



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, March 26, 2020

4:00 PM

Board Room

There will be limited physical access in the meeting room due to current limitations on public gatherings.

The public may participate in the following ways:

- Watch the meeting on Channel 10 or the City of Franklin website.
- Watch the live stream through the City of Franklin Facebook and YouTube accounts. Use the comment sections to share questions and comments.
- Call in to the conference meeting 1-253-215-8782. Meeting ID: 430 399 1941 Callers will be unmuted and given an opportunity to ask questions during the meeting at specific times.
 - Limited viewing will be available in the lobby of City Hall to watch the live video.
- The public may also email questions to recorder@franklintn.gov to be read aloud during the meeting.

City YouTube: <https://www.youtube.com/user/CityOfFranklin>

City Facebook Live: <https://www.facebook.com/CityOfFranklin>

City website:

<https://www.franklintn.gov/government/departments-a-j/communications/franklin-tv>

Call To Order

1. [20-0294](#) Consideration Of Minutes From The February 27, 2020 Capital Investment Committee Meeting.
2. [20-0190](#) Consideration To Grant Water And Sewer Availability For Redemption City Church, Map 080, Parcel 04404.

Sponsors: Michelle Hatcher and Scott Andrews

Attachments: [map.pdf](#)
[Redemption City Church -Sewer Availability - Form.pdf](#)
[RCC - Location Map.pdf](#)

3. [20-0191](#) Consideration To Grant Water And Sewer Availability For 1363 Caroline Circle, Map 0890, Parcel 02102.

Sponsors: Michelle Hatcher and Scott Andrews

Attachments: [1363 Caroline Circle - Sewer Availability - Form.pdf](#)
[map.pdf](#)

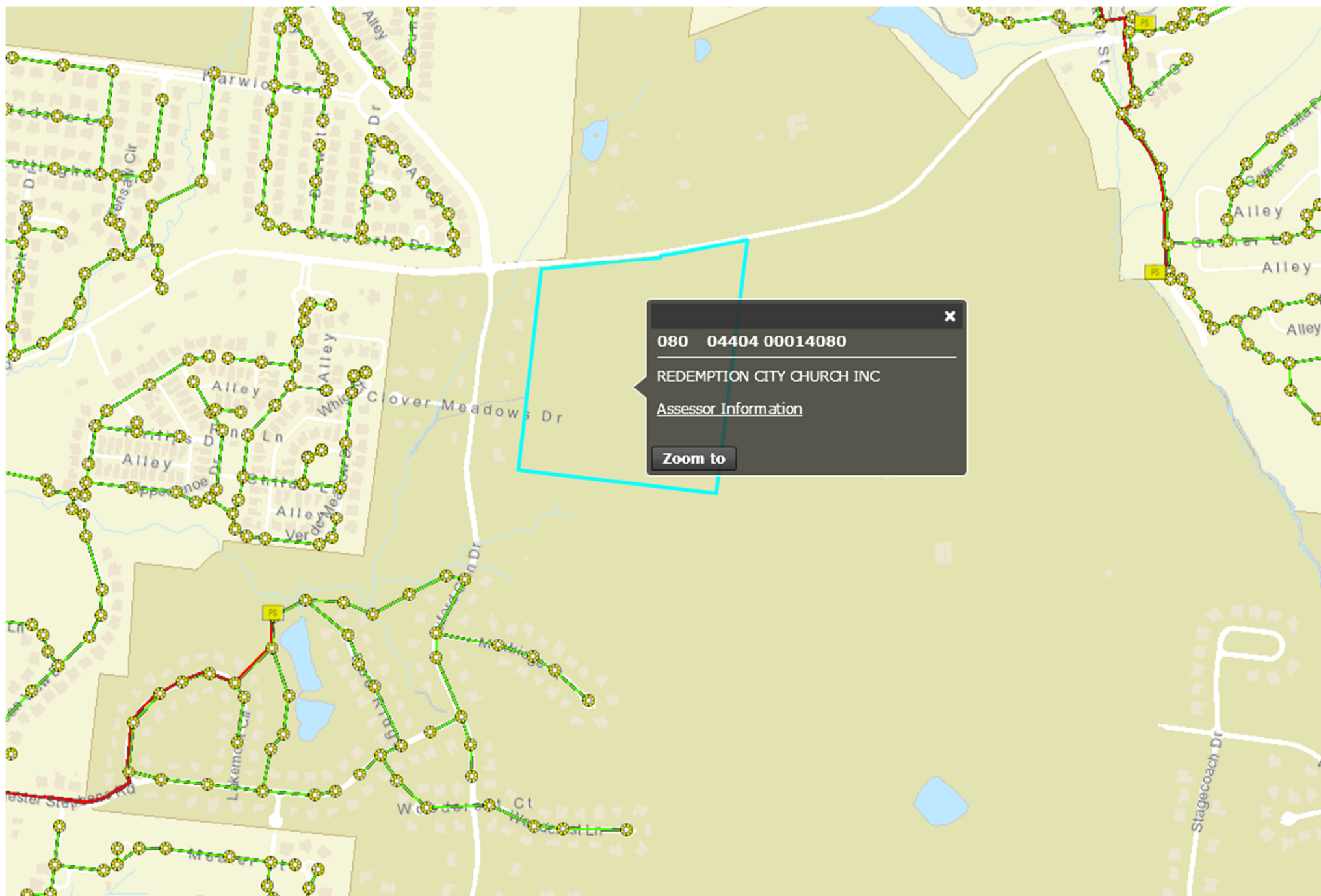
4. [20-0299](#) Consideration To Grant Sewer Availability For Prince Machinery & Supplies, Incorporated Located at 1655 Mallory Lane (Map 053D, Parcel 03300)
- Sponsors:** Michelle Hatcher and Scott Andrews
- Attachments:** [1655 Mallory Lane - Sewer Availability - Form.pdf](#)
[map.pdf](#)
5. [20-0300](#) Consideration To Grant Water Availability For Grace Center Church Located At 2420 Bethlehem Loop Road (Map 027J, Parcel 00300).
- Sponsors:** Michelle Hatcher and Scott Andrews
- Attachments:** [Grace Center Church - Irrigation Availability - Form.pdf](#)
[map.pdf](#)
6. [20-0239](#) Discussion Concerning Morningside Detention Pond. (CIC 2/27/20)
- Attachments:** [Morningside Pond exhibit.pdf](#)
[Notice of Inspection \(Morningside, Sec 8, Lot 19\).pdf](#)
- Legislative History**
- | | | |
|---------|------------------------------|--------------|
| 2/27/20 | Capital Investment Committee | acknowledged |
|---------|------------------------------|--------------|
7. [19-1232](#) Discussion Concerning The Jordan Branch Stream Restoration Project Located In The Cool Springs East Subdivision. (WS 1/28/20; CIC 2/27/20)
- Sponsors:** Paul Holzen
- Attachments:** [CIP_FY2019-2028_PriorityRanking_COMBINED_Rev2.pdf](#)
[Jordan Branch BOMA 1-28-2020.pdf](#)
- Legislative History**
- | | | |
|---------|------------------------------|--|
| 1/28/20 | Work Session | referred to the Capital Investment Committee |
| 2/27/20 | Capital Investment Committee | referred to the Work Session |
8. [20-0238](#) Presentation On Fieldstone Farm Sidewalks. (CIC 2/27/20)
- Sponsors:** Paul Holzen
- Attachments:** [FIELDSTONE FARMS HOA EXHIBIT.pdf](#)
[FieldstoneFarms_SidewalkBriefing_Mayor_AND_CityAdministrator.pdf](#)
- Legislative History**
- | | | |
|---------|------------------------------|--------------|
| 2/27/20 | Capital Investment Committee | acknowledged |
|---------|------------------------------|--------------|

9. [20-0298](#) Consideration of COF Contract No. 2020-0067 for Professional Services to Provide Construction Engineering and Inspection (CEI) Services to the Spencer Creek at Franklin Road Sanitary Sewer Rehabilitation Construction Project.
- Sponsors: Michelle Hatcher
- Attachments: [SKM_C65820032315360.pdf](#)
10. [20-0266](#) Consideration Of DRAFT Resolution 2020-25, A Resolution Awarding The Construction Contract (COF Contract No. 2020-0005) For The Watson Branch Culvert Rehabilitation To Chase Reline, Inc., In The Amount Of \$539,266.00 And Establishing A Project Contingency Of \$100,000.00.
- Sponsors: Paul Holzen
- Attachments: [Res 2020-25 - Watson Branch Stormwater 20-0266.docx](#)
 [Res 2020-25 Certified Bid Tabs.pdf](#)
11. [20-0280](#) Consideration Of A DRAFT Project Partnership Agreement Between The Department Of The Army And City Of Franklin, Tennessee For The Harpeth River Flood Risk Management Project. (U.S. Army Corp Of Engineers Home Raising Program)
- Sponsors: Paul Holzen
- Attachments: [COF2020-0071 Harpeth PPA - DRAFT for City Review - Exhibit A.docx](#)
 [COF2020-0071 USACE PPA Exhibit B - Cost Share.pdf](#)
12. [20-0296](#) Capital Projects Dashboard & Status Updates.
- Sponsors: Engineering and Michelle Hatcher
- Attachments: [Capital Project Page Example.PNG](#)

Other Business

Adjournment

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



080 04404 00014080

REDEMPTION CITY CHURCH INC

[Assessor Information](#)

Zoom to



Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #	Redemption City Church		
Map & Parcel(s) #	Map 80, Parcel 44.04		
Property Address:	Clovercroft Road		
City Project # (If Applicable)	T.B.D.		
# of Dwelling Units (If Residential)	N/A		
Applicant's Name & Company	Brian Holcombe, M2 Group, LLC		
Applicant's Address	P.O. Box 848, Franklin, TN 37065		
Applicant's Email & Phone #	brian@m2groupllc.com / 615-925-0851		
Anticipated Water Meter Size(s) (see chart on pg. 3).	2"		
Water District:	Milcrofton Utility District		
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 500 SEAT SANCTUARY x 7 GPD PER SANCTUARY SEAT = 3,500 GPD			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service		3,500 GPD	
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

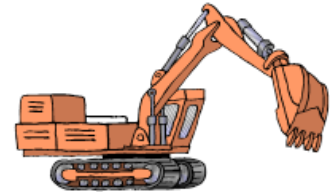
Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

Date Submitted: 01/23/20

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklinton.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your request requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklinton.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

Only applicable if extending the water, sewer or reclaim water main lines.

Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (minimum \$1,000)	
Reclaim Water	\$1.25/LF (minimum \$1,000)	

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

3

Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75 20 10	per doctor per employee per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person

RCC - LOCATION MAP.DWG / Thursday, January 23, 2020 9:43:55 AM



P.O. BOX 848
FRANKLIN, TN 37065
615.406.3415 / WWW.M2GROUPLLC.COM

LOCATION MAP
REDEMPTION CITY CHURCH
CLOVERCROFT ROAD
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

DATE JANUARY, 2020

DRAWN BY: BPH

SHEET NO.

1



Request for Water and/or Sewer Availability & Associated Costs

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City Project # (If Applicable)	T.B.D.	
# of Dwelling Units (If Residential)	N/A	
Applicant's Name & Company	Brian Holcombe, M2 Group, LLC	
Applicant's Address	P.O. Box 848, Franklin, TN 37065	
Applicant's Email & Phone #	brian@m2groupllc.com / 615-925-0851	
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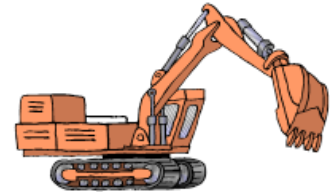
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Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
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Hotels	130	per unit
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Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person





Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

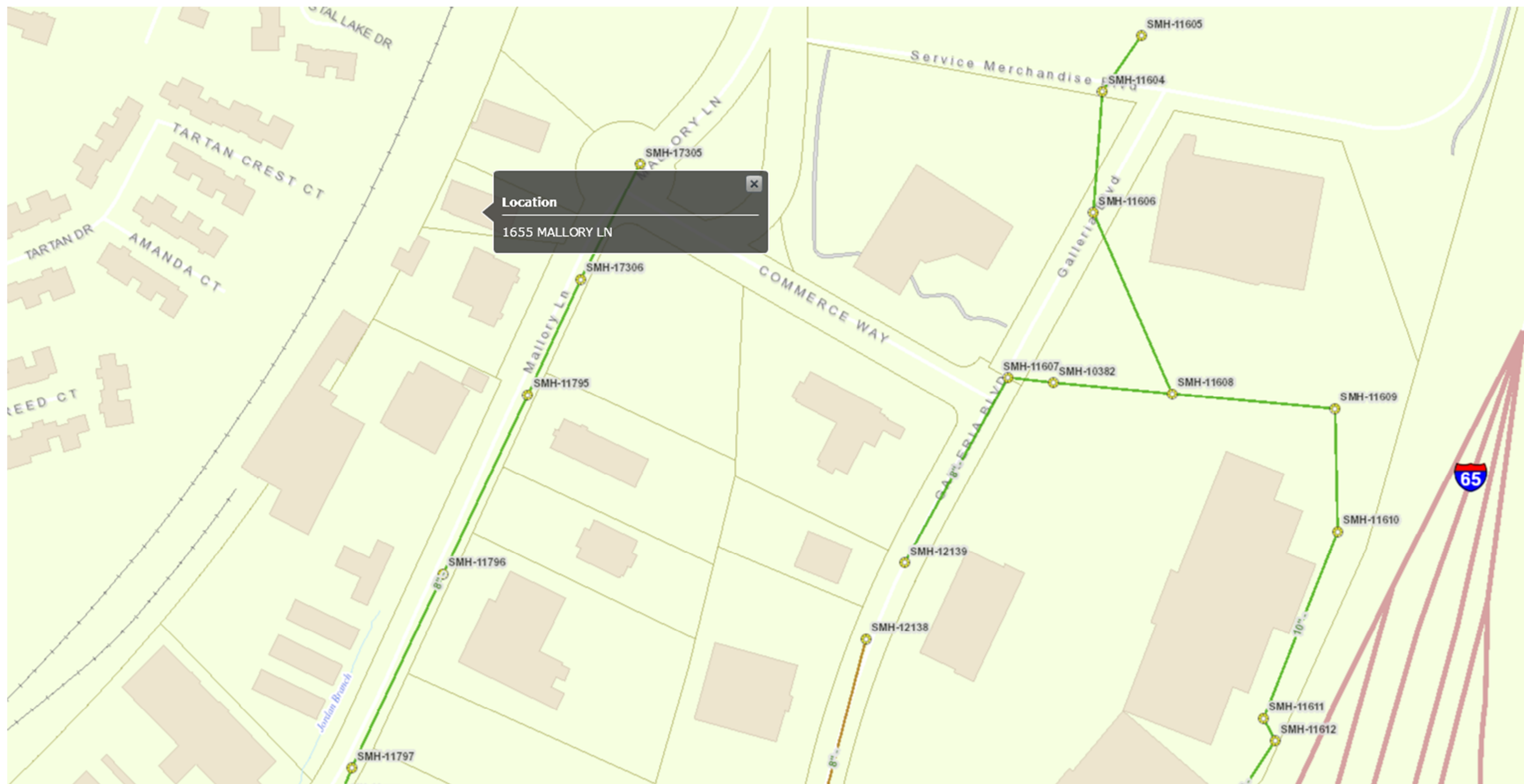
Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #		Prince Machinery & Supplies, Inc	
Map & Parcel(s) #		053D 03300	
Property Address:		1655 Mallory Ln. Brentwood, TN 37027	
City Project # (If Applicable)		NA	
# of Dwelling Units (If Residential)		NA	
Applicant's Name & Company		Prince Machinery & Supplies, Inc	
Applicant's Address		705 Burleigh Ct Nashville, TN 37221	
Applicant's Email & Phone #		dpferguson@comcast.net (615) 513-2461	
Anticipated Water Meter Size(s) (see chart on pg. 3).		5/8" (per Mallory Valley Utility District)	
Water District:		Mallory Valley Utility District	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 2 employees X 25 gallons per day (office) .1 gallon per day per sq. ft (warehouse) 1000 sq. ft. office 3500 sq. ft. warehouse <i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service		400 GPD	
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

