



Meeting Agenda

Work Session

Tuesday, January 23, 2024

5:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Discussion Of COF Contract No. 2023-0334, With Middle Tennessee State University For Professional Services Agreement For Toussaint L'Ouverture Cemetery

Sponsors: Lisa Clayton, Heather Eusebio, Emily Huffer

2. *Consideration Of Resolution 2024-01, A Resolution To Approve Language On Plaque For Statue Honoring James "Jimmy" Gentry

Sponsors: Alderman Brandy Blanton, Milissa Reiersen, Monique McCullough

3. *Consideration Of Amendment 9 To COF Contract No. 2011-0129, With TDOT To Increase Construction Cost To \$738,920 And Extend Contract Completion Date To April 30, 2025, For The ITS Infrastructure Expansion

Sponsors: Paul Holzen, Adam Moser

4. *Consideration Of Amendment 2 To COF Contract No. 2017-0034, A Local Agency Project Agreement With The Tennessee Department Of Transportation For [East] McEwen Drive [Phase 4], From East Of Cool Springs Boulevard/Oxford Glen Drive To SR-252 (Wilson Pike) (TDOT PIN 125418.00) To Extend The Project Completion Deadline And To Revise Exhibit A

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

5. Consideration Of Ordinance 2024-01, An Ordinance To Amend The City Of Franklin Municipal Code, Title 15; Chapter 6, Section 15-615, Title 15; Chapter 7, Section 15-704 And Appendix A; Chapter 15 To Prohibit Overnight Parking In City Garages

Sponsors: Shauna Billingsley

6. Discussion Of Williamson County Growth Plan Update Ratification Process

Sponsors: Shauna Billingsley, Emily Wright, Kelly Dannenfelser, Andrew Orr

7. Consideration Of Amendment 1 To COF Contract No. 2023-0049, With Trihedral For Updated Programming Support For VTSCADA For Water Department Operations

Sponsors: Michelle Hatcher

8. Consideration Of Procurement Award To Universal Collection Systems, Inc. Of Memphis, Tennessee In The Total Estimated Annual Amount Of \$26,437.20 For Debt Collection Services For City Revenue Management And The Office Of The City Court Clerk (Purchasing Office Procurement Solicitation No. 2024-001; Contract No. 2024-0005)

Sponsors: Jessica Davey

9. Presentation On Road Impact Fee Study And Discussion Concerning DRAFT Ordinance 2023-41, An Ordinance To Amend Chapter 4 Of Title 16 Of The Franklin Municipal Code, Concerning Road Impact Fees

Sponsors: Vernon Gerth, Paul Holzen

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



File #: 21-05340

DATE: October 4, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist
Emily Huffer, Preservation Planner

SUBJECT:

Discussion Of COF Contract No. 2023-0334, With Middle Tennessee State University For Professional Services Agreement For Toussaint L'Ouverture Cemetery

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Professional Services Agreement for the survey, historical overview, road and pedestrian issues, cemetery fixtures and furnishings, landscape maintenance and preservation planning and security concerns.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Planning Department was awarded a preservation grant for Toussaint L'Ouverture Cemetery on September 5, 2023 at a 60% Federal Grant match for a total of \$40,000.00. The City will be using Middle Tennessee State University for the Design Services of this project.

FINANCIAL IMPACT:

The consultant shall be paid on a monthly basis for work performed in the Not To Exceed Amount of Forty Thousand and 00/100 Dollars (\$40,000.00) at a 40% City 60% Federal Grant match.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2023-0334.



File #: 21-05872

DATE: December 20, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Alderman Brandy Blanton
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

*Consideration Of Resolution 2024-01, A Resolution To Approve Language On Plaque For Statue Honoring James "Jimmy" Gentry

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the plaque that will be included in the statue honoring Jimmy Gentry in downtown Franklin.

BACKGROUND/STAFF COMMENTS:

In July 2022, the Board of Mayor and Aldermen approved Resolution 2022-56, a resolution supporting a statue, bench, and plaque in tribute to Jimmy Gentry. Mr. Gentry was a prominent educator and coach within the Williamson County and Franklin community. His actions as a WWII Veteran, educator, and coach made a deep and lasting impact on the lives of many people over decades. Coach Gentry helped develop and enrich the lives of children and adults throughout the community and has a lasting legacy. The Leadership Franklin Class of 2020 is working to honor Jimmy Gentry by providing a bench, statue, and plaque to commemorate his life.

While Resolution 2022-56 approved the statue and its placement in downtown Franklin, the language for the plaque was referred back to the Franklin Public Arts Commission and still needs to be approved by BOMA.

The project is now called "Coach Jimmy Gentry and the Lost Heroes Memorial."

The plaque will read:

"This statue is in the likeness of Franklin, Tenn. native and World War II U.S. Army Veteran Jimmy Gentry as he reflects on the rock wall and the memories of waiting there for the bus that would take him and many others off to war to fight for our country. These empty seats are in honor of all the heroes who fought for our nation, many of whom never returned."

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

The Franklin Public Arts Commission voted to recommend that the Board of Mayor and Aldermen approve the plaque language for the statue honoring Jimmy Gentry as presented in Resolution 2024-01.

RESOLUTION 2024-01

A Resolution Approving the Language on Plaque for Statue Honoring James “Jimmy” Gentry

WHEREAS, on July 12, 2022, the Leadership Franklin Class of 2020 approached the City with a plan to honor the late Jimmy Gentry with a statue to be located in Downtown Franklin; and

WHEREAS, the Board of Mayor and Aldermen approved the statue with Resolution 2022-56 on August 11, 2022; and

WHEREAS, Resolution 2022-56 required the language on the plaque for the statute to first be reviewed by the Franklin Public Arts Commission for recommendation to BOMA for final approval; and

WHEREAS, on July 25, 2023, the Franklin Public Arts Commission reviewed the language quoted below and is recommending its approval.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the following language is approved for the plaque on the statue honoring Jimmy Gentry:

This statue is in the likeness of Franklin, Tenn. native and World War II U.S. Army Veteran Jimmy Gentry as he reflects on the rock wall and the memories of waiting there for the bus that would take him and many others off to war to fight for our country.

These empty seats are in honor of all the heroes who fought for our nation, many of whom never returned.

It is so **RESOLVED** and done on this ____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
J. Blake Harper, Staff Attorney

RESOLUTION 2022-56
As Amended

**A RESOLUTION IN SUPPORT OF A STATUE, BENCH AND PLAQUE IN TRIBUTE TO
THE LATE JAMES "JIMMY" GENTRY**

WHEREAS, James "Jimmy" Gentry, known as "Coach" to many, was a lifelong Williamson County and Franklin resident who heroically served in WWII with the 42nd Rainbow Unit and survived the Battle of the Bulge, afterward helping to liberate Dachau Concentration Camp. At the conclusion of his service to his country, he returned home to serve the Williamson County and Franklin community as an educator, coach, and mentor;

WHEREAS, throughout his time as an educator, coach, and mentor at Franklin High School, Brentwood Academy, and Battle Ground Academy, he spent decades in the classroom and on the football field helping children of all ages develop and grow into thoughtful, caring, and productive members of the community and has been paramount to the success and happiness in the lives of many Franklin residents;

WHEREAS, even upon his retirement as an educator, he continued to mentor, coach, and teach children and young adults by offering day camps and field trips to his local farm where everyone could enjoy nature and learn about the beauty of life;

WHEREAS, Jimmy Gentry was and continues to be a positive role model for those within the Williamson County and Franklin community and his life's work as an educator, coach, and mentor has positivity impacted so many people within the community;

WHEREAS, Leadership Franklin Class of 2020 approached the City with a plan to honor the late Jimmy Gentry and provided the language for a plaque and the design and placement of a bench and statue of Coach Jimmy Gentry, which is to be situated on the sidewalk located along 5th Ave South against the rock wall surrounding Historic Franklin Presbyterian Church;

WHEREAS, in July of 2022, the Board of Mayor and Alderman was asked to support the placement of a plaque and bench with a statute of Coach Jimmy Gentry resting on the bench in the downtown area of Franklin;

WHEREAS, Leadership Franklin Class of 2020 will raise the funds necessary to pay for the design, construction, and installation of a plaque, bench, and statute of Jimmy Gentry; and

WHEREAS, the Board of Mayor and Alderman supports the placement of a plaque, bench, and statute of Coach Jimmy Gentry understanding that Jimmy Gentry was a lifelong Franklin resident who deserves this honor because of the positive role he played in the lives of so many in the community.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF FRANKLIN, TENNESSEE THAT WE FULLY SUPPORT AND APPROVE IN TRIBUTE TO JAMES "JIMMY" GENTRY THE FOLLOWING EFFORTS:

1) Placement of a Plaque, Bench, and Statue honoring Coach Gentry:

- a. The placement of the bench and statue of Jimmy Gentry residing on said bench shall be as shown in Exhibit A, attached hereto.
- b. The placement of the plaque shall be located adjacent to the bench and statue of Jimmy Gentry. The language of the plaque shall be presented to the Franklin Public Art Commission for recommendation and to BOMA for approval.
- c. The funding necessary to pay for the construction and purchase of the plaque, bench, and statue of Jimmy Gentry will be borne solely by Leadership Franklin Class of 2020 and their Partners.

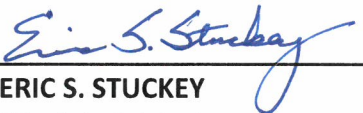
2) Installation and Maintenance of the plaque, bench, and statue:

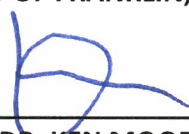
- a. Once the plaque, bench, and statue of Jimmy Gentry are installed by Leadership Franklin Class of 2020, the City of Franklin shall maintain the plaque, bench, and statue of Jimmy Gentry for the lifetime of each.
- b. Once purchased and installed by Leadership Franklin Class of 2020 and their partners, the plaque, bench, and statue of Jimmy Gentry will become the sole property of the City of Franklin.

Adopted this 9th day of AUGUST, 2022.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: 
ERIC S. STUCKEY
City Administrator

By: 
DR. KEN MOORE
Mayor

Approved as to Form:

By: 
Shauna R. Billingsley
City Attorney

Resolution 2022-56 – Exhibit A



Plaque next to bench to read:

“This statue is in the likeness of Franklin, Tennessee Native and World War II U.S. Army Veteran Jimmy Gentry as he reflects on the rock wall and memories of waiting there for the bus that would take him and many others off to war to fight for our country – many of whom would never return.”



City of Franklin

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

File #: 21-05868

DATE: December 19, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

*Consideration Of Amendment 9 To COF Contract No. 2011-0129, With TDOT To Increase Construction Cost To \$738,920 And Extend Contract Completion Date To April 30, 2025, For The ITS Infrastructure Expansion

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment #9 to COF Contract 2011-0129, Franklin ITS Infrastructure Expansion, Various Corridors Citywide.

BACKGROUND/STAFF COMMENTS:

This project includes expansion of traffic cameras, fiber optic cable communications, traffic signal controllers and various traffic devices through a STBG grant. The grant is an 80% Federal and 20% Local match grant for the Intelligent Transportation System (ITS) expansion. This amendment (Amendment #9) increases the construction cost to \$738,920.00 and extends the contract deadline to April 30, 2025. The construction cost has increased due to increases in pay item costs as well as the addition of traffic signal controllers which were originally under a CRRSAA (COVID-19) grant that was rescinded by the federal government via the Fiscal Responsibility Act of 2023. The design plans are 100% complete, awaiting the execution of this amendment and Notice To Proceed to construction from TDOT Local Programs office.

FINANCIAL IMPACT:

Cost of the project is an 80/20 STBG grant in which the City will be responsible for the local match of \$189,933.00. The City match is available within the approved FY24 Budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 9 to COF Contract 2011-0129.

Amendment Number: 9

Agreement Number: 110291 (COF Contract No. 2011-0129)

Project Identification Number: 116144.00

Federal Project Number: STP-M-9305(26)

State Project Number: 94LPLM-F3-039

THIS AGREEMENT AMENDMENT is made and entered into this 16th day of January, 20 24 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Various Corridors in Franklin (ITS Infrastructure Expansion)"

1. The language of Agreement # 110291 dated December 14, 2022 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 9.
2. The language of Agreement # 110291 dated December 14, 2022 Section B. 2 a) is hereby deleted in its entirety.
3. The following is added as B. 2 a) .

B. 2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **April 30, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature: 
Ken Moore (Jan 12, 2024 12:58 CST)
Email: ken.moore@franklintn.gov

By

Signature: 
Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature: 
Email: blake.harper@franklintn.gov

By

Signature: 
Email: TDOT.Legal.Attorneys@tn.gov

Signature: 
Email: Daniel.Pallme@tn.gov

EXHIBIT "A" for AMENDMENT 9

Agreement #: 110291

Project Identification #: 116144.00

Federal Project #: STP-M-9305(26)

State Project #: 94LPLM-F3-039

Project Description: Various Corridors in Franklin (ITS Infrastructure Expansion) - Expansion of the City of Franklin's current ITS infrastructure network capabilities into areas with extensive congestion to include CCTV, DMS, Weather Communication, and connect to TDOT & Brentwood systems.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Intelligent Transportation System

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	LOCAL	0	0	100	\$8,944.31
PE-DESIGN	U-STBG	80	0	20	\$151,046.08
CONSTRUCTION	U-STBG	80	0	20	\$738,920.00
CEI	U-STBG	80	0	20	\$73,892.00
TDOT ES	U-STBG	80	0	20	\$7,389.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



File #: 21-05901

DATE: January 8, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

*Consideration Of Amendment 2 To COF Contract No. 2017-0034, A Local Agency Project Agreement With The Tennessee Department Of Transportation For [East] McEwen Drive [Phase 4], From East Of Cool Springs Boulevard/Oxford Glen Drive To SR-252 (Wilson Pike) (TDOT PIN 125418.00) To Extend The Project Completion Deadline And To Revise Exhibit A

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 2 to Tennessee Department of Transportation (TDOT) Local Agency Project Agreement (LAPA) No. 170010 (COF Contract No. 2017-0034) for the East McEwen Drive Phase 4 Improvements Project (PIN 125418.00).

BACKGROUND/STAFF COMMENTS:

On March 14, 2017, the BOMA approved COF Contract No. 2017-0034, which is a Local Agency Project Agreement (LAPA) with TDOT to allow the City to locally manage the East McEwen Drive Phase 4 Improvements Project (McEwen 4). The primary purposes of this agreement were to allow the City to locally manage this critical infrastructure project and to access \$10 million in Surface Transportation Block Grant (STBG) federal funds to help offset the local cost of construction for this project. However, the acceptance of these federal funds also obligated the City to follow all state and federal processes and regulations regarding the development of projects that utilize federal transportation dollars.

On January 25, 2022, the BOMA approved Amendment 1 to the LAPA (COF Contract No. 2017-0034), which allowed the City to access an additional \$12.4 million in federal STBG funds for the project and extended the overall project completion deadline by two (2) years to January 31, 2024.

Since the approval of Amendment 1, the acquisition of all necessary right-of-way and easements for the project is complete. The project team is currently working to complete all final details that are required to allow a Notice to Proceed with Construction to be issued by TDOT, which will allow the project to be let for construction bids. Some of these details include: environmental permits, utility

coordination certification by TDOT, CSXT railroad permits & certification by TDOT, final project manual & approval by TDOT.

During the creation of the Transportation Improvement Program (TIP) for fiscal years (FYs) 2023-2026, which is the latest, working TIP for the Nashville Area Metropolitan Planning Organization (MPO), an additional \$7.84 million in federal STBG funds was placed in reserve for this project to help account for rising costs.

To ensure the City continues to be able to access the currently available \$22.4 million in federal STBG funds allocated toward this project and any potential additional funding, another amendment is needed to extend the project completion deadline. Amendment 2 proposes to extend the project completion deadline for the project by 3.5 years to July 30, 2027. Also, as is common with amendments to a LAPA, this Amendment 2 also revises Exhibit "A" to match the current federal funding allocation and currently anticipated project expenses.

FINANCIAL IMPACT:

This Amendment does not result in direct expenses. However, in addition to extending the project completion deadline, the City is committing to cover the project expenses outside what are covered by the federal funds. Also, it is important to note that should the existing LAPA (COF Contract No. 2017-0034) be allowed to expire, it is *possible* that the currently allocated and reserved federal funding for this project could be reallocated to the next shovel-ready project in the Nashville Area Metropolitan Planning Organization (MPO) region. If this scenario was to occur, the project costs would then be funded entirely with local funds.

City staff continues to work closely with the staff at the Nashville Area MPO to identify the potential for any additional federal funding assistance that may become available for this project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 2 to COF Contract No. 2017-0034 with TDOT for the East McEwen Drive Phase 4 Improvements Project.

Amendment to Replace Exhibit A and Change Completion Date

Amendment Number: 2**Agreement Number: 170010****Project Identification Number: 125418.00****Federal Project Number: STP-M-9305(31)****State Project Number: 94LPLM-F3-096**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"McEwen Drive, From East of Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike)"

1. The language of Agreement # 170010 A1 dated February 11, 2022 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .
2. The language of Agreement # 170010 A1 dated February 11, 2022 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **July 30, 2027**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Rev. 1/26/21

Amendment to Replace Exhibit A and Change Completion Date

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: ken.moore@franklin.tn.gov

B

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: blake.harper@franklin.tn.gov

B

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

Signature:

Email: Daniel.Pallme@tn.gov

EXHIBIT "A" for AMENDMENT 2

Agreement #: 170010

Project Identification #: 125418.00

Federal Project #: STP-M-9305(31)

State Project #: 94LPLM-F3-096

Project Description: McEwen Drive, From East of Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike) - This project will improve East McEwen Drive from east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike). The project shall be constructed as a four-lane median divided facility with turn lanes as required. The project shall include access management, curb and gutter, street lights, ITS infrastructure and accommodations for pedestrians and bicycles.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Widen

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	LOCAL	0	0	100	\$125,018.00
PE-DESIGN	LOCAL	0	0	100	\$250,000.00
RIGHT-OF-WAY	LOCAL	0	0	100	\$3,500,000.00
CONSTRUCTION	LOCAL	0	0	100	\$15,051,054.00
CONSTRUCTION	STBG-U	80	0	20	\$32,562,509.00
CONSTRUCTION	CEI	80	0	20	\$4,761,356.00
CONSTRUCTION	TDOTES	80	0	20	\$476,135.00

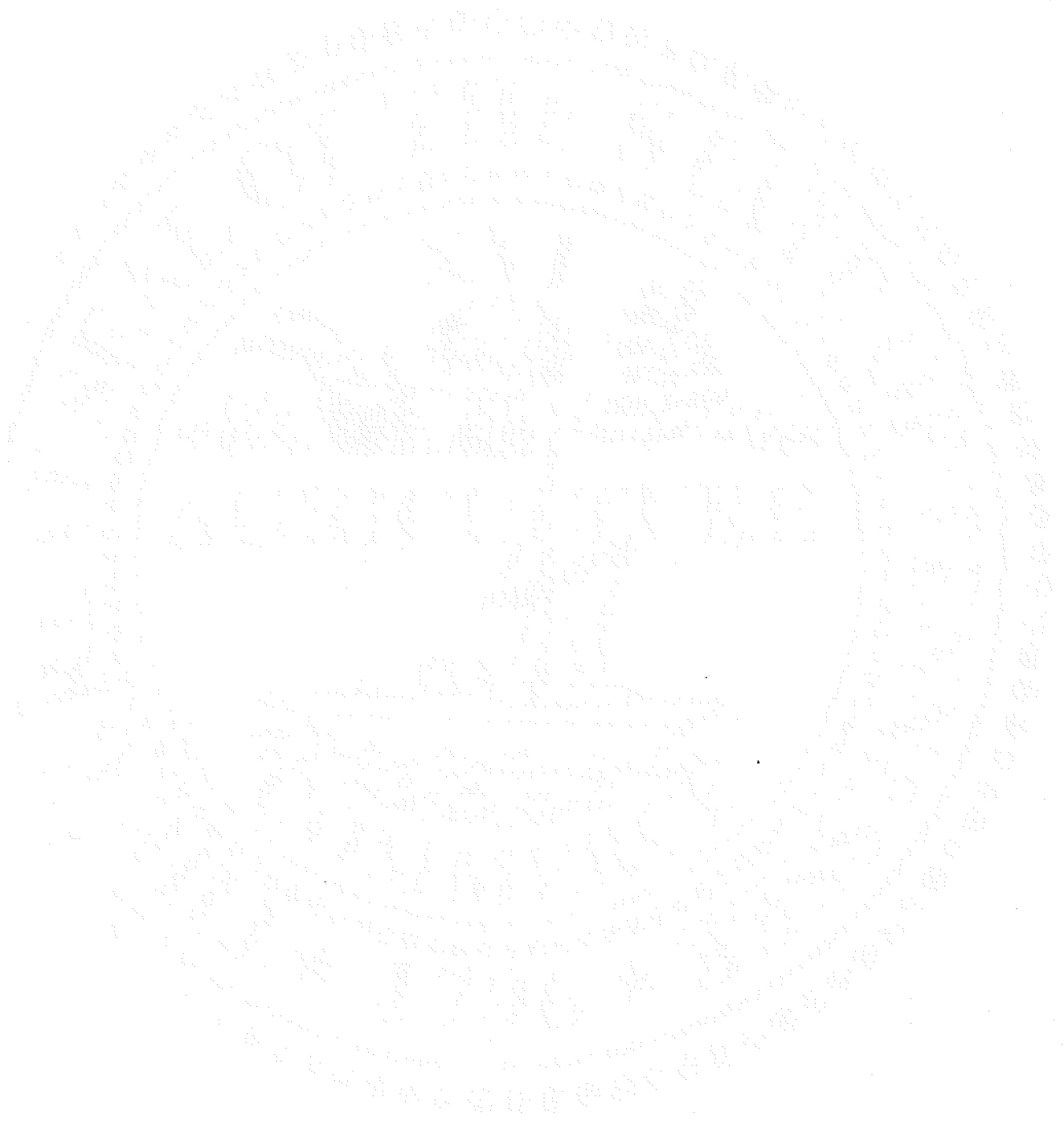
Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

Amendment TIP

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.





File #: 21-05919

DATE: January 9, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Ordinance 2024-01, An Ordinance To Amend The City Of Franklin Municipal Code, Title 15; Chapter 6, Section 15-615, Title 15; Chapter 7, Section 15-704 And Appendix A; Chapter 15 To Prohibit Overnight Parking In City Garages

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning amending the City of Franklin Municipal Code Title 15; Chapter 6, Section 15-615, Title 15; Chapter 7, Section 15-704, and Appendix A; Chapter 15 to Prohibit Overnight Parking in City Garages

BACKGROUND/STAFF COMMENTS:

It has come to the attention of the City that members of the public are using the City's parking garages to leave vehicles overnight and even for days. The ordinance currently prohibits parking in city garages for more than 24 hours, but regulating that time frame and enforcing the ordinance as written is difficult. Staff believes that if the City intends to prohibit parking in the garage, an overnight prohibition is the best method.

FINANCIAL IMPACT:

The goal is no financial impact; however, there could be citation fees if vehicles are parked overnight.

RECOMMENDATION:

Board guidance regarding a change in the regulation of parking with City-owned garages is requested.

ORDINANCE 2024-01

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE, TITLE 15; CHAPTER 6, SECTION 15-615. TITLE 15; CHAPTER 7, SECTION 15-704 AND APPENDIX A; CHAPTER 15 TO PROHIBIT OVERNIGHT PARKING IN CITY GARAGES.

