



Meeting Agenda

Capital Investment Committee

Thursday, August 27, 2020

4:00 PM

Board Room

The Capital Investment Committee Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 943 0456 7133, Password: 324882. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video. • The public may email comments and questions prior to the start of the meeting to recorder@franklinton.gov to be read aloud. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-146, A Resolution Declaring That The Capital Investment Committee Shall Meet On July 16, 2020 And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes Of The July 16, 2020 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration Of Resolution 2020-0133, A Resolution Authorizing the City of Franklin To Provide Sanitary Sewer Service To 4095 Clovercroft Road Contingent Upon All Conditions Presented Herein.

Sponsors: Michelle Hatcher

4. Consideration Of DRAFT Professional Services Agreement With Jackson Thornton Utilities (COF Contract No. 2020-0222) For Revenue Requirements Analysis And Cost Of Service/Rate Study For The Water/Wastewater/Reclaimed Water System In An Amount Not-to-Exceed \$25,000 For Water, \$28,500 For Wastewater And \$12,000 For Reclaimed Water.

Sponsors: Michelle Hatcher

5. Consideration Of DRAFT Resolution 2020-158, A Resolution To Award The Construction Contract (COF Contract No. 2018-0282) For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) To Civil Constructors, LLC In The Amount Of \$4,551,584.00.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

6. Consideration Of DRAFT COF Contract No. 2020-0230, A Professional Services Agreement With Boozer & Company, P.C. For Appraisal Services For The Jordan Road Improvements Project In The Amount Of \$30,400.00.

Sponsors: Paul Holzen, Jonathan Marston, Sarah Roop

7. Consideration Of Ordinance 2020-18, An Ordinance To Revise The Traffic Flow, Pavement Markings, And Signage, On Plaza Street Alley Between Cummins Street And Columbia Avenue.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

8. Consideration Of Ordinance 2020-19, An Ordinance To Reduce The Speed Limit On South Margin Street / First Avenue South, From East Main Street To Columbia Ave, To Twenty-Five Miles Per Hour (25MPH).

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

9. Capital Projects Dashboard & Status Updates For August 2020.

Sponsors: Paul Holzen, Jonathan Marston

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 #: 20-0967

DATE: July 23, 2020
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-146, A Resolution Declaring That The Capital Investment Committee Shall Meet On July 16, 2020 And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-146.

RESOLUTION 2020-146

A RESOLUTION DECLARING THAT THE CAPITAL INVESTMENT COMMITTEE SHALL MEET ON AUGUST 27, 2020, AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34 and Executive Order No. 51, allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, and No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, No. 2020-13, No. 2020-14, No. 2020-15, No. 2020-16, and No. 2020-17 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen Capital Investment Committee believe it is in the best interest of the City of Franklin to conduct the August 27, 2020, 4 p.m. Capital Investment Committee meeting by electronic means.

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

The Capital Investment Committee meeting scheduled for August 27, 2020, at 4 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Capital Investment Committee to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 Outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at:

<https://www.franklin.tn.gov/Home/Components/Calendar/Event/10155/1092>

IT IS SO RESOLVED AND DONE on this 27th day of August, 2020.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CAPITAL INVESTMENT COMMITTEE:

By: _____
Brandy Blanton
Chair

Approved as to Form By:
Shauna R. Billingsley, City Attorney



File #: 20-0952

DATE: July 15, 2020
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Resolution 2020-0133, A Resolution Authorizing the City of Franklin To Provide Sanitary Sewer Service To 4095 Clovercroft Road Contingent Upon All Conditions Presented Herein.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution # 2020-0133, authorizing the City of Franklin to provide sanitary sewer services to 4095 Clovercroft Road.

BACKGROUND/STAFF COMMENTS:

This property is located northeast at the intersection of Clovercroft Road and John Williams Road, outside of the City limits. The parcel is approximately 25 acres. The applicants previously applied for availability August 2, 2016 and May 22, 2018 and is requesting approval. Consistent with Board policy, sanitary sewer service will be extended conditioned on the property owner entering into a service agreement and an Annexation Agreement that states the property will annex into the City of Franklin in the future at the request of the City.