Date Submitted: 3-4-20





Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer
Project Name & Subdivision, Section, Lot #	Redemption City Church	
Map & Parcel(s) #	Map 80, Parcel 44.04	
Property Address:	Clovercroft Road	
City Project # (If Applicable)	T.B.D.	
# of Dwelling Units (If Residential)	N/A	
Applicant's Name & Company	Brian Holcombe, M2 Group, LLC	
Applicant's Address	P.O. Box 848, Franklin, TN 37065	
Applicant's Email & Phone #	brian@m2groupllc.com / 615-925-0851	
Anticipated Water Meter Size(s) (see chart on pg. 3).	2"	
Water District:	Milcrofton Utility District	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 500 SEAT SANCTUARY x 7 GPD PER SANCTUARY SEAT = 3,500 GPD		
<i>use additional sheets as necessary</i>		
Anticipated sewage flows: Information Required for Sewer Service		3,500 GPD
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

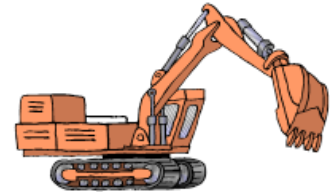
Email Application to: availability@franklinton.gov

For additional information or questions please call: 615-794-4554

Date Submitted: 01/23/20

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklinton.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your request requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklinton.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: **PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:**

Only applicable if extending the water, sewer or reclaim water main lines.

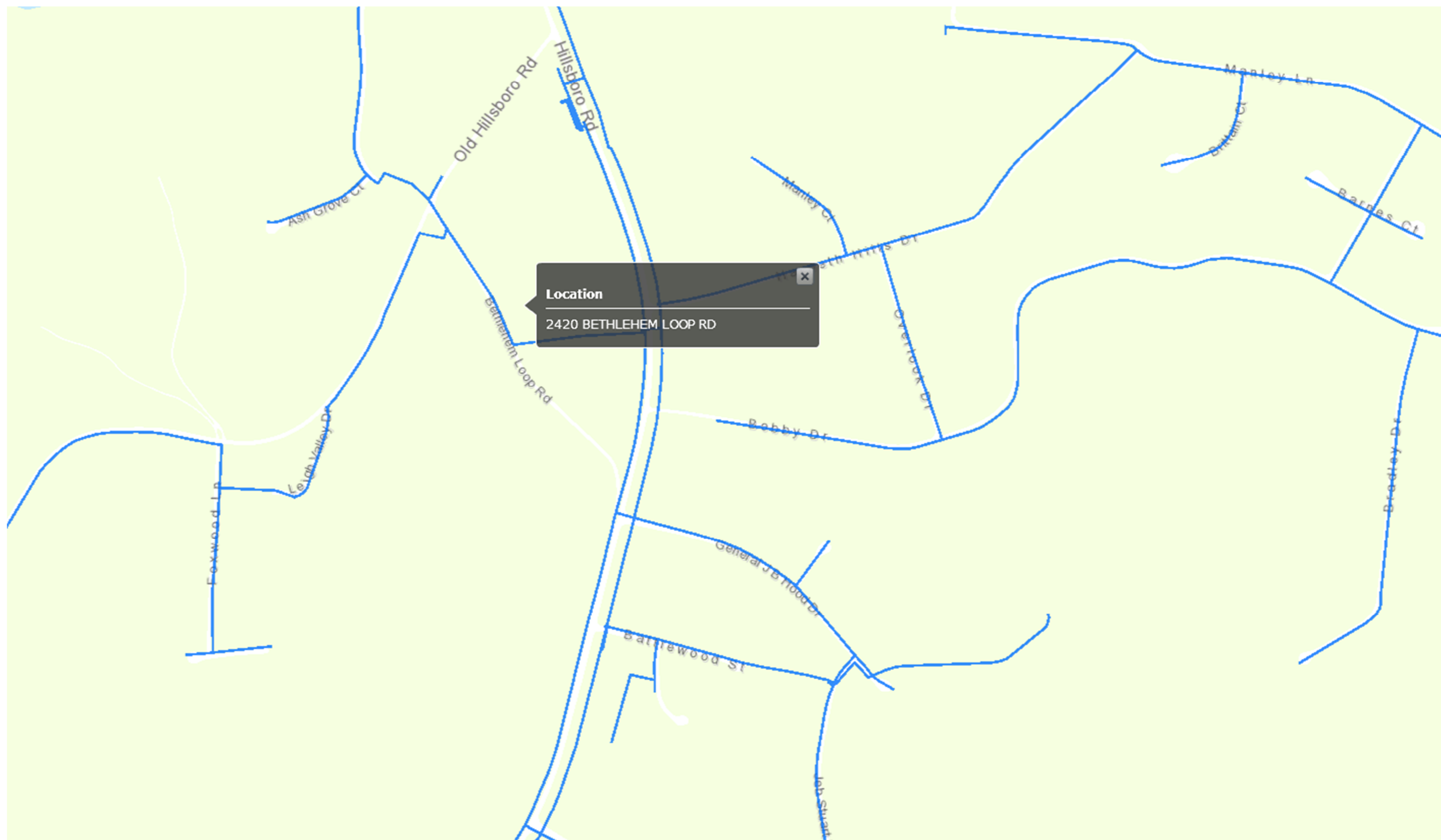
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (minimum \$1,000)	
Reclaim Water	\$1.25/LF (minimum \$1,000)	

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

3

Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75 20 10	per doctor per employee per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person



Location
2420 BETHLEHEM LOOP RD



MORNINGSIDE SECTION 8, LOT 19

EXPOND

BRENTWOOD POINT PHASE II - LOT 8

Morningside, Section 8, Lot 19



SCM_2004.04_4

SCM_2004.04_1

SCM_2004.04_3

SCM_2004.04_2

Asset Type

- Bioretention Area
- Bioretention Swale
- Buffer
- Cistern
- Constructed Wetland
- Dry Detention
- Grassed Swale
- Green Roof
- Infiltration Trench
- Permeable Pavers
- Pervious Pavement
- Rain Garden
- Underground Detention
- Water Quality Swale
- Water Quality Unit
- Wet Pond

FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2019. All Rights Reserved.

SCM Inspection Report



Parcel ID:

SCM Type: Dry Pond

SCM: SCM_2004.04_1

Site Name: Morningside, Section 8, Lot 19

Inspection #: 1057

Completed Date: 12/2/2019

Is the contributing drainage area free of erosion	No
Is there an emergency spillway or embankment	No
What type of outlet structure does the pond have (If Other explain in Comments section)	Other
Are all the outfall channels functional and not eroding	Yes
Is there a sediment forebay installed	No
Is there a permanent pool in the wet pond	
Are headwalls and endwalls in good condition (I.e. undercutting, erosion present, structural issues, etc.)	No
Have there been complaints filed	Yes
Overall Condition of the Wet Pond	FunctioningMaintReq

COMMENTS: Wetland vegetation present in bottom of pond. Evidence of water more then 24 hours after a rain event flowing from swale at the wood line behind Brentwood Point. There are inconsistencies with the outlet structure on two plans this dry pond shows up on. On the approved Morningside, Section 8 plans, the outlet structure is a head wall; however, on the approved Brentwood Pointe, Phase 2 Lot 8 plans, the outlet structure is a outlet structure designed with a low flow orifice and overflow elevation. The inlet head wall is sinking and separating from the pipe and erosion is occurring at the inlet.



Inlet from
Brentwood Pointe



Water flowing
from wood line



Outlet Headwall



Wetland
vegetation

INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this 17th day of March, 2004, by and between Harry & Smith Contractors, Inc.
hereinafter referred to as the "OWNER(S)" of the following property MORNINGSIDE, SECTION 8, LOT-19
_____, and City of Franklin, Tennessee, hereinafter referred to as the "CITY",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

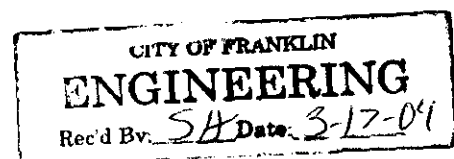
1. The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long term maintenance and continuation of stormwater control measures to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1st of each year. The report will include the Long Term Maintenance Plan that document inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER(S) shall grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor in accordance with the Stormwater Management Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance and is due upon receipt.
5. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
8. The OWNER(S) shall record this AGREEMENT in the Land Records of the County of Williamson, Tennessee.

BK/PG:3212/364-365
04018168

AGREEMENT	03:27 PM
04/26/2004	18173
BATCH	0.00
MTG TAX	0.00
TRN TAX	10.00
REC FEE	2.00
DP FEE	0.00
REG FEE	12.00
TOTAL	

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS



ATTEST:

Betty McLean

FOR THE OWNER(S):

Haugy & Smith Contractors, Inc.

by: Wayne Morrison

Vice-president

Haugy & Smith Contractors, Inc.

PRINT OWNER NAME by: WAYNE MORRISON

PHONE NUMBER 615-383-9070

STATE OF Tennessee

COUNTY OF Davidson

I hereby certify that on this 17th day of March, 2004, before the subscribed, a Notary Public of the State of Tennessee, and the County of Davidson, aforesaid personally appeared Wayne Morrison and did acknowledge the foregoing instrument to be their act.

In testimony whereof, I have affixed my official seal.

Sue Toney
Notary Public

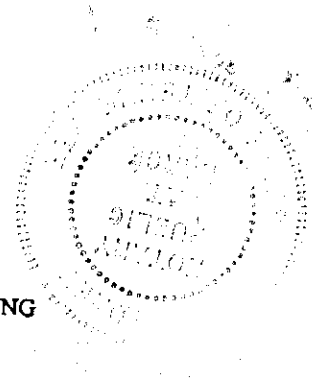
My Commission Expires: 5.29.05

REVIEWED BY:

FOR THE CITY OF FRANKLIN,
DEPARTMENT OF ENGINEERING

Daphne

PREPARED BY:
CITY OF FRANKLIN,
DEPARTMENT OF ENGINEERING
CITY HALL MALL
109 3rd AVENUE SOUTH
FRANKLIN, TN 37065



City of Franklin, Tennessee
FY 2019-2028 Capital Investment Program

BOMA Priority Projects - **Non-Weighted Rankings for All Projects**

Below is the compilation of individual BOMA member responses to the City Administrator's request for CIP project priority rankings. The following factors were used, in the order listed, to develop the overall project priority list: (1) "**TOTAL**" Number of Votes received from BOMA members, (2) Inclusion in "**CITY ADMINISTRATOR**" ranking, (3) By "**STAFF RANKING**".

