



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, February 9, 2016

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [16-0136](#) Conversion of High Mast Interstate Lights to LED (Light-emitting Diode) technology

Sponsors: Andrew Orr
Attachments: [High Mast LEDs Slides](#)
[Recommendation from Sustainability Commission](#)

2. [16-0038](#) Consideration of Resolution 2015-77 Directing the Appropriation of Funds from the Housing Reserve Fund for the Purpose of Reducing the Development Costs Associated with the Construction of a Single Family Home by Habitat for Humanity of Williamson-Maury County (02-09-16 WS)

Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [Resolution for 2015 Habitat of Williamson-Maury County](#)

3. [16-0124](#) Consideration of Ordinance 2015-71 To Be Entitled "An Ordinance to Rezone .4578 Acres from Specific Development-Residential (SD-R 0) District to Office Residential (OR) District for the Property Located at 1102 West Main Street." (01/28/16 FMPC 8-0; 02/09/16 BOMA 1ST READING 8-0, 03-09-16 BOMA 2nd Reading 6-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, Franklin Municipal Planning Commission and Josh King
Attachments: [ORD 2015-71 1102 WMain St Rezoning lawapproved](#)
[5976 Map 1102WMain Rezoning](#)
[1102 W Main Street - Rezoning.pdf](#)
[ZoningMapsHistorical.pdf](#)
[Public Notice Affidavit, Labels & Rcpt.pdf](#)
[5976 Ord2015-71 1102WMainSt Revised](#)

Legislative History

1/28/16	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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4. [16-0125](#) *Consideration of a Professional Services Agreement (COF Contract No. 2016-0015) with Barge Waggoner Sumner & Cannon, Inc. for the Preliminary Engineering Phase (Environmental Only) for the Columbia Avenue Widening Improvements Project in an Amount Not to Exceed \$1,070,450.00 (01/28/16 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [COF 2016-0015 ColumbiaAve_PrelimEngrPSA.lawapproved.pdf](#)
[COF 2016-0015 ColumbiaAve_PrelimEngrPSA-Attachment_A.pdf](#)
- Legislative History**
- | | | |
|---------|------------------------------|------------------------------|
| 1/28/16 | Capital Investment Committee | referred to the Work Session |
|---------|------------------------------|------------------------------|
5. [16-0160](#) *Consideration of Road Impact Fee Offset Agreement (COF Contract No 2015-0418) with SouthStar, LLC for Arterial Roadway Improvements to Liberty Pike (Carothers Parkway to Knoll Top Lane)
- Sponsors:** Paul Holzen
- Attachments:** [2015-0418_SouthStar_Road_Impact_Fee_Agreement_Law_Approved](#)
[COF 2015-0418 Exhibit A and B](#)
6. [16-0161](#) Discussion concerning the SR96 East Sidewalk Project (Pinkerton Park to Mack Hatcher Parkway Project)
- Sponsors:** Paul Holzen
- Attachments:** [1-27-2016 PUBLIC MEETING EXHIBITS2](#)
7. [16-0103](#) Contract COF 2016-0011 Fieldstone Park Lease Agreement with Williamson County Parks & Recreation Department. (02-09-16 WS)
- Sponsors:** Lisa Clayton
- Attachments:** [2015 10 22 City of Franklin Fieldstone Park Lease Agt K#15-312-SIGNED \(01 1](#)
8. [16-0169](#) Follow-up presentation and general discussion on recommended revisions to the City's Parkland Dedication Ordinance.
- Attachments:** [Parkland Dedication Ordinance – Follow-up 2-4-16.pdf](#)

Other Business

Adjournment

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

HIGH MAST INTERSTATE LEDS



February 2016

High Mast Interstate Lights

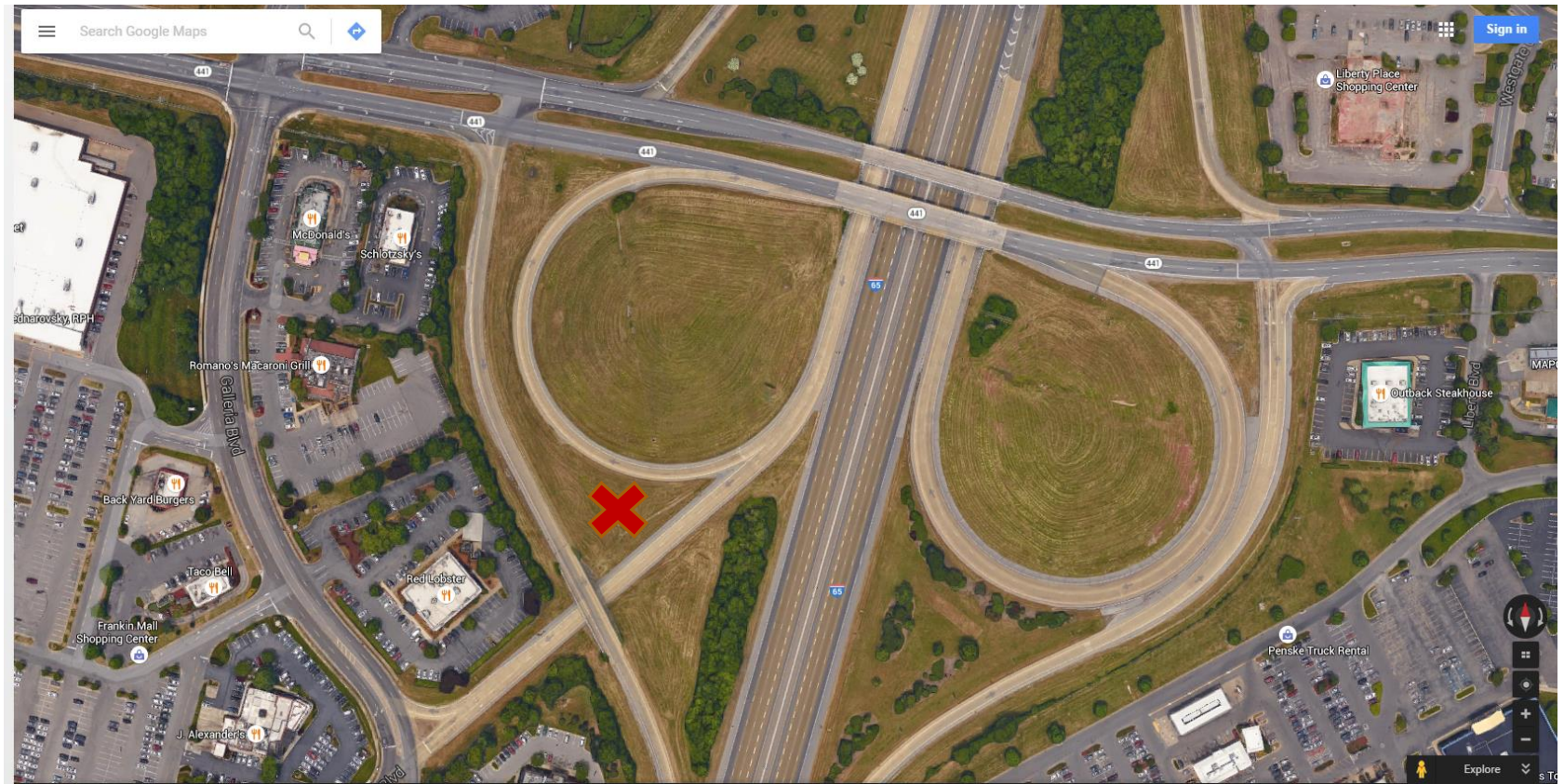
Existing Conditions

- City owned and maintained
- Total of 26 poles
- Located at each I-65 Interchange except Goose Creek
- Each pole has 4, 6, or 8 lights
- Total of 168 individual light fixtures
- 3 poles have been retrofitted to LED
- 16 LED lights installed
- 8 different utility bills



Three Existing Poles have been retrofitted





Case Study: Moore's Lane and I-65

What are the benefits of LEDs?

- **Cost Savings**
 - Reduced Energy Usage
 - Reduced Maintenance
- **Better Light Quality**
 - Improved Aesthetics
 - Improved Visibility



Moores Lane High Mast

Located between Macaroni Grille and I-65

6 fixtures mounted on the pole (only lights on the meter)

Conventional 1000 watt High Pressure Sodium lights

2012 Total Energy Cost= \$1,164 (\$194/light)

Retrofitted to LEDs in 2013

Moores Lane High Mast

Before and After LED Conversion

<u>Year 2012</u>	<u>Energy Cost</u>	<u>kWh</u>
January	\$127	2124
February	\$104	1750
March	\$114	1908
April	\$94	1603
May	\$88	1499
June	\$72	1204
July	\$77	1289
August	\$76	1277
September	\$99	1652
October	\$89	1508
November	\$103	1746
December	\$122	2046
Total:	\$1,165	19,606

<u>Year 2014</u>	<u>Energy Cost</u>	<u>kWh</u>
January	\$75	1248
February	\$59	991
March	\$68	1139
April	\$52	881
May	\$46	784
June	\$51	851
July	\$40	674
August	\$45	746
September	\$51	845
October	\$62	1036
November	\$58	963
December	\$63	1046
Total:	\$670	11,204

Moore's Lane High Mast Gen 1

2012 Total Energy Cost= \$1,164

2014 Total Energy Cost=\$670 (43% savings)

Cost of Gen 1 Holophane High Mast LEDs: \$1800/fixture (440 watt)

Cost of conventional light (1,000 watt):

- \$750/fixture (6 year lifecycle)
- \$40/bulb (6 years)
- \$350/ballast (10 year lifecycle)

****Result:** We love the lights, but payback did not pencil out (10-12 years)

Holophane High Mast Gen 2

The price was reduced \$600/unit

Energy efficiency increased by 20%

Cost of Gen 2 Holophane High Mast LEDs: \$1200/fixture

Includes 5 year warranty; life expectancy up to 20 years

Mount Juliet, TN

Providence Interchange in Mount Juliet

Exit 226 on I-40; previously unlit

First interchange in Tennessee to be all LED;

The screenshot shows a news article from News 5. The main headline is "New LED Lighting For Mt. Juliet Interchange". Below the headline, it says "BY: Mark Ballinger", "POSTED: 6:07 PM, Oct 13, 2015", and "UPDATED: 7:29 AM, Oct 13, 2015". The main image is a close-up of a modern, multi-lumen LED street light fixture. To the right of the main image is a sidebar with a "TRENDING NOW" section listing three stories: "101st Airborne To Deploy To Iraq, Kuwait In 2016 - Story", "Memorial Service To Honor Former U.S. Senator Fred Thompson - Story", and "Arrest Made In Downtown Shooting, Attempted Robbery - Story". Above the trending section is an advertisement for the Children's Hospital at Williamson Medical Center, which says "NOW OPEN!". At the bottom of the page, there is a small text line: "MT. JULIET, Tenn. - Highway crews have begun shedding new light".

5 Home Sections Weather Traffic

New LED Lighting For Mt. Juliet Interchange

BY: Mark Ballinger
POSTED: 6:07 PM, Oct 13, 2015
UPDATED: 7:29 AM, Oct 13, 2015

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MT. JULIET, Tenn. - Highway crews have begun shedding new light

Weekly Savings

Children's Hospital at Williamson Medical Center
NOW OPEN!

TRENDING NOW

- 101st Airborne To Deploy To Iraq, Kuwait In 2016 - Story
- Memorial Service To Honor Former U.S. Senator Fred Thompson - Story
- Arrest Made In Downtown Shooting, Attempted Robbery - Story

Children's Hospital at Williamson Medical Center
NOW OPEN!

Current HPS vs LED GEN 2

Cost of Gen 2 Holophane High Mast LEDs: \$1200/fixture

- Decrease of \$600 and increased energy efficiency
- Includes 5 year warranty; life expectancy of up to 20 years

Existing HPS

- Current Maintenance: Approximately \$7,500/year on high mast lighting
- Current Utility Bill: \$31,000/year on all high mast lighting (about \$185/light)
- Total=\$38,500

Gen 2 LED

- Proposed Maintenance = \$0
 - Proposed Utility Bill = \$11,700
 - Total=\$11,700
-
- Total annual savings: \$26,920

Economic Payback

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Existing Costs:												
Electricity Cost	\$31,200	\$31,512	\$31,827	\$32,145	\$32,467	\$32,792	\$33,119	\$33,451	\$33,785	\$34,123	\$34,464	\$34,809
Maintenance	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Total:	\$38,700	\$39,012	\$39,327	\$39,645	\$39,967	\$40,292	\$40,619	\$40,951	\$41,285	\$41,623	\$41,964	\$42,309
If LEDs				6 year cost=		\$236,943						
Cost of LEDs	\$180,000											
Electricity Costs	\$11,780	\$11,898	\$12,017	\$12,137	\$12,258	\$12,381	\$12,505	\$12,630	\$12,756	\$12,884	\$13,012	\$13,143
Maintenance Cost	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Total:	\$192,780	\$12,898	\$13,017	\$13,137	\$13,258	\$13,381	\$13,505	\$13,630	\$13,756	\$13,884	\$14,012	\$14,143
				6 year cost=		\$258,471						
1% electricity cost Increase/yr				TVA Rebate =		- \$10,000						
						\$248,471						

With a one for one conversion, the payback period is approximately 6 years.

Conclusion

- THERE ARE SEVERAL BENEFITS FOR CONVERTING HIGH MAST LIGHTS TO LED
 - BETTER OVERALL LIGHT QUALITY AND AESTHETICS
 - APPROXIMATELY \$27,000 SAVINGS/YEAR
 - ELIGIBLE FOR TVA ENERGY RIGHT SOLUTIONS INCENTIVE WORTH ABOUT \$10,000
 - 6 YEAR PAYBACK
 - LONG LIFE EXPECTANCY

January 8, 2016

TO: Eric Stuckey, City Administrator
Vernon Gerth, Assistant City Administrator
Russell Truell, Assistant City Administrator
Joe York, Director of Streets Department
Franklin Board of Mayor and Aldermen

FROM: LK Browning, Chair of the City of Franklin Sustainability Commission
Andrew Orr, Principal Planner

SUBJECT: Recommendation to include funding for high mast LED interstate lights in the FY 2016-2017 Budget.

Purpose: The Sustainability Commission respectfully recommends that the City retrofit all city-owned and maintained high mast interstate lights to LEDs.

Background: In January 2013, the Streets Department purchased and installed Holophane I high mast LED lights on a pole near the Moores Lane and I-65 interchange. The pole is located near the southbound on-ramp and contains six lights. This site was selected for the test because the pole is on a sole source electric meter. In 2012, before the new lights were installed, the City spent \$1,165 on electricity for the one pole near Moore's Lane (19,606 kWh were consumed). In 2014, after LEDs were installed, the energy cost and usage dropped to \$670 and 11,204 kWh, respectively. In addition to 43% savings, visibility and aesthetics were greatly improved.

Currently, the City has a total of 168 high mast lights spread across 26 poles along I-65. Each pole has four, six, or eight lights. The City has high mast lights at the Moores Lane, Cool Springs Boulevard, McEwen Drive, and Murfreesboro Road interchanges. Currently, there are no high mast lights at the Goose Creek interchange. Three poles totaling 16 fixtures have already been converted to LEDs and are distinguished by their white light. The other two poles are located at the Cool Springs Blvd and Murfreesboro Road/I-65 interchanges.

Two years ago, the City considered retrofitting all of the high mast lights to LEDs. At that time, the price per unit was too high and the project did not make good financial sense. In 2015, Holophane introduced an updated version. The Holophane II LEDs are 20% more efficient and 30% less expensive than the Holophane Generation I units installed at our test site near Moores Lane. It is noteworthy that the new generation LEDs are 63% more efficient than the existing lights used by the City.

The cost to retrofit all lights is estimated at \$180,000. The combined annual energy and maintenance savings is approximately \$27,000 and the payback, is approximately six years. According to Mathue Bean, a Sustainability Commission Member employed by Middle Tennessee Electric Membership Corporation (MTEMC), this project is eligible for the Tennessee Valley Authority (TVA) incentive program called Energy Right Solutions which encourages energy conservation projects. TVA Comprehensive Services Staff in partnership with MTEMC analyzed the proposal to retrofit all of the City's existing fixtures to LEDs and based upon the energy savings, determined that the City would be eligible to receive an incentive worth approximately \$10,000.

Recommendation: The Sustainability Commission supports the budget request to convert all high mast interstate lights to LEDs in order to reduce energy and maintenance costs and to enhance the overall lighting along I-65.

RESOLUTION 2015-77

TO BE ENTITLED, "A RESOLUTION DIRECTING THE APPROPRIATIONS OF FUNDS TO BY HABITAT OF WILLIAMSON-MAURY COUNTY FOR THE PURPOSE OF REDUCING THE DEVELOPMENT FEES ASSOCIATED WITH THE CONSTRUCTION OF TWO (2) SINGLE FAMILY HOMES BY HABITAT OF WILLIAMSON-MAURY COUNTY."

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee believe stable housing is the foundation upon which families build their lives, achieve good health, and pursue their economic potential; and

WHEREAS, in order to effectively promote the production of a variety of housing options throughout the City, the Board of Mayor and Aldermen realize that initiatives and strategies are necessary to create and sustain a diversity of housing within Franklin; and

WHEREAS, the Board of Mayor and Alderman have established a Water and Wastewater System Development and Access Fee Incentive Program and Inclusionary Zoning Ordinance where funds are deposited and may be used to create housing for families whose income is below 80% of the Greater Nashville, Franklin, Murfreesboro MSA median income threshold; and

WHEREAS, Habitat of Williamson-Maury County has requested assistance from the Board of Mayor and Alderman for development costs, including, but not limited to, sanitary sewer and water development fees (access, system development, tap, and effluent fees) for development of two (2) single family homes located at 228 Strahl Street and 353 Natchez Street in the amount of \$30,000.00; and

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

The Board of Mayor and Aldermen has determined the construction of two (2) single family homes that will be sold to a low to moderate income family, as defined by the Metropolitan Statistical Area Median Income and HUD, does contribute to the diversity of housing options with our community and in doing so the Board of Mayor and Alderman agree to appropriate Thirty Thousand and No/100 Dollars (\$30,000.00) from the Housing Reserve Fee-in-Lieu Account #170-23630-00000 account to Habitat of Williamson-Maury County to be used solely to pay for development fees associated with the construction of two (2) single family homes located on Strahl Street and Natchez Street, in the City of Franklin.

Adopted this the ____ day of _____, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
Eric S. Stuckey, City Administrator/Recorder

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM:

BY: _____
Shauna R. Billingsley, City Attorney

ORDINANCE 2015-71

AN ORDINANCE TO REZONE .4578 ACRES FROM SPECIFIC DEVELOPMENT-RESIDENTIAL (SD-R) DISTRICT TO OFFICE RESIDENTIAL (OR) DISTRICT FOR THE PROPERTY LOCATED AT 1102 WEST MAIN STREET.

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

WHEREAS, OR zoning provides for land uses compatible with both the Land Use Plan and the surrounding development.

WHEREAS, the zoning is reviewed and approved by BOMA, after a recommendation from the FMPC.

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

SECTION I: The following described property shall be, and are hereby, zoned Office Residential (OR):

SURVEYOR'S DESCRIPTION

Land in the Ninth Civil District of Williamson County, Tennessee, City of Franklin, being the same property conveyed to Karl E. Haury, Sr. and Reese L. Smith, Jr. and more particularly described by re-survey as follows:

Beginning on an existing iron pin in the north margin of West Main Street, said point of beginning being the southeast corner of the tract herein described and the southwest corner of Colony House Condominiums (Plat Book 08, Page 30, Register's Office for Williamson County, Tennessee) thence with the north margin of West Main Street, South 54 degrees 36 minutes 38 seconds West, 100 feet to an iron pin set this survey, the southwest corner of the tract herein described and the southeast corner of Mrs. Roberta T. Hood (Book 80, Page 005, Register's Office for Williamson County, Tennessee) thence leaving the north margin of West Main Street, North 27 degrees 52 minutes 58 seconds West, 205.59 feet to a wooden fence post corner (formerly an iron pin), the northwest corner of the tract herein described, the northeast corner of Hood, and a point in the line of Colony House Condominiums; thence North 58 degrees 06 minutes 52 seconds East, 98.01 feet to an existing iron pin, the northeast corner of the tract herein described and a corner in the line of Colony House Condominiums; thence South 28 degrees 16 minutes 42 seconds East 199.37 feet to the point of beginning, containing 0.4578 acres, more or less, according to survey by Howard George, Registered Land Surveyor, Tennessee No. 872, George & Sanderson Surveying (203 Fourth Avenue South, Franklin, Tennessee, 37064) and shown on their plat dated September 11, 1990.

