms instead of air conditioning them.	Paul Pouliot	During high ambient temperatures, ventilation only could lead to overheating of electrical gear, and ultimately shutdown of associated process mechanical equipment, especially rooms with VFD's.	\$225,000	Not feasible. Significant modifications to HVAC, Electrical, Architectural, and Structural drawings, including addition of roof/wall openings and louvers.	Not Recommended	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
118	Eliminate access fans on equalization tank and instead have them use personal ventilation systems or temporary ventilation systems.	Paul Pouliot	Fans were provided for ventilation during maintenance when tanks are empty. Temporary ventilation systems would need to be provided for this function.	\$60,000	Yes, it is feasible.	Recommended.	No Go	\$0
119	Ventilate alum building instead of air conditioning it.	Paul Pouliot	Does not appear to be any equipment that is sensitive to heat. Potential for increased corrosion.	\$1,000	Yes, it is feasible, but savings likely too small when considering cost of effort to implement.	Not Recommended	No Go	\$0
120	Eliminate allowance for purchase of lab equipment and have it purchased directly by the City.	Carrie Carden	City would have to work through purchasing to buy equipment. Would save markup.	\$210,000	No problem	Recommend doing this.	Repeat	\$0
121	Change the sanitary piping from cast iron to PVC	Paul Pouliot	PVC less durable, especially in above grade applications.	\$20,000	Yes, it is feasible.	Recommended.	Go, but not in hot water situations	\$15,000
122	Change water piping in buildings from copper to CPVC.	Paul Pouliot	CPVC less durable, especially in above grade applications.	\$12,500	Yes, it is feasible.	Recommended.	Go	\$12,500

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
123	Eliminate some of the emergency shower/eye wash stations	Bob H.	I've never visited one of our sites after construction and thought "that emergency eye wash station seems unnecessary", but I have once or twice thought "we could have benefited from another eyewash station at that location".	\$10,000	Not a problem, but recommend against it.	Stongly recommend against this.	No Go	\$0
124	Eliminate fire protection system at solid processing building	Paul Pouliot	Fire protection required by Building Dept/Fire Marshall. Unlikely that they will reconsider unless significant changes are made to reduce size of solids building	\$200,000	Yes, it is feasible.	Not Recommended due to Building Dept/Fire Marshall requirements.	No Go, but make it a sepeate line item	\$0
125	Eliminate jet mixing system in equalization basin	Jon Lapsley	Minimal impacts, was already a deduct alternate	\$450,000	Very feasible, deletion of work and spec	Yes	No Go but change to an add alternate	\$450,000
126	Eliminate the dome on the EQ tank, but design to add the dome later	Jon Lapsley	Minimal impacts, dome structural design is by Crom, our change would be to the spec and deleting the dome on the drawings. Note that if we eliminate the dome we should also then in turn delete the activated carbon odor control system and the HVAC fans on top	Up to \$1.5M best guess for dome, odor control and HVAC fans	Very feasible for deletion of the work but impacts possible odor complaints to the City long term.		No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
127	Reduce the size of the EQ tank. Can the tank remain the same footprint but shorter and be designed to be extended upward later?	Jon Lapsley	Not the most cost effective way to build EQ, could save initial capital by deferring more EQ capacity to the future. Typically carry about \$0.50/gallon for tank cost	\$2M +/- now, defer cost for second tank to the future	Very Feasible to make this change in the available time.		No Go	\$0
128	Modify the pressure class ratings on the ductile iron pipe.	Bob H.	Specified pressure and thickness classes are consistent with the CDM Smith Master Specs. Relaxing these class requirements is not likely to save much money and would require additional engineering time and expense to verify the right class for each piping application.	\$0	It may be feasible for someone to check each system and specify the appropriate pressure/thickness class.	Not recommended	Go, Revisit to see if thinner wall pipe can be used	\$0
129	Modify the pipe linings.	Bob H.	Pipe linings have been specified per the CDM Smith Master Specs. The more expensive pipe linings such as glass lining have been reserved for the systems that need it.	\$0	Yes, it is feasible.	Not recommended	Go, look at changing the linings on post clarifier piping. Revisit others for what they are used for.	\$10,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
130	Remove two of the three riser valves/zones in the sprinkler system.	Paul Pouliot	Fire protection design is a performance specification Contractor is required to provide detailed design and hydraulic calculations. Do not recommend modifying current design criteria. However, the notes on drawings and specs could be modified to allow reduction in the quantity of riser valves/zones based on the hydraulic calculations.	\$25,000	Yes, it is feasible.	Recommended.	Go, but leave 3 risers and allow fewer if they can support with calcs.	\$0
131	Change roofing materials	Justin Boggs	Not considered. Unknown request. It could be advantageous to use the same roof system everywhere (i.e. all precast concrete or all joist and deck) but savings would be insignificant.	\$0			Repeat	\$0
132	Allow the VFDs to be submitted in one package, instead of requiring them to be submitted with their associated equipment packages.	Spencer Perry	This could work if all VFDs were by a single manufacturer. However, the downside is that a submittal review comment would need to say the VFDs are approved contingent on approval of its associated pump and motor, for example. There are approximately 18 VFDs.	\$40,000	This can be done in the necessary time frame.	As long as all VFDs were by the same manufacturer, we would recommend it.	Go	\$40,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
133	For the hydrogen sulfide removal system, consider changing the tanks from stainless steel to fiberglass. (Suggested by Eshelman Company)	Tom Nangle	After looking into this, Varec was the one who made this suggestion, and they don't provide H2S vessels for this project. We recommend against this because FRP is a brittle material that could be damaged during media changeout, and we'd feel more comfortable with steel given the exothermal reactions that take place. Unison said they have zero installations of FRP for H2S vessels due to the same concerns listed above.	No data, vendor won't supply this material for this application.	This could be done. It is a specification change.	We recommend not including this change.	No Go	\$0
134	Section 11301 - For the Digester Mixing Pumps, consider moving the VFDs out of the mixing system supplier's scope and into the project VFD supplier's scope. Doing so would streamline the costs for testing, etc., by consolidating all VFDs on the project, not just the ones in the rep's package. (Suggested by Eshelman Company)	Tom Nangle	This would take the onus of making sure the motors, VFDs and pumps are all compatible off of the digester mixing pump supplier. However, CDM Smith's review process checks to make sure these three components are compatible. CDM often waives this requirement on Design-Build jobs to save money for CCI. TO accomplish savings, this should be done for all pumps, and evaluate where it can be done for certain process equipment as well.	Need Spencer Perry's Help with this	Easier to do for pumps, as it is a spec change. There would need to be coordination with the presses and dewatering equipment to see what impacts this would have.	CDM Smith recommends making this change.	Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
135	Eliminate harmonics testing, witness testing and all non-essential testing for VFDs, etc., in the specs. This added a large cost to the project. (Suggested by Eshelman Company)	Spencer Perry	Harmonic testing can be limited to drives over 100hp. Shop testing (4 hour burn-in) can be eliminated. Field testing can be reduced to a one day trip for manufacturers rep.	\$30,000	Yes, it is feasible.	Recommended.	Go	\$30,000
136	Eliminate the requirement for follow-up visits within the first year from all equipment sections.	Carrie Carden	See response to Item 44 above.	\$0	Yes, it is feasible.	Recommended.	Go	\$0
137	Section 11224 - Consider removing the control panels from the mixer manufacturer's scope of supply. (Suggested by Philadelphia Mixer)	Carrie Carden	PMSL estimates a \$35,000 reduction in their price, but most of this cost gets passed on to the integrator. We may save a little money by adding this work to the integrator's already sizeable scope.	\$5,000	Yes, it should be feasible.		No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
138	Section 11224 - The specified Quill type gearbox is a robust unit that is not required for this application. Consider alternative language provided by Philadelphia Mixer.	Carrie Carden	Need to review this language carefully; some of it appears to require a gear drive designed by the mixer manufacturer and excludes commercially available gear drives. PMSL estimates that this change of language could result in a 20 percent savings.	\$3,000	Yes, it should be feasible.	Recommended.	Go, Carrie will ask master spec owner about this	\$0
139	Section 11370 - Multistage Centrifugal Blowers and Accessories. According to TDH Company, one company represents both of the listed blower manufacturers, so that company was able to name its price. Consider modifying the list of manufacturers to allow more competition.	Brian Karmasin	The specification lists Hoffman and Continental.					

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
140	Consider pre-negotiating or pre-selecting major equipment in order to lock in prices and reduce the amount of packaging that could happen. (Suggested by TDH Company)	Carrie Carden					Go, do our best to eliminate packaging	\$0
141	BNR Basin Aerator Shaft Extension - Consider allowing third parties to provide these extensions. (Suggested by Kazmier & Associates and Philadelphia Mixer)	Brian Karmasin	The drawings call for the mixer manufacturers (Ovivo and WesTech) to provide these extensions in order to ensure unity of responsibility. If a third party provides these extensions, there is a high potential for finger-pointing.	\$0	Yes, it would be feasible.	Not recommended	No Go on third party part. Go on prenegotiation of prices for the shafts and include them as pre priced bid item.	\$10,000
142	Deleted - Not Used.							

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
143	Adjust the material requirements so they do not have to be the "best of the best." Noted by Judy/Smith JV. For example, much of the piping and supports have to be Type 316 SS.	Bob H.	This is more or less a repeat of other items, but the other items are specific				Repeat	\$0
144	Reduce the intensity of the photography and videography (such as video-taping O&M sessions) specification. Judy/Smith JV noted there being \$200,000 in scheduling alone.	Bob H.					Repeat	\$0
145	Somehow reduce/adjust the amount of instrumentation needed throughout the project. Judy/Smith JV noted it seeming higher than normal for a wastewater treatment plant.	Bob H.	We don't believe the project is "over instrumented" and we don't know of anything that can be removed. This is a treatment plant, so it will have a fair amount of instrumentation.				No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
146	Allow construction of buildings via Fabcon tilt-up concrete construction in lieu of concrete column beam design (suggested by Judy/Smith JV)	Justin Boggs	Not recommended for SPB due to large rotating equipment on the upper floors. Coordination with a delegate designer could be difficult to have adequate design for vibrations. Tilt-up could be used on Digester Building. Savings shown for Digester Building only.	400k	Likely not feasible by June	Savings could be significant but building façade would not be consistent with other buildings.	No Go	\$0
147	Somehow reduce the intensity of the pipe supports/hangers specification. Judy/Smith JV noted there being over \$1 million in just the associated material and engineering.	Tom Nangle	See items 82 and 83 for design requirements.				Repeat	\$0
148	Allow alternate material of construction for pipe supports (currently, all pipe supports are specified to be Type 316 SS).	Tom Nangle					Repeat	\$0
149	Potentially take designing anchor bolts for all equipment out of the Contractor's scope.	Process Design Team	This needs to be in the contractors scope (really the equipment mfg. scope) because the forces that the bolts will see are dependent on the equipment.				No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
150	Reduce the necessity of providing at least two years' worth of lubricants for various pumps and equipment.	Carrie Carden	See response to Item No. 64. We will be reducing spare parts and lubricants to those needed for the first one to two years of operation.				Repeat	\$0
151	Somehow reduce the intensity of the AIS requirements (Judy/Smith JV noted that this added 25% - 30% to their costs).	Bob H.	Can't do anything about this.				No Go	\$0
152	Section 15066 - Reduce or eliminate the torque testing requirement for all flanged bolts on flanged piping.	Bob H.					No Go	\$0
153	Allow Contractor to use their own equipment installation staff, instead of requiring them to go hire a true millwright.	Bob H.	Research this	This could be a significant savings if allowed.			No Go for now, but research to see if the specifications are potentially too stringent.	