RANK	PROJECT	CATEGORY	STAFF RANKING	EST. COST	CITY ADMINISTRATOR	BOARD OF MAYOR AND ALDERMEN									TOTAL <i>(Max = 9)</i>	RUNNING TOTAL
						BARNHILL	BLANTON	BRANSFORD	BURGER	MARTIN	MCLENDON	MOORE	PETERSEN	SPEEDY		
1	ST16017 - Long Ln and Old Peytonsville Rd Connector	Transportation	3	\$22,048,800	1	1	1	1	1	1	1	1	1	1	9	\$22,048,800
2	PK16020 - Bicentennial Park	Parks & Recreation	4	\$4,220,000	1		1	1	1	1	1	1	1	1	8	\$26,268,800
3	ST16014 - Franklin Rd & Mallory Station Rd Int Improvements	Transportation	4	\$6,740,000	1	1	1	1	1	1		1	1	1	8	\$33,008,800
4	SW16003 - 100 Block Battle Avenue Drainage Improvements	Stormwater	2	\$1,850,000		1	1	1	1	1	1	1		1	8	\$34,858,800
5	FM19001 - 5th Ave Parking Lot	General Services	4	\$500,000	1	1	1	1	1	1		1		1	7	\$35,358,800
6	ST16011 - Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	3	\$8,189,235	1	1	1	1	1			1	1	1	7	\$43,548,035
7	PK16013 - Greenway & Bridge (Harlinsdale to Chestnut Bend)	Parks & Recreation	4	\$1,032,960	1	1	1			1		1	1	1	6	\$44,580,995
8	PK16016 - Lockwood Glen Park	Parks & Recreation	4	\$5,530,000	1	1	1		1		1	1	1		6	\$50,110,995
9	ST16006 - Jordan Road (Aspen Grove Dr-Mallory Ln)	Transportation	4	\$4,598,480	1	1	1		1			1	1	1	6	\$54,709,475
10	ST16030 - Lewisburg Ave Sidewalk Improvements	Transportation	4	\$955,260	1			1	1	1		1	1	1	6	\$55,664,735
11	ST16022 - Carothers Pkwy (Long Ln - Falcon Creek Subd)	Transportation	3	\$12,030,800	1	1			1		1	1	1	1	6	\$67,695,535
12	FM16001 - New City Hall	General Services	2	\$24,100,000	1		1	1	1	1		1		1	6	\$91,795,535
13	PK19001 - FSSD (Freedom Middle/Poplar Grove)	Parks & Recreation	2	\$2,087,500	1		1			1	1	1	1	1	6	\$93,883,035
14	ST16012 - E McEwen Dr. Ext. (Wilson Pike to City Limits)	Transportation	2	\$9,192,400	1	1		1	1		1	1	1		6	\$103,075,435
15	SW16007 - Maplewood Stormwater Project	Stormwater	4	\$530,000	1		1		1			1	1	1	5	\$103,605,435
16	ST19001 - Main St Sidewalk Repair Project	Transportation	4	\$2,200,000	1	1	1		1				1	1	5	\$105,805,435
17	ST19004 - McEwen Drive Interchange Modifications	Transportation	4	\$1,000,000	1				1		1	1	1	1	5	\$106,805,435
18	PK16008 - Jim Warren Park Renovations	Parks & Recreation	3	\$4,600,000	1	1		1		1	1		1		5	\$111,405,435
19	PK16009 - Liberty Park Improvements IV	Parks & Recreation	3	\$5,400,000	1	1	1		1		1		1		5	\$116,805,435
20	PK19002 - FSSD (Freedom Intermediate/Johnson Elementary)	Parks & Recreation	2	\$1,487,500	1		1	1			1		1	1	5	\$118,292,935
21	PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	2	\$5,172,745	1			1	1	1	1			1	5	\$123,465,680
22	FM19002 - New Public Parking Structure or Surface Lot	General Services	1	\$8,100,000	1			1	1		1	1		1	5	\$131,565,680
23	PK16012 - Greenway (1st Ave North to Bicentennial)	Parks & Recreation	1	\$1,997,800	1		1		1			1	1	1	5	\$133,563,480
24	PK16001 - Hayes Home Restoration (Harlinsdale)	Parks & Recreation	4	\$457,870			1	1	1	1	1				5	\$134,021,350
25	PK16014B - Southeast Municipal Complex Phases II & III	Parks & Recreation	4	\$11,200,000		1	1	1		1			1		5	\$145,221,350
26	PK16018 - Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	3	\$160,000			1	1	1	1			1		5	\$145,381,350
27	SW19004 - West Main Bridge Widening Project	Stormwater	3	\$455,000		1				1	1	1		1	5	\$145,836,350
28	SW16001 - Ralston Creek at Liberty Hills Stream Restoration	Stormwater	2	\$350,000		1	1		1	1				1	5	\$146,186,350
29	PK16002 - Main Barn Restoration (Harlinsdale)	Parks & Recreation	4	\$1,719,070	1		1		1	1		1			4	\$147,905,420
30	SW16005 - Jordan Branch (Cool Springs E) Stream Restoration	Stormwater	4	\$760,000		1			1			1		1	4	\$148,665,420
31	ST16015 - Carothers Pkwy (Falcon Creek - SR96E)	Transportation	3	\$24,208,944		1						1	1	1	4	\$172,874,364
32	SW19003 - USACE - Home Raising Project	Stormwater	2	\$1,400,000			1				1	1	1		4	\$174,274,364
33	ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)	Transportation	2	\$2,876,400		1	1			1			1		4	\$177,150,764
34	PK16007 - North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	1	\$296,000		1			1	1	1				4	\$177,446,764
35	ST16018 - S. Margin St. Infrastructure Upgrades	Transportation	4	\$8,476,400	1	1				1				1	3	\$185,923,164
36	PK19010 - Thompson Alley Neighborhood Park	Parks & Recreation	3	\$222,000	1			1		1			1		3	\$186,145,164
37	SW19001 - Carlisle HOA Culvert Project	Stormwater	3	\$535,000							1	1		1	3	\$186,680,164
38	FD19005 - Safe Rooms for Fire Station 1-6	Emergency Services	2	\$120,000			1				1		1		3	\$186,800,164
39	FD19007 - Outdoor Warning Sirens	Emergency Services	2	\$70,000			1		1				1		3	\$186,870,164
40	ST16032 - West Main St (Natchez St. to Downs Blvd)	Transportation	2	\$15,211,000			1	1		1					3	\$202,081,164
41	FD19008 - Fire Station 4 (Kitchen Remodel)	Emergency Services	1	\$60,000			1		1		1				3	\$202,141,164
42	PK19008 - Cleburne Street Realignment	Parks & Recreation	1	\$2,220,000		1	1			1					3	\$204,361,164
43	PK19015 - Winstead Hill Park	Parks & Recreation	1	\$1,050,000		1	1							1	3	\$205,411,164
44	PK16011 - Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	4	\$1,555,000	1				1					1	2	\$206,966,164
45	ST16001 - Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	Transportation	3	\$7,121,220	1	1						1			2	\$214,087,384
46	ST16024 - Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	Transportation	3	\$3,600,000	1						1		1		2	\$217,687,384
47	FD19001 - Fire Station 9 (East Side of Franklin)	Emergency Services	4	\$6,500,000				1			1				2	\$224,187,384
48	FD19003 - Fire Station 3 Upgrades	Emergency Services	2	\$5,762,500							1		1		2	\$229,949,884

RANK	PROJECT	CATEGORY	STAFF RANKING	EST. COST	CITY ADMINISTRATOR	BOARD OF MAYOR AND ALDERMEN									TOTAL (Max = 9)	RUNNING TOTAL
						BARNHILL	BLANTON	BRANSFORD	BURGER	MARTIN	MCLENDON	MOORE	PETERSEN	SPEEDY		
49	PK19009 - Harlinsdale Farm Pond Renovation	Parks & Recreation	2	\$765,000			1		1						2	\$230,714,884
50	PK19011 - Harlinsdale North Entrance Turn Lane	Parks & Recreation	2	\$2,176,200					1	1					2	\$232,891,084
51	ST16025 - Oxford Glen Dr Multiuse Trail (Day Lily - McEwen)	Transportation	2	\$2,079,450					1				1		2	\$234,970,534
52	FD19004 - New Fire Traning Center	Emergency Services	1	\$3,750,000			1				1				2	\$238,720,534
53	PK16006 - Worker House I & II (Harlinsdale)	Parks & Recreation	1	\$474,870			1	1							2	\$239,195,404
54	PK16019 - Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	1	\$1,960,000			1	1							2	\$241,155,404
55	SW16004 - Figuers Drive Area Drainage Improvements	Stormwater	1	\$1,846,000			1	1							2	\$243,001,404
56	ST16004 - Carothers Pkwy Extension	Transportation	1	\$7,664,000		1	1								2	\$250,665,404
57	ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	Transportation	1	\$12,726,000				1			1				2	\$263,391,404
58	ST16027 - Boyd Mill Ave (Downs Blvd - SR96W)	Transportation	1	\$5,083,306			1			1					2	\$268,474,710
59	FD19006 - Safety Education Village	Emergency Services	4	\$2,750,000									1		1	\$271,224,710
60	PK16005 - Harlinsdale Visitor Center & Museum	Parks & Recreation	3	\$3,517,870				1							1	\$274,742,580
61	PK19012 - Old Liberty Neighborhood Park	Parks & Recreation	3	\$150,240									1		1	\$274,892,820
62	ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	3	\$14,623,800							1				1	\$289,516,620
63	PK19005 - Greenway (Aspen Grove to Mallory Station Rd)	Parks & Recreation	2	\$2,300,000										1	1	\$291,816,620
64	ST16005 - Peytonsville Rd & Pratt Ln Int. Improvements	Transportation	2	\$10,972,866									1		1	\$302,789,486
65	ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements	Transportation	2	\$3,274,000					1						1	\$306,063,486
66	FD19002 - Fire Station 10 (Southwest Side of Franklin)	Emergency Services	1	\$7,025,000							1				1	\$313,088,486
67	PK16003 - Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	1	\$1,175,000							1				1	\$314,263,486
68	PK16017 - Greenway (Ascot Ln to I-65)	Parks & Recreation	1	\$1,987,500										1	1	\$316,250,986
69	SW19002 - Fairground Drainage Improvements	Stormwater	1	\$1,600,000							1				1	\$317,850,986
70	ST16021 - Lewisburg Ave Multiuse Trail (Mack Hatcher- EFBP)	Transportation	1	\$6,094,600						1					1	\$323,945,586
71	ST19002 - Lewisburg Pike Trail (Carriage Park- Collins Farm)	Transportation	1	\$3,500,000										1	1	\$327,445,586
72	PK16004 - North Barn Restoration (Harlinsdale)	Parks & Recreation	3	\$575,000											0	\$328,020,586
73	ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)	Transportation	3	\$20,716,000											0	\$348,736,586
74	PK19006 - Greenway (Harlinsdale Manor to Harlinsdale Farm)	Parks & Recreation	2	\$730,000											0	\$349,466,586
75	PK19013 - Harlinsdale Irrigation & Landscaping Project	Parks & Recreation	1	\$283,270											0	\$349,749,856
76	SW16002 - Parkview Drainage Project	Stormwater	1	\$2,250,000											0	\$351,999,856
77	ST16003 - Goose Creek Bypass Extension	Transportation	1	\$22,207,500											0	\$374,207,356
78	ST16010 - Beta Dr. Extension	Transportation	1	\$4,700,000											0	\$378,907,356

The following projects are not being included in the priority process due to prior approval by the Board via: Resolution, Road Impact Fee Offset Agreement, TDOT Agreement, and/or Annual Budgets.

Project	Category	Staff Ranking	Cost
FD16001 - Fire Station 7 (Goose Creek Area)	Emergency Services	5	\$4,130,000
FM19003 - Municipal Services Complex Improvements	General Services	5	\$3,255,000
PK19003 - Jim Warren Park Tennis Courts	Parks & Recreation	4	\$724,575
SW16008 - Carnton Ln Bridge Replacement	Stormwater	4	\$300,000
ST09001 - Mack Hatcher NW Extension	Transportation	5	\$1,250,000
ST15002 - Columbia Ave (Mack Hatcher to Downs Blvd)	Transportation	5	\$39,475,200
ST16002 - Goose Creek Interchange Lighting	Transportation	5	\$870,000
ST16007 - East McEwen Drive Improvements - Phase 4	Transportation	5	\$34,057,000
ST16008 - East McEwen Dr. Right-Turn Bypass Lane	Transportation	5	\$2,100,000
ST16009 - Franklin Road Improvements & Streetscape	Transportation	5	\$18,178,952
ST16020 - SR96W Multiuse Trai (Vera Valley Dr - 5th Ave N)	Transportation	2	\$5,293,900
ST16037 - Sidewalk Gaps	Transportation	5	\$1,250,000
ST16038 - Major Street Resurfacing	Transportation	5	\$5,400,000
1st Ave. N. and Bridge Street (1st Ave. N. - 2nd Ave. N.) (COF Contract 2014-0344)	Transportation	N/A	\$1,283,355
Liberty Pike (Carothers Pkwy to East of Knoll Top Ln.) (COF Contract 2015-0418)	Transportation	N/A	\$2,850,000
Franklin Road and Mallory Station Road Right Turn Lane (COF 2016-0299)	Transportation	N/A	\$517,910
South Carothers Roadway (COF Contract 2017-0293)	Transportation	N/A	\$1,458,793

The following projects have been excluded from the prioritization process until State or Federal funding is allocated.

Project	Category	Stars	Cost
ST16016 - Lewisburg Pike (Donelson Crk Pkwy to SR- 397)	Transportation	3	\$17,444,000
ST19003 - Mack Hatcher SE Widening	Transportation	4	\$50,041,101
ST19005 - Mack Hatcher SW Extension	Transportation	1	\$67,000,000

City of Franklin, Tennessee
FY 2019-2028 Capital Investment Program

BOMA Priority Projects - Weighted Ranking for Top 25 Projects

Below is the compilation of individual BOMA member responses to the City Administrator's request for CIP project priority rankings. The least number of projects selected by any BOMA member was 24. The #1 project in each BOMA member's list was awarded 20 points. The #2 project was awarded 19 points. This process continues through the #24 project in each list, which is awarded 2 point. All remaining contained in a BOMA member's individual list are assigned a value of 1. The **"TOTAL"** of points possible for any given project is 225 points (9 BOMA members X 25 Points for a #1 Vote). The number of BOMA member's voting for a project, or **"COUNT"**, was used as a tiebreaker for any tied **"TOTAL"** values.

