



Meeting Agenda

Work Session

Tuesday, March 26, 2024

4:30 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Event Permit For Blackberry Jam Music Festival Sponsored By Hard Bargain Association On June 29, 2024 At The Park At Harlinsdale Farm

Sponsors: Milissa Reiersen, Lisa Clayton, Monique McCullough

2. Consideration Of Event Permit For Franklin Classic Sponsored By Mercy Community Healthcare In Downtown Franklin On September 2, 2024

Sponsors: Milissa Reiersen, Monique McCullough

3. Consideration Of Event Permit For The Heritage Ball Sponsored By The Heritage Foundation At Eastern Flank Battlefield Park On October 5, 2024

Sponsors: Lisa Clayton, Milissa Reiersen, Monique McCullough

4. Consideration Of Special Event Permit For Wine Down Main Street Sponsored By The Boys and Girls Club In Downtown Franklin On November 2, 2024

Sponsors: Milissa Reiersen, Monique McCullough

5. Presentation And Discussion On Potential Phasing And Estimated Preliminary Cost Options For The "Old Peytonsville Road & Long Lane Bridge & Connector" (COF Project No. 2019-015)

Sponsors: Paul Holzen, Jonathan Marston

6. Presentation Of Additional Capital Projects Identified By The Board Of Mayor And Aldermen
WS 3/12/24

Sponsors: Paul Holzen, Lisa Clayton

7. *Consideration Of COF Contract No. 2024-0068, With Tennessee Department Of Transportation For The City Of Franklin's ADA Transition Plan Self-Certification

Sponsors: Mark Hilty, Kevin Townsel, Sara Sylvis

8. Consideration Of Ordinance 2023-41, An Ordinance To Amend Chapter 4 Of Title 16 Of The Franklin Municipal Code, Concerning Road Impact Fees
WS 1/23/24
Sponsors: Vernon Gerth, Paul Holzen
9. *Consideration Of Resolution 2024-17, A Resolution Rejecting The January 24, 2024 Construction Bid (COF Contract No. 2023-0129) For The "Liberty Park Bridge" Project (COF Project No. 2020-004)

Sponsors: Lisa Clayton, Paul Holzen, Jonathan Marston, David Hodnett, Shahad Abdulrahman
10. Consideration Of Ordinance 2024-12, An Ordinance To Amend Sec. 15-703 Of The Franklin Municipal Code Relative To Parking Enforcement

Sponsors: Shauna Billingsley
11. Consideration Of Ordinance 2024-13, An Ordinance To Amend Title 3, Chapter 2, Section 3-202 Of The Municipal Code Of The City Of Franklin To Adopt Electronic Citation Regulations And Fees

Sponsors: Deb Faulkner
12. *Consideration Of COF Contract No. 2023-0239, With STV, Inc. For City Hall Owners Representative

Sponsors: Eric Stuckey, Vernon Gerth, Mark Hilty
13. Presentation Of the Sanitation And Environmental Services Department Cost Of Service Study

Sponsors: Mark Hilty, Jack Tucker, Nate Ridley, Chris Franklin

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 #: 21-06338

DATE: March 11, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Lisa Clayton, Director of Parks
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Blackberry Jam Music Festival Sponsored By Hard Bargain Association On June 29, 2024 At The Park At Harlinsdale Farm

PURPOSE:

The purpose of this memorandum is to outline recommendations for an event permit for the Blackberry Jam Music Festival at Harlinsdale Farm on June 29, 2024.

BACKGROUND/STAFF COMMENTS:

Hard Bargain Association has requested an event permit for their annual Blackberry Jam Music Festival at the Park at Harlinsdale Farm on Saturday, June 29, 2024. The event features food trucks, kids activities, and music. The mission of Hard Bargain Association is to preserve the historic Hard Bargain neighborhood by renovating existing homes, building affordable housing, and enriching the lives of the residents. Hard Bargain Association is the oldest African American community in Franklin located in the heart of downtown Franklin. Although this is the 21st year for the event, this will be its first time at Harlinsdale. The event was previously held on private property (Boyd Mill Farm). The event is scheduled from 6 p.m. until 10 p.m. Estimated attendance is 2,500.

FINANCIAL IMPACT:

The applicant covers the cost of Parks staff, facility rental, and any damage that occurs during the event (including set-up and tear-down).

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

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

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Applicant will work with the Sanitation and Environmental Services department to determine need and cost for roll-out containers and/or dumpsters.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors
- After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

Parks Department:

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Applicant must work with Friends of Franklin Parks for the use of the Hayes Home for this event.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Hard Bargain Associations 21st Blackberry Jam Music Festival

2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Harlinsdale Farm

3. **Date or dates of event:** 06/29/2024

4. **Start/End Times of Event:**
6:00pm - 10:00pm

What date/time will set-up begin? 6/27/2024 8:00 AM

What date/time will tear-down be complete? 6/30/2024 5:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure** (if applicable):
N/A

6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 2,000 Event Staff/Volunteers:100 Total:2,500

7. **Name of applicant and Organization Requesting Permit:** Applicant / Organization Requesting Permit
Derrick Solomon
Hard Bargain Association
608 Mount Hope Street
Franklin, TN 37064
P:6159702369
F:6154353337
derrick@hardbargain.org

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :
- The mission of Hard Bargain Association is to preserve the historic Hard Bargain neighborhood by renovating existing homes, build high quality affordable housing, and enrich the lives of our neighbors. Hard Bargain Association is the oldest African American community in Franklin, TN history that is located in the heart of downtown Franklin. Hard Bargain Association's 21st Blackberry Jam Music Festival is a very safe family friendly, picnic style event that has taken place at the historic Boyd Mill Farm for two decades. All proceeds from this event goes to build and rehab homes for low to moderate income individuals and families with the historic community. HBA is in the process to exploring a new home for this annual event. We provide food, entertainment for the entire family. And a very fulfilled day to all our guest. Everyone attending will experience absolutely joy as we have traditionally done over two decades.
9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. **For large-scale events, a map or maps should be obtained from the City's GIS division.**
If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83
- Please detail any restricted parking areas on the event map.**
- Event Map:** [2024 blackberry jam fest .png](#)
10. **Person in charge on day of event:** Derrick L. Solomon
Cell: 6159702369 **E-mail address:** derrick@hardbargain.org
11. **Name and Cell Number of at least two others available on day of event:**
- | | | |
|------------------------------------|-----------------------------|---|
| Name: Emily Korab | Cell: 1-339-222-3122 | E-mail address: emily.korab@rjyoung.com |
| Name: Angela Gentry-Jackson | Cell: 1-615-887-1715 | E-mail address: reallegacyagent@gmail.com |
- 12.
- Please attach a list (in PDF format)** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of the organization and/or committee.
- Administrative Contact List:** [2024 Board and Committee List.xlsx](#)
13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
 IRS tax exemption letter: [501\(c\)\(3\) letter.pdf](#)
16. **Will you charge an admission fee?** Yes
 Average admission fee: 10.00
17. **Will you charge a vendor participation fee?** Yes
 Average vendor participation fee? 500.00
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
 What organization will be the benefactor of event? Hard Bargain Association
 What percentage of funds will they receive? 100
21. **Will parking in the area of the event need to be restricted or prohibited?** Yes
22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Food and Ice cream Truck. We donot have the list of trucks at this time.
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [Hard Bargain Associations Clean Up Plan.pdf](#)
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations:
Near the youth area.
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger much have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*

Good Neighbor Letter: [Hard Bargain Associations Good neighbor letter.pdf](#)

Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 5) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 6) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 7) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 8) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 9) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 10) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 11) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 12) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: *Demichiel L. Salomo* Date: 02/14/24
(Signature and title – must be officer of organization)

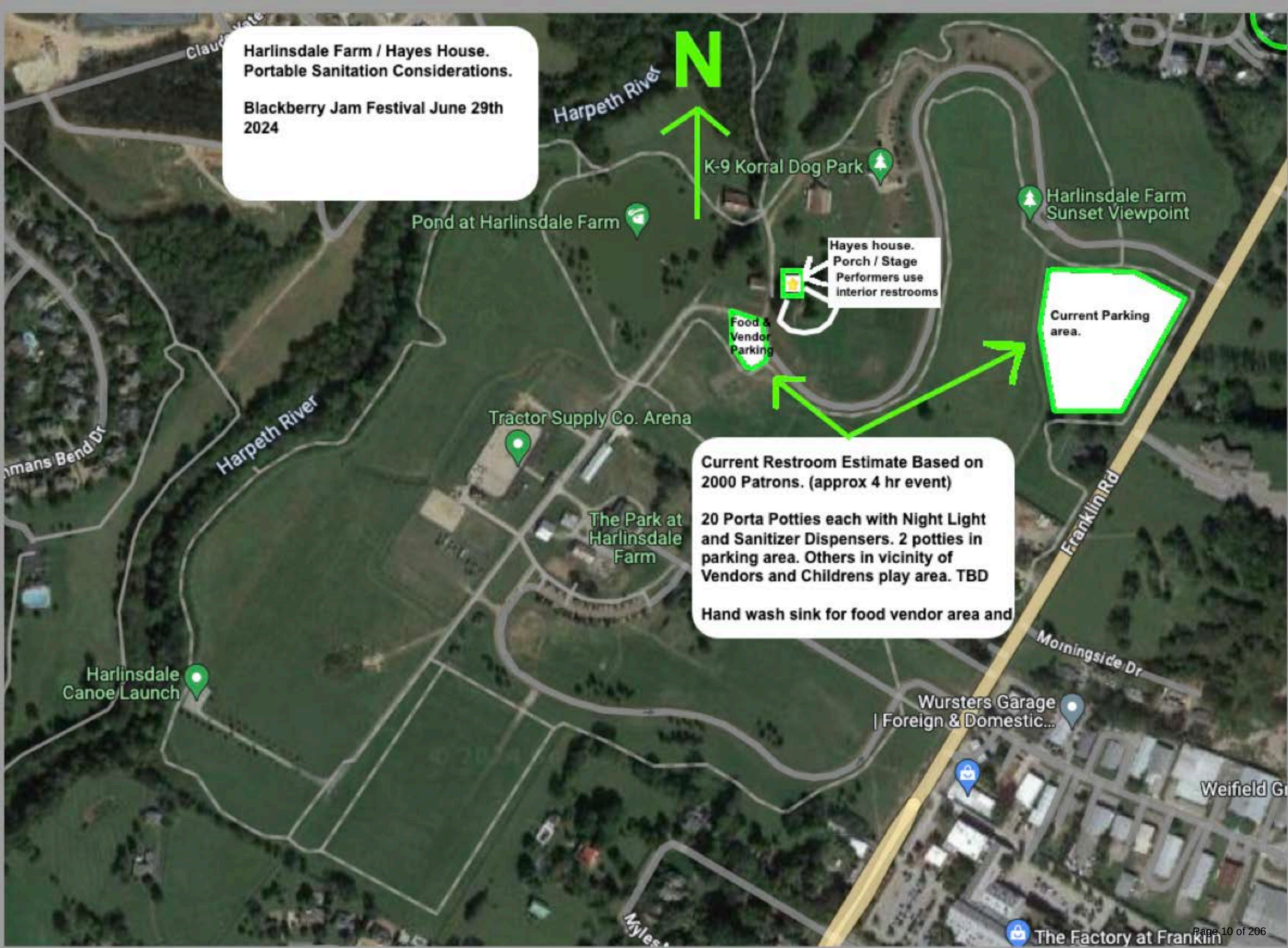
Approved by the Board of Mayor and Aldermen on _____, 20____

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

**Harlinsdale Farm / Hayes House.
Portable Sanitation Considerations.**

**Blackberry Jam Festival June 29th
2024**

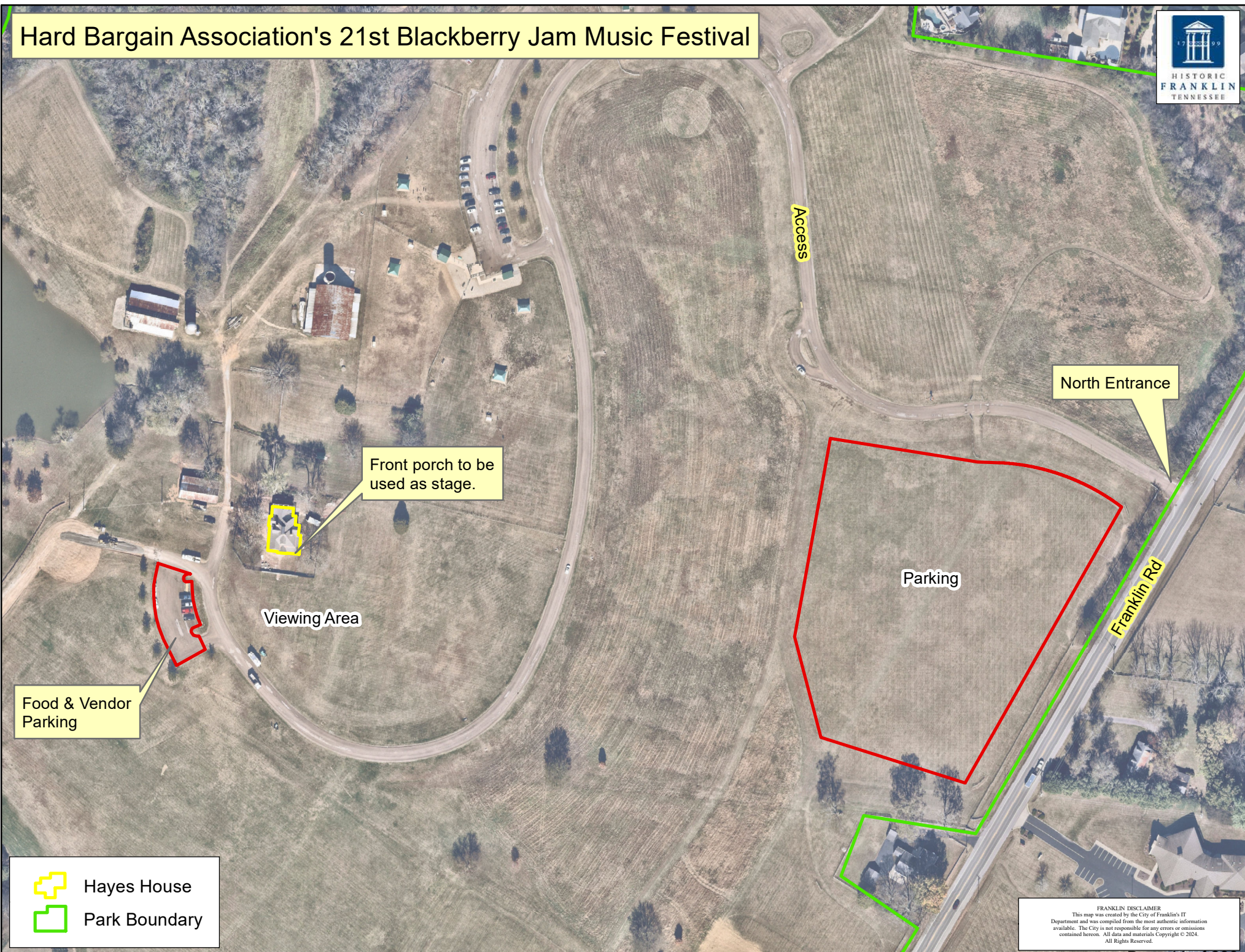


**Current Restroom Estimate Based on
2000 Patrons. (approx 4 hr event)**

**20 Porta Potties each with Night Light
and Sanitizer Dispensers. 2 potties in
parking area. Others in vicinity of
Vendors and Childrens play area. TBD**

Hand wash sink for food vendor area and

Hard Bargain Association's 21st Blackberry Jam Music Festival



- Hayes House
- Park Boundary

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2024. All Rights Reserved.

Event: Hard Bargain Associations 21st
Name: Blackberry Jam Music Festival



FORM 1

Signature: _____

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.



Signature: _____

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Derrick Solomon - Hard Bargain Association

Event Name: Hard Bargain Associations 21st Blackberry Jam Music Festival

Event Date(s): 06/29/2024

1. **Time amplification equipment will be used:** From: 4:00 PM To: 9:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
On the stage

Sound Amplification Map: [2024 blackberry jam fest .png](#)

3. **For what purpose will sound amplification be used?** *Please list all that apply:*
 - Announcements/Speeches
 - Band/Singers
 - Sound System
4. **Type of Amplifier:**
 - Fixed
5.

Number of Amplifiers: 2	Number of Speakers: 4	Number of Performers: N/A
--------------------------------	------------------------------	----------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Matt@bradymade.com	Cell: N/A	E-Mail: Matt@bradymade.com
Name: N/A	Cell: N/A	E-Mail: matt@bradymade.com

Authorized Signature: Derrick Solomon

Date: 02/14/2024

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

OGDEN UT 84201-0029

In reply refer to: 4077550286
July 11, 2014 LTR 4168C 0
83-0411768 000000 00

00032512

BODC: TE

HARD BARGAIN MT HOPE
REDEVELOPMENT INC
% BRANT BOUSQUET
PO BOX 545
FRANKLIN TN 37065-0545

Employer Identification Number: 83-0411768
Person to Contact: MS SINGLETON
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 16, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MARCH 2006.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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

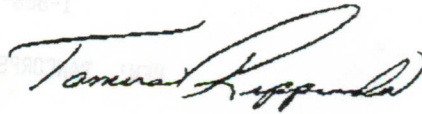
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077550286
July 11, 2014 LTR 4168C 0
83-0411768 000000 00
00032513

HARD BARGAIN MT HOPE
REDEVELOPMENT INC
% BRANT BOUSQUET
PO BOX 545
FRANKLIN TN 37065-0545

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

Sincerely yours,



Tamera Ripperda
Director, Exempt Organizations

Open Issues: 6

FIRE-Special Event

General Issues

2. Food Trucks

curt.edelmann@franklin.tn.gov Food trucks must meet the following requirements:

1. Food trucks are spaced 10-feet apart
2. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
5. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service

3. Mobile Food Vendor / Food Truck Video

curt.edelmann@franklin.tn.gov The fire department has a short video describing fire department requirements for mobile food vendors and food truck vendors. Please include this link in your vendor information packet.

<https://www.youtube.com/watch?v=-Wqp0xp-X9k&list=PLDC8BB691331C242B&index=1>

4. Vendor Tent Video

curt.edelmann@franklin.tn.gov The fire department has a short video explaining fire department requirements for vendors using pop-up tents. Note: This video applies only to small pop-up style tents. This video does not cover larger tents.

Please include this link to the video in your vendor information packet.

<https://www.youtube.com/watch?v=3NwA3Uo3Jng&list=PLDC8BB691331C242B&index=2>

5. Stages

curt.edelmann@franklin.tn.gov Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.

After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

6. Tents

curt.edelmann@franklin.tn.gov Tents must meet the following requirements.

1. A site diagram showing where the tent will be on site and clearly showing fire department access routes is required. The site diagram shall also show the location of all generators and heating and cooking equipment.
2. Provide floor plan of the tent showing the layout of all furniture and fixtures and all exits.
3. Tents are located no closer than 20-feet to a building or other tent the parks department strictly enforces this requirement at Harlinsdale.
4. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted. As a general rule-of-thumb, tents must have 5-pound to 10-pounds of anchoring per SF of tent. One 36-inch stake, properly installed, provides 800-pounds anchoring.
5. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
6. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
7. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
8. Pop-up vendor tents (nominal 10-feet x 10-feet) must have a minimum of 40-pounds of ballast on each pole.
9. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

Sanitation and Environmental Services

General Issues

1. Solid Waste Service

bobby.sullivan@franklin.tn.gov

Thank you for your clean-up plan document. Please keep SES notified of finalized plan. If unable to secure a waste contractor, SES can provide various options for waste containers. Eight (8) cubic yard dumpsters can be rented in the amount of \$110.00 per each container. Ninety Six (96) gallon rollout containers can be rented for \$5.63 per each container with a one time delivery/pickup fee of \$52.96. Any combination of dumpsters and 96 gallon rollout containers can be rented from SES.

Example- 30 containers @ \$5.63= 168.90 plus delivery/pickup \$52.96= Total \$221.86.

Example- 2X (8) cubic yard dumpsters @ \$110.00= \$220.00 (delivery/pickup included in total price)

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

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

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Applicant will work with the Sanitation and Environmental Services department to determine need and cost for roll-out containers and/or dumpsters.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors
- After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

Parks Department:

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Applicant must work with Friends of Franklin Parks for the use of the Hayes Home for this event.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department



File #: 21-06335

DATE: March 11, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Franklin Classic Sponsored By Mercy Community Healthcare In Downtown Franklin On September 2, 2024

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Franklin Classic sponsored by Mercy Community Healthcare in Downtown Franklin on September 2, 2024.

BACKGROUND/STAFF COMMENTS:

Mercy Community Healthcare has requested an event permit for the annual Franklin Classic Race Event on Labor Day (September 2, 2024).

The event consists of a 10K, 5K, and 1K Run/Walk and is expected to have 3,000 participants. All runs and walks begin and end on the Square. Streets around the square will close at 2:00 a.m. on September 2nd. The applicant expects to be done with tear-down at approximately 12 noon.

One hundred percent of the proceeds benefit Mercy Community Healthcare.

FINANCIAL IMPACT:

The applicant is responsible for extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods. Applicant will also post signs in affected neighborhoods at least 7 days before event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant will provide volunteers to assist with event
- Applicant has requested amplification on stages located on the Square. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Department will provide extra roll-outs for the applicant to use.
- Applicant will return all roll-outs (full or empty) to the alley behind Mellow Mushroom
- Applicant must clean up all trash along the route at the conclusion of the run.

Water Department:

- Applicant requests water taps on hydrants on the Square.

Fire Department/EMS:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Athletic/Recreation

1. **Name/purpose of event:** Mercy Community Healthcare Franklin Classic

2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):

The Franklin Classic start line, finish line, main stage, vendors, and more will be located in Franklins Public Square. The Start line for the 10K, 5K, and 1K fun run is located in Public Square, and runners take off northbound on 3rd Avenue upon the start of their race. Runners finish by heading up West Main Street and crossing the finish line as they enter Public Square. The Square, surrounding streets and race route streets will be closed for the event. See the attached map for the three race routes- below is a list of intersections where police, volunteers, or barricades will be blocking intersections.

3rd Ave N // Bridge St
 3rd Ave N // N Margin St
 N Margin St // 4th Ave N
 3rd Ave N // 5th Ave N
 5th Ave N // Del Rio Pike
 5th Ave N// Bridge St.
 Independence Square Exits/ Del Rio Pike
 Del Rio Pike // Magnolia Dr
 Del Rio Pike // Alexander Dr
 Alexander Dr // Lynn Ct
 Alexander Dr // Draper Ct
 Alexander Dr // Carver Ct
 Alexander Dr // Westfield Dr
 Westfield Dr // Fairmont Dr
 Westfield Dr // Hamlet Dr
 Westfield Dr // New Hwy 96 W
 New Hwy 96 W // Boyd Mill Ave
 Boyd Mill Ave // Jim Warren Park Entrance
 Culberson Blvd // Boyd Mill Ave
 Culberson Blvd/ Shawnee Dr
 Culberson Blvd // Petway Street
 Boyd Mill Ave // Glass Ln
 Boyd Mill Ave // Buckworth Ave
 Boyd Mill Ave // 11th Ave N
 11th Ave N // Fair St

11th Ave N // West Main St
11th Ave N// Hwy 96 West
West Main St // 10th Ave
West Main St // 9th Ave
West Main St // 8th Ave
West Main St // 7th Ave
Columbia Ave // 7th Ave
West Main St // 6th Ave
5 Points
Main St // 4th Ave
Del Rio Pke // Del Rio Ct
Del Rio Pke // Bancroft Way
Del Rio Pike // Rizer Point
Del Rio Pke // Poplar Grove Elementary Entrance
Del Rio Pke // Carlisle Ln
Carlisle Ln // Old Charlotte Pke E
Carlisle Ln // Cornerstone Cir
Carlisle Ln // Stone Mill Ln
Carlisle Ln // New Hwy 96 W
Boyd Mill Ave // Franklin Green
Boyd Mill Ave // Horton Ln
Boyd Mill Ave // Downs Blvd
Boyd Mill Ave // Vera Valley Rd
Boyd Mill Ave // Twin Oaks Dr

3. **Date or dates of event:** 09/02/2024

4. **Start/End Times of Event:**

The first race, the 10K, will begin at 6:30 AM, but announcements will begin between 6:00 AM and 6:15 AM. The second race, the 5k, will begin at 8:00 AM. The final race, the 1K Kids Fun Run, will begin at 9:00 AM. After awards and celebrations on the square, all participants will have exited the square by 11:00 AM and all vendors and others will be off the square by 11:30 AM.

What date/time will set-up begin? 9/2/2024 2:45 AM

What date/time will tear-down be complete? 9/2/2024 11:30 AM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure (if applicable):**

Streets around the square are to be closed at 2:45 AM on Labor Day, Sept. 2, 2024. Square set-up will be from 2:45 AM until 5:30 AM. All vehicles used for set-up must be off the square by 5:30 AM. Race route streets can be opened after the associated race is finished. The streets surrounding the square will remain closed until tear-down has been completed, by 11:30AM at the latest.

6. **An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 3,000 Event Staff/Volunteers:150 Total:3,150

7. **Name of applicant and Organization Requesting Permit: Applicant / Organization Requesting Permit**

Raye McDonald
Mercy Community Healthcare
1113 Murfreesboro Road Suite 319
Franklin, TN 37064
P:615-814-3412
rayem@mercytn.org

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :

The Mercy Franklin Classic is an annual 5K, 10K, and 1K walk/run held in downtown Franklin on Labor Day each year. The 2024 Mercy Franklin Classic marks the 25th year of this family-friendly community event. In 2023, the Franklin Classic had over 1,700 participants along with their families, friends, and other spectators. Runners of all ages are encouraged to take part in this annual Labor Day tradition, and the 1K Fun Run race allows kids to have a race of their own. Located in Franklin Square, there are many vendors and fun activities for families, including food trucks, a main stage with a family-friendly band, a fun Kids Zone, and much more.

Participants are encouraged to park in the 4th Avenue South Garage or the 2nd Avenue Garage or to find street parking on open streets surrounding downtown. Registration and packet pick-up for those unable to pick up their items prior to the race are located on 3rd Avenue South. A check-in area for staff and volunteers is located inside the entryway lobby to City Hall. Restrooms (approximately 30 rented porta-potties) are located across the street on 3rd Avenue South, lining the sidewalk. (See attached map for last years Franklin Square layout)

The Franklin Classic benefits Mercy Community Healthcare, a Franklin non-profit organization, delivering quality affordable healthcare to the community since 1999. Mercy provides healthcare for all ages with a focus on the underserved. This includes primary care, behavioral and mental health services like counseling and psychiatry, chronic disease management, and care coordination. Mercy assists patients in finding medical specialists and access to social services and basic needs. By offering a sliding scale, self-pay program to assist the uninsured and underinsured, Mercys staff opens their hearts to every patient and family. Mercy believes in integrated care body, mind, and spirit. They make long-term, lasting health possible for those in need.

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

If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83

Please detail any restricted parking areas on the event map.

Event Map: [New Franklin Classic Course Map 2023.jpg](#)

10. **Person in charge on day of event:** Raye McDonald

Cell: 615-598-1858

E-mail address: rayem@mercytn.org

11. **Name and Cell Number of at least two others available on day of event:**

Name: Emily Hoch

Cell: 260-433-4575

E-mail address: emilyh@mercytn.org

Name: Beth Rattray

Cell: 765-432-3178

E-mail address: bethr@mercytn.org

- 12.

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

Administrative Contact List: [Administrative Contact List 2024.docx](#)

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes

IRS tax exemption letter: [TAX EXEMPT EXP 2027 BLANK - FILL IN VENDOR DATE.pdf](#)

16. **Will you charge an admission fee?** No

Average admission fee:

17. **Will you charge a vendor participation fee?** Yes

Average vendor participation fee? 500

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

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No

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

What organization will be the benefactor of event? Mercy Community Healthcare

What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages **MUST** be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**

The Franklin Classic will host a plethora of vendors. In 2023 the Franklin Classic hosted 16 vendors on the square including fitness companies, food vendors, church partners, and more. Mercys sponsor packet for the Franklin Classic includes a variety of levels, most of which give sponsors the option to host a booth on the square. Mercy does not yet have a list of vendors for the Franklin Classic, but we will ensure to provide the list to the City of Franklin two weeks prior to the race.

25. **Will food, beverages, or merchandise be sold or given away?** Yes

Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider: [Franklin Classic cleanup plan 2024.docx](#)

26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** Yes

If yes, please list exact locations:

Mellow Mushroom

28. **Will alcohol, beer, and/or wine be given away or sold?** No

If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes

Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*

Good Neighbor Letter: [Good Neighbor Letter 2024.docx](#)

Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 5) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 6) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 7) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 8) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 9) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 10) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 11) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 12) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY:

Norothy Bullard, CAO
(Signature and title – must be officer of organization)

Date:

2-7-2024

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator



- 1 - St. Philip the Apostle Catholic Church
- 2 - StretchLab
- 3- The Exchange Running Collective
- 4 - Chrysler Dodge Jeep Ram Franklin
- 5 - Prize Tent
- 6 - Photo Backdrop
- 7 - The Fish
- 8 - Carbon Performance
- 9 - St. Paul Episcopal Church
- 10 - Fleet Feet
- 11 - Musician + MC Tent
- 12 - AlphaGraphic Tent + Truck
- 13 - Mercy Mobile/ Mercy Info Tent
- 14 - CCC Prayer Chapel
- 15 - Thriftsmart
- 16 - Jamba Juice
- ★ - Electrical Needs

10K/5K ROUTES

-  = 10K COURSE
-  = 5K COURSE
-  = 1K KIDS FUN RUN
-  = MILE MARKER
-  WATER
-  = WATER STOPS



Event Mercy Community Healthcare
Name: Franklin Classic



FORM 1

Signature: _____

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

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

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.



Signature: _____

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Raye McDonald - Mercy Community Healthcare

Event Name: Mercy Community Healthcare Franklin Classic

Event Date(s): 09/02/2024

1. **Time amplification equipment will be used:** From: 6:00 AM To: 10:30 AM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
Speakers on the stage located in the parking area between 3rd Ave N and W. Main Street.

Sound Amplification Map: [Franklin Classic 2023 Square Setup Map.png](#)

3. **For what purpose will sound amplification be used?** *Please list all that apply:*
 - Announcements/Speeches
 - Band/Singers
 - DJ
4. **Type of Amplifier:**
 - Mobile
5.

Number of Amplifiers: 1	Number of Speakers: 4	Number of Performers: 5
--------------------------------	------------------------------	--------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Beth Rattray	Cell: (765) 432-3178	E-Mail: bethr@mercytn.org
Name: Emily Hoch	Cell: (260) 433-4575	E-Mail: emilyh@mercytn.org

Authorized Signature: Raye McDonald

Date: 02/07/2024

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.