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards to the public parking garages within the City;

WHEREAS, it has come to the attention of the city that members of the public are using the city parking garages to leave vehicles overnight and even for days;

WHEREAS, the ordinance currently prohibits parking in city garages for more than 24 hours but regulating that time frame and enforcing the ordinance as written is difficult; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the city.

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

SECTION I. That Title 15, Chapter 6 Sec. 15-615(a) of the Franklin Municipal Code is hereby deleted in its entirety and restated as follows:

CHAPTER 6 – PARKING

Sec. 15-615. – Public parking lots/garages.

(a) On any public parking lot or garage which is owned, leased, or maintained by the City of Franklin, it shall be unlawful to leave any vehicle parked for longer than the times posted, to create a traffic hazard, or to obstruct the safe passage of vehicles or pedestrians. Except for City vehicles or vehicles with express permission from the City Administrator, no vehicle shall park overnight in a city garage, or the vehicle may be cited in an amount specified in Appendix A and/or impounded pursuant to chapter 7 of this title. Failure to follow posted rules in a public parking lot/garage owned, leased, or maintained by the City of Franklin shall also be unlawful.

SECTION II. That Title 15, Chapter 7 Sec. 15-704 of the Franklin Municipal Code is hereby deleted in its entirety and restated as follows:

CHAPTER 7 – ENFORCEMENT

Sec. 15-704. – Impoundment and disposition of certain vehicles.

Any motor vehicle parked upon any public street, alley, properly designated fire lane situated on either public or private land, city garage or sidewalk of the city, at a place, in a manner, or for a length of time prohibited by any provision of the Franklin Municipal Code is, if unattended, hereby

declared to be an obstruction in such way and a public nuisance. Any police officer of the city is hereby authorized to cause such vehicle to be removed and impounded in a place designated by the city for such purpose.

SECTION III. That Appendix A, Chapter 15 of the Franklin Municipal Code is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

Violations for: Cruising	Up to \$50.00 per violation/offense
Loitering	\$50.00 per violation
Overweight vehicles Operating a vehicle without proper safety restraints Parking in a handicap space without placard Overnight parking in garage Traffic citations Transporting hazardous materials or substances	Up to \$50.00 per violation/offense
Impoundment fee	\$25.00 plus \$6.00 per day each day
Parking citations	\$20.00 for the first offense, \$30.00 for the second offense and \$50.00 for the third and successive offenses within a 12-month period. Note: \$1.00 shall be added to each citation for the state litigation tax.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Sauna R. Billingsley
City Attorney

PASSED FIRST READING

PUBLIC HEARING:

PASSED SECOND READING:

PASSED THIRD READING:



File #: 21-05905

DATE: January 9, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Emily Wright, Director of Planning and Sustainability
Kelly Dannenfelser, Asst. Director of Planning
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Discussion Of Williamson County Growth Plan Update Ratification Process

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the ratification of the Williamson County Growth Plan Update.

BACKGROUND/STAFF COMMENTS:

On November 21, 2023, the Williamson County Growth Plan Coordinating Committee voted to recommend approval of the amended County Growth Plan. The Coordinating Committee held a total of five meetings since officially convening on June 13, 2023 and they also held two required public hearings.

No changes were made to the proposed Franklin Urban Growth Boundary (UGB). Most notably, however, the Coordinating Committee voted to remove a significant amount of territory proposed to be added to the Spring Hill and Thompson's Station UGBs. The amended Growth Plan still includes the addition of approximately 150 acres along West Harpeth Road to the Thompson's Station UGB that Franklin proposed for removal. It is anticipated that some of this territory would be developed into single-family residential uses and some of the acreage would be used for Thompson's Station's sewer treatment process.

Each jurisdiction in Williamson County is required to take action to ratify or reject the attached recommended Growth Plan no later than March 20, 2024. Failure to take such action within the deadline will result in the City of Franklin to have ratified the recommended Growth Plan.

There is also a desire to have all the Williamson County jurisdictions enter into a companion Interlocal Agreement that would guide how Williamson County and the municipalities within Williamson County implement and manage growth within their respective UGB's. It is anticipated that the Interlocal Agreement would be approved by the various jurisdictions along with the ratification of

the County Growth Plan.

The amended Growth Plan is included as an attachment and more information can be found at the County's project webpage: <https://www.williamsoncounty-tn.gov/2082/Growth-Plan-Update>.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

This is a discussion of the Williamson County Growth Plan.



WILLIAMSON COUNTY GOVERNMENT

MEMORANDUM

TO: Mayor Mark Gorman, City of Brentwood
Mayor Lisa Anderson, City of Fairview
Mayor Ken Moore, City of Franklin
Mayor Halie Gallik, Town of Nolensville
Mayor Brian Stover, Town of Thompson's Station
Mayor Jim Hagaman, City of Spring Hill

FROM: Rogers Anderson, Mayor-Williamson County
Growth Plan Coordinating Committee Chairman *RCA*

RE: Attachment- Recommended Revised Williamson County Growth Plan

DATE: January 3, 2024

Attached is the revised Williamson County Growth Plan and its accompanying map, revising the Urban Growth Boundaries, Planned Growth Areas and Rural Areas as recommended by the Williamson County Growth Plan Coordinating Committee on November 21, 2023.

Please be reminded that the legislative bodies of your respective jurisdictions are required to take action to ratify or reject this recommended Growth Plan no later than March 20, 2024. Failure to take such action within that deadline will result in your jurisdiction considered to have ratified the recommended Growth Plan. Please see Tennessee Code Annotated Sections 6-58-104(a)(4) and 6-58-104(d)(1).





WILLIAMSON COUNTY GROWTH PLAN

Adopted xx/xx/xxxx

ACKNOWLEDGEMENTS

COORDINATING COMMITTEE

Rogers C. Anderson, *Williamson County Mayor*
– Chair

Mark Gorman, *Brentwood Mayor*
– Vice Chair

Lisa Anderson, *Fairview Mayor*

Ken Moore, *Franklin Mayor*

Halie Gallik, *Nolensville Mayor*

Jim Hagaman, *Spring Hill Mayor*

Brian Stover, *Thompson's Station Mayor*

Judy Herbert, *County Mayor appointee*

Chas Morton, *County Mayor appointee*

Roger Lindsey, *Franklin Mayor appointee*

John Schroer, *Franklin Mayor appointee*

Robert Ring, *Soil Conservation District*

Eric Stuckey, *Franklin Water Department*
appointee

Erik Hale, *Middle Tennessee Electric*
appointee

Jason Golden, *Williamson County*
School District appointee

Kel McDowell, *Williamson Inc. appointee*

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Tom Daugherty, *City of Fairview*

Eric Stuckey, *City of Franklin*

Victor Lay, *Town of Nolensville*

Pam Caskie, *City of Spring Hill*

Ken McLawhon, *Town of Thompson's Station*

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Ethan Greer, *Town of Fairview*

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City of Franklin

Brent Shultz, *Town of Nolensville*

Pete Hughes, *City of Spring Hill*

Micah Wood, *AICP, Town of Thompson's Station*

Mike Matteson, *AICP, Williamson County*

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and *City of Spring Hill*

Sauna R. Billingsley, *City of Franklin*

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Jeffrey D. Moseley, *Williamson County*

Kristi D. Ransom, *Williamson County*

CONSULTANT/FACILITATOR

C. Gregory Dale, *FAICP, McBride Dale Clarion*

Kyle Gibbs, *McBride Dale Clarion*

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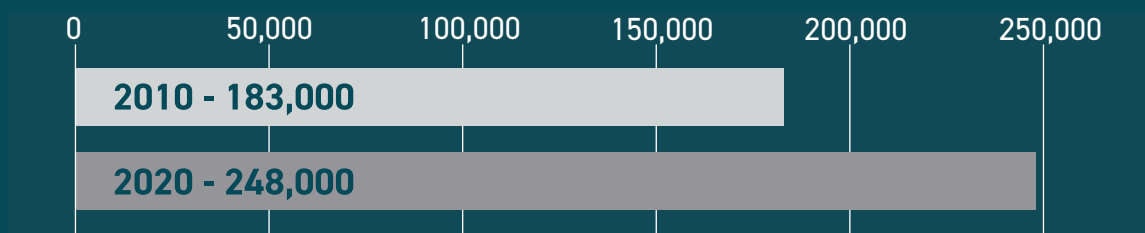
CHAPTER 01: BACKGROUND

INTRODUCTION

With a population increase of approximately 35% between 2010 and 2020 (according to the US Census) Williamson County ranks among the fastest growing counties in the State of Tennessee and the entire southeastern United States.

Additionally, population projections prepared by the University of Tennessee, Woods & Poole, and the Nashville Area MPO suggest that this rapid pace of growth will continue, and even accelerate, in future years.

FIGURE 1: WILLIAMSON COUNTY POPULATION GROWTH 2010-2020 (U.S. CENSUS BUREAU)



These population figures underscore the need for all of the jurisdictions within the County to plan collaboratively, so that future growth can be accommodated in a way that is:

- Fiscally responsible;
- Reflective of the current and future provision of infrastructure; and
- Consistent with community values.

To that end, each of the seven jurisdictions within Williamson County (Brentwood, Fairview, Franklin, Nolensville, Spring Hill, Thompson's Station and Williamson County), and the Growth Plan Coordinating Committee, are proposing this amendment to the Williamson County Growth Plan (Growth Plan), originally adopted in April of 2001 pursuant to Tennessee Code Annotated Section 6-58-101, et seq.

EXISTING GROWTH PLAN

The Williamson County Growth Plan, which was adopted in 2001, depicts the following:

Urban Growth Boundaries (UGB's) – These are areas outside of and surrounding the incorporated boundaries of the municipalities that are projected to accommodate future growth and which are envisioned as becoming part of the municipality in the future;

Rural Areas – These are areas in the unincorporated County and outside of UGB's that are intended to remain rural in nature; and

Planned Growth Areas (PGA's) – These are areas in the unincorporated County and outside of UGB's where a higher level of growth is anticipated than in the surrounding Rural Areas.

THE NEED TO UPDATE THE GROWTH PLAN

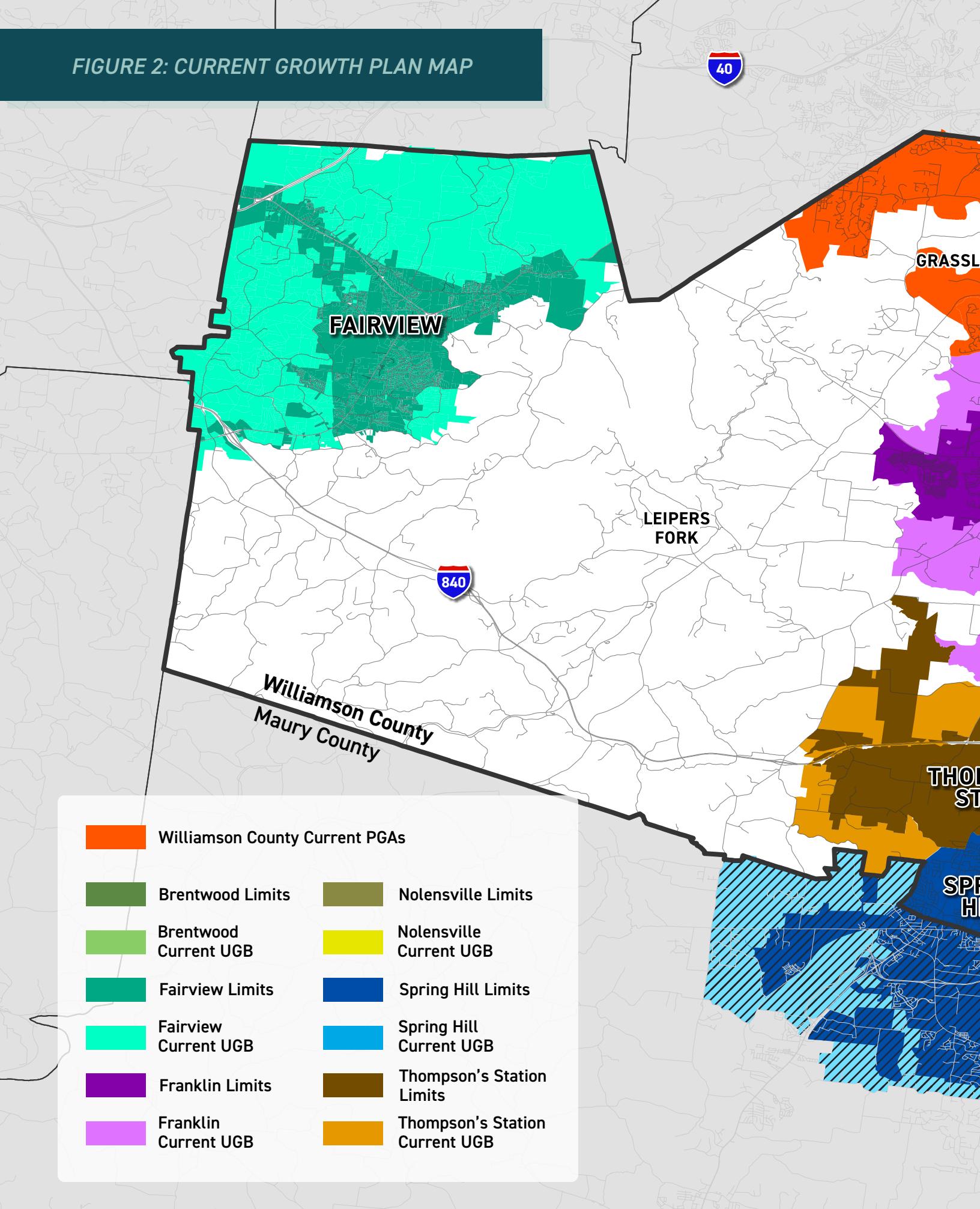
As mentioned previously, the existing Williamson County Growth Plan was adopted in 2001 and has not been updated since that time. In the intervening years, the County has experienced significant population and employment growth, and in the case of several of the jurisdictions, land use policies have continued to evolve.

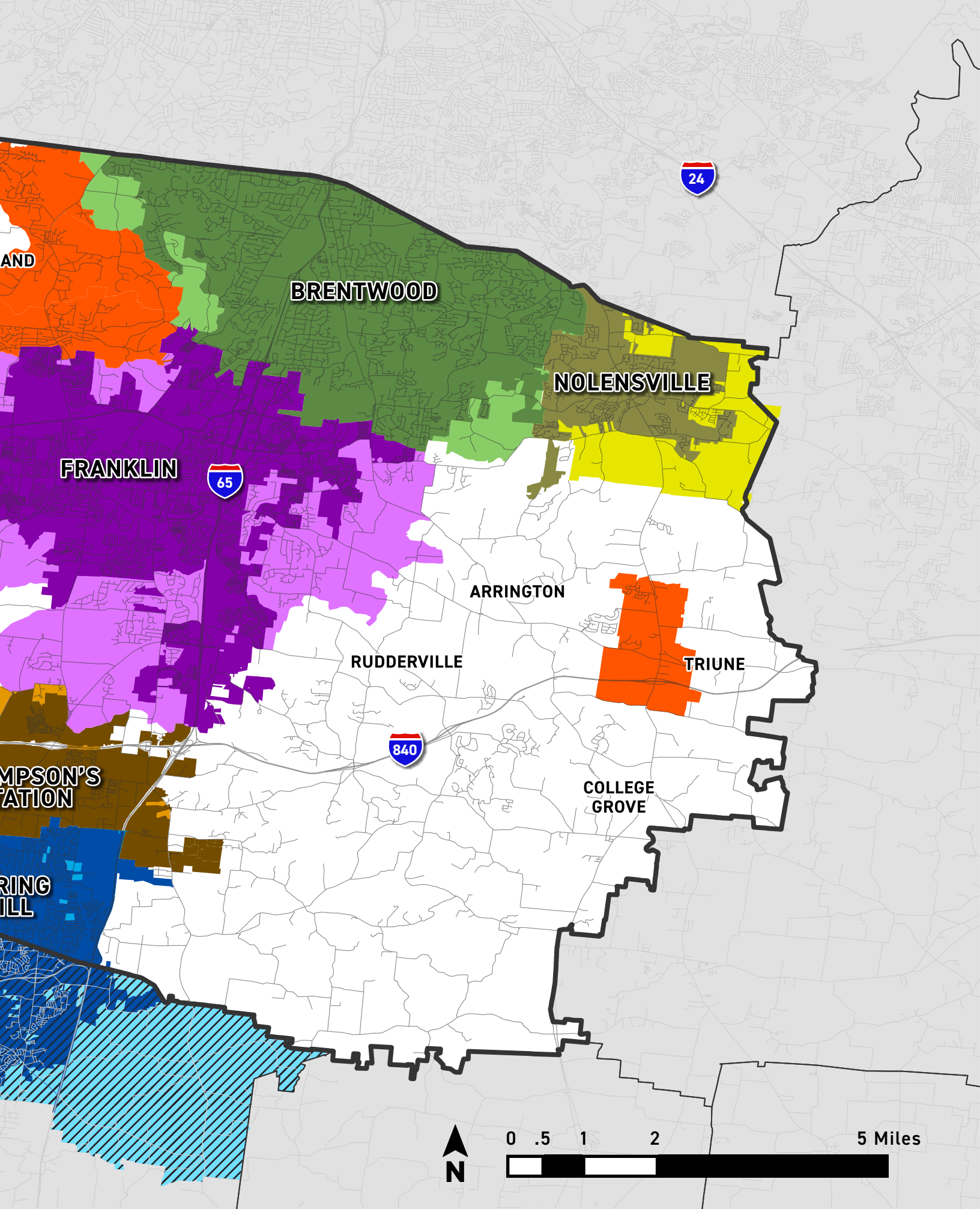
Additionally, there have been a number of changes to long-range infrastructure plans, the location of future sewer extensions being the most prominent, which will dictate the location of future growth to a large extent.

Furthermore, Williamson County's Comprehensive Land Use plan calls for the County and each municipality to engage in collaborative growth planning to ensure that the system of Urban Growth Boundaries (UGB's), Planned Growth Areas (PGA's) and Rural Areas work as effectively as possible.

For these reasons, the seven jurisdictions within Williamson County are proposing to amend the Growth Plan.

FIGURE 2: CURRENT GROWTH PLAN MAP





Section 02: PROCESS

ADVISORY GROUP GROWTH EVALUATION

Prior to embarking upon an update to the Growth Plan, an Advisory Group, with representatives of each jurisdiction and other community stakeholders, was formed for the purpose of evaluating appropriate locations for future growth based upon:

- Population projections;
- The need for, and availability of, additional land to accommodate projected growth;
- The cost of providing infrastructure and services;
- The potential impact of future growth areas on agricultural land, forests, recreational areas and wildlife management; and
- Public comment received regarding locations for future growth.

GUIDING PRINCIPLES

Additionally, the Advisory Group established the following set of “**Guiding Principles**” to serve as a framework for approaching its work:

1. COORDINATED GROWTH PLANNING: Williamson County, the City of Brentwood, the City of Fairview, the City of Franklin, the Town of Nolensville, the City of Spring Hill, and the Town of Thompson’s Station (the County and Municipalities) will work together on future growth planning.

2. PLANNING HORIZON: The horizon time for growth planning is twenty (20) years, however the County and Municipalities will work together to identify phased growth areas in shorter time increments.

3. FUTURE GROWTH: Each of the jurisdictions will utilize its own growth forecasts for its respective community in conjunction with other forecasts, including the University of Tennessee, in conducting its growth planning.

4. PUBLIC FACILITIES AND FISCAL SUSTAINABILITY: Each of the jurisdictions will plan for future growth that it can serve with adequate and timely infrastructure and public facilities in a fiscally sustainable manner.

5. REGIONAL FORM: The County and Municipalities will work together to maintain and create a distinct form of compact urban and suburban development surrounded by rural development for the purpose of reinforcing the unique sense of place and high-quality development within the County.

6. RESOURCE PROTECTION: The County and Municipalities will work together to maintain and protect critical open spaces, farmland, forests, recreation areas, wildlife management areas, and critical environmentally sensitive areas.

7. LOCAL AUTONOMY: The Growth Plan process will focus on growth boundary issues and coordination, while respecting the autonomy of each jurisdiction to meet the planning and community development needs within its community.

8. LOCAL PLANNING: The Growth Plan will build on the long and successful traditions of planning conducted by the County and Municipalities, relying on existing plans and reports in conducting its growth planning where appropriate.

9. INTERGOVERNMENTAL AGREEMENTS: The County and Municipalities may supplement growth planning with consideration of cooperative approaches and agreements to assist in managing growth.

Based upon the preliminary evaluation of future growth areas described above, the Advisory Group determined that it was appropriate to formally update the Williamson County Growth Plan.



FORMAL GROWTH PLAN UPDATE PROCESS

The process of developing this update to the Growth Plan included the following steps:

1. ESTABLISHMENT OF THE GROWTH PLAN COORDINATING COMMITTEE:

The membership of the Coordinating Committee was established consistent with Tennessee Code Annotated Section 6-58-104, and the initial meeting of the Coordinating Committee took place on June 13, 2023. Please see the Acknowledgments page for a listing of the Committee members.

2. INDIVIDUAL JURISDICTION PUBLIC HEARINGS: Each jurisdiction held two Public Hearings regarding the proposed amendments to their UGB's and, in the case of the County, the proposed amendments to its PGA's and Rural Areas. These Public Hearings took place in July and August of 2023.

3. INDIVIDUAL JURISDICTION PRESENTATIONS TO COORDINATING COMMITTEE:

Following the individual Public Hearings described above, each jurisdiction presented its recommended amendments to the Coordinating Committee.

4. PREPARATION OF DRAFT REVISED GROWTH PLAN: Based upon the proposals from the various jurisdictions and the public comment that had been received, the Coordinating Committee prepared a consolidated draft revised Growth Plan.

5. COORDINATING COMMITTEE PUBLIC HEARINGS: The Coordinating Committee held Public Hearings on Nov. 7th, 2023 and Nov. 15th, 2023 to solicit comments from the public regarding the draft revised Growth Plan.

6. REFINEMENT AND APPROVAL OF RECOMMENDED GROWTH PLAN: Based upon the public comments received at the Coordinating Committee Public Hearings and upon discussion among the Committee, a recommended Growth Plan was finalized and approved by the Committee. This approval took place on Nov. 21st, 2023.

7. TRANSMITTAL OF RECOMMENDED GROWTH PLAN TO INDIVIDUAL JURISDICTIONS:

The recommended Growth Plan was transmitted to each of the seven jurisdictions by the Coordinating Committee on Nov. 21st, 2023.

8. RATIFICATION BY INDIVIDUAL JURISDICTIONS: To be written at a later date.

9. APPROVED GROWTH PLAN TRANSMITTED TO TENNESSEE LOCAL GOVERNMENT PLANNING ADVISORY COMMITTEE FOR APPROVAL:

To be written at a later date.

Section 03:

PROPOSED GROWTH PLAN

This amended Growth Plan consists of the following two key elements:

1. The **Growth Plan Map**, which depicts the revised boundaries for the UGB's, PGA's and Rural Areas; and
2. A set of **Goals and Strategies** designed to make the system of UGB's, PGA's and Rural Areas work more effectively.

PROPOSED GROWTH PLAN MAP

The Proposed Growth Plan Map (See *Figure 3* on pages 11-12) is the result of a collaborated growth planning effort, involving each of the seven jurisdictions within the County, geared toward identifying appropriate areas for future growth. This effort has resulted in revised UGB's, PGA's and Rural Areas, based on a 20-year planning horizon, and taking into account population projections and the costs of providing infrastructure and other services, among other factors.