Zoning Reference Number:

Map--Parcel	Acres
078G---02101	.4578
TOTAL	.4578

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED APPROVAL:

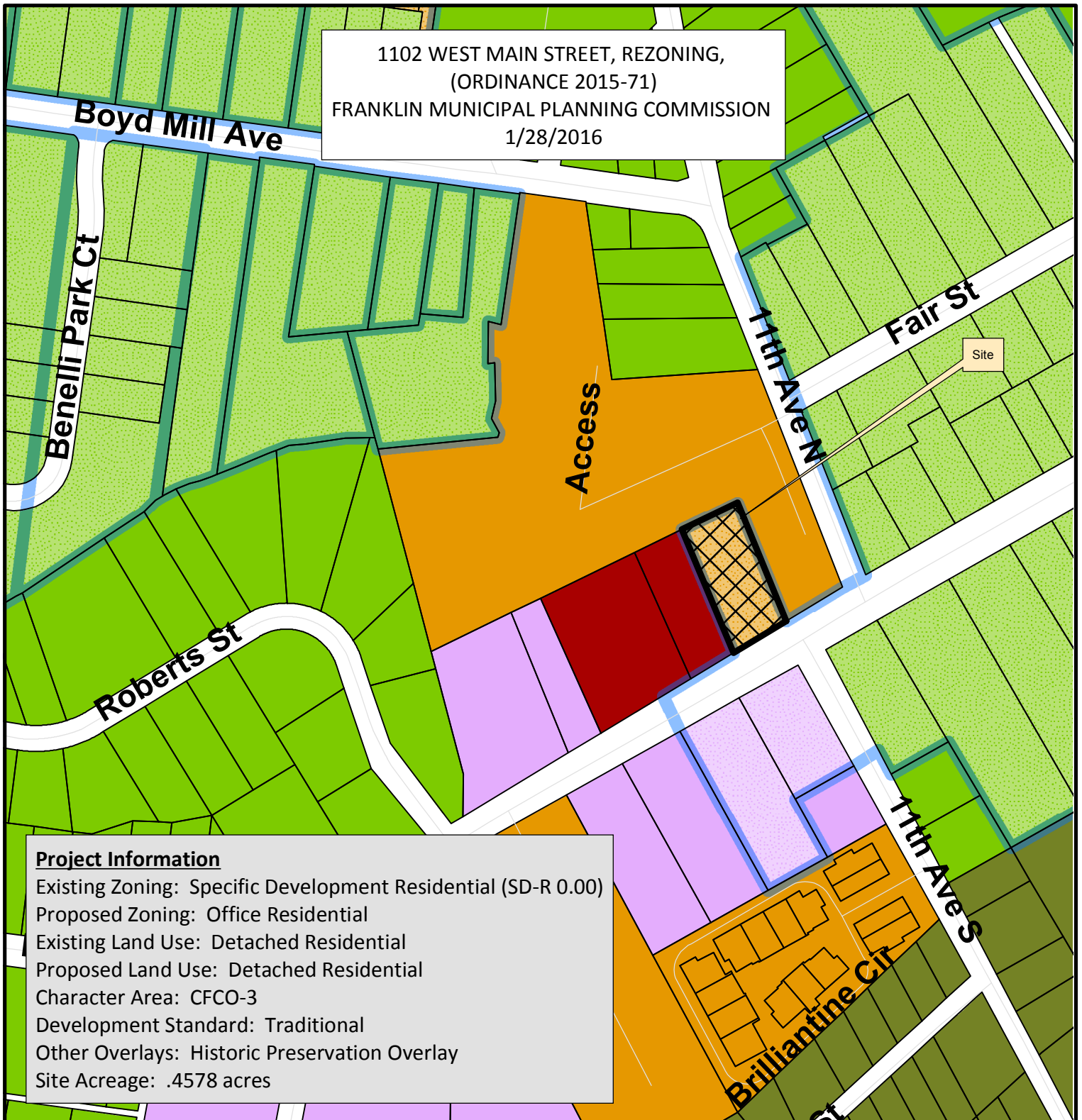
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

1102 WEST MAIN STREET, REZONING,
(ORDINANCE 2015-71)
FRANKLIN MUNICIPAL PLANNING COMMISSION
1/28/2016



Project Information

Existing Zoning: Specific Development Residential (SD-R 0.00)
Proposed Zoning: Office Residential
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: CFCO-3
Development Standard: Traditional
Other Overlays: Historic Preservation Overlay
Site Acreage: .4578 acres

- | | |
|--|---------------------------------------|
| 1102 W. Main | SD-R Specific Development-Residential |
| HPO Boundary | SD-X Specific Development-Variety |
| AG Agricultural District | OR Office Residential District |
| ER Estate Residential | GO General Office District |
| R-1 Residential District | CC Central Commercial District |
| R-2 Residential District | NC Neighborhood Commercial District |
| R-3 Residential District | GC General Commercial District |
| R-6 Historic Core Residential District | LI Light Industrial District |
| RM-10 Attached 10 Residential District | HI Heavy Industrial District |
| RM-15 Attached 15 Residential District | CI Civic and Institutional District |
| RM-20 Attached 20 Residential District | |



0 125 250 500
Feet

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

FOR

DAVID B. & PAMELA V. STEUNEBRINK

1102 W. MAIN STREET

WILLIAMSON COUNTY, FRANKLIN, TN 37064

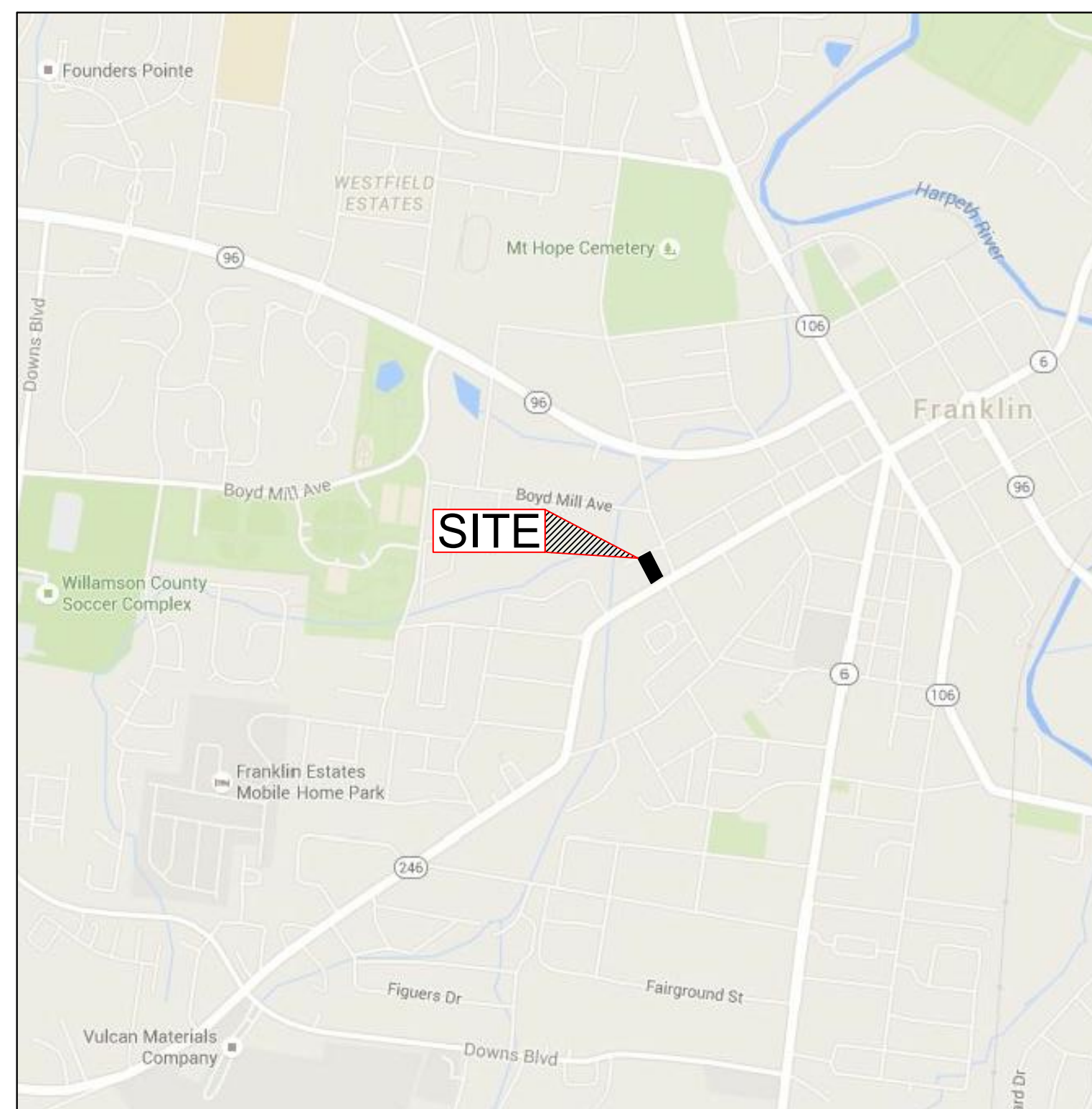
LOT 21.01

OWNER:
DAVID B. AND PAMELA V. STEUNEBRINK
1102 W. MAIN STREET
FRANKLIN, TN 37064

APPLICANT:
DAVID B. AND PAMELA V. STEUNEBRINK
1102 W. MAIN STREET
FRANKLIN, TN 37064

PLANNER/CIVIL ENGINEER/ARCHITECT:
KEVIN BOHMAN
(615) 928-5123
bohman@cesoinc.com
CESO, INC.
7101 EXECUTIVE CENTER DRIVE, SUITE 197
BRENTWOOD, TN 37027

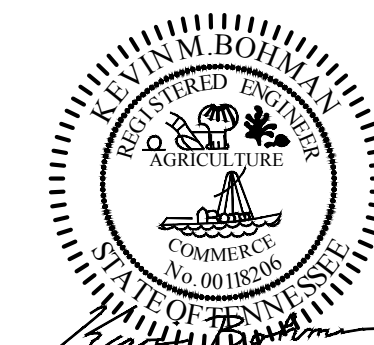
SURVEYOR:
DONOVAN BENSON
(615) 928-5123
benenson@cesoinc.com
CESO, INC.
7101 EXECUTIVE CENTER DRIVE, SUITE 197
BRENTWOOD, TN 37027



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

SHEET INDEX

C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS/AERIAL



SUBMITTAL DATE: SEPTEMBER 25, 2015
RESUBMITTAL DATE: DECEMBER 1, 2015
RESUBMITTAL DATE: JANUARY 8, 2016



1	0788 G 02101 0009078G	Steunebrink, David & Pamela	1102 West Main St	Franklin TN 37064
2	0788 G 02100C0108078G	Gessley, Theodore & Kimberlee	2849 Robins Nest Rd	Thompson Station TN 37179
3	0788 J 02500 0009078G	Thomson, Thomas & Paula	1022 West Main St	Franklin TN 37064
4	0788 J 02400 0009078G	Kriebel, Robert & Patricia	1018 West Main St	Franklin TN 37064
5	0788 J 02300 0009078G	Logan, David & Claudia	1016 West Main St	Franklin TN 37064
6	0788 J 02200 0009078G	Felmer, Robert & Ruth	116 S. Third St	Pulaski TN 38479
7	0788 J 02100 0009078G	Dillard, Betty & Kelly, Theodore	1012 West Main St	Franklin TN 37064
8	0788 J 02040 0009078G	Sanders, Oscar Carroll	1009 Fair St	Franklin TN 37064
9	0788 J 02030 0009078G	Smith, Wilbert & Kimberly	1011 Fair St	Franklin TN 37064
10	0788 J 02020 0009078G	Garner, John & Mitzi	1013 Fair St	Franklin TN 37064
11	0788 J 02010 0009078G	Vallancourt, James & Mary	1015 Fair St	Franklin TN 37064
12	0788 F 01500 0009078G	Alenxander, Doris & Donald	1008 Fair St	Franklin TN 37064
13	0788 F 01300 0009078G	Luna, Wanda	1010 Fair St	Franklin TN 37064
14	0788 F 01400 0009078G	Crutchfield, James & Regena	1012 Fair St	Franklin TN 37064
15	0788 F 01500 0009078G	Maher, Diana	1014 Fair St	Franklin TN 37064
16	0788 F 01600 0009078G	Brewer, John & Donna	1016 Fair St	Franklin TN 37064
17	0788 F 01700 0009078G	Avenue 11 Development LLC	7105 Crossroads Blvd Ste 101	Brentwood TN 37027
18	0788 F 01800 0009078G	Avenue 11 Dev LLC	318 11th Ave N	Franklin TN 37064
19	0788 F 01900 0009078G	Avenue 11th Dev LLC	318 11th Ave N	Franklin TN 37064
20	0788 G 02000 0009078B	Ording, John & Allyson	311 11th Ave N	Franklin TN 37064
21	0788 G 01900 0009078B	Cornell, Allen & Potter, Lynn	313 11th Ave N	Franklin TN 37064
22	0788 G 01800 0009078B	Ingram, Frank & Amanda	315 11th Ave N	Franklin TN 37064
23	0788 G 01700 0009078B	Goss, Ernest & Walker, Cynthia	317 11th Ave N	Franklin TN 37064
24	0788 G 01701 0009078B	Reynolds, Michele	403 Boyd Mill Ave	Franklin TN 37064
25	0788 G 01600 0009078B	Warren, Adelaide-Rev Living Trust	407 Boyd Mill Ave	Franklin TN 37064
26	0788 G 01601 0009078B	Warren, Adelaide-Rev Living Trust	409 Boyd Mill Ave	Franklin TN 37064
27	0788 G 01500 0009078B	Bradley, Charles & Dianne	413 Boyd Mill Ave	Franklin TN 37064
28	0788 G 01300 0009078B	Terney, Spencer & Lauren	317 Boyd Mill Ave	Franklin TN 37064
29	0788 G 02800 0009078G	Adams, Gene & Julie	2249 Odum Rd	Amesbury TN 37014
30	0788 G 02800 0009078G	Campbell, Mark & Holly	404 Roberts St	Franklin TN 37064
31	0788 G 02700 0009078G	Plueger, Andrew & Stefanni	402 Roberts St	Franklin TN 37064
32	0788 G 02600 0009078G	Curtis, Orlin	403 Roberts St	Franklin TN 37064
33	0788 G 02500 0009078G	Toss, Evt & Doss, Osama	116 S Main St	Franklin TN 37064
34	0788 G 02400 0009078G	Woodard, James	P.O. Box 708	Franklin TN 37064
35	0788 G 02300 0009078G	Reynolds, Morgan	205 Lancaster Dr	Franklin TN 37064
36	0788 G 02200 0009078G	Shurt, Mark & McGinnis, William	1104 W Main St	Franklin TN 37064
37	0788 E 00200C0108078G	Giles, Barry	1129 W Main St #1	Franklin TN 37064
38	0788 E 00400 0009078B	West Main Properties LLC	1127 W Main St	Franklin TN 37064
39	0788 E 00500 0009078B	Mayhew, Paul & Linda	1109 W Main St	Franklin TN 37064
40	0788 E 00600 0009078G	Fox, Thomas & Janice	1315 Bantry Dr	Smyrna TN 37167
41	0788 E 00700 0009078G	Hood, Robin & Peggy	1101 W Main St	Franklin TN 37064
42	0788 E 00800 0009078G	Mala, Jose & Solorzano, Janette	1609 Harvey Springs Dr	Spring Hill TN 37174
43	0788 E 00900 0009078G	Poe, Robert & Sally	208 Cavale Dr	Franklin TN 37064
44	0788 H 00600 0009078B	Faccia, John & Barbara	1501 W Main St	Franklin TN 37064
45	0788 H 00700 0009078B	Rhea, Karen	1015 W Main St	Franklin TN 37064
46	0788 H 00800 0009078B	Mullins, Kathryn	1033 W Main St	Franklin TN 37064
47	0788 H 00900 0009078G	Veto, Mari	1011 W Main St	Franklin TN 37064
48	0788 H 00502 0009078G	Poe, Robert & Sally	1059 W Main St	Franklin TN 37064
49	0788 H 00503 0009078G	Poe, Robert & Sally	1059 W Main St	Franklin TN 37064
50	0788 K 00400 0009078G	Heidrichs, Kenneth & Marilyn	1013 Lexington Dr	Brentwood TN 37027
51	0788 K 00300 0009078G	Puryear II, William	125 Brillantne Cir	Franklin TN 37064
52	0788 K 00200 0009078G	Morkford, Donald & Karen	102 Brillantne Cir	Franklin TN 37064
53	0788 K 01100 0009078G	Jones, Lela	104 Brillantne Cir	Franklin TN 37064
54	0788 K 01500 0009078G	Turner, Maurice	705 Morning Sun Dr	Birmingham AL 35242
55	0788 K 01400 0009078G	Buenrostro, Kelly	107 Brillantne Cir	Franklin TN 37064
56	0788 K 01300 0009078G	Balcher, Norman & Ewe	9432 Riverwood Ct	Brentwood TN 37027
57	0788 K 01200 0009078G	Wright, Christian Lee Hahn Trust	1462 Willowbrook Cir	Franklin TN 37069
58	0788 K 01100 0009078G	Poggali, Gary & Victoria	113 Brillantne Cir	Franklin TN 37064
59	0788 K 01000 0009078G	Wright, Ashlee & Home, Rebecca	113 Brillantne Cir	Franklin TN 37067
60	0788 K 00900 0009078G	Tilson, Margaret I Simpkins, Candice	117 Brillantne Cir	Franklin TN 37064
61	0788 K 00700 0009078G	Bach, Nancy	121 Brillantne Cir	Franklin TN 37064
62	0788 K 00600 0009078G	Lesser, Howard	123 Brillantne Cir	Franklin TN 37064
63	0788 K 00500 0009078G	Ray, Mary	125 Brillantne Cir	Franklin TN 37064
64	0788 G 02100C0209078G	Hartley, David & Sarah	4454 N CHAPEL RD	Franklin, TN 37067
65	0788 G 02100C0309078G	HCR Properties, LLC	107 MCALLISTER CT	Franklin, TN 37064
66	0788 G 02100C0409078G	Shenker, Lynda	313 NORTON CT	Franklin, TN 37069
67	0788 G 02100C0509078G	Groves, Charles Ronald & Leveda	3068 HAMPSHIRE PK	Los Angeles, CA 90012
68	0788 G 02100C0609078G	Sutherland, Christopher	1100 W MAIN ST #A-6	Franklin TN 37064
69	0788 G 02100C0709078G	McRedmond, Michael	1100 W MAIN ST #A-7	Franklin TN 37064
70	0788 G 02100C0809078G	Henry, Michael & Claire	1190 GLENROCK DR	Franklin, TN 37064
71	0788 G 02100C0909078G	TCB Inc	3068 HAMPSHIRE PK	Mt Pleasant, TN 38474
72	0788 G 02100C1009078G	Stillings, Timothy	1112 GLENROCK DR	Los Angeles, CA 90012
73	0788 G 02100C1109078G	Gallini, Pam Tr	222 S FIGUEROA #2-B11	Franklin, TN 37064
74	0788 G 02100C1209078G	Keith, Myron & Lois	109 EWINGVILLE DR	Nashville, TN 37215
75	0788 G 02100C1309078G	Nixon, John Barry Etal	6356 CHICKERING CIR	Franklin TN 37064
76	0788 G 02100C1409078G	Favala, Maria Elena	1100 W MAIN ST #A-14	Brentwood, TN 37027
77	0788 G 02100C1509078G	Moreno, Juan	1561 FAWN CREEK RD	Franklin, TN 37064
78	0788 G 02100C1609078G	Fowler, Jeffrey & Kristen	106 BREAKER CIR	Franklin TN 37064
79	0788 G 02100C1709078G	Anglin, Maurice Calvin	1100 WEST MAIN ST #B-1	Franklin TN 37064
80	0788 G 02100C1809078G	Masters, Curtis & Cynthia	1100 W MAIN ST #B-2	Franklin TN 37064
81	0788 G 02100C1909078G	Gleason, Mary E	1100 W MAIN ST #B-3	Franklin TN 37064
82	0788 G 02100C2009078G	Graves, Charles R & Lea	3068 HAMPSHIRE PK	Mt Pleasant, TN 38474
83	0788 G 02100C2109078G	Moreno, Juan	1561 FAWN CREEK RD	Brentwood, TN 37027
84	0788 G 02100C2209078G	EK Family LLC	PO BOX 681727	Franklin, TN 37068
85	0788 G 02100C2309078G	Duro, Gregory & Valerie	211 BOBBY DR	Franklin, TN 37069
86	0788 G 02100C2409078G	Barry, Robin	1100 W MAIN ST #C-4	Franklin TN 37064
87	0788 G 02100C2509078G	Guy, Timothy	1100 W MAIN ST #D-1	Franklin TN 37064
88	0788 G 02100C2609078G	Garrett, William & Loeida	125 WILLIAMSBURG PL	Franklin, TN 37064
89	0788 G 02100C2709078G	Fleming, Kenneth & Nancy	1117 CROSS CREEK DR	Franklin, TN 37067
90	0788 G 02100C2809078G	Richards, David	1100 W MAIN ST #D-4	Franklin TN 37064
91	0788 G 02100C2909078G	Traylor, Steve & Carmen	182 TRINITY RD	Franklin TN 37067
92	0788 G 02100C3009078G	Stacey, Stanley	1100 WEST MAIN ST D-6	Franklin TN 37064
93	0788 G 02100C3109078G	Kings, Erwin & Bridget	388 ORCHARD DR	Brentwood, TN 37027
94	0788 G 02100C3209078G	Lazarte, Les	915 LEWISBURG PK	Franklin, TN 37064
95	0788 G 02100C3309078G	Master, Emily Jo & Curtis	1100 W MAIN ST #D-9	Franklin TN 37064
96	0788 G 02100C3409078G	IRA Innovations LLC FBO	PO BOX 380750	Birmingham, AL 35238
97	0788 G 02100C3509078G	Yeomans, Adam & Lorraine	203 CHAPELWOOD DR	Franklin, TN 37069
98	0788 G 02100C3609078G	Miller, Robert	6422 ANNANDALE CV	Brentwood, TN 37027
99	0788 G 02100C3709078G	Ford, Virginia Doris	1100 W MAIN ST #E-1	Franklin TN 37064
100	0788 G 02100C3809078G	Walton, Stephanie TR	2623 DR ROBERTSON RD	Spring Hill, TN 37174
101	0788 G 02100C3909078G	Colley, John	1100 W MAIN ST E3	Franklin TN 37064
102	0788 G 02100C4009078G	Hogan, Dorothy	1100 W MAIN ST #E-4	Franklin TN 37064
103	0788 G 02100C4109078G	Besthard, Paul & Dolores	1100 W MAIN ST #E-5	Franklin TN 37064
104	0788 G 02100C4209078G	Besthard, Paul & Dolores	1100 W MAIN ST #E-6	Franklin TN 37064
105	0788 G 02100C4309078G	Price, John Christopher	1100 W MAIN ST #E-7	Franklin TN 37064
106	0788 G 02100C4409078G	Moore, Jackie & Kathie	1100 W MAIN ST #E-8	Franklin TN 37064
107	0788 G 02100C4509078G	Weedman, Barbara Faye	1100 W MAIN ST #F-1	Franklin TN 37064
108	0788 G 02100C4609078G	Morina, Mimi	1003 TANYARD SPRINGS DR	Spring Hill TN 37174
109	0788 G 02100C4709078G	McDevitt, Patricia	1100 W MAIN ST #F-3	Franklin TN 37064
110	0788 G 02100C4809078G	Winters, Lisa	1100 W MAIN ST #F-4	Franklin TN 37064
111	0788 G 02100C4909078G	Carroll, Alice Marie	2026 CEDARHUNT DR	Franklin, TN 37067
112	0788 G 02100C5009078G	Johnson, Dorothy	1100 W MAIN ST #F-6	Franklin TN 37064
113	0788 G 02100C5109078G	Boling, Juanita	1100 W MAIN ST #F-7	Franklin TN 37064
114	0788 G 02100C5209078G	Carroll, Alice Marie	2026 CEDARHUNT DR	Franklin, TN 37067
115	0788 E 00200C01709078G	Boer Trust	1129 W MAIN ST #17	Franklin, TN 37064
116	0788 E 00200C02409078G	Chadwell, Robert Wayne	1129 W MAIN ST #24	Franklin, TN 37064
117	0788 E 00200C02909078G	Cooke, Eddie	1129 W MAIN ST #29	Franklin, TN 37064
118	0788 E 00200C02609078G	Coverdale, Martha Ann	1129 W MAIN ST #26	Franklin, TN 37064
119	0788 E 00200C01009078G	Earl, Amber	3711 Bear Creek Rd.	Thompson Station, TN 37179
120	0788 E 00200C02809078G	Fairbanks, Kelly	1129 W MAIN ST # 28	Franklin, TN 37064
121	0788 E 00200C03409078G	Fountain, David	1129 W MAIN ST #4	Franklin, TN 37064
122	0788 E 00200C03309078G	Garrison, Donald & Nancy Rev Liv	1016 Wyndham Hill Ln	Franklin, TN 37069
123	0788 E 00200C03109078G	Gile, Barry Clinton	1129 W MAIN ST #1	Franklin, TN 37064
124	0788 E 00200C03709078G	Green, Daniel	1129 W MAIN ST #27	Franklin, TN 37064
125	0788 E 00200C02309078G	Henry, Mary	1129 W MAIN ST #23	Franklin, TN 37064
126	0788 E 00200C03609078G	Hubbell, Kimberly	1129 W MAIN ST #9	Franklin, TN 37064
127	0788 E 00200C02009078G	Higley, John	1129 W MAIN ST #20	Franklin, TN 37064
128	0788 E 00200C02009078G	King, Teresa	1129 W MAIN ST #2	Franklin, TN 37064
129	0788 E 00200C01409078G	Littrell, Mary	1129 W MAIN ST #14	Franklin, TN 37064
130	0788 E 00200C01509078G	Mahand, Melinda	1129 W MAIN ST #15	Franklin, TN 37064
131	0788 E 00200C03609078G	McCann, Martin	1129 W MAIN ST #6	Franklin, TN 37064
132	0788 E 00200C01209078G	Moser, Yvonne	1129 W MAIN ST #12	Franklin, TN 37064
133	0788 E 00200C01809078G	Nichols, Christine	1129 W MAIN ST #18	Franklin, TN 37064
134	0788 E 00200C01609078G	O'Brien, Maureen	1129 W MAIN ST #16	Franklin, TN 37064
135	0788 E 00200C03309078G	Petty, Michael	237 CANTERBURY CV	Paducah, KY 41001
136	0788 E 00200C03509078G	Pike, Molly	1129 W MAIN ST #5	Franklin, TN 37064
137	0788 E 00200C03109078G	Pike, Theresa	1129 W MAIN ST #19	Franklin, TN 37064
138	0788 E 00200C01309078G	Powell, Jeffrey	1211 W SOUTH BLVD	Troy, MI 48068
139	0788 E 00200C02109078G	Richardson, James	1129 W MAIN ST #21	Franklin, TN 37064
140	0788 E 00200C02209078G	Seales, Brenda Pevitt	1129 W MAIN ST #22	Franklin, TN 37064
141	0788 E 00200C01109078G	Vinson, Joseph	1129 W MAIN ST #11	Franklin, TN 37064
142	0788 E 00200C02509078G	White, Denise	1129 W MAIN ST #25	Franklin, TN 37064