Franklin Classic Cleanup Plan 2024

In 2024, Mercy coordinated with the City of Franklin's Sanitation and Environmental Services department for waste management at the Franklin Classic. Our Facilities Maintenance Assistant, Zamir Maze, coordinated with the department, who delivered 20 trash cans behind Mellow Mushroom. Our team moved them strategically throughout the square, so runners had options to discard their trash. Trash for this event was primarily water bottles and small wrappers from snacks consumed after runners finished their races. Mercy's staff and volunteers made sure that all trash that missed the cans throughout the day was thrown away correctly.

All vendors who hosted booths were responsible for the clean-up of their booth area, but Mercy went through and made sure everything was taken down and, if need be, discarded appropriately. All garbage cans were returned to the place behind Mellow Mushroom where they were at the beginning of the race following the end of the event. The cleanup plan from 2023 worked well, and Mercy plans to utilize the same model in 2024 unless coordination with the Sanitation and Environmental services changes for this event.



STATE OF TENNESSEE DEPARTMENT OF REVENUE

RHONDA SIZEMORE
MERCY HEALTH SERVICES INC
1113 MURFREESBORO RD
FRANKLIN TN 37064-1306

Effective Date: July 1, 2023
Expiration Date: June 30, 2027
Account No: 1000074408-SLC
Exemption No: 1056221440
Facility Address:
MERCY HEALTH SERVICES, INC
1113 MURFREESBORO RD
FRANKLIN TN 37064-1306

Exempt Organizations or Institutions Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

Ensure this lower portion is properly completed and signed before presenting to a vendor.

Seller's Name

Seller's Address (City & State)

I, Rhonda Sizemore, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Rhonda Sizemore, CFO
Print Name of Authorized Representative

Rhonda Sizemore
Signature of Authorized Representative

Date

The supplier must maintain a copy of this document as evidence of the sales tax exemption.

Open Issues: 5

FIRE-Special Event

General Issues

2. Tents

curt.edelmann@franklin.tn.gov

- Tents must meet the following requirements.
1. A site diagram showing where the tent will be on site and clearly showing fire department access routes is required. The site diagram shall also show the location of all generators and heating and cooking equipment.
 2. Provide floor plan of the tent showing the layout of all furniture and fixtures and all exits.
 3. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply)
 4. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted. As a general rule-of-thumb, tents must have 5-pound to 10-pounds of anchoring per SF of tent. One 36-inch stake, properly installed, provides 800-pounds anchoring.
 5. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
 6. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
 7. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
 8. Pop-up vendor tents (nominal 10-feet x 10-feet) must have a minimum of 40-pounds of ballast on each pole.
 9. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

3. Vendor Tent Video

curt.edelmann@franklin.tn.gov The fire department has a short video explaining fire department requirements for vendors using pop-up tents. Note: This video applies only to small pop-up style tents. This video does not cover larger tents.

Please include this link to the video in your vendor information packet.

<https://www.youtube.com/watch?v=3NwA3Uo3Jng&list=PLDC8BB691331C242B&index=2>

4. Stages

curt.edelmann@franklin.tn.gov Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.

After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

5. Power Cords / Trip Hazards

curt.edelmann@franklin.tn.gov Locate power cords out of walking paths whenever possible. Cords crossing or located in walking paths must be covered by an approved ramp. When located in the curb gutter, power cord plugs must be located away from places where water may accumulate. Check all power cords before using them. Damaged power cords are not permitted.

Water hoses must also be covered when located in walking paths.

Sanitation and Environmental Services

General Issues

1. Solid Waste Containers

bobby.sullivan@franklin.tn.gov SES can provide 20 rollouts behind mellow mushroom for this event. Please coordinate with our office staff to generate a service request for this event at 615-794-1516. Solid waste container fees are based on \$5.63 per each container with a delivery/removal fee of \$52.96. Total cost for containers, delivery, and disposal of waste is \$165.56. Thank you for the opportunity to be of service.

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods. Applicant will also post signs in affected neighborhoods at least 7 days before event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant will provide volunteers to assist with event
- Applicant has requested amplification on stages located on the Square. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Department will provide extra roll-outs for the applicant to use.
- Applicant will return all roll-outs (full or empty) to the alley behind Mellow Mushroom
- Applicant must clean up all trash along the route at the conclusion of the run.

Water Department:

- Applicant requests water taps on hydrants on the Square.

Fire Department/EMS:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors



File #: 21-06336

DATE: March 11, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For The Heritage Ball Sponsored By The Heritage Foundation At Eastern Flank Battlefield Park On October 5, 2024

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Heritage Foundation's Heritage Ball.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation has requested the use of Eastern Flank Battlefield Park for their annual Heritage Ball scheduled for October 5th. The applicant has requested the use of the park from September 29th – October 8th. Estimated attendance is 800.

FINANCIAL IMPACT:

The applicant is responsible for the cost of staff, facility usage, and any damage that occurs during the event (including set-up and tear-down).

RECOMMENDATION:

Staff recommends approval with the following conditions:

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

Parks Department

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.

Risk Management:

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

Police Department:

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

Sanitation and Environmental Services Department:

- Applicant will lease dumpsters from the Sanitation and Environmental Services Department
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office

Building & Neighborhood Services Department:

- It will be necessary to pull an electrical permit and have an inspection for this event.

Revenue Management:

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



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Ball

- Name/purpose of event:** 51st Annual Heritage Ball
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Eastern Flank Battlefield Park, 1368 Eastern Flank Circle Franklin, TN 37064
- Date or dates of event:** 10/05/2024
- Start/End Times of Event:**
5:00pm - 12:00am

What date/time will set-up begin? 9/29/2024 8:00 AM

What date/time will tear-down be complete? 10/8/2024 5:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

- Time of Street Closure** (if applicable):
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 800 Event Staff/Volunteers:80 Total:880
- Name of applicant and Organization Requesting Permit:** Applicant / Organization Requesting Permit
Ian Hunt
Heritage Foundation
Po Box 723
Franklin, TN 37065
P:6155122552
ihunt@williamsonheritage.org
- DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :
The 51st Annual Heritage Ball

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. **For large-scale events, a map or maps should be obtained from the City's GIS division.** **If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83**

Please detail any restricted parking areas on the event map.

Event Map: [Heritage Ball Map.png](#)

10. **Person in charge on day of event:** Jayme Smith
Cell: 6155918500 **E-mail address:** jsmith@williamsonheritage.org
11. **Name and Cell Number of at least two others available on day of event:**
Name: Ian Hunt **Cell:** 615-415-1600 **E-mail address:** ihunt@williamsonheritage.org
Name: Leanne Portzel **Cell:** 310-359-5133 **E-mail address:** lportzel@williamsonheritage.org

12.

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

Administrative Contact List: [Important Staff Extensions.pdf](#)

13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [Sales and Use Tax Certificate of Exemption.pdf](#)
16. **Will you charge an admission fee?** Yes
Average admission fee: 500
17. **Will you charge a vendor participation fee?** No
Average vendor participation fee?
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? *Heritage Foundation of Williamson County*
What percentage of funds will they receive? *100*
21. **Will parking in the area of the event need to be restricted or prohibited?** Yes
22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

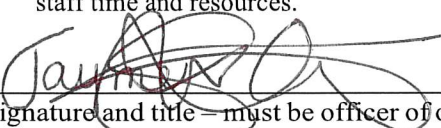
24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Amos Gott, Southern Events, PMC Parking, Quest Events, Nashville Tent and Awning Co, Posh Privy, Lighting Company - TBD, Sound Company - TBD, Catering Company - TBD
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [Clean Up Plan for Ball.pdf](#)
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** No
If yes, please list exact locations:
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Good Neighbor Letter Ball 2024.pdf](#)
Good Neighbor Letter Mailing List: [Dickens_CoF RESIDENT_Mailing List.xlsx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

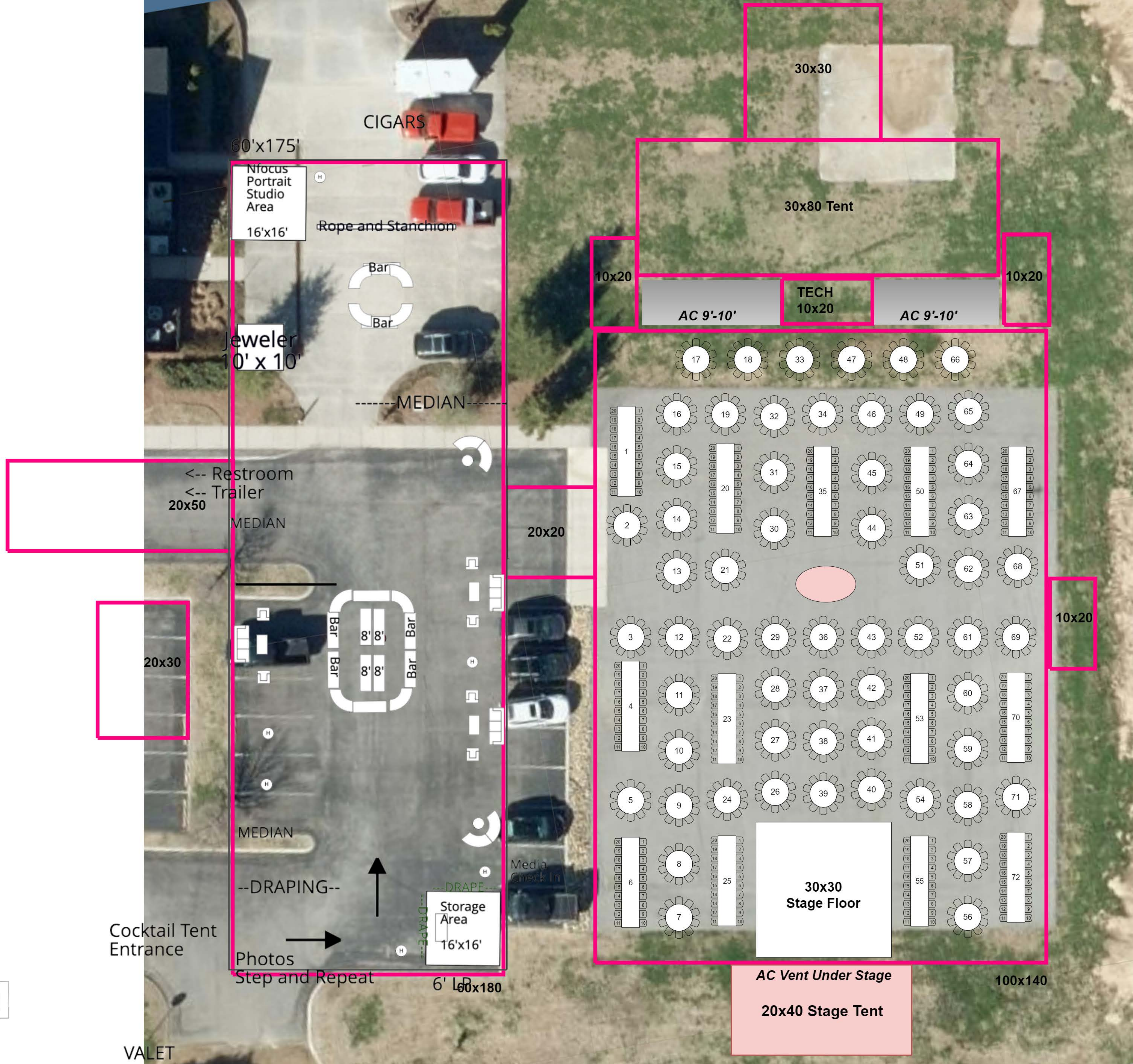
- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 5) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 6) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 7) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 8) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 9) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 10) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 11) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 12) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY:  Date: _____
(Signature and title — must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator



CIGARS

60'x175'

Nfocus
Portrait
Studio
Area

16'x16'

Rope and Stanchion



Jeweler
10' x 10'

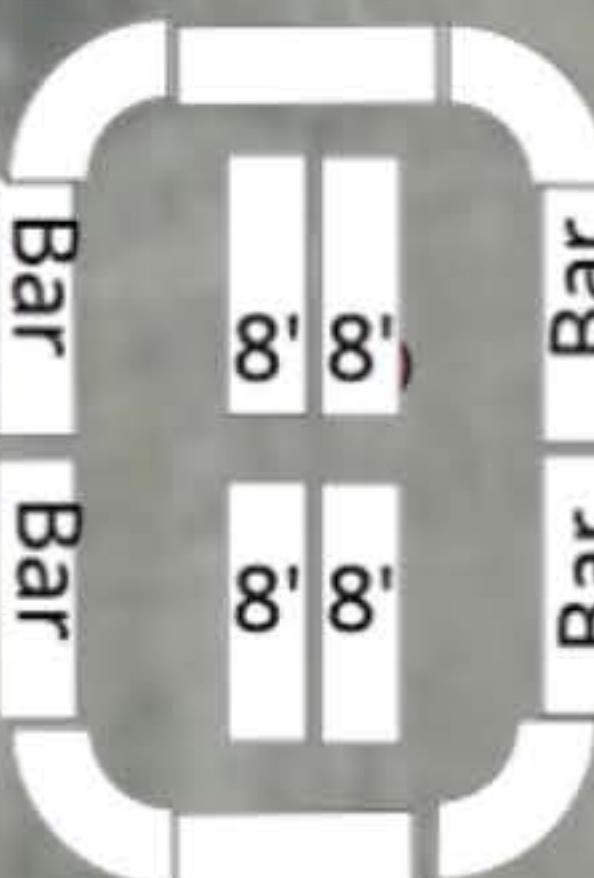
-----MEDIAN-----

<-- Restroom
<-- Trailer
20x50

MEDIAN

20x20

20x30



MEDIAN

--DRAPING--

Storage
Area
16'x16'

Media
Check In

Cocktail Tent
Entrance

Photos

Step and Repeat

6' LP 60x180

VALET

30x30

30x80 Tent

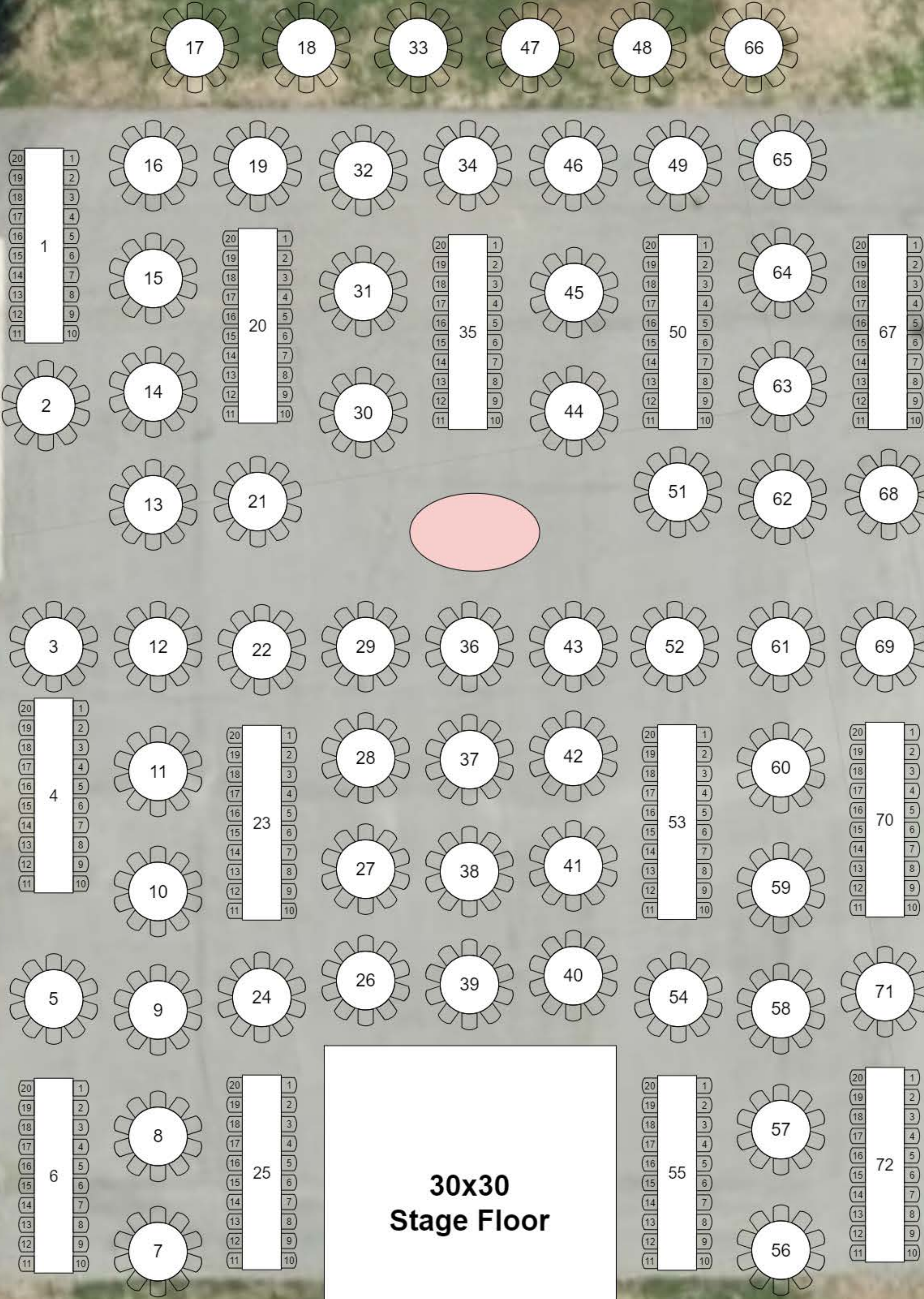
10x20

AC 9'-10'

TECH
10x20

AC 9'-10'

10x20



10x20

AC Vent Under Stage

20x40 Stage Tent

100x140

Event Name: 51st Annual Heritage Ball

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.



Signature: _____

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Ian Hunt - Heritage Foundation

Event Name: 51st Annual Heritage Ball

Event Date(s): 10/05/2024

1. **Time amplification equipment will be used:** From: 5:00 PM To: 11:55 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
On-stage in main dining tent

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

3. **For what purpose will sound amplification be used?** *Please list all that apply.*
 - Announcements/Speeches
 - Band/Singers
 - Sound System
4. **Type of Amplifier:**
 - Fixed
 - PA System
5.

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

Name: Jayme Smith	Cell: 615-390-5325	E-Mail: jsmith@williamsonheritage.org
Name: Ian Hunt	Cell: 615-415-1600	E-Mail: ihunt@williamsonheritage.org

Authorized Signature: Ian Hunt

Date: 02/12/2024

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.



Work with the City of Franklin to coordinate the clean-up for all events including:

1. Clear communication to Sanitation Department
2. Clear communication and access to grease bins for food vendors
3. Clear communication to all other vendors

We will work to meet the needs and requirements set forth by the City of Franklin in the special planning sessions both before and after event application approval.

Thanks,

Jayne Smith
Director of Event Management
The Heritage Foundation of Williamson County
jsmith@williamsonheritage.org



STATE OF TENNESSEE DEPARTMENT OF REVENUE

HERITAGE FOUNDATION OF FRANKLIN &
WILLIAMSON COUNTY
PO BOX 723
FRANKLIN TN 37065-0723

Effective Date: July 1, 2023
Expiration Date: June 30, 2027
Account No: 1000054936-SLC
Exemption No: 1860245760
Facility Address:
HERITAGE FOUNDATION OF FRANKLIN &
WILLIAMSON COUNTY
209 E MAIN ST
FRANKLIN TN 37064-2517

Exempt Organizations or Institutions Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

Ensure this lower portion is properly completed and signed before presenting to a vendor.

Seller's Name

Seller's Address (City & State)

I, Troy L Cunningham, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Troy L Cunningham
Print Name of Authorized Representative

Troy L Cunningham
Signature of Authorized Representative

07/01/2023
Date

1. Solid Waste Containers

bobby.sullivan@franklin.tn.gov SES can provide dumpsters for this event. In previous years, SES has delivered two (2) eight cubic yard containers prior to the event and removed the containers after the event has concluded. Price per dumpster is \$110.00 each. Please coordinate with SES by contacting our office at 615-794-1516. Dumpsters can be scheduled for delivery after invoicing. Thank you.

Staff Conditions:

Staff recommends approval with the following conditions:

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

Parks Department

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Applicant will call 811 (“Call Before You Dig”) before placing any stakes into the ground.

Risk Management:

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

Police Department:

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

Sanitation and Environmental Services Department:

- Applicant will lease dumpsters from the Sanitation and Environmental Services Department
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal’s office

Building & Neighborhood Services Department:

- It will be necessary to pull an electrical permit and have an inspection for this event.

Revenue Management:

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



File #: 21-06337

DATE: March 11, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Wine Down Main Street Sponsored By The Boys and Girls Club In Downtown Franklin On November 2, 2024

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Wine Down Main Street event sponsored by the Boys and Girls Club in Downtown Franklin on November 2, 2024.

BACKGROUND/STAFF COMMENTS:

The Boys & Girls Club of Middle Tennessee has requested an Event Permit for the Annual Wine Down Main Street event (WDMS) scheduled for November 2, 2024. WDMS is a ticketed event that allows patrons with tickets to sample wines located in various locations along Main Street. Attendees must be 21+ and show valid I.D. Event will include a stage with live music at Five Points. Requested closure is 3 p.m. until 11 p.m. Estimated attendance is 2,000. All proceeds benefit the Boys & Girls Club of Middle Tennessee Fairview and Franklin clubs.

FINANCIAL IMPACT:

The applicant is responsible for Sanitation & Environmental Services costs and extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.
- Applicant will advertise a “safe ride” initiative

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured. Certificate should include liquor liability.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant has requested amplification on two stages located within the event footprint. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Applicant will pay for clean-up crew during the event

Revenue Management:

- Obtain beer permit from the City of Franklin (if needed) and special event liquor license from ABC.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding site plan, tents, stages, and mobile food vendors



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Wine Tasting

- Name/purpose of event:** 23rd Annual Wine Down Main Street
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Historic Downtown Franklin Fifth Avenue to Second Avenue, Third and Fourth Avenue, Franklin Public Square
- Date or dates of event:** 11/02/2024
- Start/End Times of Event:**
7-10 PM General Admission (VIP starts at 6 PM)

What date/time will set-up begin? 11/2/2024 1:00 PM

What date/time will tear-down be complete? 11/2/2024 11:30 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

- Time of Street Closure** (if applicable):
3:00-11:30 PM
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 2,000 Event Staff/Volunteers: 300 Total: 2,300
- Name of applicant and Organization Requesting Permit: Applicant / Organization Requesting Permit**
Denise Carothers
Boys & Girls Clubs of Middle Tennessee
129 West Fowlkes Street, 1000
Franklin, TN 37064
P: 6156288188
.....
dcarothers@bgcmt.org

- DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :
Lipman Brothers, Nashville's oldest and largest distributor of wine and spirits is the official wine sponsor. This unique wine tasting event takes place along historic Main Street in downtown Franklin, Tennessee. More than 30 shops will play host to wines from around the world. Participants taste wines, shop, and sample food from area restaurants all while listening to great live music. Proceeds from sponsorships and ticket sales for this event will benefit the Boys & Girls Clubs of Middle Tennessee. A Rain or Shine Event! Must be 21+ to enter and show a valid ID

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. **For large-scale events, a map or maps should be obtained from the City's GIS division.** **If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83**

Please detail any restricted parking areas on the event map.

Event Map: [Tasting Stations Map.pdf](#)

10. **Person in charge on day of event:** Denise Carothers

Cell: 615-509-9285

E-mail address: dcarothers@bgcmt.org

11. **Name and Cell Number of at least two others available on day of event:**

Name: Oliver Arney

Cell: 615-496-1546

E-mail address: oarney@bgcmt.org

Name: Susannah Shumate

Cell: 615-601-5822

E-mail address: sshumate@bgcmt.org

- 12.

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

Administrative Contact List: [WDMS ADMIN Contact List.xlsx](#)

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes

IRS tax exemption letter: [Sales Tax Exemption Expires 063027.pdf](#)

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

Average admission fee: 85

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

Average vendor participation fee?

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

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

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

What organization will be the benefactor of event? Boys & Girls Clubs of Middle Tennessee

What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Local restaurants will be in food tents. In addition some of our corporate sponsors might have tents.
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on-site during event. See Question #26.
Clean Up Plan and Provider: [Clean Up Plan.docx](#)
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** No
If yes, please list exact locations:
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [goodneighborletter.docx](#)
Good Neighbor Letter Mailing List: [goodneighborletter.docx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 5) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
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- 12) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: _____

(Signature and title – must be officer of organization)

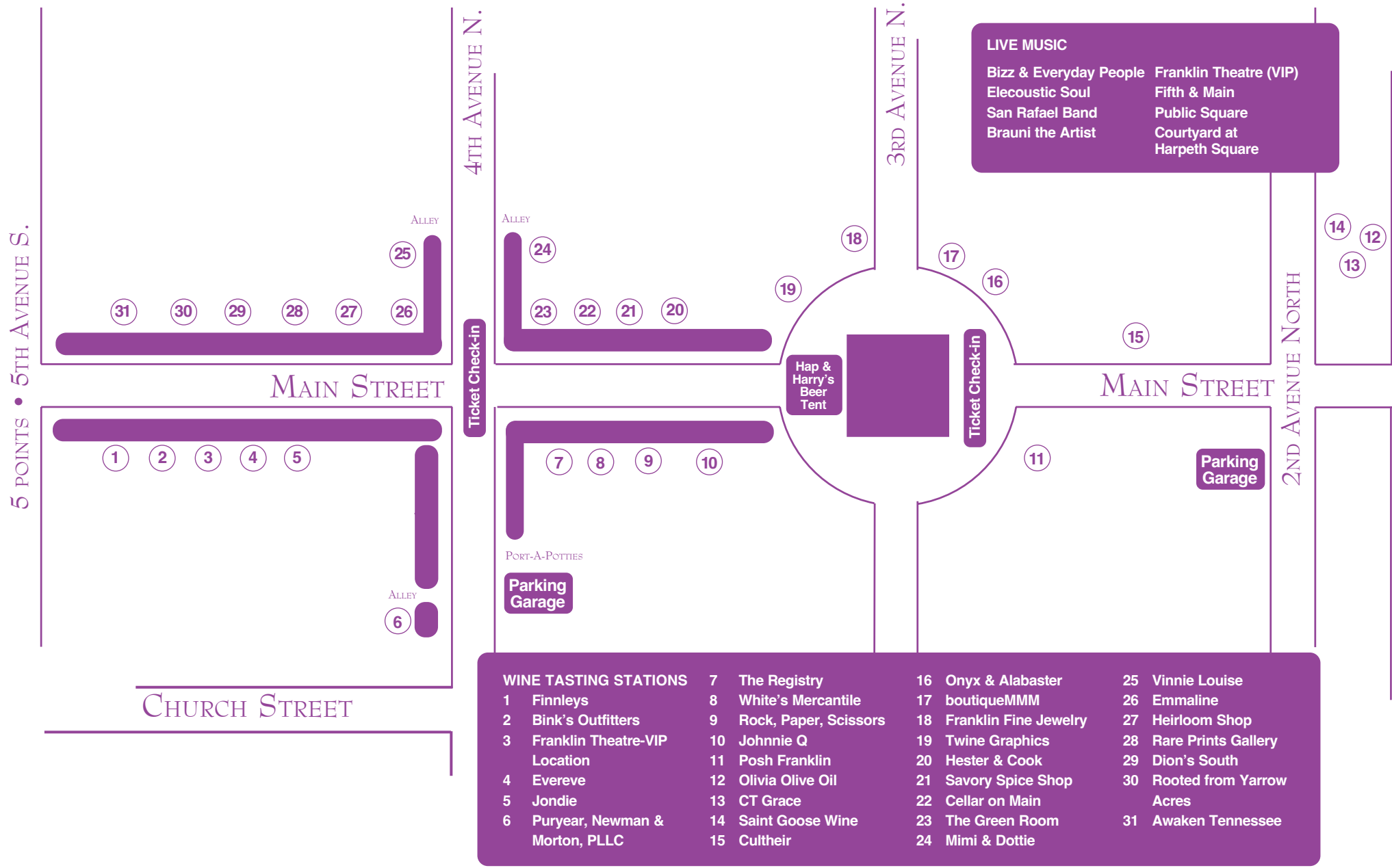
Date: _____

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

Dr. Ken Moore, Mayor

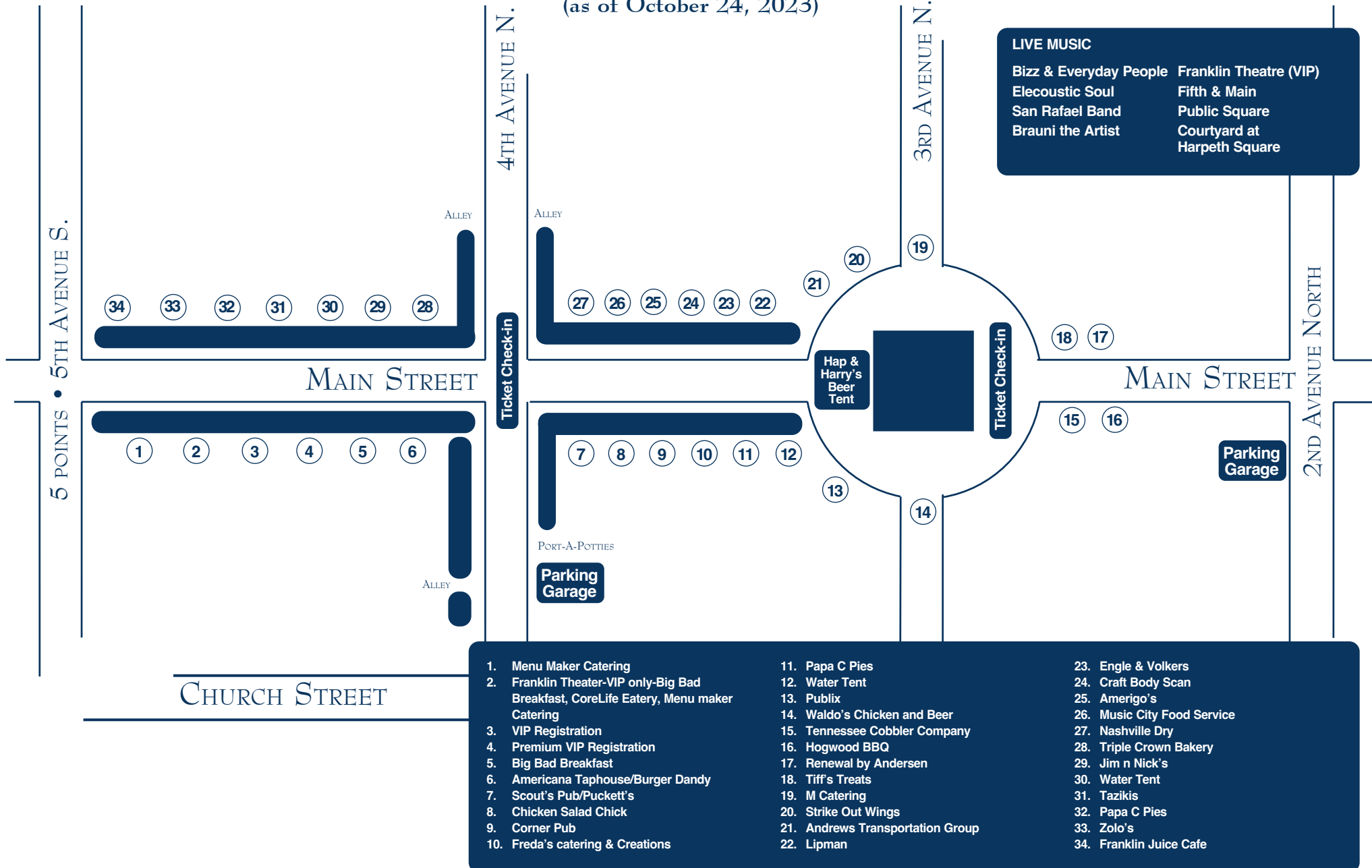
Eric S. Stuckey, City Administrator

ENJOY YOUR JOURNEY AS YOU “WINE DOWN MAIN STREET”



ENJOY YOUR JOURNEY AS YOU “WINE DOWN MAIN STREET”

Restaurants, Sponsors & Vendors
(as of October 24, 2023)





Signature:

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Event 23rd Annual Wine Down
Name: Main Street

Signature: _____



FORM 1

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Denise Carothers - Boys & Girls Clubs of Middle Tennessee

Event Name: 23rd Annual Wine Down Main Street

Event Date(s): 11/02/2024

1. **Time amplification equipment will be used:** From: 7:00 PM To: 10:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Corner of Fifth & Main and Franklin Public Square

Sound Amplification Map: [Tasting Stations Map.pdf](#)

3. **For what purpose will sound amplification be used?** Please list all that apply:
 - Band/Singers
4. **Type of Amplifier:**
 - PA System
5.