RANK	PROJECT	CATEGORY	STAFF RANKING	EST. COST	BOARD OF MAYOR AND ALDERMEN									TOTAL <i>(Max = 225)</i>	COUNT <i>(Max = 9)</i>	RUNNING TOTAL
					BARNHILL	BLANTON	BRANSFORD	BURGER	MARTIN	MCLENDON	MOORE	PETERSEN	SPEEDY			
1	ST16017 - Long Ln and Old Peytonsville Rd Connector	Transportation	3	\$22,048,800	25	24	25	24	19	21	25	22	25	210	9	\$22,048,800
2	SW16003 - 100 Block Battle Avenue Drainage Improvements	Stormwater	2	\$1,850,000	14	13	21	1	23	11	10		24	117	8	\$23,898,800
3	PK16013 - Greenway & Bridge (Harlinsdale to Chestnut Bend)	Parks & Recreation	4	\$1,032,960	19	20			13		19	14	21	106	6	\$24,931,760
4	ST19004 - McEwen Drive Interchange Modifications	Transportation	4	\$1,000,000				25		5	24	23	22	99	5	\$25,931,760
5	PK16020 - Bicentennial Park	Parks & Recreation	4	\$4,220,000		25	2	15	21	1	9	5	19	97	8	\$30,151,760
6	ST16030 - Lewisburg Ave Sidewalk Improvements	Transportation	4	\$955,260			3	9	22		13	24	23	94	6	\$31,107,020
7	FM16001 - New City Hall	General Services	2	\$24,100,000		22	6	18	25		22		1	94	6	\$55,207,020
8	FM19001 - 5th Ave Parking Lot	General Services	4	\$500,000	5	21	18	6	20		14		6	90	7	\$55,707,020
9	ST16011 - Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	3	\$8,189,235	6	4	19	22			23	7	8	89	7	\$63,896,255
10	PK16009 - Liberty Park Improvements IV	Parks & Recreation	3	\$5,400,000	22	9		20		23		13		87	5	\$69,296,255
11	ST16014 - Franklin Rd & Mallory Station Rd Int Improvements	Transportation	4	\$6,740,000	10	12	22	5	16		3	1	12	81	8	\$76,036,255
12	ST16012 - E McEwen Dr. Ext. (Wilson Pike to City Limits)	Transportation	2	\$9,192,400	12		24	3		10	2	21		72	6	\$85,228,655
13	ST16006 - Jordan Road (Aspen Grove Dr-Mallory Ln)	Transportation	4	\$4,598,480	13	1		21			18	2	13	68	6	\$89,827,135
14	SW19003 - USACE - Home Raising Project	Stormwater	2	\$1,400,000		19				6	17	25		67	4	\$91,227,135
15	PK16008 - Jim Warren Park Renovations	Parks & Recreation	3	\$4,600,000	20		8		4	24		10		66	5	\$95,827,135
16	ST16015 - Carothers Pkwy (Falcon Creek - SR96E)	Transportation	3	\$24,208,944	24						21	1	20	66	4	\$120,036,079
17	SW16001 - Ralston Creek at Liberty Hills Stream Restoration	Stormwater	2	\$350,000	18	1		13	18				15	65	5	\$120,386,079
18	PK16014B - Southeast Municipal Complex Phases II & III	Parks & Recreation	4	\$11,200,000	23	8	13		1			20		65	5	\$131,586,079
19	PK16002 - Main Barn Restoration (Harlinsdale)	Parks & Recreation	4	\$1,719,070		23		8	17		15			63	4	\$133,305,149
20	PK19001 - FSSD (Freedom Middle/Poplar Grove)	Parks & Recreation	2	\$2,087,500		6			1	25	8	11	10	61	6	\$135,392,649
21	PK19002 - FSSD (Freedom Intermediate/Johnson Elementary)	Parks & Recreation	2	\$1,487,500		5	12			22		12	9	60	5	\$136,880,149
22	PK16012 - Greenway (1st Ave North to Bicentennial)	Parks & Recreation	1	\$1,997,800		14		7			16	4	18	59	5	\$138,877,949
23	SW16007 - Maplewood Stormwater Project	Stormwater	4	\$530,000		11		1			6	15	17	50	5	\$139,407,949
24	SW16005 - Jordan Branch (Cool Springs E) Stream Restoration	Stormwater	4	\$760,000	17			12			4		16	49	4	\$140,167,949
25	FM19002 - New Public Parking Structure or Surface Lot	General Services	1	\$8,100,000			17	17		12	1		1	48	5	\$148,267,949
26	PK16016 - Lockwood Glen Park	Parks & Recreation	4	\$5,530,000	2	1		1		1	20	18		43	6	\$153,797,949
27	ST16022 - Carothers Pkwy (Long Ln - Falcon Creek Subd)	Transportation	3	\$12,030,800	8			10		1	11	8	5	43	6	\$165,828,749
28	PK16001 - Hayes Home Restoration (Harlinsdale)	Parks & Recreation	4	\$457,870		16	15	1	9	2				43	5	\$166,286,619
29	SW19004 - West Main Bridge Widening Project	Stormwater	3	\$455,000	7				24	4	7		1	43	5	\$166,741,619
30	ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	Transportation	1	\$12,726,000			23			20				43	2	\$179,467,619
31	PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	2	\$5,172,745			7	4	2	17			11	41	5	\$184,640,364
32	FD19003 - Fire Station 3 Upgrades	Emergency Services	2	\$5,762,500						19		17		36	2	\$190,402,864
33	FD19005 - Safe Rooms for Fire Station 1-6	Emergency Services	2	\$120,000		1				18		16		35	3	\$190,522,864
34	ST16032 - West Main St (Natchez St. to Downs Blvd)	Transportation	2	\$15,211,000		1	20		14					35	3	\$205,733,864
35	PK16018 - Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	3	\$160,000		3	11	14	5			1		34	5	\$205,893,864
36	PK19010 - Thompson Alley Neighborhood Park	Parks & Recreation	3	\$222,000			10		3			19		32	3	\$206,115,864
37	ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)	Transportation	2	\$2,876,400	11	1			10			9		31	4	\$208,992,264
38	FD19004 - New Fire Traning Center	Emergency Services	1	\$3,750,000		18				13				31	2	\$212,742,264
39	PK16006 - Worker House I & II (Harlinsdale)	Parks & Recreation	1	\$474,870		15	14							29	2	\$213,217,134
40	PK16007 - North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	1	\$296,000	3			16	8	1				28	4	\$213,513,134
41	ST16001 - Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	Transportation	3	\$7,121,220	16						12			28	2	\$220,634,354
42	ST16004 - Carothers Pkwy Extension	Transportation	1	\$7,664,000	21	7								28	2	\$228,298,354
43	ST16018 - S. Margin St. Infrastructure Upgrades	Transportation	4	\$8,476,400	9				11				7	27	3	\$236,774,754
44	ST19001 - Main St Sidewalk Repair Project	Transportation	4	\$2,200,000	1	1		19				3	1	25	5	\$238,974,754
45	ST16025 - Oxford Glen Dr Multiuse Trail (Day Lily - McEwen)	Transportation	2	\$2,079,450				23				1		24	2	\$241,054,204
46	PK19008 - Cleburne Street Realignment	Parks & Recreation	1	\$2,220,000	15	1			6					22	3	\$243,274,204
47	FD19007 - Outdoor Warning Sirens	Emergency Services	2	\$70,000		17		1				1		19	3	\$243,344,204
48	FD19001 - Fire Station 9 (East Side of Franklin)	Emergency Services	4	\$6,500,000			5			14				19	2	\$249,844,204

RANK	PROJECT	CATEGORY	STAFF RANKING	EST. COST	BOARD OF MAYOR AND ALDERMEN									TOTAL <i>(Max = 225)</i>	COUNT <i>(Max = 9)</i>	RUNNING TOTAL
					BARNHILL	BLANTON	BRANSFORD	BURGER	MARTIN	MCLENDON	MOORE	PETERSEN	SPEEDY			
49	SW16004 - Figuers Drive Area Drainage Improvements	Stormwater	1	\$1,846,000		10	9							19	2	\$251,690,204
50	ST16024 - Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	Transportation	3	\$3,600,000						15		1		16	2	\$255,290,204
51	PK16005 - Harlinsdale Visitor Center & Museum	Parks & Recreation	3	\$3,517,870			16							16	1	\$258,808,074
52	ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	3	\$14,623,800						16				16	1	\$273,431,874
53	ST16021 - Lewisburg Ave Multiuse Trail (Mack Hatcher- EFBP)	Transportation	1	\$6,094,600					15					15	1	\$279,526,474
54	SW19001 - Carlisle HOA Culvert Project	Stormwater	3	\$535,000						8	5		1	14	3	\$280,061,474
55	ST19002 - Lewisburg Pike Trail (Carriage Park- Collins Farm)	Transportation	1	\$3,500,000									14	14	1	\$283,561,474
56	ST16027 - Boyd Mill Ave (Downs Blvd - SR96W)	Transportation	1	\$5,083,306		1			12					13	2	\$288,644,780
57	ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements	Transportation	2	\$3,274,000				11						11	1	\$291,918,780
58	FD19008 - Fire Station 4 (Kitchen Remodel)	Emergency Services	1	\$60,000		1		1		7				9	3	\$291,978,780
59	FD19002 - Fire Station 10 (Southwest Side of Franklin)	Emergency Services	1	\$7,025,000						9				9	1	\$299,003,780
60	PK19011 - Harlinsdale North Entrance Turn Lane	Parks & Recreation	2	\$2,176,200				1	7					8	2	\$301,179,980
61	PK19015 - Winstead Hill Park	Parks & Recreation	1	\$1,050,000	4	1							1	6	3	\$302,229,980
62	PK16011 - Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	4	\$1,555,000				2					4	6	2	\$303,784,980
63	PK19012 - Old Liberty Neighborhood Park	Parks & Recreation	3	\$150,240								6		6	1	\$303,935,220
64	PK16019 - Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	1	\$1,960,000		1	4							5	2	\$305,895,220
65	PK19009 - Harlinsdale Farm Pond Renovation	Parks & Recreation	2	\$765,000		2		1						3	2	\$306,660,220
66	PK16017 - Greenway (Ascot Ln to I-65)	Parks & Recreation	1	\$1,987,500									3	3	1	\$308,647,720
67	SW19002 - Fairground Drainage Improvements	Stormwater	1	\$1,600,000						3				3	1	\$310,247,720
68	PK19005 - Greenway (Aspen Grove to Mallory Station Rd)	Parks & Recreation	2	\$2,300,000									2	2	1	\$312,547,720
69	FD19006 - Safety Education Village	Emergency Services	4	\$2,750,000								1		1	1	\$315,297,720
70	PK16003 - Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	1	\$1,175,000						1				1	1	\$316,472,720
71	ST16005 - Peytonsville Rd & Pratt Ln Int. Improvements	Transportation	2	\$10,972,866								1		1	1	\$327,445,586
72	PK16004 - North Barn Restoration (Harlinsdale)	Parks & Recreation	3	\$575,000										0	0	\$328,020,586
73	PK19006 - Greenway (Harlinsdale Manor to Harlinsdale Farm)	Parks & Recreation	2	\$730,000										0	0	\$328,750,586
74	PK19013 - Harlinsdale Irrigation & Landscaping Project	Parks & Recreation	1	\$283,270										0	0	\$329,033,856
75	ST16003 - Goose Creek Bypass Extension	Transportation	1	\$22,207,500										0	0	\$351,241,356
76	ST16010 - Beta Dr. Extension	Transportation	1	\$4,700,000										0	0	\$355,941,356
77	ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)	Transportation	3	\$20,716,000										0	0	\$376,657,356
78	SW16002 - Parkview Drainage Project	Stormwater	1	\$2,250,000										0	0	\$378,907,356

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Project	Category	Staff Ranking	Cost
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ST09001 - Mack Hatcher NW Extension	Transportation	5	\$1,250,000
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ST16002 - Goose Creek Interchange Lighting	Transportation	5	\$870,000
ST16007 - East McEwen Drive Improvements - Phase 4	Transportation	5	\$34,057,000
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ST16038 - Major Street Resurfacing	Transportation	5	\$5,400,000
1st Ave. N. and Bridge Street (1st Ave. N. - 2nd Ave. N.) (COF Contract 2014-0344)	Transportation	N/A	\$1,283,355
Liberty Pike (Carothers Pkwy to East of Knoll Top Ln.) (COF Contract 2015-0418)	Transportation	N/A	\$2,850,000
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FY 2019-2028 Capital Investment Program - Project Listing <i>(Excludes Water/Sewer Projects)</i>						
PROJECTS	CATEGORY	STAFF STAR RANKING	TOTAL ESTIMATED PROJECT COST	WATER/SEWER ELIGIBLE COSTS	OUTSIDE FUNDING (i.e. Federal, State)	TOTAL EST. PROJECT COSTS AFTER WATER/SEWER & OUTSIDE FUNDING
FM16001 - New City Hall	General Services	2	\$24,100,000	\$0	\$0	\$24,100,000
FM19001 - 5th Ave Parking Lot	General Services	4	\$500,000	\$0	\$0	\$500,000
FM19002 - New Public Parking Structure or Surface Lot	General Services	1	\$8,100,000	\$0	\$0	\$8,100,000
FD19001 - Fire Station 9 (East Side of Franklin)	Emergency Services	4	\$6,500,000	\$0	\$0	\$6,500,000
FD19002 - Fire Station 10 (Southwest Side of Franklin)	Emergency Services	1	\$7,025,000	\$0	\$0	\$7,025,000
FD19003 - Fire Station 3 Upgrades	Emergency Services	2	\$5,762,500	\$0	\$0	\$5,762,500
FD19004 - New Fire Training Center	Emergency Services	1	\$3,750,000	\$0	\$0	\$3,750,000
FD19005 - Safe Rooms for Fire Station 1-6	Emergency Services	2	\$120,000	\$0	\$0	\$120,000
FD19006 - Safety Education Village	Emergency Services	4	\$2,750,000	\$0	\$0	\$2,750,000
FD19007 - Outdoor Warning Sirens	Emergency Services	2	\$70,000	\$0	\$0	\$70,000
FD19008 - Fire Station 4 (Kitchen Remodel)	Emergency Services	1	\$60,000	\$0	\$0	\$60,000
PK16001 - Hayes Home Restoration (Harlinsdale)	Parks & Recreation	4	\$482,870	\$0	\$25,000	\$457,870
PK16002 - Main Barn Restoration (Harlinsdale)	Parks & Recreation	4	\$1,719,070	\$0	\$0	\$1,719,070
PK16003 - Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	1	\$1,175,000	\$0	\$0	\$1,175,000
PK16004 - North Barn Restoration (Harlinsdale)	Parks & Recreation	3	\$575,000	\$0	\$0	\$575,000
PK16005 - Harlinsdale Visitor Center & Museum	Parks & Recreation	3	\$3,767,870	\$0	\$250,000	\$3,517,870
PK16006 - Worker House I & II (Harlinsdale)	Parks & Recreation	1	\$474,870	\$0	\$0	\$474,870
PK16007 - North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	1	\$346,000	\$0	\$50,000	\$296,000
PK16008 - Jim Warren Park Renovations	Parks & Recreation	3	\$4,600,000	\$0	\$0	\$4,600,000
PK16009 - Liberty Park Improvements IV	Parks & Recreation	3	\$5,400,000	\$0	\$0	\$5,400,000
PK16011 - Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	4	\$1,555,000	\$0	\$0	\$1,555,000
PK16012 - Greenway (1st Ave North to Bicentennial)	Parks & Recreation	1	\$1,997,800	\$0	\$0	\$1,997,800
PK16013 - Greenway & Bridge (Harlinsdale to Chestnut Bend)	Parks & Recreation	4	\$3,032,960	\$0	\$2,000,000	\$1,032,960
PK16014B - Southeast Municipal Complex Phases II & III	Parks & Recreation	4	\$11,200,000	\$0	\$0	\$11,200,000
PK16016 - Lockwood Glen Park	Parks & Recreation	4	\$5,530,000	\$0	\$0	\$5,530,000
PK16017 - Greenway (Ascot Ln to I-65)	Parks & Recreation	1	\$1,987,500	\$0	\$0	\$1,987,500
PK16018 - Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	3	\$160,000	\$0	\$0	\$160,000
PK16019 - Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	1	\$1,960,000	\$0	\$0	\$1,960,000
PK16020 - Bicentennial Park	Parks & Recreation	4	\$4,220,000	\$0	\$0	\$4,220,000
PK19001 - FSSD (Freedom Middle/Poplar Grove)	Parks & Recreation	2	\$4,175,000	\$0	\$2,087,500	\$2,087,500
PK19002 - FSSD (Freedom Intermediate/Johnson Elementary)	Parks & Recreation	2	\$2,975,000	\$0	\$1,487,500	\$1,487,500
PK19005 - Greenway (Aspen Grove to Mallory Station Rd)	Parks & Recreation	2	\$2,400,000	\$0	\$100,000	\$2,300,000
PK19006 - Greenway (Harlinsdale Manor to Harlinsdale Farm)	Parks & Recreation	2	\$730,000	\$0	\$0	\$730,000
PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	2	\$5,272,745	\$0	\$100,000	\$5,172,745
PK19008 - Cushman Street Realignment	Parks & Recreation	1	\$2,270,000	\$50,000	\$0	\$2,220,000
PK19009 - Harlinsdale Farm Pond Renovation	Parks & Recreation	2	\$765,000	\$0	\$0	\$765,000
PK19010 - Thompson Alley Neighborhood Park	Parks & Recreation	3	\$222,000	\$0	\$0	\$222,000
PK19011 - Harlinsdale North Entrance Turn Lane	Parks & Recreation	2	\$2,176,200	\$0	\$0	\$2,176,200
PK19012 - Old Liberty Neighborhood Park	Parks & Recreation	3	\$150,240	\$0	\$0	\$150,240
PK19013 - Harlinsdale Irrigation & Landscaping Project	Parks & Recreation	1	\$283,270	\$0	\$0	\$283,270
PK19015 - Winstead Hill Park	Parks & Recreation	1	\$1,050,000	\$0	\$0	\$1,050,000