SITE DATA CHART

1102 WEST MAIN STREET - REZONING

PROJECT NAME:

5976

PROJECT NUMBER:

BENELLI PARK SECTION 2

SUBDIVISION:

21.01

LOT NUMBER:

1102 W. MAIN STREET

ADDRESS:

FRANKLIN

CITY:

094 - WILLIAMSON

COUNTY:

TENNESSEE

STATE:

9

CIVIL DISTRICT:

HISTORIC PRESERVATION OVERLAY:

THE SUBJECT PROPERTY IS LOCATED WITHIN THE HISTORIC PRESERVATION OVERLAY (HPO) AS PART OF THE HINCHEYVILLE HISTORIC DISTRICT. ANY POTENTIAL REZONING OF THE BASE ZONING DESIGNATION WILL NOT IMPACT THE APPLICABILITY OF THE HPO.

EX. ZONING & CHARACTER AREA OVERLAY:

SDR (SPECIFIC DEVELOPMENT RESIDENTIAL)

PROPOSED NEW ZONING:

OR (OFFICE RESIDENTIAL)

NEIGHBORING PROPERTIES EX. ZONING:

SDR (SPECIFIC DEVELOPMENT RESIDENTIAL)

1102 W. MAIN STREET

OR (OFFICE RESIDENTIAL)

1102 W. MAIN STREET

NC (NEIGHBORHOOD COMMERCIAL)

ACREAGE OF SITE:

0.438 ACRES (TAX RECORDS)

SQUARE FOOTAGE OF SITE:

19,094.76 S.F. (TAX RECORDS)

OWNER:

DAVID B. AND PAMELA V. STEUNEBRINK

ADDRESS:

1102 W. MAIN STREET, FRANKLIN, TN 37064

PHONE NUMBER:

N/A

FAX NUMBER:

(615) 823-5300

EMAIL ADDRESS:

dave@showdownmgt.com

CONTACT NAME:

KEVIN BOHMAN, PE - CESO INC.

APPLICANT:

KEVIN BOHMAN, PE - CESO INC.

ADDRESS:

7101 EXECUTIVE CENTER DRIVE, SUITE 107
BRENTWOOD, TN 37027

PHONE NUMBER:

(615) 928-5123

FAX NUMBER:

(615) 730-7322

EMAIL ADDRESS:

bohman@cesoinc.com

CONTACT NAME:

KEVIN BOHMAN, PE - CESO INC.

BUILDING SQUARE FOOTAGE:

4,459 S.F. (TAX RECORDS)

STATEMENT OF IMPACT
STREET NETWORK - THOROUGHFARE PLAN
On the 2008 Major Thoroughfare Plan, Main Street is shown operating at a Level of Service (LOS) B with the intersection of Main Street and 11th Street operating at a LOS F after the current improvement project commitments are completed.

The site of the proposed rezoning lies within the Historic Preservation Overlay (HPO) as part of the Hincheyville Historic District. As a result, the existing building will be required to retain similar characteristics to its current architectural design and materials which limits its potential uses. It is anticipated that traffic generated from the potential uses of this property will be fewer than 15 vehicles per hour in the peak hour.

It is anticipated that the proposed rezoning will result in a small increase in traffic and reinforce the existing standard Level of Service at Main Street and 11th Street.

WATER
Existing water service provided by City of Franklin. Water demand for the proposed Development for 8 employees (office use) is projected at 104 gpd. Existing flow average for 3 person residential is 150 gpd.

Therefore a decrease in water flow is expected for the property upon rezoning. This is based off estimates provided in the Tennessee design criteria for sewers.

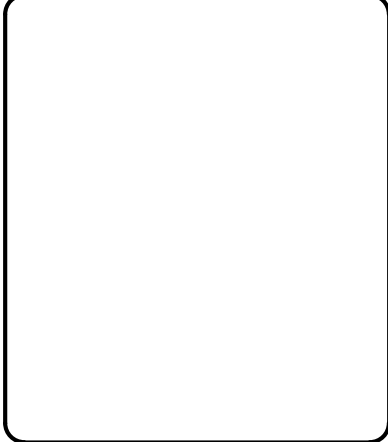
SEWER
Existing sewer service provided by City of Franklin. Wastewater flow rates for the proposed Development for 8 employees (office use) is projected at 104 gpd. Existing flow average for 3 person residential is 150 gpd.

A decrease in wastewater flow coming from the property is expected once it is rezoned. This is based off estimates provided in the Tennessee design criteria for sewers.



SITE DATA CHART	
PROJECT NAME:	1102 WEST MAIN STREET - REZONING
PROJECT NUMBER:	5976
SUBDIVISION:	BENELLI PARK SECTION 2
LOT NUMBER:	21.01
ADDRESS:	1102 W. MAIN STREET
CITY:	FRANKLIN
COUNTY:	094 - WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9
HISTORIC PRESERVATION OVERLAY: THE SUBJECT PROPERTY IS LOCATED WITHIN THE HISTORIC PRESERVATION OVERLAY (HPO) AS PART OF THE HINCHEYVILLE HISTORIC DISTRICT. ANY POTENTIAL REZONING OF THE BASE ZONING DESIGNATION WILL NOT IMPACT THE APPLICABILITY OF THE HPO.	
EX. ZONING & CHARACTER AREA OVERLAY:	SDR (SPECIFIC DEVELOPMENT RESIDENTIAL)
PROPOSED NEW ZONING:	OR (OFFICE RESIDENTIAL)
NEIGHBORING PROPERTIES EX. ZONING:	
1100 W. MAIN STREET	SDR (SPECIFIC DEVELOPMENT RESIDENTIAL)
1102 W. MAIN STREET	OR (OFFICE RESIDENTIAL)
1103 W. MAIN STREET	NC (NEIGHBORHOOD COMMERCIAL)
ACREAGE OF SITE:	0.438 ACRES (TAX RECORDS)
SQUARE FOOTAGE OF SITE:	19,094.76 S.F. (TAX RECORDS)
OWNER:	DAVID B. AND PAMELA V. STEUNEBRINK
ADDRESS:	1102 W. MAIN STREET, FRANKLIN, TN 37064
PHONE NUMBER:	(615) 823-5300
FAX NUMBER:	N/A
EMAIL ADDRESS:	dave@showdownmgmt.com
CONTACT NAME:	KEVIN BOHMAN, PE - CESO INC.
APPLICANT:	KEVIN BOHMAN, PE - CESO, INC.
ADDRESS:	7101 EXECUTIVE CENTER DRIVE, SUITE 197 BRENTWOOD, TN 37027
PHONE NUMBER:	(615) 928-5123
FAX NUMBER:	(615) 730-7322
EMAIL ADDRESS:	bohman@cesoinc.com
CONTACT NAME:	KEVIN BOHMAN, PE - CESO INC.
BUILDING SQUARE FOOTAGE:	4,459 S.F. (TAX RECORDS)

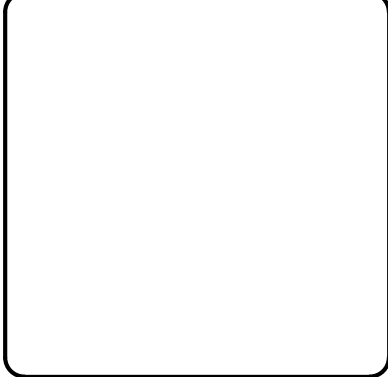
REVISIONS		DESCRIPTION
NO.	DATE	REVISED TO NEW PROPOSED ZONING CLASSIFICATION
1	01/02/2016	



REZONING EXHIBIT

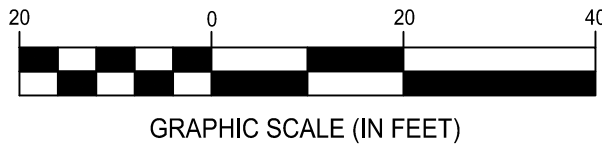
DR. DAVE STEUNEBRINK

CITY OF FRANKLIN WILLIAMSON COUNTY, TENNESSEE



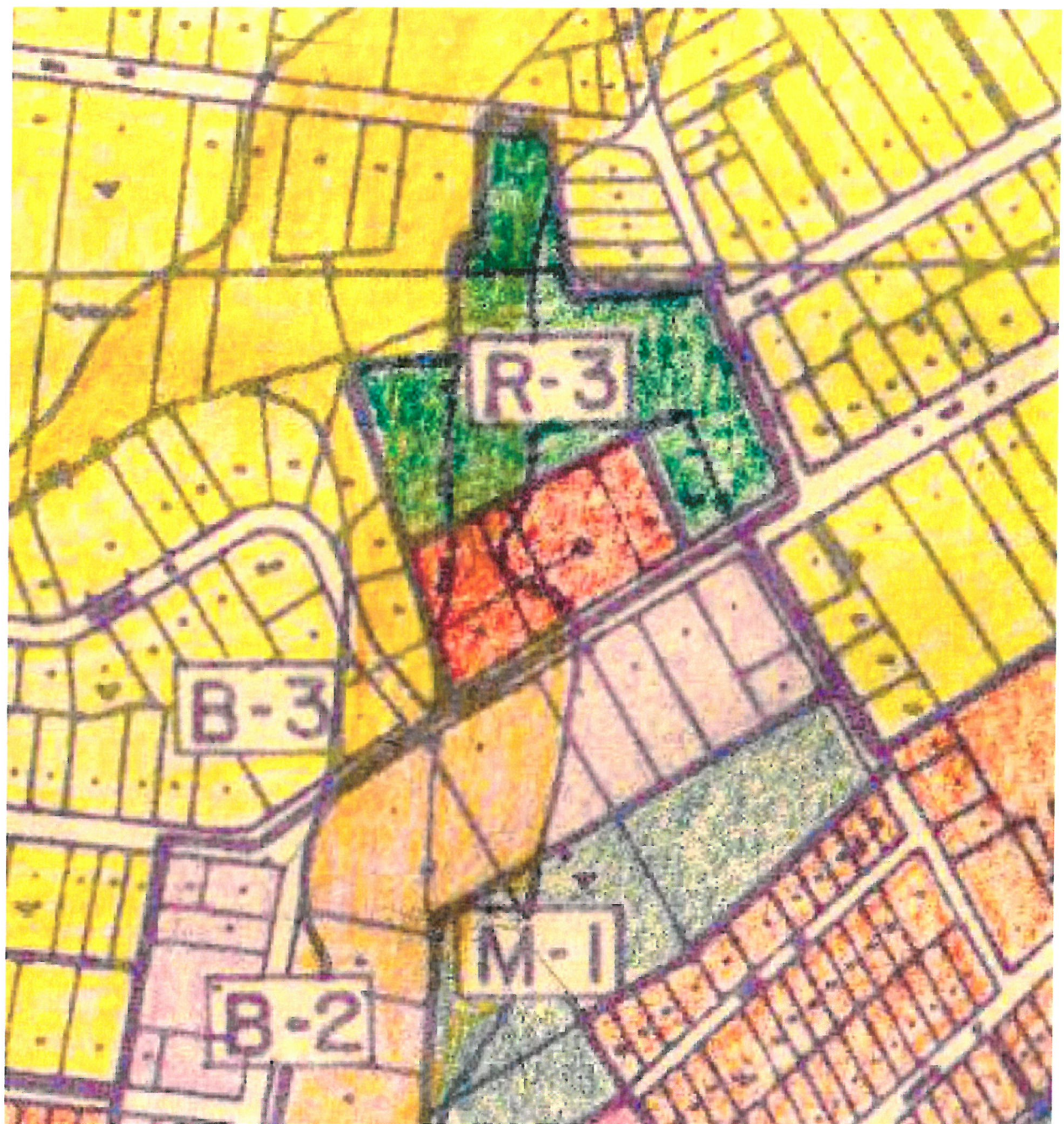
CREATION TO COMPLETION
www.cesoinc.com
Engineering • Architecture • Survey • Construction Mgt • Environmental