Number of Amplifiers: 4	Number of Speakers: 2	Number of Performers: 6
--------------------------------	------------------------------	--------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Denise Carothers	Cell: 615-509-9285	E-Mail: dcarothers@bgcmt.org
Name: Scott Ducaj	Cell: 6154797751	E-Mail: tnbugle@aol.com

Authorized Signature: Denise Carothers

Date: 02/07/2024

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Clean Up Plan

We use the City of Franklin Solid Waste and Streets Department

Open Issues: 9

FIRE-Special Event

General Issues

2. Tents

curt.edelmann@franklin.tn.gov The location of tents on Main Street must meet the following requirements.

1. A 20-foot fire lane is required along the street. (It appears you meet this requirement).
2. A minimum 10-foot gap is required in front of each fire hydrant.
3. A 10-foot gap is required mid-block. The gap does not need to be in the exact middle of the block.
4. A 10-foot gap is required on both sides of an alley.

Verify your layout will meet this requirement.

3. Mobile Food Vendor / Food Truck Video

curt.edelmann@franklin.tn.gov The fire department has a short video describing fire department requirements for mobile food vendors and food truck vendors. Please include this link in your vendor information packet.

<https://www.youtube.com/watch?v=-Wqp0xp-X9k&list=PLDC8BB691331C242B&index=1>

4. Portable heaters

curt.edelmann@franklin.tn.gov Portable heaters for individual use in small tents.

1. The clearance between a portable heaters and combustible objects must be in accordance with the manufacturer's directions or 3-feet.
2. Portable heaters must be listed for both indoor and outdoor use.
3. For electric heaters: Plug heaters directly into an outlet. If an extension cord is necessary, a 12-guage or heavier code no more than 25-feet long shall be used.
4. For propane heaters: Propane no larger than 2.5-pounds shall be used.
5. Heaters shall be checked often to make sure they are operating properly.
6. For propane heaters: An ABC (all-purpose) fire extinguisher is required.

5. Mobile Food Vendors

curt.edelmann@franklin.tn.gov	Mobile food vendors must meet the following requirements: 1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 2. Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 3. Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 4. Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service. 6. Mobile food trucks must be spaced a minimum of 10-feet apart.
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6. Power Cords / Trip Hazards

curt.edelmann@franklin.tn.gov	Locate power cords out of walking paths whenever possible. Cords crossing or located in walking paths must be covered by an approved ramp. When located in the curb gutter, power cord plugs must be located away from places where water may accumulate. Check all power cords before using them. Damaged power cords are not permitted. Water hoses must also be covered when located in walking paths.
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7. Vendor Tent Video

curt.edelmann@franklin.tn.gov	The fire department has a short video explaining fire department requirements for vendors using pop-up tents. Note: This video applies only to small pop-up style tents. This video does not cover larger tents. Please include this link to the video in your vendor information packet. https://www.youtube.com/watch?v=3NwA3Uo3Jng&list=PLDC8BB691331C242B&index=2
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8. Stages

curt.edelmann@franklin.tn.gov	Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.
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9. Tents

Tents must meet the following requirements.

1. A site diagram showing where the tent will be on site and clearly showing fire department access routes is required. The site diagram shall also show the location of all generators and heating and cooking equipment.
2. Provide floor plan of the tent showing the layout of all furniture and fixtures and all exits.
3. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply)
4. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted. As a general rule-of-thumb, tents must have 5-pound to 10-pounds of anchoring per SF of tent. One 36-inch stake, properly installed, provides 800-pounds anchoring.
5. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
6. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
7. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
8. Pop-up vendor tents (nominal 10-feet x 10-feet) must have a minimum of 40-pounds of ballast on each pole.
9. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

Sanitation and Environmental Services

General Issues

1. Solid Waste Service

SES can provide sanitation services for this event as in years past at a rate of \$150.00 per hour for employees, truck and containers. Crew last year was on site during the event from 5:00 PM-11:00 PM. Cleanup will take place during and after the event.

Wayne Sullivan
bobby.sullivan@franklin.tn.gov
615-604-1575

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.
- Applicant will advertise a “safe ride” initiative

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured. Certificate should include liquor liability.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant has requested amplification on two stages located within the event footprint. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Applicant will pay for clean-up crew during the event

Revenue Management:

- Obtain beer permit from the City of Franklin (if needed) and special event liquor license from ABC.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal’s office regarding site plan, tents, stages, and mobile food vendors



File #: 21-06164

DATE: February 28, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Presentation And Discussion On Potential Phasing And Estimated Preliminary Cost Options For The "Old Peytonsville Road & Long Lane Bridge & Connector" (COF Project No. 2019-015)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the "Old Peytonsville Road & Long Lane Bridge & Connector" Project (COF Project No. 2019-015).

BACKGROUND/STAFF COMMENTS:

The primary purpose of the project is to provide additional east-west connectivity, in a very similar fashion to Bakers Bridge Avenue, across Interstate 65. The need for this additional connectivity across I-65 was further highlighted during the widening of I-65 and the reconstruction of the Goose Creek Bypass (SR-248) interchange, when a fuel tanker crashed into the bridge in August 2014. This deadly crash, which damaged the partially reconstructed bridge, caused the full closure of the Goose Creek Bypass interchange for several months. Goose Creek Bypass (SR-248) / Peytonsville Road is currently the only east-west connection across I-65, between I-840 to the south and Murfreesboro Road (SR-96) to the north, a distance of about 6.5 miles.

Brief History

The construction of I-65 through Williamson County in the 1960s severed the original connection between Peytonsville Road and Long Lane. The street now known as Old Peytonsville Road was originally just Peytonsville Road and continued across what would be purchased as the right-of-way for I-65. At that time, Long Lane ended at a T-intersection with Peytonsville Road, and that intersection was located on the future I-65 right-of-way. The construction of I-65 eliminated that original intersection and rerouted Peytonsville Road and Long Lane, creating what were essentially frontage roads to I-65.

Following the 2003/2004 update to the *Major Thoroughfare Plan*, the City tasked the same consultant, who just completed the plan update, with performing a technical study to determine possible locations for additional crossings of I-65 between Murfreesboro Road (SR-96) and Goose

Creek Bypass (SR-248). Eventually, in 2007, the BOMA approved a Professional Services Agreement (PSA) to provide the design of the "Long Lane Bridge Over I-65." The scope of services included the study of multiple alignment options and a public hearing. Later in 2007, the BOMA approved Resolution 2007-77, which authorized staff to negotiate with the Tennessee Department of Transportation (TDOT) for approval of an underpass, which was the preferred option, for the "Long Lane/Old Peytonsville Road Connector" project. TDOT staff ultimately decided that an underpass at this location would have several negative impacts on I-65, but they remained willing to work with the City to "provide approval of an overpass at this location."

With the construction of the second phase of the I-65 Widening Project, from north of I-840 (then SR-840) to north of Goose Creek Bypass (SR-248), including the full reconstruction and widening of the SR-248 interchange, TDOT agreed to construct, at its own cost, the 3 bridge piers that would need to be located within the I-65 right-of-way to support the future "Long Lane Overpass" bridge. The decision by TDOT to construct the 3 bridge piers was made in an effort to minimize the impact to traffic on I-65 during the future construction of the City's overpass project. The BOMA approved a PSA (COF Contract No. 2012-0116) to allow enough of the bridge design to be finalized to ensure the proper construction of the 3 bridge piers by TDOT. Per TDOT's request, the City further committed, with its approval of Resolution 2012-63 on January 22, 2013, to adopt the Long Lane Overpass "as a City of Franklin priority project and that funding will be committed within the next several years as revenue is available." The I-65 Widening Project was completed in mid-2016.

On August 13, 2019, the BOMA approved Resolution 2019-68, which adopted the project list for the City's fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The first project on that list of 30 projects was "Long Ln and Old Peytonsville Rd Connector," which was the only project during the prioritization process that received some level of support from all the BOMA members at that time. Following the completion of the CIP prioritization process in August 2019, the BOMA subsequently approved a PSA (COF Contract No. 2019-0233) for the final design of the "Old Peytonsville Road & Long Lane Bridge & Connector" project.

Phasing Options

Staff has developed two (2) construction options for the BOMA to consider for this project. Each option also has some additional, minor alternatives to consider.

Option 1 - Full Build

As currently designed, the project would construct an overpass of I-65, utilizing the 3 concrete bridge piers already constructed by TDOT, that connects Old Peytonsville Road and Long Lane. Old Peytonsville Road would be widened to 3 lanes, 1 travel lane in each direction with a 2-way left-turn lane, with curb & gutter drainage, sidewalks, bike lanes, and streetlights. The intersection of Warrior Drive and Old Peytonsville Road will be reconfigured to allow for a smooth transition to the new connector bridge to Long Lane. The existing 90-degree curve on Long Lane would be removed and replaced with a roundabout intersection, which would allow the most flexibility for future connectivity to the north. The Long Lane improvements would continue to the east, generally along the same alignment of the existing roadway for approximately 800 feet. Additionally, the section of Long Lane to the south of the new connector bridge and roundabout intersection would be reconstructed to Franklin Court South, where the previous Long Lane improvements ended several years ago. This would complete the section of Long Lane adjacent to the Williamson County Agricultural Exposition Park (AgExpoPark). This option would also provide for the signalization at Old Peytonsville Road and Lewisburg Pike (SR-106). However, the signal could only be installed if it meets warrants and receives approval from TDOT.

- **Alternative 1A** - Eliminate the proposed sidewalk along the north side of Old Peytonsville Road. Only the properties along the south side of Old Peytonsville Road are inside the Franklin city limits.
- **Alternate 1B** - Limit street lighting to critical intersections and bridges only.

Option 2 - Minimum Build

The option would still construct the overpass of I-65, reconfigure the intersection of Warrior Drive and Old Peytonsville Road, and replace the existing 90-degree intersection on Long Lane with a roundabout. However, this option would not extend the project limits to improve the remaining sections of Old Peytonsville Road and Long, which would leave "gaps" that would need to be improved at a later date. This option does still include the signalization of the intersection of Old Peytonsville Road and Lewisburg Pike (SR-106), if warranted and approved by TDOT.

- **Alternate 2A** - Eliminate/Postpone traffic signal and any associated improvements at the intersection of Lewisburg Pike and Old Peytonsville Road. This could be done at a later date.

There are certainly other options that can be considered, and staff welcomes any input from the BOMA.

Traffic Projections

Staff used developer impact studies around the Long Lane area and the Goose Creek Transportation Study to calculate existing and future traffic volumes in order to determine the traffic that might be anticipated for the new overpass. A detailed memo of this information is attached. A summary table of these results is shown below:

Projected Overpass Average Annual Daily Traffic (AADT)			
	Existing Volumes 2030	100% Approved Development 2030*	2046 Projection Goose Creek Study
Eastbound	1,525	2,375	3,150
Westbound	1,575	2,475	3,275
TOTAL	3,100	4,850	6,425

* = Peak Hour Volumes were used to calculate AADT (typically 8 - 10% of AADT = peak hour)

It should be noted that 2 specific factors that could influence the traffic projections in the area are:

1. Williamson County School Rezoning(s), and
2. Type(s) of development in the Goose Creek area.

FINANCIAL IMPACT:

The following is a table of the funds spent to-date on this project:

Project Costs & Obligated Expenses To-Date		
Year Started	Description	Expense
2003	Crossing Location Study	\$ 9,300
2007	Preliminary Alignment Options	\$ 50,000
2012	Preliminary Design*	\$ 324,725
2019	Final Design & Subsurface Utility Engineering (SUE)	\$ 688,341
2021	Property Appraisal (New intersection east of I-65)	\$ 6,500
2022	Title Opinion for Property Acquisition (New intersection east of I-65)	\$ 450
2022	Right-of-Way (ROW) & Easement Acquisition (New intersection east of I-65)	\$ 4,237,000
TOTAL:		\$ 5,316,316
*= included detailed bridge design to allow TDOT to construct the 3 bridge piers to support the future overpass as a part of the I-65 Widening Project.		

The following table provides a summary of the *estimated cost* breakdown between the 2 construction options previously mentioned:

Additional Estimated Costs for Proposed Options			
Option 1 - Full Build		Option 2 - Minimum Build	
Project Phase	Estimated Cost	Project Phase	Estimated Cost
ROW & Easements	\$ 9,000,000	ROW & Easements	\$ 4,500,000
Construction	\$ 30,100,000	Construction	\$ 23,700,000
TOTAL (Option 1):	\$ 39,100,000	TOTAL (Option 2):	\$ 28,200,000

Finally, this last table summarizes the *estimated savings* that could be expected for each of the

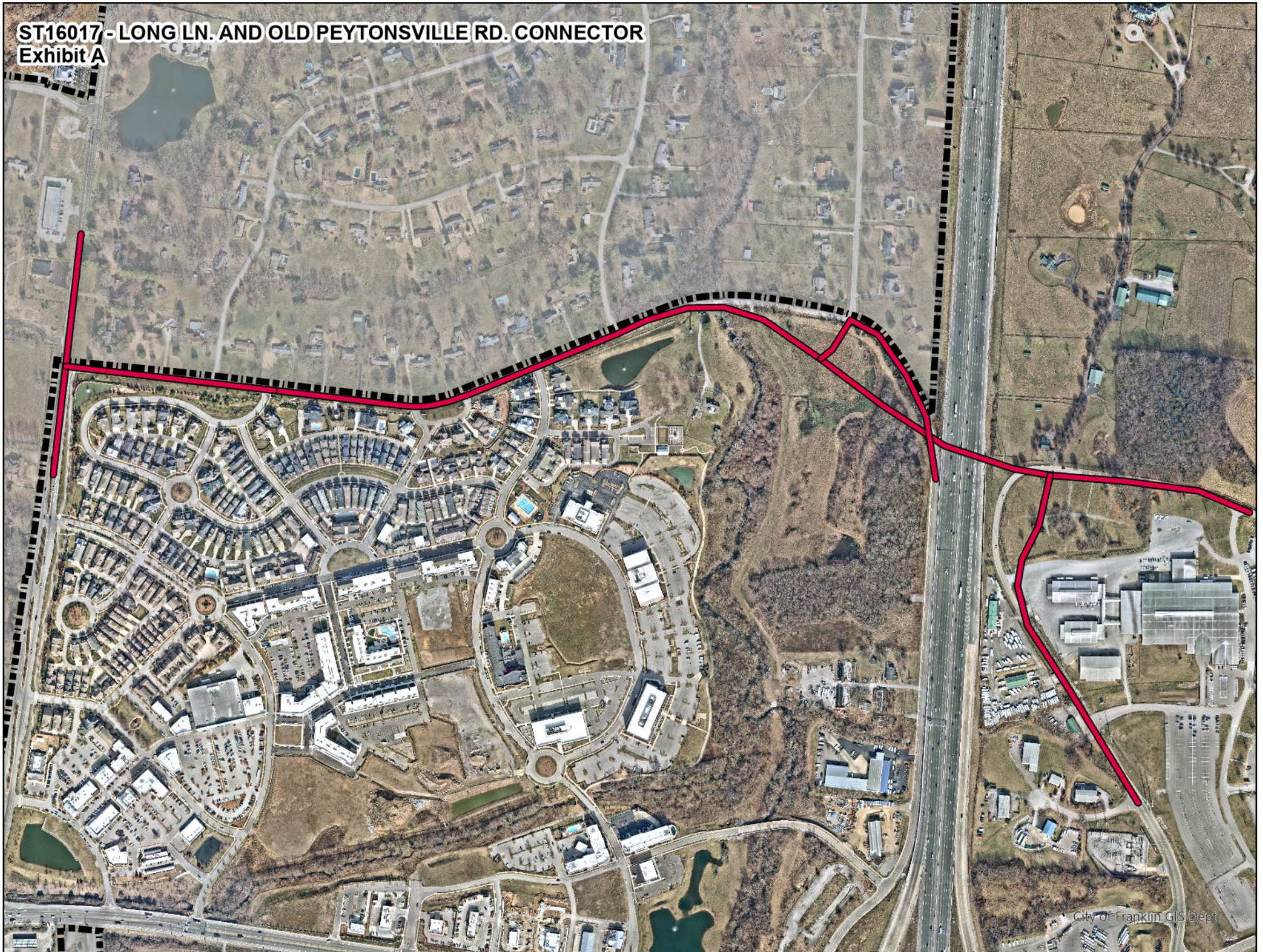
discussed minor alternatives:

Estimated Savings for Proposed Alternatives		
Alternative	Description	Estimated Savings
1A	Eliminate proposed sidewalk along north side of Old Peytonsville Rd.	\$ 510,000
1B	Limit street lighting to critical intersections and bridges only.	\$ 617,500
2A	Eliminate/Postpone traffic signal installation & any associated improvements at Lewisburg Pk. & Old Peytonsville Rd.	\$ 650,000

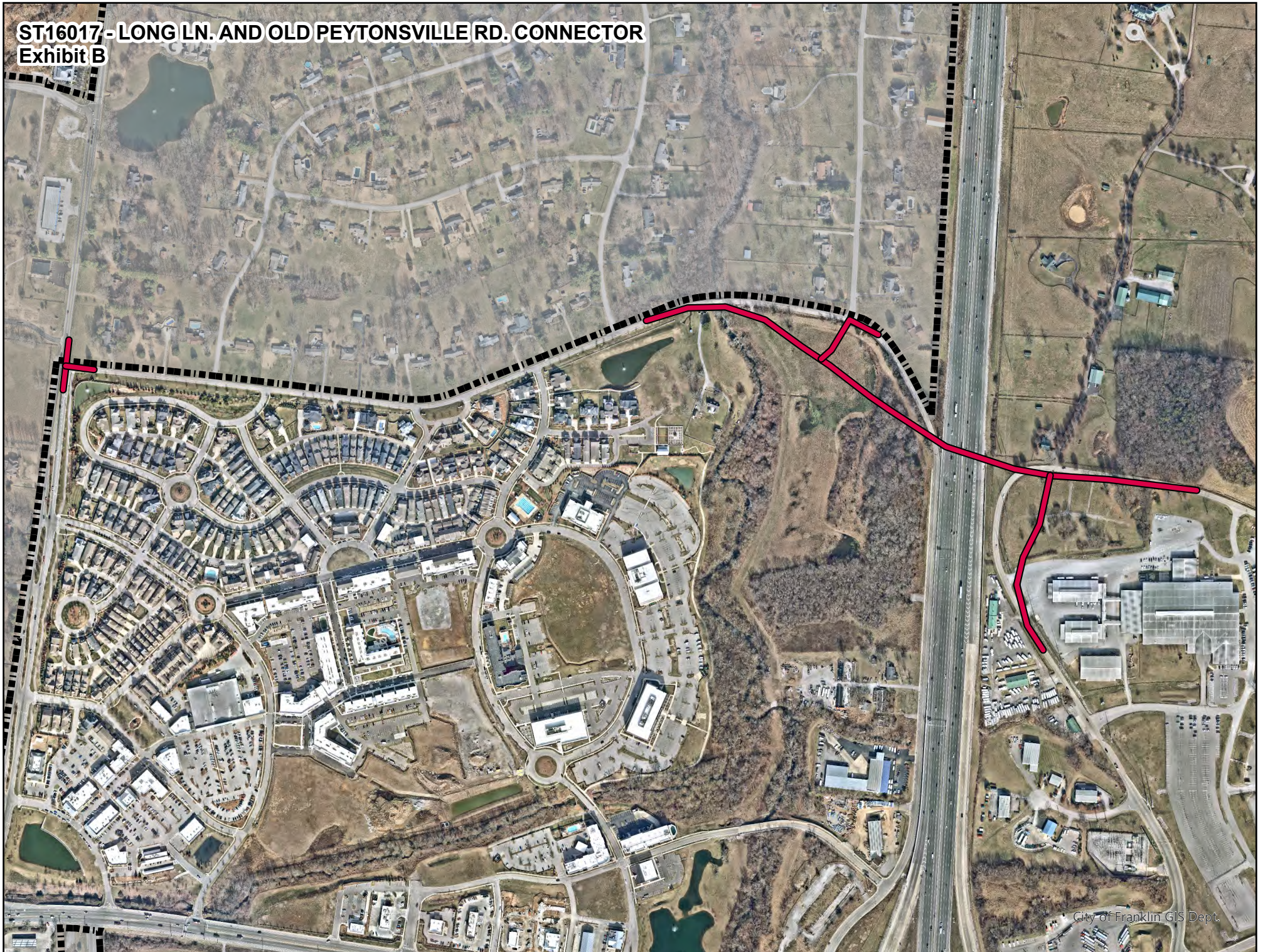
RECOMMENDATION:

Staff seeks input and direction from the BOMA about the "Old Peytonsville Road & Long Lane Bridge & Connector" Project (COF Contract No. 2019-015).

ST16017 - LONG LN. AND OLD PEYTONSVILLE RD. CONNECTOR
Exhibit A



ST16017 - LONG LN. AND OLD PEYTONSVILLE RD. CONNECTOR
Exhibit B



DATE: January 19, 2024

TO: Paul Holzen, Director of Engineering

FROM: Adam Moser, Traffic Engineer

SUBJECT: Long Lane Overpass Projected Average Daily Traffic

Purpose

BOMA requested data to help make CIP project priority decisions on the CIP project list, specifically for the Long Lane overpass.

Study Traffic Data

In order to determine expected traffic on the Long Lane Overpass, developer traffic impact studies around the Long Lane area, as well as the Goose Creek Transportation Study were used to calculate existing and future volumes. Three time periods were analyzed as follows:

1. Existing Volumes Grown to 2030 (expected volume with completion of Long Lane overpass)
2. 100% Approved Development Volumes 2030 (expected volume if 100% of the approved development are built by 2030)
3. 2046 Projection with New Development per the Goose Creek traffic model (expected volume plus 100% approved development volume plus new development using Scenario 3 (no southerly overpass))

The volumes were taken from existing developer traffic impact studies completed in the last three years that performed peak hour counts on Long Lane as well as from the Goose Creek Transportation Study, which projected a percentage of traffic distribution to the Long Lane Overpass using various developer traffic impact studies and existing traffic counts.

In order to convert peak hour to average daily traffic (Annual Average Daily Traffic – AADT), the peak hours were multiplied by 10 to get the daily traffic. Typically, 10% of average daily traffic gets us close to the peak hour volume. This value was vetted by taking a 24-hour count from Bakers Bridge and applying the same factor of 10 to the peak hour volume recorded on Bakers Bridge. The results were similar in this experiment.

Currently, Long Lane averages approximately 2000 daily vehicles when there are no accidents on I-65. An accident on I-65 between the SR 96 and Goose Creek interchanges can greatly influence volumes along Long Lane and Carothers Parkway, as well as events at the Ag Center. Also of note, Williamson County Schools currently use I-65 as the dividing line for its elementary, middle and high school zoning, so there is not much, if any, school traffic over I-65.

Conclusions

Based on existing and future models, the following table represents expected volumes for the Long Lane Overpass, based on the time period scenarios above.

Projected Long Lane Overpass AADT

	Existing Volumes 2030	100% Approved Development 2030*	2046 Projection GC Study*
EB	1525	2375	3150
WB	1575	2475	3275
TOTAL	3100	4850	6425

* = Peak Hour volumes were used to calculate AADT (typical 8 - 10% of AADT = peak hour)

The Long Lane overpass is slated to be a 2-lane facility. Given this capacity, the Engineering team wanted to vet these projections, so we looked at a few other local roadways that traverse I-65 without ramp (interchange) facilities, namely Bakers Bridge and Liberty Pike. Bakers Bridge currently has 24-hour detection for the adaptive system, while Liberty Pike does not. Both are 4-lane facilities. Using the Bakers Bridge detectors, the team found that Bakers Bridge carries approximately 10,000 – 11,000 average daily vehicles. Looking at some developer traffic impact studies, it was found that Liberty Pike likely carries similar volumes under I-65. These areas are mostly developed, so in looking at the 2-lane Long Lane overpass with expected development, the data mostly lines up with existing, similar facilities based on its 2-lane capacity.

Items that could influence the Long Lane traffic projections mostly rely on two factors:

1. Williamson County School Rezoning
2. Type of Development in the Goose Creek area

Of note, should these factors change, it could greatly increase traffic on the Long Lane overpass.

RESOLUTION 2012-63

A RESOLUTION TO ADOPT THE LONG LANE OVERPASS AS A CITY OF FRANKLIN PRIORITY PROJECT AND COMMITMENT TO FUND THE PROJECT WITHIN THE NEXT SEVERAL YEARS

WHEREAS, on July 24, 2012 the Board of Mayor and Aldermen (BOMA) approved a professional services agreement (COF Contract 2012-0116) with Alfred Benesch & Company for the design of the Long Lane Bridge over I-65 at a cost of \$324,725; and

WHEREAS, the Long Lane Overpass is listed as a Short Term Priority Project within the City of Franklin Major Thoroughfare Plan; and

WHEREAS, the Tennessee Department of Transportation is in the process of the final design and bidding of the I-65 Widening Project from North of SR 840 to North of SR 248 (Includes SR 248 – Goose Creek Interchange); and

WHEREAS, the Long Lane bridge design requires the construction of three (3) piers to be within the right-of-way of I-65; and

WHEREAS, both the Tennessee Department of Transportation and the City of Franklin agree that the three (3) piers should be constructed as part of the widening project to minimize and reduce the impacts to traffic and the general public traveling on I-65; and

WHEREAS, the Tennessee Department of Transportation has agreed to construct the three (3) piers as part of the I-65 Widening Project and pay all cost associated with the three (3) piers.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the Long Lane Overpass is hereby adopted as a City of Franklin priority project and that funding for the construction of the project will be committed within the next several years as revenue is available.