This Resolution is proposed to allow the City Administrator to enter into Agreements with the property owner(s), containing the following conditions:

- Property owner expresses a desire to annex into the City when the City deems it appropriate.
- Property owner agrees to participate in any potential future special assessment district within the Mayes Creek Sewer Basin.
- Property owner is responsible for all costs to connect to the public sanitary sewer system.
- The conditions of the Agreements shall be recorded at the Williamson County Register of Deeds.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Alderman approve Resolution 2020-0133 authorizing the City Administrator to enter into an Availability and Annexation Agreement for 4095 Clovercroft Road.

RESOLUTION NO. 2020-133

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO 4095 CLOVERCROFT ROAD (MAP 080 PARCEL 04404) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, Redemption City Church Inc. (hereinafter "Property Owner") currently owns the property known as 4095 Clovercroft Road (Map 080 Parcel 04404) (hereinafter "Property"); and

WHEREAS, on January 23, 2020, the Property Owner submitted a Request for Sewer Availability for 10 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Property Owner will be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right-of-way acquisition, pavement restoration, property restoration, and complying with all local, state, and federal requirements and all costs associated with the sewer connection and required fees; and

WHEREAS, the Property Owner is responsible for, and has agreed to, extending sanitary sewer from the nearest existing public sanitary sewer infrastructure to the furthest extent of the Property to allow the sanitary sewer to be extended further in the future by other property owners; and

WHEREAS, the Property Owner, on behalf of itself, its heirs and assigns, will agree to convey unto the City of Franklin (hereafter "the City") the irrevocable and perpetual right to file on its behalf a Petition of Annexation at any time after annexation becomes possible.

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

Authority is granted to the City Administrator to enter into the appropriate agreements with the Property Owner to meet the contingencies listed herein as conditions by which the City will provide sanitary sewer services to the Property.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley, City Attorney



File #: 20-0980

DATE: July 28, 2020
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of DRAFT Professional Services Agreement With Jackson Thornton Utilities (COF Contract No. 2020-0222) For Revenue Requirements Analysis And Cost Of Service/Rate Study For The Water/Wastewater/Reclaimed Water System In An Amount Not-to-Exceed \$25,000 For Water, \$28,500 For Wastewater And \$12,000 For Reclaimed Water.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Professional Services Agreement with Jackson Thornton Utilities (COF Contract No. 2020-0222) for Revenue Requirements Analysis and Cost of Service/Rate Study for the Water/Wastewater/Reclaimed Water System.

BACKGROUND/STAFF COMMENTS:

The proposed study is necessary to continue evaluation of the City's rate structure for water, wastewater and reclaimed water services. These services will include three parts for each of the services mentioned above - Revenue Requirements Analysis, Cost of Service Study, and Preliminary Rate Design.

The previous study, performed by Jackson Thornton, in 2018 recommended revenue requirements and a proposed rate design for the following 5 years. This updated analysis will take into account the current and projected expenditures to determine if current rates will generate the revenue requirements for each utility service. The cost of service study will perform a detailed allocation of the treatment plants, operating expenses, debt service, and capital improvement projects for each rate class as well as evaluate outdoor water usage during the summer months. This study will provide the support for any necessary changes in the rates. The rate design will determine what changes are needed in rates to generate the required revenue from each rate class.

FINANCIAL IMPACT:

The maximum financial impact to the City will be a total of \$65,500.

RECOMMENDATION:

Staff recommends approval of COF Contract No. 2020-0222 with Jackson Thornton Utilities for the Revenue Requirements Analysis and Cost of Service/Rate Study for the Water/Wastewater/Reclaimed Water System.