ISSUE:
DATE: 10/19/2015
JOB NO.: 751775-01
DESIGN: RLK
DRAWN: RLK
CHECKED: KMB
SHEET NO. C 2.0



1100 Block of West
Main St
Zoning
Through the Years
1987-2008

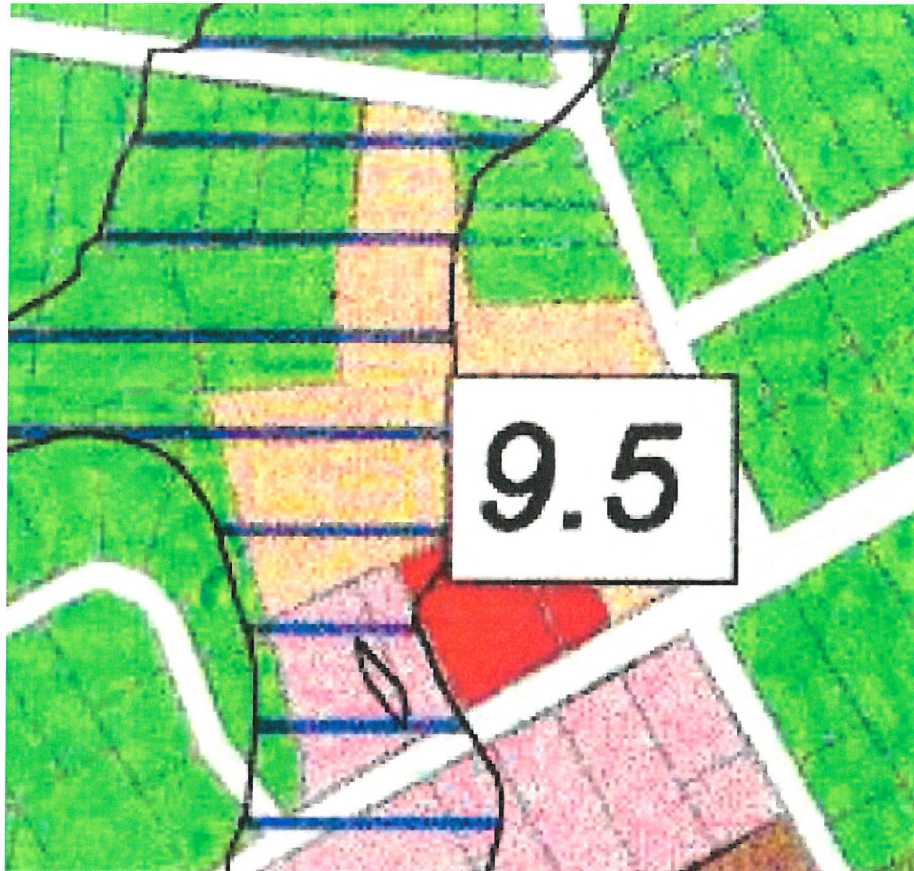
1987 ZO:



1991- GC Zone



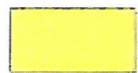
1999 ZO:



Zoning



ER-Estate Residential



LR-Low Residential



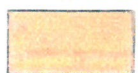
MR-Medium Residential



HR-High Residential



GR-General Residential



PR-Planned Residential



OR-Office Residential



GO-General Office



PO-Planned Office



NC-Neighborhood Commercial



CC-Central Commercial



GC-General Commercial



IC-Interstate Commercial



PC-Planned Commercial



LI-Light Industrial



HI-Heavy Industrial

2003 ZO:

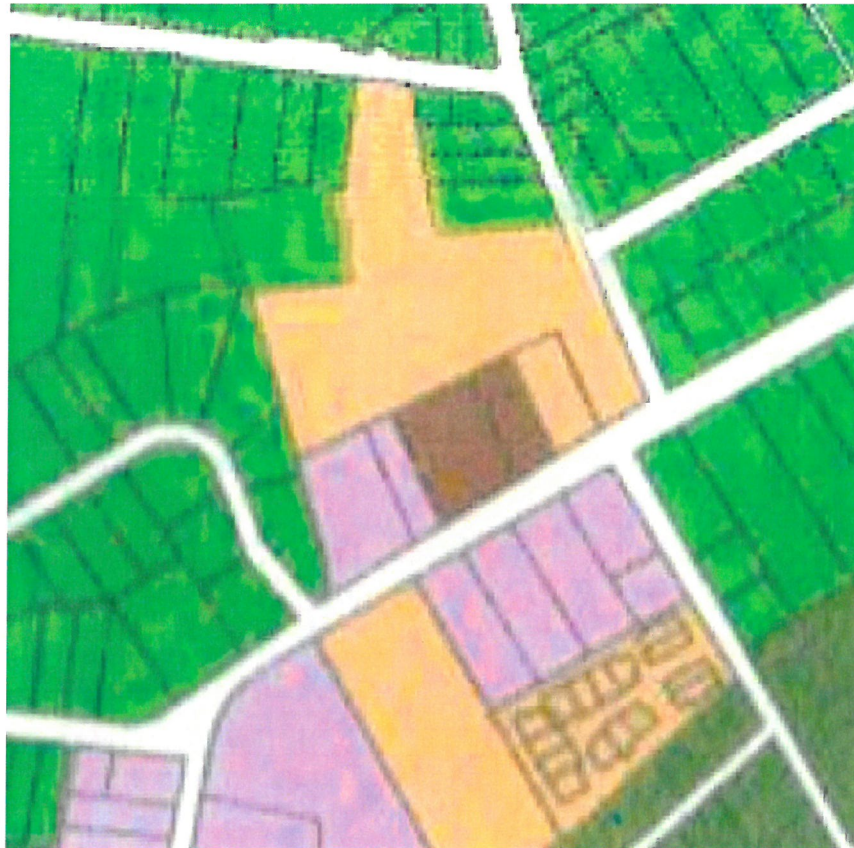


Zoning and City Limits

- ER-Estate Residential
- LR-Low Residential
- MR-Medium Residential
- HR-High Residential
- GR-General Residential
- PR-Planned Residential
- OR-Office Residential
- GO-General Office
- PO-Planned Office
- NC-Neighborhood Commercial
- CC-Central Commercial
- GC-General Commercial
- IC-Interstate Commercial
- PC-Planned Commercial
- LI-Light Industrial
- HI-Heavy Industrial
- HO-Height Overlay
- HP-Historic Preservation



2008 ZO:



Legend

	City Limits		OR Office Residential District
	Character Area Overlay		GO General Office District
	Parcels		CC Central Commercial District
Zoning			NC Neighborhood Commercial District
	AR Agricultural District		GC General Commercial District
	ER Estate Residential		MN Neighborhood Mixed-Use District
	R-1 Residential District		ML Local Mixed-Use District
	R-2 Residential District		MX Regional Mixed-Use District
	R-3 Residential District		LI Light Industrial District
	R-6 Residential District		HI Heavy Industrial District
	RX Residential Variety		CI Civic and Institutional District

PUBLIC NOTICE AFFIDAVIT City of Franklin, Tennessee

We/ Shannon Sprague - CESO, Inc.

(Please print Name/Names in Full)

being duly sworn, depose and say(s) that (I am)/(we are), acting as the authorized agent on all matters pertaining to the processing of the development application for the property described as:

078B G 02101 00009078G

(Property Parcel/Tax ID Number)

and located at:

1102 West Main Street, Franklin, TN 37064

(Street Address)

have/has provided a mailed notice in accordance with section 2.3.8 of the Franklin Zoning Ordinance, which included the following:

1. The address or location of the property subject to the submittal;
2. A brief description of the property (e.g., legal description, nearby streets and intersections);
3. Date, time, and location of the public meeting or hearing; Nature, scope, and purpose of submittal;
4. Information on where the public can view the application and where they may be heard;
5. Information on where the public can submit written comments.


Signature

Subscribed and sworn to before me this

12th day of January, 20 16.

Mandy Le Beau
Notary Public

My Commission Expires: 8/29/2020



MANDY LeBEAU, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 29, 2020

Steunebrink, David & Pamela 1102 West Main St Franklin TN 37064	Geasley, Theodore & Kimberlee 3508 Robbins Nest Rd Thompsons Station TN 37179	Thomson, Thomas & Paula 1022 West Main St Franklin TN 37064
Kriebel, Robert & Patricia 1018 West Main St Franklin TN 37064	Logan, David & Claudine 1016 West Main St Franklin TN 37064	Feltner, Robert & Ruth 118 S. Third St Pulaski TN 38478
Dillard, Betty & Kelly, Theodore 1012 West Main St Franklin TN 37064	Sanders, Oscar Carroll 1009 Fair St Franklin TN 37064	Smith, Willard & Kimberly 1011 Fair St Franklin TN 37064
Garner, John & Mitzi 1013 Fair St Franklin TN 37064	Vaillancourt, James & Mary 1015 Fair St Franklin TN 37064	Alenander, Doris & Donald 1008 Fair St Franklin TN 37064
Luna, Wanda 1010 Fair St Franklin TN 37064	Crutchfield, James & Regena 1012 Fair St Franklin TN 37064	Maher, Dianna 1014 Fair St Franklin TN 37064
Brevard, John & Donna 1016 Fair St Franklin TN 37064	Avenue 11 Development LLC 7105 Crossroads Blvd Ste 101 Brentwood TN 37027	Avenue 11 Dev LLC 318 11th Ave N Franklin TN 37064
Avenue 11th Dev LLC 318 11th Ave N Franklin TN 37064	Ordung, John & Allyson 311 11th Ave N Franklin TN 37064	Connell, Allen & Potter, Lynn 313 11th Ave N Franklin TN 37064
Ingram, Frank & Amanda 315 11th Ave N Franklin TN 37064	Goes, Ernest & Walker, Cynthia 317 11th Ave N Franklin TN 37064	Reynolds, Michele 403 Boyd Mill Ave Franklin TN 37064
Warren, Adelaide-Rev Living Trust 407 Boyd Mill Ave Franklin TN 37064	Warren, Adelaide-Rev Living Trust 409 Boyd Mill Ave Franklin TN 37064	Bradley, Charles & Dianne 413 Boyd Mill Ave Franklin TN 37064
Tenney, Spencer & Lauren 317 Boyd Mill Ave Franklin TN 37064	Adams, Gene & Judy 2249 Osburn Rd Arrington TN 37014	Campbell, Mark & Holly 404 Roberts St Franklin TN 37064

Pflueger, Andrew & Stefann
402 Roberts St
Franklin TN 37064

Curtis, Ottrie
400 Roberts St
Franklin TN 37064

Toss, Eyd & Dous, Osama
1116 W Main St
Franklin TN 37064

Woodard, James
P.O. Box 708
Franklin TN 37064

Reynolds, Morgan
205 Lancaster Dr.
Franklin TN 37064

Stuart, Mark & McGinnis, William
1104 W Main St
Franklin TN 37064

Giles, Barry
1129 W Main St #1
Franklin TN 37064

West Main Properties LLC
1127 W Main St
Franklin TN 37064

Mayhew, Paul & Linda
1109 W Main St
Franklin TN 37064

Fox, Thomas & Janice
1315 Bantry Dr
Smyrna TN 37167

Hood, Robin & Peggy
1101 W Main St
Franklin TN 37064

Mata, Jose & Solorzano, Janette
1609 Harvey Springs Dr
Spring Hill TN 37174

Poe, Robert & Sally
208 Oakdale Dr
Lebanon TN 37087

Faccia, John & Barbara
1501 W Main St
Franklin TN 37064

Rhea, Karen
1015 W Main St
Franklin TN 37064

Mathis, Kathryn
1033 W Main St
Franklin TN 37064

Veto, Marti
1011 W Main St
Franklin TN 37064

Poe, Robert & Sally
1059 W Main St
Franklin TN 37064

Poe, Robert & Sally
1059 W Main St
Franklin TN 37064

Heindrichs, Kenneth & Marilyn
1013 Lexington Dr
Brentwood TN 37027

Puryear III, William
125 Brilliantine Cir
Franklin TN 37064

Morford, Donald & Karen
102 Brilliantine Cir
Franklin TN 37064

Janes, Julie
104 Brilliantine Cir
Franklin TN 37064

Turner, Maurice
705 Morning Sun Dr
Birmingham AL 35242

Buenrostro, Kelly
107 Brilliantine Cir
Franklin TN 37064

Belcher, Norman & Ewa
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Wright, Christian Lee Hahn Trust
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Poggiali, Gary & Victoria
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Bach, Nancy
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Hartley, David & Sarah
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HCR Properties, LLC
107 MCALLISTER CT
Franklin, TN 37064

Shelton, Lynda
310 NORVICH CT
Franklin TN 37069

Graves, Charles Ronald & Leveda
3068 HAMPSHIRE PK
Los Angeles, CA 90012

Sutherland, Christopher
1100 W MAIN ST #A-6
Franklin TN 37064

McRedmond, Michael
1100 W MAIN ST #A-7
Franklin TN 37064

Henry, Michael & Claire
1190 GLENBROOK DR
Franklin, TN 37064

TCB Inc
3068 HAMPSHIRE PK
Mt Pleasant, TN 38474

Stillings, Timothy
1112 GLENBROOK DR
Franklin TN 37064

Gilliam, Fam Tr
222 S FIGUEROA #2-811
Los Angeles, CA 90012

Keith, Myron & Lois
109 EWINGVILLE DR
Franklin, TN 37064

Nixon, John Barry Etal
6356 CHICKERING CIR
Nashville, TN 37215

Favela, Maria Elena
1100 W MAIN ST #A-14
Franklin TN 37064

Moreno, Juan
1561 FAWN CREEK RD
Brentwood, TN 37027

Fowler, Jeffrey & Kristen
106 BREAKER CIR
Brantwood, TN 37027

Anglin, Maurice Calvin
1100 WEST MAIN ST #B-1
Franklin TN 37064

Masters, Curtis & Cynthia
1100 W MAIN ST #B-2
Franklin TN 37064

Gleason, Mary E
1100 W MAIN ST #B-3
Franklin TN 37064

Graves, Charles R & Lea
3068 HAMPSHIRE PK
Mt Pleasant, TN 38474

Moreno, Juan
1561 FAWN CREEK RD
Brentwood, TN 37027

Elk Family LLC
PO BOX 681727
Franklin, TN 37068

Durio, Gregory & Valerie
211 BOBBY DR
Franklin, TN 37069

Barry, Robin
1100 W MAIN ST #C-4
Franklin TN 37064

Gray, Timothy
1100 W MAIN ST #D-1
Franklin TN 37064

Garrett, William & Loeida
125 WILLIAMSBURG PL
Franklin, TN 37064

Fleming, Kenneth & Nancy
1117 CROSS CREEK DR
Franklin, TN 37067

Richards, David
1100 W MAIN ST #D-4
Franklin TN 37064

Traylor, Steve & Carmen
182 TRINITY RD
Franklin TN 37067

Stacey, Stanley
1100 WEST MAIN ST D-6
Franklin TN 37064

Kaegi, Erwin & Bridget
306 OAKVALE DR
Brentwood, TN 37027

Lazurus, Les
915 LEWISBURG PK
Franklin, TN 37064

Master, Emily Jo & Curtis
1100 W MAIN ST #D-9
Franklin TN 37064

IRA Innovations LLC FBO
PO BOX 360750
Birmingham, AL 35236

Yeomans, Adam & Lorraine
209 CHAPELWOOD DR
Franklin, TN 37069

Miller, Robert
6422 ANNANDALE CV
Brentwood, TN 37027

Ford, Virginia Doris
1100 W MAIN ST #E-1
Franklin TN 37064

Welch. Stephanie TR
2023 DR ROBERTSON RD
Spring Hill, TN 37174

Colley, John
1100 W MAIN ST E3
Franklin TN 37064

Hogan. Dorothy
1100 W MAIN ST #E-4
Franklin TN 37064

Beathard, Paul & Delores
1100 W MAIN ST #E-5
Franklin TN 37064

Beathard, Paul & Delores
1100 W MAIN ST #E-6
Franklin TN 37064

Price, John Christopher
1100 W MAIN ST #E-7
Franklin TN 37064

Moore, Jackie & Kathie
1100 W MAIN ST #E-8
Franklin TN 37064

Weedman, Barbara Faye
1100 W MAIN ST #F-1
Franklin TN 37064

Morina, Mimi
1003 TANYARD SPRINGS DR
Spring Hill TN 37174

McDevitt, Patricia
1100 W MAIN ST #F-3
Franklin TN 37064

Winters, Lisa
1100 W MAIN ST #F-4
Franklin TN 37064

Carroll, Alice Marie
2026 CEDARMONT DR
Franklin, TN 37067

Johnson, Dorothy
1100 W MAIN ST #F-6
Franklin TN 37064

Boling, Juanita
1100 W MAIN ST #F-7
Franklin TN 37064

Carroll, Alice Marie
2026 CEDARMONT DR
Franklin, TN 37067

Boer Trust
1129 W MAIN ST #17
Franklin, TN 37064

Chadwell, Robert Wayne
1129 W MAIN ST #24
Franklin, TN 37064

Cooke, Eddie
1129 W MAIN ST #29
Franklin, TN 37064

Coverdale, Martha Ann
1129 W MAIN ST #26
Franklin, TN 37064

Earl, Amber
3711 Bear Creek Rd.
Thompson Station, TN 37179

Fairbanks, Kelly
1129 W MAIN ST # 28
Franklin, TN 37064

Fountain, David
1129 W MAIN ST #4
Franklin, TN 37064

Garrison, Donald & Nancy Rev Liv
1016 Wyndham Hill Ln
Franklin, TN 37069

Gile, Barry Clinton
1129 W MAIN ST #1
Franklin, TN 37064

Green, Daniel
1129 W MAIN ST #27
Franklin, TN 37064

Henry, Mary
1129 W MAIN ST #23
Franklin, TN 37064

Hubbell, Kimberly
1129 W MAIN ST #9
Franklin, TN 37064

Ingles, John
1129 W MAIN ST #20
Franklin, TN 37064

King, Teresa
1129 W MAIN ST #2
Franklin, TN 37064

Littrell Mary
1129 W MAIN ST #14
Franklin, TN 37064

Mahand, Melinda
1129 W MAIN ST #15
Franklin, TN 37064

McClaran, Martin
1129 W MAIN ST #6
Franklin, TN 37064

Moser, Yvonne
1129 W MAIN ST #12
Franklin, TN 37064

Nichols, Christine
1129 W MAIN ST #18
Franklin, TN 37064

O'Brien. Maureen
1129 W MAIN ST #16
Franklin, TN 37064

Petty, Michael
237 CANTERBURY CV
Paducah, KY 41001

Pike, Molly
1129 W MAIN ST #5
Franklin, TN 37064

Pike, Theresa
1129 W MAIN ST #19
Franklin, TN 37064

Powell, Jeffrey
1211 W SOUTH BLVD
Troy, MI 48098

Richardson, James
1129 W MAIN ST #21
Franklin, TN 37064

Seales, Breanda Pewitt
1129 W MAIN ST #22
Franklin, TN 37064

Vincini, Joseph
1129 W MAIN ST #11
Franklin, TN 37064

White, Denise
1129 W MAIN ST #25
Franklin, TN 37064

Dan & Stephanie Allen
2023 Dr. Robertson Rd.
Spring Hill, TN 37174

Diane Beasley
1100 West Main St. #F-6
Franklin, TN 37064

James & Monica Atmip
1100 West Main St. #A-11
Franklin, TN 37064

Julia Keck-Price
814 Fairfield Rd.
Knoxville, TN 37919

Michael Russell
1100 West Main St. #A-6
Franklin, TN 37064

Paul Stephen
1100 West Main St. #E-5
Franklin, TN 37064

Susan Mayo
1100 West Main St. #D-6
Franklin, TN 37064

BRENTWOOD TN 37027-8612 \$0.49
Zone-3
First-Class Mail Letter
0.50 oz.
Expected Delivery: Wed 01/13/16
Certified Mail \$3.45
USPS Certified Mail #:
70142120000280259883
Return Receipt \$2.80
Label #:
9590940303855163309590

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Issue Postage: \$6.74

FRANKLIN TN 37067-8161 \$0.49
Zone-3
First-Class Mail Letter
0.50 oz.
Expected Delivery: Wed 01/13/16
Certified Mail \$3.45
USPS Certified Mail #:
70142120000280259890
Return Receipt \$2.80
Label #:
9590940303855163309606

=====
Issue Postage: \$6.74

FRANKLIN TN 37064-3112 \$0.49
Zone-3
First-Class Mail Letter
0.50 oz.
Expected Delivery: Wed 01/13/16
Certified Mail \$3.45
USPS Certified Mail #:
70142120000280259906
Return Receipt \$2.80
Label #:
9590940303855163309613

=====
Issue Postage: \$6.74

\$5.75 Glade 143 \$5.75 \$822.25
Creek Grist
Mill
Priority
Mail PSA
1c Tiffany 143 \$0.01 \$1.43
Lamp PSA
(Forever) 1 \$49.00 \$49.00
Star-Spangled Banner PSA Coil/100
(Forever) 1 \$49.00 \$49.00
Star-Spangled Banner PSA Coil/100
(Forever) 1 \$9.80 \$9.80
Star-Spangled Banner PSA BKLT/20
(Forever) 6 \$0.49 \$2.94
Purple
Heart PSA

Total: \$981.60

Paid by:
MasterCard \$981.60
Account #: XXXXXXXXXXXX4800
Approval #: 057928
Transaction #: 253
23902961077

Text your tracking number to
28777 (2USPS) to get the latest
status. Standard Message and Data
rates may apply. You may also visit
USPS.com USPS Tracking or call
1-800-222-1811.