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
154	Use chemical enzymes to start up the plant.	Bob H.					No Go	\$0
155	Have the Owner perform the demolition early, perhaps even before the re-bid (Judy/Smith JV noted there being over \$2.5 million in demolition, with hauling being the greatest expense).	Bob H.					No Go	\$0
156	Leave the demolition material on-site, or re-use it for bedding.	Bob H.					No Go	\$0
157	Adjust the 6-month UV testing period (during the construction sequencing) so that the associated bypass period is not so long.	Carrie Carden	Research this				Go, research	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
158	Somehow adjust/reduce the heat tracing and insulation requirements (Judy/Smith JV noted that this alone was over \$1 million).	Bob H.	Pouliot: Defer to Carrie. There is very minimal heat tracing on the HVAC and Plumbing drawings. Heat tracing and insulation requirements in Sections 15250 and 15257 are consistent with past projects. This project does include a considerable amount of heat-traced and insulated FOG piping that could be eliminated if we delete the FOG system.				No Go	\$0
159	Section 11282 Stop Logs - Change frames from stainless steel to coated carbon steel. Some savings. (Suggested by Alfa Laval/Ashbrook)	Carrie Carden	Stop logs are to be installed at the UV system effluent box and in the UV Influent Diversion Box. Making the frames coated carbon steel makes them a maintenance item. Minimal savings.	\$1,000	Yes, it would be feasible.	Not recommended.	No Go	\$0
160	Section 11282 Stop Logs - If the same 60" logs can be used in both the UV effluent box and the UV Influent Diversion box, there could be a big savings. (Suggested by Alfa Laval/Ashbrook)	Carrie Carden	It may be necessary to have both stop logs in place at the same time before the new UV system is placed into service. It may not be practical to have the stop log vendor provide two frames and one set of logs.	\$0	Yes, it would be feasible to modify the specs and drawings.	Not recommended.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
161	Section 11282 Stop Logs - If the 12" logs could be changed to a larger height such as 24", this would result in fewer logs and a good savings. (Suggested by Alfa Laval/Ashbrook)	Carrie Carden	Alfa Laval/Ashbrook says their 5'x12" log weighs approximately 230 pounds, and the 5'x24" log weighs approximately 350 pounds. If the intent is for operators to install the logs with the assistance of a hoist or boom truck, then this should not be a problem. These stop logs should not be used very frequently at all, if ever.	\$2,500	Yes, it would be feasible to modify the spec.	Recommended.	Go	\$2,500
162	Section 11282 Stop Logs - The specs call for two service trips. Each start-up trip costs \$4,800. If all stop logs could be checked at the same time, we could remove one trip at \$4,800. (Suggested by Alfa Laval/Ashbrook)	Carrie Carden	The specification combines slide gates, weir gates, and stop logs. Two service trips are likely to remain necessary for the slide gates and weir gates, as they may not all be ready at the same time. However, both of the stop logs are in the same area (the UV system and Influent Diversion Box). It seems reasonable to allow the stop log vendor to combine his trips.	\$4,800	Yes, it would be feasible to modify the spec.	Recommended.	Repeat	\$0
163	Section 11332 - Consider eliminating the spare washer compactor screw. (Suggested by JWC Environmental)	Jon Lapsley	Minimal impact - spare part	\$10,000	Easy	Remove this requirement from spec	Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
164	Section 11335 - Consider removing the knife gates and discharge chutes from the screen scope. These can be purchased locally at a savings. (Suggested by JWC Environmental)	Jon Lapsley	Minimal impact to design but risk of issues in construction - suggest we retain this for single point responsibility for system to function properly between screen, sluice, chute, and compactors	\$10,000	Easy	Not recommended	No Go	\$0
165	Sections 11332 & 11335 - Consider a single common control panel instead of five individual panels. (Suggested by JWC Environmental)	Jon Lapsley	Moderate impact (spec change, P&ID change and electrical drawings). Would not suggest 1 panel - at a minimum 2 panels (one for screens and one for compactors). Results in single point of failure for equipment if panel goes out. Consider stocking spare PLC?	Reduce from 5 to 2 panels = ~\$30,000	Easy	Recommended if operations is acceptable	Repeat	\$0
166	Section 11363 - Specified spares list is extensive including PLC hardware. We recommend spares to include only a complete set of fuses for each machine. (Suggested by Alfa Laval)	Carrie Carden	I think we will need more than just spare fuses for the centrifuges - the City will need spare belts, lubricants, etc., at a minimum.	\$0	Yes, it would be feasible.	Not recommended.	Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
167	Section 11363 - Main power disconnect is specified with a flanged operator. A higher cost flanged style enclosure and disconnect operator is required to meet this. We recommend the Connect Design disconnect which includes a lower cost, through-the-door rotary operator. (Suggested by Alfa Laval)	Spencer Perry	This is the motor starter panel for the centrifuges. There are 3 panels. The cost to change to a rotary operator for the 200A Circuit Breaker would be acceptable as long as it is recommended by the manufacturer.	\$3,000	Yes, it would be feasible.	Recommended.	Go	\$3,000
168	Section 11363 - Specifies CompactLogix PLC CPU model 1769-L33ERM. We recommend the Connect Design, which includes the lower cost CompactLogix 5069-L310ER CPU. (Suggested by Alfa Laval)	Scott W.					No Go on L310, but Go on L33ERM to L33ER	\$20,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
169	Section 11363 - Specifies a fully managed Ethernet switch, fiber optic equipment, patch panels and cords per Section 13321. However, Drawing E-27 depicts a CAT6 Ethernet cable connection. The Connect Design includes a lower cost unmanaged Ethernet switch. If a fiber connection is not required, we recommend providing an unmanaged Ethernet switch for plant communications. (Suggested by Alfa Laval)	Scott W.					Go on elimination of fiber between in building panels. Go on changing managed switch to unmanaged switch	\$2,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
170	Section 11363 - Specifies witnessed shop testing for centrifuge and controls. This is additional labor and materials cost for three machines. We recommend customer consider independent unwitnessed factory tests for centrifuge and controls systems. (Suggested by Alfa Laval)	Carrie Carden	See response to Item No. 69.	\$0				
171	Section 11363 - Alfa Laval requests that the model nomenclature be changed from ALDEC G3-95 to ALDEC. The ALDEC design is similar to the product proposed by Andritz on bid day.	Carrie Carden	Have requested information on Alfa Laval's recommended ALDEC model and will evaluate.		Assuming prompt receipt of design information, it would be feasible.		No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
172	13240 – Delete requirement for replacement media for Hydrogen Sulfides and Siloxane tanks. Replacement valve for each type and size valve.	Tom Nangle	We could eliminate replacement media, with the Town ordering it themselves. The media probably costs about \$50,000, so the delta on the GC's markup will be around \$10,000. Recommend keeping spare valves for the system, given the critical nature. There is a possibility that replcaement media will be needed prior to the Owner taking over control of the gas treatment system; it would be more convenient if the Contractor handled the first media changeout.	About \$10,000	Spec change, easy to make in available time.		No Go on media change elimination, Repeat on valve	\$0
173	Evaluate using steel tanks for WAS and Digester Tanks	Tom Nangle					Tentative No Go	
174	Can Digester coatings and insulation be reduced?	Tom Nangle					Tentative No Go, except look at depth to which coatings go	

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
175	Review requirements with the two listed prestressed tank manufacturers	Tom Nangle	There were enough questions during bidding that this should be done to make sure we have good competition next time around. Should send specifications to vendors and then discuss.	Should have value, but difficult to quantify since it is a competition thing.	Feasible	Recommend doing this.	Go	\$0
176	Revise the coating spec to allow galvanized for the pre-engineered weather canopy (13120)	Tom Nangle					No Go, but discuss amount CDM experts to see if can be lessened.	\$0
177	If City has their own boom truck or RT crane, they could eliminate (7) davit cranes.	Carrie Carden	The specified davit cranes are for the digesters and the EQ tank. We can check with the City, but I'm not sure their equipment will have the needed reach.				No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
178	The overhead crane and monorail quotes varied wildly. Several manufacturers stated that the specifications were confusing, contained significant overkill, and some of the listed manufacturers were no longer in business. Example: Motor-operated hook swivels specified are non-standard for anything less than a 50T crane, but the specifications required for them on small load cranes.	Carrie Carden	We will review the need for motor operated hooks and check into the listed manufacturers.	\$10,000	Yes, it should be feasible to do this research and modify the spec.	Recommended.	Go - Clarification	10000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
179	Review HVAC requirements. Per subcontractor, specification was very stringent and AIS requirement significantly increased pricing. Similar Points on sole sourced equipment.	Paul Pouliot	Refer to the response to item 89 for the stringent specifications and sole sourced equipment. AIS requirements to be addressed by Zack.	Refer to the response to Item 89.	Refer to the response to Item 89.	Refer to the response to Item 89.	Refer to the response to Item 89.	
180	Review fire sprinkler system, use one fire system for the whole building in lieu of one for each floor. Code requirement?	Paul Pouliot	Refer to the response to item 130	Refer to the response to item 130	Refer to the response to item 130	Refer to the response to item 130	Refer to the response to item 130	
181	Change stainless steel odor control duct to FRP.	Paul Pouliot and Bruce Singleton	This does not make sense. It is our experience that single wall stainless steel ductwork is significantly cheaper than FRP. Refer to Item 115.	Refer to the response to item 115	Refer to the response to item 115	Refer to the response to item 115	Refer to the response to item 115	

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
182	15140: For ease of constructability switch the HSS pipe supports on the outside of the digester building from HSS to W8 x 31 or something similar. There's some cost savings but connecting the pipe support clamps/U-bolts will be a lot easier as well.	Tom Nangle	If there is a cost savings in materials by changing the shape and that also makes it easier to connect clamps/bolts, then that has to reduce the installation labor cost as well.				Go, to be reviewed and implemented if acceptable to disciplines	\$10,000
183	15140: Change Stainless Steel pipe supports to galvanized	Tom Nangle					Go, may be a few places where we don't want to change. Also look at aluminum for lighter stuff	\$100,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
184	15500: Allow other manufacturers (narrow spec)	Paul Pouliot	Refer to the response to item 89.	Refer to the response to item 89.	Refer to the response to item 89.	Refer to the response to item 89.	Refer to the response to item 89.	\$0
185	I&C - Minimize spare parts requirements.	Carrie Carden	We can eliminate some or conceivably all spares. PLC spares for Collection & Distribution were left in 13311 (2.11.C) and these can definitely be removed.	\$20,000	Yes, it would be feasible.	Recommended at least in part.	Global Go, Repeat	\$0
186	I&C - Shorten durations of startup/training requirements and commissioning/functional testing.	Scott W.	Startup and Testing: In general, the testing is indispensable. The SAT (a.k.a. "30-day test") could be shortened or deleted, but the effort from PCSS is minimal. Testing: The City is getting brand new-to-them PLCs and HMI, so we cannot trim much. All training is defined as by PCSS not by manufacturers, so it is mostly labor/travel.	\$10,000	Yes, it would be feasible.	Not recommended.	No Go	\$0
187	I&C - Allow alternate instrumentation equipment to be supplied.	Scott W.	Multiple manufacturers and equals are permitted on most items already. Where they are not, there are reasons.	\$0	Yes, it would be feasible.	Not recommended.	Go, Do what we can to identify other equals	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
188	I&C - Reduce warranty period, specifically for Fiber Optic Cabling (20 Yrs).	Scott W.	Corning standard warranty is one year. Practically speaking, once properly installed and not disturbed, fiber optic cable can last indefinitely, and warranty is not a priority. Warranties on other items would need to be evaluated case-by-case.	\$250,000	Yes, it would be feasible.	Recommended.	Go, but check on actual extra cost of fiber optic warranty. This was checked and won't net much. Leave as it is.	\$0
189	I&C - Combine PLCs for smaller areas.	Scott W.	While possible, this would require extensive modification of wire and conduit across the plant, which would more than offset savings in PLC and panel hardware.	\$0	No, it would not be feasible.	Not recommended.	No Go	\$0
190	Minimize spare parts re	Carrie Carden	We can eliminate some or most spares in Division 16, with the understanding that the owner will stock what is necessary and purchase others as needed. This number includes the savings for item 191.	\$150,000	Yes, it would be feasible.	Recommended.	Go, Repeat \$75K now part of Global item	