Certified Public Accountants
& Consultants

August 20, 2020

Ms. Michelle Hatcher, P. E.
Director, Water Management Department
City of Franklin Utilities
Post Office Box 305
Franklin, Tennessee 37065

Re: Engagement Arrangements for professional services related to Revenue Requirements Analysis, Cost of Service/Rate Study and consulting services for the Water/Wastewater/Reclaimed Water System

Dear Ms. Hatcher:

We appreciate the opportunity to submit to you and the City of Franklin Water Management Department ("the City") our proposal to assist you with the Revenue Requirements Analysis, Cost of Service/Rate study, and consulting services detailed herein. We believe that you will find Jackson Thornton's Utilities Consulting Group to be uniquely qualified to assist the City with this project because of the extensive knowledge and experience that we have in the utilities industry.

We have performed similar cost of service and rate design projects for many other distribution systems, and will be glad to provide a list of references upon request. We currently assist more than 80 water/wastewater systems with Cost of Service/Rate Study work.

PROJECT STAFFING

We anticipate that the staff involved in the COS/Rate Study project will primarily be Jim Marshall and Sarah Chandler. I will be the principal-in-charge and Sarah will serve as the manager on this project. In addition, we have a staff of professionals dedicated to utility accounting and consulting that we can call upon if needed.

James B. Marshall, III, the principal responsible for electric, natural gas, and water and sewer utility Cost of Service/Rate Study work has worked with utilities for more than fifteen years. During that time, he has provided financial forecasting, cost of service, and rate design consulting projects for utilities throughout the southeast. Jim has also worked with manufacturing and commercial companies across the country on tax issues and utility negotiations. He is certified by the Association of Energy Engineers as an Energy Procurement Professional. Jim currently serves on AWWA's Rates and Charges Committee as well as the Utility Finance Management Committee for the Kentucky/Tennessee section of AWWA.

Sarah V. Chandler has more than twenty years of experience in the utilities industry. For the past ten years, she has focused on the areas of cost of service, rate design, and financial forecasting for utilities throughout the southeast. Sarah previously worked for the Alabama Public Service Commission as an Advisory Staff Analyst where she reviewed and evaluated rates and other filings for utilities. Sarah serves on AWWA's

Finance, Accounting, and Management Controls Committee as well as the Utility Finance Committee for the Kentucky/Tennessee section of AWWA.

PROJECT OBJECTIVE

The overall objective of this project is to provide independent analysis and objective information to allow the City to determine if its current water, wastewater, and reclaimed water rates need to be changed and, if so, where the changes in rates are needed. For the City, we propose this engagement as a multi-phased project.

Phase I – Revenue Requirements Analysis “RRA” – This phase of the project includes working with the management team to review historical accounting and cost records for plant investment and expenditures. We will also review budgets (financial, capital requirements, cash flow, etc.) and loan covenant requirements in order to determine the projected revenue requirements of each utility service and for the system. After performing this RRA, we will know if the current rates will generate the needed revenue requirements for each service provided and for the system.

Phase II – PART 1 - Prepare Embedded Water/Wastewater/Reclaimed Water Cost of Service Study “COSS” – This phase of the project includes working with your management team to perform a detailed allocation of the distribution plant, operating expenses, debt service and capital improvement projects to each rate class. From this phase we can determine if rate equity exists between rate classes. The results of this COSS will provide the support for any changes in your rates, if any are needed.

PART 2 - Prepare Preliminary Rate Designs for Each Rate Class – The second part of this phase includes using the COSS results to determine what changes in current rates are needed to generate the revenues desired from each rate class. After preliminary rates have been determined for each rate class, analysis can be prepared reflecting existing rates versus proposed rates and total revenues generated by each different rate class.

PROJECT PROCEDURES STANDARDS

The procedures employed by JTUC follow generally accepted cost of service principles. Our model is flexible to compensate for individual accounting practices. As a guideline, our water and sewer model follows the allocation processes detailed in the M-1 Manual (“Principles of Water Rates, Fees and Charges prescribed by the American Water Works Association”). Revenue requirements will be calculated using the Cash Method, unless otherwise desired. JTUC has developed a comprehensive Cost of Service model that allows Management and the City to explore all study variations desired for each system.