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ORDINANCE 2015-71

TO BE ENTITLED, "AN ORDINANCE TO REZONE .4578 ACRES FROM SPECIFIC DEVELOPMENT- RESIDENTIAL (SD-R) DISTRICT TO OFFICE RESIDENTIAL (OR) DISTRICT FOR THE PROPERTY LOCATED AT 1102 WEST MAIN STREET.

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

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

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Specific Density Residential (SD-R)** District to **Office Residential** District:

PREMISES CONSIDERED

Map-Parcel	Acres
078G---02101	.4578
Total	.4578

Land in the Ninth Civil District of Williamson County, Tennessee, City of Franklin, being the same property conveyed to Karl E. Haury, Sr. and Reese L. Smith, Jr. and more particularly described by re-survey as follows:

Beginning on an existing iron pin in the north margin of West Main Street, said point of beginning being the southeast corner of the tract herein described and the southwest corner of Colony House Condominiums (Plat Book 08, Page 30, Register's Office for Williamson County, Tennessee) thence with the north margin of West Main Street, South 54 degrees 36 minutes 38 seconds West, 100 feet to an iron pin set this survey, the southwest corner of the tract herein described and the southeast corner of Mrs. Roberta T. Hood (Book 80, Page 005, Register's Office for Williamson County, Tennessee) thence leaving the north margin of West Main Street, North 27 degrees 52 minutes 58 seconds West, 205.59 feet to a wooden fence post corner (formerly an iron pin), the northwest corner of the tract herein described, the northeast corner of Hood, and a point in the line of Colony House Condominiums; thence North 58 degrees 06 minutes 52 seconds East, 98.01 feet to an existing iron pin, the northeast corner of the tract herein described and a corner in the line of Colony House Condominiums; thence South 28 degrees 16 minutes 42 seconds East 199.37 feet to the point of beginning, containing 0.4578 acres, more or less, according to survey by Howard George, Registered Land Surveyor, Tennessee No. 872, George & Sanderson Surveying (203 Fourth Avenue South, Franklin, Tennessee, 37064) and shown on their plat dated September 11, 1990.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder
Approved as to form by:

By: _____
Dr. Ken Moore
Mayor

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0015**

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

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

**Columbia Avenue (SR6/US31) Widening (TDOT PIN 121454.00), From Mack
Hatcher Parkway to Downs Blvd. – Preliminary Engineering /
Environmental Phase Design Services**

1. **SCOPE OF SERVICES.** Consultant shall provide preliminary engineering / environmental design 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 ONE MILLION SEVENTY THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$1,070,450.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2016.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

Law approved template 10.01.15

Law Dept. approved 2/2/2016



1 of 1

December 14, 2015

Via Email: paul.holzen@franklintn.gov

Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

**RE: Columbia Avenue Roadway Improvements
Franklin, TN
Subject: Revised Scope of Work and Fee**

Dear Paul:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide the attached revised scope of work for the proposed roadway improvements to Columbia Avenue. The details of our scope are included in Attachment A to this letter.

This scope of work was prepared based on our understanding of the project. If we have not fully addressed your project requirements or if you have other questions regarding the scope of work, please let us know immediately.

On behalf of BWSC, we appreciate the opportunity to help you and the City achieve your goals for this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Spann", is positioned above the printed name of Daniel J. Spann.

Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: jonathan.marston@franklintn.gov)
William Banks, City of Franklin (via Email: william.banks@franklintn.gov)

bargewaggoner.com
Equal Opportunity Employer/Affirmative Action Employer

211 Commerce Street, Suite 600
Nashville, Tennessee 37201

615.254.1500 (office)
615.255.6572 (fax)



1 of 1

December 14, 2015

Via Email: paul.holzen@franklintn.gov

Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

**RE: Columbia Avenue Roadway Improvements
Franklin, TN**

Subject: Revised Scope of Work and Fee

Dear Paul:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide the attached revised scope of work for the proposed roadway improvements to Columbia Avenue. The details of our scope are included in Attachment A to this letter.

This scope of work was prepared based on our understanding of the project. If we have not fully addressed your project requirements or if you have other questions regarding the scope of work, please let us know immediately.

On behalf of BWSC, we appreciate the opportunity to help you and the City achieve your goals for this project.

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A handwritten signature in blue ink, appearing to read "D. J. Spann", is written over a horizontal line.

Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: jonathan.marston@franklintn.gov)
William Banks, City of Franklin (via Email: william.banks@franklintn.gov)



**Attachment A - Scope of Work
Improvements to Columbia Avenue
City of Franklin
12/14/2015**

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Compensation

I. PROJECT DESCRIPTION

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide professional services for the design of improvements to Columbia Avenue, from Mack Hatcher Parkway to just past Downs Boulevard, in Franklin, TN. This segment of Columbia Avenue frequently experiences traffic congestion and lacks appropriate pedestrian and bicycle facilities. The purpose of the roadway improvements is to provide a safer, more efficient corridor for all users.

II. SCOPE OF SERVICES

The following scope of services has been divided into three phases. These include the following:

- NEPA Phase Services;
- Design Phase Services;
- Construction Phase Services.

A detailed scope and fee follows for the NEPA Phase services. The scope and fee for Design Phase Services will be detailed once NEPA Phase services are complete.

NEPA Phase Services:

BWSC understands that the purpose of this phase of the project is to prepare a NEPA document including all necessary agency consultation scoping letters and public meeting efforts for the above subject project. In addition, BWSC will complete the environmental technical studies indicated herein as required by the Tennessee Department of Transportation (TDOT) and/or Federal Highways Administration (FHWA) in order to sufficiently satisfy NEPA documentation for the project. Generally speaking, the project study area comprises the portion of Columbia Avenue from Mack Hatcher Parkway to just north of Downs Boulevard and all existing and proposed rights of way. The NEPA Phase services have been divided into the following:

- A. NEPA Document Preparation;
- B. Planning and Analysis; and
- C. Preliminary Engineering.

Following is a detailed description of each:

A. NEPA Document Preparation

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into three (3) tasks. These include:

- Task A1 – Document Coordination;
- Task A2 - Stakeholder Engagement;
- Task A3 - Technical Studies.

Following is a detailed description of tasks A1, A2, and A3:

Task A1 - Document Coordination

BWSC has discussed our knowledge of this project with TDOT and anticipates that a NEPA D-List Categorical Exclusion (CE) document would be appropriate for this project. BWSC will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained by BWSC. The CE form, letter, and all supplemental information, including attachments, shall be sent to the City of Franklin for review and approval. BWSC will incorporate all client comments and submit a revised CE to TDOT for review. BWSC will address all TDOT and FHWA comments and prepare a final version of the CE and supplemental documentation. If the TDOT point-of-contact (POC)/technical reviewer provides any additional comments, these comments will also be revised and incorporated into the CE for final TDOT and FHWA approval.

In addition to the above CE document and associated correspondence, it is anticipated that the above subject project will be that of a D-List CE NEPA document and could result in TDOT and/or FHWA requiring multiple public meetings as well as technical studies for Natural Resources (i.e. Waters of the US/State and Protected Species), Archaeology/Cultural Resources, and Air and Noise.

Therefore, BWSC will perform the following additional tasks summarized below as required and at the City of Franklin's request: *(Note: Should these tasks not be required for the project, they will not be billed to the City.)*

Task A2 - Stakeholder Engagement

The engagement and buy-in for the widening improvements on Columbia Avenue will be a well-publicized and involved process. It is the most important non-technical aspect of this multi-year project. Users inside the Columbia Avenue corridor expect inclusion. We will initiate work on this important task immediately upon authorization, and our proposed scope of work as presented below is divided into:

- *Task A2a - Stakeholder Involvement Planning;*
- *Task A2b - Stakeholder Meetings;*
- *Task A2c - Project External Communication.*

Following is a detailed description of each of tasks A2a, A2b and A2c:

Task A2a - Stakeholder Planning Phase

Upon notice to proceed the BWSC team will immediately begin preparation of a Stakeholder Engagement Plan that will be presented in draft form to the City team within three weeks from project initiation. Once reviewed by the City team, we will support presentation of this plan to the Board of Mayor and Alderman (BOMA) at a work session scheduled as soon as possible. The purpose of the plan is to outline how the City will engage the stakeholders affected by the Columbia Avenue project, or others that will have important input into the project. Since individuals on BOMA may be the front line in fielding questions or comments, we want to make sure BOMA members are comfortable with the plan for engaging the public. The plan will include the following elements:

- Outline the overall vision for stakeholder engagement;
- Identify key issues that must be addressed through the process;
- Key stakeholders identified by the Project team;
- Methods planned for stakeholder interaction (meeting types, surveys and schedules);
- Opportunities for BOMA involvement;
- Public communication (press involvement, project website, etc.).

In order to develop this plan, BWSC will meet with key City elected officials and staff (project technical staff as well as communications staff, TDOT and some of the more prominent business and community leaders and civic groups affected by the project.)

After getting input from the BOMA workshop, BWSC will finalize the plan and initiate its implementation. It should be emphasized that during the Planning Phase, our team will continue to reach out to key affected stakeholders with the approval (and involvement as directed) of City staff.

Task A2b - Stakeholder Meetings

Although the details of the stakeholder meeting process will be determined during the planning phase, Task A2a, we have assumed the following meetings will occur for costing purposes:

- Informal one-on-one meetings- up to forty (40) of these meeting lasting no more than two (2) hours each attended by two (2) BWSC staff and City staff as directed;
- Informal group meetings, facilitating discussions with identified groups such as neighborhood associations, civic groups etc. Assumed five (5) meetings at two (2) hours each, attended by two (2) BWSC staff, and City staff as directed;
- BOMA Work sessions. assume ten (10) work sessions for BOMA briefings, four (4) hours each (includes meeting prep time) and two (2) BWSC staff;
- Formal Public Meetings. These meetings, four (4) anticipated, would be called/advertised public meetings that would include a briefing on the project status, as well as an opportunity for the public to ask questions and make

comments for the record. At least one of these is required for the NEPA process, but we will ensure that all formal Public Meetings meet the requirements for public involvement according to the TDOT's Public Involvement Plan (PIP). The PIP will be used as a guide, adhering to Title VI requirements. These meetings will be attended by four (4) BWSC staff, along with key City staff, approximately six (6) hours each.

For each meeting, BWSC will develop the presentation materials (Powerpoint, Poster Boards or other graphics), provide a written summary, and for the formal meetings will record and report all of the public comments received. Graphics provided will include static renderings and perspective views of proposed alternatives; however, this estimate does not include high-level active computer animated renderings or animations; however, these can be provided at an additional cost. During the Stakeholder Plan development and review process, the assumptions for meeting types and numbers may change and we will let the City staff know how this may impact the budget assumed for this task.

Task A2c - Project External Communication

Media outlets in Franklin and surrounding areas have covered the progression of Columbia Avenue's potential widening improvements for more than a year. BWSC will work with City staff and communications, during the Stakeholder Planning phase, to determine the key media and other public communication outlets to plan for continued coverage of the project process.

For budgeting purposes we have anticipated that this work will include:

- Direct mail/Surveys;
- Signage;
- A project page on City's website;
- Local media outreach;
- Social media;
- Photography and graphics.

Usage of the City's website for continuity of message will be important over the life of this project. BWSC will schedule content for the website, and with City staff's assistance, communicate to users when information is available.

Deliverables (Task A2c):

- Templates (all types of communication);
- Notes (all meetings);
- Graphics for Public Meetings;
- Website Updates;
- Progress Reports to Engineering ;
- Stakeholder Engagement Plan.

Task A3 - Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for three specific technical studies has been identified and included in this scope of work. They include the following:

- *Task A3a - Natural Resources Technical Study;*
- *Task A3b - Archaeology/Cultural Resources Study;*
- *Task A3c - Noise and Air Study.*

Following is a detailed description of each technical study:

Task A3a - Natural Resources Technical Study

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from past City projects along the corridor, if available. National Wetlands Inventory (NWI) maps, U.S. Geological Survey topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, consultation with the U.S. Fish and Wildlife Service (USFWS) will be conducted to determine if there are any species of concern that may exist within the project area.

During field work, BWSC ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, BWSC will review the project study area for any federally threatened or endangered species and/or their habitat. A summary report will be prepared for the client's review prior to submittal to TDOT or FHWA.

Task A3b - Archaeology/Cultural Resources Study

If needed, BWSC will hire TRC Solutions to complete an archaeological survey of the project study area. The archaeological survey will closely follow all guidelines for Phase I archaeological surveys as defined by the State of Tennessee Division of Archaeology (TDOA). TRC will review and search the archaeological records at the (TDOA) for the general project corridor and conduct a Phase I archaeological survey of the project study area. After the survey, TRC will submit a fully illustrated technical report in letter format, meeting Tennessee State Historic Preservation Office (TN-SHPO) standards, for the project study area following the completion of the fieldwork.

Task A3c - Noise and Air Study

If needed, BWSC will hire Bowlby and Associates to complete a noise and air quality analysis for the project study area. The noise analysis will consists of identification of noise-sensitive land uses, noise data collection and measurements, prediction of future noise levels, and determination of noise impacts. The air quality analysis will consist of establishing project conformity and conducting a mobile source air toxins evaluation. Finally, a summary report will be prepared for both the noise and air quality analysis.

B. Planning and Analysis

The planning and analysis component of the environmental document will provide opportunity for recommendations of the Transportation Planning Report (TPR), last updated in Year 2010, to be

updated and refined. This will include collection of new traffic data and updating traffic projections which will account for new and upcoming development along the corridor as well as accounting for other planned and committed roadway network improvements. This will also provide opportunity for alternative solutions to be examined and considered and include a national subject matter expert in the area of access management as well as subject matter experts in the fields of traffic management, intersection design, bicycle, pedestrian and transit facilities. This work will determine what is ultimately designed and constructed on the corridor.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into six (6) tasks:

- Task B1 – Data Collection;
- Task B2 – Existing Conditions Analysis;
- Task B3 – Projected Conditions Analysis;
- Task B4 – Alternative Development Analysis;
- Task B5 – Draft Report;
- Task B6 – Final Report.

Task B1 – Data Collection

Data collection for planning and analysis will include new field data collection, assembling historical/record data and conducting interviews with City staff. Field data collection will include the collection of peak hour turning movement counts at critical intersections along the corridor for AM, Midday and PM weekday peak periods as well as weekend peak periods; seven (7) day continuous 24-hour automated bi-directional tube counts will be collected at three locations along the corridor; travel times; field measurements and observations. Count data collection will include video capture of operations at each intersection and be available for observation.

Historical/Record data will also be gathered for review. This includes items such as TDOT counts, record studies and plans, existing signal phasing and timing information and available crash data. Interviews with staff in key departments such as engineering, traffic, streets, planning and parks will be conducted. Count data and existing travel times will be conducted by Quality Counts Transportation Data Collection Services.

A Data Collection Report summarizing the data collected will be compiled and provided to the City for its use and review.

Task B2 – Existing Conditions Analysis

Utilizing the data collected in Task B1, the existing conditions analysis will include a detailed analysis of the existing roadway, traffic control, signal system, bike, pedestrian and transit facilities along the corridor. A detailed Synchro simulation model of the existing corridor will be created and calibrated for the purpose of evaluating existing traffic operations and evaluating improvement alternatives.

Utilizing available crash data, a detailed safety analysis will be performed of the corridor utilizing the latest methodology and software from the Highway Safety Manual. Also, an evaluation of existing access management issues will be performed and documented for the corridor.

An Existing Conditions Report, including existing Synchro files will be presented and reviewed with City staff.

Task B3 – Projected Conditions Analysis

In order to effectively develop and evaluate improvement alternatives, accurate projected conditions must be determined. This will include an analysis of projected roadway and traffic control facilities for the surrounding network and development of projected volumes for the corridor.

Projected volumes will be presented and reviewed with City staff as well as submitted to TDOT for review and approval.

Task B4 – Alternative Development and Analysis

Utilizing the data collected and analysis of projected conditions, alternatives will be developed to improve operations along the corridor. This will include identifying improvements for long-term operation of vehicles, pedestrians, bikes and transit. We have assumed up to three (3) alternatives will be developed and analyzed in addition to a “no-build” alternative.

Evaluation of each alternative will include evaluation of potential access management techniques, traffic operations, and crash safety benefits utilizing the latest methodology software of the Highway Safety Manual.

Task B5 – Draft Report

The results of the Alternatives Development and Analysis will be compiled into a Draft Report. This report will first be presented and reviewed with City Staff then with City leaders. Any comments from these reviews will be addressed before public meeting presentation of the draft alternatives.

Task B6 – Final Report

Following the public meeting presentation of the draft alternatives, any necessary modifications and/or additional analysis will be performed and a final report produced for inclusion in the environmental document review and approval, which will include Preliminary Engineering and functional plans of the selected alternatives.

Deliverables (Task B.):

- Data Collection Report;
- Existing Conditions Report;
- Projected Volumes Report;
- Draft Report;
- Final Report.

C. Preliminary Engineering

BWSC will provide preliminary engineering of the alternates developed from the planning and analysis tasks noted above. We will develop functional level drawings of roadway, utility and right of way features in order to determine the environmental footprint of each alternate. To better analyze each alternate, a right of way and topographic survey of the corridor will be conducted.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into five (5) tasks.

Task C1 - Project Survey

Following TDOT guidelines, we will conduct a right of way and topographic survey of the project corridor. Right of way tasks will include deed research to aid in determining current right of way and easement locations. We will also locate utilities denoted by Tennessee One Call along the route. At the request of the City, BWSC will also provide digital scanning of the project using high resolution, stationary scanning techniques for use in providing backgrounds for renderings and supplemental topographic density. The deliverables from this task will be used during the design phase of the project.

Task C2 - Roadways

Using the information obtained from the planning and analysis deliverables and the project survey, we will prepare functional plans for the roadway elements of the project including edges of pavement, sidewalks, multi-use paths, driveway connections, medians, and auxiliary lanes for each identified alternate. Detailed construction plans will not be developed as part of this task, but conceptual roadway alignments, profiles and cross sections will be prepared to identify the environmental footprint of each alternate.

Task C3 - Utilities

Since Columbia Avenue is currently developed along the project length, the relocation and coordination of utilities for the roadway project will have an impact on the environmental footprint of the project. Because of this impact, we propose to prepare functional plans for these utilities, known to be located along the project:

- Atmos Energy: Natural Gas;
- AT&T; AT&T Fiber, Comcast, XO, etc.: Communications;
- Middle Tennessee Electric Membership Cooperative: Power;
- City of Franklin: Water, Sewer, Stormwater, and Industrial Water.