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
191	16345: Delete spare part cash allowance items specific to DIV 16 (16345-1.08, \$10,000 in addition to list of spare parts).	Spencer Perry	With owner approval, we can delete the \$10k allowance, or the spare parts list or both and clarify that the list is for each size of VFD. Eliminate spare parts and establish an allowance overall for the project. City can shop during construction/startup on allowance. Require each vendor to provide a suggested list.	\$12,000	Yes, it would be feasible.	Recommended.	Go, Repeat \$75K now part of Global item.	\$0
192	Delete requirement to include EXTRA electrical conduit in base bid (16000 1.01 – S).	Spencer Perry	This requirement can be deleted or included in a different allowance.	\$35,000	Yes, it would be feasible.	Recommended.	Go - Eliminate fund	\$35,000
193	Can we minimize or relocate panels, instruments, motors, fitting, etc. out of explosion proof areas?	Spencer Perry	This has been accomplished to the extent possible. There may be some locations that can be revised to reduce the electrical classification of equipment enclosures. This will require further investigation.	\$50,000	Yes, it would be feasible.	Recommended as long as there are no negative impacts.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
194	Allow PVC conduit within concrete slabs and below grade for I&C wiring. As it is now, the specs call for aluminum with bituminous coating in concrete and below grade. (16110 3.01 and 3.04).	Spencer Perry	This is a duplicate of Item No.9.				Duplicate	\$0
195	Reduce warranty periods to 1 Yr – all of DIV 16 – there are several sections that have 2-5 yr warranties specified.	Spencer Perry	This will need to be investigated on a case by case basis, but we can likely reduce the warranty period to 1 year. This includes Gate Access Control System, RVSS, VFDs, and Switchgear.	\$30,000	Yes, it would be feasible.	Recommended.	Go in some form. Work with City	\$0
196	DWG ED-4: Eliminate sump pumps in every electrical box.	Spencer Perry	This is a duplicate of Item No.18.				0	\$0
197	Delete concrete pad detail for conduit floor penetrations (16110 3.04 and detail on ED-2).	Spencer Perry	This is the 'housekeeping pad' requirement for free standing panels.	< \$10,000	Yes, it would be feasible.	Not Recommended.	No Go	\$0
198	Open up competition on process equipment by not sole-sourcing equipment	Carrie Carden					Repeat	\$0

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199	Size of “trade” packages eliminates competition due to available resources and financial capabilities including bonding. Split the job into two separate projects.	Bob H.	Splitting into two separate project increase overhead, but will create more competition at all levels. My gut says that there is probably \$10 million in extra cost between the electrical and building mechanical (just a guess). But, the increased overhead and engineering would probably reduce this savings by a couple million.	\$7 million	Can't be done in the current schedule.	Recommend doing if the schedule can be increased.	To be revisited	
200	Re-advertise the project as a CMAR project.	Bob H.	To be discussed.				No Go	\$0
201	Don't touch the \$4M Owner Contingency. At \$152M, a 2% contingency is probably “low” and probably enough if it were \$100M.	Bob H.	Agree with leaving the contingency alone. No change is necessary.	\$0	No change necessary	No change necessary	Agree	\$0
202	Simplify the biosolids building into a more straightforward building, possibly removing the lab & control.	Justin Boggs			Not feasible by June but revisions to the SPB layout could be significant (multi-million)		Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
203	Confirm with the Department of Labor what the appropriate wage determinations are.	Zack Daniel	Already addressed in another item.				Repeat	\$0
204	Delete the requirement for the GC to purchase the builder's risk insurance. No reason the City couldn't provide this and still have the same level of protection. Delete Owner's Protective Policy requirement.	Bob H.	Need opinion from Shauna				Send question to Shauna. Done, and Shauna recommends No Go	\$0
205	Delete the Owner's Protective Policy requirement.	Bob H.					Send question to Shauna. Done, and Shauna recommends No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
206	Remove requirements for added schedule times, such as the float added in Section 01014 1.04.04 for BNR repairs. The Contractor could deal with the time extension as needed.	Bob H.	The schedule items are necessary. Each of the items where we require float in the schedule have real time impacts that need to be accounted for.	\$0	Changing isn't an option	No change	No Go	
207	Delete the requirement for the demolition of the ATAD System to be a requirement of Substantial Completion, rather than Final Completion (confirmed in Addendum).	Bob H.	I'm not sure what they are talkin about here. I cannot find in our specifications where we mention the timing of the demolition of the ATAD reactors. I think they must confusing it with something else.	\$0	If there is a change it would be no problem to make	Talk to Garney and figure out what this is and take action if it makes sense.	Research	
208	Shorten the durations of start-up, training, comissioning, and functional testing.	Carrie Carden					Repeat	\$0
209	Convert the FOG to biofuel that could be used for plant vehicles.	Bob H.	I judge this to be outside of the scope of items we want to consider in this exercise.	\$0	Not feasible	Not recommended	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
210	Can the Solids Facility, or portions thereof, be relocated to inside the fence line of the existing facility on the West corner? Minimize piping, ductbanks, earthwork, etc...	Bob H.	Their thought was to reduce cost by shortening the connecting pipes, duct banks, cabling, etc. I think any savings would be more than offset by engineering cost. Plus moving it closer would take the currently unconstrained biosolids schedule and add constraints making it more expensive to build.	\$0	Not feasible in the time period	Not recommended	Revisit if schedule is extended	
211	Remove the means and methods requirement for bypass pumping for the construction of the BNRs (Section 01014 1.05.D.4)	Bob H.	This is responded to in another item				Repeat	\$0
212	SPEC 01014: Eliminate requirement for ABW 1 to be in service for early start of new UV (01014-1.05.G.4 in Addenda #10).	Bob H.	I'm not sure I understand their logic. ABW filters 2 and 3 must be demolished in order to build the new UV system which is in their footprint. The patching and repiping of ABW 1 almost has to happen concurrently with the UV construction.	\$0	If there is a change it would be no problem to make	Talk to Garney to get a better understanding of their concern and take action if it makes sense.	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
213	Delete requirement for contractor to pay for temp power throughout plant. Requires temporary drops for bypass pumping, temporary heating, etc.....use existing plant power.	Bob H.	The problem is that we don't know whether the existing electrical system can meet the temporary requirements at each location. So, if we changed the specification to say they can use the existing system and it isn't adequate we will probably have a claim. I suspect that temporary drops will be required to meet any bypass pumping requirements and I'm not sure it makes sense for the City to get involved in that.	Potential Liability	Not a problem, but don't recommend doing it.	Recommend against	No Go	\$0
214	Review shutdowns/bypassing with plant personnel to reduce bypass pumping cost. Example: What options are there for schedule and bypassing of the Effluent Flow Metering Box.	Bob H.	Their intent was to talk to the plant staff prior to bidding to get them to bless alternate plans. This would get interesting because we would need to open this option up to all contractors. If it happens prior to bidding, then how would you identify all interested contractors? In addition, I would caution against allowing any plan to be formulated without both the engineer and operators involvement. A process like this would have to get very specific to protect the City and would burn lots of time and money. I'm not sure it would be a net positive.	\$0	I don't think this is feasible.	Recommend against	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
215	Eliminate or reduce the detail in the photography specification, Section 01322.	Bob H.	This is responded to in another item				Repeat	\$0
216	Reduce the requirement for video taping of training.	Carrie Carden	This is video taping associated with training. Reducing the requirements could result in poor quality or unusable training tapes.		Feasible, but not recommended	Not recommended	No Go	\$0
217	Section 02576: Change the asphalt patching detail from 10.5" of asphalt to a less amount (2.5" - 5.0")	Tim Haggard	I don't find a detail that shows 10.5" asphalt patching or close. We'll need to talk to them on this.		Not a problem to get done in time period	Talk to Garney and figure out what this is and take action if it makes sense.	No Go, but investigate to verify this is really a non-existent issue	\$0
218	Leave the construction stone access road in place after completion.	Tim Haggard	24' W X 12" deep X 1500' long = 1333 CY to be removed and hauled off plus grading and restoration. Might be good access to north solar panels.	\$50,000	Not a problem to get done in time period	No strong opinion. Depends on whether City is OK with it staying.	Go, repeat	\$0
219	Allow permanent stockpiling of clean excess fill onsite.	Tim Haggard	See analysis under separate item.				Go, see other items	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
220	Allow for the use of on-site crushed concrete from the demolition of structures to be used as either road base or stone under structures.	Tim Haggard	Brian indicated that there is a long gravel access road to one of the remote pump stations that maybe could use the crushed concrete. However, it would have to be hauled there. It would probably be less expensive to haul off uncrushed concrete to disposal. However, we might be able to make the road to the digesters gravel (crushed concrete) rather than paved. Might be other uses as well. This would be an extremely noisy operation. The guess at savings has no firm basis at this time.	\$50,000	Not a problem to get done in time period	Recommend doing it if there are enough reaonable uses and if the noise can be tolerated.	No Go, Repeat	\$0
221	Section 02213: Change the rock and over excavation to a unit price allowance.	Tim Haggard	This would eliminate some contractor risk and conservatism, but we would end up being conservative on our calculations to establish the unit price item quantity. So, the number would stay the same or increase. In addition, monitoring of this would be a chore.	\$0	Not a problem to get done in time period	Recommend against	No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
222	Section 02050: Demolish structure 3' below grade only where they are not obstructing a new structure.	Bob H.	There is another item that suggests eliminating demolition of structures that aren't in the way of new improvements. If we decide to do that item, then this item becomes moot. Leaving structure bottoms in place creates obstructions for future development, but it isn't the end of the world.	\$75,000	Not a problem to get done in time period	No strong opinion	No Go	\$0
223	Owner pay for vibration monitoring (with testing allowance)	Bob H.	I suggest not getting into the middle of the contractors testing.	<\$10,000	Not a problem, but don't recommend doing it.	Recommend against	No Go	\$0
224	Reduce the amount of crush stone under structures.	Justin Boggs	Could be converted to structural fill instead of crushed stone. Crushed stone provide better drainage however structural fill is acceptable per the geotech report.	200k	Feasible	Use structural fill instead of stone	No Go	\$0
225	Delete the geotextile fabric under structures.	Justin Boggs	Required where crushed stone is used beneath the structures.	Incl w/ Item 224	Feasible		No Go	\$0
226	Drawing C-35: Remove the requirement for demolishing the parking lot at the west end of the plant.	Tim Haggard	The parking lot is about 330 feet by 270 feet. Assuming that 12 inches would have to be scraped up, that would be about 3300 CY. Plus regrading and revegetation.	\$100,000	Not a problem to get done in time period	Recommend doing it.	Go	\$100,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
227	Review the ESC Plan; the erosion plan was a large number. Is erosion matting necessary?	Tim Haggard					Go, the plan will be reviewed	\$0
228	Remove the stone ground cover around the solids area.	Tim Haggard					No Go, probably not worth messing with	\$0
229	Eliminate requirement to demo SWW JBOX or reroute the piping (Dwg. C-20) If the box is in bad shape structurally, would it be cheaper to rehab box or 'beef it up' rather than install all that new pipe.	Tim Haggard	I think this box was recommended for demolition because the hydraulic grade line in the box is going to go higher than is comfortable when we start putting extra flow through the box.	\$10,000	Not a problem, but don't recommend doing it.	Recommend against	No Go	\$0
230	Several demotion details require chipping out concrete sections to preserve existing rebar. Is it possible to saw cut and drill and epoxy dowels?	Justin Boggs	The particular members being modified do not have sufficient thickness to provide adequate capacity for drilled and epoxy reinforcement. Selective demolition is required.				No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
231	Minimize the asphalt paving. Install gravel drives in the solids area, with a future plan for paving.	Tim Haggard	We could potentially change the road that loops around the back of the digester building to the digesters to gravel.				Go, this will be investigated	\$15,000
232	Have the foundation of the solids building be on the same level and continuous rather than chopped into small pieces at different elevations.	Justin Boggs	Solids Building is built on varying fill however, is possible to combine some footings and revise some elevations.	25k	Feasible	Revise Footings only if other changes are made to the SPB	Go	\$25,000
233	Section 03180: Delete these coating requirements entirely. Allow Contractor to incorporate admixture.	Justin Boggs	CDM Smith does not have experience with this product and is wary of long-term performance. Removal of coatings from the Headworks, WAS Storage and Digesters Tanks could subject the concrete surfaces to attack from H2S gases and cause short-term deterioration of the concrete. CDM Smith practice is to coat covered structures at the head of the plant, since H2S gases are trapped under the covers. However, the existing Headworks Structure is not coated and concrete is in good condition. New Headworks Structure is also odor controlled, mitigating the H2S trapped above the waterline.	200k (Headworks) 500k (Digesters and WAS Storage - Prestressed Tanks)	Feasible	Remove epoxy coating from Headworks structure. Further investigate removal of coatings from Prestressed Tanks. Slight changes to concrete mix design to reduce porosity.	Go - Investigate experience of admixture with precast and cast in place. City is comfortable with headworks regardless.	\$200,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
234	Section 03350: Delete the floor hardener.	Justin Boggs	Floor hardener provides a durable, sealed concrete surface to floors	100k	Feasible	Not recommended	No Go	\$0
235	Section 03350: Delete the Xypex coating.	Justin Boggs	Xypex coating will prevent moisture from entering the habitable spaces of the Headworks structure.	100k	Feasible	Not recommended	No Go	\$0
236	Allow the digester building and the electrical building be pre-cast concrete or pre-engineered metal.	Justin Boggs and Michael Alford	Pre-engineered metal for Digester Building would likely still require brick veneer façade to coordinate with other buildings. Savings shown consider metal building for digester. Switching the electrical building to precast has little discipline impact.	125k (Electrical) 250k (Digester)	Feasible	Recommended for Electrical Building	Go on electrical, but work out actual details. No go on digester	\$125,000
237	Section 04200: Details call for rigid insulation in the cavity between CMU and brick in addition to every core (not filled with grout) be filled with a rigid foam insert. Delete the foam core insulation. Spray-applied foam core insulation is more cost effective if cores must be foam-fill insulated.	Michael Alford	Interior walls separating process and process remove foam inserts. Walls between conditioned and process keep foam inserts. Also allow spray foam core insulation where we keep inserts.	\$1/SF			Go	\$5,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
238	Section 04200: Delete 3" rigid insulation between brick and block.	Michael Alford					No Go	\$0
239	Section 04200: Details call for "mortar mat" to be constructed in cavity between rigid insulation and brick veneer. Delete this requirement. (Note: the specs didn't call for this, but shown in detail)	Michael Alford	Full height mortar mat can be deleted and only use a weep hole protection system at the base of the wall. RPR and field inspection team will need to closely monitor the masonry construction to make sure that mortar is not filling air space.	\$30,000	Feasible	Recommended	Go	\$30,000
240	Switch the steel handrail at the pan filled stairs in the Solids Processing Building to Aluminum handrail.	Justin Boggs and Michael Alford	None	25k	Feasible	Easily achieved, revise	Go	\$25,000