IT IS SO RESOLVED AND DONE on this 22nd day of January, 2013

ATTEST:

By: Eric S. Stuckey

ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE

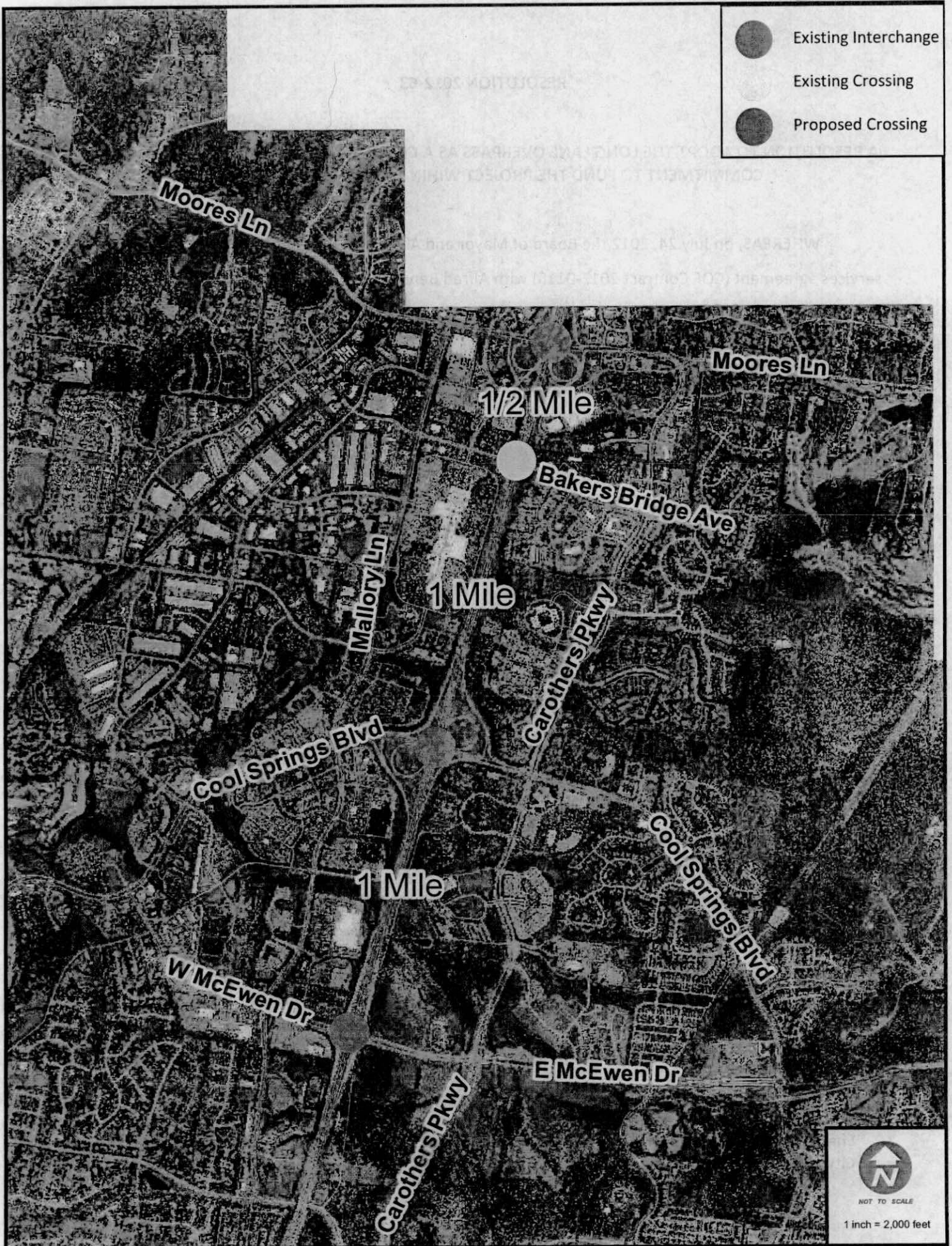
By: Dr. Ken Moore

Dr. Ken Moore
Mayor

Approved as to Form

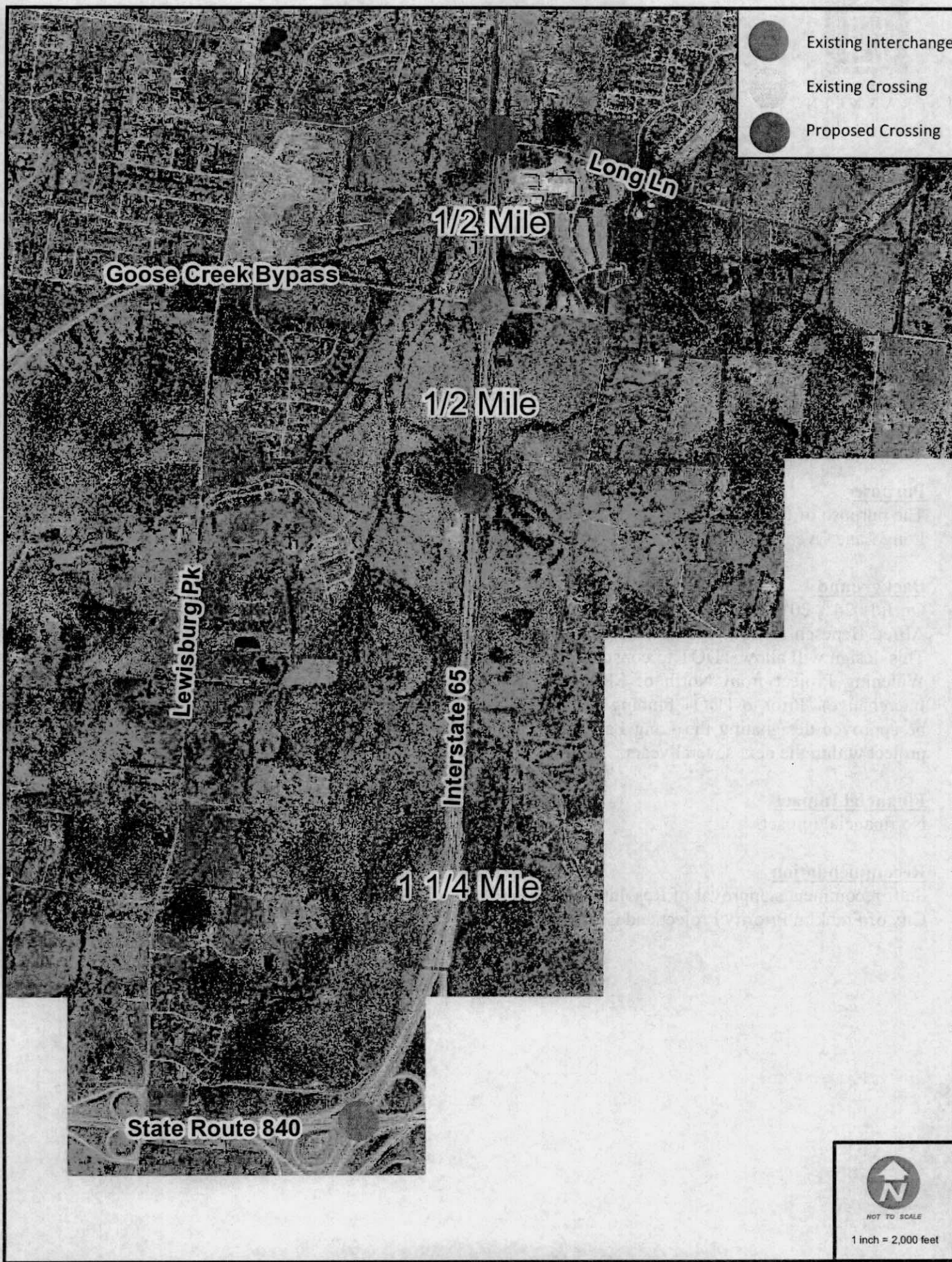
By: Shauna R. Billingsley

Shauna R. Billingsley
City Attorney









December 6, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *ES*
David Parker, City Engineer/CIP Executive
Paul Holzen, Director of Engineering

SUBJECT: **Consideration of Resolution 2012-63 Adopting the Long Lane Overpass as a City of Franklin Priority Project and Commitment to fund the project within the next several years.**

Purpose

The purpose of this memo is to recommend approval of Resolution 2012-63 A Resolution to Adopt the Long Lane Overpass as a City of Franklin Priority Project

Background

On July 24th, 2012 the Board of Mayor and Aldermen approved a professional services agreement with Alfred Benesch & Company for the design of the Long Lane Bridge over I-65 at a cost of \$324,725. This design will allow TDOT to construct the three (3) piers within I-65 right-of-way as part of the I-65 Widening Project from North of SR 840 to North of SR 248 (Includes SR 248 – Goose Creek Interchange). Prior to TDOT funding and constructing the piers they have requested a formal resolution be approved designating the Long Lane project as a priority project and our commitment to fund the project within the next several years.

Financial Impact

No financial impact.

Recommendation

Staff recommends approval of Resolution 2012-63 A Resolution to Adopt the Long Lane Overpass as a City of Franklin Priority Project and Commitment to Fund the Project within the next several years.

Stream Valley

Dwelling Units – 407 detached + 417 attached* = 824 total units

Commercial/ Retail – 10,000 sq. ft.

Commercial/Office – 290,000 sq. ft.

Town Hall/Institutional – 15,000 sq. ft.

Berry Farms – Reams Fleming

Commercial/Retail – 847,600 sq. ft.

Commercial/Office – 1,365,100 sq. ft.

Dwelling Units – 400 attached*

Berry Farms – Chadwell Tract

Commercial/Retail – 393,500 sq. ft.

Commercial/Office – 1,169,500 sq. ft.

Dwelling Units – 100 attached*

Berry Farms – Town Center Tract

Commercial/Retail – 585,038 sq. ft.

Commercial/Office – 549,587 sq. ft.

Dwelling Units – 646 detached + 503 attached* = 1,149 total units

Highlands at Ladd Park

Dwelling Units – 1,046

Helm Property (Not Approved by FMPC)

Dwelling Units - 101 detached + 65 attached* = 166 total units

Waters Edge (Not Approved by FMPC)

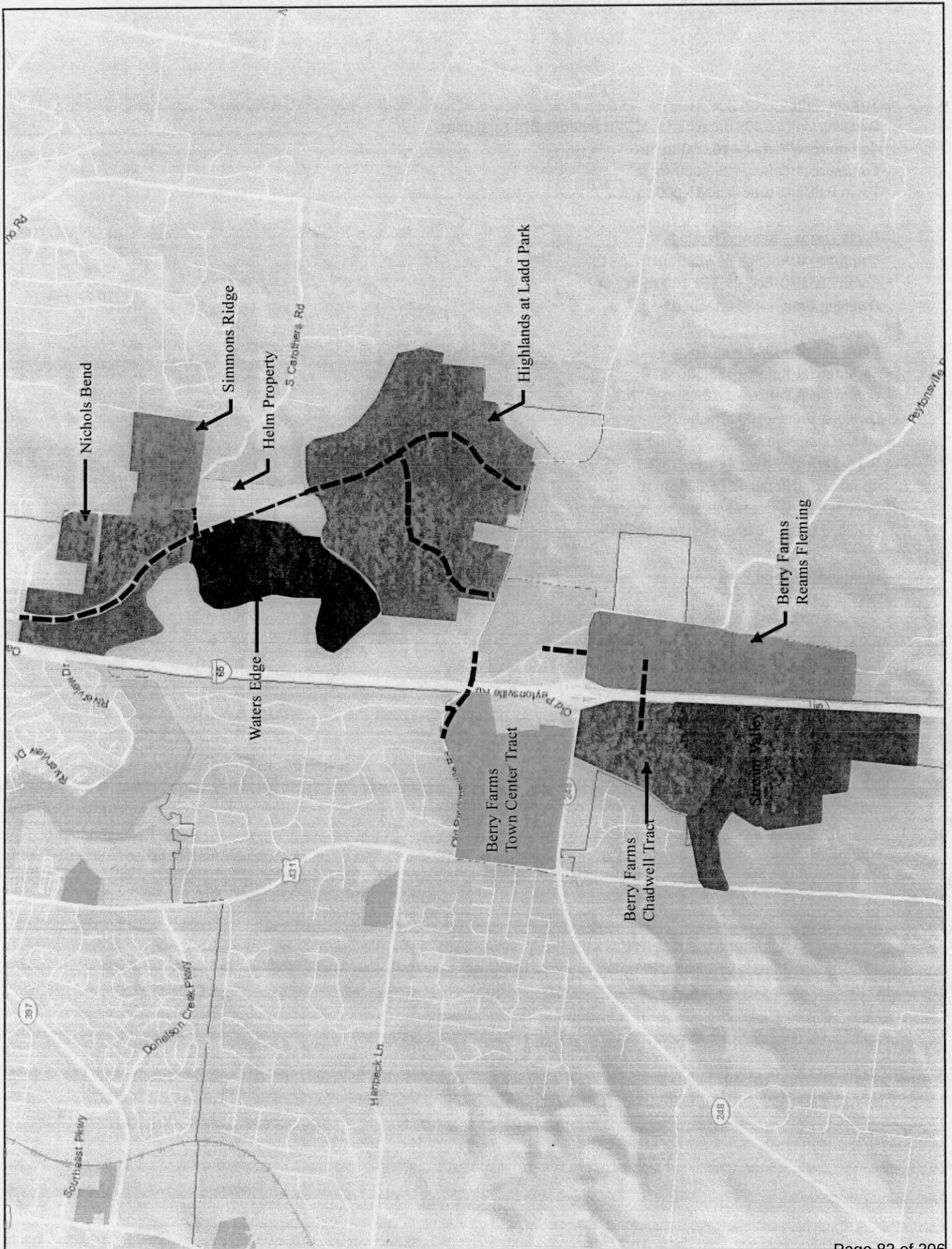
Dwelling Units - 210 detached + 126 attached* = 336 total units

Nichols Bend

Dwelling Units – 384 detached + 240 attached* = 624 total units

Simmons Ridge

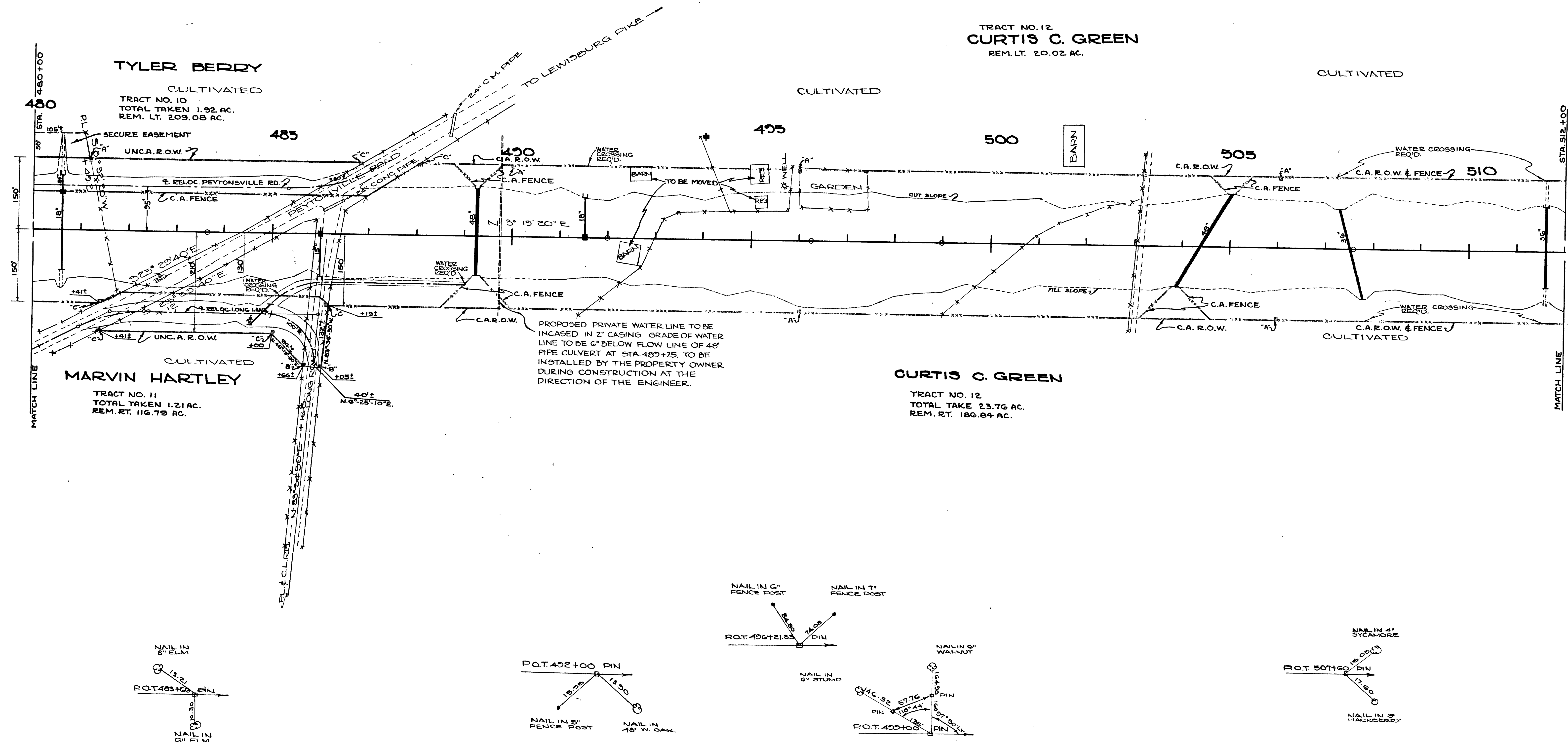
Dwelling Units – 90 detached + 318 attached* = 408 total units



FED. ROAD DIST. NO.	T E N	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEET
8	N	LC-2(9)57 ROW	1961	13	28

REVISED 6-21-61
CHANGED C.A. FENCE DUE TO
RELOCATED PEYTONSVILLE RD.

FED. ROAD DIST. NO.	T E N N.	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEET.
3		I-G-5-2(23)57 (PAVING)	1953	32	46





City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Removal of CIP Projects

Project Descriptions	Cost	Baggett	Barnhill	Blanton	Brown	Burger	Caesar	Moore	Petersen	Potts	Count
		x	x	x	x	x	x	x	x	x	9
Under Construction											
Bicentennial Park	\$11,715,112										0
USACE - Home Raising Project	\$11,610,367										0
Greenway & Bridge	\$4,481,388										0
Bundled Bridges Construction & Rehabilitation Contract	\$3,863,035										0
Hayes Home Restoration (Harlinsdale)	\$1,672,350										0
Thompson Alley Neighborhood Park	\$504,995										0
											0
Right-of-Way/Acquisition/Bidding											
Southeast Municipal Complex - Ph.1	\$48,198,382										0
East McEwen Drive - Phase 4	\$47,000,706										0
Lockwood Glen Park	\$14,287,873		x								1
Lewisburg Sidewalk - to Collins Farm	\$4,156,145										0
Jordan Road	\$3,541,764										0
											0
Design - Committed											
New City Hall	\$99,690,597		x								1
Long Lane & Old Peytonsville	\$45,735,967	x		x		x ^{notes}			x		4
McEwen Phase 5	\$19,800,687						x				1
Liberty Park Improvements	\$11,672,355										0
Main Barn Restoration (Harlinsdale)	\$4,000,004		x								1
											0
Design - Uncommitted											
Mallory/N Royal Oaks/Liberty	\$21,723,895	x		x					x		3
Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	\$20,000,000	x	x	x	x	x	x	x	x	x	9
Church Street	\$16,532,450									x	1
Peytonsville Rd & Pratt Ln Int. Improvements	\$14,100,000					x					1
Lewisburg Sidewalk - Collins Farm to Carriage Park Drive	\$5,389,479							x			1
Greenway (Aspen Grove to Mack Hatcher)	\$5,283,353	x				x	x	x		x	5
Greenway (Pinkerton Park to Franklin Road Bridge)	\$5,250,000		x					x		x	3
Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	\$4,800,000	x					x				2
Lewisburg Sidewalk - Carriage Park Drive to Mack Hatcher	\$4,189,479	x					x	x	x		4
Main St Sidewalk Repair Project	\$3,013,164	x								x	2



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Baggett	Project:		Description:
	1st Project		
	Major Legacy Street Upgrades	Eddy Ln, Boyd Mill, Old Liberty Pike Improvements. Need improvement and development not likely to pay for these in a timely manner before external impacts cause major issues	
	2nd Project		
	Carter Hill Battlefield Purchase	Purchase 3 parcels to complete Carter Hill Battlefield Park.	
	3rd Project		
	Margin and Lewisburg (5th) Intersection		
	4th Project		
	Mack Hatcher Package for Partnership with TDOT	NW Bridge, SE Expansion, Franklin Rd Lewisburg intersections. Allocate funds to take to TDOT to expedite these projects	
	5th Project		
Battle Ave Bridge Proj			
Notes:			
Lockwood Glen Park and SE Municipal Complex costs and scope needs to be reviewed. This is almost \$60m of parks for that area. This is a significant investment and we need to see if there are ways we can reduce costs on this project. Note the home raising project is not actually under construction. This strategy needs to be revisited. We need to stick by our funding commitment but i don't want to hold up other projects because prices are too high and/or homeowners are not opting into the program.			

Barnhill	Project:		Description:
	1st Project		
	Sidewalk Gap - Eddie Lane/Downs (complete)		
	2nd Project		
	Mack Hatcher - SW		
	3rd Project		
Sidewalk Gap - Barclay/Willow Springs/Franklin Green			

Blanton	Project:		Description:
	None		



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Brown	Project:	Description:
	1st Project	
	Jackson Lake Rock	Jonathan Marston and Jeff Willoughby met with Bob Stokey (HOA) to see what preventive measure could be put in place to mitigate sediment build up at the junction of Jackson Lake and Dry Branch Creek. A modified forebay of rock could help address the situation, prevent future dredging, and be maintained in one area around the bridge over Dry Branch creek in the Jackson Lake subdivision
Burger	Project:	Description:
	1st Project	
	Sidewalk	Oxford Glen from Daylily Dr. to McEwen Drive at the roundabout
	Notes:	
	Would like to know what projects have money coming in from the Impact Fees and State and Grants	
	Peytonsville Rd. Pratt Lane: If we can reduce the this overall price on the Peytonsville Pratt Lane then we could put this project back on, but the overpass done must be done now! Bring back options - needs to have partnership with the Beasley property and Boyle Co.	
	Main Street Sidewalk Repairs- Need to do this project for safety reasons, but we must keep this project within scope	
	NOTE REGARDING - Mallory Lane & Liberty Pike Intersection - I assume that at least two or maybe three Alderman have recommended taking out the Mallory Lane/ Liberty Pike intersection (roundabout). I think it is gross negligent to revisit this after past boards have spent time and money on this to make sure the right decision was made. Furthermore the longer we put this off the more expensive it will be. Years ago the board had the opportunity to bite the bullet and jump on McEwen Dr. Phase IV for around \$25 to \$27 Million. Look where we are now with a 15 year delay, \$47 Million. I am not interested in going backwards when so much commitment, time and money has already been invested. Plus the regular intersection with a light is more expensive, requires impeding apartment complex more not the and we will need to construct a very high wall- all of which our last board said no to. Some of these decisions need to be honored and an Alderman who says she does not like roundabout, and another Alderman who says she does not like it because some residents don't like roundabouts and they don't want one there, is NO reason to revisit this and change it. One of my constituents- who also spoke with one of the above Alderman, said she thinks a roundabout is not a good ideas and then admitted to me because she does not like to drive them at the age of 74. Rest my case.	



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Caesar	Project:		Description:	
	1st Project			
	Donelson Creek Parkway and 431 Traffic Signal		4-way stop light including turn signal for Lewisburg (431) and Donelson Creek Parkway	
	2nd Project			
	Mack Hatcher SE expansion investments, TBD		Explore future investments in improvements in the Mack Hatcher SE area to encourage state to expand or partner on intersection enhancements to improve traffic flow	
Notes:				
Lewisburg sidewalk - Carriage Park Drive to Mack Hatcher would shift in priority if Mack Hatcher expansion resurfaced.				
Moore	Project:		Description:	
	None			
Petersen	Project:		Description:	
	1st Project			
	Look again at multi-use trails and greenways			



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Potts	Project:		Description:	
	1st Project			
	Carothers Parkway Sidewalk Connectivity		Carothers Parkway sidewalks from Beamon Dr./Parkworth Drive leading to entrance of SE Park	
	2nd Project			
	Mack Hatcher and Royal Oak intersection improvement		Redesign intersection and adding turn lanes: Heading north on Mack Hatcher onto Royal Oaks. Pending verification of ownership of the this corner (Forrest Crossing HOA), COF could purchase ROW and provide it to the state to create a second dedicated	
	3rd Project			
	96 and 65 Overpass: Updating Traffic Paint & Signs on each side of the bridge/overpass.		Add Painted zone designating the center of the intersection so that drives know not to sit/wait on in the area which results in blocking the intersection. Hang "Do NOT block intersection" on all four sides of centered between stop lights.	
	4th Project			
	Carothers Parkway extension to Peytonsville Road		Extending 4 lanes southbound to intersect with Peytonsville Road. Increase access to Goose Creek & 65. Decrease utilization of Long Lane Overpass.	
	Notes:			
Please note the State Road Ward 3 Road Priorities:				
1. Mach Hatcher Pkwy SE widening from Hwy 96 down to Columbia = 4 lanes				
2. Lewisburg and Mack Hatcher turn lane improvements in all 4 directions				
3. Widening Lewisburg Pkwy from Mack Hatcher Pkwy down to Donelson Pkwy				
4. Widening Lewisburg Pkwy from Poplar St. northbound to HenPeck Lane				



City of Franklin

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

File #: 21-05247

DATE: March 15, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks

SUBJECT:

Presentation Of Additional Capital Projects Identified By The Board Of Mayor And Aldermen
WS 3/12/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning additional projects identified by the Board of Mayor and Aldermen.

BACKGROUND/STAFF COMMENTS:

Historically, the Board of Mayor and Alderman have revisited the Capital Investment Program (CIP) every 2-3 years to evaluate both short and long term priority projects. The City of Franklin defines a Capital Improvement Plan as a document issued separately but in coordination with the budget document, the CIP is the plan or schedule of project expenditures for public facilities and infrastructure (buildings, roads, parks, etc.), with estimated project costs, sources of funding, and timing of work over a ten-year period. Generally, projects over \$500,000 are included in the CIP. During the month of February, the Board of Mayor and Aldermen were tasked with identifying additional projects for consideration within the 10 year CIP. Staff will present these additional projects for BOMA discussion.

FINANCIAL IMPACT:

No financial impact at this time.

RECOMMENDATION:

No recommendations at this time.

September 7, 2023

TO: Board of Mayor and Alderman

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Assistant Director of Engineering

SUBJECT: Improvements to Old Liberty Pike (Preliminary Options)

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Alderman concerning Old Liberty Pike from Franklin Road to Daniels Drive.

Background

On August 30, 2023, the BOMA asked city staff to investigate the feasibility of improving Old Liberty Pike between Franklin Road and Daniels Drive, a length of approximately 1,400 feet. Old Liberty Pike fronts approximately 27 residential homes and 1 church. The roadway has a variable right-of-way (ROW) width that appears to be between 20' and 40'. Known utilities within the ROW include gas, water, sanitary sewer and approximately 19 utility poles. Staff has evaluated 4 different options for BOMA consideration.

Option 1 – 2~11' lanes, curb and gutter and parallel parking / 5' sidewalk on the north side of the roadway.

This is the most expensive option and would require full reconstruction of the roadway. Staff has assumed that this option would need to relocate water, gas and all 19 utility poles to accommodate a storm drainage system. In addition, the city would need to acquire right-of-way and easements from 28 property owners. Utility poles would need to be pushed further back into residential properties requiring an additional 20' easement beyond the right-of-way. The estimated cost for this project is below:

Design	\$330,000
ROW	\$1,280,000
Construction	\$4,100,000
Total Project Cost	\$5,710,000

Option 2 – 2~11' lanes, curb and gutter and a 5' sidewalk on the north side of the roadway.

This is the most expensive option and would require full reconstruction of the roadway. Staff has assumed that this option would need to relocate water, gas and all 19 utility poles to accommodate a storm drainage system. In addition, the city would need to acquire right-of-way and easements from 28 property owners. Utility poles would need to be pushed further back into residential properties requiring an additional 20' easement beyond the right-of-way. The estimated cost for this project is below:

Design	\$240,000
ROW	\$1,000,000
Construction	\$3,000,000
Total Project Cost	\$4,240,000

Option 3 – 2~11’ lanes, and a 5’ sidewalk on the north side of the roadway. No curb and gutter. This option would potentially avoid the relocation of water, sewer, and gas. The budget below would include the relocation of utility poles as needed and the installation of a storm drainage system.

Design	\$105,000
ROW	\$1,000,000
Construction	\$1,400,000
Total Project Cost	\$2,505,000

Option 4 – Neighborhood Traffic Calming Program

A speed count study was completed on August 30, 2023. The 85th percentile speed was 29 mph and Old Liberty Pike did not meet the minimum requirements to qualify for the Neighborhood Traffic Calming Program. See attached memo for specifics.

Financial Impact

Option 1 – \$5,710,000
Option 2 – \$4,240,000
Option 3 – \$2,505,000
Option 4 - \$N/A

Recommendation

Old Liberty Pike has an average daily traffic (ADT) volume of 426 vehicles per day. Given the transportation needs around the community, engineering staff does not recommend proceeding with any projects on Old Liberty Pike.

DATE: September 7, 2023

TO: Old Liberty Pike Neighborhood Group

FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT: Traffic Calming Request for Old Liberty Pike

Purpose

The purpose of this memo is to summarize the results of the speed and count study that was completed on August 30, 2023. The data was collected from a traffic calming request by a group of residents that reside on the subject street, via the process outlined in the City of Franklin Neighborhood Traffic Calming Program (NTCP).

Background & Results

The study was performed at the location shown in Figure 1. The location was chosen based on ensuring that a majority of the vehicles were traveling at speed, and not in a location where intersections or conflicting/slowing movements could skew the data. Speed and count data were collected over 6 days starting Thursday afternoon thru Wednesday (August 24 – 30). Weather was mostly pleasant, school was in session, and both days of the weekend were collected.



Figure 1 Speed/Count Study Location

Speed limits are typically set by studying the 85th percentile speed of a roadway as well as the classification of the street and the properties/residents in which the roadway serves. Speed limits on residential streets in Franklin are 25 Miles Per Hour (mph) unless otherwise posted. The street studied is a 25 mph residential street posted in multiple locations on Old Liberty and Daniels.

The speed data summary is shown in Table 1. The highlighted column is the 85th percentile speed. This 85th percentile speed is the speed at which 85% of the vehicles captured are traveling at or below. The 85th percentile speed is used to determine how far over the speed limit vehicles are traveling. Table 2 represents the volume data that was also collected during this study period.

Speed percentile (% of vehicles traveling at or below value shown)																			
Location	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th
122 Old Liberty	11	14	16	18	19	20	21	22	23	24	24	25	25	26	27	28	29	30	32

Table 1 Speed Data

	EB	WB	Total
Weekday Avg	243	183	426
Saturday	219	177	396
Sunday	180	164	344

Table 2 ADT (Volume) Data

The NTCP states baseline criteria that must be met for a traffic calming project to move forward, as follows:

- The Average Daily Traffic (ADT) volume for the street is greater than or equal to 150 vehicles per day.
- The 85th percentile speed is at least 4 mph faster than the posted speed limit.
- The posted speed limit is 30 mph or less.
- The street is a through street.
- The maximum grade on the section of roadway that is being considered for traffic calming measures does not exceed seven percent.
- The street is a local street.
- The combination of horizontal and vertical curves along the roadway is not such that would result in inadequate stopping sight distance for motorists as they encounter the traffic calming devices.
- Street must measure longer than 1000 feet between stop signs, sharp, or 90 degree turns.
- The street is not a transit route or a primary emergency access route.

To qualify for the NTCP, all the above baseline criteria must be met in addition to obtaining a total of **6 points** from the speed and count criteria outlined in Table 3.

Grading System Criteria	
Daily Traffic Volumes	
0 - 150	Not Eligible
151 - 300	1
301 - 500	2
501 - 700	3
751 - 1,000	4
1,001 - 2,000	5
2,001+	Not Eligible**
85th Percentile Speeds*	
0-4 MPH	Not Eligible
4 MPH	1
5 MPH	2
6 MPH	3
7 MPH	4
8 MPH	5
≥ 10 MPH	6
*over speed limit	
** Unless Approved by City Engineer	

Table 3 Points Grading System

The data in Table 1 shows that the 85th percentile speed on Old Liberty Pike to be 29 mph which correlates to 1 point using Table 3. The volume data in Table 2 shows that the weekday average volume on the roadway is approximately 426 vehicles and correlates to 2 points. An extra point is given when no sidewalks are present along the street. The sidewalk, volume, and speed criteria sum to a value of **4 points**. Therefore, Old Liberty Pike does not qualify for the NTCP since less than 6 points was obtained.

Next Steps

While Old Liberty Pike does not qualify for the Neighborhood Traffic Calming Program, there are other measures that are available in the NTCP per Appendix C. These include enhancement plaques on the speed limit signs, temporary driver speed feedback signs, and request of enforcement to the Police Department. Lowering the speed limit to 20 mph (our City minimum) requires a 2/3 vote in favor of lowering from all property owners along the street(s) through a petition process AND approval from the Board of Mayor and Alderman via the ordinance process. Both Daniels Drive and Old Liberty Pike would need to be requested for lowering the speed limit and 2/3 vote in favor of lowering the speed limit would be required for all the property owners along these streets (i.e. all connecting local streets must be requested in a neighborhood). We invite you to explore the NTCP criteria and appendices for any clarifications.

As a reminder, a request for another NTCP study cannot be requested for another 2 years for Old Liberty Pike (August 2025).

October 10, 2023

TO: Board of Mayor and Alderman

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Assistant Director of Engineering

SUBJECT: Carothers Parkway, Interim Pedestrian Facility
between Long Lane and the Harpeth River bridge

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Alderman concerning a request to provide pedestrian connectivity along the section of Carothers Parkway that is within the Highlands at Ladd Park subdivision, from Long Lane to Harpeth River bridge.