Coordination with each of these utilities to determine requirements and impacts will take place throughout the development of the project. Ultimately, functional plans showing conceptual layouts, major service connections and crossings, and approximate sizes will be prepared. As noted in Task C2, detailed construction plans will not be developed as part of this task.

Task C4 - Rights of Way

Using the information generated from previous tasks, BWSC will evaluate impacts to existing rights of way and easements and propose additional acquisitions for the project. These proposed acquisitions will be shown on the overall functional drawings for each alternate along with approximate before/taken/remaining acreages for each proposed acquisition.

Task C5 - EOPCC's

To aid in determining the overall economic impact of the project, funding needs, and alternate selection, we will provide Engineers Opinions of Probable Construction Costs (EOPCC), including right of way acquisition and damage costs determined as a part of Task C4, for project alternates. In providing the EOPCC, the Client understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that BWSC's EOPCC are made on the basis of BWSC's professional judgment and experience. BWSC makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BWSC's EOPCC.

Tasks C1 through C5 of the preliminary engineering phase will be conducted for the preferred alternate and up to two additional alternates, as determined by the BOMA after the planning and analysis phase of the project.

Deliverables (Task C.):

- Functional Plans (Plan Sheets at 1"=50' full size, 1"=100' half size) of each alternate, including roadway, utility and right of way features on each sheet;
- CADD files of project surveys and functional drawings;
- Memorandum style submittal of calculations for utility sizes and miscellaneous conceptual design notes.

Design Phase Services:

Once complete, the final environmental document will be submitted to TDOT's Environmental Division for review and approval. Once approved by TDOT, the document will be submitted to FHWA for review and approval. The NEPA phase ends with an approved environmental document and Notice to Proceed with the Design Phase. At that time, a detailed scope and fee will be prepared and the contract amended to include design services.

All locally managed projects which involve roadway improvements on state routes are required to be designed in accordance with TDOT Design Policies and Procedures and require detailed oversight from TDOT. Based on these procedures, it is anticipated the design phase will include the following three phases of production: Preliminary Plans, Right-of-Way Plans, and Final Construction Plans. Each phase will have its own TDOT submittal and review requirements. All submitted project plans will be prepared in TDOT format and will meet the requirements for the Preliminary, Right-of-Way, and Construction Plans Checklist, according to TDOT's Roadway Design Guidelines.

Within the development of each of these submittals, all necessary design, coordination and permitting activities will occur such as: such as geotechnical design, traffic signal and ITS designs, street lighting, landscape and streetscape design, hydraulic designs, utility coordination and designs, quantity preparation and construction estimates as well as review and permitting tasks, field reviews, preparation of property acquisition documents, and design public meetings.

The design phase will conclude with the final approved plans ready for bidding and construction.

Construction Phase Services:

It is understood and agreed that BWSC's services under this agreement do not include project observation or review of the Contractor's performance or any other construction-phase services not directly included in this scope of services.

III. PROJECT UNDERSTANDINGS, ASSUMPTIONS, AND EXCLUSIONS

- A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
 - 1. BWSC will have access to the site and adjoining areas, as required.
 - 2. Any Permit, recording fees, etc., are to be paid or reimbursed by the City of Franklin.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees:
 - 1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.);
 - 2. Design revisions requested by those outside the project team and stakeholders beyond a mutually agreed timeframe;
 - 3. Environmental technical studies beyond those noted herein;
 - 4. Extending environmental other studies beyond the limits noted herein (Mack Hatcher to Downs);
 - 5. As Built Surveys.
 - 6. Purchase or rental of any metering, survey or other general technology associated with public involvement. The need for this type of equipment will be determined as part of the project.

TIME OF PERFORMANCE

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. We would anticipate a project kickoff meeting within two weeks of authorization. Task 1 of each of the above phases of work could begin immediately after the kickoff meetings with the City. For planning purposes, an eighteen (18) month project duration should be anticipated.

IV. CLIENT'S RESPONSIBILITIES

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services;
- B. Provide review comments in a timely manner;
- C. Provide single point of contact for project coordination purposes;

- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

V. COMPENSATION

The compensation to be paid to BWSC for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table:

Description	Estimated Fee
NEPA PHASE SERVICES	
A. NEPA Document Preparation	
A1. Document Coordination	\$20,000.00
A2. Stakeholder Engagement Process	
<i>A2a. - Stakeholder Planning Phase</i>	<i>\$25,700.00</i>
<i>A2b. - Stakeholder Meetings</i>	<i>\$97,700.00</i>
<i>A2c. - Project External Communications</i>	<i>\$61,500.00</i>
Sub-Total (Task A2.)	\$184,900.00
A3. Technical Studies	
<i>A3a. - Natural Resources Technical Study</i>	<i>\$7,900.00</i>
<i>A3b. - Archaeology/Cultural Resources Study</i>	<i>\$9,600.00</i>
<i>A3c. - Noise and Air Study</i>	<i>\$10,400.00</i>
Sub-Total (Task A3.)	\$27,900.00
Sub-Total (Task A.)	\$232,800.00
B. Planning and Analysis	
B1. Data Collection	\$35,575.00
B2. Existing Conditions Analysis	\$29,550.00
B3. Projected Conditions Analysis	\$23,850.00
B4. Alternative Development and Analysis	\$82,250.00
B5. Draft Report	\$43,800.00
B6. Final Report	\$23,750.00
Sub-Total (Task B.)	\$238,775.00
C. Preliminary Engineering	
C1. Project Survey	\$219,550.00
C2. Roadways	\$77,800.00
C3. Utilities	\$176,000.00
C4. Rights of Way	\$49,225.00
C5. EOPCC's	\$76,300.00
Sub-Total (Task C.)	\$598,875.00
TOTAL (NEPA Phase Services)	\$1,070,450.00
DESIGN PHASE SERVICES	-
CONSTRUCTION PHASE SERVICES	-

This fee is an estimated not to exceed amount and will be billed hourly. Individual task amounts are shown for budgeting purposes only; fee may be reallocated among tasks as needed. The fees provided above are valid up to three (3) months from the date of this proposal. Hourly rates for personnel will be billed at the direct labor rate plus the current audited overhead rate and margin as approved by TDOT. Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc. will be invoiced at the amount of the subcontractor's statement plus fifteen (15) percent.



1 of 1

December 14, 2015

Via Email: paul.holzen@franklintn.gov

Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

RE: Columbia Avenue Roadway Improvements
Franklin, TN
Subject: Revised Scope of Work and Fee

Dear Paul:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide the attached revised scope of work for the proposed roadway improvements to Columbia Avenue. The details of our scope are included in Attachment A to this letter.

This scope of work was prepared based on our understanding of the project. If we have not fully addressed your project requirements or if you have other questions regarding the scope of work, please let us know immediately.

On behalf of BWSC, we appreciate the opportunity to help you and the City achieve your goals for this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. J. Spann", is written over a horizontal line.

Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

Attachment

cc: Jonathan Marston, City of Franklin (via Email: jonathan.marston@franklintn.gov)
William Banks, City of Franklin (via Email: william.banks@franklintn.gov)



**Attachment A - Scope of Work
Improvements to Columbia Avenue
City of Franklin
12/14/2015**

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Compensation

I. PROJECT DESCRIPTION

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide professional services for the design of improvements to Columbia Avenue, from Mack Hatcher Parkway to just past Downs Boulevard, in Franklin, TN. This segment of Columbia Avenue frequently experiences traffic congestion and lacks appropriate pedestrian and bicycle facilities. The purpose of the roadway improvements is to provide a safer, more efficient corridor for all users.

II. SCOPE OF SERVICES

The following scope of services has been divided into three phases. These include the following:

- NEPA Phase Services;
- Design Phase Services;
- Construction Phase Services.

A detailed scope and fee follows for the NEPA Phase services. The scope and fee for Design Phase Services will be detailed once NEPA Phase services are complete.

NEPA Phase Services:

BWSC understands that the purpose of this phase of the project is to prepare a NEPA document including all necessary agency consultation scoping letters and public meeting efforts for the above subject project. In addition, BWSC will complete the environmental technical studies indicated herein as required by the Tennessee Department of Transportation (TDOT) and/or Federal Highways Administration (FHWA) in order to sufficiently satisfy NEPA documentation for the project. Generally speaking, the project study area comprises the portion of Columbia Avenue from Mack Hatcher Parkway to just north of Downs Boulevard and all existing and proposed rights of way. The NEPA Phase services have been divided into the following:

- A. NEPA Document Preparation;
- B. Planning and Analysis; and
- C. Preliminary Engineering.

Following is a detailed description of each:

A. NEPA Document Preparation

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into three (3) tasks. These include:

- Task A1 – Document Coordination;
- Task A2 - Stakeholder Engagement;
- Task A3 - Technical Studies.

Following is a detailed description of tasks A1, A2, and A3:

Task A1 - Document Coordination

BWSC has discussed our knowledge of this project with TDOT and anticipates that a NEPA D-List Categorical Exclusion (CE) document would be appropriate for this project. BWSC will obtain agency concurrences and produce supplemental information to attach to the CE form and letter. Figures and resource maps will also be required to be attached to the CE and will be produced or obtained by BWSC. The CE form, letter, and all supplemental information, including attachments, shall be sent to the City of Franklin for review and approval. BWSC will incorporate all client comments and submit a revised CE to TDOT for review. BWSC will address all TDOT and FHWA comments and prepare a final version of the CE and supplemental documentation. If the TDOT point-of-contact (POC)/technical reviewer provides any additional comments, these comments will also be revised and incorporated into the CE for final TDOT and FHWA approval.

In addition to the above CE document and associated correspondence, it is anticipated that the above subject project will be that of a D-List CE NEPA document and could result in TDOT and/or FHWA requiring multiple public meetings as well as technical studies for Natural Resources (i.e. Waters of the US/State and Protected Species), Archaeology/Cultural Resources, and Air and Noise.

Therefore, BWSC will perform the following additional tasks summarized below as required and at the City of Franklin's request: *(Note: Should these tasks not be required for the project, they will not be billed to the City.)*

Task A2 - Stakeholder Engagement

The engagement and buy-in for the widening improvements on Columbia Avenue will be a well-publicized and involved process. It is the most important non-technical aspect of this multi-year project. Users inside the Columbia Avenue corridor expect inclusion. We will initiate work on this important task immediately upon authorization, and our proposed scope of work as presented below is divided into:

- *Task A2a - Stakeholder Involvement Planning;*
- *Task A2b - Stakeholder Meetings;*
- *Task A2c - Project External Communication.*

Following is a detailed description of each of tasks A2a, A2b and A2c:

Task A2a - Stakeholder Planning Phase

Upon notice to proceed the BWSC team will immediately begin preparation of a Stakeholder Engagement Plan that will be presented in draft form to the City team within three weeks from project initiation. Once reviewed by the City team, we will support presentation of this plan to the Board of Mayor and Alderman (BOMA) at a work session scheduled as soon as possible. The purpose of the plan is to outline how the City will engage the stakeholders affected by the Columbia Avenue project, or others that will have important input into the project. Since individuals on BOMA may be the front line in fielding questions or comments, we want to make sure BOMA members are comfortable with the plan for engaging the public. The plan will include the following elements:

- Outline the overall vision for stakeholder engagement;
- Identify key issues that must be addressed through the process;
- Key stakeholders identified by the Project team;
- Methods planned for stakeholder interaction (meeting types, surveys and schedules);
- Opportunities for BOMA involvement;
- Public communication (press involvement, project website, etc.).

In order to develop this plan, BWSC will meet with key City elected officials and staff (project technical staff as well as communications staff, TDOT and some of the more prominent business and community leaders and civic groups affected by the project.)

After getting input from the BOMA workshop, BWSC will finalize the plan and initiate its implementation. It should be emphasized that during the Planning Phase, our team will continue to reach out to key affected stakeholders with the approval (and involvement as directed) of City staff.

Task A2b - Stakeholder Meetings

Although the details of the stakeholder meeting process will be determined during the planning phase, Task A2a, we have assumed the following meetings will occur for costing purposes:

- Informal one-on-one meetings- up to forty (40) of these meeting lasting no more than two (2) hours each attended by two (2) BWSC staff and City staff as directed;
- Informal group meetings, facilitating discussions with identified groups such as neighborhood associations, civic groups etc. Assumed five (5) meetings at two (2) hours each, attended by two (2) BWSC staff, and City staff as directed;
- BOMA Work sessions. assume ten (10) work sessions for BOMA briefings, four (4) hours each (includes meeting prep time) and two (2) BWSC staff;
- Formal Public Meetings. These meetings, four (4) anticipated, would be called/advertised public meetings that would include a briefing on the project status, as well as an opportunity for the public to ask questions and make

comments for the record. At least one of these is required for the NEPA process, but we will ensure that all formal Public Meetings meet the requirements for public involvement according to the TDOT's Public Involvement Plan (PIP). The PIP will be used as a guide, adhering to Title VI requirements. These meetings will be attended by four (4) BWSC staff, along with key City staff, approximately six (6) hours each.

For each meeting, BWSC will develop the presentation materials (Powerpoint, Poster Boards or other graphics), provide a written summary, and for the formal meetings will record and report all of the public comments received. Graphics provided will include static renderings and perspective views of proposed alternatives; however, this estimate does not include high-level active computer animated renderings or animations; however, these can be provided at an additional cost. During the Stakeholder Plan development and review process, the assumptions for meeting types and numbers may change and we will let the City staff know how this may impact the budget assumed for this task.

Task A2c - Project External Communication

Media outlets in Franklin and surrounding areas have covered the progression of Columbia Avenue's potential widening improvements for more than a year. BWSC will work with City staff and communications, during the Stakeholder Planning phase, to determine the key media and other public communication outlets to plan for continued coverage of the project process.

For budgeting purposes we have anticipated that this work will include:

- Direct mail/Surveys;
- Signage;
- A project page on City's website;
- Local media outreach;
- Social media;
- Photography and graphics.

Usage of the City's website for continuity of message will be important over the life of this project. BWSC will schedule content for the website, and with City staff's assistance, communicate to users when information is available.

Deliverables (Task A2c):

- Templates (all types of communication);
- Notes (all meetings);
- Graphics for Public Meetings;
- Website Updates;
- Progress Reports to Engineering ;
- Stakeholder Engagement Plan.

Task A3 - Technical Studies

As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for three specific technical studies has been identified and included in this scope of work. They include the following:

- *Task A3a - Natural Resources Technical Study;*
- *Task A3b - Archaeology/Cultural Resources Study;*
- *Task A3c - Noise and Air Study.*

Following is a detailed description of each technical study:

Task A3a - Natural Resources Technical Study

Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from past City projects along the corridor, if available. National Wetlands Inventory (NWI) maps, U.S. Geological Survey topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands, within the areas of interest. Additionally, consultation with the U.S. Fish and Wildlife Service (USFWS) will be conducted to determine if there are any species of concern that may exist within the project area.

During field work, BWSC ecologists certified in wetland delineation methodologies will perform a Natural Resources technical review of the project study area. A Professional Wetland Scientist (PWS) and TN Qualified Hydrologic Professional (QHP) will identify and delineate all waters of the US/State (i.e. wetlands and streams) and perform a hydrologic determination of any questionable headwater channels. In addition to potentially jurisdictional waters, BWSC will review the project study area for any federally threatened or endangered species and/or their habitat. A summary report will be prepared for the client's review prior to submittal to TDOT or FHWA.

Task A3b - Archaeology/Cultural Resources Study

If needed, BWSC will hire TRC Solutions to complete an archaeological survey of the project study area. The archaeological survey will closely follow all guidelines for Phase I archaeological surveys as defined by the State of Tennessee Division of Archaeology (TDOA). TRC will review and search the archaeological records at the (TDOA) for the general project corridor and conduct a Phase I archaeological survey of the project study area. After the survey, TRC will submit a fully illustrated technical report in letter format, meeting Tennessee State Historic Preservation Office (TN-SHPO) standards, for the project study area following the completion of the fieldwork.

Task A3c - Noise and Air Study

If needed, BWSC will hire Bowlby and Associates to complete a noise and air quality analysis for the project study area. The noise analysis will consist of identification of noise-sensitive land uses, noise data collection and measurements, prediction of future noise levels, and determination of noise impacts. The air quality analysis will consist of establishing project conformity and conducting a mobile source air toxics evaluation. Finally, a summary report will be prepared for both the noise and air quality analysis.

B. Planning and Analysis

The planning and analysis component of the environmental document will provide opportunity for recommendations of the Transportation Planning Report (TPR), last updated in Year 2010, to be

updated and refined. This will include collection of new traffic data and updating traffic projections which will account for new and upcoming development along the corridor as well as accounting for other planned and committed roadway network improvements. This will also provide opportunity for alternative solutions to be examined and considered and include a national subject matter expert in the area of access management as well as subject matter experts in the fields of traffic management, intersection design, bicycle, pedestrian and transit facilities. This work will determine what is ultimately designed and constructed on the corridor.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into six (6) tasks:

- Task B1 – Data Collection;
- Task B2 – Existing Conditions Analysis;
- Task B3 – Projected Conditions Analysis;
- Task B4 – Alternative Development Analysis;
- Task B5 – Draft Report;
- Task B6 – Final Report.

Task B1 – Data Collection

Data collection for planning and analysis will include new field data collection, assembling historical/record data and conducting interviews with City staff. Field data collection will include the collection of peak hour turning movement counts at critical intersections along the corridor for AM, Midday and PM weekday peak periods as well as weekend peak periods; seven (7) day continuous 24-hour automated bi-directional tube counts will be collected at three locations along the corridor; travel times; field measurements and observations. Count data collection will include video capture of operations at each intersection and be available for observation.

Historical/Record data will also be gathered for review. This includes items such as TDOT counts, record studies and plans, existing signal phasing and timing information and available crash data. Interviews with staff in key departments such as engineering, traffic, streets, planning and parks will be conducted. Count data and existing travel times will be conducted by Quality Counts Transportation Data Collection Services.

A Data Collection Report summarizing the data collected will be compiled and provided to the City for its use and review.

Task B2 – Existing Conditions Analysis

Utilizing the data collected in Task B1, the existing conditions analysis will include a detailed analysis of the existing roadway, traffic control, signal system, bike, pedestrian and transit facilities along the corridor. A detailed Synchro simulation model of the existing corridor will be created and calibrated for the purpose of evaluating existing traffic operations and evaluating improvement alternatives.

Utilizing available crash data, a detailed safety analysis will be performed of the corridor utilizing the latest methodology and software from the Highway Safety Manual. Also, an evaluation of existing access management issues will be performed and documented for the corridor.

An Existing Conditions Report, including existing Synchro files will be presented and reviewed with City staff.

Task B3 – Projected Conditions Analysis

In order to effectively develop and evaluate improvement alternatives, accurate projected conditions must be determined. This will include an analysis of projected roadway and traffic control facilities for the surrounding network and development of projected volumes for the corridor.

Projected volumes will be presented and reviewed with City staff as well as submitted to TDOT for review and approval.

Task B4 – Alternative Development and Analysis

Utilizing the data collected and analysis of projected conditions, alternatives will be developed to improve operations along the corridor. This will include identifying improvements for long-term operation of vehicles, pedestrians, bikes and transit. We have assumed up to three (3) alternatives will be developed and analyzed in addition to a “no-build” alternative.

Evaluation of each alternative will include evaluation of potential access management techniques, traffic operations, and crash safety benefits utilizing the latest methodology software of the Highway Safety Manual.

Task B5 – Draft Report

The results of the Alternatives Development and Analysis will be compiled into a Draft Report. This report will first be presented and reviewed with City Staff then with City leaders. Any comments from these reviews will be addressed before public meeting presentation of the draft alternatives.

Task B6 – Final Report

Following the public meeting presentation of the draft alternatives, any necessary modifications and/or additional analysis will be performed and a final report produced for inclusion in the environmental document review and approval, which will include Preliminary Engineering and functional plans of the selected alternatives.