PROJECTS	CATEGORY	STAFF	TOTAL ESTIMATED	WATER/SEWER	OUTSIDE FUNDING	TOTAL EST. PROJECT COSTS
		STAR RANKING	PROJECT COST	ELIGIBLE COSTS	(I.e. Federal, State,	AFTER WATER/SEWER & OUTSIDE FUNDING
SW16001 - Ralston Creek at Liberty Hills Stream Restoration	Stormwater	2	\$350,000	\$0	\$0	\$350,000
SW16002 - Parkview Drainage Project	Stormwater	1	\$2,250,000	\$0	\$0	\$2,250,000
SW16003 - 100 Block Battle Avenue Drainage Improvements	Stormwater	2	\$1,850,000	\$0	\$0	\$1,850,000
SW16004 - Figuers Drive Area Drainage Improvements	Stormwater	1	\$1,846,000	\$0	\$0	\$1,846,000
SW16005 - Jordan Branch (Cool Springs E) Stream Restoration	Stormwater	4	\$760,000	\$0	\$0	\$760,000
SW16007 - Maplewood Stormwater Project	Stormwater	4	\$530,000	\$0	\$0	\$530,000
SW19001 - Carlisle HCA Culvert Project	Stormwater	3	\$535,000	\$0	\$0	\$535,000
SW19002 - Fairground Drainage Improvements	Stormwater	1	\$1,600,000	\$0	\$0	\$1,600,000
SW19003 - USACE - Home Raising Project	Stormwater	2	\$4,000,000	\$0	\$2,600,000	\$1,400,000
SW19004 - West Main Bridge Widening Project	Stormwater	3	\$455,000	\$0	\$0	\$455,000
ST16001 - Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	Transportation	3	\$8,490,720	\$1,369,500	\$0	\$7,121,220
ST16003 - Goose Creek Bypass Extension	Transportation	1	\$22,245,000	\$37,500	\$0	\$22,207,500
ST16004 - Carothers Pkwy Extension	Transportation	1	\$7,664,000	\$0	\$0	\$7,664,000
ST16005 - Peytonsville Rd & Pratt Ln Int. Improvements	Transportation	2	\$11,413,416	\$440,550	\$0	\$10,972,866
ST16006 - Jordan Road (Aspen Grove Dr-Mallory Ln)	Transportation	4	\$4,670,480	\$72,000	\$0	\$4,598,480
ST16010 - Beta Dr. Extension	Transportation	1	\$4,955,000	\$255,000	\$0	\$4,700,000
ST16011 - Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	3	\$8,564,235	\$375,000	\$0	\$8,189,235
ST16012 - E McEwen Dr. Ext. (Wilson Pike to City Limits)	Transportation	2	\$18,384,800	\$0	\$9,192,400	\$9,192,400
ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements	Transportation	2	\$3,274,000	\$0	\$0	\$3,274,000
ST16014 - Franklin Rd & Mallory Station Rd Int Improvements	Transportation	4	\$6,740,000	\$0	\$0	\$6,740,000
ST16015 - Carothers Pkwy (Falcon Creek - SR96E)	Transportation	3	\$26,290,984	\$2,082,040	\$0	\$24,208,944
ST16017 - Long Ln and Old Peytonsville Rd Connector	Transportation	3	\$22,288,800	\$340,000	\$0	\$22,048,800
ST16018 - S. Margin St. Infrastructure Upgrades	Transportation	4	\$9,358,400	\$882,000	\$0	\$8,476,400
ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	Transportation	1	\$13,356,000	\$630,000	\$0	\$12,726,000
ST16021 - Lewisburg Ave Multiuse Trail (Mack Hatcher- EFBP)	Transportation	1	\$6,439,600	\$345,000	\$0	\$6,094,600
ST16022 - Carothers Pkwy (Long Ln - Falcon Creek Subd)	Transportation	3	\$12,030,800	\$0	\$0	\$12,030,800
ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)	Transportation	2	\$3,206,400	\$330,000	\$0	\$2,876,400
ST16024 - Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	Transportation	3	\$3,600,000	\$0	\$0	\$3,600,000
ST16025 - Oxford Glen Dr Multiuse Trail (Day Lily - McEwen)	Transportation	2	\$2,079,450	\$0	\$0	\$2,079,450
ST16027 - Boyd Mill Ave (Downs Blvd - SR96W)	Transportation	1	\$6,053,356	\$970,050	\$0	\$5,083,306
ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)	Transportation	3	\$20,896,000	\$180,000	\$0	\$20,716,000
ST16030 - Lewisburg Ave Sidewalk Improvements	Transportation	4	\$1,162,260	\$207,000	\$0	\$955,260
ST16032 - West Main St (Natchez St. to Downs Blvd)	Transportation	2	\$18,766,000	\$3,555,000	\$0	\$15,211,000
ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	3	\$15,742,800	\$1,119,000	\$0	\$14,623,800
ST19001 - Main St Sidewalk Repair Project	Transportation	4	\$2,200,000	\$0	\$0	\$2,200,000
ST19002 - Lewisburg Pike Trail (Carriage Park- Collins Farm)	Transportation	1	\$3,500,000	\$0	\$0	\$3,500,000
ST19004 - McEwen Drive Interchange Modifications	Transportation	4	\$1,000,000	\$0	\$0	\$1,000,000



CITY OF FRANKLIN, TENNESSEE

Jordan Branch Stream

Stream Restoration Project

BOMA Work Session | January 28, 2020

Background



PROJECT LOCATION

COOL SPRINGS EAST SUBDIVISION

123.4 AC – TOTAL DRAINAGE AREA

41.9% OF THE DRAINAGE AREA IS
WITHIN THE HOA AND 58.1% OF THE
DRAINAGE AREA IS OFFSITE.



Background



60' Public Drainage Easement

**SPRINGS EAST SUBDIVISION
SECTION FOUR
23, Pg. 64, R.O.W.C., TN.**

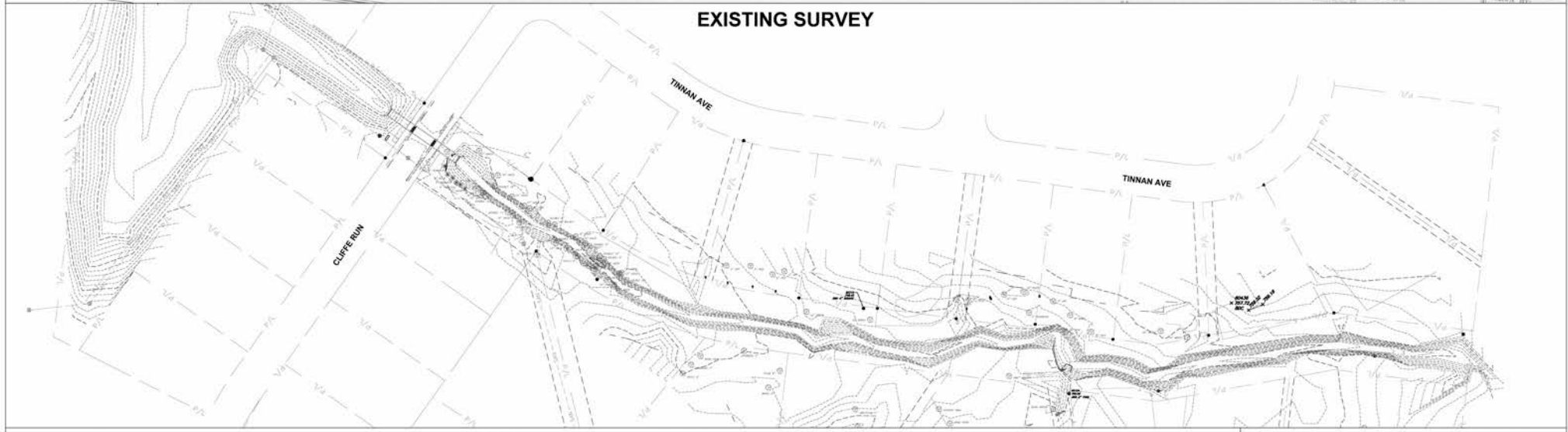
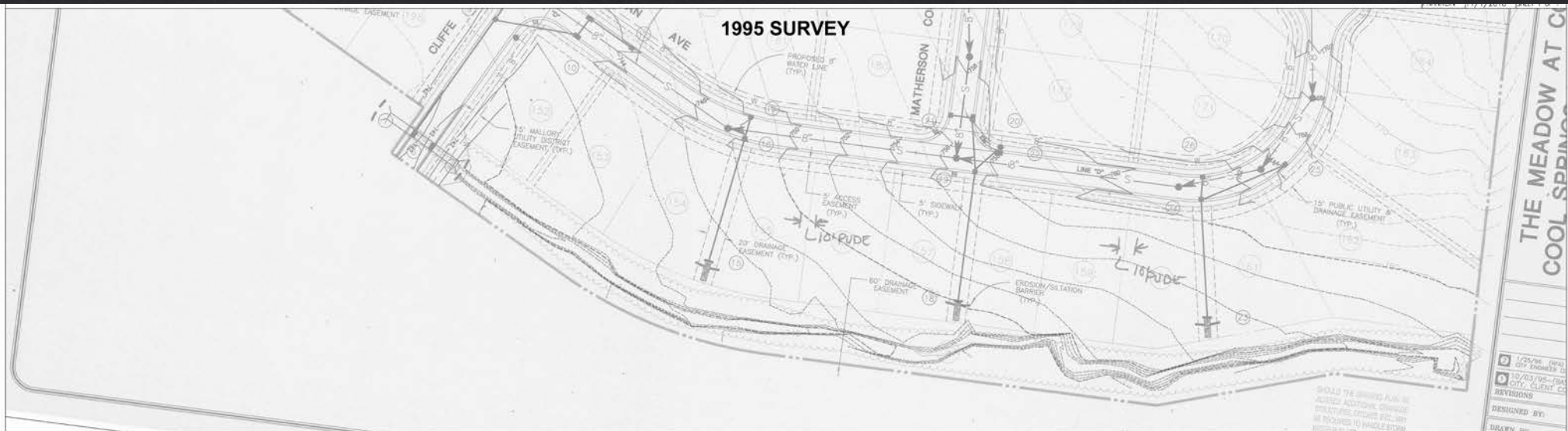
**COMMON OPEN AREA
(NOT A BUILDABLE LOT)**

60' PUBLIC DRAINAGE EASEMENT

**Δ=27° 55' 05"
R=484.06'
L=235.86'
T=120.32'
CHB=N68°34'34"W
CHL=233.54'**

**OWNER: CHARLES W. WITTMORE & CHARLES W. WITTMORE, JR.
David Bn. 344, Pg. 841, R.O.W.C., TN.**

Background



Background

- ◆ **January 10, 2014** – BOMA approved a PSA to initiate a feasibility study.
- ◆ **December 16, 2014** - Feasibility study & recommendations completed.
- ◆ **May 26, 2015** – BOMA approved a PSA for the design of the project.
- ◆ **July 25, 2016** – 1st public meeting held with HOA
- ◆ **Fall 2016** – Property owner questionnaire was sent to residents to obtain feedback on the project.
- ◆ **January 10, 2017** – Additional survey contract was approved by the Board.
- ◆ **March 16, 2017** – 2nd public meeting held with the HOA.
- ◆ **June 2018** – First bid notice issued. No bids received by City staff.
- ◆ **July 2018** – Second bid notice issued. No bids received by City staff.
- ◆ **February 2019** – Third bid notice issued. No bids received by City staff.
- ◆ **May 14, 2019** – Staff met with HOA to discuss bid problems.
- ◆ **July 1, 2019** – The new stormwater budget was approved, and capital funding associated with stormwater projects was moved into the CIP and BOMA's prioritization process.
- ◆ **August 13, 2019** - BOMA's FY2019-2028 CIP and Jordan Branch Stream Bank was not included.
- ◆ **October 17, 2019** – Staff reviewed the HOA's tree removal quote of \$547,875.



Project Options Moving Forward

- ◆ Option 1: HOA waits on the City of Franklin to prioritize this project at an estimated cost of \$1,300,000 and try to re-bid the project a 4th time.
- ◆ Option 2: HOA funds the project at an estimated cost of \$1,300,000.
- ◆ Option 3: HOA removes the trees (\$547,875) and the City restores the ditch/stream bank (~\$650,000). This would require an agreement and BOMA Funding.
- ◆ Option 4: HOA removes the trees and the City reimburses the HOA (\$547,875). The City then restores the ditch/stream bank. This would require an agreement and BOMA Funding (~\$1,300,000).
- ◆ Option 5: HOA continues to remove trees that are problematic and the ditch/stream bank continues to deteriorate.