Background

Prior to and during the ongoing prioritization process for the fiscal years (FYs) 2024-2023 Capital Investment Program (CIP), there have been requests to provide pedestrian connectivity along the section of Carothers Parkway between Long Lane and the Harpeth River Bridge. This section of Carothers Parkway is approximately 6,000 feet in length and lies within the Highlands at Ladd Park subdivision.

This section of Carothers Parkway was completed in 2015 as a part of the Carothers Parkway South Extension project, which extended from Parkworth Drive / Beamon Drive (*southern terminus*) to South Carothers Road (*northern terminus*), a total a length of approximately 2.5 miles. The original intent of the South Extension project was to construct half of the 4-lane, median divided typical section of Carothers Parkway from Truman Road to South Carothers Road, approximately 2 miles. This was to be accomplished by constructing both lanes on one (1) side of the future median of Carothers Parkway, while purchasing the right-of-way and performing earthwork to allow for future expansion to a 4-lane, median divided facility.

However, during the late stages of development of the South Extension project, the developer for Ladd Park proposed to build approximately 1,100 feet of Carothers Parkway, from Long Lane to Parkworth Drive / Beamon Drive, via a Road Impact Fee offset agreement to allow access to remote sections of the property for expanded development. The developer team was the first to propose the *interim*

boulevard typical section, with one (1) lane on each side of the median, for Carothers Parkway within the Ladd Park subdivision. To bring some consistency to the roadway within the limits of the subdivision, the City revised its plans to match what the developer proposed. Unfortunately, this meant that the sidewalk and/or multi-use trail was not constructed with that *interim* boulevard typical section of Carothers Parkway. The sidewalk and/or multi-use trail were eliminated from this typical section of Carothers Parkway, because they would almost certainly have been demolished during the future widening of Carothers Parkway to its ultimate 4-lane, median divided typical section, which is expected to be need within the next decade.

Due to the numerous requests to add some type of pedestrian connectivity to this section of Carothers Parkway, staff has developed several preliminary options. However, all these options should be considered “*interim*” solutions, as the ultimate plan is to construct a sidewalk along the east side and a multi-use trail along the west side of Carothers Parkway during the future widening of Carothers Parkway to its full, 4-lane, median divided typical section.

Option 1 – Pedestrian Lane with Striped Buffer & Flexible Delineators

The east (northbound) side of Carothers Parkway would be widened by approximately 12 feet. This would allow for:

- a 4-foot striped buffer with flexible, tubular delineators to separate traffic and pedestrians,
- an 8-foot paved pedestrian path,
- a 2-foot paved shoulder, and
- a 2-foot stone stabilized shoulder (*similar to today*).

This is the most expensive option, but much of this work would be able to be repurposed as the second northbound travel lane in the future.

Option 1 Preliminary Estimated Cost	
Design	\$100,000
ROW	\$0
Construction	\$1,200,000 (Partial Resurface) to \$1,400,000 (Full Resurface)
Total Project Cost	\$1,300,000 (Partial Resurface) to \$1,500,000 (Full Resurface)

Option 2 – Separate Paved Pathway (*Removed in the Future*)

This option would construct an 8-foot paved pedestrian pathway on the east (northbound) side of Carothers Parkway that is separate (*i.e.*, grass between roadway and path) from the roadway. While this path would be built to the current City standards, it would be completed removed during the future widening of Carothers Parkway.

Option 2 Preliminary Estimated Cost	
Design	\$50,000
ROW	\$0
Construction	\$500,000
Total Project Cost	\$550,000

Option 3 – Traditional Concrete Sidewalk (*Removed in the Future*)

This option would construct a standard concrete sidewalk on the east (northbound) side of Carothers Parkway that is separate (*i.e.*, grass between roadway and path) from the roadway. While this sidewalk would be built to the current City standards, it would be completed removed during the future widening of Carothers Parkway.

Option 3 Preliminary Estimated Cost	
Design	\$100,000
ROW	\$0
Construction	\$1,200,000
Total Project Cost	\$1,300,000

Financial Impact

Option 1 - \$1,300,000 to \$1,500,000

Option 2 - \$550,000

Option 3 - \$1,300,000

Recommendation

No recommendations from staff. Staff is seeking direction from the Board of Mayor and Alderman.

DATE: February 9, 2024

TO: Eric Stuckey and Vernon Gerth

FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT: Boyd Mill Ave and Downs Blvd Improvement Options.

Purpose

The purpose of this memo is to provide information to city administration and the Board of Mayor and Alderman (BOMA) concerning pedestrian and roadway improvements to Boyd Mill Ave and Downs Blvd.

Boyd Mill Ave Crash Data

Engineers typically evaluate crash rates in order to create a comparison between crashes from one location to the other. These rates are based on data such as traffic volume, length of road sections and period of time in years. Typical crash rate equations for roadway segments are rates per million vehicle miles. Below is the formula used by the Tennessee Department of Transportation:

$$R = (C * 1,000,000) / (365 * N * V * L)$$

R = Crash rate for the road segment expressed as crashes per million vehicle-miles of travel (VMT)

C = Total number of crashes in the study period

N = Number of years of data

V = Number of vehicles per day (both directions)

L = Length of the roadway segment in miles.

Currently, Boyd Mill Ave (Downs Blvd – SR96) averages approximately 4,875 daily vehicles (2022 count) and the length is 0.83 miles. Utilizing E-TRIMS and TITAN, our traffic engineering team identified 16 total crashes between 2019-2023. Below is a summary of the crash data identified:

Boyd Mill Ave Crash Data					
Date	Fatality	Injury	Damage	Type of Crash	Weather
1/25/2019	0	0	1	Sideswipe-OD	Clear
11/8/2019	0	0	1	Veh vs Fence	Clear
10/19/2020	0	0	1	Sideswipe-SD	Cloudy
10/28/2020	0	1	0	Angle	Rain
1/14/2021	0	0	1	Tree/Deer	Clear
7/24/2021	0	0	1	Tree/Deer	Clear
8/21/2021	0	0	1	Tree/Deer	Cloudy
1/4/2022	0	0	1	Tree	Clear
1/10/2022	0	0	1	Utility Pole	Clear
2/8/2022	0	0	1	Rear end	Clear
3/30/2023	0	1	0	Rollover	Cloudy
5/6/2023	0	1	0	Side Swip-SD	Cloudy
7/27/2023	0	1	0	Angle	Clear
8/23/2023	0	0	1	Angle	Clear
9/16/2023	0	0	1	Rear End	Rain
12/10/2023	0	0	1		Clear
Total	0	4	12		

The resulting crash rate was then calculated at 2.167 per 1,000,000 VMT. According to the Tennessee Department of Transportation, the statewide crash rate average for an urban 2 or 3 lane roadway is 3.301 per 1,000,000 VMT.

Boyd Mill Ave Project Options

Southerland Company is in the process of widening Boyd Mill Ave from SR96 - 886LF South of SR96. At the completion of this project there will be a 3,500LF unimproved section on Boyd Mill Ave (See Exhibit A). City staff has developed 6 options for improvements to Boyd Mill Ave (See Exhibit A). The proposed options and cost are shown below:

Option 1 and 2

Boyd Mill Ave (886LF South of SR96 - Franklin Green Pkwy)	Full Width Construction	Half Width Construction
Design	\$ 454,682	\$ 227,341
ROW	\$ 375,000	\$ 187,500
Construction	\$ 3,789,020	\$ 1,894,510
Total Est Cost	\$ 4,618,703	\$ 2,309,351

Option 3 and 4

Boyd Mill Ave (Franklin Green Pkwy - Downs Blvd)	Full Width Construction	Half Width Construction
Design	\$ 579,466	\$ 289,733
ROW	\$ 125,000	\$ 62,500
Construction	\$ 4,828,880	\$ 2,414,440
Total Est Cost	\$ 5,533,345	\$ 2,766,673

Option 5 and 6

Boyd Mill Ave (886LF South of SR96 - Downs Blvd)	Full Width Construction	Half Width Construction
Design	\$ 1,034,148	\$ 517,074
ROW	\$ 500,000	\$ 250,000
Construction	\$ 8,617,900	\$ 4,308,950
Total Est Cost	\$ 10,152,048	\$ 5,076,024

Downs Blvd Multipurpose Trail

Over the years, City staff has received numerous requests for pedestrian improvements along Downs Blvd between the Tywater Crossing HOA and Boyd Mill Ave (see exhibit A). Below is a preliminary estimate for the construction of a 12' wide trail system on Downs Blvd between Tywater Crossing HOA and Boyd Mill Ave:

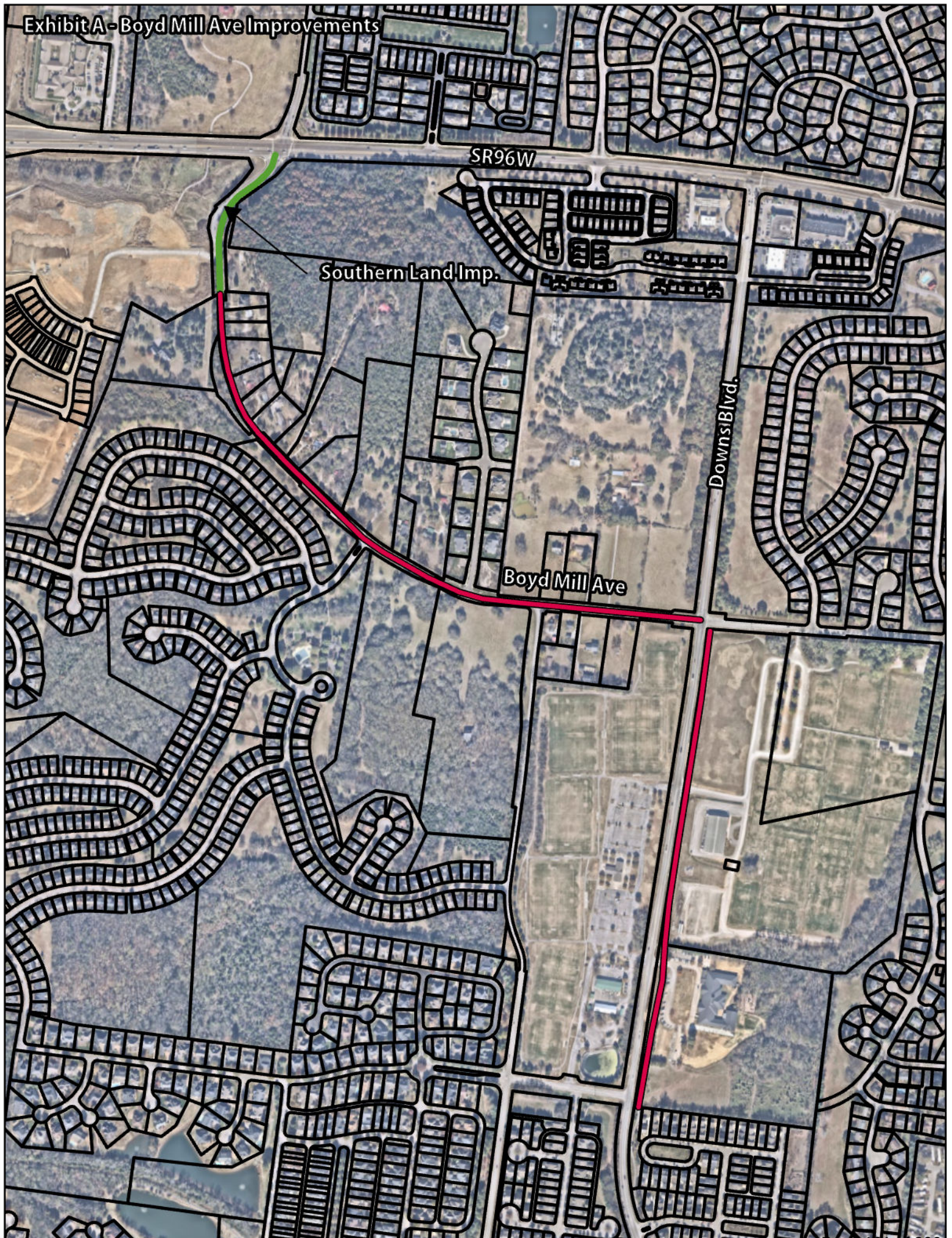
Downs Blvd Trail Estimate

	Length (Ft)	FY 2025 Cost	FY 2027 Cost
Design	N/A	\$ 131,450.00	\$ 157,740.00
ROW (30' @ \$15/SF)	N/A	\$ 1,183,050.00	\$ 1,419,660.00
Downs Blvd Trail	2,629	\$ 1,314,500.00	\$ 1,577,400.00
Total Est. Cost		\$ 2,629,000.00	\$ 3,154,800.00

Recommendation

This memo is being provided for informational purposes only. Given the crash rate on Boyd Mill Ave, staff does not recommend increasing the priority of the Boyd Mill Ave project at this time. It should also be noted that the donation of ROW and/or easements for the Downs Blvd Multipurpose Trail Project would substantially decrease the cost of the project.

Exhibit A - Boyd Mill Ave Improvements





Capital Projects

Additional Projects

March 12, 2024

Capital Project Discussion

Agenda

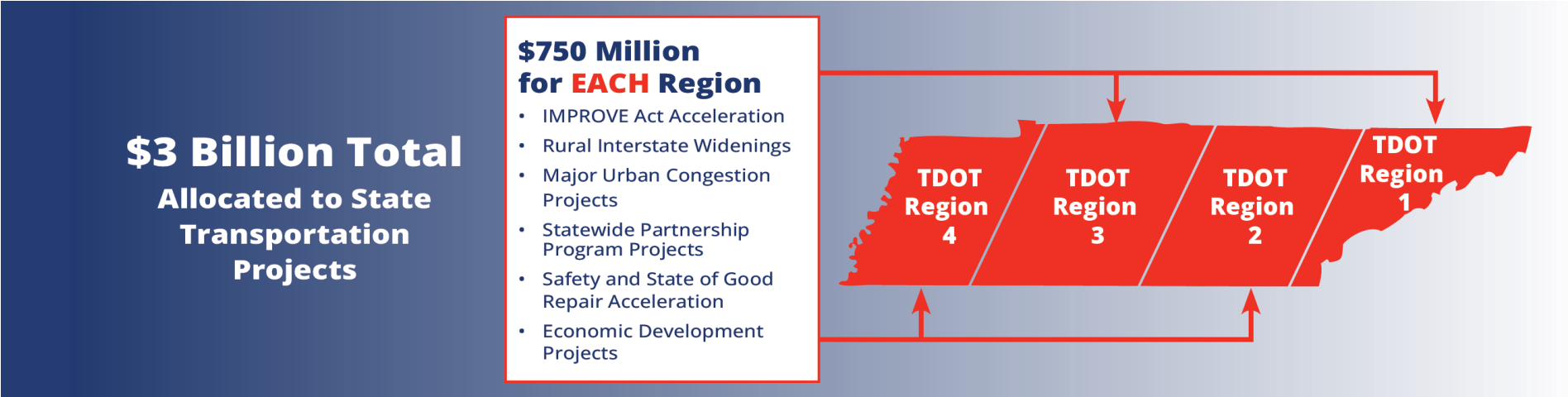


- **TDOT – 10 Year Plan**
- **BOMA CIP Additional Projects**

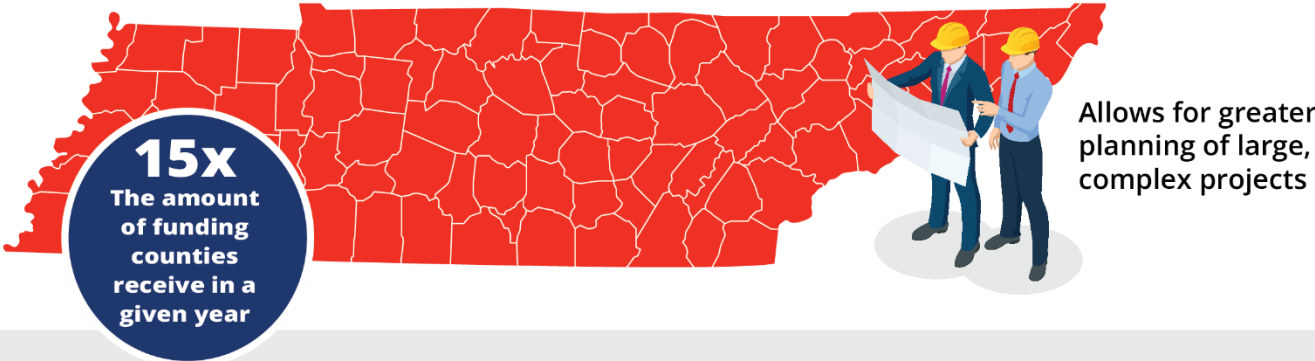
Overview – 10 Year Project Plan



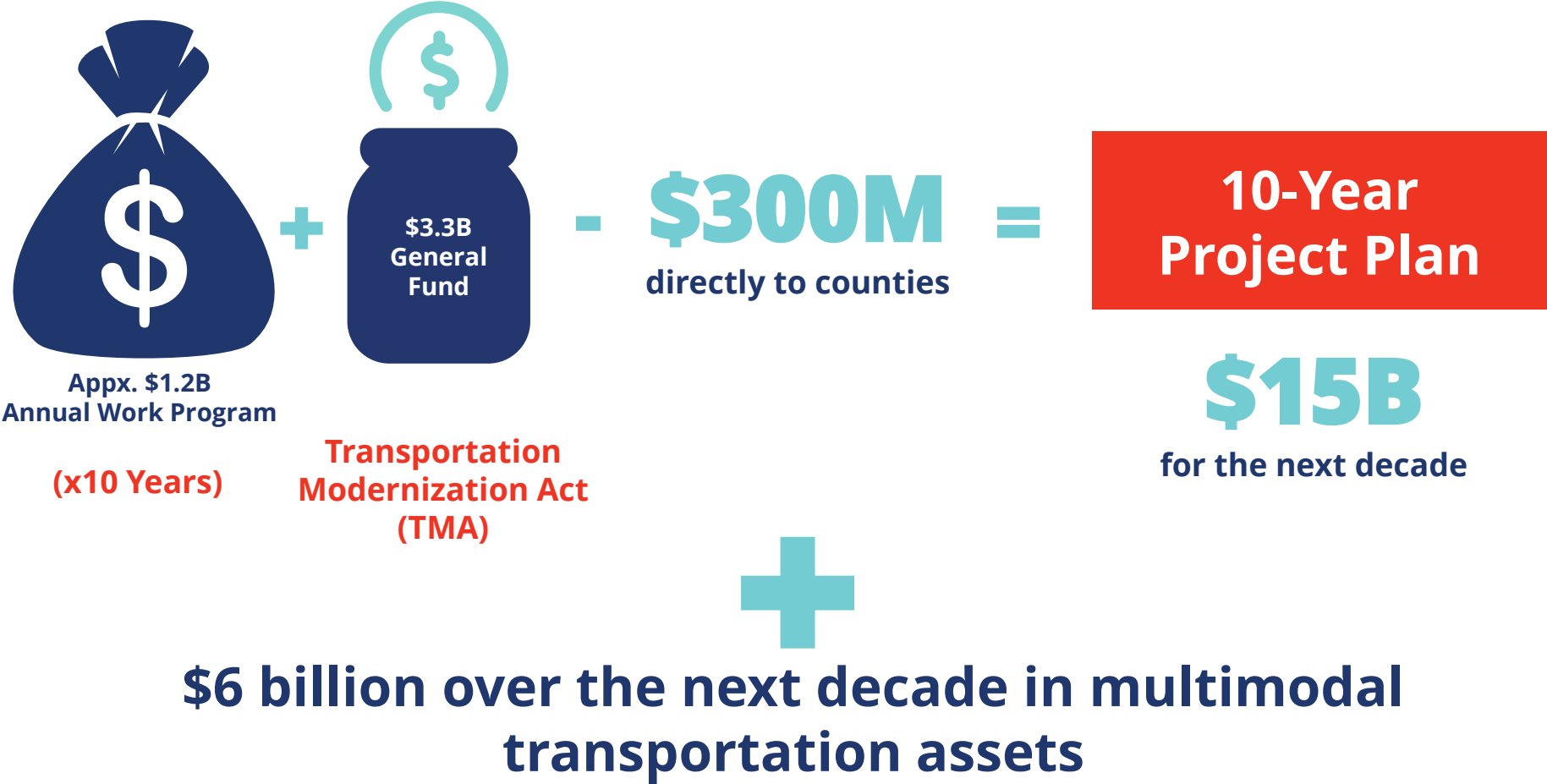
The General Assembly’s historic investment of \$3.3B called for a comprehensive approach for prioritizing and programming projects across the state.



Additional \$300 Million to the State Aid Program



Funding Breakdown



Overview – 10 Year Project Plan (Williamson County)

- Maury/Williamson State Route 6 Widening (I-840 - Mack Hatcher)
 - 146.9M Project
 - 2033 Estimated Construction Year
- Maury/Williamson State Route 6 Widening (Duplex Road – I-840)
 - 152.9M Project
 - 2033 Estimated Construction Year
- Nashville Interstate 65 Corridor Priority Investment
 - \$48M

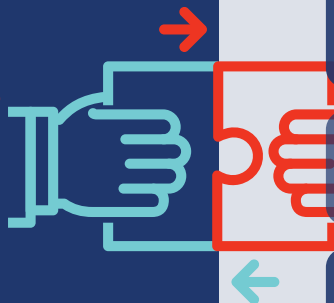
Advancing Additional Projects



TDOT is funded annually

Projects are tied to when anticipated dollars become available.

Each year, TDOT will reevaluate our 10-year plan to see if other funding can be brought to these projects.



Examples of this would be:

Statewide Partnership Program dollars from communities

FHWA Grants

General Fund Transfers from the State budget

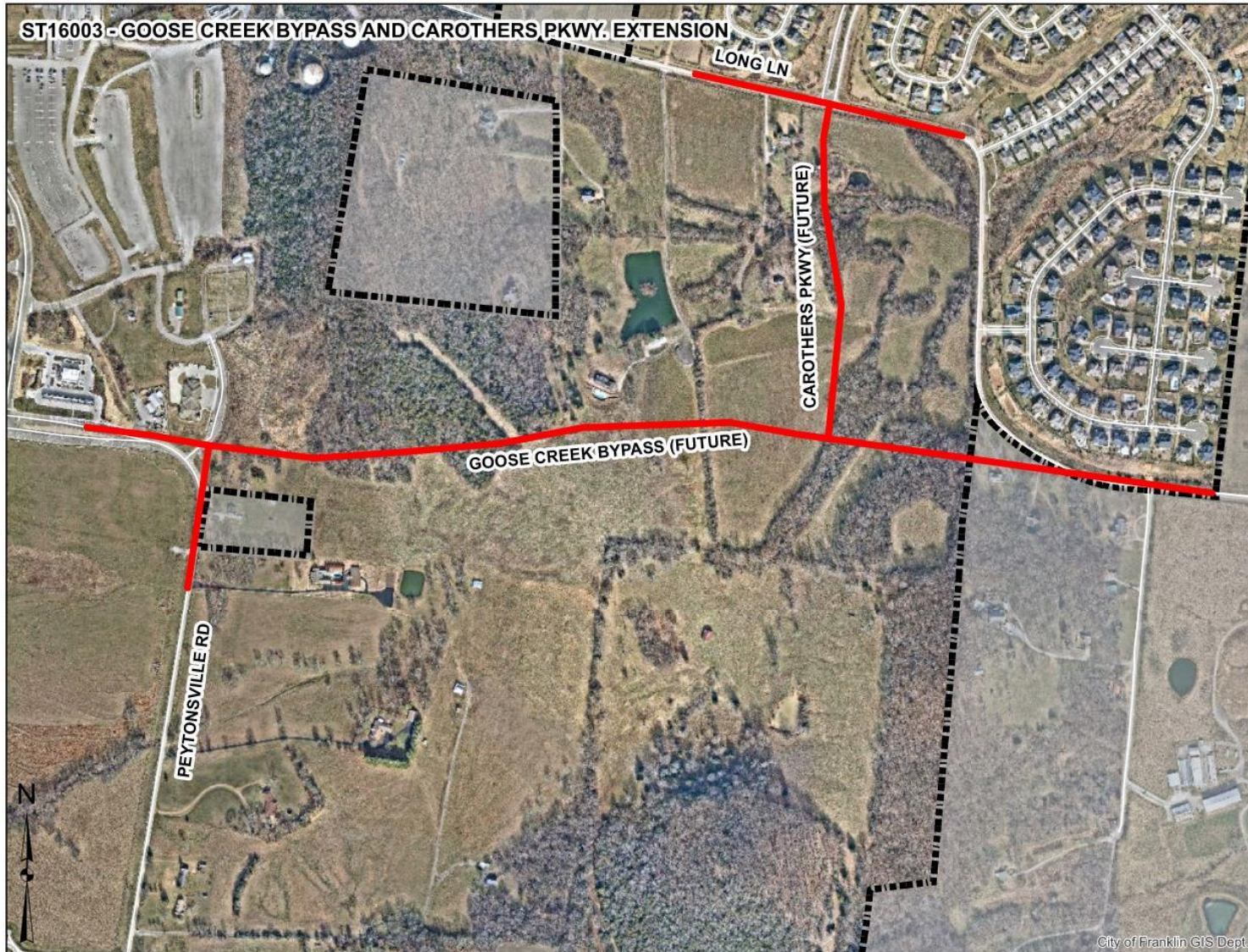
Block Grant dollars from MPOs

Direct Federal Appropriations



Capital Project Discussion

Goose Creek Bypass and Carothers Pkwy. Extension (ST16003)

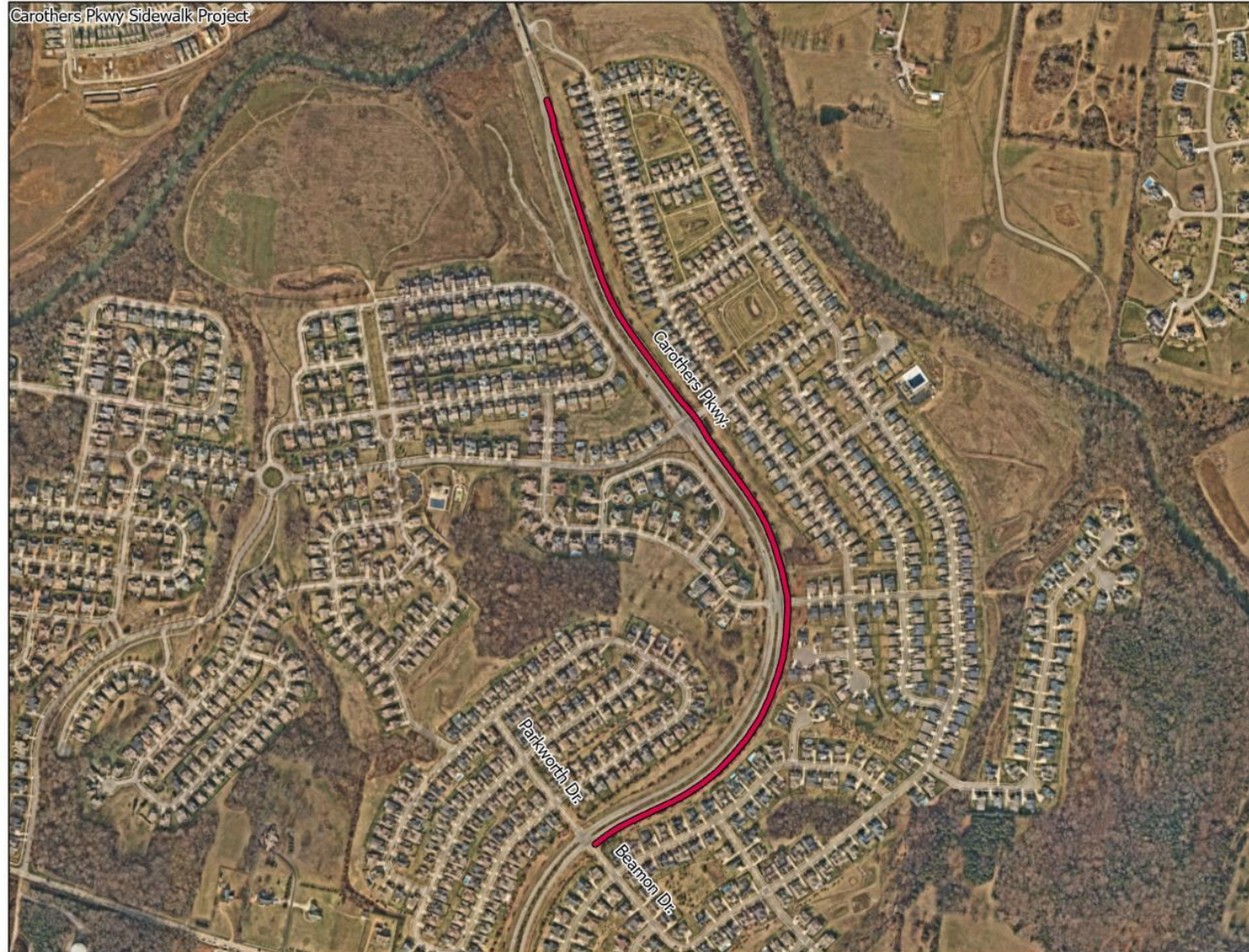


Design/Planning	\$3,800,000
ROW/Easements	\$4,600,000
Construction / CEI	\$31,600,000
Total	\$40,000,000

- Priority – 4 Star Project
- Provides connectivity of Major Arterial Roadways
- The Goose Creek area is a short term growth opportunity to support economic development.
- Improvements will support existing developments along Carothers Parkways.