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
241	Section 05210: Upon unit price analysis, it looks like precast roofing systems are about \$20/sf cheaper than steel joist w/corrugated decking and modified SBS roofing. Consider using precast roofing system for Digester Building.	Justin Boggs	Roof system is less expensive, however, will require concrete tie-beams at bearing elevation, reducing savings.	100k	Feasible	Revise only if other changes are made to the Digester Building	Go	\$100,000
242	Secton 07115: Possibly delete the below-grade waterproofing membrane. Unless it's a finished space on the interior side of the way, this serves no purpose.	Justin Boggs and Michael Alford	For the electrical building, moisture through the slab could be an issue with the electrical gear. Both the digester building and solids building have electrical rooms on the first floor where moisture through the slab could be an issue with the electrical gear.	\$20,000	Feasible	Not recommended due to the sensitive nature of the electrical equipment on the first floor of all buildings.	Go except for occupiable spaces, WAS tank and digesters	\$5,000
243	Section 07210: Delete below-grade freeze protection. This is completely unnecessary.	Michael Alford	Perimeter is not required per the energy conservation code and can be deleted from the project.	\$30,000	Feasible	Not a code requirement so it can be removed.	To be researched	

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244	Section 07552: A single-ply membrane roof is significantly more cost effective than an SBS modified built-up roof, which is an older construction method and limits subcontractors that can quote the project. Potential 40% savings on roofing by allowing a single-ply membrane roof.	Michael Alford	Both roof systems are good roof systems if designed, installed and maintained properly. Built up roofs tend to be easier to modify in the future. Single ply is an acceptable alternative Notes from meeting with City - Look at what we would recommend and compare against SBS to come up with a cost savings to run by the City. Do the single ply as a deduct alternate on the bid form.			Recommend to include Single Ply roofing system as a deductive alternate	Go	\$35,000
245	Section 08111: Look at alternative materials, such as all steel painted doors & frames, or FRP.	Michael Alford	Painted Steel doors will require continual painting and most likely still will not hold up to the corrosive nature of these buildings. The majority of the doors on the project are FRP.			Recommended changing the few aluminum personnel doors to FRP	No Go	\$0
246	Section 08330: Eliminate fire shutters (are they needed?)	Michael Alford	There is only one fire shutter on the project and it provides protection for a window in a fire rated wall so that the centrifuge panel room with electrical equipment does not need to be sprinklered.			Not recommended	No Go	\$0
247	Section 08331: Delete motor operators and control stations.	Michael Alford	This would be an operational issue to be reviewed by the owner. It would be quite an effort to open the roll-up doors manually	\$2000/door		Not Recommended	No Go	\$0

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248	Section 08710: The hardware finishes on the closures et. al. were expensive. Look in to cheaper, alternative finish options.	Michael Alford	This is a corrosive industrial enviroment and the finishes specified are in an effort to make building systems last.			Not Recommended	No Go	\$0
249	Section 09300: Delete tile and go with a finished concrete surface or a type of laminate.	Michael Alford	Laminate floor material would not hold up well to the solids building environment. Laminate requires maintenance to seal the floor in the future. Tile is a durable product that does not requirue routine maintenance.	\$2,000		Not Recommended	No Go	\$0
250	Section 09671: Product specified is LEED certified. Allow use of a non-LEED certified coating that attains the same surface coating.	Michael Alford	There are no requirements in the specificalton for LEED. The product specified may meet low VOC requirements and recycled content but is not requiried. We will reivew the material specificalton and make sure the requiriements are clear.		Feasible	Material Product to be reviewed and specificalton updated as needed	No Go, but check specs	\$0
251	Delete or delay processes such as CHP and THP.	Carrie Carden						

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252	Minimize spare parts. Excessive spare parts in most specification sections (for example, Section 11254 requires 2 spare pumps).	Carrie Carden	Through group discussion with City we agreed to eliminate spare parts in the specifications and instead require the manufacturers to supply a spare parts list with pricing, lead time, etc. A general project-wide spare parts allowance will be established and the City will pick and choose what they want during construction.				Go	\$250,000
253	Delete the requirement to provide 1- or 2-year supply of oils & lubricants. Allow the Owner to work with a local lubricant supplier to review overlapping usage and keep lubricants in stock.	Carrie Carden					Repeat	\$0
254	Minimize factory witness testing requirements.	Carrie Carden					Repeat	\$0
255	Eliminate 5 year warranties.	Carrie Carden					Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
256	Have all VFDs furnished by Allen-Bradley, not be by each individual equipment manufacturer, or further define A-B requirements. Due to distribution of VFDs amongst multiple equipment packages and A-B being unable to clarify which equipment manufacturers would get what quantity of VFDs, spare parts (16370 – 1.06, \$20,000 in addition to a full 5-year supply of spare parts), manufacturer services, and testing get duplicated.	Spencer Perry					-	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
257	Allow the City of Franklin to self-perform UV testing or suspended solids testing for BNRs with their own testing facilities.	Carrie Carden					No Go	\$0
258	Combine the control panels for adjacent pieces of equipment. Most specifications require one control panel for each piece of equipment (11224, 11242, 11315, 11325, 11333, 11335).	Scott W.					No Go	\$0
259	Section 01066: Delete the requirement that chemicals be purchased by contractor. The Owner could supply these through existing contracts and/or as-needed new long-term contracts that should allow negotiation of better pricing.	Carrie Carden					Go on all chems except polymer and boiler chemicals. Contrator responsible for coord with City on delivery	\$10,000

Attachment A

Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
260	Section 11265: Remove the requirement that the 6-month trial period for the new UV System be completed prior to demolition of existing UV. Delete the requirement that the Routine Effluent Quality 12-month test period be completed prior to Final Completion.	Carrie Carden	Group thoughts - Keep 6 month trial period, but allow demolition after 30 days. Eliminate demolition of old UV as part of substantial completion. Go back and understand the 6 and 12 month period. Don't make final completion of 12 months a requirement of final completion, but make 12 months end within contractor warranty period.				Go, with cavaets to the left	\$400,000
261	Section 11363: Delete the requirement for rebuild of centrifuges and service contract.	Carrie Carden					Go, already eliminated in an addendum	\$0

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Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
262	Section 11344: Delete the requirement for media replacement after one year.	Bruce Singleton	It appears that the specification section referenced by the contractor is incorrect. They may have been referring to Section 13240, Digester gas treatment system, which requires that the vendor provide and perform two media replacements during a two year period along with system inspections. We can look at this to see if elimination of these services and media can be done and still result in a reasonable solution for the City.				Go, evaluate as indicated in the assessment of impacts notes to the left	\$0
263	Review tank sizes and quantities (EQ, Digesters, chemicals).	Bob H.	Digesters and chemicals tank sizes won't change. EQ tank could change, but only if City is willing to accept more frequent collection system overflows.	\$0			No Go	\$0
264	For bolted steel tanks: Allow pre-stressed tank for biosolids storage.	Carrie Carden					No Go	\$0
265	For bolted steel tanks: Allow additional manufacturers. Products ended up being sole-sourced.	Carrie Carden					Repeat	\$0

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Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
266	Section 14240: Use "industrial type" finishes inside the elevator car.	Michael Alford	Elevator Finished will be reviewed to make sure they are industrial in nature.		Feasible	Elevator Finishes to be reviewed and specificaion updated as needed	No Go, but check specs	\$0
267	Section 15072: Use cement lined ductile iron for all pipe downstream of the clarifiers.	Bob H.					Repeat	\$0
268	Section 15072: Allow MJ ductile iron fittings with megalugs for pipe diameters 18" through 54".	Bob H.					No Go	\$0
269	Section 15072: Use Vic DIP for all exposed piping, eliminating flanges and bolt kits.	Bob H.					Go, but get expert opinions and allow for both flages and vics. Don't allow grooving in field.	\$0
270	Section 15072: Change the glass lined ductile iron to epoxy lined.	Bob H.					No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
271	Eliminate the full depth stone backfill for pipe under asphalt. Reroute large pipe (54" RWW-DI at BNRs) out from under roadway. This could save stone and re-paving.	Tim Haggard	Under roads needs to be full depth. Look to see if we can route from under roadway.				Go, no to eliminatio nof full depth but check on movement of pipes	\$0
272	Eliminate asphalt binder patch where the Contractor will cut through existing pavement.	Tim Haggard					No go	\$0
273	Install 48" BNRE into the side of the new box, allowing the line to be raised. Would minimize bypass and concrete work. Option: Run a second smaller line in lieu of complete replacement with new line.	Bob H.	My gut feeling is that this would unbalance flow, but we need to evaluate this one more.				No Go	\$0

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Evaluation and Screening of Cost Reduction Ideas