PROPOSED GOALS AND STRATEGIES

GOAL 1: ENSURE THAT THE SYSTEM OF URBAN GROWTH BOUNDARIES (UGB'S), PLANNED GROWTH AREAS (PGA'S) AND RURAL AREAS FUNCTION AS OPTIMALLY AS POSSIBLE.

Strategy 1A: The County and each municipality will work together to create and implement interim policies related to development within UGB's that occurs prior to the municipality's annexation of the property. These policies may differ from jurisdiction to jurisdiction and may, among other things, relate to:

- County zoning policies within UGB's;
- The use or prohibition of alternative wastewater systems within UGB's; and
- The use of interlocal agreements to address specific challenges or opportunities.

Strategy 1B: Municipalities will not annex outside of UGB's, as the UGB's were established based upon a thorough evaluation of population projections, infrastructure capabilities, land capacities and other factors.

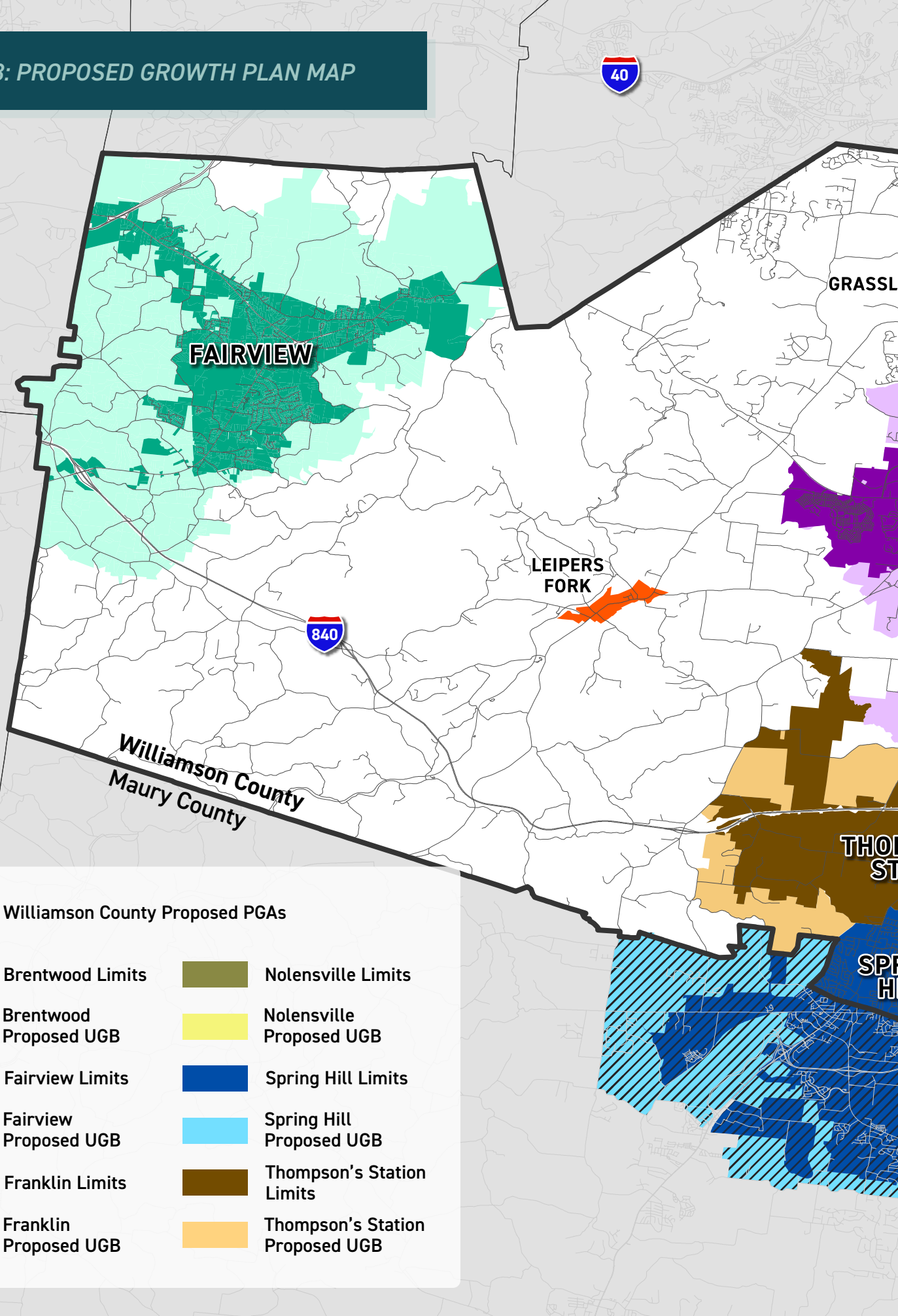
GOAL 2: CONTINUE THE PRACTICE OF COLLABORATIVE, MULTI-JURISDICTIONAL PLANNING ON AN ONGOING BASIS.

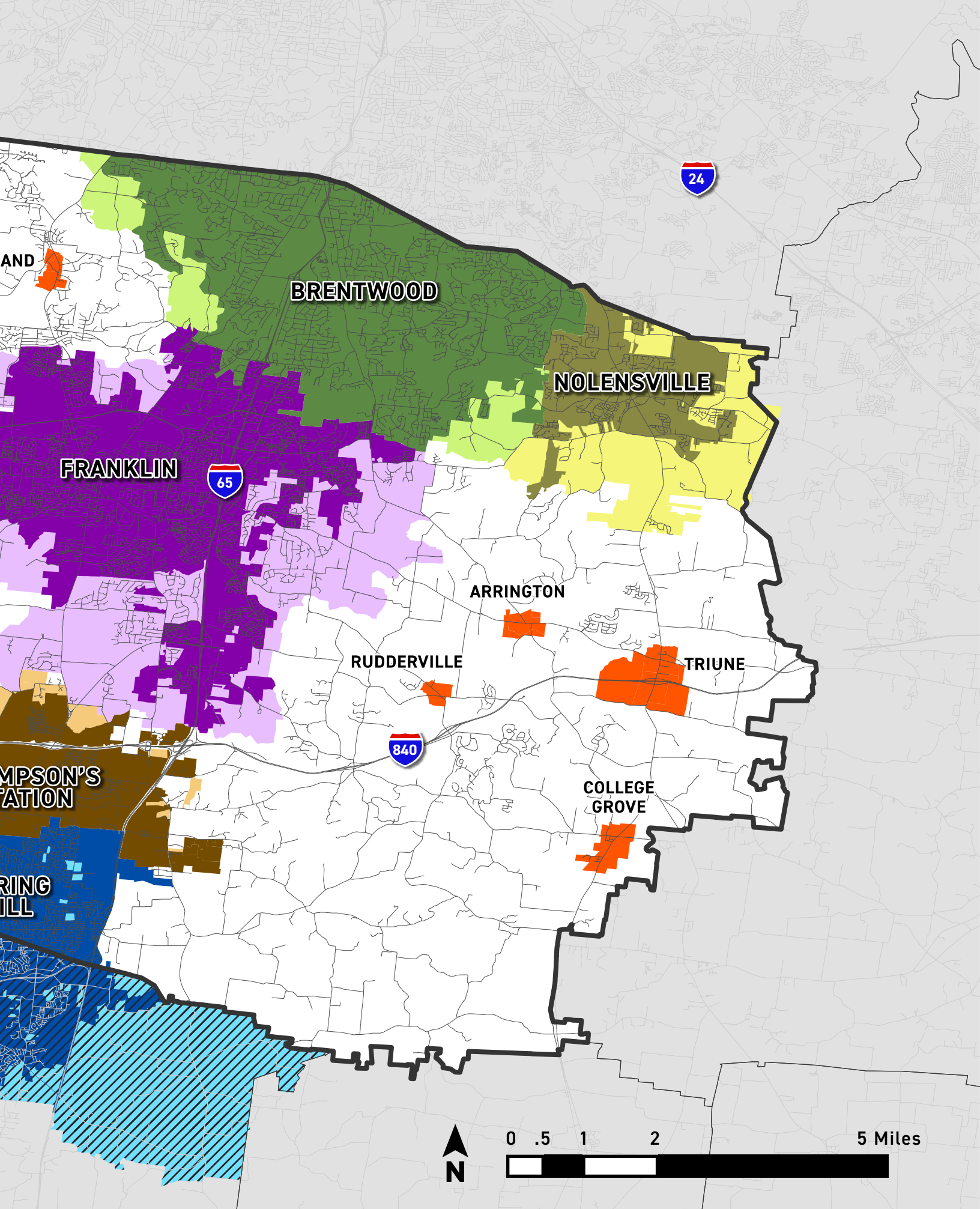
Strategy 2A: Revisit the Growth Plan at least every five (5) years to evaluate its effectiveness and whether or not revisions are necessary.

Strategy 2B: Convene a Growth Plan implementation committee, with representation that is similar to the Advisory Group, which will meet on a regular basis (e.g. quarterly) to evaluate Plan implementation, discuss regional issues, such as transportation and school siting, share information, etc.

Strategy 2C: Consider forming a multi-jurisdictional entity to focus on transportation planning within Williamson County.