FIELDSTONE FARMS Sidewalk Initiative



By: Dan Thomas

FIELDSTONE FARMS *Sidewalk Initiative*

- ❖ My Background
- ❖ Why I'm Here Today
- ❖ Sidewalk Project Proposal
- ❖ Construction Company Estimates
- ❖ Timing -- Why Now?
- ❖ Conversations with the City of Franklin
- ❖ Questions & Discussion

FIELDSTONE FARMS

Sidewalk Initiative

❖ Moved to Fieldstone Farms
3 Years Ago



FIELDSTONE FARMS *Sidewalk Initiative*



Lexington Parkway

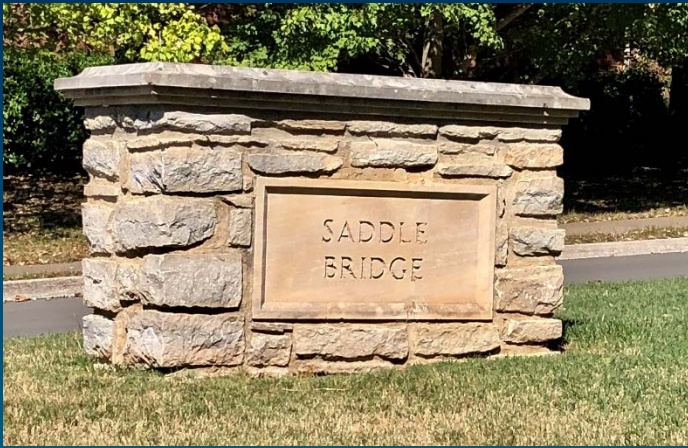
FIELDSTONE FARMS Sidewalk Initiative



Blackhorse Parkway

FIELDSTONE FARMS

Sidewalk Initiative

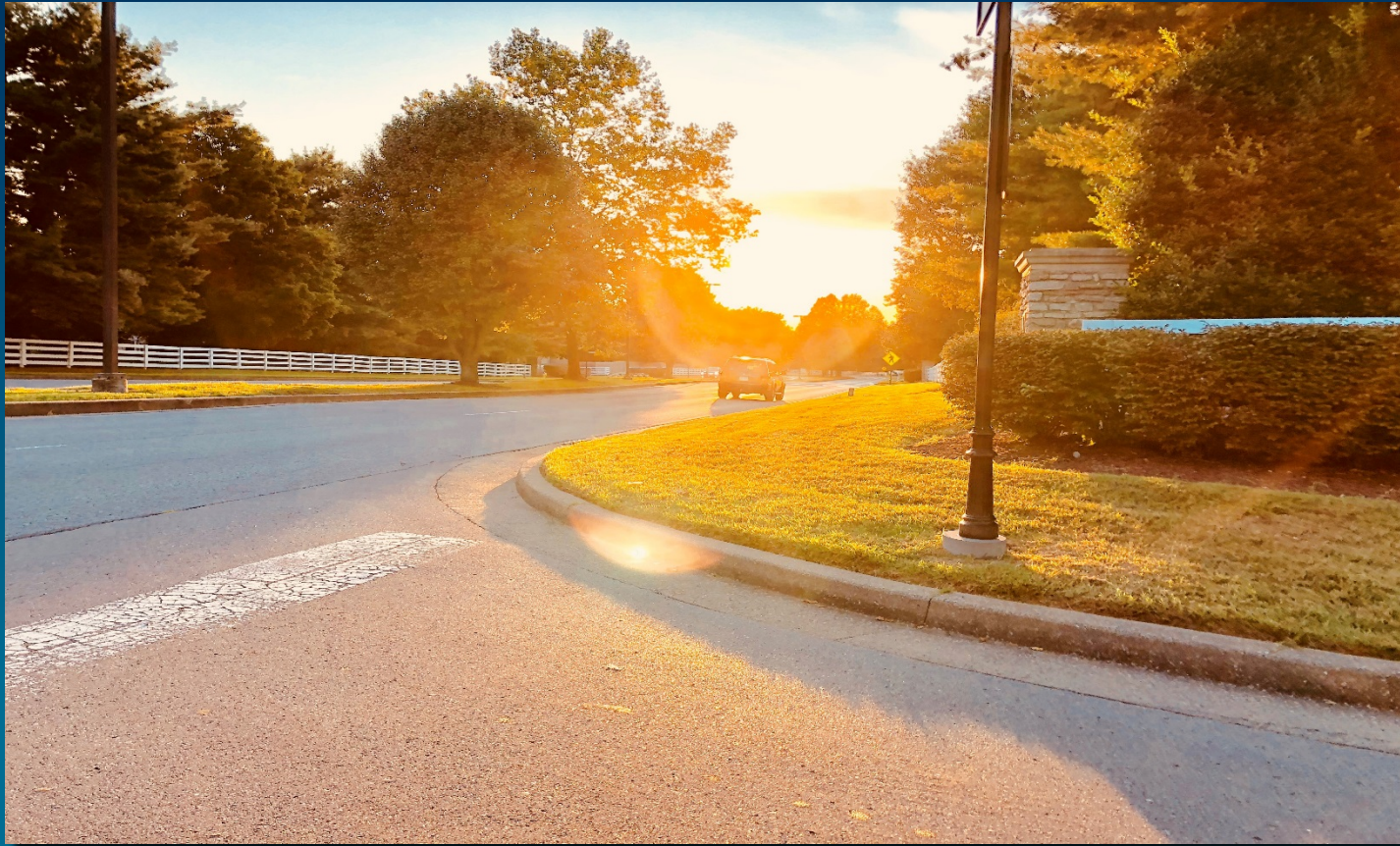


FIELDSTONE FARMS Sidewalk Initiative



High Speed....40+mph

FIELDSTONE FARMS Sidewalk Initiative



Dangerous Visibility.....Low Sun Angle

FIELDSTONE FARMS Sidewalk Initiative



Dangerous Visibility.....Low Sun Angle

FIELDSTONE FARMS

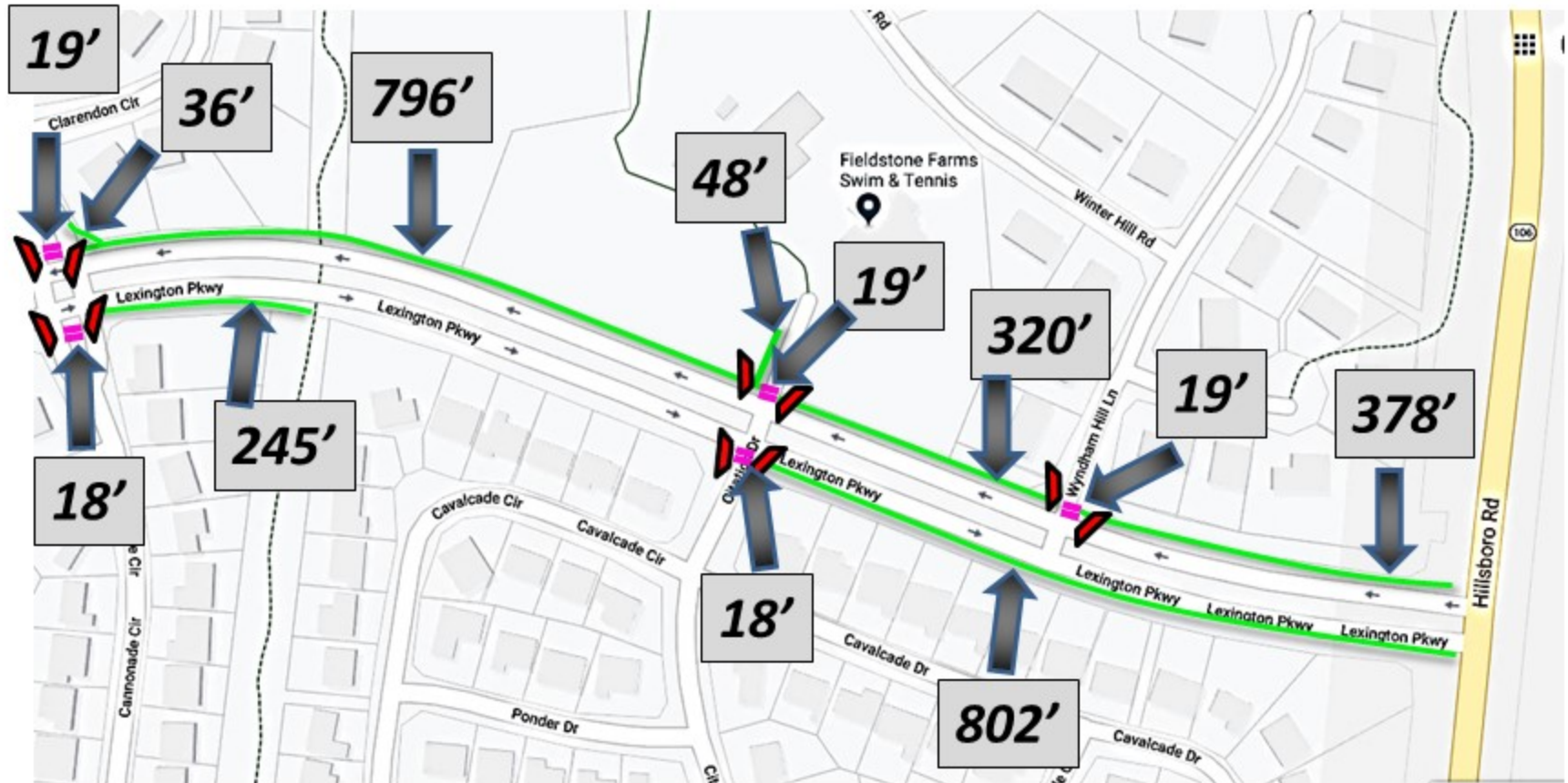
Sidewalk Initiative



LEXINGTON PARKWAY

(Hillsboro Road to Cannonade Circle)

2,625' of sidewalk, 93' of median cut throughs, & 10 ADA Ramps



Sidewalk



Median Cut-Through

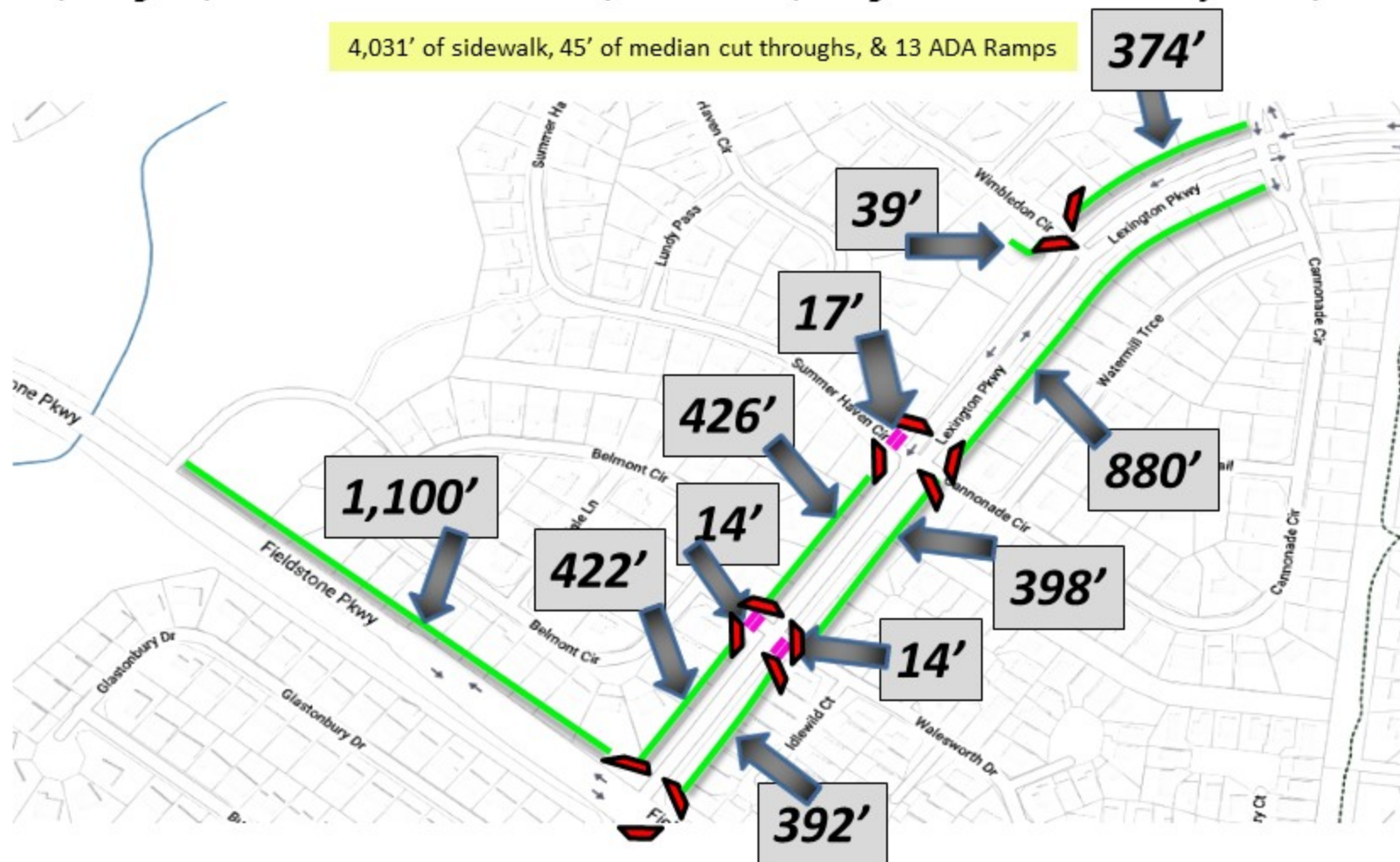


ADA Ramp

LEXINGTON PARKWAY to FIELDSTONE PARKWAY

(Lexington (Cannonade Circle to Fieldstone) & Fieldstone (Lexington to Crosswalk at Utility Station))

4,031' of sidewalk, 45' of median cut throughs, & 13 ADA Ramps



Sidewalk



Median Cut-Through



ADA Ramp

FIELDSTONE PARKWAY

(Lexington Parkway to Tenbury Pass/Trent Park Place)

1,009' of sidewalk, 18' of median cut throughs, & 4 ADA Ramps



Sidewalk



Median Cut-Through



ADA Ramp

FIELDSTONE PARKWAY

(Tenbury Pass/Trent Park Place to Hillsboro Road)

2,194' of sidewalk, 19' of median cut throughs, & 5 ADA Ramps



Sidewalk



Median Cut-Through



ADA Ramp

FIELDSTONE FARMS

Sidewalk Initiative

Construction Company Estimates:

- *D. Nickell Company, LLC* \$780k
- *Roy T. Goodwin Contractors* \$650k
- *Whitman's Construction* \$360k
- *KCS Construction* No Less Than \$400k
- *May Construction* \$390k

FIELDSTONE FARMS

Sidewalk Initiative

\$390,000...all
inclusive, except
cutting noses off
islands where
necessary

PROPOSAL	
M. A. Y. Construction Company, Inc. P.O. Box 1025 Franklin, TN 37065 Office/Fax: 615.791.9877	
PROPOSAL NO. 002647	
SHEET NO.	
DATE 9-16-19	
PROPOSAL SUBMITTED TO: Dr. Thomas	WORK TO BE PERFORMED AT:
NAME Fieldstone Farms	ADDRESS Lexington Pkwy Sidewalk
ADDRESS Lexington Pkwy	Fieldstone
Franklin, TN	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Approx 50,000 sq. Ft. of 4" Sidewalk with 2'-4' of Stone Dirt Removal & haul off. Dirtwork around Sidewalk when completed. All work to be to G.O.F. Specs. 3,500 psi Concrete with Fiberglass Expansion Material @ 30'. Joints @ 5'. Approx 32 ADA Ramp to City of Franklin Specs. This does not include Curb Removal & Replacement.