Capital Project Discussion

Carothers Parkway Sidewalk Project (ST16022)

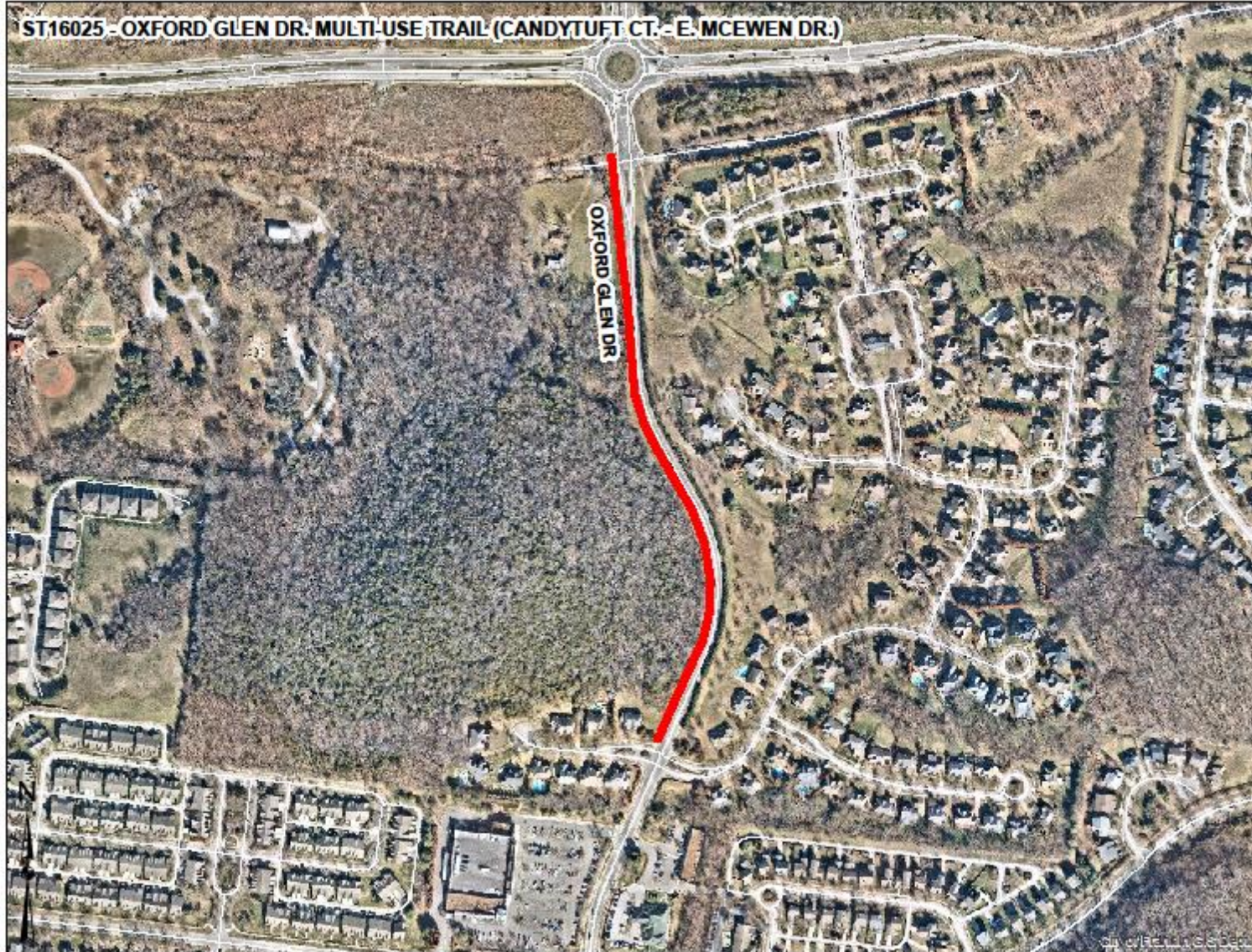


Design/Planning	\$100,000
ROW/Easements	\$0
Construction / CEI	\$1,400,000
Total	\$1,500,000

- Priority – 1 Star Project
- This project will provide pedestrian connectivity from Beamon Dr. to future SE Park

Capital Project Discussion

Oxford Glen Dr. Trail (Candytuft Ct. – E. McEwen Dr.) (ST16025)

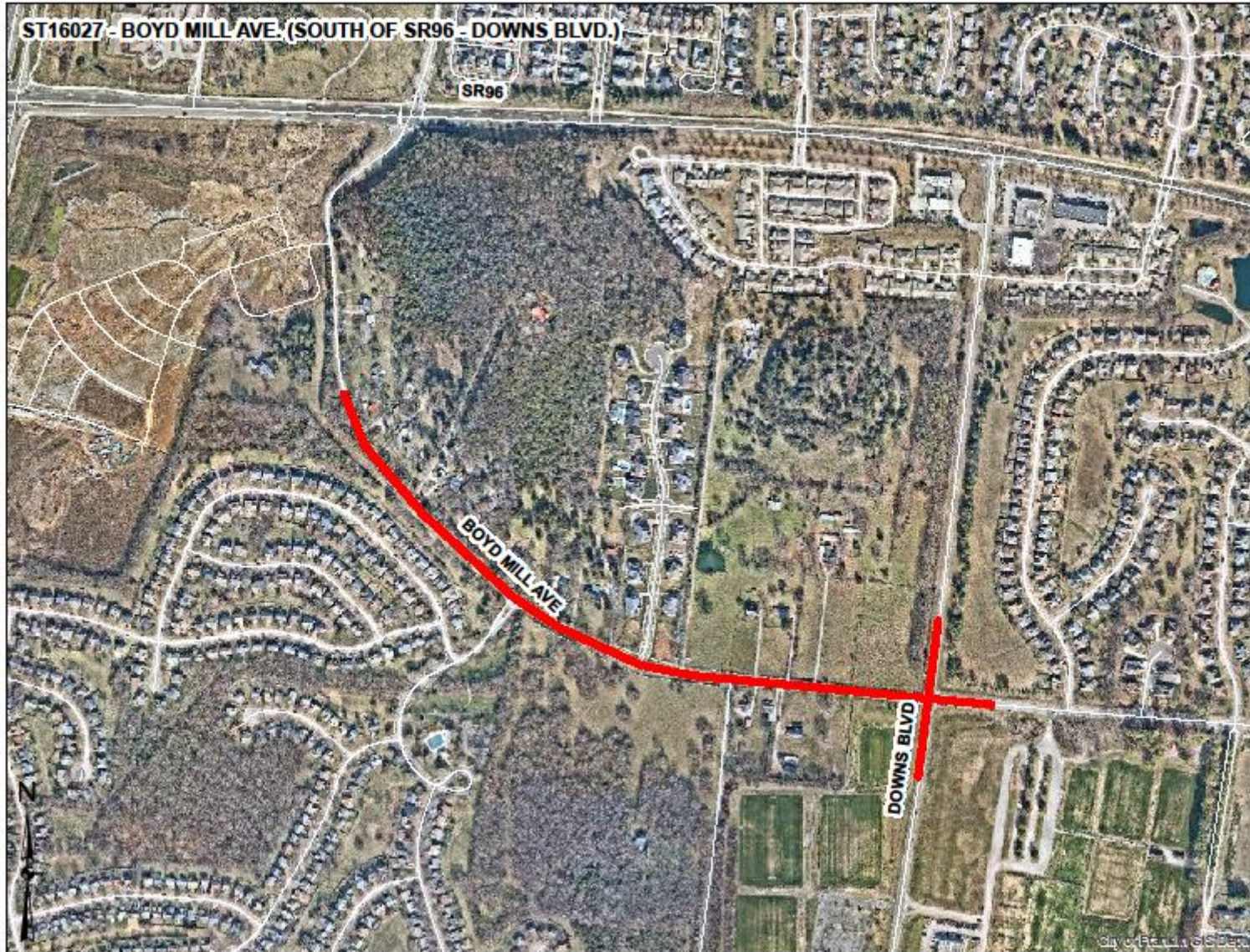


Design/Planning	\$100,000
ROW/Easements	\$400,000
Construction / CEI	\$600,000
Total	\$1,100,000

- Priority – 1 Star Project
- This is a sidewalk gap project requested by the HOA's in the area.
- To help move this project forward the HOA should work with the City to dedicate the necessary ROW and the City should look to use GAP funding to complete this project.

Capital Project Discussion

Boyd Mill Ave (South of SR96-Downs Blvd) (ST16027)

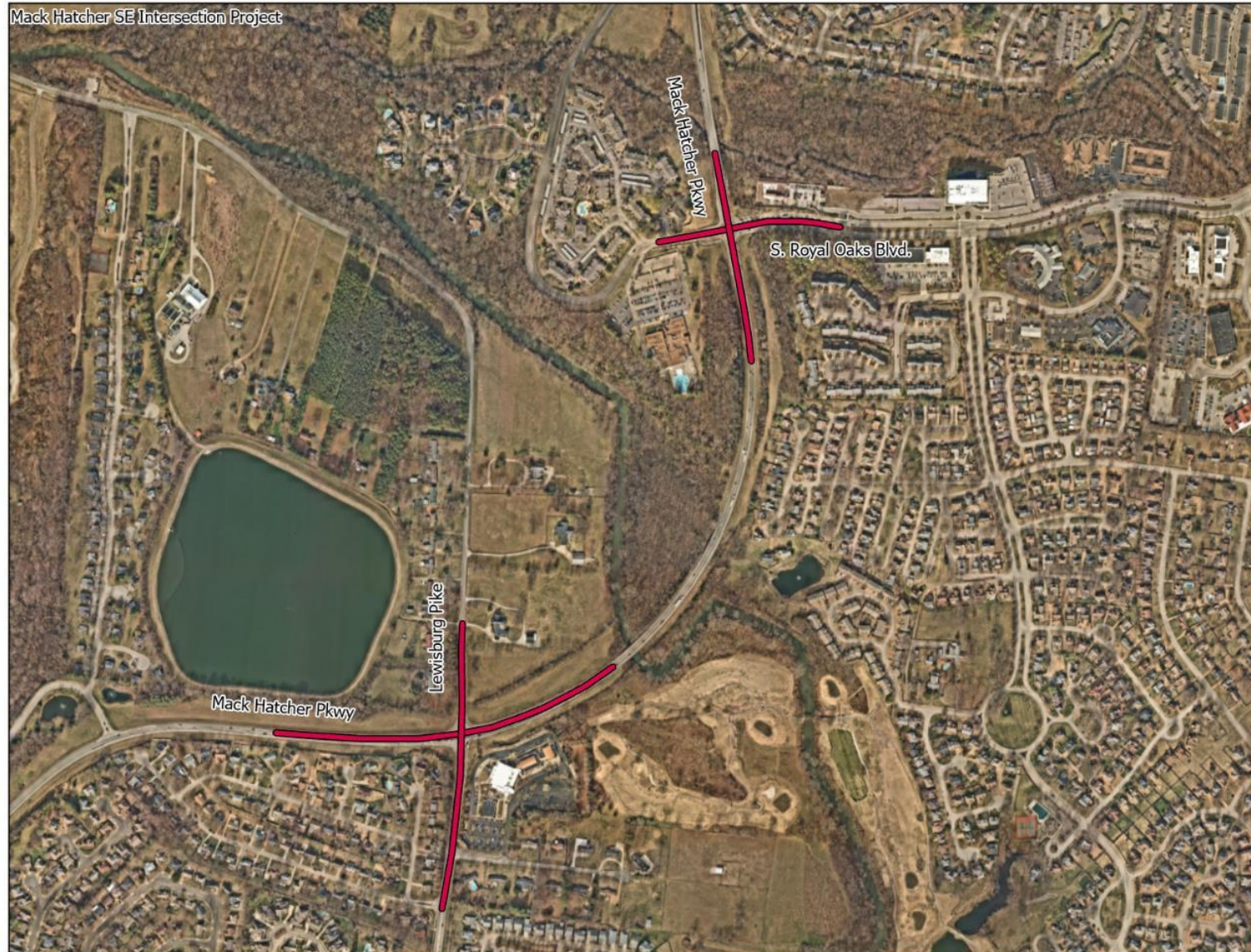


Design/Planning	\$1,100,000
ROW/Easements	\$500,000
Construction / CEI	\$8,800,000
Total	\$10,400,000

- Priority – 2 Star Project
- This section of Boyd Mill was designed in 2009 and the majority of the ROW was acquired. This is the one section of Boyd Mill Ave that has not been completed. This project would help fill bike / pedestrian gaps in the area.

Capital Project Discussion

Mack Hatcher SE Intersection Project (ST19003)

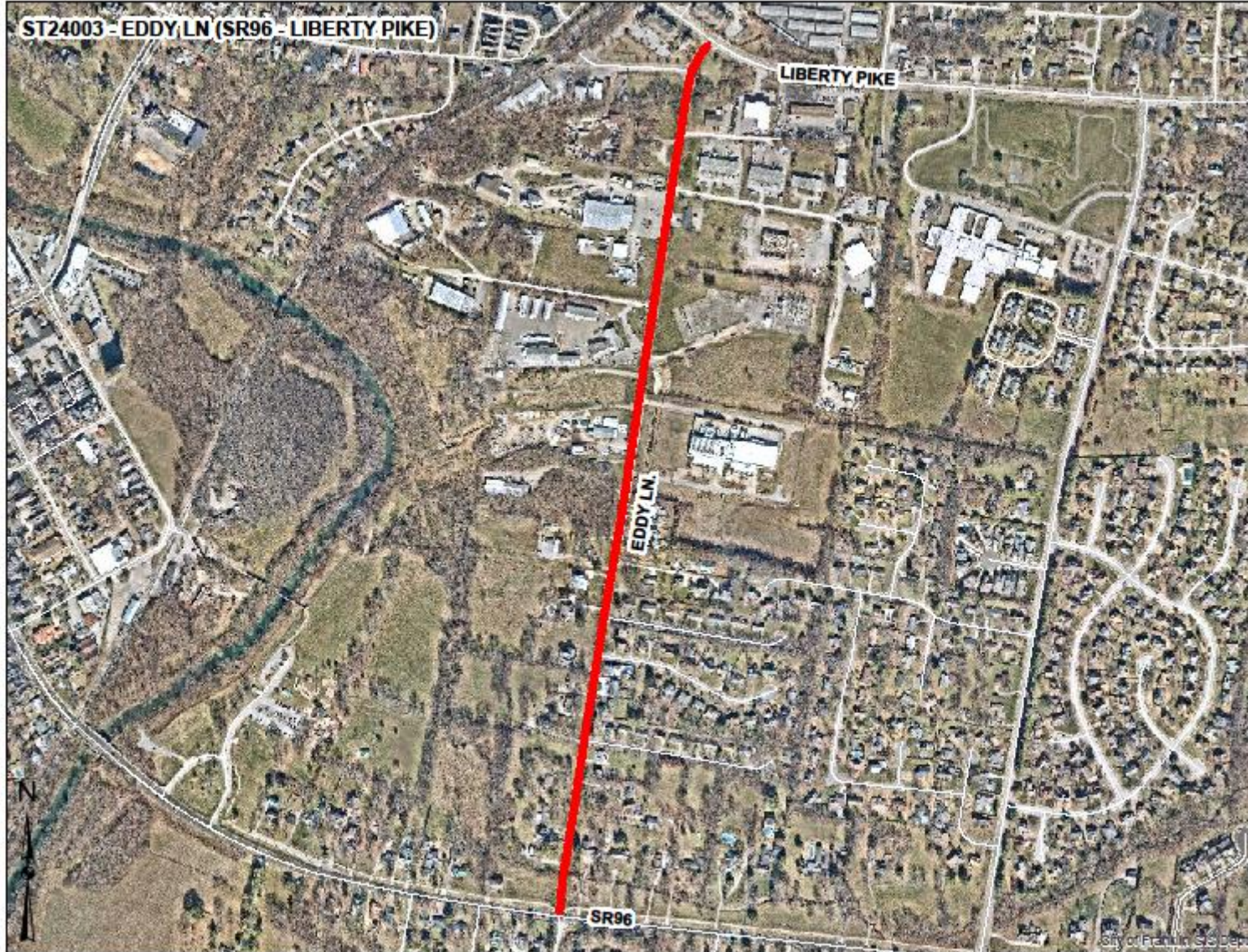


Design/Planning	\$1,000,000
ROW/Easements	\$1,000,000
Construction / CEI	\$11,000,000
Total	\$13,000,000

- Priority – 4 Star Project
- An Intersection project at Mack Hatcher/S. Royal Oaks Blvd. and Mack Hatcher / Lewisburg Pike would provide significantly improve capacity.
- The City of Franklin is actively working with TDOT and GNRC to identify funding.
- MPO Projected Horizon Year – 2035.

Capital Project Discussion

Eddy Lane (SR96 – Liberty Pike) (ST24003)

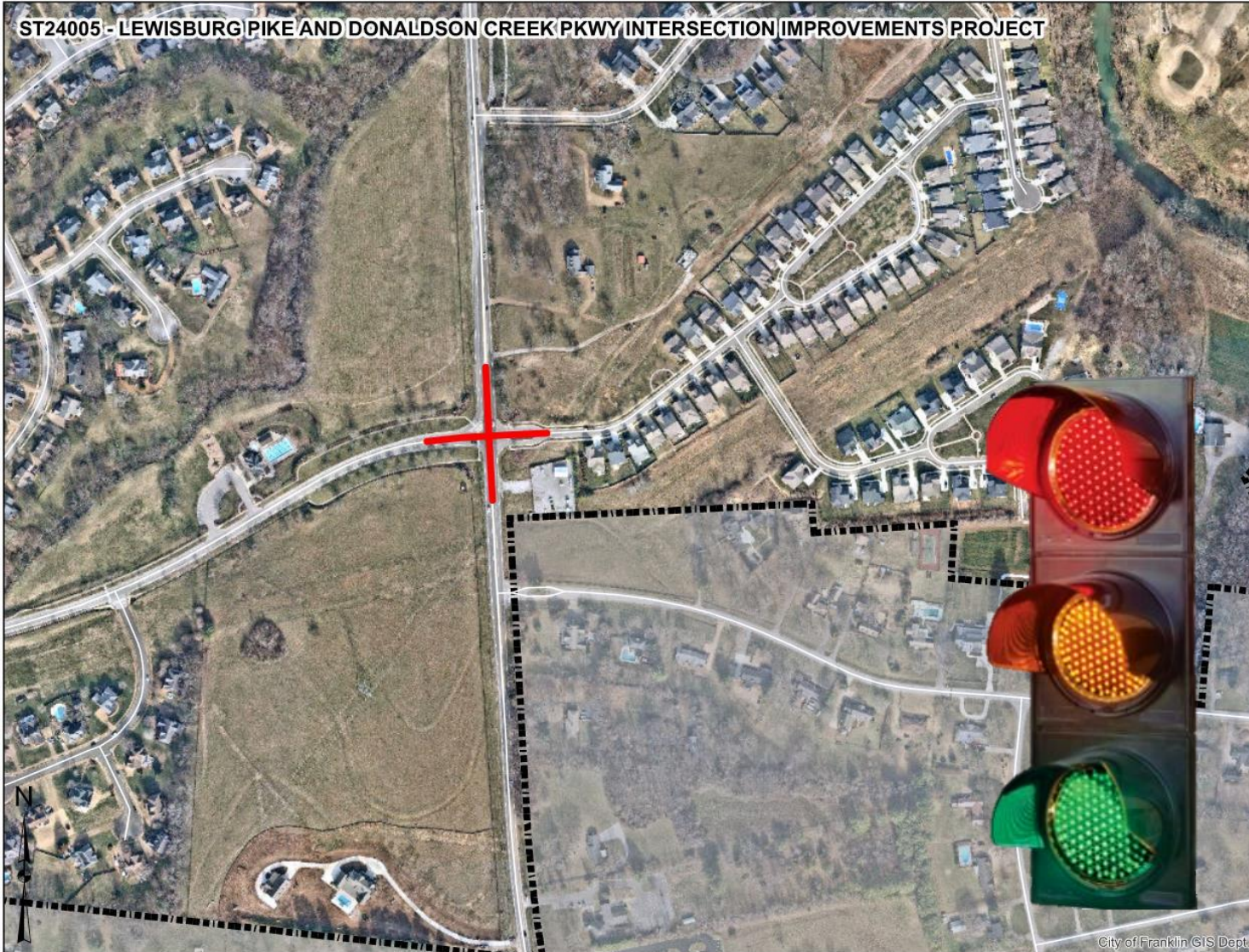


Design/Planning	\$1,800,000
ROW/Easements	\$1,800,000
Construction / CEI	\$7,400,000
Total	\$11,000,000

- Priority – 3 Star Project
- Residents on Eddy Lane have wanted sidewalks for years. This project would widen Eddy lane too 3 lanes and provide connectivity from SR96 to the Factory and Harlinsdale Farm.

Capital Project Discussion

Lewisburg Pike and Donelson Creek Pkwy Intersection Improvements (ST24005)



Design/Planning	\$65,000
ROW/Easements	\$50,000
Construction / CEI	\$850,000
Total	\$965,000

- Priority – 4 Star Project
- Design has been funded via annual budget process.
- A traffic signal is warranted at this location and should be installed to improve safety. Staff is working with TDOT to obtain funding for the project.

Capital Project Discussion

Old Liberty Pike (Franklin Rd. – Daniels Dr.) (ST24009)



Design/Planning	\$240,000
ROW/Easements	\$1,000,000
Construction / CEI	\$3,000,000
Total	\$4,240,000

- Priority – 1 Star Project
- Improves safety and provides pedestrian facilities on a local roadway

Capital Project Discussion

Mack Hatcher NW Bridge Project (ST24010)

Mack Hatcher NW Bridge Project



Design/Planning	\$1,500,000
ROW/Easements	\$2,500,000
Construction / CEI	\$37,000,000
Total	\$41,000,000

- Priority – 4 Star Project
- This project will significantly improve capacity at Mack Hatcher and Hillsboro Road.
- The City of Franklin is actively working with TDOT and GNRC to identify funding.
- Estimated Bridge Cost is \$30,000,00 (1/2 Mile Bridge)

Capital Project Discussion

Jackson Lake Project



Design/Planning	\$500,000
ROW/Easements	\$0.00
Construction / CEI	\$4,000,000
Total	\$4,500,000

- 11.5 AC Lake
- Lake was dredged between 2011 – 2014 at a cost of \$1,700,000.
- Lake is intended for the sole use of residence only all others are prohibited according to HOA. All maintenance of the lake and dam is HOA responsibility.

Capital Project Discussion

Carter Hill Battlefield Park (PARK PROPERTY ACQUISITION)
1200 Columbia Ave (PK24000A)



PROJECT TO BE DISCUSSED AT THE MARCH 26TH BOMA WORKSESSION



Acquisition	\$8,300,000
Design/Planning	\$65,000
Construction / CEI	\$65,000
Total	\$8,430,000

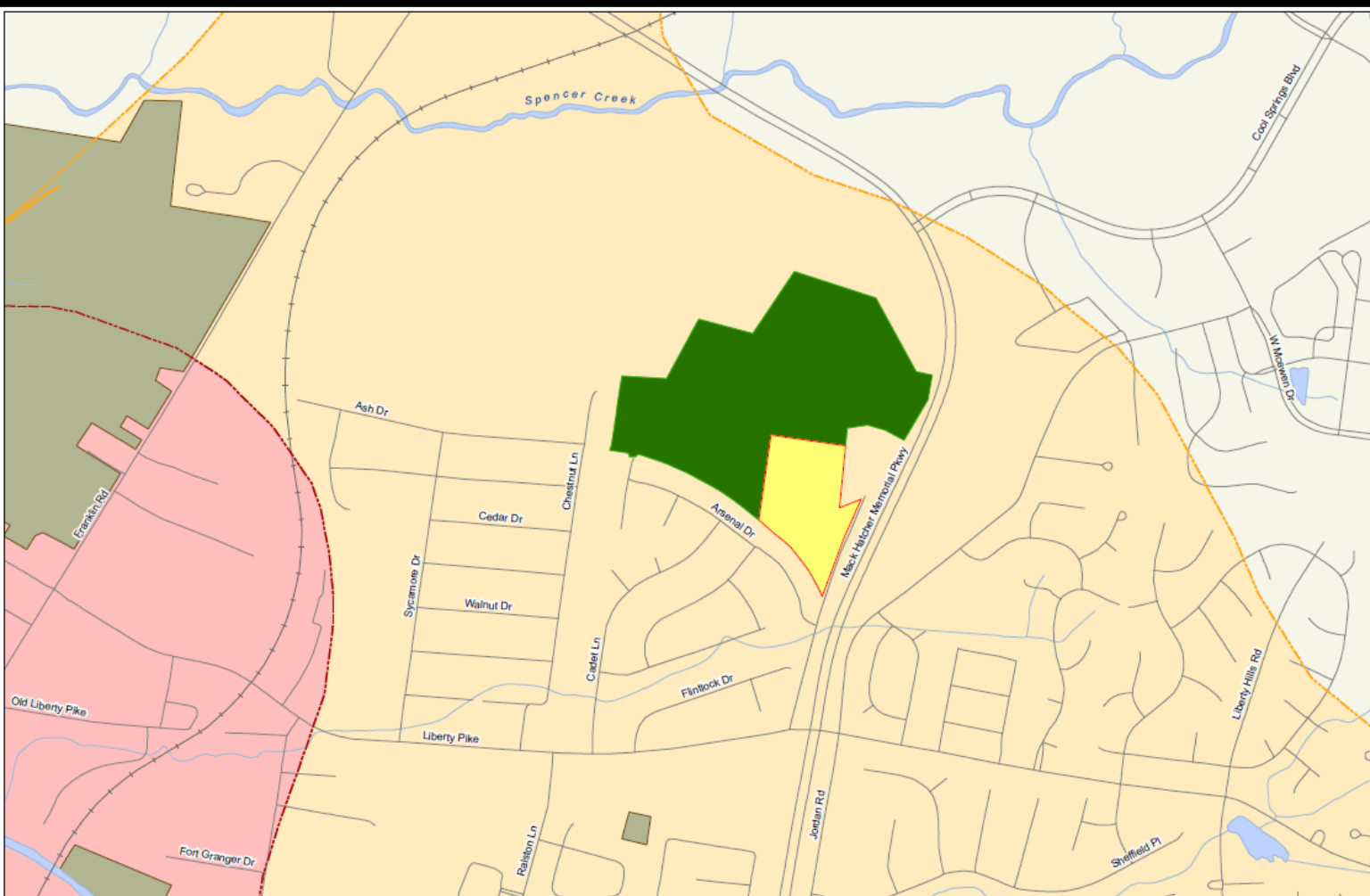
- Priority – 4 Star Project
- Acquisition Process:
 - Franklin's Charge (Part I – Carter Hill Addition)
 - DePriest Property: Value \$2M
 - Williams Property \$4M
 - Spivey Property \$2.3M
 - Transfer to the City for the final portion of this funding, \$4 million. This funding could be paid with a portion up front, and the balance paid over 5-years.
 - Close on property by 11/1/24
- Final property acquisitions to finish the park.

Capital Project Discussion

Roper's Knob Historic Park (PARK PROPERTY ACQUISITION)
171 Hillhaven Lane(PK24000B)



PROJECT TO BE DISCUSSED AT THE MARCH 26TH BOMA WORKSESSION



Acquisition	\$8,300,000
Design/Planning	\$150,000
Construction / CEI	\$1,000,000
Total	\$9,450,000

- Priority – 4 Star Project
- Acquisition Process:
 - Franklin's Charge (In addition to Carter Hill Property)
 - \$2 Million appraised value
 - 13.58-acres total
 - \$1 Million From City by 9/1/24
- Property adjacent to historic Roper's Knob Park.



Questions ?





City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Removal of CIP Projects

Project Descriptions	Cost	Baggett	Barnhill	Blanton	Brown	Burger	Caesar	Moore	Petersen	Potts	Count
		x	x	x	x	x	x	x	x	x	9
Under Construction											
Bicentennial Park	\$11,715,112										0
USACE - Home Raising Project	\$11,610,367										0
Greenway & Bridge	\$4,481,388										0
Bundled Bridges Construction & Rehabilitation Contract	\$3,863,035										0
Hayes Home Restoration (Harlinsdale)	\$1,672,350										0
Thompson Alley Neighborhood Park	\$504,995										0
											0
Right-of-Way/Acquisition/Bidding											
Southeast Municipal Complex - Ph.1	\$48,198,382										0
East McEwen Drive - Phase 4	\$47,000,706										0
Lockwood Glen Park	\$14,287,873		x								1
Lewisburg Sidewalk - to Collins Farm	\$4,156,145										0
Jordan Road	\$3,541,764										0
											0
Design - Committed											
New City Hall	\$99,690,597		x								1
Long Lane & Old Peytonsville	\$45,735,967	x		x		x ^{notes}			x		4
McEwen Phase 5	\$19,800,687						x				1
Liberty Park Improvements	\$11,672,355										0
Main Barn Restoration (Harlinsdale)	\$4,000,004		x								1
											0
Design - Uncommitted											
Mallory/N Royal Oaks/Liberty	\$21,723,895	x		x					x		3
Carlisle Ln (SR96W-Future Mack Hatcher Pkwy)	\$20,000,000	x	x	x	x	x	x	x	x	x	9
Church Street	\$16,532,450									x	1
Peytonsville Rd & Pratt Ln Int. Improvements	\$14,100,000					x					1
Lewisburg Sidewalk - Collins Farm to Carriage Park Drive	\$5,389,479								x		1
Greenway (Aspen Grove to Mack Hatcher)	\$5,283,353	x				x	x	x		x	5
Greenway (Pinkerton Park to Franklin Road Bridge)	\$5,250,000		x					x		x	3
Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	\$4,800,000	x					x				2
Lewisburg Sidewalk - Carriage Park Drive to Mack Hatcher	\$4,189,479	x					x	x	x		4
Main St Sidewalk Repair Project	\$3,013,164	x								x	2



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Baggett	Project:		Description:
	1st Project		
	Major Legacy Street Upgrades	Eddy Ln, Boyd Mill, Old Liberty Pike Improvements. Need improvement and development not likely to pay for these in a timely manner before external impacts cause major issues	
	2nd Project		
	Carter Hill Battlefield Purchase	Purchase 3 parcels to complete Carter Hill Battlefield Park.	
	3rd Project		
	Margin and Lewisburg (5th) Intersection		
	4th Project		
	Mack Hatcher Package for Partnership with TDOT	NW Bridge, SE Expansion, Franklin Rd Lewisburg intersections. Allocate funds to take to TDOT to expedite these projects	
	5th Project		
Battle Ave Bridge Proj			
Notes:			
Lockwood Glen Park and SE Municipal Complex costs and scope needs to be reviewed. This is almost \$60m of parks for that area. This is a significant investment and we need to see if there are ways we can reduce costs on this project. Note the home raising project is not actually under construction. This strategy needs to be revisited. We need to stick by our funding commitment but i don't want to hold up other projects because prices are too high and/or homeowners are not opting into the program.			

Barnhill	Project:		Description:
	1st Project		
	Sidewalk Gap - Eddie Lane/Downs (complete)		
	2nd Project		
	Mack Hatcher - SW		
	3rd Project		
Sidewalk Gap - Barclay/Willow Springs/Franklin Green			

Blanton	Project:		Description:
	None		



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Brown	Project:	Description:
	1st Project	
	Jackson Lake Rock	Jonathan Marston and Jeff Willoughby met with Bob Stokey (HOA) to see what preventive measure could be put in place to mitigate sediment build up at the junction of Jackson Lake and Dry Branch Creek. A modified forebay of rock could help address the situation, prevent future dredging, and be maintained in one area around the bridge over Dry Branch creek in the Jackson Lake subdivision
Burger	Project:	Description:
	1st Project	
	Sidewalk	Oxford Glen from Daylily Dr. to McEwen Drive at the roundabout
	Notes:	
	Would like to know what projects have money coming in from the Impact Fees and State and Grants	
	Peytonsville Rd. Pratt Lane: If we can reduce the this overall price on the Peytonsville Pratt Lane then we could put this project back on, but the overpass done must be done now! Bring back options - needs to have partnership with the Beasley property and Boyle Co.	
	Main Street Sidewalk Repairs- Need to do this project for safety reasons, but we must keep this project within scope	
	NOTE REGARDING - Mallory Lane & Liberty Pike Intersection - I assume that at least two or maybe three Alderman have recommended taking out the Mallory Lane/ Liberty Pike intersection (roundabout). I think it is gross negligent to revisit this after past boards have spent time and money on this to make sure the right decision was made. Furthermore the longer we put this off the more expensive it will be. Years ago the board had the opportunity to bite the bullet and jump on McEwen Dr. Phase IV for around \$25 to \$27 Million. Look where we are now with a 15 year delay, \$47 Million. I am not interested in going backwards when so much commitment, time and money has already been invested. Plus the regular intersection with a light is more expensive, requires impeding apartment complex more not the and we will need to construct a very high wall- all of which our last board said no to. Some of these decisions need to be honored and an Alderman who says she does not like roundabout, and another Alderman who says she does not like it because some residents don't like roundabouts and they don't want one there, is NO reason to revisit this and change it. One of my constituents- who also spoke with one of the above Alderman, said she thinks a roundabout is not a good ideas and then admitted to me because she does not like to drive them at the age of 74. Rest my case.	