FIGURE 3: PROPOSED GROWTH PLAN MAP





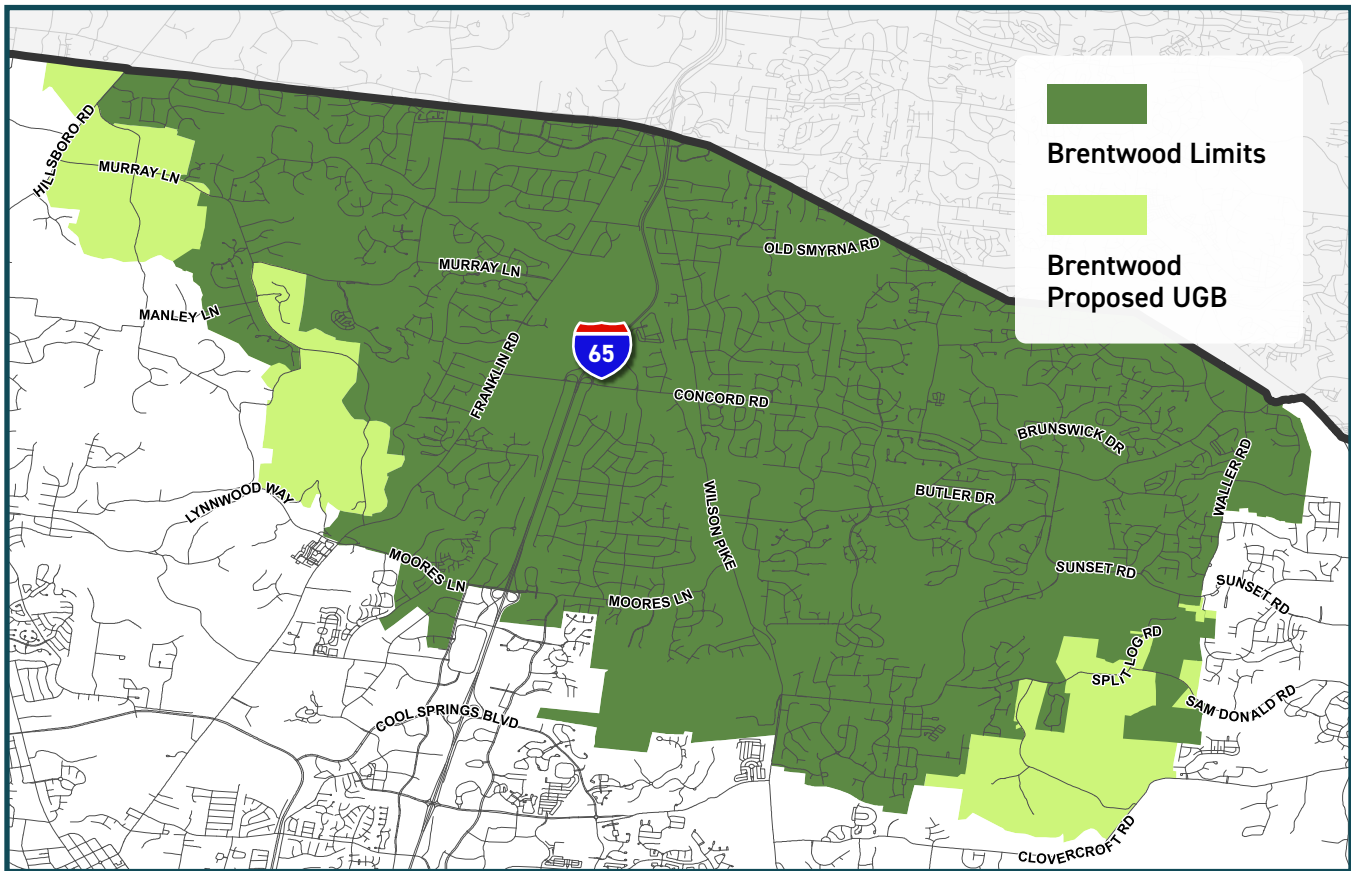


FIGURE 4: BRENTWOOD GROWTH BOUNDARY MAP

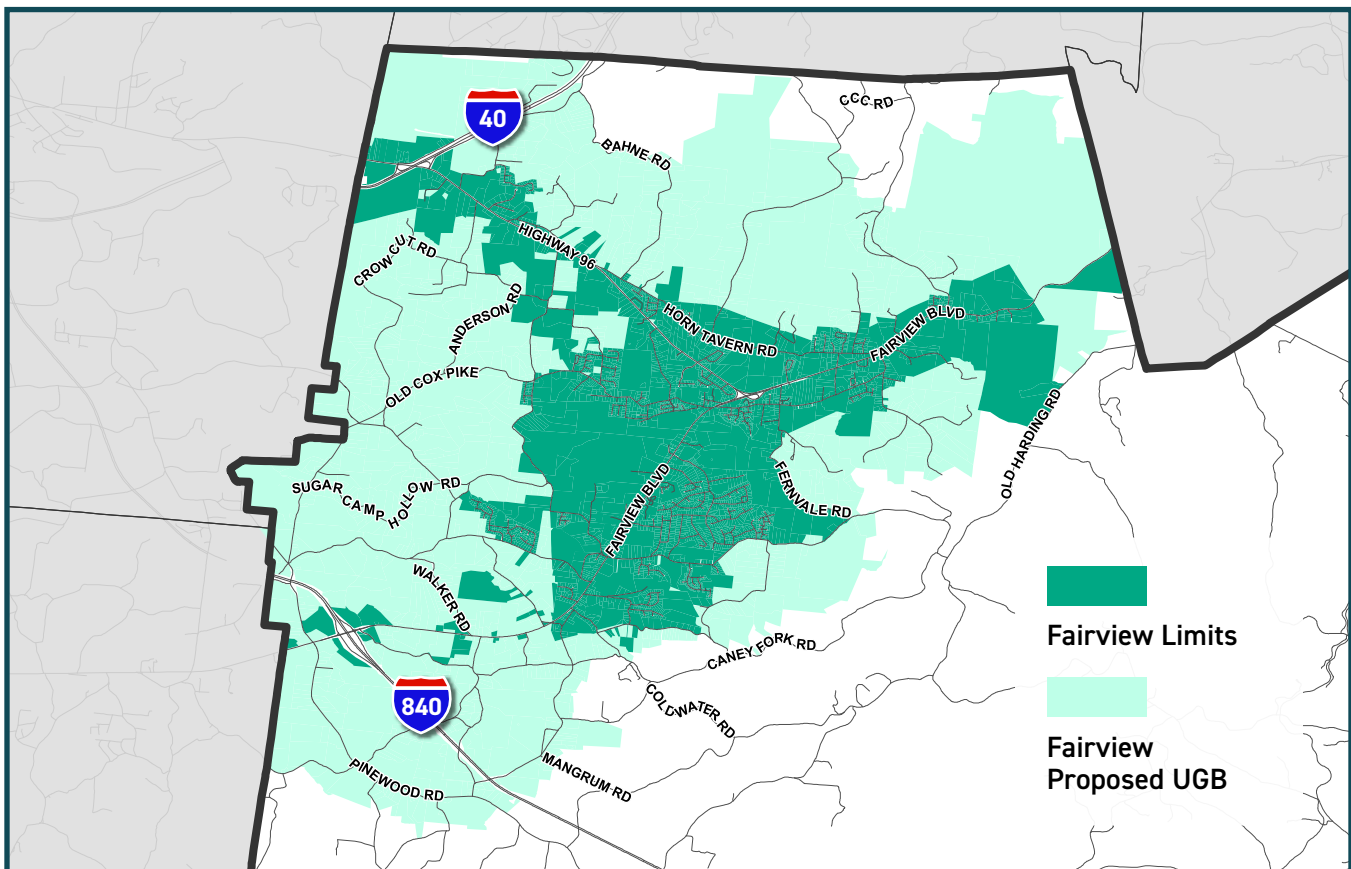


FIGURE 5: FAIRVIEW GROWTH BOUNDARY MAP

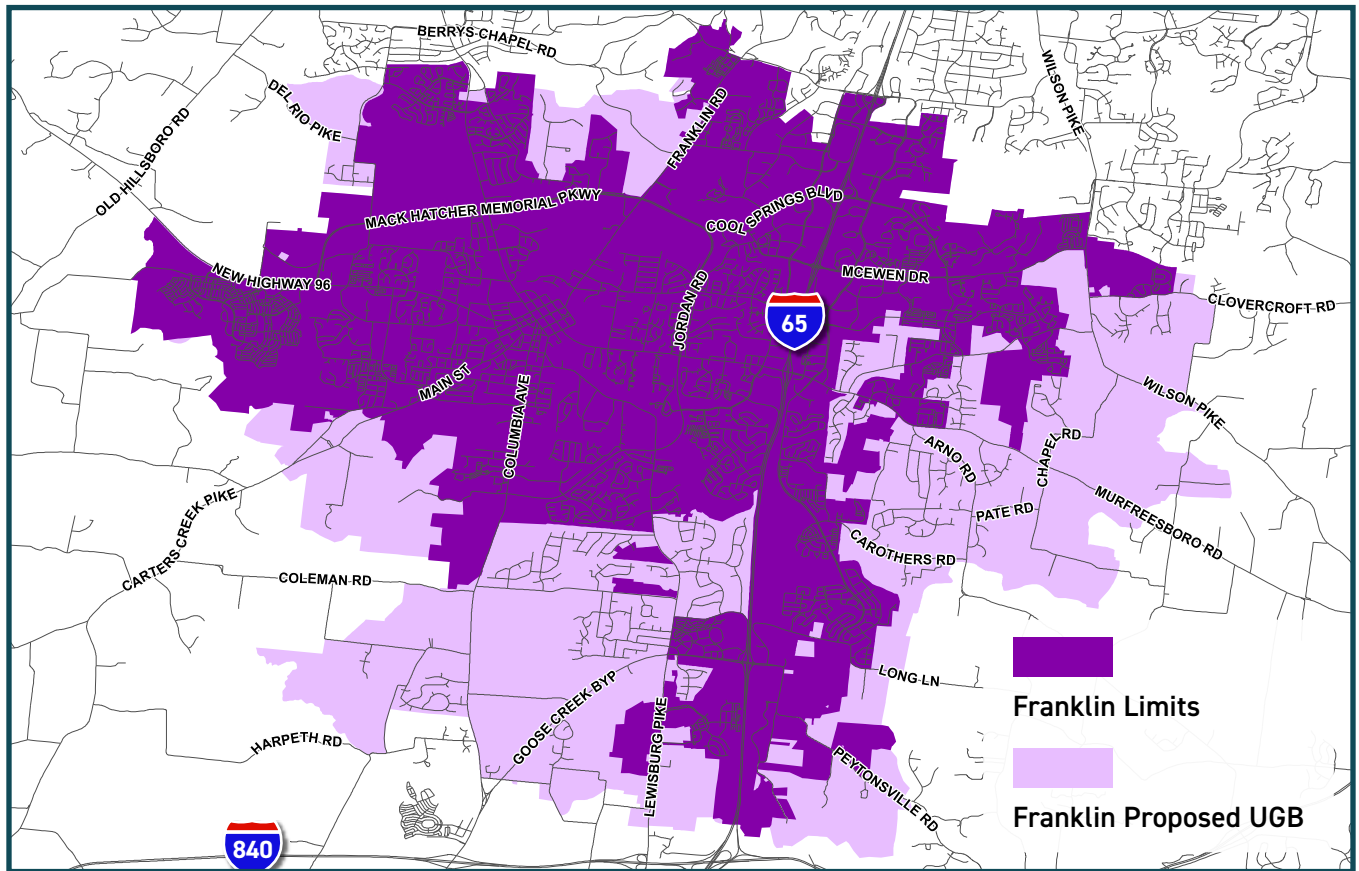


FIGURE 6: FRANKLIN GROWTH BOUNDARY MAP

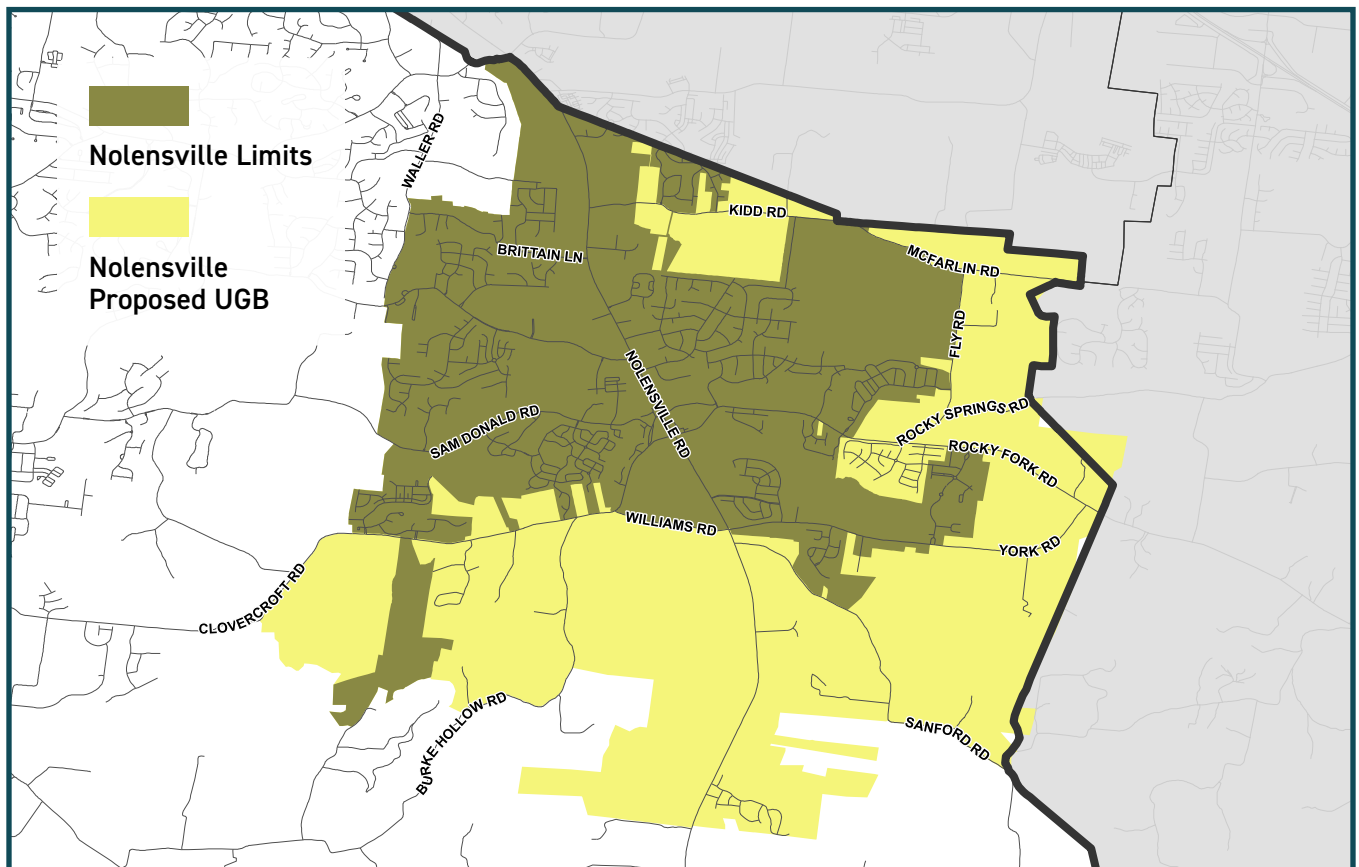


FIGURE 7: NOLENSVILLE GROWTH BOUNDARY MAP

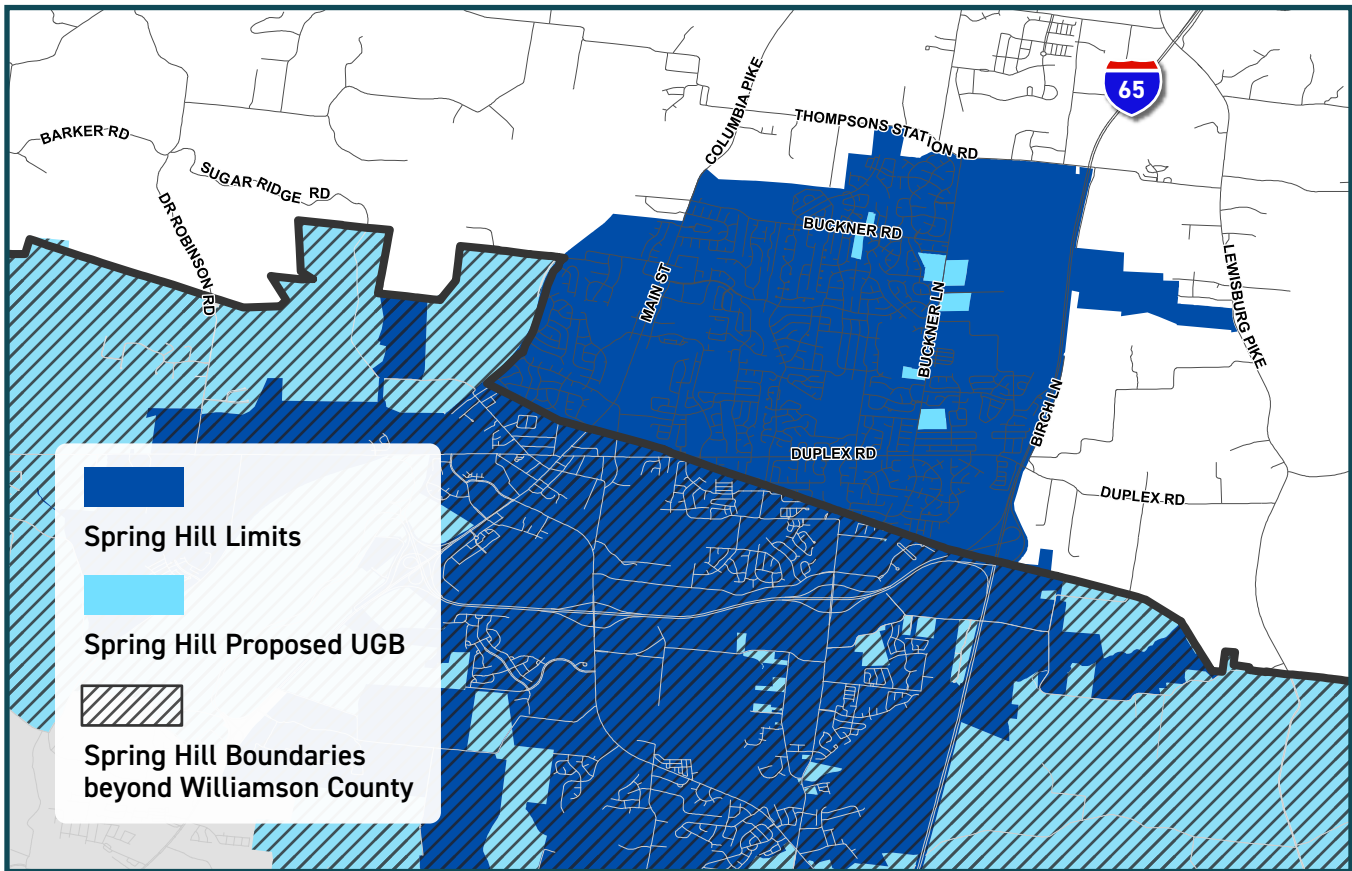


FIGURE 8: SPRING HILL GROWTH BOUNDARY MAP

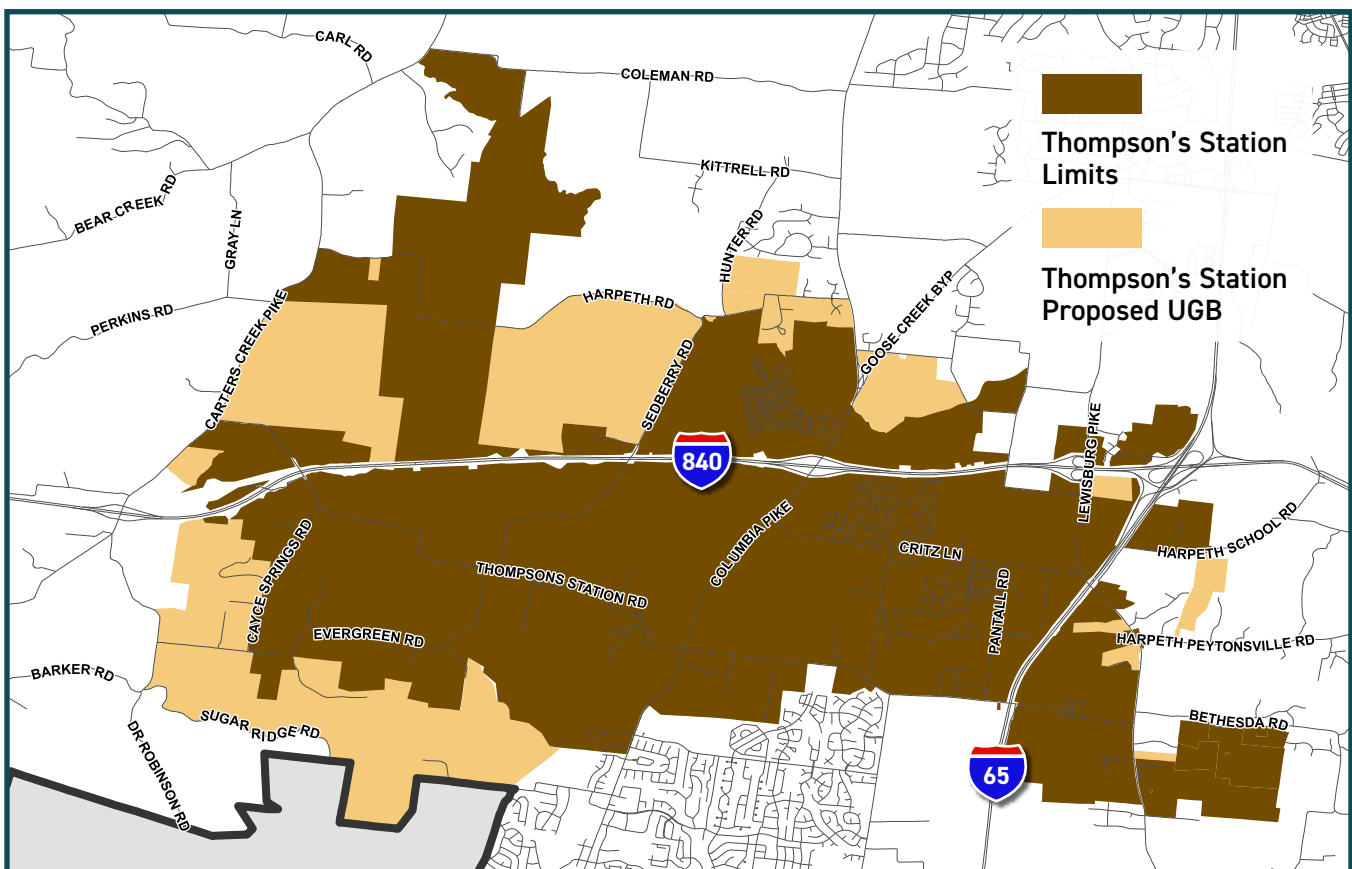
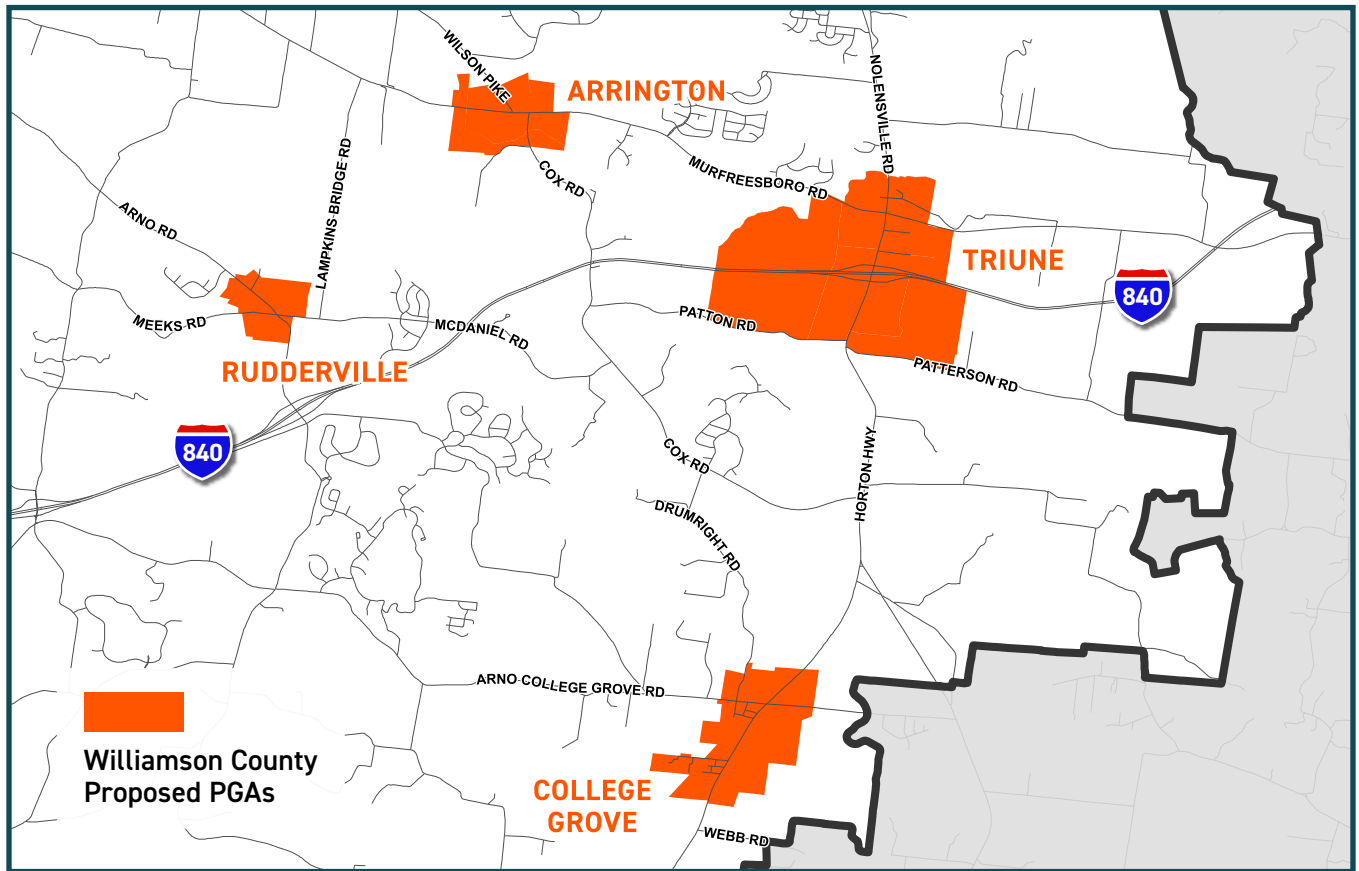
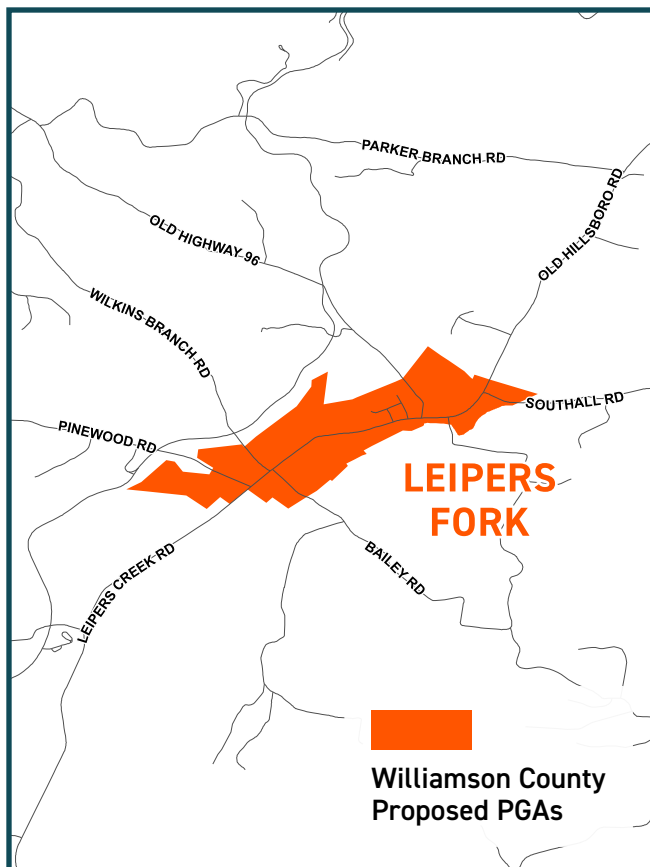


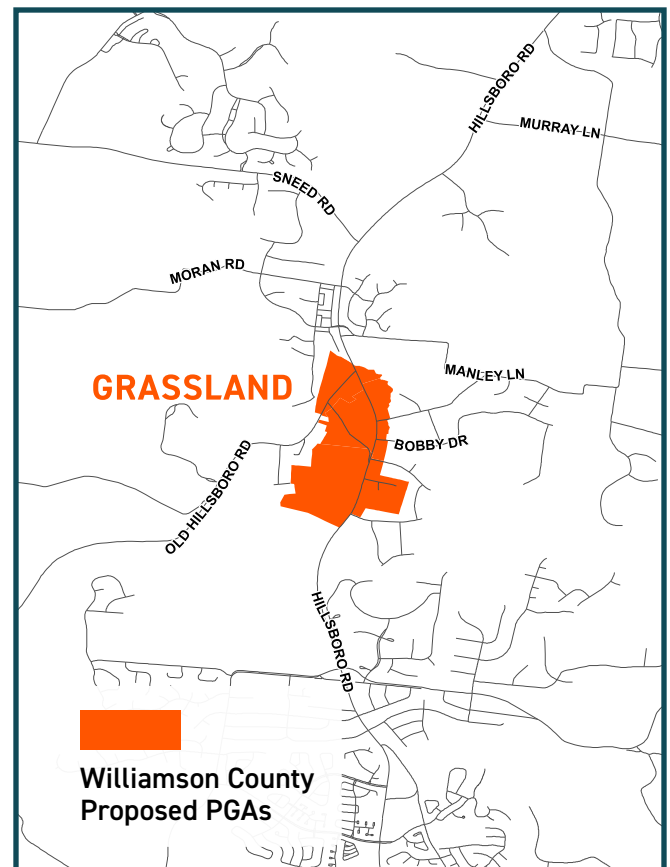
FIGURE 9: THOMPSON'S STATION GROWTH BOUNDARY MAP



10.1-3: WILLIAMSON COUNTY GROWTH AREA MAPS



10.2



10.3

Section 04:

CONCLUSION

This Plan represents a collaborative vision for the location of future growth within Williamson County that can be served by adequate and timely infrastructure, thereby helping to preserve rural character in outlying areas. In addition to the Growth Plan Map, which defines these areas, the Plan contains Goals and Strategies geared toward helping the system of Urban Growth Boundaries (UGBs), Planned Growth Areas (PGAs), and Rural Areas work as effectively as possible.

The Plan is intended to be a fluid document and should be examined at least every five years to determine whether changing conditions warrant amendments to the Plan.



Section 05:

APPENDIX

This Appendix consists of summaries from each jurisdiction that outline important factors that helped influence their modified Urban Growth Boundaries (UGB's) and, in the case of the County, its modified Planned Growth Areas (PGA's) and Rural Areas.

CITY OF BRENTWOOD

When the original Williamson County Urban Growth Boundary (UGB) plan was approved in 2001, the City of Brentwood intentionally planned to identify areas where the City could reasonably provide essential services, including utility services. Population projection and a cost-of-service analysis were completed based on Brentwood's then-existing zoning ordinance and long-range service plans.

Since then, the City's long-term infrastructure planning efforts have been based on the eventual build-out of this original Brentwood UGB area under the City's existing low-density land development standards. In addition, Brentwood is unique in Williamson County, given that it is essentially landlocked on three of its borders, with Metro Nashville to the north, Franklin to the south, and Nolensville to the east. To the west, topography limits the extent to which the City could reasonably provide services. The Brentwood Planning Commission adopted an updated Comprehensive Plan in October 2016, after numerous public meetings and surveys to gather information regarding the future plan. The proposed UGB boundaries are consistent with the Brentwood 2030 Comprehensive Plan.

In 2020, the Census certified Brentwood's total population at 45,373 persons, up from 37,060 persons in 2010---a decade increase of 22.4%. Compared to the 1980s and 1990s, the growth rate has slowed. Brentwood is a mature community and one of the older suburbs of Nashville, with most growth occurring early in the City's establishment (1969). Moving forward, the geographical constraints and low-density design standards limit Brentwood's potential population growth.

Given these factors and the desire not to promote further development in areas where the City controls utility services, Brentwood has elected not to propose any significant alteration of its remaining UGB area as part of this update to the Williamson County Growth Plan. The only proposed changes are housekeeping in nature. Two small portions of property north of Maxwell Lane, currently in the Town of Nolensville, are proposed to be removed from the Brentwood UGB. The second proposed update is to correct a gap where there appears to have been a mapping error in the past to include a small portion of a parcel along the north side of Sam Donald Road into Brentwood's UGB. A Public Hearing regarding the proposed Brentwood UGB was held on July 5, 2023, at the Brentwood Planning Commission and a second Public Hearing was held on July 10, 2023, at the Brentwood Board of Commissioners meeting. There were no public comments received at either meeting.

CITY OF FAIRVIEW

In 2021, the City of Fairview's planning staff and elected officials began studying the community's growth trends to identify an updated urban growth boundary. Understanding the terrain and environmental constraints of the region, in addition to the desire to retain a rural character within the City, the urban growth boundaries, as shown, will allow Fairview to grow while being mindful of agricultural lands, environmentally sensitive areas, and the abundance of forested parcels throughout the northwestern corner of Williamson County.

Concentrating on past, current, and projected growth trends, the City of Fairview is growing at a rate just shy of the growth of Williamson County as a whole. Fairview's growth rate in the last seven years has been 2.4% compared to Williamson County's growth rate of 2.85%. Using these recent figures, Fairview's twenty (20) year population projection estimates adding 7,399 residents, a roughly 84% increase to Fairview's current population of 8,763.

The City of Fairview identified reasonably compact territories yet sufficiently large to accommodate residential and nonresidential growth projected to occur during the next twenty (20) years. A common goal was to focus on parcels of property that are contiguous to the existing boundaries of the municipality and that a reasonable and prudent person would project as the likely site of high-density commercial, industrial, and/or residential growth over the next twenty (20) years based on historical experience, economic trends, population growth patterns, and topographical characteristics.

Every city has an identity, and for many years Fairview has been known as a rural community. With a pocket of industrial uses and a small but spread out "main street," the City has had little commercial and industrial growth. The proposed urban growth boundary, along with the Fairview Forward Plan, has identified and will make available several parcels near the interstate interchanges for high-density growth and industrial development. Utilizing current properties within the City and annexing additionally needed parcels, adequate land is available for new and reused commercial and industrial space.

CITY OF FRANKLIN

Franklin has consistently experienced fast-paced growth over the last 30 years, a trend projected to continue. Between 2010 and 2020, the City's population grew from 62,487 to 83,452, a 33.6% increase. In 2013, the US Census Bureau named Franklin the 14th fastest-growing City in the nation for cities with a population over 50,000. Then in 2017, the US Census Bureau identified Franklin as the fastest-growing City in Tennessee and the 8th in the nation. Overall, the City anticipates adding 43,000 residents by 2040.

Throughout the summer of 2021, an interdepartmental team of City staff began meeting weekly to analyze the Franklin Urban Growth Boundary (UGB). During these meetings, City of Franklin staff discussed reasonable infrastructure availability, extensions, needs, and costs associated with providing efficient and effective public services to territory within the UGB and for the territory proposed to be added. Environmental features such as floodplains, steep slopes, and agricultural lands wishing to remain working farms were all considered during the discussions and analysis. Development suitability, the cost to extend municipal services, population projections, and the study of necessary land uses to accommodate managed and strategic growth all factored into the preliminary staff recommendations for the updated UGB.

From a series of community meetings and a public survey, the City of Franklin staff engaged with citizens to raise awareness of the UGB study and provide feedback on the preliminary recommendations. Several property owners made specific requests to be removed from the UGB and were allowed to present their unique circumstances publicly. Based on these presentations and feedback from the elected officials,

adjustments to the boundary were made accordingly. The staff engaged the Franklin Board of Mayor and Aldermen at six public work session meetings for their input and guidance throughout the fall of 2021 and the spring of 2022. Additionally, the staff engaged the Franklin Municipal Planning Commission and Franklin Board of Mayor and Aldermen at two joint public workshops during the fall of 2021. The City also held two required public hearings in 2023 with accompanying Resolution 2023-44 to recommend approval for the proposed UGB. The first public hearing was held by the Franklin Municipal Planning Commission on July 27, 2023 and the second was held on August 8, 2023 by the Franklin Board of Mayor and Aldermen. The result was an amendment to Resolution 2023-44 to advocate that a defined area proposed for removal from Franklin's UGB along West Harpeth Road remain outside of any jurisdiction's UGB.

The City of Franklin is proposing changes to its UGB to accommodate additional land suitable for projected commercial, industrial, and residential growth over the next twenty years. Due to continued growth and development along the I-65 corridor, the City proposes a compact and contiguous expansion of the UGB south of Long Lane and east of I-65. Through the referendum process, the City has annexed properties outside of the UGB in this area, and city services and infrastructure can be extended to support additional growth. A coordinated study of land uses and infrastructure is ongoing for the territory recommended to be added. The City is also proposing a reduction of the UGB north of New Highway 96 West, along US 31 Columbia Pike, and also along Carters Creek Pike and Southall Road. Minor adjustments along the fringes of the UGB have been made so the proposed boundary follows parcel lines. In total, the City of Franklin proposes adding approximately 2,173 acres to the UGB and removing approximately 2,534 for a net loss of 361.