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
274	Eliminate exterior coating or change to standard exterior coating for manholes and structures.	Tim Haggard					No Go	\$0
275	Change all 316SS on the job to 304SS.	Tom Nangle					Go, we will investigate and determine if there are any places where 304 will do.	\$0
276	Eliminate the requirement for full restraint on gravity lines. Use restraint chart or only restrain fittings, not straight line pipe.	Bob H.	The number of restraints can be reduced.	Don't know	Not a problem	Recommend doing it.	Go	\$30,000

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Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
277	Look for an alternate waterline at Mack Hatcher to tie in to.	Bob H.	I recall that our modelers looked at various places to connect and decided on the selected location, so that analysis was already done. I suspect this is the current tie in location is the reasonable option. In addition, more surveying, geotechnical and engineering would be required and could cost more than the savings. Not one.	\$0	Not feasible in the time period	Recommend against	No Go	\$0
278	Confirm AIS Waiver for flange bolts & nuts, if still available.	Bob H.					No Go	\$0
279	Section 15066: Fabricated steel pipe flanges specified do not meet AIS requirements. Possible solution is to change to Victaulic or Depend-O-Lok couplings.	Bob H.					Go, Check specs and modify as necessary	\$0
280	Look into an alternative option for the suspended solids measuring devices. Right now it is sole-sourced for Valmat.	Tom Nangle and Scott W.					Repeat, Scott to look at with Tom	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
281	Look into alternative options for the digester gas analyzers. Do they have to have explosion-proof housing?	Tom Nangle and Scott W.					Repeat on first part. Go on second part - recheck locations	\$0
282	Remove the requirement for spare parts for the collection & distribution system.	Scott W.	The collection system I&C was removed from this project. This line was inadvertently left in.	\$ 10,000.00			Go, this is separate from global item because it was included in error.	\$10,000
283	Use 36 Compact Logics on just PLCs 11 & 12, and 33 on all of the others.	Scott W.		35000			Go, already our intent - clarify	\$35,000
284	Remove the requirement for motion controls on the PLCs	Scott W.					repeat	\$0
285	Reduce quantities of spare parts on field instruments.	Scott W.		\$ 8,000.00			repeat	\$0

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Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
286	Bar screens: Allow for headworks standard warranty time of 1-year (Headworks International Inc.) (Section 11335)	Jon Lapsley	Ok with me, I think this is an overarching comment. I am ok reducing to 1 or 3 years instead of 5.	\$ 20,000.00			Go, change to 3 years	\$15,000
287	Bar screens: Reduce screenfield height to 8" above the maximum water depth as this is our standard design. The spec calls for the screenfield to extend the entire channel depth of 8' while having a maximum water depth of only 3.58' (Headworks International Inc.) (Section 11335)	Jon Lapsley	Could be done but cost savings would be fairly small and extra height gives us cushion on the HGL. I don't recommend this one.			Do not recommend	No Go	\$0

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Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
288	Bar screens: Minimize spares. Headworks recommends the following minimum spares per screen: one (1) set of wiper arm wear pads (Headworks International Inc.) (Section 11335)	Jon Lapsley	Don't agree with not having many of these spare parts, we could reduce some slightly but not to their minimum in my opinion. \$10K possible with thoughtful reduction in spares.	\$ 10,000.00			Repeat	\$0
289	Washer/Compactors: Remove paint filter testing requirement. (Section 11335)	Jon Lapsley	Minimal savings and may be a requirement for landfill. Not recommended.			Do not recommend		
290	Washer/Compactors: Minimize spares. Headworks recommends the following minimum spares per washer/compactor: one (1) brush and one (1) set of wear bars (Headworks International Inc.) (Section 11335)	Jon Lapsley	Can reduce spare parts some \$15K possible	\$ 15,000.00			Repeat	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
291	Sluice Trough: Allow for alternate knife gate valves as requiring 316SS roughly quadruples the price. See attachments for recommended alternate (Headworks International Inc.) (Section 11335)	Jon Lapsley	I would be OK with this, we can spec the knife gate valve directly in 11332 and leave the Div 15 spec as is. Maybe save \$20K to go to this versus 316 SST.	\$ 20,000.00				
292	Remove the following control requirements: Operating narrative Process control strategy Factory & functional demonstration testing procedure (Headworks International Inc.) (Section 11335)	Jon Lapsley	These are important, no			Do not recommend	No Go	\$0
293	Controls: Allow for 304SS panel enclosure (Headworks International Inc.) (Section 11335)	Jon Lapsley	Corrosion resistance concern, probably an overarching discussion here and could make this change with Owner buy in. Maybe \$5-\$10K.	\$ 5,000.00			No Go, but check on value across the site and then revisit	\$0

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Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
294	Controls: Allow for ABB ACS550 Series VFD as this is the Headworks standard (Headworks International Inc.) (Section 11335)	Jon Lapsley	Are we standardizing on entire project – if so then No				No Go	\$0
295	Controls: Remove UPS and Bypass requirement (Headworks International Inc.) (Section 11335)	Jon Lapsley	No need UPS			Do not recommend	No Go	\$0
296	Controls: Remove phase monitor as the VFD will detect and fault on phase loss/imbalance (Headworks International Inc.) (Section 11335)	Spencer Perry	The phase monitors are a small cost item, approximately \$100 each. The phase monitors protect the entire control panel where the VFD will only protect the motor. Phase monitors are industry standard on 3-phase control panels.	\$ 300.00	Feasible to incorporate the change in the time frame	Not recommended	No Go	\$0

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Evaluation and Screening of Cost Reduction Ideas

Franklin WRF Rebid

Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
297	Controls: Lower short circuit current rating to 18KAIC (Headworks International Inc.) (Section 11335)	Spencer Perry	This refers to the main circuit breaker of each control panel. This is a very small cost item, approximately \$30 difference between 65kaic and 18kaic. 65kaic is a standard for circuit breakers used in industrial installations. The rating may be reduced based on the final short circuit study recommendations, but 65k is a very standard rating.	\$ 90.00	Feasible to incorporate the change in the time frame	Not recommended	No Go	\$0
298	Controls: Allow for standard warranty time of 1-year (Headworks International Inc.) (Section 11335)	Jon Lapsley	OK				Repeat	\$0
299	Controls: Clarify if Bar Screen Manufacturer or PCSS are to provide float switch and level transducers (Headworks International Inc.) (Section 11335)	Jon Lapsley	By screen manf – this is clear in 11335.				No Go	\$0

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Item No.	Description	Lead Staff Member	Assessment of Impacts	Guess at Savings	Feasibility of Making Change in Available Time	CDM Smith Recommendation	Go or No Go?	Guess at Value
300	Use steel framed building instead of concrete frame building for Solids Processing Building	Justin Boggs	Steel framing would be significantly cheaper than concrete frame, however connection detailing for Seismic Design Category D will limit the savings. All steel surfaces would require epoxy coating and require more future maintenance than concrete. Changes would effect every discipline.	\$ 1,500,000.00	Not feasible by June	If given additional time, and if other changes are made to the SPB, consider.	No Go	\$0
301	Have City do the water main	Tim Haggard	According to OPCC with inflation - Approximately \$600,000				Go, City investigating	\$600,000
302	Remove paving of entrance road from contract where water pipe is.	Tim Haggard	Paving and waterline up to gate on City				Go	\$200,000

Attachment B

Redesign Change Log

Franklin WRF, Redesign

Item No.	Lead Team Member	Brief Description of Challenge or Opportunity	Brief Description of Actions Taken	Drawings Changed	Specs Changed	General	Civil	Arch.	Struct.	Proc. Mech.	HVAC	Plumb.	Elect.	I&C
1	Lapsley	Spare Parts	Revised spare parts to be an allowance for overall project		Many					X				
2	Carden	Bidders and vendors identified the scope of spare parts as a significant potential cost savings.	Eliminated the spare parts requirements from all specifications, except those where spare parts are required by code. Manufacturers will provide lists of spare parts with pricing at the time of shop drawing submittal. The City will select parts to be purchased using funds in Allowance Item No. 9. Special tools and lubricants (first fill and post-break-in fill) will remain in the Base Bid.	none	Many	X			X	X	X	X	X	X
3	Huguenard	The previous drawings and specifications include a lot of 316 stainless steel supports. Cost could be dropped by going to 304 SS, galvanized, or aluminum.	Discussions were held with one of CDM Smith's corrosion experts. Going to galvanized steel was determined to be acceptable. SS will look better longer and probably hold up longer, but in the majority of cases galvanized will hold up well. Supports will be changed to galvanized except near hypochlorite tanks and feed.	Many	Many					X	X	X	X	
4	Huguenard	The previous drawings and specifications show all most if not all of the electrical and I&C panels/cabinets as 316 SS. Cost could be dropped by going to 304 SS.	Based on discussions with the corrosion expert, outside panels/cabinets will be changed to 304 SS, inside will stay 316 SS. Panels near hypochlorite will be changed to Fiberglass with a post fabrication UV resistant gel coat.	Many	Many					X			X	X
5	Carden	Bidders and vendors identified manufacturer's service requirements as a significant potential cost savings.	TBD pending review of spreadsheet and recommendations	none	Many	X		X	X	X	X	X		X

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6	Carden	The team decided to insert consistent warranty terms into the specs after bidders commented on the warranty start dates.	Warranty terms now define Substantial Completion as Partial Substantial Completion of the process for which the equipment has been furnished. Most warranties are for one year from Substantial Completion. Some multi-year warranties were reduced. For systems with complex warranty requirements, inserted the definition of Substantial Completion but left the rest of the paragraph unchanged. Also strengthened the definitions in Section 01740.	none	Many	X		X	X	X	X	X	X	X
7	Perry/Sanchez	Review electrical equipment specifications to make sure at least three suppliers can provide all of the equipment.	Section 00300 was updated for the major electrical equipment (i.e. Sections 16345, 16430, 16431, 16450, 16480, 16483) to make sure the same three manufacturers were listed for each the same way.		00300 All Elect.								X	
8	Carden	It was recommended to delete most laboratory equipment for the Solids Processing Building.	Reduced amount of Allowance Item 1 from \$210,000 to \$70,000.	none	00300	X								
9	Karmasin	Reps expressed concerns over some firms' ability to package.	Obtained quotations for mechanical surface aerator shaft extensions from WesTech and Ovivo, and entered the total into new Bid Item Q in the Bid Form. Added quotations as Appendix G in Volume IV of the specs.	none	00300 and 01025	X				X				
10	Huguenard	The stainless steel troughs to be installed in the clarifier influent distribution box were unintentially sole sourced.	Specifications were modified to eliminate perceived sole sourcing.	N/A	00300 11354	X				X				
11	Karmasin	Bidders noted that there was no competition in the multistage centrifugal blower specification because the listed manufacturers are owned by the same parent firm.	We changed the listed manufacturers from Hoffman and Continental to Hoffman and Spencer.	none	00300, 11370					X				

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12	Pouliot	Bidders stated that Building Mechanical equipment was "sole sourced". Based on discussions with bidders, the "or equal" requirements 00700 6.05.A were the source of this perception.	Added language in Section 00800 to help clarify or equal requirements for Building Mechanical Equipment, and listed 2-3 manufacturer's on all HVAC and Plumbing equipment schedules.	H-16, H-9, HD-1, HD-2, and P-1	00800						X	X		
13	Huguenard	The previous specifications required the contractor to dewater sludges from basin and then haul them to the landfill. Handling of sludge is expensive.	Specification section 01014 was changed to allow the contractor to screen the sludge and then pump it to one of the City's sludge storage tanks for dewatering by the City.	N/A	01014	X								
14	Huguenard	In the previous MOPO specification (01014) we required bypass pumping around the manhole just prior to the influent pump station to allow connecting the EQ return line. Keiwiitt tells us that this has a cost of about \$800K associated with it.	A proposed solution has been identified and will be discussed with the City in the review meeting. We propose moving the drop pipe inside the manhole to eliminate the need to create a low connection into this manhole and thus eliminate the need for bypassing.	C-51	01014	X	X							
15	Huguenard	In the previous MOPO specification (01014) we required bypass pumping from the new BNR influent distribution box to the BNRs. Keiwiitt suggested a solution that would eliminate the need for this bypass pumping, which was priced at about \$1.1 million.	The MOPO specification (01014) will be modified to change the constraints to allow an option of gravity splitting of flow if they can meet certain criteria.	N/A	01014	X								
16	Huguenard	The contractors indicated that there was a lot of money tied up in the bypassing of the filters for filter header replacement.	The City is looking into the potential for the regulators to allow bypassing the filters during this part of construction. Check in on findings.	M-34, M-35	01014	X								
17	Huguenard	The previous MOPO specifications (01014) had a few other constraints that could be eased a little.	Other modifications were made as necessary.	N/A	01014	X								
18	Huguenard	The previous specifications gave the Owner all control over the schedule float, which caused the contractors to add risk money to the bid.	Specification section 01310 (Scheduling) Was modified to make the float "shared" float.	N/A	01310	X								