The assistance to be supplied by the personnel of the City of Franklin Water Management Department has been discussed and coordinated with Michelle Hatcher, Director-Water Management Department. We will provide an information request form prior to the first on-site meeting. The timely and accurate completion of this work is essential to our completion of the services described above.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City’s books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

CONFIRMATION OF MANAGEMENT RESPONSIBILITY

Michelle Hatcher, Director-Water Management Department, a senior member of management, will oversee our services, and you have indicated that you possess suitable skill, knowledge, and experience to understand the services to be performed sufficiently to oversee them. You have also agreed that you will assume all management responsibilities for subject matter and scope of the services under this arrangement letter. You have agreed to evaluate the adequacy and results of our services performed and you accept responsibility for the results and ultimate use of the services.

FEES AND COSTS

Our projected time and effort for an embedded COSS/Rate Study for the Water, Wastewater and Reclaimed Water systems is as follows:

Water	\$20,500
Wastewater	\$24,000
Reclaimed Water	<u>\$12,000</u>
	\$56,500

Our price includes the development of cost curves by rate class and the comparison of current to proposed rates. This price does not include time required to meet with potential customers or opposition parties for rate approval.

Our fees are based on the understanding that the City will provide us with the data needed in a timely basis. We are allowing for two (2) meetings with management and the Board to review and discuss the results of the study and therefore, are allowing flexibility for such time necessary for presenting. Should additional presentations or meetings be required, we reserve the right to estimate how much time and effort will be required and will offer such as a change order to meet the needs and desires of your management team and the Board.

Any changes to the project (change of test year, financial projections, rate classes, billing data, etc.) after initial criteria are set will require a change order. We will provide an estimate as to the cost of any of these changes, and will receive approval by your management before proceeding.

In addition to the above, it is our understanding that the City would like us to consult on additional scenarios and rate structure considerations for the water and wastewater systems. We anticipate, based on discussions with management and our hourly fees, that this service can be completed for a cost not to exceed \$9,000. Should additional consulting or meetings be required, we reserve the right to estimate how much time and effort will be required and will offer such as a change order to meet the needs and desires of your management team and the Board.

Total fees for the engagement as outlined above shall not exceed \$65,500.

Our fees for these services will be billed periodically as the work progresses. We reserve the right to suspend our work and/or to terminate our engagement if any bill is not paid in full within 30 days of the bill

date. In the event of suspension of our work or termination of our engagement, such work shall not be resumed and such engagement shall not be reinstated, as the case may be, until the account balance is paid in full.

CLAIM RESOLUTION

It is agreed by the City and Jackson Thornton & Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City shall be asserted more than two years after the date of the last report issued by Jackson Thornton & Co., P.C.

This letter constitutes the complete and exclusive statement of agreement between Jackson Thornton & Co., P.C. and the City of Franklin Water Management Department, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our services.

JACKSON THORNTON & CO., P.C.

A handwritten signature in black ink, appearing to read "James B. Marshall, III", written over a horizontal line.

James B. Marshall, III
Principal

A handwritten signature in black ink, appearing to read "Sarah V. Chandler", written over a horizontal line.

Sarah V. Chandler
Senior Manager

Confirmed on behalf of the addressee:

Signature

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0222**

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

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

**ENGAGEMENT ARRANGEMENTS FOR PROFESSIONAL SERVICES
RELATED TO REVENUE REQUIREMENTS ANALYSIS AND COST OF
SERVICE/RATE STUDY FOR THE WATER/WASTEWATER/RECLAIMED
WATER SYSTEM**

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services, for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (~~Sixty-five~~**Fifty-Six Thousand, Five Hundred Dollars**~~enter contract amount in words~~) (~~\$65~~**56,500.00**~~enter contract amount in figures~~).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 20**22**~~10~~—.