Deliverables (Task B.):

- Data Collection Report;
- Existing Conditions Report;
- Projected Volumes Report;
- Draft Report;
- Final Report.

C. Preliminary Engineering

BWSC will provide preliminary engineering of the alternates developed from the planning and analysis tasks noted above. We will develop functional level drawings of roadway, utility and right of way features in order to determine the environmental footprint of each alternate. To better analyze each alternate, a right of way and topographic survey of the corridor will be conducted.

We will initiate work on this task immediately upon authorization. Our proposed scope of work for this effort as presented below is divided into five (5) tasks.

Task C1 - Project Survey

Following TDOT guidelines, we will conduct a right of way and topographic survey of the project corridor. Right of way tasks will include deed research to aid in determining current right of way and easement locations. We will also locate utilities denoted by Tennessee One Call along the route. At the request of the City, BWSC will also provide digital scanning of the project using high resolution, stationary scanning techniques for use in providing backgrounds for renderings and supplemental topographic density. The deliverables from this task will be used during the design phase of the project.

Task C2 - Roadways

Using the information obtained from the planning and analysis deliverables and the project survey, we will prepare functional plans for the roadway elements of the project including edges of pavement, sidewalks, multi-use paths, driveway connections, medians, and auxiliary lanes for each identified alternate. Detailed construction plans will not be developed as part of this task, but conceptual roadway alignments, profiles and cross sections will be prepared to identify the environmental footprint of each alternate.

Task C3 - Utilities

Since Columbia Avenue is currently developed along the project length, the relocation and coordination of utilities for the roadway project will have an impact on the environmental footprint of the project. Because of this impact, we propose to prepare functional plans for these utilities, known to be located along the project:

- Atmos Energy: Natural Gas;
- AT&T; AT&T Fiber, Comcast, XO, etc.: Communications;
- Middle Tennessee Electric Membership Cooperative: Power;
- City of Franklin: Water, Sewer, Stormwater, and Industrial Water.

Coordination with each of these utilities to determine requirements and impacts will take place throughout the development of the project. Ultimately, functional plans showing conceptual layouts, major service connections and crossings, and approximate sizes will be prepared. As noted in Task C2, detailed construction plans will not be developed as part of this task.

Task C4 - Rights of Way

Using the information generated from previous tasks, BWSC will evaluate impacts to existing rights of way and easements and propose additional acquisitions for the project. These proposed acquisitions will be shown on the overall functional drawings for each alternate along with approximate before/taken/remaining acreages for each proposed acquisition.

Task C5 - EOPCC's

To aid in determining the overall economic impact of the project, funding needs, and alternate selection, we will provide Engineers Opinions of Probable Construction Costs (EOPCC), including right of way acquisition and damage costs determined as a part of Task C4, for project alternates. In providing the EOPCC, the Client understands that BWSC has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that BWSC's EOPCC are made on the basis of BWSC's professional judgment and experience. BWSC makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BWSC's EOPCC.

Tasks C1 through C5 of the preliminary engineering phase will be conducted for the preferred alternate and up to two additional alternates, as determined by the BOMA after the planning and analysis phase of the project.

Deliverables (Task C.):

- Functional Plans (Plan Sheets at 1"=50' full size, 1"=100' half size) of each alternate, including roadway, utility and right of way features on each sheet;
- CADD files of project surveys and functional drawings;
- Memorandum style submittal of calculations for utility sizes and miscellaneous conceptual design notes.

Design Phase Services:

Once complete, the final environmental document will be submitted to TDOT's Environmental Division for review and approval. Once approved by TDOT, the document will be submitted to FHWA for review and approval. The NEPA phase ends with an approved environmental document and Notice to Proceed with the Design Phase. At that time, a detailed scope and fee will be prepared and the contract amended to include design services.

All locally managed projects which involve roadway improvements on state routes are required to be designed in accordance with TDOT Design Policies and Procedures and require detailed oversight from TDOT. Based on these procedures, it is anticipated the design phase will include the following three phases of production: Preliminary Plans, Right-of-Way Plans, and Final Construction Plans. Each phase will have its own TDOT submittal and review requirements. All submitted project plans will be prepared in TDOT format and will meet the requirements for the Preliminary, Right-of-Way, and Construction Plans Checklist, according to TDOT's Roadway Design Guidelines.

Within the development of each of these submittals, all necessary design, coordination and permitting activities will occur such as: such as geotechnical design, traffic signal and ITS designs, street lighting, landscape and streetscape design, hydraulic designs, utility coordination and designs, quantity preparation and construction estimates as well as review and permitting tasks, field reviews, preparation of property acquisition documents, and design public meetings.

The design phase will conclude with the final approved plans ready for bidding and construction.

Construction Phase Services:

It is understood and agreed that BWSC's services under this agreement do not include project observation or review of the Contractor's performance or any other construction-phase services not directly included in this scope of services.

III. PROJECT UNDERSTANDINGS, ASSUMPTIONS, AND EXCLUSIONS

- A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
 - 1. BWSC will have access to the site and adjoining areas, as required.
 - 2. Any Permit, recording fees, etc., are to be paid or reimbursed by the City of Franklin.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees:
 - 1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.);
 - 2. Design revisions requested by those outside the project team and stakeholders beyond a mutually agreed timeframe;
 - 3. Environmental technical studies beyond those noted herein;
 - 4. Extending environmental other studies beyond the limits noted herein (Mack Hatcher to Downs);
 - 5. As Built Surveys.
 - 6. Purchase or rental of any metering, survey or other general technology associated with public involvement. The need for this type of equipment will be determined as part of the project.

TIME OF PERFORMANCE

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. We would anticipate a project kickoff meeting within two weeks of authorization. Task 1 of each of the above phases of work could begin immediately after the kickoff meetings with the City. For planning purposes, an eighteen (18) month project duration should be anticipated.

IV. CLIENT'S RESPONSIBILITIES

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below:

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services;
- B. Provide review comments in a timely manner;
- C. Provide single point of contact for project coordination purposes;

- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

V. COMPENSATION

The compensation to be paid to BWSC for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table:

Description	Estimated Fee
NEPA PHASE SERVICES	
A. NEPA Document Preparation	
A1. Document Coordination	\$20,000.00
A2. Stakeholder Engagement Process	
<i>A2a. - Stakeholder Planning Phase</i>	<i>\$25,700.00</i>
<i>A2b. - Stakeholder Meetings</i>	<i>\$97,700.00</i>
<i>A2c. - Project External Communications</i>	<i>\$61,500.00</i>
Sub-Total (Task A2.)	\$184,900.00
A3. Technical Studies	
<i>A3a. - Natural Resources Technical Study</i>	<i>\$7,900.00</i>
<i>A3b. - Archaeology/Cultural Resources Study</i>	<i>\$9,600.00</i>
<i>A3c. - Noise and Air Study</i>	<i>\$10,400.00</i>
Sub-Total (Task A3.)	\$27,900.00
Sub-Total (Task A.)	\$232,800.00
B. Planning and Analysis	
B1. Data Collection	\$35,575.00
B2. Existing Conditions Analysis	\$29,550.00
B3. Projected Conditions Analysis	\$23,850.00
B4. Alternative Development and Analysis	\$82,250.00
B5. Draft Report	\$43,800.00
B6. Final Report	\$23,750.00
Sub-Total (Task B.)	\$238,775.00
C. Preliminary Engineering	
C1. Project Survey	\$219,550.00
C2. Roadways	\$77,800.00
C3. Utilities	\$176,000.00
C4. Rights of Way	\$49,225.00
C5. EOPCC's	\$76,300.00
Sub-Total (Task C.)	\$598,875.00
TOTAL (NEPA Phase Services)	\$1,070,450.00
DESIGN PHASE SERVICES	-
CONSTRUCTION PHASE SERVICES	-

This fee is an estimated not to exceed amount and will be billed hourly. Individual task amounts are shown for budgeting purposes only; fee may be reallocated among tasks as needed. The fees provided above are valid up to three (3) months from the date of this proposal. Hourly rates for personnel will be billed at the direct labor rate plus the current audited overhead rate and margin as approved by TDOT. Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc. will be invoiced at the amount of the subcontractor's statement plus fifteen (15) percent.

**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT NO 2015-0418**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and SouthStar, LLC, ("Developer"), on this the _____ day of _____, 2016, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer is in the process of developing Map 079 - Parcel 40, 40.12 and 40.19, (the "Development Project"), as shown on Exhibit A; and

WHEREAS, the City has required the Developer to design and construct certain arterial roadway improvements to include the dedication of arterial right-of-way as a requirement of the Development Project; and

WHEREAS, the arterial improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan; and

WHEREAS, the Developer has made application to offset a portion of the costs of construction of these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on December, 28, 2015, to be \$2,850,000.00.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Developer and City agree that the Developer shall be eligible for reimbursement as hereafter set forth for the arterial roadway improvements as conceptually shown on Exhibit B.
3. The total estimated cost of right-of-way, engineering/design and the cost of labor, equipment, supplies and material used to construct the arterial roadway improvements is **Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000.00)** and the estimated total reimbursement to the Developer is an identical amount. The following cost are specifically excluded: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, turn lanes, signals and other improvements that benefit solely the development and not the arterial roadway. At no time shall reimbursement exceed the impact fees collected as part of the Development Project.
4. Pursuant to the Franklin Municipal Code, the eligible reimbursement shall not exceed the total of Road Impact Fees due for the Development Project (Section 16-417 (7)).
5. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty

(30) days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees and paragraph 3 above . Invoices shall include copies of contracts and invoices associated with the arterial roadway improvements and copies of checks to show proof of payment.

6. Within 60 days of completion and acceptance of the arterial roadway improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized release of liens.
7. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
8. The City shall have no liability except as specifically provided in this Agreement.
8. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
9. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Alderman on _____, 2016.

WITNESS our hands on the dates as indicated.



COF 2015-0418
Exhibit A and B.pdf

DEVELOPER

By: 

Print Name: GLENN R. WILSON

Title: CHIEF EXECUTIVE OFFICER

Date: FEBRUARY 3, 2016

STATE OF TENNESSEE)

COUNTY OF Williamson)

Before me, Cathy C Cornwell, a Notary Public of said County and State, personally appeared Glenn R. Wilson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Chief Executive Officer (CEO) (or other officer authorized to execute the instrument) of SouthStar LLC, the within named bargainor, a Tennessee LLC, and that he as such CEO executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 3rd day of February, 2016.



Cathy C Cornwell
Notary Public
My Commission Expires: January 26, 2019

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

Witness my hand and seal this ____ day of _____, 20__.

Notary Public

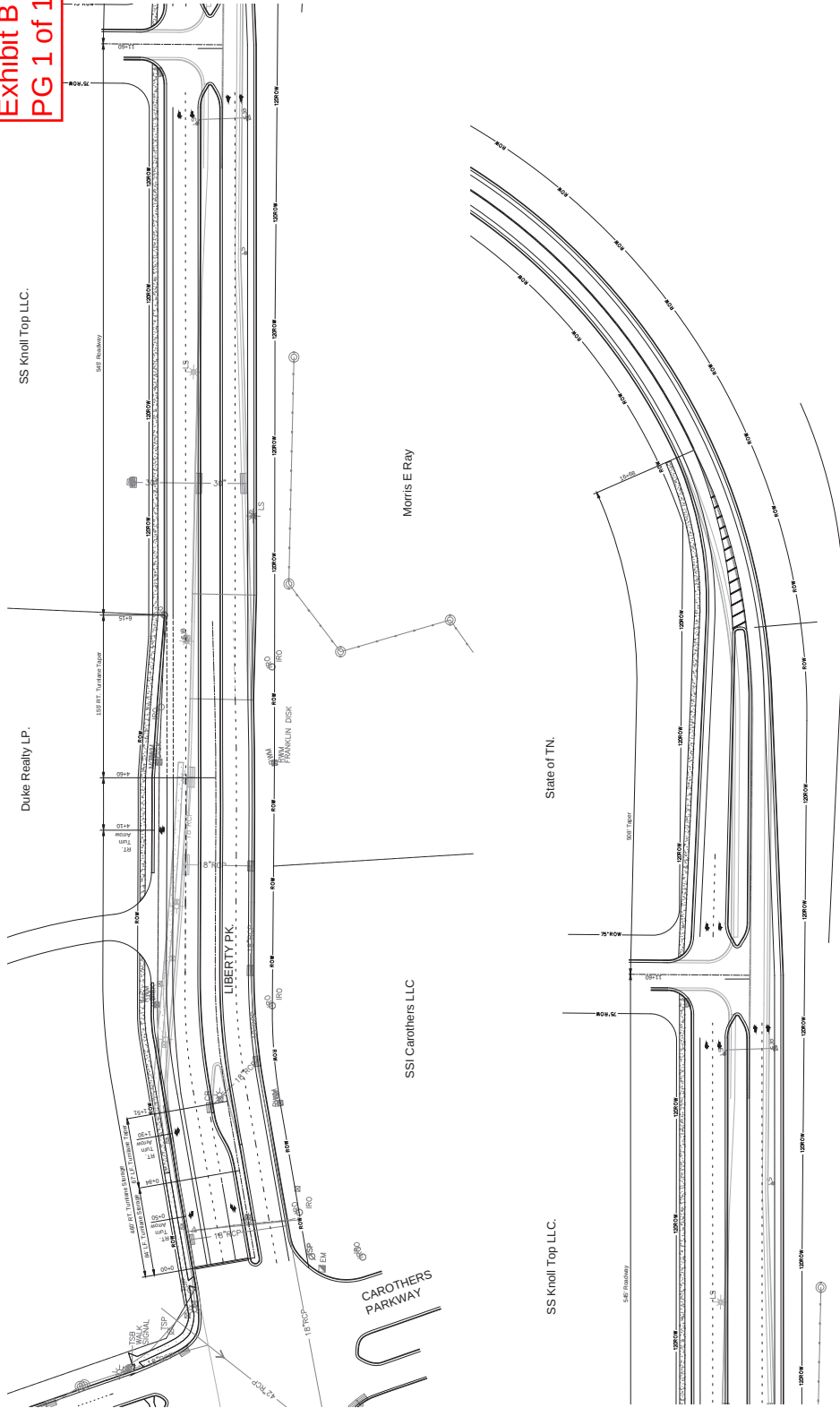
My Commission Expires: _____

Approved as to form by:

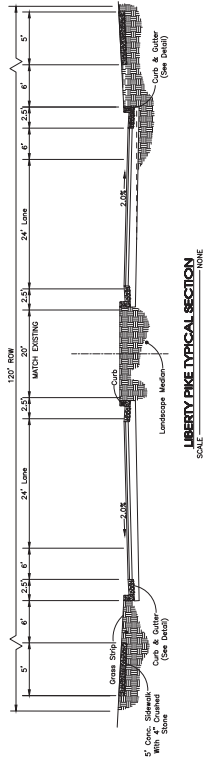
Shauna R. Billingsley, City Attorney



COF 2015-0418
Exhibit B
PG 1 of 1



Description	Estimated Cost
Engineering Design and Construction Management	\$240,000.00
ROW and Easements	\$350,444.16
Construction (Widening of Liberty Pike)	\$2,035,555.84
Subtotal	\$2,626,000.00
Contingency	\$224,000.00
Total Estimated Offset	\$2,850,000.00



1 of 1

SHEET:

JOB NO. 14432

SCALE: 1"=50'

DATE: 10-15-15

DRAWN BY: J. L. WILSON

CHECKED: J. L. WILSON

REVIEWED: J. L. WILSON

Concept Plan

LIBERTY PIKE
IMPROVEMENTS
Franklin, Tennessee

S.T.C. Inc.
ENGINEERING • SURVEYING • LAND PLANNING
660 N. HICKORY STREET, SUITE 100, FRANKLIN, TENNESSEE 37067
PHONE: (615) 890-7901 FAX: (615) 890-9567
E-MAIL: JBERG@STC-INC.COM
The site shown on these construction drawings is limited to certain specific engineering design criteria and objectives. It is the responsibility of the owner to ensure that the site is constructed in accordance with the construction plans. NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.T.C. INC.



See PG2

See PG1

Page 2 of 10

See PG 3





See PG 2

See PG 4

Ewingville Dr

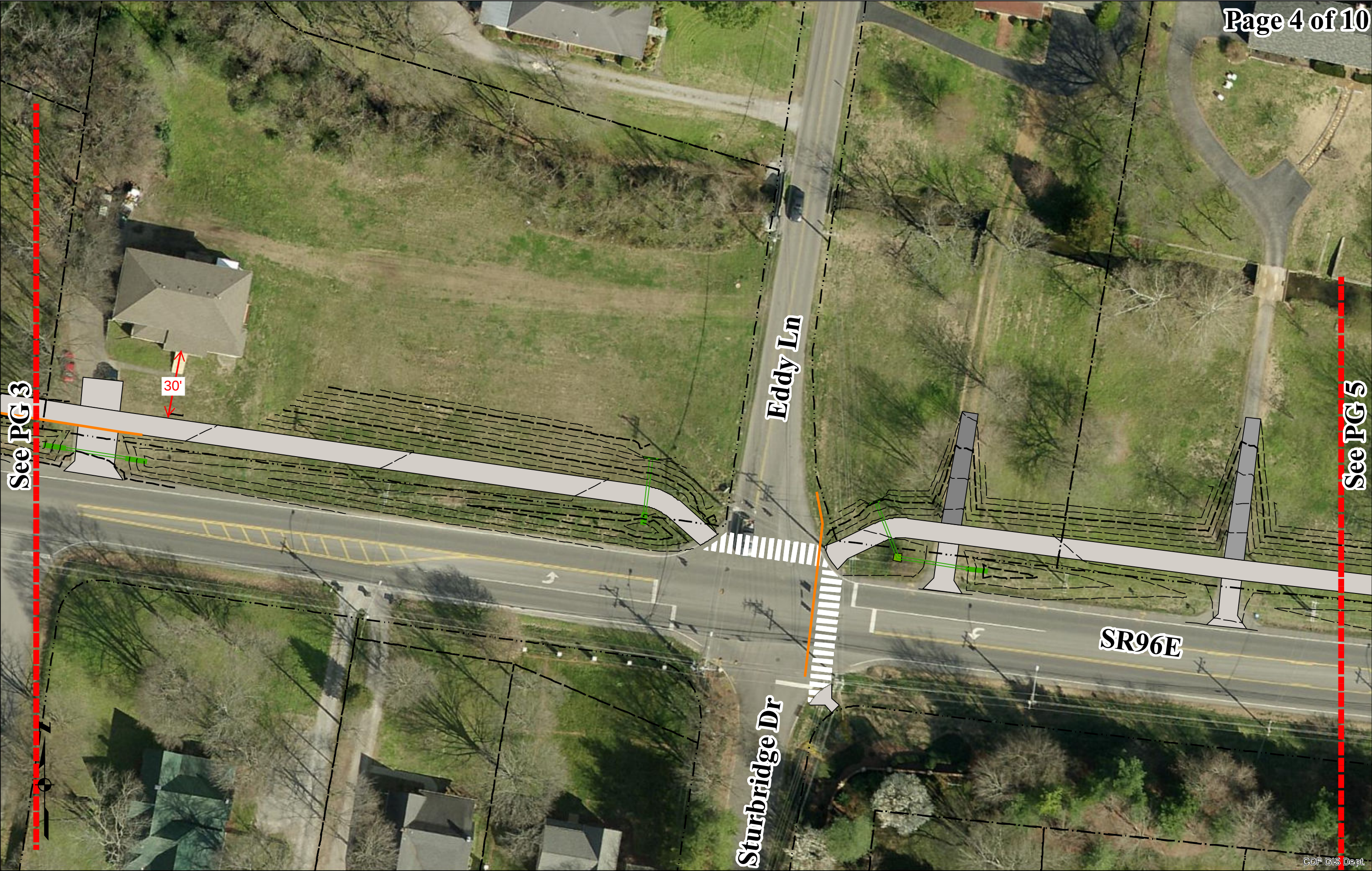
SR96E

Reset Existing
brick pavers

64'

60'

52'



See PG 3

See PG 5

Eddy Ln

Sturbridge Dr

SR96E

30'



See PG 4

See PG 6

SR96E

Yorktown Dr



See PG 5

See PG 7

SR96E

Watercress Dr



See PG 6

See PG 8

SR96E

Ralston Ln



See PG 7

See PG 9

SR96E





See PG 8

See PG 10

Welsh Ln

SR96E

Protect Existing
Trees



LEASE AGREEMENT

FIELDSTONE PARK

This Lease Agreement, ("Agreement"), is entered into on this _____ day of _____, 2016 by and between the City of Franklin, Tennessee, ("City"), and Williamson County Government on behalf of its Parks and Recreation Department, ("Lessee").