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Caesar	Project:		Description:	
	1st Project			
	Donelson Creek Parkway and 431 Traffic Signal		4-way stop light including turn signal for Lewisburg (431) and Donelson Creek Parkway	
	2nd Project			
	Mack Hatcher SE expansion investments, TBD		Explore future investments in improvements in the Mack Hatcher SE area to encourage state to expand or partner on intersection enhancements to improve traffic flow	
Notes:				
Lewisburg sidewalk - Carriage Park Drive to Mack Hatcher would shift in priority if Mack Hatcher expansion resurfaced.				
Moore	Project:		Description:	
	None			
Petersen	Project:		Description:	
	1st Project			
	Look again at multi-use trails and greenways			



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

BOMA Additional CIP Projects

Potts	Project:		Description:	
	1st Project			
	Carothers Parkway Sidewalk Connectivity		Carothers Parkway sidewalks from Beamon Dr./Parkworth Drive leading to entrance of SE Park	
	2nd Project			
	Mack Hatcher and Royal Oak intersection improvement		Redesign intersection and adding turn lanes: Heading north on Mack Hatcher onto Royal Oaks. Pending verification of ownership of the this corner (Forrest Crossing HOA), COF could purchase ROW and provide it to the state to create a second dedicated	
	3rd Project			
	96 and 65 Overpass: Updating Traffic Paint & Signs on each side of the bridge/overpass.		Add Painted zone designating the center of the intersection so that drives know not to sit/wait on in the area which results in blocking the intersection. Hang "Do NOT block intersection" on all four sides of centered between stop lights.	
	4th Project			
	Carothers Parkway extension to Peytonsville Road		Extending 4 lanes southbound to intersect with Peytonsville Road. Increase access to Goose Creek & 65. Decrease utilization of Long Lane Overpass.	
	Notes:			
Please note the State Road Ward 3 Road Priorities:				
1. Mach Hatcher Pkwy SE widening from Hwy 96 down to Columbia = 4 lanes				
2. Lewisburg and Mack Hatcher turn lane improvements in all 4 directions				
3. Widening Lewisburg Pkwy from Mack Hatcher Pkwy down to Donelson Pkwy				
4. Widening Lewisburg Pkwy from Poplar St. northbound to HenPeck Lane				



File #: 21-06174

DATE: March 4, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of COF Contract No. 2024-0068, With Tennessee Department Of Transportation For The City Of Franklin's ADA Transition Plan Self-Certification

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the City of Franklin's Americans with Disabilities Act (ADA) Transition Plan.

BACKGROUND/STAFF COMMENTS:

On July 26, 1990, President George H.W. Bush signed into law the ADA, a comprehensive civil rights law prohibiting discrimination on the basis of disability. The ADA law broadly protects the rights of individuals with disabilities in employment, access to state and local government services, places of public accommodation, transportation and other important areas of American life. The ADA law also requires newly designed and constructed or altered state and local government facilities, public accommodations and commercial facilities to be readily accessible to and usable by individuals with disabilities.

The City of Franklin is striving to make all City programs, services and facilities accessible to all persons, especially those with disabilities. The American with Disabilities Act Transition Plan is the City's commitment to providing equal access to all of its public programs, services, facilities and activities for citizens with disabilities. To develop this plan, the City has undertaken a comprehensive evaluation of its facilities and programs to determine what types of access barriers exist for individuals with disabilities. This form will be used to certify that the City has been updating the ADA Transition Plan (TP) to ensure the City's commitment toward compliance with Title II of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

FINANCIAL IMPACT:

There is no financial impact on the City of Franklin as we remain compliant with ADA regulations. Expenses associated with Transition Plan implementation are included in the City's operating budgets.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0068.



Name of Municipality: City of Franklin

Status of ADA Transition Plan (Last updated / brief description of updates)

The City's ADA Transition Plan was last updated in 2019. Since that date, the City has made significant progress in particular with retrofitting curb ramps to bring them into ADA compliance. The City is currently reviewing our Plan and will likely report that progress along with other efforts in an upcoming revision.

Published ADA Transition Plan (web address, public notices, etc.)

[City of Franklin – ADA Self-Evaluation & Transition Plan \(franklin.tn.gov\)](http://franklin.tn.gov)

Name of ADA Coordinator

Sara Sylvis	Risk/Benefits Manager & ADA Coordinator
_____ Name	_____ Title
615-791-3216	sara.sylvis@franklin.tn.gov
_____ Phone Number	_____ E-mail Address

This is to certify our agency has been updating the ADA Transition Plan (TP) to ensure agency' commitment toward compliance of Title II of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

Municipality Mayor

Ken Moore		
_____ Name	_____ Signature	
	ken.moore@franklin.tn.gov	
_____ Date	_____ Phone Number	_____ E-mail Address

Send this form with supporting documentation to:

TDOT, Roadway Design Division, ADA Office 615-741-0465
 James K. Polk Building, Suite 1200, 505 Deaderick Street, Nashville TN 37243
 or
 documents may be sent electronically to: shanna.chevalier@tn.gov or TDOT.ADA@tn.gov



File #: 21-04778

DATE: March 22, 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:

Consideration Of Ordinance 2023-41, An Ordinance To Amend Chapter 4 Of Title 16 Of The Franklin Municipal Code, Concerning Road Impact Fees
WS 1/23/24

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 an 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. City staff has now presented the proposed road impact fees at three BOMA work sessions and held meetings with the Design Professionals Group, NAIOP, the Development Services Advisory Commission and the Housing Commission.

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 recommends that the Board of Mayor and Aldermen approve 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 Board of Mayor and Aldermen believe it to be in the best interest of the residents of Franklin to implement changes to Road Impact Fee calculations in two phases, one being effective at a rate of 50% beginning January 1, 2025, and a second being effective at a rate of 100% beginning January 1, 2026; 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" tables, and by replacing them with the tables included as Exhibit A.

SECTION II: Beginning January 1, 2027, the City Engineer, in consultation with the City Administrator and such other City staff as the City Administrator may designate, 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.

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 at a rate of 50% beginning January 1, 2025, and the second phase being effective at a rate of 100% beginning January 1, 2026, after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it. Exhibit A, attached hereto, incorporates and includes the 50% and 100% limitations on implementation of fee increases.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____

ERIC S. STUCKEY

City Administrator

BY: _____

DR. KEN MOORE

Mayor

Approved as to Form

By: _____

William E. Squires

Assistant City Attorney

PASSED FIRST READING

PUBLIC HEARING

PASSED SECOND READING

PASSED THIRD READING

Implementation of Road Impact Fees										
Land Use Type	Unit	Current Fees			Fee Effective January 1, 2025			Fee Effective January 1, 2026		
		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 Det <1,500 sf	Dwelling	N/A	N/A	N/A	\$ 9,665	\$ 2,084	\$ 11,749	\$ 12,543	\$ 2,704	\$ 15,247
Single-Family Det 1,500-2,999 sf	Dwelling	N/A	N/A	N/A	\$ 10,581	\$ 2,281	\$ 12,862	\$ 14,374	\$ 3,098	\$ 17,472
Single-Family Det 3,000 sf or more	Dwelling	N/A	N/A	N/A	\$ 11,421	\$ 2,461	\$ 13,883	\$ 16,054	\$ 3,460	\$ 19,514
Single-Family Att <1,500 sf	Dwelling	N/A	N/A	N/A	\$ 8,525	\$ 1,838	\$ 10,363	\$ 10,263	\$ 2,212	\$ 12,475
Single-Family Att 1,500-2,999 sf	Dwelling	N/A	N/A	N/A	\$ 9,276	\$ 1,999	\$ 11,275	\$ 11,763	\$ 2,535	\$ 14,298
Single-Family Att 3,000 sf or more	Dwelling	N/A	N/A	N/A	\$ 9,950	\$ 2,145	\$ 12,096	\$ 13,113	\$ 2,827	\$ 15,940
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	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, 2027, the City Engineer, in consultation with the City Administrator and such other City staff as the City Administrator may designate, 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.



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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Appendix A: Single Family Tiering Analysis

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

February 13, 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
- 01/23/2024 – BOMA Work Session Presentation



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



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 Det <1,500 sf	Dwelling	N/A	N/A	N/A	\$ 9,665	\$ 2,084	\$ 11,749	\$ 12,543	\$ 2,704	\$ 15,247
Single-Family Det 1,500-2,999 sf	Dwelling	N/A	N/A	N/A	\$ 10,581	\$ 2,281	\$ 12,862	\$ 14,374	\$ 3,098	\$ 17,472
Single-Family Det 3,000 sf or more	Dwelling	N/A	N/A	N/A	\$ 11,421	\$ 2,461	\$ 13,883	\$ 16,054	\$ 3,460	\$ 19,514
Single-Family Att <1,500 sf	Dwelling	N/A	N/A	N/A	\$ 8,525	\$ 1,838	\$ 10,363	\$ 10,263	\$ 2,212	\$ 12,475
Single-Family Att 1,500-2,999 sf	Dwelling	N/A	N/A	N/A	\$ 9,276	\$ 1,999	\$ 11,275	\$ 11,763	\$ 2,535	\$ 14,298
Single-Family Att 3,000 sf or more	Dwelling	N/A	N/A	N/A	\$ 9,950	\$ 2,145	\$ 12,096	\$ 13,113	\$ 2,827	\$ 15,940
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	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

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

File #: 21-06327

DATE: March 7, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer
Shahad Abdulrahman, Staff Engineer

SUBJECT:

*Consideration Of Resolution 2024-17, A Resolution Rejecting The January 24, 2024 Construction Bid (COF Contract No. 2023-0129) For The "Liberty Park Bridge" Project (COF Project No. 2020-004)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-17, rejecting the construction bid (COF Contract No. 2023-0129) for the Liberty Park Bridge project (COF Project No. 2020-004).

BACKGROUND/STAFF COMMENTS:

In 2006, the BOMA awarded a contract for the construction of "Liberty Park Phase II Nature Park" project. One of the primary elements of this project was the installation of a prefabricated steel vehicular truss bridge with a wood plank deck over South Prong Spencer Creek along the only access drive to this section of Liberty Park. The nominal dimensions of the existing bridge are 30 feet wide by 85 feet long. The individual facilities currently located in this section of Liberty Park include: Freedom Dog Run Park, a playground, a 10-hole disc golf course, and one of the City's two road salt storage bays.

On June 22, 2021, the BOMA approved Resolution 2021-89, which approved the updated Liberty Park Master Plan. Since that time, city staff has been working with one of the Parks Department's on-call design consultants to develop construction plans for the first phase of improvements to Liberty Park. While this design work was underway, city staff also engaged one of its on-call engineering consultants to perform a technical study to determine the possibility of replacing the timber deck on the existing access drive bridge with a concrete deck. The purpose of this replacement would be to: minimize future maintenance, minimize vehicular noise, and prepare for the upcoming expansion of Liberty Park. The results of the study indicated that the structure of the existing bridge could *not* support the increase in weight of a concrete deck. However, the technical report made

some preliminary recommendations about some retrofit work that could be done to the existing bridge to allow it to support the concrete deck. With this information in hand, staff directed the on-call consultant to develop construction plans for the retrofit work that would need to be completed. The design also included the relocation of approximately 375 feet of 18-inch sanitary sewer main and a manhole that is currently located beneath the bridge, which makes access for maintenance difficult.

On November 5, 2023, the City advertised the "Liberty Park Bridge" construction contract (COF Contract No. 2023-0129) for bids. The original closing date for bids to be received was November 30, 2023. However, due to *no* interest in this project by potential bidders, the bid deadline was extended to January 18, 2024. Due to some questions and subsequent additional instructions to potential bidders, the bid deadline was extended a final time to January 24, 2024. Despite the bid deadline extensions of almost 2 months, only 2 potential bidders purchased official bid documents.

On January 24, 2024, the City received a single bid for this project from Bell & Associates Construction, LLC ("Bell") with a total bid price of \$1,622,636.00. Staff finds Bell to be a responsible contractor, which has submitted a bid that is responsive to all contract requirements. However, this cost is significantly higher than staff expected. So, after tabulation of the bid and further review, staff recommends rejection of the bid as submitted due to the higher than anticipated cost and the following additional reasons:

1. Lack of competitive number of bidders (*i.e.*, only one bid received),
2. Small scale of project *plus* its level of complexity likely led to the limited interest by potential bidders *and* the high cost of the single bid received,
3. After additional discussions, the project team has confirmed that, due to a combination of (*a*) the high cost of the complex structural retrofits and (*b*) the proposed relocation of the 18-inch sanitary sewer main, a new, fully concrete bridge structure can be constructed in approximately half of the span length of the existing bridge for a similar or likely less cost than the currently proposed design, and
4. A full replacement of the existing bridge with a shorter span, fully concrete bridge will likely lead to more interest (*i.e.*, competition) from potential bidders, versus the existing, complex retrofit design.

In addition to rejecting the current construction bid, city staff also recommends redesigning the bridge as a full replacement with a fully concrete bridge structure, rather than as a retrofit to the current prefabricated steel truss bridge. The new bridge would also be much shorter in overall span length.

FINANCIAL IMPACT:

There is no direct cost associated with the rejection of the current bid for the construction of the "Liberty Park Bridge" project (COF Contract No. 2023-0129). However, there would be an additional cost associated with the redesign of the project, which is anticipated to be approximately \$65,000.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-17 to reject the January 24, 2024 construction bid (COF Contract No. 2023-0129) for the "Liberty Park Bridge" project (COF Project No. 2020-004).

RESOLUTION 2024-17

A RESOLUTION REJECTING THE JANUARY 24, 2024, CONSTRUCTION BID (COF CONTRACT NO. 2023-0129) FOR THE “LIBERTY PARK BRIDGE” PROJECT (COF PROJECT NO. 2020-004).

WHEREAS, in 2006, the City of Franklin, Tennessee (the “City”) awarded a contract for the construction of the “Liberty Park Phase II Nature Park” project, which included the installation of a prefabricated steel vehicular truss bridge, having dimensions of thirty (30) feet wide by eighty-five (85) long, having a wood plank deck, and crossing South Prong Spencer Creek; and

WHEREAS, in efforts to minimize future maintenance, minimize vehicular noise, and prepare for the upcoming expansion of Liberty Park, the City engaged one of its trusted on-call engineering consultants to perform a technical study to ascertain the possibility of replacing the timber bridge decking with a concrete deck; and

WHEREAS, the study results indicated that the existing bridge structure could *not* support the additional weight of a replacement concrete bridge deck, but preliminary recommendations were provided to retrofit the existing structure to support a concrete bridge deck; and

WHEREAS, the City further engaged its on-call engineering consultant to develop construction plans to allow for the retrofit of the steel bridge with a concrete deck and to relocate an existing section of eighteen (18) inch sanitary sewer and manhole structure that is currently located beneath the bridge; and

WHEREAS, on January 24, 2024, a single sealed bid was received in response to the City’s public advertisement for the construction (COF Contract No. 2023-0129) of the “Liberty Park Bridge” project (COF Project No. 2020-004) by City staff at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064, where it was opened and read aloud; and

WHEREAS, this single bid was by Bell & Associates Construction, LLC with a total bid amount of One Million Six Hundred Twenty-Two Thousand Six Hundred Thirty-Six and 00/100 Dollars (\$1,622,636.00); and

WHEREAS, after review and tabulation of the submitted bid and discussions between City staff and the City’s on-call engineering consultant, City staff recommends the rejection of the bid as submitted by Bell & Associates Construction, LLC for the following reasons:

- (1) Lack of competitive number of bidders (*i.e.*, only one bid received),
- (2) Small scale of project *plus* its level of complexity likely led to the limited interest by potential bidders and the high cost of the single received bid,
- (3) After additional discussions, the project team has confirmed that, due to a combination of (a) the high cost of the complex structural retrofits and (b) the proposed relocation of the 18-inch sanitary sewer main, a new, fully concrete bridge structure can be constructed in approximately half of the span length of the existing bridge for a similar or likely less cost than the currently proposed design, and

- (4) A full replacement of the existing bridge with a shorter span, fully concrete bridge will likely lead to more interest (*i.e.*, competition) from potential bidders, versus the existing, complex retrofit design.

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

SECTION I. Approval is granted to reject the single bid received for the construction (COF Contract No. 2023-0129) of the "Liberty Park Bridge" project (COF Contract No. 2020-004) as submitted by Bell & Associates Construction, LLC in the amount of One Million Six Hundred Twenty-Two Thousand Six Hundred Thirty-Six and 00/100 Dollars (\$1,622,636.00).

SECTION II. City staff is directed to proceed with the redesign and subsequent rebidding of the project as a full bridge replacement, rather than as a retrofit, with the specific intention of shortening the overall bridge span (*i.e.*, length), which *should* lead to more interest by potential bidders and a more competitive bid process.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

BID TABULATION for COF Construction Contract No. 2023-0129											
Liberty Park Bridge (COF Project No. 2020-004)											
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	COST ESTIMATES						CONTRACTOR BIDS	
				TDOT UNIT PRICE	TDOT EXT. AMT.	COF UNIT PRICE	COF EXT. AMT.	AVERAGE UNIT PRICE	AVERAGE EXT. AMT.	Bell & Associates Construction, LLC	
										UNIT PRICE (2)	EXT. AMT. (2)
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00
202-04.01	REMOVAL OF STRUCTURES (DECK, BACKWALLS, & FLOOR)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	115	\$ 12.53	\$ 1,440.95	\$ 15.85	\$ 1,822.80	\$ 14.19	\$ 1,631.88	\$ 60.00	\$ 6,900.00
203-99	THREE-PLY LAMINATED MATTING FOR HAUL ROAD	S.F.	2,800	\$ 21.50	\$ 60,200.00	\$ 21.50	\$ 60,200.00	\$ 21.50	\$ 60,200.00	\$ 20.00	\$ 56,000.00
204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	64	\$ 36.09	\$ 2,309.76	\$ 45.65	\$ 2,921.85	\$ 40.87	\$ 2,615.80	\$ 30.00	\$ 1,920.00
209-05	SEDIMENT REMOVAL	C.Y.	16	\$ 20.81	\$ 332.96	\$ 26.32	\$ 421.19	\$ 23.57	\$ 377.08	\$ 100.00	\$ 1,600.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	756	\$ 5.64	\$ 4,263.84	\$ 7.13	\$ 5,393.76	\$ 6.39	\$ 4,828.80	\$ 3.00	\$ 2,268.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	4	\$ 825.92	\$ 3,303.68	\$ 1,044.79	\$ 4,179.16	\$ 935.35	\$ 3,741.42	\$ 900.00	\$ 3,600.00
209-09.04	SEDIMENT FILTER BAG (15' X 10')	EACH	2	\$ 1,015.42	\$ 2,030.84	\$ 1,284.51	\$ 2,569.01	\$ 1,149.96	\$ 2,299.93	\$ 800.00	\$ 1,600.00
209-65.01	TEMPORARY STREAM DIVERSION (SEWER CROSSING)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	125	\$ 39.92	\$ 4,990.00	\$ 50.50	\$ 6,312.35	\$ 45.21	\$ 5,651.18	\$ 65.00	\$ 8,125.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	57	\$ 50.75	\$ 2,892.75	\$ 64.20	\$ 3,659.33	\$ 57.47	\$ 3,276.04	\$ 70.00	\$ 3,990.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	57	\$ 126.04	\$ 7,184.28	\$ 159.44	\$ 9,088.11	\$ 142.74	\$ 8,136.20	\$ 600.00	\$ 34,200.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1	\$ 905.00	\$ 905.00	\$ 1,144.83	\$ 1,144.83	\$ 1,024.91	\$ 1,024.91	\$ 2,300.00	\$ 2,300.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	2	\$ 67.61	\$ 135.22	\$ 85.53	\$ 171.05	\$ 76.57	\$ 153.14	\$ 150.00	\$ 300.00
403-02.01	TRACKLESS TACK COAT	TON	1	\$ 898.77	\$ 898.77	\$ 1,136.94	\$ 1,136.94	\$ 1,017.86	\$ 1,017.86	\$ 2,300.00	\$ 2,300.00
411-01.10	ACS MIX (PG64-22) GRADING D RDWY	TON	27	\$ 139.66	\$ 3,770.82	\$ 176.67	\$ 4,770.09	\$ 158.16	\$ 4,270.45	\$ 700.00	\$ 18,900.00
602-04.01	STEEL STRUCTURES (FLOOR SYSTEM)	LS	1	\$ 268,951.50	\$ 268,951.50	\$ 268,951.50	\$ 268,951.50	\$ 268,951.50	\$ 268,951.50	\$ 425,000.00	\$ 425,000.00
602-10.01	STRUCTURAL STEEL REPAIRS	LS	1	\$ 71,725.00	\$ 71,725.00	\$ 71,725.00	\$ 71,725.00	\$ 71,725.00	\$ 71,725.00	\$ 93,000.00	\$ 93,000.00
604-02.03	EPOXY COATED REINFORCING STEEL	LB.	13,166	\$ 1.77	\$ 23,303.82	\$ 2.24	\$ 29,479.33	\$ 2.00	\$ 26,391.58	\$ 2.00	\$ 26,332.00
604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	2	\$ 1,196.88	\$ 2,393.76	\$ 1,514.05	\$ 3,028.11	\$ 1,355.47	\$ 2,710.93	\$ 3,000.00	\$ 6,000.00

				COST ESTIMATES						CONTRACTOR BIDS	
										Bell & Associates Construction, LLC	
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	TDOT UNIT PRICE	TDOT EXT. AMT.	COF UNIT PRICE	COF EXT. AMT.	AVERAGE UNIT PRICE	AVERAGE EXT. AMT.	UNIT PRICE (2)	EXT. AMT. (2)
604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	752	\$ 1.72	\$ 1,293.44	\$ 2.18	\$ 1,636.20	\$ 1.95	\$ 1,464.82	\$ 2.00	\$ 1,504.00
604-03.09	CLASS D CONCRETE (BRIDGE DECK)	C.Y.	68	\$ 1,447.96	\$ 98,461.28	\$ 1,831.67	\$ 124,553.52	\$ 1,639.81	\$ 111,507.40	\$ 2,500.00	\$ 170,000.00
617-04.01	TYPE 1 THIN EPOXY OVERLAY (EPOXY-URETHANE)	S.Y.	309	\$ 52.00	\$ 16,068.00	\$ 65.78	\$ 20,326.02	\$ 58.89	\$ 18,197.01	\$ 170.00	\$ 52,530.00
621-03.05	36" TEMPORARY DRAINAGE PIPE	L.F.	240	\$ 121.31	\$ 29,114.40	\$ 153.46	\$ 36,829.72	\$ 137.38	\$ 32,972.06	\$ 130.00	\$ 31,200.00
707-03.01	STOCK FENCE (WWF)	L.F.	120	\$ 17.08	\$ 2,049.60	\$ 21.61	\$ 2,592.74	\$ 19.34	\$ 2,321.17	\$ 20.00	\$ 2,400.00
707-03.03	STOCK FENCE GATE	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	40	\$ 61.51	\$ 2,460.40	\$ 77.81	\$ 3,112.41	\$ 69.66	\$ 2,786.40	\$ 75.00	\$ 3,000.00
717-01	MOBILIZATION	LS	1	\$ 52,519.45	\$ 52,519.45	\$ 66,437.11	\$ 66,437.11	\$ 59,478.28	\$ 59,478.28	\$ 130,000.00	\$ 130,000.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	440	\$ 56.27	\$ 24,758.80	\$ 71.18	\$ 31,319.88	\$ 63.73	\$ 28,039.34	\$ 80.00	\$ 35,200.00
712-01	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	10	\$ 37.96	\$ 379.60	\$ 48.02	\$ 480.19	\$ 42.99	\$ 429.90	\$ 50.00	\$ 500.00
712-05.01	WARNING LIGHTS (TYPE A)	EACH	10	\$ 32.19	\$ 321.90	\$ 40.72	\$ 407.20	\$ 36.46	\$ 364.55	\$ 25.00	\$ 250.00
712-06	SIGNS (CONSTRUCTION)	S.F.	70	\$ 12.55	\$ 878.50	\$ 15.88	\$ 1,111.30	\$ 14.21	\$ 994.90	\$ 10.00	\$ 700.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	84	\$ 24.12	\$ 2,026.08	\$ 30.51	\$ 2,562.99	\$ 27.32	\$ 2,294.54	\$ 20.00	\$ 1,680.00
714-03.03	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 80)	L.F.	150	\$ 13.76	\$ 2,064.00	\$ 17.41	\$ 2,610.96	\$ 15.58	\$ 2,337.48	\$ 340.00	\$ 51,000.00
714-05.06	PULL BOX (LARGE)	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 4,800.00	\$ 14,400.00
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	645	\$ 2.99	\$ 1,928.55	\$ 3.78	\$ 2,439.62	\$ 3.39	\$ 2,184.08	\$ 4.00	\$ 2,580.00
795-05.99	FLOWABLE FILL (TRENCH PLUGS)	C.Y.	12	\$ 482.25	\$ 5,787.00	\$ 610.05	\$ 7,320.56	\$ 546.15	\$ 6,553.78	\$ 1,500.00	\$ 18,000.00
795-14.01	CLASS A CONCRETE	C.Y.	3	\$ 475.00	\$ 1,425.00	\$ 600.88	\$ 1,802.63	\$ 537.94	\$ 1,613.81	\$ 2,100.00	\$ 6,300.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	16	\$ 47.80	\$ 764.80	\$ 60.47	\$ 967.47	\$ 54.13	\$ 866.14	\$ 60.00	\$ 960.00
801-01	SEEDING (WITH MULCH)	UNIT	4	\$ 77.40	\$ 309.60	\$ 97.91	\$ 391.64	\$ 87.66	\$ 350.62	\$ 125.00	\$ 500.00
801-03	WATER (SEEDING & SODDING)	M.G.	4	\$ 85.79	\$ 343.16	\$ 108.52	\$ 434.10	\$ 97.16	\$ 388.63	\$ 60.00	\$ 240.00
801-07	SEED (SUPPLEMENTAL APPLICATION)	LB.	5	\$ 3.00	\$ 15.00	\$ 3.80	\$ 18.98	\$ 3.40	\$ 16.99	\$ 25.00	\$ 125.00
801-08	FERTILIZER (SUPPLEMENTAL APPLICATION)	TON	1	\$ 1,894.54	\$ 1,894.54	\$ 2,396.59	\$ 2,396.59	\$ 2,145.57	\$ 2,145.57	\$ 3,000.00	\$ 3,000.00

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	COST ESTIMATES						CONTRACTOR BIDS	
				TDOT UNIT PRICE	TDOT EXT. AMT.	COF UNIT PRICE	COF EXT. AMT.	AVERAGE UNIT PRICE	AVERAGE EXT. AMT.	UNIT PRICE (2)	EXT. AMT. (2)
908-21.01	BEARINGS (ELASTOMERIC)	EACH	18	\$ 2,000.00	\$ 36,000.00	\$ 2,000.00	\$ 36,000.00	\$ 2,000.00	\$ 36,000.00	\$ 1,100.00	\$ 19,800.00
SS1	18" PVC SDR 26 Gravity Sanitary Sewer	L.F.	278	\$ 223.65	\$ 62,174.70	\$ 282.92	\$ 78,651.00	\$ 253.28	\$ 70,412.85	\$ 390.00	\$ 108,420.00
SS2	Connect Manhole to Existing 18" Gravity Sanitary Sewer	EACH	2	\$ 5,720.55	\$ 11,441.10	\$ 7,236.50	\$ 14,472.99	\$ 6,478.52	\$ 12,957.05	\$ 9,000.00	\$ 18,000.00
SS3	Concrete Check Dam (Sanitary Sewer Main Line)	EACH	3	\$ 7,500.00	\$ 22,500.00	\$ 7,500.00	\$ 22,500.00	\$ 7,500.00	\$ 22,500.00	\$ 3,000.00	\$ 9,000.00
SS4	Cut & Cap/Plug Existing 18" Sanitary Sewer Main	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 1,000.00	\$ 2,000.00
SS5	5' Diameter Sanitary Sewer Manhole (0'-6' Depth)	EACH	1	\$ 10,237.50	\$ 10,237.50	\$ 12,950.44	\$ 12,950.44	\$ 11,593.97	\$ 11,593.97	\$ 9,500.00	\$ 9,500.00
SS6	5' Diameter Sanitary Sewer Dog House Manhole (0'-6' Depth)	EACH	2	\$ 10,237.50	\$ 20,475.00	\$ 12,950.44	\$ 25,900.88	\$ 11,593.97	\$ 23,187.94	\$ 2,100.00	\$ 4,200.00
SS7	Additional Depth for 5' Diameter Sanitary Sewer Manhole	V.F.	16	\$ 2,498.91	\$ 39,982.60	\$ 3,161.12	\$ 50,577.99	\$ 2,830.02	\$ 45,280.29	\$ 400.00	\$ 6,400.00
SS8	Additional Payment for Watertight Frame and Cover	EACH	3	\$ 1,451.10	\$ 4,353.30	\$ 1,835.64	\$ 5,506.92	\$ 1,643.37	\$ 4,930.11	\$ 1,200.00	\$ 3,600.00
SS9	Abandon Existing Manhole In Place	EACH	1	\$ 3,761.56	\$ 3,761.56	\$ 4,758.37	\$ 4,758.37	\$ 4,259.97	\$ 4,259.97	\$ 600.00	\$ 600.00
SS10	Flowable Fill Existing Sanitary Sewer and MH (Abandon Existing Sewer Manhole (EX2) and Sanitary Sewer Main (A3-A1))	C.Y.	15	\$ 375.78	\$ 5,636.70	\$ 475.36	\$ 7,130.43	\$ 425.57	\$ 6,383.56	\$ 500.00	\$ 7,500.00
SS11	Sanitary Sewer Flow Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 56,000.00	\$ 56,000.00
SS12	Sewer Television Inspection	L.F.	278	\$ 25.00	\$ 6,950.00	\$ 25.00	\$ 6,950.00	\$ 25.00	\$ 6,950.00	\$ 4.00	\$ 1,112.00
SS13	Sanitary Sewer Asbuilts - See Special Provision Regarding Utility Record Drawings	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
			TOTALS:		\$ 1,102,908.51		\$ 1,225,625.25		\$ 1,164,266.88	Bell & Associates Construction, LLC	\$ 1,622,636.00

I hereby certify to the best of my knowledge that this a true and correct record with all errors and extension(s) of unit price(s) corrected.