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

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

| Approved as to Form;

| _____
~~Shauna R. Billingsley~~ Maricruz R. Fincher, ~~City Staff~~ Attorney



File #: 20-01068

DATE: August 18, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of DRAFT Resolution 2020-158, A Resolution To Award The Construction Contract (COF Contract No. 2018-0282) For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) To Civil Constructors, LLC In The Amount Of \$4,551,584.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-158 to award the contract (COF Contract No. 2018-0282) to Civil Constructors, LLC (Civil) for the construction of the SR-96 West Multi-use Trail - Phases 1 & 2 project (SR-96W Trail).

BACKGROUND/STAFF COMMENTS:

On September 13, 2016, the BOMA approved a Local Agency Project Agreement (LAPA) with the Tennessee Department of Transportation (TDOT) to allow the City of Franklin to locally manage a project to construct a multi-use trail along SR-96 West. Included in this agreement was the allocation of \$800,000.00 in federal Transportation Alternatives Program (TAP) funds to assist with the construction phase of this project. A year later, the BOMA approved Amendment No. 1 to the LAPA, which added an additional \$1,000,000.00 in federal TAP funds to the construction phase of this project.

After completion of the final design plans and approval by TDOT, the City advertised this project for construction in June 2020. On August 12, 2020, City staff received, opened, and read aloud bids for the construction of this project. The apparent low bidder was Civil Constructors, LLC with a bid price of \$4,551,584.00. After careful review and tabulation of all the submitted bids, staff finds the bid from Civil Constructors, LLC, the apparent low bidder to be acceptable.

FINANCIAL IMPACT:

Four contractors submitted construction bids for this project. The bid prices ranged from \$4,551,584.00 to \$6,388,149.15 with an average bid price of \$5,648,880.01. The final construction estimate completed by staff totaled \$5,806,251.00. The total cost bid by the Civil Constructors, LLC is \$4,551,584.00, which is well below both the final staff estimate and the other bids.

A total of \$1,800,000.00 in federal TAP funds is available for the reimbursement of construction costs for this project. The remaining project costs have been programmed by the City's Finance Department to be paid from multiple funding sources. During construction, project expenses will be

billed to the Capital Projects Fund (310), with the Finance Department ultimately determining the individual source of funding for this project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-158.

RESOLUTION 2020-158

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2018-0282) FOR THE SR-96 WEST MULTI-USE TRAIL – PHASES 1 & 2 PROJECT (COF PROJECT NO. 2017-002 / TDOT PIN 123098.00) TO CIVIL CONSTRUCTORS, LLC IN THE AMOUNT OF \$4,551,584.00

WHEREAS, on September 13, 2016, the City of Franklin Board of Mayor and Aldermen (BOMA) approved Tennessee Department of Transportation (TDOT) Agreement No. 160125 (COF Contract No. 2016-0267) to allow the City to locally manage the SR-96 West Multi-Use Trail Project (TDOT PIN 123098.00); and

WHEREAS, said Agreement included \$800,000.00 in federal Transportation Alternatives Program (TAP) funds for the construction phase of this project; and

WHEREAS, on September 12, 2017, the BOMA approved Amendment No. 1, which added an additional \$1,000,000.00 in federal TAP funds to the construction phase of this project; and

WHEREAS, on August 12, 2020, sealed bids for the construction of the SR-96 West Multi-Use Trail – Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) were received by the City of Franklin Engineering Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were opened and read aloud in a live, publicly accessible, virtual bid opening using Cisco Webex technology; and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends award of the contract (COF Contract No. 2018-0282) for construction of the SR-96 West Multi-Use Trail – Phases 1 & 2 Project to the low bidder, Civil Constructors, LLC, in the bid amount of Four Million Five Hundred Fifty-One Thousand Five Hundred Eighty-Four and 00/100 Dollars (\$4,551,584.00); and

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

Pending concurrence by TDOT, approval is granted to award the contract (COF Contract No. 2018-0282) for the construction of the SR-96 West Multi-Use Trail – Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 116144.01) to Civil Constructors, LLC in the amount of Four Million Five Hundred Fifty-One Thousand Five Hundred Eighty-Four and 00/100 Dollars (\$4,551,584.00).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2020.