This is an Approximate Quote. It will vary little to none unless there is something you Request Different.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **Three Hundred and ninety thousand** Dollars (\$ **390,000.00**) with payments to be made as follows. **pay as progress is approved**

Respectfully submitted
Per **M.A.Y. Const. Co. Inc.**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Note — This proposal may be withdrawn by us if not accepted within **30** days.

FIELDSTONE FARMS Sidewalk Initiative

*** Fieldstone Farms HOA Wants to
Partner with the City of Franklin

- *2,137 homes -- @6,000 residents*
- *7.5% of population of Franklin*
- *Hunters Bend Elementary School -- @500 students*
- *Walkers, joggers, cyclists, & all drivers would benefit!*

FIELDSTONE FARMS

Sidewalk Initiative

QUESTION: Why now?

ANSWER: The danger has never been greater.



*Distracted
Drivers*



*Amazon Delivery
Trucks*



*Pool Membership
Up @1,000%*

FIELDSTONE FARM Sidewalk Initiative

Conversations with the City of Franklin:

- Dana McLendon (Alderman, 2nd Ward)
 - o Supports & would vote for city funding of sidewalks on Lexington & Fieldstone Parkways
 - o Present at Monday's monthly HOA meeting for discussion
 - Little chance of city funding if no HOA funding
 - Reasonable to good chance of city funding if joint funding committed by HOA – city could leverage funds (add sidewalks for ½ price)
 - Said he'll get me added to February 27th Capital Investment Committee Board Meeting agenda to present

FIELDSTONE FARMS

Sidewalk Initiative

Conversations with the City of Franklin:

- Paul Holzen (Director of Engineering)
 - o When funding plan established, he'll approve project quickly
 - o Eric Gardner (Neighbor/Civil Engineer)
 - Evaluate plat together & approve
 - Eric has agreed to do this
 - NO need for survey team or engineering report

FIELDSTONE FARMS Sidewalk Initiative

Conversations with the City of Franklin:

- Derrick McCord (Senior Road Inspector)
 - o Both KCS & May Construction would do excellent work
 - o Will walk & evaluate project once approved & work closely with construction company

FIELDSTONE FARMS Sidewalk Initiative

Conversations with the City of Franklin:

- Charlie Warner (Franklin Police Dept. PIO)
 - o Lexington & Fieldstone Parkways – last 5 years
 - 391 speeding tickets
 - Average: +17.5 mph
 - Top speed 58 mph

SUMMARY

- ❖ May Construction -- @390k
- ❖ Fieldstone Farms HOA would like to partner with the City of Franklin on this project.
- ❖ Joint funding
- ❖ Sidewalks on Lexington & Fieldstone would eliminate this major safety vulnerability for the @6,000 Franklin residents & additional visitors to Fieldstone Farms.

FIELDSTONE FARMS

Sidewalk Initiative



Questions & Discussion

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2020-0067**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **C & T ENGINEERING** 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:

INSERT PROJECT NAME AND DESCRIPTION

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and /or construction engineering and inspection services, for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Three Hundred Twenty-Three Thousand Four Hundred Ten and 00/100 Dollars (\$323,410.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2020.**

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 claims, judgments, losses, damages, and expenses to the extent such claims, 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. The City shall retain an ownership and property interest therein whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 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: Vice President
Date: 3/23/2020

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

203 Third Ave South
Franklin, TN 3706



615.567.3306
www.ct-eng.net

2/25/2020

Ms. Michelle Hatcher, P.E.
Director Water Management
City of Franklin
124 Lumber Drive
Franklin, TN 37064

Delivered via electronic mail to: michelle.hatcher@franklintn.gov

**Re: Proposal for Professional Services to Provide Construction Engineering Inspection (CEI)
Spencer Creek at Franklin Road Sanitary Sewer Rehabilitation Construction Project**

Director Hatcher,

C&T Engineering and Inspection (C&T) is pleased to submit this Letter Proposal to the City of Franklin as discussed and requested for construction engineering and inspection (CEI) services for the Spencer Creek Sanitary Sewer Construction project. Also included in this proposal is providing CEI services for the sanitary sewer replacement project at Frazier Drive in Cool Springs East that will be provided within the same project bid set.

The purpose of this project is the replacement of approximately 1,462 linear feet of 36-inch sanitary sewer line, 720 linear feet of 12-inch sanitary sewer line and 362 linear feet of 8-inch sanitary sewer along Spencer Creek including crossing under Spencer Creek, Franklin Road and the CSX Railroad; replacement of 175 linear feet of 8-inch sanitary sewer along Frazier Drive in Cool Springs East.

The scope of work shall include construction management and administration, construction engineering and inspection, utility coordination and conflict resolution, materials testing, progress payment and schedule reviews, substantial completion inspection and final completion project closeout. We intend to subconsultant the necessary laboratory materials testing for this project to ECS Southeast Limited. C&T RPR will capture any field testing at the hourly rate listed in Exhibit B.

We have coordinated with City staff and based our cost estimate on the most recent set of plans and specifications prepared for the City.

PROFESSIONAL SERVICES

The scope of work will consist of the following services. Please see Exhibit A for a fully detailed Scope of Work.

Construction Phase Services

- Administrative Services
- Construction Engineering and Inspection (CEI)
- Utility Coordination and Conflict Resolution
- Provide Limited Field and Laboratory Materials Testing
- Review and Recommend for Approval Contractor's Applications for Payments
- Attend Substantial Completion Inspection and prepare punch list if needed.
- Attend Final Inspection to determine if work is acceptable for final payment to Contractor.

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Franklin, TN 3706



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TIME of SERVICE

C&T Engineering and Inspection will begin working with the City upon receipt of an executed contract and will complete professional services within 13-months, beginning with the preconstruction meeting and having a construction duration of 12-months. One month will be for project closeout.

FEE

Services for this project will be billed monthly at direct labor rates with all overhead direct costs included in the labor rate. A detailed Fee Schedule can be found in Exhibit B. Subconsultants will be billed at C&T's cost incurred. C&T will complete these scope of services outlined herein as an hourly not-to-exceed fee of \$323,410.00. A summary of our not to exceed fee is as follows.

Task	Description	Fee
1	Administration Services	\$9,880.00
2	Construction Engineering and Inspection (CEI)	\$301,455.00
3	Utility Coordination and Conflict Resolution	\$6,300.00
4	Materials Testing "Laboratory Testing"	\$1,785.00
5	Progress Payments	\$1,260.00
6	Substantial Completion	\$1,680.00
7	Final Completion	\$1,050.00
Not-to-Exceed Fee		\$323,410.00

ADDITIONAL SERVICES

Any services not specifically outlined in this Proposal, or considered to be additional services, can be provided upon written approval. These services will be billed at direct hourly rates.

We sincerely appreciate the opportunity to work with the City of Franklin Water Management Department and to present this proposal for providing professional services. If you have any questions or require additional information, please let me know.

Sincerely,
C&T Engineering and Inspection

Tom Lamb
Project Manager

EXHIBIT A-SCOPE OF WORK

Task 1- Administration Services

This task includes review of field staff DWRs, test reports and other documentation to be submitted to the City for the project files. The Administrative Assistant will maintain electronic files and electronic correspondence distribution. In addition, schedules and budgets will be monitored and timely invoices submitted over the 52-week construction contract through final completion.

Task 2- Construction Engineering and Inspection (Resident Services)

A Resident Project Representative (RPR) will be provided for the duration of the construction contract not to exceed 12-months and assumes a maximum 11-hour workday excluding Saturdays and Sundays and not to exceed 2871 manhours. The RPR will conduct on-site observations and field inspections to determine if the work is generally in accordance with the approved Contract Documents. The RPR will prepare a Daily Work Report (DWR) capturing the Contractor's work hours on the job site, capturing and documenting quantities, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. The RPR will attend monthly project status meetings facilitated by the City and coordinate with the City Project Manager to review pencil copy Applications for Payment submitted by the contractor each calendar month. The RPR will participate in the Substantial Inspection walk through, prepare punch list and collaborate with the Project Manager to prepare Final Change Order and project closeout.

Task 3- Utility Coordination and Conflict Resolution

C&T will facilitate a Utility Conference with utility stakeholders separate from the Pre-construction conference. We will act as the City's primary contact regarding utility work and notify impacted utility companies of the contractor's proposed schedule and any proposed changes during construction. We will review potential conflict points and inform utilities of any proposed field changes and complete a conflict review of any pertinent field revisions. We will also coordinate with the Tennessee Department of Transportation (TDOT) and the CSX Railroad stakeholders prior to entering and traversing their respective Right-of-Ways with the new gravity sewer.

Task 4- Materials Testing (Field & Laboratory)

C&Ts RPR will perform soil and concrete field-testing services as needed in the field, required by the specifications and or as directed by the City Project Manager. Field Testing services will include but not be limited to proof rolling observations, in place field density testing, concrete air, slump, temperature and unit weight testing. Representative concrete cylinders will be cast for compressive strength testing including initial curing onsite and transported to the laboratory for final curing and compressive strength testing. Field testing work is included in the RPRs hourly rate. All laboratory materials testing will be performed by a subconsultant with an established testing budget of \$1,785.00.

Task 5- Progress Payments

C&T staff will coordinate with the Prime Contractor each month of the contract and conduct a pencil copy review of the Payment Application. Quantities will be reviewed against captured field

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measurements and reconciled. After reconciliation a validated Payment Application will be sent to the City of Franklin Project Manager for final processing.

Task 6- Substantial Completion

When the Prime Contractor notifies the City in writing that he is substantially complete C&T will schedule a Substantial Completion inspection to ascertain if substantial completion has been achieved pursuant to the definition of Substantial Completion in the approved contract documents. If it is determined that the project is substantially complete C&T will recommend to the Owner to issue a Certificate of Substantial Completion to the contractor.

Task 7- Final Completion and Project Closeout

After Substantial Completion has been reached and all outstanding deficiencies have been corrected and the contractor has fulfilled his contractual obligations; C&T will recommend to the City final acceptance of the work and recommend final payment, release of retainage, consent of Surety and final change order for project closeout.

EXCLUSIONS

The following items are excluded from this proposal.

- Redesign of contract documents
- Facilitate Preconstruction Meeting and Monthly Progress Meetings
- RFI review and response/Submittal review and response
- Change management/work change directives and preparation of change orders
- Project Management/Project Coordination/Project Scheduling
- General Administration of the Construction Contract
- Witnessing of Factory Testing
- American Iron and Steel compliance services
- Davis-Bacon Labor compliance services
- Preparation of Final Asbuilt drawings

EXHIBIT B-2020 CLASSIFICATION HOURLY RATE SCHEDULE

LABOR CATEGORY	BILLING RATE (\$/hour)
Principal	\$215
Professional Engineer II	\$175
Professional Engineer I	\$145
Designer II	\$125
Project Manager	\$115
Resident Project Representative	\$105
CADD Technician	\$95
Administrative Secretary	\$75

RESOLUTION 2020-25

A RESOLUTION AWARDDING THE CONSTRUCTION CONTRACT (COF 2020-0005) FOR WATSON BRANCH CULVERT REHABILITATION TO CHASE RELINE, INC., IN THE AMOUNT OF \$539,266.00 AND ESTABLISHING A PROJECT CONTINGENCY OF \$100,000.00.

WHEREAS, On August 13, 2019, the Board of Mayor and Aldermen approved Resolution 2019-68, "A Resolution To Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program)"; and

WHEREAS, The Watson Branch Culvert Rehabilitation Project was included on the CIP project list in the amount of \$530,000; and

WHEREAS, On February 20th, 2020, sealed bids were received by the City of Franklin Engineering Department, 109 Third Avenue South, Franklin, Tennessee, 37064, and was publicly opened and read aloud for the Watson Branch culvert rehabilitation project (COF 2020-0005); and

WHEREAS, After careful review and tabulation of submitted bid, City staff recommends awarding the construction contract (COF 2020-0005) to Chase Reline, Inc. in the amount of (\$539,266.00).

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

SECTION I. Approval is granted to award the construction contract (COF 2020-0005) to Chase Reline, Inc., for the Watson Branch Culvert Rehabilitation Project in the amount of (\$539,266.00)

SECTION II. Approval is granted to create a project contingency in the amount of (\$100,000) for the Watson Branch Rehabilitation Project.