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19	Huguenard	The cost of the scope in the photography specification was about \$280K. The intensity of the specification needed to be reduced to reduce cost.	Specification section 01322 (Photographic Documentation) was modified to eliminate portions of the photographic requirements.	N/A	01322	X								
20	Carden	Requiring the contractor to purchase chemicals represented a potential cost savings.	These requirements have been changed to state that the Owner will provide chemicals except for polymer and boiler water treatment chemicals.	none	01665, 01666, 11255, 11320, 11325, 11363, 11366	X				X				
21	Huguenard	Section 01666 (Commissioning services for the biosolids treatment system) implies that the Contractor must provide certified operators. The specification also includes other requirements that can be loosened some.	Specification section 01666 was modified to lessen the operator qualifications and reduce some other requirements.	N/A	01666	X								
22	Allen	DIP specifications on wall thickness/pressure rating were conservative.	Performed calculations to establish specific pipe class or pressure rating for each pipe system. Added table of pipe thicknesses to specification section 02616.	N/A	02616		X							
23	Allen	DIP drawing notes and specification restraining limits were conservative.	Performed calculations to establish restraining lengths for each piping system. Added table of restraining lengths to specification section 02616. Removed restraining information from drawings.	All Yard Piping	02616		X							
24	Huguenard	The previous specifications imply that DIP linings/coatings for non-potable are all concrete lined with Protecto 401 coating.	The specifications will be modified to differentiate between upstream and downstream of the clarifiers. Downstream will have to Protecto 401.	N/A	02616 15072		X			X				

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25	Boggs	Remove epoxy coating from Headworks structure. Further investigate removal of coatings from Prestressed Tanks. Slight changes to concrete mix design to reduce porosity.	Coating removed from Headworks structure and extents of wall coating changed for Digesters.	S-3, S-4, S-5, S-6, S-7	3180				X	X				
26	Boggs	Revise concrete repair specs for less expensive, fast-setting repair mortars.	Recommendation made by Sika on a different project. Confirmed the alternate material is NOT an inferior product. Savings approximately 30% on material.	N/A	03740 03471				X					
27	Alford/Boggs	Opportunity to consider other buildnig construction methods for Electrical Building	Added Precast Preengineered Concrete Building as an alternate deduct for the construction of the main electrical bulding	A-7a, A-7b, S-38A, H-7, E-58	03415			X	X		X		X	
28	Alford	All interior CMU walls included masonry-cell insulation. Not critical at the walls seperating non-conditioned from non-conditioned spaces	Only requiring CMU masonry-cell insulation at CMU walls seperating conditioned from non-conditioned spaces. 04200 includes a list of the walls required to be provided with masonry cell insulation	A-1, A-10, A-11, A-12, A-13, A-14, A-15, A-24	04200			X						
29	Alford	Masonry Cell Insulation specified to be masonry cell inserts. Opportunity to conisder the use of foamed in placed masonry cell insulation	Revised to allow contractor to select either masonry cell inserts or foamed in placed masonry cell insulation	N/A	04200			X						
30	Alford	Consider less expensive masonry cavity mortar protecton systems	removed the requirement for the full height masonry cavity morat mat	A-7, A-8, A-20, A-27, A-28, AD-3, AD-4, AD-6, AD-7	04200			X						
31	Alford	Consider use of aluminum handrail/guardrail at metal pan stairs in solids processing bldg	Metal Pan Stairs will include aluminum handrail/guardrail	A-21, A-22, A-23	05500, 05510			X	X					

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32	Alford	Bituminous Dampproofing not needed for all locations	Revised to require bituminous dampproofing only at the below grade portion the Headworks Grit Facility, Solids Processing Building and Digester Building.	N/A	7115			X	X					
33	Alford	Perimeter insulation not needed or required by code. Contractors were interpreting 07210 that it required perimeter insulation.	Clarified 07210 so that perimeter insulation is not included	N/A	07210			X						
34	Alford	Opportunity to consider other roofing options	Added Thermoplastic Polyolefin (TPO) Roofing systems as an alternate deduct for all roofing areas	N/A	07543			X						
35	Alford	Resinous Flooring specified included environmentally friendly components such as recycled glass and soy additives increasing the cost of the resinous flooring.	Revised specification to remove environmentally friendly components.	N/A	09671			X						
36	Carden	Vendors suggested that eliminating the requirement for the Engineer and/or Owner to attend factory testing would be a significant potential cost savings.	Clarified witnessed testing requirements to state that the Engineer and Owner may (not shall) attend testing, and removed requirements for the Contractor to pay the Engineer's and Owner's costs to attend testing.	none	11214, 11313, 11363, 11383, 15541					X				
37	Carden	At City's request, standardized Process specs for systems (polymer dilution units, screw presses, centrifuges, etc.) where the equipment supplier provides VFDs in their panels.	Revised specs to state that VFDs shall be as manufactured by Allen-Bradley.	none	11246, 11257, 11335, 11363, 11366					X			X	
38	Carden	Bidders asked to shorten the period between the completion of performance testing and the start of demolition of the old UV system.	We revised the spec to state that the Contractor can demolish the old UV system after the first 30 days of the 12-month Routine Effluent Quality Test.	none	01014, 11265					X				
39	Carden	Bidders questioned the significance of the UV system's six-month trial period and its relation to Substantial and Final Completion.	We deleted the six-month trial period, as it has no bearing on completion.	none	11265					X				

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40	Lapsley	Screenings Sluice Trough Knife Gate Materials	Revised specification requirement for isolation knife gates to coated carbon steel in lieu of 316 SST		11332					X				
41	Lapsley	Warranty Requirements for Screens	Reduced warranty on screening equipment from 5 years to 3 years		11335					X				
42	Whitmore	Centrifuge control panel is in same building as PLC-11 so fiber optic cable not required	Spec edited.		11363					X				
43	Carden	The centrifuge vendors pointed out that the specified fiber optic equipment in the control panels was not necessary.	Edited the centrifuge spec to change from fiber to Ethernet.	none	11363					X				X
44	Carden	Spare parts removed and replaced by an allowance	Spec edited.		All 133xx									X
45	Boggs/ Nangle	Change Pre-Engineered Canopies to galvanized steel	Specification revised		13120			X	X					
46	Sanchez	Routing of wiring for new BNR instruments suggested a new PLC/RIO to be furnished there.	New PLC-2 to be furnished.	I-3, I-18	13300, 13330								X	X
47	Whitmore	Reduce CompactLogix CPU type L33ERM to L33ER	Spec edited.	-	13311									X
48	Whitmore	Excessive warranty on fiber optic cable not required	Spec edited.		13321									X
49	Alford	Reconsider the elevator interior finishes	Interior finishes revised - luminous ceiling in lieu of metal ceiling; Door/Door Faces primed steel in lieu of stainless steel; interior plastic laminate in lieu of stainless steel; raised rubber floor in lieu of tile	N/A	14240			X						
50	Carden	Bidders noted that the bridge crane quotes varied wildly due to conflicting requirements in the spec. Also, the requirement for a motorized rotating hook is not available for cranes with a capacity of less than 50 tons.	We have broken out the light-duty (workstation) bridge cranes into their own new Section 14631 and deleted the requirements for motorized rotating hooks.	none	14630, 14631				X	X				

Attachment B

Redesign Change Log

Franklin WRF, Redesign

Item No.	Lead Team Member	Brief Description of Challenge or Opportunity	Brief Description of Actions Taken	Drawings Changed	Specs Changed	General	Civil	Arch.	Struct.	Proc. Mech.	HVAC	Plumb.	Elect.	I&C
51	Huguenard	The contractors indicate that the seismic/support engineering requirements are fairly expensive.	Changes were made to clarify materials and requirements, including support engineer requirements.	N/A	15140					X	X	X	X	
52	Pouliot	Bidders stated that seismic requirements for building mechanical systems seemed excessive.	Updated seismic requirements for HVAC, Plumbing, and Fire Protection change component importance factor to 1.0 for non-life safety systems and removed special inspection requirements for fire protection systems. Note that based on further review, it has been decided that none of the HVAC or Plumbing components are considered "life safety" in relation to ASCE-7, so all HVAC and Plumbing components will have a 1.0 importance factor. This will be updated in the bid set.		15300, 15400, 15500						X	X	X	
53	Pouliot	N/A	Deleted information for dry-pipe systems and wax-coated sprinklers which were not applicable to this project.		15330								X	
54														
55	Pouliot	Bidders stated to consider using CPVC for water piping in lieu of copper, and PVC for sanitary piping in lieu of cast iron.	Changed all water piping to CPVC. Changed sanitary piping to PVC, with the exception of the Digester Building - due to high temperature drainage.	Various Process Drawings	15410					X		X		
56	Pouliot	Allow alternate material (Type 316 SS) for exterior odor control ductwork in lieu of FRP.	Added Deductive Alternate B note to applicable drawings.	H-2 to H-5, H-8 to H-12, M-8 to M-11, M-13, M-91, M-92	15500					X	X			

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57	Perry/Sanchez	Change all 316SS on the job to 304SS.	All 316SS was changed to 304SS in the specifications and drawings. Except a General Note on Electrical Drawing E-3 was added to note that all conduit mounting equipment and panel mounting equipment used indoors at the Headworks Facility and the Solids Processing Building will be 316SS, unless otherwise noted.	E-3, E-39, E-41, E-51, E-52, E-80, ED-2, ED-3, ED-4, ED-5, ED-6, ED-7	Division 16					X	X	X	X	X
58	Perry/Sanchez	Remove or reduce the requirements for the conduit layout shop drawings.	The requirements for the shop drawing conduit layout drawings were clarified.		16000								X	
59	Perry/Sanchez	Reduce the infrared scanning of equipment requirements.	The infra-read hot spot inspection requirements in Section 16000 were revised and relaxed.		16000								X	
60	Perry/Sanchez	Warranty requirements.	The warranty requirements were revised in the Division 16 equipment specification sections.		16000, 16345, 16370, 16430, 16431, 16450, 16470, 16480, 16483, 16720, 16727, 16781	X		X	X	X	X	X	X	X
61	Perry/Sanchez	Clarify independent testing requirements.	Section 16000 requires the Contractor to employ the services of a single independent recognized power systems testing company. This independent recognized testing company will be used for all testing. This was clarified in the Division 16 equipment specifications.		16000								X	