TOWN OF NOLENSVILLE

The Town of Nolensville has taken a reasonable, measured, and sustainable approach when considering where to expand our Urban Growth Boundary (UGB). The Town's goal while developing new UGB boundaries is to retain its small-town character, scenic value, and ecological quality, while accommodating carefully controlled growth. We have received community input and requested the advice of our Planning Commission and Board of Commissioners on our proposed UGB boundaries. A community workshop and public hearings were conducted as follows:

- Community Workshop – Thursday, June 29, 2023 at 6:30pm
- Planning Commission Public Hearing – Tuesday, July 11, 2023 at 6:30pm
- Board of Commissioners Public Hearing – Thursday, August 3, 2023 at 6:30pm

In our study of the practical options, two approaches resulted as prime candidates for compact and contiguous UGB expansion and future annexation. The first is the expansion to the southwest, which is bisected by a property that has already been annexed, and this will serve to simplify the boundaries of our Town. The second expansion to the south will extend the current UGB along US 41A, the major arterial road that serves our community. Both choices are the most logical next steps in expanding the Town of Nolensville.

Our community has recently adopted a new zoning ordinance and zoning strategy map, which will increase our population and the ability to supply improved public safety services and an enhanced transportation system. According to our current data, our population grew 110% from 2000-2010 and 135% from 2010-2020, to a total population of 13,829. With this population growth in mind, the expansion of the UGB, coupled with our new zoning ordinance and map, these factors will allow us to manage and control growth well into the future and ensure we can provide a high-quality and safe environment for future generations.

Our current UGB expansion proposal is the most efficient and cohesive approach we can implement that will ensure additional land suitable for projected commercial, industrial, and residential growth over the next twenty years while allowing us to expand efficiently and effectively. Not just growth to create economic sustainability but growth that allows us to expand our greenway system, create more active and passive open space areas, preserve existing trees and creeks, improve our transportation system and address stormwater impacts. As we expand our Urban Growth Boundaries in the future, we will adhere to the values, goals, and objectives established by the Board of Commissioners. Regardless of where expansion occurs, it will be done in a sustainable manner that benefits the entire Town and respects our surroundings.

As part of the Five-year Growth Plan Update, the Town of Nolensville will review and consider the growth pressures in the areas shown on the map below.

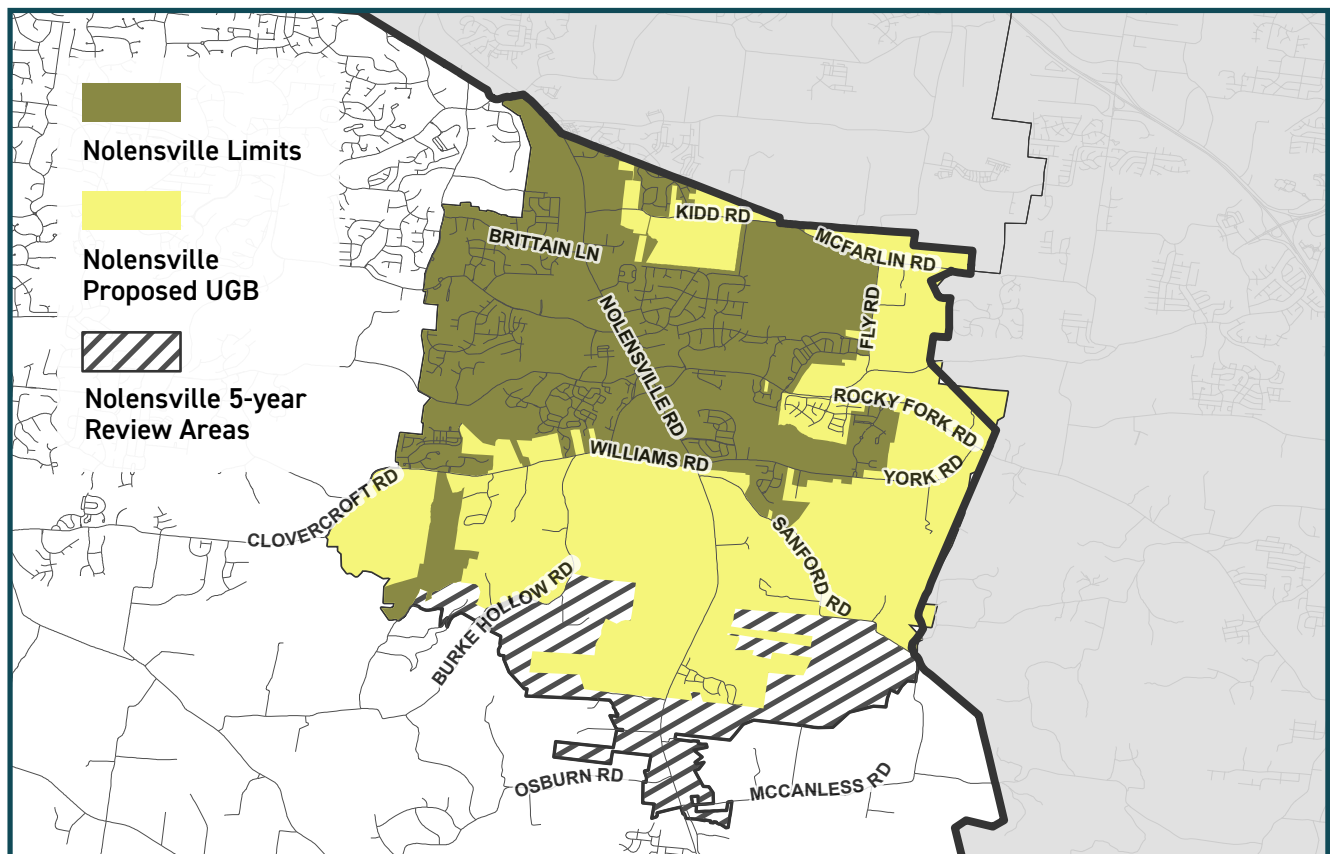


FIGURE 11: NOLENSVILLE 5-YEAR REVIEW AREA MAP

CITY OF SPRING HILL

The City of Spring Hill began planning for an update to the Williamson County Urban Growth Boundary (UGB) Plan in the Summer of 2021. To determine the proposed boundary of the Williamson County, Spring Hill UGB, city staff utilized current development trends, development requirements for water-sewer capacity, analyzed existing drainage basins based on topography, the development of the I-65 interchange at June Lake Blvd., consideration of adopted planning documents (such as but not limited to the 2040 Spring Hill Rising Comp Plan), and the continuity of the currently adopted Maury County UGB with any additional UGB established within Williamson County. The UGB update is crucial to managing Spring Hill's future growth as the city transitions from a bedroom community to a self-supported city.

Spring Hill has grown by 64.9% from 2011 to 2020, with an average annual growth of 7.2%. The City's UGB Update utilized assumed growth rate projections of 3.6% and 7.2%. The ten-year growth projections show a city of 79,194 persons in 2030 at a 3.6% growth rate and 123,620 persons at a 7.2% growth rate. This growth range forms the basis for the City's Growth Plan Report and the proposed expansion of the UGB.

The City of Spring Hill hosted a series of stakeholder meetings for UGB public input. Two in-person meetings were held at City Hall in October 2021. The public input resulted in collaborative discussion between the City, City residents, and unincorporated County residents. Following the public engagement meetings, findings were summarized and presented to both the City of Spring Hill Planning Commission and the Board of Mayor and Aldermen for consideration and further input. The initial Spring Hill Williamson County UGB was submitted to the coordinating committee in August 2023. After review by the coordinating committee and input from county stakeholders, the City of Spring Hill held additional public hearings that allowed additional collaboration in September and October of 2023. The outcome of these public hearings in 2023 resulted in a revised UGB map that considered the county stakeholders' needs and the city's vested interest in responsible growth.

The BOMA-recommended version of the City of Spring Hill's expanded Williamson County Urban Growth Boundary Map offers the City's intention for reasonable and smart growth over the next 5-20 years. The boundary was defined based on growth projections, existing drainage basins, the consistency with the existing boundaries of the City of Spring Hill's Maury County UGB, and a Williamson County Urban Growth Boundary expansion that can accommodate and manage the future growth of the City efficiently and effectively while ensuring that the proposed Urban Growth Boundary is sufficiently compact so as to not contribute to leapfrog and noncontiguous development patterns and to protect rural and agricultural lands. The City of Spring Hill forwarded a recommended Williamson County UGB boundary, however the coordinating committee, based on public comments, elected to remove all of the City of Spring Hill UGB from consideration. The City of Spring Hill Mayor was a member of the coordinating committee and was amenable to this change. However, if this were also subject to a joint municipal interlocal agreement restricting annexation requests to only within a jurisdiction's UGB, without an identified UGB, the City of Spring Hill must have a reasonable expectation to participate in responsible growth and be allowed to welcome properties that wish to be annexed into the City.

TOWN OF THOMPSON'S STATION

The Town of Thompson's Station began planning for the Williamson County Growth Plan update in the Spring of 2021. The Growth Plan Update is part of several parallel planning efforts currently underway in the Town, which have informed and underpinned the Town's overall planning and analysis related to the study of the Town's Urban Growth Boundary (UGB). The Growth Plan Update process was a timely addition to the Town's overall growth, development, and preservation planning process and was embraced as such by the elected and appointed officials, as well as Town Staff.

The Town of Thompson's Station has experienced tremendous growth over the past twenty years since the adoption of the current Williamson County Growth Plan in 2001. The 2020 Census certified a total population of 7,485 persons, up from 1,946 persons in 2010---resulting in a staggering 241% increase. This triple-digit, historic growth rate makes population forecasting and projections difficult. Therefore, the Town's Growth Report Update uses a series of linear growth projections across a more conservative 3.5% growth rate and an earnest 8% growth rate to create a growth projection range for the Town's growth through 2040. The 2040 growth projections show a Town of 14,893 persons in 2040 at a 3.5% growth rate and 24,887 persons at an 8% growth rate. This growth range forms the basis for the Town's Growth Plan Report and the areas studied to expand the UGB.

The Town's first action in the planning process was public outreach and engagement. At the very beginning of the planning process, the Town hosted a series of in-person and virtual meetings over the Summer and Fall of 2021. Two in-person meetings were held at Thompson's Station Community Center in July 2021 and August 2021. The third public meeting was planned to be held in person, but the delta surge of the coronavirus forced the Town to shift that meeting to a virtual meeting in September 2021. As the planning process concluded, the Planning Commission held the first of the Town's required Public Hearings on the Town's revised UGB map on July 25, 2023, and the Board of Mayor and Aldermen held the second and final Public Hearing on August 8, 2023. The public input garnered throughout the planning process resulted in a robust discussion between the Town and our neighbors in the unincorporated County and led to direct changes and revisions to the Town's overall growth plan and UGB based on this feedback.

The final version of the Town of Thompson's Station expanded Urban Growth Boundary Map offers the Town's intention for balanced and additional land suitable for projected commercial, industrial, and residential growth over the next five years. Based on growth projections, it includes the extent of the Town's Urban Growth Boundary expansion to accommodate and manage growth efficiently and effectively, while ensuring that the proposed Urban Growth Boundary is sufficiently compact and contiguous to promote reasonable and logical development patterns and protection of rural and agricultural lands.

WILLIAMSON COUNTY

The current Planned Growth Areas (PGA's) were created at a time when the Grassland area (PGA's 1, 2 and 3) and the Triune area (PGA-5) were projected to accommodate a suburban- level of development.

The Williamson County Comprehensive Land Use Plan (Comp Plan), which is the County's chief policy document related to growth and development matters, was amended in 2020. The Comp Plan makes very specific land use recommendations for the unincorporated County and specifies where growth should, and should not, occur. The Comp Plan calls for a reduction in density outside of Urban Growth Boundaries, except within designated Villages and Hamlet areas. It is the County's intention that the proposed PGA's and Rural Areas reflect the Land Use Plan recommendations of the Comp Plan.

As such, the County is proposing the following six PGAs:

- **Triune** (coinciding with the TCA-2, TCA-3 and TCA-4 Zoning Districts);
- **Grassland** (coinciding with the GV-1, GV-2, GV-3 and GV-4 Zoning Districts);
- **Leiper's Fork** (coinciding with the LFV Zoning District);
- **College Grove** (coinciding with the CGV Zoning District);
- **Arrington** (coinciding with the Study Area for the Arrington Special Area Plan); and
- **Rudderville** (coinciding with the Hamlet Zoning District that exists surrounding the Arno Road/McDaniel Road intersection).

Based on economic trends, population growth projections/patterns, and topographical considerations, the County believes that the proposed PGA's are necessary and appropriate to accommodate additional development and are the logical and likely locations for higher density (relative to the Rural Areas) residential, commercial and limited industrial uses, provided such development occurs in a way that is consistent with adopted Special Area Plans. The proposed PGA's are reasonably compact yet sufficiently large to accommodate this additional development over the next 20 years.

The County also believes that the proposed Rural Areas will allow for the improved management and preservation of natural resources and agricultural uses and are necessary in order to manage urban growth within the County. Based upon their size and location, it is unlikely that any of the PGA's will become municipalities or be annexed by an existing municipality over the next 20 years.

Population Projections

The County is projecting a population increase of approximately 23,000 (from 54,871 to 78,331) people in the unincorporated area by the year 2040. This projection is consistent with University of Tennessee projections.

Cost of Services

One of the key elements that was instrumental in identifying a preferred land use policy in the Comprehensive Plan update process was evaluating the fiscal impacts associated with various land use scenarios. This analysis concluded that implementing the land use policy recommended in the Comp Plan (which is the basis for the recommended PGA's and Rural Areas) would result in an approximately \$3.5 billion savings to the County in providing services outside of UGB's, as compared to the previous land use policy.

Public Feedback

As mentioned previously, the recommendations and vision of the County's recently-adopted Comprehensive Plan is the foundation for the proposed PGA's and Rural Areas described in this report. That process included a robust public involvement component, resulting in hundreds of citizens providing meaningful input. Since that time, the County has solicited public input on the proposed PGA's and Rural Areas through a dedicated website where citizens could provide feedback.

Public Hearings were held on July 13 and August 14.





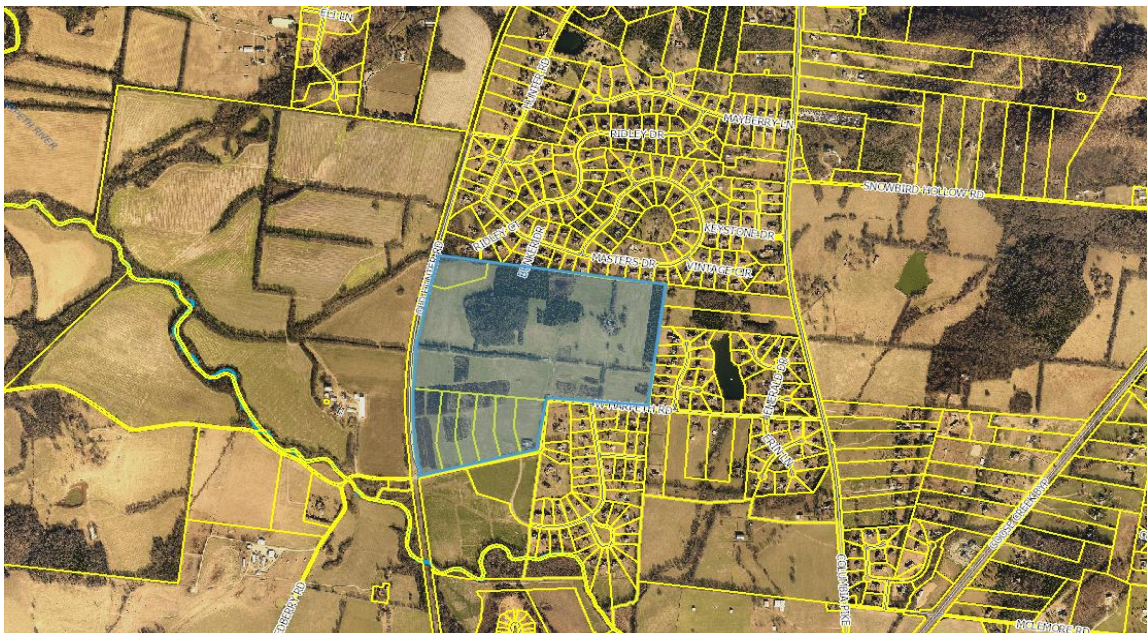
January 18, 2024

TO: Franklin Board of Mayor and Aldermen

FROM: Brian Stover, Mayor
Ken McLawhon, Town Administrator
Micah Wood, Community and Economic Development Director
Andrew Mills, Town Attorney

SUBJECT: Thompson's Station Urban Growth Boundary Inclusion of the Ozzad Property

Franklin City Staff requested a memo from the Town related to the inclusion of the northern portion of the Ozzad property (Map 118 Parcel 7 at 1546 West Harpeth Road, Map 119 Parcels 7.03, 7.04, 7.05, 7.07, and 7.08 all at unnumbered West Harpeth Road) located along the north side of West Harpeth Road west of Columbia Pike and east of the CSX railroad. These parcels in total are referred to as the Ozzad property throughout this memo. The purpose of this memo is to provide information related to the Ozzad property and the Town's Board of Mayor and Aldermen (BOMA) consideration of the Franklin BOMA's request that the property be held within the county rather than added to the Town's Urban Growth Boundary (UGB).



Vicinity Map



The Town BOMA considered the issue of whether to remove the Ozzad property at their September and October meetings. The September meeting is available to view at this link (discussion begins at 26:32 for Item 3 on the Agenda): <https://play.champds.com/thompsonsstationtn/event/85>. The October meeting is available to view at this link (discussion begins at 19:14 for Item 2 on the Agenda): <https://play.champds.com/thompsonsstationtn/event/92>.

The Town has an existing agreement, from 2013, to provide sewer service to a portion of the Ozzad property. When the property owner approached the Town about being included in the Town's UGB earlier this year, the Town Staff indicated that this property would only be included if, and when, Franklin removed the Ozzad property from its UGB. Since the property is immediately adjacent to the Town's existing corporate limits and sewer is present, the Town is able to provide services to the Ozzad property upon annexation, per an adopted Plan of Services, efficiently and at a low cost of service extensions. When Franklin City Staff provided Town Staff with a map confirming the removal of the Ozzad property from the Franklin UGB, Town Staff added the property to the Town's UGB at the property owner's request. Town Staff also began working with the property owner to revise the existing agreement to incorporate development controls in excess of the Town's already high development standards in order to address the surrounding neighborhoods.

The updated Ozzad Property Agreement was reviewed by the Town BOMA on September 12, 2023, and adopted on October 10, 2023. This agreement provides for a balanced approach to development of the Ozzad property, while also providing for upgrades to West Harpeth Road and the inclusion of extensive open space, including a possible Town Park.

The updated agreement includes the following, relative to development controls:

- Zone the property D2, which, per the Town's [Land Development Ordinance](#), is an exclusive residential zoning district intended for only "low density residential development," with a maximum density of 1.5 units per acre.
- Cap the total lots in the property north of West Harpeth Road at 150, which is below the allowable density of the D2 low density zoning.
- Limit all development to single family homes.
- Require a minimum 25-foot buffer along the eastern, western, and northern property.
- Require a minimum 70-foot buffer along West Harpeth Road.
- Provide for a realignment of West Harpeth Road, to the Town's road standards, to allow for a safer roadway by removing the existing S curves.
- Provide extensive open space (minimum of 57 acres), including dripfields and a possible Town Park.

There have been concerns raised about "high density development" under the Town's standards. The updated agreement will preclude any high density development through the D2 zoning, coupled with a limitation to only permit single family homes and a cap of 150 total residential lots north of West Harpeth Road. The proposed development will also be appropriately transitioned to



existing neighborhoods through a 25-foot buffer on the western, northern, and eastern property lines, as well as a 70-foot buffer along West Harpeth Road. Additionally, realignment of West Harpeth Road, at the developer's expense, will result in safer conditions for drivers in this area. Approximately 57 acres of the overall property shall be dedicated over to the Town as part of this agreement, allowing for extensive open space. The Town will also be able to utilize some portion of this property for dripfields, which are a component part of the Town's sewer system. Dripfields allow treated water to be naturally discharged into ground water. The Town has an existing dripfield immediately south of this property on the south side of West Harpeth Road, making connection to the north desirable and efficient. The updated agreement regarding the Ozzad property provides drip field areas above and beyond that required for the property itself, a benefit to the Town and its citizens, and a vital addition to the Town's overall sewer network.

There have also been concerns raised related to the rural character of this property and the surrounding environs. The Ozzad property is currently bordered on three sides by existing residential neighborhoods. The west side of the property abuts the CSX railroad. Any development permitted under the Town's standards and the updated agreement will result in a suburban development pattern that is consistent and compatible with the existing residential neighborhoods in this area.

As part of the Town's All Aboard Comprehensive Planning process, areas within the UGB were studied, as good planning practice. Under the Town's *General Plan*, adopted March 2023, this area is placed within the Country Context Area of the Town's Context Map. The Country Context Area sets forth a policy for these locations to have a rural or suburban character in which buildings have landscape and natural buffers. This property is within the *General Plan's* Neighborhood Residential Character Area, which supports up to 1.5 dwelling units per acre of residential subdivision development. Any proposed development on the Ozzad property will be designed to achieve these *General Plan* policy objectives. The Town's BOMA respectfully noted the Franklin BOMA request relative to this property, but, since the Franklin BOMA has chosen not to include this property within the Franklin UGB, determined that, based on the property owner's request to be included in the Town to keep this property within the Town's proposed UGB.

The Town's BOMA thanks the Franklin BOMA for its consideration and respectfully requests that the property owner's stated request, to be included in the Town's UGB, be honored.



File #: 21-01733

DATE: December 12, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2023-0049, With Trihedral For Updated Programming Support For VTSCADA For Water Department Operations

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a professional services agreement with Trihedral for licensing services related to the Trihedral software used for the Supervisory Control and Data Acquisition (SCADA) system used to monitor and operate all aspects of Water Management operations (treatment plants, wastewater collections, water distribution, etc.).

BACKGROUND/STAFF COMMENTS:

In 2018 the SCADA upgrades for the wastewater collection and water distribution were complete, along with the upgrades to the Water Treatment Plant. All of those upgrades utilized the same SCADA platform, VT SCADA, manufactured by Trihedral. As part of those upgrades, the licenses need renewal each year to ensure the City is receiving the most optimal programming that is available, in addition to security update features that are updated.

SCADA is used in the operations of the collection and distribution system, along with the operation of the Water Treatment Plant and the Water Reclamation Facility.

FINANCIAL IMPACT:

This renewal is for a cost of \$15,530.00 and is budgeted for in:
sewer collections operating fund (431-83550-52212),
water distribution operating fund (421-83550-52102),
water treatment plant operating fund (421-83550-52103), and the
water reclamation facility operating fund (431-83550-52213).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2023-0049 with Trihedral.

**AMENDMENT NO. 1 TO
PROCUREMENT AGREEMENT BETWEEN THE CITY OF
FRANKLIN, TENNESSEE AND TRIHEDRAL, A DELTA GROUP
COMPANY
COF CONTRACT NO. 2023-0049**

THIS AMENDMENT is made and entered into on this the _____ day of _____ 2023, by and between the **City of Franklin, Tennessee** ("City") and **Trihedral, A Delta Group Company** ("Service Provider").

WITNESSETH:

WHEREAS, the City and the Service Provider are parties to that certain Agreement COF Contract No. 2023-0049 ("Agreement") dated April 26, 2023; and

WHEREAS, the parties desire to amend the term to extend the Agreement another one (1) year, to terminate on January 19, 2025; and

WHEREAS, the parties desire to amend the Subscription Services as stated in Quote No. Q28426; and

WHEREAS, the parties desire to amend the Agreement to change the extend the term, amend the Subscription Services, and make certain other modifications as described herein. All other terms and conditions of the Agreement remain without modification.