(Signatures on Following Page)

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-01048

DATE: August 13, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Sarah Roop, Right of Way Agent

SUBJECT:

Consideration Of DRAFT COF Contract No. 2020-0230, A Professional Services Agreement With Boozer & Company, P.C. For Appraisal Services For The Jordan Road Improvements Project In The Amount Of \$30,400.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with Boozer & Company, P.C.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 "To Adopt the Project Lists for the FY 2019-2028 Capital Investment Program (CIP). Included in this project list was the Jordan Road Improvements Project. This PSA (COF Contract No. 2020-2030) allows for the appraisal of the properties along Jordan Road that will be affected by the acquisition of right-of-way and easements necessary to complete the project.

FINANCIAL IMPACT:

The total cost of this PSA (COF Contract No. 2020-0230) is \$30,400. Expenses for this project have been programmed to be paid from the Capital Project Fund. This corresponds to a general ledger (GL) codes of 310-89110-43100 & 310-89120-43100.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2020-0230 with Boozer & Company, P.C. in the amount of \$30,400.00.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0230**

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

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

APPRAISALS FOR JORDAN ROAD IMPROVEMENTS

1. SCOPE OF SERVICES. Consultant shall provide engineering 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 (THIRTY THOUSAND AND FOUR HUNDRED DOLLARS) (\$30,400.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____
Consultant's Signature

TITLE: _____

Date: _____

BY: _____
Dr. Ken Moore

Mayor

Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

**BOOZER &
COMPANY, P.C.**

Professional Real Estate Appraisers & Consultants

August 12, 2020

Ms. Sarah Roop
Right of Way Agent
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

RE: Proposal for Real Estate Appraisals:
Jordan Road Reconstruction Project
8 Tracts
Franklin, Williamson County, Tennessee

Dear Ms. Roop,

Per your request, I respectfully submit this formal proposal for ***Ted Boozer, MAI of Boozer & Company, P.C.*** to conduct appraisals on the above-referenced project.

The purpose of the appraisals will be to estimate the amount due the property owner as a result of the acquisition for the Jordan Road Reconstruction project. The intended use of the appraisals is to assist the City of Franklin in right-of-way acquisition for this project. The intended users of these reports are the City of Franklin, and/or assigns. ***Boozer & Company, P.C.*** will not be responsible for unauthorized use of the report.

The appraisals will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Guidelines for Appraisers. The fee for the appraisals will be **\$3,800 per tract, or a total of \$30,400** (assuming a total of 8 tracts).

The appraisals will be completed within 120 days (4 months) of receiving authorization to proceed in the form of an executed Professional Services Agreement. Invoices will be due and payable in full within 30 days of invoice. Any subsequent revisions or updates to the appraisals, or testimony/conferences regarding condemnation of the tracts, shall be billed at a rate of **\$300 per hour**.

Thank you for allowing ***Boozer & Company, P.C.*** the opportunity to submit this proposal. I will proceed with the preparation of the appraisals upon receipt of a formal contract that includes the terms of this letter. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this assignment.

Sincerely,



Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser



City of Franklin

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

File #: 20-0948

DATE: July 10, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2020-18, An Ordinance To Revise The Traffic Flow, Pavement Markings, And Signage, On Plaza Street Alley Between Cummins Street And Columbia Avenue.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2020-18.

BACKGROUND/STAFF COMMENTS:

On June 15, 2020, the City of Franklin received a signed letter by the sole property owner with access to the Plaza Street Alley requesting to reconfigure the traffic flow, on Plaza Street Alley between Cummins Street and Columbia Ave, from its current configuration of two-way traffic to one-way traffic eastbound. Plaza Street Alley currently allows two-way traffic with stop control on Plaza Street and Columbia Ave. The pavement width on Plaza Street does not meet the minimum requirements for two-way traffic as published in both the *City of Franklin's Transportation & Street Technical Standards* and the American Association of State Highway and Transportation Officials' *A Policy on Geometric Design of Highways and Streets*. Staff has completed an engineering evaluation and supports the request as submitted by the property owner.