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62	Perry/Sanchez	Delete requirement to include extra electrical conduit/wire in base bid (Section 16000, Paragraph 1.01.S).	In Section 16000, Paragraph 1.01, the extra conduit/wire requirement was deleted.		16000								X	
63	Perry/Sanchez	Warranty requirements.	The warranty requirements were revised in the Division 16 equipment specification sections.		16000, 16345, 16370, 16430, 16431, 16450, 16470, 16480, 16483, 16720, 16727, 16781	X		X	X	X	X	X	X	X
64	Perry/Sanchez	Remove the requirement of Myers hubs on gasketed enclosures on penetrations on the bottom of the enclosures. Only require sealing bushings.	In Section 16110, the option to use an equivalent sealing ring/locknut grounding type was added to the specification requirement.		16110								X	
65	Perry/Sanchez	Remove the requirement that conduit elbows be made of aluminum coated with bitumastic paint, or only require it for large conduits. Use PVC in lieu of aluminum.	The aluminum elbow requirement was relaxed so that it would only be required for conduit runs more than 100 feet in length where the risk of damage to the elbow is not the greatest. Section 16110, Paragraph 3.01, Raceway Applications was revised with a Table 16110-1 Raceway Application Guidelines.		16110								X	
66	Perry/Sanchez	Eliminate the requirement for mogul style LBs and conduit fittings for smaller conduit runs.	The requirement is intended to protect the cable during pulling. We changed the requirement so that moguls with rollers would only be required for 2-inch and larger conduits used on runs longer than 100'.		16110								X	

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67	Perry/Sanchez	Use Schedule 40 PVC in lieu of Schedule 80 PVC for conduits.	Some requirements were relaxed. Section 16110, Paragraph 3.01, Raceway Applications was revised with a Table 16110-1 Raceway Application Guidelines.		16110								X	
68	Perry/Sanchez	Use PVC in lieu of coated aluminum for instrumentation conduit that runs in slabs or concrete below grade.	Some requirements were relaxed. Section 16110, Paragraph 3.01, Raceway Applications was revised with a Table 16110-1 Raceway Application Guidelines.		16110								X	
69	Perry/Sanchez	Use a breakaway pull head in lieu of the dynamometer/tensiometer for the low and medium voltage cables.	The use of a breakaway pull head is not acceptable. Section 16120 specification requirement was relaxed for branch circuit conductors, control wiring, and shielded process instrumentation wiring. The requirements in Section 16121 for the medium voltage cables was not changed.		16120								X	
70	Perry/Sanchez	Allow specific manufacturer relays on MV switchgear to be optional.	In Section 16345, the specific manufacturer requirement for the protective relays was revised to also include or equal by switchgear manufacturer.		16345								X	
71	Perry/Sanchez	Eliminate the spare parts allowance for MV switchgear.	In Section 16345, the requirement for spare parts was revised.		16345								X	
72	Perry/Sanchez	In Section 16345, Paragraph 1.08.D, delete the \$10,000 spare parts allowance.	In Section 16345, the \$10,000 spare parts allowance was deleted. The spare parts requirements was revised.		16345								X	

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Redesign Change Log

Franklin WRF, Redesign

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73	Perry/Sanchez	Have all VFDs furnished by Allen-Bradley, not be by each individual equipment manufacturers. Check spare parts allowance.	The process mechanical equipment specifications were revised. All the standalone VFDs are to be provided by the Electrical Contractor. All VFDs will be as manufactured by Allen Bradley per Section 16370. VFDs located in local control panels by process equipment suppliers (i.e. Sections 11246, 11257, 11335, 11363, 11366) will be specified to use VFDs as manufactured by Allen Bradley. The spare parts allowance was deleted. Spare parts requirements was revised.		16370					X			X	
74	Perry/Sanchez	Eliminate the drive burn in on LV VFD.	In Section 16370, the requirement for the 4 hour test prior to shipment was deleted.		16370								X	
75	Perry/Sanchez	Allow the VFDs to be submitted in one package by the Electrical Contractor instead of requiring them to be submitted with their associated process mechanical equipment packages.	The process mechanical equipment specifications were revised. All the standalone VFDs are to be provided by the Electrical Contractor. All VFDs will be as manufactured by Allen Bradley per Section 16370. VFDs located in local control panels by process equipment suppliers (i.e. Sections 11246, 11257, 11335, 11363, 11366) will be specified to use VFDs as manufactured by Allen Bradley.		16370					X			X	
76	Perry/Sanchez	Eliminate harmonics testing, witness testing and all non-essential testing for VFDs, etc., in the specs.	In Section 16370, the requirements for harmonic testing was revised to include drives 100 HP and larger. Shop testing (4 hour burn-in) prior shipment was deleted.		16370								X	
77	Perry/Sanchez	Remove the K4 factor requirement on 3000 kVA padmounted transformers.	In Section 16430, the K4 factor requirement was deleted.		16430								X	

Attachment B
Redesign Change Log
Franklin WRF, Redesign

Item No.	Lead Team Member	Brief Description of Challenge or Opportunity	Brief Description of Actions Taken	Drawings Changed	Specs Changed	General	Civil	Arch.	Struct.	Proc. Mech.	HVAC	Plumb.	Elect.	I&C
78	Carden	The team elected to delete the FOG receiving station and related equipment and piping to reduce cost.	The entire FOG system has been marked as future on the drawings. FOG-related language in the specs has been crossed out. Spec sections and Process Mechanical drawings dedicated solely to FOG equipment have been deleted.	Deleted M-66 & M-67, E-101. Modified G-8, C-22, C-27, C-37, C-47, M-68 to M-82, MD-17, I-8, I-34, I-36, I-43, I-55, I-57	Deleted Sections 03360, 11317, 11333, 13236. Modified Sections 00020, 01010, 01014, 01480, 01666, 02605, 02616, 02640, 11255, 11301, 11315, 13212, 13305, 13330, 13340, 15066, 15072, 15100, 15120, 15250, 15257		X	X		X		X	X	X

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Redesign Change Log

Franklin WRF, Redesign

Item No.	Lead Team Member	Brief Description of Challenge or Opportunity	Brief Description of Actions Taken	Drawings Changed	Specs Changed	General	Civil	Arch.	Struct.	Proc. Mech.	HVAC	Plumb.	Elect.	I&C
79	Huguenard	The previous drawings and specifications include a lot of 316 stainless steel supports. Cost could be dropped by going to 304 SS, galvanized, or aluminum.	Discussions were held with one of CDM Smith's corrosion experts. Going to galvanized steel was determined to be acceptable. SS will look better longer and probably hold up longer, but in the majority of cases galvanized will hold up well. Supports will be changed to galvanized except near hypochlorite tanks and feed.	Many	Many					X	X	X	X	
80	Huguenard	The previous drawings and specifications show all most if not all of the electrical and I&C panels/cabinets as 316 SS. Cost could be dropped by going to 304 SS.	Based on discussions with the corrosion expert, outside panels/cabinets will be changed to 304 SS, inside will stay 316 SS. Panels near hypochlorite will be changed to Fiberglass with a post fabrication UV resistant gel coat.	Many	Many					X			X	X
81	Haggard	Some structures identified as "to be demolished" on the previous drawings are not in the way of new work.	Demolition drawings were modified to eliminate demolition of structures that are not in the way of proposed work.	C-12 to C-17										
82	Haggard	A significant cost savings would be realized by allowing excess materials to be left onsite.	The drawings will be modified to construct berms of excess soils. Waste rock and unsuitable soils will be hauled offsite.	C-28 to C-37										
83	Haggard	Demolition of the temporary parking lot near the southwest fence line won't impact this project one way or another. So, demolition is not necessary at this time.	The drawings will be changed to allow the stone parking lot near the southwest fence line to remain.	C35										
84	Haggard	With removal of the FOG system the large paved turnaround area near the FOG system will not be needed.	The drawings are being modified to eliminate the large "turn-around" near the FOG area.	C-35 and C-37										
85	Haggard	One of the contractors asked if the erosion and sedimentation control requirements could be reviewed to reduce these requirements.	The E&SC drawings will be reviewed to see if anything can be reduced. No changes were identified	C-38 to C-45										
86	Haggard	The water main can be constructed under a separate City contract and be ready when this project's contractor needs it.	The drawings will be changed to eliminate the construction of the water main and associated paving down Claude Yates Drive.	C-48, C-49, C-54, and C-55										

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Redesign Change Log

Franklin WRF, Redesign

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87	Haggard	Leaving the temporary access road in place after completion of construction won't hurt anything, except the connection to Mack Hatcher would need to be demolished.	The drawings will be changed to allow the stone construction access road in place after construction, with the exception of the connection with Mack Hatcher.	C-56										
88	Alford	Laboratory Casework Cost	Casework for Wet Lab and Bio Lab revised to not be included in contract. Casework shown for coordination of plumbing and electrical stub ups.	A-18a, A-18b, P-9, P-15, P-16, E-94	N/A			X				X	X	
89	Boggs		Hollow Core Roof Deck at Digester Bldg	A-27, A-28, AD-7				X	X					
90	Boggs	Consider using precast roofing system for Digester Building.	Roof system changed to Hollow Core Roof Deck at Digester Bldg on the Drawings. Specification Sections 05210 and 05321 removed.	A-27, A-28, AD-7, S-61, S-62, S-63, SD-6, 05210, 05321				X	X					
91	Boggs	Have the foundation of the solids building be on the same level and continuous rather than chopped into small pieces at different elevations.	Building Foundations revised as requested.	S-44, S-50, S-51, S-53, S-54, S-57, S-58					X			X	X	
92	Boggs/ Nangle	Change the Pipe Supports on the exterior of the Digester Building from HSS to W-Beam	The size (weight) of W-beam required was cost prohibitive due to slenderness ratio. Revisions were made to the baseplate to allow pipe supports to be installed after masonry work, rather than being built-in to masonry veneer.	S-59					X					

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Franklin WRF, Redesign

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93	Boggs	Change the solids processing building to a lower seismic category.	Seismic Design Category could not be revised from "D" to "B" in accordance with code. The diaphragms are considered "semi-rigid" and the deflections of the building with the revised (higher) seismic loading were outside the limits for the exceptions to code requirements. Column Detailing revised to allow lap splices in lieu of mechanical splices.	SD-4, SD-4A					X					
94	Lapsley/ Carden/ Pouliot	International Plumbing Code does not allow interior water piping to be PVC.	We are changing interior water piping from PVC to CPVC.	Headworks, Digester Building (in progress), Solids Processing Building (in progress)	none					X		X		
95	Lapsley	Interior Plant Water Piping Materials	Changed Headworks structure plant water piping to be CPVC	M2-M8						X				
96	Pouliot	FOG system will installed in the future. 12" odor control duct from the biosolids odor control system to the Digester Building related to the FOG system will be capped for future use.	Added duct cap.	H-10, C-23, M-91			X			X	X			
97	Pouliot	Bidders stated that combining fire protection zones/risers could save money.	Added notes allowing zones/risers to be combined with approval of the Authority Having Jurisdiction.	F-1									X	

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Redesign Change Log

Franklin WRF, Redesign

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98	Perry/Sanchez	Removal of FOG System.	Showed FOG System equipment as future. Changed One Line Power Diagrams show to install empty conduits from MCC to future equipment location so wire could be installed in the future.	E-14, E-27, E-31, E-33, E-35, E-36, E-91, E-101 Deleted, E-102, E-104, E-105, E-106, E-116, E-117,			X	X	X	X	X	X	X	X
99	Perry/Sanchez	Require the reinforcing steel rebar and enveloped of concrete for duct banks beneath paved surfaces only.	The underground ductbank details shown on Electrical Drawing ED-4 were revised to match the requirements specified in Section 16900.	ED-4									X	
100	Perry/Sanchez	Modify duct bank separation (12") to minimize trenching costs.	On Electrical Drawing E-15, the 12-inch separation between ductbanks requirement was relaxed.	E-15									X	
101	Perry/Sanchez	Consolidate the feeders leaving the BNR basin and move the MCC / distribution panel closer to the BNR	The electrical design was revised. Power Panelboards, Mini-Power Zone, and RIO were added adjacent to the BNR Basin to help reduce the quantity of conduit/wiring between the basin and the Electrical Building. The motor starters located in MCC-1 and MCC-2 for the mixers were eliminated and a combination motor starter replaced the disconnect switch at each mixer.	E-9, E-23, E-24, E-37, E-48, E-51, E-56, E-64, E-65, E-66, E-67, E-68, E-86, E-115, E-117									X	X
102	Perry/Sanchez	Lower the rating of the 40kA required for all Metal-Clad.	Electrical Drawing E-16, the equipment rating was changed to 250 MVA.	E-16									X	

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Franklin WRF, Redesign

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103	Perry/Sanchez	Eliminate or reduce requirement for screened gravel beneath the duct banks.	The underground ductbank details shown on Electrical Drawing ED-4 which shows the gravel requirements was relaxed and revised.	ED-4									X	
104	Perry/Sanchez	Electrical Building changes.	Added note to extend the suspended ceiling grid and add five (5) lighting fixtures to accommodate the additional building length if the Deductive Alternate A is selected.	E-58				X	X		X	X	X	
105	Perry/Sanchez	Jet mixing system in equalization basin.	Revised the note on Electrical Drawings, E-23, E-24, and E-59 for Additive Alternate A.	E-23, E-24, E-59						X			X	X

**AMENDMENT NO. 1 TO
CONTRACT FOR HOME REHABILITATION ASSISTANCE FOR LOW MODERATE-INCOME
RESIDENTS OF THE CITY OF FRANKLIN
COF Contract No. 2016-0077**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the **City of Franklin, Tennessee** ("City") and **COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY** ("Organization").