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

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Agreement.
2. Services. The Services shall be amended as stated in Quote No. Q28426.
3. Term. The Term shall now terminate on January 19, 2025.
4. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.
5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
6. Counterparts; Electronic Signatures. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile, pdf, or other electronic means shall be deemed original signatures for all purposes hereunder.
7. All other terms and conditions of the Agreement remain without modification.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF FRANKLIN, TENNESSEE:

TRIHEDRAL, A DELTA GROUP COMPANY

By: _____
Eric S. Stuckey
City Administrator

By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

Approved as to Form:

J. Blake Harper
Staff Attorney

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
<http://www.trihedral.com>



Quotation

Quote Number Q28426
Terms Net 30 Days
Date 11-16-2023
Sales Person Mike Stark
Valid Until 01-19-2024
Tax Info. HST# 10538 9035
VAT# 717 1513 55
EIN # 26-0449423

Bill To

Michelle Hatcher
City of Franklin - TN
109 3rd Avenue South
Franklin, TN 37064
USA

Ship To

Michelle Hatcher
City of Franklin - TN
109 3rd Avenue South
Franklin, TN 37064
USA

Please allow up to two business days to process your order, and if applicable, include the Trihedral Quote # on your PO.

S/N 52050, 52051 - Franklin, TN / Water Distribution & Collection

#	Qty.	Product	Unit Price	Ext. Price
1	1	~*~VTScada 10K Dual Server Premium~*~ Renewal @15%	\$ 4,589.25	\$ 4,589.25
1	2	VTScada 10K - Development Runtime		
2	1	VTScada 10K - Thin Client - Unlimited		
3	2	VTScada 10K - Alarm Notification		
4	-1	Bundle Discount		

Current SupportPlus Expiry Date: January 19, 2024
Proposed SupportPlus Expiry Date: January 19, 2025
Bundle Value for Renewals: \$30,595.00

Group Totals

Subtotal: \$ 4,589.25
Total: \$ 4,589.25

S/N 52122 - Franklin, TN / WTP

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 5K - Development Runtime - Renewal @15%	\$ 989.25	\$ 989.25
2	1	VTScada 5K - Alarm Notification - Renewal @15%	\$ 314.25	\$ 314.25

Current SupportPlus Expiry Date: January 19, 2024
Proposed SupportPlus Expiry Date: January 19, 2025
License Value for Renewals: \$8,690.00

Group Totals

Subtotal: \$ 1,303.50
Total: \$ 1,303.50

S/N 52123 - Franklin, TN / WTP

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 5K - Runtime - Renewal @15%	\$ 509.25	\$ 509.25
2	1	VTScada 5K - Alarm Notification - Renewal @15%	\$ 314.25	\$ 314.25

Current SupportPlus Expiry Date: January 19, 2024
Proposed SupportPlus Expiry Date: January 19, 2025
License Value for Renewals: \$5,490.00

Group Totals

Subtotal: \$ 823.50
Total: \$ 823.50

S/N 55406 - Franklin, TN / WRF-OWS-01

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
<http://www.trihedral.com>

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 10K - Development Runtime - Renewal @15%	\$ 1,394.25	\$ 1,394.25
2	1	VTScada 10K - Thin Client - 5 Pack - Renewal @15%	\$ 1,754.25	\$ 1,754.25
3	1	VTScada 10K - Alarm Notification - Renewal @15%	\$ 374.25	\$ 374.25

Current SupportPlus Expiry Date: January 19, 2024
Proposed SupportPlus Expiry Date: January 19, 2025
License Value for Renewals: \$23,485.00

Group Totals

Subtotal: \$ 3,522.75
Total: \$ 3,522.75

S/N 55407 - Franklin, TN / WRF-OWS-02

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 10K - Runtime - Renewal @15%	\$ 704.25	\$ 704.25

Current SupportPlus Expiry Date: January 19, 2024
Proposed SupportPlus Expiry Date: January 19, 2025
License Value for Renewals: \$4,695.00

Group Totals

Subtotal: \$ 704.25
Total: \$ 704.25

S/N 55408 - Franklin, TN / WRF-OWS-03

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 10K - Runtime - Renewal @15%	\$ 704.25	\$ 704.25

Current SupportPlus Expiry Date: January 19, 2024
Proposed SupportPlus Expiry Date: January 19, 2025
License Value for Renewals: \$4,695.00

Group Totals

Subtotal: \$ 704.25
Total: \$ 704.25

Optional 24/7 Emergency Support

#	Qty.	Product	Unit Price	Ext. Price
1	1	24/7 Emergency Support	\$ 3,882.50	\$ 3,882.50

With the addition of 24/7 Emergency Support to your existing SupportPlus Service, help is always available. This service is intended for emergency issues directly associated with VTScada software. It does not cover application specific issues, over the phone training or advanced system design. It cannot replace training or the services of engineers, consultants or integrators.

Emergency Support can only be added to a valid SupportPlus contract and cannot be purchased as a standalone service. The cost of the service is 5% of the calculated software value with a minimum of \$1,460.00 per year.

24/7 support is limited to those licenses on which support has been purchased. Licenses comprised of distributed sub-systems affect system loads in a variety of ways and as such require support to be purchased on all connected components.

Group Totals

Subtotal: \$ 3,882.50
Total: \$ 3,882.50

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
<http://www.trihedral.com>

Quotation Totals

Currency:	US Dollar
Subtotal:	\$ 15,530.00
Total:	\$ 15,530.00

Notes

This quote is governed exclusively by the COF Contract No. 2023-0049 agreed to between the parties, dated April 26, 2023.

Please ensure the following statement is included on any forthcoming purchase orders so not to delay processing:

This purchase order is governed exclusively by the COF Contract No. 2023-0049 agreed to between the parties, dated April 26, 2023.

Quotation Accepted By

Quote Number	Q28426
Print Name	_____
Title	_____
Signature	_____
Date	_____

VTScada Software License Agreement (Standard Conditions) FL

1. In consideration of the development and availability for use of the VTScada Software, including any updates or amendments of the Software and, where applicable, the VTScadaLIGHT and VTS software of Trihedral Engineering Limited (the Software), the Customer and any third party using, or relying upon the operation of the Software pursuant to this Agreement, agree to the following terms and conditions.
2. The Software is licensed by Trihedral, Inc. (Trihedral) to the Licensee (the Customer) named in any associated sales order, or who has downloaded the Software, for possession and use solely in accordance with this VTScada Software License Agreement (Standard Conditions) (this Agreement). The Software is not sold by Trihedral to the Customer. This Agreement contains terms which limit the liability of Trihedral. In any event, installation of the Software upon a computer hardware system by the Customer will constitute irrevocable acceptance of the provisions of this Agreement.
3. Upon acceptance of this Agreement by the Customer, Trihedral grants to the Customer a perpetual, non-exclusive, worldwide license to use the Software in accordance with the provisions of this Agreement and the associated sales order, if any. Where the computer hardware system upon which the Software is installed is configured so as to function as virtual computers or virtual servers, except to the extent expressly authorized by any associated sales order, the license granted hereunder does not include the right to install or run simultaneously the Software on more than one virtual computer or virtual server. The term "virtual computer" includes one or more computers and includes partitioned computer segments, any of which are configured to run the Software concurrently with an operating computer system as a hot backup for failover application.
4. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer agrees that the possession and use of the Software is restricted to the operating condition that the maximum number of tags which are concurrently communicable with the Software will not exceed fifty during any period of operation of the Software.
5. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer agrees that the possession and use of the Software is restricted to the operating condition that the maximum cumulative number licenses of Software so licensed at facilities of the Customer and facilities of entities which are affiliated with the Customer will not exceed 10, without the written consent of Trihedral.
6. **WITH THE SOLE AND LIMITED EXCEPTION OF THE WARRANTIES EXPRESSLY PROVIDED IN CLAUSES 14 AND 15, TRIHEDRAL EXPRESSLY AND UNEQUIVOCALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR BOTH, IN ANY FORM, INCLUDING, BUT NOT LIMITED TO A WARRANTY OR CONDITION AS TO ANY STANDARD OF PERFORMANCE, A WARRANTY OR CONDITION AS TO MERCHANTABILITY AND A WARRANTY OR CONDITION AS TO FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WITH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL TRIHEDRAL HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY ARISING FROM THE FAILURE OF THE SOFTWARE TO MEET ANY STANDARD OF PERFORMANCE OR TO BE FIT FOR ANY PARTICULAR PURPOSE.**

Trihedral, Inc.

7. The Customer, agrees that the possession and use of the Software is restricted to the extent that such possession or use is in accordance with the specifications of the associated sales order issued by Trihedral, if any, as to scope of use, maximum number of concurrently installed or operating copies of the Software, tag limit, maximum number of communicating channels or remote telemetry devices, features of the Software authorized for activation by the Customer and any other limitations concerning the Software.
8. The Customer and all other persons using or relying upon this Software pursuant to this Agreement agree that the Customer and such other person will not copy, decompile, list or render otherwise than in machine readable form only the Software, provided that the Customer or such other person may make such copies as are reasonably necessary as backup copies for use only on installation on hardware systems as may be expressly authorized by any associated sales order. The Customer and such other party further agree not to permit or acquiesce in conduct on the part of third parties contrary to the provisions of this clause.
9. In the event that the Software, as delivered to the Customer by Trihedral should prove defective by reason of materials or the copying process within a period of one year from the effective date of this Agreement, Trihedral will replace the Software upon return of any physical medium upon which defective Software was delivered, and in all cases, the destruction of all electronically recorded copies of defective Software in the possession, or under the control of, the Customer. Replacement of the defective Software under such circumstances shall be the sole liability of Trihedral. In no event shall replacement be made if a defect in, or non-operability of, the Software is, in the opinion of Trihedral, the result of an attempt to copy, decompile or list in other than machine readable form the Software.
10. With the exception of the warranties expressly provided pursuant to clause 14 and clause 15 of this Agreement, in no event shall Trihedral have any liability to the Customer or any third party for any claims, damages or causes of action other than the replacement of the master copy of the Software in accordance with the provisions of clause 9.
11. The Customer and all other persons using or relying upon the Software pursuant to this Agreement agree that the Customer and such other person will perform such checks and verifications of the operation of the Software as may be reasonably necessary to ensure its proper functioning and that the Customer will exercise due diligence in the operation of the Software and the review of the results of the use of the Software, including the provision of such backup and fail-safe systems as may be required, to avoid loss, injury or damage to the Customer and any third party.
12. Unless otherwise agreed to in writing by Trihedral, and then only to the extent thereby provided, the Customer will ensure that the Software and all copies of the Software, including backup copies of the Software and copies of the Software delivered to sublicensees, where permitted, are labeled on medium and transmittal communication by, and display on screen at startup and during use of the Software, the complete copyright notice of Trihedral and the trademarks of Trihedral as prescribed by Trihedral at the time of delivery of the Software to the Customer, and as may be reasonably revised by Trihedral thereafter.

Trihedral, Inc.

13. The Customer will forthwith give notice in writing to Trihedral of any claim by a third party arising alleged infringement of intellectual property right with respect to the Software or the use of the Software, and will co-operate with Trihedral in the investigation and defense of such claim.
14. Trihedral warrants that the Software does not infringe the copyright or trade secret rights of a third party. Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established, provided that the Customer has performed completely its covenants in accordance with clause 12 and clause 13 of this Agreement.
15. Trihedral warrants that, to the best of information and belief, the Software does not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights in the Software, and with the sole exception of such warranty, Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Software.
16. In the event that the Software is, or in the opinion of Trihedral is likely to become, subject to a claim or action with respect to an alleged infringement of intellectual property rights of a third party, Trihedral may, at its option:
- (a) at the expense of Trihedral, procure the right for the Customer to continue use of the Software in accordance with this Agreement;
 - (b) at the expense of Trihedral, replace or modify the Software so that its use by the Customer in accordance with this Agreement will be non-infringing, provided that substantially the same function is performed by the replacement or modified Software; or,
 - (c) at the expense of Trihedral, contest such claim or action to such extent as Trihedral may in its absolute discretion consider reasonable and appropriate under the circumstances.
17. With respect to any license of the Software by Trihedral hereunder which is exclusive to the Customer, the Customer shall have the right in its sole discretion to bring and prosecute and to answer and defend any claim, action or suit arising from or relating to the Software in the exclusive territory of the Customer, solely in the name of the Customer, upon provision of written notice to Trihedral. In the event that a final judgment is awarded to the Customer as a result of any claim, action or suit prosecuted by the Customer, the Customer shall retain the entire judgment and such participation by the Customer will be at the sole cost and risk of the Customer. If such Customer elects not to bring and prosecute a claim related to the Software forthwith upon written notice from Trihedral to do so, then Trihedral at its sole expense and gain may undertake such legal proceedings as may in its absolute discretion be considered advantageous.

Trihedral, Inc.

COF Contract No. 2023-0049
VSLASCFL v1.2 2018-06-08

18. In no event shall the liability of Trihedral to the Customer or any other party extend to indirect or consequential damages.
19. To enable certain features of the Software, such as VTScada Slippy Maps, the Customer may choose to download third party data, images and software which are subject to license conditions or agreements governing use by the Customer. Compliance with such licensing and use agreements is strictly the responsibility of the Customer.
20. This Agreement shall be effective from the time of first installation of the Software by the Customer upon any hardware system. This Agreement may be terminated by the Customer at any time by so notifying Trihedral in writing and destroying the Software and all copies of the Software in the possession of the Customer or under the control of the Customer, in every form whatsoever. The license of the Customer to use the Software and any copies thereof terminates forthwith and without notice if there is a failure to comply with any term or condition of this Agreement. Such license may also be summarily terminated by Trihedral upon written notice to the Customer in the event of default of payment of compensation due to Trihedral for the licensing or sublicensing of the Software pursuant to an associated sales order, if any. Upon termination, the Customer and all other persons using or relying upon the Software pursuant to this Agreement shall immediately destroy the Software and all copies thereof.
21. Where the Customer obtains from Trihedral a license to an upgraded version of the Software which is intended to replace the Software licensed hereunder, this license will terminate upon installation and commissioning of such upgrade software, which will be subject to the terms and conditions of the end user license agreement then in effect, as may be designated by Trihedral, from time to time.
22. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer, this Agreement and the Software may be assigned exclusively or sublicensed exclusively to a third party. This Agreement and the Software may not be otherwise assigned, sublicensed or transferred to another party without the consent in writing of Trihedral.
23. Where the Software is installed on a computer or other device which is accessible by Internet connection, the Customer consents to Trihedral using features of the Software to obtain data concerning usage of the Software by the Customer solely for the purpose of analyzing and improving upon the quality and performance of the Software, and the Customer consents to the modification by Trihedral from time to time by such Internet connection of modules of the Software used to obtain such data. Trihedral will not disclose such data to a third party in any manner which may tend to identify the source or permit the data to be associated with any discrete source.
24. This Agreement shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.
25. The Customer consents to permit Trihedral at its discretion and expense to undertake from time to time audit of the use of the Software by the Customer or under or through the Customer, to confirm compliance with the terms and conditions of this Agreement, and without cost to

Trihedral, Inc.

Trihedral to co-operate to facilitate such audit. In the event that it is determined by such audit that the Customer is not, or has not been, in compliance with this Agreement, then Trihedral may, in addition to any other remedies to which Trihedral is entitled, terminate the licence to possess and use the Software granted by this Agreement, and recover the actual and reasonable cost of the audit from the Customer.

26. Where the Software has been acquired by the Customer without monetary payment to Trihedral, the Customer acknowledges that the provision by Trihedral of any support service with respect to the possession, installation or use of the Software will be at the absolute discretion of Trihedral. In all other cases, the obligation of Trihedral to provide support service with respect to the possession, installation or use of the Software will be in accordance with the provisions of any associated sales order or collateral support services agreement between the Customer and Trihedral.
27. In the event that any provision of this Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.
28. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida and the United States, excepting that the laws of Canada shall apply to any and all claims or causes of action arising out of intellectual property rights including, but not limited to, copyright, trademark rights and patent rights. The Customer consents to jurisdiction over it in the State of Florida and consents that venue for any state action arising under this Agreement will lie solely in the courts located in Orange County, Florida, and for any federal action will lie solely in the United States District Court for the Middle District of Florida, Orlando Division.

VSLASCFL v1.2 – 2018-06-08

Trihedral, Inc.

VTScada Software Standard Support Services Agreement (Standard Conditions)

1. In consideration of the provision by Trihedral, Inc. (Trihedral), of software technical and support services (the Services), which term will include any product of the Services) as specified in any quotation or sales order issued by Trihedral, or requested by the Customer by purchase order or otherwise, the Customer and any third party using, or relying upon the operation of software which is created, modified or adapted by the Services agree to the following terms and conditions of this agreement (the Agreement).
2. Software and software code which is created in the course of the performance of the Services is not sold by Trihedral to the Customer, but is licensed by Trihedral to the Customer named in the associated sales order, for possession and use solely in accordance with the terms and conditions of the VTScada Software License Agreement (Standard Conditions) Florida or other licensing agreement as may be expressly agreed in writing between Trihedral and the Customer.
3. Rights and obligations with respect to the Services are governed exclusively by this Agreement, except to the extent otherwise agreed in writing between Trihedral and the Customer.
4. The compensation payable to Trihedral by the Customer will be in accordance with the applicable Trihedral standard fees for technical support services in effect at the time of request for supply of services by the Customer, except to the extent otherwise stated in a quotation issued by Trihedral in respect of the Services or otherwise agreed in writing between Trihedral and the Customer.
5.
 1. Trihedral warrants to the Customer, subject to the limitations and exclusions of liability provided by this Agreement, that in rendering the Services, Trihedral will perform with a degree of care, skill and knowledge which is in accordance with generally accepted standards for the Services.
 2. In the event that a task comprising the Services is found by the Customer to be unsatisfactory within a 90-day period following completion of such task, and in contravention of the warranty in the preceding subsection, Trihedral will correct the task to enable satisfactory performance, if possible with reasonable commercial effort. Such correction to the extent of reasonable commercial effort will be the sole liability of Trihedral for any breach of warranty in the preceding subsection.
6. The Customer and all other persons using or relying upon the Services rendered pursuant to this Agreement agree that the Customer and such other person will perform such checks and verifications of the operation of the Services as may be reasonably necessary to ensure their proper functioning and that the Customer will exercise due diligence in the operation and the review of the results of the use of the Services, including the provision of such backup and fail-safe systems as may be required, to avoid loss, injury or damage.
7. The Customer will forthwith give notice in writing to Trihedral of any claim by a third party arising from alleged infringement of an intellectual property right with respect to the Services

Trihedral, Inc.

- or the use of the Services, and will cooperate with Trihedral in the investigation and defense of such claim.
8. Trihedral warrants that the Services do not infringe the copyright or trade secret rights of a third party. Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established, provided that the Customer has performed completely its covenants in accordance with section 7 of this Agreement.
 9. Trihedral warrants that, to the best of information and belief, the Services do not infringe any patent right of a third party, provided that the Customer has performed completely its covenants in accordance with section 7 of this Agreement. Trihedral does not provide any other warranty with respect to patent rights concerning the Services, and with the sole exception of the warranty as limited by this section, Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Services.
 10. In the event that the Services are, or in the opinion of Trihedral are likely to become, subject to a claim or action with respect to an alleged infringement of intellectual property rights of a third party, Trihedral may, at its option:
 - (a) at the expense of Trihedral, procure the right for the Customer to continue use of the Software in accordance with this Quote;
 - (b) at the expense of Trihedral, replace or modify the Services so that use by the Customer in accordance with this Agreement will be non-infringing, provided that substantially the same function is performed by the replacement or modified Services; or,
 - (c) at the expense of Trihedral, contest such claim or action to such extent as Trihedral may in its absolute discretion consider reasonable and appropriate under the circumstances.
 11. **WITH THE SOLE AND LIMITED EXCEPTION OF THE WARRANTIES PROVIDED IN SECTIONS 5, 8 AND 9 OF THE AGREEMENT, TRIHEDRAL EXPRESSLY AND UNEQUIVOCALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OR BOTH, IN ANY FORM, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF FITNESS. THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. IN NO EVENT SHALL TRIHEDRAL HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY ARISING FROM THE FAILURE OF THE SERVICES TO MEET ANY STANDARD OF PERFORMANCE OR TO BE FIT FOR ANY PARTICULAR PURPOSE.**
 12. **IN NO EVENT WILL THE LIABILITY OF TRIHEDRAL TO THE CUSTOMER OR ANY OTHER PARTY EXTEND TO INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.**
 13. **THE AGGREGATE LIABILITY OF TRIHEDRAL IN RESPECT OF ALL CLAIMS WITH RESPECT TO THIS AGREEMENT AND THE SERVICES, INCLUDING CLAIMS BASED IN TORT, IS ABSOLUTELY**

Trihedral, Inc.

COF Contract No. 2023-0049
VSSSSASCFL v. 1.2 2019-02-26

LIMITED TO THE AMOUNT OF COMPENSATION DUE TO TRIHEDRAL FOR THE PERFORMANCE OF THE SERVICES PURSUANT TO THIS AGREEMENT.

14. This Agreement may not be assigned, sublicensed or otherwise transferred to another party without the consent in writing of Trihedral.
15. This Agreement shall be binding upon the Customer, any other party using or relying upon the Services, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.
16. In the event that any provision of this Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect notwithstanding such.
17. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida and the United States, excepting that the laws of Canada shall apply to any and all claims or causes of action arising out of intellectual property rights including, but not limited to, copyright, trademark rights and patent rights. The Customer consents to jurisdiction over it in the State of Florida and consents that venue for any state action arising under this Agreement will lie solely in the courts located in Orange County, Florida, and for any federal action will lie solely in the United States District Court for the Middle District of Florida, Orlando Division.

VSSSSASCFL v 1.2 2019-02-26

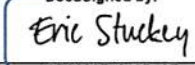
Addendum to Contract 2023-0049

This Addendum shall modify and supersede the attached document Contract 2023-0049 Trihedral (the "Contract") entered into on the 26 day of April, 2023, by the City of Franklin, Tennessee ("City") and Trihedral, Inc. ("Vendor"). The Contract together with this Addendum and the attached document(s) constitute the entire agreement ("Agreement"). Acceptance of payment as stated in the Contract constitutes Vendor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. **Indemnification and Limitations of Liability.** The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Vendor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
2. **Arbitration/Mediation.** No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Agreement. No arbitration or mediation shall be binding.
3. **Precedence.** In the event of conflict between this Addendum and the provisions of the Contract, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Contract is silent), take precedence unless such document expressly states that it is amending this Addendum.
4. **Entire Agreement.** The Agreement between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Agreement.
5. **Modification and Amendment.** The terms and conditions of this Agreement may not be changed except by an amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party.

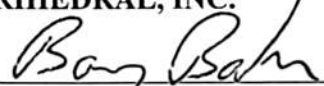
CITY OF FRANKLIN, TENNESSEE

DocuSigned by:

 Signature CD3688F4049D49E...

Eric Stuckey
 Print Name and Title

4/26/2023
 Date

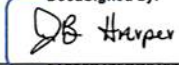
TRIHEDRAL, INC.