SECTION III. Authority is granted to the City Administrator, City Engineer, and the Assistant Director of Engineering to review and approve the spending of all project funds, both in the bid award and from the project contingency, toward the completion of the Watson Branch Culvert Rehabilitation Project.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

EXHIBIT A - BID FORM

COF 2020-0005

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	105-01	CONSTRUCTION STAKES LINES AND GRADES	1	LS	\$1,500.00	\$1,500.00
	201-01	CLEARING AND GRUBBING (AS NEEDED WITHIN EASEMENTS AND RIGHT-OF-WAY)	1	LS	\$2,500.00	\$2,500.00
	202-01.13	REMOVAL OF STRUCTURES & OBSTRUCTIONS (ENDWALLS AND SAFETY GRATE)	1	EACH	\$7,500.00	\$7,500.00
	202-03	REMOVAL OF RIGID PAVEMENT (EX CONCRETE SWALE)	257	SY	\$38.00	\$9,766.00
1	202-08.10	REMOVAL OF CURB (EXTRUDED SLOPING CURB) (AS DIRECTED BY THE ENGINEER)	15	LF	\$85.00	\$1,275.00
3	209-08.02	TEMPORARY SILT FENCE (WITH BACKING) (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE)	655	LF	\$8.00	\$5,240.00
	209-08.08	ENHANCED ROCK CHECK DAM (AS DIRECTED BY THE ENGINEER, AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE)	2	EACH	\$1,500.00	\$3,000.00
	209-09.03	SEDIMENT FILTER BAG (15'X15')	1	EACH	\$1,400.00	\$1,400.00
	303-10.01	MINERAL AGGREGATE (SIZE 57) (FOR USE WITH SEDIMENT FILTER BAG) (COST INCLUDES INSTALLATION, REPAIR, MAINTENANCE, REMOVAL AND RESTORATION)	45	TON	\$75.00	\$3,375.00
		63"X45" HDPE LINER INSIDE EXISTING 81"X59" CMP	352	LF	\$625.00	\$220,000.00
5	611-07.01	CLASS A CONCRETE (6:1 SLOPE) (SLOPE PAVE PIPE ENDWALLS)	6	CY	\$1,750.00	\$10,500.00
6	611-09.02	REWORK CATCHBASIN	2	EACH	\$1,250.00	\$2,500.00
	702-01.01	EXTRUDED SLOPING CURB (AS DIRECTED BY THE ENGINEER)	15	LF	\$85.00	\$1,275.00
	707-03.01	STOCK FENCE	40	LF	\$30.00	\$1,200.00
	707-03.02	END, BRACED LINE, CORNER POST ASSEMBLY (STOCK FENCE)	6	EACH	\$125.00	\$750.00
	707-01.26	WOOD FENCE 1 (NEW CONSTRUCTION) (AS DIRECTED BY THE ENGINEER. CONTRACTOR TO COORDINATE FINAL LOCATION WITH CITY AND PROPERTY OWNER)	150	LF	\$30.00	\$4,500.00
	707-01.28	WOOD FENCE 3 (NEW CONSTRUCTION) (AS DIRECTED BY THE ENGINEER. CONTRACTOR TO COORDINATE FINAL LOCATION WITH CITY AND PROPERTY OWNER)	124	LF	\$30.00	\$3,720.00
	707-06.01	REMOVAL OF FENCE (EXISTING TDOT STOCK FENCE)	40	LF	\$30.00	\$1,200.00

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	707-06.02	REMOVAL AND DISPOSAL OF EXISTING RESIDENTIAL WOOD FENCE (AS DIRECTED BY THE ENGINEER)	274	LF	\$20.00	\$5,480.00
	707-08.11	HIGH VISIBILITY CONSTRUCTION FENCE	412	LF	\$5.00	\$2,060.00
	709-05.05	MACHINED RIPRAP (CLASS A-3) (CONSTRUCTION ENTRANCE) (COST INCLUDES INSTALLATION, REPAIR, MAINTENANCE, REMOVAL AND RESTORATION)	606	TON	\$37.00	\$22,422.00
	712-01	TRAFFIC CONTROL (SIGNAGE AND CONSTRUCTION BARRELS AS SHOWN ON THE PLANS)	1	LS	\$12,000.00	\$12,000.00
	717-01	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00
7	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	1129	SY	\$8.00	\$9,032.00
2, 8	803-01	SODDING (NEW SOD INSTALLATION SHALL BE INSTALLED ON TOPSOIL. TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6 INCHES)	1457	SY	\$3.00	\$4,371.00
	795-12.03	PIPE GROUTING	400	CY	\$275.00	\$110,000.00
4	797-11.38	BY-PASS PUMPING	1	LS	\$15,000.00	\$15,000.00
2	805-12.05	FLEXAMAT STABILIZATION	405	SY	\$140.00	\$56,700.00
	EPSC 1	CONCRETE WASHOUT (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE)	2	EACH	\$500.00	\$1,000.00

Total Bid Price (Total of all Unit Price Bids) \$539,266.00

FOOTNOTES:

- 1) QTY IS FOR REMOVING DAMAGED CURB AT THE PROPOSED CONSTRUCTION ENTRANCE (AS DIRECTED BY THE ENGINEER).
- 2) SITE PREPERATION, EARTHWORK, ROAD AND DRAINAGE EXCAVATION, EMBANKMENT AND STRIPPING/STOCKPILING TOP SOIL AS NEEDED IS NOT A PAY ITEM AND SHALL BE INCLUDED IN OTHER ITEMS.
- 3) 89 LF FOR SEDIMENT FILTER BAG IN ADDITION TO WHAT IS SHOWN ON THE PLANS.
- 4) UNDER THIS ITEM THE CONTRACTOR IS REQUIRED TO FURNISH ALL MATERIALS, LABOR, EQUIPMENT, POWER, MAINTENANCE, ETC. TO IMPLEMENT TEMPORARY SANDBAGING, PIPING AND PUMPING SYSTEMS FOR THE PURPOSE OF DIVERTING THE EXISTING POND OVERFLOW, AS WELL AS SURFACE AND GROUND WATER FLOW AROUND THE WORK AREA FOR THE DURATION OF THE PROJECT AS NEEDED. THIS ITEM MAY NOT BE REQUIRED IF BASE FLOW IS LOW AND WILL ONLY BE USED AS DETERMINED BY THE ENGINEER.

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)						
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL

5) INCLUDES SLOPE PAVING, WWF 6"X6" AND GRADING/SITE PREPERATION/EARTHWORK AS NEEDED.

6) INSERT PIPE INTO EXISTING CATCHBASINS, CUT OUT OPENINGS IN LARGE CULVERT, SEALING CONNECTIONS WITH GROUT PER SPECIFICATIONS. PIPE GROUTING SHALL BE PAID SEPERATLY.

7) 89 SY FOR SEDIMENT FILTER BAG; 1,039 SY FOR CONSTRUCTION ENTRANCE/STAGING AREA

8) THE CITY WILL MEASURE AND PAY FOR SODDING BY THE SQUARE YARD. THIS ITEM INCLUDES ALL WATERING AND OVERSEEDING NECESSARY TO ENSURE 100% STABLIZATION. WATER AND OVERSEEDING WILL NOT BE PAID FOR AND WILL BE CONSIDERED INCIDENTAL TO OTHER ITEMS.

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF FRANKLIN, TENNESSEE
FOR
THE HARPETH RIVER
FLOOD RISK MANAGEMENT PROJECT

THIS AGREEMENT is entered into this _____ day of _____, ____, by and between the Department of the Army (hereinafter the “Government”), represented by the Nashville District Engineer and the City of Franklin, Tennessee (hereinafter the “Non-Federal Sponsor”), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, Section 205 of the Flood Control Act of 1948, as amended (33 U.S.C. 701s) (hereinafter “Section 205”), authorizes the Secretary to undertake construction of small nonstructural flood risk management projects not specifically authorized by Congress;

WHEREAS, pursuant to the authority provided in Section 205, design and construction of the Harpeth River, Franklin, Tennessee Flood Risk Management Project (hereinafter the “Project”, as defined in Article I.A. of this Agreement) was approved by the Division Commander for Great Lakes and Ohio River Division (hereinafter the “Division Commander”) on September 6, 2019;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 205 may not exceed \$10,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means nonstructural flood risk management features consisting of voluntary floodproofing of eligible homes, using methods involving alterations, modification, and raising in place, as generally described in the Harpeth River, Franklin, Tennessee Flood Risk Management Detailed Project Report, dated September 3, 2019 and approved by the Division Commander on September 6, 2019.

B. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, placement area improvements, and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; or betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

C. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

D. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding existing railroad bridges and approaches thereto), or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

E. The term “placement area improvements” means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

F. The term “functional portion thereof” means a portion of the Project that has been completed and that can function independently and for a useful purpose, as determined in writing by the District Commander for Nashville District (hereinafter the “District Commander”), although the remainder of the Project is not yet complete.

G. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project.

The in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

H. The term “betterment” means a difference in design or construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

I. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

J. The term “Federal Participation Limit” means the \$10,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. However, if after completion of the design portion of the Project the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsor shall contribute 35 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project. If the Government determines that the Non-Federal Sponsor’s estimated credits for real property interests, placement area improvements, and relocations will exceed 35 percent of construction costs, the Government, in its sole discretion, may acquire any of the remaining real property interests, construct any of the remaining placement area improvements, or perform any of the remaining relocations with the cost of such work included as a part of the Government’s cost of construction. Nothing in this provision affects the Non-Federal Sponsor’s responsibility under Article IV for the costs of any cleanup and response related thereto.

2. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2., above, the Government shall determine the estimated additional amount of funds required from the Non-Federal Sponsor to meet its 35 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of risk reduction afforded by the Project.

G. The Non-Federal Sponsor shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

H. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsor shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement and shall implement such plan not later than one year after completion of construction of the Project. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood risk reduction provided by such work. The Non-Federal Sponsor shall provide an information copy of the plan to the Government.

I. The Non-Federal Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

J. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of flood risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

K. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in

writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

L. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

M. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

N. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the placement area improvements necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsor with a written notice to proceed with such improvements. The Non-Federal Sponsor shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, placement area improvements, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, construct the placement area improvements, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor’s responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests, placement area improvements, and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review

and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated

value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of placement area improvements required for the Project. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide any placement area improvements required for the Project. Such costs shall include, but not necessarily be limited to, actual costs of constructing the improvements; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Tennessee would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the

Government, nor any additional cost of using new material when suitable used material is available.

4. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

5. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project.

ARTICLE VI - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be \$4,942,000, with the Government's share of such costs projected to be \$3,212,300 and the Non-Federal Sponsor's share of such costs projected to be \$1,729,700, which includes creditable real property interests, relocations, and placement area improvements projected to be \$201,250, creditable in-kind contributions projected to be \$0, and the additional amount of funds required to meet the 35 percent cost share projected to be \$1,528,450. Costs for betterments are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government

and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests, placement area improvements, and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Nashville (H3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the Non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if the final accounting determines that the Non-Federal Sponsor's credit for real property interests, placement area improvements, and relocations combined with credit for in-kind contributions exceed its share of construction costs for the Project, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

F. If the Government agrees to acquire or provide, as applicable, real property interests, placement area improvements, relocations, or betterments on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to “FAO, USAED, Nashville (H3)” to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

City Engineer
Engineering Department
109 3rd Avenue South, Suite 142
Franklin, TN 37064

If to the Government:

District Commander
Nashville District
110 9th Avenue South, Room A405
Nashville, TN 37203

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF FRANKLIN

BY: _____
Sonny B. Avichal, P.E.
Lieutenant Colonel, U.S. Army
District Engineer

BY: _____
Dr. Ken Moore
City of Franklin, Tennessee
Mayor

DATE: _____

DATE: _____

COF Contract No. 2020-0071
Exhibit B
PPA Cost Share Apportionment

PPA Cost Share

Total Project Cost	4,942,000.00	100%
Federal	3,212,300.00	65%
Non-Federal	1,729,700.00	35%
Cash	1,528,450.00	31%
In-Kind	-	
LERRDs	201,250.00	4%

Cost Apportionment

Design & Implementation				
	FY2020	FY2021	FY2022	Totals
Design Documentation, Plans & Specifications	\$ 96,250	\$ 79,250	\$ 69,250	\$ 244,750
Construction	\$ 1,238,000	\$ 2,000,000	\$ 1,237,000	\$ 4,475,000
Construction Management	\$ 5,000	\$ 8,000	\$ 8,000	\$ 21,000
LERRDs	\$ 90,000	\$ 90,000	\$ 21,250	\$ 201,250
Monitoring*				\$ -
Total Project Cost	\$ 1,429,250	\$ 2,177,250	\$ 1,335,500	\$ 4,942,000
Federal/non-Federal Cost				
Federal Share	\$ 929,013	\$ 1,415,213	\$ 868,075	\$ 3,212,300
Non-Federal Share	\$ 500,238	\$ 762,038	\$ 467,425	\$ 1,729,700
Non-Federal cash	\$ 410,238	\$ 672,038	\$ 446,175	\$ 1,528,450
non-Federal Work In-Kind		\$ -		\$ -
non-Federal LERRDs	\$ 90,000	\$ 90,000	\$ 21,250	\$ 201,250
* First \$100K of Feasibility Phase Costs are full Federal, with additional costs split 50/50 for all CAP Sections except 204, which is 100% full Federal. **Monitoring Costs (only applicable to CAP Sections 206 and 1135 and GLFER Section 506)				

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Cost Sharing Per Task	
Federal 65%	Non-Federal 35%
\$ 159,087.50	\$ 85,662.50
\$ 2,908,750.00	\$ 1,566,250.00
\$ 13,650.00	\$ 7,350.00
3,081,487.50	1,659,262.50

Total Cash



- Type
- ☒ All
 - ☐ Facilities
 - ☐ Parks
 - ☐ Stormwater
 - ☐ Transportation
 - ☐ Water Management
- Phase
- ☒ All
 - ☐ Design
 - ☐ ROW
 - ☐ Construction
- Project Status
- All
 - Active
 - Completed

Dollars Spent To Date
\$701,949

Project Budget
\$19,634,800

Design

ROW

Construction

Current Projects

**29**

- 1 - East McEwen Drive Phase 5 Extension
- 2 - Fire Station No. 7 (Goose Creek Area)
- 3 - Municipal Services Complex Improvements
- 4 - Southeast Municipal Complex (Park)
- 5 - Lockwood Glen Park
- 6 - Bicentennial Park
- 7 - Harlinsdale Farm Bridge & Greenway
- 8 - East Flank Circle Resurfacing
- 9 - 100-Block Battle Avenue Drainage Improvements
- 10 - Watson Branch (Maplewood) Culvert Rehabilitation
- 11 - Liberty-Mallory Interersection Improvements
- 12 - East McEwen Drive Roundabout Improvements
- 13 - SR-96 West Multi-Use Trail
- 14 - Westhaven Boulevard Traffic Signal
- 15 - Jordan Road Improvements
- 16 - Old Peytonsville Road & Long Lane Bridge & Connector
- 17 - West Main Street Bridge Widening
- 18 - Columbia Avenue Widening & Improvements