FINANCIAL IMPACT:

Cost associated with these changes would be less than \$2,500.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-18.

ORDINANCE 2020-18

**AN ORDINANCE TO REVISE THE TRAFFIC FLOW, PAVEMENT MARKINGS, AND SIGNAGE
ON PLAZA STREET ALLEY BETWEEN CUMMINS STREET AND COLUMBIA AVENUE.**

WHEREAS, Plaza Street alley currently allows two-way traffic with stop control on Plaza Street at its eastern intersection with Cummins Street and at its western entrance with Columbia Avenue; and

WHEREAS, the pavement width on Plaza Street alley from Cummins Street to Columbia Avenue does not meet the minimum requirements for two-way traffic as published in both the City of Franklin's *Transportation & Street Technical Standards, 2017 Edition* ("Franklin Street Specs") and the American Association of State Highway and Transportation Officials' *A Policy on Geometric Design of Highways and Streets, 7th Edition, 2018* ("Green Book"); and

WHEREAS, on June 15, 2020, the City of Franklin received a signed letter by the sole property owner with access to that street, as shown in Exhibit A, requesting to reconfigure the traffic flow on Plaza Street alley between Cummins Street and Columbia Avenue from its current configuration of two-way traffic to one-way traffic eastbound; and

WHEREAS, the request, as shown in Exhibit A, has been signed by the sole property owner and business owner with access to this street; and

WHEREAS, City staff has prepared Exhibit B, for consideration by the Board of Mayor and Aldermen to revise traffic flow, pavement markings, and signage on Plaza Street alley between Cummins Street and Columbia Avenue.

NOW THEREFORE:

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that staff is hereby authorized and directed to proceed with the implementation of Exhibit B.

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

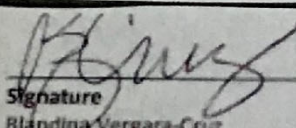
PASSED SECOND AND FINAL READING

EXHIBIT A

6/10/20

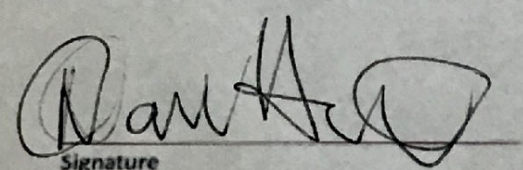
Dear City of Franklin

My name is Blandina Vergara-Cruz and I am the owner of Riley's Family Salon and Dreams Do Come True Princess Parties at 919 Columbia Ave Franklin, TN. I have leased the building from Mrs. Dawn Hule for the past 5 years. My business caters to families with children, where we provide family salon services and host kids' birthday parties. The past 5 years we have experienced a dangerous traffic issue with the alley street in between our building and the Auto Zone at 933 Columbia Ave. It is difficult for drivers to determine what is the correct direction of the road causing traffic jams. I am asking that the city places a one-way sign to help insure the safety of my customers and other citizens who frequently drive in the area. If you have any questions, please call 615-517-0318. Thank you.


Signature

Blandina Vergara-Cruz

Owner of Riley's Family Salon and Dreams Do Come True Princess Parties


Signature

Dawn Hule

Owner of Property at 919 Columbia Ave Franklin Tn 37064

EXHIBIT B





City of Franklin

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

File #: 20-0947

DATE: July 10, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2020-19, An Ordinance To Reduce The Speed Limit On South Margin Street / First Avenue South, From East Main Street To Columbia Ave, To Twenty-Five Miles Per Hour (25MPH).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2020-19

BACKGROUND/STAFF COMMENTS:

City of Franklin engineering staff received a citizen request to evaluate the speed limit on South Margin Street / First Avenue South. The current speed limit of South Margin Street/First Avenue South is currently 30 mph. Staff completed an engineering evaluation examining exiting speed limit, roadway access points, pedestrian activity/safety, roadway geometry and sight distance. The results of this evaluation provide the necessary justification for reducing the speed limit from 30 mph to 25 mph.