 Signature

Barry Baker, President
 Print Name and Title

April 26, 2023
 Date

Approved as to Form:

DocuSigned by:

 J. Blake Harper, Staff Attorney



File #: 21-05380

DATE: October 11, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Jessica Davey, Revenue & Licensing Manager
SUBJECT:

Consideration Of Procurement Award To Universal Collection Systems, Inc. Of Memphis, Tennessee In The Total Estimated Annual Amount Of \$26,437.20 For Debt Collection Services For City Revenue Management And The Office Of The City Court Clerk (Purchasing Office Procurement Solicitation No. 2024-001; Contract No. 2024-0005)

PURPOSE:

The purpose of this procurement is to purchase debt collection services for a term of award of three (3) years, with two (2) options to extend, each time for up to one (1) additional year. The debt collection services are utilized by the City for various indebtedness to the City including, but not limited to:

- utility service bills (water, wastewater, reclaimed, stormwater, and sanitation);
- court fees and fines;
- licenses and permits;
- taxes and assessments (very limited);
- other fees, fines, and penalties;
- recovery for damage to City property;
- legal judgments; and
- payments made to the City using checks or other negotiable instruments that are returned as “NSF” or other annotation indicating that the presenter did not honor the instrument.

BACKGROUND/STAFF COMMENTS:

The Board of Mayor and Aldermen voted on August 22, 2023 to approve Resolution No. 2023-59, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for debt collection services for a term of award.

The City published on August 31, 2023 a Notice to Proposers in the Williamson Herald for debt collection services. In addition, solicitation documents were sent on or about the same date directly to ten (10) potential proposers known or thought to be interested in this solicitation. Proposals from four (4) service providers were publicly opened at the submittal opening held on September 28, 2023. A tabulation of the proposals received for this solicitation is attached. It is worth noting that two of the

four proposals were incomplete and therefore were not evaluated.

Using evaluation criteria included in the request for proposals, the proposal evaluation team, consisting of staff of Revenue Management, Office of the City Court Clerk and Finance, recommended the City interview both firms submitting complete proposals. The evaluation criteria included in the request for proposals consisted of (a) method of collection (25%), (b) past experience (25%), (c) technical capacity (15%), (d) knowledge and experience in collection of subrogation and tort claim accounts (5%), and (e) financial strength (10%), and (f) cost of collection (20%).

The two finalists were subsequently invited to interview. Both firms accepted. However, during the course of the interview of one of the finalists, namely Online Information Services, the City was informed by that finalist that, contrary to the City stating within the City's Request for Proposals, "The cost of collection shall be recovered from the delinquent party to the extent such collection is possible, and any fees of the proposer shall be added by the proposer awarded the purchase directly to the delinquent party's account balance," Online Information Services would be unwilling to collect from the debtor the cost of collection fee charged by Online Information Services since it believes the City is prohibited by regulation from adding the cost of collection to the debtor's balance due. City staff then verified that, in fact, the City is not prohibited by regulation from adding the cost of collection to the debtor's balance due. The interview panel therefore discontinued further evaluation of the Online Information Services proposal.

After interviewing both finalists, using the same evaluation criteria included in the request for proposals, the interview panel (consisting of the same individuals as comprised the proposal evaluation team) recommends the City select the firm of Universal Collection Systems, Inc. of Memphis, Tennessee. The interview panel scored this firm's proposal top for all of the eligible points for the evaluation criteria included in the request for proposals.

A reference check by staff for Universal Collection Systems, Inc. has yielded favorable feedback.

FINANCIAL IMPACT:

The proposal ranked highest by the proposal evaluation team, from Universal Collection Systems, Inc. of Memphis, Tennessee, is in the total estimated annual amount of \$26,437.20 for the required debt collection services. As the collection fees are to be paid by the City customer for whom the City has referred the account to the service provider, these fees are not included in the City budget.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2024-0005, the proposal ranked highest by the interview panel, from Universal Collection Systems, Inc. of Memphis, Tennessee, in the total estimated annual amount of \$26,437.20 for the required debt collection services, and award this procurement to this proposer. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2024-0005 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the proposal from and award the procurement to Universal Collection Systems, Inc.

Tabulation of Submittals*

Purchasing Office Solicitation No.: 2024-001 (debt collection services)						
Notice to proposers published in the 8/31/23 <i>Williamson Herald</i> on:						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals: 10 / 4						
Date and time proposal due and publicly opened: 9/28/23 2:00 PM						
Present at opening of proposals: Tabitha Amstutz, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered: 1/9/24						
Proposals received from:	Is the proposal complete?	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Total estimated fee per year:	Proposal is offered through:
Ability Recovery Services, LLC Adam Butryn 284 Main Street Dupont, PA 18641 T: 570-207-1892, ext. 301 E: abutryn@ars-llc.biz	no, missing City's Ts & Cs, submittal form & affidavits, all as completed for proposer, and proposer's audited financial statement	not indicated	proposal not complete; therefore, not evaluated	n/a	not evaluated	not indicated
Fox Collection Center Tessa Foote, President 454 Moss Trail Goodlettsville, TN 37072 T: 615-543-2668 E: tfoote@foxcollection.com	no, proposer's financial statements as submitted are not audited	proposer takes no exceptions; however, proposer's Ts & Cs have not been reviewed by City	proposal not complete; therefore, not evaluated	n/a	not evaluated	1/31/2024
Online Information Services Scott Munn, Utility Sales Manager 685 W. Fire Tower Rd. P.O. Box 1489 Winterville, NC 28590 T: 800-234-7683 ext. 1606 E: smunn@onlineis.com	yes	proposer takes no exceptions; however, proposer's Ts & Cs have not been reviewed by City	86.50	proposer believes City is prohibited from adding the cost of collection to the debtor's balance due; therefore, not evaluated	not evaluated	2/14/2024
Universal Collection Systems, Inc. Eddie W. Shaw, Vice President 5240 Mendenhall Park Place Memphis, TN 38115 T: 901-508-0604 E: eddie@ucs-memphis.com	yes	proposer takes no exceptions	81.60	89.50	\$26,437.20	1/31/2024

*Shaded submittal is the submittal scored highest by the interview team



City of Franklin

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

File #: 21-04778

DATE: January 11, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Paul Holzen, Director of Engineering

SUBJECT:

Presentation On Road Impact Fee Study And Discussion Concerning DRAFT Ordinance 2023-41, An Ordinance To Amend Chapter 4 Of Title 16 Of The Franklin Municipal Code, Concerning Road Impact Fees

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the 2023 Road Impact Fee Study and the recommendations for updates to the City's Road Impact Fees.

BACKGROUND/STAFF COMMENTS:

As is routine and customary, City Staff periodically evaluate City policies with regard to road impact fees. As part of such evaluation, the City Staff consult the services of outside expert(s) and other interested parties to determine fees that are reasonable and prudent. The primary goal of such endeavor is to ensure the City's infrastructure adequately supports the growing needs of our community and to make recommendations that align with the best interests of our City and its residents.

Accordingly, in June 2023, City Staff completed a new Road Impact Fee Study under the consult of not one, but two, outside expert firms. The results of the study contain the following: (i) a recent history overview of the City's road impact fee, (ii) an overview of the City's current road impact fees, and (iii) a recommendation to update the City of Franklin road impact fee schedule and pertinent City ordinances.

Consultants from Benesch will provide a short overview of how the road impact fee formula works and answer any questions from the Board of Mayor and Alderman.

FINANCIAL IMPACT:

The 2023 Study indicates that the current fee structure falls short of the required funds to keep pace with pressing infrastructure needs. An update of the Road Impact Fees is crucial to bridge this funding gap and to assist in maintaining a funding source for essential road projects. The proposed

increase in Road Impact Fees is needed to ensure the burden of infrastructure costs is proportionally distributed among developers and their projects.

RECOMMENDATION:

Staff is seeking direction from the Board of Mayor and Alderman to determine how to proceed with DRAFT Ordinance 2023-41.

ORDINANCE 2023-41

AN ORDINANCE TO AMEND CHAPTER 4 OF TITLE 16 OF THE FRANKLIN MUNICIPAL CODE, CONCERNING ROAD IMPACT FEES.

WHEREAS, the Board of Mayor and Aldermen desires to set road impact fees to assure the provision of adequate arterial road improvements to serve such new development, by requiring the developer to pay the pro rata share of the cost of new road improvements or expansions reasonably attributable to such new development, based upon recent growth in residential and nonresidential developments; arterial road improvements actually constructed; changing levels of service and transportation needs; inflation; revised cost estimates for arterial road improvements; and changes in the availability of other funding sources for arterial road improvements; and

WHEREAS, the Board of Mayor and Aldermen commissioned and received a Road Impact Fee Update study conducted by Alfred Benesch & Co. dated January 5, 2024, that indicates a need to increase the Road Impact Fees in order to recover funds for the City's roadway infrastructure improvements more efficiently; and

WHEREAS, the Board of Mayor and Aldermen commissioned Duncan Associates to validate the methodology and data studied by Alfred Benesch & Co.; and

WHEREAS, the City of Franklin Municipal Charter, art. H, § 1 (38), as amended by Priv. Acts 1987, Ch. 54 and by Priv. Acts 1987, Ch. 117 (HB 1311) confers such power to increase Road Impact Fees.

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

SECTION I: That Appendix A, Title 16, of the City of Franklin Municipal Code is hereby amended to delete the "Road Impact Fees" and "Implementation of Fee Schedule" table and shall be replaced with the tables included as Exhibit A.

SECTION II: Beginning January 1, 2026, the City Administrator, Assistant City Administrator and City Engineer shall adjust the road impact fee annually. The adjustment shall be based on the percent change published by the National Highway Construction Cost Index (NHCCI) as published by the U.S. Department of Transportation Federal Highway Administration. The NHCCI was 2.860 for the first quarter of 2023 when this report was completed.

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 with the first phase being effective on July 1, 2024 and the second phase being effective on July 1, 2025, after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY

BY: _____
DR. KEN MOORE

City Administrator

Mayor

Approved as to Form

By: _____
William E. Squires
Assistant City Attorney

PASSED FIRST READING

PUBLIC HEARING

PASSED SECOND READING

Implementation of Road Impact Fees										
Land Use Type	Unit	Current Fees			Fee Effective July 1, 2024			Fee Effective July 1, 2025		
		Arterial	Collector	Total	Arterial	Collector	Total	Arterial	Collector	Total
Single-Family Detached	Dwelling	\$ 4,911	\$ 3,340	\$ 8,251	N/A	N/A	N/A	N/A	N/A	N/A
Single-Family Detached 1,999 SF or Less	Dwelling	N/A	N/A	N/A	\$ 9,800	\$ 2,113	\$ 11,913	\$ 12,813	\$ 2,762	\$ 15,575
Single-Family Detached 2,000 SF - 3,999 SF	Dwelling	N/A	N/A	N/A	\$ 10,926	\$ 2,355	\$ 13,281	\$ 15,064	\$ 3,247	\$ 18,311
Single-Family Detached 4,000 SF or More	Dwelling	N/A	N/A	N/A	\$ 11,421	\$ 2,461	\$ 13,883	\$ 16,054	\$ 3,460	\$ 19,514
Single-Family Attached 999 SF or Less	Dwelling	N/A	N/A	N/A	\$ 8,390	\$ 1,809	\$ 10,199	\$ 9,993	\$ 2,154	\$ 12,147
Single-Family Attached 1,000 SF - 1,999 SF	Dwelling	N/A	N/A	N/A	\$ 8,796	\$ 1,895	\$ 10,691	\$ 10,803	\$ 2,328	\$ 13,131
Single-Family Attached 2,000 SF or More	Dwelling	N/A	N/A	N/A	\$ 9,740	\$ 2,100	\$ 11,840	\$ 12,693	\$ 2,736	\$ 15,429
Multi-Family	Dwelling	\$ 3,112	\$ 2,121	\$ 5,233	\$ 7,208	\$ 1,555	\$ 8,763	\$ 10,111	\$ 2,181	\$ 12,292
Mobil Home Park	Site	\$ 2,338	\$ 1,592	\$ 3,930	\$ 6,958	\$ 1,499	\$ 8,457	\$ 10,683	\$ 2,301	\$ 12,984
Congregate Care Facility	Dwelling	\$ 1,093	\$ 743	\$ 1,836	\$ 2,550	\$ 551	\$ 3,101	\$ 3,590	\$ 776	\$ 4,366
Hotel/Motel	Room	\$ 2,567	\$ 1,750	\$ 4,317	\$ 5,049	\$ 1,090	\$ 6,139	\$ 6,547	\$ 1,414	\$ 7,961
Retail/Commercial										
Shopping Center/Gen. Retail	1,000 ft ²	\$ 6,484	\$ 4,394	\$ 10,878	\$ 14,133	\$ 3,061	\$ 17,195	\$ 19,325	\$ 4,186	\$ 23,511
Restaurant, Quality	1,000 ft ²	\$ 12,069	\$ 8,186	\$ 20,255	\$ 33,060	\$ 7,169	\$ 40,229	\$ 49,474	\$ 10,728	\$ 60,202
Restaurant, Fast Food	1,000 ft ²	\$ 17,442	\$ 11,862	\$ 29,304	\$ 40,426	\$ 8,765	\$ 49,191	\$ 56,769	\$ 12,308	\$ 69,077
Office/Institutional										
Office, General	1,000 ft ²	\$ 4,632	\$ 3,170	\$ 7,802	\$ 9,769	\$ 2,124	\$ 11,894	\$ 13,130	\$ 2,855	\$ 15,985
Hospital	1,000 ft ²	\$ 5,359	\$ 3,653	\$ 9,012	\$ 10,295	\$ 2,217	\$ 12,512	\$ 13,174	\$ 2,837	\$ 16,011
Nursing Home	1,000 ft ²	\$ 3,082	\$ 2,099	\$ 5,181	\$ 6,259	\$ 1,345	\$ 7,605	\$ 8,254	\$ 1,774	\$ 10,028
Church Elementary Sec. School	1,000 ft ²	\$ 3,258	\$ 2,218	\$ 5,476	\$ 5,378	\$ 1,154	\$ 6,532	\$ 6,248	\$ 1,340	\$ 7,588
Elementary/Sec. School	1,000 ft ²	\$ 1,606	\$ 1,091	\$ 2,697	\$ 3,723	\$ 803	\$ 4,526	\$ 5,227	\$ 1,127	\$ 6,354
Industrial										
Manufacturing	1,000 ft ²	\$ 2,030	\$ 1,389	\$ 3,419	\$ 5,039	\$ 1,095	\$ 6,134	\$ 7,269	\$ 1,580	\$ 8,849
Industrial Park	1,000 ft ²	\$ 3,636	\$ 2,484	\$ 6,120	\$ 5,093	\$ 1,104	\$ 6,198	\$ 5,157	\$ 1,118	\$ 6,275
Business Park	1,000 ft ²	\$ 6,613	\$ 4,519	\$ 11,132	\$ 14,116	\$ 3,068	\$ 17,184	\$ 19,087	\$ 4,149	\$ 23,236
Warehouse	1,000 ft ²	\$ 1,893	\$ 1,294	\$ 3,187	\$ 2,605	\$ 564	\$ 3,169	\$ 2,605	\$ 564	\$ 3,169
Mini-Warehouse	1,000 ft ²	\$ 885	\$ 602	\$ 1,487	\$ 1,715	\$ 373	\$ 2,088	\$ 2,209	\$ 480	\$ 2,689

Starting January 1, 2026, the City Administrator, Assistant City Administrator and City Engineer shall adjust the road impact fee annually. The adjustment shall be based on the percent change published by the National Highway Construction Cost Index (NHCCI) as published by the U.S. Department of Transportation Federal Highway Administration. The NHCCI was 2.860 for the first quarter of 2023 when this report was completed.



City of Franklin

Road Impact Fee Study Update

Technical Memorandum
January 5, 2024

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City of Franklin

Road Impact Fee Study Update

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Road Impact Fee Study Update

Introduction

To address transportation infrastructure costs associated with new growth, the City of Franklin implemented a roadway impact fee and is currently in the process of updating the impact fee technical study. The draft technical report summarizing results of this study was published by Duncan Associates in June 2023¹. As part of the update study, the City of Franklin retained Benesch to review the Duncan study approach and key impact fee variables. The review concluded that the overall approach of the study complied with impact fee legal requirements and included certain adjustments to the demand, cost, and credit data. This technical memorandum presents the results of this review and resulting road impact fee rates.

Demand Component

As part of this update and based on the request from the City, the Single Family Detached land use was tiered by square footage and a Single Family Attached land use (also tiered) was added to the road impact fee study. Additional details for the tiering analysis are included in Appendix A. The remaining elements of the demand component are from the Duncan study and were not reviewed in detail. Table 1 presents the demand variables used for each land use included in the City's impact fee schedule.

¹ *City of Franklin Road Impact Fee Study, June 2023, Duncan Associates*

Table 1: Travel Demand by Land Use

ITE Code	Land Use Type	Unit	Daily Trips/ Unit ⁽¹⁾	% Primary Trips	Arterials		Collectors	
					Trip Length	Daily VMT	Trip Length	Daily VMT
210	Single Family Det <1,500 sf	du	4.18	100%	3.41	14.25	0.70	2.93
210	Single Family Det 1,500-2,999 sf	du	4.79	100%	3.41	16.33	0.70	3.35
210	Single Family Det 3,000 sf or more	du	5.35	100%	3.41	18.24	0.70	3.75
215	Single Family Att <1,500 sf	du	3.42	100%	3.41	11.66	0.70	2.39
215	Single Family Att 1,500-2,999 sf	du	3.92	100%	3.41	13.37	0.70	2.74
215	Single Family Att 3,000 sf or more	du	4.37	100%	3.41	14.90	0.70	3.06
220	Multi-Family	du	3.37	100%	3.41	11.49	0.70	2.36
240	Mobile Home Park	site	3.56	100%	3.41	12.14	0.70	2.49
253	Congregate Care Facility	du	1.10	100%	3.71	4.08	0.76	0.84
310/320	Hotel/Motel	room	2.83	100%	2.63	7.44	0.54	1.53
Retail/Commercial								
820	Shopping Center/Gen. Retail	1,000 sf	18.50	43%	2.76	21.96	0.57	4.53
930	Restaurant, Sit-Down	1,000 sf	53.60	38%	2.76	56.22	0.57	11.61
934	Restaurant, Fast Food	1,000 sf	233.74	30%	0.92	64.51	0.19	13.32
Office/Institutional								
710	Office, General	1,000 sf	5.42	75%	3.67	14.92	0.76	3.09
610	Hospital	1,000 sf	5.38	75%	3.71	14.97	0.76	3.07
620	Nursing Home	1,000 sf	3.37	75%	3.71	9.38	0.76	1.92
560	Church	1,000 sf	3.80	75%	2.49	7.10	0.51	1.45
520/522/525	Elem/Sec. School	1,000 sf	9.94	24%	2.49	5.94	0.51	1.22
Industrial								
140	Manufacturing	1,000 sf	2.37	95%	3.67	8.26	0.76	1.71
130	Industrial Park	1,000 sf	1.68	95%	3.67	5.86	0.76	1.21
770	Business Park	1,000 sf	6.22	95%	3.67	21.69	0.76	4.49
150	Warehouse	1,000 sf	0.85	95%	3.67	2.96	0.76	0.61
151	Mini-Warehouse	1,000 sf	0.72	95%	3.67	2.51	0.76	0.52

Source: *City of Franklin Road Impact Fee Study, June 2023*, Duncan Associates

1) Source: Appendix A, Table A-5 for Single Family Detached and Table A-10 for Single Family Attached

Cost Component

The cost component measures the cost of providing transportation infrastructure in the City of Franklin. Local governments provide additional roadway capacity through a combination of improvements, such as new roads, lane additions, intersection improvements, etc. Impact fees should reflect this cost as accurately as possible. As shown in Table 2, historical and future improvements in the City of Franklin have, or will include, a combination of new roads, lane additions and intersection improvements and costs vary by type of improvement.

Benesch reviewed cost per capacity figures by type of projects, timing of projects (historical vs. future estimates) and used a weighted average of these projects to estimate the cost of providing additional transportation capacity.

To supplement this analysis, Benesch conducted a review of cost estimates provided by the City. Benesch estimates for these projects were in line with the City's estimates.

Finally, the City staff confirmed that this combination of projects represent "typical" projects that the City builds. In other words, the sample projects do not include outlier projects that are unlikely to occur frequently and have higher costs due to conditions specific to the improvement or the location of the improvement.

Table 2: Cost per Vehicle-Mile of Capacity

Project Name	Miles	Project/Rd Class	Capacity		New VMC	Total Eligible Cost	Cost/VMC
			Exist	Imprvd			
Carothers Parkway (S. Carothers Rd - Long Ln.)	2.73	Arterial / New 2 Ln Roadway	0	16,800	45,864	\$17,627,425	\$384
Hillsboro Rd. (Independence Square - Hillsboro Rd.)	0.83	Arterial / Widen From 2 Ln. to 3 Ln.	16,800	21,000	3,486	\$12,624,371	\$3,621
Mack Hatcher Pkwy (NW)	2.63	Expressway / New 2 Lane Roadway	0	24,100	63,383	\$61,068,723	\$963
Franklin Rd. (Harpeth River - Industrial Court)	0.61	Arterial / Widen From 2 Ln. to 3 Ln.	16,800	21,000	2,562	\$11,806,135	\$4,608
Jordan Road (Aspen Grove Dr. - Mallory Ln.)	0.26	Collector / From 2 to 3 Lanes	7,300	9,100	468	\$4,469,402	\$9,550
Columbia Ave (Mack Hatcher - Downs Blvd.)	1.22	Arterial / Widen From 3 to 5 Lanes	21,000	47,400	32,208	\$26,177,688	\$813
Long Ln. and Old Peytonsville Rd. Connector	1.33	Collector / New 2 Lane Collector	0	7,300	9,709	\$33,300,237	\$3,430
Mallory and Liberty Pike Intersection Project	0.65	Arterial / Widen from 4/3 Lns to 4 Lns	28,128	37,900	6,352	\$15,917,660	\$2,506
McEwen Drive Phase IV	1.36	Arterial / Widen From 2 Ln. to 4 Ln.	16,800	37,900	28,696	\$33,068,461	\$1,152
McEwen Drive Phase V (Wilson Pike to COF Limits)	1.01	Arterial / New 2 Ln Roadway	0	16,800	16,968	\$18,935,930	\$1,116
Carlisle Ln (SR96W-Mack Hatcher Pkwy)	0.82	Collector / Widen From 2 Ln. to 3 Ln.	7,300	9,100	1,476	\$12,504,000	\$8,472
Peytonsville Rd & Pratt Ln Int Improvements	0.40	Collector / Widen From 2 Ln. to 3 Ln.	7,300	9,100	720	\$10,972,866	\$15,240
Church St (Columbia to 1st Ave S)	0.42	Collector / Widen From 2 Ln. to 2 Ln.	7,300	9,100	756	\$8,476,400	\$11,212
Goose Creek Bypass Extension (Peytonsville Rd. to Long Ln.)	1.15	Arterial / New 4 Ln.	0	37,900	43,585	\$23,570,000	\$541
Carothers Parkway Ext. (Long Ln. to Future Goose Creek Bypass)	0.33	Arterial / New 4 Ln.	0	37,900	12,507	\$8,311,000	\$665
Aspen Grove Dr & Seaboard Ln Intersection Improvements	0.12	Collector / New 2 Ln. Collector	0	7,300	876	\$3,274,000	\$3,737
Carothers Pkwy (Falcon Creek Sub-SR96)	1.04	Arterial / Widen from 2 Ln. to 4 Ln.	16,800	37,900	21,944	\$24,209,164	\$1,103
Lewisburg Pike (Mack Hatcher Pkwy - Donaldson Creek)	0.79	Arterial / Widen from 2 Ln. to 4 Ln.	16,800	37,900	16,669	\$17,147,000	\$1,029
N Royal Oaks Blvd (Alexander Plz-Liberty)	0.61	Arterial / Widen from 3 Ln. to 4 Ln.	21,000	37,900	10,309	\$12,726,000	\$1,234
Carothers Pkwy (Long Ln - Falcon Creek Subd)	2.74	Arterial / Widen from 2 Ln. to 4 Ln.	16,800	37,900	57,814	\$15,250,000	\$264
Boyd Mill Ave (Downs Blvd - SR96W)	0.84	Collector / Widen From 2 Ln. to 3 Ln.	7,300	9,100	1,512	\$10,119,000	\$6,692
Clovercroft Rd (SR96 - Oxford Glen Dr)	1.40	Collector / Widen From 2 Ln. to 5 Ln.	7,300	18,100	15,120	\$20,790,000	\$1,375
West Main St (Natchez St to Downs Blvd)	0.71	Arterial / Widen from 2 Ln. to 3 Ln.	16,800	21,000	2,982	\$15,251,000	\$5,114
Columbia Ave (Downs Blvd to Fowlkes St)	0.72	Arterial / Widen from 2 Ln. to 3 Ln.	16,800	21,000	3,024	\$15,015,260	\$4,965
Mack Hatcher SE Widening	3.14	Arterial / Widen from 2 Ln. to 4 Ln.	16,800	37,900	66,254	\$51,040,000	\$770
Total	28.35				465,244	\$483,651,722	\$1,040

Source: City of Franklin and the *City of Franklin Road Impact Fee Study, June 2023*, Duncan Associates

Credit Component

In addition to the State and Federal revenue credits included in the Duncan study, a credit for outstanding road debt service payments was also included in this update. As shown in Table 3, only the non-impact fee portion of the debt service is eligible for the road impact fee credit calculation, which was calculated at approximately \$1.70 million per year.