WHEREAS, City and Organization entered into an Agreement ("Agreement") for Public Facilities and Public Improvement Projects ("Project"), dated the 18th day of November 2016; and

WHEREAS, said Agreement stipulated that the Organization would be paid a not to exceed fee of **EIGHTY-SIX THOUSAND SIX HUNDRED EIGHTY- SEVEN AND No/100 DOLLARS (\$86,687.00)**, as authorized by the Community Development Block Grant Program; and,

WHEREAS, additional funding has become available and Organization and City desire to amend the Agreement to provide for Organization to receive such funding in the amount of **FOURTEEN THOUSAND SEVEN HUNDRED FIVE AND 56/100 DOLLARS (\$14,705.56)**; and

WHEREAS, Organization and City also desire to modify the dates during which the funding must be spent.

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. Organization's Responsibilities and Duties. Organization agrees to perform the work as proposed in **Exhibit A** which includes the Scope of Services and Costs for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Organization for the cost of the work as described in Exhibit A in an amount not to exceed **FOURTEEN THOUSAND SEVEN HUNDRED FIVE AND 56/100 DOLLARS (\$14,705.56)**.
4. Section 4 – Time of Performance, Paragraph A, shall be amended by replacing the text in its entirety so that it shall read, "Services shall be no later than one hundred twenty (120) days following execution of this Amendment and be deemed complete upon verification that repairs to property is in accordance with standards as outlined in this Amendment.
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. 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.

9. 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 18, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor
Date: _____

**COMMUNITY HOUSING PARTNERSHIP
WILLIAMSON COUNTY**

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney

Four Stars By Design

SPECS BY LOCATION/TRADE

9/6/2017

Pre-Bid Site Visit: _____ Case Number: _____
 Bidding Open Date: _____ Project Manager: _____
 Bidding Close Date: _____ Phone: _____
 Initial: _____

Address: 304 Hardison Avenue

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 1 General Requirements

10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

x _____ x _____
 Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Tony Teguian _____
 Contractor Date

31 CONSTRUCTION DEFINITIONS

1.00 GR

"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.

35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

38 PLUMBING PERMIT REQUIRED

1.00 EA

Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

Location Total: _____

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 10 Carpentry

2680 WRAP TRIM-ALUMINUM

16.00 LF

10⁰⁰

160.00

Enclose trim with .027 white aluminum breaker stock. Back caulk all seams with siliconized acrylic to create an air tight installation.

3210 STORM DOOR--ALUMINUM

1.00 EA

325.00

Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.

3975 WHEELCHAIR RAMP

1.00 DU

2300.00

Design and construct a preservative treated wood wheelchair ramp complete with 2"x4" safety handrails and non-slip 3/4"

Address: 304 Hardison Avenue

Unit: Unit 01

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 10 Carpentry

plywood surface treatment supported by 4"x4" post set 36" in ground, in conformance with ANSI recommendations. Slope shall not exceed 1'0" rise to 12'0" run. Minimum inside width, 36" Submit preliminary drawing to owner for approval.

Trade: 15 Roofing

4580 TEAR OFF AND REROOF SHINGLES

15.00 SQ 287.⁰⁰ \$4,605.⁰⁰

Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed white aluminum, drip edge, and vent pipe boots. Install a 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing. Install shingle-over ridge vent.

4635 GUTTER--6" SEAMLESS ALUMINUM

1.00 DU — \$720.⁰⁰

Dispose of gutter. Install 6", K-type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner. Install appropriate size downspouts. Replace all missing or deteriorated fascia on whole house.

Trade: 300 Concrete (CSI)

Custom PORCH-REPAIR

1.00 DU — 325.⁰⁰

Reattach bricks that are pulling away from front porch to insure stability for roof supports.

Location Total: \$8,430.⁰⁰

Location: 3 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 10 Carpentry

Custom Bathroom

1.00 DU 300.⁰⁰ 300.⁰⁰

Remove damaged portion of ceiling. Install new drywall, prime and paint entire ceiling. Scrape and skim coat walls, prime and paint.

Trade: 18 Ceramic Tile

5410 CERAMIC TILE--REPAIR

2.00 SF — \$750.⁰⁰

Install new backer board at controls. Cut and thin set ceramic tile of matching color and size. Reset loose tiles. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations. Customer has soap dish

Trade: 22 Plumbing

6830 SINK--SINGLE BOWL COMPLETE

1.00 EA — 125.⁰⁰

Remove existing sink. Replace with new single bowl and new faucet.

6950 BATHTUB--REGLAZE

1.00 EA — 200.⁰⁰

Clean and Etch tub surface and apply a polyester or epoxy surface glaze.

7010 ADA COMMODE--REPLACE--1.6 GPF

1.00 EA — 200.⁰⁰

Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Use 14" rough-in when replacing wall hung commode, and 12" rough-in to replace close coupled commode. Must comply with ADA high.

Location Total: 1575.⁰⁰

Location: 4 - Crawl Space

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 22 Plumbing

Address: 304 Hardison Avenue**Unit: Unit 01****Location: 4 - Crawl Space**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec**Quantity Units Unit Price Total Price****Trade: 22 Plumbing****7190 WATER SUPPLY--1 BATH HOUSE**1.00 EA 1500.00

Remove all water supply from perimeter to fixtures, to code legal dump. Install type Pex individual supply lines to service one 3-piece bath, kitchen & laundry area. Installation shall be complete, code compliant, fully usable, and include shut-off valves, chromed fixture supply lines & air gaps.

7210 DRAIN/WASTE/VENT--1 BATH HSE1.00 DU 1500.00

Remove all drain, waste and wet vent lines to code legal dump. Install schedule 40 PVC lines to service one 3-piece bath, kitchen and laundry area from the foundation perimeter to roof vent terminus.

Location Total: \$3,000.00**Location: 5 - Kitchen**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec**Quantity Units Unit Price Total Price****Trade: 19 Paint & Wallpaper****5485 PREP & PAINT SURFACE--FLAT**100.00 SF 950.00

Remove or cover hardware and accessories not to be painted. Scrape loose, peeling, cracked and blistered areas. Clean oil, grease, fungus, dirt and dust from surfaces. Fill holes and cracks. Prime all new materials and spot prime existing with acrylic latex. Top coat with owner's choice of premixed acrylic latex. Replace or uncover hardware, fixtures and accessories.

Trade: 23 Electric**7840 RANGE HOOD--RECIRCULATING**1.00 EA 200.00

Install a 42", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.

8105 WIRING SYSTEM REPAIR1.00 DU 150.00

Inspect, test and repair existing wiring for light closest to stove.

Location Total: \$1,300.00**Location: 6 - Bedroom**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec**Quantity Units Unit Price Total Price****Trade: 17 Drywall & Plaster****5203 DRYWALL--PATCH--SMALL**1.00 EA 300.00

Clean out and expand hole to allow the insertion of a 1/2" gypsum backer board coated with construction adhesive. Screw through drywall face to secure. After adhesive is set, apply patching plaster to 1/4" of surface. Finish with compound, wet sand ready for paint. Paint entire ceiling.

Location Total: \$300.00**Location: 7 - laundry**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec**Quantity Units Unit Price Total Price****Trade: 17 Drywall & Plaster****5208 DRYWALL--PATCH--SMALL**1.00 DU 300.00

Clean out and expand hole to allow the insertion of a 1/2" gypsum backer board coated with construction adhesive. Screw through drywall face to secure. After adhesive is set, apply patching plaster to 1/4" of surface. Finish with compound, wet sand ready for paint. Paint entire ceiling.

Location Total: \$300.00

Address: 304 Hardison Avenue

Unit: Unit 01

Unit Total for 304 Hardison Avenue, Unit Unit 01:

Address Grand Total for 304 Hardison Avenue: \$14,905.⁰⁰/₁₀₀

Bidder: Tony Ferguson



Invoice for Services

Att: CDBG
103 3rd Avenue South
Franklin, Tennessee

February-22-2018

The following will serve as invoice for Mr. and Mrs. Hamilton, 304 Hardison Avenue, Franklin Tennessee.

The work performed consisted of the following:

#2680 Wrap missing trim w/aluminum	\$160.00
#3210 R&R front entry storm door	\$325.00
#3975 Build wheelchair ramp to front entry	\$2,300.00
#4580 Remove and replace shingled roof system	\$4,600.00
#4635 Install new gutters including replacing rotted fascia	\$720.00
# Front porch repair/recover	\$325.00
# Repair bath ceiling and paint	\$300.00
#5410 Ceramic tile repair – removed all and installed new shower liner and bead board	\$750.00
#6830 R&R existing sink bowl	\$125.00
#7010 R&R toilet w ADA compliant	\$200.00
#7190 R&R all water supply plumbing	\$1,500.00
#7210 R&R all drain lines and replace w PVC pipe	\$1,500.00
#5485 Prep and paint damaged kitchen	\$950.00
#7840 R&R special order stove vent/light range hood	\$200.00
#8105 Inspect and correct and electrical issue w plugs/switches/lights	\$150.00
#5208 Patch / repair damaged drywall in front bedroom/TV room & paint	\$300.00
#5207 Repair laundry room ceiling	\$300.00

Total cost for all listed items **\$14,705.00**

Balance is due upon receipt of invoice

Terry Ferguson
Owner/Operator

Contract number, (2016-0077) Four Stars by Design/Terry Ferguson “Is in compliance with Federal Code 2 CFR 200.318, 2 CFR 200.326 and 2 CFR 200.318 (c) (1)”.

CITY OF FRANKLIN
COMMUNITY DEVELOPMENT BLOCK GRANT

CERTIFICATION OF COMPLETION AND FINAL INSPECTION

Homeowner's Name:	<u>Harold Hamilton</u>
Property Address:	<u>304 Hardison Ave. Franklin, TN 37064</u>
Date of Final Inspection:	<u>2/22/18</u>
Total Amount of Contract:	<u>\$ 14705.00</u>

CONTRACTOR CERTIFICATION:

The emergency repair work on the above property has been satisfactorily completed in accordance with the specifications and contract. I have obtained or prepared all required Warranties or Releases of Liens. I further certify that there are no unpaid claims for materials, supplies or equipment, and no claims of laborers or mechanics for unpaid wages in connection with the performance of this contract.

Terry Ferguson
Signature of Contractor

Date: 2/22/18

HOMEOWNER CERTIFICATION:

The emergency repair work on my property has been satisfactorily completed in accordance with my contract with 4 Stars By Design (Terry Ferguson) (Contractor).

Harold Hamilton
Signature of Homeowner/Applicant

Date: 2/22/18

CERTIFICATION OF FINAL INSPECTION:

Final inspection has been made of this property. The emergency repair work has been completed in accordance with the specifications and contract.

Payment is authorized in the amount of \$ 14705.00.

Kath Redmann
Signature of Inspector

Date: 2/22/18