WHEREAS, the City owns, operates, and maintains certain facilities for athletic contests and other public uses, which facilities are generally known as the Fieldstone Park, 1377 Hillsboro Rd. within the City's corporate limits, ("Softball Complex"); and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use the Fieldstone Park Softball Complex for softball league programs under the direction of the Williamson County Parks and Recreation Department.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City, the Softball Complex located in Fieldstone Park for the following adult softball athletic leagues: (Spring League: Sunday-Friday) and (Fall League: Monday – Friday, weekdays only).
2. **Term.** The term of this Agreement shall be for five (5) years from the date indicated above. In no event will the term of this Agreement exceed five (5) years.
3. **Use of Premises.** Lessee shall have the right to occupy and use the Softball Complex for the purposes of conducting Adult Softball League Programs. Lessee shall conduct adult softball league as follows:

Spring League: Lessee shall have the right to occupy the Softball Complex weekdays from Monday – Friday, and Sundays only. Saturdays shall be reserved for make-up games and end of the season tournaments only. Lessee shall notify the City in writing (may include by email if acceptable by the City) of any make-up/tournament (schedule) games played on Saturdays during the Spring Season. The City reserves the right to use the Softball Complex on Saturdays for private or City-sponsored events during the Spring League Season.

Fall League: Lessee shall have the right to occupy the Softball Complex weekdays from Monday – Friday only. Saturdays and Sundays shall be reserved for make-up games and end of the season tournaments only. Lessee shall notify the City in writing (may include by email if acceptable by the City) any make-up/tournament (schedule) games played on Saturdays or Sunday's during the Fall Season. The City reserves the right to use the Softball Complex on Saturdays and Sundays for private or City-sponsored events during the Fall Season.

The City reserves the right to use all or any part of the Softball Complex for private or City sponsored events (including week days) by providing Lessee thirty (30) days prior notice during the term of this Agreement.

Lessee shall use and occupy the Softball Complex in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws, rules, and regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the term of this Agreement. Lessee shall not do any act or suffer any act during the term of this Agreement, which will in any way deface, alter, or injure any part of the Premises, except normal wear and tear.

Lessee shall only use the Softball Complex to conduct adult softball leagues and season ending adult softball tournaments. Lessee shall not conduct additional tournaments or conduct outside special events on the property without permission from the City. The City shall be notified in writing for requests other than adult softball league play under the direction of the Williamson County Parks and Recreation Department. Additional fees may be applied to the Lessee for uses outside the scope of this lease agreement. Additional fees shall be at a rate as agreed upon by the parties.

During its use of the Softball Complex, Lessee shall **not** allow anyone including Lessee personnel to park County or personal vehicles within the four field softball complex near the existing facility as to leave the area free for emergency access only.

Lessee shall dispose of all trash from fields and dugouts into proper disposal containers prior to leaving the premises post game play. The City shall dispose of all waste materials offsite and empty containers from dugouts and surrounding areas.

4. **Schedules.** The Lessee shall submit, prior to spring and fall Softball League(s) starting, a copy of each leagues play schedule with a proposed light schedule for City Parks Athletic personnel. Changes to schedules for rainouts/make-ups shall be submitted by email to the Franklin Parks Department Athletic Crew Chief within 24-hours or as soon as schedules are developed by the Lessee.
5. **Equipment.** Lessee shall supply all of its own equipment. The City will not be responsible for supplying any equipment, nor for taking any other action, with respect to the construction or repair of the premises other than as provided herein.
6. **Assignment.** This Agreement may not be assigned by either party without the prior written permission of the non-assigning party.
7. **Rent.** Lessee will pay the City of Franklin Parks Department a total sum of Five Thousand Seven Hundred Nineteen Dollars and 00/100 (\$ 5,719.00) as rent for the 2016 season, and such amount shall include all utilities. Rent shall be payable in two equal installments: Two Thousand Eight Hundred Fifty Nine Dollars and 50/100 (\$2,859.50) on March 30, 2016 and on December 15, 2016. Rent for the 2017, 2018, 2019 and 2020 seasons shall be paid in the same manner, and shall be increased by 4%, compounded annually to be paid in two equal installments. A statistical report pertaining to the leagues held at Fieldstone Park shall be submitted by the Lessee, no later than the 30th of December each year, to the City of Franklin, of the past spring and fall leagues, in order to provide participant numbers of participants for benchmarking purposes.
8. **Vendors.** The Lessee shall prohibit vendors from providing any goods during the Lessee's use of the Softball Complex and athletic fields, unless Lessee obtains prior permission from the City.
9. **Repair of Damage.** The City is responsible for field preparation, which shall include proper installation of the infield bases; use of a proper clay mix for the infields which shall be kept free of ruts and other hazards, and maintain proper grading of the outfields which shall include removal of rocks and holes and the elimination of other hazards. Additionally, the City is responsible for construction and repair of the Softball Complex. Lessee agrees to notify the City of any damages to the Softball Complex which occur during the term of this Agreement in which the Lessee is aware.
10. **Insurance.** To the degree as permissible under Tennessee Law, Lessee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or

arising out of or in connection with the use of the Softball Complex by Lessee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) Property damage coverage which shall cover the building against vandalism occurring during use by the Lessee and all equipment and contents. Insurance policy must be submitted annually and must show the City of Franklin as the certificate holder for the duration of the Lease. All insurance policies must be submitted to the Franklin City Parks Department prior to the beginning of the season and will remain on file on an annual basis. Nothing herein shall obligate the Lessee to accept any liability beyond that which is provided under the Governmental Tort Liability Act.

11. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
12. **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address listed below; such notice shall take effect at the completion of the current season (Spring or Fall) post season tournament play.
13. **Background Checks.** Lessee shall be responsible for conducting all background checks for any personnel, umpires, or coaches they deem necessary for softball programming.
14. Notice.

ADDRESS: **CITY:**
City of Franklin
P.O. Box 305
Franklin, Tennessee 37065-0305
Attn: Lisa R. Clayton, Parks Director
LisaC@franklintn.gov

ADDRESS: **LESSEE:**
Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

Williamson County Parks and Recreation
1120 Hillsboro Road
Franklin, Tennessee 37064
Attn: Gordon Hampton, Director
GordonH@williamson-tn.org

Either party may, by written notice to the other, change the address to which subsequent notice shall be directed.

15. **Assumption of Liability.** Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.
16. **Governing Law.** The validity, construction, and effect of this Lease and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.

17. **Venue.** Any action between the parties arising from this agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.
18. **Tennessee Open Records Act.** Both Parties are subject to the Tennessee Open Records Act. This may require the Parties to give requested documents to members of the public or press including, but not limited to, a copy of this Lease. Compliance by Parties with the Open Records Act shall not be a breach of the Lease.
19. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
20. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.
21. **Accident Report Form.** Lessee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Lessee's use of the Softball Complex with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the Franklin City Parks Department no later than 24 hours of accident.
22. **Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

LAST ITEM ON PAGE
AFFIDAVITS AND SIGNATURE PAGE FOLLOWS

WILLIAMSON COUNTY:

County Mayor

**RECOMMENDED:
Department Head**

Department: Parks and Recreation

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Williamson County Attorney

**FILED IN THE OFFICE OF THE
WILLIAMSON COUNTY MAYOR:**

Date: _____

CITY OF FRANKLIN:

Title:

APPROVED AS TO FORM AND LEGALITY:

City of Franklin Attorney

H:\Williamson County\Agreements\Parks and Rec\Fieldstone Park-Softball
Complex\2015\2015.10.22 City of Franklin Fieldstone Park Lease Agt (K#15-312).docx

Parkland Dedication Ordinance – Follow-up

Discussion Topics

- Purpose of a Parkland Dedication Ordinance
- Shortcomings of Existing Parkland Dedication Ordinance
- Existing City of Franklin Parkland vs. National Average
- Resources Available for Parkland Acquisition and Improvement
- Earlier Concerns Raised by Aldermen and Staff Recommendations
- Next Step...Guidance to Proceed with Drafting Revised Ordinance

Shortcomings of Existing Parkland Dedication Ordinance

- Based solely on land value and does not take into account park development/improvement costs.
- Fails to establish a measureable framework that ensures new development only contributes its proportionate share to maintain the existing public parkland to resident ratio.
- Does not offer an incentive for developers to include parks, multi-use trails, and other amenities into their developments.
- Fails to provide a “nexus” between new development and the location of newly developed or expanded public parks and multi-use trails when fees-in-lieu are received.
- Does not define different types of parks and associated improvements/amenities.

Purpose of Parkland Dedication Ordinance

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

Existing City of Franklin Parkland vs. National Average

- National Average 6 acres per 1000 residents
- All City of Franklin Parkland ~ 8.64 acres per 1000 residents
(including reclaimed battlefields)
- City of Franklin
Existing Recreational Parkland ~ 4.73 acres per 1000 residents

Resources Available for Parkland Acquisition and Improvements

- Hotel – Motel Tax
- Property Tax
- Facilities Tax (Also used for Solid Waste, Police, and Fire Capital Improvements and Expenditures)
- Grants
- Parkland Dedication
- Donations – Friends of Franklin Parks

Earlier Concerns Raised by Aldermen and Staff Recommendations

- Determination of Land Value
 - ✓ *Staff Recommendation: \$ 53,000 per acre and updated every five (5) years concurrently with County Assessors reappraisal of property.*
- Condition of not being able to use Fees-in-Lieu for Community Parks
 - ✓ *Staff Recommendation: Allow 25%* of Parkland Obligation (fees-in-lieu) to be used for Community Parks. Community Parks may include similar amenities as a Neighborhood Park.*
- Timing regarding the use (spending) of fees-in-lieu. i.e. 5 years
 - ✓ *Staff Recommendation: Remove requirement but provide language that assures an annual report is presented to the Board of Mayor and Aldermen annually of funds received and list of capital park and multi-use trail projects planned and completed.*

Earlier Concerns Raised by Aldermen and Staff Recommendations

- Use of Floodplain as Parkland and Multi-Use Trails (part of the City trail network)
 - ✓ Multi-Use trails located with the floodplain and that are part of the City trail network would be allowed up to a 75%* credit of the total Parkland Obligation. Improved parks located in the floodplain would be eligible for a credit up to 50%* of the total Parkland Obligation. The maximum credit for parkland and improvements, combined, shall not exceed 75%*. 25%* of the Parkland Obligation shall be dedicated for the acquisition and improvement of Community type parks, city-wide.
- Credit for Parkland and Multi-Use Trails that are owned and maintained by Homeowners Associations but available to the general public.
 - ✓ Staff Recommendation: Allow up to a 75%* credit of the total Parkland Obligation to the developer who provides improved parkland and multi-use trails that are part of the City trail network. Improved Parkland equal to or greater than five (5) acres may be owned and maintained by the City. The maximum credit parkland and improvements combined shall be 75%*. 25%* of the Parkland Obligation shall be used for Community type parks, city-wide.

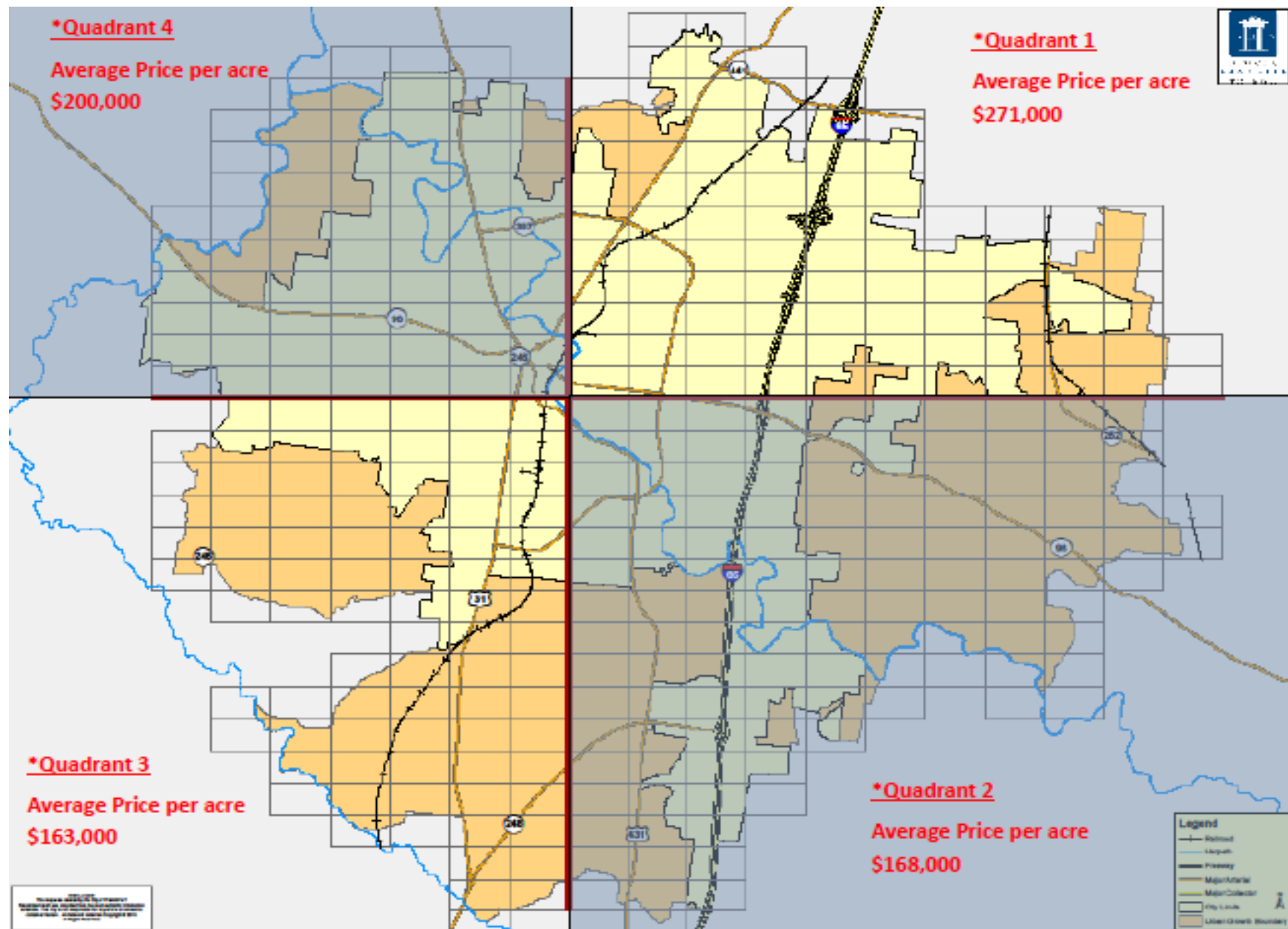


Earlier Concerns Raised by Aldermen and Staff Recommendations

- Credit for “private recreational amenities” that serve the residents of the neighborhood that are owned and maintained by the Homeowners Association.
 - ✓ Staff Recommendation: Allow up to a 50%* credit of the total Parkland Obligation when an approved “private recreational amenity” is provided. The maximum credit for parkland and improvements combined shall be 75%*. 25%* of the Parkland Obligation shall be dedicated for the acquisition and improvement of Community type parks, city-wide. used for Community type parks, city-wide.
 - Example of a “private recreational amenity” - Swimming Pool.
 - Smaller “Pocket” Neighborhood-Type Parks would qualify for the credit.*
- Consideration and establishment of Park Land Bank.
 - ✓ Staff Recommendation: Provide a provision, on a case by case basis, for the Board of Mayor and Alderman to enter into a Park Land Bank agreement with developers and/or private property owners for the purpose of receiving property for future Community and Neighborhood Parks greater than five (5) acres in size.

PROPERTY ANALYSIS - SUMMARY BY CLASS for IMPROVED or UNIMPROVED PARCELS

	INSIDE CITY LIMITS				UGB ONLY				TOTAL			
	# OF PARCELS	CALC ACRES	LAND MARKET VALUE	\$ per CALC ACRE	# OF PARCELS	CALC ACRES	LAND MARKET VALUE	\$ per CALC ACRE	# OF PARCELS	CALC ACRES	LAND MARKET VALUE	\$ per CALC ACRE
RESIDENTIAL	21,836	7,137	\$1,607,001,000	\$225,174	4,070	7,471	\$423,257,500	\$56,654	25,906	14,608	\$2,030,258,500	\$138,986
WITHOUT IMPROVEMENTS	1,021	840	\$106,519,700	\$126,775	292	739	\$34,282,700	\$46,388	1,313	1,579	\$140,802,400	\$89,157
WITH IMPROVEMENTS	20,815	6,296	\$1,500,481,300	\$238,305	3,778	6,732	\$388,974,800	\$57,781	24,593	13,028	\$1,889,456,100	\$145,026
FARM	108	6,514	\$197,490,700	\$30,319	248	13,202	\$234,190,100	\$17,739	356	19,716	\$431,680,800	\$21,895
WITHOUT IMPROVEMENTS	64	3,297	\$110,872,600	\$33,633	64	2,934	\$57,957,400	\$19,752	128	6,231	\$168,830,000	\$27,096
WITH IMPROVEMENTS	44	3,217	\$86,618,100	\$26,924	184	10,268	\$176,232,700	\$17,164	228	13,485	\$262,850,800	\$19,492
SUBTOTAL - NON COMMERCIAL	21,944	13,650	\$1,804,491,700	\$132,193	4,318	20,673	\$657,447,600	\$31,802	26,262	34,323	\$2,461,939,300	\$71,728
WITHOUT IMPROVEMENTS	1,085	4,137	\$217,392,300	\$52,551	356	3,673	\$92,240,100	\$25,111	1,441	7,810	\$309,632,400	\$39,645
WITH IMPROVEMENTS	20,859	9,514	\$1,587,099,400	\$166,823	3,962	17,000	\$565,207,500	\$33,248	24,821	26,513	\$2,152,306,900	\$81,178
COMMERCIAL	1,790	4,782	\$1,491,700,368	\$311,943	30	357	\$8,684,600	\$24,323	1,820	5,139	\$1,500,384,968	\$291,959
WITHOUT IMPROVEMENTS	212	1,197	\$276,879,200	\$231,238	11	261	\$3,760,900	\$14,384	223	1,459	\$280,640,100	\$192,372
WITH IMPROVEMENTS	1,578	3,585	\$1,214,821,168	\$338,901	19	96	\$4,923,700	\$51,503	1,597	3,680	\$1,219,744,868	\$331,436
TOTAL TAXABLE PARCELS	23,734	18,432	\$3,296,192,068	\$178,826	4,348	21,030	\$666,132,200	\$31,675	28,082	39,462	\$3,962,324,268	\$100,407
WITHOUT IMPROVEMENTS	1,297	5,334	\$494,271,500	\$92,661	367	3,935	\$96,001,000	\$24,398	1,664	9,269	\$590,272,500	\$63,683
WITH IMPROVEMENTS	22,437	13,098	\$2,801,920,568	\$213,915	3,981	17,095	\$570,131,200	\$33,350	26,418	30,194	\$3,372,051,768	\$111,681



- 1 Vandalia Cottages
- 2 Resource PUD
- 3 Amelia Park
- 4 Artessa
- 5 Ralston Row
- 6 Fountains of Franklin
- 7 Morning Point
- 8 Tap Root
- 9 Rucker Park
- 10 Blossom Park
- 11 Somerby Watson Glen
- 12 Nichol Mill lofts