Jonathan Marston

(Printed Name)

Assistant Director of Engineering

(Title)



(Signature)

March 11, 2024

(Date)



HISTORIC
FRANKLIN
TENNESSEE

Liberty Park Bridge
COF Construction Contract No. 2023-0129
(COF Project No. 2020-004)

BID OPENING - Apparent Bid Results (UNOFFICIAL)
Wednesday, January 24, 2024 1:00 PM (Central Time)

BIDDER	BASE BID
Bell & Associates Construction, LLC	\$1,622,636.00
Adams Contracting, LLC	No Bid



File #: 21-06351

DATE: March 12, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Ordinance 2024-12, An Ordinance To Amend Sec. 15-703 Of The Franklin Municipal Code Relative To Parking Enforcement

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 relative to Parking Enforcement.

BACKGROUND/STAFF COMMENTS:

The City of Franklin employs both police officers and a Transit Inspector/Parking Ambassador to issue citations for violations of parking regulations. The Municipal Code should be amended to clarify that citations may be issued by both types of employees.

FINANCIAL IMPACT:

There is no direct financial impact expected from this amendment to the Municipal Code.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2024-12.

ORDINANCE 2024-12

**AN ORDINANCE TO AMEND SEC. 15-703 OF THE FRANKLIN MUNICIPAL
CODE RELATIVE TO PARKING ENFORCEMENT.**

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 enforcement of parking regulations within the City; and

WHEREAS, the City of Franklin employs police officers to issue citations for violation of parking regulations; and

WHEREAS, the City of Franklin also employs a Transit Inspector, sometimes referred to as a Parking Ambassador, to issue citations for violation of parking regulations; and

WHEREAS, the City of Franklin Municipal Code should be amended to clarify that citations may be issued by both types of employees; 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. Sec. 15-703 of the Franklin Municipal Code is hereby deleted in its entirety and replaced with the following:

Sec. 15-703. – Illegal parking.

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this Code, the officer or transit inspector (the transit inspector also being referred to as the parking ambassador) finding such vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a citation for the driver and/or owner to answer for the violation within ten days during the hours and at a place specified in the citation.

SECTION II. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second 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:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:



File #: 21-06178

DATE: March 6, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Deb Faulkner, Police Chief

SUBJECT:

Consideration Of Ordinance 2024-13, An Ordinance To Amend Title 3, Chapter 2, Section 3-202 Of The Municipal Code Of The City Of Franklin To Adopt Electronic Citation Regulations And Fees

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the authorization for the Municipal Court Clerk to collect a fee to recover costs associated with both written and electronic citations.

BACKGROUND/STAFF COMMENTS:

This amendment to the Franklin Municipal Code will authorize electronic citations to be filed in court along with the establishment of a five dollar (\$5.00) fee to recover costs associated with both written and electronic citations. The authority of the Municipal Court Clerk to collect electronic citation fees described above shall expire five (5) years from the date of passage of this ordinance.

FINANCIAL IMPACT:

The fee associated with this amendment will provide a small increase in revenue from the Municipal Court operation (approximately \$22,000 based on calendar year 2023 activity). This additional revenue will help partially offset costs associated with the implementation of new court management software and other technology enhancements in Municipal Court and Police operations.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2024-13.

ORDINANCE 2024-13

AN ORDINANCE TO AMEND TITLE 3, CHAPTER 2, SECTION 3-202 OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN TO ADOPT ELECTRONIC CITATION REGULATIONS AND FEES

WHEREAS, Tennessee Code Annotated, Section 55-10-207, as amended by Public Chapter 750 (2014), authorizes electronic citations to be filed in court, along with a fee of five dollars (\$5.00) to recover costs associated with both written and electronic citations; and

WHEREAS, Public Chapter 750 permits the local legislative body of any county or municipality, by majority vote, to authorize the county or municipal court clerk to collect such fees; and

WHEREAS, the Board of Mayor and Aldermen finds it to be in the best interest of the City to authorize the City of Franklin Municipal Court Clerk to collect the electronic citation fee.

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

Section I. Title 3, Chapter 2, Section 3-202, "Imposition of fines, penalties, and costs," of the Franklin Municipal Code is hereby repealed in its entirety and replaced with the following:

Sec. 3-202. - Imposition of fines, penalties, and costs; Electronic citation regulations and fees.

- (1) All fines, penalties and costs shall be imposed and recorded by the city judge or the city court clerk on the city court docket. In all cases heard or determined by him/her, the city judge shall tax in the bill as specified in appendix A, comprehensive fees and penalties. In all cases, whether heard or not, a fee as specified in appendix A, comprehensive fees and penalties shall be added and remitted to the state treasurer pursuant to Tennessee Code Annotated, § 16-18-303 for training and continuing education courses for municipal court judges and clerks, in addition to any other statutory fees required by law. In cases where driver's school is completed, the case shall be treated as heard and dismissed upon payment of all costs.
- (2) As used in this section, "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.
- (3) Pursuant to the statutory requirements found in Tennessee Code Annotated Section 55-10-207(e), the city court clerk shall charge and collect an electronic citation fee of five dollars (\$5.00) for each citation which results in a conviction.

Section II. Appendix A to the Franklin Municipal Code, Comprehensive Fees and Penalties, Chapter 3. – Municipal Court, is hereby amended by adding the following row to the end of the table:

Electronic Citation Fee	\$5.00
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Section III. Pursuant to Tennessee Code Annotated Section 55-10-207(e)(4), the authority of the Municipal Court Clerk to collect electronic citation fees described above shall expire five (5) years from the date of passage of this Ordinance.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:



File #: 21-06193

DATE: March 21, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Mark Hilty, Asst. City Administrator Public Works

SUBJECT:

*Consideration Of COF Contract No. 2023-0239, With STV, Inc. For City Hall Owners Representative

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2023-0239, With STV For City Hall Owners Representative.

BACKGROUND/STAFF COMMENTS:

On September 28, 2023, the City released a Request for Qualifications – Contract No. 2023-0239, to solicit Statements of Qualifications from professional consulting firms interested in providing Owner's Representative consulting services for the design and construction of a replacement City Hall. Six firms expressed interest in providing these services by submitting Statements of Qualifications (SOQs). A committee comprised of City Staff and an Alderman representative (Alderman Patrick Baggett) scored the SOQs on a scale of 100 points, with the top three ranking firms being Concord Addis (81 point average), STV (80.5 point average), and Oversight (78 point average). The average scores of each firm are attached. As was stated, the proposal review scores were used to identify firms to be interviewed in the next stage of the process.

A panel consisting of Alderman Baggett and the City staff (largely members of the City Hall project team) then conducted interviews of the top three consultant firms. To further clarify the qualifications of each firm, a second interview with the three finalists was scheduled. This panel included Alderman Baggett, City Administrator Eric Stuckey, Assistant City Administrator/CFO Kristine Brock, Assistant City Administrator Mark Hilty, and Facilities/Project Manager Brad Wilson. Alderman Baggett also participated in these interviews, although he did not score the interview as he had submitted a score during the previous interview. Both interview panels scored each consultant with respect to their understanding of the requested services (10 points), why their firm should be selected (40 points), and project scope and schedule (50 points). The average and total scores of each firm are attached from each interview panel. Upon review, staff recommends that STV, the firm with the highest overall score through the process, be selected and has negotiated a scope to serve the City's needs for BOMA consideration. Below is a summary table of the interview scores and proposed costs

throughout the process for the top three firms.

Firm	Interview 1 Scoring	Proposed Fee	Modified Proposals for Phase 3, DD and CD only	Interview 2 Scoring	Revised Proposed fee
STV	499	\$2,987,627	\$559,709	358	\$1,292,996
Concord Addis	450	\$1,247,000	\$577,300	330	\$1,197,000
Oversite	450	1.25% of total project costs	Declined	268	1.25% of total project costs

FINANCIAL IMPACT:

The cost for the City would be \$1,292,996 and will be incorporated into the overall project budget for the City Hall construction project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2023-0239.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2023-0239**

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

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

CITY HALL OWNER’S REPRESENTATIVE CONSULTING SERVICES

1. **SCOPE OF SERVICES.** Consultant shall provide consulting related technical services, and/or construction engineering and inspection services, and/or survey services and/or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **One Million Two Hundred Ninety-Two Thousand Nine Hundred Ninety-Six and No/100 Dollars (\$1,292,996.00).**

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2024.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

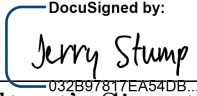
- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently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

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by

reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

STV, INC.

BY:  _____
Consultant's Signature
TITLE: Region President
Date: 3/21/2024

CITY OF FRANKLIN, TN

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



4037 Rural Plains Cr. Suite 270
Franklin, TN 37064
stvinc.com

March 18, 2024

Eric Stuckey
City Administrator
City of Franklin

Dear Mr. Stuckey,

STV is pleased to provide the following scope of services and lump sum fee proposal for the Franklin City Hall Owner's Representative consulting services in response to solicitation 2023-0239. As presented in our second interview our fee is responsive and inclusive of all requested services described in the RFP for owner's representative consulting services, including CMAR management, from April of 2024 through the completion of construction in June of 2027, for a total **lump sum fee of \$1,292,996**. STV shall invoice the City monthly within 15 days of the end of each month for the prior month, per the defined monthly payment schedule attached. The amounts due under such invoice shall be payable within thirty (30) days after the City's receipt of such invoice.

STV has reviewed and is prepared to accept the terms and conditions as outlined in the City of Franklin's standard Professional Services Agreement that was attached to the subject RFP. STV also understands that the City Administrator, or his/her designee, will be the day to day contact and manager of the owner's representative contract for the duration of the project. The following reviews select key services from the RFP and the additional services which STV will provide as part of this lump sum fee.

STV will provide project management services through the completion of construction that include:

- An initial project status assessment report, provided within 30 days of NTP, which provides recommendations to reduce schedule risk, manage long lead time items and project delivery methodology. This includes value engineering ideas for consideration by the City to establish a solid foundation for your project to move forward within your established budget.
- The STV project team will be equipped with all the necessary systems to document, analyze, report, and manage this project for the City of Franklin. STV will utilize its corporate instance of **the Kahua project management information system (PMIS)** to manage this project and provide licensed access to the system for up to 5 project users designated by the City for the duration of the project. The project team will use P6 as the scheduling tool and scheduling analytic programs (Primavera Risk Analysis, Acumen) to conduct technical schedule reviews during construction for the CMAR provided schedules. STV is prepared to utilize and analyze the schedule if a different scheduling software is chosen by the City or the CMAR.



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Power BI will be utilized to assemble data and analytics into a single cohesive and comprehensive dashboard for the project. This **dashboard will be accessible to the City and the City's designees** for the duration of the project.

- Monthly schedule reviews, recommendations, and recovery plans as required.
- Manage the project team (design consultant, CMAR, and City) to ensure the project remains on schedule and within budget.
- Develop a project management plan, including a risk management plan, to be reviewed and updated in collaboration with the project team monthly, to proactively identify and mitigate project related risks.
- Develop and facilitate a quarterly presentation to BOMA which includes the project status and identifies timely options, opportunities, and direction needed by BOMA to support a successful project, with additional briefings for the duration of the project as requested by BOMA.
- Provide a monthly project status report that details the actual progress to date versus planned schedule, along with any required recovery plans, budget and cost estimate status, risk register and mitigation plans, and highlights and achievements.
- Attend weekly virtual or in-person meetings with the project team as required to effectively manage the project. This will include ad hoc meetings requested by the City and/or BOMA. Meeting minutes will be taken and or collected and formally distributed for each meeting attended.

STV will provide design management services that include:

- Guidance and recommendations regarding design and material options to help optimize the finished product while maintaining the project budget and schedule.
- Facilitate value engineering workshops with the design team and the City at each design milestone. These milestone reviews **will serve as a gating process** to ensure the project does not progress without being within the established budget and gain the approval of BOMA. Continuous value engineering will occur once the CMAR begins its preconstruction services, through bi-weekly review sessions. Our value engineering exercises are a specific type of cost reduction focused on maintaining value (function, lead time, longevity). The value engineering process can be supplemented by scope reductions, if required, to ensure the project is delivered within the budget.
- Establish and manage owner furnished, contractor installed (OFCI) program, and effectively and efficiently integrate it into the CMAR delivery to mitigate the risk associated with lead times and supply chain challenges. Beyond availability and schedule certainty, the OFCI program will deliver reduced costs through purchases directly from manufacturers/ distributors ensuring best pricing and reduced CMAR mark-ups.



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STV will provide CMAR management services through the completion of construction that include:

- Support, evaluation, and guidance for the procurement of a CMAR, this will include recommendations to maximize the CMAR delivery method to the City' benefit using effective terms, conditions and processes. This will include an initial priority activity to work with the City Purchasing Office, and the designer to provide the project description, scope, and associated documentation, to develop the CMAR RFQ/RFP solicitation and contract within the first 60 days after NTP.
- Support the City's staff through negotiations of the CMAR agreement and Guaranteed Maximum Price (GMP).
- Provide guidance and support to the City if a GMP cannot be agreed upon, and the City chooses to convert the project delivery to design-bid-build as originally contemplated.
- Support the City in a detailed review and leveling of the GMP proposal.
- CMAR oversight and engagement in preconstruction activities.
- CMAR oversight during the construction phase will include onsite supervision and documentation of construction progress through daily field reports, photographs, and videos. This project documentation will be accessible to the City throughout the duration of the project and will be included in the final acceptance documentation package.
- CMAR management for the closeout phase of the project includes development of a punchlist at preliminary acceptance, management of completion of all punchlist items, and the efficient transition of the facility from construction to ongoing operations. Closeout management will begin prior to preliminary acceptance as equipment and scope are fully tested through gathering testing, operating and warranty information along with recorded trainings for the facility staff as required in the project specifications. STV will manage the project through final acceptance and will assemble the complete project documentation as established in the project specifications for all project stakeholders.
- If project close out activities extend beyond the scheduled completion date of June 2027, the **project team will continue to work for up to 45 days** beyond the planned completion date within the lump sum fee provided.

STV will provide estimating and cost management services through the completion of construction that include:

- Project budget management, which includes managing all design and construction decisions within the established budget as defined by the City. The management approach will be proactive and engage the designer, the CMAR and the owner in decision making to hold the project within the established budget. STV will establish a "working" master project budget based upon the two independent opinions of cost, the latest costing projections identified by staff, and other anticipated project expenses to manage and align the project scope and schedule to the approved budget as established by the City.



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- An independent opinion of probable cost for the project will be provided at two times as requested. This will also include a review of the existing estimate within 30 days of our notice to proceed, at 100% design development and at 50% construction document development. These independent opinions of probable cost will reflect the complete project cost, and as such will include all related hard and soft costs, along with contingencies and allowances that are appropriate to the stage of design, project delivery method(s) and the extent of mitigation of project risks.
- Provide a review and recommendation to the City of estimates and proposals from other entities as required.
- On a monthly basis review and management of all pay applications for accuracy and completeness before submittal to the City for payment. This will start with working with the CMAR in establishing a schedule of values within the GMP. Reviews will include the trailing waivers of lien and the final pay applications final waivers of lien.
- To support the City's finance team, the project team will work with the CMAR to map the schedule of values to the fixed asset inventory of the City of Franklin, to maintain the FA inventory and ensure compliance with GASB 34.

Beyond the services just described, STV is prepared to provide additional services to support the delivery of the New City Hall on time and on budget as we have provided in our Owner's Representative proposal. Any of these services can be provided on an as needed, time and materials basis. As such we have provided the hourly rate table from our proposal as an attachment.

We thank you again for the opportunity to be part of this transformative project in the City of Franklin and we are excited to join you in delivering this project on time and within budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Stump", written in a cursive style.

Jerry Stump
President
STV Inc.



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Franklin, TN 37064
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Lump Sum Fee - Monthly Invoice Schedule (based on anticipated Construction period)

	2024	2025	2026	2027
Jan	-	36,962	37,390	35,564
Feb	-	22,657	37,390	35,564
Mar	-	23,460	37,390	35,564
Apr	38,632	22,657	37,390	35,564
May	38,632	22,657	37,390	35,564
Jun	27,102	23,460	37,390	35,564
Jul	38,089	34,942	37,390	
Aug	26,333	23,751	37,390	
Sep	27,102	36,583	37,390	
Oct	26,333	35,780	37,390	
Nov	26,333	35,780	37,390	
Dec	27,102	36,583	37,390	
Annual	275,657	355,273	448,682	213,384

Total Proposed Owner's Representative Fee 1,292,996

Hourly Rate for Additional Requested Services

Team Member	Role/Title	Hourly Rate
Chris Koeper	Project Director	\$ 238
Lisa Marrlett	Construction Manager	\$ 175
Neeti Thakkar	Assistant Project Manager	\$ 103
Brad Thompson	Planning Manager	\$ 202
Adam Lityle	Project Controls Manager	\$ 189
William Howell	Estimator	\$ 170
Tony Montiel	Structural Engineer	\$ 178
Srdjan, Nestorov	MEP Engineer	\$ 184
Amin Amin	Civil Engineer	\$ 144
Alfred Moreno	Architect	\$ 192
Susan Ruth	Move Management & FFE	\$ 181
Dina Tsiolis	FFE Management	\$ 193

Owner's Representative Request for Proposals

RFP was advertised in Fall 2023 and received six responsive proposals.

The proposals varied in scope, experience, and pricing.

A panel consisting of five City Staff and Alderman Patrick Baggett scored the six proposals and selected three to interview.

Scoring was based on (1) understanding of requested services; (2) why the City should select their firm; and (3) scope and schedule.

The City requested modified proposals and pricing for Phase 3, DD and CD only.

To further clarify qualifications, a new panel of four City Staff performed interviews with the same scoring criteria.

Top Three Firms

Firm	Interview 1 Scoring	Proposed Fee	Modified Proposals for Phase 3, DD and CD only	Interview 2 Scoring	Revised Proposed fee
STV	499	\$2,987,627	\$559,709	358	\$1,292,996
Concord Addis	450	\$1,247,000	\$577,300	330	\$1,197,000
Oversite	450	1.25% of total project costs	Declined	268	1.25% of total project costs

City Hall Owners Representative Submittal Scores

Consultant	Average Score
Concord Addis	81
STV Construction	80.5
Oversite	78
Skanska	73.5
Scalora	61
True North	47

City Hall Owners Representative Interview Panel Scores

Consultant	First Panel Scores (6 Members)		Second Panel Scores (4 Members)		First and Second Panels Combined (10 Members)	
	Average	Total	Average	Total	Average	Total
STV	83	499	90	358	86	857
Concord Addis	75	450	83	330	78	780
Oversite	75	450	67	268	72	718



File #: 21-06098

DATE: March 8, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, Sanitation and Environmental Services Director
Nate Ridley, Asst Director of SES
Chris Franklin, Public Works Operations Analyst

SUBJECT:

Presentation Of the Sanitation And Environmental Services Department Cost Of Service Study

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a cost of service study performed by staff to understand the revenue requirements for the Sanitation and Environmental Services Department (SES).

BACKGROUND/STAFF COMMENTS:

In recent years, there have been a number of changes that have affected personnel costs including the addition of three positions, pay study increases and compression adjustments, and increases in retirement costs. Costs for operations have also changed. The City of Franklin for years benefited from landfill disposal costs well below market rates whereas now, those fees are moving closer to market. Finally, the SES Department has implemented a replacement program to keep the fleet operational and safe.

To account for these changes, staff performed a cost of service study with the primary goal of understanding the revenue requirements to fully recover operations, maintenance, and capital costs for the SES Department.

FINANCIAL IMPACT:

The financial impact will be established based on guidance from the BOMA.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen adopt scenario two, as presented, to address the revenue requirement needs of the Department.

City of Franklin Sanitation and Environmental Services

Cost of Service Study
B.O.M.A. Work Session
February 27, 2024



What is a Cost of Service

- Cost of Service is an approach used to determine customer rates based on the revenue required to fully recover operation, maintenance, and capital costs.
- The goal of this study is to understand the revenue requirements necessary to meet expenditures.

SES Department Overview

- Jack Tucker – SES Director
- Consists of three divisions
 - Administration
 - 10 personnel
 - Collections
 - 32 personnel
 - Disposal
 - 6 personnel
- 48 Vehicles and Pieces of Equipment
- 25,809 Tons of Residential MSW collected and sent to landfill in FY 2023
- 60,204 Tons of Commercial MSW processed at Transfer Station and sent to landfill
- 2,579 Tons of Recycling collected in FY 2023
- 2,265 Tons of Brush collected in FY 2023
- Current Monthly Residential Rate is \$23 per month
- 24,823 Residential Accounts as of FY 2024
- Current COF Transfer Station Tipping Fee for Commercial Haulers is \$65 per Ton

Major Revenue Sources



Residential Revenue

Residential rates account for approximately 58% of total revenue.

Residential revenue is calculated by multiplying the number of residential accounts X the monthly rate X 12 months.



Commercial Revenue

Commercial revenue consists of tipping fees paid to the COF by commercial haulers at a rate of \$65 per ton dumped at the COF transfer station.

Commercial revenues account for approximately 36% of all revenues.

Total Revenues

Fiscal Year	Commercial Revenue	Residential Revenue	Residential Plus Commercial Revenue	Total All Revenues
Actual 2021	\$ 4,149,853	\$ 5,534,270	\$ 9,684,123	\$ 11,197,464
Actual 2022	\$ 4,335,569	\$ 6,066,325	\$ 10,401,893	\$ 11,610,525
Actual 2023	\$ 4,079,676	\$ 6,442,128	\$ 10,521,804	\$ 11,508,153
Estimated 2024	\$ 3,937,310	\$ 6,851,148	\$ 10,788,458	\$ 11,873,803
Projected 2025	\$ 3,961,360	\$ 6,967,344	\$ 10,928,704	\$ 11,241,739
Projected 2026	\$ 4,291,980	\$ 7,083,540	\$ 11,375,520	\$ 11,695,896
Projected 2027	\$ 4,317,880	\$ 7,199,736	\$ 11,517,616	\$ 11,837,992
Projected 2028	\$ 4,654,050	\$ 7,315,932	\$ 11,969,982	\$ 12,290,358
Projected 2029	\$ 4,681,800	\$ 7,432,128	\$ 12,113,928	\$ 12,434,304

Commercial Revenue is projected based on the COF Transfer Station Tipping Fee being \$65 in FY25, \$70 in FY26 and FY27, and \$75 in FY28 and FY29. Residential Revenue is projected based on the Residential Monthly Rate remaining at \$23 per month. Approximately \$300,000 of miscellaneous revenue is projected for each fiscal year, which is consistent with past actuals (Late Pay Penalties, Sale of Surplus Assets, Blue Bin Setup Fees, Additional Waste Container Fees).

Increases in Expenditures



Personnel

Since FY 2021, Personnel costs have increased 37% due to vacancies being filled, 3 positions being added, pay study increases, compression adjustments, and increases in retirement costs.



Operations

Over half of all Operational Expenditures are attributed to MSW Disposal costs. In FY 2021, the COF paid \$37.03 per ton to dispose of MSW. This fee is expected to rise to **\$66.24** by FY 2029.



Capital

The SES Department has a fleet of 48 vehicles and pieces of equipment that must be replaced based on the life expectancy of the equipment to ensure consistent and continued operation of all services.

Total Expenditures

Fiscal Year	Total Personnel	Total Operations	Total Capital	Total Expenditures
Actual 2021	\$ 3,352,325	\$ 6,224,928	\$ 635,165	\$ 10,212,418
Actual 2022	\$ 3,570,258	\$ 6,652,699	\$ 1,410,107	\$ 11,633,064
Actual 2023	\$ 4,357,612	\$ 5,988,822	\$ 125,409	\$ 10,471,844
Estimated 2024	\$ 4,583,690	\$ 7,180,870	\$ 2,650,000	\$ 14,414,560
Projected 2025	\$ 4,861,807	\$ 7,478,781	\$ 1,332,337	\$ 13,672,925
Projected 2026	\$ 5,144,317	\$ 7,827,472	\$ 1,436,049	\$ 14,407,839
Projected 2027	\$ 5,443,910	\$ 8,779,878	\$ 1,479,131	\$ 15,702,918
Projected 2028	\$ 5,761,660	\$ 9,171,385	\$ 1,523,505	\$ 16,456,549
Projected 2029	\$ 6,098,714	\$ 9,582,052	\$ 1,638,863	\$ 17,319,629

Personnel cost projections include 5% for salaries and wages, and 7.5% for benefits. Operations cost projections include 2% for all expenditures except landfill costs, which are calculated per the contract with Bi-County and MBI Hauling. Capital cost projections are a yearly average of the replacement cost of all vehicles and pieces of equipment.

Revenues vs Expenditures

Fiscal Year	Total Revenues Minus General Fund Transfer	General Fund Transfer	Total All Revenues	Total Expenditures	SES Fund Balance Usage	Surplus/(Deficit)
Actual 2021	\$ 10,297,464	\$ 900,000	\$ 11,197,464	\$ 10,212,418		\$ 985,046
Actual 2022	\$ 11,094,845	\$ 515,680	\$ 11,610,525	\$ 11,633,064		\$ (22,539)
Actual 2023	\$ 11,008,153	\$ 500,000	\$ 11,508,153	\$ 10,471,844		\$ 1,036,310
Estimated 2024	\$ 11,123,803	\$ 750,000	\$ 11,873,803	\$ 14,414,560	\$ (2,540,757)	\$ -
Projected 2025	\$ 11,241,739		\$ 11,241,739	\$ 13,672,925		\$ (2,431,186)
Projected 2026	\$ 11,695,896		\$ 11,695,896	\$ 14,407,839		\$ (2,711,943)
Projected 2027	\$ 11,837,992		\$ 11,837,992	\$ 15,702,918		\$ (3,864,927)
Projected 2028	\$ 12,290,358		\$ 12,290,358	\$ 16,456,549		\$ (4,166,191)
Projected 2029	\$ 12,434,304		\$ 12,434,304	\$ 17,319,629		\$ (4,885,325)

The State of Tennessee recommends that local governments maintain an unrestricted fund balance of not less than two months of the regular operating revenue or expenditures for operating funds.

Scenario 1

Keep the monthly rate static over the next 5 years and increase the COF Transfer Station Tipping Fee to ensure commercial tipping revenues received are greater than the cost to dispose of the commercial waste received. Additionally, the Sanitation Fund would be subsidized by the General Fund by the amount in the column on the right.

Fiscal Year	Required GF Transfer	Surplus/(Deficit)	COF Transfer Station Tipping Fee	Monthly Rate
Estimated 2024		\$ -	\$ 65	\$ 23.00
Projected 2025	\$ 2,431,186	\$ (2,431,186)	\$ 65	\$ 23.00
Projected 2026	\$ 2,711,943	\$ (2,711,943)	\$ 70	\$ 23.00
Projected 2027	\$ 3,864,927	\$ (3,864,927)	\$ 70	\$ 23.00
Projected 2028	\$ 4,166,191	\$ (4,166,191)	\$ 75	\$ 23.00
Projected 2029	\$ 4,885,325	\$ (4,885,325)	\$ 75	\$ 23.00

Scenario 2

Increase the monthly rate in FY 2025 to \$31 and additionally increase that rate by \$2 per year through FY 2029. The COF Transfer Station Tipping Fee will also be increased to ensure commercial tipping revenues received are greater than the cost to dispose of the commercial waste received. This will eliminate the need for a General Fund subsidy beginning in FY 2025.

Fiscal Year	Required GF Transfer	Surplus/(Deficit)	COF Transfer Station Tipping Fee	Monthly Rate
Estimated 2024		\$ -	\$ 65	\$ 23.00
Projected 2025	\$ -	\$ (7,762)	\$ 65	\$ 31.00
Projected 2026	\$ -	\$ 367,857	\$ 70	\$ 33.00
Projected 2027	\$ -	\$ (108,543)	\$ 70	\$ 35.00
Projected 2028	\$ -	\$ 286,985	\$ 75	\$ 37.00
Projected 2029	\$ -	\$ 284,851	\$ 75	\$ 39.00

Any deficit will be covered by the SES Fund Balance, which will grow with each surplus.
Beginning in FY 2025, the SES Fund will total approximately \$500,000.

Scenario 3

Raise the COF Transfer Station Tipping Fees as shown in the column below and increase the Residential Monthly Rate by \$3 each year from FY 2025 until FY 2029. This would eliminate the deficit by FY 2029. The General Fund would still be required to help supplement the Sanitation Fund until FY 2029, as shown in the Surplus/(Deficit) column below.

Fiscal Year	Required GF Transfer	Surplus/(Deficit)	COF Transfer Station Tipping Fee	Monthly Rate
Estimated 2024		\$ -	\$ 65	\$ 23.00
Projected 2025	\$ 1,522,402	\$ (1,522,402)	\$ 65	\$ 26.00
Projected 2026	\$ 864,063	\$ (864,063)	\$ 70	\$ 29.00
Projected 2027	\$ 1,047,639	\$ (1,047,639)	\$ 70	\$ 32.00
Projected 2028	\$ 349,183	\$ (349,183)	\$ 75	\$ 35.00
Projected 2029	\$ 38,285	\$ (38,285)	\$ 75	\$ 38.00

Scenario 4

Increase the COF Transfer Station Tipping Fees as shown in the column below, supplementing the Sanitation Fund with a yearly transfer equal to the estimated cost to operate COF brush pickup and a \$3 monthly residential rate increase from FY 2025 until FY 2027, followed by an additional \$1.50 in FY 2028 and in FY 2029 ending with a Residential rate of \$35 per month.

Fiscal Year	Cost Of Brush Assigned To GF	Surplus/(Deficit)	COF Transfer Station Tipping Fee	Monthly Rate
Estimated 2024		\$ -	\$ 65	\$ 23.00
Projected 2025	\$ 1,045,640	\$ (476,762)	\$ 65	\$ 26.00
Projected 2026	\$ 1,077,009	\$ 212,946	\$ 70	\$ 29.00
Projected 2027	\$ 1,109,319	\$ 61,681	\$ 70	\$ 32.00
Projected 2028	\$ 1,142,599	\$ 316,290	\$ 75	\$ 33.50
Projected 2029	\$ 1,176,877	\$ 169,184	\$ 75	\$ 35.00

The Brush Pickup Cost includes a 3% yearly increase starting in FY 2026.

Cost of Service Summary

City Staff recommends Scenario 2

- The SES Department would become self sufficient and no longer require transfers from the General Fund.
- Allows General Fund monies to be used toward other essential city expenditures.
- Even with increased rates, the SES department will be able to continue providing high quality services (MSW, Recycling, Brush, and Bulky Pickup) to all citizens at a competitive rate.

Discussion