FINANCIAL IMPACT:

The financial impact is estimated to cost \$1,000 to change out and add additional speed limit signs.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-19.

ORDINANCE 2020-19

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON SOUTH MARGIN STREET/FIRST AVENUE SOUTH, FROM EAST MAIN STREET TO COLUMBIA AVE, TO TWENTY-FIVE MILES PER HOUR (25 MPH)

WHEREAS, South Margin Street/First Avenue South is classified as a Minor Collector within the City's Major Thoroughfare Plan; and

WHEREAS, the current speed limit of South Margin Street/First Avenue South is set at thirty miles per hour (30 mph); and

WHEREAS, Engineering Department Staff has completed an engineering evaluation examining existing speed limit, roadway access points, pedestrian activity, and roadway geometry along South Margin Street/First Avenue South; and

WHEREAS, engineering principles/judgment related to vehicle decision points, sight distance, and pedestrian safety give justification for reducing the speed limit from thirty miles per hour (30 mph) to twenty-five miles per hour (25 mph).

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

SECTION I: That the speed limit on South Margin Street/First Avenue South from East Main Street to Columbia Ave be decreased from thirty miles per hour (30 mph) to twenty-five miles per hour (25 mph) for both directions of travel.

SECTION II: That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND AND FINAL READING _____





City of Franklin

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

File #: 20-01067

DATE: August 18, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:
Capital Projects Dashboard & Status Updates For August 2020.

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:
To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

<https://maps.franklintn.gov/portal/apps/opstdashboard/index.html#/97488be2a12447f3bdbc622fbebfa188>

Manually locate the dashboard following the instructions below:

1. Go to the City of Franklin's main website at: <https://www.franklintn.gov/>,
2. Hover your mouse over "Our City",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
None.

City of Franklin Capital Improvement Projects



- Type
- ☒ All
 - ☐ Facilities
 - ☐ Parks
 - ☐ Stormwater
 - ☐ Transportation
 - ☐ Water Management

- Phase
- ☒ All
 - ☐ Design
 - ☐ ROW
 - ☐ Construction

- Project Status
- ☒ All
 - ☐ Active
 - ☐ Completed

Dollars Spent To Date
\$701,949

Project Budget
\$19,634,800

Design ROW Construction

Current Projects

 **30**

- 1 - East McEwen Drive Phase 5 Extension
- 2 - Fire Station No. 7 (Goose Creek Area)
- 3 - Municipal Services Complex Improvements
- 4 - Southeast Municipal Complex (Park)
- 5 - Lockwood Glen Park
- 6 - Bicentennial Park
- 7 - Harlinsdale Farm Bridge & Greenway
- 8 - East Flank Circle Resurfacing
- 9 - 100-Block Battle Avenue Drainage Improvements
- 10 - Watson Branch (Maplewood) Culvert Rehabilitation
- 11 - Liberty-Mallory Intersection Improvements
- 12 - East McEwen Drive Roundabout Improvements
- 13 - SR-96 West Multi-Use Trail
- 14 - Westhaven Boulevard Traffic Signal
- 15 - Jordan Road Improvements
- 16 - Old Peytonsville Road & Long Lane Bridge & Connector
- 17 - West Main Street Bridge Widening
- 18 - Columbia Avenue Widening & Improvements
- 19 - Franklin Road Improvements & Streetscape
- 20 - 5th Avenue Parking Lot
- 21 - McEwen Drive Interchange Improvements
- 22 - East McEwen Drive Phase 4 Improvements
- 23 - Henpeck Lane Sanitary Sewer Improvements
- 24 - Water Reclamation Facility Modifications