Table 4 summarizes the State and Federal funding and debt service credit for the City of Franklin road impact fee calculations.

Table 3: Outstanding Road Debt Issues

Purpose	Principal	Interest	Total	Impact Fee Portion	Gen. Fund Portion	Years Remaining	Annual Non-IF
Bonds 2012 - \$22.5 million (various - Refunding)	\$4,335,000	\$280,810	\$4,615,810	\$4,615,810	\$0	4	-
Bonds 2017	\$10,539,175	\$4,189,635	\$14,728,810	\$0	\$14,728,810	14	\$1,052,058
Bonds 2019A - Refunding	\$7,299,040	\$3,100,955	\$10,399,995	\$0	\$10,399,995	16	\$650,000
Bonds 2019B - Refunding	\$5,880,270	\$1,232,020	\$7,112,290	\$7,112,290	\$0	6	-
Bonds 2019C - Refunding	\$12,104,400	\$3,507,315	\$15,611,715	\$15,611,715	\$0	9	-
Bonds 2019D - Taxable Refunding Bonds	\$834,200	\$51,907	\$886,107	\$886,107	\$0	4	-
Total	\$40,992,085	\$12,362,642	\$53,354,727				\$1,702,058

Source: City of Franklin

Table 4: State/Federal/Debt Funding Credit

Item	Arterials	Collectors	All Major Roads
Total State/Federal Capacity Funding, 2016-2028	\$125,801,585	\$0	\$125,801,585
÷ Years	13	13	13
Annual State/Federal Capacity Funding	\$9,677,045	\$0	\$9,677,045
Total Annual Debt Service	\$1,702,058	\$1,702,058	\$1,702,058
Total Annual State/Federal/Debt Funding	\$11,379,103	\$1,702,058	\$11,379,103
÷ Daily Vehicle-Miles of Travel (VMT)	1,029,084	212,310	1,241,394
Average Annual Funding per VMT	\$11.06	\$8.02	\$9.17
× Net Present Value Factor (20 Years)	14.47	14.47	14.47
State/Federal/Debt Funding Credit per VMT	\$160	\$116	\$133

Source: Table 3 for Total Annual Debt Service. All other variables are from the *City of Franklin Road Impact Fee Study, June 2023*, Duncan Associates

Road Impact Fee Calculation

Table 5 summarizes the updated cost and credit variables previously presented and the resulting net cost per daily VMT for each road classification.

Table 5: Net Cost per Vehicle-Mile of Travel

Item	Arterials	Collectors	All Major Roads
Average Cost per VMT	\$1,040	\$1,040	\$1,040
- State/Federal Funding Credit per VMT	-\$160	-\$116	-\$133
Net Cost per Daily VMT	\$880	\$924	\$907

Source: Table 2 and Table 4

Table 6 calculates road impact fee rates for the City of Franklin using the demand, cost, and credit data presented in this technical memorandum.

Table 6: Updated Net Cost Schedule

Land Use Type	Dev't Unit	VMT/Unit		Net Cost/VMT		Net Cost/Unit		Total
		Arterial	Collect.	Arterial	Collect.	Arterial	Collect.	
Single Family Det <1,500 sf	Dwelling	14.25	2.93	\$880	\$924	\$12,543	\$2,704	\$15,247
Single Family Det 1,500-2,999 sf	Dwelling	16.33	3.35	\$880	\$924	\$14,374	\$3,098	\$17,472
Single Family Det 3,000 sf or more	Dwelling	18.24	3.75	\$880	\$924	\$16,054	\$3,460	\$19,514
Single Family Att <1,500 sf	Dwelling	11.66	2.39	\$880	\$924	\$10,263	\$2,212	\$12,475
Single Family Att 1,500-2,999 sf	Dwelling	13.37	2.74	\$880	\$924	\$11,763	\$2,535	\$14,298
Single Family Att 3,000 sf or more	Dwelling	14.90	3.06	\$880	\$924	\$13,113	\$2,827	\$15,940
Multi-Family	Dwelling	11.49	2.36	\$880	\$924	\$10,111	\$2,181	\$12,292
Mobile Home Park	Site	12.14	2.49	\$880	\$924	\$10,683	\$2,301	\$12,984
Congregate Care Facility	Dwelling	4.08	0.84	\$880	\$924	\$3,590	\$776	\$4,366
Hotel/Motel	Room	7.44	1.53	\$880	\$924	\$6,547	\$1,414	\$7,961
Retail/Commercial								
Shopping Ctr/Gen. Retail	1,000 sq ft	21.96	4.53	\$880	\$924	\$19,325	\$4,186	\$23,511
Restaurant, Quality	1,000 sq ft	56.22	11.61	\$880	\$924	\$49,474	\$10,728	\$60,202
Restaurant, Fast Food	1,000 sq ft	64.51	13.32	\$880	\$924	\$56,769	\$12,308	\$69,077
Office/Institutional								
Office/General	1,000 sq ft	14.92	3.09	\$880	\$924	\$13,130	\$2,855	\$15,985
Hospital	1,000 sq ft	14.97	3.07	\$880	\$924	\$13,174	\$2,837	\$16,011
Nursing Home	1,000 sq ft	9.38	1.92	\$880	\$924	\$8,254	\$1,774	\$10,028
Church	1,000 sq ft	7.10	1.45	\$880	\$924	\$6,248	\$1,340	\$7,588
Elementary/Sec. School	1,000 sq ft	5.94	1.22	\$880	\$924	\$5,227	\$1,127	\$6,354
Industrial								
Manufacturing	1,000 sq ft	8.26	1.71	\$880	\$924	\$7,269	\$1,580	\$8,849
Industrial Park	1,000 sq ft	5.86	1.21	\$880	\$924	\$5,157	\$1,118	\$6,275
Business Park	1,000 sq ft	21.69	4.49	\$880	\$924	\$19,087	\$4,149	\$23,236
Warehouse	1,000 sq ft	2.96	0.61	\$880	\$924	\$2,605	\$564	\$3,169
Mini-Warehouse	1,000 sq ft	2.51	0.52	\$880	\$924	\$2,209	\$480	\$2,689

Source: Table 1 for VMT/Unit and Table 5 for Net Cost per VMT

Appendix A

Single Family Tiering Analysis

Single Family Residential Trip Generation Rate Tiering

As part of this study, the single family residential land use was separated in “single family detached” and “single family attached” land use and trip generation rate tiering was included to ensure equity by the size of a home. To facilitate this, an analysis was completed on the comparative relationship between housing size and household travel behavior. This analysis utilized data from the 2017 National Household Travel Survey (NHTS) and the 2021 American Housing Survey (AHS) to examine overall trip-making characteristics of households in the United States.

Single Family Detached

Table A-1 presents travel variables being utilized in the calculated road impact fee schedule for the single family (detached) land use. The 2017 NHTS database was used to assess average annual household vehicle miles of travel (VMT) for various annual household income levels. In addition, the 2021 AHS database was used to compare median annual family/household incomes with housing unit size. It is important to recognize that the use of the income variable in each of these databases is simply to provide a convenient linking mechanism between household VMT from the NHTS and housing unit size from the AHS.

Table A-1			
Calculated Single Family Detached Trip Characteristics			
Calculated Values Excluding Tiering	Trip Rate	Assessable Trip Length	Daily VMT
Single Family (Detached)	9.42	3.41	32.12

Source: *City of Franklin Road Impact Fee Study, June 2023*, Duncan Associates

The results of the NHTS and AHS analyses are included in Tables A-2 and A-3. First, the data shown in Table A-2 indicates that the average income in the U.S. for families/households living in housing units smaller than 1,500 square feet in size (\$51,697) is lower than the overall average income for the U.S. (\$66,289). In Table A-3, annual average household VMT was calculated from the NHTS database for several different income levels and ranges related to the resulting AHS income data in Table A-2.

Table A-2
Annual Income by Housing Size

2021 AHS Average Income Data by Housing Size	Annual Income ⁽¹⁾
Less than 1,500 sf	\$51,697
1,500 to 2,499 sf	\$74,416
1,500 to 2,999 sf	\$76,628
3,000 sf or more	\$93,260
Average of All Houses	\$66,289

Source: American Housing Survey for the United States in 2021

1) Weighted average of annual income for each tier

Table A-3
NHTS VMT Annual VMT by Income Category

2017 NHTS Travel Data by Annual HH Income	Annual VMT/HH	Days	Daily VMT	Ratio to Mean	Normalized to 1.054
Total (All Homes)	19,167	365	52.51	1.000	-
Average of \$51,697	17,934	365	49.13	0.936	0.888
Average of \$74,416	20,191	365	55.32	1.054	1.000
Average of \$76,628	20,546	365	56.29	1.072	1.017
Average of \$93,260	22,926	365	62.81	1.196	1.135

Source: 2017 National Household Travel Survey Database, Federal Highway Administration

To calculate a corresponding trip rate for the new tiers it was necessary to rely on comparative ratios. As an example, consider the \$51,697 annual income category. First, it was determined that the average annual household VMT for this income level is 17,934 miles. This figure was then compared to the overall average annual VMT per household in the U.S. and normalized to the average of the \$74,416 (20,191 miles) category to derive a ratio of 0.888. It should be noted that the \$74,416 (1,500 square feet to 2,499 square feet) category is not an impact fee tier, but rather the estimated average homes size that corresponds with the trip rate data shown in Table A-1.

Next, the normalized ratio was applied to the daily VMT for the average single family detached housing unit size (less than 1,500 square feet) to generate a daily VMT of 28.52 for the tier, as shown in Table A-4. This daily VMT figure was then divided by the proposed assessable trip length of 3.41 miles to obtain a trip generation rate of 8.36 trips per day.

Table A-4
Trip Generation Rate by Single Family Detached Land Use Tier

Estimation of Trip Rate by Tier	Trip Rate ⁽¹⁾	Assessable Trip Length ⁽²⁾	Daily VMT ⁽³⁾	Ratio to Mean ⁽⁴⁾
Single Family (Detached)				
Less than 1,500 sf	8.36	3.41	28.52	0.888
1,500 to 2,499 sf	9.42	3.41	32.12	1.000
1,500 to 2,999 sf	9.58	3.41	32.67	1.017
3,000 sf or more	10.69	3.41	36.46	1.135

1) Daily VMT (Item 3) divided by assessable trip length (Item 2) for each tier

2) Source: Table A-1

3) Ratio to the mean (Item 4) multiplied by the total daily VMT for the 1,500 to 2,499 sq tier

4) Source: Table A-3

Table A-5 illustrates the impact that the trip generation rate tiers have on the City's calculated roadway impact fee rates for the single family (detached) land use.

Table A-5
Net Impact Fee by Single Family Detached Land Use Tier

Impact of Tiering on Fee Schedule	Trip Rate ⁽¹⁾	Trip Rate Adjusted ⁽²⁾	Assessable Trip Length ⁽³⁾	Daily VMT ⁽⁴⁾	Net Fee ⁽⁵⁾
Single Family (Detached)					
Less than 1,500 sf	8.36	4.18	3.41	14.25	\$15,247
1,500 to 2,999 sf	9.58	4.79	3.41	16.33	\$17,472
3,000 sf or more	10.69	5.35	3.41	18.24	\$19,514

1) Source: Table A-4 Item 1)

2) Trip rate (Item 1) divided by two to reflect that every trip has an origin and destination

3) Source: Table A-1

4) Trip rate adjusted (Item 2) multiplied by the assessable trip length (Item 3)

5) Source: Table 6

Single Family Attached

Tables A-6 through A-10 present a similar tiering analysis for the single family attached land use.

Table A-6
Calculated Single Family Attached Trip Characteristics

Calculated Values Excluding Tiering	Trip Rate	Assessable Trip Length	Daily VMT
Single Family (Attached)	7.20	3.41	24.55

Source: Institute of Transportation Engineers (ITE) 11th Edition Handbook and the *City of Franklin Road Impact Fee Study, June 2023*, Duncan Associates

Table A-7
Annual Income by Housing Size

2021 AHS Average Income Data by Housing Size	Annual Income ⁽¹⁾
Less than 1,500 sf	\$51,697
1,000 to 1,999 sf	\$63,985
1,500 to 2,999 sf	\$76,628
3,000 sf or more	\$93,260
Average of All Houses	\$66,289

Source: American Housing Survey for the United States in 2021

1) Weighted average of annual income for each tier

Table A-8
NHTS VMT Annual VMT by Income Category

2017 NHTS Travel Data by Annual HH Income	Annual VMT/HH	Days	Daily VMT	Ratio to Mean	Normalized to 0.985
Total (All Homes)	19,167	365	52.51	1.000	-
Average of \$51,697	17,934	365	49.13	0.936	0.950
Average of \$63,985	18,877	365	51.72	0.985	1.000
Average of \$76,628	20,546	365	56.29	1.072	1.088
Average of \$93,260	22,926	365	62.81	1.196	1.214

Source: 2017 National Household Travel Survey Database, Federal Highway Administration

Table A-9
Trip Generation Rate by Single Family Attached Land Use Tier

Estimation of Trip Rate by Tier	Trip Rate ⁽¹⁾	Assessable Trip Length ⁽²⁾	Daily VMT ⁽³⁾	Ratio to Mean ⁽⁴⁾
Single Family (Attached)				
Less than 1,500 sf	6.84	3.41	23.32	0.950
1,000 to 1,999 sf	7.20	3.41	24.55	1.000
1,500 to 2,999 sf	7.83	3.41	26.71	1.088
3,000 sf or more	8.74	3.41	29.80	1.214

1) Daily VMT (Item 3) divided by assessable trip length (Item 2) for each tier

2) Source: Table A-6

3) Ratio to the mean (Item 4) multiplied by the total daily VMT for the 1,000 to 1,999 sq tier

4) Source: Table A-8

Table A-10
Net Impact Fee by Single Family Attached Land Use Tier

Impact of Tiering on Fee Schedule	Trip Rate ⁽¹⁾	Trip Rate Adjusted ⁽²⁾	Assessable Trip Length ⁽³⁾	Daily VMT ⁽⁴⁾	Net Fee ⁽⁵⁾
<i>Single Family (Attached)</i>					
Less than 1,500 sf	6.84	3.42	3.41	11.66	\$12,475
1,500 to 2,999 sf	7.83	3.92	3.41	13.37	\$14,298
3,000 sf or more	8.74	4.37	3.41	14.90	\$15,940

1) Source: Table A-9, Item 1

2) Trip rate (Item 1) divided by two to reflect that every trip has an origin and destination

3) Source: Table A-6

4) Trip rate adjusted (Item 2) multiplied by the assessable trip length (Item 3)

5) Source: Table 6



Road Impact Fee Discussion

Board of Mayor & Aldermen Work Session

January 23, 2024



Public Engagement

- 07/11/2023 – BOMA Work Session Presentation
- 08/02/2023 – Design Professionals Group
- 08/23/2023 – Commercial Real Estate Development Association (NAIOP)
- 09/13/2023 – Development Services Advisory Commission
- 09/14/2023 – Housing Commission Meeting
- 11/28/2023 – BOMA Work Session Presentation

Fee Schedule Comparison



Comparison of Current and Updated Fees Potential Fee Schedules							
Land Use Type	Unit	Current Fees			Updated Fees		
		Arterial	Collector	Total	Arterial	Collector	Total
Single-Family Detached	Dwelling	\$ 4,911	\$ 3,340	\$ 8,251	N/A	N/A	N/A
Single-Family Detached 1,999 SF or Less	Dwelling	N/A	N/A	N/A	\$ 12,813	\$ 2,762	\$ 15,575
Single-Family Detached 2,000 SF - 3,999 SF	Dwelling	N/A	N/A	N/A	\$ 15,064	\$ 3,247	\$ 18,311
Single-Family Detached 4,000 SF or More	Dwelling	N/A	N/A	N/A	\$ 16,054	\$ 3,460	\$ 19,514
Single-Family Attached 999 SF or Less	Dwelling	N/A	N/A	N/A	\$ 9,993	\$ 2,154	\$ 12,147
Single-Family Attached 1,000 SF - 1,999 SF	Dwelling	N/A	N/A	N/A	\$ 10,803	\$ 2,328	\$ 13,131
Single-Family Attached 2,000 SF or More	Dwelling	N/A	N/A	N/A	\$ 12,693	\$ 2,736	\$ 15,429
Multi-Family	Dwelling	\$ 3,112	\$ 2,121	\$ 5,233	\$ 10,111	\$ 2,181	\$ 12,292
Mobil Home Park	Site	\$ 2,338	\$ 1,592	\$ 3,930	\$ 10,683	\$ 2,301	\$ 12,984
Congregate Care Facility	Dwelling	\$ 1,093	\$ 743	\$ 1,836	\$ 3,590	\$ 776	\$ 4,366
Hotel/Motel	Room	\$ 2,567	\$ 1,750	\$ 4,317	\$ 6,547	\$ 1,414	\$ 7,961
Retail/Commercial							
Shopping Center/Gen. Retail	1,000 ft ²	\$ 6,484	\$ 4,394	\$ 10,878	\$ 19,325	\$ 4,186	\$ 23,511
Restaurant, Quality	1,000 ft ²	\$ 12,069	\$ 8,186	\$ 20,255	\$ 49,474	\$ 10,728	\$ 60,202
Restaurant, Fast Food	1,000 ft ²	\$ 17,442	\$ 11,862	\$ 29,304	\$ 56,769	\$ 12,308	\$ 69,077
Office/Institutional							
Office, General	1,000 ft ²	\$ 4,632	\$ 3,170	\$ 7,802	\$ 13,130	\$ 2,855	\$ 15,985
Hospital	1,000 ft ²	\$ 5,359	\$ 3,653	\$ 9,012	\$ 13,174	\$ 2,837	\$ 16,011
Nursing Home	1,000 ft ²	\$ 3,082	\$ 2,099	\$ 5,181	\$ 8,254	\$ 1,774	\$ 10,028
Church Elementary Sec. School	1,000 ft ²	\$ 3,258	\$ 2,218	\$ 5,476	\$ 6,248	\$ 1,340	\$ 7,588
Elementary/Sec. School	1,000 ft ²	\$ 1,606	\$ 1,091	\$ 2,697	\$ 5,227	\$ 1,127	\$ 6,354
Industrial							
Manufacturing	1,000 ft ²	\$ 2,030	\$ 1,389	\$ 3,419	\$ 7,269	\$ 1,580	\$ 8,849
Industrial Park	1,000 ft ²	\$ 3,636	\$ 2,484	\$ 6,120	\$ 5,157	\$ 1,118	\$ 6,275
Business Park	1,000 ft ²	\$ 6,613	\$ 4,519	\$ 11,132	\$ 19,087	\$ 4,149	\$ 23,236
Warehouse	1,000 ft ²	\$ 1,893	\$ 1,294	\$ 3,187	\$ 2,605	\$ 564	\$ 3,169
Mini-Warehouse	1,000 ft ²	\$ 885	\$ 602	\$ 1,487	\$ 2,209	\$ 480	\$ 2,689



Proposed Changes

- Adjust impact fee annually based on the U.S. Department of Transportation Federal Highway Administration National Highway Construction Cost Index (NHCCI).
- Incorporate different size single family detached and attached land use types.

Next Steps



December 2023

- Staff to Draft an update to the Road Impact Fee Ordinance.
- Consultant to provide staff with updated Road Impact Fee cost for the historic downtown area

January – February 2024

- Staff to present final Road Impact Fee Ordinance for BOMA review and approval.

Proposed Implementation For Discussion

July 1, 2024

- 1st Increase of Road Impact Fees.

July 1, 2025

- Implementation of 100% of the 2023 Impact Fee.

January 1, 2026

- Adjust fee based on the National Highway Construction Cost Index.

Implementation of RIF



Implementation of Road Impact Fees

Land Use Type	Unit	Current Fees			Fee Effective July 1, 2024			Fee Effective July 1, 2025		
		Arterial	Collector	Total	Arterial	Collector	Total	Arterial	Collector	Total
Single-Family Detached	Dwelling	\$ 4,911	\$ 3,340	\$ 8,251	N/A	N/A	N/A	N/A	N/A	N/A
Single-Family Detached 1,999 SF or Less	Dwelling	N/A	N/A	N/A	\$ 9,800	\$ 2,113	\$ 11,913	\$ 12,813	\$ 2,762	\$ 15,575
Single-Family Detached 2,000 SF - 3,999 SF	Dwelling	N/A	N/A	N/A	\$ 10,926	\$ 2,355	\$ 13,281	\$ 15,064	\$ 3,247	\$ 18,311
Single-Family Detached 4,000 SF or More	Dwelling	N/A	N/A	N/A	\$ 11,421	\$ 2,461	\$ 13,883	\$ 16,054	\$ 3,460	\$ 19,514
Single-Family Attached 999 SF or Less	Dwelling	N/A	N/A	N/A	\$ 8,390	\$ 1,809	\$ 10,199	\$ 9,993	\$ 2,154	\$ 12,147
Single-Family Attached 1,000 SF - 1,999 SF	Dwelling	N/A	N/A	N/A	\$ 8,796	\$ 1,895	\$ 10,691	\$ 10,803	\$ 2,328	\$ 13,131
Single-Family Attached 2,000 SF or More	Dwelling	N/A	N/A	N/A	\$ 9,740	\$ 2,100	\$ 11,840	\$ 12,693	\$ 2,736	\$ 15,429
Multi-Family	Dwelling	\$ 3,112	\$ 2,121	\$ 5,233	\$ 7,208	\$ 1,555	\$ 8,763	\$ 10,111	\$ 2,181	\$ 12,292
Mobil Home Park	Site	\$ 2,338	\$ 1,592	\$ 3,930	\$ 6,958	\$ 1,499	\$ 8,457	\$ 10,683	\$ 2,301	\$ 12,984
Congregate Care Facility	Dwelling	\$ 1,093	\$ 743	\$ 1,836	\$ 2,550	\$ 551	\$ 3,101	\$ 3,590	\$ 776	\$ 4,366
Hotel/Motel	Room	\$ 2,567	\$ 1,750	\$ 4,317	\$ 5,049	\$ 1,090	\$ 6,139	\$ 6,547	\$ 1,414	\$ 7,961
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